

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6

May 23, 2022

The provisions of the 2021-2024 negotiated Agreement between the District and the Association shall remain in full force and effect except for the following modifications. All tentative agreements and proposals listed below are attached and incorporated into this Tentative Agreement.

1. ARTICLE 9 - LEAVES

See attached article dated May 23, 2022

2. ARTICLE 11 - EVALUATION PROGRAM

The District agreed to a new evaluation cycle for Permanent employees. See attached article dated May 18, 2022

3. ARTICLE 14 - PAY

The District agreed to an increase based on projected Cost of Living Adjustment (COLA) for the 2022-2023 and 2023-2024 school years. See attached article dated May 23, 2022.

4. ARTICLE 19 - HEALTH & WELFARE BENEFITS

The District agreed to continue to cover the Bronze Plan for employees only for the duration of the collective agreement. See attached article dated May 23, 2022.

5. ARTICLE 24 - RECLASSIFICATION AND REALLOCATION COMMITTEE


CSEA and the District developed a new article establishing a Reclassification and Reallocation committee.

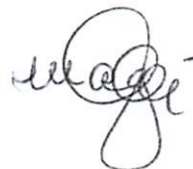
CSEA, Chapter 6:



Chapter President 5/23/22
Date

NMCUSD:


Senior Executive Director, Human Resources 5/23/22
Date


Labor Relations Representative 5/23/22
Date

 05/23/22

 5/23/22

 5/23/22

 5/23/22

 5/23/22

10/10/1955
10/10/1955
10/10/1955

10/10/1955

10/10/1955
10/10/1955
10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

10/10/1955

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6

May 23, 2022

ARTICLE 9 – LEAVES

9.1 NOTIFICATION OF LEAVE BY UNIT MEMBERS

Unit members are responsible for notifying the District of absences, whether due to illness or any other cause(s). Absent an emergency, notification shall be as soon as possible, at least one (1) hour prior to the employee's assigned starting time on the first day of an absence. In the event of an emergency, notification shall be made as soon as is reasonably possible. Notification shall be made to the employees' direct supervisor, or to the individual specified by the supervisor in writing. If the employee is unable to reach either the person to be notified or the direct supervisor, the Human Resources Office shall be notified of the absence.

It shall be assumed that the employee intends to report for duty on the next workday ~~following~~ unless the District is otherwise notified in accordance with these procedures.

9.2 DEFINITION OF PAID AND UNPAID LEAVES

Paid and unpaid leaves are defined as follows:

9.2.1 PAID LEAVE OF ABSENCE

Means a unit member will be entitled to:

- Receive wages and fringe benefits including retirement benefits.
- Return to comparable assignment which the unit member worked under prior to the paid leave.
- Receive credit for annual salary increments during the leave.

9.2.2 UNPAID LEAVE OF ABSENCE

Means a unit member will retain the right of employment and may retain medical, dental, or other health and welfare benefits during the period of leave, provided that the unit member has paid to the District in advance the monthly cost of those benefits.

9.3 LEAVES OF ABSENCE WITH PAY

The following leaves of absence are granted by the District with pay:

9.3.1 MEDICAL APPOINTMENT LEAVE

All unit members who work 6 or more consecutive hours in which the majority falls between 9 and 5 may be released from duty **for** up to a two (2) hour period during a working day when appointments for personal medical reasons cannot be scheduled other than during working hours.

Following the appointment, the employee must **submit_attach_proof** of **the** doctor's visit to **their supervisor**. The school administrator/supervisor assumes the responsibility for proper administration of the above, and may deny this privilege if it is determined that this privilege has been abused.

All unit members requesting the above shall get approval from the administrator/supervisor in sufficient time so that proper arrangements may be made for substitutes or coverage if necessary.

9.3.2 SICK LEAVE

It shall be the policy of the District to grant no additional sick leave benefits to classified employees beyond those benefits established by law. State and Federal Mandates will be followed.

9.3.3 TEN MONTH EMPLOYEES

Each classified employee employed five (5) days a week for the regular school term shall be entitled to ten (10) days sick leave each year, accumulative in accordance with provisions of the Education Code.

9.3.4 ELEVEN MONTH EMPLOYEES

Each classified employee employed five (5) days a week for the regular school term shall be entitled to eleven (11) days sick leave each year, accumulative in accordance with provisions of the Education Code.

9.3.5 TWELVE MONTH EMPLOYEES

Each classified employee employed for the full fiscal year (July through June) shall be entitled to twelve (12) days sick leave each year, accumulative in accordance with provisions of the Education Code.

9.3.6 EMPLOYEES WORKING LESS THAN FIVE (5) DAYS

Each classified employee employed for less than five (5) full school days a week shall be entitled, for a fiscal year of service to that proportion of twelve (12) days sick leave as the number of days he/she is employed per week bears to five. (Ed. Code 45191)

9.3.7 EXPIRATION OF SICK LEAVE BENEFITS

- An employee who has exhausted all sick leave benefits **and continues to be out due to illness or injury in accordance with Education Code 45196** is entitled to substitute differential pay beginning with the first day of absence up to a maximum of five (5) months. The amount deducted from the salary due the employee shall not exceed the rate actually paid a substitute.
- Upon the expiration of all sick leave benefits and after absence due to illness or injury in excess of five (5) months, and if the employee is not medically able to assume his/her duties, the employee shall be placed on a thirty-nine (39) month **reemployment** list.
- However, the employee may petition the Board for an additional leave, paid or unpaid, for an additional six (6) months.

9.3.7.1 CATASTROPHIC LEAVE

This Article shall be available to permanent employees who have personally experienced an illness or non-industrial accident or an illness or non-industrial accident of the employee's immediate family member, as defined in Article 9.3.14, that has caused them to be absent from their duties for a period exceeding that defined in Education Code Section 45196.

- a. Classified employees may donate up to two (2) days of earned vacation or earned sick leave per request each calendar year. Provided, however, that employees donating sick leave shall have a minimum of 11 days' sick leave accumulated in order to donate.

- b. The maximum amount of donated leave that may be utilized by an employee for any one request shall not exceed twenty (20) work days. The employee may be allowed to reapply for additional donation requests. All permanent or probationary unit members may receive up to 100 days of donated sick leave per fiscal year.
- c. An eligible employee may file a request for leave hereunder with the CSEA, Chapter 6, for consideration and recommendation on a case-by-case basis. Such request shall be accompanied by a written verification by a physician describing the incapacitating nature and probable duration of the illness. Any unused donated sick leave will be set aside into a catastrophic leave bank for future catastrophic leave requests. Hours will roll over from year to year. The CSEA President, Assistant Superintendent of Human Resources, and Benefits – Account Specialist shall schedule a meeting at the start of each fiscal year to audit the catastrophic leave bank balance.
- d. Upon recommendation of approval by CSEA, Chapter 6, the request and accompanying documents shall be forwarded to the Superintendent or designee for verification of eligibility and program administration.
- e. Employees must exhaust all accrued sick leave, vacation, compensatory time or other paid leave in order to be eligible to participate.
- f. Any employee who receives paid benefits pursuant to this program shall use all previously earned or new leave entitlements before using donated leave under this provision.
- g. All donated leave shall be anonymous and irrevocable. All donated sick leave not utilized by the requesting employee during the time period requested and approved shall be returned and set aside into the catastrophic leave bank, as described in c. of this section.
- h. Decisions to grant or deny leave requests under this Article shall not be subject to the grievance procedure contained in this Agreement.

9.3.8 PREGNANCY DISABILITY LEAVE

Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for child care, child rearing or preparation for childbearing, but shall be limited to those disabilities as set forth above.

9.3.9 LENGTH OF PREGNANCY DISABILITY LEAVE

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 employee and the employee's physician or licensed practitioner; however, the District may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District, at District expense.

9.3.10 RETURN TO DUTY FOLLOWING PREGNANCY DISABILITY LEAVE

The employee on leave for pregnancy disability shall be entitled to return to her position or a position comparable to that held at the time leave commenced.

9.3.11 PARENTAL LEAVE

- a. Employees may elect to utilize up to 12 weeks of sick leave for the purposes of parental leave. "Parental leave" means leave for the reason of the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child.
- b. For mothers, the 12 week parental leave shall commence at the conclusion of any pregnancy disability leave.
- c. For non-birthing parents, the 12 week parental leave shall commence on the first day of such leave.
- d. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.
- e. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- f. Pursuant to Education Code section 45196.1, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 45196.1(a)(2) for the balance of the 12 week period. Parental leave is available for employees who have worked less than twelve hundred and fifty hours (1250) in the twelve month period preceding the leave. Parental leave is not available, however, to employees who have not been employed for at least twelve (12) months (52 weeks).
- g. The District must be provided with at least thirty (30) days prior notice of intent to take parental leave, except in the case of emergency.

9.3.12 PERSONAL NECESSITY LEAVE

Up to eight (8) days per year of sick leave may be used by the employee, at his/her option, for reasons of personal necessity.

- a. Death of a member of the immediate family. "Immediate Family" means mother, father, grandmother, grandfather, or grandchild of the unit member or the spouse or registered domestic partner of a unit member and the spouse or registered domestic partner, son, daughter, son-in-law, daughter-in-law, brother, or sister of the unit member; foster parents, foster children, stepparents, stepchildren; or any relative living in the immediate household of the unit member.
- b. Accident involving the person or property, or the person or property of a member of the immediate family.
- c. Appearance in court as a litigant, or as a witness under an official order.
- d. Illness of a member of the household or death of a relative who is not a member of the immediate family.

- e. Up to the equivalent of two (2) work days of Personal Necessity Leave may be used for personal business each year.
- f. For an employee who is a victim of domestic violence, sexual assault, or stalking, personal necessity leave may be used to take time off work for any the following reasons:
 - i. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
 - ii. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - iii. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - iv. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - v. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
 - vi. For purposes of this section, the terms "domestic violence," "sexual assault," and "stalking" are as defined in California Labor Code sections 230 and 230.1.
- g. Personal Necessity Leave may be used for purposes not expressly stated herein, provided that advance permission is obtained from the immediate supervisor, except when an emergency prevents the employee from notifying the District in advance of the emergency.
- h. Personal necessity shall not be used as vacation time.

9.3.13 BEREAVEMENT LEAVE

- a. Up to three (3) days bereavement leave, plus two (2) additional days if at least three hundred (300) miles travel is required, with pay, shall be allowed to all unit members for death occurring in the immediate family. "Immediate Family" is defined as in 9.3.12, a.
- b. In recognition of special relationships, unit members may apply to the Superintendent or his/her designee for Bereavement Leave to attend the funeral of a close friend or relation who is not classified as a member of the immediate family, up to three (3) days per year. In addition, two (2) days per school year may be requested to be deducted from the unit member's sick leave.
- c. When notifying the District of his/her absence due to bereavement, the unit member shall state the relationship to the deceased.

9.3.14 CRITICAL ILLNESS OR EMERGENCY LEAVE

An emergency shall be held to mean a critical illness, an accident, or an emergency as defined below, involving a member of the immediate family.

"Immediate Family" means: Grandmother, Grandfather, Mother, Father, Mother-in-Law, Father-in-Law, Spouse, Registered Domestic Partner, Son, Daughter, Brother, Sister, Son-in-Law, Daughter-in-Law, Grandchild, Foster children, Foster parents, Stepchildren, Stepparents, or any relative living within the immediate household of the employee. Critical illness must be verified in writing by a licensed practitioner or medical doctor, or any registered medical officer.

Any natural disaster or calamity, such as fire, flood, earthquake, etc., which shall prevent an employee from fulfilling his/her position, shall be considered an emergency.

Any number of days may be granted without loss in pay in any one school year, subject to Board approval.

9.3.15 PERSONAL LEAVE

Classified employees may be entitled to a maximum of two (2) days leave of absence without loss of pay. The necessity of such leave of absence will be subject to approval by the Board. Personal leave will not be accumulated from year to year.

9.3.16 MILITARY LEAVE

Classified employees shall be entitled to such leaves of absence with pay and other benefits as are provided in Division II, Part I, Chapter VII, of the Military and Veterans Code. (M&V 395.01)

9.3.17 JURY DUTY

Classified employees covered under this Agreement who are called to serve on a jury shall be entitled to be absent from "duty," night or day, without loss of pay. Any compensation received by an employee as a member of a jury, shall be remitted to the District less mileage, meals and parking compensation received.

9.3.18 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

Classified employees covered under this Agreement shall be eligible for leave of absence because of industrial accident or illness as acknowledged by the State of California Compensation Insurance Fund. Allowable leaves shall be for not more than sixty (60) working days in any one fiscal year for the same accident and shall commence the first day of absence.

Leaves of absence under this section shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, shall result in payment to them of not more than their full salaries. Leaves of absence applied for under this section shall be reduced by one (1) day for each authorized absence regardless of a temporary disability indemnity award to the employee.

When entitlement to Industrial Accident or Illness leave has been exhausted, entitlement of other sick leave shall be used. If an employee is receiving Workers' Compensation, the person shall be entitled to use a Pro Rata Share of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the employee's compensation award, provide for a full day's wage or salary.

During all paid leaves of absence, whether industrial or accident leave, as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of Governing Board, the employee shall endorse to the District wage loss benefit checks received under Workers' Compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

9.3.18.1 Education Code Section 45192 has mandatory provisions which are applicable.

9.3.19 VERIFICATION OF INDUSTRIAL ACCIDENT OR ILLNESS

The District Superintendent shall recommend to the Board of Trustees employees petitioning for leaves of absence under "Industrial accident or illness leave." Classified employees petitioning for such leaves are responsible for furnishing the District Superintendent, upon his/her request, a statement signed by a licensed physician or practitioner verifying the nature of the injury or illness and the number of days of absence that will be needed for the leave of absence. A second signed physician's or practitioner's statement may be required of the employee upon request of the District Superintendent or designee at the end of the employee's leave of absence certifying that the employee's condition is satisfactory to warrant a return to duty.

9.3.20 RELEASE TIME TO ATTEND PROFESSIONAL MEETINGS AND CONFERENCES

Requests, by the CSEA/Association representatives, for professional leave with no loss of pay for purpose of attending professional meetings and conferences, may be considered by the Board provided that the following conditions are met:

- a. That the request be submitted in writing to the Superintendent by CSEA/Association at least one week in advance of the Board meeting date.
- b. That the meeting attended is such that some public purpose is served, i.e., if the interests of the School District as a whole are benefitted.
- c. That upon return from approved conferences the delegates shall report, in writing, to the CSEA/Association, the results of the conferences. Copies of this report and materials gathered shall be submitted by the CSEA/Association to the Superintendent.
- d. Attendance at meetings of this type shall be restricted to five (5) working days per year to allow up to three delegates to attend the union's annual conference in August.

9.4 PROOF OF SICKNESS OR INJURY

Whenever an employee is required to be absent from duties on account of sickness or injury, said employee shall provide proof of sickness or injury as follows:

- 9.4.1 In cases not involving pregnancy, miscarriage, childbirth, and recovery therefore, the normal method of proof of illness or injury shall be the employee's signature to the effect he/she has been absent or suffering from any injury requiring his/her absence for the period specified. In any such case, at the discretion of the District, however, and in all cases involving absence in excess of five (5) days, the employee shall submit either:

A Physician's verification stating that the employee was not able to perform or could not perform his/her normal duties for the specified period; or

A written statement by the employee to the effect he/she is a member of a religious sect, denomination or organization, and that he/she was treated in accordance with the practices of his/her religious beliefs.

- 9.4.2 In unusual circumstances, the Superintendent may require proof of illness to be supported by a competent medical authority before sick leave benefits may be received, in all absences because of illness.

9.5 MATERNITY LEAVE

9.5.1 MATERNITY LEAVE

An employee may take a maternity leave of absence without pay, up to one (1) year. The beginning and ending dates of the leave will be determined on the basis of the employee's physical condition as certified by her physician, and the convenience of the District.

9.5.2 LEAVE FOLLOWING CHILDBIRTH

At the request of the employee, maternity leave may be granted for up to one year following childbirth. No compensation will be granted for such additional leave.

9.5.3 RETURN TO DUTY FOLLOWING MATERNITY LEAVE

Prior to the return to duty, the employee concerned shall submit a written statement from her doctor, to the Superintendent that she is physically fit to return to duty.

9.6 OTHER LEAVES

- 9.6.1 Classified employees may be granted leaves of absence by the Board in excess of one (1) month without pay under the following conditions:

That the leave is requested for the purpose of rest, illness or personal hardship.

- 9.6.2 If appropriate, a doctor's statement may be required to clarify health requests.

- 9.6.3 Leaves of absence may not exceed one (1) year unless by special action of the Board.

- 9.6.4 An employee granted a leave of absence for one (1) year is assured that upon his/her return to duty he/she will be reassigned to the same classification, but not necessarily the same position which he/she vacated, provided that the employee on leave notifies the Superintendent on or before the first day of March that it is his/her intention to resume his/her duties the ensuing school year. Failure to notify the Superintendent of intention to return to duty on or before the first day of March prior to the ensuing school year automatically terminates employment.

9.7 FAMILY CARE AND MEDICAL LEAVE

Employees may be granted family care and medical leave pursuant to Government Code Section 12945.2 (California Family Rights Act ["CFRA"]) under the following terms and conditions:

- a. Family care and medical leave may be paid or unpaid depending on the requirements of the CFRA as set forth in this section 9.3 and subsections. For a period not to exceed twelve (12) weeks,

employees on such leave will continue to be covered by the District's medical, dental and vision plans. Employees will not continue to be covered under life insurance and/or any other non-health benefit plan, including District retirement contributions. Employees may continue to make the appropriate contributions for continued coverage for life insurance and/or non-health benefits plans by direct payments to these plans. The District may recover the cost of premiums paid for medical, dental and vision coverage in the event that an employee who takes leave under this Article fails to return to work for reasons other than due to his/her disability. Recovery may also occur should the employee separate from employment during the first 30 days of their return from Family Care and Medical Leave.

- b. If both parents are employed by the District, they each receive twelve (12) weeks of CFRA baby bonding leave per year.
- c. An employee shall have been employed for a minimum of twelve (12) months and at least 1250 hours during this period to be eligible for family care and medical leave hereunder.
- d. Leave may be granted for the birth, adoption, or foster care of a child within twelve (12) months of the birth or placement, or the serious health condition of the employee's child. Leave under this Section may be taken on an intermittent basis with the approval of the School Board subject to CFRA Regulations. (See also section 9.3.11 Parental Leave.)
- e. Leave may be granted for the serious health condition of a family member or the employee. Family member is defined as grandparent, grandchild, sibling, spouse, domestic partner, mother, father, child under the age of 18, or a child above that age who is incapable of self-care because of mental or physical disability, or any relative living in the immediate household of the unit member. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. Leave under this Section may be taken intermittently if medically necessary. If an employee's request for intermittent leave is foreseeable based upon planned medical treatment, the District may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
- f. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either the following: inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider. Certification of a serious health condition shall include the date upon which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is needed to care for a family member or child or that the employee is unable to perform his/her function. In the case of intermittent leave, the dates and durations of treatments to be given shall also be provided. The District may require subsequent re-certification on a reasonable basis.
- g. The District may require that a second opinion be obtained at District expense. In the event of conflicting opinions, the District, at its own expense, may require a third and final opinion that shall be binding.
- h. An employee who meets all the requirements of eligibility shall be entitled to twelve (12) work weeks of unpaid leave in any twelve (12) month period. A twelve (12) month period commences on the first day of leave.

- i. An employee may elect, or the District may require, an employee to substitute for family care and medical leave, any accrued vacation, compensatory time or any other paid or unpaid leave to which they may be entitled.
- j. An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.
- k. An employee and the District must mutually agree for the employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of a child, spouse or parent of the employee.
- l. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code Section 12945. Health care benefits will be provided in accordance with California Fair Employment and Housing Commission regulations.
- m. Upon expiration of leave hereunder, an employee shall be entitled to be restored to the position of employment held when the leave commenced, or, in the event the position has been eliminated, to an equivalent or comparable position. As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee shall obtain and present a "fitness for duty" certification from the health care provider that the employee is able to resume the essential duties required by the position with or without reasonable accommodation. Failure to provide such certification shall result in denial of restoration.
- n. Unit members may also be eligible for military qualifying exigency leave (up to 12 weeks per defined year) and/or military family caregiver leave (up to 26 weeks per defined year) pursuant to the Family Medical Leave Act and related regulations.
- o. The above negotiated provisions are intended to, and shall comply with the provisions of the CFRA and the regulations of the Fair Employment and Housing Commission covering family care and medical leave and the regulations of the U.S. Department of Labor.
- p. Alleged violations of this provision shall be filed with the Fair Employment and Housing Commission or the United States Department of Labor and shall not be subject to the grievance procedure contained in this Agreement.

9.8 Fitness for Duty Examinations

- 9.8.1 An employee who seeks to return to work following a leave of absence due to industrial or nonindustrial illness or injury shall present a medical release from his/her physician or psychiatrist indicating whether the employee is fit to return to work and specifying any restrictions.
- 9.8.2 Upon or following an employee's return from a medical leave of absence, the District may require an employee to submit to a fitness for duty examination by a physician or psychiatrist or physical/occupational therapist selected by the District if the District has a reasonable belief, based upon objective evidence, that an employee's present ability to perform the essential functions of the job is impaired by a medical condition. The District shall notify a CSEA representative prior to notification of an employee being required to submit to a fitness for duty examination and placed on paid administrative leave through the completion of the first fitness for duty examination.

- 9.8.3 The Administrator in charge of Human Resources may require an employee to submit to a fitness for duty examination by a physician or psychiatrist or physical/occupational therapist, mutually selected by the District and CSEA when it reasonably suspects, based on objective evidence, the employee poses a direct threat to self or to others in the workplace. The District shall notify a CSEA representative prior to notification of an employee being required to submit to a fitness for duty examination and placed on paid administrative leave through the completion of the first fitness for duty examination.
- 9.8.4 The District shall provide the physician or psychiatrist or physical/occupational therapist with any information it possesses describing the essential job functions of the position, including, but not limited to, the job description of the position. The health care professional shall be entitled to review documentation depicting the work performance issue(s), if any, giving rise to the exam. The scope of the medical examination shall be limited to what is needed to determine whether the employee is able to work. An employee shall be deemed to "pass" the fitness for duty examination if the physician or psychiatrist or physical/occupational therapist determines that the employee can perform the essential job functions of the position and is not a direct threat to self or others. An employee who passes the fitness for duty examination shall be permitted to return to work.
- 9.8.5 If the selected physician or psychiatrist or physical/occupational therapist indicates that the employee is not fit to return to work, the employee may request examination by a third medical practitioner. The employee shall be entitled to choose the examiner from a list of three (3) to five (5) medical practitioners mutually selected by the District and CSEA(*), which shall not all be from the same medical group/practice. The third examiner's statement on the employee's fitness for duty shall be binding on the District and the employee. The cost of the second and third examiner shall be borne by the District and shall include reimbursement for lodging, food, and mileage, if necessary. No out of pocket medical expenses shall be borne by the employee.
- 9.8.6 An employee who is determined by the second and/or third examiner to not be fit to return to work may continue to use his/her remaining leave rights. Alternatively, such an employee may seek to return to work under the District's policies and regulations regarding accommodation of individuals with disabilities. In order to initiate that process, the employee shall return to his/her treating physician or psychiatrist and share the information from the fitness for duty examination(s). The employee shall have the medical practitioner complete a Medical Verification of Disability form. The medical practitioner shall report his or her independent findings limited to the questions asked on the form. All medical information received by the District shall be considered confidential and shall be kept in a sealed envelope in the employee's personnel file to be opened only upon authorization by the Assistant Superintendent of Human Resources or as otherwise required by law. The employee shall be entitled to receive copies of all medical information related to the employee, which is generated by participation in the Fitness for Duty examination process.
- 9.8.7 If the employee's physician or psychiatrist indicates that the employee is disabled, at a minimum, the District, a CSEA representative and the employee will engage in the interactive process described in AR 4032 in order to determine whether the employee can safely perform the essential job functions of the position with reasonable accommodations(s). Under this process it is the responsibility of both the District and the employee to actively participate in the interactive process by providing information relating to the asserted disability, discussing the employee's functional limitations, and suggesting and analyzing options for reasonable accommodation.
- 9.8.8 If the procedures described in subsections 9.8.2 through 9.8.7, above lead to a determination that the employee is fit to return to work with or without reasonable accommodation, the employee shall have credited back to him/her any paid leave used after the employee initially presented the

medical release from his/her physician or psychiatrist. If such a member did not have sick leave available to cover the absence, the member shall receive the pay he/she would have received if the member returned to work at the time the member presented the initial release from his/her physician/psychiatrist. No bargaining unit member shall be placed on the 39 month reemployment list until the procedures described in subsections 9.8.2 through 9.8.7 are completed. The District's obligations in this subsection 9.8.8 are conditioned upon the employee participating in the process in a reasonably diligent manner.

- 9.8.9 If an employee is determined not to be fit for duty and does not seek to return to work under the District's policies and procedures for accommodation of individuals with disabilities, the District will apply for CalPERS disability retirement for the employee. The employee shall participate in a reasonably diligent manner in order to complete the CalPERS process. If CalPERS determines that the employee is fit for duty, the employee shall be subject to this section to the same extent as an employee returning from leave of absence.

~~**The District and GSEA agree to meet annually to certify a list of mutually agreeable physicians, psychiatrists and physical/occupational therapists. The parties may mutually agree to re-certify the list without meeting annually.*~~

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6

May 18, 2022

ARTICLE 11 – EVALUATION PROGRAM

11.1 EVALUATIONS

All employees covered under this Agreement shall be evaluated. Evaluations shall be in writing utilizing the District evaluation form. (Appendix F)

11.2 PERMANENT EMPLOYEES

A permanent employee shall be evaluated **once every two years, or upon request by the permanent employee. The evaluation shall be complete, including goals/focus areas and support.** ~~at least once annually on or before the 15th day of May.~~

An employee who has become permanent within a school calendar year shall continue in an evaluation cycle for at least one additional year prior to be eligible for every two years.

If a permanent employee receives unsatisfactory evaluation, they shall be evaluated annually until they have a satisfactory evaluation.

11.2.1 Job performance should be discussed with the employee at the time the issue is pertinent, rather than holding it in abeyance until the time of the written evaluation.

11.2.2 UNSATISFACTORY PERFORMANCE

When a first written evaluation of unsatisfactory performance is made, the employee shall have a minimum of a thirty (30) day period in which to show improvement following a written Individual Improvement Plan (IIP). A second written evaluation shall be given within a 60 day period with corrective suggestions. If the second written evaluation is satisfactory it shall be considered the official latest evaluation and will be included along with the other supporting documents to include the Individual Improvement Plan. If the latest written evaluation is not satisfactory the employee shall continue on a written Individual Improvement Plan (IIP).

11.3 PROBATIONARY EMPLOYEES The probationary period shall be six (6) months or 130 days of in paid service, whichever is longer. A probationary employee's written evaluation shall be made twice within the first five (5) months of paid service.

11.3.1 UNSATISFACTORY PERFORMANCE

When a first written evaluation of unsatisfactory performance or conduct is made, the probationary employee shall have a minimum of a thirty (30) day period, where appropriate, in which to show improvement. A second written evaluation shall be given at the end of this thirty (30) day period with corrective suggestions.

11.4 CHANGE IN ASSIGNMENT If an employee changes his/her assignment during the year, then the current supervisor shall complete an evaluation immediately and the new evaluator will follow guidelines outlined in sections 11.2 and 11.3 of this article for permanent and probationary employees.

TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6

May 23, 2022

ARTICLE 14 – PAY

14.1 REGULAR RATE OF PAY

The regular rate of pay for all positions in the bargaining unit shall be in accordance with the rate established for each classification as provided for in the Classified Salary Schedules and Range Schedule (attached hereto).

2022-2023 School Year: The salary schedules contained in Appendix A of this Agreement shall be increased effective July 1, 2022 according to the following terms:

- a. The 2021-2022 salary schedules shall be increased by 85% of the funded percentage cost of living adjustment (COLA) projected to be received by the District in the Governor's January 2022 Proposed Budget for the 2022-2023 school year. This projected COLA is 5.33%; therefore the 2021-2022 salary schedules will be increased by 4.53% effective July 1, 2022.
- b. If the funded percentage cost of living adjustment (COLA) contained in the 2022-2023 final State Budget Act exceeds 5.33%, the salary schedule shall be increased by an additional 80% of the additional percentage COLA increase.
 - i. For example if the final funded COLA received by the District is 6.13%, for the 2022-2023 school year the difference between this figure and 5.33% is .8% and 80% of this difference is .64%. Therefore, the 2021-2022 salary schedules will be increased by 5.17% ($4.53\% + .64\% = 5.17\%$) effective July 1, 2022.
 - ii. For example if the final funded COLA received by the District is 6.5%, for the 2022-2023 school year, the difference between this figure and 5.33% is 1.17% and 80% of this difference is .936%. Therefore, the 2021-2022 salary schedules will be increased by 5.46% ($4.53\% + .936\% = 5.46\%$) effective July 1, 2022.

2023-2024 School Year: The 2022-2023 salary schedules contained in Appendix A of this Agreement shall be increased effective July 1, 2023 according to the following terms:

- a. The 2022-2023 salary schedules shall be increased by 85% of the funded percentage cost of living adjustment (COLA) contained in the 2023-2024 final State Budget Act. This projected COLA is currently 3.61%; therefore, if this is the final state-funded COLA for the 2023-2024 school year, the 2022-2023 salary schedules would be increased by 3.07% effective July 1, 2023.
- b. If the funded percentage cost of living adjustment (COLA) contained in the 2023-2024 final State Budget Act exceeds 3.61%, the salary schedule shall be increased by an additional 80% of the additional percentage COLA increase.
 - i. For example if the final funded COLA received by the District is 4% for the 2023-2024 school year, the difference between this figure and 3.61% is .39% and 80% of this difference is .312%. Therefore, the 2021-2022 salary schedules will be increased by 3.38% ($3.07\% + .312\% = 3.38\%$) effective July 1, 2023.
 - ii. If the COLA on the State Adopted Budget is 3.61% or less the salary schedule in the 2023-2024 school year shall be increased by a minimum of 3.07%.

2024-2025 School Year: Salaries for the 2024-2025 school year shall be subject to successor negotiations according to Article 23 of this Agreement.

- c. Eleven (11) payroll checks will be issued to ten (10) month employees working August through June.

The District agrees to pay each employee a contribution to PERS (Public Employees Retirement System) effective 9/1/86 not to exceed 7% of each employee's gross wages.

14.2 PROBATIONARY EMPLOYEES

Probationary employees shall be placed on the appropriate level of the salary schedule as determined by the District. However, if a new probationary employee is placed other than on the first step (A1), all employees with the same experience and qualifications in the same classification who are on a lower step shall be raised to the same step as that employee. All employees placed on the first step of the salary schedule shall, after completion of the probationary period, be moved to step A2. At the completion of one (1) year of service to the District, the employee will be eligible for Step B.

14.3 LONGEVITY INCREMENT PAY

Payment of the longevity increment pay shall be based on the employee's anniversary date and shall be part of the employee's annual salary. The District agrees to compensate long service employees in accordance with schedules attached as a part of this Agreement.

14.4 LOST CHECKS

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, shall be replaced not later than five (5) working days following the employee's demand of the payroll department for replacement of the check.

14.5 PAYROLL ERROR

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provides notice to the payroll department.

14.6 LEAP YEAR

During a Leap Year, when February 29th falls on a regular work day, the District shall make the necessary adjustments to eleven (11) or twelve (12) month employee work calendars or eleven (11) and twelve (12) month employees shall be compensated for the additional time.

**TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6**

May 23, 2022

ARTICLE 19 – HEALTH AND WELFARE BENEFITS

19.1 Effective October 1, 2021 the District will pay up to \$661.38 per month for full-time unit member with no dependents, \$836.38 for full-time unit members with one (1) dependent and \$1,011.38 for full family coverage.

All employees in the bargaining unit who work at least four (4) hours, but less than six (6) hours per day, shall be covered under the programs provided in this article on a pro-rata basis as their hours relate to a full-time twelve month employee. Enrollment in the insurance programs shall be on the first of the month following the eligibility requirements.

Employees hired prior to February 23, 1981 and working four (4) hours or more per day:

<u>HOURS PER DAY</u>	<u>PERCENTAGE</u>
4.00	50%
4.01 – 5.00	62.5%
5.01 – 5.99	75%
6.00	100%

19.1.1 The amount stipulated for benefits shall be paid to C.V.T. In no manner shall the terms and conditions contained herein conflict with those set by C.V.T. C.V.T. shall determine exclusions, including limitations and deductibles, which may include but shall not be limited to: medical and dental benefits; hospital care; prescription drug coverage; and vision care.

19.2 Any current employee who becomes eligible for coverage under this Agreement shall be deemed to permanently meet the eligibility requirements and continue to receive paid coverage, notwithstanding any subsequent involuntary reduction in the employee's hours.

19.3 Part-time employees eligible to receive benefits on a pro-rata basis shall be subject to such terms and conditions as may be set by C.V.T.

19.4 Disability Insurance (SDI), or equivalent coverage, shall be provided for unit members.

19.5 The District and CSEA shall form a new health benefits committee under the following terms and conditions:

19.5.1 In order to contain or decrease the cost of health benefits while maintaining or improving coverage for unit members, the District and CSEA will work constructively to reduce the overall cost of providing benefits to the unit members through the following measures.

19.5.2 The purpose and focus of the Committee shall be to seek ways to reduce the underuse, misuse and overuse of health care resources encouraging unit members to be actively involved in their own health care, to establish cost effective benefits, to review the benefit plans and recommend changes, to recommend coverage levels, and to seek cost containment through plan changes, including the cost effectiveness of consultants, copays and other plan changes while continuing to provide the best quality healthcare for workers available.

19.5.2.1 The Committee will convene no later than September 30, 2022 to develop the plan to reduce health care costs. The Committee shall complete their recommendations no later than December 31, 2022. The Committee shall elect a representative to present the proposed changes to the negotiating teams with all pertinent data.

19.5.2.2 Timelines may be extended by mutual agreement.

19.5.3 In all future years, any provider plans selected by CSEA-Chapter 6 and its members must continue to include a "Bronze Plan" option, which meets the ACA requirements for a minimum level of medical only coverage. The District will continue to cover the "Bronze Plan" for Employee Only coverage for the duration of this agreement.

NORTH MONTEREY COUNTY UNIFIED
SCHOOL DISTRICT

By _____

Dated: _____

NORTH MONTEREY COUNTY
CSEA, CHAPTER 6

By _____

Dated: _____

By _____

Dated: _____

**TENTATIVE AGREEMENT BETWEEN
North Monterey County Unified School District
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Chapter 6**

May 23, 2022

ARTICLE 24 – RECLASSIFICATION AND REALLOCATION (NEW ARTICLE)

24.1 Reclassification/Reallocation Requirement: Position reclassification/reallocation shall be subject to mutual written agreement between CSEA/Association and the District. Either party may propose a reclassification/reallocation at any time during the life of this Agreement for any position.

24.5 The Reclassification/Reallocation Committee (“Committee”) shall be comprised of an odd number of members, one being a neutral party mutually selected by CSEA/Association and the District. The purpose of the committee is to conduct reclassification and/or reallocation studies including meeting with employees who work in classifications under study, re-writing job descriptions, conducting salary comparisons, and making recommendations to the negotiating teams.

24.5.1 The Committee will convene no later than September 30, 2022 to develop the processes and procedures for reclassification and/or reallocation. The Committee shall complete their recommendations for the processes and procedures for reclassification and/or reallocation no later than December 31, 2022. The Committee shall elect a representative to present the proposed changes to the negotiating teams with all pertinent data.

24.5.2 Timelines may be extended by mutual agreement.