

MASTER AGREEMENT

BETWEEN

**SAN JOAQUIN COUNTY SUPERINTENDENT
OF SCHOOLS/COUNTY BOARD OF EDUCATION**

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SJCOE CHAPTER #755**

2009-2010

2010-2011

2011-2012

Agreement of May 20, 2009

Concluding All Matters Through 2009-10

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ARTICLE I
AGREEMENT

1. The Articles herein shall constitute an agreement by and between the San Joaquin County Office of Education, employer, hereinafter referred to as the “County Office of Education”, and the California School Employees Association, Chapter #755 hereinafter referred to as “C.S.E.A. Chapter #755”, an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code.

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2 ***ARTICLE II***
3 **RECOGNITION**
4

5 The County Office of Education recognizes C.S.E.A. Chapter #755 as the
6 exclusive representative:

7 For classified employees titled C.S.E.A. Schedule 1 Employees, Child
8 Assistants, Job Coaches, Job Developer/Job Coaches, Migrant Early
9 Childhood Specialists, Migrant Services Tutors, Migrant Services
10 Assistants, Migrant Services Recruiters, Migrant Services Secondary School
11 Advisors, Migrant Support Services Facilitators, Migrant Services Youth
12 Advocates, Preschool Tutor, Recreation Specialists, or positions appointed
13 by the Public Employment Relations Board, but excluding all other
14 classified employees and all employees designated as Supervisory,
15 Confidential, Management, Substitute, or Short-Term.
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ARTICLE III
NON-DISCRIMINATION

The County Office of Education and C.S.E.A. Chapter #755 shall not discriminate against employees, applicants for employment, applicants for C.S.E.A. Chapter #755 membership or C.S.E.A. Chapter #755 members based on any of the following factors:

1. sex
2. race
3. color
4. religion
5. age
6. national origin
7. physical limitation which has no bearing on job performance
8. membership in an employee organization or participation in the lawful activities of an employee organization

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3 ***ARTICLE IV***
4 **NEGOTIATION PROCEDURES**

5 1. Definitions:

6 (a) Negotiable Items

7 The scope of representation shall be limited to matters relating to
8 wages, hours of employment, and other terms and conditions of
9 employment as defined in the Educational Employment Relations
10 Act (EERA).

11 (b) Meet and Negotiate

12 “Meet and Negotiate” shall mean meeting, conferring, negotiating,
13 and discussing by the exclusive representative and the public
14 school employer in a good faith effort to reach agreement on
15 matters within the scope of representation.
16

17 2. Negotiations shall be initiated by either party prior to March 15 during
18 the calendar year in which any or all Articles of this Agreement
19 terminate. C.S.E.A. Chapter #755 or County Office of Education
20 proposals shall be part of the public record at the March meeting of
21 the County Board of Education.
22

23 3. Meetings and negotiation sessions shall be held at mutually agreeable
24 times and locations. Negotiations shall be split between non-
25 instructional and instructional times which are mutually agreeable to
26 the County Office of Education and C.S.E.A. Chapter #755. C.S.E.A.
27 Chapter #755 representatives shall be limited to six, with no more
28 than three being C.S.E.A. Schedule 1 Employees. C.S.E.A. Chapter
29 #755 representatives shall suffer no loss of compensation for serving
30 on instructional time.
31

32 4. The County Office of Education will, upon request, furnish C.S.E.A.
33 Chapter #755 with a copy of the adopted budget, financial reports
34 which have been submitted to the California Department of
35 Education, and other relevant financial data.
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ARTICLE V
EMPLOYEE RIGHTS

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4 Employees who are members of a bargaining unit represented by C.S.E.A.
5 #755 shall be subject to the fair share fee deductions pursuant to Article VII
6 of this Agreement, whether or not the employees are members of the local
7 chapter.
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ARTICLE VI
ASSOCIATION RIGHTS

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4 1. C.S.E.A. Chapter #755 shall have the right to make use of the County
5 Office of Education buildings, mail service and electronic means (to
6 the extent otherwise available and legally permissible and during non-
7 work time), facilities and duplicating at reasonable hours when not
8 otherwise in use and to post notices on C.S.E.A. Chapter #755 bulletin
9 boards, provided such material is limited to C.S.E.A. Chapter #755
10 business and does not violate state or federal laws. The
11 Superintendent shall designate appropriate staff contacts for
12 scheduling the use of buildings, facilities and duplicating equipment.
13 C.S.E.A. Chapter #755 agrees to pay for consumable supplies within
14 thirty days of being billed.
15
- 16 2. Following notification of the Deputy Superintendent, Business
17 Services or designee, authorized representatives of C.S.E.A. Chapter
18 #755 shall be permitted to transact official C.S.E.A. Chapter #755
19 business on County Office of Education property during non-duty
20 hours.
21
- 22 3. The County Office of Education shall make available to C.S.E.A.
23 Chapter #755 two copies of the Board's agenda for each meeting. The
24 materials shall be made available to C.S.E.A. Chapter #755
25 representatives when the agenda related materials are delivered to the
26 Board members.
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ARTICLE VII
ORGANIZATIONAL SECURITY

A. Membership and Dues Deduction

1. The parties to this Agreement acknowledge that C.S.E.A. has notified the employer to implement the provisions of Government Code Section 3546 (a), requiring, as a condition of employment, the deduction of C.S.E.A. dues or fair share fee from the wages or salary of every employee. This agreement requires an employee as a condition of continued employment to either join the Association or pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.
2. The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payers.
3. The County Office of Education shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
4. Any new unit members shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, become a member of the Association, or pay to the Association a service fee. There shall be no charge to the Association for such mandatory agency fee deductions.
5. The Association has the sole right to verify that a worker qualifies for a religious exemption from the obligation to pay fees. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association (C.S.E.A.) except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

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- (a) United Way
- (b) San Joaquin County Office of Education, Education Foundation
- (c) American Red Cross

6. Any unit member making payments as set forth in Section 5, and who requests use of the grievance or arbitration provisions of this Agreement, shall be responsible for paying the reasonable cost using said grievance or arbitration procedures.

7. With respect to all sums deducted by the County Office of Education, whether for membership dues or agency fee, the County Office of Education agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, and the amounts deducted from each employee.

8. Pursuant to Government Code Section 3546 (f), the County Office of Education shall, upon request, provide to C.S.E.A. the home address of each employee so that the union can send out required legal notices.

9. The Association agrees to furnish any information needed by the County Office of Education to fulfill the provisions of this Article.

10. Pursuant to Government Code Section 3546(e), C.S.E.A. shall indemnify and hold the County Office of Education harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the County Office of Education compliance with Government Code Section 3546.

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

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ARTICLE VIII
COUNTY SUPERINTENDENT/COUNTY BOARD RIGHTS

1. Rights, powers, authority and prerogatives which the County Board of Education and the County Superintendent had prior to entering into this Agreement shall be retained, except as those rights, powers, authority or prerogatives which are expressly and specifically limited by the provisions of this Agreement.

2. The failure to enumerate such retained rights, powers, authority and prerogatives shall not be construed as a waiver of any such rights, powers, authority or prerogatives.

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2 **ARTICLE IX**
3 **GRIEVANCE PROCEDURES**
4

5 1. **Definitions**

- 6 (a) "Grievance" shall mean any written allegation of a violation,
7 misinterpretation or inequitable application of this Agreement.
8 Actions to challenge or change the terms of this Agreement shall
9 not be considered a grievance.
10 (b) "Day" means any day in which the County Office of Education is
11 open for a full workday.
12 (c) "Immediate supervisor" is the lowest level administrator having
13 immediate jurisdiction over the employee.
14 (d) "Grievant" shall mean an employee or C.S.E.A. Chapter #755
15

16 2. **Time Limits**

17 Each party involved in a grievance shall act quickly so that the
18 grievance may be resolved promptly. Every effort should be made to
19 complete action within the time limits contained in the grievance
20 procedure, but with the written consent of both parties the time
21 limitation for any step may be extended.
22

23 3. **Obligation**

24 C.S.E.A. Chapter #755 shall represent all employees fairly in
25 employer-employee relationships with the County Office of
26 Education.
27

28 4. **Informal Procedure – Level I**

29 Within ten (10) days after the employee knew or reasonably should
30 have known of the event or circumstances occasioning the grievance,
31 the grievant shall initially meet with his/her immediate supervisor in
32 an attempt to resolve the grievance formally. A grievance of any
33 employee(s) of the bargaining unit shall be resolved informally,
34 whenever possible, with the immediate supervisor. A member of
35 C.S.E.A. Chapter #755 may accompany the grievant when requested
36 by the grievant.
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- 1 5. Formal Procedure – Level 2
2 If the Level I discussion fails to resolve the grievance to the
3 satisfaction of the grievant, a formal grievance may be initiated in
4 writing not later than ten (10) days after the Level I discussions. The
5 formal document shall be a clear, concise statement of the grievance,
6 citing specific sections of the Agreement allegedly violated,
7 misinterpreted or misapplied, the circumstances involved, and the
8 specific remedy sought. Within ten (10) days after the filing of the
9 formal grievance the immediate supervisor shall investigate the
10 grievance and give his/her decision in writing to the grievant.
11
- 12 6. Level 3
13 If the grievant is not satisfied with the decision rendered at Level 2,
14 he/she may appeal the decision within ten days to the Deputy
15 Superintendent, Business Services or his/her designee. The appeal
16 shall include a copy of the original grievance, the decision rendered at
17 Level 2, and a clear, concise statement of the reasons for the appeal.
18 Within ten (10) days after the appeal is filed, the Deputy
19 Superintendent, Business Services or his/her designee shall investigate
20 the grievance and give his/her decision in writing to the grievant.
21
- 22 7. Arbitration – Level 4
23 (a) Within fifteen (15) days of either receipt of the decision pursuant
24 to Level 3 or from the day the decision should have been
25 received, the grievant has the option to refer the alleged
26 grievance to arbitration. Such referral shall be made in writing to
27 the Deputy Superintendent, Business Services.
28
- 29 (b) If an arbitrator cannot be mutually agreed upon, an arbitrator
30 shall be selected from a panel of five names provided by the State
31 Conciliation Service. After drawing lots the parties shall
32 alternately strike a name until one remains. That person shall be
33 the arbitrator.
34
- 35 (c) The arbitrator shall review the alleged grievance, all stipulated
36 facts submitted jointly by the parties and shall hold a hearing.
37
- 38 (d) The arbitrator shall render a decision within thirty (30) calendar
39 days or at a time mutually agreed to by the parties.

1 (e) The decision of the arbitrator shall be final and binding on both
2 parties of this Agreement unless overruled by the County
3 Superintendent of Schools.
4

5 8. Cost of Arbitration

6 In all arbitration proceedings, the arbitrator's fees and expenses shall
7 be paid fifty percent by C.S.E.A. Chapter #755 and fifty percent by
8 the County Office of Education. In all other respects, the parties shall
9 bear their own costs of arbitration.
10

11 9. Miscellaneous

12 The time limits set forth above may be extended by mutual written
13 agreement of the parties. If the County Office of Education does not
14 respond at any level of the grievance procedure, the grievance shall
15 automatically proceed to the next level. If the grievant does not file a
16 grievance to the next level within the above listed time lines, the
17 grievance shall be considered settled.
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ARTICLE X
HOURS

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4 1. Employees work a regularly scheduled number of hours up to a
5 maximum of eight hours. Any employees who are required to work in
6 excess of their regularly scheduled hours shall be entitled to additional
7 compensation. Employees shall be at their duty station promptly in
8 order to carry out all assignments in an effective and efficient manner.
9

10 2. (a) Employees shall be entitled to one duty-free, uninterrupted lunch
11 period of at least thirty minutes. Employees shall be
12 accommodated with one 15-minute break, except for 8-hour
13 assignments which shall have two 15-minute breaks. Break time
14 schedules may be adjusted with approval of the immediate
15 supervisor. Rest period shall not be used to lengthen the lunch
16 period or to shorten the workday or to make up missed time.
17

18 (b) Employees may work beyond their regularly scheduled hours or
19 during the uninterrupted lunch period with prior approval.
20 Approval may be granted by the program administrator.
21 Compensation for extra time worked shall be based on the
22 following:
23

24 Employees shall be paid straight time for less than 8 hours per
25 day. An employee shall be paid time and one-half for hours
26 worked in excess of eight hours in a scheduled work day and
27 double time for hours worked in excess of twelve hours worked
28 on a scheduled work day. An employee working in excess of
29 forty hours in a workweek shall be paid at the rate of time and
30 one-half. Overtime worked shall be calculated to the next higher
31 one-quarter of an hour (fifteen minutes). Overtime compensation
32 pay shall normally be paid on the supplemental payroll, which is
33 issued not later than the tenth day of each month.
34

35 3. The SJCOE maintains the following classified work schedules:
36
37
38

1 (a) The work year calendar for employees on CSEA 1 Salary
2 Schedule on both traditional and year-round schedules shall be as
3 follows:

4
5 181 Assigned Work Days*
6 9 Legal Holidays
7 12 Vacation Days
8 202 Total Days Compensation
9

10 *Assigned workdays may be student contact, in-service, preparation,
11 or other duty days, as determined by management.
12

13 (b) Employees on CSEA 2 Salary Schedule will follow one of the
14 work schedules below:
15

16 12-Month Schedule
17

18 Twelve-month Employees work twelve months a year and
19 accrues vacation time to be scheduled off. (See Vacation section
20 for number of days earned). Holiday time is included in the
21 monthly pay schedule with time taken on specified holidays (See
22 Holidays section for specific holidays). Attendance is recorded
23 on the Employee Attendance Monthly Report (Exhibit 23).
24

25 All Less-Than-12-Month Schedules
26

27 All schedules less than twelve months are based on work
28 calendars (Exhibit 24) for the number of workdays approved by
29 supervisors. Employees' earned vacation days are prorated and
30 included in monthly pay. Eligible holiday days, except for July
31 4th, are included in monthly pay. If an employee is in a paid
32 status for a portion of the working day before July 4th or the
33 working day after July 4th and it is reported on the monthly
34 attendance report form (Exhibit 25) and work calendar, a time
35 sheet must be submitted for pay for the July 4th holiday.
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11 Month / 218 Workdays – Paid Holidays & Vacation

The 218 Workdays Schedule is based on reducing the 12-month workdays by 20 days. The 218 workdays are based on work calendars approved by departmental supervisors. Monthly positive attendance of actual workdays is required.

| | (Employed Less than 3 Years) | (Employed 3 to 12 Years) | (Employed More than 12 Years) |
|------------------------|------------------------------|--------------------------|-------------------------------|
| Workdays | 218 | 218 | 218 |
| Holidays | 12 | 12 | 12 |
| Vacation | 9 | 14 | 19 |
| Total Compensated Days | 239 | 244 | 249 |

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10 Month / 198 Workdays – Paid Holidays & Vacation

The 198 Workdays Schedule is based on reducing the 11-month workdays by 20 days. The 198 workdays are based on work calendars approved by departmental supervisors. Monthly positive attendance of actual workdays is required.

| | (Employed Less than 3 Years) | (Employed 3 to 12 Years) | (Employed More than 12 Years) |
|------------------------|------------------------------|--------------------------|-------------------------------|
| Workdays | 198 | 198 | 198 |
| Holidays | 12 | 12 | 12 |
| Vacation | 9 | 13 | 17 |
| Total Compensated Days | 219 | 223 | 227 |

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1 School-Term 9 Month / 182 Workdays – Paid Holidays &
2 Vacation

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4 The School-term 182 Workdays Schedule is based on student-
5 contact-type positions. There are various school-term calendars
6 based on traditional, year round, and other calendars. The 182
7 workdays are based on work calendars approved by departmental
8 supervisors. Monthly positive attendance of actual workdays is
9 required.

10

| | (Employed Less than 3 Years) | (Employed 3 to 12 Years) | (Employed More than 12 Years) |
|------------------------------|------------------------------------|-----------------------------|-------------------------------------|
| Workdays | 182 | 182 | 182 |
| Holidays | 12 | 12 | 12 |
| Vacation | 8 | 12 | 19 |
| Total Compensated Days | 202 | 206 | 210 |

- 11
12 4. The agreed upon school calendar for the school year is attached as
13 Exhibit 1. Instructional Assistants assigned to a school in a district
14 other than the County Office of Education shall follow the appropriate
15 school district calendar to which assigned except that Instructional
16 Assistants shall not be required to work more nor less than 181
17 workdays.
18
19 5. The County Office of Education shall adhere to the provisions of
20 Education Code Section 45131 (overtime) and 45137 (fringe benefits for
21 part-time employees).

1 6. Business Hours

2
3 Regular business hours are 8:00 a.m. through 5:00 p.m., Monday
4 through Friday. Standard work schedule shall be 8:00 a.m. to 5:00
5 p.m., with one hour for lunch. With the approval of the immediate
6 supervisor, full-time employees may choose from the following
7 schedule provided it does not conflict with office operations:

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- 10 • 7:00 a.m. to 4:00 p.m. with one hour lunch
 - 11 • 7:30 a.m. to 4:00 p.m. with one-half hour lunch
 - 12 • 8:00 a.m. to 5:00 p.m. with one hour lunch
 - 13 • 8:00 a.m. to 4:30 p.m. with one-half hour lunch
 - 14 • 8:30 a.m. to 5:00 p.m. with one-half hour lunch
 - 15 • Other schedule as approved by the Superintendent or
16 designee

17 Employees may be assigned to a program of flexible scheduling of
18 hours when such scheduling is in the best interest of SJCOE.

19
20 Employees are expected to be on duty at the beginning of the regular
21 workday, and should leave the premises as soon as possible at the end
22 of the workday, unless prior approval has been given by the
23 manager/supervisor for overtime.

24
25 7. Work Shift Change

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27 In the establishment of work shifts of employees, the best interests of
28 the County Office of Education shall be controlling. The desires of
29 the employee involved, competency and qualification, instructional
30 requirements and staff availability shall be other factors to be
31 considered.

32
33 Work shift changes of 30 minutes or less may be made at any time
34 based on program needs.

35
36 Work shift changes over 30 minutes may be made by mutual
37 agreement between the employee and the immediate supervisor, with
38 the approval of the department director.

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1 An employee whose shift is involuntarily adjusted shall, upon request,
2 be notified in writing as to the reasons for the shift change. Within
3 five (5) working days of the written response, the employee shall have
4 the right to request to meet with and discuss the shift change with an
5 appropriate administrator at a meeting requested by the employee
6 prior to a final decision being rendered.

7
8 Within five (5) working days of such meeting, the employee shall
9 have the right to appeal the decision to the Director of Human
10 Resources and shall have the right to a representative of his or her
11 choice present at either meeting.

12
13 Temporary/emergency work shift changes shall not be subject to the
14 five-day notice.

15
16 8. Hours Change for SJCOE Minimum Days

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18 Work hours may be changed to meet the needs of the program on
19 minimum days. Part-time employees may be required to change their
20 work hours from a.m shift to a p.m. shift or from a p.m. shift to an
21 a.m. shift on scheduled County minimum days not to exceed seven
22 days per school year.

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2 *ARTICLE XI*
3 LEAVES
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5 1. Sick Leave

6 (a) Employees shall earn one (1) day of sick leave per month of
7 service in paid status up to twelve (12) days per fiscal year.
8 Employees who are employed five (5) days a week and employed
9 less than a full fiscal year are entitled to that proportion of twelve
10 (12) days leave of absence; e.g. full time, ten (10) month
11 employees are entitled to ten (10) days per fiscal year. Employees
12 may accumulate sick leave without limitation. Accumulated days
13 shall be prorated to the length of an employee's average scheduled
14 workday in each month. At the beginning of each fiscal year, the
15 full amount of sick leave granted under this section shall be
16 credited to each employee. Employees who terminate their
17 employment with the County Office of Education and have used
18 more sick leave than they have accrued at the time of termination
19 shall have those extra, unearned hours deducted from their final
20 pay warrant. In case the final warrant is insufficient to compensate
21 for unearned leave, the separated employee shall reimburse the
22 County Office of Education by cash payment.
23

24 (b) Employees are required to report all absences to the Human
25 Resources Sub-Finder system at 209-468-4970. An employee may
26 use sick leave with pay when absent for personal illness or injury.
27 Whenever possible, the employee shall give the program
28 administrator advanced notice of a planned use of sick leave.
29

30 (c) Prior to or upon returning to work, employees returning to work
31 from an extended illness or injury absence (including surgery)
32 shall be required to present a medical practitioner's release to
33 return to duty. An extended period shall be considered a period
34 that exceeds five (5) calendar days.
35

36 (d) An affidavit of illness or injury or a statement from a medical
37 practitioner may be required of an employee by the County Office
38 of Education. Said affidavits shall only be required if the request
39 is made in advance of the illness.
40

1 (e) Any request to return to work on a “light duty” basis or a reduced
2 work schedule (e.g., half days) must have the prior approval of the
3 Human Resources Department.
4

5 2. Extended Illness Leave

6 When an employee is absent from his/her duties on account of illness
7 or accident for a period of five (5) months or less, the amount
8 deducted from the salary due him/her for any month in which the
9 absence occurs shall not exceed the sum which is actually paid a
10 substitute employee employed to fill his/her position during his/her
11 absence.

12 The five (5) month period shall run concurrently with all other
13 available leaves and the difference pay shall commence at the
14 exhaustion of all other available leaves.

15 The amount paid to substitute employees shall not exceed Step 1 of
16 the appropriate salary schedule.
17

18 3. Leave Exhausted / 39-Month Reemployment

19 When all available leaves of absence, paid or unpaid, have been
20 exhausted and if the employee is not medically able to assume the
21 duties of the employee's position, the employee shall, if not placed in
22 another position, be placed on a reemployment list for a period of
23 thirty-nine months. During the thirty-nine (39) month period, with a
24 medical practitioner's release to return to duty, the employee shall be
25 employed in a vacant position in the class of the employee's previous
26 assignment over all other available candidates except for a
27 reemployment list established because of lack of work or lack of
28 funds, in which case the employee shall be listed in accordance with
29 appropriate seniority regulations. Pursuant to Education Code Section
30 45192, in cases of industrial accident or illness, the employee must
31 have served continuously a period of three (3) years with the County
32 Office of Education before the benefits provided by this section are
33 made available .
34

35 4. Pregnancy Leave

36 (a) Pregnancy leave shall be granted only for that period of time
37 during which an employee is, in the judgment of her physician,
38 unable to perform her normal and ordinary duties due to pregnancy
39 related problems.
40

1 (b) The duration of any pregnancy leave shall be determined by the
2 employee and her physician. The employee shall notify the
3 County Office of Education of the projected date on which the
4 leave is expected to commence and the probable date on which the
5 leave shall terminate, such notice to be given normally not later
6 than forty-five (45) days prior to the expected commencement
7 date. The employer may request at any time that the employee
8 provide a written statement from her physician attesting to the
9 actual duration of the employee's physical incapacity.

10
11 (c) Nothing in this policy shall prohibit the employees from applying
12 for additional leave of absence without pay for purposes related to
13 childbirth and infant care. Such leave may be granted for any
14 period up to one (1) year.

15
16 5. Child-Rearing Leave

17 (a) An employee who is adopting a child may elect to use accumulated
18 sick leave not to exceed twenty (20) days.

19 (b) An employee shall notify the County Office of Education of the
20 intent to take such leave at least four weeks prior to the anticipated
21 date on which leave is to commence.

22
23 6. Personal Necessity Leave

24 (a) Accumulated sick leave may be used by an employee, at his/her
25 election, in cases of personal necessity. It shall be the employee's
26 responsibility to notify his/her immediate supervisor in advance, to
27 furnish reasonable justification, and to secure administrative
28 approval for all necessity leave requests. However, the employee
29 shall not be required to secure advance permission for leave taken
30 for any of the following reasons:

- 31
- 32 1. Death or serious illness of a member of his immediate family.
- 33 2. Accident, involving his/her person or property, or the person or
34 property of a member of his/her immediate family.
- 35 3. Appearance in any court or before any administrative tribunal
36 as a litigant, party or witness under subpoena or any order made
37 with jurisdiction.
- 38

39 (b) In all cases of personal necessity not specified in part (a) of this
40 paragraph, prior approval of the Deputy Superintendent, Business

Services or his designee is required. The following are examples of the types of events that would be considered appropriate uses of personal necessity leave:

- 1. Extended bereavement leave.
- 2. Emergency home repair that cannot be scheduled during non-duty hours.
- 3. Attending to a family emergency or crisis that cannot be handled during non-duty hours.
- 4. Deployment of immediate family member for active military duty.

(c) Personal necessity leave shall not normally be authorized for vacation, recreational, or related activities. Such requests may be approved when, in the judgment of management, it is justified by the specific circumstances.

(d) No accumulated sick leave in excess of eight (8) days may be used for necessity leave in any school year.

7. Bereavement Leave

Up to three (3) days of bereavement leave shall be granted to all employees in the event of the death of a member of the employee’s or spouse’s immediate family as outlined in Section 9 in this article. Up to five (5) days shall be granted if travel is out-of-state or within California and north of 41⁰ latitude or south of 35⁰ latitude. No deduction shall be made from the salary of such employee nor shall such leave be deducted from any other leave.

8. Jury Leave

An employee shall be authorized paid leave to serve on a jury or as a subpoenaed witness. The pay the employee shall receive shall be his/her full pay less any court compensation, excluding expense reimbursements received by the employee, upon verification of jury duty service from the court.

- 1 9. Leave Without Pay
2 An employee may request and the County Office of Education may
3 grant a leave without pay that has potential merit for the County
4 Office of Education. The employee shall file a request for leave
5 without pay in writing and in detail.
6
- 7 10. Definition of Immediate Family
8 Immediate family is defined as: mother, father, grandmother,
9 grandfather, grandchildren, spouse, son, son-in-law, daughter,
10 daughter-in-law, brother, sister, mother-in-law, father-in-law, brother-
11 in-law, sister-in-law, or anyone living in the immediate household of
12 the employee.
13
- 14 11. Industrial Accident Leave
15 Employees continuously employed in excess of three years, suffering
16 a job-related accident or illness shall be entitled to up to sixty (60)
17 days paid leave per year per accident commencing on the first day of
18 absence. The industrial accident or illness leave is to be used in lieu
19 of normal sick leave benefits.
20 When entitlement to industrial accident or illness leave under this
21 Section has been exhausted, entitlement to other sick leave, vacation
22 or other paid leave may then be used as provided by the Education
23 Code except as modified by this Agreement.
24 If however, an employee is still receiving temporary disability
25 payments under the Workers' Compensation laws of this state at the
26 time of exhaustion of benefits under this Section, he/she shall be
27 entitled to use only so much of his/her accumulated and available sick
28 leave, which, when added to the Workers' Compensation award,
29 provides the employee's regular salary.
30
- 31 12. General Provision
32 Provision of Sick Leave, Pregnancy Leave, Personal Necessity Leave,
33 Bereavement Leave, Childbearing Leave, Industrial Accident Leave
34 and Jury Leave shall not be construed to apply to any employee
35 during any period when the employee would not normally be
36 performing services for the County Office of Education.
37
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1 13. Staff Development
2 The County Office of Education is committed to the ongoing training
3 of employees and will endeavor to provide opportunities for
4 employees to attend workshops.
5

6 14. C.S.E.A. Annual Conference
7 The County Office of Education agrees to provide release time
8 without loss of compensation for C.S.E.A. Chapter #755 delegates
9 (based on a ratio of two for the first 150 members and one additional
10 delegate for additional 100 members or fraction thereof) to attend the
11 C.S.E.A. Annual Conference. C.S.E.A. will reimburse the County
12 Office of Education for substitute cost.
13

14 15. Holidays
15 (a) The County Office of Education provides employees (except
16 C.S.E.A. Schedule 1 Employees*) with the following paid
17 holidays:
18 1. Independence Day**
19 2. Labor Day
20 3. Veterans' Day
21 4. Thanksgiving Day
22 5. Day after Thanksgiving
23 6. Christmas Eve
24 7. Christmas Day
25 8. New Year's Eve
26 9. New Year's Day
27 10. Martin Luther King, Jr. Day
28 11. Lincoln's Day
29 12. Washington's Day
30 13. Memorial Day
31

32 *Refer to ARTICLE X, Hours, for holiday allocations for C.S.E.A. Schedule
33 1 Employees.

1 **If an employee is in paid status for a portion of working day before July 4
2 or the working day after July 4, and it is reported on the monthly attendance
3 report form and the work calendar, a timesheet must be submitted for pay for
4 the July 4 holiday.

5
6 (b) Celebration Day

7 If any of the above holidays fall on a Saturday, the holiday will be
8 celebrated on the prior Friday. If the holiday falls on a Sunday, it
9 will be celebrated on the following Monday. If Christmas Eve or
10 New Year's Eve falls on a Sunday, it will be celebrated on the
11 following Tuesday. If Christmas Day or New Year's Day falls on
12 a Saturday, then Christmas Eve or New Year's Eve will be
13 celebrated on the prior Thursday and Christmas Day or New
14 Year's Day will be celebrated on the prior Friday.

15
16 (c) Eligibility for Holiday Pay

17 To be eligible for holiday pay, an employee must be in paid status
18 for a portion of the working day before or the working day after
19 the holiday.

20
21 (d) Part-time Holiday Pay

22 Part-time employees shall be paid for holidays prorated based on
23 their full-time equivalent status.

24
25 (e) Holiday Pay

26 If an employee is required to work on a holiday, he/she shall be
27 paid the appropriate rate of pay for the holiday plus time and one-
28 half for the actual hours worked (for a total of double-time and
29 one-half).

30
31 16. VACATION

32 (a) Earning Vacation

33 1. Employees shall earn vacation time according to the following
34 schedule:

35
36

| Years Worked Since | | |
|--------------------|------------------|--------------------|
| | <u>Hire Date</u> | <u>Days Earned</u> |
| | Less than 3 | 10 |
| | 3 to 12 | 15 |
| | More than 12 | 20 |

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2. Vacation time shall be earned for each month in which the employee is in paid status at least seventy-five percent of the scheduled workdays.
 3. For employees working less than a twelve (12) month assignment, vacation time is earned and paid on a prorated basis.

(b) Eligibility

Employees shall be entitled to accumulate paid vacation time. Although vacation time may be accumulated during the probationary period of employment, the employee is not entitled to use these days until six months of employment have been successfully completed. Employees are allowed to take up to 40 hours of vacation in advance of earning for an approved scheduled vacation (not to be used for other types of leave).

(c) Maximum Vacation Accumulation

Employees must use at least one-half of earned vacation each school year (July 1 to June 30). An employee will be allowed to accumulate or carry over to the next fiscal year no more than twenty (20) days of paid vacation.

(d) Miscellaneous Vacation Regulations

1. When an employee terminates service with the County Office of Education, the employee shall be paid for any days of accumulated vacation to the maximum of twenty (20) days.
2. If an employee's authorized use of vacation comes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation dates be changed to sick leave, and the vacation days may be rescheduled at a mutually agreeable time.
3. No leave without pay shall be allowed if an employee has an unused balance of vacation days or compensatory time, except in the case of approved FMLA leave.

1 17. Military Leave

2 An employee shall be entitled to military leave as provided for in
3 Education Code Section 45059. Military orders shall be submitted to
4 the Human Resources Department to verify the dates of said leave
5 prior to the period of absence, except in cases of emergency. In cases
6 of emergency, orders shall be submitted as soon as possible.
7

8 18. Catastrophic Leave Donation

9 Employees may donate accrued vacation, compensatory or sick leave
10 time to a County Office of Education employee who qualifies to
11 receive donations as a result of an extended absence.
12

13 1. Eligibility

14 (a) Employees shall be eligible to donate or receive
15 catastrophic leave.
16

17 (b) An employee becomes eligible to receive catastrophic
18 leave donations when the employee has exhausted all
19 his/her accrued leave, as a result of a verifiable long-term
20 illness or injury suffered by the employee or an illness or
21 injury that incapacitates a member of the employee's
22 immediate family, which incapacity requires the employee
23 to take time off from work for an extended period of time
24 to care for that family member. A long-term absence for
25 purposes of this regulation shall be an absence which
26 initially exceeds fifteen consecutive workdays.
27

28 2. Application

29 (a) Requests for receipt of catastrophic leave donation will be
30 processed by the Human Resources Department.
31

32 (b) An eligible employee will submit a written request for
33 donations to the Human Resources Department,
34 accompanied by a medical statement from the attending
35 physician, including a brief statement of the nature of the
36 illness or injury and an estimated time the employee will
37 be unable to work.
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3. Donation Procedure
- (a) Donation of leave will be strictly voluntary; the identity of leave donors will be held in absolute confidence.
 - (b) Employees may donate accrued vacation, compensatory time or sick leave.
 - (c) Donations must be made in whole day increments with a minimum of one day.
 - (d) Donors donating vacation or compensatory time must have an overall vacation/holiday/compensatory leave balance of one hundred twenty hours remaining after donated time has been deducted. Donors may donate up to a combined total of three (3) vacation and comp time days per fiscal year.
 - (e) Donors donating sick leave must have a sick leave balance after donation, in an amount not less than the amount of annual sick leave allocation received by the donor. During any fiscal year, the amount of sick leave time that may be donated shall not exceed one-half the amount of sick leave earned and unused in the previous fiscal year. (Example: In the previous fiscal year, donor earned twelve (12) days of sick leave and used four (4) days, leaving eight (8) days unused. Donor could donate four (4) days.)
 - (f) Once donated to an individual, donated leave cannot be reclaimed by the donor.
 - (g) Employees wishing to donate time will submit donation authorization forms to the Human Resources Department. Donation authorization forms which do not contain all requested information shall not be processed.
 - (h) If donations exceed the projected need, donation authorization forms will be processed in the order received. Excess donations will be processed, if needed, before an additional donation period is scheduled.

- 1 (i) Donated credits will be available for use by the recipient
2 on the next payday which falls at least fourteen (14) days
3 after the date of submission to the Human Resources
4 Department.
5
- 6 (j) Donation authorizations will expire after a twelve (12)
7 month period if not used.
8
- 9 (k) Upon receipt of donation authorizations, the Human
10 Resources Department shall take the following actions:
11
- 12 1. Verify that donating employee has minimum required
13 leave balance required for donation; convert donated
14 time to dollars at the hourly rate of the donor and
15 subtract from designated leave category.
16
 - 17 2. Convert donated dollars as computed above to hours
18 at the hourly rate of the recipient, and add to
19 recipient's sick leave balance.
20
 - 21 3. Notify donor and recipient of changes in leave
22 balances.
23
 - 24 4. Retain a confidential file of donation authorizations.
25
- 26 4. Donated time is treated as sick leave accrued by the recipient of
27 the donation.
- 28 (a) Donated time does not alter the employment rights of the
29 County Office of Education or the recipient, nor extend or
30 alter limitations otherwise applicable to Leaves of Absence
31 or Sick Leave, except as noted in this regulation.
32
 - 33 (b) Employees who are utilizing donated sick leave hours will
34 continue to accrue vacation and sick leave as if in paid
35 status. Such accrued leave time shall be used prior to
36 additional use of donated catastrophic leave time.
37
- 38 5. Duration
- 39 (a) Employees may use donated leave credits for a period not
40 to exceed twelve (12) consecutive months.

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19. Family Medical Leave Act

1. Federal law provides for up to twelve (12) weeks of unpaid leave for qualified employees due to certain health care or family issues.
2. Generally FMLA leave is available to employees who have been employed by the County Office of Education for at least twelve (12) months and who have worked at least 1,250 hours during the past twelve (12) months of employment.
3. Leave may be taken due to:
 - (a) Birth of a child
 - (b) Adoption or foster placement of a child
 - (c) Health care of the employee’s spouse, child or parent
 - (d) Health condition of the employee
4. The leave is unpaid but health benefits continue to be paid by the County Office of Education to the extent that they were paid prior to the leave. Where applicable, paid leave will run concurrently with FMLA leave.
5. In cases of Maternity Leave, additional uncompensated leave time may be available for eligible employees under the California Family Rights Act (CFRA) or Pregnancy Disability Leave (PDL). Employees should contact the Human Resources Department for additional information on CFRA and/or PDL.

ARTICLE XII
TRANSFERS/VACANCIES

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2
3
4 1. General

5 (a) In the transfer of employees, the best interests of the County
6 Office of Education shall be controlling. The desires of the
7 employee involved, competency and qualification, instructional
8 requirements and staff availability shall be other factors to be
9 considered. Where the foregoing factors are considered by
10 management to be equal, seniority shall be the deciding factor.
11 If seniority is equal, then the determination shall be made by
12 lot.

13
14 (b) Prior to the end of the year, C.S.E.A. Schedule 1 Employees
15 will submit to the County Office of Education a form listing
16 their choice of five classes for the coming year. If requested,
17 where possible, the employee will be retained in the same
18 position. Where possible, the C.S.E.A. Schedule 1 Employees
19 will be given one of their first five choices. Within five (5)
20 working days of notification of assignment, employees who
21 were not assigned to one of their first five choices shall have the
22 right to request a meeting with the appropriate administrator.
23 Within five (5) working days of such meeting, the employee
24 shall have the right to appeal the decision to the Deputy
25 Superintendent, Business Services. The employee may have a
26 representative of his or her choice present at either meeting.

27
28 2. Voluntary Transfer

29 (a) An employee desiring a transfer to an open position during the
30 year shall submit a request in writing to the appropriate
31 administrator stating the reason for the request. The employee
32 shall be notified in writing of the action taken on the request
33 within twenty (20) calendar days after the close of the posting
34 period. If two employees of equal qualifications, as determined
35 by management, make a request for the same position, seniority
36 shall be the determining factor of selection. If seniority is
37 equal, then the determination shall be made by lot. If a transfer
38 is denied, the employee shall be given, upon request, a written
39 rationale for the denial.

1 (b) When an employee requests a reassignment during the year
2 when no vacancy exists, the employee shall be notified in
3 writing of the action taken on the request within twenty (20)
4 calendar days.
5

6 3. Involuntary Transfer

7 An employee being involuntarily transferred shall, upon request, be
8 notified in writing as to the reasons for the transfer. Within five (5)
9 working days of the written response, the employee shall have the
10 right to request to meet with and discuss the transfer with an
11 appropriate administrator at a meeting requested by the employee
12 prior to a final decision being rendered. Within five (5) working days
13 of such meeting, the employee shall have the right to appeal the
14 decision to the Deputy Superintendent, Business Services and shall
15 have the right to a representative of his or her choice present at either
16 meeting.
17

18 4. Notice

19 A C.S.E.A. Schedule 1 Employee transferred after the beginning of
20 the fall semester shall be given five (5) calendar days notice before the
21 transfer occurs.
22

23 5. Vacancies

24 Vacancy announcements for vacancies occurring during the summer
25 recess shall be mailed to all C.S.E.A. Schedule 1 Employees
26 employed by the County Office of Education who have, prior to May
27 31, filed a written request to the Human Resources Department for a
28 list of vacancies.
29

30 Notice of employment vacancies are posted on the Job Hotline at 209-
31 468-4981 and www.edjoin.org under San Joaquin County Office of
32 Education. The County Office of Education may fill vacancies at any
33 time after the posting period.
34

35 6. Extended Session Assignments

36 C.S.E.A. Schedule 1 Employees employed prior to May 31, shall be
37 given first preference in filling extended session positions prior to the
38 County Office of Education seeking other employees. Such priority
39 shall be subject to evaluations and/or other documentation of
40 performance.

ARTICLE XIII
EVALUATION

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1. Employees shall be evaluated at least once each year during the first three (3) years of employment and once every two (2) years thereafter. Management shall have the right to evaluate employees as often as management deems necessary. The classroom teacher shall be allowed to have input to the evaluation of C.S.E.A. Schedule 1 Employees. The program administrator shall complete and sign the evaluation with the bargaining unit member. An evaluative summary meeting will be held at the discretion of the program administrator or at the request of the employee. Any unsatisfactory evaluation shall include recommendations for improvement and an offer to assist the employee in implementing the recommendations made as appropriate.
2. Evaluations shall be based on classroom or worksite observations and upon such other job-related factors that affect the operation and welfare of the education program and/or the department in which the employee works.
3. Employees shall sign the evaluation form indicating that the employee has seen the form. The signature does not necessarily mean that the employee agrees with the evaluation.
4. The employee may elect to respond in writing. Such response shall be included with the employer's evaluation.

ARTICLE XIV
SAFETY CONDITIONS

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1. Employees shall have the right to be assigned to duty stations which are safe by reasonable standards.
2. Safety directives shall be issued by the County Office of Education as necessary to maintain safe working conditions.
3. C.S.E.A. Chapter #755 members may report to the program administrator any unsafe physical or working conditions. Such report may be initially verbal, but must be followed by written comment. The County Office of Education will consider all comments on hazardous physical or working conditions. An employee may choose to submit such written report of unsafe or hazardous physical or working conditions anonymously.
4. Employees may use reasonable force to protect themselves from attack to protect another person or property or to quell a disturbance threatening physical injury to others.
5. Employees shall immediately report to the program administrator any occurrence of the following:
 - (a) An employee of the County Office of Education being attacked, assaulted or menaced by any pupil.
 - (b) Any parent, guardian or other person insulting or abusing any employee of the County Office of Education in the presence of school personnel or pupils.
 - (c) Any damage to or theft of County Office of Education property.
6. The County Office of Education shall reimburse an employee for the loss, destruction or damage by arson, burglary or vandalism of personal property used in the schools operated by the County Office of Education, provided that such use of personal property was given prior written approval by the program administrator before the property was brought to the workplace. The value of the property must be agreed upon by the person bringing the property and the program administrator. The maximum reimbursable value shall not exceed \$300 for any item of personal property.

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- 7. In accordance with Education Code Section 35208, the County Office of Education shall insure all employees against personal liability for damages for death, injury, or damage to or loss of property when acting within the scope of employment.
- 8. The County Office of Education shall provide training for employees who are required to provide specialized health care.
- 9. Employees will not be required to perform specialized health care services without employer authorization, except in an emergency.
- 10. A C.S.E.A. Schedule 1 Employee, for good cause, may recommend suspending any pupil under his/her supervision. The teacher responsible for the class will consider the recommendation and will initiate action which is necessary and appropriate according to established procedures.

ARTICLE XV
BENEFITS

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6 1. Benefits Provided

7 (a) Cap

8 Medical, dental and vision coverage will be provided by the
9 County Office of Education on a composite rate structure, not to
10 exceed a monthly employer cost of \$762.09 for 2009-10.

11
12 For 2010-11, the cap may be reopened for negotiations.

13
14 For 2011-12, the cap may be reopened for negotiations.

15
16 (b) Costs in Excess of Cap

17 Employees who are or become enrolled in a plan or plans which
18 exceed the maximum monthly amount specified above shall have
19 the balance of the premium due paid through a payroll deduction.

20
21 (c) All eligible employees must participate in a medical, dental and
22 vision plan.

23
24 2. Coverage Provided

25 (a) IRS Section 125 Plan

26 Effective October 1, 1994, benefits shall be provided by the San
27 Joaquin Health Care Joint Powers Authority (JPA) under an IRS
28 125 plan. There is currently no charge for administration of the
29 IRS 125 plans. In the event that the third-party administrator of
30 the IRS plans imposes an administrative fee in the future, such
31 fees shall be the responsibility of the participating employee
32 based on the service chosen and will be paid through payroll
33 deduction.

34
35 (b) Medical

36 Employees may select coverage from any one of the medical
37 plans offered by the JPA.

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(c) Dental
Employees may select coverage from any dental plan offered by the JPA.

(d) Vision
Employees may select coverage from the ophthalmologist-based vision plan offered by the JPA.

(e) Life Insurance
Employees shall receive \$25,000 of term life insurance coverage upon completion of one (1) year of employment.

3. Eligibility

3.1 Intent

(a) It is the intent of the parties that C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006, will continue to receive health benefits prorated based on six (6) hours per day. Paragraph 3.3 of this section pertains to those employees who shall be “grandfathered” under the six-hour rules.

(b) All employees other than C.S.E.A. Schedule 1 Employees shall receive health benefits prorated based on eight (8) hours per day. These employees shall be subject to paragraph 3.2 of this section.

(c) C.S.E.A. Schedule 1 Employees hired on or after June 30, 2006, shall receive health benefits prorated based on eight (8) hours per day. These employees shall be subject to paragraph 3.2 of this section.

3.2 Employees excluding C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006

(a) Employees working four (4) or more hours per day, but less than eight (8) hours per day shall receive benefits based upon a ratio obtained by dividing the number of hours worked per day by eight. Such employees shall have the option to participate in the available benefit programs by contributing the employee share of the cost through payroll deduction. In order to participate in any one type of coverage (i.e., medical, dental, vision or life), the

1 employee must enroll in and contribute toward the cost of all
2 types of coverage.

- 3
4 (b) Employees working eight hours per day shall receive 100% of
5 the employer contributions specified in Section 1 of this Article.

6
7 3.3 C.S.E.A. Schedule 1 Employees hired prior to June 30, 2006

- 8 (a) Employees working four (4) or more hours per day, but less than
9 six (6) hours per day, shall receive benefits based upon a ratio
10 obtained by dividing the number of hours worked per day by six.
11 Such employees shall have the option to participate in the
12 available benefit programs by contributing the employee share of
13 the cost through payroll deduction. In order to participate in any
14 one type of coverage (i.e., medical, dental, vision or life), the
15 employee must enroll in and contribute toward the cost of all
16 types of coverage.

- 17
18 (b) Employees working six (6) hours per day shall receive 100% of
19 the employer contributions specified in Section 1 of this Article.

20
21 4. Change of Benefits

- 22 (a) The County Office of Education shall not initiate a change in
23 the type or level of benefits provided during the term of this
24 Agreement except with mutual consent of C.S.E.A. Chapter
25 #755.

- 26
27 (b) The County Office of Education shall assume no responsibility
28 or liability for changes in coverage imposed by benefit
29 insurance providers. It is understood and agreed that the
30 County Office of Education exercises no control and
31 accordingly accepts no responsibility with respect to individual
32 providers and/or hospitals included in the panel of specific
33 benefit plans.

- 34
35 (c) The “provider” for the County Office of Education’s self-
36 insured medical, dental and vision plans is the San Joaquin
37 County Schools Health Insurance Consortium. Any change in
38 the third-party administrator of the self-insured medical, dental
39 or vision plans shall not be considered a change in benefits.

40

1
2 (d) The County Office of Education makes no representation with
3 respect to financial viability and shall not be liable for any
4 claims resulting from the financial insolvency of any HMO or
5 medical plan.
6

7 5. Retiree Health & Welfare Benefits
8

9 (a) The County Office of Education shall provide to each eligible
10 C.S.E.A. Chapter #755 retiree those health insurance benefits
11 that are provided to active employees. Retiree health insurance
12 benefits shall be identical to those provided active employees in
13 any given year, except that coverage specifically prohibited by
14 any benefit carrier to retirees shall not be provided.
15

16 (b) To be eligible, the retiree must:

- 17 1. Have been providing full-time service and continuously
18 employed by the County Office of Education for a
19 minimum of five years immediately prior to retirement.
20 Full-time is defined as eight (8) hours per day, school
21 term for employees other than C.S.E.A. Schedule 1
22 Employees hired prior to June 30, 2006, and six (6) hours
23 per day for C.S.E.A. Schedule 1 Employees hired prior to
24 June 30, 2006.
25
- 26 2. Have obtained the minimum retirement age required by
27 the Public Employees Retirement system (PERS) or have
28 qualified for PERS disability retirement and be receiving
29 retirement benefits from PERS.
30

31 (c) Benefits shall be provided on the basis of one (1) month of
32 benefits for each two (2) months of service to the County Office
33 of Education. A fraction of a month of service shall be rounded
34 to the nearest full month.
35

36 (d) The foregoing C.S.E.A. Chapter #755 retiree benefits will
37 continue until age 65, or until eligibility expires, whichever
38 occurs first.
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6. State Disability Insurance (SDI)

Unit members shall participate in the State Disability Insurance (SDI) program. Premiums shall be paid by employees through payroll deduction. An alternate disability insurance program may be implemented upon mutual agreement by the County Office of Education and C.S.E.A. Chapter #755.

1
2 *ARTICLE XVI*
3 SALARY
4

5 1. Salary Schedule

6 (a) Salary schedules are attached as Exhibit 2.
7

8 (b) Salary schedules reflect the following increases:
9

10 2009-10: The salary schedule shall remain the same as 2008-09

11 2010-11: Salaries may be reopened for negotiations

12 2011-12: Salaries may be reopened for negotiations
13

14 2. Contingencies
15

16 (a) In the event that any action on the part of the state results in a
17 funded Cost of Living Adjustment (COLA) for revenue limit
18 and/or special education funding that is at least 1.0% less than
19 the salary schedule percentage increase for the corresponding
20 fiscal year specified in paragraph 2 of this Article, then the
21 salary schedule shall be reduced to the prior year level effective
22 with the next payroll following the effective date of such
23 COLA(s) and Article XVI Salaries shall be immediately
24 reopened for negotiations.
25

26 (b) In the event that any action on the part of the state results in a
27 funded Cost of Living Adjustment (COLA) for revenue limit
28 and/or special education funding that is at least 1.0% greater
29 than the salary schedule percentage increase for the
30 corresponding fiscal year specified in paragraph 2 of this
31 Article, then Article XVI Salaries shall be immediately
32 reopened for negotiations.
33

34 (c) For the 2009-10 fiscal year only, paragraphs (a) and (b) of this
35 section shall be suspended.
36

37 (d) During the 2009-10 fiscal year, in the event that any action on
38 the part of the state results in a funded Cost of Living
39 Adjustment (COLA) for revenue limit and/or special education

1 funding and a restoration of all revenue limit deficits, salaries
2 shall be immediately reopened for negotiations.
3

4 3. Initial Placement

5 New employees will normally be placed on Step 1 of the schedule.
6 However, outstanding previous experience of a comparable nature
7 may result in initial placement on Step 2 or Step 3, but in no case
8 beyond Step 3.
9

10
11
12 4. Anniversary Date

13 (a) All step increases shall occur as of July 1.
14

15 (b) All employees both full and part-time shall receive step
16 increases as follows:
17

18 1. Employees hired on or before December 31 shall receive
19 a step increase the first July 1 of employment.
20

21 2. Employees hired on or after January 1 shall receive a step
22 increase the second July 1 of employment.
23

24 5. Payday

25 Payday for regular compensation shall be on the last working day of
26 the month on which the administrative offices are open for business.
27

28 6. Method of Payment

29 Employees may elect to receive paychecks through electronic deposit
30 to their bank account or by U.S. mail to their home. Mailed
31 paychecks will be postmarked not later than the designated payday,
32 but may not reach employees' home until after the designated payday.
33 Electronic deposits will be posted to the employee's bank account on
34 the designated payday.
35

36 7. Salary Payment Options

37 (a) Twelve (12) month employees shall receive twelve (12) equal
38 paychecks per year, paid on the end of month regular payroll.
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(b) Eleven (11) month employees shall have the following salary payment options:

1. 11/11 - Annual salary divided into eleven (11) equal paychecks. (August current year to June next year.)
2. 11/12 - Annual salary divided into twelve (12) equal paychecks (August current year to July next year.) Funds do not accrue interest and shall not be electronically deposited for the July pay warrant. Any classification change during the school year results back to an eleven (11/11)-month pay schedule.
3. 12/12 - Annual salary is divided into twelve (12) equal paychecks. (July current year to June next year.) Funds do not accrue interest.

(c) Ten-month or school-term employees shall have the following salary payment options:

1. 10/10 - Annual salary is divided into ten (10) equal paychecks. (September current year to June next year.)
2. 10/12 - Annual salary is divided into twelve (12) equal paychecks. (September current year to August next year.) Funds do not accrue interest and shall not be electronically deposited for the July and August pay warrants. Any classification change during the school year results back to a ten (10/10)-month pay schedule.
3. 12/12 - Annual salary is divided into twelve (12) equal paychecks. (July current year to June next year.) Funds do not accrue interest.

(d) Once a ten-month, eleven-month, or school-term employee has been established as a 12/12, they will remain on 12/12 status even though they may cease to work 10 days in July in subsequent years. Such employees may elect to return to 10/10 or 11/11 status.

1 (e) New Hires' First Paycheck

2 New hires, employees starting work on or before the 16th of the
3 month, will receive their first check on that month's regular
4 payroll. Employees, whose first day of work starts after the 16th
5 of the month but before the 27th, will receive their first
6 paycheck on the following month's supplemental payroll.
7 Employees whose first day of work is on or after the 27th, will
8 receive their first paycheck on the following month's regular
9 payroll. These dates are subject to completed paperwork
10 submitted to the Payroll Department.
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ARTICLE XVII
TRAVEL

1. Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the mileage rate allowed by the IRS. Should such rate change during the term of this Agreement, the County Office of Education will begin reimbursing at the new rate as of the first of the month following thirty (30) days of receipt of the notice from the IRS.
2. Employees shall not be required to transport students in their personal vehicle except in the case of an emergency or in order to assure the safety of the students.
3. Employees shall be reimbursed for food and lodging at the rate specified in accordance with the County Office of Education policy.

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4 **ARTICLE XVIII**
5 **LAYOFF**
6

7 1. **General**

8 A layoff for the purpose of this article shall be considered as an
9 involuntary separation or reduction of hours of a permanent or
10 probationary employee due to lack of funds and/or lack of work.
11 County Office of Education and C.S.E.A. Chapter #755 agree that all
12 obligations to negotiate any effects, impacts, or processes regarding
13 any layoff have been met and that all such provisions are contained in
14 this Article.
15

16 2. **Priority of Termination**

17 No bargaining unit member shall be laid off from any position while
18 an employee not in classified service is performing work under the
19 same classification.
20

21 3. **Seniority Roster**

22 The County Office of Education shall furnish C.S.E.A. Chapter #755
23 no later than October 1 of each year, a seniority roster by hire date as
24 it existed on June 30 of that year. At any time, C.S.E.A. Chapter #755
25 or an employee may challenge his/her placement on the seniority
26 roster by making objections to the Superintendent or his/her designee
27 who shall review the objections and conduct an audit if requested, and
28 make the results of such audit known to C.S.E.A. Chapter #755 and
29 the employee.
30

31 4. **Order of Layoff**

32 The order of layoff shall be in reverse order of hire date seniority in
33 the job classification in which the layoff occurs. The employee who
34 has been employed the shortest time shall be laid off first. For all
35 employees, seniority means the earliest date of hire in the job
36 classification in which the layoff occurs, plus higher classifications.
37 In cases where a break in service has previously occurred due to
38 layoff or an approved leave of absence, and the break in service lasted
39 not more than 39 months, the original hire date shall be used. If the

1 break in service lasted more than thirty-nine (39) months, the most
2 recent hire date shall be used.

3
4
5 5. Equal Seniority

6 If two or more employees subject to layoff have equal classification
7 seniority as defined in paragraph 3, then the determination shall be
8 made by lot.

9
10 6. Notice of Layoff

11 (a) The County Office of Education agrees to meet with the
12 employee and give C.S.E.A. Chapter #755 such non-
13 confidential written materials and information as are available.
14 Such meeting shall not involve a bargaining obligation and
15 shall not delay any action related to layoff that the County
16 Office of Education deems necessary. The County Office of
17 Education will provide C.S.E.A. Chapter #755 with an updated
18 seniority roster for those classifications affected no less than
19 five (5) working days before action of the County
20 Superintendent. Once a layoff notice is given, an employee
21 may challenge his/her place on the seniority roster only within
22 ten (10) working days following notification of the layoff by
23 making objections to the Superintendent or his/her designee
24 who shall review the objections and conduct an audit, if
25 requested, and make the results of such audit known to the
26 employee(s) and C.S.E.A. Chapter #755 prior to the effective
27 date of any layoff(s) involving such employees.

28
29 (b) After County Superintendent action has been taken on a layoff,
30 a written notice of layoff shall be given to affected employees
31 no less than forty-five (45) calendar days prior to the effective
32 date of layoff.

33
34 (c) When, as a result of the expiration of a specially-funded
35 program, classified positions must be eliminated at the end of
36 any school year and employees will be subject to layoff, the
37 employees to be laid off at the end of such school year shall be
38 given written notice on or before May 29 informing them of
39 their layoff effective at the end of such school year and of their
40 displacement rights and reemployment rights, if any. However,

1 if the termination date of any specially-funded program is other
2 than June 30, such notice shall be given no less than thirty (30)
3 days prior to the effective date of layoff.
4

5 7. Notice of Layoff Contents

6 The notice of layoff shall contain the following information:

- 7 (a) The reason for layoff.
8
9 (b) The employee's displacement rights, if any.
10
11 (c) The employee's reemployment rights.
12
13 (d) A copy of the layoff notice and a list of the employees receiving
14 such notice shall be given to C.S.E.A. Chapter #755.
15
16 (e) The right to a termination interview with the County
17 Superintendent or his/her designee and the right to have
18 C.S.E.A. representation at the interview.
19
20 (f) The employee's unemployment insurance rights.

21
22 8. Bumping Rights

- 23 (a) Employees whose positions are eliminated maintain the right to
24 displace other employees in the classification with less
25 seniority. In lieu of layoff, senior employees have the right to
26 bump a less senior employee in a lower classification in which
27 the first employee has previously served. An employee who is
28 being laid off may voluntarily accept a reduction in assigned
29 time in lieu of layoff. Assigned time means the number of
30 hours per day, days per week, or days per year worked by the
31 employee. The senior employee does not have a right to
32 reassignment into a position with greater assigned time, unless
33 a vacancy exists. The right to reassignment to a position with
34 less assigned time shall be based on seniority.
35
36 (b) Employees also shall have the right to bump less senior
37 employees serving in lower included classifications. "Lower
38 included classifications" are those which have duties that are
39 included or encompassed in the duties designated for another
40 classification. For example, a C.S.E.A. Schedule 1 Employee –

1 Bilingual would have bumping rights to be reassigned as a
2 C.S.E.A. Schedule 1 Employee, even though the employee has
3 not served in the C.S.E.A. Schedule 1 Employee position.
4

- 5 (c) Displacement (bumping) rights must be exercised within ten
6 (10) work days of the notice of layoff.
7

8 9. Seniority for Bumping

- 9 (a) Seniority, for the purpose of determining bumping rights, shall
10 be determined by the County Office of Education date of hire
11 within the classification.
12

- 13 (b) In the event three or more positions are to be laid-off at the
14 same time, the County Office of Education and C.S.E.A.
15 Chapter #755 will hold a conference for the fact of bidding all
16 remaining positions.
17

- 18 (c) A time and place for the bidding conference will be mutually
19 established between the County Office of Education and
20 C.S.E.A. Chapter #755. One week prior to the conference,
21 C.S.E.A. Chapter #755 and all employees in the affected job
22 classification will be provided with a seniority list and a list of
23 open positions. This information will include a description of
24 the position, the location, hours, and special needs. The name
25 of a contact person who can discuss the position will also be
26 included.
27

- 28 (d) Any employee who is interested in the bidding conference will
29 be welcome to attend.
30

- 31 (e) The open positions will be listed for all participants. The most
32 senior employee present and who wishes to do so, has the first
33 opportunity to “bid” for any open position on the board. With
34 that action, the selected position is removed from the board, and
35 the position of the person who bid is added to the list as a newly
36 opened position. If the most senior person at any given time
37 does not “bid,” he/she is removed from the process and no
38 longer has the option of “bidding” on positions that may
39 become open throughout the remainder of the process. The
40 next senior employee who is present then has the opportunity to

1 bid for any open position that is listed. The process is repeated
2 until all open positions are filled. If two or more employees
3 have equal seniority, then the determination shall be made by
4 lot.

- 5
6 (f) When an employee who is initially displaced because of the
7 layoff action reaches his/her opportunity to bid based on
8 seniority status, he/she may elect from any of the open positions
9 or he/she may elect to “pass.” In electing to “pass”, the
10 employee reserves the right to intervene at any subsequent time
11 when a position becomes open in which he/she has an interest.

12
13 EXAMPLE: Suppose a C.S.E.A. Schedule 1 Employee on the
14 seniority list has been displaced by the layoff action, but he/she
15 still has enough seniority to hold a position within the
16 organization. When his/her turn to choose arrives, he/she
17 decides not to make a selection from the positions that are open
18 at that time, but chooses to “pass.” The process then moves to
19 the next most senior C.S.E.A. Schedule 1 Employee who
20 decides to elect from the open positions, leaving his/her current
21 position open. At that time, the “displaced” C.S.E.A. Schedule
22 1 Employee may choose to exercise his/her option to select
23 from the open positions, or he/she may continue to wait in the
24 hope that another position will become open. If the C.S.E.A.
25 Schedule 1 Employee does not exercise his/her option to choose
26 and waits until the end of the bidding process, he/she may
27 choose only from one of the positions that remain open at the
28 end of the bidding process. It should be noted that if the
29 C.S.E.A. Schedule 1 Employee waits too long, the possibility
30 exists that only three-hour positions without benefits may
31 remain.

- 32
33 (g) Upon completion of the bidding process, and prior to
34 assignments being considered final, management shall have the
35 option to reassign any positions when it is believed to be in the
36 best interest of the educational program or departmental
37 operations. Reasons for adjustments will be provided to the
38 affected parties in writing.

39
40

- 1 10. Salary Placement for Employees Exercising Displacement Rights
2 An employee exercising displacement rights (bumping) to a lower
3 classification will be placed on the same step of the lower or equal
4 range as that held in the classification from which displaced.
5
6
- 7 11. Retirement in Lieu of Layoff
8 (a) Any employee who was subject to, or was in fact laid off, and
9 who is qualified for and who elected service retirement from the
10 Public Employees Retirement System shall be placed on an
11 appropriate reemployment list. The County Superintendent
12 shall notify the Board of Administration of the Public
13 Employees Retirement System of the fact that retirement was
14 due to layoff.
15
16 (b) If an employee is subsequently subject to reemployment and
17 accepts, in writing, the appropriate vacant position, the County
18 Superintendent shall maintain the vacancy, but may fill it on a
19 temporary basis until the Board of Administration of the Public
20 Employees Retirement System has properly processed the
21 employee's request for reinstatement from retirement.
22
- 23 12. Layoff in Lieu of Bumping
24 An employee who elects layoff in lieu of bumping maintains his/her
25 reemployment rights under this Agreement.
26
- 27 13. Reemployment Rights
28 (a) Laid off employees are eligible for reemployment in the
29 classification from which laid off for a thirty-nine (39) month
30 period from the effective date of layoff and shall be reemployed
31 in the reverse order of layoff, as vacancies become available.
32 His/her reemployment shall take precedence over any other
33 type of employment in his/her classification.
34
35 (b) Employees who, at the time of layoff, take voluntary demotion
36 or voluntary reduction in assigned time in lieu of layoff shall
37 be, at his/her option, returned to a position in his/her
38 present/former classification or to present/former positions with
39 the number of hours assigned prior to layoff, as vacancies
40 become available, for a period of sixty-three (63) months,

1 except that he/she shall be ranked in accordance with his/her
2 seniority on any valid reemployment list.

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6 14. Reemployment Notice

7 (a) An employee who is laid off and is subsequently eligible for
8 reemployment, shall be notified, in writing, by the County
9 Superintendent of opening(s) for which he/she is eligible. The
10 notice shall be sent with a “Proof of Service by Mail” to the last
11 address on record with the Human Resources Department of the
12 employee.

13
14 (b) In lieu of mail notice, the County Superintendent may elect to
15 give notice by telephone or by personal contact to the person
16 directly involved if mutually agreed to by the County Office of
17 Education and the employee at the exit interview. If the
18 position is refused or accepted, the County Superintendent will
19 confirm such refusal or acceptance by letter to the employee
20 with a copy to C.S.E.A. Chapter #755 within five (5) days.

21
22 (c) The County Superintendent may simultaneously send out
23 notices of vacancy to more than one person on a reemployment
24 list provided that a more junior person may be given the
25 vacancy only when those with more seniority have declined or
26 waived it.

27
28 15. Employee Response

29 (a) An employee shall send notification to the County
30 Superintendent of his/her intent to accept or refuse
31 reemployment within ten (10) working days from the date of
32 the reemployment notice. Failure to respond within that time
33 shall result in the employee’s name being removed from the
34 reemployment list.

35
36 (b) If the employee is contacted by telephone, or other personal
37 contact is made, he/she must accept the position within ten (10)
38 calendar days or it is deemed declined. If the employee accepts
39 reemployment, he/she must be willing and able to report to
40 work within twenty (20) working days following notice of

1 reemployment. If the employee accepts reemployment but fails
2 to report to work within twenty (20) working days following
3 notification of employment, he/she will be removed from the
4 reemployment list. Such removal shall not apply in cases of
5 illness or emergencies. An employee who has received and
6 declined two offers of reemployment in the classification from
7 which laid off, with the same or more hours than those assigned
8 at the time of layoff, shall be removed from the reemployment
9 list. An employee who has received and declined
10 reemployment to a lower or equal classification with fewer
11 hours assigned at the time of layoff, shall continue his/her status
12 on a reemployment list for the original thirty-nine (39) month
13 period.
14

15 16. Employment in Other Classifications

16 (a) The employee on a reemployment list shall have the right to
17 apply for promotional positions and other vacancies within the
18 filing period specified. A employee on a reemployment list
19 shall be notified by mail of promotional and other vacancy
20 opportunities for which he/she is eligible. When, in the
21 judgment of management, all other factors are equal, an
22 employee on a reemployment list shall be given hiring
23 preference over an individual who is not an employee of the
24 County Office of Education.
25

26 (b) The employee may file with the County Superintendent each
27 July 1 a request for notice of vacancies in specific
28 classifications or positions. A copy of the promotional and
29 vacancy opportunity shall be sent to the employee on the same
30 day as the notice is posted at school sites and shall be sent by
31 mail to the last known address of the employee. This notice
32 may also be given by telephone as provided in Section 15 (b).
33

34 (c) An employee who accepts reemployment in a lower or equal
35 classification pursuant to this section, shall continue his/her
36 status on a reemployment list for the original thirty-nine (39)
37 month period plus an additional twenty-four (24) months for a
38 total of sixty-three (63) months.
39

1 17. Maintenance of Seniority Credit, Vacation, Longevity and Salary Step
2 Placement

3 An employee laid off or who elected retirement in lieu of layoff and
4 who was subsequently reemployed by the County Superintendent
5 within thirty-nine (39) months following the effective date of layoff
6 shall be reinvested with credit for prior service on record at the point
7 of separation for purposes of seniority credit, vacation, longevity and
8 salary step placement.
9

10 18. Maintenance of Sick Leave Benefits

11 An employee laid off and subsequently reemployed by the County
12 Superintendent within thirty-nine (39) months following the effective
13 date of layoff shall be credited with his/her sick leave balance at the
14 time of separation.
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ARTICLE XIX
DISCIPLINARY PROCEDURES

1. Any employee designated as a permanent employee shall be subject to disciplinary action for just cause; including, suspension, demotion and dismissal. Such just cause shall include, but not be limited to those as set forth in this Article. Probationary employees are not entitled to the due process provisions of this Article. This Article shall not limit the right of the County Office of Education to evaluate or reprimand employees orally or in writing or to counsel employees.

2. Cause for Suspension or Termination shall include but not be limited to:
 - (a) Incompetency or inefficiency
 - (b) Unauthorized or excessive absence and/or repeated tardiness
 - (c) Insobriety or unauthorized use or possession of alcohol or narcotics during duty hours
 - (d) Insubordination
 - (e) Dishonesty
 - (f) Conviction of a felony, any crime involving moral turpitude or any crime bringing discredit upon the County Office of Education
 - (g) Immoral or unprofessional conduct
 - (h) Evident unfitness for service
 - (i) Physical or mental condition unfitting for service
 - (j) Persistent violation of or refusal to obey the school laws of the state or rules and regulations of the county
 - (k) Discourteous treatment of the public, pupils or employees of the County Office of Education
 - (l) Neglect of duty
 - (m) Intentional misrepresentation or concealment of any fact in connection with obtaining employment

- 1 (n) Willful damage to public property, excessive waste of public
2 supplies or equipment or excessive carelessness with County
3 Office of Education property or funds
- 4 (o) Failure to possess or keep in effect any license, certificate or
5 other similar requirement specified in the law or the employee's
6 class specification or otherwise necessary for the employee to
7 perform the duties of the position
- 8 (p) Repeated failure to perform regular or assigned duties
- 9 (q) Knowingly providing verbal or written confidential information
10 to individuals not entitled to such information

11

12 3. Procedure for Suspension or Termination

13 (a) A permanent employee shall receive a preliminary written
14 notice of any proposed suspension without pay or termination.
15 The written notice must contain a specific statement of charges
16 or grounds upon which the proposed disciplinary action is
17 based, the date the disciplinary action is proposed to be
18 effective, and all materials upon which the disciplinary action is
19 based.

20

21 (b) The employee shall have the right to respond either orally or in
22 writing within seven (7) days of receiving the notice to the
23 Superintendent or designee. The Superintendent's designee
24 shall not have conducted the investigation or have made the
25 initial recommendation for disciplinary action. The
26 Superintendent or designee shall consider the employee's
27 response and recommend within fifteen (15) calendar days that
28 the proposed disciplinary action either be taken or not taken.

29

30 4. A permanent employee who is suspended with or without pay or
31 terminated shall be given written notice of the specific charges by the
32 Superintendent or designee. The dismissal or suspension shall be
33 effective the day of service of the notice; and all pay shall cease as of
34 that date and benefits shall continue until the end of the month in
35 which the written notice is served upon the employee.

36

37 (a) The notice shall contain a statement of his/her rights to a
38 hearing on such charges. The time within which such hearing
39 may be requested shall not be less than five (5) calendar days
40 after service of the notice on the employee, and said notice shall

1 be accompanied by a paper or card, the signing and filing of
2 which shall constitute a demand for a hearing and a denial of all
3 charges. Failure of the employee to file a request for hearing
4 within the time specified shall constitute a waiver of the
5 employee's right to a hearing and appeal.
6

- 7 5. Any permanent employee may be placed on administrative leave from
8 duty with pay pending a determination of whether or not discipline
9 will be recommended by the Superintendent or designee.

10
11 6. Appeal Procedure

12
13 (a) The Superintendent shall determine whether any hearing will be
14 conducted before the Superintendent or a Hearing Officer. The
15 term "Hearing Officer" shall mean any person who is selected
16 by the Superintendent.

17
18 (b) The Superintendent or Hearing Officer shall set the matter for
19 hearing and shall give the employee at least twenty (20)
20 calendar days notice in writing of the date and place of such
21 hearing.

22
23 (c) The employee shall attend any hearing and shall be entitled to:

- 24
25 1. be represented by counsel or any other person at such
26 hearing
27 2. testify under oath
28 3. compel the attendance of other employees of the County
29 Office of Education to testify on behalf of the accused
30 employee
31 4. cross-examine all witnesses
32 5. present such evidence Hearing Officer deems necessary
33 6. argue the case

34
35 (d) The hearing shall be informal and need not be conducted
36 according to technical rules relating to evidence and witnesses.
37 Any relevant evidence shall be admitted if it is the sort of
38 evidence on which responsible persons are accustomed to rely
39 in the conduct of serious affairs, regardless of the existence of
40 any common law or statutory rules which might make improper

1 an admission of such evidence over objection in civil actions.
2 Hearsay evidence may be admitted for any purpose, but shall
3 not be sufficient in itself to support a finding unless it would be
4 admissible over objection in civil actions. The rules of
5 privileges and of official or judicial notice shall be effective to
6 the same extent as in civil actions. Irrelevant and repetitious
7 evidence shall be excluded. Oral evidence shall be taken only
8 under oath or affirmation.
9

10 (e) The Hearing Officer may, at its discretion, exclude witnesses
11 not under examination, except the employee and the party
12 attempting to substantiate the charges against the employee and
13 their respective counsel. When hearing testimony on conduct
14 which may bring disrepute to persons other than the accused
15 employee all persons not having a direct interest in the hearing
16 may be excluded.

17
18 (f) The burden of proof shall be upon the party attempting to
19 substantiate the charges.
20

21 (g) Upon completion of the hearing, a written decision shall be
22 signed and filed by the Superintendent, which shall constitute
23 his/her decision. If the hearing is not before the
24 Superintendent, written findings and recommendations shall be
25 submitted by the Hearing Officer to the Superintendent for
26 his/her approval. If the Superintendent accepts such findings
27 and conclusions, he/she need not read the record of the hearing;
28 if he/she declines to accept such findings and conclusions,
29 he/she must review the record or provide for an additional
30 opportunity to be heard, after which he/she may adopt the
31 findings and conclusions made by the Hearing Officer, or make
32 his/her own findings and conclusions.
33

34 (h) Hearings may be conducted without stenographic reporter or
35 electronic recording machine unless the employee requests in
36 writing, at least three (3) full business days before the day set
37 for the hearing, that such hearing be reported or recorded and
38 pays one-half the cost or fee for such reporting or recording.
39 The Superintendent may, at his/her discretion, record the
40 hearing.

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(i) The Hearing Officer may grant a continuance of any hearing upon such terms and conditions as it may deem proper subject to a showing of good cause. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

(j) Nothing in this Article shall limit the County Office of Education’s authority under the Education Code to impose a mandatory leave of absence or dismissal for arrest or conviction of criminal offenses set forth in the Code.

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ARTICLE XX
MISCELLANEOUS PROVISIONS

1. Within thirty (30) days of ratification of this Agreement by both parties herein, the County Office of Education shall provide C.S.E.A. Chapter #755 sufficient copies of said Agreement for distribution to each bargaining unit member.
2. The provision of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

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ARTICLE XXI
SAVINGS

1. When any provision of the Agreement is found to be contrary to law by a court of competent jurisdiction, then such provisions shall be deemed invalid, to the extent required by such court decision, but all other provisions shall continue in full force and effect.
2. In the event of suspension or invalidation of any Article or section of this Agreement, the parties agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

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ARTICLE XXII
CONCERTED ACTIVITIES

1. The County Office of Education and C.S.E.A. Chapter #755 agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process. It is agreed that County Office of Education and C.S.E.A. Chapter #755 will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet-and-negotiate process, except by mutual agreement of the County Office of Education and C.S.E.A. Chapter #755. The foregoing is not applicable to legislative advocacy, or to the seeking of judicial relief by the parties.
2. During the term of this Agreement it is agreed and understood that there will be no strike, work stoppage or slow-down.
3. C.S.E.A. Chapter #755 recognizes the duty and obligation of its membership to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

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ARTICLE XXIII
COMPLETENESS OF AGREEMENT

1. This document comprises the entire agreement between the County Office of Education and C.S.E.A. Chapter #755 on matters within the lawful scope negotiations for the 2009-10, 2010-11, and 2011-12 school years.
2. Article XVI Salary may be reopened each year by either party in 2010-11 and 2011-12 or in accordance with Article XVI, Section 2 (c), Contingencies.
3. Article XV Benefits, paragraph 1(a) “Cap” and Article XVI Salary may be reopened by either party in 2010-11 and 2011-12.
4. For the 2010-11 and 2011-12 school years, each party may unilaterally reopen up to two (2) articles.
5. During the term of this Agreement, any article may be reopened with the mutual consent of the Association and the County Office of Education.
6. In the event that any employee group of the SJCOE receives an increase in salary or health benefit caps during the term of this Agreement, the affected Article(s) would be reopened for negotiations.

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ARTICLE XXIV
TERM OF AGREEMENT

1. This Agreement shall be effective from July 1, 2009, and shall remain in full force and effective through June 30, 2012.
2. During negotiations for a subsequent agreement, this Agreement will remain in full force and effect for the term of this Agreement, and for beyond the stated expiration date until such time as a new or modified Agreement is ratified by both parties.

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IN WITNESS WHEREOF, parties hereto have set their hands this 20th day of May, 2009.

Terry Mead
C.S.E.A. President

Fredrick A. Wentworth
County Superintendent of Schools

Zee Peterman
C.S.E.A.

James C. Thomas
Deputy Superintendent, Business

Yolanda Martinez
C.S.E.A.

Mick Founts
Deputy Superintendent, Student Programs

Carmen Solis
C.S.E.A.

Kathleen Skeels
Assistant Superintendent

Connie Aragon
C.S.E.A.

James Mousalimas
Assistant Superintendent

Janet Sterling
C.S.E.A.

Karen DePrater
Director, Human Resources