

**San Mateo-Foster City School District
And
California School Employees Association and its Chapter 411 (CSEA)**

**TENTATIVE AGREEMENT
2018- 2021 Successor Contract Negotiations
November 29, 2018**

This is a comprehensive tentative agreement to settle the 2018-2021 successor contract.

The items included in this tentative agreement are listed below:

Article 21 (attached):

- For the 2018-19 school year, the 2017-18 salary schedule shall be increased by 3% effective July 1, 2018.
- For the 2019-20 school year, the 2018-19 salary schedule shall be increased by 2.5% funded from Measure V parcel tax revenue effective July 1, 2019. In the event Measure V, the parcel tax, is not approved by the voters in the November 2018 general election and certified pursuant to the official Certificate of Election Results, the 2.5% salary schedule increase will not go into effect and the parties will resume salary negotiations for the 2019-20 school year.

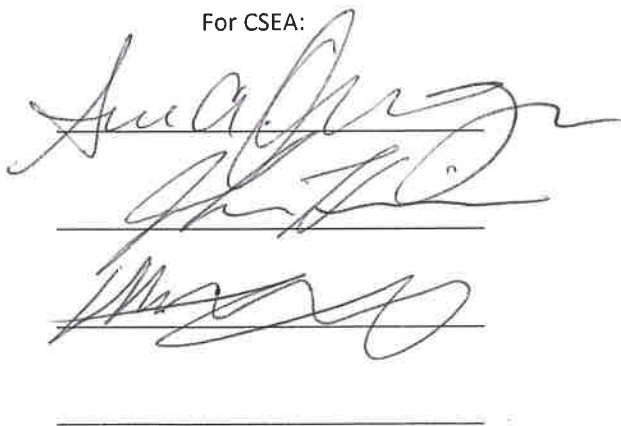
The Parties further agreed to the changes, as reflected, in the attached articles:

- Article 3 (attached)
- Article 5 (attached)
- Article 6 (attached)
- Article 7 (attached)
- Article 8 (attached)
- Article 29 (attached)

Article 30 (attached):

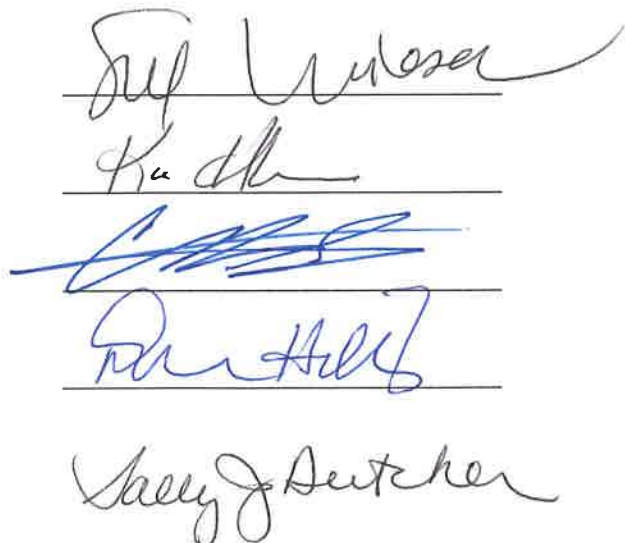
- The Parties agreed that the 2018-2020 will remain closed and there will be no reopeners until the 2020-21 school year, at which time either party may reopen salary (Article 21) and benefits (Article 23).

For CSEA:



Three handwritten signatures in black ink, each written over a horizontal line.

For the District:



Five handwritten signatures in black ink, each written over a horizontal line. The signatures are: 1. A signature starting with 'Suf'. 2. A signature starting with 'Ka'. 3. A signature starting with 'C'. 4. A signature starting with 'D'. 5. A signature starting with 'Sherry'.

TENTATIVE AGREEMENT

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CSEA
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ARTICLE 3

CHECK OFF AND ORGANIZATIONAL SECURITY

3.1 Check Off:

CSEA shall have the sole and exclusive right to have membership dues, ~~and service fees~~ deducted for ~~employees~~ CSEA members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for District approved insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.

3.2 Dues Deduction:

3.2.1 The District shall deduct upon written notification from CSEA, dues in accordance with the ~~CSEA's Dues and Service Fee Schedule, attached hereto and marked Appendix D~~ (CSEA proposes to remove Appendix D), dues from the wages of all employees who are members of CSEA, ~~on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District. Pursuant to Education Code Section 45168, the District may also deduct dues from the wages of members of CSEA without specific written authorization.~~

3.2.2 CSEA shall be responsible for notifying a District designee, in writing, of any changes to an employee's CSEA membership status. Notification shall include an effective date for the change.

3.2.2.1 Notification of new members may be satisfied through written notice by CSEA's designee or via a paper or electronic version of a signed copy of CSEA's authorization for membership and payroll dues deduction form. The District shall retain any authorization forms received from CSEA in the unit member's payroll file.

3.2.2.2 The District shall refer all unit member inquiries regarding changes to CSEA membership, including but not limited to, inquiries relating to payroll dues deduction and/or revocation requests, to the CSEA Labor Relations Representative.

3.2.2.3 The District shall only process revocation requests of a member's payroll dues deduction from the CSEA Labor Relations Representative or designee.

3.3 Interference District Neutrality:

3.3.1 The District, shall not deter, discourage or ~~be neutral and shall not~~ interfere with employees' decisions to become a member or rescind membership in CSEA or any other employee organization. The District shall not interfere with the terms of any agreement between CSEA and its members regarding membership in CSEA, including but not limited to, annual membership renewals and membership revocation windows. Any employee inquiries regarding these matters shall be referred to the CSEA Labor Relations Representative.

3.3.2 All employee inquiries regarding *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 U.S. (2018) shall be referred to the CSEA Labor Relations Representative.

3.3.3 This section shall not be construed to supersede other agreements between the parties relating to District distribution of authorized CSEA produced materials such as the CSEA membership application.

3.4 Privacy of Membership Information:

3.4.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to, Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and personal e-mail addresses.

3.4.2 The District shall notify CSEA, in writing, of any public records requests to the District from outside entities, for contact information of CSEA members. The District shall provide CSEA with notice prior to responding to the request.

3.5 Hold Harmless:

3.5.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by an employee for deductions made in reliance on information provided by CSEA to the District to revoke or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

3.5.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

~~3.2.2 The District shall deduct upon written authorization by employees in the bargaining unit, dues in accordance with the Dues and Service Fee Schedule, attached hereto and marked Appendix D,~~

from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.

3.2.3 As provided in the Government Code Section 3540.1, employees who are members of CSEA, and employees who hereinafter join CSEA, shall retain their membership for the duration of this Agreement. The employee shall have the right to terminate membership within a period of thirty (30) days following the expiration of this Agreement.

3.2.4 Service Fee: CSEA and the District agree that each employee in the bargaining unit should contribute toward the cost of administration of this Agreement by CSEA and for the representation of employees in the bargaining unit by CSEA. As provided in the Government Code Section 3540.1, employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall either within thirty (30) days of the date of this Agreement, or their employment, apply for membership and execute an authorization for dues deduction on a form provided for service fee deduction in accordance with the CSEA Dues and Service Fee Schedule attached hereto and marked Appendix D. Compliance with sections 3.2.3, 3.2.4, and 3.2.5 of this Article shall not be interpreted as a condition of employment. Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

The CSEA shall give a notice in writing to the District of any employee from whom an authorization for dues deduction or service fee has not been received after the thirty (30) day period noted above. The District shall, after receipt of this notice, deduct service fees from the wages of these employees without written authorization, pursuant to Education Code 45168.

3.2.5 Religious Objection: Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support any employee organization as a condition of continued employment except that once such employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs will be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:

—— (1) —— American Cancer Society

—— (2) —— Easter Seal Society for Crippled Children and Adults

—— (3) —— American Heart Association

—— Evidence shall be presented to the parties to this Agreement that an employee belongs to such religious body within thirty (30) days of the date of this Agreement, or their initial employment. Such employee shall provide proof on an annual basis to the District and CSEA that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

3.3 Hold Harmless Clause: CSEA shall defend, indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

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ARTICLE 5

ORGANIZATIONAL RIGHTS

5.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

5.1.1 CSEA shall have the right of access at reasonable times to areas in which the employees work, as long as the employee's work schedule is not disrupted and permission is obtained from the supervisor at the worksite.

5.1.2 CSEA shall have the right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters. Copies shall be submitted to the District in advance whenever possible, but in no event later than the time at which general distribution is made via mailboxes, school mail, or other avenues of communication. All materials posted shall contain the date of posting and expiration date and be identified as originating from CSEA.

5.1.3 CSEA shall have the right to use without charge institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by the EERA (Educational Employment Relations Act). Prior approval shall be obtained from the District.

5.1.4 CSEA shall have the right to receive one (1) copy of the agenda, minutes and non-confidential supporting material of regular Board meetings sent and directed to the President of CSEA, Chapter 411.

5.1.5 CSEA shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site within a

reasonable time following request by CSEA. Thereafter, upon request, CSEA shall be provided with a current listing of additions and deletions to the bargaining unit.

5.1.6 CSEA shall have the right to review employees' personnel files, as specified in this Article, when accompanied by the employee or on presentation of a written authorization signed by the employee.

5.1.7 CSEA shall have the right to review at reasonable times any other non-confidential material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative. CSEA shall reimburse the District for any unusual cost of such request.

~~5.1.8 CSEA shall have the right to conduct orientation sessions on this Agreement for bargaining unit employees outside of working hours.~~

5.1.9 CSEA shall have the right to request the District to provide a copy of this Agreement, without charge, to any employee who becomes a member of the bargaining unit after the execution of this Agreement, at the time of their employment.

5.1.10 CSEA shall have the right to request the District to provide each employee in the bargaining unit with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

~~5.1.11 CSEA shall have the right to increase the amounts on the CSEA dues and Service Fee Schedule, attached hereto and marked Appendix D, from the wages of all employees in the bargaining unit if such increases are approved by the delegates at the CSEA statewide Annual Conference. Such increases shall be implemented in the month following the notification of increase, provided the notification is received by the District by the 25th of the month.~~

5.1.12 The ~~Association~~CSEA and the District recognizes the need to provide up to 8 hours per month release time without loss of compensation for the ~~Association~~CSEA President or designee or Presidents to conduct exclusive AssociationCSEA business. Requests for this type of release time shall be made in writing, with reasonable notice, by the CSEA Chapter

President or Labor Relations Representative. The Association shall have the right to purchase reasonable release time with the cost reimbursed to the department when no substitute is required or a reimbursement of the cost of the substitute provided the District is notified early enough to insure the availability of a substitute.

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ARTICLE 6

HOURS AND OVERTIME

6.1 Work Day, Work Week and Work Year: The District shall set the length of the work day and work week for each classified assignment. The normal workweek shall consist of five (5) consecutive days, Monday through Friday.

6.1.1 All full-time clerical employees shall work seven and one-half (7-1/2) consecutive hours per day, exclusive of lunch, and thirty-seven and one-half (37-1/2) hours per week.

6.1.2 All other full-time employees shall work eight (8) consecutive hours per day, exclusive of lunch, and forty (40) hours per week.

6.1.3 This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.

6.1.4 Part-Time Assignment: The length of the work day and work year for part-time employees shall be designated by the District. At the beginning of the school year, part-time employees shall be assigned a fixed, regular, and ascertainable minimum number of hours whenever possible.

6.1.5 Exception to the Normal Work Week:

- a. Any employee currently working a different schedule; or
- b. Any employee mutually agreeing with the District to work a different schedule.

6.2 Work Year Change: The parties agree to add one day to the work year of unit members in the Child Nutrition Services Department whose work year is currently 181 days, effective in the 2015-2016 school year. The additional day shall be the workday which immediately precedes the first student attendance day. Effective in 2014-2015, the work year for 180 and 183 day work year

classifications shall be increased by one day, to 181 and 184 day work year respectively and the salary schedule shall be adjusted accordingly. The District may remove this additional day in any year and reinstate the 180 and 183 day work year, and adjust the salary schedule accordingly, upon 60 calendar days prior notice to affected unit members and CSEA. The District shall not be obligated to negotiate the decision or effects of this action.

6.3 Adjustment of Assigned Time: Any employee in the bargaining unit who is assigned to work in excess of his/her regular part-time assignment on an extended basis shall have his/her hours reviewed for the purpose of adjusting his/her original part-time assignment. Adjustment shall take place in the following pay period. The District will make a quarterly review of time and hours for the purpose of adjusting upward of fringe benefits. Payments made to employees will be made retroactively to the first day of increase.

6.3.1 Increase in Hours: During the academic school year when additional hours become available at a given job site on a regular basis, notice shall be posted on the bulletin board at that job site. When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the given job classification, at that job site, having the necessary skills and qualifications and with the greatest bargaining unit seniority. If this employee declines the assignment, it shall be offered to the remaining employees possessing the above criteria and in descending order of bargaining unit seniority until the assignment is made.

6.3.1.1 Summer Cleaning: When additional work hours at a school site become available due to Summer cleaning, employees in the Custodian - Night and School Operations Team Leader (SOTL) classifications shall be offered the additional work. If additional work hours are still available after the initial offering, the District shall offer the work to other bargaining unit members that possess the necessary skills and qualifications.

When the District offers additional hours, it shall provide employees with written notice of the dates, times, hours and locations of the work. The notice shall also include

a reasonable due date determined by the District for employee response to the offer.
Employees will return completed notices by the due date that indicate their preferences.
Immediately following the due date, the District will assign the additional work by
seniority (descending order) and preference. Once the additional hours are assigned,
the District will provide written notification to employees confirming the overtime
assignment.

6.4 Lunch Periods:

6.4.1 All employees in the bargaining unit, excluding clerical staff members, Annex, and Pre-K teachers who have an assignment of six (6) hours or more per day, shall be entitled to a non-paid duty free lunch period of thirty (30) minutes per day outside of his/her work day.

6.4.2 All clerical staff employees who have an assignment of six (6) hours or more per day shall be entitled to a non-paid duty free lunch period of sixty (60) minutes per day outside his/her work day.

6.5 Rest Periods: All employees in the bargaining unit who work a minimum of four (4) hours per day shall be granted a rest period of fifteen (15) minutes within each four (4) hours of work with no loss of pay. Credit cannot be accumulated for rest periods not used, or time taken to shorten the work day.

6.5.1 Eligible pre-K and Annex employees working less than six (6) hours may add fifteen (15) duty-free minutes to the end of the workday in lieu of taking the fifteen (15) minute rest period during the workday.

6.6 Overtime: The overtime rate will be paid on all hours in excess of the workdays described in Sections 6.6.1 and 6.6.2 suffered or permitted to be worked by the employer. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay

equal to one and one-half (1-1/2) times the regular rate of pay at the time the work was performed, for all work authorized.

6.6.1 Overtime for clerical employees is defined to include any time worked in excess of seven and one-half (7-1/2) hours in any one day, or on any one shift, or in excess of thirty-seven and one-half (37-1/2) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

6.6.2 Overtime for all other bargaining unit employees is defined to include any time worked in excess of eight (8) hours in any one day, or any one shift, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

6.6.3 For all employees who work four (4) or more hours per day, all hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work. For employees who work less than four (4) hours per day, overtime shall commence on the seventh (7th) consecutive day of work. All hours worked in excess of seven and one-half (7-1/2) hours on the sixth (6th) and seventh (7th) consecutive days shall be compensated at two (2) times the regular rate of pay.

6.6.4 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2-1/2) times the regular rate of pay. This shall mean one and one-half (1-1/2) times "over" the regular rate of pay.

6.7 Compensatory Time: Compensatory time may be taken at a time mutually acceptable to the member of the unit and the supervisor within one hundred twenty (120) days of the date on which it was earned. If the compensatory time has not been taken within one hundred twenty (120) days of the date on which it was earned, the District shall pay the employee in cash at the pay period following pay earned for all such time at the appropriate overtime rate based on the employee's current rate of pay. A supervisor at his/her discretion may allow compensatory time off to an

employee. The compensatory time shall be taken by the employee within the same fiscal year and with the prior approval of the supervisor.

6.8 Overtime-Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department considering job classification, special abilities, and specific District needs. In emergency situations such as threatened loss of school property or facilities overtime will be mandatory. An overtime assignment requiring more than one (1) day to complete shall be considered as one (1) assignment.

6.9 Minimum Call-In Time: Any employee called in to work on a day the employee is not scheduled to work shall receive not less than a two (2) hour assignment at the employee's appropriate rate of pay under this Agreement.

6.10 Call-Back Time: Any employee called back to work after completion of his/her assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

6.11 Hours Worked: For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked. Overtime and substitute hours shall not be included in this computation.

ARTICLE 7

VACATIONS

All employees must call the Absence Reporting System to report any absence(s) whether or not a substitute is required.

7.1 Vacation Accumulation: Members of the classified service will receive vacation credit. Rates of accumulation for twelve (12) month, eleven (11) month and ten (10) month employees are given below:

Years of Service	Vac. Days for 12 Month Employees (52 weeks)	Vac. Days for 11 Month Employees (43 weeks) (208 days)	Vac. Days for 10 Month Employees (39 weeks) (182 days Food Svcs.) (184 days other paraprof.)
1	12	11	10
2	12	11	10
3	13	12	11
4	14	13	12
5	15	14	13
6	16	15	13
7	17	16	14
8	18	17	15
9	19	17	16
10 or over	20	18	17

Annual Salary for contract employees working for 180, 183 and 208 days will be computed according to the following formula:

Annual Salary = (Workdays + Vacation Days + Holidays) x daily hours worked x hourly rate.

7.1.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis. Regular employees, full-time as

well as part-time, shall be entitled to paid vacation on a prorated basis. If the effective employment date of an employee is between the first (1st) and fifteenth (15th), he/she shall accrue one (1) day of vacation. If, however, employed after the fifteenth (15th) of the month, he/she shall not receive any vacation accrual for that calendar month.

No vacation leave may be taken during the first six (6) months of employment with the District.

No vacation leave may be used before it has been credited.

7.1.2 Years of Service for Computation of Vacation Days: For an employee employed between July 1 and December 31 of the fiscal year, one (1) year of service is counted for the purpose of computing the vacation days in the subsequent years. For an employee employed between January 1 and June 30 of the school year, the remaining part of that fiscal year shall not be counted for the purpose of computing the vacation days in subsequent years.

If a regular employee is on leave of absence without pay for half (1/2) or less than half (1/2) of a work year, the year shall be counted as one (1) year of service in subsequent years for the purpose of computing the vacation days based on years of service. If a regular employee is on leave of absence without pay for more than half (1/2) of a work year, then that year shall not be counted as a year of service in subsequent years for the purpose of computing the vacation days based on years of service.

7.1.3 Paid Vacation: Except as otherwise provided in this article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

For a twelve (12) month employee, vacation shall be charged for not less than one-half (1/2) of his/her workday.

For ten (10) and eleven (11) month employees, vacation is included in their regular pay warrants. Deductions shall be made on an hourly or per diem basis, as the case may be, if an employee is absent from work for reasons other than illness or personal necessity.

7.1.4 Vacation Pay: Pay for vacation days for all bargaining unit employees shall be not less than that which the employee would have received had he/she been in a working status.

7.1.5 Vacation Pay upon Separation: When an employee in the bargaining unit is separated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of separation. Upon separation from employment vacation time accrued and not used shall be paid at the regular salary rate of the employee.

7.1.6 Vacation Postponement: If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, provided there is accrued sick leave to cover the absence of the employee. If accrued leave is insufficient, the employee shall use all vacation time before applying for extended sick leave benefits.

The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time as requested by the employee and approved by the District, or may request to carry over part of his/her vacation to the following year, not to exceed twenty (20) days of accumulation as provided for in 7.1.7 below.

7.1.6.1 If, for any district related reason given to the employee in writing, a bargaining unit member is denied all or any part of his/her annual vacation, the employee shall suffer no reduction in the number of paid vacation days due, except that the District shall pay the employee the cash equivalent of any days in excess of the twenty (20) day carry-over provided for in 7.1.7 below.

7.1.7 Vacation Carry-Over: Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over twenty (20) days of vacation to the following fiscal year. No more than twenty days vacation may be carried over from one fiscal year to the next. The District shall pay the employee the cash equivalent of any days in excess of twenty.

7.1.8 Holidays: When a holiday falls during the scheduled vacation of any employee, such employee shall not be charged with a vacation day for a holiday falling within that period.

7.1.9 Vacation Scheduling: Vacations shall be scheduled at times requested by bargaining unit employees as far as possible within the District's work requirements.

7.1.9.1 At given job sites and within given job classifications priority for scheduling of vacations shall be given on the basis of seniority. The District reserves the right to schedule vacations in the best interest of program need.

7.1.9.2 If two or more employees at a given job site and within a given job classification request identical and/or similar vacation schedules, the employee with the greatest seniority shall be given his/her first (1st) choice for vacation scheduling. Thereafter, all other choices for vacation scheduling at a given job classification shall be scheduled in descending order of seniority. If two or more employees have equal class seniority, then the determination shall be by lot.

7.1.9.3 Not later than the first (1st) work day of March, the District shall, through the employee's Immediate Supervisor, provide vacation scheduling notification at each work site.

7.1.9.4 Not later than the first (1st) work week of April, the employee shall enter their choice for vacation preference in the Absence Reporting System. All employees, who for any reason, do not submit a vacation request within the specified time limits shall have their vacations scheduled to those open dates and times that remain, as determined by the District.

7.1.9.5 Not later than the third (3rd) work week of April, the Immediate Supervisor shall approve the employee's vacation dates. All vacations shall be final except that an employee may request to reschedule the vacation for a legitimate personal reason, subject to District approval, and the District may reschedule the vacation, in consultation with the employee, for any legitimate operational reason.

7.1.9.6 Where the employee's choice cannot be honored, an alternate choice shall be considered on a seniority basis.

7.1.9.7 Once all vacation requests have been assigned and approved, they shall be posted at each job site.

7.1.10 Vacation Scheduling for School Operations Team Leader and Custodian – Night

7.1.10.1 Not later than the first (1st) work day in August, the District shall, through the employee's Immediate Supervisor in the Maintenance and Operations Department, provide vacation scheduling notification at each work site.

7.1.10.2 Not later than the first (1st) work week of September, the employee shall enter their choice for vacation preference in the Absence Reporting System for vacation requests for October 1 through September 30 of the following year. All employees, who for any reason, do not submit a vacation request within the specified time limits shall have their vacations scheduled to those open dates and times that remain, as determined by the District.

7.1.10.3 Not later than the third (3rd) work week of September, the Immediate Supervisor in the Maintenance and Operations Department shall make a determination regarding the approval of the employee's requested vacation dates. Each custodian will receive confirmation of the vacations dates that have been approved. All vacations shall be final except that an employee may request to reschedule the vacation for a legitimate personal reason, subject to District approval, and the District may reschedule the vacation, in consultation with the employee, for any legitimate operational reason.

7.1.10.4 Where the employee's choice cannot be honored, an alternate choice shall be considered on a seniority basis.

7.1.10.5 Once all vacation requests have been assigned and approved, they shall
be posted at each job site.

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ARTICLE 8

8.15 Parental Leave With Pay

8.15.1 Pregnancy Disability. Unit members are entitled to use sick leave as set forth in 8.3 and 8.5 for reasons caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability.

8.5.1.1 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.

8.5.1.2 Unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, or recovery therefrom when accumulated and extended sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.

8.5.1.3 A unit member on leave for pregnancy reasons shall be entitled to return to a position comparable to that held at the time the leave commenced.

8.15.2 Parental Leave. A unit member with less than one (1) year in the district may utilized up to ten (10) days of parental leave, deducted from accumulated sick leave, will be granted, upon request, to the non-birthing unit member at the birth of the child.

8.15.3 Adoption Leave. Any unit member with less than one (1) year in the district shall have the right to utilized personal necessity and sick leave for absence necessitated by child adoption. Such leave shall not exceed twenty (20) days.

8.15.4 Child Bonding Leave. Unit members may choose to take up to 12 school weeks for child bonding occasioned by the birth of the unit members' child, or placement of a child with the unit member in connection with the unit members' adoption or foster care of the child as provided by the California Family Rights Act (CFRA). Pursuant to Education Code Section 45196.1, unit members may choose to utilize any accumulated sick leave during the child bonding leave granted under this section. After sick leave has been exhausted, the unit member may use differential fifty percent (50%) paid leave, as described in Section 8.5.1, for the balance of the 12 school week bonding leaves.

8.15.4.1 For mothers, the 12 week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

8.15.4.2 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and run concurrently with CFRA.

8.15.4.3 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.

8.15.5.4 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

8.165 Parental Leave Without Pay-for-Child Rearing:

8.16.1 Leave without pay for the purposes described in Section 8.15 shall be granted to a unit member, without regard to gender, for child rearing, if requested by unit member. This type of leave shall may be used instead of or in addition to exclusive of "Parental Leave with Pay" described in Article 8.15.

8.165.2 The unit member shall make the request to a Human Resources administrator for such leave as soon as practicable. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

8.165.3 The duration of the leave may be up to six (6) consecutive months or through the end of the school year whichever is greater.

8.165.4 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on unpaid parental leave, ~~for child-rearing, whether or not the illness or disability is related to a subsequent pregnancy, miscarriage, childbirth, or recovery therefrom.~~ The employee shall be placed in the position held previous to such leave, however, the District cannot guarantee placement at the same site.

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CSEA #411 Proposal to SMFCSD

November 29, 2018

ARTICLE 21

PAY AND ALLOWANCES

21.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and be reference incorporated as a part of this Agreement. The regular rate of pay shall include any longevity increment or shift differential required to be paid under this Agreement. All employees in the bargaining unit shall receive an Employee Earnings Worksheet within a reasonable period of time annually after the beginning of their work year.

21.1.1 The ~~2016-2017-2015-16-2017-18~~ salary schedule shall be increased by 3% effective July 1, 2015 2018. This salary schedule increase shall impact all current and former-retired unit members that were employed at the District between July 1, 2018 and the date that this agreement is ratified by the parties.

21.1.2 The 2018-19 salary schedule shall be increased by 2.5% funded from Measure V parcel tax revenue effective July 1, 2019. In the event Measure V, the parcel tax, is not approved by the voters in the November 2018 general election and certified pursuant to the official Certificate of Election Results, the 2.5% salary schedule increase will not go into effect and the parties will resume salary negotiations for the 2019-20 school year. This agreement closes salary negotiations for 2019-20.

The District shall offer CSEA an equivalent increase to any increase that another bargaining unit receives that exceeds the increase negotiated with CSEA for the 2018-19 and 2019-20 school

years. ~~2014-2015 and 2015-2016, excluding increases that are due to a negotiated compromise involving a change in working conditions, such as increased class size, workload, work minutes, or days. If there is a disagreement about whether an increase to another bargaining unit is due to a negotiated compromise, CSEA may demand to bargain the disagreement.~~

CSEA 411 Counter Proposal to SMFCSD
2018-19 Successor Negotiations
November 29, 2018

CSEA
2.16

Article 29 PROFESSIONAL GROWTH

29.1 Introduction: The Professional Growth Program for classified employees is designed to promote activities which would assist the classified employee in acquiring the knowledge and skills needed to do his/her job well; to have an opportunity to reach the maximum level of his/her professional potential; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to provide an advancement to new positions; to encourage the employee to improve his/her relations with students, other employees, and the public; and to provide the employee with an awareness of the importance of increased efficiency needed to fulfill his/her role in the San Mateo-Foster City School District. This program is voluntary.

29.2 Definition of Program: It is an organized program designed to give the classified employee incentive to improve skills, to encourage employees to contribute more to the educational program of the schools and to improve work performance.

29.3 Definition of Professional Growth: It is the continuous, purposeful encouragement in study and related activities by classified employees to retain and extend high standards of job performance.

29.4 Professional Growth Authorization: A CSEA Designee shall be appointed by the Chapter President.

29.4.1 Duties and Functions: The duties of the Chapter designee shall be as follows:

29.4.1.1 To review and recommend approval or disapproval of employee application for credit.

29.4.1.2 To make recommendations to the Assistant Superintendent for Human Resources regarding the granting of professional growth credits to eligible employees.

29.4.1.3 To review upon request of the employee an application which has been denied.

29.5 Methods by Which Stipends May be Obtained: The following represents the methods by which professional growth credit may be obtained:

29.5.1 College Courses: Criteria for courses: 1) the subject matter of the course should relate directly to the position currently occupied by the unit member, or 2) the subject matter of the course should meet the requirements of the position for which the unit member is training, or 3) the course is required for a degree program appropriate to service in public education, or 4) the course shall enhance the employees' personal development. All unit members taking courses must obtain a grade of "C" or better. College work must be verified by an official transcript or official grade card verifying grade, unit or hours, and completion date. Points will not be given to a unit member who is on leave from the District to become a full-time student. Each approved college semester unit will be equal to one (1) professional growth point. Each approved college quarter unit will be equal to two-thirds (2/3) of a growth point. ~~Ten (10)~~ five (5) points must be accrued in order to earn a stipend.

29.5.2 Institutes, Conferences, Workshops, Lectures, Seminars: Successful completion of approved workshop/seminar, etc. will earn credit only if they occur outside of working hours. For every sixteen (16) hours in an approved workshop/seminar, etc. the employee shall be credited one (1) point. Verification of completion must be submitted.

29.5.3 Adult Evening, Trade School, and High School Course Credit: All unit members taking courses must obtain a grade of "C" or better. Course work must be verified by an official grade card verifying grade, unit or hours, and completion date. Sixteen (16) weeks, one hour a week - a total of 16 hours equals one point, [total of forty-eight (48) hours per semester equals three (3) points.]

29.6 Professional Growth Stipends:

29.6.1 A bargaining unit member who successfully earns five (5) ~~ten (10)~~ professional growth points shall be awarded a stipend of \$275.00 ~~\$550.00~~. Professional Growth points must have been earned after a unit member's initial employment with the District. There shall be no limitation on the frequency of professional growth stipends a unit member may receive in any one year. No unit member may receive more than ~~six (6)~~ fifteen (15) stipends during his/her period of employment.

29.6.2 Credit shall not be given for seminars/workshops, etc. required or paid for by District. Credit shall not be given for seminar/workshops taken on District time.

29.6.3 The District Human Resources Office shall maintain all records of professional growth points in the personnel file of each employee and will be made available to the employee for review upon request. Applications for participation in the program can be obtained in the Human Resources Office.

29.6.4 A unit member desiring to participate in the Professional Growth Program must submit his/her form for credit prior to the start of class, seminar, workshop, etc., in order to guarantee credit. Credit will be granted once a year for courses submitted prior to November 1 of each work year. Courses submitted and approved after November 1 will be credited to the following work year.

Applications which have been evaluated shall be returned to the employee with a notation of action. Any challenge to the action may be resubmitted.

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ARTICLE 30

TERM OF AGREEMENT

30.1 This Agreement shall remain in full force and effect up to and including July 01, 2018 through June 30, 2021, and thereafter shall continue in effect year-by-year unless amendment is requested in writing in accordance with Article 13, "Negotiations."


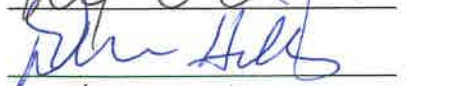



30.2 The Parties agree that the 2018-2020 school year will remain closed. There shall be no reopeners for 2019-2020~~15-2016~~. For 2020-21~~16-2017~~, either party may reopen salary and benefits (Articles 21 and 23), ~~and two other articles each.~~






In Witness Whereof, the Association has caused this Agreement to be signed by its representatives, and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

Date: 11/29/18

Representing the San Mateo-
Foster City School District

Representing the California School
Employees' Association, Chapter 411

MEMORANDUM OF UNDERSTANDING
between the
SAN MATEO-FOSTER CITY SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 411

SECONDARY LANGUAGE SKILLS

This Memorandum of Understanding constitutes an agreement between the San Mateo-Foster City School District ("District") and California School Employees Association, Chapter 411 ("CSEA 411"), collectively referred to as "the parties", regarding employees who use their secondary language skills at work.

RECITALS

The Parties agree that employees who are employed in classifications/positions requiring secondary language skills ("SLS"), as well as those employees who are employed in classifications/positions who may have SLS and who may be requested by their supervisor to utilize such skills to assist students, parents, teachers or administrators, should be recognized and compensated.

AGREEMENT

The Parties agree that further study of how to recognize and compensate employees is needed. Consequently, the Parties agree to:

1. Establish a subcommittee to examine how employees/applicants should be recognized and compensated for using secondary language skills as required for their jobs. The subcommittee will be made up of six (6) members, three (3) appointed by the CSEA Chapter President and (3) appointed by the District. The appointed members shall represent a small and large elementary school and a middle school and should represent schools in both San Mateo and Foster City. The subcommittee will meet at least once per month, for five months and may meet more frequently as necessary. The first meeting will occur in January 2019.

The committee shall reduce its recommendations to writing and submit to the Assistant Superintendent of Human Resources by May 15, 2019. Upon receipt of the written recommendation by the Assistant Superintendent of Human Resources, a copy of the recommendation shall be submitted to the CSEA Chapter President and the Labor Relations Representative. Within thirty (30) calendar days from the date that the recommendation is submitted to CSEA, the parties shall meet in person and negotiate.

2. The subcommittee will:

- a. Review current bilingual classifications,
- b. Review and revise bilingual job descriptions as needed,
- c. Review and provide input on second language assessments developed by the District to assess employee *or applicant* oral and written skills in a language other than English,
- d. Gather data regarding employees who have secondary language skills who have been requested by their supervisors to utilize such language skills to assist students, parents, teachers or administrators,
- e. Develop options regarding employee qualifications, eligibility and determine which employees are using SLS in the workplace,
- e.f. Determine which classifications of employees are required to use SLS in their position and how employees/applicants should be recognized and compensated for using SLS,
- f.g. The District will determine the fiscal impact of options generated by the subcommittee.

Dated: 11/29, 2018

Dated: 11/29, 2018

DISTRICT

By: _____

By: _____

CSEA 411

By: _____

By: _____