

This **AGREEMENT**  
Is made and entered into  
by and between

**TULARE COUNTY  
OFFICE of EDUCATION**

and

**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION #428**

July 1, 2018-June 30, 2021

**2018-2021**

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## **ARTICLE I: AGREEMENT**

- 1.1 This document shall constitute a binding agreement between the County Superintendent of Schools, the County Board of Education (hereinafter referred to as the "Office") and the California School Employees Association, and its Chapter #428 (hereinafter referred to as the "Central Unit" or "Association").
- 1.2 This Agreement, when signed by the parties hereto, supersedes all other agreements and supplements and represents the sole Agreement between the parties.
- 1.3 If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the Office and the Association.

## **ARTICLE II: RECOGNITION**

- 2.1 The Office recognizes the CSEA as the exclusive representative of the regular probationary and permanent classified employees listed in Appendix A.
- 2.2 The determination of new classified or new confidential positions shall be made by the Office after consultation with the Association. Disputed cases shall be submitted to the Public Employment Relations Board ("PERB") for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the Office and the Association subject to the rules of PERB.
- 2.3 Excluded Positions:  
Certificated Employees, Management Employees, Child Care Employees, Confidential Employees, and Supervisory Employees.

## **ARTICLE III: NON-DISCRIMINATION**

- 3.1 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 IV: DUES CHECK OFF**

- 4.1 Check Off:  
CSEA shall have the sole and exclusive right to have membership dues and initiation fees deducted for 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 donation, or other plans or programs approved by the Office. The Office shall pay to the designated payee within five (5) days of the deduction all sums so deducted.

4.2 Dues Deduction:

It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit worker, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities. Except as expressly exempted herein, all workers in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.

4.3 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.

4.4 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 Cancer Society
3. Tulare County Office of Education Foundation

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 or arbitration procedures.

4.5 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.

4.6 Notice to CSEA of New Hires

The Office shall provide CSEA notice of any newly hired employee as soon as possible but no later than thirty (30) days of date of hire via electronic mail to the CSEA Chapter President or designee, which will include the following information:

- i. Full Legal Name
- ii. Date of Hire
- iii. Classification
- iv. Site
- v. Date of Orientation

4.7 Employee Information

a. "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full-time, or part-time, hired by the Office and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the Office and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employment status changed as such that the employee was placed in the CSEA unit.

b. The Office shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically via a mutually agreeable secure FTP site or service by the first pay period of the month following hire. This contact information shall include the following items, with each field in its own column:

- i. First Name
- ii. Middle Name
- iii. Last Name
- iv. Suffix (e.g. Jr., III, if on file with the Office)
- v. Job Title/Classification
- vi. Divisions/Programs
- vii. Primary Worksite Name
- viii. Work Telephone Number
- ix. Home Street Address (Inc. Apartment #)
- x. City
- xi. State
- xii. Zip Code (5 or 9 Digits)

a. "New Employee Orientation" means the onboarding process of newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.

- b. The Office shall provide CSEA mandatory access to its new employee orientations. CSEA and the Office agree, that in lieu of the AB 119 ten (10) days' notice, the Office and CSEA agree to the Orientation dates attached and CSEA shall receive the calendar of Orientations every July 1<sup>st</sup> of each year. Both the Office and CSEA agree that shorter notice may be provided in a specific instance where there is an urgent need critical to the Office's operations that were not reasonably foreseeable.
- c. The Office shall include the CSEA membership application (and a CSEA provided link for an electronic application where applicable) in any employee orientation packet of the Office's materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the Office for distribution.
- d. The Office orientation session shall be held on the Office property, during the workday of the employee(s), who shall be on paid time.
- e. During CSEA's orientation session, no Office manager or supervisor or non-unit employee shall be present.

#### 4.8 Grievance Procedure for Articles 4.6 through 4.8

- a. Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 16 of the current Collective Bargaining Agreement between the parties except as follows:
  - i. Definition of a grievance- Any alleged violation, misinterpretation, or misapplication of the terms of this MOU only.
  - ii. Definition of grievant - Only CSEA and its Chapter 428 has the ability to grieve this MOU. Any references in Article 16 to a single employee or group of employees shall mean CSEA and its Chapter 428.
  - iii. Steps. For the purposes of grievances arising out of articles 4.6 through 4.8 of this MOU only, the four steps designated in 4.iv below shall replace the Informal and Formal Level detailed in Article 16.14.
  - iv. Formal Level:
    - a. Step 1: Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with the Human Resources Director, within ten (10) days after CSEA knew or should have known of the event or circumstances occasioning the grievance.
    - b. Step 2: If the informal level does not result in satisfactory resolution, CSEA may file a written grievance with the Human Resources Director. The grievance shall be presented in writing to the Human Resources Director within ten (10) days after the informal meeting. The Human Resources Director shall reply within ten (10) days thereafter.

- c. Step 3: If CSEA is not satisfied with the reply in Step 2, CSEA may, within ten (10) days, appeal the decision to the County Superintendent of Schools or his/her designee. This written appeal statement shall include a copy of the original grievance, the decision rendered at previous levels, and a clear, concise statement of the reasons for the appeal. If, upon review, the County Superintendent of Schools or designee determines that he/she is unable to render a determination on the record, he/she may reopen the record for the taking of additional evidence prior to rendering his/her decision which shall be in writing. The County Superintendent of Schools or designee shall render his/her written decision within twenty (20) days of receipt of the Step 2 appeal.
  
- d. Step 4: If CSEA is not satisfied with the decision rendered pursuant to Step 3, the grievance shall be resolved in binding arbitration in which event the parties shall mutually select an arbitrator through the American Arbitrator Association.

#### **ARTICLE V: ASSOCIATION RIGHTS**

The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- 5.1 The right of access to employees at reasonable times. The term “reasonable times” as used herein means employee rest periods, meal periods, and any time before or after an employee’s work day when such an employee is present at his/her work area or site, but is not expected to be performing services on behalf of the Tulare County Office of Education. Brief visits by a Central Unit staff member may be permitted with approval of the immediate supervisor at any time. Any representative of the Central Unit who wishes to enter a school campus during hours in which students are present shall notify the principal’s office of his identity and his status as the representative of any employee organization.
  
- 5.2 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 the posting or transmission of information or notices concerning CSEA matters. One copy of all materials to be posted shall be provided to the County Superintendent of Schools or site administrator at the time of posting at the facility in which such posting is to take place.
  
- 5.3 Representatives of the Central Unit shall have the right to utilize County School Facilities for the conduct of meetings with Unit employees. Requests to utilize such facilities shall be made upon forms to be prescribed by the County Superintendent of Schools, and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code.

The Central Unit, when desiring such use of such facilities, shall file with the County Superintendent of Schools the certification required by California Education Code, Section 40057. Meetings conducted in such facilities shall in no way conflict with the work of other employees, and shall in no way conflict with the public school purposes of the Tulare County Office of Education.

- 5.4 The Association representatives will be granted, upon request and when not otherwise in use the reasonable use of computers and printers for reproducing material to be used for Association communication.
- 5.5 The Association will reimburse the Tulare County Office of Education for any school materials or supplies used and will pay a rental charge, if applicable, for use of any custodial costs incurred for such meetings that they might call, if such custodial services are provided, if needed beyond the custodian's normal workday.
- 5.6 The Central Unit President shall receive one (1) copy of the official County Board of Education packet at least 48 hours prior to each regularly scheduled County Board of Education meeting. The Central Unit President shall receive one (1) copy of the approved minutes at the same time they are made available to County Board of Education members.
- 5.7 Nothing in this Article shall be construed to provide release time for employees in connection with any of the rights enumerated in this Article.
- 5.8 The right of paid release time is authorized for two (2) official Central Unit delegates to attend the Central Unit Annual Conference not to exceed five (5) days per delegate per year.
- 5.9 Within thirty (30) days after the execution of this contract, the Office shall make available on the HR website, a copy of this contract 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 with a copy of this Agreement by the Office, at the time of employment. Each employee in the bargaining unit shall be provided by the Office, access via the HR website, a copy of any written changes agreed to by the parties to the Agreement during the life of this Agreement. If an employee does not have access to Internet, the employee may request a copy of the Agreement.
- 5.10 The right to be supplied with a complete seniority roster of all bargaining unit employees within 90 days of the execution of this Agreement and annually, thereafter, upon request. The roster shall indicate the employee's present classification and primary job site, date of hire, and hours of service in classification.
- 5.11 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.



- 5.12 On-site visits may be made to discuss job functions in connection with a reclassification request subject to prior approval of the employee's immediate supervisor and the Assistant Superintendent, Human Resources, which shall not be unreasonably withheld.
- 5.13 The Association president or designee shall receive up to fifteen (15) days leave per year for the purpose of conducting Association business. The leave shall be recorded on a written time sheet, submitted to HR on a monthly basis. The Association president or his/her designee shall notify his/her supervisor at least twenty-four (24) hours in advance of the need for such leave, if possible.

## **ARTICLE VI: EVALUATION**

- 6.1 The performance of each unit member shall be evaluated by the unit member's immediate supervisor.
- 6.2 Probationary employees shall be evaluated at least twice during the twelve (12) month probationary period normally during the fifth (5th) and ninth (9th) months.
- 6.3 Permanent employees shall be evaluated once yearly, no later than May 31 of each school year.
- 6.4 A permanent employee who accepts a promotion and fails to complete the probationary period for the promotional position, shall be re-employed in the classification from which he or she was promoted.
- 6.5 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 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 in accordance with 6.7.2 below.
- 6.6 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.
- 6.7 Personnel Files:
  - 6.7.1 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.
  - 6.7.2 Employees shall be provided with copies of any derogatory written materials 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 response shall be attached to the material.

6.7.3 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.

6.7.4 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 Association representative if authorized in writing by the employee.

6.7.5 Any person who places written materials or drafts written materials for placement in an employee's file shall sign the materials and signify the date on which such material was drafted.

## **ARTICLE VII: HOURS**

### **7.1 Work Week:**

The regular workweek for full-time 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 work week on an overtime basis when such is necessary to carry on the business of the Office.

### **7.2 Workday:**

The length of the workday shall be designated by the Office for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours.

When employees are called in to work on their scheduled day off the employee will be paid a minimum of three (3) hours.

### **7.3 Adjustment of Assigned Time:**

Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/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 part-time employee on an approved leave.

7.4 Lunch Periods:

All unit members who are on duty for six (6) hours shall be entitled to a duty-free lunch period of no longer than one (1) hour per day, as scheduled by their immediate supervisor.

7.5 Rest Periods:

All bargaining unit employees shall be granted rest periods which insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked.

7.6 Work Year:

The County Superintendent of Schools shall designate the work year for each classified position and the employee shall be notified by June 30 of each year.

7.7 Overtime:

The Office shall provide compensation or compensatory time off at a rate equal to one and one-half (1 ½) times the regular rate of pay for unit members designated in advance by the Office and authorized to perform such overtime.

7.7.1 Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any workweek. 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.

7.7.2 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with provisions of the Article.

7.7.3 Employees will complete an Authorization for Overtime form when they have been requested by their supervisor to work overtime. The employee will have the opportunity to choose whether to receive reimbursement for the overtime in the form of pay or compensatory time. If the employee chooses to receive pay, the employee will complete a time sheet and submit the time sheet with the Authorization for Overtime form to Human Resources. If the employee chooses to receive compensatory time, the Authorization for Overtime form will be completed and sent to Human Resources. Human Resources staff will log the hours earned in the absence system. The employee will submit absence slips to Human Resources showing the compensatory hours taken.

7.8 Distribution of Overtime:

Overtime shall be distributed and rotated equally among qualified employees in the bargaining unit within each department or site. Authorization and allocation of any overtime shall rest solely with the Office. Any employee requested or required to work overtime by his/her immediate supervisor shall be entitled to overtime pay or compensatory time off.

7.9 Compensatory Time Off:

Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the Office within the fiscal year in which it was earned and must be taken in a minimum of thirty (30) minute increments. If the compensatory time has not been taken within the fiscal year in which it was earned, the Office shall pay the employee for all such time at the appropriate rate of pay based on the employee's rate of pay at the time earned in July's payroll for 12-month employees and in August payroll for 10 or 11-month employees.

7.10 All hours worked on the 6th and 7th day shall be compensated at the overtime rate.

7.11 Summer School:

Employees who are scheduled to work 30 or more hours per week will be assigned for summer school employment before employees who work less than thirty hours per week within each individual program area, based on seniority and their annual evaluation before vacancies are filled from outside the program. Employees will be notified the first week in May of their selection/non-selection for summer school employment. Employees assigned to summer school employment will record their time worked on a timesheet at the end of each month. Payment for summer school employment will be made with the supplemental payroll for the following month.

**ARTICLE VIII: VACATION PLAN**

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis--July 1 to June 30.

8.1 Unit members are entitled to vacation with pay at the rates to be found in the following schedule:

8.1.1 .83 of a day for each month worked during the first three (3) years.

8.1.2 1.25 days for each month worked from the beginning of the fourth (4th) year through the tenth (10th) year.

8.1.3 1.5 days for each month worked from the beginning of the eleventh (11th) year through the fourteenth (14th) year.

8.1.4 1.67 days for each month worked at the beginning of the fifteenth (15) year.

Vacation time for part-time employees shall be prorated.

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

- 8.3 A new employee will be entitled to a percentage of vacation that would be earned in the first month they are employed. The second and ensuing months the employee would be entitled to the vacation rates found in Section 8.1.
- 8.4 When an employee moves from one vacation rate to another per section 8.1, the rate change will occur on the first day of the month in which the new rate is earned.
- 8.5 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.
- 8.6 Any vacation days not taken may be carried over from year-to-year with a maximum of thirty (30) days carried over for employees working twelve (12) months.
- 8.7 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).
- 8.8 Any employee who is not able to take time off for vacation and who has more than 30 vacation days accumulated will be paid at the end of the year for the excess, unused vacation days.
- 8.9 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.
- 8.10 Employees, whose positions are funded by grants or resources that require expenditures during the funding period, will be required to use vacation benefits in the same funding cycle (school, calendar or funding year) as the benefits are accrued.
- 8.11 Employees on an approved leave of absence will exhaust all available vacation time before going into an unpaid leave of absence.
- 8.12 When an employee in the bargaining unit is terminated or leaves Office employment for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. Vacation time shall not become a vested right until completion of six (6) months of employment.

## **ARTICLE IX: HOLIDAYS**

### **9.1 Scheduled Holidays:**

Employees shall be entitled to paid holidays as follows:

- 9.1.1 Independence Day
- 9.1.2 Labor Day
- 9.1.3 Veteran's Day
- 9.1.4 Thanksgiving Day
- 9.1.5 Day Following Thanksgiving Day
- 9.1.6 Christmas Eve Day
- 9.1.7 Christmas Day
- 9.1.8 New Year's Eve Day
- 9.1.9 New Year's Day
- 9.1.10 Martin Luther King, Jr., Day
- 9.1.11 Lincoln's Birthday
- 9.1.12 Washington's Birthday
- 9.1.13 Friday of Spring Vacation in lieu of Admission Day
- 9.1.14 Memorial Day

### **9.2 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.

### **9.3 Holiday Eligibility:**

Except as otherwise provided in this Article, an employee must be in a 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 occurring during those periods 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.

### **9.4 Declared Holidays:**

Every day declared by the President, the Governor, the County Superintendent of Schools, or the Governing Board as a day of public fast, Thanksgiving, or holiday requiring the closing of the facilities, shall be additional holidays provided that the President, or the Governor also make such dates paid holidays for federal and state employees.

## **ARTICLE X: EMPLOYEE BENEFITS**

- 10.1 The Office agrees to provide health, dental, vision and prescription insurance coverage for employees and their dependents (SISC PBC 100-A Plan) not to exceed \$1,821.95 per month for 12-months for employees eligible for full coverage, and on a pro-rata basis for part time employees. Office paid health, dental, vision and prescription insurance coverage shall be provided as follows:
- a. Employees who are regularly assigned to work six (6) or more hours per day five (5) days per week shall be entitled to 100% of the premium (\$1,821.95 per month) paid by the Office for employee and dependent health, dental and vision insurance;
  - b. Employees who are regularly assigned to work at least five (5) hours per day, but less than six (6) hours per day five (5) days per week shall be entitled to 86% payment by the Office of the cost (\$1,821.95 per month) for employee and dependent health, dental and vision insurance;
  - c. Employees who are regularly assigned to work at least four (4) hours per day, but less than five (5) hours per day, five (5) days per week shall be entitled to 57% payment for the cost of employee and dependent health, dental and vision insurance;
  - d. Employees who are regularly assigned to work less than four (4) hours per day five (5) days per week may voluntarily enroll in SISC's 2-Tier Anchor Bronze Health Plan. The Bronze Health Plan does not include dental or vision benefits. During the designated open enrollment periods, the employee may elect to enroll in the "Employee Only" tier or the "Employee+Child(ren)" tier. Spouses are not eligible for enrollment in the Bronze Health Plan. Employees choosing to enroll in the 2-Tier Anchor Bronze Health Plan shall not be entitled to receive any Office contribution towards the health plan.
- 10.2 Payment of any additional portion of any premium required providing such coverage for such employees or for such employee's dependents ("the difference") shall be the sole responsibility of the individual employee, and, upon receipt by the Office of proper authorization, such payment shall be accomplished by payroll deduction. Any employee who does not pay the difference required to provide such coverage shall not be eligible to receive health, dental and vision insurance coverage as provided herein.
- 10.3 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.
- 10.4 A term life policy in the amount of \$50,000 shall be provided to each employee within the unit. This benefit is not available to retirees mentioned in 10.5.

10.5 Retiree Benefits:

The Office agrees to contribute the benefit amount of \$1,821.95 per month for health, dental and vision insurance for any employee and dependent, if the employee is receiving the health insurance package at the time of retirement from the Office, as follows:

- a. Employees hired prior to July 1, 2006, are eligible for the Office paid benefit amount upon retirement from the Office at age 55 or over with fifteen (15) years of Office service or at least twenty (20) years of service in a public school system in California. 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 or plans available to current employees, as those benefits may change from time-to-time.
  
- b. Employees hired on or after July 1, 2006, are eligible for the Office paid benefit amount upon retirement from the Office at age 55 or over with twenty (20) years of Office service for employees and who are currently receiving the health insurance package at the time of retirement. 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 or plans available to current employees, as those benefits may change from time-to-time.
  
- c. Employees hired on or after July 1, 2016, are eligible for the Office paid benefit amount upon retirement from the Office at age 58 or over with twenty (20) years of Office service for employees and who are currently receiving the health insurance package at the time of retirement. 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 or plans available to current employees, as those benefits may change from time-to-time.

10.6 Benefits for a spouse or eligible dependent will continue to the end of the month in which the employee retiree dies.

10.7 Disability Insurance:

The Office shall provide a fully paid disability insurance plan with a thirty (30) day waiting period and a period of coverage of five (5) years, payments of salary not to exceed 100% of salary when combined with leave entitlements and disability insurance benefits. Payments from all sources shall not be in excess of the employee's regular rate of pay.



## **ARTICLE XI: PAY AND ALLOWANCES**

There will be a four percent (4.00%) salary increase for the 2018-2019 school year (See Salary Schedule at Appendix A).

### **11.1 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 A. The regular rate of pay shall include any longevity increment required to be paid under this Agreement.

### **11.2 Paychecks:**

All regular paychecks of employees in the bargaining unit shall be itemized to include all standard deductions.

### **11.3 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 months advance notice prior to implementing the automatic deposit provision.

### **11.4 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 employee provides notice to the payroll department.

### **11.5 Special Payments:**

Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than five (5) working days following notice to the Payroll Department.

### **11.6 Lost Checks:**

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than five (5) days following the employee's lawful demand of the Payroll Department for replacement of the check. However, in no event shall an employee's lost paycheck be replaced earlier than ten (10) days from the date it was issued.

### **11.7 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 five percent (5%) increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

11.8 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 Superintendent of Schools and conforming to the rate per mile as approved by the Internal Revenue Service (IRS). All employees shall be assigned a primary work site for the purpose of mileage reimbursement. All mileage shall be reimbursed from the primary work site to other assignments, and back to the primary work site. Employees assigned to two or more work sites shall have the assigned work site closest to their home considered their primary work site for the purpose of mileage reimbursement.

11.9 Per Diem:

Any employee assigned duties outside of Tulare County shall be entitled to receive per diem reimbursement according to the current Office schedule.

11.10 Longevity:

The Office agrees to additionally compensate long service employees in the manner described below after completing the requisite calendar years of service. The amount shall be added to the employee's base monthly salary.

YEARS	AMOUNT
10	\$35.00
15	\$45.00
20	\$55.00
25	\$65.00
30	\$75.00
35	\$85.00
40	\$95.00

11.11 Compensation During Required Training Periods:

An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

11.11.1 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.

11.11.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned workday, or when the training occurs at any time other than the regularly assigned workweek, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs. The overtime rate shall be based on the employee's regular rate of pay.

11.12 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.

11.12.1 An employee assigned duties in a higher skilled position than what he/she is regularly employed shall receive a minimum of a 5% increase in salary while performing work during the “out of classification” employment for more than five (5) of fifteen (15) days.

11.12.2 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.

11.13 PERS Benefits:

Classic Members

The Office will pay the total PERS contribution for eligible probationary and permanent employees hired prior to January 1, 2013, and for employees designated as classic members under the Public Employees’ Pension Reform Act.

New Members

Effective July 1, 2013, employees hired on or after January 1, 2013, and designated as new members under PERS will be required to pay the employee contribution.

11.14 SISC Defined Benefit Plan:

After October 1, 1994, all part-time employees shall mandatorily be enrolled in the SISC Defined Benefit Plan with contributions to the plan paid by the Office.

11.15 Medical Procedures Stipend

TCOE has a history of providing school 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, 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 and/or nurses 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 an Instructional Assistant, Severely Handicapped 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:

- a. If a school nurse or teacher is unable to do the specialized health procedure, and an Instructional Assistant, Severely Handicapped in that student's classroom is willing and volunteers to perform specialized health care procedures as a qualified designated person, the Instructional Assistant, Severely Handicapped will be paid a stipend of \$75 per month for any month in which they perform one or more specialized health procedures.
- b. The Instructional Assistant, Severely Handicapped will be trained and supervised by the school nurse in how to do the procedure(s).
- c. The Instructional Assistant, Severely Handicapped will demonstrate competence in basic cardiopulmonary resuscitation, be trained in and have a list compiled by the school nurse of the emergency medical resources available in the community, and provide the specialized health care services under the supervision of the school nurse.
  1. 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 school 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 credentialed school nurse.
- d. An Instructional Assistant, Severely Handicapped will be limited in scope to these specialized health procedures: catheterization, gastrostomy tube feeding, suctioning, blood sugar testing, EPI Pen 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.

#### 11.16 Salary Deferral Plan Option

Ten-month employees may choose to be paid over a 12-month period through a salary deferral plan. There will be twelve monthly payments beginning the last work day of September, and ending the last work day of August following the end of the fiscal year. The July and August payments will be based on a monthly payment for September through June. The employee will receive ½ of this deferment the last work day of July and the balance at the end of August. If participation in the summer pay process begins after the September payroll, correspondingly smaller payments will be received for July and August.

Eleven-month employees may choose to be paid over a 12-month period through a salary deferral plan. There will be twelve monthly payments beginning the last work day in August and ending the last work day of July following the end of the fiscal year. The July payment will be based on a monthly summer pay deferral of 1/12th of an employee's normal gross monthly payment for August through June. The employee will receive this deferral the last work day of July. If participation in the summer pay process begins after the August payroll, a correspondingly smaller payment will be received for July.

## **ARTICLE XII: EMPLOYEE EXPENSES AND MATERIALS**

### **12.1 Tools:**

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

12.1.2 Notwithstanding Section 12.1.1, if an employee in the bargaining unit provides 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 or equipment.

### **12.2 Replacing or Repairing Employee's Property:**

The Office shall compensate all bargaining unit employees for loss or damage to personal property up to two hundred and fifty dollars (\$250.00) if damaged in the course of employment. Articles include eye glasses, watches and other related type items.

### **12.3 Safety Equipment:**

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or other, the Office agrees to furnish such equipment or gear.

### **12.4 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 harmless from and protect such employee from any financial loss resulting therefrom provided such acts of omission are not grossly negligent, or subject the employee to disciplinary measures.

## **ARTICLE XIII: LEAVES**

This Article contains all leave provisions of this Agreement:

### **13.1 Sick Leave:**

13.1.1 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.

13.1.2 For purposes of sick leave, full-time means an employee working five (5) days per week for twelve (12) months per calendar year shall be annually entitled to twelve (12) days of leave of absence for the purpose of sick leave utilization. An employee covered by this Agreement working less than full-time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment.

13.1.3 An employee, covered by this Agreement, working less than a full calendar year shall be annually entitled to the following days of leave for purposes of sick leave utilization:

Number of Work Days (excluding vacation and holidays) based on yearly calendar submitted by program supervisor	Sick Leave Earned
185 - 205 work days	10 days
206 - 226 work days	11 days
227 - 246 work days	12 days

Additional work submitted on a time sheet is excluded for purposes of calculating sick leave. Sick leave under 13.1.2 and 13.1.3 is accumulated annually, without limit.

13.1.4 Unit employees working summer school will receive one (1) additional day of sick leave in July.

13.1.5 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.

13.1.6 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 written notice of the requirement shall be given the employee.

13.1.7 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 13.1.2 and 13.1.3, 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.

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

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

13.1.7.3 The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacation or compensating time to which the employee may be entitled. This one hundred (100) work days of leave is not cumulative.

13.1.8 An employee who leaves employment with the Office and does not complete a given year of service shall be charged for any unearned sick leave (as granted in 13.1.2 and 13.1.3) used as of the last date of employment. The used, but not accrued sick leave shall be deducted from the employee's final payroll warrant.

## 13.2 Unpaid Personal Leave:

13.2.1 An employee may request a personal leave of absence for reasons enumerated elsewhere in the Agreement.

13.2.2 The employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and shall indicate the duration of the length of the requested leave to the County Superintendent of Schools or his designee.

13.2.3 Employees will exhaust all available vacation, compensatory time, discretionary personal necessity and personal business days before approval for unpaid personal leave of absence.

13.2.4 For personal absences of five (5) working days or less, the employee shall submit the request described herein to the County Superintendent of Schools not less than five (5) working days prior to the beginning date of the leave. The decision of the County Superintendent of Schools for approval or denial of these requests shall be final.

13.2.5 For personal absence in excess of five (5) workdays including the balance of the school semester/year, or a full school semester/year, the employee shall submit the request described herein to the immediate supervisor for recommendation to the Division Assistant Superintendent for his/her recommendation to the County Superintendent of Schools for approval or denial. The decision of the County Superintendent of Schools for approval or denial of these requests shall be final.

13.2.6 An employee shall not accept gainful employment while on personal leave of absence without the prior approval of the County Superintendent of Schools.

13.2.7 Any personal leave of absence that may be granted under these provisions shall be without compensation. Employees on personal leave of absence in excess of thirty (30) calendar days shall be permitted to participate in the Office insurance program at their expense as provided for in Article X of this Agreement.

13.2.8 The employee shall be reinstated to the position classification held prior to the leave of absence or to a position for which the employee is qualified.

13.2.9 If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical or emotional well-being.

### 13.3 General Leaves:

13.3.1 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 an employee

### 13.4 Industrial Accident and Illness Leave:

13.4.1 Effective October 1, 2009, upon completion of one (1) year of service with the Office, an employee shall be eligible for and entitled to sixty (60) days of non-cumulative industrial accident and illness leave per year (Education Code Section 45192).

13.4.2 Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an eligible 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 as soon as practicable. 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 schools 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 accident or illness.
- 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 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. Employees returning to service from an industrial accident or injury shall provide medical verification of their release to return to work with or without restrictions.

### 13.5 Personal Necessity Leave:

13.5.1 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.

13.5.2 An employee may not use more than seven (7) days per year of accrued sick leave for purposes of approved Personal Necessity Leave. Unused personal necessity leave does not accumulate from year-to-year.

13.5.3 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. Prior approval shall not apply to items 1-3 listed in 13.5.5 below.

13.5.4 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.

13.5.5 Personal Necessity 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 13.5 of this Article.
- (2) Illness of a member of the employee's immediate family.
- (3) Accident involving an employee's person or property, or the person or property of a member of his/her 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.

For purposes of Personal Necessity leave "immediate family" is defined in Section 13.6.2 and 13.6.2.1.

13.5.6 An employee may request to attend a local funeral as an office representative.

13.5.7 Discretionary Personal Necessity Leave

Subject to a prior approval as described above, two (2) days of the seven personal necessity days available to an employee per year may be used for any reason at the discretion of the unit member except for a concerted work stoppage. The unit member shall not be required to give a reason for this day of leave.

13.6 Bereavement Leave:

13.6.1 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 of 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 other than parent, spouse or child. This leave shall not be deducted from sick leave.

Additional days of absence beyond those described herein may be provided under the terms of Personal Necessity Leave.

**Bereavement**

Immediate Family	Days	Other
Parent - includes in-laws/steps	5	
Son/daughter, son/daughter-in-law, biological, foster	5	
Spouse/Registered Domestic Partner	5	
Grandparents, grandchildren, siblings, sibling-in-laws	3	5, if over 200 miles one way
Relatives in immediate household	3	
Other family, non-immediate - uncle, aunt, ex-spouse	0	Use other available LOA

13.6.2 Members of the immediate family mean the mother, father, stepmother, stepfather, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, and the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, or sister-in-law of the employee, or any relative or foster child living in the immediate household of the employee.

13.6.2.1 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 Personnel.

**13.7 Judicial and Official Appearance Leave:**

13.7.1 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.

- a. The employee seeking an Official 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.
- b. 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.
- c. 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 fees checks. 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.

- d. Per Diem or other travel expense shall be retained by the employee.
- e. When on jury duty, an employee shall present a statement from the jury commissioner or other appropriate official of the court showing the time served on jury duty which shall be attached to the absence form. Upon completion of jury duty, the employee shall return to work.

### 13.8 Personal Business Leave:

13.8.1 Each employee shall be entitled to one (1) day of paid leave annually for the purpose of conducting personal business. New employees must be employed six (6) months before personal business leave is granted. Leave under this section shall be granted when the employee notifies his/her supervisor in writing forty-eight (48) hours in advance. This leave is in addition to Personal Necessity Leave and Discretionary Personal Necessity Leave, and does not accumulate from year-to-year.

### 13.9 Conference Leave:

13.9.1 Bargaining unit employees may request to attend professional conferences or workshops related to their professional responsibilities by completing required forms. If granted, employees shall receive transportation costs and per diem in addition to release time without loss of pay.

### 13.10 Catastrophic Leave

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

#### 13.10.1 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 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.

For the purpose of catastrophic leave, "immediate family" means the spouse or domestic partner, child, step-child, foster child, child of the domestic partner, parent or grandparent of the employee, or any other person living in the receiving employee's household.

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

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

13.10.2.2 A donating employee may 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.

13.10.2.3 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.

13.10.2.4 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 13.10.3. If, through 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 credits from those employees who wish to donate more than one (1) day of sick leave credit.

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

13.10.3 The maximum days allowed to be utilized by one (1) employee shall not exceed the number of days in their normal annual work year

13.10.4 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.

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

13.10.6 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.

13.10.7 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 as personal necessity leave, prior to use of catastrophic leave.

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

13.10.9 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.

#### 13.11 Family Medical Leave:

An eligible employee shall be entitled to up to 12 work-weeks of unpaid leave within a 12 month period for family and 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.

13.11.1 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 days x 7 hours = 1274 hours).

13.11.2 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 or foster care;
- c. Care for the employee's or domestic partner's child, spouse or 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 care giver leave.

13.11.3 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.

- 13.11.4 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 certification when necessary may delay the granting of the leave request until such certification is provided.
- 13.11.5 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.
- 13.11.6 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 copayments, 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.
- 13.11.7 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 thirty (30) days, unless otherwise specified by the employee's immediate supervisor.
- 13.11.8 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 XIV: MEDICAL EXAMINATIONS**

- 14.1 Examinations for tuberculosis shall be obtained by the employee as required.
- 14.2 The Office retains the right to have a physical or mental examination of any employee by an Office appointed physician.
- 14.3 The cost of any such examination shall be borne by the Office to the extent that such examination is not paid by any medical insurance.

## **ARTICLE XV: JOB REPRESENTATIVES**

### 15.1 Selection of Job Representatives:

CSEA reserves the right to designate the number and the method of selection of Job Representatives. CSEA shall notify the Office in writing 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.

### 15.2 Authority:

Job Representatives shall have the authority to file notice and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement upon written authorization of the employee.

### 15.3 CSEA Staff Assistance:

Job Representatives shall at any time be entitled to seek and obtain assistance from CSEA Staff personnel, for the purpose of processing grievances and matters related thereto as covered by this Agreement.

## **ARTICLE XVI: GRIEVANCE PROCEDURE**

16.1 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, regulation, or procedures of the Office which are not included in this Agreement, nor shall the grievance procedures 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 or the Association.

16.2 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.

16.3 The filing of a grievance shall not reflect unfavorably upon the grievant.

16.4 An aggrieved person shall seek a solution to his/her problem through at least one informal discussion with his/her immediate supervisor prior to initiating a formalized grievance proceeding as described in Step 1 of 16.14.

16.5 Preparation and investigation of grievances shall occur on the employee's own time.

16.6 A reasonable amount of release time shall be provided for attendance at conferences and hearings related to grievances.



- 16.7 The filing of a grievance shall in no way interfere with the right of the County Superintendent of Schools to proceed in carrying out his/her management responsibilities subject to the final decision of 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.
- 16.8 If the Office's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedures, 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.
- 16.9 A conference shall be held at any level if either party requests one.
- 16.10 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 the Agreement. The Association shall be provided copies of any grievances filed by employees directly and any responses by the Office. Prior to the 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.
- 16.11 The Office shall make available for testimony in connection with the 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.
- 16.12 All materials concerning an employee's grievance shall be kept in a file separate from the employee's official personnel file.
- 16.13 A "day" shall be any day the Office is open for business.
- 16.14 Group grievances may be filed directly at Step 3.

#### INFORMAL LEVEL

The employee shall meet with the immediate supervisor to discuss the potential grievance, in an attempt to resolve it informally. Neither the employee nor the immediate supervisor may bring a conferee to this informal meeting. If the potential grievance is not resolved at this level, the employee may proceed to Step 1.

## FORMAL LEVEL

- 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. A copy of the grievance shall be filed with the Human Resources office. The supervisor shall reply in writing within ten (10) days thereafter after consultation with the Assistant Superintendent, Human Resources (Human Resources Director).
- 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 appropriate Administrator or Assistant Superintendent. A copy shall be filed with the Human Resources Office. The Administrator or Assistant Superintendent shall reply in writing within ten (10) days thereafter after consultation with the Assistant Superintendent, Human Resources (Human Resources Director).
- Step 3. If the grievant is not satisfied with the decision at Step 2, the employee may, within ten (10) days, appeal the decision to the County Superintendent of Schools. This written appeal statement shall include a copy of the original grievance, the appeals, and the decision rendered at previous levels, and a clear, concise statement of the reasons for the appeal.

- 16.15 If, upon review, the County Superintendent of Schools determines that he/she is unable to render a determination on the record, he/she may reopen the record for the taking of additional evidence prior to rendering his/her decision which shall be in writing. The County Superintendent of School shall render his/her written decision within twenty (20) days of receipt of the Step 3 appeal. This is the final administrative review of the grievance procedure.
- 16.16 The employee shall have the right to have a CSEA Representative present at each level of the grievance procedure.

## **ARTICLE XVII: LAYOFF, RE-EMPLOYMENT AND REDUCTION OF HOURS**

17.1 Classified employees shall be subject to layoff for lack of work and/or lack of funds. Whenever a classified employee is laid off, seniority within the class shall be determined by length of service in the class, based upon hire date in the classification. The employee who has been employed the shortest time in that classification plus any higher range classes, shall be laid off first. Re-employment shall be in order of seniority. 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 written notice shall be given the employee. A termination interview with the Human Resources department may be scheduled during normal work hours.

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

### **17.2.1 Layoff Procedures**

- a. "Layoff" means a separation from the service because of lack of funds, abolishment of position for lack of work, or other involuntary reasons not reflecting discredit on an employee.
- b. Whenever, because of lack of work and/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 in short-term, temporary or substitute employment are retained in positions of the same class.
- d. A short-term, temporary or substitute 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.
- 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 Assistant Superintendent, Human Resources in writing of such election not later than ten (10) calendar days after receiving notice of layoff.
  2. Any employee bumped/displaced 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 an employee accepts demotion in lieu of layoff, his/her name shall be placed on re-employment lists for the class from which they were demoted for a period of sixty-three (63) months.
  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 three (3) offers of re-employment in former class and status. If an employee declines three offers of re-employment in his/her former position, his/her name shall be removed from the re-employment list, and he/she shall no longer be considered an employee of the Office.
  7. When an 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.
- 17.3 The decision and effects of any reduction in assigned time shall be accomplished through negotiations and in accordance with this Article.
- 17.4 Employees in the same classification who are hired on the same date shall draw lot at the time of orientation to determine placement on the seniority list.

## **ARTICLE XVIII: DISCIPLINARY ACTION**

### **18.1 Exclusive Procedure**

Discipline may be imposed on permanent employees in the bargaining units only for just cause. Disciplinary action is defined as dismissal, suspension, demotion. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of discipline, 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. Probationary employees serve at the pleasure of the County Superintendent of Schools and are terminable at will. Article XVIII, Disciplinary Action, is not applicable to probationary employees.

### **18.2** When the Office seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee.

The notice shall include:

18.2.1 A statement of the proposed disciplinary action and its effective date.

18.2.2 A statement of the cause or causes for such action. A copy of any notice of discipline shall be delivered to CSEA.

18.2.3 A statement of the specific acts or omissions upon which the causes are based.

18.2.4 A statement that the materials upon which the proposed action is based are attached or available for inspection upon request.

18.2.5 A statement of the right to respond, orally and/or in writing prior to the effective date of discipline at an informal meeting (Skelly); a statement that the employee may be assisted in his/her response by a representative of his/her own choosing; and a statement that any response, either orally and/or in writing, will be considered prior to the finalization of the proposed discipline.

### **18.3 Informal Meeting (Skelly)**

18.3.1 An informal (Skelly) meeting will be scheduled with the employee prior to the effective date of discipline to review any proposed disciplinary action and to receive any relevant information the employee wishes to present. All information submitted by the employee in response to the charges shall be carefully considered before the recommendation for disciplinary action is finalized.

18.3.2 If an employee does not attend the scheduled informal (Skelly) meeting or submit a written response prior to the effective date of discipline, he/she shall be deemed to have waived that right, and the County Superintendent may impose the discipline as of the effective date. The employee shall be given notice of his/her right to a hearing.

18.4 Appeal Procedure

If, after the informal meeting, the decision of the Office is to proceed with the disciplinary action, a signed Notice of Charges will be served on the employee. The employee may, within five (5) calendar days after receiving the Notice of Charges, appeal the recommended disciplinary action by signing and filing the Demand for Hearing form included with the Notice of Charges. If the employee fails to file the notice of appeal within the time specified, the employee shall be deemed to have waived his/her right to appeal, and the County Superintendent shall order the recommended disciplinary action into effect immediately.

18.5 Hearing

18.5.1 If a hearing is requested by the employee, the hearing shall be held at the earliest possible date, taking into consideration the established schedule of the County Superintendent or hearing officer, and the availability of counsel and witnesses. All hearings shall be heard by a hearing officer except in those cases where the County Superintendent determines to hear the appeal himself/herself. If the appeal is heard by the County Superintendent, he/she shall affirm, modify or revoke the recommended disciplinary action.

18.5.2 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 without a representative or legal counsel. The employee will have the opportunity at the hearing to present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against him/her.

18.5.3. If the appeal is heard by a hearing officer, he/she shall prepare a proposed written decision which will be provided to the County Superintendent for review. The County Superintendent shall affirm, modify or reject the proposed disciplinary action.

18.5.4 The County Superintendent will prepare a written decision which will be provided to the employee and Association. The decision of the County Superintendent shall be final.

18.6 Emergency Suspension:

18.6.1 If the employee's presence presents a clear and present danger to the life, safety, health or property of any student, employee, him/herself, or members of the public, or causes a disruption of County Office activities or affairs as determined by the Office, the Office may immediately suspend the employee from duty with pay. 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.

18.6.2 In cases where the Office has determined that a permanent 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 any property of any student, employee, him/herself, or members of the public, disruptive to County Office activities or affairs, or in the best interest of the Office), the Assistant Superintendent, 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 Assistant Superintendent, 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.

18.6.3 In any 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 or within the required time. 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.

18.7 Disciplinary Settlements:

Any disciplinary action may be settled by mutual agreement. The settlement terms shall be reduced to writing and CSEA shall have five (5) work days in which to review such settlement and an opportunity to comment in writing on the proposal.

## **ARTICLE XIX: RECLASSIFICATION**

- 19.1 Definition:  
Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work assignment that alters the nature of the classification of the position.
- 19.2 Filing Period for Reclassification:  
All requests for reclassifications shall be filed no sooner than January and no later than February 1 of each year.
- 19.3 Procedures for Request:  
19.3.1 An employee may request an application packet for reclassification from Human Resources or CSEA.  
19.3.2 The employee shall submit one (1) completed application packet to Human Resources and one (1) copy to the CSEA president.
- 19.4 Process for Review of Request:  
The Association and Office will meet to review and negotiate the reclassification request(s) prior to April 15. Any reclassification must be mutually agreed upon between the Association and Office. The decision of the Office and Association will be final.
- 19.5 Salary Placement  
Negotiated and approved reclassification requests shall normally take effect July 1 of the year received.
- 19.6 Notification  
The applicant will receive written notification of the results regarding the request for reclassification within five (5) days following the completion of negotiations.
- 19.7 Salary Adjustments  
Requests for any salary adjustments, other than reclassification, shall be submitted to CSEA during the month of January for research and possible inclusion during regular contract re-openers. An employee must contact the CSEA President for an application for a salary adjustment.

## **ARTICLE XX: TRANSFERS, PROMOTIONS, VACANCIES**

- 20.1 Definitions:  
20.1.1 The term "transfer" shall mean a Unit Member is relocated from one site or program to a different site or program within the same job classification and the same range. A transfer may be Unit Member initiated or Office initiated.  
a. Voluntary Transfer - May be initiated by either the Employee or Office with the consent of the Employee.



- b. Involuntary Transfer - Initiated by the Office without the consent of the Employee.

20.1.2 The term “vacancy” shall be defined as an opening which remains funded, resulting from the resignation, retirement, death, promotion or termination of an employee, or the creation of a “new position.”

20.1.3 The term “new position” shall apply to any new bargaining unit position that has been deemed necessary, and which is funded and unfilled making it subject to Unit Member requests for Transfer and Promotion consideration.

20.1.4 The term “promotion” shall mean a change in assignment from one classification to another classification at a higher salary range.

## 20.2 Announcement of Vacancies:

All Vacancy Notices of classified bargaining unit positions shall be posted and distributed as follows:

- 20.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each County Office job site.
- 20.2.2 The job vacancy notice shall remain posted for a period of six (6) working days, during which time employees may file a Transfer Request form or application for the vacancy.
- 20.2.3 If an employee is on the reemployment list, he/she will be sent a copy of the notice of vacancy on the date the position is posted via email.
- 20.2.4 The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required of the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary wage, and the deadline for filing to fill the vacancy.
- 20.2.5 All Unit Members meeting the job specifications as announced, who complete the Transfer Request Form or application, shall be considered for the position; however, the final selection of the candidate for the vacancy or new position shall be at the sole discretion of the Office.

## 20.3 Voluntary Transfers:

20.3.1 Voluntary Transfers will be given due consideration based exclusively on the legitimate educational needs of the County Office and shall not be denied arbitrarily, capriciously, or without a basis in educational need.

20.3.2 Unit Members may initiate a transfer by submitting a written Transfer Request Form to the Human Resources Department during regular office hours.

20.3.3 The Transfer Request Form may be submitted in response to a particular opening that has been posted in the County Office, or for purposes of receiving consideration for vacancies as they occur.

20.3.4 All Transfer Request Forms received shall be kept on file in the Human Resources Department until June 30th of each school year.

20.3.5 Whenever a voluntary transfer is being considered it will be reviewed and assessed by Office administration based on, including but not limited to, the following:

- a. When the administrator or his/her designee believes a transfer of a Unit Member to be in the operational interests of the County Superintendent;
- b. The Unit Member possesses the same job classification for the specific position to which the transfer is sought or being considered;
- c. Previous written evaluations; and
- d. Unit Member preference and seniority.

20.3.6 Unit Members who have applied and are qualified for a vacant position will be considered for the position prior to the employment of anyone outside the County Office. However, the final selection shall be at the sole discretion of the Office.

20.3.7 A Unit Member may request a meeting with his/her supervisor and the Human Resources Director or his/her designee should they not receive a requested voluntary transfer.

20.4 Involuntary Transfers:

20.4.1 Involuntary Transfers shall be based on the legitimate educational needs of the County Office and shall not be made arbitrarily or capriciously.

20.4.2 Involuntary Transfers may be based on, including but not limited to, the following reasons:

- a. On needs of the program or County Office;
- b. Operational necessity, balancing the workload and/or the improvement of efficiency;
- c. Placement of personnel due to an employee on leave or returning from leave;
- d. Change in location of a program.

20.4.3 Involuntary Transfers shall not occur with less than a one (1) week written notice to the affected Unit Member. The affected Unit Member may request a conference with his/her supervisor and Human Resources Director or his/her designee to discuss the reasons(s) for the Involuntary Transfer.

20.4.4 An Involuntary Transfer shall be made without change in salary range, anniversary date, accumulated illness leave, accumulated vacation credit, or in any other manner reflect adversely upon the monetary rights of the employee.

20.5 Medical Transfers:

20.5.1 The County Office may consider alternate work for Unit Member who is medically unable to satisfactorily perform his/her regular job classification duties due to an illness, injury, medical and/or psychological condition, pursuant to the provisions of the federal Americans with Disabilities Act (ADA). The alternate work may involve a demotion or lateral transfer for which the Unit Member is deemed qualified by the County Office, but it shall be assigned only by mutual agreement with the County Office, CSEA, and the Unit Member.

20.6 Promotions:

20.6.1 A promotion is the advancement of an employee from a position in one classification to a position in another classification having a higher maximum rate of pay. Any Unit Member may file an application and be considered for a vacancy or new position which is promotional, if he/she possesses the specified minimum requirements of the job description.

20.6.2 When a Unit Member has applied for the promotion and was not selected to fill the position, the Unit Member may request to meet with a Human Resources Director or his/her designee to review the Unit Member's qualifications, potential methods of skills improvement and to discuss the reason(s) why the Unit Member was not selected for the promotion. The Human Resources Director or his/her designee shall not disclose confidential information from individual panel members or information regarding other candidates.

20.6.3 A Unit Member that is promoted shall serve a twelve (12) month probationary period in the promotional position. He/She will be evaluated at the fifth and ninth months. If the Unit Member is not successful in the new classification, the Unit Member will be placed back into the classification from which the Unit Member was promoted.

## **ARTICLE XXI: SAFETY**

### **21.1 Office Compliance:**

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

21.1.1 All employees shall report unsafe conditions to their supervisor and the Office's Safety Committee.

## **ARTICLE XXII: MANAGEMENT RIGHTS**

- 22.1 The County Superintendent of Schools retains solely and exclusively, all rights, powers and authority exercised or had by him/her prior to the execution of this Agreement except as expressly limited by specific provisions of this Agreement. Without limiting the generality of the forgoing, the right, powers, and authority retained solely and exclusively by the County Superintendent of Schools 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; to 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 therefore; 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.
- 22.2 All current and future policies, rules and regulations of the County Superintendent of Schools 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.
- 22.3 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 to adopt, amend or rescind such policies, rules and regulations not expressly stated in this Agreement, or that would have the effect of altering this Agreement, or any other powers vested in the County Superintendent of Schools by the California Education Code, by other laws regulating, authorizing, or empowering the County Superintendent of Schools to act or refrain from acting.

### **ARTICLE XXIII: CONCERTED ACTIVITIES**

- 23.1 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 whatever during the term of this Agreement.
- 23.2 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 County Superintendent of Schools.
- 23.3 The Association, its agent, and the employees represented by it further understand and agree that there shall be no stoppage of work in sympathy of another group of employees or an employee organization.
- 23.4 There shall be no lockout of employees in the unit for the term of the Agreement.

### **ARTICLE XXIV: NEGOTIATIONS**

- 24.1 Prior to the termination of the contract, CSEA shall present its new contract proposals to the County Superintendent of Schools. Both parties agree to comply with the provisions of the Rodda Act and subsequent rules and regulations promulgated by the PERB pertinent to the conduct of negotiations.
- 24.2 Commencement of Negotiations:  
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.
- 24.3 Release Time:  
The Association shall have the right to designate up to six (6) employees, who shall be given reasonable release time to participate in negotiations.

### **ARTICLE XXV: INSTRUCTIONAL ASSISTANTS, SEVERELY HANDICAPPED**

- 25.1 On March 8, 2004 the Office and Association agreed to maintain a minimum of 101 full-time (six hour) Instructional Assistant, Severely Handicapped. This agreement was amended on October 16, 2014 as follows "Full time Instructional Assistant – Severely Handicapped promoted to the full time Behavior Plan Support Technician may not be replaced with a full time Instructional Assistant, Severely Handicapped." The combined full time total of Instructional Assistant, Severely Handicapped and Behavior Plan Support Technician positions will not exceed one hundred and one (101).

## **ARTICLE XXVI: APPLICATION**

26.1 If the subject matter of any Office policy or procedure is covered to any extent by this Agreement, then the Office policy and procedure shall not apply to employees covered by this Agreement.

## **ARTICLE XXVII: DEFINITIONS**

### 27.1 Office

“Office” as used in this Agreement shall be deemed to include the Office of Education as an entity, the County Board of Education, the County Superintendent of Schools, and all other members of the Office of Education Management, including management at the level of the school site.

### 27.2 Employee

“Employee” as used in this Agreement means an employee in the bargaining unit as described in the Article on Recognition.

### 27.3 Work Day

“Work Day” is a day when the County Office of Education central administration office is open to the public.

## **ARTICLE XXVIII: SAVINGS**

28.1 In the event that any provisions of the Agreement shall at any time be declared invalid by final order of the Public Employment Relations Board or a court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.

## **ARTICLE XXIX: DURATION AND REOPENERS**

This Agreement shall become effective on July 1, 2018 until June 30, 2021. The parties agree to re-open negotiations for the 2019-2020 and 2020-2021 school years. Negotiations will occur on salary, health and welfare benefits, and two (2) articles chosen by each party.

The parties shall submit reopener and successor bargaining proposals in March of each respective year of this agreement. The proposals will be submitted in adequate time for placement on the agenda for the May Board meeting.

The Office and Association reserve the right to meet and negotiate at any time during the school year on contract issues that may arise during the term of this contract.

Dated: May 31, 2018

For CSEA:

Leslie Bell, Instructional Assistant SH  
Priscilla Elliott,  
Labor Relations Representative  
Paul Harrington,  
Systems Programmer Analyst  
Doris Jayroe, Instructional Assistant SH  
Glenda Couch, Instructional Assistant SH

For the Office:

Jim Vidak,  
County Superintendent of Schools  
John Rodriguez,  
Human Resources Director

## APPENDIX A

### Classified Salary Schedule

Tulare County Office of Education - Classified Salary Schedule										
2018-2019	STEP A		STEP B		STEP C		STEP D		STEP E	
Range	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
10	2,055	11.86	2,162	12.47	2,272	13.10	2,382	13.75	2,500	14.42
11	2,117	12.22	2,224	12.82	2,342	13.51	2,450	14.13	2,576	14.86
12	2,162	12.47	2,272	13.10	2,397	13.83	2,505	14.45	2,633	15.19
13	2,224	12.82	2,342	13.51	2,450	14.13	2,576	14.86	2,702	15.59
14	2,272	13.10	2,397	13.83	2,512	14.49	2,633	15.19	2,768	15.97
15	2,342	13.51	2,454	14.15	2,583	14.90	2,703	15.60	2,840	16.39
16	2,399	13.84	2,516	14.52	2,643	15.24	2,768	15.97	2,911	16.80
17	2,459	14.18	2,585	14.91	2,705	15.61	2,842	16.40	2,984	17.22
18	2,521	14.55	2,645	15.25	2,778	16.02	2,913	16.81	3,063	17.67
19	2,576	14.86	2,702	15.59	2,839	16.38	2,976	17.16	3,126	18.04
20	2,645	15.25	2,778	16.02	2,913	16.81	3,063	17.67	3,219	18.57
21	2,713	15.66	2,858	16.48	2,989	17.24	3,135	18.09	3,298	19.02
22	2,780	16.04	2,919	16.84	3,070	17.70	3,221	18.58	3,380	19.50
23	2,858	16.48	2,989	17.24	3,135	18.09	3,298	19.02	3,460	19.97
24	2,913	16.81	3,063	17.67	3,219	18.57	3,370	19.44	3,540	20.44
25	2,980	17.20	3,130	18.06	3,292	18.98	3,452	19.92	3,625	20.91
26	3,065	17.68	3,221	18.58	3,374	19.46	3,546	20.47	3,720	21.46
27	3,135	18.09	3,298	19.02	3,460	19.97	3,633	20.97	3,817	22.02
28	3,221	18.58	3,380	19.50	3,548	20.48	3,726	21.51	3,908	22.55
29	3,302	19.04	3,466	20.00	3,638	20.99	3,821	22.05	4,009	23.14
30	3,386	19.53	3,548	20.48	3,728	21.52	3,917	22.60	4,113	23.73
31	3,470	20.02	3,640	21.00	3,823	22.07	4,011	23.15	4,217	24.33
32	3,548	20.48	3,726	21.51	3,908	22.55	4,109	23.71	4,310	24.87
33	3,640	21.00	3,823	22.07	4,011	23.15	4,217	24.33	4,424	25.52
34	3,735	21.55	3,919	22.61	4,115	23.74	4,324	24.95	4,536	26.18
35	3,821	22.05	4,009	23.14	4,213	24.30	4,417	25.48	4,646	26.80
36	3,919	22.61	4,115	23.74	4,324	24.95	4,536	26.18	4,766	27.50
37	4,013	23.16	4,223	24.37	4,426	25.53	4,652	26.84	4,887	28.19
38	4,115	23.74	4,331	24.98	4,539	26.19	4,768	27.52	5,006	28.88
39	4,229	24.40	4,441	25.63	4,656	26.86	4,889	28.20	5,139	29.65
40	4,331	24.98	4,539	26.19	4,768	27.52	5,006	28.88	5,261	30.35
41	4,426	25.53	4,652	26.84	4,887	28.19	5,128	29.58	5,385	31.08
42	4,545	26.22	4,774	27.54	5,013	28.92	5,268	30.39	5,522	31.87
43	4,658	26.87	4,893	28.23	5,141	29.66	5,393	31.12	5,671	32.72
44	4,774	27.54	5,013	28.92	5,268	30.39	5,522	31.87	5,799	33.47
45	4,893	28.23	5,141	29.66	5,393	31.12	5,671	32.72	5,958	34.37
46	5,018	28.95	5,270	30.40	5,529	31.90	5,806	33.50	6,099	35.18
47	5,141	29.66	5,393	31.12	5,671	32.72	5,958	34.37	6,250	36.06



48	5,274	30.43	5,536	31.94	5,810	33.52	6,105	35.21	6,408	36.97
49	5,393	31.12	5,671	32.72	5,958	34.37	6,250	36.06	6,570	37.90
50	5,536	31.94	5,810	33.52	6,105	35.21	6,408	36.97	6,730	38.83
51	5,671	32.72	5,958	34.37	6,250	36.06	6,570	37.90	6,899	39.80
52	5,817	33.56	6,105	35.21	6,413	37.00	6,732	38.84	7,070	40.79
53	5,960	34.38	6,257	36.09	6,574	37.92	6,905	39.83	7,252	41.84
54	6,109	35.24	6,419	37.03	6,742	38.91	7,073	40.80	7,430	42.87
55	6,271	36.18	6,574	37.92	6,907	39.85	7,254	41.85	7,618	43.95
56	6,421	37.04	6,748	38.93	7,081	40.85	7,430	42.87	7,802	45.00
57	6,580	37.96	6,910	39.86	7,256	41.87	7,620	43.97	8,001	46.16
58	6,752	38.95	7,083	40.86	7,436	42.90	7,810	45.06	8,198	47.30
59	6,920	39.93	7,256	41.87	7,624	43.99	8,003	46.18	8,404	48.48
60	7,088	40.88	7,438	42.92	7,819	45.10	8,208	47.35	8,617	49.72
61	7,263	41.90	7,618	43.95	7,981	46.04	8,362	48.24	8,765	50.58
62	7,448	42.97	7,808	45.05	8,181	47.20	8,575	49.47	8,985	51.84
63	7,635	44.04	8,001	46.16	8,384	48.38	8,785	50.68	9,212	53.14
64	7,825	45.15	8,198	47.30	8,592	49.57	9,006	51.96	9,438	54.44
65	8,022	46.28	8,406	48.50	8,810	50.82	9,237	53.29	9,678	55.85
66	8,220	47.42	8,617	49.72	9,029	52.10	9,459	54.57	9,920	57.23
67	8,424	48.60	8,830	50.93	9,254	53.38	9,696	55.94	10,161	58.62
68	8,634	49.82	9,049	52.21	9,487	54.72	9,936	57.32	10,418	60.10
69	8,854	51.08	9,275	53.51	9,723	56.09	10,190	58.79	10,681	61.62
70	9,075	52.35	9,508	54.85	9,961	57.48	10,440	60.24	10,941	63.12