

ARTICLE 7 - WORK YEAR, WORK WEEK, OVERTIME

- 7.1 Work Year: The work year for each employee shall be as specified by the Governing Board at the time of assignment. See appendix A.

The Parties shall negotiate a work year calendar each year including start and end days, holiday placement if applicable, and any professional development days.

~~¶The three (3) staff development days for certificated employees required by the Instructional Time and Staff Development Reform Program (Education Code Section 44579 etc.) shall not be part of the work year for classifications with less than an 11-10-month work year, as determined by the District. Classified staff assigned a 9.5A and 9.5B month work year shall start the work year on the same day as teachers according to the District calendar.~~

- 7.2 Work Day The regular work day for full time employees shall be eight (8) hours, exclusive of lunch breaks. The regular work week shall not exceed forty (40) hours, Monday thru Friday. Upon employment each bargaining unit member shall be told work schedules, work site, work year, and name of supervisor.

- 7.3 Any proposed changes to an employee's permanent start and end time shall be negotiated between MUSD and CSEA.

- 7.3.1 Flex Time: Temporary changes to an employee's start and end time may be granted on a case by case basis to accommodate the special needs of either the employee or employer. Such a work schedule flex may be requested by either the employee or the employee's immediate supervisor. The flex time schedule must be mutually agreed upon by both the employee and his/her immediate supervisor. A mutually agreed upon work schedule flex may not exceed five (5) days ~~ten (10) days~~ within a calendar month, unless negotiated between MUSD and CSEA. The CSEA President shall be notified in writing of any temporary schedule change in excess of two (2) consecutive days.

- 7.4 Summer Work Schedule: The District may establish a four (4) day, ten (10) hour work shift between the last and first days of the regular school year. Participation needs to be mutually agreed upon by both the employee and the immediate supervisor. If it is not mutually agreed upon, the employee will continue to work his/her existing work schedule.

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- 7.5 Summer School Positions: When a bargaining unit position for summer school is available, the position shall be posted as soon as practicable and filled so that any employee applicant is afforded an opportunity for extra work. Notice of anticipated summer school position shall be posted as soon as practicable, but no later twenty (20) working days before the start of the position. After all employee applicants have been assigned to one position ~~of their choice~~, the employee applicant will be eligible for a second position.

The District shall award summer positions based on seniority and qualifications for the position. ~~The position shall be filled first by the applicant with the greatest seniority currently in the classification. Unit members who are assigned to a summer school position shall receive a pro-rated salary for the position being filled and prorated statutory benefits. Insofar as is consistent with the law, all hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purpose of this Agreement~~

~~At the end of each summer assignment, the unit member's immediate supervisor shall prepare a written narrative of performance for each member under his or her supervision. The parties shall agree on a form for evaluating summer performance.~~

~~7.5.1 Notice of anticipated summer school positions shall be posted as soon as practicable.~~

7.6 Overtime:

- 7.6.1 Overtime may be authorized only by the District Superintendent or persons so delegated by him or her. Overtime is defined to include any time worked in excess of eight (8) hours in any one shift or in excess of forty (40) hours in a calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Overtime shall be compensated at time and one-half of the employee's regular rate.
- 7.6.2 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive work day of four (4) or more hours during the work week. An employee having an average work day of less than four (4) hours during a work week shall for any work required to be performed on the seventh day following the commencement of

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his/her work week be compensated at a rate equal to one and one-half times the regular rate of pay.

- 7.6.3 When a unit member is required to work on any holiday, he/she shall be paid compensation, or given compensatory time off, for such work in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.

- 7.6.4 Any overtime earned shall be compensated through regular pay channels or by mutual agreement between the unit member and the District, taken as compensatory time off. Compensatory time shall be computed as one and one-half hours for every one hour of time worked beyond an eight (8) hour work day. For part-time employees, compensatory time shall be equal to one hour for each hour worked over the employee's regularly scheduled time up to and including eight (8) hours; time worked beyond eight (8) hours shall be compensated at one and one-half hours for each hour worked. If compensatory time off is not granted within twelve (12) months following the month in which the overtime was worked, the overtime shall be compensated through regular pay channels.

An employee shall not normally be allowed to accrue more than 12 hours of compensatory time off. A supervisor may allow on a case by case basis, at his/her discretion, accrual up to a maximum of 24 hours. If an employee has accrued 24 hours of compensatory time, it must be taken or compensated at the appropriate regular overtime rate of pay before the employee may accrue additional time off in lieu of overtime compensation. The site supervisor shall maintain a standardized log provided by the District for purposes of recording compensatory time owed and taken for each employee for whom s/he is responsible.

- 7.6.5 All overtime shall first be offered to unit members in the classification based on seniority, before offering it to any other classification. For planned overtime, each department or site will establish a seniority list by classification and rotate available overtime. If an employee is in that classification is offered overtime and accepts or declines that overtime, they will then be put at the bottom of the list. If an employee accepts an offer of overtime, and later wishes to decline, the employee shall make every effort possible to provide the supervisor with 48 hours-notice. The District will first seek qualified substitute employees to fill the need for the extra work. If there are not qualified volunteers or

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substitute employees available, and if in the District's judgment, an employee is necessary to perform the extra work, then the District may assign employees to the extra work commencing with the least senior qualified employee.

7.7 Adjustment of Assigned Time: Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. The employee's assignment will be readjusted to his or her initial pre-adjustment assignment at the end of the work year if the additional time is no longer needed. If after the first two weeks of the school year, the employee is asked by his or her supervisor to work the additional assignment, then those hours will be permanently added to the position.

7.8 Lunch Periods: All employees who work at least five (5) hours shall be allowed an uninterrupted duty free lunch period. Employees who work six (6) or more hours shall take a lunch period. The specific time for such lunch periods shall be no longer than one hour, except for split positions, or less than one-half hour and shall be scheduled at or about the mid-point of each work shift. The supervisor shall schedule each employee's lunch period and will post a lunch break schedule for all employees of his/her site in a place visible to all employees; for example, a bulletin board or place where all employees sign in for work each day.

7.9 Rest Periods: All bargaining unit members shall be granted rest periods of which, insofar as practical, shall be in the middle of each work period at the rate:

2 hours — 8 minutes	5 hours — 15 minutes
3 hours — 12 minutes	6 hours — 15 minutes & 8 minutes
4 hours — 15 minutes	7 hours — 15 minutes & 12 minutes
	8 hours — two (2) 15 minute breaks

Rest periods are part of the regular work day and shall be compensated at the regular rate of pay for the employee.

7.10 Call-In/Call-Back: When a bargaining unit member is called in beyond his or her regular working day or week to provide an emergency service to the

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District, he or she shall be guaranteed a minimum of three (3) hours compensation at the appropriate rate of pay.

7.11 Hours Worked: For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

7.12 Work Out of Classification: Any unit member assigned by his or her supervisor or member of higher management the job responsibilities of a higher paid position will receive the higher rate of pay (i.e., equivalent to at least a step increase over the employee's current pay rate) for all time worked while assigned that responsibility.

7.12.1 CDC Paraprofessionals Working Out-of-Classification

The parties acknowledge and agree that part of a paraprofessional's regular duties include assuming the responsibility of supervising CDC classes during certain times. However, in addition to this duty, when a qualified CDC teacher or teacher substitute is not available, a paraprofessional may be assigned the responsibility of directly supervising a CDC class.

When, in the CDC Director's discretion, it is necessary to assign a paraprofessional to serve in this capacity, paraprofessionals shall be paid an additional \$5.00 per hour for such classroom maintenance.

7.13 Distribution of Job Information: Upon initial employment and upon each change in classification, the affected unit member shall receive a copy of the applicable job description and current salary rate.

7.14 Classified Employees' In-Service Program: The District shall, in collaboration with CSEA, provide a classified in-service program. This classified in-service program shall be established and published no later than July 31, 2017 and by July 31 of each year thereafter.

7.15 Child Abuse Reporting: The District shall comply with the provisions of the Child Abuse Reporting Act.

7.16 Fair Labor Standards: The District shall comply with the provisions of the Fair Labor Standards Act.

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CSEA President
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- 7.17 Substitute Positions: When substitutes are needed during the regular school year or summer school, a bargaining unit member who is currently in that classification or who has qualified as a substitute for that classification shall have first priority at substituting in that position. The substitute assignment cannot coincide with the employee's regular schedule and work hours.

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ARTICLE 10 - COMPENSATION

10.1 Salary

1. Salary Schedule: The salary schedule shall be as set forth in Appendix B, which is attached to and incorporated into this Agreement.

For the 2018-2019 school year, the salary schedule (Appendix B) shall be increased by three percent (3.0%) across the board, retroactive to July 1, 2018.

For the 2019-2020 school year, the salary schedule (Appendix B) shall be increased by two and one-half percent (2.5%) across the board, effective July 1, 2019, and the contract shall be closed for the 2019-2020 school year unless the parties agree otherwise in writing.

~~For the 2017-18 school year, the salary schedule shall be increased by two percent (2.5%) across the board, retroactive to July 1, 2017.~~

Professional growth shall be increased each year by the percentage of each on-going salary schedule increase.

- 10.2 Hourly Rate: The amounts indicated on the classified service salary schedule express rates of pay for full-time employees in dollars per calendar month. The equivalent hourly rate of pay for each monthly rate of pay indicated is computed by multiplying the monthly rate of pay by the factor 0.00574712 and dropping all figures past the second decimal.
- 10.3 Initial Placement: The Assistant Superintendent of Human Resources **or designee** will determine initial placement on the salary schedule taking into account the individual's previous training and experience. **New employees shall be placed no higher than step three unless a higher placement is justified based on verifiable experience directly relevant to position.**
- 10.4 Anniversary Date: Any employee employed between the 1st and 15th day of the month shall have an anniversary date of the 1st day of the same month. An employee employed between the 16th and 31st of the month shall have an anniversary date of the 1st of the next month.
- 10.5 Salary Adjustments: Salary adjustments shall be made effective on the 1st of the month in which an adjustment is due.
- 10.6 Promotion-Salary. ~~Upon promotion, the salary shall be adjusted to the appropriate step on the new range, based upon experience, training, and responsibility of position as recommended by the Superintendent's designee and approved by the Board of Education. Employees promoted to a higher salary classification shall be placed on the salary step which guarantees five percent (5%) above the salary step being received on the lower classification. When no such step of five percent (5%) increase exists on the salary schedule for the higher classification, the employee shall be placed on the step that comes~~

~~the closest to the five percent (5%) increase. Where business need justifies a higher placement, the District may place the employee at a higher salary.~~

Upon change of classification, the employee shall be placed at the same step in the new classification on the salary schedule to which the employee would be entitled based on continuous year of service with the District but shall be no less than five (5%).

10.7 Demotion-Salary. The demotion in the salary of the employee shall be adjusted to the range and step designated by the Governing Board in the demotion action.

10.8 Part-time Salary. Part-time employees whose days of service are independent of the days school is in session shall be paid a monthly salary that bears the same ratio to the salary to full-time employees, as their hours of service bear to the hours of service of full-time employees. Part-time employees whose days of service are dependent upon the days school is in session should be paid on an hourly basis.

~~10.9~~ Salary Adjustments:

~~2011-2012: Each party shall be entitled to reopen on Article 10 — Salary and Benefits. For the purposes of this Article, reopening on compensation may include proposals related to the work year as provided in Article 7 of this Agreement.~~

10.10 Employee Benefits:

10.10.1 Health Plans:

- A. District shall determine the carriers, but shall provide comparable coverage. If the selected carrier ceases to provide comparable coverage, the District shall immediately contract for comparable coverage with an alternate carrier.
- B. The District's contribution to each full-time employee's health insurance (including dependents/domestic partners) shall be up to the maximum District approved Rate of ~~\$920.87~~ **\$971.00** per month, prorated for part-time employees, as defined in 10.10.6. The increase shall be effective as of January 1, ~~2017~~ **2020** and ~~shall be compensated retroactively to each employee as applicable to his/her share for his/her insurance plan.~~

10.10.2 Dental Plan:

The District shall pay the total premium for each full-time employee's dental insurance (including dependents/domestic partners) for the Delta Dental Plan ~~up to the yearly maximum benefit of \$2,100 for employees and dependents.~~ The District shall include child orthodontia coverage ~~up to \$1,000 per child.~~ The District shall determine the carrier, but shall provide comparable coverage. If the selected carrier ceases to provide comparable coverage, the District shall immediately contract for comparable coverage with an alternate carrier.

10.10.3 Vision Care Benefit:

The District shall contribute the total premium cost of each full-time employee's vision care insurance (including dependents/domestic partners) **under current District vision plan.** ~~for Vision Service Plan B with interim lens benefit, \$40.00 deductible examination and nondeductible materials.~~

10.10.4 Life Insurance:

The District shall pay the premium for \$10,000 life insurance for employees only.

10.10.5 The aforementioned benefits only apply to those employees who work twenty (20) hours per week or more.

10.10.6 Part-time Employees:

All employees working less than eight (8) hours per day will receive prorated District contributions based upon the number of hours said employee works as it related to eight (8) hours per day. Employees who currently are receiving full benefits and are working less than eight (8) hours per day shall continue to receive full benefits during the term of this contract.

10.11 Reimbursement:

10.11.1 Mileage Expense:

Unit members who are authorized by the Superintendent or his/her designee to use their automobiles in the performance of their duties and unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel. The reimbursement rate shall be the same as that allowed by the Internal Revenue Service as a mileage rate.

The following CSEA classifications shall be exempt from the daily IRS reimbursement rate and instead receive a monthly stipend for mileage as indicated:

- Computer Technician - \$55 per month.
- Liaison, Community Specialist - \$80 per month.
- Occupational Therapist - \$55 per month.
- Health Clerk (Assigned to more than one site per day) - \$45 per month.
- Night Custodian (assigned MOT & Sunnyhills CDC) - \$35 per month.
- Night Custodian (assigned Central Kitchen, Rose CDC & DO) - \$40 per month.

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- **Behavioral Intervention Technician II - \$70 per month.**

10.11.2 Hotel Expenses:

Claims for hotel accommodations shall be the actual room rent charged. In the event more than one person occupies a room, and the other person is not an employee of the District, the unit member shall be allowed the single rate for room occupancy.

10.11.3 Meals:

The maximum allowance of necessary meals shall be \$50.00 per day, except for conferences and meetings where meals are served and exceed the allowance. Receipts shall be required for all reimbursements. Necessary meals are those meals which fall within the time span of the conference day. The allowance shall be adjusted on a daily basis based upon the number of necessary meals.

10.12 Payroll Errors:

Consistent with Section 45167 of the Education Code, whenever it is determined that an error has been made in the calculation or reporting in a unit member's payroll or in the payment of salary, the District shall, within five workdays following such determination, provide the unit member with a statement of the correction and a supplemental payment drawn against any available funds.

Upon request from a unit member to the Director of Business Services, the District shall issue a check within a business day when practicable to correct a payroll error.

10.13 Professional Growth Benefits

10.12.1 Professional Growth Increment Requirements

- 10.12.1.1 Professional Growth Increments can be earned at the end of each year of service (9 units necessary).
- 10.12.1.2 Professional Growth Increments will be awarded after the employee has completed nine (9) units of approved study.
- 10.12.1.3 Professional Growth Increments may be earned by all bargaining unit members who work a minimum of two (2) hours per day.
- 10.12.1.4 Professional Growth Increments may be earned by completing the following or combination of the following:

1. Nine (9) units of **college level** work in ~~junior college,~~
~~university or State college.~~
2. Nine (9) units of work in adult education.
3. Nine (9) units of work in in-service training
programs (trade classes).
4. Courses approved by the Classified Professional
Growth Committee, Superintendent, and Board of
Education.

10.12.1.5 Professional Growth Increments based upon completion and approval of the above requirements will be \$200 \$300 for employees who work four (4) hours or more per day and \$100.00 \$150 for employees who work between two (2) and four (4) hours per day. This amount will be added to the annual salary of the employee beginning with the next succeeding fiscal year after completion of the Professional Growth Increment.

10.12.2 Units - Professional Growth Requirements

10.12.2.1 Of the initial nine (9) units for Professional Growth Increments, ~~seven (7)~~
six (6) units must relate directly to the employee's specific classification or area of employment in the District.

10.12.2.2 One (1) unit (or one semester) normally represents one hour per week during one semester in lecture or recitation work with necessary preparation time, or three (3) hours per week in laboratory or other work not requiring homework or other preparation.

10.12.2.3 Credit for classes in adult education or other approved educational experience will be equated as follows:

Total Hrs. in Ad. Ed.	Prof Growth Units Granted
10-15 hrs.	1
16-25 hrs.	2
26-35 hrs.	3
36-45 hrs.	4
46-58 hrs.	5

10.12.2.4 It is the responsibility of the classified employee to apply for professional growth credit and verify completion of course work with the Human Resources Office.

- 10.12.2.5 All professional growth candidates taking courses in adult education must obtain a certificate of completion with competencies defined.
- 10.12.2.6 Courses taken as Trade Extension Classes for individuals may be taken for credit when the course is directly related to the individual's area of employment. No credit for classes held during the working day will be credited if the employee is being paid for other services at the time, without prior approval of the Superintendent or his/her designee.
- 10.12.2.7 An official transcript, verified grade card, or instructor's signed statement covering work must be completed and on file in the Human Resources Office not later than June 30.

10.13 Longevity:

- 10.13.1 Recognition for years of service in the District (Longevity). The following salary increases, over and above any increases or benefits already scheduled, are to be given to all employees in the classification involved, ~~effective July 1, 2016.~~

10.13.1.1	Upon anniversary of seven (7) years of service per month	\$43.00
10.13.1.2	Upon anniversary of ten (10) years of service per month	\$101.00
10.13.1.3	Upon anniversary of thirteen (13) years of service per month	\$177.00
10.13.1.4	Upon anniversary of sixteen (16) years of service per month	\$267.00
10.13.1.5	Upon anniversary of nineteen (19) years of service per month	\$381.00
10.13.1.6	Upon anniversary of twenty-two (22) years of service per month	\$518.00
10.13.1.7	Upon anniversary of twenty-five (25) years of service per month	\$685.00
10.13.1.8	Upon anniversary of twenty-eight (28) years of service per month	\$893.00
10.13.1.9	<u>Upon anniversary of thirty (30) years of service per month</u>	<u>\$1,100</u>
10.13.1.10	The indicated monthly amounts are cumulative.	

- 10.13.2 The longevity increments will be increased by the average annual percentage adjustment that is made for wages under this Agreement.
- 10.13.3 Unit members working eight (8) hours on December 1, 1984 who, during the term of this Agreement have their work hours reduced to less than eight (8) hours subsequent to December 1, 1984, shall continue to receive their longevity pay without proration.

~~10.14 Reclassification:–[Superseded by new reclassification article].~~

~~CSEA has the right to request the District, during the term of this Agreement, that a position or group of positions within the bargaining unit be studied for possible reclassification as a result of the gradual increase of duties being performed by the incumbent in such positions. Application requests for the individual reclassification must be complete and turned in to the Human Resources department by November 1 for fall consideration and March 1 for spring consideration. The procedure in Appendix D will be followed. Applications for "Class action" type requests will be accepted any time during the year and processed through labor management. Human resources in consultation with the CSEA President will establish a team approach in examining the work of employees in the classification in order to gather data for the class action reclassification.~~

~~If the District determines that any position in the bargaining unit should be reclassified, then notice of that reclassification will be sent to CSEA and upon CSEA's request, and within twenty (20) work days of said notice, the parties will meet to negotiate the effects of such reclassification. If after a reasonable period of time the parties are unable to completely resolve their differences concerning the effects of such reclassification, then the parties agree to submit a request to the California State Conciliation Service for the assistance of a mediator who will mediate the dispute in an effort to assist the parties in resolving their differences. If after a reasonable period of mediation the parties are still not able to resolve their differences, then the parties agree to make a presentation to the Board concerning their position on the issues in dispute and the Board will make a final binding decision concerning the effects of the reclassification.~~

10.15 Bilingual and Health Related Services Compensation:

Upon verification by the employee's supervisor, classified employees who have passed the District's bilingual test and who, on a daily and regular basis, use their bilingual skills when interacting with parents and community members, will receive compensation one range above their regular assigned classification. Documentation will be required to determine daily and regular use. (~~in a maintain work log.~~) If the district demonstrates to the Union based on the **work logs**, that the skill is no longer used on a daily and regular basis, this compensation will be terminated. If the compensation is terminated, then the employer will no longer request or require the employee to use bilingual skills. When an employee changes positions, the use of bilingual skills will need to be re-established in order to maintain the bilingual compensation.

Paraprofessionals who do not have health related student services duties such as toileting and changing diapers listed in their job descriptions may be requested and assigned to perform such duties on a continuous basis by their supervisor. Before performing these services on a daily and regular basis for assigned students, the employee must receive appropriate training and agree to perform the additional duties. The employee will receive compensation one range above his/her regular assigned classification for the duration that these services are performed.

ARTICLE 11 - VACATION LEAVE

~~Except as provided in this article, each unit member compensated on a monthly salary basis shall earn during the fiscal year, one regular working day of vacation leave with pay for each calendar month worked to a maximum of twelve (12), except each unit member compensated on a monthly basis shall be entitled to seventeen (17) days of vacation with pay after five (5) consecutive years of employment and shall be entitled to twenty-two (22) days of vacation with pay after ten (10) consecutive years of employment.~~

11.1 Full-time unit member shall earn vacation leave pursuant to the following chart:

<u>12-Month Employee</u>	
1 - 5 years	12 vacation days
6 - 10 years	17 vacation days
over 10 years	22 vacation days
<u>11-Month Employee</u>	
1 - 5 years	11 vacation days
6 - 10 years	15.58 vacation days
over 10 years	20.16 vacation days
<u>10.5-Month Employee</u>	
1 - 5 years	10.5 vacation days
6 - 10 years	14.88 vacation days
over 10 years	19.25 vacation days
<u>10-Month Employee</u>	
1 - 5 years	10 vacation days
6 - 10 years	14.16 vacation days
over 10 years	18.33 vacation days
<u>9-1/2 Month Employee</u>	
1 - 5 years	9.5 vacation days
6 - 10 years	13.45 vacation days
over 10 years	17.41 vacation days

Unit members may earn additional vacation each year if their total vacation balance is 39 hours or less on June 30th of each year according to the following formula:

- 12-Month employees shall earn an additional 3 days.
- 11 and 10 month employees shall earn an additional 2 days.
- 9-1/2 month employees shall earn an additional 1 day.

The maximum number of vacation days a unit member may earn is 22 days each year.

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Vacation leave shall be pro-rated for unit members who work on a regular monthly basis for less than eight (8) hours per each working day or less than forty (40) hours per working week and shall be pro-rated for unit members who are employed for less than twelve (12) months. (~~i.e.,~~
For example: unit members regularly employed four (4) hours per day would earn one-half day of vacation per month. Unit members who are employed for ten (10) months on a full-time basis would earn ten (10) days of vacation.)

¶Unit members who are assigned to a summer school position shall earn vacation on a pro-rated basis.

11.1.1 Vacation leave shall be taken during the fiscal year it is earned. All vacation periods shall be requested through the Absence Request System in advance, with the unit member's immediate supervisor so as to continue the performance of necessary work. Final approval of all vacation requests shall be made by the District Superintendent or designee and shall not be unreasonably denied. The District shall provide a sign off sheet for Mandatory vacation days during the winter break for non-school site employees and winter and spring break for all employees who work less than twelve (12) months. If a vacation request is denied, there shall be a written request as to why.

11.1.2 Vacation will be advanced on July 1 of each fiscal year, however, it will continue to be earned on a monthly basis. ~~The unit members shall be required to have their vacation balance at zero (0) days in order to receive the entitlement allowed by this contract section. For balance above zero (0), refer to Section 11.7.~~

- 11.2 Earned vacation is calculated as follows:
Multiply number of days in paid status (including *holidays) times the number of hours worked per day times your vacation accrual rate (VAR). FORMULA: Number of days in paid status times number of hours worked per day times VAR. Refer to the Board Approved Classified Employee Calendar.
- 11.3 When a unit member is terminated for any reason, he/she shall be entitled to all vested vacation pay earned and accumulated up to and including the effective date of the termination. ~~If a unit member uses advanced vacation and separates from the District prior to earning the vacation, the amount will be deducted from the final paycheck or he/she will be responsible to reimburse the District.~~ **was granted paid vacation pay, which was not yet earned at the time of termination of employment, the District shall deduct from the employee's final paycheck the full amount of salary which was paid for the used but unearned days of vacation as mandated by the Education Code or the member shall reimburse the District within an agreed upon time period.**
- 11.4 Unit members who make three good faith attempts to make vacation requests, not approved by the District, shall be allowed to carryover the unapproved vacation to the next fiscal year, ~~without applying the provisions of 11.7.~~ Good faith attempts will be documented by application for vacation time by the employee at least three times during the work year.

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11.5 Interruption of Vacation:

A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Article without a return to active service, provided the employee supplies notice and supporting information satisfactory to the District regarding the basis of such interruption or termination.

11.6 Rotation of Vacation:

Rotation of vacation periods shall be enforced when there is a conflict between members of the bargaining unit.

11.7 Unit members shall earn vacation leave at the rate specified in **section 11.1** above until the amount of vacation leave accumulated equals the total amount of annual vacation leave which unit members may earn under **section 11.1** above. Once a unit member has accumulated the total amount of vacation leave allowed by **section 11.1** above, unit members shall earn vacation leave at the minimum rate specified by Education Code Section 45197(b) until such time as the unit member reduces his/her accumulated vacation leave below the total annual amount provided in **section 11.1** above.

When the unit member reduces his/her accumulated vacation leave below the total annual amount provided in **section 11.1**, the unit member will again begin to earn vacation at the rate provided by **section 11.1**, effective the first day of the following month.

11.7.1 No later than ten days prior to the end of the fiscal year, nine and one-half (9-1/2) month employees and ten (10) month employees working in positions normally assigned substitute replacements for day-to-day absence may elect to receive payment for all accrued but unused vacation time earned by the employee during that fiscal year; **PROVIDED** however, that any employee who so elects may not use vacation in advance of its accrual during the subsequent fiscal year.

11.8 ~~Each work site shall maintain a vacation/sick leave logbook for review by a unit member of their information only. The District shall maintain a computerized record system for tracking vacation and sick leave balances. All employees are required to record their vacation and sick leave usage in the computerized record system in an accurate and timely manner. Employees are encouraged to maintain a personal log of leave balances for immediate reference. This log shall contain current information on the unit member's vacation and sick leave hours. These logs need to be available at the minimum of four times a year. The first one being the beginning balance, two interim statements and the ending balance for that fiscal year.~~

11.9 Winter Break:

Employees shall use up to five (5) days of their accrued vacation during the District's Winter Break plus the assigned day in lieu of "Admission's Day" and the additional local holiday declared by the Governing Board. (The date during the winter recess in

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which the additional holiday shall be observed shall be subject to mutual agreement between the District and CSEA.)

Note: Employees who are assigned to work at the MUSD Elmwood Adult Education facility or MUSD Child Development Centers are not subject to the mandatory shutdown parameters of this article as the function of these two facilities is to provide services year round to students and their families.

ARTICLE 12 – HOLIDAYS

The following holidays shall be observed as legal or local holidays with pay for classified employees:

Independence Day
Labor Day
Admission Day (alternate day mutually agreed to by CSEA and District)
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Friday during Spring Vacation (unless mutually agreed to otherwise between CSEA and the District)
~~Cesar Chavez Day-Commemorative Day for Spanish Speaking Cultures~~
Memorial Day
Floating holiday (during Winter Break on a day mutually agreed to by CSEA and the District)
Floating holiday (A day mutually agreed to by employee and supervisor)

When a legal or local holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be the holiday in lieu of the day observed. When the holiday falls on a Sunday, the following workday not a holiday shall be deemed to be the holiday.

Additional Holidays:

Every day declared by the President or Governor of this State as provided for in subdivision (b) and (c) of Section 37220 for a public fast, Thanksgiving or holiday or any day declared under Education Code Sections 1318 or 37222 or their successors shall be a paid holiday for all employees in the bargaining unit.

Those holidays falling within a vacation period shall not constitute a vacation day. An employee on a normal work schedule who is required to work on a holiday shall be regarded as having worked authorized overtime and shall be compensated accordingly.

Holiday Eligibility:

An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the school holidays during December 24, December 25, December 31, January 1 or Spring Vacation shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

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ARTICLE 13 LEAVES

Member of the immediate family as used in this section means: mother, mother-in-law, father, father-in-law, husband, wife, domestic partner, brother, sister, brother-in-law, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandparent, grandchild, step-parents, step-children, **foster-child** or any other relative living in the immediate household of the employee, or any relative or guardian with whom the employee has lived for a significant period of them. When the term domestic partner is used in this Agreement, the term shall be used as defined under the Family Code section 297 governing the establishment of domestic partnerships.

13.1 Leave of Absence for Illness or Injury

13.1.1 Annual Earned Sick Leave: Unit members shall earn paid sick leave according to the provisions of Education Code Section 45191. ~~A classified employee~~ **Unit members** employed for five (5) days per week, ~~who is employed for a full fiscal year, by this School District~~ **are entitled** to twelve (12) days of absence for illness or injury, exclusive of all days ~~he/she~~ **the employee** is not required to render service at the District.

Part-time unit members shall earn leave for illness or injury at a pro rata rate as follows:

13.1.1.1 ~~A classified employee~~ **A unit member** employed five (5) days per week, who is employed for less than a full fiscal year, is entitled to that portion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12), with full pay.

13.1.1.2 ~~A classified employee~~, **A unit member** employed less than five (5) days per week is entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5), with full pay.

13.1.2 Rate of Pay: Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.

13.1.3 Eligibility: ~~Credit for Paid leave of absence~~, for illness or injury need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the employee's work year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

13.1.4 Accumulation of Earned Leave: ~~If any employee does~~ **Unit members may accumulate earned and unused leave under this section without limitation.** ~~not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.~~

13.1.5 Where a unit member is absent for three consecutive days or more, or when there are facts indicating a potential misuse of leave under this article, the District may request proof of illness and the need to be absent from work. The employee shall satisfy his/her immediate supervisor that he/she is in fact ill or injured and entitled to leave according to this section and shall constitute the manner of proof required by the Governing Board.

13.1.6 2 Unit members may use any up to thirteen (13) accumulated or available sick leave days under a qualifying FMLA leave to care for an ill child, parent, spouse, domestic partner, or any other as defined under FMLA. This provision shall take effect July 1, 2017. This is in addition to the use of personal necessity days in 13.6.1 and up to twenty-two (22) days of vacation.

13.2 Industrial Accident or Injury Leave

Unit members shall receive up to sixty (60) days of industrial leave per fiscal year for an absence due to accident or illness as the direct result of employment when unable to work shall entitle the employee to sixty (60) days industrial leave without loss of pay during any one fiscal year for the same accident under the following conditions: Industrial leave shall be granted consistent with Education Code Section 45192 and this section.

13.2.1 ~~The employee must have been employed on the date the law became effective, October 31, 1963. All employees~~ **Unit members** hired after October 31, 1963, must have been employed for nine months to be eligible for **leave under this section** this benefit.

13.2.2 Paid ~~1~~ industrial accident or illness leave shall commence on the first day of absence.

13.2.3 ~~The employee~~ **A unit member** shall not receive more than his/her regular per diem rate of pay. Indemnity checks under compensation insurance ~~will~~ **shall** be given to the employee and that amount ~~will~~ **shall** be deducted from the ~~employee's~~ **unit member's** gross pay. **Payment for lost wages on any one day shall not, when added to an award granted under the workers' compensation laws, exceed a member's normal daily wage.**

13.2.4 Industrial accident or illness leave shall be reduced by one day for each authorized absence regardless of award under the **Worker's Compensation Act**. ~~temporary disability indemnity award. Upon exhaustion of the allotted industrial leave termination of the indemnity accident or illness leave, the employee~~ **a unit member may use shall be entitled to benefits under available sick leave and vacation leave agreements.**

13.2.5 ~~The administration of the School District shall develop~~ **provide** such regulations **and controls** as are necessary to implement this section consistent with law and business need ~~and provide the necessary controls thereon.~~

13.2.6 ~~When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.~~

- 13.2.7** ~~Any employee receiving benefits as a result of this contract shall, during the period of illness or injury, remain within the State of California unless the Governing Board authorizes travel outside the State. Such employee~~ **Unit members** shall be required to report to his/her supervisor, who in consultation with the employee's medical advisor, may assign the employee to such other work as may be performed without aggravation to the employee's condition. At any time that an employee on Industrial Accident or Illness Leave has been medically released to return to work he/she shall be reinstated to his/her position, subject to Article 18 TRANSFERS, without loss of pay or benefits.
- 13.2.8** Unit members shall have a right to see their own physician consistent with California Education Code regarding industrial accident or injury.

13.3 Extended Sick Leave

- 13.3.1** Consistent with section 45196 of the Education Code, when a unit member has exhausted all available sick leave and continues to be absent on account of illness or accident for an additional period of up to 100 days whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall be compensated at not less than 50 percent of the employees' regular salary. The paid sick leave authorized under this rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the unit member may be entitled.

The 100 days of extended sick leave and sick leave shall run concurrently.

Extended sick leave is a one-time entitlement each *fiscal* year for a maximum of 100 days.

The District may request unit members to provide written verification of eligibility for extended sick leave.

~~When an employee is absent from his/her duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall be the employee's regular rate of pay minus the sum actually paid a substitute employee employed to fill his/her position during the absence, after all other paid leave is exhausted. Entitlement to extended sick leave requires verification of eligibility by the employee.~~

~~Entitlement to sick leave provisions under this section shall be used concurrently with all paid leaves, accumulated comp time, and earned vacation time. This entitlement is a one-time entitlement each year for a maximum of one five-month period.~~

- 13.3.2** ☒ The Federal Family Medical Leave Act "FMLA" in conjunction with the California State Family Rights Act "CFRA" shall run consecutively to the ~~five months~~ **100 days** extended leave provisions of this section. The provisions of FMLA/CFRA do not

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provide for paid leave except for child bonding leave under CFRA, only medical benefits at the same rate that the employee paid while in paid status.

If, at the termination of the **100 days of extended** ~~five-month~~ sick leave period followed by unpaid FMLA/CFRA leave, the employee is not medically able to resume the duties of the position, he/she may apply to the Board for an unpaid medical leave of up to six months. If granted, this six months unpaid leave period may be extended by the Board for up to one additional six month period for a maximum of 12 months leave. Absent request for or approval of such unpaid leave, if the employee is medically unable to resume his/her duties at the conclusion of the ~~five-month~~ **100 days extended** leave period, and the unpaid FMLA/CFRA leave, the employee will automatically be placed on a 39-month reemployment list in accordance with the Education Code.

13.42 Bereavement Leave of Absence

~~Every classified employee of this District is granted necessary~~ **Unit members are entitled to a leave of absence with pay**, not to exceed three (3) days, or five (5) days if out of state travel is required, ~~with pay~~, on **account of** the death of any member of his/her immediate family as that term is defined in this article.

13.53 Leave of Absence to Appear in Court

~~Leaves of absence shall be granted to every classified employee~~ **Unit members shall receive paid leave as follows:** (1) to appear as a witness in court other than as a litigant **pursuant to a judicial order or subpoena;** (2) to ~~serve on a~~ **comply with a summons for jury duty;** or (3) to respond to an official order from a ~~not~~ governmental jurisdiction for reasons not brought about by the misconduct of the employee. ~~Such leave is granted with pay.~~

13.6 Other Leaves

Nothing in this contract shall prevent the Governing Board from granting such other reasonable and just leaves of absence with or without pay as are permitted by law. All paid and unpaid leaves of absence must be taken concurrently to the extent permitted by law.

13.7 Leave for Pregnancy Disability

13.7.1 Classified employees are entitled to use leaves of absence for illness or injury as set forth in this contract for disabilities caused or contributed to by pregnancy, miscarriage, child birth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability.

13.7.2 Such leaves shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

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13.7.3 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District administration may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

13.7.4 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

13.8 Use of Sick Leave in Cases of Personal Necessity

13.8.1 Any days of leave of absence for illness or injury allowed for sick leave may be used by the unit member, at his/her election, upon prior approval in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, and that necessitates immediate attention and cannot be taken care of after work hours.

A maximum of eight (8) days of accumulated leave may be used in any school year for personal necessity leave.

A unit member ~~requesting personal necessity leave~~ shall obtain prior approval ~~by and submitting~~ a completed personal necessity leave request, in the District computerized record system, ~~form~~ verifying the reason for the personal necessity leave ~~in triplicate~~ to the supervisor within three (3) working days, when possible, prior to requesting the leave. ~~One copy will be retained by the supervisor. One copy of the request form will be returned to the unit member. All requests for said leave shall be forwarded to the District Office.~~ The approval or disapproval of the leave shall be determined on the basis of the aforementioned criteria by the Superintendent or designee.

13.8.2 **Any union member may use up to 3 days of personal necessity as “No Tell” days. A unit member does not need to give a reason for the absence.**

~~Request for Personal Necessity Leave giving as a reason “No Tell” shall be granted and the unit member shall not be required to explain the reason provided in the duration is no longer than three (3) days each school year with each absence being for no longer than one day at a time. No Tell days may not be taken immediately before or after a holiday.~~

13.8.3 ~~If the District reasonably suspects abuse of these leaves, the District shall have the option of proceeding to may investigate such abuse and discipline ing any unit member.~~

13.8.4 Any Personal Necessity Leave, even if approved, may not be used for the following reasons:

13.8.4.1 Outside commercial interests or commitments of the employee or his/her spouse.

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13.8.4.2 Conventions, meetings, workshops (except for C.S.E.A. events which the unit member attends in an official capacity).

13.8.4.3 Socially oriented activities.

13.8.4.4 College attendance and registration.

13.8.4.5 Political activities.

13.8.4.6 Charitable activities (exception will be considered by direct appeal to the Superintendent).

13.8.4.7 Athletic and recreational activities.

13.8.4.8 Matters of personal convenience, ~~such as,~~ **including** but not limited to:

13.8.4.8.1 Travel time prior to and after holiday and vacation periods.

13.8.4.8.2 Participation outside of the District as a consultant or as a workshop participant.

13.9 Military Leave

Any unit member who enters the active Military Service of the United States or the State of California shall have all the Military leave rights guaranteed under the Military and Veterans Code.

13.10 Parental Leave

13.10.1 Unit members shall be entitled to up to 12 weeks of child bonding leave pursuant to section 45196.1 of the Education Code subject to the eligibility requirements set forth in the law and implementing regulations. Once all sick leave is exhausted, the unit member shall be paid at a rate of 50 percent of his or her regular salary for the remainder of the 12 weeks.

13.10.2 The 12 weeks of parental leave shall run concurrent with leave taken under the California Family Rights Act ("CFRA") for the same reason.

13.11 Family and Medical Care Leaves

~~Leaves may be taken for the birth, adoption or foster care of an employee's child; or the serious illness of an immediate family member or the employee consistent with the provisions of the Federal and Medical Leave Act of 1993 and the California Family Rights Act of 1991, and any subsequent amendments thereto. Both the District and the bargaining unit members will comply with all of the requirements and limitations of the law.~~

Unit members are eligible for unpaid leave under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). Family care

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and medical leave shall be granted consistent with the applicable laws and implementing regulations.

13.11.1 Eligibility: To be eligible for family care and medical leave, on the date on which leave is to begin, a bargaining unit member must have been employed by the District for at least twelve (12) months, and have been employed for at least one thousand two hundred and fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

13.11.2 Family Care and Medical Leave Entitlement: Consistent with state and federal law, eligible bargaining unit members are entitled to a total of twelve (12) workweeks of unpaid leave (subject to the parental leave provisions) during any twelve (12) month period for any one or more of the following reasons:

13.11.2.1 The birth of a child and to care for the newborn child;

13.11.2.2 The placement with the bargaining unit member of a child for adoption or foster care by the unit member;

13.11.2.3 To care for the bargaining unit member's child, parent, spouse, or domestic partner who has a serious health condition;

13.11.3.4 Due to a serious health condition of the bargaining unit member that makes the unit member unable to perform the functions of the unit member's position, except that, disabilities resulting from pregnancy, childbirth, or related medical conditions are covered under pregnancy disability leave (California Pregnancy Disability Leave (PDL) and FMLA); and

13.11.3.5 Due to any qualifying exigency arising out of the fact that the unit member's spouse, domestic partner, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. (FMLA).

13.11.3 Family Care and Medical Leave to Care for a Covered Service Member with a Service Injury or Illness

Consistent with state and federal law, an eligible bargaining unit member may take FMLA leave to care for a covered service member with a serious injury or illness if the unit member is the spouse, domestic partner, son, daughter, parent, or next of kin of the service member.

13.11.3.1 An eligible unit member's entitlement is limited to a total of twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member with a serious injury or illness.

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The District shall determine the single twelve (12) month period in which the twenty-six (26) weeks-of-leave entitlement described in this paragraph occurs using the twelve (12) month period measured forward from the date a unit member's first FMLA leave to care for the covered service member begins.

13.11.3.2 During the single twelve (12) month period described above, an eligible unit member's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

13.11.4 Pay Status And Benefits

13.11.4.1 Except as provided in this Section, the family care and medical leave will be unpaid.

13.11.4.2 The District shall continue to provide District contributions toward group health benefits during the period of leave on the same basis as coverage would have been provided had the bargaining unit member not taken family care and medical leave. The bargaining unit member will be required to continue to pay the unit member's share of premiums payments, if any. Payment is due at the same time as it would be made if by payroll deduction.

13.11.5 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the bargaining unit member may be entitled for the same qualifying reason.

13.11.6 Relationship to Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of pregnancy, childbirth, or related medical conditions for which a bargaining unit member may be qualified under state law.

13.11.7 Status Upon Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. ~~An employee has no right to return to the same position.~~ Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

13.12 Catastrophic Illness Leave

13.12.1 Eligibility bargaining unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:

13.12.1.1 The unit member is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the appropriate physician, and which prevents the unit member from performing his/her regularly assigned work. Verification shall set forth the diagnosis, prognosis and expected length of absence.

13.12.1.2 The time off work must create a financial hardship for the unit member because he/she has exhausted all accrued sick leave and other paid-time.

13.12.1.3 Eligibility for catastrophic leave shall run concurrently with sick leave including differential pay (13.1.4) and other leaves (13.4) but in no event longer than twelve consecutive calendar months following the exhaustion of fully paid sick leave.

13.12.1.4 Catastrophic leave credits may be used only in full day increments.

13.12.2 Procedure for Contributing Sick Leave Credit

13.12.2.1 Unit members shall submit a written request for Catastrophic Illness Leave donations using the approved form.

13.12.2.2 The CSEA President/designee shall inform members on a case-by-case basis when the need for donated time arises.

13.12.2.3 CSEA shall compile the list of donated time in order of donations received and submit the list to the District along with supporting written authorizations.

13.12.2.4 Once the first-round list is received by the District, no more donations will be added to the list. In the event that more donations are needed, the process may be repeated.

13.12.2.5 Donated eligible credits shall be utilized on a one to one ratio (1:1), which means hour for hour. The recipient shall be paid at his/her regular rate of pay.

13.12.2.6 Donated leave credits shall be used in the order donations are received. One (1) day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter.

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13.12.2.7 All donors will have their original authorization forms returned to them as a confirmation that their donated hours were used or not used.

13.12.2.8 At the completion of the Catastrophic Illness Leave, the District will return to CSEA the original list indicating which donor employee hours were used.

13.12.3 Joint Association-District Catastrophic Leave Committee

13.12.3.1 A joint Association-District Committee comprised of two representatives and an alternate of each party shall administer the provisions of the article.

13.12.3.2 The duties of the joint committee established by this section shall include the following:

- i. Determine that the unit member is eligible for catastrophic leave.
- ii. Determine the number of donated days to be solicited, if any, considering such factors as the anticipated duration of the illness, and previous use of sick leave and leave pursuant to this section.
- iii. Establish procedures for requesting and for donating catastrophic leave credits. Any procedures established shall have the express approval of both parties.
- iv. Approve and designate appropriate forms for donating and requesting catastrophic leave credits.
- v. Committee members shall be bound by appropriate rules of confidentiality.

13.12.4 Miscellaneous

13.12.4.1 Unit members receiving workers' compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this section.

13.12.4.2 Approval, or denial of catastrophic leave requests by the joint committee shall be final, and not be subject to appeal or subject to the provisions of Article 15 Grievance Procedure of this Agreement.

13.12.4.3 District-paid health and welfare benefits shall end when extended sick leave (~~differential pay~~) provided in Section ~~13.3~~ ~~13.1.4~~ of this agreement would have ended had catastrophic leave not been granted. Unit members using catastrophic leave credits beyond the ~~five months~~ **100 days** of extended sick leave may continue health and welfare benefits coverage by paying the appropriate premiums.

- 13.12.4.4 Catastrophic leave, if granted, shall not commence until all sick leave (13.1) is exhausted, or ten days after illness commences, whichever is later.
- 13.12.4.5 Any donated hours residing in the Catastrophic Leave Bank as of the date of this tentative agreement shall remain available and be utilized pursuant to the new procedures set forth above prior to solicitation of donations pursuant to section 13.9 B above.

ARTICLE 14 - LABOR MANAGEMENT COMMITTEE

14.1 The parties to this Agreement agree to continue with the Labor-Management Committee. Unless mutually agreed otherwise, said committee will meet at least monthly during the term of this Agreement at mutually agreed times and places to discuss any matters that might arise under Government Code 3540, et.seq.

¶The committee will be composed of **the following members:** ~~California School Employees Association (C.S.E.A.) Representative, Chapter President; and two (2) other bargaining unit members from the Milpitas Chapter #281 and the Assistant Superintendent of Human Resources and up to two (2) members of management.~~

- A representative from the California School Employees Association (CSEA)
- The Chapter President of Milpitas Chapter No. 281
- Two (2) bargaining unit members from Milpitas Chapter No. 281
- The Assistant Superintendent of Human Resources
- Three (3) members of District management

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14.2 ^{Two to} CSEA and Chapter 281 shall receive copies of minutes of all Labor Management meetings within a reasonable period of time following said meeting.

MA Kersner
CSEA president
Milpitas 281

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Assist Superintendent of HR
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ARTICLE 17 - PERFORMANCE REVIEW

Introduction: The primary purpose of the Performance Review is to help the employee develop skills necessary to achieve goals that have been mutually discussed. The District and the Association believe Performance Reviews should be meaningful to the employer and employee, by providing an effective communication process to make employees successful. This process should provide struggling employees with a plan regarding areas in need of improvement. It should also enable successful employees and their supervisors to discuss an employee's job performance, his/her professional goals as they relate to the goals of school sites/departments, information about employee contributions, and District support in the work place.

The following procedure is intended to meet these purposes by establishing two kinds of reviews. First, the **FORMAL REVIEW** system is for ~~newer~~ probationary employees, **permanent** employees in need of improvement, and employees (or evaluators) who request a more structured process. Second, the **INFORMAL REVIEW** system is for employees who "exceed requirements" or "meet requirements" in all performance areas listed on the formal review form. Employees who receive three satisfactory formal reviews, may be reviewed every other year through the informal review process. ~~Current employees that are on informal review will automatically qualify for the every other year informal review, subject to section 17.6.~~

- 17.1 All reviews shall be reviewed and discussed by the evaluator with the employee. As used in this Article "evaluator" means the administrator or supervisor responsible for reviewing the performance of the employee.
- 17.2 Any area the supervisor marks as "needs improvement" or "unsatisfactory" shall also give, in writing, the specific reason why so marked and shall give the employee specific suggestions for meeting the standard of the position. When three (3) or more items are marked "needs improvement" or "unsatisfactory" on a formal review, an additional formal review shall be completed at the end of two (2) months. A work improvement plan shall be implemented to give the employee opportunity to be successful in their position. Failure to show satisfactory improvement within a reasonable time period constitutes just cause with the meaning of Article 16 of this Agreement.
- 17.3 The probationary period for new employees shall be nine (9) months. ~~Supervisors shall endeavor to evaluate probationary employees at least twice during the probationary period.~~ Such employees shall be formally reviewed at least twice during this probationary period with the first review occurring prior to the end of the fifth month of employment.
- 17.3.1 The recommended times for conducting evaluations are during the fifth month and seventh month of the nine-month probation period.
- 17.4 The probationary period for a current employee serving in a new classification shall be six (6) months.

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17.4.1 Supervisors shall endeavor to evaluate employees serving in new classifications during the initial three-month period.

17.5 A permanent employee who accepts a change in classification and fails to complete the probationary period for that promotional position, shall be employed in the classification from which he or she was promoted.

17.6 A permanent employee who accepts a change in classification may voluntarily return back to the classification from which he or she was promoted as long as it is within their 6-month probationary period.

17.7 ~~Permanent employees shall be reviewed (formal or informal) annually by January 31st. Performance Review Evaluations for permanent employees shall be completed by May 31 of each year.~~

April 30
~~Formal/Informal review shall be made when requested by the employee or when the supervisor deems appropriate.~~

17.8 All performance reviews shall be on the District's form. The person being reviewed, and the evaluator shall sign the performance review. The employee's signature indicates only receipt of the performance review and knowledge of its contents and does not necessarily indicate agreement with all factors of the performance review.

17.9 The original copy of the performance review shall be given to the person being reviewed and another copy shall be placed in his/her personnel file and shall be made available to the Governing Board in closed session upon request. The employee shall have the right to respond to any part of the performance review within ten (10) working days prior to the performance review being placed in the personnel file. Such response shall be attached to the performance review.

~~17.9 The District and the Association agree to meet during Labor Management meetings to discuss and recommend changes to the existing performance review forms within sixty (60) days following the execution of this Agreement.~~

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ARTICLE 18 - TRANSFERS/PROMOTIONS

18.1 Definitions: There are three categories of transfers, each of which follow a different process under this article:

- 18.1.1 Transfer: A transfer is a change in a work location ~~regardless of site~~ within the employee's same job classification.
- 18.1.2 Lateral Transfer: A lateral transfer is a change in position within the employee's same job classification within a single work location.
- 18.1.3 Involuntary Transfer: The District may involuntarily transfer any unit member so long as said transfer will maintain the efficient operations of the District and is in the best interest of the District.
- 18.1.4 Promotion: A promotion is a change in the employee's job classification to a classification with a higher range as provided in Appendix A.
- 18.1.5 Demotion: A demotion is the reassignment to a classification in a lower salary range.

18.1.6 Order of selection:

- 1. Lateral transfers
- 2. Transfers
- 3. Internal Applicants
- 4. Non-unit employees

18.2 Notice of Vacancies

18.2.1 A unit member on leave, ~~or~~ layoff, or ~~on~~ recess period during the period of the posting shall be ~~mailed~~ sent a copy of the notice by **email** first class mail or e-mail (by preference of employee) on the date the position is posted if requested by the unit member. During the summer break, if any unit member wishes to be notified of a vacancy, the unit member shall file his/her name, ~~and email~~ address, or e-mail (by preference of employee) with the Superintendent's designee. In addition, the District shall provide computer access at the work site ~~of~~ **or** District office for unit members to check on updated vacancies via district email.

18.2.2 Any unit member may ~~file~~ **apply** for the a vacancy by submitting a written ~~notice~~ **application** to the Director of Human Resources within the filing period. Unit members in the classification may apply for a transfer to that position by filing a transfer request. Unit members may apply for a promotion/demotion with the Human Resources Department. In each of the

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above cases, potential applicants shall be apprised of the name of the site administrator in order to make further inquiries about the position.

~~18.2.2.1 Applicants may include a resume, cover letter, and professional references with an application.~~

18.2.3 The job vacancy notice shall include: The job title, the assignment, and the initial work site; the number of hours per day, the months per year assigned to the position; the initial work schedule; the salary range; the deadline for filing to fill the vacancy; the date of posting; and the start date, which will be within two weeks from the date that the employee accepts the offer of employment. A brief description of position duties and minimum qualifications may be requested.

18.2.4 There shall be one week of training allowed for the transferred/promoted employees unless CSEA and the District agree to additional training.

18.2.5 The District shall maintain updated job descriptions, which shall be posted on the District website.

18.2.6 All job postings shall be **posted** ~~date stamped upon reaching the work site and placed on~~ the appropriate bulletin boards soon as possible.

~~18.2.7 A copy of all job postings shall be sent to the CSEA Chapter President.~~

18.2.8 **Interview Panels:** On August 1st of each year, the CSEA Executive Board will develop a list of **twenty-five (25) or more** CSEA members in ~~specific~~ **different** classifications to sit on **classified interview panels for classified positions.**

18.2.8.1 ~~The staff of Human Resources District shall notify by email the CSEA Chapter President or designee during business hours (8:00 am – 5:00 pm) to appoint a CSEA representative to sit on the interview panel. The CSEA President or designee shall notify the district who will represent CSEA on the panel. If there is no response within two business days the district shall select from the interview panel list provided by CSEA one person from the list or, if no one from the list is available, at least one unit member to serve on an interview panel for vacancies in the CSEA unit. will utilize this list, and When practicable the classified panel member shall be from the same site or department as the vacancy. The District shall notify the CSEA Chapter President during Human Resources business hours (8:00 am –~~

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5:00 pm) ~~of the selection.~~ when forming each interview panel
for vacancies in classified positions. .

18.2.8.2 In the event that ~~the a~~ a classified employee is not available to participate in the interview process, the Chapter President or designee will serve on the panel.

18.2.8.3 In conjunction with CSEA the Assistant Superintendent or Director of Human Resources District shall will provide training ~~on~~ of the interview process for those who are on this classified positions members on the interview panel list.

18.3 Transfers:

18.3.1 Any eligible employee in the bargaining unit may apply for transfer or lateral transfer by filing a written notice request with the HR Department. When a new position is created, or an existing position becomes vacant, the District shall post the position for not less than five days. Lateral Transfers shall be given the first opportunity to apply for the vacancy by requesting the necessary form from HR. by posting the position internally for not less than five (5) working days at all work locations prior to being filled. In the case of only one employee applicant, if all requirements of this section are met, the District shall select that employee for lateral transfer. If more than one employee requests to be transferred to a vacancy, the two candidates with the highest seniority shall move forward to the interview process. The District shall select from one of the two candidates.

18.3.2 Any employee whose most recent performance review contains two or more overall ratings of "unsatisfactory" or "needs improvement" shall not be eligible to apply for a transfer. Per Article 17.3, a probationary employee's performance review typically is not completed prior to the fifth month of employment; however, the employee may request that the review be completed earlier for transfer purposes. A probationary employee's original probationary period shall not exceed nine (9) months from the date of hire.

18.3.3

18.3.3.1 Selection: Unit members who apply for a transfer or lateral transfer shall be interviewed for the position. The District shall

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~~make a selection based on seniority and experience and qualifications for the position.~~

(Transfer 18.1.1): In the case of only one employee application for transfer, if all requirements of this section are met, the District shall select that employee for transfer. If more than one employee wishes to be transferred to a vacancy, the two candidates with the highest seniority will move forward to the interview process. The District will select from one of the two candidates.

18.3.3.2 Lateral Transfer (18.1.2): Applicants shall be given the first opportunity to apply for a vacancy if the vacancy is at the same site same location. If only one applicant, they shall move to the vacant position. If more than one applicant requests a lateral transfer, the two candidates with the highest seniority shall move to the interview process. The District shall select from one of the two applicants.

18.3.4 If a unit member is not selected to fill a vacancy, the unit member may request to receive feedback from the District Human Relations Department regarding the member's strengths and weaknesses, if applicable, with a view towards improving the unit member's ability to fill future vacancies.

18.3.5 Upon transfer, the salary shall remain unchanged from that to which the employee would be entitled in his/her former position or class.

18.4 Promotions: If an open position is not filled by a transfer then employees of the District will be allowed to apply for such position before applications are accepted from non-employees. If there is no acceptable employee applicant, then applications will be accepted from non-employees.

18.4.1 Permanent Unit Members: ~~Any employee whose most recent performance review contains one or more overall ratings of "unsatisfactory" or "needs improvement" shall not be eligible to apply for a promotion. A probationary employee may apply for a promotion if they have a satisfactory performance review on file with Human Resources. The probationary period in the new classification resulting from a promotion shall be six (6) months during the scheduled work year for that class and will run concurrently with the original probationary period. The original probationary period will not exceed nine (9) months.~~

18.4.2 Probationary Unit Members: ~~Probationary unit members who have worked in the District for at least three (3) months may apply for promotions if they have a performance review on file with Human Resources that contains "satisfactory" ratings in all categories. The probationary period in a new classification resulting from a promotion shall be six (6) months during the~~

~~scheduled work year for that class and shall run concurrently with the original probationary period.~~

- 18.4.2 **Selection:** Unit members who apply for a promotion shall be interviewed for the position. The District shall make a selection based on seniority and qualifications for the position.
- 18.4.3 If a unit member is not selected to fill a vacancy, the unit member may request an explanation ~~to receive feedback~~ from the District ~~Human Relations Department~~ regarding the member's strengths and weaknesses, if applicable, with a view towards improving the unit member's ability to fill future vacancies.
- 18.4.4 **Examinations:** Every member in the classified service of the District otherwise qualified shall be permitted to take any examination given by the District. Examinations shall be given by appointment to both current employees as well as those on layoff or leave. **The District shall notify the employee in writing with the results of the examination within (5) business days.**
- 18.5 **Medical:** The District shall ~~give~~ **assign** alternate work when the same is available to an employee who is qualified to perform such work who has become medically unable to satisfactorily perform his/her regular job class duties. This alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with the employee. Unit member shall be entitled to consult with CSEA.
- 18.6 The Superintendent or designee shall, in writing, inform any employee requesting a medical transfer or a promotion, but denied the same, the reasons for the denial if requested.

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ARTICLE 20 – LAYOFFS

20.1 When the District proposes to recommend to the Board that any bargaining unit member be laid off in accordance with the Education Code, notice of that intended recommendation will be sent to CSEA, Chapter 281 at least seven (7) weeks prior to the effective date of such layoffs and no later than the Board is officially notified of the recommendation. CSEA may request a meeting(s) to discuss the effects of such layoff prior to the proposed effective date. The discussions and negotiations concerning the effects of layoffs will not in any way impair the Board's ability to act on the District's recommendation and such meetings may occur for a reasonable period of time even subsequent to the effective date of the layoffs. Any proposed reduction in hours is negotiable as to the decision itself and the effects of any agreed upon reduction in hours. Notice and the opportunity to bargain must be given to CSEA and president of Chapter 281 seven (7) weeks prior to any proposed reduction.

20.1.1 Pursuant to section 45117 of the Education Code, when, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of the layoff effective at the end of the school year and of their displacement and reemployment rights per contract. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

20.2 Layoff Provisions.

The order of layoff will be determined by the relevant California Ed Code provisions; however, as long as they are not inconsistent with those provisions, the following procedures will be followed:

20.2.1 The order of layoff within the classification shall be determined by seniority/length of service.

Seniority or length of service is defined as the date of hire in a permanent position in the affected classification or in a higher classification in which the employee has worked, whichever date is earlier. If two or more employees have equal seniority, the seniority determination shall be based on the overall years of service in the District; if that time is also equal, the seniority determination shall be made by the District based on the needs of the District.

20.2.2 An employee whose position is eliminated or whose hours are reduced by agreement, or is bumped from his/her present classification (pursuant to this paragraph) may bump a less senior/lesser length of service person in a

position of greater, equal or less hours within their classification, or if no such position is available may bump into an equal or lower classification which the employee has worked and has more seniority than an incumbent in the equal or lower classification.

20.2.3 An employee may elect layoff in lieu of exercising bumping rights without losing any re-employment rights provided by this section.

20.2.4 A classified employee who has been laid off is eligible for re-employment in the class from which he/she was laid off for up to 39 months and shall be re-employed in preference to new applicants. Re-employment shall be in the reverse order of layoff. An employee on layoff has the right to apply for any promotional position within the 39-month period.

20.2.5 An employee may refuse up to ~~two (2)~~ **three (3)** re-employment offers made by the District after which he/she shall be dropped from the eligible list.

20.2.6 Length of service status at the time of layoff shall be maintained during the 39-month re-employment period; however, there shall be no accrual of vacation, sick leave, holidays, seniority, or any other benefit.

20.2.7 Effective July 1, 1997, the classification of Paraprofessional II-Bilingual, shall be classified by language groups (see Appendix A). Any Paraprofessional currently classified as Paraprofessional II-Bilingual (as of June 30, 1997) who is laid off because of language needs of the classroom will be offered any vacancy for which he/she meets the minimum qualifications before hiring a new employee for that vacancy.

20.2.8 Effective July 1, 1997, new classifications will be established for Journeyman by trade (see Appendix A). All Journeyman openings subsequent to July 1, 1997, will be filled by hiring of a Journeyman by trade. All Journeymen will be paid at the same pay range. Current employees in the Journeyman classification will not be laid off unless all Journeyman by trade have been laid off.

20.3 The parties will normally follow the "Effects" Agreement provisions contained in Appendix E, however, if the decision to layoff or its effects presents some unusual or unique problems, either party may propose to amend that Agreement.

20.4 If CSEA and the District are unable to fully resolve the issues that are presented concerning the effects of the layoffs and either party files a formal written request with the California State Conciliation Service requesting the assistance of State appointed mediator for the purposes of resolving the differences that have arisen concerning the effects of layoffs, then the parties agree to meet with the State paid-for and appointed mediator in an effort to resolve their differences. If, after a

reasonable period of time, the mediator is unsuccessful in assisting the parties in resolving their disputes, then both CSEA and the District will present the issue in dispute to the School Board at a regular Board meeting or a specially held meeting, and the Board will act to resolve and make a final and binding decision concerning the effects of such layoffs.

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ARTICLE 22 – CHECK OFF AND ORGANIZATIONAL SECURITY

- 22.1 Any employee covered by this Agreement may sign and deliver to the District a **written** assignment authorizing deduction of California School Employees Association (CSEA) membership dues. The ~~employer~~ **District** shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA **and submit a written assignment authorizing deductions**. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 22.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and **the District shall not discontinue deducting dues until written authorization is received from CSEA** ~~and shall obtain their approval on behalf of the union before processing any revocation request.~~
- 22.3 With respect to all sums deducted by the District pursuant to this Article, the District agrees to promptly remit such monies to CSEA accompanied by an alphabetical list of names of the employees for whom such deductions have been made. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 22.4 If an employee does not have sufficient funds due him/her to provide for the payment of dues after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and CSEA shall assume the duty of direct collection from the employee. CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues.
- 22.5 **CSEA shall hold the District harmless in any dispute arising from the deduction or payment of dues under this Article.**
- (a) CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization. The District shall promptly notify CSEA of any claims made by employees relating to dues authorization.
- (b) CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph (a) shall or shall not be compromised, resisted, defended, tried or appealed.

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22.6 Employee Rights: The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of an employee to refuse to form, join or participate in employee organization activities, except as otherwise provided for in this Agreement.

22.7 If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

ARTICLE 24 - ORGANIZATIONAL RIGHTS

24.1 The Exclusive Representative shall be entitled to the following:

- 24.1.1 The right of access at reasonable times to areas in which employees work so long as it does not interfere with the work of employees.
- 24.1.2 The Exclusive Representative shall have reasonable access to the District bulletin boards. All postings must have the name of the organization posting it, the authorization of the President of the organization for posting, the date of the posting, and the posting cannot contain information of a derogatory or defamatory nature against any employee, board member, or other person.
- 24.1.3 The Exclusive Representative shall have reasonable access to District mailboxes. The Exclusive Representative has no authority to place items in the mailboxes or remove items from the mailboxes without prior notification to the Director of Human Resources.
- 24.1.4 The right to use without charge non-cost District equipment and buildings at reasonable times upon seeking and obtaining prior approval.
- 24.1.5 The right to review employees' personnel files and other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 24.1.6 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement and notification when new bargaining unit employees are hired or changes in positions take place affecting bargaining unit employees.
- 24.1.7 Upon request, the right to receive two (2) copies of any non-confidential material to be submitted to the Governing Board at a public meeting.
- 24.1.8 The right to review at reasonable times any other public information in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
- 24.1.9 **The Association shall designate bargaining unit representatives who shall receive District ~~shall grant~~ a reasonable amount of release time for negotiations, problem solving, and the processing and investigation of grievances consistent with section 3543.1 of the Government Code. Bargaining unit representatives using release time shall provide 24 hours' notice to the member's immediate supervisor ~~so supervisors may arrange for coverage~~.**

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- 24.1.10 ~~The right of unpaid release time for up to five (5) work days for unit members who are CSEA state officers to conduct official CSEA business.~~
- 24.1.11 The right of paid release time, **if on a scheduled workday**, for up to five (5) days for ~~two (2)~~ **three (3)** unit members who are CSEA chapter delegates, **upon approval of a unit member's supervisor**, to attend the CSEA Annual Conference.
- 24.1.12 Employees shall receive two hours per month compensating time to attend chapter meetings. Time must be made up within a week prior to, or after, the meeting. Executive Board members will not have to make up this time to attend these meetings; however, if the time is impacting the member's ability to complete his/her work, the supervisor may request a meeting with the employee to determine a remedy such as making up the lost time.
- 24.1.13 The District will provide forty (40) hours of paid release time to CSEA each school year for the express purpose of engagement in CSEA Union activities. The Union shall pay for the cost of any substitutes used. The Chapter #281 President shall designate to the District who the individuals are and the hours that will be used. The District shall be notified at least 48 hours prior to the release of the individuals.
- 24.1.14 Employee Orientation: An application for CSEA membership ~~or an application for the CSEA service fee deduction~~, as well as other information about membership and local representative contact numbers shall be provided by CSEA to the District to be included in the new employment packet for orientation of new unit members. New unit members will be encouraged by a Human Resources specialist to meet with their representative about membership. The District shall provide to the CSEA Chapter 281 President the name, e-mail, phone number, and classification ~~and contact information~~ of new unit members within a week of hire.
- 24.1.14.1 ~~For new unit members hired in a given quarter of the year, the CSEA President or designee will collaborate with Human Resources staff to provide new unit member orientation (orientation sessions will be provided on a quarterly basis). CSEA shall receive not less than ten (10) days' notice in advance of such orientations.~~
- 24.1.14.2 ~~The quarterly orientations shall be scheduled, insofar as practicable, to occur from 8:00-9:00 a.m. and/or 3:00-4:00 p.m. such that as many employees as possible may attend.~~
- 24.1.14.3 ~~The CSEA President or designee and Human Resources will collaborate to provide new unit member orientations to those who are unable to attend the quarterly orientations.~~
- 24.1.14.1 New Employee Orientations: For purposes of conducting new employee orientations consistent with AB 119, the following procedures apply:

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- The District shall notify the Chapter President of newly hired unit members within 10 days of the new hire clearing the pre-employment requirements and a start date is confirmed.
- The District shall notify the Chapter President via email.
- The Chapter President or designee shall conduct new employee orientations during the time on the day reserved for association business.
- The Chapter President or designee shall meet with new hires at their worksites or other district location on condition the times and locations are arranged with the site administrators at the meeting location.
- The orientation shall be scheduled during the new employees' workday.

The Chapter President or designee shall receive ~~one (1) day of paid up to forty hours~~ (40) release time per week, up to five (5) days per month, pursuant to section 45210 of the Education Code. These days hours shall be used for association business including new employee orientations.

24.1.15 Bargaining Unit Information: The District shall provide CSEA with a list of names and contact information for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire and a list of all unit member names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically and shall also include:

- First name, Middle Initial, Last Name;
- Suffix (e.g. Jr., III);
- Job title;
- Department;
- Primary worksite name;
- Hours per week worked (e.g., 40 or 30 etc.);
- FTE value (1.0 or .75 etc.);
- Months per year worked (e.g., 10 or 12 months etc.) or number of days;
- Work telephone number;
- Home street address including city, state and zip code;
- Home telephone number with area code;
- Personal email address on file with the District;
- Social Security number (last 4 digits);
- Birth date;
- Employee ID;
- Hire date; and
- Current status (e.g., on leave, active, etc.)

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ARTICLE 27 – SAFETY & PROPERTY

27.1 Property:

27.1.1 The District will pay up to \$1,000 for the cost of replacing or repairing property of a unit member such as safety equipment, necessarily worn or carried by the unit member, clothing worn for protection (as well as glasses, hearing aids, dentures, watches) and vehicles when such items are damaged in the line of duty without fault of the unit member and the value of such items exceeds \$10, so long as the unit member's insurance or deductible does not cover said loss or damage. The unit member must first submit his or her claim to their insurance company and the District will pay the deductible up to \$1,000. Verification of actual value at the time of loss of such articles shall be provided by the unit member.

27.1.2 Employees shall file an Employee Request to Bring Personal Property on Campus (Form OP-44) for any property they wish to bring on district premises, and receive prior written approval from the site manager or equivalent for bringing non-district items on the school site or onto District premises. Employees who fail to file such a form shall not be reimbursed pursuant to this article for the cost of replacing or repairing that item of personal property.

27.1.3 Effective October 1, 2019, the District shall reimburse unit members once every three years up to \$250.00 for the purchase of District approved safety shoes. The unit member shall be reimbursed after submitting a receipt to the District and shall be required to wear the safety shoes while working. if the employee's District approved shoes are too worn to reasonably use, the employee shall request approval for a replacement to their supervisor. Upon approval, the employee shall be approved to purchase shoes via District direct bill at an agreed to shoe store. This applies only to the following classifications: Mechanic, Custodian, Grounds/Maintenance, Grounds Warehouse, Bus Drivers, and Journeyman, Student Nutrition (excluding employee's not working in a kitchen).

27.2 Safety:

27.2.1 The District **shall** be obligated by law to conform and comply with all health, safety and sanitation requirements imposed by the State or **and** Federal law or regulations adopted under State or Federal law. Should a unit member allege a violation of State or Federal health, safety or sanitation laws, such allegation should be processed through the Grievance Procedure to the Superintendent's level only before resorting to agencies or procedures outside the Contract Grievance Procedure. If and when an inspection is made by an outside agency pursuant to this procedure, the grievant or his/her representative shall have the opportunity to accompany the inspector without loss of pay.

27.2.2 It shall be the responsibility of the unit members to report unsafe, hazardous or unsanitary conditions as soon as possible to the Building/Site Supervisor who shall report the condition to the administration as soon as possible.

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27.2.3 Unsafe, hazardous or unsanitary conditions shall be corrected as soon as possible.

27.2.4 In the event of a bomb threat, employees shall not be required to search the premises.

Three-Year Reclassification Project 2019-2022

The following reclassification process is a three-year ~~pilot~~ program, and during this ~~pilot~~ period the reclassification procedures outlined in Article 29 Reclassification for Individual Reclassification Requests will only be in effect during March of each year. Individual requests will not be considered for those positions that are scheduled for review in the current year. For those classifications that have been reviewed in the year prior to the current year, an individual may not request reclassification under Article 29 for two years.

The reclassification and/or job duties re-alignment process is not designed to reward individuals for their efforts and dedication, nor is it a way to address workload increases. A reclassification occurs when there are significant changes to duties, responsibilities, knowledge, skills, and abilities for the position. New technology tools do not necessarily constitute a reclassification of position title or salary range; however, new skills that require training may necessitate realignment in the skills and knowledge sections of the job description. ~~According to Education Code 45101(f)~~ "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties (increased responsibilities) being performed by the incumbent in such position.

A joint committee shall be established to determine if a position(s) within a classification warrants re-classification or realignment (realignment of a position constitutes revising the job duties description to reflect current language and functions, outdated language is eliminated, and it does not constitute a change in salary range). The District and CSEA will form a six-person committee consisting of three CSEA members (as determined by the CSEA Executive Board), and three District members (as determined by the Superintendent or designee) facilitated by the Director of Human Resources and the President of CSEA, Chapter 281. The Joint Reclassification Committee (the Committee) shall review the following classification groups accordingly:

2019-20 – Paraprofessionals/College and Career Technician/**Transitional Assistants/Workability Job Coach/Behavior Intervention Technician**

2020-21 – MOT [**Bus Driver, Custodian (all classes), Grounds/Maintenance Worker, Groundsperson/Bus Driver, Journeyman (job description only), and Mechanic (all classes)**]/ ~~Transitional Assistants / Workability Job Coach / Behavior Intervention Technician/~~ **Bank Technician**

2021-2022 – Human Resource Analyst / Payroll Specialist / ~~Bank Technician /~~ Publication Specialist/**Accountant/Occupational Therapists**

The Committee will consider the following criteria and factors in determining any changes to classification and/or job descriptions:

- Milpitas Unified School District job descriptions;

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- A detailed list of job duties currently performed, knowledge and skill requirements, and level of responsibility and autonomy;
- Position Description Questionnaire, surveys, observations by Committee members, and Committee member interviews of incumbent(s); and
- Comparable job descriptions and salary ranges from districts of similar size, and with consideration of comparable state funding sources.

The Committee will ~~conduct a one work day or two half day session per month~~ meet monthly as determined by the Human Resources Director and CSEA president. The work-day will include a review of the criteria and factors listed above in order to limit the impact of the study on committee members' abilities to perform their own duties and responsibilities. Meetings with employees shall be held after work hours when necessary; however, at its discretion, the District may coordinate and approve classification group meetings to be held during work hours. After review of the factors for determining a reclassification, the Committee shall make one of the following recommendations:

1. The duties are consistent with the current job description; therefore, no action is required;
2. The duties are consistent with a higher classification; and the employee must either end performance of those duties outside of his/her job description, or the position must be changed to the higher classification;
3. The duties are inconsistent with any job classification, and the employee must either end performance of those duties outside of his/her job description, or create a new position and job description that may or may not constitute a change in salary range.

When the recommendation of the committee is to end performance of specific duties outside the job description, the Human Resources Department shall inform the manager of this recommendation within five work days of the committee's report to the Superintendent or designee. The Human Resources Department shall ensure that the employee ceases to perform the specific duties by April 15.

The Committee will draft a report of its recommendations, **including the effective date**, to the Superintendent or designee on or before March 30th of each year.

If the Superintendent or designee approves the recommendation, the proposed reclassification shall be presented to the Board of Trustees at its second meeting in April of that year. If the Superintendent or designee declines or modifies the recommendation, the Committee shall be notified of this decision by April 15. Unit members may appeal reclassification determinations to the Committee.

If the Superintendent or designee declines or modifies the Committee recommendation, and CSEA wishes to review the evidence upon which the decision was made, CSEA shall request a conference with the Superintendent or designee in writing within ten (10) days from the designee's or Superintendent's decision. If no such conference is requested, the

decision shall be final. If a conference is held, and the Superintendent or designee determines that reclassification is appropriate, the recommendation will be submitted to the Board at its next meeting. If the Superintendent or designee determines the decision was correct, the decision shall be final.

The decisions and/or recommendations under this three-year ~~Pilot~~ Process for Reclassification are excluded from Article 15 Grievance Procedure.

Workload increases are not a part of the reclassification/realignment process and may be addressed at the supervisory level or through Labor Management.

Sample Classification Study Day Session Agenda:

- Welcome and short team-building activity with committee members
- Understanding the job duties of ~~three to four~~ **the** classifications to be studied for the day
- Review of questionnaires and surveys that have been submitted by incumbents in the classifications prior to the work day session
- Determine questions, if any, that the committee has regarding their review of the documents and focus for observations that may answer these questions
- Observations by committee members of incumbents performing their duties (this also allows time for members to ask incumbents questions while observing, as long as Q & A doesn't interfere with work)
- Reconvene and discuss what was learned from the observations
- Make preliminary decisions about classifications that are being studied for the day
 - Which classification job description(s) appropriately match the work being performed?
 - Which classification job description(s) are in need of re-alignment (updated language for example)?
 - Which classification job description(s) are in need of reclassification (duties do not match the job description)?
- **The committee shall take all steps necessary to finalize its recommendation for presentation to the Board**

If a classification needs to be re-classified, input from both supervisors and incumbents must be considered in revising the job description(s) -- these may need to be revised during regularly scheduled labor management meetings.

TRK
4/11/19

[Signature]

ARTICLE 29 - RECLASSIFICATION:

29 / **32.1** During the term of this Agreement CSEA has the right to request ~~the District, during the term of this Agreement,~~ that a position or group of positions within the bargaining unit be studied for possible reclassification as a result of the gradual increase of duties (increased responsibilities) being performed by the incumbent in such positions.

32.2 Application requests for the individual reclassification must be complete and turned in to the Human Resources Department by November 1 for fall consideration and March 1 for spring consideration.

32.3 ~~The procedure below (formerly in Appendix D) will be followed.~~

32.4 Applications for "class-action" type requests will be accepted any time during the year and processed through labor management. Human resources in consultation with the CSEA President will establish a team approach in examining the work of employees in the classification in order to gather data for the class action reclassification.

32.5 If the District determines that any position in the bargaining unit should be reclassified, then notice of that reclassification will be sent to CSEA and upon CSEA's request, and within twenty (20) work days of said notice, the parties will meet to negotiate the effects of such reclassification. If after a reasonable period of time the parties are unable to completely resolve their differences concerning the effects of such reclassification, then the parties agree to submit a request to the California State Conciliation Service for the assistance of a mediator who will mediate the dispute in an effort to assist the parties in resolving their differences. If after a reasonable period of mediation the parties are still not able to resolve their differences, then the parties agree to make a presentation to the Board concerning their position on the issues in dispute and the Board will make a final binding decision concerning the effects of the reclassification.

32.6 Guidelines for Reclassification Requests For Classified Employees

- I. If an employee or the employee's supervisor feels that the duties he/she currently performs differ from those outlined in the current classification description, the reclassification process is available as an avenue of review. If it is determined that an employee request should be representative of the entire unit members working in that classification, the Human Resources Director in consultation with the CSEA President shall determine a team approach in examining the work of employees in that classification to gather data prior to a class action reclassification.
- II. Application for Reclassification can be done throughout the year. Application requests for the reclassification must be complete and turned in to the Human

RPR 3/19/19

John Doe 3/19/19

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M. J. Jernigan
3/19/19

Resources department by November 1 for fall consideration and March 1 for spring consideration.

III. In order to be considered for reclassification, the employee must be consistently asked to perform tasks not in his/her job description.

IV. The process consists of five levels which are as follows:

FIRST LEVEL

Employee obtains appropriate forms from Human Resources in which the employee clearly describes the tasks which differ from the present job classification.

SECOND LEVEL

Upon completion of the Employee form, give a copy with the guidelines and the Supervisor's form to your supervisor (immediate supervisor/evaluator is the lowest level supervisor having immediate jurisdiction over employee). Employee is to forward original request for reclassification to Human Resources. The immediate supervisor is requested to review the employee form, provide input regarding job responsibilities, and complete Supervisor form and forward to Human Resources by due date. The appropriate salary range will not be considered until the fourth level.

THIRD LEVEL

At this level, the appropriate district office administrator is asked to review and comment on the reclassification request.

FOURTH LEVEL

After a thorough review of the documentation submitted, the Reclassification Committee makes a recommendation to the Director of Human Resources. This recommendation may include a salary range.

FIFTH LEVEL

The Director of Human Resources, with the approval of the Superintendent, acts on the recommendation and implements the salary range adjustment, if appropriate.

~~A reclassification request form is attached at Appendix D.~~

ARTICLE 29 - CATASTROPHIC LEAVE BANK

A. ~~Eligibility~~ Bargaining unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:

1. ~~The unit member is suffering from an incapacitating illness or injury which is expected to continue for an extended period of time, as verified by the appropriate physician, and which prevents the unit member from performing his/her regularly assigned work. Verification shall set forth the diagnosis, prognosis and expected length of absence.~~
2. ~~The time off work must create a financial hardship for the unit member because he/she has exhausted all accrued sick leave and other paid time.~~
3. ~~Eligibility for catastrophic leave shall run concurrently with sick leave including differential pay in 13.4 other leaves, but in no event longer than twelve consecutive calendar months following the exhaustion of fully paid sick leave.~~
4. ~~Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated as used in this paragraph means having donated sick leave credits during the period as defined in subsection 13.17(b) (3) below.~~
5. ~~Catastrophic leave credits may be used only in full day~~

increments. B. Procedure for Contributing Sick Leave Credit

1. ~~Unit members may contribute not more than one sick leave day in any one fiscal year.~~
2. ~~If a minimum of thirty (30) unit members fail to contribute sick leave credits to the leave bank in two consecutive open enrollments, the catastrophic leave provision in this article shall automatically be rescinded and any unused sick leave credits in the catastrophic leave reserve shall be returned on a proportionate basis if need be, to those who donated credits and who did not use any catastrophic leave benefits.~~
3. ~~Sick leave credits may only be contributed during an open enrollment period specified by the Joint Association District Catastrophic Leave Committee. Unit members who do not contribute during such open enrollment period may not participate in the catastrophic leave program, and may not contribute until the next open enrollment period is determined by the committee.~~

TA 3/13/19 10:00am

M. Hensley
Sec. president



[Signature]
Asst. Sup. HR
3/13/19
10:00 AM

- ~~4. Contributions of sick leave credits are irrevocable and shall be for a full day only.~~
- ~~5. Only unit members who have contributed days to the Catastrophic Leave Bank are eligible to use it.~~
- ~~6. Upon retirement, unit members may contribute their unused sick leave to the bank under the following conditions:~~
 - ~~a. The unit member must provide written verification to the District that any accrued sick leave to be donated is not eligible to be utilized for retirement service credit under PERS.~~
 - ~~b. The unit member may contribute up to one (1) day of accrued sick leave for each year of employment with the District.~~

~~C. Joint Association District Catastrophic Leave Committee~~

- ~~1. A joint Association District Committee comprised of two representatives and an alternate of each party shall administer the provisions of this article.~~
- ~~2. The duties of the joint committee established by this section shall include the following:~~
 - ~~a) Determine that the unit member is eligible for catastrophic leave.~~
 - ~~b) Determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, and previous use of sick leave and leave pursuant to this section.~~
 - ~~c) Establish procedures for requesting and for donating catastrophic leave credits. Any procedures established shall have the express approval of both parties. The committee shall act prudently to ensure that a sufficient number of days are in the catastrophic leave bank to meet anticipated needs. The committee shall attempt to set the number of days in the catastrophic leave reserve at approximately the same number as the number of members in the classified bargaining unit.~~
 - ~~d) Approve and designate appropriate forms for donating and requesting catastrophic leave credits.~~
 - ~~e) Determine method of proration for sick leave days returned to donor upon discontinuance of program.~~
 - ~~f) Committee members shall be bound by appropriate rules of confidentiality.~~

ARTICLE 30 – TERM

30.1 The term of this Agreement ~~shall become effective upon ratification by both parties and shall remain in full force and effect up to and including is July 1, 2018 to June 30, 2018 2021~~ and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing ~~no later than March 15, of each year of its intention to modify or amend the Agreement.~~ in accordance with Article 31.

ARTICLE 31- REOPENING OF NEGOTIATIONS

31.1 ~~The parties have agreed~~ **This Agreement is settled and closed to negotiations for years 2018-2019 and 2019-2020. Beginning in year 2020-2021 and continuing for each year the Agreement is in effect, the parties may reopen for compensation plus two articles each of their choosing for each year this agreement is in effect.**

TPR
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max
4/11/19
TA 4/11/19
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