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1 ARTICLE I: AGREEMENT

2 1.1 This document shall constitute a binding agreement
3 between the County Superintendent of Schools, the County
4 Board of Education (hereinafter referred to as the "Office")
5 and the California School Employees Association, and its
6 Chapter #428 (hereinafter referred to as the "Central Unit").
7 1.2 This Agreement, when signed by the parties hereto,
8 supersedes all other agreements and supplements and
9 represents the sole Agreement between the parties.
10 1.3 If, during its term, the parties hereto should mutually agree
11 to modify, amend or alter the provisions of this Agreement
12 in any respect, any such changes shall be effective only if
13 reduced to writing and executed by the authorized
14 representatives of the Office and the Association.

1 ARTICLE II: RECOGNITION

2 2.1 The Office recognizes the CSEA as the exclusive
3 representative of the regular probationary and permanent
4 classified employees listed in Appendix A.
5 2.2 The determination of new classified or new confidential
6 positions shall be made by the Office after consultation with
7 the Association. Disputed cases shall be submitted to
8 PERB for resolution. The bargaining unit may be expanded
9 to other classes by mutual agreement of the Office and the
10 Association subject to the rules of PERB.
11 2.3 Excluded Positions
12 Management Employees, Child Care Employees,
13 Confidential Employees, and Supervisory Employees.

1 ARTICLE III: NON-DISCRIMINATION

2 3.1 Neither the Tulare County Office of Education nor the
3 Association shall unlawfully discriminate against a member
4 of the unit because of actual or perceived age, sex, sexual
5 orientation, gender, ethnic group identification, race,
6 ancestry, national origin, religion, color, or mental or
7 physical disability.

1 ARTICLE IV: DUES CHECK OFF

2 4.1 Check Off:
3 CSEA shall have the sole and exclusive right to have
4 membership dues and initiation fees deducted for
5 employees in the bargaining unit by the Office. The Office
6 shall, upon appropriate written authorization from any
7 employee, deduct and make appropriate remittance for
8 insurance premiums, credit union payments, savings
9 bonds, charitable donation, or other plans or programs
10 approved by the Office. The Office shall pay to the
11 designated payee within five (5) days of the deduction all
12 sums so deducted.

13 4.2 Dues Deduction:
14 It is the mutual intention of the parties that the provisions of
15 this Article protect the rights of individual workers without
16 restricting CSEA's right to require every bargaining unit
17 worker, except those exempt from these provisions, to pay
18 a fair share of the cost of collective bargaining activities.
19 Except as expressly exempted herein, all workers in the
20 bargaining unit who do not maintain membership in good
21 standing in CSEA are required, as a condition of continued
22 employment, to pay service fees to CSEA, in amounts that
23 do not exceed the periodic dues of CSEA, for the duration
24 of this Agreement.

1 ARTICLE V: ASSOCIATION RIGHTS

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

4 5.1 The right of access to employees at reasonable times. The
5 term "reasonable times" as used herein means employee
6 rest periods, meal periods, and any time before or after an
7 employee's work day when such an employee is present at
8 his/her work area or site, but is not expected to be
9 performing services on behalf of the Tulare County Office of
10 Education. Brief visits by a Central Unit staff member may
11 be permitted with approval of the immediate supervisor at
12 any time. Any representative of the Central Unit who
13 wishes to enter a school campus during hours in which
14 students are present shall notify the principal's office of his
15 identity and his status as the representative of any
16 employee organization.

17 5.2 The right to use, without charge, institutional bulletin
18 boards, mailboxes, and the use of the Office mail system,
19 and other Office means of communication for the posting or
20 transmission of information or notices concerning CSEA
21 matters. One copy of all materials to be posted shall be
22 provided to the County Superintendent of Schools or site
23 administrator at the time of posting at the facility in which
24 such posting is to take place.

25 5.3 Representatives of the Central Unit shall have the right to
26 utilize County School Facilities for the conduct of meetings
27 with Unit employees. Requests to utilize such facilities shall
28 be made upon forms to be prescribed by the County
29 Superintendent of Schools, and shall be subject to prior
30 requests for the utilization of such facilities by groups
31 entitled to their use under provisions of the Education Code.
32 The Central Unit, when desiring such use of such facilities,

1 shall file with the County Superintendent of Schools the
2 certification required by California Education Code, Section
3 40057. Meetings conducted in such facilities shall in no
4 way conflict with the work of other employees, and shall in
5 no way conflict with the public school purposes of the
6 Tulare County Office of Education.

7 5.4 The Association representatives will be granted, upon
8 request and when not otherwise in use the reasonable use
9 of computers and printers for reproducing material to be
10 used for Association communication.

11 5.5 The Association will reimburse the Tulare County Office of
12 Education for any school materials or supplies used and will
13 pay a rental charge, if applicable, for use of any custodial
14 costs incurred for such meetings that they might call, if such
15 custodial services are provided, if needed beyond the
16 custodian's normal workday.

17 5.6 The Central Unit President shall receive one (1) copy of the
18 official County Board of Education packet at least 48 hours
19 prior to each regularly scheduled County Board of
20 Education meeting. The Central Unit President shall
21 receive one (1) copy of the approved minutes at the same
22 time they are made available to County Board of Education
23 members.

24 5.7 Nothing in this Article shall be construed to provide release
25 time for employees in connection with any of the rights
26 enumerated in this Article.

27 5.8 The right of paid release time is authorized for two (2)
28 official Central Unit delegates to attend the Central Unit
29 Annual Conference not to exceed five (5) days per delegate
30 per year.

31 5.9 Within thirty (30) days after the execution of this contract,
32 the Office shall make available on the HR website, a copy

1 of this contract to every employee in the bargaining unit.
2 Any employee who becomes a member of the bargaining
3 unit after the execution of this Agreement shall be provided
4 with a copy of this Agreement by the Office, at the time of
5 employment. Each employee in the bargaining unit shall be
6 provided by the Office, access via the HR website, a copy
7 of any written changes agreed to by the parties to the
8 Agreement during the life of this Agreement. If an
9 employee does not have access to Internet, the employee
10 may request a copy of the Agreement.
11 5.10 The right to be supplied with a complete seniority roster of
12 all bargaining unit employees within 90 days of the
13 execution of this Agreement and annually, thereafter, upon
14 request. The roster shall indicate the employees present
15 classification and primary job site, date of hire, and hours of
16 service in classification.
17 5.11 An employee shall have the right to have a CSEA
18 Representative present when the employee is required to
19 meet with the administration to discuss a matter that may
20 lead to a disciplinary action.
21 5.12 On-site visits may be made to discuss job functions in
22 connection with a reclassification request subject to prior
23 approval of the employee's immediate supervisor and the
24 Assistant Superintendent, Human Resources, which shall
25 not be unreasonably withheld.
26 5.13 The Association president or designee shall receive up to
27 fourteen (14) days leave per year for the purpose of
28 conducting Association business.

1 ARTICLE VI: EVALUATION

2 6.1 The performance of each unit member shall be evaluated
3 by the unit member's immediate supervisor.
4 6.2 Probationary employees shall be evaluated at least twice
5 during the twelve (12) month probationary period normally
6 during the fifth (5th) and ninth (9th) months.
7 6.3 Permanent employees shall be evaluated once yearly, no
8 later than May 31 of each school year.
9 6.4 A permanent employee who accepts a promotion and fails
10 to complete the probationary period for the promotional
11 position, shall be employed in the classification from which
12 he or she was promoted.
13 6.5 No evaluation of any employee shall be placed in any
14 personnel file without an opportunity for discussion between
15 the employee and the evaluator. No evaluation shall be
16 made based upon hearsay statements but shall be based
17 only upon the direct observation and knowledge of the
18 evaluator. Any negative evaluation shall include specific
19 recommendations for improvements and on the job
20 assistance where available. The employee shall have the
21 right to review and respond to any derogatory evaluation in
22 accordance with 6.7.2 below.
23 6.6 An employee shall have the right to have a CSEA
24 Representative present if there is evidence that a negative
25 evaluation should occur or if a conference between the
26 employee's supervisor and the employee should be one of
27 a disciplinary nature.
28 6.7 Personnel File:
29 6.7.1 The personnel file of each employee shall be
30 maintained at the Office's central administration
31 office. No adverse action of any kind shall be
32 taken against an employee based upon materials

1 which are not in the personnel file.
2 6.7.2 Employees shall be provided with copies of any
3 derogatory written materials ten (10) workdays
4 before it is placed in the employee's personnel file.
5 The employee shall be given an opportunity during
6 normal working hours and without loss of pay to
7 initial and date the material and to prepare a
8 written response to such material. The written
9 response shall be attached to the material.
10 6.7.3 An employee shall have the right to examine
11 and/or obtain a copy of any material from the
12 employee's personnel file with the exception of
13 material that includes ratings, reports, or records
14 which were obtained prior to the employment of the
15 employee involved, at times when the employee is
16 not required to render services to the Office.
17 6.7.4 All personnel files shall be kept in confidence and
18 shall be available for inspection only to other
19 employees of the Office when actually necessary in
20 the proper administration of the Office's affairs or
21 the supervision of the employee. The employee's
22 personnel files shall be available for examination
23 by the employee or his/her Association
24 representative if authorized in writing by the
25 employee.
26 6.7.5 Any person who places written materials or drafts
27 written materials for placement in an employee's
28 file shall sign the materials and signify the date on
29 which such material was drafted. Any written
30 materials placed in a personnel file shall indicate
31 the date of such placement.

1 ARTICLE VII: HOURS
2 7.1 Work Week:
3 The regular workweek for full-time members shall consist of
4 five (5) consecutive days, of eight (8) hours per day and
5 forty (40) hours per week. This Article shall not restrict the
6 extension of the regular workday or work week on an
7 overtime basis when such is necessary to carry on the
8 business of the Office.
9 7.2 Workday:
10 The length of the workday shall be designated by the Office
11 for each classified assignment in accordance with the
12 provisions set forth in this Agreement. Each bargaining unit
13 employee shall be assigned a fixed, regular, and
14 ascertainable number of hours.
15 7.3 Adjustment of Assigned Time:
16 Any employee in the bargaining unit who works an average
17 of fifteen (15) minutes or more per day in excess of his/her
18 regular part-time assignment for a period of twenty (20)
19 consecutive working days or more shall have his/her
20 regular assignment adjusted upward to reflect the longer
21 hours, effective with the next pay period. This adjustment
22 does not apply to a part-time employee who substitutes for
23 another part-time employee on an approved leave.
24 7.4 Lunch Periods:
25 All unit members who are on duty for six (6) hours shall be
26 entitled to a duty-free lunch period of no longer than one (1)
27 hour per day, as scheduled by their immediate supervisor.
28 7.5 Rest Periods:
29 All bargaining unit employees shall be granted rest periods
30 which insofar as practicable, shall be in the middle of each
31 work period at the rate of fifteen (15) minutes per four (4)
32 hours worked.

1 7.6 Work Year:
2 The County Superintendent of Schools shall designate the
3 work year for each classified position and the employee
4 shall be notified by June 30 of each year.

5 7.7 Overtime:
6 The Office shall provide compensation or compensatory
7 time off at a rate equal to one and one-half (1 ½) times the
8 regular rate of pay for unit members designated in advance
9 by the Office and authorized to perform such overtime. An
10 employee in the bargaining unit shall have the option to
11 elect to take compensatory time off in lieu of cash
12 compensation for overtime work. Such election shall be
13 submitted in writing to the immediate supervisor within five
14 (5) working days following the day the overtime was
15 worked. Compensatory time off shall be granted at the
16 appropriate rate of overtime in accordance with provisions
17 of the Article. Overtime is any time required to be worked in
18 excess of eight (8) hours in any one workday or any time in
19 excess of forty (40) hours in any workweek. For the
20 purpose of computing the number of hours worked, time
21 during which the unit member is excused from work
22 because of holidays, sick leave, vacation, compensated
23 time off, or other paid leaves of absence, shall be
24 considered as time worked by the unit member.

25 7.7.1 Employees will complete an Authorization for
26 Overtime form when they have been requested by
27 their supervisor to work overtime. The employee
28 will have the opportunity to choose whether to
29 receive reimbursement for the overtime in the form
30 of pay or compensatory time. If the employee
31 chooses to receive pay, the employee will
32 complete a time sheet and submit the time sheet

1 with the Authorization for Overtime form to Human
2 Resources. If the employee chooses to receive
3 compensatory time, the Authorization for Overtime
4 form will be completed and sent to Human
5 Resources. Human Resources staff will log the
6 hours earned in the absence system. The
7 employee will submit absence slips to Human
8 Resources showing the compensatory hours taken.

9

10 7.8 Distribution of Overtime:
11 Overtime shall be distributed and rotated equally among
12 qualified employees in the bargaining unit within each
13 department or site. Authorization and allocation of any
14 overtime shall rest solely with the Office. Any employee
15 requested or required to work overtime by his/her
16 immediate supervisor shall be entitled to overtime pay or
17 compensatory time off.

18 7.9 Compensatory Time Off:
19 Compensatory time shall be taken at a time mutually
20 acceptable to the employee in the bargaining unit and the
21 Office within the fiscal year in which it was earned and must
22 be taken in a minimum of thirty (30) minute increments. If
23 the compensatory time has not been taken within the fiscal
24 year in which it was earned, the Office shall pay the
25 employee for all such time at the appropriate rate of pay
26 based on the employee's rate of pay at the time earned in
27 July's payroll for 12-month employees and in August's
28 payroll for 10 or 11-month employees.

29 7.10 All hours worked on the 6th and 7th day shall be
30 compensated at the overtime rate.

31 7.11 Special Assignments for Job Classifications not Specifically
32 Named as Classified Positions in the Bargaining

1 Agreement:
2 7.11.1 Employees may be requested to provide special
3 services for TCOE other than their regular job,
4 which may begin during their usual workday and
5 extend beyond it. The following provisions shall
6 apply to these special assignments:
7 7.11.1.1 If the special assignment begins
8 before the end of the employee's
9 regular work day, the period of
10 overlap shall be deemed an unpaid
11 leave from the employee's regular
12 job.
13 7.11.1.2 If the special assignment is voluntary,
14 occasional or sporadic, and is a
15 completely different kind of work than
16 the employee's regular job duties, the
17 employee shall not be entitled to
18 overtime compensation for any time
19 worked in excess of 8 hours in one
20 day or 40 hours in one week. The
21 employee shall be compensated as
22 follows:
23 a. For the hours worked in his or her
24 regular job: regular hourly rate.
25 b. For the hours worked in the
26 special assignment: established
27 hourly rate for the special
28 assignment job.
29 7.11.2 If the special assignment is ordered or required
30 (i.e., not voluntary), is done on a regular basis,
31 and/or is the same or similar kind of work as the
32 employee's regular job, then the employee shall be

1 entitled to overtime compensation for any time
2 worked in excess of 8 hours in one day or 40 hours
3 in one week. The employee shall be compensated
4 as follows:
5 a. For the hours worked in his or her regular
6 job: regular hourly rate.
7 b. For the hours worked in the special
8 assignment which, when added to hours
9 worked in the regular job, do not exceed 8
10 in one day or 40 in one week: established
11 hourly rate for the special assignment job.
12 c. For hours worked in excess of 8/40: one
13 and one-half times the blended hourly rate
14 for the two jobs.
15 The blended rate shall be calculated by figuring the
16 total amount earned by the employee that week at
17 both jobs, then dividing by the total number of
18 hours worked at both jobs. This gives the weighted
19 average hourly rate for the week. The employee
20 must be paid one and one-half times this blended
21 hourly rate for all overtime hours.
22 7.11.3 In the alternative, hours worked in excess of 8/40
23 may be compensated at one and one-half times
24 the established hourly rate for the special
25 assignment job, but only if an agreement to that
26 effect is made before the overtime is worked.
27 7.11.4 This Article will not apply to employees working out
28 of classification, which is addressed in Article
29 11.12.
30 7.12 Summer School
31 Current 6 hour employees will be given first consideration
32 for summer school employment before employees that are

1 less than 6 hours within each individual program area,
2 based on seniority and their annual evaluation before
3 vacancies are filled from outside the program.

1 ARTICLE VIII: VACATION PLAN

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

5 8.1 Unit members are entitled to vacation with pay at the rates
6 to be found in the following schedule:

7 8.1.1 .83 of a day for each month worked during the first
8 three (3) years.

9 8.1.2 1.25 days for each month worked from the
10 beginning of the fourth (4th) year through the tenth
11 (10th) year.

12 8.1.3 1.5 days for each month worked from the
13 beginning of the eleventh (11th) year through the
14 fourteenth (14th) year.

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

17 8.2 Pay for vacation days for all bargaining unit employees
18 shall be the same as that which the employees would have
19 received had he/she been in a working status. Vacation
20 time for part-time employees shall be prorated.

21 8.3 When an employee in the bargaining unit is terminated for
22 any reason, he/she shall be entitled to all vacation pay
23 earned and accumulated up to and including the effective
24 date of the termination, except that vacation time shall not
25 become a vested right until completion of six (6) months of
26 employment.

27 8.4 Vacations shall be scheduled at times requested by
28 bargaining unit employees so far as possible within the
29 Office's work requirements. Vacation must be requested by
30 an employee on a form provided for that purpose, and the
31 dates of his/her proposed vacation must be approved by
32 his/her immediate supervisor and the administration.

1 8.5 Any vacation days not taken may be carried over from year-
2 to-year with 30 days accumulation for employees working
3 twelve (12) months. Vacation time shall be taken during the
4 fiscal year in which it was earned for unit members working
5 less than twelve (12) months (i.e., Winter and Spring
6 Recess). Any employee who is not able to take time off for
7 vacation and who has more than 30 vacation days
8 accumulated shall either be permitted to carry over the
9 unused vacation or be paid at the end of the year at the
10 option of the Office.

11 8.6 An employee in the bargaining unit may be permitted to
12 interrupt or terminate vacation leave in order to begin
13 another type of paid leave provided by this Agreement
14 without return to active service.

15 8.7 A new employee will be entitled to a percentage of vacation
16 that would be earned in the first month they are employed.
17 The second and ensuing months the employee would be
18 entitled to the vacation rates found in Section 8.1.

19 8.8 When an employee moves from one vacation rate to
20 another per section 8.1, the rate change will occur on the
21 first day of the month in which the new rate is earned.

1 ARTICLE IX: HOLIDAYS

2 9.1 Scheduled Holidays:

3 Employees shall be entitled to paid holidays as follows:

- 4 9.1.1 Independence Day
- 5 9.1.2 Labor Day
- 6 9.1.3 Veteran's Day
- 7 9.1.4 Thanksgiving Day
- 8 9.1.5 Day Following Thanksgiving Day
- 9 9.1.6 Christmas Eve Day
- 10 9.1.7 Christmas Day
- 11 9.1.8 New Year's Eve Day
- 12 9.1.9 New Year's Day
- 13 9.1.10 Martin Luther King, Jr., Day
- 14 9.1.11 Lincoln's Birthday
- 15 9.1.12 Washington's Birthday
- 16 9.1.13 Friday of Spring Vacation in lieu of Admission Day
- 17 9.1.14 Memorial Day

18 9.2 Holidays on Saturday or Sunday:

19 When a holiday falls on a Saturday, the preceding workday
20 not a holiday shall be deemed to be that holiday. When a
21 holiday falls on a Sunday, the following day not a holiday
22 shall be deemed that holiday. When a unit member is
23 required to work on any said holiday, he/she shall be paid
24 compensation, or given compensatory time off for such
25 work, in addition to regular pay received for the holiday, at
26 the rate of time and one-half his/her regular rate of pay.

27 9.3 Holiday Eligibility:

28 Except as otherwise provided in this Article, an employee
29 must be in a paid status during any portion of the working
30 day immediately preceding or succeeding the holiday to be
31 paid for the holiday. Employees in the bargaining unit who
32 are not normally assigned to duty during the Christmas and

1 Spring Recess periods shall be paid for those holidays
2 occurring during those periods provided that they were in a
3 paid status during any portion of the working day of their
4 normal assignment immediately preceding or succeeding
5 the holiday period.

6 9.4 Declared Holidays:

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

1 ARTICLE X: EMPLOYEE BENEFITS

2 10.1 The Office agrees to provide health, dental, vision and
3 prescription insurance coverage for employees and their
4 dependents (SISC PBC 100-A Plan) not to exceed
5 \$1,363.85 per month for 12-months for employees eligible
6 for full coverage, and on a pro-rata basis as provided below
7 for the term of this Agreement. Office paid health, dental,
8 vision and prescription insurance coverage shall be paid as
9 follows:

- 10 a. Employees who are regularly assigned to work six
11 (6) or more hours per day five (5) days per week
12 shall be entitled to 100% of the premium paid by
13 the Office of the cost of employee and dependent
14 health, dental and vision insurance;
- 15 b. Employees who are regularly assigned to work at
16 least five (5) hours per day, but less than six (6)
17 hours per day five (5) days per week shall be
18 entitled to 86% payment by the Office of the cost of
19 employee and dependent health, dental and vision
20 insurance;
- 21 c. Employees who are regularly assigned to work at
22 least four (4) hours per day, but less than five (5)
23 hours per day, five (5) days per week shall be
24 entitled to 57% payment by the Office of the cost of
25 employee and dependent health, dental and vision
26 insurance;
- 27 d. Employees who are regularly assigned to work less
28 than four (4) hours per day five (5) days per week
29 shall not be entitled to receive any Office
30 contribution towards the health plan.
- 31 e. Notwithstanding the language in 10.1a - 10.1d,
32 effective October 15, 2009, a new employee must

1 work a minimum of 185 calendar days within a
2 school year to be eligible for health benefits
3 regardless of date of hire within that calendar.
4 The 1992-93 change in pro-rated benefit contribution shall apply
5 only to employees hired on or after November 1, 1992.
6 10.2 Payment of any additional portion of any premium required
7 providing such coverage for such employees or for such
8 employee's dependents ("The difference") shall be the sole
9 responsibility of the individual employee, and, upon receipt
10 by the Office of proper authorization, such payment shall be
11 accomplished by payroll deduction. Any employee who
12 does not pay the difference required to provide such
13 coverage shall not be eligible to receive health, dental and
14 vision insurance coverage as provided herein.
15 10.3 Payment of premiums for the insurance benefits provided
16 by this Article shall, to the extent permitted by the insurance
17 plans, be the sole and complete responsibility of the
18 individual employee when such employee is on an
19 approved, unpaid leave of absence. This benefit may be
20 granted for a period not to exceed twelve (12) calendar
21 months nor selected beyond the termination day of this
22 Agreement.
23 10.4 A term life policy in the amount of \$50,000 shall be provided
24 to each employee within the unit. This benefit is not
25 available to retirees mentioned in 10.5.
26 10.5 The Office agrees to contribute the sum to provide the
27 health insurance package to any employee currently
28 receiving the health insurance package who was hired prior
29 to July 1, 2006, upon retirement at age 55 or over with 15
30 years of Office service or at least twenty (20) years of
31 service in a public school system in California. Said benefit
32 shall continue until the end of the month in which the retiree

1 reaches eligibility for Medicare. Retirees who are eligible
2 for health insurance shall be insured under the plan
3 available to current employees.
4 The Office agrees to contribute the sum to provide the
5 health insurance package to any employee, upon
6 retirement at age 55 or over with 20 years of Office service
7 for employees who are hired on or after July 1, 2006, and
8 who are currently receiving the health insurance package
9 prior to retirement. Years of service with the Office, for this
10 provision, include any fiscal year in which the Office paid
11 any portion of the employee's health benefit costs. Said
12 benefit shall continue until the end of the month in which the
13 retiree reaches eligibility for Medicare. Retirees who are
14 eligible for health insurance shall be insured under the plan
15 available to current employees.
16 10.6 Benefits for a spouse or eligible dependent will continue to
17 the end of the month in which the employee or retiree dies.
18 10.7 Disability Insurance:
19 The Office shall provide a fully paid disability insurance plan
20 with a thirty (30) day waiting period and a period of
21 coverage of five years, payments of salary not to exceed
22 100% of salary when combined with leave entitlements and
23 disability insurance benefits. Payments from all sources
24 shall not be in excess of the employee's regular rate of pay.

1 ARTICLE XI: PAY AND ALLOWANCES

2 There will be no salary increases for the 2011-2012 school year.
3 However, if any other County Office employees receive an increase
4 in salary, CSEA will receive the same increase.

5 11.1 Regular Rate of Pay:

6 The regular rate of pay for each position in the bargaining
7 unit shall be in accordance with the rates established for
8 each class provided for in Appendix A. The regular rate of
9 pay shall include any shift differential and/or longevity
10 increment required to be paid under this Agreement.

11 11.2 Paychecks:

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

14 11.3 Frequency - Once Monthly:

15 All employees in the bargaining unit shall be paid once per
16 month payable on or before the last working day of the
17 month. If the normal pay date falls on a holiday, the
18 paycheck shall be issued on the preceding workday.

19 11.4 Payroll Errors:

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

25 11.5 Special Payments:

26 Any payroll adjustment due an employee in the bargaining
27 unit as a result of working out of class, recomputation of
28 hours, or other reasons other than procedural errors shall
29 be made and a supplemental check issued not later than
30 fifteen (15) working days following notice to the payroll
31 department.

32 11.6 Lost Checks:

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

8 11.7 Promotion:

9 Any employee in the bargaining unit receiving a promotion
10 under the provisions of this Agreement shall be moved to
11 the appropriate range and step of the new class to insure
12 not less than five percent (5%) increase as a result of that
13 promotion, except that the employee may be placed on the
14 last step of the appropriate range if that is the maximum
15 allowable for that class.

16 11.8 Mileage:

17 Any employee in the bargaining unit required to use his/her
18 vehicle on Office business shall be reimbursed at the rate
19 established by the County Superintendent of Schools and
20 conforming to the rate per mile as approved by the Internal
21 Revenue Service (IRS). All employees shall be assigned a
22 primary work site for the purpose of mileage
23 reimbursement. All mileage shall be reimbursed from the
24 primary work site to other assignments, and back to the
25 primary work site. Employees assigned to two or more
26 work sites shall have the assigned work site closest to their
27 home considered their primary work site for the purpose of
28 mileage reimbursement.

29 11.9 Per Diem:

30 Any employee assigned duties out of the County shall be
31 entitled to receive per diem reimbursement according to the
32 current Office schedule.

1 11.10 Longevity:
2 The Office agrees to additionally compensate long service
3 employees in accordance with Appendix B attached hereto.
4 11.11 Compensation During Required Training Periods:
5 An employee who is required to attend training sessions or
6 otherwise engage in training of any kind in order to continue
7 his/her employment in a position shall receive
8 compensation as follows:
9 11.11.1 When the training occurs during the employee's
10 regularly assigned working hours, the employee
11 shall be paid at his/her regular rate of pay and shall
12 receive all benefits to which he/she is entitled.
13 11.11.2 When the regularly assigned hours and the hours
14 of training combined total in excess of eight hours
15 on a regularly assigned workday, or when the
16 training occurs at any time other than the regularly
17 assigned workweek, the employee shall be paid at
18 the overtime rate appropriate for the day and/or
19 time at which the training occurs. The overtime
20 rate shall be based on the employee's regular rate
21 of pay.
22 11.12 Compensation for an Employee Working Out of
23 Classification:
24 An employee shall not be required to perform duties not a
25 part of his/her classification except as provided in this
26 Section.
27 11.12.1 An employee assigned duties in a higher skilled
28 position than what he/she is regularly employed
29 shall receive a minimum of a 5% increase in salary
30 while performing work during the "out of
31 classification" employment for more than five (5) of
32 fifteen (15) days.

1 11.12.2 In no event shall an employee working out of
2 classification receive less than five percent (5%) an
3 hour above his/her regular rate of pay, except that
4 the employee may be placed on the last step of the
5 appropriate range if that is the maximum allowable
6 for that class.
7 11.13 PERS Benefits:
8 The Office will pick up the total PERS contribution for
9 eligible probationary and permanent employees.
10 11.14 SISK Defined Benefit Plan :
11 After October 1, 1994, all part-time employees shall
12 mandatorily be enrolled in the SISK Defined Benefit Plan
13 with contributions to the plan paid by the Office.

1 ARTICLE XII: EMPLOYEE EXPENSES AND MATERIALS

2 12.1 Tools:

3 12.1.1 The Office agrees to provide all tools, equipment,
4 and supplies necessary to bargaining unit
5 employees for performance of employment duties.

6 12.1.2 Notwithstanding Section 12.1.1, if an employee in
7 the bargaining unit provides tools or equipment
8 belonging to the employee for use in the course of
9 employment, the Office agrees to provide a safe
10 place to store the tools or equipment.

11 12.2 Replacing or Repairing Employee's Property:

12 The Office shall compensate all bargaining unit employees
13 for loss or damage to personal property up to one hundred
14 (\$100) dollars while damaged in the course of employment.
15 Articles to include eye glasses, watches and other related
16 type items.

17 12.3 Safety Equipment:

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

22 12.4 Hold Harmless Clause:

23 Whenever any civil action is brought against an employee
24 for any action or omission arising out of, or in the course of
25 the duties of that employee, the Office agrees to pay the
26 costs of defending such action, including costs of counsel
27 and of appeals, if any, and shall hold harmless from and
28 protect such employee from any financial loss resulting
29 therefrom provided such acts of omission are not grossly
30 negligent, or subject the employee to disciplinary measures.

1 ARTICLE XIII: LEAVES

2 This Article contains all leave provisions of this Agreement:

3 13.1 Sick Leave:

4 13.1.1 Sick Leave utilization shall be for an employee's
5 own physical and mental disability absences which
6 are medically necessary and caused by illness,
7 injury, maternity disability or quarantine.

8 13.1.2 An employee, covered by this Agreement, working
9 five (5) days per week for a full calendar year shall
10 be annually entitled to twelve (12) days of leave of
11 absence for the purpose of sick leave utilization.

12 An employee covered by this Agreement working
13 less than full-time shall be entitled to sick leave in
14 the same ration that their employment bears to full-
15 time employment.

16 13.1.3 An employee, covered by this Agreement, working
17 less than a full calendar year shall be annually
18 entitled to the following days of leave for purposes
19 of sick leave utilization:

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

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Additional work submitted on a time sheet is
excluded for purposes of calculating sick leave.

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

13.1.5 Employees, upon initial employment, shall be
eligible to take not more than six (6) days, or the

1 proportionate amount of sick leave to which they
2 are entitled, until the first day of the calendar month
3 following six (6) months of service. An employee
4 who uses more than six days of sick leave in the
5 first six months of employment will be docked a full
6 day's pay for each additional day of absence.
7 Once the employee completes six months of
8 employment, he/she will be eligible to use the
9 remainder of his/her sick leave.

10 13.1.6 The Office reserves the right to require verification
11 of any period of leave taken because of illness or
12 injury upon probable cause for such verification.
13 Prior written notice of the requirement shall be
14 given the employee.

15 13.1.7 Regular classified employees shall once a year be
16 credited with a total of not less than one hundred
17 (100) working days of paid sick leave, including
18 days to which he/she is entitled under Education
19 Code Section 45191. When such employee is
20 absent from his/her duties on account of his/her
21 own illness or accident for a period of one hundred
22 (100) working days or less, whether or not the
23 absence arises out of or in the course of
24 employment of the employee, the employee shall
25 be compensated at not less than fifty percent
26 (50%) of the employee's regular salary.
27 Employees will use accumulated sick leave to
28 receive full pay for absences charged to sick leave.
29 Upon exhaustion of accumulated sick leave,
30 employees will be paid 50% of their salary for the
31 remainder of the one hundred (100) days. The
32 paid sick leave authorized under this section shall

1 be exclusive of any other paid leave, holidays,
2 vacation or compensating time to which the
3 employee may be entitled. This leave is not
4 cumulative.

5 13.18 An employee who does not complete a given year
6 of service shall be charged for any unearned sick
7 leave (as granted in 13.1.2) used as of the date of
8 termination.

9 13.2 Unpaid Personal Leave:

10 13.2.1 An employee may request a personal leave of
11 absence for reasons enumerated elsewhere in the
12 Agreement.

13 13.2.2 The employee seeking an approved personal leave
14 of absence shall submit a request, including the
15 reasons and any supporting information related
16 thereto, and shall indicate the duration of the length
17 of the requested leave to the County
18 Superintendent of Schools or his designee.

19 13.2.3 For personal absences of five (5) working days or
20 less, the employee shall submit the request
21 described herein to the County Superintendent of
22 Schools not less than five (5) working days prior to
23 the beginning date of the leave. The decision of
24 the County Superintendent of Schools for approval
25 or denial of these requests shall be final.

26 13.2.4 For personal absence in excess of five (5)
27 workdays including the balance of the school
28 semester/year, or a full school semester/year, the
29 employee shall submit the request described
30 herein to the immediate supervisor for
31 recommendation to the Division Assistant
32 Superintendent for his/her recommendation to the

1 County Superintendent of Schools for approval or
2 denial. The decision of the County Superintendent
3 of Schools for approval or denial of these requests
4 shall be final.

5 13.2.5 An employee shall not accept gainful employment
6 while on personal leave of absence without the
7 prior approval of the County Superintendent of
8 Schools.

9 13.2.6 Any personal leave of absence that may be
10 granted under these provisions shall be without
11 compensation. Employees on personal leave of
12 absence in excess of thirty (30) calendar days shall
13 be permitted to participate in the Office insurance
14 program at their expense as provided for in Article
15 X of this Agreement.

16 13.2.7 The employee shall be reinstated to the position
17 classification held prior to the leave of absence or
18 to a position for which the employee is qualified.

19 13.2.8 If the personal leave of absence was granted for
20 personal health reasons, the employee shall be
21 required to submit, prior to return to active duty, a
22 medical statement indicating an ability to assume
23 assigned duties without restrictions or detriment to
24 the employee's physical or emotional well-being.

25 13.3 Industrial Accident and Illness Leave:

26 13.3.1 Effective October 1, 2009, upon completion of one
27 year of service with the Office, an employee shall
28 be eligible for and entitled to sixty (60) days of non-
29 cumulative industrial accident and illness leave per
30 year (Education Code Section 45192).

31 13.3.2 Industrial Accident and Illness Leave shall be
32 granted for illness or injury incurred within the

1 course and scope of an eligible employee's
2 assigned duties. The employee who has sustained
3 a job-related injury shall report the injury on an
4 Office approved accident form to the immediate
5 supervisor as soon as practicable. An employee
6 shall report any illness, in writing, to the immediate
7 supervisor within twenty-four (24) hours of
8 knowledge that the illness is an alleged industrial
9 illness.

10 Requirements for such leave shall be:

11 a. Allowable leave shall be for not more than
12 sixty (60) days during which the schools of
13 the Office are required to be in session or
14 when the employee would otherwise have
15 been performing work for the Office in any
16 one (1) fiscal year for the same accident.

17 b. Allowable leave shall not be accumulated
18 from year to year.

19 c. Industrial Accident or Illness Leave shall
20 commence on the first day of absence.

21 d. When a person employed in a position is
22 absent from his/her duties on account of
23 an industrial accident or illness, he/she
24 shall be paid such portion of the salary
25 due him/her for any month in which the
26 absence occurs as will result in a payment
27 to him/her of not more than his/her full
28 salary.

29 e. Industrial Accident or Illness Leave shall
30 be reduced by one (1) day for each day of
31 authorized absence regardless of a
32 temporary disability indemnity award.

- 1 f. When an Industrial Accident or Illness
2 Leave overlaps into the next fiscal year,
3 the employee shall be entitled to only the
4 amount of unused leave due him/her for
5 the same illness or injury.
- 6 g. During any paid leave of absence, the
7 employee shall endorse to the Office the
8 temporary disability indemnity checks
9 received on account of his/her industrial
10 accident or illness. The Office, in turn,
11 shall issue the employee appropriate
12 salary warrants for payment of the
13 employee's salary and shall deduct normal
14 retirement and other authorized
15 contributions.
- 16 h. Employees returning to service from an
17 industrial accident or injury shall provide
18 medical verification of their release to
19 return to work with or without restrictions.

20 13.4 Personal Necessity Leave:

- 21 13.4.1 Personal Necessity Leave may be utilized for
22 circumstances which are serious in nature and
23 cannot be expected to be disregarded, which
24 necessitates immediate attention and cannot be
25 dealt with during off-duty hours.
- 26 13.4.2 An employee may not use more than seven (7)
27 days per year of accumulated sick leave for
28 purposes of approved Personal Necessity Leave.
- 29 13.4.3 Employees shall submit a request for Personal
30 Necessity Leave approval to the immediate
31 supervisor normally not less than three (3) working
32 days prior to the beginning date of the leave.

- 1 13.4.4 When prior approval is not required, the employee
2 shall make every reasonable effort to comply with
3 Office procedures designed to secure substitutes
4 and shall notify the immediate supervisor of the
5 expected duration of the absence.
- 6 13.4.5 Personal Necessity may be used for:
- 7 (1) Death of a member of the employee's
8 immediate family when additional leave is
9 required beyond that provided in Section
10 13.5 of this Article. Immediate family is
11 defined in Section 13.5.2.
- 12 (2) Illness of a member of the employee's
13 immediate family.
- 14 (3) Accident involving an employee's person
15 or property, or the person or property of a
16 member of his/her immediate family.
- 17 (4) Appearance in any court or before any
18 administrative tribunal as a litigant, party
19 or witness under subpoena or any order
20 made with jurisdiction.
- 21 (5) To attend parent conferences.
- 22 (6) Such other reasons approved by the
23 Office.

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

- 26 13.4.6 An employee may request to attend a local funeral
27 as an office representative.

28 13.5 Bereavement Leave:

- 29 13.5.1 Every unit member shall be entitled to three (3)
30 days of paid leave of absence, or five (5) days if
31 travel of more than 200 miles, one way, is involved
32 on account of the death of any member of his/her

1 immediate family. This leave shall not be deducted
2 from sick leave. Additional days of absence
3 beyond those described herein may be provided
4 under the terms of Personal Necessity Leave.

5 13.5.2 Members of the immediate family mean the
6 mother, father, stepmother, stepfather,
7 grandmother, grandfather, or a grandchild of the
8 employee or the spouse of the employee, and the
9 spouse, son, stepson, son-in-law, daughter,
10 stepdaughter, daughter-in-law, brother,
11 stepbrother, brother-in-law, sister, stepsister, or
12 sister-in-law of the employee, or any relative or
13 foster child living in the immediate household of the
14 employee.

15 13.5.2.1 A domestic partner may be
16 considered a member of the
17 employee's immediate family if the
18 employee and his/her domestic
19 partner register the domestic
20 partnership with the Secretary of
21 State and provide a *Declaration of*
22 *Domestic Partnership* to Personnel.

23 13.6 Judicial and Official Appearance Leave:

24 13.6.1 Judicial and Official Appearance Leave shall be
25 granted for the purposes of regularly called jury
26 duty, appearance as a witness (in court) other than
27 as a litigant, or to respond to an official order from
28 another governmental jurisdiction for reasons not
29 brought about through the connivance or
30 misconduct of the employee.

31 a. The employee seeking an Official
32 Appearance Leave shall submit a request

1 accompanied by the official order for an
2 approved absence to the immediate
3 supervisor on the next working day after
4 the individual knows he/she is to appear.
5 b. An employee shall be granted a leave of
6 absence not to exceed the duration of the
7 requirements of the official order for
8 participation and appearance.
9 c. An employee granted a leave of absence
10 under these provisions shall be granted
11 Office compensation, which when added
12 to jury or witness fees, shall not exceed
13 the employee's regular Office
14 compensation. The employee shall
15 endorse to the Office the jury or witness
16 fees checks. The Office, in turn, shall
17 issue the employee appropriate salary
18 warrants for payment of the employee's
19 salary and shall deduct normal retirement
20 and other authorized contributions.
21 d. Per diem or other travel expense shall be
22 retained by the employee.
23 e. When on jury duty, an employee shall
24 present a statement from the jury
25 commissioner or other appropriate official
26 of the court showing the time served on
27 jury duty which shall be attached to the
28 absence form. Upon completion of jury
29 duty, the employee shall return to work.

30 13.7 Personal Business Leave:

31 13.7.1 Each employee shall be entitled to one (1) day in
32 total of paid leave annually for the purpose of

1 conducting personal business. New employees
2 must be employed six (6) months before personal
3 business leave is granted. Leave under this
4 section shall be granted when the employee
5 notifies his/her supervisor in writing forty-eight
6 hours in advance.

7 13.8 General Leaves:

8 13.8.1 When no other leaves are available, a leave of
9 absence may be granted to an employee on a paid
10 or unpaid basis at any time upon any terms
11 acceptable to the Office and an employee.

12 13.9 Conference Leave:

13 13.9.1 Bargaining unit employees may request to attend
14 professional conferences or workshops related to
15 their professional responsibilities by completing
16 required forms. If granted, employees shall receive
17 transportation costs and same per diem in addition
18 to release time without loss of pay.

19 13.10 Catastrophic Leave

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

22 13.10.1 Definitions:

23 "Catastrophic illness or injury" means an illness or injury:

- 24 a. that is expected to incapacitate the receiving
25 employee for an extended period of time beyond
26 the employee's paid leave entitlement, or
- 27 b. that incapacitates a member of the receiving
28 employee's immediate family, which incapacity
29 requires the employee to take unpaid time off from
30 work for an extended period of time to care for that
31 family member, and
- 32 c. which would create a financial hardship for the

1 receiving employee if he/she were required to take
2 extended time off work because he/she has
3 exhausted all of his or her sick leave and other
4 paid time off.

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

10 13.10.2 Any employee may donate up to the current year's
11 entitlement of sick or vacation leave to another
12 member of the bargaining unit who meets the
13 criteria above.

14 13.10.2.1 To donate sick leave, a unit member
15 must retain one year's entitlement of
16 sick leave on the books.

17 13.10.2.2 A donating employee may donate a
18 minimum of eight hours of sick leave
19 or vacation hours to another
20 employee who has been deemed
21 eligible to receive this leave.

22 13.10.2.3 Donated sick leave or vacation hours
23 shall be converted for utilization on a
24 hour for hour basis meaning the
25 recipient shall be paid at his regular
26 rate of pay.

27 13.10.2.4 The Office will credit the receiving
28 employee's sick leave account with
29 one day of sick leave or vacation
30 credit from each donating employee
31 in the order in which the donation is
32 received by the Office, and will repeat

1 the process until the receiving
2 employee has received the maximum
3 amount of sick leave credit that
4 he/she needs or may accrue under
5 13.10.3. If, through the initial process
6 of deducting one day of sick leave
7 credit from each donating employee,
8 the receiving employee does not
9 receive sufficient sick leave credit,
10 the Office shall repeat the process by
11 crediting the receiving employee's
12 account with additional sick leave
13 credits from those employees who
14 wish to donate more than one day of
15 sick leave credit.

16 13.10.2.5 Employees may not revoke their
17 donation of sick leave credits.
18 Nevertheless, donated leave not
19 utilized by the recipient prior to return
20 to service shall be returned to the
21 donor.

22 13.10.3 The maximum days allowed to be utilized by one
23 employee shall not exceed their normal annual
24 work year.

25 13.10.4 Employees who are granted the use of donated
26 leave days shall be considered to be in regular
27 paid status and will continue to earn and accrue all
28 contractual and statutory benefits.

29 13.10.5 To utilize this benefit, an employee or the Office or
30 CSEA may submit a request to the County
31 Superintendent of Schools to "call for donations."

32 13.10.6 The County Superintendent of Schools will grant

1 approval of a catastrophic leave request to an
2 employee if the employee's or their family
3 member's illness or injury conforms to the definition
4 of catastrophic illness or injury set forth in this
5 section and the individual's condition is verified by
6 a physician's written statement.

7 13.10.7 If catastrophic leave has been approved for an
8 employee to care for a family member, all accrued
9 paid leave benefits and other paid time off must be
10 exhausted as personal necessity leave, prior to use
11 of catastrophic leave.

12 13.10.8 Any employee returning from catastrophic leave
13 will be reinstated to their former position.

14 13.10.9 An employee on catastrophic leave for his/her own
15 serious health condition is required to provide a
16 fitness-for-duty certificate from their physician
17 before he/she will be reinstated to employment.

18 13.11 Family Medical Leave:

19 An eligible employee shall be entitled to up to 12 work-
20 weeks (prorated for part-time employees) of unpaid leave
21 within a 12 month period for family and medical reasons
22 under the federal Family and Medical Leave Act of 1993
23 and the California Family Rights Act (collectively, "family
24 medical leave"). The following provisions shall be
25 interpreted in accordance with the statutes and regulations
26 governing family medical leave.

27 13.11.1 An employee is eligible if he or she has been
28 employed by the Office for at least 12 months and
29 has provided service at least 1250 hours over the
30 previous 12 months (normally this means a full-
31 time work year, i.e., 182 days x 7 hours = 1274
32 hours). An employee who meets this criteria is not

1 eligible, however, if there are less than 50
2 employees within 75 miles of his or her work site.

3 13.11.2 Family medical leave shall be available for the
4 following purposes:

5 a. Birth of the employee's child;
6 b. Placement of a child with the employee for
7 adoption or foster care;
8 c. Care for the employee's or domestic
9 partner's child, spouse or domestic
10 partner, or parent with a serious health
11 condition;
12 d. The employee's own serious health
13 condition that keeps the employee from
14 performing his or her job function.
15 e. Military exigency;
16 f. Military care giver leave.

17 13.11.3 Family medical leave will run concurrently with
18 other paid and unpaid leave if the reasons for the
19 leave meet the requirements of family medical
20 leave.

21 13.11.4 An employee will be required to provide medical
22 certification whenever a serious health condition of
23 the employee or his or her family member is the
24 reason for the leave. A second or third medical
25 opinion may be required regarding the employee's
26 serious health condition at the Office's expense. In
27 certain circumstances, the employee may be
28 required to provide recertification of his or her
29 serious health condition (e.g., when the duration
30 and/or need for the leave is uncertain). Failure to
31 obtain medical certification when necessary may
32 delay the granting of the leave request until such

1 certification is provided.

2 13.11.5 Where advance notice is possible, an employee
3 must provide 30 days advance written notice of the
4 need for the leave. If the need for the leave is
5 unforeseen, written notice must be given as soon
6 as possible. Failure to provide advance written
7 notice may delay the granting of the leave.

8 13.11.6 An employee taking family medical leave will
9 continue to participate in the Office provided health
10 plan under the same terms and conditions,
11 including any necessary copayments, which
12 applied prior to the first day of the employee's
13 leave. An employee who pays a portion of their
14 health benefits must continue to pay his/her portion
15 of the health benefits during the leave period. If
16 the employee fails to return from the leave for any
17 reason other than the recurrence or continuance of
18 a serious health condition, the employee will be
19 liable to the Office for premiums paid for
20 maintaining the employee's health coverage.

21 13.11.7 An employee may be required to provide periodic
22 reports of his or her status and of his or her intent
23 to return to work while on leave. Such reports may
24 be required as often as every 30 days, unless
25 otherwise specified by the employee's immediate
26 supervisor.

27 13.11.8 An employee on family leave for his or her own
28 serious health condition is required to provide a
29 fitness-for-duty certificate from his or her physician
30 before he or she will be reinstated to employment.

1 ARTICLE XIV: MEDICAL EXAMINATIONS

- 2 14.1 Examinations for tuberculosis shall be obtained by the
3 employee as required.
- 4 14.2 The Office retains the right to have a physical or mental
5 examination of any employee by an Office appointed
6 physician.
- 7 14.3 The cost of any such examination shall be borne by the
8 Office to the extent that such examination is not paid by any
9 medical insurance.

1 ARTICLE XV: JOB REPRESENTATIVES

- 2 15.1 Selection of Job Representatives:
3 CSEA reserves the right to designate the number and the
4 method of selection of Job Representatives. CSEA shall
5 notify the Office in writing of the names of the Job
6 Representatives and the group they represent. If a change
7 is made, the Office shall be advised in writing within ten
8 (10) days of any change.
- 9 15.2 Authority:
10 Job Representatives shall have the authority to file notice
11 and take action on behalf of bargaining unit employees
12 relative to rights afforded under this Agreement upon
13 written authorization of the employee.
- 14 15.3 CSEA Staff Assistance:
15 Job Representatives shall at any time be entitled to seek
16 and obtain assistance from CSEA Staff Personnel, for the
17 purpose of processing grievances and matters related
18 thereto as covered by this Agreement.

1 ARTICLE XVI: GRIEVANCE PROCEDURE

- 2 16.1 A "grievance" shall mean an alleged violation,
3 misapplication, or misinterpretation of a specific provision of
4 this Agreement which adversely affects the grievant. This
5 grievance procedure shall not be used to challenge or
6 change policies, regulation, or procedures of the Office
7 which are not included in this Agreement, nor shall the
8 grievance procedures be used for other matters for which
9 specific methods of review are provided by law, or Office
10 policies, rules, or regulations. A "grievant" is any employee
11 covered by the terms of this Agreement or the Association.
- 12 16.2 Time limits specified at each level shall be considered to be
13 maximums and every effort should be made to expedite the
14 process. The time limits may, however, be extended by
15 mutual agreement.
- 16 16.3 The filing of a grievance shall not reflect unfavorably upon
17 the grievant.
- 18 16.4 An aggrieved person shall seek a solution to his/her
19 problem through at least one informal discussion with
20 his/her immediate supervisor prior to initiating a formalized
21 grievance proceeding as described in Step 1 of 16.14.
- 22 16.5 A reasonable amount of release time shall be provided for
23 conferences and hearings related to grievances.
- 24 16.6 Preparation and investigation of grievances shall occur on
25 the employee's own time.
- 26 16.7 The filing of a grievance shall in no way interfere with the
27 right of the County Superintendent of Schools to proceed in
28 carrying out his/her management responsibilities subject to
29 the final decision of the grievance. In the event the alleged
30 grievance involves an order, requirement, or other directive,
31 the grievant shall fulfill or carry out such order, requirement,
32 or other directive, pending the final decision of the

- 1 grievance.
- 2 16.8 If the Office's authorized representative fails to answer a
3 grievance within the time limit specified in any step of the
4 grievance procedures, the grievant shall have the right to
5 appeal the grievance immediately to the next step of the
6 grievance procedure. If the grievant fails to appeal the
7 grievance within the time limit specified in any step of the
8 grievance procedure, the grievance shall be deemed
9 waived and terminated.
- 10 16.9 A conference shall be held at any level if either party
11 requests one.
- 12 16.10 An employee covered by this Agreement may present a
13 grievance directly and have such grievance adjusted
14 without intervention of the Association as long as the
15 adjustment is not inconsistent with the terms of the
16 Agreement. The Association shall be provided copies of
17 any grievances filed by employees directly and any
18 responses by the Office. Prior to the resolution of any
19 grievance, the Association shall be provided with a copy of
20 the proposed resolution for review. The Association shall
21 be given an opportunity to file a written response to the
22 proposed resolution.
- 23 16.11 The Office shall make available for testimony in connection
24 with the grievance procedure any Office employees whose
25 appearance is requested by the grievant. Any employee
26 witness required to appear in connection with this Article
27 shall suffer no loss of pay.
- 28 16.12 All materials concerning an employee's grievance shall be
29 kept in a file separate from the employee's official
30 personnel file.
- 31 16.13 A day shall be any day the Office is open for business.
- 32 16.14 Group grievances may be filed directly at Step 3.

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

8 FORMAL LEVEL
9 Step 1. The grievance shall be presented in writing to the
10 employee's immediate supervisor within ten (10) days of
11 the occurrence giving rise to the grievance or within ten (10)
12 days of when the grievant should have reasonably known of
13 the occurrence. A copy of the grievance shall be filed with
14 the Human Resources office. The supervisor shall reply in
15 writing within ten (10) days thereafter after consultation with
16 the Assistant Superintendent, Human Resources.

17 Step 2. If the grievant is not satisfied with the reply in Step
18 1, within five (5) working days after such reply, the
19 grievance shall be presented in writing to the appropriate
20 Administrator or Assistant Superintendent. A copy shall be
21 filed with the Personnel Office. The Administrator or
22 Assistant Superintendent shall reply in writing within five (5)
23 working days thereafter after consultation with the Assistant
24 Superintendent, Human Resources.

25 Step 3. If the grievant is not satisfied with the decision at
26 Step 2, the employee may, within five (5) days, appeal the
27 decision to the County Superintendent of Schools. This
28 written appeal statement shall include a copy of the original
29 grievance, the appeals, and the decision rendered at
30 previous levels, and a clear, concise statement of the
31 reasons for the appeal.

32 16.15 If, upon review, the County Superintendent of Schools

1 determines that he/she is unable to render a determination
2 on the record, he/she may reopen the record for the taking
3 of additional evidence prior to rendering his/her decision
4 which shall be in writing. This is the final administrative
5 review of the grievance procedure.

6 16.16 The employee shall have the right to have a CSEA
7 Representative present at each level of the grievance
8 procedure.

1 ARTICLE XVII: LAYOFF, RE-EMPLOYMENT AND REDUCTION

2 OF HOURS

3 17.1 Classified employees shall be subject to layoff for lack of
4 work or lack of funds. Whenever a classified employee is
5 laid off, seniority within the class shall be determined by
6 length of service. The employee who has been employed
7 the shortest time in that classification plus any higher range
8 classes, shall be laid off first. Re-employment shall be in
9 the reverse order of layoff. If it becomes necessary for the
10 Office to terminate the employment of any employee
11 because of a reduction in the work force, lack of funds, or
12 other involuntary reasons, layoff procedures will be followed
13 and 45 calendar days notice shall be given the employee.
14 A termination interview with the Human Resources
15 department may be scheduled during normal work hours.

16 17.2 The termination date of an employee will be the last actual
17 working day.

18 17.2.1 Layoff Procedures

- 19 a. "Layoff" means a separation from the
20 service because of lack of funds,
21 abolishment of position for lack of work, or
22 other involuntary reasons not reflecting
23 discredit on an employee.
- 24 b. Whenever, because of lack of work or lack
25 of funds, it becomes necessary to layoff
26 permanent and/or probationary
27 employees, such layoffs shall be
28 conducted in accordance with procedures
29 set forth in Education Code Sections
30 45298 and 45308. The names of
31 employees laid off shall be placed on re-
32 employment lists in the reverse order of

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- layoff and such eligibility shall continue for
39 months from the date of layoff.
- c. No permanent or probationary classified
employee shall be laid off from any
position while employees serving under
emergency, provisional, or short-term
employment are retained in positions of
the same class.
- d. A short-term employee may be separated
at the completion of an assignment without
regard to the procedures set forth in this
Article.
- e. Probationary and permanent employees
shall be notified in writing at least 45
calendar days prior to the date of layoff
and the notice shall contain the reason
therefor.
- f. In lieu of being laid off, an employee may
elect demotion to any class with the same
or lower maximum salary in which he/she
had previously served under permanent or
probationary status.
1. To be considered for demotion in lieu
of layoff, an employee must notify the
Assistant Superintendent, Human
Resources in writing of such election
not later than ten (10) calendar days
after receiving notice of layoff.
 2. Any employee replaced by such
demotion has the same option of
demotion afforded by this rule as if a
position had been abolished or

1 discontinued.

2 3. Any employee demoted pursuant to

3 this rule shall receive the maximum

4 of the salary range in the class to

5 which demoted provided that such

6 salary is not greater than the salary

7 he/she received in the higher

8 classification at the time of demotion.

9 4. In all cases where employees accept

10 demotion in lieu of layoff, their names shall

11 be placed on re-employment lists for the

12 classes from which they were demoted.

13 5. All service in the classification plus higher

14 classifications in the line of promotion shall

15 count as seniority within the classification.

16 Seniority shall be based on the

17 employee's date of hire rather than the

18 number of hours worked.

19 6. An employee on a re-employment list may

20 decline one offer of re-employment in

21 former class and status. After one refusal,

22 if the employee accepts re-employment,

23 the employee must report to work within

24 ten (10) working days.

25 7. Refusal of an offer of short-term or limited

26 part-time employment shall not affect the

27 standing of any employee on a layoff list.

28 8. Employees on re-employment lists shall

29 be eligible to compete in promotional

30 examinations for which they qualify.

31 17.3 The decision and effects of any reduction in assigned time

32 shall be accomplished through negotiations and in

1 accordance with this Article.

2 17.4 Effective July 1, 1998, seniority will be based upon date of

3 hire. The Office will create a new seniority list. Current

4 employees will be placed on the seniority list based upon

5 their current hours in paid status as of June 30, 1998. If

6 there is a tie, a lot draw will be held to determine seniority.

7 Future employees will be added to the seniority list based

8 upon their date of hire. Future employees in the same

9 classification who are hired on the same date shall lot draw

10 at the time of orientation to determine placement on the

11 seniority list.

1 ARTICLE XVIII: DISCIPLINARY ACTION

2 18.1 Exclusive Procedure

3 Discipline may be imposed on permanent employees in the
4 bargaining units only for just cause. Disciplinary action is
5 defined as dismissal, suspension, demotion, reprimand, or
6 reassignment other than as stated in the Article on
7 Transfer. No disciplinary action shall be taken for any
8 cause which arose prior to the employee's becoming
9 permanent, unless such cause was concealed or not
10 disclosed by such employee when it should have been
11 reasonably assumed that the employee should have
12 disclosed the facts to the Office. Probationary employees
13 serve at the pleasure of the County Superintendent of
14 Schools and are terminable at will. Article XVIII of this
15 Agreement is not applicable to probationary employees.

16 18.2 When the Office seeks the imposition of any disciplinary
17 action, notice of such discipline shall be made in writing and
18 served in person or by certified mail upon the employee.

19 The notice shall include:

20 18.2.1 A statement of the proposed disciplinary action and
21 its effective date.

22 18.2.2 A statement of the cause or causes for such action.

23 A copy of any notice of discipline shall be delivered
24 to CSEA..

25 18.2.3 A statement of the specific acts or omissions upon
26 which the causes are based.

27 18.2.4 A statement that the materials upon which the
28 proposed action is based are attached or available
29 for inspection upon request.

30 18.2.5 A statement of the right to respond, orally and/or in
31 writing prior to the effective date of discipline at an
32 informal meeting (Skelly), a statement that the

1 employee may be assisted in his/her response by a
2 representative of his/her own choosing and a
3 statement that any response will be considered
4 prior to the finalization of the proposed discipline.

5 18.3 Informal Meeting (Skelly)

6 18.3.1 An informal (Skelly) meeting will be scheduled with
7 the employee prior to the effective date of
8 discipline to receive any relevant information the
9 employee wishes to present. All information
10 submitted by the employee in response to the
11 charges shall be carefully considered before the
12 recommendation for disciplinary action is finalized.

13 18.3.2 If an employee does not attend the scheduled
14 informal (Skelly) meeting or submit a response
15 prior to the effective date of discipline, he/she shall
16 be deemed to have waived that right, and the
17 County Superintendent may impose the discipline
18 as of the effective date. The employee shall be
19 given notice of his/her right to a hearing.

20 18.4 Appeal Procedure

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

32 18.5 Hearing

1 If a hearing is requested by the employee, the hearing shall
2 be held at the earliest possible date, taking into
3 consideration the established schedule of the County
4 Superintendent or hearing officer and the availability of
5 counsel and witnesses. All hearings shall be heard by a
6 hearing officer except in those cases where the County
7 Superintendent determines to hear the appeal
8 himself/herself. If the appeal is heard by the County
9 Superintendent, he/she shall affirm, modify or revoke the
10 recommended disciplinary action. If the appeal is heard by
11 a hearing officer, he/she shall prepare a proposed decision
12 which will be provided to the County Superintendent. The
13 County Superintendent shall affirm, modify or reject the
14 proposed disciplinary action. The decision of the County
15 Superintendent shall be final.

16 18.6 Emergency Suspension:

17 18.6.1 If the employee's presence presents a clear and
18 present danger to the life, safety, health or property
19 of any student, employee, him/herself, or members
20 of the public, or causes a disruption of County
21 Office activities or affairs as determined by the
22 Office, the Office may immediately suspend the
23 employee from duty with pay for ten (10) workdays.
24 During the ten (10) workdays, the Office shall serve
25 notice and a statement of facts upon the employee
26 who shall be entitled to respond to the factual
27 contentions supporting the emergency. The
28 suspension shall continue unless and until the
29 employee established that such emergency
30 suspension is not necessary or the final disciplinary
31 action is imposed.

32 18.6.2 In cases where the Office has determined that a

1 permanent classified employee should be
2 dismissed or suspended without pay, and that
3 continuation of the employee in active duty status
4 would not be advisable during the time the
5 proceedings are pending (e.g., danger to the life,
6 safety, health or any property of any student,
7 employee, him/herself, or members of the public,
8 disruptive to County Office activities or affairs, or in
9 the best interest of the Office), the Assistant
10 Superintendent, Human Resources, or designee,
11 may order the employee immediately suspended
12 from his/her duties without pay after the informal
13 (Skelly) meeting and following execution of the
14 Notice of Charges. The determination by the
15 Assistant Superintendent, Human Resources, or
16 designee that it would not be advisable to keep the
17 employee on active duty status during the time the
18 discipline proceedings are pending, and that the
19 employee should be suspended without pay, is
20 final.

21 18.6.3 In any action to suspend without pay for ten (10)
22 working days or less, the Office shall serve notice
23 and a statement of facts upon the employee. The
24 notice shall include a statement of the right to
25 respond to the charges, orally and/or in writing at
26 an informal (Skelly) meeting. The notice shall
27 include the time within which the response must be
28 received, and the employee shall be deemed to
29 have waived this right if he/she fails to submit a
30 response or within the required time. The
31 employee may be assisted in his/her response by a
32 representative of his/her own choosing. An

1 employee who is suspended for ten (10) days or
2 less shall not have the right to appeal by way of a
3 hearing before the County Superintendent.

4 18.4 Appeal Procedure:

5 When a notice of disciplinary action has been served on a
6 bargaining unit employee, he/she shall have the right to an
7 informal hearing with the administrator who has signed the
8 statement of charges or his/her designee. If the employee
9 is not satisfied with the decision resulting from that informal
10 hearing, the employee may elect to appeal to the County
11 Superintendent of Schools. A meeting shall be scheduled,
12 not less than ten (10) days after presentation of such
13 appeal. At this meeting, the Office and the employee may
14 present testimony, witness, and any other materials and
15 also be represented by his/her representative. The County
16 Superintendent of Schools shall, within fifteen (15) work
17 days of such hearing, deliver to the employee and his/her
18 representative his/her decision in writing.

19 18.5 Disciplinary Settlements:

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

1 ARTICLE XIX: RECLASSIFICATION

2 19.1 Definition:

3 Reclassification shall mean the redefining of a position to
4 account for changes in duties, responsibilities or work that
5 alters the nature of the classification of the position.

6 19.2 Filing Period for Reclassification:

7 All requests for reclassifications shall be filed no sooner
8 than March 1 and no later than April 1 of each year. All
9 requests will be negotiated and results will normally be
10 finalized by June 30 of the year received.

11 19.3 Procedures for Request:

12 19.3.1 Request application packet for reclassification from
13 Human Resources or CSEA.

14 19.3.2 Submit one (1) completed application packet to
15 Human Resources and one (1) copy to the CSEA
16 president.

17 19.4 Salary Placement

18 Negotiated and approved reclassification requests shall
19 normally take effect July 1 of the year received.

20 19.5 Notification

21 The applicant will receive written notification of the results
22 regarding the request for reclassification within five (5) days
23 following the completion of negotiations.

24 19.6 Salary Adjustments

25 Requests for any salary adjustments, other than
26 reclassification, shall be submitted to CSEA during the
27 month of February for research and possible inclusion
28 during regular contract re-openers. Contact the CSEA
29 president for an application for a salary adjustment.

1 ARTICLE XX: TRANSFERS, PROMOTIONS, VACANCIES

2 20.1 Definitions:

3 20.1.1 The term "transfer" shall mean a Unit Member is
4 relocated from one site or program to a different
5 site or program within the same job classification
6 and the same range. A transfer may be Unit
7 Member initiated or Employer initiated.

8 a. Voluntary Transfer - May be initiated by
9 either the Employee or Employer with the
10 consent of the Employee.

11 b. Involuntary Transfer - Initiated by the
12 Employer without the consent of the
13 Employee.

14 20.1.2 The term "vacancy" shall be defined as an opening
15 which remains funded, resulting from the
16 resignation, retirement, death, promotion or
17 termination of an employee, or the creation of a
18 "new position."

19 20.1.3 The term "new position" shall apply to any new
20 position that has been deemed necessary, and
21 which is funded and unfilled making it subject to
22 Unit Member requests for Transfer and Promotion
23 consideration.

24 20.1.4 The term "promotion" shall mean a change in
25 assignment from one classification to another
26 classification at a higher salary range.

27 20.2 Transfer Criteria:

28 20.2.1 Whenever a transfer is being considered, voluntary
29 or involuntary, it will be reviewed and assessed by
30 administration based on the following:

31 a. When the Employer or his/her designee
32 believes a transfer of a Unit Member to be

1 in the operational interests of the County
2 Superintendent;

3 b. Possession of the minimum qualifications
4 required on the job description for the
5 specific position to which the transfer is
6 sought;

7 c. Previous satisfactory written evaluations;
8 and

9 d. Unit Member preference and seniority.

10 20.3 Voluntary Transfers:

11 20.3.1 Voluntary Transfers will be given due consideration
12 based exclusively on the legitimate educational
13 needs of the County Office and shall not be denied
14 arbitrarily, capriciously, or without a basis in
15 educational need.

16 20.3.2 Unit Members may initiate their own transfer by
17 submitting an Employer-generated Transfer
18 Request Form to the Human Resources
19 Department during regular office hours.

20 20.3.3 The Transfer Request Form may be submitted in
21 response to a particular opening that has been
22 posted in the County Office, or for purposes of
23 receiving consideration for vacancies as they
24 occur.

25 20.3.4 All Transfer Request Forms received shall be kept
26 on file in the Human Resources Department until
27 June 1st of each school year.

28 20.3.5 Unit Members who have applied and are qualified
29 for a vacant position will be considered for the
30 position prior to the employment of anyone outside
31 the County Office.

32 20.3.6 A Unit Member may request a meeting with their

1 supervisor and the Assistant Superintendent or
2 his/her designee should they not receive a
3 requested voluntary transfer.

4 20.4 Involuntary Transfers:

5 20.4.1 Involuntary Transfers shall be based exclusively on
6 the legitimate educational needs of the County
7 Office and shall not be made arbitrarily,
8 capriciously, or without a basis in educational
9 need.

10 20.4.2 Involuntary Transfers shall be made for the
11 following reasons:

12 a. Based on needs of the program or County
13 Office;

14 b. Operational necessity, balancing the
15 workload and the improvement of
16 efficiency;

17 c. Placement of personnel commencing or
18 returning from leaves;

19 d. Change of location of the program.

20 20.4.3 Involuntary Transfers shall not occur with less than
21 a one (1) week written notice to the affected Unit
22 Member. The affected Unit Member may request a
23 conference with their supervisor and Assistant
24 Superintendent or his/her designee to discuss the
25 reasons(s) for the Involuntary Transfer.

26 20.4.4 An Involuntary Transfer shall be made without
27 change in salary range, anniversary date,
28 accumulated illness leave, accumulated vacation
29 credit, or in any other manner reflect adversely
30 upon the monetary rights of the employee.

31 20.5 Medical Transfers:

32 20.5.1 The County Office may give available alternate

1 work when the same is available to a Unit Member
2 who is medically unable to satisfactorily perform
3 his/her regular job classification duties pursuant to
4 the federal Americans with Disabilities Act (ADA).
5 The alternate work may involve a demotion or
6 lateral transfer for which the Unit Member is
7 deemed qualified by the County Office, but it shall
8 be assigned only by mutual agreement with the
9 County Office, CSEA, and the Unit Member.

10 20.6 Promotions:

11 20.6.1 Any Unit Member may make application and be
12 considered for a vacant open position which is
13 promotional, if they possess the specified minimum
14 requirements of the job description.

15 20.6.2 When a Unit Member has applied for the promotion
16 and was not selected to fill the vacancy, the Unit
17 Member may request to meet with a Human
18 Resources' designee to review the Unit Member's
19 qualifications, potential methods of skills
20 improvement and to discuss the reason(s) why the
21 Unit Member was not selected for the promotion.
22 The designee shall not disclose confidential
23 information by individual panel members or of other
24 candidates.

25 20.6.3 A Unit Member that is promoted will be evaluated
26 at the fifth and ninth months. If the Unit Member is
27 not successful in the new classification, the Unit
28 Member will be placed back into the classification
29 from which the Unit Member was promoted.

30 20.7 Announcement of Vacancies:

31 20.7.1 All Vacancy Notices of classified bargaining Unit
32 Member positions shall be posted and distributed

1 as follows:
2 20.7.1.1 Notice of all job vacancies shall be
3 posted on bulletin boards in
4 prominent locations at each County
5 Office job site.
6 20.7.1.2 The job vacancy notice shall remain
7 posted for a period of six (6) working
8 days, during which time employees
9 may file for the vacancy.
10 20.7.1.3 If an employee is on leave or layoff,
11 he/she will be sent a copy of the
12 notice of vacancy on the date the
13 position is posted via mail or email.
14 20.7.1.4 The job vacancy notice shall include:
15 the job title, a brief description of the
16 position and duties, the minimum
17 qualifications required of the position,
18 the assigned job site, the number of
19 hours per day, regular assigned work
20 shift times, days per week, and
21 months per year assigned to the
22 position, the salary wage, any tests
23 required, and the deadline for filing to
24 fill the vacancy.
25 20.7.1.5 All Unit Members meeting the job
26 specifications as announced, who
27 complete the Transfer Request Form,
28 shall be considered for the position;
29 however, the final selection shall be
30 in the sole discretion of the Employer.

1 ARTICLE XXI: SAFETY
2 21.1 Office Compliance:
3 The Office shall make every reasonable effort to conform to
4 and comply with all health, safety and sanitation
5 requirements imposed by State or Federal law or
6 regulations adopted under State or Federal law.
7 21.1.1 All employees shall report unsafe conditions to
8 their supervisor and the Office's Safety Committee.

1 ARTICLE XXII: MANAGEMENT RIGHTS

2 22.1 The County Superintendent of Schools retains solely and
3 exclusively, all rights, powers and authority exercised or
4 had by him/her prior to the execution of this Agreement
5 except as expressly limited by specific provisions of this
6 Agreement. Without limiting the generality of the forgoing,
7 the right, powers, and authority retained solely and
8 exclusively by the County Superintendent of Schools and
9 not abridged herein include, but are not limited to, the
10 following: To manage and direct its operations and its
11 personnel; to determine the overall goals, objectives, and
12 educational philosophy of its programs and operations; to
13 insure the rights and the educational opportunities of its
14 students; to subcontract; to discontinue work for economic
15 or operational reasons; to increase or decrease the work
16 force and determine the number and kinds of employees
17 and facilities needed; to hire, assign, evaluate, transfer,
18 promote, suspend, and terminate its personnel; to
19 determine its curriculum; to determine, develop, and
20 implement its budget and the procedures therefore; to
21 determine the means, personnel and places of providing
22 services; and to take any action on any matter in the event
23 of an emergency.

24 22.2 All current and future policies, rules and regulations of the
25 County Superintendent of Schools not directly in conflict
26 with this Agreement shall remain in full force and effect,
27 provided that this reference to such policies, rules and
28 regulations, shall not be deemed to make such matters
29 subject to the Grievance Article of this Agreement.

30 22.3 Nothing in this Article shall be construed to limit, amend,
31 decrease, revoke or otherwise modify the rights and powers
32 vested in the County Superintendent of Schools to adopt,

1 amend or rescind such policies, rules and regulations not
2 expressly stated in this Agreement, or that would have the
3 effect of altering this Agreement, or any other powers
4 vested in the County Superintendent of Schools by the
5 California Education Code, by other laws regulating,
6 authorizing, or empowering the County Superintendent of
7 Schools to act or refrain from acting.

1 ARTICLE XXIII: CONCERTED ACTIVITIES

2 23.1 The Association, its agent, and the employees it represents,
3 agree that there shall be no work stoppage or any
4 interference with the operations of the Office for any reason
5 whatever during the term of this Agreement.

6 23.2 The Association agrees to actively and affirmatively advise
7 and direct in writing any employee or employees engaging
8 in any form of work stoppage or advocating any form of
9 work stoppage to cease such action immediately. A copy of
10 this directive shall be sent to the County Superintendent of
11 Schools.

12 23.3 The Association, its agent, and the employees represented
13 by it further understand and agree that there shall be no
14 stoppage of work in sympathy of another group of
15 employees or an employee organization.

16 23.4 There shall be no lockout of employees in the unit for the
17 term of the Agreement.

1 ARTICLE XXIV: NEGOTIATIONS

2 24.1 Prior to the termination of the contract, CSEA shall present
3 its new contract proposals to the County Superintendent of
4 Schools. Both parties agree to comply with the provisions
5 of the Rodda Act and subsequent rules and regulations
6 promulgated by the PERB pertinent to the conduct of
7 negotiations.

8 24.2 Commencement of Negotiations:

9 After satisfaction of the public notice requirement,
10 negotiations shall commence at a mutually acceptable time
11 and place for the purpose of considering changes in this
12 Agreement.

13 24.3 Release Time:

14 The Association shall have the right to designate up to six
15 (6) employees, who shall be given reasonable release time
16 to participate in negotiations.

1 ARTICLE XXV: CHOICES After School Consortium Program
2 25.1 Classification and Hours Worked
3 25.1.1 The positions of After School Program Leader -
4 CHOICES and After School Site Coordinator II -
5 CHOICES in the After School Consortium Program
6 are grant-funded and are contingent upon the
7 availability of grant-funded monies.
8 25.1.2 The positions of After School Program Leader -
9 CHOICES, After School Site Coordinator I -
10 CHOICES, After School Site Coordinator II -
11 CHOICES, and After School Academic Coach are
12 part-time. An After School Program Leader I and II
13 will work 3.5 hours per day for 180 days. An After
14 School Site Coordinator will work 4.5 hours per day
15 for 182 days. An After School Academic Coach will
16 work 3 hours per day for 180 days.
17 25.1.3 After School Program Leaders, ~~and Site~~
18 Coordinators **and Academic Coaches** will be
19 required to attend an additional ten (10) days of
20 training per year in order to continue in his/her
21 employment.
22 25.2 Salary
23 25.2.1 The hourly rate used to compute the salary for an
24 After School Program Leader is \$11.00.
25 25.2.2 The hourly rate used to compute the salary for an
26 After School Site Coordinator I is \$13.50 and an
27 After School Site Coordinator II is \$16.00.
28 25.2.3 The hourly rate used to compute the salary for an
29 After School Academic Coach is \$14.00
30 25.2.4 There will be no changes in hourly rate from one
31 year to another, unless additional money is given to
32 the program by the State of California for that

1 purpose. Any change in hourly rate will be
2 negotiated with CSEA.
3 25.2.5 After School Consortium Program employees are
4 not eligible to receive longevity stipends.
5 25.3 Compensation and Payroll
6 25.3.1 After School Consortium Program employees will be
7 paid per calendar established by the Office. After
8 School Program Leaders will have a 180 day work
9 calendar. After School Site Coordinators I and II will
10 have a 182 day work calendar. After School
11 Academic Coaches will have a 180-day work
12 calendar.
13 25.3.2 In addition to their calendar work days, After School
14 Consortium Program employees will also be paid for
15 the following ten (10) holidays: Labor Day,
16 Veteran's Day, Thanksgiving Day, the Friday
17 following Thanksgiving, Christmas Day, New Year's
18 Day, Dr. Martin Luther King, Jr. Day, Lincoln's
19 Birthday, Washington's Birthday, and Memorial Day.
20 25.3.3 In addition to their calendar work days, After School
21 Consortium Program employees will also be paid for
22 vacation days that they would have earned. For
23 employees who work fewer than 35 hours a week,
24 regardless of the number of hours or days worked
25 per week, the vacation compensation shall be
26 computed at the rate of .03846 for each hour the
27 employee is in paid status, not including overtime.
28 25.3.4 If an After School Consortium Program employee is
29 terminated and had been paid vacation days or
30 holidays which were not yet earned at the time of
31 termination of his/her services, the Office shall
32 deduct from the employee's final check, the full

1 amount of salary which was paid for such unearned
2 days of vacation or holidays.

3 25.3.5 After School Consortium Program employees will be
4 paid once per month payable on or before the last
5 working day of the month. If the normal pay date
6 falls on a holiday, the paycheck shall be issued on
7 the preceding workday.

8 25.3.6 Any payroll resulting in insufficient payment for an
9 employee in the After School Consortium Program
10 shall be corrected, and a supplemental check
11 issued, not later than five (5) working days after the
12 employee provides notice to Human Resources.

13 25.3.7 An After School Consortium Program employee who
14 must complete the required training each year to
15 continue his/her employment, will complete a time
16 sheet for the required training for the program, and
17 will be paid at his/her hourly rate of pay.

18 25.4 Benefits

19 25.4.1 After School Consortium Program employees who
20 are assigned at least four (4) but less than five (5)
21 hours per day five (5) days per week shall be
22 entitled to 57% payment by the Office of the cost of
23 employee and dependent health, dental and vision
24 and prescription insurance.

25 25.4.2 Payment of any additional portion of any premium
26 required providing such coverage for such
27 employees or for such employee's dependents
28 ("The difference") shall be the sole responsibility of
29 the individual employee, and, upon receipt by the
30 Office of proper authorization, such payment shall
31 be accomplished by payroll deduction. An After
32 School Consortium Program employee who does

1 not pay the difference required to provide such
2 coverage shall not be eligible to receive health,
3 dental, vision and prescription insurance coverage
4 as provided herein.

5 25.4.3 After School Consortium Program employees who
6 are assigned less than four (4) hours per day five (5)
7 days per week are not eligible to receive health,
8 dental, vision and prescription insurance coverage.

9 25.4.4 After School Program employees not covered by
10 CalPERS will be provided the SISC alternative
11 retirement plan.

12 25.5 Leaves of Absence

13 25.5.1 Sick Leave

14 After School Consortium Program employees shall
15 once a year be credited with a total of not less than
16 one hundred (100) working days of paid sick leave,
17 including days to which he/she is entitled under
18 Education Code Section 45191. When such
19 employee is absent from his/her duties on account
20 of his/her own illness or accident for a period of one
21 hundred (100) working days or less, whether or not
22 the absence arises out of or in the course of
23 employment of the employee, the employee shall be
24 compensated at not less than fifty percent (50%) of
25 the employee's regular salary. Employees will use
26 accumulated sick leave to receive full pay for
27 absences charged to sick leave. Upon exhaustion
28 of accumulated sick leave, employees will be paid
29 50% of their salary for the remainder of the one
30 hundred (100) days. The paid sick leave authorized
31 under this section shall be exclusive of any other
32 paid leave, holidays, vacation or compensating time

1 to which the employee may be entitled. This leave
2 is not cumulative. An employee who does not
3 complete a given year of service shall be charged
4 for any unearned sick leave used as of the date of
5 termination.

6 25.5.1.1 Sick Leave utilization shall be for physical
7 and mental disability absences which are
8 medically necessary and caused by
9 illness, injury, maternity disability or
10 quarantine.

11 25.5.1.2 After School Consortium Program
12 employees shall be entitled to 10 days of
13 sick leave.

14 25.5.1.3 After School Consortium Program
15 employees, upon initial employment,
16 shall be eligible to take not more than six
17 (6) days, or the proportionate amount of
18 sick leave to which they are entitled, until
19 the first day of the calendar month
20 following six (6) months of service.

21 25.5.1.4 The Office reserves the right to require
22 verification of any period of leave taken
23 because of illness or injury upon probable
24 cause for such verification.

25 25.5.1.5 An After School Consortium employee
26 who does not complete a given year of
27 service shall be charged for any
28 unearned sick leave as granted in
29 25.5.1.2 used as of the date of
30 termination.

31 25.5.2 Personal Necessity Leave

1 25.5.2.1 Personal Necessity Leave may be
2 utilized for circumstances which are
3 serious in nature and cannot be expected
4 to be disregarded, which necessitates
5 immediate attention and cannot be dealt
6 with during off-duty hours.

7 25.5.2.2 An After School Program Consortium
8 employee may not use more than seven
9 (7) days per year of accumulated sick
10 leave for purposes of approved Personal
11 Necessity Leave.

12 25.5.2.3 An After School Program Consortium
13 employee shall submit a request for
14 Personal Necessity Leave approval to
15 his/her immediate supervisor, normally
16 not less than three (3) working days
17 prior to the beginning date of the leave.

18 25.5.2.4 When prior approval is not required, an
19 After School Consortium Program
20 employee shall make every reasonable
21 effort to comply with Office procedures
22 designed to secure substitutes and shall
23 notify the immediate supervisor of the
24 expected duration of the absence.

25 25.5.2.5 Personal Necessity may be used for:
26 (1) Death of a member of the
27 employee's immediate family
28 when additional leave is required
29 beyond that provided in Section
30 26.5.3 of this Article. Immediate
31 family is defined in Section
32 26.5.3.1.

- 1 (2) Illness of a member of the
2 employee's immediate family.
- 3 (3) Accident involving an employee's
4 person or property, or the person
5 or property of a member of his/her
6 immediate family.
- 7 (4) Appearance in any court or before
8 any administrative tribunal as a
9 litigant, party or witness under
10 subpoena or any order made with
11 jurisdiction.
- 12 (5) To attend parent conferences.
- 13 (6) Such other reasons approved by
14 the Office.
- 15 Prior approval shall not apply to items
16 1-4 listed above.
- 17 25.5.3 Bereavement Leave
- 18 25.5.3.1 After School Consortium Program
19 employees shall be entitled to three (3)
20 days of bereavement leave, or five (5)
21 days if travel of more than 200 miles, one
22 way, is involved on account of the death of
23 any member of his/her immediate family.
24 Immediate family is defined as the mother,
25 father, stepmother, stepfather,
26 grandmother, grandfather, or grandchild of
27 the employee or of the spouse of the
28 employee, and the spouse, son, stepson,
29 son-in-law, daughter, stepdaughter,
30 daughter-in-law, brother, stepbrother,
31 brother-in-law, sister, stepsister, or sister-
32 in-law of the employee, or any relative

- 1 living in the immediate household of the
2 employee.
- 3 25.5.4 Industrial Accident and Illness Leave
- 4
- 5
- 6 25.5.4.1 Effective October 1, 2009, upon completion
7 of one year of service with the Office, an
8 employee shall be eligible for and entitled to
9 sixty (60) days of non-cumulative industrial
10 accident or illness leave per year
11 (Education Code Section 45192).
- 12 25.5.4.2 Industrial Accident and Illness Leave shall
13 be granted for illness or injury incurred
14 within the course and scope of an eligible
15 employee's assigned duties. An After
16 School Consortium Program employee who
17 has sustained a job-related injury shall
18 report the injury on an Office approved
19 accident form to the immediate supervisor
20 as soon as practicable. An After School
21 Consortium Program employee shall report
22 any illness, in writing, to the immediate
23 supervisor within twenty-four (24) hours of
24 knowledge that the illness is an alleged
25 industrial illness.
- 26 Requirements for such leave shall be:
- 27 a. Allowable leave shall be for not more
28 than sixty (60) days during which the
29 schools of the Office are required to be
30 in session or when the employee would
31 otherwise have been performing work

1 for the Office in any one (1) fiscal year
2 for the same accident.
3 b. Allowable leave shall not be
4 accumulated from year to year.
5 c. Industrial Accident or Illness Leave shall
6 commence on the first day of absence.
7 d. When a person employed in the After
8 School Consortium Program position is
9 absent from his/her duties on account of
10 an industrial accident or illness, he/she
11 shall be paid such portion of the salary
12 due him/her for any month in which the
13 absence occurs as will result in a
14 payment to him/her of not more than
15 his/her full salary.
16 e. Industrial Accident or Illness Leave shall
17 be reduced by one (1) day for each day
18 of authorized absence regardless of a
19 temporary disability indemnity award.
20 f. When an Industrial Accident or Illness
21 Leave overlaps into the next fiscal year,
22 the After School Consortium Program
23 employee shall be entitled to only the
24 amount of unused leave due him/her for
25 the same illness or injury.
26 g. During any paid leave of absence, the
27 After School Consortium Program
28 employee shall endorse to the Office the
29 temporary disability indemnity checks
30 received on account of his/her industrial
31 accident or illness. The Office, in turn,
32 shall issue the employee appropriate

1 salary warrants for payment of the
2 employee's salary and shall deduct
3 normal retirement and other authorized
4 contributions.
5 h. An After School Consortium Program
6 employee shall be permitted to return to
7 service after an industrial accident or
8 illness only upon the presentation of a
9 release from the authorized Worker's
10 Compensation physician certifying the
11 employee's ability to return to the
12 position classification without restrictions
13 or detriment to the employee's physical
14 and emotional well-being.
15 25.5.5 Judicial and Official Appearance Leave
16 25.5.5.1 Judicial and Official Appearance Leave
17 shall be granted for the purposes of
18 regularly called jury duty, appearance as
19 a witness (in court) other than as a
20 litigant or to respond to an official order
21 from another governmental jurisdiction
22 for reasons not brought about through
23 the connivance or misconduct of the
24 employee.
25 a. The After School Consortium Program
26 employee seeking an Official
27 Appearance Leave shall submit a
28 request accompanied by the official
29 order for an approved absence to
30 his/her immediate supervisor on the next
31 working day after the individual knows
32 he/she is to appear.

1 b. An After School Consortium Program 1
 2 employee shall be granted a leave of 2
 3 absence not to exceed the duration of 3
 4 the requirements of the official order for 4
 5 participation and appearance. 5
 6 c. An After School Consortium Program 6
 7 employee granted a leave of absence 7
 8 under these provisions shall be granted 8
 9 Office compensation, which when added 9
 10 to jury or witness fees, shall not exceed 10
 11 the employee's regular Office 11
 12 compensation. The employee shall 12
 13 endorse to the Office the jury or witness 13
 14 fees checks. The Office, in turn, shall 14
 15 issue the employee appropriate salary 15
 16 warrants for payment of the employee's 16
 17 salary and shall deduct normal 17
 18 retirement and other authorized 18
 19 contributions. 19
 20 d. Per diem or other travel expenses shall 20
 21 be retained by the After School 21
 22 Consortium Program employee. 22
 23 e. Upon completion of duty, the After 23
 24 School Consortium Program employee 24
 25 shall have the secretary to the court 25
 26 complete a notice of duty termination 26
 27 and return to duty. 27
 28 25.5.6 General Leaves 28
 29 25.5.6.1 When no other leaves are available, a 29
 30 leave of absence may be granted to an 30
 31 After School Consortium Program 31
 32 employee on an unpaid basis upon any 32

1 terms acceptable by the Office and the 1
 2 employee. 2
 3 26.5.7 Layoff Procedures 3
 4 26.5.7.1 If it becomes necessary for the Office to 4
 5 terminate the employment of an 5
 6 employee in the After School 6
 7 Consortium Program because of a 7
 8 reduction in the work force, lack of 8
 9 funds, or other involuntary reasons, 9
 10 layoff procedures will be followed and 10
 11 45 calendar days notice shall be given 11
 12 the employee. The termination date of 12
 13 an employee will be the last actual 13
 14 working day. 14
 15 25.5.7.2 After School Consortium Program 15
 16 employees shall be laid off and recalled 16
 17 according to seniority within the district 17
 18 where the employee is assigned. 18
 19 25.5.7.3 Seniority within class shall be 19
 20 determined by the date the After School 20
 21 Consortium Program employee was 21
 22 assigned to the class and district. 22
 23 Employees in the class at the district 23
 24 shall lot draw at the time of orientation 24
 25 to determine placement on the seniority 25
 26 list. 26
 27 25.5.7.4 Human Resources shall maintain a 27
 28 layoff list and, unless recalled, an After 28
 29 School Consortium Program employee 29
 30 laid off shall remain on the re- 30
 31 employment list for a period of 39- 31
 32 months. 32

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25.5.7.5 An employee in the After School Consortium Program on a re-employment list may decline one offer of re-employment in their former class and site. After one refusal, if the employee accepts re-employment, the employee must report to work within ten (10) working days.

25.5.7.6 If an After School Consortium Program employee declines the second offer of employment, the employee shall be removed from the 39-month re-employment list.

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ARTICLE XXVI: APPLICATION

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

1 ARTICLE XXVII: DEFINITIONS

2 27.1 Office

3 "Office" as used in this Agreement shall be deemed to
4 include the Office of Education as an entity, the County
5 Board of Education, the County Superintendent of
6 Schools, and all other members of the Office of
7 Education Management, including management at the
8 level of the school site.

9 27.2 Employee

10 "Employee" as used in this Agreement means an
11 employee in the bargaining unit as described in the
12 Article on Recognition.

13 27.3 Work Day

14 "Work Day" is a day when the central administration
15 office is open to the public.

1 ARTICLE XXVIII: SAVINGS

2 28.1 In the event that any provisions of the Agreement shall
3 at any time be declared invalid by final order of the
4 Public Employment Relations Board or a court of
5 competent jurisdiction, such decision shall not invalidate
6 any other provision of this Agreement, and all remaining
7 provisions shall remain in full force and effect.

1 ARTICLE XXIX: DURATION AND REOPENERS

2 This Agreement shall become effective on July 1, 2011, and end
 3 June 30, 2012. The Office and Association reserve the right to
 4 meet and negotiate at any time during the school year on contract
 5 issues that may arise during the term of this contract.

6
 Dated October 11, 2011.

Tulare County Office of Education

Appendix A

Classified Salary Schedule **2011-2012**

Range	Class A		Class B		Class C		Class D		Class E	
	<u>Amt.</u>	<u>Hr.</u>	<u>Amt.</u>	<u>Hr.</u>	<u>Amt.</u>	<u>Hr.</u>	<u>Amt.</u>	<u>Hr.</u>	<u>Amt.</u>	<u>Hr.</u>
10	1611	9.29	1696	9.78	1782	10.28	1868	10.78	1962	11.32
11	1661	9.58	1744	10.06	1836	10.59	1921	11.08	2021	11.66
12	1697	9.79	1783	10.29	1880	10.85	1965	11.34	2066	11.92
13	1744	10.06	1836	10.59	1921	11.08	2021	11.66	2118	12.22
14	1783	10.29	1880	10.85	1970	11.37	2066	11.92	2171	12.53
15	1837	10.60	1924	11.10	2026	11.69	2120	12.23	2229	12.86
16	1882	10.86	1972	11.38	2073	11.96	2172	12.53	2283	13.17
17	1928	11.12	2027	11.69	2121	12.24	2231	12.87	2341	13.51
18	1978	11.41	2075	11.97	2179	12.57	2284	13.18	2403	13.86
19	2021	11.66	2118	12.22	2226	12.84	2335	13.47	2452	14.15
20	2075	11.97	2179	12.57	2284	13.18	2403	13.86	2525	14.57
21	2129	12.28	2241	12.93	2345	13.53	2459	14.19	2586	14.92
22	2180	12.58	2289	13.21	2407	13.89	2527	14.58	2651	15.29
23	2241	12.93	2345	13.53	2459	14.19	2586	14.92	2714	15.66
24	2284	13.18	2403	13.86	2525	14.57	2643	15.25	2777	16.02
25	2338	13.49	2455	14.16	2580	14.88	2707	15.62	2843	16.40
26	2405	13.88	2526	14.57	2646	15.27	2782	16.05	2917	16.83
27	2459	14.19	2586	14.92	2714	15.66	2850	16.44	2994	17.27
28	2527	14.58	2651	15.29	2783	16.06	2922	16.86	3066	17.69
29	2589	14.94	2719	15.69	2853	16.46	2997	17.29	3145	18.14
30	2655	15.32	2784	16.06	2924	16.87	3072	17.72	3227	18.62
31	2722	15.70	2855	16.47	3000	17.31	3147	18.16	3307	19.08
32	2783	16.06	2922	16.86	3066	17.69	3223	18.59	3380	19.50
33	2855	16.47	3000	17.31	3147	18.16	3307	19.08	3469	20.01
34	2930	16.90	3074	17.73	3228	18.62	3392	19.57	3558	20.53
35	2997	17.29	3145	18.14	3303	19.06	3465	19.99	3643	21.02
36	3074	17.73	3228	18.62	3392	19.57	3558	20.53	3739	21.57
37	3148	18.16	3312	19.11	3471	20.03	3649	21.05	3833	22.11
38	3229	18.63	3398	19.60	3561	20.54	3740	21.58	3926	22.65
39	3317	19.14	3483	20.09	3652	21.07	3834	22.12	4031	23.26
40	3398	19.60	3561	20.54	3740	21.58	3926	22.65	4126	23.80
41	3471	20.03	3649	21.05	3833	22.11	4023	23.21	4224	24.37
42	3564	20.56	3743	21.59	3932	22.69	4131	23.83	4332	24.99
43	3655	21.09	3838	22.14	4032	23.26	4232	24.42	4448	25.66
44	3743	21.59	3932	22.69	4131	23.83	4332	24.99	4550	26.25
45	3838	22.14	4032	23.26	4232	24.42	4448	25.66	4674	26.97
46	3935	22.70	4133	23.84	4337	25.02	4554	26.27	4783	27.59
47	4032	23.26	4232	24.42	4448	25.66	4674	26.97	4903	28.29
48	4137	23.87	4342	25.05	4558	26.30	4788	27.62	5028	29.01
49	4232	24.42	4448	25.66	4674	26.97	4903	28.29	5153	29.73
50	4342	25.05	4558	26.30	4788	27.62	5028	29.01	5279	30.46

Range	Class A		Class B		Class C		Class D		Class E	
	<u>Amt.</u>	<u>Hr.</u>	<u>Amt.</u>	<u>Hr.</u>	<u>Amt.</u>	<u>Hr.</u>	<u>Amt.</u>	<u>Hr.</u>	<u>Amt.</u>	<u>Hr.</u>
51	4448	25.66	4674	26.97	4903	28.29	5153	29.73	5412	31.22
52	4563	26.33	4788	27.62	5030	29.02	5280	30.46	5546	32.00
53	4676	26.98	4907	28.31	5156	29.75	5416	31.25	5689	32.82
54	4792	27.65	5035	29.05	5290	30.52	5547	32.00	5828	33.62
55	4919	28.38	5157	29.75	5418	31.26	5691	32.83	5975	34.47
56	5037	29.06	5292	30.53	5554	32.04	5829	33.63	6120	35.31
57	5162	29.78	5421	31.28	5692	32.84	5977	34.48	6276	36.21
58	5296	30.55	5556	32.05	5832	33.65	6125	35.34	6431	37.10
59	5428	31.32	5693	32.84	5980	34.50	6277	36.21	6591	38.03
60	5560	32.08	5834	33.66	6132	35.38	6438	37.14	6760	39.00
61	5698	32.87	5975	34.47	6260	36.12	6559	37.84	6876	39.67
62	5842	33.70	6124	35.33	6417	37.02	6726	38.80	7048	40.66
63	5989	34.55	6276	36.21	6577	37.94	6891	39.76	7225	41.68
64	6138	35.41	6432	37.11	6740	38.89	7065	40.76	7404	42.72
65	6292	36.30	6593	38.04	6911	39.87	7244	41.79	7592	43.80
66	6448	37.20	6759	38.99	7082	40.86	7420	42.81	7781	44.89
67	6608	38.12	6925	39.95	7258	41.87	7605	43.88	7969	45.98
68	6773	39.08	7099	40.96	7440	42.92	7795	44.97	8171	47.14
69	6945	40.07	7275	41.97	7627	44.00	7993	46.11	8377	48.33
70	7117	41.06	7458	43.03	7814	45.08	8189	47.25	8582	49.51

TULARE COUNTY OFFICE OF EDUCATION

CLASSIFIED POSITIONS

Classification	Range
Account Clerk III (<i>Migrant</i>)	41
Accountant	52
Accountant - Migrant	52
Accounting Specialist - SEE	45
Accounting Technician - ERS	41
Accounting Technician (<i>Migrant</i>)	32
Accounts Receivable/Purchasing Technician	41
Administrative Assistant Special Services/SELPA	48
After School Program Academic Coach	\$14 per hr.
After School Program Lead Academic Coach	48
After School Program Leader - CHOICES	\$11 per hr.
After School Program Secretary	32
After School Consortium Area Coordinator - CHOICES	48
After School Site Coordinator I - CHOICES	\$13.50 per hr.
After School Site Coordinator II - CHOICES	\$16.00 per hr.
Apportionment Accounting Technician	47
Assessment Technician/SEE	42
Assessment Technician Assistant	25
Assistant Media Specialist	32
Assistant Student Event Coordinator	38
Assistive Technology Specialist	42
Behavior Intervention Assistant	32
Braille Transcriber	27
BTSA Region Cluster Specialist	36
Budget Analyst (<i>Migrant</i>)	46
Budget and Operations Clerk	33
Budget & Operations Clerk - Migrant	33
Business Services Technician	41
Business Services Technician, Lead	45
Campus Supervisor	28
Certified Occupational Therapy Assistant	41
Child Abuse & Neglect Project Coordinator	42
Child Care Aide (<i>SEE</i>)	23
Child Care Instructor (<i>SEE</i>)	27
Clerical Assistant	25
Clerical Assistant/Secretary	29
Client Relations Assistant	38
Community Liaison (<i>Community Challenge Grant</i>)	42
Community Liaison (<i>GRIP</i>)	42
Community Liaison, <i>Migrant</i>	42
Computer/AV Electronics Technician II	48
Computer Programmer/Analyst	66
Computer Programmer Analyst - ERS	66
Computer Video Production Technician	30
Cook I	23
Cook II	25
Court/Community School Liaison	40
Credentials & Retirement Assistant	34
Credentials & Retirement Specialist	36
Credentials & Retirement Technician	42
Custodian	26

Classification	Range
Data Technician	32
Delivery Driver	28
Delivery/Supply/Mail Clerk	28
Delivery/Supply/Repair Worker	28
Delivery/Supply/Warehouse Clerk	28
Duplication Equipment Operator I	24
Duplication Equipment Operator II	31
Educational Technology Specialist - CCS	46
Eligibility Reimbursement Business Technician	35
Eligibility Specialist	33
Eligibility Specialist Assistant	25
ERS Assistant	23
Family Service Worker	44
Forestry Specialist - SCICON	29
Grant Management & Evaluation Assistant, CA Math Science Partnership	47
Grants Resource Technician	36
Graphic Designer	42
Health Educator	46
Health & Records Clerk	23
Identification & Recruitment Quality Control Specialist Assistant	30
Identification/Recruitment Specialist (<i>Migrant</i>)	44
Impact Center Media Developer	39
Impact Center Media Technician	38
Impact Center Technician	32
Instructional Assistant	25
Instructional Assistant Behavioral Management	27
Instructional Assistant C/CS	25
Instructional Assistant, Early Start	29
Instructional Assistant/Hearing Impaired	25
Instructional Assistant - Impact Center	25
Instructional Assistant - Intervention	25
Instructional Assistant Migrant Education School Readiness Program	25
Instructional Assistant - Severely Handicapped	27
Instructional Consultant Support Technician	32
Instructional Media Specialist	38
Intake and Assessment Assistant (<i>SEE</i>)	33
Intern/Recruitment Program Specialist	36
Interpreter Aide for the Deaf	28
Intervention Assistant - Early Start	35
Job Developer (<i>SEE</i>)	44
Job Developer Assistant (<i>SEE</i>)	25
Job Development Assistant - Special Services	27
Job Readiness Specialist	44
Language Acquisition/Categorical Assistant	36
Lead Maintenance Worker	35
Library Development Assistant	38
Library Media Technician	30
Licensed Physical Therapy Assistant	43
LVN (Special Services)	39
LVN/RN (<i>Migrant</i>)	42
Maintenance Technician	48
Maintenance & Operation Worker	32
Maintenance Worker I	29
Maintenance Worker-Lead	35
MEES Family Services Specialist	31
Classification	Range

Migrant Guidance Technician	40
Migrant Office Support Data Technician	32
Migrant Student Information Systems Specialist (<i>MSIS</i>)	46
Military Drill Instructor	38
Monitor & Recruitment Technician	25
MOVE Assistant - <i>SEE</i>	25
Network/Computer Support Specialist	46
Network for a Healthy California Program Assistant	33
Networking Instructor/Technology Specialist	46
Nutrition Network Database Specialist	46
Parent Educators, Even Start	31
Parent Liaison/Secretary	32
Parent/School Liaison	42
Parents as Teachers Specialist, Even Start	44
Partnership Character Education Program Assistant	34
Passenger Van Driver/Clerical Assistant	28
Personal Computer Support Technician	51
Personnel/Credentials Specialist	36
Personnel/Fingerprint Assistant	30
Personnel/Fingerprinting Specialist	36
Prevention Practices Liaison	42
Program Accounting Specialist	45
Program Specialist - CFNLP	42
Project Assistant I - CFNLP	29
Project Specialist - CFNLP	37
Receptionist	30
Receptionist/Credentials Assistant	34
Receptionist/Secretary - ERS	32
Recruitment/Accounts Specialist	41
Recruitment Analyst	36
Recruitment Center Assistant	29
Recruitment Specialist (CCRTRC)	42
Regional Office Technician - Migrant	36
School/Community Liaison/Prevention Education	42
School/Community Liaison/Prevention Education II	44
School/Community Substance Abuse Liaison	42
School Liaison - Special Services	32
School Nutrition Liaison	28
SCICON Activity Specialist	29
SCICON Cook's Helper	20
SCICON Liaison	33
SCICON Museum/Raptor Center Specialist	29
SCICON Nurse	43
Secretary	32
Secretary, Administrator - Special Services	38
Secretary, Assistant Superintendent	44
Secretary, AV Shop (<i>ERS</i>)	32
Secretary, CFNLP	32
Secretary, Even Start	32
Secretary, Financial	32
Secretary, General Business Services	36
Secretary, Migrant	32
Secretary, Migrant Administrator II	36
Secretary, Parent Assistant (<i>Migrant</i>)	36
Secretary, School	31
Classification	Range
Secretary II, School	32

Secretary, SCICON	33
Secretary, Special Services Program	32
Secretary Student Academic Services	40
Shipping/Receiving Clerk/Delivery Driver (ERS)	28
Shipping/Receiving/Records Clerk (Migrant)	25
Software Development Assistant	44
Special Education MIS Specialist	46
Special Needs Assistant	23
Special Projects Assistant	32
Special Projects Assistant/Data Clerk (After School Program)	32
Special Projects Coordinator	46
Student Data/Food Services Secretary	32
Student Events Technician	38
Student Information Systems Specialist	40
Student Recruiter (Migrant)	30
SubFinder Operator	32
System Analyst	68
Systems Accountability/Apportionments Clerk	42
Teacher Induction Program Assistant	29
Teacher Induction Program Specialist	36
Technical Services Assistant	34
Technology Development Assistant	44
Technology Specialist	42
Terminal Operator II	29
Terminal Operator Technician/Migrant Education	32
Terminal Operator Technician - SEE	29
Theater Company Assistant	34
Theatre Company Choreographer	40
Theatre Company Vocal Coach	40
Therapy Aide	34
Trainer - SEE	38
Training Specialist	42
Training Services Assistant	27
Transportation/MIS Technician	38
Truancy Intervention Officer	40
Vocational Education Specialist	44
Vocational Instructor - Building Trades	46
Vocational Instructor - Business Administration	46
Vocational Instructor - Culinary Arts	46
Vocational Instructor -Consumer Studies	46
Vocational Instructor - Hospitality	46
Vocational Instructor - Maintenance	46
Vocational Instructor - Military Science	46
Vocational Instructor - Outdoor Education	46
Vocational Instructor - Printing & Graphic Arts	46
Vocational Instructor - Web Design	46
Vocational Job Coach-Maintenance	26
Web Developer	66
Youth Development Specialist	44
Youth Program Specialist	42

Long service employees shall be compensated in the following manner:

1. After ten (10) calendar years service add \$30.00 per month to the employee's base monthly salary.
2. After fifteen (15) calendar years service add \$40.00 per month to the employee's base monthly salary.
3. After twenty (20) calendar years service add \$50.00 per month to the employee's base monthly salary.
4. After twenty-five (25) calendar years service add \$60.00 per month to the employee's base monthly salary.
5. After thirty (30) calendar years service add \$70.00 per month to the employee's base monthly salary.
6. After thirty-five (35) calendar years service add \$80.00 per month to the employee's base monthly salary.
7. After forty (40) calendar years service add \$90.00 per month to the employee's base monthly salary.

APPENDIX B

LONGEVITY PLAN

APPENDIX C

SALARY DEFERRAL PLAN OPTION

Ten-month employees may choose to be paid over a 12-month period through a salary deferral plan. There will be twelve monthly payments beginning the last work day of September, and ending the last work day of August following the end of the fiscal year. The July and August payments will be based on a monthly payment for September through June. The employee will receive $\frac{1}{2}$ of this deferment the last work day of July and the balance at the end of August. If participation in the summer pay process begins after the September payroll, correspondingly smaller payments will be received for July and August.

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