

Agreement

This AGREEMENT is made and entered into by and between

**Tulare County Office of Education
Early Childhood Education Program**

and

**California School Employees Association
Tulare County Child Care
Units A, B and C**

Chapter #428

September 1, 2015 - June 30, 2018

Updated August 2016

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PREAMBLE:

This Agreement is made and entered into this 1st day of September, 2015, by and between the TULARE COUNTY OFFICE OF EDUCATION and its EARLY CHILDHOOD EDUCATION PROGRAM, hereinafter referred to as the OFFICE, and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its TULARE COUNTY CHILD CARE UNITS A and B - CHAPTER #428 or its successors, hereinafter referred to as CSEA or ASSOCIATION.

ARTICLE I: RECOGNITION

- 1.1 Acknowledgement: The Office hereby acknowledges that CSEA is the exclusive bargaining representative for all employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. The determination of newly created management, confidential, or supervisory employees shall be made by the Office. Disputed cases shall be submitted to the Public Employment Relations Board (“PERB”) for resolution.

- 1.2 Excluded Positions: Management Employees, Certificated Management Employees, Confidential Employees, Supervisory Employees and Classified Employees not represented by CSEA Chapter 428.

ARTICLE II: NON-DISCRIMINATION

- 2.1 Neither the Tulare County Office of Education nor the Association shall unlawfully discriminate against a member of the unit. The Office will comply with Board Policy 4030, Non-discrimination in Employment.

ARTICLE III: CHECK OFF AND ORGANIZATIONAL SECURITY

- 3.1 Check Off: CSEA shall have the sole and exclusive right to have membership dues and initiation fees deducted from employees in the bargaining unit by the Office. The Office shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs approved by the Office. The Office shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

3.2 Dues Deduction:

- 3.2.1 The Office shall deduct in accordance with the current CSEA dues and service fee schedule dues from the wages of all employees who are members of CSEA on the date of this Agreement, and who have submitted dues authorization forms to the Office.
- 3.2.2 The Office shall deduct the initiation fee and dues in accordance with the current dues and service fee schedule from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the Office a dues authorization form.
- 3.2.3 The Office shall notify within ten (10) calendar days, the CSEA treasurer if any member revokes a dues authorization.
- 3.2.4 Any employee who submits a dues authorization may revoke such dues authorization only during the period of August 1 to September 1 during the last month of this Agreement.

3.3 Fair Share Service Fee:

Any new bargaining unit member shall, within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, become a member of the Association or pay the Association a service fee. There shall be no charge by the Office to the Association for such mandatory agency fee deductions.

3.4 Religious Objections:

The Association has the sole right to verify that a bargaining unit member qualifies for a religious exemption from the obligation to pay fees. Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support CSEA. Such bargaining unit member shall pay sums equal to the service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) or Title 26 of the Internal Revenue Code:

- 1. United Way, Tulare County
- 2. American Red Cross
- 3. Food Link
- 5. American Cancer Society

Any bargaining unit member making payments as set forth in this section, who requests the grievance or arbitration provisions of this Agreement, shall be responsible for paying the reasonable cost of using said grievance.

3.5 Hold Harmless:

The Association shall reimburse the Office, its officers and agents for reasonable attorney's fees and legal costs incurred, after notice to the Association, in defending against any court or administrative action challenging the legality of the organization security provision of this Agreement or the implementation thereof.

The Association agrees to reimburse the Office, its officer or agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof provided the Office has complied with the terms of this Article and has notified the Association of its awareness of such action.

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

ARTICLE IV: EVALUATION/PERSONNEL FILES

4.1 Probationary employees shall be evaluated at least twice during the twelve (12) month probationary period normally during the fifth (5th) and ninth (9th) months.

4.2 Classified employees have a probationary period of one year.

4.3 A permanent employee who accepts a promotion and fails to complete the probationary period of twelve (12) months for the promotional position, shall be re-employed in the classification from which he or she was promoted

4.4 Certificated employees' probationary period shall be per Education Code §44908.

4.5 Permanent employees shall be evaluated once yearly, no later than May 31 of each school year.

4.6 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based solely upon hearsay statements but shall be based only upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and on the job assistance where available. The employee shall have the right to review and respond to any derogatory evaluation.

4.7 An employee shall have the right to have a CSEA Representative present if there is evidence that a negative evaluation should occur or if a conference between the employee's supervisor and the employee should be one of a disciplinary nature.

4.8 Personnel Files:

4.8.1 The personnel file of each employee shall be maintained at the Office's central administration office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.

- 4.8.2 Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written responses shall be attached to the material.
- 4.8.3 An employee shall have the right to examine and/or obtain a copy of any material from the employee's personnel file, with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved, at times when the employee is not required to render services to the Office.
- 4.8.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the Office when actually necessary in the proper administration of the Office's affairs or the supervision of the employee. The employee's personnel files shall be available for examination by the employee or his/her CSEA representative if authorized in writing by the employee.
- 4.8.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

ARTICLE V: ASSOCIATION RIGHTS

5.1 CSEA shall have the following rights:

- 5.1.1 The right of access, at reasonable times, to areas in which employees work. The term "reasonable times", as used in this Article, is defined as before and after work, rest periods and meal periods.
- 5.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, and the use of the Office mail system, and other Office means of communication for posting or transmission of information or notices concerning CSEA matters.
- 5.1.3 The right to use, at cost, institutional equipment, facilities, and buildings to conduct legitimate Association activities, provided such use is approved by the Office in advance and does not interfere with or disrupt Office business.
- 5.1.4 The right, upon request, to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this Agreement, and every nine (9) months thereafter if requested. The roster shall indicate the employees' present classification and primary job sites. Employees will be placed on the seniority based on date of hire. Employees in the same classification who are hired on the same date shall lot draw at the time of orientation to determine placement on the seniority list.

- 5.1.5 The right to receive, upon request and at cost, copies of any and all materials related to wages, hours, and other terms and conditions of employment, which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
- 5.1.6 An employee shall have the right to have a CSEA representative present when the employee is required to meet with the administration to discuss a matter that may lead to a disciplinary action.
- 5.2 Distribution of Contract: Within thirty (30) days after the execution of this Agreement, the Office shall make electronic copies available and print on request to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement by the Office without charge at the time of employment. The Agreement shall also be posted on the Tulare County Office of Education website.
- 5.3 The right to review unit member's Human Resources files upon written authorization by the employee.
- 5.4 Two (2) employees shall receive paid release time of five (5) days each to attend the CSEA State Conference.
- 5.5 The bargaining unit shall receive twelve (12) days total annually of release time to conduct necessary CSEA business. The leave shall be recorded on a time sheet, submitted to HR on a monthly basis. The CSEA President or his/her designee shall notify the applicable supervisor at least twenty-four (24) hours in advance of the need for such leave, if possible.
- 5.6 The Association may exercise the right to meet with newly hired classified employees during new employee orientation. The Office will provide reasonable advance notice of orientation sessions.

ARTICLE VI: HOURS AND OVERTIME

- 6.1 Workweek: The regular workweek for full-time bargaining unit members shall consist of five (5) consecutive days, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the Office.
- 6.2 Work Year: The Office shall designate the work year for each bargaining unit position and the employee shall be notified by June 30 of each year of his/her work year.

6.3 Workday: The length of the workday shall be designated by the Office for each assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed and ascertainable number of hours. Except for emergency situations, one week's advance notice will be given prior to implementing a shift change.

Non- Classroom Employees Workday Only: The Supervisor will schedule employees to ensure appropriate coverage so as not to interrupt business operations. With prior supervisor approval, an employee may take a ½ hour or one hour lunch.

6.4 Adjustment of Assigned Time: Any employee in the bargaining unit who works an average of twenty (20) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This adjustment does not apply to a part-time employee who substitutes for another employee on an approved leave.

6.5 Rest Periods: All bargaining unit employees shall be granted rest periods at the rate of fifteen (15) minutes per four (4) hours worked.

6.6 Lunch Periods: All unit members shall be entitled to a lunch period as provided by the Office. Non-classroom staff assigned to work six (6) hours per day or more must take a minimum of a thirty (30) minute non-working lunch break. Classroom staff working directly with children eat lunch with the children, which is considered paid work time.

6.7 Overtime: The Office shall provide either payment or compensatory time off in lieu of compensation for overtime worked at a rate equal to one and one-half times the hours worked beyond eight (8) hours in any one workday or any time in excess of forty (40) hours per week for unit members whose work schedule is eight hours per day. In order to earn overtime, the time must be designated in advance by the Office and the employee must be authorized to perform such overtime or when unexpected circumstances necessitate and are proven to require such overtime. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member.

6.7 Compensatory Time Off: Compensatory time shall be taken at a time mutually acceptable to the bargaining unit employee and the Office. Compensatory time off shall be taken within the fiscal year (July 1 to June 30) during which it was earned and must be taken in increments of fifteen (15) minutes or more.

If the compensatory time has not been taken within the fiscal year during which it was earned, the Office shall pay the employee in cash for all such time at the appropriate rate of pay based on the employee's current rate of pay. Payment will be made in the June paycheck.

- 6.8 Distribution of Overtime: Overtime shall be distributed and rotated equally among qualified and interested employees in the bargaining unit within each department or site. Authorization and allocation of any overtime shall rest solely with the management. Any employee requested or required to work overtime by his/her immediate supervisor or circumstance shall be entitled to overtime pay or compensatory time off.
- 6.9 Overtime on 6th and 7th day of Week: Notwithstanding Sections 6.1 and 6.3 above, the workweek for any unit member not having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at the rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated by the Office and authorized to perform the work.
- 6.10 Any employee called back to duty for any reason after their regularly assigned work hours shall be paid a minimum of two (2) hours at the appropriate rate of pay. Compensation will include travel time.
- 6.11 Compensatory Time while on Leave: Employees on an approved leave of absence will exhaust all available Compensatory Time before going into an unpaid leave status. (See also Article 12.8)

ARTICLE VII: PAY AND ALLOWANCES

- 7.1 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 provided for in Appendix B. The regular rate of pay shall include any longevity increment required to be paid under this Agreement.
- 7.2 Paychecks: All regular paychecks of employees in the bargaining unit shall be itemized to include all standard deductions.
- 7.3 Frequency - Once Monthly: All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. The office may require all employees to receive their monthly payroll compensation by automatic deposit to a financial institution. The Office will provide three (3) months advance notice prior to implementing the automatic deposit provision.
- 7.4 Payroll Errors: 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 payroll department learns of the error.
- 7.5 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than fifteen (15) working days following notice to the payroll department.

- 7.6 Promotion: Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a five percent (5%) hourly increase as a result of that promotion, except that the employees may be placed on the last step of the appropriate range if that is the maximum allowable for the class. An employee who has worked for the program for more than one (1) year shall not be placed at a step lower than Step B as a result of that promotion.
- 7.7 Mileage: Any employee in the bargaining unit required to use his/her vehicle on Office business shall be reimbursed at the rate established by the County Board.
- 7.8 Nurse License Renewal: The Office agrees to pay the fees for renewal of the nursing license for nurses employed by the Child Care program.
- 7.9 Compensation During Required Training Periods: Any employee who is required and/or selected to attend training sessions shall receive compensation in the matter as that presently provided as follows:
- 7.9.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
- 7.9.2 When training sessions are on Saturday and the provisions of Section 6.6 apply, the employee shall receive the overtime rate appropriate for the date and/or time at which training occurs. The overtime rate shall be based on the employee's regular rate of pay.
- 7.9.3 All costs incurred for a training program required by the Office including employee transportation, registration fees, and supplies shall be paid for by the Office.
- 7.11 Compensation for an Employee Working Out of Classification: An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.
- 7.11.1 An employee assigned duties not a part of his/her classification for more than five (5) of fifteen (15) work days shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.
- 7.11.2 In no event shall an employee working out of classification receive less than five percent (5%) an hour above his/her regular rate of pay, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.
- 7.12 Checks: Any paycheck for an employee in the bargaining unit which is not delivered within five (5) days after mailing, if mailed, shall be replaced not later than ten (10) working days following the employee's lawful demand of the payroll department for replacement of the check.
- 7.13 Last Check: An employee's last day of employment shall be that last day they are in paid status.

7.14 Transcripts: For newly acquired units that may affect current salary classification (See Appendix A) must be received in Human Resources no later than February 10th and August 10th. If transcripts are not available, Human Resources will need a statement from the college or university indicating the course, grade and number of units by February 10th and August 10th. Supporting (official) transcripts are to be forwarded to Human Resources and received no later than April 10th and October 10th. Employees who move to a different range as a result of acquiring college units will remain at the same step.

7.15 Medical Procedures Stipend

TCOE ECEP has a history of providing registered nurses and teachers who have been trained and supervised by nurses to perform such specialized health care procedures as gastrostomy tube feeding, catheterization, suctioning, blood sugar testing, administration of anti-seizure medication (diazepam rectal gel, Diastat), etc. TCOE will continue to use nurses and teachers to do these procedures before requesting an Instructional Assistant, Severely Handicapped to do specialized health care procedures. When teachers are not able to do these procedures, or when there are too many children that need procedures done at the same time, or when it conflicts with doctor's orders for the time that the procedure(s) must be administered, TCOE will request that a Teacher or Teacher Assistant, perform the procedure(s). In order to be able to accommodate the needs of Special Needs students needing specialized health care, CSEA and TCOE agree on the following: If a registered nurse or Health Advocate is unable to do the specialized health care procedure, and a Teacher or Teacher Assistant in that student's classroom is willing to perform (voluntarily) specialized health care procedures as a qualified designated person, the Teacher or Teacher Assistant will be paid a stipend of \$75 per month in which they perform one or more specialized health care procedures. The Teacher or Teacher Assistant will be trained and supervised by the registered nurse on how to do the procedure(s). The Teacher or Teacher Assistant will maintain a current CPR/First Aid card and demonstrate competence in basic cardiopulmonary resuscitation, be trained in and have a list compiled by the registered nurse of the emergency medical resources available in the community, and provide the specialized health care services under the supervision of the registered nurse.

Supervision is defined to mean review, observation, and/or instruction of the designated service provider's performance of a specialized physical health care service or services. Supervision may be immediate, direct or indirect. The registered nurse will determine the competence of the qualified designated person and the level of supervision required. To be considered competent, the non-licensed designated school personnel must meet the training objectives designed by the registered nurse. A Teacher or Teacher Assistant will be limited in scope to these specialized health procedures: catheterization, gastrostomy tube feeding, suctioning, blood sugar testing and epilepsy anti-seizure medication (diazepam rectal gel, Diastat). Epilepsy anti-seizure medication will be administered in accordance with California Code of Regulations Sections 620-627.

7.16 Longevity Plan

Long Service employees shall be compensated in the following manner:

1. After ten (10) calendar years service, add \$60.00 per month to employee's base monthly salary.
2. After fifteen (15) calendar years service, add \$70.00 per month to employee's base monthly salary.
3. After twenty (20) calendar years service, add \$80.00 per month to employee's base monthly salary.
4. After twenty-five (25) calendar year's service, add \$90.00per month to employee's base monthly salary.
5. After thirty (30) calendar years service, add \$100.00 per month to employee's base monthly salary.
6. After thirty-five (35) calendar years of service, add \$110.00 per month to employee's base monthly salary.
7. After forty (40) calendar years of service, add \$120.00 per month to employee's base monthly salary.

Employees working less than eight (8) hours a day will be granted longevity pay prorated on the relationship that the daily hours worked is to eight hours.

- 7.17 Effective August 1, 2016, the salary schedule shall be increased by 5% for all positions. August 1, 2016 effective date as long as the contract is signed and ratified by August 12, 2016. An additional 4% will be given to Teacher I, II, and III as well as Home Educators III, IV, and V.

ARTICLE VIII: EMPLOYEE EXPENSES AND MATERIALS

8.1 Tools:

8.1.1 The Office agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

8.1.2 Notwithstanding Section 8.1.1, if an employee is authorized in writing by the Office to provide tools or equipment belonging to the employee for use in the course of employment, the Office agrees to provide a safe place to store the tools and equipment.

8.2 Replacing or Repairing Employees' Property: The Office shall fully compensate all bargaining unit employees for loss of or damage to personal property used in the course of employment pursuant to Section 8.1.2 above, if the Office is deemed negligent.

8.3 Safety Committee: The Office agrees to form and maintain a Safety Committee whose members shall be representative of Management and the bargaining unit. The Committee shall meet once monthly to discuss and resolve safety issues at sites. Employees shall give input on areas of need for in-servicing and other areas of concern.

- 8.4 Safety Equipment: Should, in the opinion of the Safety Committee, the employment duties of an employee in the bargaining unit reasonably require the use of any equipment or gear to insure the safety of the employee or others, the Office agrees to furnish such equipment or gear.
- 8.5 Hold Harmless Clause: Whenever any civil action is brought against an employee for any action or omission arising out of, or in the course of the duties of that employee, the Office agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold the employee harmless from any financial loss resulting therefrom provided the employee's acts or omissions are not grossly negligent, or subject to disciplinary measures. Management retains the discretion to determine if an employee's acts or omissions are grossly negligent or subject to disciplinary action.

ARTICLE IX: HEALTH BENEFITS

- 9.1 The Office agrees to provide health benefits for each eligible employee and his/her dependents within the bargaining unit as provided below:
- 9.1.1 Bargaining unit members are entitled to Office paid benefits if regularly assigned thirty (30) or more hours per week at six (6) hours per day, five (5) days per week.
- 9.1.2 The Office shall contribute up to \$13,489.00 (October 1, through September 30) annually to provide a health benefit package for each eligible employee hired before November 1, 1989.
- 9.1.3 The Office shall contribute up to \$13,009.00 (October 1 through September 30) annually to provide a health benefit package for each employee hired on or after November 1, 1989. Employees may elect to "buy up" by choosing from plans designated by the Office.
- 9.1.4 Any amount necessary to maintain the current benefit package shall be paid by the employee through payroll deductions via an IRS section 125 plan in the event the Office's contribution is insufficient to cover the cost of the benefits.
- 9.2 New employees shall be eligible for Office paid health insurance (medical, dental, vision and life) upon completion of two (2) months of service to the Office and if regularly assigned thirty (30) or more hours per week at six (6) hours per day, five (5) days per week.
- 9.3 Employees who receive twelve (12) paychecks will have their insurance premiums deducted monthly (July 1 through June 30). Employees who receive fewer than twelve (12) paychecks will remain on a tenthly deduction (September 1 through June 30).
- 9.4 Eligibility and benefits shall be set forth in the insurance plan.
- 9.5 Payment of premiums for the insurance benefits provided by this Article shall, to the extent permitted by the insurance plans, be the sole and complete responsibility of the individual employee when such employee is on an approved unpaid leave of absence. This benefit may be granted for a period not to exceed twelve (12) calendar months.

- 9.6 The Office shall provide a fully paid disability insurance plan, through American Fidelity Assurance Company (AFA), with a thirty (30) day waiting period and a period of coverage of five (5) years. Employees who are absent more than thirty (30) consecutive calendar days can submit a claim for disability. An employee may only earn up to one hundred percent (100%) of salary when leave entitlements and disability insurance benefits are combined. Payments from all sources shall not be in excess of the employee's regular rate of pay.
- 9.7 Retirees shall be eligible to purchase, at their own expense, the current health insurance policy for an indefinite period of time.
- 9.8 Retiree Benefits.
- 9.8.1 Effective July 1, 2000, eligible employees receiving the health benefit package provided by the Office who are sixty (60) years of age or older and who have a minimum of twenty (20) years of service with the Office will continue to have their health benefit package paid by the Office, at the same contribution rate as active employees, upon retirement until the retiree is eligible for Medicare.
- 9.8.2 Employees retiring on or after February 1, 2011, eligible employees receiving the health benefits package provided by the Office who are sixty (60) years of age or older and who have a minimum of twenty (20) years of employment with no break in service with the Office will continue to have their health benefits package paid by the Office at the same contribution rate as active employees, upon retirement, until the retiree is eligible for Medicare.
- 9.8.3 "Years of service" with the Office, for this provision, include any fiscal year in which the Office paid any portion of the employee's health benefit costs. Said benefit shall continue until the end of the month in which the retiree reaches eligibility for Medicare. Retirees who are eligible for health insurance shall be insured under the plan available to current employees as those plans may change from time to time, and dependent upon the requirements of the insurance carrier.
- 9.9 Effective August 15, 2003, eligible employees receiving the health benefit package provided by the Office whose length of employment added to their age totals at least eighty (80) AND who are filing for a Disability Retirement as approved by their retirement plan (STRS or PERS), shall be eligible to receive the same retiree health benefits as those employees who have reached age sixty (60) and have worked at least (twenty) 20 years with the Office as detailed in 9.8
- 9.10 Group health coverage, including medical and dental benefits, is available for domestic partners of eligible employees. A domestic partner may be considered a member of the employee's immediate family if the employee and his/her domestic partner register the domestic partnership with the Secretary of State and provide a *Declaration of Domestic Partnership* to Human Resources.
- 9.11 Employees, upon resignation or retirement, shall be given their COBRA rights.

- 9.12 Reemployment Following Layoff: A former employee, who was participating in the in the health insurance plan at the time of layoff, will be eligible to re-enroll in the health plan effective on the first of the month following his/her reemployment.

ARTICLE X: HOLIDAYS

- 10.1 Scheduled Holidays: The Office agrees to provide all employees in the bargaining unit with the following paid holidays:
- 10.1.1 New Year's Day
 - 10.1.2 Martin Luther King Day
 - 10.1.3 Lincoln Day
 - 10.1.4 President's Day
 - 10.1.5 Memorial Day
 - 10.1.6 Independence Day
 - 10.1.7 Labor Day
 - 10.1.8 Veteran's Day
 - 10.1.9 Thanksgiving Day
 - 10.1.10 Admission Day - (Friday Following Thanksgiving Day)
 - 10.1.11 Christmas Day
 - 10.1.12 Three (3) additional days as determined by the Office to be scheduled by July 1st for the following twelve (12) months.
- 10.2 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following day not a holiday shall be deemed that holiday. When a unit member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off for such work, in addition to regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
- 10.3 Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in paid status during any portion of the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the Christmas and Spring Recess periods, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 10.4 Declared Holidays: Every day declared by the President, the Governor, the County Superintendent, or the Governing Board as a day of public fast, thanksgiving, or holiday and requiring the closing of the facilities, shall be additional holidays provided that the President, or the Governor also makes such dates paid holidays for federal or state employees.

10.5 Work Schedule Modifications on Holidays:

On holidays where the center/classroom is open, the program will operate with a minimum staffing pattern. Before each holiday the program will estimate and schedule the appropriate number of staff it feels is necessary to meet the anticipated attendance for the holiday and to maintain staff to child licensing ratios. On the occasions when more children are in attendance and additional staff is needed, staff may be called in to work on the holiday. When attendance is less than anticipated, staff may be sent home earlier than anticipated. With either circumstance, an employee will receive a minimum of two hours of compensation.

Employees who are required to work on one of the holidays listed in 10.1, receive holiday pay and time and one half pay for actual hours worked on these holidays.

ARTICLE XI: VACATION COMPUTATION

11.1 The Office shall provide vacation as discussed below:

11.1.1 Vacation shall be earned at the rate of .83 days per month for full-time employees. Part-time employees shall earn vacation on a prorated basis.

11.1.1.1 Employees hired before November 1, 1989 shall receive an additional five (5) personal business days per year. These five (5) days shall be taken within the fiscal year July 1 to June 30, and may be taken in full-day or half-day increments, with prior approval from the supervisor.

11.1.1.2 Employees hired before November 1, 1989, earn an additional five (5) days vacation per year for a total of 1.25 days per month for full-time employees.

11.2 Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

11.3 Employees accumulate vacation leave hours in accordance with section 11.1.1.

11.4 Employees who work 228 days per year or less will have their vacation paid into their monthly pay warrant.

11.5 When an employee in the bargaining unit is terminated for any reason, he/she shall only be entitled to vacation pay earned and accumulated up to and including the effective date of the termination, except that vacation time shall not become a vested right until completion of six (6) months of employment.

11.6 Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the Office's work requirements. Vacation must be requested by an employee on a form provided for that purpose, and the dates of his/her proposed vacation must be approved by his/her immediate supervisor and the administration.

- 11.7 Any vacation days not taken may be carried over from year-to-year with a maximum of thirty (30) days accumulation for employees working twelve (12) months. When an employee has reached his/her thirty (30) days accumulation, the Office will notify him/her, in writing, to begin taking vacation time as he/she has reached their limit. Vacation time shall be taken during the fiscal year in which it was earned for unit members working less than twelve (12) months (i.e. Winter and Spring Recess).
- 11.8 An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without return to active service.

ARTICLE XII: LEAVES

12.1 Bereavement Leave

12.1.1 Every unit member shall be entitled to five (5) days of paid leave of absence on account of the death of the member's parents, spouse, or child. This leave shall not be deducted from sick leave. Additional days absence beyond those described herein may be provided under the terms of Personal Necessity Leave.

Every unit member shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 200 miles one way is involved, on account of the death of any member of his/her immediate family. The leave shall not be deducted from sick leave. Additional days absence beyond those described herein may be provided under the terms of Personal Necessity Leave.

12.1.2 Members of the immediate family mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or spouse, or any relative or foster child in the immediate household of the employee.

12.1.3 A domestic partner may be considered as a member of the employee's immediate family if the employee and his/her domestic partner register the domestic partnership with the Secretary of State and provide a *Declaration of Domestic Partnership* to Human Resources.

12.2 Judicial and Official Appearance Leave

Shall be granted for the purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

12.2.1 The employee seeking an Official Judicial Appearance Leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor on the next working day after the individual knows he/she is to appear.

- 12.2.2 An employee shall be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.
- 12.2.3 An employee granted a leave of absence under these provisions shall be granted Office compensation which when added to jury or witness fees shall not exceed the employee's regular Office compensation. The employee shall endorse to the Office the jury or witness fee's check. The Office, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 12.2.4 Per diem or other travel expenses shall be retained by the employee.
- 12.2.5 Upon completion of duty, the employee shall have the secretary to the court complete notice of duty termination and return to duty.

12.3 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

12.4 Sick Leave

Sick Leave utilization shall be for an employee's own physical and mental disability absences which are medically necessary and caused by illness, injury, maternity disability or quarantine.

- 12.4.1 An employee working full-time shall be annually entitled to twelve (12) days of leave of absence for the purpose of sick leave utilization. An employee working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment. Additional work submitted on a supplemental basis is excluded for purposes of calculating sick leave.
- 12.4.2 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year without limit.
- 12.4.3 Employees, upon initial employment, shall be eligible to take not more than six (6) days or the proportionate amount of sick leave to which they are entitled, until the first day of the calendar month following six (6) months of service. An employee who uses more than six (6) days of sick leave in the first six (6) months of employment will be docked a full day's pay for each additional day of absence. Once the employee completes six (6) months of employment, he/she will be eligible to use the remainder of his/her sick leave.
- 12.4.4 The Office reserves the right to require verification of any period of leave taken because of illness or injury upon probable cause for such verification. Prior notice of the requirement shall be given to the employee.

12.4.5 An employee who leaves employment with the Office prior to completion of a given year of service shall be charged for any used but unearned sick leave (as granted in 12.4.1) used as of the date of termination.

12.4.6 Regular classified employees shall once a year be credited with a total of not less than one hundred (100) working days of paid sick leave, including sick leave days to which he/she is entitled as set forth in section 12.4.1 above. When such employee is absent from his/her duties on account of his/her own illness or accident for a period of one hundred (100) working days or less, whether or not the absence arises out of or in the course of employment of the employee, the employee shall be compensated at not less than fifty percent (50%) of the employee's regular salary.

12.4.6.1 Employees will first use accumulated sick leave to receive full pay for absences charged to sick leave.

12.4.6.2 Upon exhaustion of accumulated sick leave, employees will be paid fifty percent (50%) of their salary for the remainder of the one hundred (100) days.

12.5 Long Term Illness Leave

Employees once each year shall be credited with a total of one hundred (100) work days of paid sick leave, including the sick leave to which he/she is entitled under section 12.4, above. Upon exhaustion of all accumulated sick leave credit, an employee who provides a physician's verification of illness shall be compensated at fifty percent (50%) of the employee's regular salary, up to a total of 100 working days. The 100 working days commences on the first day of absence and runs concurrently with accumulated sick leave.

12.6 Industrial Accident and Illness Leave

An employee shall be entitled, upon completion of one year of service with the Office, to sixty (60) days non-cumulative industrial accident or illness leave per year. (Ed Code, §45192)

12.6.1 Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties. The employee who has sustained a job-related injury shall report the injury on an Office approved accident form to the immediate supervisor within twenty-four (24) hours. An employee shall report any illness, in writing, to the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness. Requirements for such leave shall be:

- a. Allowable leave shall be for not more than sixty (60) days during which the centers of the Office are required to be in session, or when the employee would otherwise have been performing work for the Office in any one (1) fiscal year for the same period.

- b. Allowable leave shall not be accumulated from year to year.
- c. Industrial Accident or Illness leave shall commence on the first day of absence.
- d. When a person employed in a position is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, when added to the temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- e. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- f. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.
- g. During any paid leave of absence, the employee shall endorse to the Office the temporary disability indemnity checks received on account of his/her industrial accident or illness. The Office, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- h. An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to the position classification with or without restrictions as determined by the Office.

12.7 Personal Necessity Leave

- 12.7.1 Personal Necessity Leave may be utilized for circumstances, which are serious in nature and cannot be expected to be disregarded, which necessitates immediate attention and cannot be dealt with during off-duty hours.
- 12.7.2 An employee may not use more than seven (7) days per year of accumulated sick leave for purposes of approved Personal Necessity Leave. Unused Personal Necessity Leave is not cumulative from year to year.
- 12.7.3 Employees shall submit a request for Personal Necessity Leave approval to the immediate supervisor normally not less than three (3) working days prior to the beginning date of the leave.
- 12.7.4 When prior approval is not possible, the employee shall make every reasonable effort to comply with Office procedures designed to secure substitutes, and shall notify the immediate supervisor of the expected duration of the absence.

Personal Necessity Leave may be used for:

- (1) Death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 12.1 of this Article. Immediate family is defined in Section 12.1.1.
- (2) Illness of a member of the employee's immediate family.
- (3) Accident involving person or property or the person or property of employee's immediate family.
- (4) Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- (5) To attend parent conferences.
- (6) Such other reasons approved by the Office.

Prior approval shall not apply to items 1-4 listed above.

12.7.5 An employee may request to attend a local funeral as an Office representative.

12.8 General Leaves of Absence

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Office and the employee. An employee shall provide at least thirty (30) days advance request for an unpaid leave of absence. The Office shall respond to the request within two (2) weeks. Employees on an approved leave of absence will exhaust all available Compensatory Time, Personal Business, Personal Necessity and Vacation leave before going into an unpaid leave status. (See also Article 6.11)

12.9 Personal Business Leave

12.9.1 Each employee shall be entitled to one (1) day in total of paid leave annually for the purpose of conducting personal business. Leave under this section shall be granted when the employee notifies his/her supervisor in writing forty-eight hours in advance and may not be taken in increments smaller than 50% of the total day.

12.9.2. Each employee shall be entitled to six (6) days non-cumulative personal business leave with pay each fiscal year. These six days shall be deducted from their accumulated sick leave. Leave under this section shall be granted when the employee notifies his/her supervisor in writing forty-eight (48) hours in advance and may not be taken in increments smaller than 50% of the total work day.

12.9.3 Unused Personal Business Leave does not accumulate from year to year.

12.10 Catastrophic Leave

The Association and the Office establish catastrophic leave with the following provisions:

12.10.1 Definitions: "Catastrophic illness or injury" means an illness or injury:

- a. that is expected to incapacitate the receiving employee for an extended period of time beyond the employee's paid leave entitlement, or
- b. that incapacitates a member of the receiving employee's immediate family, which incapacity requires the employee to take unpaid time off from the work for an extended period of time to care for that family member and
- c. which would create a financial hardship for the receiving employee if he/she were required to take extended time off work because he/she has exhausted all of his or her sick leave and other paid time off.
- d. Absences due to a work-related illness or injury shall not qualify for use of catastrophic leave.
- e. For the purpose of catastrophic leave, "immediate family" means the spouse or registered domestic partner, child, step child, foster child, child of the registered domestic partner, parent or grandparent of the employee, or any other person living in the receiving employee's household.

12.10.2 Any employee may donate up to his/her current year's entitlement of sick or vacation leave to another member of the bargaining unit who meets the criteria above.

12.10.2.1 To donate sick leave, a unit member must retain one (1) year's entitlement of sick leave on the books.

12.10.2.2 A donating employee must donate a minimum of eight (8) hours of sick leave or vacation hours to another employee who has been deemed eligible to receive this leave.

12.10.2.3 Donated sick leave or vacation hours shall be converted for utilization on an hour for hour basis meaning the recipient shall be paid at his regular rate of pay.

12.10.2.4 The Office will credit the receiving employee's sick leave account with one (1) day of sick leave or vacation credit from each donating employee in the order in which the donation is received by the Office and will repeat the process until the receiving employee has received the maximum amount of sick leave credit that he/she needs or may accrue under 12.10.3. If, though the initial process of deducting one (1) day of sick leave credit from each donating employee, the receiving employee does not receive sufficient sick leave credit, the Office shall repeat the process by crediting the receiving employee's account with additional sick leave credit from those employees who wish to donate more than one day of sick leave credit.

12.10.2.5 Employees may not revoke their donation of leave credits. Nevertheless, donated leave not utilized by the receipt prior to return to service shall be returned to the donor.

12.10.3 The maximum days allowed to be utilized by one employee shall not exceed the number of days in their normal annual work year.

12.10.4 Employees who are granted the use of donated leave days shall be considered to be in regular paid status and will continue to earn and accrue all contractual and statutory benefits.

12.10.5 To utilize this benefit, an employee of the Office or CSEA may submit a request to the County Superintendent of Schools to “call for donations.”

12.10.6 The County Superintendent of Schools will grant approval of a catastrophic leave request to an employee if the employee’s or their family member’s illness or injury conforms to the definition of catastrophic illness or injury set forth in this section and the individual’s condition is verified by a physician’s written statement.

12.10.7 If catastrophic leave has been approved for an employee to care for a family member, all accrued paid leave benefits and other paid time off must be exhausted, prior to use of catastrophic leave.

12.10.8 Any employee returning from catastrophic leave will be reinstated to their former position.

12.10.9 An employee on catastrophic leave for his/her own serious health condition is required to provide a fitness-for-duty certificate from their physician before he/she will be reinstated to employment.

12.11 Family Medical Leave

An eligible employee shall be entitled to up to 12 work-weeks (prorated for part-time employees) of unpaid leave within a 12 month period for family medical reasons under the Federal Family and Medical Leave Act of 1993 and the California Family rights Act (collectively, “family medical leave”). The following provisions shall be interpreted in accordance with the statutes and regulations governing family medical leave.

12.11.1 An employee is eligible if he or she has been employed by the Office for at least 12 months and has provided service at least 1250 hours over the previous 12 months (normally this means a full-time work year, i.e. 182 X 7 hours = 1274 hours).

12.11.2 Family medical leave shall be available for the following purposes:

- a. Birth of the employee’s child;
- b. Placement of a child with the employee for adoption;
- c. Care for the employee’s or registered domestic partner’s child, spouse or registered domestic partner, or parent with a serious health condition.

- d. The employee's own serious health condition that keeps the employee from performing his or her job function;
- e. Military exigency;
- f. Military caregiver leave.

12.11.3 Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave.

12.11.4 An employee will be required to provide medical certification whenever a serious health condition of the employee or his or her family member is the reason for the leave. A second or third medical opinion may be required regarding the employee's serious health condition at the Office's expense. In certain circumstances, the employee may be required to provide recertification of his or her serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical recertification when required may delay the granting of the leave request until such certification is provided.

12.11.5 Where advance notice is possible, an employee must provide thirty (30) days advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of the leave.

12.11.6 An employee taking family medical leave will continue to participate in the Office-provided health plan under the same terms and conditions, including any necessary co-payment, which applied prior to the first day of the employee's leave. An employee who pays a portion of their health benefits must continue to pay his/her portion of the health benefits during the leave period. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the Office for premiums paid for maintaining the employee's health coverage.

12.11.7 An employee may be required to provide periodic reports of his or her status and of his or her intent to return to work while on leave. Such reports may be required as often as every 30 days, unless otherwise specified by the Manager- Human Resources.

12.11.8 An employee on family leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment.

ARTICLE XIII: MEDICAL EXAMINATIONS

- 13.1 Examinations for tuberculosis shall be obtained by the employee as required at the Office's expense.
- 13.2 The Office retains the right to have a physical or mental examination of any employee by an Office appointed physician.
- 13.3 The cost of any such examination shall be borne entirely by the Office.

ARTICLE XIV: JOB REPRESENTATIVES

- 14.1 Selection of Job Representatives: CSEA reserves the right to designate the number and method of selection of Job Representatives. CSEA shall annually notify the Office in writing, no later than January 30th of each school year, of the names of the Job Representatives and the group they represent. If a change is made, the Office shall be advised in writing within ten (10) days of any change.
- 14.2 Authority: Job Representatives shall have the authority to file notices and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement, provided that the affected employee has given written authorization for the representative to act on his/her behalf.
- 14.3 CSEA Staff Assistance: Job Representatives shall at any time be entitled to seek and obtain assistance from CSEA Staff, for the purpose of processing grievances and matters related thereto as covered by this Agreement.

ARTICLE XV: TRANSFERS

- 15.1 Definition:
Transfer shall be defined as a change of job location, but within the same classification. Transfers may be voluntary or involuntary.
- 15.2 Voluntary Transfers:
When the Office determines a position is open and vacant, the Office shall first offer the opportunity to transfer to regular, permanent employees serving in the same classification. Vacancies shall be posted by the Office for not less than (6) working days at all work locations prior to being filled. All permanent employees in the same classification may apply for transfer to that position by filing an application with the Human Resources Department.
- 15.3 An employee is not eligible to request a transfer unless he/she has served in his/her current assignment for six (6) months. Eligible employees must also have satisfactory evaluations during the year prior to the vacancy occurring. Eligible employees may apply for transfer to the posted position by filling an application with Human Resources Department.

15.4 Factors to be Used to Consider Transfer Requests in no particular order:

- a. The need for efficient operations of the Office.
- b. The contribution the staff member can make in the position.
- c. The qualifications including the experience and recent training of the staff member compared to those of other candidates for both the position to be filled and the position to be vacated.
- d. The length and quality of the service rendered to the Office by the employee.
- e. The recommendations of the immediate supervisor to whom the employee is currently responsible and the immediate supervisor where the vacancy exists.
- f. Preference of the employee.
- g. Satisfactory employee evaluations.
- h. Consistent, reliable attendance. No indications that the employee has abused leave provisions. However, pregnancy leave, industrial accident and illness leave, catastrophic illness or surgeries of the unit member, or a member of the family of the unit member requiring the unit members' presence, and bereavement shall not be considered as misuse or abuse of leave provisions.
- i. The best interest of the Office and children as determined by the County Superintendent of School.
- j. Seniority will be considered but not the sole basis for transfer.

15.5 Unit members requesting transfers shall be interviewed for the transfer position.

15.6 Any employee denied a requested transfer may request a conference with the Human Resources Manager to discuss the reasons for not being selected, and upon request, receive the reasons in writing.

15.7 Involuntary Transfer:

15.7.1 An employee may be transferred within his/her present classification because of surplus staff, because of a change of location of the program, or based upon program needs of the efficiency and effectiveness of operations of the Office as determined by the County Superintendent of Schools. The Office will consider the factors in 15.4 in making the decision regarding an involuntary transfer.

15.7.2 Unless the transfer is because of a change of location of the program, the Human Resources shall have a conference with the employee, and a representative of the Association, if requested, to consider as fully as feasible the employee's preferences. The transfer shall be made without change in salary rate, anniversary rate, accumulated illness leave, accumulated vacation credit or in any other manner reflected adversely upon the monetary rights of the employee.

15.8 Medical Transfers

The Office may give an alternate work assignment, when such work is available, to any employee who has become medically unable to perform his/her regular job class duties. The alternate work may constitute demotion, or lateral transfer to a related class for which the employee is deemed qualified by the Office, but it shall be assigned only by mutual agreement with the Office, CSEA, and the employee.

15.9 Emergency Transfers

The Office may ask an employee to go to a different work location without notice in order to meet child/teacher ratios. This will not be a permanent assignment. Emergency transfers will be determined on a daily basis. The emergency transfer will be limited to a work location no further than thirty (30 miles) in one direction from the employee's regular work location. Emergency transfers will be rotated amongst all staff. Employees will be allowed sufficient travel time and travel reimbursement.

ARTICLE XVI: PROMOTION

16.1 Employees in the bargaining unit shall be given first consideration in filling any job vacancy within the bargaining unit, which can be considered a promotion after the announcement of the position vacancy. A permanent employee who has: 1) served six (6) months or more in his/her present classification, and 2) has satisfactory performance evaluations during the year prior to the vacancy occurring is eligible to apply and be considered for the vacancy. A "promotion" means a change in assignment from one classification to another classification at a higher salary range.

16.2 Factors to be Used to Consider Promotions:

- a. The need for efficient operations of the Office.
- b. The contribution the staff member can make in the position.
- c. The qualifications including the experience and recent training of the staff member compared to those of other candidates for both the position to be filled and the position to be vacated.
- d. The length and quality of the service rendered to the Office by the employee.
- e. Preference of the employee.
- f. Satisfactory employee evaluations.
- g. Consistent, reliable attendance. No indications that the employee has abused leave provisions. However, pregnancy leave, industrial accident and illness leave, catastrophic illness or surgeries of the unit member, or a member of the family of the unit member requiring the unit member's presence, and bereavement shall not be considered as misuse or abuse of leave provisions.
- h. The best interest of the Office and children as determined by the County Superintendent of Schools.

- 16.3 Any employee denied a promotion may request a conference with the Human Resources Manager to discuss the reason(s) for not being selected, and, upon request, receive the reason(s) in writing.

ARTICLE XVII: RECLASSIFICATION

- 17.1 Definition: Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work that alter the nature of the classification of the position.
- 17.2 Filing Period for Reclassification: All requests for reclassification shall be filed no sooner than January 1 and no later than February 1 of each year. All requests will be negotiated and results will normally be finalized by June 30 of the year received.
- 17.3 Procedures for request:
- 17.3.1 Request application packet for reclassification from Human Resources or CSEA.
 - 17.3.2 Submit one (1) completed application packet to Human Resources and one (1) copy to the CSEA president.
- 17.4 Salary Placement: Negotiated and approved reclassification requests shall normally take effect July 1 of the year received.
- 17.5 Notification: The applicant will receive written notification of the results regarding the request for reclassification within five (5) days following the completion of negotiations regarding the reclassification.
- 17.6 Salary Adjustments: Requests for any salary adjustments, other than reclassification, shall be submitted to CSEA during the month of December for research and possible inclusion during regular contract re-openers. The bargaining unit member may contact the CSEA president for an application for a salary enhancement.

ARTICLE XVIII: GRIEVANCE PROCEDURE

- 18.1 A "grievance" shall mean an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. This grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the Office, which are not included in this Agreement, nor shall the grievance procedure be used for other matters for which specific methods of review are provided by law, or Office policies, rules, or regulations. A grievant" is any employee covered by the terms of this Agreement.
- 18.2 Time limits specified at each level shall be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 18.3 The filing of a grievance shall not reflect unfavorably upon the grievant.
- 18.4 Reasonable release time shall be provided for purposes of this Article.
- 18.5 The filing of a grievance shall in no way interfere with the right of the Office to proceed in carrying out its management responsibilities subject to the final decision on the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.

- 18.6 If the Office's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If the grievant fails to appeal the grievance within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated.
- 18.7 A conference shall be held at any level if either party requests one.
- 18.8 An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided copies of any grievances filed by employees directly and any responses by the Office. Prior to any resolution of any grievance, the Association shall be provided with a copy of the proposed resolution for review. The Association shall be given an opportunity to file a written response to the proposed resolution.
- 18.9 The Office shall make available for testimony, in connection with grievance procedure, any Office employees whose appearance is requested by the grievant. Any employee witness required to appear in connection with this Article shall suffer no loss of pay.
- 18.10 All materials concerning an employee's grievance shall be kept in a file separate from the employee's official personnel file.
- 18.11 A "day" shall be any day the Office is open for business.
- 18.12 Informal Level: The employee shall meet with the immediate supervisor to discuss the potential grievance, in an attempt to resolve it informally. If the potential grievance is not resolved at this level, the employee may proceed to Step 1.
- 18.13 Formal Level:
- 18.13.1 Step 1: The grievance shall be presented in writing to the employee's immediate supervisor within ten (10) days of the occurrence giving rise to the grievance or within ten (10) days of when the grievant should have reasonably known of the occurrence. Copies of the grievance and all other relevant information shall also be furnished to Human Resources. The supervisor shall reply in writing within ten (10) days thereafter.
- 18.13.2 Step 2: If the grievant is not satisfied with the reply in Step 1, within ten (10) days after such reply, the grievance shall be presented in writing to the Regional Supervisor. The Regional Supervisor shall reply in writing within ten (10) days thereafter.
- 18.13.3 Step 3: If the grievant is not satisfied with the reply in Step 2, within ten (10) days after such reply, the grievance shall be presented in writing to the designated Human Resources Manager. The Human Resources Manager shall reply in writing within ten (10) days thereafter.

- 18.13.4 Step 4: If the grievant is not satisfied with the reply in Step 3, within ten (10) days thereafter the written grievance may be presented to the County Superintendent of Schools or designee. The County Superintendent of Schools or designee shall reply within ten (10) days thereafter. This is the final administrative review of the grievance procedure.
- 18.14 The employee shall have the right to have a CSEA representative present at each level of the grievance procedure.

ARTICLE XIX: SAFETY

- 19.1 The Office shall make every reasonable effort to conform to and comply with all health, safety, and sanitation requirements imposed by State and Federal law or regulations adopted under State or Federal law.

ARTICLE XX: MANAGEMENT RIGHTS

- 20.1 The County Superintendent of Schools and the Board of Education retain solely and exclusively, all rights, powers, and authority exercised or had by them prior to the execution of this Agreement except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County Superintendent of Schools and the County Board of Education, and not abridged herein, include, but are not limited to, the following: To manage and direct its operations and its personnel; to determine the overall goals, objectives, and educational philosophy of its programs and operations; to insure the rights and the educational opportunities of its students; to subcontract or discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number and kinds of employees and facilities needed; to hire, assign, evaluate, transfer, promote, suspend, and terminate its personnel; to determine its curriculum; to determine, develop, and implement its budget and the procedures thereof; to determine the means, personnel, and places of providing services; and to take any action on any matter in the event of an emergency. The Office recognizes that in some circumstances there may exist an obligation to meet with the Association to bargain the decision and the effects of these actions.
- 20.2 All current and future policies, rules, and regulations of the County Superintendent of Schools and the Board of Education not directly in conflict with this Agreement shall remain in full force and effect, provided that this reference to such policies, rules, and regulations shall not be deemed to make such matters subject to the Grievance Article of this Agreement.

- 20.3 Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights and powers vested in the County Superintendent of Schools and the Board of Education to adopt, amend, or rescind such policies, rules, and regulations not expressly stated in this Agreement, as the Board of Education, in its discretion, shall deem necessary, or that would have the effect of altering this Agreement, or any other powers vested in the County Superintendent of Schools and Board of Education, by the California Education Code, or by other laws regulating, authorizing, or empowering the County Superintendent of Schools and Board of Education to act or refrain from acting.

ARTICLE XXI: CONCERTED ACTIVITIES

- 21.1 The Association, its agent, and the employees it represents, agree that there shall be no work stoppage or any interference with the operations of the Office for any reason during the term of this Agreement.
- 21.2 The Association agrees to actively and affirmatively advise and direct in writing any employee or employees engaging in any form of work stoppage or advocating any form of work stoppage to cease such action immediately. A copy of this directive shall be sent to the Superintendent.
- 21.3 The Association, its agent, and the employees represented by it further understand and agree that there shall be no stoppage of work in sympathy with another group of employees or an employee organization.

ARTICLE XXII: SEVERABILITY

- 22.1 In the event that any provision of the Agreement shall at any time be declared invalid by a court of competent jurisdiction, such decision shall not invalidate any other provisions of this Agreement and all remaining provisions shall remain in full force and effect.

ARTICLE XXIII: NEGOTIATIONS

- 23.1 If either party desires to alter or amend this Agreement, it shall, not less than ninety (90) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 23.2 After satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 23.3 Release time from work shall be given to five (5) employees to participate in negotiations.

ARTICLE XXIV: DISCIPLINARY ACTION

The following procedure is applicable only to non-certificated personnel.

- 24.1 Discipline may be imposed on permanent employees in the bargaining unit only for just cause. Disciplinary action is defined as dismissal, suspension or demotion. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent unless such cause was concealed or not disclosed by such employee when it should have been reasonably assumed that the employee should have disclosed the facts to the Office. The provisions of Article XXIV, Disciplinary Action, are not applicable to probationary employees. Probationary employees serve at the discretion of the County Superintendent and may be terminated at will.
- 24.2 The following are causes for dismissal, suspension, demotion or discipline of any permanent employee, include but are not limited to:
- 24.2.1 Incompetency or inefficiency in the performance of duties of his/her position.
 - 24.2.2 Insubordination (including, but not limited to, refusal to do assigned work.)
 - 24.2.3 Carelessness or negligence in the performance of duty or in the care or use of Office property.
 - 24.2.4 Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
 - 24.2.5 Dishonesty.
 - 24.2.6 Drinking alcoholic beverages on the job or reporting for work while under the influence of alcohol.
 - 24.2.7 Use of narcotics on the job, or reporting for work while under the influence of narcotics not prescribed by a physician.
 - 24.2.8 Personal conduct unbecoming an employee of the Office while on the job.
 - 24.2.9 Engaging in political activity during assigned hours of employment.
 - 24.2.10 Conviction of any crime involving moral turpitude.
 - 24.2.11 Arrest for sex offense as defined in Education Code Section 44010.
 - 24.2.12 Abuse of illness leave privileges.
 - 24.2.13 Falsifying any information supplied to the Office, including but not limited to, information supplied on application forms employment records, or any other school district records.
 - 24.2.14 Persistent violation or refusal to obey safety rules or regulations applicable to the County Office.
 - 24.2.15 Offering anything of value or offering any services in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
 - 24.2.16 Willful or persistent violation of the Education Code or rules of the Governing board or its representative.
 - 24.2.17 Abandonment of position.

- 24.2.18 Advocacy of overthrow of Federal, State or local government by force, violence, or other unlawful means, or membership in the Communist Party.
- 24.2.19 Physical or mental incapacity affecting job performance.
- 24.2.20 Failure to maintain a license or certification required for employment.
- 24.3 Written notification of the disciplinary action by the Office shall be sent to the employee. The notification to the employee shall contain the following:
 - 24.3.1 A statement in ordinary and concise language of the specific act of omission and/or commission committed by the employee.
 - 24.3.2 A statement that the employee has a right to a hearing on such charges.
 - 24.3.3 A card or paper, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges, which hearing shall not be less than five (5) working days after service of the notice by the employee.
- 24.4 The following appeal procedure shall be followed in cases relating to dismissal, suspension, or demotion:
 - 24.4.1 When a notice of disciplinary action has been served on a bargaining unit employee, the employee may within five (5) working days from receipt of the notice of disciplinary action meet with the Administrator or designee. This meeting shall constitute the Skelly conference.
 - 24.4.2 If the employee and his/her representative are not satisfied with the decision resulting from the meeting with the Administrator or designee, the employee and CSEA representative may elect, within five (5) working days of receipt of the Administrator's decision, to appeal to the County Superintendent of Schools or designee.
 - 24.4.3 The County Superintendent of Schools or designee shall schedule a hearing to hear the disciplinary charges. The employee may be represented at the hearing by an Association representative, by an attorney or other representative at the employee's expense. The employee may represent himself/herself. The employee will have the opportunity to present any relevant evidence, and will be given full opportunity to cross-examine witnesses testifying against him/her.
 - 24.4.3.1 Within ten (10) working days of such hearing, the County Superintendent of Schools or designee shall deliver to the employee and his/her representative his/her decision, in writing. The decision of the County Superintendent of Schools or designee shall be final.

- 24.5 This article shall not be construed as prohibiting the County Superintendent of Schools or designee from suspending an employee with pay pending a dismissal.
- 24.5.1 If the employee's presence presents a clear and present danger to the life, safety, health or property of any enrolled child or family, employee, him/herself, or members of the public, or causes a disruption of Child Care activities or affairs as determined by the Office, the Office may immediately suspend the employee from duty with pay for ten (10) workdays. During the ten (10) workdays, the Office shall serve notice and a statement of facts upon the employee who shall be entitled to respond to the factual contentions supporting the emergency. The suspension shall continue unless and until the employee established that such emergency suspension is not necessary or the final disciplinary action is imposed.
- 24.5.2 In cases where the Office has determined that a regular classified employee should be dismissed or suspended without pay, and that continuation of the employee in active duty status would not be advisable during the time the proceedings are pending (e.g. danger to the life, safety, health or property of any enrolled child or family, employee, him/herself, or members of the public, disruptive to Child Care activities or affairs, or in the best interest of the Office), the Manager, Human Resources, or designee, may order the employee immediately suspended from his/her duties without pay after the informal (Skelly) meeting and following execution of the Notice of Charges. The determination by the Manager, Human Resources, or designee, that it would not be advisable to keep the employee on active duty status during the time the discipline proceedings are pending, and that the employee should be suspended without pay, is final.
- 24.6 Suspension Without Pay for Ten Days or Less. In an action to suspend without pay for ten (10) working days or less, the Office shall serve notice and a statement of facts upon the employee. The notice shall include a statement of the right to respond to the charges orally and/or in writing at an informal (Skelly) meeting. The notice shall include the time within which the response must be received, and the employee shall be deemed to have waived this right if he/she fails to submit a response within the required time.
- 24.6.1 The employee may be assisted in his/her response by a representative of his/her own choosing. An employee who is suspended for ten (10) days or less shall not have the right to appeal by way of a hearing before the County Superintendent.
- 24.7 A proposed disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable time to have a job representative review the proposed settlement before approving the settlement.

24.8 This Article shall be subject to the grievance procedure only insofar as it relates to procedural matters.

ARTICLE XXV: DISCIPLINARY ACTION AND PROCEDURE FOR "NEW" PROBATIONARY CERTIFICATED EMPLOYEE DISMISSAL OR SUSPENSION DURING THE SCHOOL YEAR

25.1 Application: This procedure applies to the dismissal or suspension during the school year of certificated employees whose probationary period commenced during or after the 1991-92 school year.

25.2 Definition: For purposes of this procedure, a work day is defined as a day when the administrative offices of the Office are regularly open for business.

25.3 Notice of Dismissal or Suspension:

25.3.1 A Notice of Dismissal or Suspension shall be given at least thirty (30) days prior to the stated effective date of such action and no later than March 15 of the employee's second probationary year.

25.3.2 The Notice of Dismissal or Suspension shall state the reasons for such action and shall state that the employee has the right to appeal.

25.3.3 If the reasons for the action include unsatisfactory performance, a copy of the last evaluation shall be included with the Notice of Dismissal or Suspension.

25.4 Suspension:

25.4.1 Suspension may be proposed or determined for a specified period of time.

25.4.2 Suspension is without pay and for a stated number of work days and may be initially proposed by the Office, recommended by the hearing officer or determined by the County Superintendent of Schools.

25.4.3 When suspension is initially proposed by the Office, no more severe penalty may be recommended by the hearing officer or determined by the County Superintendent of Schools.

25.5 Grounds:

25.5.1 One ground for dismissal or suspension is unsatisfactory performance as determined by an evaluation conducted in accordance with the Stull Act and any current policy, if applicable or negotiated contract provisions.

25.5.2 The second ground or basis for dismissal or suspension is any one or more of the causes specified in Education Code section 44932.

25.6 Request for Hearing:

The employee must file a written request for hearing within fifteen (15) calendar days of receipt of the Notice of Dismissal or Suspension. Filing means receipt in the County Superintendent of Schools's office designated no later than regular close of business on the last day of filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing, and the proposed action shall be effective upon action by the County Superintendent of Schools without notice of hearing.

25.7 Conduct of Hearing:

25.7.1 Whenever a hearing is requested as provided above, the County Superintendent of Schools shall decide, in his/her discretion, whether to conduct the hearing without the assistance of the Office of Administrative Hearings, or to contact the Office of Administrative Hearings for the services of an administrative law judge appointed by that office to conduct the hearings.

The conduct of the hearing, whether presided over the County Superintendent of Schools or by an administrative law judge, shall be in accordance with the rules and procedures set forth in the Administrative Procedure Act (Government code sections 11500 and following).

25.7.3 Non-substantive procedure errors committed by the office, the hearing officer, or the County Superintendent of Schools shall not affect the decision unless the errors are prejudicial.

25.8 Decisions of the County Superintendent of Schools:

The decision of the County Superintendent of Schools (i.e., in cases in which the County Superintendent of Schools presided over the hearing) shall be in writing and shall state findings of fact and determinations of the issues.

25.9 Decisions of the Administrative Law Judge:

If an administrative law judge presides over the hearing, his/her recommended decision shall be in writing and shall state findings of fact and determinations of the issues.

25.10 Review by the County Superintendent of Schools:

The County Superintendent of Schools within ten (10) days after receiving the recommended decision of the Administrative Law Judge shall act upon that decision. If the County Superintendent of Schools decides not to approve an adverse decision or decides to modify a decision, he/she must read the transcript of the proceedings, review the exhibits, listen to arguments, and state his/her reasons for disapproval or modification of the decision of the Administrative Law Judge.

ARTICLE XXVI: LAYOFF, RE-EMPLOYMENT & REDUCTION OF HOURS

26.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, seniority within the class shall be determined by length of service. If it becomes necessary for the Office to terminate the employment of any employee because of a reduction in the work force, lack of funds, or other involuntary reasons, layoff procedures will be followed and sixty (60) calendar days notice shall be given the employee. A termination interview with the Human Resources Department may be scheduled during normal work hours. Seniority will be determined as stated in Article 5.4.1.

26.2 The termination date of an employee will be the last actual working day.

26.2.1 Layoff Procedures

- a. "Layoff" means a separation from the service because of lack of funds, or abolishment of position for lack of work.
- b. Whenever, because of lack of work or lack of funds, it becomes necessary to layoff permanent and/or probationary employees, such layoffs shall be conducted in accordance with procedures set forth in Education Code Sections 45298 and 45308. The names of employees laid off shall be placed on re-employment lists in the reverse order of layoff and such eligibility shall continue for 39 months from the date of layoff.
- c. No permanent or probationary classified employee shall be laid off from any position while employees serving under short-term employment are retained in positions of the same class.
- d. A short-term employee may be separated at the completion of an assignment without regard to the procedures set forth in this Article.
- e. Probationary and permanent employees shall be notified in writing at least sixty (60) calendar days prior to the date of layoff and the notice shall contain the reason therefor.
- f. In lieu of being laid off, an employee may elect demotion to any class with the same or lower maximum salary in which he/she had previously served under permanent or probationary status.
 1. To be considered for demotion in lieu of layoff, an employee must notify the Manager, Human Resources in writing of such election not later than ten (10) calendar days after receiving notice of layoff.
 2. Any employee replaced by such demotion has the same option of demotion afforded by this rule as if a position had been abolished or discontinued.
 3. Any employee demoted pursuant to this rule shall receive the maximum of the salary range in the class to which demoted provided that such salary is not greater than the salary he/she received in the higher classification at the time of demotion.
 4. In all cases where employees accept demotion in lieu of layoff, their names shall be placed on re-employment lists for the classes from which they were demoted.

5. All service in the classification plus higher classifications in the line of promotion shall count as seniority within the classification. Seniority shall be based on the employee's date of hire rather than the number of hours worked.
 6. An employee on a re-employment list may decline one (1) offer of re-employment in former class and status.
 7. If the employee accepts re-employment, the employee must report to work within ten (10) working days.
 8. Refusal of an offer of short-term or limited part-time employment shall not affect the standing of any employee on a layoff list.
 9. Employees on re-employment lists shall be eligible to compete in promotional examinations for which they qualify.
- 26.3 Any reduction in assigned time shall be accomplished through negotiation and in accordance with this Article.
- 26.3.1 All employees' seniority will be based on hire date. Employees in the same classification who are hired on the same date shall lot draw at the time of orientation to determine placement on the seniority list.

ARTICLE XXVII: DURATION

- 27.1 This Agreement shall become effective September 1, 2015 and shall continue in effect to, and including, June 30, 2018. The parties may reopen negotiations during the interim years of the contract on the issues of salaries, benefits plus one additional article.
- 27.2 By February 1 of each contract year, the Office and CSEA will meet to share goals and objectives for the subsequent year's negotiations. Meetings will be held prior to establishing the ensuing years funding requests. After April 1, of each contract year, the Office and CSEA will meet to share goals and objectives related to the compensation structure of the Teacher job classification.