

**Negotiated Agreement  
Between**

**San Diego County Office of Education  
and  
California School Employees Association  
(Chapter 568)**



**2003 - 2006**

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## ARTICLE I: AGREEMENT

- 1.1 This is an Agreement made and entered into between the San Diego County Superintendent of Schools, San Diego County Office of Education (hereinafter referred to as "County Office of Education" or "County Office", or "Office") with the California School Employees Association and its Chapter #568 (hereinafter referred to as "CSEA").

## ARTICLE II: RECOGNITION

- 2.1 The California School Employees Association and its local Chapter #568, hereinafter referred to as "CSEA", is the exclusive bargaining representative for all regular probationary and permanent classified employees holding those positions described in Appendix B, attached hereto, and incorporated by reference as a part of this Agreement.
- 2.2 All newly created positions shall be designated as management, confidential, supervisory or bargaining unit positions by the Superintendent after consultation with CSEA. 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 of Education and CSEA subject to the rule of PERB.
- 2.3 With respect to any matter which is subject to compliance with meet and negotiate requirements under the Educational Employment Relations Act and this Agreement, the following provisions shall apply. However, nothing in this Section shall be construed to subject either party to any obligation to meet and negotiate on any matter, which obligation would not exist in the absence of this Section.
- A. If the Office of Education determines, in its opinion, that a matter, or the impacts and effects thereof, are subject to compliance with meet and negotiate requirements under the EERA, the Office of Education shall notify CSEA prior to taking action.
  - B. CSEA may, within ten days of service of notification by the Office of Education, notify the Office of Education in writing of its demand to negotiate. The demand shall specify the matters to be negotiated and shall be accompanied by initial proposals on all such matters.
  - C. If no such demand is received within the ten-day period, the Office of Education may take action.
  - D. If a demand is received within the ten-day period, the parties shall comply with any applicable public notice requirements and shall diligently attempt to schedule a session for meeting and negotiating as soon as reasonably possible.
  - E. If the parties do not resolve the matters specified in the demand to negotiate within sixty (60) days from the date of completion of public notice requirements, the Office of Education may take unilateral action. The meet and negotiate process shall continue to the extent required by law.
- 2.4 Nothing in this Article shall be construed to constitute a waiver of CSEA's right to pursue its administrative remedies before the Public Employment Relations Board.



### ARTICLE III: DEFINITIONS

- 3.1 "Unit Member" or "Employee" refers to any employee who is included in the bargaining unit as defined in Article II and is therefore covered by the terms and provisions of this Agreement.
- 3.2 Members of the immediate family mean the mother, father, grandmother, grand-father, or a grandchild (including "step" mother, father, grandmother, grandfather, or grandchild) of the employee or of the spouse of the employee or any other person living in the immediate household of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law (including "step" son or daughter) of the employee.
- 3.3 "Superintendent" means the Superintendent of Schools, Office of Education, San Diego County, or his designee.
- 3.4 "Board" is the County Board of Education.
- 3.5 Singular forms shall include the plural unless the meaning requires the plural for clarity, in which case the plural will be used.
- 3.6 "He" shall always mean both "he" and "she."
- 3.7 "Immediate Management Representative," also referred to as "Immediate Super-visor," is the first-line management person to whom bargaining unit members report.
- 3.8 "Office of Education" "County Office", or "County Office of Education" is the San Diego County Office of Education "San Diego County Superintendent of Schools".
- 3.9 "Hourly rate of pay" is defined as that amount equal to the annual salary, as set forth in the Classified Salary Schedule, divided by 2,080.
- 3.10 "Day" means a day in which the administrative offices of the Office of Education (located at 6401 Linda Vista Road) are open for business except where the contract specifies calendar day.
- 3.11 "Shift" means the number of hours worked within an employee's workday and shall include a duty free meal period of not less than one-half hour, which, in the case of a seven- or eight-hour shift, shall occur approximately at the midpoint of the shift.

#### ARTICLE IV: ASSOCIATION RIGHTS

- 4.1 CSEA shall have 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 workday when such an employee is present at his work area or site, provided that such access does not interfere with the normal conduct of Office of Education business.
- 4.2 Representatives of CSEA shall have the right to utilize the Office of Education's facilities for the conduct of meetings. Requests to utilize such facilities shall be made in accordance with the procedures established by the Superintendent, 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. Meetings conducted in such facilities shall be in accordance with all established laws and in no way conflict with the work of other employees and that established by the Office of Education.
- 4.3 CSEA shall have the right to utilize a designated portion of bulletin boards normally used by the Office of Education for communication with its employees. Courtesy copies will be provided to the Superintendent and to the site administrator (for work sites not located at the County Education Center) concurrent with the posting. CSEA shall be held responsible for the maintenance and suitability of any materials posted on bulletin boards and for the removal of materials to assure that adequate space is available.
- 4.4 Existing mailboxes may be utilized by CSEA for communications with unit members provided that the transmission of the materials does not involve crossing postal carrier routes. Unsuitable materials shall not be deposited in the mailboxes. Office of Education stationery, letterhead, or other Office of Education materials shall not be used for CSEA activities, except as provided in Subsection 4.6. In addition, CSEA shall have the right to use the County Office electronic mail service and unit member electronic mailboxes for communications to unit members provided that the County Office does not incur additional facility, equipment, or staffing costs solely for such access.
- 4.5 CSEA may, with authorization of the Office of Education, utilize institutional equipment. The Office will provide CSEA with an access code number to utilize satellite copiers. Any direct costs shall be borne by CSEA.
- 4.6 CSEA has the right to receive, upon written request, two (2) copies of, or have access to, any public budget or financial material when it is submitted to the Board of Education.

4.7 All new employees hired into the bargaining unit shall receive a CSEA information packet, if a supply of packets has been provided by CSEA to the Office of Education, at CSEA's expense. It shall be the responsibility of CSEA to maintain an adequate supply of packets. CSEA will be provided the opportunity, at reasonable times (including during employee orientation), to meet with unit members new to employment with the County Office.

4.8 Paid Release Time

- A. CSEA shall have the right to designate no more than five (5) employees to be given reasonable released time, when meeting and negotiating with the Office of Education. Meet and negotiate sessions shall be scheduled alternately to occur during hours the Office of Education is open for business and outside such hours, unless the parties mutually agree otherwise.
- B. In accordance with established CSEA State constitution and by-laws formulae, CSEA may designate up to six (6) delegates to the yearly State convention who shall be given released time to participate for up to one (1) week without loss of compensation.
- C. The CSEA President or a Chapter Officer and/or one designee per meeting shall receive release time to attend official meetings of the Personnel Commission and of the Board of Education, if such meeting occurs during regular business hours. Up to three (3) unit members serving as a CSEA State Board Member, State Officer, or Committee Member shall each receive five (5) days of paid released time annually to attend CSEA required meetings. Such released time may be taken in full or one-half day increments.
- D. With approval of the immediate management representative, designated officers, site representatives or other designated union members shall be allowed to use any of the paid released time available pursuant to paragraph B above, which is not used for attendance at the CSEA annual convention, to a maximum of 40 days paid release time per year, at reasonable times, for the conduct of Association business.
- E. With approval of the immediate management representative, designated officers and/or site representatives shall be given paid release time, at reasonable times, in order to attend meetings scheduled by the Office of Education that require a CSEA representative. Approval of release time shall not be unreasonably withheld if work requirements can be met without undue hardship.

4.9 CSEA shall be assigned a mailbox in the central mail facility for deposit of incoming mail addressed to CSEA and/or one of its officers. The mailbox may not be used for outgoing mail.

- 4.10 Within sixty (60) days after execution of this Agreement, the Office of Education shall print or duplicate and provide, without charge, a copy of this Agreement 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 of Education without charge. Amendments only will be reproduced in the following year.
- 4.11 With approval of the immediate management representative, CSEA members shall be allowed to adjust their lunch period in order to attend CSEA chapter meetings. Approval shall not be unreasonably withheld if work requirements can be met without undue hardship.
- 4.12 Right to Representation
- A. Pursuant to the provisions of this Section, an employee shall be entitled to the presence of an authorized representative of CSEA at an investigative or pre-disciplinary meeting called by the Office of Education, at which the employee is directed to be present, if the employee reasonably believes that the investigative or pre-disciplinary meeting may result in disciplinary action against the employee. Prior to this investigative or pre-disciplinary meeting, the employee shall be informed of the subject of the meeting in writing and given two (2) days prior notice.
- B. If no authorized representative is available at the scheduled time, the employee shall be entitled to one postponement of up to three (3) days in which to arrange for an authorized representative to be present. The time limits herein may be extended by mutual agreement.
- C. The right to a representative shall not apply where:
1. The employee does not request that a representative be present.
  2. An authorized CSEA representative is available to appear at the investigative or pre-disciplinary meeting, but the employee refuses to accept the representative.
  3. The investigative or pre-disciplinary meeting is canceled or terminated by the County Office.
  4. The Office of Education calls a meeting for the purpose of delivering proposed disciplinary documents to the employee.
  5. The County Office of Education offers the employee the option of proceeding to meet without a representative or foregoing the meeting entirely, and the employee chooses to proceed without a representative.

- D. Nothing herein shall be construed to grant paid or unpaid release time to any employee not otherwise entitled to release time.

#### 4.13 Unit Member Listings

Prior to October 1 of each year, the County Office will provide CSEA with an alphabetical listing of unit members indicating the unit member's name, job title, work location, home address and home telephone number (except as restricted by the unit member's specific request) arranged by work location. Reasonable requests for additional listings will be accommodated by the County Office.

#### 4.14 Seniority Listings

The County Office will provide CSEA with seniority listing(s) by job classification as reasonably requested

## ARTICLE V: MANAGEMENT RIGHTS

- 5.1 It is understood and agreed that the Office of Education retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Office of Education operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; lawfully contract out work; and take action on any matter in the event of an emergency. In addition, the Office retains the right to hire, assign duties to positions, assign and reassign employees to positions, transfer work from one position to another, commence or cease work, transfer, evaluate, promote, layoff, terminate and discipline employees. CSEA may request to negotiate the impacts and effects of any action, but the Office may take action where reasonably necessary prior to the conclusion of any negotiations. Actions taken prior to the conclusion of negotiations shall still be subject to continued negotiations.
- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Office of Education, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformity with law, and shall be subject to the Grievance Procedure of this Agreement only to the extent such exercise constitutes a violation or misapplication of the specific and express terms of this Agreement.
- 5.3 The Office of Education retains its right to amend, modify or rescind provisions in this Agreement in cases of emergency. An emergency is defined as an event or set of circumstances which the Office of Education determines to involve a substantial risk to the health or safety of any person and/or a substantial risk of serious damage to any property. The Office of Education shall notify the President or one of the executive board officers immediately upon declaration of an emergency.

## ARTICLE VI: EVALUATION PROCEDURES

### 6.1 When Evaluations Are To Be Done

#### A. Regular Evaluations

All probationary and permanent employees shall be evaluated in accordance with the following schedule:

##### 1. Probationary Employees

Probationary employees shall be evaluated twice during probation. A mid-probationary evaluation shall be presented between 2 1/2 and 3 1/2 months of probationary service and a final probationary evaluation shall be presented no later than ten (10) days prior to the end of probation.

##### 2. Permanent Outdoor Education Employees

A permanent Outdoor Education employee shall be given a performance evaluation for that program year not later than thirty (30) calendar days prior to the end of the program year without regard to an employee's anniversary date.

##### 3. Other Permanent Employees

Other permanent employees shall be given a performance evaluation within thirty (30) calendar days prior to the anniversary date on which they attained permanent status in that class.

##### 4. Employees in Training

- a. An employee in a training position shall be given a performance evaluation prior to the end of the third month and no later than ten (10) days prior to the end of the sixth month of the training period. Training periods may differ.
- b. At the end of the training period, if the employee is then hired in a regular job classification, he begins the process stated in Section 1.A of this Article.

## B. Special Evaluations

1. A special evaluation may be requested at any time, by any employee.
2. An evaluator may give a special evaluation at any time. If "below standard" performance is noted in the special evaluation, the evaluation must contain a description of the "below standard" performance and specific direction for improvement.
3. The special evaluation shall contain a specific time frame for reviewing progress toward improvement which shall not exceed sixty (60) calendar days.
4. A follow-up conference shall be held within ten (10) days of the time frame designated in accordance with 6.1. (B)(3) above. A memorandum summarizing the results of the conference shall be prepared and placed in the employee's personnel file within a reasonable period of time following the conference.

## 6.2 Who Makes Evaluations

### A. Evaluation of an employee shall be done by:

1. The person who has been the employee's immediate management representative and/or;
2. The immediate management representative(s) who has/have been directly responsible for assigning work to the employee for sixty (60) days or more during the rating period, even though the employee may have left his position before the end of the rating period. Evaluations are to be considered confidential and are not to be discussed outside of the evaluation process by the evaluator or other Office of Education employees.

B. In all cases in which the employee has both an immediate management representative and other personnel directly responsible for assigning work to the affected employee, all such persons should be included in recommendations for the evaluation ratings and remarks. No bargaining unit employee shall be responsible for completing the evaluation document to the extent that it requires exercise of his or her independent judgment. No evaluations shall be based solely upon hearsay statements. Any "below standard" rating shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.

### 6.3 Evaluation Procedure:

- A. The employee's immediate management representative shall give him a completed copy of the evaluation document at least two (2) days prior to any conference.
- B. Each employee shall take part in the review of his work, by means of a conference, with his immediate management representative.
- C. When a conference has been held, the employee may sign and date the evaluation/review as received at that time, or he may request another conference within five (5) days to discuss it, and sign it as received at that time.
- D. At the time the employee signs, the employee may indicate on the form his desire to have a conference with the Personnel Director to be held within ten (10) days.
- E. The employee's immediate management representative shall give a photocopy of the evaluation/review form to the employee and shall forward the original to the Personnel Section for review. Any changes must be initialed by the employee prior to being sent to Personnel.
- F. An employee shall have the right to respond and attach to the evaluation his comments regarding said evaluation within ten (10) days of receipt of the evaluation document.

### 6.4 Absences When Evaluations/Annual Reviews Are Done

- A. In the event that any employee's immediate management representative is unable to participate in an evaluation/annual review, the director of the service or the next management person in line shall conduct the review.
- B. If the employee is to be away from work when an evaluation/annual review is due, it shall be done within thirty (30) calendar days after his return to work.
- C. If the employee does not return to work, either due to separation or leave of absence, a final review form shall be completed, signed, dated and forwarded by his immediate management representative to the Personnel Section, which will forward it to the employee.
- D. If an employee begins a leave of absence which the immediate management representative anticipates will be more than three months in duration, and if the date when the evaluation/annual review is due falls within that anticipated leave period, the evaluation shall be done within thirty (30) days of the date of commencement of the leave of absence.

- 6.5 In the event that an employee contends that an evaluation has not been prepared within the time limits provided for herein, the employee may request that the immediate supervisor of the employee's immediate management representative take action to cause the evaluation process to be completed.
- 6.6 A bargaining unit member shall retain the right to have a CSEA representative present at a conference pursuant to Section 6.3(D), except as otherwise expressly required by law.
- 6.7 During the evaluation period, the evaluator shall conference with an employee whose performance is "below standard," providing specific direction for improvement. It is the intent of the parties that employees be informed of performance deficiencies and/or behavior which may result in a below standard rating during the rating period; not solely in the evaluation. At a minimum, the evaluator is expected to confer with the employee during the rating period as early as practicable to provide corrective direction. The evaluator is expected to provide the employee with clear information regarding the nature of the unsatisfactory performance and/or behavior and with specific direction for improvement. Depending upon the circumstances, and in the sole discretion of the evaluator, written documentation will be provided the employee.
- 6.8 Evaluation forms are Appendix D which is attached hereto and incorporated as part of this Agreement.

## ARTICLE VII: GRIEVANCE

### 7.1 Definitions

- A. A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- B. A "grievant" shall mean either CSEA or an employee covered by this Agreement filing a grievance.
- C. An "Employee Representative" shall mean a CSEA Representative assigned to the grievant's work site, a CSEA staff representative, or legal counsel approved by CSEA in writing, selected by the grievant to assist him in presenting and processing his grievance, except as limited in Level I of this procedure. An employee's immediate management representative, with whom a grievance is filed, may also choose a representative in processing grievances, except as limited in Level I.
- D. An "Office of Education grievance form" shall mean the form contained in Appendix F completed in writing by the grievant within twenty-five (25) days of the occurrence or within twenty-five (25) days of when he could reasonably have known of the occurrence, act or omission giving rise to the grievance.
- E. "Day" means a day on which the administrative Office of the Office of Education is open for business. Vacation time of an employee, or summer recess for ten (10) month employees, shall not be included in the time limits.

### 7.2 General Provisions

- A. The purpose of the procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept confidential, and that the grievant and his immediate management representative should attempt to resolve the grievance at the informal level.
- B. All materials concerning an employee's grievance shall be kept in a confidential file separate from his personnel file.
- C. The filing of a grievance shall in no way interfere with the rights of the Board and/or the Superintendent to proceed in carrying out their 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, unless it endangers the safety of employees.

- D. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his immediate management representative, or to have the grievance adjusted, prior to Level IV, without intervention of CSEA, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Level I, II or III, shall not be agreed upon by the Office of Education until CSEA has been provided a copy and has been allowed ten (10) days for an opportunity in which to respond.
- E. The employee and his immediate management representative shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance, except at the informal level. These names shall be made available, in advance, to both parties. Such witnesses shall be in addition to the conferee that either party may select.
- F. In a case of multiple grievance claims on the same issue, the Office of Education may elect to hear only one written grievance filed, as determined by the Association, if any of the grievants is represented by CSEA, and the decision rendered shall be applicable to all claims on the same issue arising from the same set of circumstances.
- G. Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the order in which they are received. Administrative personnel shall process such numbered grievances in a sequential manner following a pattern that first filed will be first considered, in a timely fashion. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.
- H. An employee, who fails to comply with the time limits established in this procedure, shall forfeit all rights to apply the grievance procedure for the alleged Agreement violations. Time lines may be extended by mutual agreement. Failure by the administration to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next higher step.
- I. No more than one conferee of the grievant shall have the right to receive released time for the meetings and conferences specifically provided for herein.
- J. If any hearing at Level IV is scheduled during the day, any employee required by either party to testify at the hearing shall be released from regular duties without loss of

compensation. No more than two bargaining unit employees may be on release time under this subsection at any one time. This subsection shall not be construed to require or permit release time at any other level.

- K. With approval of the immediate management representative, designated officers and/or site representatives shall be given paid release time, at reasonable times, in order to assist in the investigation and presentation of grievances. Approval shall not be unreasonably withheld if work requirements can be met without undue hardship.

### 7.3 Informal Procedure

#### Informal Level

The employee shall meet with his immediate management representative to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to have a CSEA representative at the informal level. If the potential grievance is not resolved at this level, the employee may proceed to Level I. The Office of Education and the Association may mutually agree to waive any level of the grievance procedure. The Office of Education and CSEA agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.

### 7.4 Formal Procedure

For purposes of Section 7.4 the required timelines shall begin on the first (1st) day following the date of receipt of a grievance by the Office of Education or the first (1st) day following receipt of the Office of Education decision by the grievant.

#### A. Level I

Within twenty-five (25) days of the occurrence, or within twenty-five (25) days of when the employee could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on an Office of Education-provided form to his Director. On this form the employee shall make a clear and concise statement of the grievance, the circumstances involved and the specific article that was allegedly violated, the decision rendered at the informal conference and the specific remedy sought. The Director shall communicate a decision to the employee in writing within ten (10) days from the date the written grievance is received by the Director. If the Director does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limit either party may request a personal conference to discuss the grievance. Either the grievant or the Director may have a conferee present at such a conference.

B. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Division Administrator within ten (10) days after receiving the decision at Level I. This written appeal statement shall include a copy of the original grievance, the decision rendered at previous level and a clear, concise statement of the reasons for the appeal. The Division Administrator, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Division Administrator. Either the grievant or the Division Administrator, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Division Administrator, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

C. Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent within ten (10) days after receiving the decision at Level II. This written appeal statement should include a copy of the original grievance, the decision rendered at previous levels and a clear, concise statement of the reasons for the appeal. The Superintendent, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Superintendent. Either the grievant or the Superintendent, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Superintendent, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

D. Arbitration

In the event that the grievant is not satisfied with the decision at Level III, he may request, immediately, in writing, that CSEA submit the grievance to arbitration. Upon approval, CSEA will request arbitration of the grievance in writing to the Office of Education within fifteen (15) days of the issuance of the Level III decision. Such request must be in writing and be accompanied by a written statement from CSEA agreeing to take the grievance to arbitration. No later than twenty (20) days after the Office of Education's receipt of the request for arbitration from CSEA and the grievant(s), CSEA and the Office of Education shall meet to determine a mutually acceptable arbitrator. In the event CSEA and the Office of Education are unable to reach agreement on a mutually acceptable arbitrator, CSEA shall request, within the time limits prescribed in this section, that the American Arbitration Association shall supply a listing of names pursuant to its rules. The Arbitrator selected must be a member of the National Academy of Arbitrators and must have recent experience in arbitration of grievances involving public school employers.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except where the specific language herein is in conflict, which specific language will prevail.

Any award of the arbitrator shall be binding on the grievant, CSEA and the Office of Education.

It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add to, alter, subtract from, disregard, change or modify any terms of this Agreement; but shall determine only whether or not there has been a violation of this Agreement as complained by the grievant.
2. The arbitrator shall have no power to establish salary structures or change any salary.
3. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.

4. The arbitrator shall have no power to change any practice, policy or rule of the Office of Education or Personnel Commission; nor to substitute his judgment for that of the Office of Education or Personnel Commission as to the reasonableness of any such practice, policy, rule or any action by the Office of Education; nor to adjust, modify or amend salary schedules or classification structures.
5. The standard of review for the arbitrator is whether the Office of Education acted in an arbitrary and capricious manner, which is a violation of the express terms of this Agreement.
6. The arbitrator shall not consider any issue raised by the grievant unless it was made known by the Office of Education in an earlier Level of this Grievance Procedure.
7. The arbitrator shall have no power to recommend or resolve any of the following:
  - a. The termination of services or any other disciplinary action or failure to re-employ any member of the Unit, except reemployment pursuant to Article XXIII of this Agreement.
  - b. Any matter involving evaluation, except where procedure has been violated.
  - c. Any claim or complaint for which there is another remedial procedure or course established by statute or by regulation having the force of law, including any matter specified in the Education Code.
  - d. Nothing herein shall be construed to prevent or limit deferral to arbitration by the Public Employment Relations Board pursuant to Government Code Section 3541.5(a)(2).

All fees and expenses of the arbitrator shall be shared equally by the Office of Education and CSEA. The Office of Education shall only bear its own expenses. Arbitration hearings shall be held at the Office of Education, unless the parties mutually agree otherwise. If the Office of Education claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure or was filed or processed in an untimely manner, such a claim shall, at the option of the Office of Education and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the

grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The Office of Education may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits. If the Office of Education should choose to refuse to arbitrate a dispute, nothing in this section shall preclude CSEA from seeking, through appropriate administrative or judicial proceedings, to compel the Office of Education to proceed to arbitration.

The arbitrator shall have no power to render an award on a grievance filed before the effective date of this Agreement or after the termination of this Agreement.

- 7.5 Non-grievance issues may be addressed by utilizing the procedure for dispute resolution contained in Administrative Regulation on "Problem Resolution." A copy of the current Administrative Regulation is attached as Appendix E. Issues arising from the application or non-application of the "Problem Resolution" procedure shall not be subject to the grievance procedure of this Article.

## ARTICLE VIII: TRANSFER/REASSIGNMENT

### 8.1 Transfers

- A. A transfer is an employee-initiated movement to another position in the same classification (or related classification on the same range of the salary schedule) and conducted in accordance with Personnel Commission rules.
- B. All existing positions, which become vacant, shall be posted on designated bulletin boards at each school site and the Office of Education for at least five (5) days prior to appointment of a new incumbent.
- C. At any time, an employee may give written notice to the Personnel Section of his interest in being considered for transfer to any vacancy for which he is qualified, which may occur within six (6) months of the request. A manager shall not be required to interview an employee more than once in any six (6) month period for the same position or for a similar position in the same unit within the same job classification.
- D. When a new position is created or an existing position becomes vacant, the Superintendent shall consider the transfer of employees serving in the same class. All employees serving in the same class, who have requested a lateral transfer, shall be granted an interview, with exception as provided in Section C, above.
- E. Any employee denied a transfer shall, upon written request, be given written reasons for the denial within five (5) days of the request.

### 8.2 Reassignment

- A. A reassignment is a management-initiated movement of an employee to another position in the same classification.
- B. An employee may be reassigned, within his position classification, to any location (subject to the provisions of this agreement), and, at any time, in the best interest of the County Office of Education as determined by the Superintendent in accordance with this article. Upon request, any employee reassigned shall receive specific written reasons within five (5) days of the reassignment. The Office of Education shall not reassign an employee for disciplinary reasons.
- C. An employee, reassigned from a worksite other than the Office of Education to any worksite other than the Office of Education or any employee reassigned from the Office of Education to any other worksite, shall be reassigned only for reasons based on the program needs, efficiency or effectiveness of the operations of the Office of Education.

- D. Reassignments involving a change of work location, as described above, require a fifteen (15) day written notice to the employee prior to the effective date of the reassignment.
1. The employee may request to meet with the appropriate Division Administrator by submitting a written request at least ten (10) days prior to the effective date of such reassignment.
  2. The decision to reassign an employee, as described in Section 8.2(c) of this article, may be appealed by the employee to the Superintendent by submitting a written appeal statement at least five (5) days prior to the effective date of the reassignment. The decision of the Superintendent shall be communicated in writing to the employee prior to the effective date of the reassignment.
- E. When a permanent employee becomes unable to perform the duties of the employee's classification because of illness or injury, as determined by the appointing authority, reasonable effort shall be made to reassign the employee to a position the duties of which are within his capabilities. Reassignment, if any, shall be at the discretion of the appointing authority.

## ARTICLE IX: DUES DEDUCTION AND ORGANIZATIONAL SECURITY

- 9.1 Unit members, who are members of CSEA, shall have the sole and exclusive right to have membership dues deducted by the Office of Education. Any member of the unit may sign and deliver to the Office of Education a form authorizing deduction of CSEA membership dues. Such authorization shall continue in effect for the term of the agreement. Pursuant to such, authorization the Office of Education shall deduct one-tenth of such dues from the regular salary warrant of the member of the unit each month for ten (10) months.
- 9.2 During the term of this Agreement, a member of the unit may cancel a previously authorized payroll deduction by informing the Office of Education and CSEA Treasurer, in writing, within thirty (30) days prior to the expiration of the Agreement or as otherwise required by law and PERB decision.
- 9.3 CSEA agrees to indemnify, defend and hold the Office of Education harmless against any and all costs, claims or suits instituted against the Office of Education arising from its compliance with the provisions of this Article.
- 9.4 The Office of Education shall not be obligated to put into effect any new or changed deductions until the next payroll period from which deductions may be made.
- 9.5 The Office of Education and CSEA acknowledge that CSEA has notified the Office of Education of the requirement under state law (SB 1960) to implement the provisions of Government Code section 3546(a). This law requires, as a condition of employment, and unless rescinded through a specified statutory process, the deduction of CSEA dues or an agency fee from the wages or salary of every employee in the CSEA bargaining unit. Unless and until a statutory rescission occurs, or the state law is changed, the Office of Education agrees to comply with the requirements of SB 1960.

## ARTICLE X: HOURS OF EMPLOYMENT

- 10.1 The regular workweek for a full-time unit member shall normally be forty (40) hours within five (5) consecutive days. The length of the workday for full-time assignments shall be eight (8) consecutive hours. The work schedule for unit members shall be established by the Office of Education upon employment. In the event that the Office of Education changes an employee's work schedule, for a period anticipated to be in excess of thirty (30) days, the employee shall be given at least fifteen (15) calendar days written notice in advance of the work schedule change. Such an employee shall, upon written request, be given right of first refusal to return to the employee's former work schedule in the event that a vacancy should occur in the same class within the same unit at the former work schedule.
- 10.2 A. Overtime is any time required, suffered or permitted to be worked in excess of eight (8) hours in any one workday, if the employee is on eight (8) hour, five (5) day work schedule, or in excess of forty (40) hours in any calendar week, if the classification is specifically exempt in accordance with California Education Code. Such exemption shall be applied only to classifications which have fluctuations in daily working hours designated by the Personnel Commission and Governing Board. For the purpose of computing the number of hours worked, time during which the unit members are 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. Reasonable rotation of qualified unit members shall be attempted by section and classification. Any employee who has taken advantage of, or waived, the overtime opportunity, shall move to the bottom of the rotation list. However, the designation, authorization and allocation of any overtime shall rest solely with the Office of Education.
- B. Overtime hours, as defined in this section, shall be compensated at a rate of pay equal to one and one-half (1-1/2) times the regular rate of pay for all work authorized by the Office of Education; or the employee shall be allowed to take compensatory time equal to overtime worked plus one-half (1/2) of the regular rate of pay; or the employee shall be allowed compensatory time off equal to one and one-half (1-1/2) times the amount of time worked. If compensatory time is not approved and taken in twelve (12) months from when it was earned, the employee shall receive pay equal to the authorized overtime at the rate of pay calculated based upon the unit members current rate of pay.
- 10.3 Notwithstanding Sections 10.1 and 10.2 of this Article, the workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of not more than five (5) consecutive workdays. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) days following the

commencement of the workweek at a rate equal to one and one-half (1-1/2) times his regular rate of pay.

- 10.4 Any employee called back to work after completion of his regular assignment or on a day that he is not scheduled to work, shall be compensated for at least two (2) hours of work at his overtime rate, except for employees who are on call (stand by) under Section 10.7, who shall be compensated for at least one (1) hour of work at his overtime rate.
- 10.5 All unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the Office of Education.
- 10.6 All unit members working five (5) hours or more per day shall be entitled to an uninterrupted lunch period without pay for a minimum of one-half (1/2) an hour, but no longer than one (1) hour, and shall be scheduled at or about the mid-point of each employee's work shift.
- 10.7 All unit members who are required to be on call (standby) shall be compensated one (1) hour of pay at their regular rate of pay for each day they are required to be on call for duty. Reasonable rotation of qualified unit members shall be attempted by section. In so far as practicable, standard rotation schedules shall be established on a weekly, monthly or other regularly recurring basis. Any employee who has taken advantage of, or waived, the standby assignment opportunity, shall move to the bottom of the rotation list. However, the designation, authorization and allocation of any standby assignment shall rest solely with the Office of Education.
- 10.8 Employees may refuse overtime provided there is a qualified employee available, in the sole discretion and judgment of the Office of Education.
- 10.9 The Office of Education shall designate the work year for each classified position.
- 10.10 Nine-Day, Eighty Hour Schedule (9/80 Schedule)
  - A. Nothing contained herein precludes the County Office of Education and the unit member from agreeing, subject to the approval of the division Assistant Superintendent, to the establishment of a nine (9)-hour-per-day, eighty-(80) hour-two-(2) week work schedule ("9/80 schedule"). In considering alternative work schedules, the work of the County Office and service to clients shall be the highest priority.
  - B. When a 9/80 schedule is established it shall consist of nine work days, eight of which shall be nine-hour days, and one of which shall be an eight-hour day. The workweek shall begin at noon on a specified day of the week, determined by the unit member's immediate supervisor in the best interests of the particular department or program

subject to the approval of the division Assistant Superintendent. and shall be defined so that no unit member will be regularly required to work more than forty (40) hours during any given workweek.

- C. For unit members working a 9/80 schedule, overtime shall be compensated for at a rate equal to one and one-half times the regular rate of pay of the unit member designated and authorized to perform the work, and shall be paid for all hours worked in excess of the required work day, which shall in no instance be greater than nine (9) hours.
- D. For unit members working a 9/80 schedule, if one holiday falls on a work day within a two-week schedule, the holiday is the 8 hour day and the other 8 working days are 9 hours. If the holiday falls on the non-work day, the unit member is off that day and also off on their 8-hour day.

If two or more holidays occur in the two weeks, the unit member will work a standard eight-hour per day, five day per week schedule for the two weeks.

- E. The County Office of Education retains the authority to reinstate a regular, five day work week for any unit member or unit members should there be a determination by the County Office of Education that doing so would be in the best interests of a particular department or program. In the event that the County Office of Education chooses to reinstate a regular, five-day workweek, the effected unit member or members shall be given fifteen (15) calendar days notice of the change.

#### 10.11 Telecommuting

- A. When an illness or injury prevents a unit member from reporting to his or her worksite, such unit member, in appropriate situations, may apply to his or her division Assistant Superintendent through his or her immediate supervisor, for permission to perform duties from the unit member's home. Approval of such requests resides within the sole discretion appropriate division Assistant Superintendent (subject to review of the County Superintendent). Prior to the implementation of any such request, a telecommuting or 'work at home' plan will be developed for the unit member and CSEA will review and consent to any such plan. Such plan shall include provisions for the length of time that the plan will be in effect, the number of hours per day to be worked as well as any other applicable and appropriate terms and conditions. Such plans will be terminable at the will of the County Superintendent of Schools. Any such plan shall be subject to applicable state or federal regulations as well as any insurance or workers' compensation requirements.

10.12 Outdoor Education: The following provisions are intended to regulate the hours of employment of employees whose worksites include the outdoor education camps. The following provisions are in lieu of and supersede any past practice, agreement or policy on matters related to hours of employment of such employees and any other matters affected by these provisions.

A. Nurses

1. Each nurse shall be required to be on-site at the camp to which the nurse is assigned by the Office of Education in its discretion from 9:30 a.m. on Monday to 9:30 a.m. on Friday of each week during which the camp is operated and campers are present. Between these times, each nurse shall be on duty during specific hours and perform duties as assigned by the Office of Education in its discretion, during which hours the nurse shall be in paid status. Any employee whose specific assigned hours include an unpaid break of two (2) continuous hours or more shall receive a split shift differential bonus of 5% of his hourly rate of pay for the entire shift. No employee receiving such bonus shall be eligible for the shift differential under Section 15.2.

B. Maintenance Workers

1. Each maintenance worker shall be required to be on-site at the camp to which the worker is assigned, during the shift to which the worker is assigned, during each week in which the camp is operated. An individual employee may be given an assignment which does not require him to stay overnight on specific days during the shift. Shift one shall run from a designated time on Monday to a designated time on Thursday. Shift Two shall run from a designated time on Tuesday to a designated time on Friday. Shift Three shall run from a designated time on Friday to a designated time on Monday. By mutual agreement between the Office of Education and a majority of the affected employee(s), maintenance workers may be assigned any other shift schedule which does not violate the express terms of the collective bargaining agreement. Once modified, maintenance worker(s)' shift schedules may be returned to the original shift schedule(s) by the mutual agreement of a majority of the affected employee(s) and the Office of Education. The specific times shall be determined by the Office of Education, in its discretion, during each week in which the camp is operated.
2. Each maintenance worker will be assigned specific hours and duties by the Office of Education, in its discretion, within the shift, during which hours the worker shall be in paid status.

C. Program Specialists

1. Each program specialist shall be assigned specific hours and duties by the Office of Education, in its discretion, normally between 8:00 a.m. on Monday and 5:00 p.m. on Friday during the school year (normally September - June) during each week in which the camp is operated and campers are present. In addition, these employees may be assigned to inservice programs either at or away from camp. Other than during those assigned hours, the employee is not required to be on-site except as provided in Subsection (F) hereof.
2. Each program specialist will be assigned specific assigned hours and duties by the Office of Education, in its discretion, within the times specified above, during which hours the employee will be in paid status.

D. Office Staff

1. Each office staff employee shall be assigned specific hours and duties by the Office of Education, in its discretion, Monday through Friday, during each week in which the camp is operated and campers are present. The immediate supervisor, in his or her discretion, may assign the employee hours and duties at times when campers are not present. During those specific assigned hours, the employee will be in paid status. Other than during those assigned hours, the employee is not required to be on-site, except as provided in Subsection (F) hereof.

E. Food Service Staff

1. Each food service staff employee shall be assigned specific hours and duties by the Office of Education, in its discretion, normally between 9:00 a.m. on Monday and noon on Friday during each week in which the camp is operated and campers are present. The immediate supervisor, in his or her discretion, may assign the employee hours and duties at times when campers are not present. During those specific assigned hours, the employee will be in paid status. Other than during those assigned hours, the employee is not required to be on-site, except as provided in Subsection (F) hereof.

- F. If an employee is required, by direction of his or her supervisor or as a result of an emergency, to perform assigned duties at times other than during the specific assigned hours, the employee shall record the exact time spent in actual, active performance of duties on a form and according to a procedure provided by the Office of Education. In

that event, the employee's immediate supervisor shall have discretion to do any of the following, or some combination thereof:

1. Modify the worker's specific assigned hours for the week or the week following the week during which such time is recorded in order to reduce those hours by an amount equal to the recorded time following consultation by the immediate supervisor with the employee; and/or
  2. Cause the worker to be paid overtime for duty time, both assigned and recorded, in excess of forty (40) hours per week; and/or
  3. Disallow the recorded time as not reasonably necessary due to an emergency, or as not actual, active performance of assigned duties.
- G. For purposes of these provisions, an "emergency" shall mean a situation requiring prompt response by the employee within the course and scope of his or her employment, which response cannot reasonably be made by another employee on duty at the time the emergency arises, and cannot reasonably be made by the employee during his or her specific assigned hours, without significant adverse consequences to the Office of Education, students, other employees or facilities and equipment; or a situation deemed an emergency by the employee's immediate supervisor or the supervisor's designee.
- H. Nothing shall be construed to prevent the Office of Education, in its discretion, from increasing or decreasing the number of or changing the duties of nurses, maintenance workers, program specialists, office staff, or food service staff or their assigned hours, or the hours during which any of them is required to be on-site at the camp, if the Office of Education determines that such changes would increase the efficiency or effectiveness or reduce the cost of the provision of nursing services at the camp. The obligation to meet and negotiate, if any, regarding the impacts and effects of any of the above on any enumerated subject within the scope of representation shall be governed by Articles 2.3 and 2.4 of this Agreement.
- I. No employee will perform any service outside of his or her specific assigned hours without the advance approval of his or her supervisor, except in event of emergency.
- J. Maintenance Workers and Custodians whose assignments include the outdoor schools shall be paid a differential of seven and one-half percent (7.5%) of their regular hourly rate of pay when assigned to a schedule that requires the unit member to remain on site while not in paid status two nights per week. Unit members required to stay more than two nights in a week shall receive compensation in addition to the 7.5% differential in a

dollar amount equal to one and one-half (1.5) hours of pay at their regular hourly rate for each additional night (beyond two [2]) they are required to remain on site.

- K. The Office of Education shall have complete discretion to assign, reassign and move employees to and between camps and shifts, and to assign them to worksites other than camps as reasonably necessary to the operation of the camps.
- L. Each employee shall receive lodging and meals at Office of Education expense, during the hours the employee is required by the Office of Education to be on-site, regardless of whether such hours are the employee's specific, assigned hours subject to the requirements of Article 15.12 with regard to taking their mealtime with the campers.
- M. Notwithstanding any other provision of this Agreement, the immediate supervisor of any of the employees referred to herein may require, in the supervisor's discretion, such employee to perform duties off-site or at other camp or non-camp worksites.
- N. Travel time between camp sites will normally be included in the assigned duty time.
- O. Notwithstanding any other provision of this Agreement, the Office of Education has the authority to reduce or modify the assigned hours of any employee referred to herein in the event that the Office of Education determines, in its discretion, that camp operations are to be altered due to cancellation of a scheduled encampment by a specific group.
  - 1. When food service employees whose worksites include the outdoor education camps experience a reduction or modification of assigned hours/pursuant to paragraph 'O' above, the affected employee(s) shall be given first priority for overtime work available within the employee's job classification subject to the restrictions described below.
  - 2. The overtime priority shall be for work occurring within the same program year in which the reduction or modification occurred, and only to the extent that the income lost as a result of the reduction is replaced.
  - 3. Once any lost income as a result of the assignment reduction is replaced, overtime work may be assigned at the sole discretion of the Office of Education consistent with the provisions of this Agreement.
- P. Article XIII, Section 13.3 of this Agreement defines Personal Necessity Leave. In addition, employees whose worksites include the outdoor education camps shall be authorized to use Personal Necessity Leave in cases of natural disaster (e.g., fire, flood, earthquake, etc.) which results in the closure of the employee's work site provided that no alternative work is provided by the County Office, or a natural disaster as described

above, which reasonably prevents the employee from reporting to his/her work site provided that no alternative work is provided by the County Office. In all other respects, such leave shall conform to the provisions of Article XIII.

Q. Effective July 1, 2002, the work year of outdoor education kitchen employees is twelve months.

1. The Office of Education retains the authority to schedule break periods during the summer months, with notice to the employees of their summer schedule being provided on or before May 31 of each year.
2. In addition, the Office of Education retains the authority to schedule additional break periods, with a shorter notice period than that provided above, as authorized in Article 10.12(O)

#### 10.13 Migrant Education

1. Migrant Education Program employees shall have two (2) workweek schedules:  
a) Monday through Friday; or b) Tuesday through Saturday. Permanent assignment to the Tuesday through Saturday workweek shall be voluntary for Migrant Education Program employees initially hired before May 1, 2003.
2. Effective May 1, 2003, the Office of Education shall have the right to assign any Migrant Education Program employee hired on or after May 1, 2003, to either the Monday through Friday workweek or the Tuesday through Saturday workweek as determined by the Office of Education. Changes in work schedules shall be made in accordance with Article 10.1.
3. With prior written authorization of the employees' immediate supervisor, Migrant Education Program Employees assigned to a Monday through Friday workweek and who work on a Saturday will be allowed to take a flex day off (in lieu day) within five (5) working days prior to the Saturday scheduled to be worked.

## ARTICLE XI: HOLIDAYS

### 11.1 Scheduled Holidays

All unit members are entitled to the following fifteen (15) paid holidays:

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Winter Holiday (Any five weekdays between December 23 and January 2, as designated by the Office of Education in its sole discretion, after consultation with CSEA)

New Year's Day

Martin Luther King Jr. Day

Washington Day

Memorial Day

- 11.2 All unit members shall be entitled to the above paid holidays provided they are in paid status during the day immediately preceding and/or succeeding the holiday or holiday period provided that no unit member shall be entitled to paid holidays which fall prior to their first day of employment.
- 11.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 11.4 The above holidays are in lieu of Admission Day and the holidays specified in Education Code Section 45205 to the extent that they are not designated as holidays herein.

- 11.5 Holiday Compensation: All authorized hours worked on designated holidays shall be compensated at one and one-half (1-1/2) times the regular rate of pay in addition to the regular rate of pay. At the discretion of the County Office, a unit member may be granted compensatory time off in lieu of paid time, in the amount of one and one-half (1 1/2) hours for each hour worked on designated holidays.
- 11.6 Provisions of Subsections 11.1 and 11.2 shall not apply to unit members employed in the outdoor education program.
- 11.7 Outdoor Education Holidays
- A. The Office of Education shall have discretion to assign the specific working hours of all outdoor education camp employees during the workweek, irrespective of the number of hours per day assigned and irrespective of whether the assigned day is a holiday or non-holiday.
  - B. The dates of the holidays for all employees whose work sites include the outdoor education camps shall be as provided in Article XI for all other employees.
  - C. All employees whose work sites include the outdoor education camps shall be entitled to the above paid holidays which fall within their assignment year regardless of whether they are in paid status during the day immediately preceding and/or succeeding the holiday provided that no unit member shall be entitled to paid holidays which fall prior to their first day of service or after their last day of service
  - D. Effective July 1, 2001 and thereafter, all employees whose work sites include the outdoor education camps shall be entitled to the above paid holidays which fall outside of their assignment year provided that they are assigned to work on the day immediately preceding and/or succeeding the holiday.
  - E. For purposes of this section, "workweek" shall mean from 12:01 a.m. on Monday to 12:01 a.m. the next following Monday.

## ARTICLE XII: VACATION

- 12.1 Unit members shall accrue and take annual vacation at the regular rate of pay earned at the time the vacation is commenced, according to the rule and regulations, as follows:
- A. All unit members who are entitled to vacations will be granted vacation periods that are acceptable to the Office of Education. Only those periods that will not conflict with the regular operation of the Office of Education's program will be granted. The scheduling of such vacation shall be within the sole discretion of the Office of Education, but each employee shall be allowed his vacation annually.
  - B. All unit members may accumulate vacation credit to a total not exceeding that which the employee could earn in eighteen (18) months, except that, upon written approval of the Superintendent or his authorized representative, vacation credit may be accumulated to a total not exceeding that which the employee could earn in two (2) years. An employee may be required to take vacation by the Office of Education in order to prevent accumulated totals from exceeding the above limits. The employee shall be given 30 days notice and shall be required to take only that vacation which exceeds the above limits for that fiscal year.
  - C. An employee who had ten (10) years of service as a Civil Service employee on July 1, 1970, and who has remained with the Office of Education, may accumulate vacation to a total not exceeding that which the employee could earn in thirty (30) months of service.
  - D. Unit members shall be credited with a full year's vacation accrual on July 1st of each year in accordance with the accrual rates shown below. Unit Members earn vacation for each full month (50% or more) of paid service, at the following rates:
    - 1. During one through two years - vacation earned at 1 day per month - maximum 12 days.
    - 2. During three through four years - vacation earned at 1.0838 days per month - maximum 13 days.
    - 3. During five through nine years - vacation earned at 1-1/4 days per month - maximum 15 days.
    - 4. During ten through thirteen years - vacation earned at 1-1/2 days per month - maximum 18 days.

5. During fourteen or more years - vacation earned at 1-3/4 days per month - maximum 22 days.
- E. Vacation time for part-time employees shall be prorated.
  - F. Vacation must be requested by an employee on an Office of Education form provided for that purpose and the dates of his proposed vacation must be approved by his immediate management representative who shall respond within a reasonable time. Reasonable rotation shall be given for all conflicting requests. Any approved vacation schedule may not be changed without the Division Administrator's approval.
  - G. Unit members shall be paid for any unused vacation at retirement or termination of employment. Any vacation taken, but not yet earned, shall result in an adjustment to the unit member's final pay warrant. Vacation time shall not become a vested right until completion of six (6) months of employment.
  - H. If an employee's vacation is scheduled to begin during a period when he is on leave due to illness or injury, he may request that his vacation date be changed in accordance with vacation dates available.
  - I. If any employee is unable to take his scheduled annual vacation due to illness or injury, he may request to carry over all or part of it to the following year. An employee may be required to provide a physician's statement verifying the inability to take vacation due to illness or injury if carry over of more than one day of vacation is requested.
  - J. An employee may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement, without a return to active service. Authorization for such change must be approved by his immediate management representative.
  - K. For unit members working less than twelve (12) months, vacation time shall normally be taken during the fiscal year in which it is earned (i.e., winter and spring recess). Unit members working less than twelve (12) months shall have the option of utilizing any accrued vacation or a leave without pay during scheduled recess.

## ARTICLE XIII: LEAVES

This Article contains all leave provisions of this Agreement.

### 13.1 Sick Leave

- A. Sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, pregnancy or quarantine.
- B. A full-time, twelve (12) month employee shall be annually entitled to thirteen (13) days of leave of absence for the purpose of sick leave utilization. A part-time or ten (10) month employee shall be entitled to sick leave in the same ratio that his employment bears to full-time twelve (12) month employment.
- C. An employee, upon initial employment, shall be eligible to take not more than six (6) days, or the proportionate amount of sick leave to which he is entitled, until the first day of the calendar month following six (6) months of service.
- D. The Superintendent reserves the right to require an employee to provide a statement by a physician verifying the cause of absence.
- E. An employee's unused sick leave shall accumulate from year to year. The Superintendent shall provide each employee with a written statement of (1) his accrued sick leave total and (2) his sick leave entitlement for the fiscal year. Such statement shall be provided twice yearly.
- F. Any unused sick leave credit may be used by the employee for sick leave purposes, without loss of compensation. Each employee shall once a year be credited with a total of not less than 100 working days of paid sick leave, in addition to days to which he is entitled under Subsections B and C. Such days of paid sick leave, in addition to those required by Subsection B and C, shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave authorized hereunder shall be exclusive of any other paid leave, holidays, vacation or compensating time to which the employee may be entitled. Credit for such days of paid sick leave, in addition to those required by Subsections B and C, shall not accumulate from year to year.
  - 1. Notwithstanding the foregoing, unit members during their initial probationary employment with the County Office shall be credited with a total of not less than 100 working days of paid sick leave, including the days to which they are entitled under Subsections B and C. Such days of paid sick leave in addition to those

required by subsection B and C shall be compensated at not less than 50 percent of the employee's regular salary

- G. When an employee retires under PERS, STRS, or CERS, he shall be paid twenty-five percent (25%) of all unused sick leave, if he has been employed by the Office of Education for ten (10) years or more. In lieu thereof, he may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if he is filing a request for retirement.
- H. An employee becoming aware of the need for absence due to surgery, pregnancy or other predictably or priorly scheduled cause, shall submit a statement from his attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the anticipated beginning date of disability, the cause of the disability and the anticipated date of return to active service.
- I. Immediately upon return to active service, the employee shall complete the Office of Education absence form and submit it to his immediate management representative.
- J. The employee shall provide, upon Office of Education request, additional and acceptable verification of the use of these leave provisions.
- K. An employee, who has experienced a disability absence requiring surgery, hospitalization or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating his ability to return to his position classification without restrictions or detriment to his physical and emotional well-being.
- L. The Office of Education retains the right to require a medical examination of an employee by an Office of Education appointed physician. The cost of such examination shall be borne entirely by the Office of Education.

### 13.2 Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties. The employee who has sustained a job-related injury shall report the injury on an Office of Education-provided accident form, to the immediate management representative within twenty-four (24) hours, the next day or, if hospitalized, as soon as possible. An employee shall report any illness in writing to the immediate management representative within twenty-four (24) hours or as soon as possible after learning that the illness is an alleged industrial illness.

Requirements for such leave shall be:

- A. A probationary employee is entitled to utilize Industrial Accident and Illness leave for physical injuries only as provided according to Workers' Compensation laws. This provision specifically precludes the use of Industrial Accident and Illness Leave during the probationary period due to "stress" arising out of or in the course of employment.
- B. Allowable leave shall be for not more than sixty (60) days when the employee would otherwise have been performing work for the Office of Education in any one (1) fiscal year for the same accident.
- C. Allowable leave shall not be accumulated from year to year.
- D. Industrial Accident or Illness Leave shall commence on the first day of absence.
- E. When a person employed in a position is absent from his duties on account of an industrial accident or illness, he shall be paid such portion of the salary due him for any month in which the absence occurs as will result in a payment to him of not more than his full salary.
- F. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- G. 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 for the same illness or injury.
- H. During any paid leave of absence, the employee shall endorse to the Office of Education the temporary disability indemnity checks received on account of his industrial accident or illness. The Office of Education, in turn, shall issue the employee appropriate salary warrants for payment of his salary and shall deduct normal retirement and other authorized contribution.
- I. An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to the position classification without restrictions or detriment to his physical and emotional well-being.

### 13.3 Personal Necessity

- A. A bargaining unit employee may use no more than eight (8) days of accumulated sick leave per school year in case of personal necessity. However, a unit member shall be permitted to use in any calendar year (January 1 – December 31) his/her accrued and

available sick leave to attend to the illness of a child, parent, or spouse. The maximum leave an employee may use for this purpose is the amount of leave the employee accrues in a six-month period. The use of accrued sick leave for this purpose shall be considered to be Personal Necessity Leave.

B. For purposes of this section "personal necessity" is defined as:

1. Death of a member of the employee's immediate family, when additional leave is required beyond that provided in Section 13.4.
2. Accident involving the employee's person or property, or accident or illness involving the employee's immediate family, or property of a member of the employee's immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
4. An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.
5. Up to eight (8) hours per school year, per child, to visit the child's school.

C. For purposes of this section, "personal necessity" shall not include:

1. Pursuit of business, financial or economic interests of the employee, except under extraordinary circumstances, with the advance permission of and in the discretion of the Superintendent or his designee.
2. Vacation or other recreational pursuits.
3. Political activities or demonstrations.
4. Civic or organizational activities.
5. Employee association activities.
6. Routine personal activities.
7. Job searches or interviews.
8. Concerted activities.

- D. Except in the case of circumstances set forth in Sections 13.3(C)(1) & (2), advance permission for leave taken pursuant hereto must be obtained from the immediate management representative, who shall have discretion to determine whether the request for leave qualifies hereunder. If possible, advance notice of taking leave under Sections 13.3(C)(1) & (2) shall be given by the employee to the immediate management representative. Request for approval must be submitted at least five (5) days prior to the date of absence on an Office of Education form. Additional verification of the use of these leave provisions shall be provided by the employee upon Office of Education request.
- E. An employee may use no more than two days of personal necessity leave under this section for "personal business" as determined by the employee, without disclosing the nature of the business. However, advance approval by the employee's immediate supervisor may deny the request if the employee's absence would interfere with the operation of the employee's unit or department, in the opinion of the immediate management representative. However, the immediate management representative will otherwise grant the request.

#### 13.4 Bereavement Leave

- A. An employee shall be granted up to three (3) days paid leave of absence on account of the death of any member of his immediate family. If out-of-state or 350 miles round trip travel from Office of Education is required, two (2) additional days shall be allowed. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of this Article. Such leave will not involve loss of salary and will not be deducted from the employee's sick leave account.
- B. Immediately upon return to active service, employees shall complete the appropriate absence form and submit it to their immediate management representative. Employees shall provide, upon Office of Education request, additional verification of the use of these leave provisions.
- C. "Immediate Family" shall be defined as set forth in Article III, Section 3.2, hereof.

#### 13.5 Judicial and Official Appearance Leave

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 Judicial Appearance Leave shall submit a request, accompanied by the official order, for an approved absence to the immediate management representative on the next day after the individual knows he 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. Any employee whose normal duty hours are different from the Office of Education's normal office hours shall receive an equivalent release time, plus reasonable travel time.
- C. An employee granted a leave of absence under these provisions shall be granted Office of Education compensation, which, when added to jury or witness fees, shall not exceed his regular compensation.
- D. Per diem or other travel expenses shall be retained by the employee.
- E. Upon completion of duty, the employee shall have the secretary to the court complete a notice of duty termination and return to work.

#### 13.6 Study and Retraining Leave

The Office of Education shall reimburse employees for the tuition and cost for any training programs approved and authorized in advance by the Superintendent.

#### 13.7 Family Leave

The Office of Education shall comply with statutory requirements in granting Family Leave as required under the Family Rights Act of 1991.

#### 13.8 Personal Leave

- A. An employee may request a Personal Leave of Absence for reasons not enumerated elsewhere in this Agreement, including Maternity and/or Child Care Leave.
- B. The employee seeking an approved Personal Leave of Absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave. Personal leaves of up to 30 days or one month, whichever is longer, may be authorized by the appropriate Assistant Superintendent.
- C. For Personal Leave of Absence, the employee shall submit the request described herein to the Superintendent not less than ten (10) days prior to the beginning date of the leave. The decision of the Superintendent for approval or denial of this request shall be final.

- D. An employee shall not accept gainful employment while on Personal Leave of Absence without the prior written approval of the Superintendent.
- E. Any Personal Leave of Absence that may be granted under these provisions shall be without compensation, unless expressly authorized by the Board of Education. An employee on Personal Leave of Absence in excess of thirty (30) calendar days shall be permitted to participate in the Office of Education's insurance program at his expense as provided for in Article XVI, Employee Benefits, of this Agreement.
- F. If the duration of the leave is less than six months, upon his return to work, the employee shall be reinstated to the position classification held prior to the leave of absence or to a comparable or related classification position.
- G. 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 his physical or emotional well-being.

#### 13.9 Catastrophic Leave

- A. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he has exhausted all of his full pay sick leave and other paid time off.
- B. "Eligible Leave Credits" mean vacation leave and sick leave accrued to the donating employee.
- C. Members of the bargaining unit may apply for and receive catastrophic leave in accordance with the following conditions and provisions:
  - 1. The unit member must have suffered an incapacitating illness or injury which falls within the 13.9.A.
  - 2. The Office of Education must determine that the unit member is unable to work because of the unit member's personal catastrophic illness after adequate proof of illness has been provided in accordance with Education Code § 44043.5, to include but not be limited to, a doctor's verification of illness and declaration of compliance with the requirements of this leave. Falsification of leave verification will be grounds for discipline.

3. The Unit member must have donated a minimum of eight (8) hours of eligible leave credits during the open enrollment period for the calendar year in which the absence resulting in unit member's request for catastrophic leave first began.
  4. No unit member is eligible for catastrophic leave if that unit member has used more than seventy percent (70%) of his credited sick leave in two of the last three years, except that the Office of Education may waive this provision in verified instances of continuing illness or accident.
- D. Applications for catastrophic leave benefits shall be considered by a committee comprised of the CSEA Chapter President, Director, Human Resources and a unit member designated by the chapter. Decisions of the committee are final and are not subject to appeal or the provisions of the grievance procedure contained within this agreement.
  - E. When granted, catastrophic leave will supplement a unit member's entitlement to extended (one-half paid) sick leave so that such extended sick leave is equal to the unit member's full-paid salary rate.
  - F. An employee who receives paid leave pursuant to this section shall use any leave credits that he continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
  - G. If the transfer of eligible leave credits is approved by the Office of Education, any unit member may, during an annual designated open enrollment period, donate eligible leave credits at a minimum of eight hours but not to exceed sixteen hours.
  - H. Transfers of eligible leave credits are irrevocable.
  - I. In the event this Catastrophic Leave Program is canceled, the remaining days/hours shall be returned, on a pro-rata basis, to those employees who have donated them.

## ARTICLE XIV: SAFETY

- 14.1 The Office of Education shall conform to and comply with all mandated health, safety and sanitation requirements.
- 14.2 All unit members are covered by Worker's Compensation. If a unit member is injured while at work or on Office of Education business, the accident shall be reported to his immediate management representative within twenty-four (24) hours, the next day or, if hospitalized, as soon as possible.
- 14.3 Each employee is responsible to report any unsafe working conditions to his immediate management representative within twenty-four (24) hours of discovering it.
- 14.4 Safety condition(s) refers to any and all work-related conditions affecting the health and/or safety of employees.
- 14.5 Each employee shall take precautions to prevent accidents.
- 14.6 The Office of Education will appoint at least one CSEA member to the Safety Committee. The appointed employee(s) shall be given release time to serve on this committee.
- 14.7 CSEA Executive Board shall be given a copy of all Safety Committee correspondence and minutes regarding Office of Education safety conditions.
- 14.8. The County Office shall provide for the payment of the costs of replacing or repairing certain personal property other than a privately-owned vehicle and contents in the privately-owned vehicle of an employee of the County Superintendent of Schools when such property is stolen, destroyed, or damaged, through no fault of the employee, while the employee is in the line of duty. The following limitations are established for the payment for such damage or stolen property:
  - A. Property includes items such as eyeglasses, hearing aides, dentures, watches, or other articles of clothing worn or carried by the employee.
  - B. Property includes employee's tools expressly authorized in advance for use at the work site by the employee's immediate supervisor.
  - C. The actual value of such property shall be determined as of the time of the damage, robbery or theft.
  - D. The actual value of the property shall be paid up to a maximum of five hundred dollars (\$500).

- E. The total amount reimbursed to any employee shall not exceed one thousand dollars (\$1,000) in any fiscal year.
- F. The amount paid shall be limited to any amount not covered by the employee's personal insurance coverage as stipulated in COE Form 170, Statement of Claim.

## ARTICLE XV: SALARY

### 15.1 Regular Rate of Pay

- A. The regular rate of pay for each full time position shall be in accordance with the rates established for each class, as provided for in Appendix C which is attached hereto, and by reference, incorporated as a part of this Agreement.

### 15.2 PERS Contract Options – The Office of Education will incorporate the following optional public agency contract provisions into the PERS contract covering eligible unit members:

- A. Section 20042 – One-Year Final Compensation
- B. Section 21354 – 2% @ 55 Full, Supplemental or Modified Formula for Local Miscellaneous Members
- C. Section 21373 - Continuation of Death Benefits After Remarriage of Survivor
- D. Section 21382.4 - Third Level of 1959 Survivor Benefits
- E. Section 21427 - Improved Nonindustrial Disability Allowance
- F. Section 21458 - Pre-Retirement Optional Settlement 2 Death Benefit
- G. Section 21024 – Military Service Credit as Prior Service

### 15.3 Shift Differential

- A. When at least one-half (1/2) of an employee's regularly assigned work shift is between 5 p.m. and 4 a.m., inclusive, he shall receive a shift differential of five percent (5%) in addition to his hourly rate of pay for the entire shift.
- B. Notwithstanding section 15.2.1 above, when at least 1/2 of an employee's regularly assigned work shift is between 9 p.m. and 6 a.m., inclusive, he shall receive a shift differential of seven and one-half percent (7 1/2%) in addition to his hourly rate of pay for the entire shift.

### 15.4 Bilingual Differential

Any position the job description for which includes written or spoken fluency in a language other than English shall receive a differential bonus of five percent (5%) of his hourly rate of pay. Any employee who qualified for the differential on January 1, 1984, shall receive a

differential bonus of seven and one-half percent (7-1/2%) instead of five percent (5%) so long as he serves continuously in that position.

15.5 Bus Driver Differential

Any position which requires a unit member to possess a California School Bus Driver's Certificate shall receive a differential of 5% of his regular hourly rate of pay. (The differential shall not apply to positions in which driving a school bus is the primary responsibility.) Unit members in positions covered by this provision shall be reimbursed any licensing fee actually required and paid to renew their School Bus Driver's Certificate.

15.6 Pesticide Applicator Differential

Any position the job description for which includes a requirement for possession of a Pesticide Applicator's License shall receive a differential bonus of five percent (5%) of his hourly rate of pay.

15.7 Freon Differential

Any position which requires possession of a freon certification/license shall receive a differential bonus of 5% of his hourly rate of pay.

15.8 Licensed Vocational Nurse (LVN) Differential

Any position which requires a unit member to possess a Licensed Vocational Nurse Certificate shall receive a differential of 5% of his regular hourly rate of pay. (The differential shall not apply to positions in which duties requiring a LVN Certificate are the primary responsibility).

15.9 Infant Massage Differential

Any position which requires a unit member to possess certification in Infant Massage shall receive a differential of 5% of his regular hourly rate of pay. (The differential shall not apply to positions in which duties requiring certification in infant massage are the primary responsibility).

15.10 Long-Term Valued Service

A. To be eligible, an employee shall have completed ten (10) years in the classified service. County service of any kind, which was consecutive with the Office of Education Service and prior to July 1, 1970, is to be included. An employee must also have received an overall average rating of "Standard" or above for the last three annual reviews.

- B. If an employee is not certified for the scheduled increase, he shall receive, in writing, the reasons for the denial. He shall be reconsidered the following year, and each year thereafter, always using the last three (3) annual reviews to determine eligibility in accordance with 15.9(A).
- C. The amount of increase shall be two and one-half percent (2-1/2%) of his annual salary. An employee shall be eligible for additional increments on the same increment and evaluation basis upon completion of additional five-year (5) period. The maximum number of increments shall be four (4).

#### 15.11 Frequency

All bargaining unit employees shall be paid once per month on the last day of the month. If the normal pay date falls on a holiday, the payroll warrant shall be issued on the preceding day, except for the month of December. The December payroll warrant will be issued on a date in December determined by the Superintendent.

#### 15.12 Errors in Salary and Special Payments

- A. Whenever it is determined that an inadvertent error has been made, which affects an employee's salary, the Superintendent shall, within five (5) days following such determinations, provide him with a statement of the correction and a proposed resolution.
- B. When an employee has worked out of classification for a period of more than five (5) working days in a fifteen (15) calendar day period, he shall have his salary adjusted no less than five percent (5%) for the entire period worked.

#### 15.13 Lost or Destroyed Checks

- A. Any payroll warrant, mailed to an employee and not received within seven (7) calendar days after mailing, shall be replaced within approximately two (2) weeks after the seven (7) day period, provided the employee has given the Payroll Section a written request for replacement.
- B. Any payroll warrant, which is lost or destroyed after receipt, shall be replaced within approximately two (2) weeks after the Payroll Section receives written notification from the employee.

#### 15.14 Authorized Travel

Any employee required to perform duties requiring travel shall be reimbursed for necessary and reasonable expenses to the extent authorized by, and subject to, the requirements of current county office rates and regulations, as they may be modified by the Office of Education from time to time.

#### 15.15 Use of Private Vehicle

No employee shall be required to use his vehicle on official business unless it is a requirement of the position and contained in the original job specifications.

#### 15.16 Meals, Outdoor Education Camps

In order to enhance the relationship between the campers and the staff of the Outdoor Education Program, staff, whenever possible, shall share their mealtimes with the campers. If employees are assigned or elect to share their mealtimes with the campers during scheduled meal service, the Office of Education agrees to provide meals to those employees. This provision shall not apply to employees who elect not to take their mealtime with the campers. Those employees must make their own arrangements for meals. Food for self-prepared meals will also be provided to Outdoor Education employees on duty on the weekends or other times when the dining room is not in operation.

#### 15.17 Remote Site Differential

Unit members regularly assigned to remote sites located at least twenty (20) miles from their residence shall be paid a monthly stipend of \$100.00. Remote sites are those work sites (designated by the County Office of Education) located at least thirty (30) miles from the administrative offices of the Office of Education (located at 6401 Linda Vista Road), in isolated, rural areas from which residents and visitors alike must travel to other population centers to conduct business, receive services, etc. Unit members working in remote sites where lodging and meals are available by the County Office are not eligible for this differential.

## ARTICLE XVI: EMPLOYEE BENEFITS

16.1 The San Diego County Office of Education shall offer a comprehensive health plan under the auspices of VEBA for eligible unit members that shall include the following: 1) Employee and family coverage for health insurance subject to the premium contribution cap described below, 2) Employee and family dental coverage (COE paid), and 3) Employee and family vision coverage (COE paid). Effective January 1, 2004, the employee co-payment for prescriptions and office visits will be increased from \$5 to \$10 for each prescription and each office visit.

There shall be an open enrollment period for the health plan components during the months of October and November at the discretion of the County Office of Education.

A. For purposes of employer paid insurance benefits, an eligible unit member is one whose regular assignment is 20 hours or more per week (50% or greater).

16.2 Effective January 1, 2002, the Office of Education shall contribute up to the monthly amount of \$381.17 (annually the capped amount of \$4,574.04) toward the cost of medical insurance coverage elected by the employee. Medical insurance premium costs exceeding the \$4,574.04 shall be paid by the employee through voluntary payroll deduction. Effective January 1, 2003 and each January 1 thereafter, the Office of Education shall contribute the prior year capped contribution amount increased by that year's state funded unrestricted COLA for county offices of education plus 5%. The difference up to a maximum of \$250 between the Office of Education capped contribution amount and the actual Kaiser super composite premium costs shall be paid by the unit member through voluntary payroll deduction. Unit members shall not be required to pay the difference if any for benefits year 2005.

Unit members electing medical coverage other than Kaiser shall pay the actual premium costs that exceed the Kaiser supercomposite rate for that year.

Following the expiration of the agreement, the Office of Education shall continue the actual monthly dollar amount of the capped contribution until and unless negotiations according to Government Code section 3540 et. seq. are concluded.

16.3 The Office of Education shall provide a life insurance plan for eligible employees only which provides a benefit of \$50,000 or twice the employee's annual salary, whichever is greater (effective January 1, 2001).

16.4 Each employee is required to enroll in the mandated fringe package.

16.5 CSEA and the Office of Education shall meet and confer on proposed carrier.

16.6 The Office of Education shall continue the current contribution towards the purchase on behalf of eligible retirees of health (medical plan and life insurance plan only) insurance benefits provided to then-current unit members as they may be granted, increased, reduced, modified, or abolished from time to time. The amount contributed by the Office of Education toward such purchase shall not exceed the amount being contributed by the Office of Education toward purchase of benefits for then-current unit members, as that amount may vary from year to year. An eligible employee is one who is fully retired and receiving benefits under the provisions of PERS, CERS or STRS and who meets one of the following criteria:

A. The employee is at least 55 years of age and has served the Office of Education full time for at least ten (10) years;

**OR**

The employee is at least 50 years of age and has served the Office of Education full time for at least thirty (30) years.

B. This contribution shall cease as of the first day of the month following the employee's eligibility for Medicare or at the beginning of any month in which the employee becomes eligible for alternative medical coverage with the exception of Medicare.

## ARTICLE XVII: CONCERTED ACTIVITIES

- 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, sick in, picketing or refusal or failure to perform work responsibilities or other interference with the operations of the Office of Education by CSEA or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.
- 17.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, sick-in, picketing, refusal to perform responsibilities or other interference with the operations of the Office of Education by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 17.3 It is agreed and understood that any employee violating this Article may be subject to discipline, up to and including termination, by the Office of Education.
- 17.4 It is understood that the Office of Education will not invoke any lockout procedure.

## ARTICLE XVIII: SEVERABILITY

### 18.1 Savings Clause

If, during the life of this Agreement, there exists any applicable law, rule, regulation or order held to be contrary to law by a court of competent jurisdiction, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

## ARTICLE XIX: SUPPORT OF AGREEMENT

19.1 The Office of Education and the CSEA agree that it is to their mutual benefit to encourage the resolution of differences through meet and negotiation process. Therefore, it is agreed that CSEA and the Office of Education will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to it except by mutual agreement.

## ARTICLE XX: EFFECT OF AGREEMENT

- 20.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past Office of Education practices, procedures, regulations and policies, and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices, procedures and regulations are discretionary with the Office of Education.
- 20.2 The Office of Education and CSEA mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- 20.3 The Office of Education and CSEA also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

## ARTICLE XXI: COMPLETION OF MEET AND NEGOTIATION

- 21.1 During the term of this Agreement, CSEA and the Office of Education expressly waives and relinquishes the right to meet and negotiate except as indicated in Article XXII, TERM, and agrees that the Office of Education and CSEA shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though such subject(s) or matter(s) may not have been within the knowledge or contemplation of either or both the Office of Education or CSEA at the time they met and negotiated on and executed this Agreement and even though such subject(s) or matter(s) were proposed and later withdrawn.
- 21.2 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by CSEA and the Office of Education.

ARTICLE XXII: TERM

22.1 This Agreement shall become effective as of July 1, 2003, unless specifically stated otherwise, and shall continue in effect to and including June 30, 2006, and from year-to-year thereafter unless alteration or amendment is requested by either party by means of written notice to the other party by April 1 next preceding the termination date. On or before April 1, 2004, and every April 1 of the following years, either the Office of Education or CSEA may give written notice to the other party of its desire to terminate or modify any of the following specific provisions. Upon receipt of this written notice, arrangements shall be made pursuant to provisions of the EERA, including the Public Notice provisions, for meeting and negotiating to commence with respect to said specific provisions:

- A. Article XV - Salary
- B. Article XVI - Benefits
- C. No more than two additional articles.

In the event that neither party gives appropriate written notice to the other of its desire to terminate or modify any of the aforementioned specific provisions by April 1, these provisions shall be extended for at least another year. The parties agree to meet and negotiate after appropriate written notice has been received, pursuant to the above paragraphs, on any of the specific provisions listed herein to be terminated or modified. Pending a conclusion of the meeting and negotiating to terminate or modify any of the specific provisions, these provisions shall remain in full force and effect. CSEA agrees to present to the Office of Education its initial proposal with respect to any such provision, which has been reopened pursuant to this article, no later than thirty (30) days following submission of the written notice.

For CSEA

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For SDCOE:

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ARTICLE XXIII: LAYOFFS, REEMPLOYMENT, VOLUNTARY REDUCTION IN HOURS IN LIEU OF LAYOFF, VOLUNTARY DEMOTIONS IN LIEU OF LAYOFF AND THE IMPACTS AND EFFECTS OF ALL THOSE MATTERS

23.1 Layoffs

A layoff for the purpose of this Article shall be considered as an involuntary separation or a reduction of assigned time of a permanent or probationary classified employee due to lack of funds or lack of work.

23.2 Order of Layoff

A. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. Layoffs shall be in reverse order of seniority in the job classification in which the layoff occurs. The employee with the least seniority in the affected classification, plus seniority accrued from serving in a higher classification, shall be laid off first.

B. Seniority for employees hired after July 1, 1971, shall be all hours in paid status while working in their present classification, plus higher classifications, excluding overtime. Seniority for employees hired prior to July 1, 1971, shall be: date of initial employment;

OR

all hours in paid status as defined above;

OR

the seniority system in effect at the Office of Education on June 30, 1971.

C. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be determined by lot.

D. No regular employee shall be laid off from any position while employees are serving in limited term, provisional or temporary positions in the same class unless the regular employee declines said position.

23.3 Notice of Layoff

A. A written notice of layoff shall be given to affected employees no later than thirty (30) days prior to the effective date of the layoff.

B. Employees employed in specially funded programs, terminating at the end of the school year, shall be given written notice on or before May 29 of their termination effective

June 30. Employees employed in specially funded programs, terminating at a date other than June 30, shall be given written notice of termination not less than thirty (30) days prior to the effective date of their layoff.

- C. Notice may be waived when an actual and existing financial inability to pay exists or for cause not foreseeable or preventable by the governing board.
- D. The notice shall contain: 1) the employee's seniority (hours in paid status); 2) the employee's displacement rights, if any; 3) the employee's reemployment rights and copies of the California Education Code sections governing layoff and reemployment; and 4) the employee's right to discuss the layoff with the Director of Classified Personnel.
- E. A copy of the notice shall be concurrently sent by mail to the CSEA Chapter President or designee with a list of the employees affected by the layoff.

#### 23.4 Displacement (Bumping) Rights

- A. Displacement (Bumping) Rights is defined as the right of an employee, when actually facing layoff, to displace a less senior employee in an equal or lower classification in which the employee facing layoff previously gained permanent status.
- B. An employee laid off in one classification, who previously gained permanence in an equal or a lower classification, may exercise his bumping rights into that equal or lower classification if his seniority is greater than those employees presently serving in that classification. Where the employee is eligible to exercise his bumping rights into more than one classification, the employee shall bump in this order:
  - 1. into an equal classification;
  - 2. into the higher classification of those to which he is entitled;
  - 3. into a classification in which the employee has had the longest service.
- C. A permanent or probationary employee, who has been removed from his classification for lack of work or lack of funds and after exercising his bumping rights, may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, in lieu of layoff, provided that the employee is qualified to perform the duties thereof and provided further that the Office of Education agrees to such reassignment. Such employee shall maintain his reemployment rights as defined in this Article.

1. An employee who has actually received notice of layoff due to a reduction in assigned time, will be afforded the option of remaining in his/her position and accepting a voluntary reduction in assigned time.
  2. An employee exercising his/her option to accept a voluntary reduction in assigned time shall retain reemployment rights consistent with the provisions of this article.
- D. An employee displaced from his classification as a result of being bumped shall have the same bumping rights as set forth in B and C above.
- E. Displacement rights shall be without regard to full-time or part-time status.

### 23.5 Reemployment Rights

- A. Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff.
- B. Employees who, in lieu of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available in reverse order of layoff and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).
- C. An employee who is laid off, and is subsequently eligible for reemployment, shall be notified by the Office of Education of opening(s) for which he is eligible. The notice shall be by certified mail to the last address of the employee on record with the Office of Education.
- D. In lieu of certified mail notice, the Office of Education may elect to give such personal notification by certified letter to the employee within twenty-four (24) hours of the personal contact.
- E. Within ten (10) days of mailing the notice or within five (5) days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.
- F. The Office of Education may simultaneously send out a notice of vacancy to employees on the seniority list. Such notice shall indicate the employees standing on the seniority

list and a statement that the employee may be entitled to reemployment only after the most senior employee on the list has been offered and declined reemployment.

- G. Any acceptance by such employee, of an assignment to a classification lower than the classification from which he was laid off or to the same classification but with fewer hours, shall not affect his original thirty-nine (39) month rights to reemployment in his former classification and with the same number of hours. An employee given an offer of reemployment does not need to accept reemployment to maintain his eligibility on the reemployment list provided the employee notifies the Office of Education of his refusal of reemployment within ten (10) days from receipt of the reemployment offer. If the employee accepts reemployment, he must report for work within fifteen (15) calendar days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the Office of Education approves a later reporting date.
- H. An employee, who is laid off and elects retirement from the Public Employees' Retirement System (PERS), shall be placed on a reemployment list. The Office of Education shall notify PERS that retirement was due to layoff. Should the employee subsequently accept, in writing, reemployment, the Office of Education shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement, however, the vacancy may be staffed temporarily pending processing of the PERS reinstatement request.
- I. Any existent classified employee's bargaining unit position, that may be eliminated due to lack of funds or lack of work, shall not subsequently or permanently be filled by employees outside the classified service, work experience students or volunteers.
- J. Any classified employee, who is laid off or whose hours are reduced and who is available and desired substitute work assignments, shall be granted substitute work assignments over all other substitutes in classes for which he may be qualified.
- K. Any bargaining unit employee, who is laid off for the wrong reasons, shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

## 23.6 Benefits

- A. For those bargaining unit employees laid off, all earned and unused vacation shall be paid in the final salary warrant due the employee.
- B. Any employee, whose effective date of layoff is after the tenth of the month, shall receive health and welfare benefits for the calendar month following the month in which the layoff occurred.
- C. Employees notified of layoff shall be granted reasonable release time to seek other employment.
- D. This provision shall be the complete settlement of all issues related to layoffs, reemployment, voluntary demotions in lieu of layoff and the impacts and effects of all these matters. CSEA hereby, clearly and unequivocally, waives and relinquishes all of its rights during the term of this Agreement to negotiate any of those matters. The parties agree that this provision is governed by Article XXI: Completion of Meet and Negotiation.

## ARTICLE XXIV: SITE REPRESENTATIVES

### 24.1 Purpose

It is agreed that CSEA, in appointing site representatives from among employees, does so for the purpose of promoting an effective relationship between the Superintendent and employees by helping to settle problems at the lowest level of supervision.

### 24.2 Selection of Site Representatives

CSEA reserves the right to designate the number and method of selection of such site representatives. CSEA shall notify the Superintendent in writing of the name of each Site Representative and the site he or she represents. If a change is made, the Superintendent shall be advised in writing of such change.

### 24.3 Authority

Site Representatives shall have the authority to represent bargaining unit employees to the extent required by law or by this Agreement. Nothing herein shall be construed to require release time, compensation or other benefits not otherwise provided by law or by this Agreement.

24.4 A Site Representative shall be granted release time, with pay, to accompany a CAL-OSHA representative conducting an on-site, walk-around safety inspection of any area, department, division or other subdivision for which the Site Representative has responsibilities as a Site Representative.

## ARTICLE XXV: PROFESSIONAL GROWTH PROGRAM

All unit members are eligible to make application to the Professional Growth Program.

- 25.1 A. A professional growth increment, equivalent to 3.5%, shall be granted when an employee has accumulated twelve (12) semester units.
- B. Twelve (12) semester units are granted upon successful completion of two hundred sixteen (216) class hours. Activities may be grouped to total the two hundred sixteen (216) hours.
- C. 1 quarter unit equals 2/3 semester unit.
- 25.2 Credit will be given for the completion of college, adult education or trade school courses as determined pertinent to the unit member's job assignment or promotional job opportunities by the Professional Growth Committee. The courses must be completed with a grade of "C" or better or "pass" if grading is done on a pass/fail basis.
- 25.3 A unit member may earn a maximum of two (2) professional growth increments while in any one job classification. Upon promotion to a salary range equal to or higher than the unit member's job classification salary range plus increments, the unit member shall be placed on the step of the range appropriate to the higher classification that is at least one full step above the employee's salary including professional growth increments which is the base rate amount, provided that the step permits a minimum of a five (5%) percent increase. If placement on the maximum step of the range appropriate to the higher classification does not provide at least a five (5%) percent increase, the employee shall be paid a one-time payment equal to twelve times the difference between their current monthly salary plus professional growth increments which is the base rate amount and that amount plus five (5%) percent. Professional growth increments earned prior to the promotion shall be lost. Unused credits applicable to new or future positions can be carried forward. Credits used in obtaining professional growth increments prior to promotion cannot be applied toward increments after promotion.
- 25.4 In lieu of the professional growth increment, a unit member may choose to apply the required semester units twelve (12) toward participation in the Internship Program. An employee who chooses to participate in the Internship Program, upon acceptance, shall not receive the professional growth increment during the period of internship training. Credit toward professional growth increments will be available when the internship has ended. The Professional Growth Committee shall determine policies and procedures for implementing this article.

- 25.5 A. A Professional Growth Committee shall be established and composed of three members. One member shall be designated by CSEA, one member shall be designated by the Administration and the third shall be designated by the first two (2) members.
- B. The committee shall meet every February and July to consider course approvals and certification.
- C. Earned increments shall be effective on the first working day of the month following the date on which qualifying course credit was completed or the date of the most recent Professional Growth Committee meeting, whichever is later.
- 25.6 Only courses completed after January 1, 1981 or after initial date of employment, whichever is later, can be approved for the professional growth increment. Courses completed prior to January 1, 1981 shall be considered toward the eligibility requirement for the Internship Program.
- 25.7 Educational Assistance
- A. Reimbursable Expenses: Tuition, fees and required texts for college, adult education or trade school courses as determined pertinent to the unit member's job assignment or promotional job opportunities by the Professional Growth Committee.
1. Courses must be completed with a grade of "C" or better or "pass" if grading is done on a pass/fail basis.
  2. Reimbursement of qualified expenses shall be subject to compliance with the rules and regulations established by the Professional Growth Committee.
    - a. The Professional Growth Committee shall be responsible to interpret its rules and regulations. Decisions of the Committee regarding interpretation of its own rules and regulations shall not be subject to Article VII of this agreement.
- B. Funding/Limitations: Qualified expenses will be reimbursed from an account established for this purpose. An annual amount of \$20,000 shall be allocated to the Educational Assistance Account. Annual reimbursement shall be limited to this amount and funds unexpended as of June 30 of each year shall carry forward.
1. Expenses reimbursed to any unit member shall not exceed \$500 per year (July 1 through June 30).

2. Expenses reimbursed to all eligible participants shall not exceed \$10,000 for expenses incurred during the months of July - December.
  - a. If valid reimbursement claims exceed \$10,000, reimbursement shall be made on a prorated basis.
3. Expenses reimbursed to all eligible participants for expenses incurred during the months of January - June shall not exceed \$10,000 (plus any unexpended amount remaining from the July - December allocation).
  - a. If valid reimbursement claims exceed the funds available, reimbursement shall be made on a prorated basis.

#### 25.8 Classified Employee Internship Program

Purpose: To provide a vehicle whereby classified employees of the Office of Education may obtain practical, "hands-on" experience through participation in training activities designed to develop and improve specific skills and competencies.

25.9 Prospective participants having the required semester units twelve (12) shall apply to the Personnel Department on the designated form and attach a one-page resume including a goal statement. The Personnel Department will be responsible for coordinating (with appropriate manager/supervisor and the Professional Growth Committee) assignment of participants to the appropriate unit for training. Acceptance into a program shall be determined by the Professional Growth Committee. There shall be no appeal of a rejection, but an employee may submit a request for reconsideration after 90 calendar days.

25.10 Selection Procedure: Selection will be made using the following criteria.

- A. Commitment to seeking training in the area of specialization for which applying is evidenced by completion of twelve (12) semester units approved by the Professional Growth Committee.
- B. Past performance evaluations.
- C. An interview of candidate by the manager who will provide the training opportunity.
- D. Mutual agreement/approval between the managers of the units involved.

## 25.11 Training Program Structure

- A. The training program for each participant will have identified goals, objectives and timelines related to the specific job interest area.
- B. The Office of Education will grant one (1) hour of release time for each hour the employee contributes from his lunch hour or time outside of regular working hours. Maximum Office of Education release time will be five (5) hours per week. Internship scheduling must be agreed to by managers of both units involved.
- C. During the training, participants will work under the supervision of the assigned unit manager who will be responsible for training of the participant.
- D. Participants progress will be assessed by the assigned unit manager according to the goals, objectives and timelines established. No negative assessment or comments, resulting from an employees work performance in the Intern Program, will be entered in the employees personnel file or have any impact on the employees regular evaluations.
- E. Participants are expected to maintain satisfactory performance in their regular assignments. No overtime authorization and/or increased work load to other staff members will be allowed in order to compensate for the released time from the regular assignment.
- F. The Personnel Section and Professional Growth Committee will be responsible for monitoring the program. The Personnel Section will also provide assistance in developing specific performance objectives and in identifying competencies and skills related to the area of specialization for which participants are being trained.
- G. Training may be suspended or terminated at any time by the participant's immediate management supervisor or by the unit manager responsible for providing the training. Upon employee request such suspension or termination shall be subject to review by the Professional Growth Committee. A decision by the Committee shall be the final determination.
- H. Participants will not be assured or guaranteed an advanced position at the end of the training program, but may compete for openings in the area of their specialized training in accordance with established recruitment and selection procedures.

ARTICLE XXVI: REDUCED WORK LOAD PROGRAM

- 26.1. This Article is entered into pursuant to Education Code Section 45139 and is subject to, and shall be in accordance with, any amendment or repeal of any applicable statute or regulation.
- 26.2. The employee may reduce his or her work load from full-time to part-time duties and maintain applicable retirement benefits, subject to, and in accordance with, the provisions of Section 45139.

## ARTICLE XXVII: EMPLOYEE RIGHTS

### 27.1 Personnel Files:

- A. Each employee's official personnel file shall be maintained by the Personnel Section. Each employee shall receive a copy of any derogatory material before it is placed in the official personnel file. The employee shall sign and date such material, indicating that he received a copy.
- B. Within ten (10) days after derogatory materials have been placed in his personnel file, an employee may review such material and attach a written response during his regular day.
- C. An employee shall have the right to see and receive a copy, at cost, of all materials in his personnel file, except those excluded by law, by appointment with the Personnel Section. Within five (5) days of receipt of the written request for an appointment, the Personnel Section shall take action to establish the date and time of the appointment, which shall be as soon as reasonably possible as determined by the Personnel Section.
- D. The contents of personnel files shall be available for review only by appropriate management personnel and their authorized agents and shall be held in confidence. Nothing herein shall be construed to prevent compliance with a valid court order or subpoena.
- E. No confidential information, as provided by law, shall be released to anyone other than as stated within this Article without written authorization by the employee.
- F. CSEA has the right to review an employee's official personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.

### 27.2 Nondiscrimination

The Office and CSEA agree that the provisions of this Agreement shall apply to all members of the bargaining unit without discrimination, and in carrying out their respective obligations under this Agreement, neither party will discriminate against any employee because of such individual's race, color, national origin, ancestry, religion, socioeconomic status, marital status or membership in legally constituted organizations, sex (including sexual harassment), handicap or age or participation or non-participation in legitimate Union activities.

**AGREEMENT****IMPACTS AND EFFECTS OF COMPLIANCE****WITH PROVISIONS OF THE****FAIR LABOR STANDARDS ACT**

1. This proposal is based on the County Office taking the following action:
  - a. The outdoor education nurses' work schedule will be modified. (See the sample schedule attached hereto as Attachment "A" for illustration.)
  - b. The outdoor education maintenance workers' work schedules will be modified. (See the sample attached hereto as Attachment "B" for illustration.)
  - c. All employees will be free to leave the work site except during their specific, assigned hours, and meal and sleep periods and except in cases of emergency, as defined in the collective bargaining agreement.
2. The County Office intends to comply with all applicable state and federal laws and regulations regarding overtime compensation for bargaining unit members. The Superintendent is authorized to take any action reasonably necessary to maintain compliance after consultation with the CSEA. Individual bargaining unit employees will execute acknowledgments and agreements necessary and appropriate to ensure compliance.
3. Any meals and lodging furnished to bargaining unit members shall not be included in their regular rate of pay for purposes of calculating over-time compensation.
4. The parties agree that the maintenance worker and nursing classifications are subject to fluctuations in daily working hours not susceptible to administrative control, and that establishment of a 10-hour, 4-day work week is expressly authorized.
5. The parties agree that this agreement constitutes full and complete settlement of negotiations regarding the impacts and effects of the above actions and regarding actions taken to comply with federal and state laws and regulations regarding overtime compensation, or the impacts and effects thereof on matters within the scope of representation.
6. The stipends provided in Sections 10.11 B(5) and 10.11 C(6) are eliminated effective on implementation of the above changes.

7. In the event of any claim, or dispute, or finding that the County Office is not in compliance with applicable state and federal laws and regulations regarding overtime compensation for bargaining unit members, the County Office may make any changes in any work schedule or hours which is not in violation of the express terms of the collective bargaining agreement and/or may reopen any matter related to the claim or dispute for negotiation. This section is not a waiver of an employee's rights, if any, to claim wages or benefits which has or may have accrued prior to implementation of this Agreement.
8. The County Office agrees to allow an employee whose work site includes an outdoor education camp, for his/her convenience and subject to assignment of space and facilities, to remain on site at the camp to which the worker is assigned, including sleeping at the site, on nights which are not part of the employee's work shift. This provision does not apply to Friday, Saturday, or Sunday nights or periods during which the outdoor education programs are not being conducted. Remaining on site will be strictly voluntary. During this time on site, the employee will have complete freedom for all duties and may leave the site whenever and for whatever purpose the employee chooses. It is understood and agreed that such time spent on site is not work time, is solely for the employee's benefit, and is not compensable under the collective bargaining agreement or any state or federal law or regulation. Employees shall sign a written statement acknowledging this agreement before receiving the benefits hereof. The County Office reserves the right to designate which space and facilities will be used by the employee.
9. The County Office will attempt to rotate maintenance worker assignments as equitably as reasonably possible.
10. The attached are sample schedules only. The specific work, meal and sleep times may be changed by the County Office so long as the change does not violate the express terms of the collective bargaining agreement.

## NURSE SCHEDULE

<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>
10-11 (1) wk	6- 6:30 (.5)	7:30-10:30 (3) wk	9- 10:30 (.5)	6- 6:30 (.5)
11-12 (1) m	wk	10:30-11:30 (1) m	wk	wk
12- 4 (4) wk	6:30- 7:30 (1) m	11:30- 4:15 (4.75)	10:30-11:30 (1) m	6:30-7:30 (1) m
4- 5 (1) m	7:30- 10:30 (3) wk	wk	11:30- 4 (4.5)	7:30-9:00 (1.5)
5-10 (5) wk	10:30-11:30 (1) m	4:15- 4:45 (.5) m	wk	wk
10- 6 (8) slp	11:30- 4 (4.5)	4:45- 7:00 (2.25)	4- 5 (1) m	
	wk	wk	5- 10 (5) wk	
	4- 5 (1) m		10- 6 (8) slp	
	5- 7 (2) wk			
<hr/>				
10 work	10 work	10 work	11 work	2 work
2 meals	3 meals	1.5 meals	2 meals	1 meal
8 sleep			8 sleep	

**OUTDOOR EDUCATION MAINTENANCE CALENDAR**

	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
Worker #1	10-11 (1) wk 11-12 (1) m 12- 5 (5) wk 5- 6 (1) m 6-10 (4) wk <u>10- 6 (8)</u> <u>slp</u>  10 work 2 meals 8 sleep	6- 6:30 (.5) wk 6:30- 7 (.5) m 7 - 11 (4) wk 11-11:30 (.5) m 11:30- 5 (5.5) wk  _____  10 work 1 meal	10-11  ) wk (1 11-12  ) m (1 12- 5  ) wk (5 5- 6  ) m (1 6-10  ) wk (4 <u>10- 6</u> <u>) slp</u> (8  10 work 2 meals 8 sleep	6- 6:30 (.5) wk 6:30- 7 (.5) m 7- 11 (4) wk 11-11:30 (.5) m 11:30- 5 (5. 5) wk  _____  10 work 1 meal			

Worker #2

10-11 (1) wk	6- 6:30 (.5) wk	10-11 (1) wk	6- 6:30 (.5) wk
11-12 (1) m	6:30- 7 (.5) m	11-12 (1) m	6:30- 7 (.5) m
12- 5 (5) wk	7- 11 (4) wk	12- 5 (5) wk	7- 11 (4) wk
5- 6 (1) m	11-11:30 (.5) m	5- 6 (1) m	11-11:30 (.5) m
6-10 (4) wk	11:30- 5 (5) wk	6-10 (4) wk	11:30- 5 (5) wk
<u>10- 6 (8)</u> slp	<u>5) wk</u>	<u>10- 6 (8)</u> slp	<u>5) wk</u>
10 work 2 meals 8 sleep	10 work 1 meal	10 work 2 meals 8 sleep	10 work 1 meal

Worker #3

6- 6:30 (.5) wk	10-11 (1) wk	6- 7 (1) wk	6- 7 (1) wk
6:30 -7 (.5) m	11-12 (1) m	7- 8 (1) m	7- 8 (1) m
7- 11 (4) wk	12- 5 (5) wk	8- 11 (3) wk	8- 11 (3) wk
11-11:30 (.5) m	5- 6 (1) m	11-12 (1) m	11-12 (1) m
11:30- 5 (5) 5) wk	6-10 (4) wk	12- 5 (5) wk	12- 5 (5) wk
	10- 6 (8) slp	5- 6 (1) m	5- 6 (1) m
		6-10 (4) wk	6-10 (4) wk
		<u>10- 6 (8)</u> slp	<u>10- 6 (8)</u> slp
10 work 1 meal	10 work 2 meals 8 sleep	13 work 3 meals 8 sleep	13 work 3 meals 8 sleep

# CLASSIFIED SALARY SCHEDULE

(Support Staff)

2003-04



APPENDIX C – 2003-2003

Superintendent of Schools

Classified Salary Schedule

San Diego County Office of Education

Hourly Rate	Range	Beginning Annual Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum Annual Salary
8.01	18	16,668	1,389	1,459	1,533	1,612	1,694	1,779	21,348
8.23	19	17,124	1,427	1,498	1,574	1,653	1,737	1,826	21,912
8.42	20	17,508	1,459	1,533	1,612	1,694	1,779	1,869	22,428
8.64	21	17,976	1,498	1,574	1,653	1,737	1,826	1,917	23,004
8.84	22	18,396	1,533	1,612	1,694	1,779	1,869	1,965	23,580
9.08	23	18,888	1,574	1,653	1,737	1,826	1,917	2,013	24,156
9.30	24	19,344	1,612	1,694	1,779	1,869	1,965	2,064	24,768
9.54	25	19,836	1,653	1,737	1,826	1,917	2,013	2,114	25,368
9.77	26	20,328	1,694	1,779	1,869	1,965	2,064	2,168	26,016
10.02	27	20,844	1,737	1,826	1,917	2,013	2,114	2,220	26,640
10.26	28	21,348	1,779	1,869	1,965	2,064	2,168	2,277	27,324
10.53	29	21,912	1,826	1,917	2,013	2,114	2,220	2,331	27,972
10.78	30	22,428	1,869	1,965	2,064	2,168	2,277	2,391	28,692
11.06	31	23,004	1,917	2,013	2,114	2,220	2,331	2,448	29,376
11.34	32	23,580	1,965	2,064	2,168	2,277	2,391	2,511	30,132
11.61	33	24,156	2,013	2,114	2,220	2,331	2,448	2,571	30,852
11.91	34	24,768	2,064	2,168	2,277	2,391	2,511	2,637	31,644
12.20	35	25,368	2,114	2,220	2,331	2,448	2,571	2,700	32,400
12.51	36	26,016	2,168	2,277	2,391	2,511	2,637	2,769	33,228
12.81	37	26,640	2,220	2,331	2,448	2,571	2,700	2,835	34,020
13.14	38	27,324	2,277	2,391	2,511	2,637	2,769	2,907	34,884
13.45	39	27,972	2,331	2,448	2,571	2,700	2,835	2,977	35,724
13.79	40	28,692	2,391	2,511	2,637	2,769	2,907	3,052	36,624
14.12	41	29,376	2,448	2,571	2,700	2,835	2,977	3,126	37,512
14.49	42	30,132	2,511	2,637	2,769	2,907	3,052	3,205	38,460
14.83	43	30,852	2,571	2,700	2,835	2,977	3,126	3,282	39,384
15.21	44	31,644	2,637	2,769	2,907	3,052	3,205	3,365	40,380
15.58	45	32,400	2,700	2,835	2,977	3,126	3,282	3,446	41,352
15.98	46	33,228	2,769	2,907	3,052	3,205	3,365	3,534	42,408
16.36	47	34,020	2,835	2,977	3,126	3,282	3,446	3,620	43,440
16.77	48	34,884	2,907	3,052	3,205	3,365	3,534	3,711	44,532
17.18	49	35,724	2,977	3,126	3,282	3,446	3,620	3,801	45,612
17.61	50	36,624	3,052	3,205	3,365	3,534	3,711	3,897	46,764
18.03	51	37,512	3,126	3,282	3,446	3,620	3,801	3,992	47,904
18.49	52	38,460	3,205	3,365	3,534	3,711	3,897	4,092	49,104
18.93	53	39,384	3,282	3,446	3,620	3,801	3,992	4,192	50,304
19.41	54	40,380	3,365	3,534	3,711	3,897	4,092	4,297	51,564
19.88	55	41,352	3,446	3,620	3,801	3,992	4,192	4,402	52,824
20.39	56	42,408	3,534	3,711	3,897	4,092	4,297	4,512	54,144
20.88	57	43,440	3,620	3,801	3,992	4,192	4,402	4,622	55,464
21.41	58	44,532	3,711	3,897	4,092	4,297	4,512	4,738	56,856
21.93	59	45,612	3,801	3,992	4,192	4,402	4,622	4,853	58,236
22.48	60	46,764	3,897	4,092	4,297	4,512	4,738	4,975	59,700
23.03	61	47,904	3,992	4,192	4,402	4,622	4,853	5,096	61,152
23.61	62	49,104	4,092	4,297	4,512	4,738	4,975	5,224	62,688
24.18	63	50,304	4,192	4,402	4,622	4,853	5,096	5,351	64,212
24.79	64	51,564	4,297	4,512	4,738	4,975	5,224	5,485	65,820
25.40	65	52,824	4,402	4,622	4,853	5,096	5,351	5,619	67,428
26.03	66	54,144	4,512	4,738	4,975	5,224	5,485	5,759	69,108
26.67	67	55,464	4,622	4,853	5,096	5,351	5,619	5,900	70,800
27.33	68	56,856	4,738	4,975	5,224	5,485	5,759	6,047	72,564
28.00	69	58,236	4,853	5,096	5,351	5,619	5,900	6,195	74,340
28.70	70	59,700	4,975	5,224	5,485	5,759	6,047	6,349	76,188
29.40	71	61,152	5,096	5,351	5,619	5,900	6,195	6,507	78,084
30.14	72	62,688	5,224	5,485	5,759	6,047	6,349	6,666	79,992
30.87	73	64,212	5,351	5,619	5,900	6,195	6,507	6,832	81,984
31.64	74	65,820	5,485	5,759	6,047	6,349	6,666	6,999	83,988
32.42	75	67,428	5,619	5,900	6,195	6,507	6,832	7,174	86,088
33.23	76	69,108	5,759	6,047	6,349	6,666	6,999	7,349	88,188
34.04	77	70,800	5,900	6,195	6,507	6,832	7,174	7,533	90,396
34.89	78	72,564	6,047	6,349	6,666	6,999	7,349	7,717	92,604
35.74	79	74,340	6,195	6,507	6,832	7,174	7,533	7,911	94,932
36.63	80	76,188	6,349	6,666	6,999	7,349	7,717	8,103	97,236

## GENERAL INFORMATION

1. Pay differentials will be granted in accordance with applicable contract provisions.
2. Step increments on the salary schedule will be granted in accordance with procedures outlined in the Personnel Commission Rules and Regulations.
3. Vacation, leave and holidays shall be granted in accordance with adopted policies and contract provisions.
4. Classified employees are automatically members of the Public Employees Retirement System.



San Diego County Office of Education
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

NAME LOCATION
TITLE ORIGINAL HIRE DATE HIRE DATE IN CLASS

REASON FOR RATING: 1st Probation, Regular, Final Probation, Other. RATING PERIOD: FROM, TO. state reason such as separation, promotion, demotion, transfer supplementary etc.

PERFORMANCE STANDARDS

Table with columns: EXCEEDS, MEETS, BELOW. Includes 'Include In Remarks' section with sub-points A and B.

PERFORMANCE FACTORS REMARKS

Main evaluation table with rows for Work Quality, Work Quantity, Interpersonal Skills, Communication Skills, Work Attitude, Compliance With Rules & Regulations, Attendance & Punctuality, Grooming & Dress, and Leadership (for employees in lead assignments only).

OVERALL PERFORMANCE: Overall Performance is an independent rating, not an average of the individual performance factors.

Evaluated by: Immediate Management Representative Date
Reviewed by: Section Head Date
Approved by: Division Administrator Date

EMPLOYEE MY SIGNATURE INDICATES THAT I HAVE REVIEWED THIS REPORT. IT DOES NOT MEAN THAT I AGREE WITH ALL OF THE RATINGS.
I request an appointment to discuss this report with the Director of Personnel
Director of Personnel Date

**COMPLAINT FORM**  
(Problem Resolution Procedure)

Complainant \_\_\_\_\_  
(Please print full name)

Date Filed \_\_\_\_\_

Work Location: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Description of Problem/Complaint:

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Description of Desired Remedy:

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\_\_\_\_\_  
Signature of Complainant

**PROBLEM RESOLUTION  
COMPLAINT PROCEDURE**

1. The problem resolution procedure is the medium through which staff may seek adjustment of complaints arising out of alleged violations of established rules, policies, administrative procedures, or job relations. Its purpose is to provide, at the administrative level closest to the employee, an opportunity for review of employment-related problems or complaints.
2. EXCLUSIONS:
  - a. An alleged violation, misapplication or misinterpretation of a provision of a negotiated agreement between the County Office of Education and an exclusive employee representative.
  - b. Complaints about the subject matter of a County Office rule or policy, or administrative procedure, rather than the administration of the rule or policy, or procedure. Such suggestions for change should be directed through administrative channels to the County Superintendent of Schools, Personnel Commission, division administrator or section head.
  - c. Matters within the jurisdiction of the Personnel Commission and included in Personnel Commission Rules in effect at the time the events leading to the complaint occurred.
  - d. Complaints regarding the content of performance evaluations.
  - e. Accusatory charges relating to the moral or professional fitness of an employee.
3. GENERAL PROVISIONS
  - a. All parties to the problem or complaint shall have the right, at each step of the procedure beyond Step 1, to be accompanied by person or persons of their own choosing.
  - b. All proceedings shall be private and confidential except by mutual consent of the participating parties.
  - c. A decision rendered at any step of the procedure becomes final unless appealed to the next step within the prescribed time frame.
  - d. If a decision is not submitted within the established time limit for a given step, an appeal may be taken directly to the next level.
  - e. Time limits stipulated at each step may be modified by agreement of the parties involved.
  - f. Any employee may participate in the process without loss of salary provided that the employee notifies his/her immediate supervisor in advance. All documents, communications, and records used in processing a complaint shall be filed separately from personnel files of the participants.
  - g. No reprisal, discrimination, or reduction in status shall be invoked against any employee for having instituted the process or for having participated as a representative, conferee, or witness.
4. PROCEDURE
  - a. STEP 1 (INFORMAL REVIEW): Within twenty (20) working days from the occurrence giving rise to the problem or complaint or within twenty (20) working days of the employee's knowledge thereof, the complainant shall provide notification of the problem orally or in writing to his/her supervisor. The supervisor shall arrange a meeting with the employee to discuss the complaint within ten (10) working day of receipt of the complaint. If the complainant fails to notify the immediate supervisor of the matter within the allotted time, the right to pursue resolution procedures shall have been waived. Within five (5) working days of the information conference with the complainant, the immediate supervisor shall communicate his/her verbal or written decision to the employee.
  - b. STEP 2: If the complainant is dissatisfied with the results of Step 1, the employee may within five (5) working days following receipt of the decision appeal in writing to the division administrator. The appeal shall be accompanied by a summary of the course of action to date, including the decision of the supervisor responding at Step 1. Either the division administrator or the complainant may request a personal conference to discuss the dispute. Within ten (10) working days after receiving the written request for an appeal, the division administrator shall issue a written decision on the matter.

- c. STEP 3: If the complainant is dissatisfied with the decision of the division administrator, he/she may within five (5) working days following receipt of the decision, appeal to the County Superintendent of Schools. Review of the appeal shall consist of a review of proceedings conducted by the division administrator and a personal conference with the complainant. Nothing in this procedure shall be interpreted as abridging the County Superintendent's right to conduct an independent investigation. Within ten (10) working days following receipt of the request for a review, the County Superintendent of Schools shall render a written decision which shall be final.

San Diego County Office of Education

**GRIEVANCE FORM**

CLASSIFIED SUPPORT STAFF

GRIEVANT \_\_\_\_\_  
(Please print full name)

Date: \_\_\_\_\_

Work Location: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Contract provision violated, misapplied or misinterpreted [cite article(s) and section(s)]:  
(The facts will ultimately determine which, if any, provision of the Agreement has been violated.)

\_\_\_\_\_  
\_\_\_\_\_

Description of how the contract was violated or misapplied: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of informal conference and decision: \_\_\_\_\_

Remedy desired: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

**ARTICLE VII: GRIEVANCE**

**7.3 Informal Procedure**

Informal Level

The employee shall meet with his immediate management representative to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to have a CSEA representative at the informal level. If the potential grievance is not resolved at this level, the employee may proceed to Level I. The Office of Education and the Association may mutually agree to waive any level of the grievance procedure. The Office of Education and CSEA agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.

**7.4 Formal Procedure**

For purposes of Section 7.4 the required timelines shall begin on the first (1st) day following the date of receipt of a grievance by the Office of Education or the first (1st) day following receipt of the Office of Education decision by the grievant.

**A. Level I**

Within twenty-five (25) days of the occurrence, or within twenty-five (25) days of when the employee could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on an Office of Education provided form to his Director. On this form the employee shall make a clear and concise statement of the grievance, the circumstances involved, and the specific article that was allegedly violated, the decision rendered at the informal conference, and the specific remedy sought. The Director shall communicate a decision to the employee in writing within ten (10) days from the date the written grievance is received by the Director. If the Director does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limit either party may request a personal conference to discuss the grievance. Either the grievant or the Director may have a conferee present at such a conference.

**B. Level II**

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Division Administrator, within ten (10) days after receiving the decision at Level I. This written appeal statement shall include a copy of the original grievance, the decision rendered at previous level and a clear, concise statement of the reasons for the appeal. The Division Administrator, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Division Administrator. Either the grievant or the Division Administrator, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Division Administrator, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

**C. Level III**

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent, within ten (10) days after receiving the decision at Level II. This written appeal statement should include a copy of the original grievance, the decision rendered at previous levels, and a clear, concise statement of the reasons for the appeal. The Superintendent, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Superintendent. Either the grievant or the Superintendent, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Superintendent, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

**D. Arbitration**

In the event that the grievant is not satisfied with the decision at Level III, he may request, immediately, in writing, that CSEA submit the grievance to arbitration. Upon approval, CSEA will request arbitration of the grievance in writing to the Office of Education within fifteen (15) days of the issuance of the Level III decision. Such request must be in writing and be accompanied by a written statement from the CSEA agreeing to take the grievance to arbitration.