

Collective Bargaining Agreement

**Sacramento County Office of Education
&
California School Employees Association**



Chapter 480

July 1, 2015 – June 30, 2018

TABLE OF CONTENTS

	PAGE
PREAMBLE	9
ARTICLE	
I. <u>RECOGNITION</u>	
Section 1.01 Recognition	9
II. <u>COVERAGE</u>	
Section 2.01 Unit Description	9
Section 2.02 Application of Agreement	9
III. <u>DEFINITIONS</u>	
Section 3.01 Employee	9
Section 3.02 Immediate Family	10
Section 3.03 Immediate Supervisor	10
Section 3.04 Business Day	10
Section 3.05 Promotion	10
Section 3.06 Working Out of Class	10
Section 3.07 Vacancy.....	10
Section 3.08 Transfer.....	10
Section 3.09 Full Time Employee.....	11
Section 3.10 Probationary Period.....	11
Section 3.11 Seniority	11
Section 3.12 Work Day.....	11
IV. <u>HARASSMENT AND DISCRIMINATION</u>	
Section 4.01 CSEA Activity	11
Section 4.02 Reporting Cases of Harassment/Discrimination	11
V. <u>CHECKOFF AND ORGANIZATIONAL SECURITY</u>	
Section 5.01 Dues Deduction.....	12
Section 5.02 Remittance	12
Section 5.03 Agency Shop.....	12
VI. <u>EMPLOYEE RIGHTS – PERSONNEL FILES AND EVALUATIONS</u>	
Section 6.01 Place of Filing.....	14

Section 6.02	Inspection of Files	14
Section 6.03	Files Held in Confidence and Log.....	14
Section 6.04	Placement of Materials in File	14
Section 6.05	Performance Reports	15
Section 6.06	Formal Evaluation	15
Section 6.07	Evaluator	15
Section 6.08	Evaluation Form	16
Section 6.09	Employee’s Copy	16
Section 6.10	Review of Rating Form.....	16
Section 6.11	Appeal of Rating.....	16
VII.	<u>CSEA RIGHTS</u>	
Section 7.01	Communication	16
Section 7.02	Facilities	17
Section 7.03	Seniority List.....	17
Section 7.04	Relevant Information	17
Section 7.05	Release Time	17
Section 7.06	New Employee Orientation.....	19
VIII.	<u>SACRAMENTO COUNTY OFFICE OF EDUCATION (SCOE) RIGHTS</u>	
Section 8.01	Reserved Rights.....	19
Section 8.02	Additional Reserved Rights	19
Section 8.03	Incidental Rights and Rights Subject to Terms of Agreement.....	20
Section 8.04	Emergency Action	20
IX.	<u>GRIEVANCE PROCEDURE</u>	
Section 9.01	Grievance Definitions	20
Section 9.02	CSEA Grievance	20
Section 9.03	Time Limits	20
Section 9.04	Presentation	21
Section 9.05	Representation	21
Section 9.06	Informal Discussion	21
Section 9.07	Formal Grievance – Step 1 (Immediate Supervisor)	21
Section 9.08	Formal Grievance – Step 2 (Superintendent)	22
Section 9.09	Formal Grievance – Step 3 (Binding Arbitration)	23
Section 9.10	Attendance at Hearing.....	23
Section 9.11	Notice to CSEA	23
Section 9.12	No Reprisals.....	23
Section 9.13	Mediation.....	23

Section 9.14	Separate File	23
Section 9.15	Cost of Hearing	24
X.	<u>HOURS AND OVERTIME</u>	
Section 10.01	Definitions for this Article	24
Section 10.02	Lunch Period	24
Section 10.03	Rest Periods.....	24
Section 10.04	Work Day Schedule.....	25
Section 10.05	Workweek Schedule.....	26
Section 10.06	Overtime.....	26
Section 10.07	Increase in Assigned Time During the School Year	27
Section 10.08	Agreement to Work Schedule Changes	27
Section 10.09	Summer Assignment	27
Section 10.10	Additional Hours	27
Section 10.11	Telecommuting.....	27
XI.	<u>CALENDARS</u>	
Section 11.01	Calendars	28
XII.	<u>PAY AND ALLOWANCES</u>	
Section 12.01	Salary Compensation	28
Section 12.02	Regular Rate of Pay	28
Section 12.03	Frequency – Once Monthly	28
Section 12.04	Longevity	29
Section 12.05	Salary on Employment	29
Section 12.06	Anniversary Dates	29
Section 12.07	Anniversary Year Determination.....	29
Section 12.08	Step Advancement Within Salary Ranges.....	30
Section 12.09	Salary on Promotion.....	30
Section 12.10	Salary on Demotion.....	31
Section 12.11	Salary on Reclassification of Position.....	31
Section 12.12	Computation of Payment.....	31
Section 12.13	Compensation During Required Training Periods	31
Section 12.14	Compensation for an Employee Working Out of Classification	32
Section 12.15	Professional Growth	32
Section 12.16	Attendance Incentive	34
Section 12.17	Stipend	34
Section 12.18	Bilingual Differential/Stipend.....	34

XIII. EMPLOYEE EXPENSES

Section 13.01	Tuberculosis Examination	35
Section 13.02	Reimbursement	35
Section 13.03	Reimbursement Limits.....	36
Section 13.04	Allowable Mileage Claims.....	36
Section 13.05	Criteria for Mileage Compensation	36
Section 13.06	Mileage.....	37
Section 13.07	Conference Attendance, Meetings or Other SCOE Business.....	37
Section 13.08	Uniforms for Maintenance Custodial Personnel	38

XIV. HEALTH AND WELFARE BENEFITS

Section 14.01	Entitlement to Payment of Premiums	38
Section 14.02	Plans Available	38
Section 14.03	Enrollment	38
Section 14.04	Entitlement to Plans	38
Section 14.05	Health Insurance upon Retirement.....	39
Section 14.06	Prefunding Election for Supplemental Benefits Required for New Employees.....	41

XV. HOLIDAYS

Section 15.01	Regular Holidays	41
Section 15.02	Special Holidays.....	42
Section 15.03	Eligibility	42
Section 15.04	Holidays at Christmas Recess.....	42
Section 15.05	Canceled School Day.....	42
Section 15.06	Sunday Holidays	42
Section 15.07	Saturday Holidays	42
Section 15.08	Holiday Pay	43

XVI. VACATION

Section 16.01	Vacation Accrual	43
Section 16.02	Payment on Termination	44
Section 16.03	Vacation Scheduling.....	44

XVII. LEAVES

Section 17.01	General Terms Governing Leave	45
Section 17.02	Bereavement Leave	45
Section 17.03	Jury Duty	45
Section 17.04	Official Appearances	46

Section 17.05	Military Leave	46
Section 17.06	Sick Leave.....	46
Section 17.07	Family Sick Leave	48
Section 17.08	Industrial Accident & Illness Leave.....	49
Section 17.09	Extended Sick Leave.....	51
Section 17.10	Personal Necessity Leave	51
Section 17.11	Terminal Illness Leave	52
Section 17.12	Emergency Leave	52
Section 17.13	Maternity Leave.....	52
Section 17.14	Parental Leave	52
Section 17.15	Retraining & Study Leave.....	53
Section 17.16	General Leave.....	54
Section 17.17	Catastrophic Voluntary Leave Bank	54
Section 17.18	Donated Leave	55
Section 17.19	Service in Elected Office	55
Section 17.20	Family Medical Leave.....	55
XVIII.	<u>TRANSFERS</u>	
Section 18.01	Involuntary Transfers.....	55
Section 18.02	Voluntary Transfers	56
XIX.	<u>PROMOTION</u>	
Section 19.01	Posting of Vacancy Examinations	57
Section 19.02	Examinations.....	57
Section 19.03	Eligibility Lists	58
Section 19.04	Time Off for Exams Administered by SCOE.....	58
XX.	<u>CLASSIFICATION, RECLASSIFICATION & ABOLITION OF POSITIONS</u>	
Section 20.01	Placement in Class.....	58
Section 20.02	Incumbent Rights	59
Section 20.03	Classification & Reclassification Requirement.....	59
Section 20.04	Abolition of a Position or Class of Positions	59
Section 20.05	Effect on Wages and Hours.....	59
Section 20.06	Review of Job Classifications	59
XXI.	<u>LAYOFF AND REEMPLOYMENT</u>	
Section 21.01	Layoff.....	60
Section 21.02	Order of Layoff	60
Section 21.03	Notice of Layoff	60
Section 21.04	Reduction of Assigned Time.....	61

	Section 21.05	Improper Layoff	61
	Section 21.06	Displacement (Bumping) Rights	61
	Section 21.07	Reemployment Rights	62
	Section 21.08	Seniority	63
	Section 21.09	Sick Leave Hours	63
	Section 21.10	Vacation & Compensatory Time.....	63
	Section 21.11	Fringe Benefit Continuance	63
XXII.	<u>DISCIPLINARY ACTION</u>		
	Section 22.01	Procedure.....	64
	Section 22.02	Decisions Not Grievable	64
XXIII.	<u>SAFETY</u>		
	Section 23.01	Procedure.....	64
	Section 23.02	Staff Response to Local Law Enforcement or Emergency Personnel	65
XXIV.	<u>CONTRACTING OUT</u>		
	Section 24.01	Intent	66
	Section 24.02	Notice to CSEA	66
XXV.	<u>DRUG AND ALCOHOL TESTING</u>		
	Section 25.01	Application.....	68
	Section 25.02	Notice	68
	Section 25.03	Reasonable Suspicion Testing	68
	Section 25.04	Post-Accident Testing	69
	Section 25.05	Random Testing	69
	Section 25.06	Testing Procedures	70
	Section 25.07	Positive Tests	71
	Section 25.08	Effects of a Positive Test.....	72
	Section 25.09	Miscellaneous.....	72
XXVI.	<u>EMPLOYMENT AFTER RETIREMENT</u>		
	Section 26.01	Substitute in Same Classification	73
XXVII.	<u>SHARED DECISION-MAKING</u>		
	Section 27.01	Statement of Intent.....	73
	Section 27.02	Countywide Steering Committee	74
	Section 27.03	Scope of Authority of Decision-Making Teams.....	74
	Section 27.04	Review and Alignment of Article XXVII.....	74

XXVIII. NEGOTIATION PROCEDURES

Section 28.01 Successor Contract 75
Section 28.02 Release Time 75
Section 28.03 Contract Distribution 75

XXIX. DURATION

Section 29.01 Term 75
Section 29.02 Reopeners 75

XXX. APPLICATION

Section 30.01 Priority of Agreement 76
Section 30.02 Application 76

XXXI. CONCERTED ACTIVITIES

Section 31.01 No Strikes, Etc. 76
Section 31.02 Disciplinary Action 76
Section 31.03 No Lockout 76

XXXII. SAVINGS

Section 32.01 Savings Clause 77
Section 32.02 Renegotiation 77

EXHIBITS

Exhibit A Classified Personnel
Performance Evaluation Report
Exhibit B Grievance Forms
Exhibit C Request for Alternate Work Schedule
Exhibit D Work Year Calendar
Exhibit E Salary Schedule
Exhibit F Health and Welfare Benefits Selection List

PREAMBLE

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the County Superintendent of Schools of the Sacramento County Office of Education ("County Superintendent") and the California School Employees Association and its Sacramento County Office of Education Chapter 480 ("CSEA"). This Agreement is entered into pursuant to Chapter 10.7, §§ 3540 through 3549 of the Government Code ("Act").

ARTICLE I RECOGNITION

1.01 Recognition

The Sacramento County Office of Education (SCOE) hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Article II.

ARTICLE II COVERAGE

2.01 Unit Description

The unit will consist of two sub-units, the Assistants sub-unit and the General sub-unit, as listed in the Classified Salary Allocation -- General and Assistants Units (See EXHIBIT E).

2.02 Application of Agreement

This Agreement applies to the classified employees in the Assistant's sub-unit, and the General sub-unit.

ARTICLE III DEFINITIONS

3.01 Employee

"Employee" as used in this Agreement means a probationary or permanent employee covered by this Agreement.

3.02 Immediate Family

"Immediate family" as used in this agreement means the mother, father, grandmother, grandfather of the employee or the spouse of the employee, spouse, sister, sister-in-law, daughter, daughter-in-law, son, son-in-law, grandchild, brother, brother-in-law of employee or of the spouse of the employee, or any stepchildren or stepparents of the employee, or any person who is part of the employee's family responsibility. For purposes of this article, spouse shall include marriage, domestic and life partners.

3.03 Immediate Supervisor

"Immediate Supervisor" means the SCOE management employee at the lowest level who has the authority to assign work and to recommend various personnel actions over other employees. Such recommendations may include the hiring, promotion, transferring or dismissing of employees.

3.04 Business Day

"Business Day" means a day when the central administrative office of SCOE is open to the public.

3.05 Promotion

"Promotion" means advancement from one classification to a classification with a higher salary range on a permanent basis.

3.06 Working Out of Class

"Working out of class" means an employee performing assigned duties not normally a part of his/her classification.

3.07 Vacancy

A "vacancy" is a position in the classified service covered by this Agreement which is intended to be filled and for which there is no incumbent serving or on leave of absence.

3.08 Transfer

A "transfer" is the reassignment of an employee from one position to another position in the same class.

3.09 Full Time Employee

A “full time employee” for benefit purposes shall be defined as any employee who works one thousand twenty (1,020) hours or more per year.

3.10 Probationary Period

A “probationary period” is a trial period of one hundred thirty (130) days of paid service or six (6) months, whichever is longer, following appointment to a regular position in a class.

3.11 Seniority

“Seniority” is a system of ranking employees within a job classification based on date of hire with SCOE and date of hire within the classification.

3.12 Work Day

A “work day” is a scheduled day for an employee to perform his/her assigned duties.

**ARTICLE IV
HARASSMENT AND DISCRIMINATION**

4.01 CSEA Activity

SCOE shall not discriminate, nor shall reprisals of any kind be taken, against employees because they have engaged in any protected CSEA activity.

4.02 Reporting Cases of Harassment/Discrimination

SCOE agrees to comply with all laws related to sexual harassment, workplace harassment and discrimination.

- A. Employees shall report all cases of harassment/discrimination to their immediate supervisor, the Personnel Director, and CSEA. In the event that the perceived offender is the employee’s immediate supervisor, the employee shall report all cases of harassment/discrimination to his/her director, the Personnel Director, and CSEA.
- B. When any SCOE employee (administrative, certificated, or classified) through due process, is found to have violated the laws with regard to sexual harassment, workplace harassment, and/or discrimination, appropriate disciplinary action will be taken.

- C. If the perceived offender is a classified employee, he/she may be represented by CSEA or any eligible representative of his/her own choosing, other than another employee organization, whether or not that representative is an employee of SCOE.

ARTICLE V

CHECKOFF AND ORGANIZATIONAL SECURITY

5.01 Dues Deduction

An employee who has authorized such deduction on the approved CSEA form shall have membership dues deducted from his/her salary.

5.02 Remittance

The dues shall be remitted promptly to CSEA with an alphabetical list of the employees in respect to whom they were deducted.

5.03 Agency Shop

A. Organizational Security

1. It is the mutual intention of the parties that the provisions of this article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities and to comply with the EERA.
2. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
3. No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit.
4. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be

required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under §501(c)(3) of Title 26 of the Internal Revenue Code:

- a. American Cancer Association
- b. American Heart Association
- c. AIDS Foundation

B. Dues and Service Fee Deductions

1. CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.
2. The employer shall deduct, in accordance with the CSEA dues and service fee schedule, state and chapter dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit.
3. The employer shall, without charge, pay to CSEA within fifteen (15) days of the deduction, all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this agreement.
4. Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
5. The employer shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes the chapter dues, deduction authorization. The request to revoke the chapter dues and become a service fee payer shall be made in writing.
6. The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement.

ARTICLE VI EMPLOYEE RIGHTS - PERSONNEL FILES AND EVALUATIONS

6.01 Place of Filing

The personnel file of each employee shall be maintained at the SCOE Personnel office.

6.02 Inspection of Files

Every employee, or his/her representative who has been so designated in writing, shall have the right, upon request, to inspect materials in the personnel file. Such inspection shall be in the presence of a designated representative of the Personnel office, and insofar as possible occur at a time when such employee's appointment would least impact their workday.

6.03 Files Held in Confidence and Log

All personnel files shall be kept in confidence and shall be available for inspection only to other employees of SCOE when actually necessary in the opinion of the Deputy Superintendent, Support Services or his/her designee.

The SCOE Personnel office shall keep a log indicating the persons who have reviewed the file. Such a log shall be maintained in the individual employee's personnel file.

6.04 Placement of Materials in File

An employee shall be given a copy of any materials to be placed in his/her personnel file. Information of a negative or derogatory nature shall not be entered into the file unless and until the employee is given notice and an opportunity to review and prepare written comments. Notice of Intent to place material of this nature in the file shall be given to the employee ten (10) work days before filing. Employee comments will be attached to the material placed in the personnel file. Negative evaluations and/or letters of reprimand shall, if legal, be placed in a "sealed" envelope after two years at the written request of the employee. Human Resources personnel must temporarily remove the sealed record prior to review by someone other than the employee or those working in personnel for technical purposes. The Superintendent or his designee shall have the sole authority to access sealed files after notifying the affected employee and his/her representative.

6.05 Performance Reports

All probationary employees shall be formally rated at two intervals - once at the close of the third month of employment and once during the fifth month of employment before the conclusion of their probationary period as defined by Personnel Commission Rules and Regulations section 8.1. Probationary employees will be evaluated on the evaluation form in EXHIBIT A. Permanent employees shall be formally rated every twenty-four (24) months based on their year of hire (odd or even). The evaluation may be completed during any part of the evaluation year. Employees shall be given five (5) work days advance notice of formal evaluation. The formal rating shall be in writing and shall be on an employee evaluation form. Each such performance report must consider the employee's job effectiveness and ability, and any other factors that contribute to successful performance by the employee. Additional formal evaluations may be submitted at any time upon evidence of changed work habits or performance on the part of the employee. All evaluations shall be completed by the immediate supervisor of the employee. Prior to the evaluation, any information that can be used in a disciplinary action against the employee, or that is included in an overall performance evaluation of unsatisfactory shall be reported to the employee in writing within a reasonable time from when the supervisor has identified the problem. This language is intended to encourage oral communication with an employee and documented, if necessary, by a supervisor in a subsequent written form.

6.06 Formal Evaluation

No formal evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any formal evaluation shall include specific recommendations for improvement and provisions for assisting the employee as deemed appropriate by the evaluator.

6.07 Evaluator

Each employee is to be evaluated by his/her immediate supervisor only on the employee's job classification. There will be no evaluation based on work performed by the employee working out of classification. If the employee has more than one immediate supervisor, each supervisor shall participate in the formal evaluation of the employee's work performance, but only one performance report form shall be submitted.

6.08 Evaluation Form

Performance reports shall be made on the form attached as in the exhibit section. Only reports on that form shall be considered to be formal evaluations.

6.09 Employee's Copy

Whenever a formal evaluation is made, a copy of the report shall be given to the employee. The employee shall sign the evaluation form. The signature of the employee certifies that the evaluation was discussed between the employee and the supervisor. The employees' signature does not necessarily indicate agreement with the evaluation.

6.10 Review of Rating Form

Upon the completion of the evaluation performance meeting between the employee and the evaluator, the form shall be signed and dated. The entire form shall be forwarded to the evaluator's supervisor for review and signature. Upon the completion of the formalized review, the performance evaluation form shall be distributed as outlined on the form.

6.11 Appeal of Rating

The judgment of the evaluator is not subject to the grievance procedure; however, the employee may request a conference with the evaluator's immediate supervisor. To do so, the employee shall forward, within ten (10) working days, the following to the evaluator's supervisor: the fully signed performance evaluation form between the employee and evaluator, with the box requesting a conference with the evaluator's supervisor checked, and the pertinent comments provided by the employee attached. The evaluator's supervisor may take any action he/she feels is appropriate.

**ARTICLE VII
CSEA RIGHTS**

7.01 Communication

CSEA shall have the right to use, without charge, specified institutional bulletin boards, mailboxes, the SCOE web site as approved by the Superintendent, school mail system, and other SCOE means of communication for the posting or transmission of information or notices concerning CSEA matters.

7.02 Facilities

CSEA shall have the right to use, without charge, institutional equipment, facilities, and buildings at reasonable times, for the purpose of processing grievances and matters related thereto. SCOE will attempt to provide suitable office space for use by CSEA for conducting official business.

7.03 Seniority List

The CSEA Chapter President and Secretary shall be provided complete current year seniority rosters by August 1, and an updated list of all classifications prior to any notice of layoff. All affected employees shall receive the most current seniority roster for their classifications prior to any notice of layoff. The roster shall indicate the employee's present classification and primary job site. SCOE shall post the seniority list online and update quarterly.

7.04 Relevant Information

Copies of any and all non-confidential materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of employees covered by this Agreement shall be made available without cost.

7.05 Release Time

CSEA and SCOE have established a joint committee to work on clarification of this language. Although this committee has been unable to complete its work, there has been substantial progress, and therefore, SCOE and CSEA agree to December 2012 as the date for completion of the modifications/clarifications to the existing agreement on release time.

A. Release Time for State Conference

CSEA shall have the right to paid release time for chapter delegates to attend the CSEA Annual Conference up to six delegates or chapter visitors in accordance with the CSEA State Association Constitution Bylaws and Standing Rules (Article V, Section 2).

B. Release Time for CSEA Representatives for Grievance Procedure

1. CSEA reserves the right to designate the number and selection of CSEA representatives authorized to act in grievance procedures. CSEA shall notify the Deputy Superintendent, Support Services, in writing, of designated CSEA representatives, including:

- a. the period for which the appointment is made;
- b. the current work site addresses and telephone numbers of such persons.

CSEA shall also give written notice of any change in this information.

2. CSEA shall be entitled to reasonable amounts of release time exclusively for the purpose of grievance processing.

The CSEA representative shall give notice to his/her immediate supervisor and the Deputy Superintendent, Support Services, or his/her designee, of any use of release time. The CSEA representative shall also identify this use of paid time on his/her regular time sheet.

3. Upon entering another work location, the CSEA representative shall identify him/herself, if possible, to the supervisor in charge of that location and state the purpose and expected duration of that visit.
4. The CSEA representative is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
5. The CSEA representative may be denied permission by SCOE's representative to talk to the employee on his/her duty time if that will unduly interfere with the employee's work.
6. The CSEA representative shall be granted release time to accompany a CAL-OSHA representative conducting any on-site walk-around safety inspection of any area, department, division, or other subdivision for which the CSEA representative has responsibilities as a CSEA representative.

- C. CSEA shall have the right to paid release time to allow for site balloting of its membership. The number of tellers and the time required to perform this duty shall be determined by CSEA.
- D. Requests for additional SCOE-paid release time not specified herein shall be presented directly to the Deputy Superintendent whenever necessary or appropriate. A decision regarding this release time will be based upon the individual circumstances.

- E. Release time is also available for negotiations. (See Article 29.02.)
- F. CSEA president and/or his/her designee shall be granted release time for such matters as meetings with management, in “problem solving” sessions, or other occasions agreed upon by CSEA and SCOE.
- G. When possible advance notice to appropriate supervisors shall be provided by the President and/or his designee.

7.06 New Employee Orientation

SCOE will provide CSEA notice, within seven (7) days of employment, of new employees in probationary positions in order to facilitate an orientation process by CSEA. The list will include the employee’s contact information, home and site phone numbers and address and email address. CSEA will maintain the privacy of the employees’ information.

ARTICLE VIII SACRAMENTO COUNTY OFFICE OF EDUCATION RIGHTS

8.01 Reserved Rights

It is understood and agreed that SCOE retains all of its powers and authority to direct, manage and control to the full extent of the law. Those powers include, but are not limited to, determining its organization; directing the work of its employees; determining the times and hours of operation; determining the kinds and levels of services to be provided, and determining the methods and means of providing them; establishing and implementing its educational policies, goals and objectives and insuring the rights including discipline and educational opportunities of students; determining staffing patterns; determining the number and kinds of personnel required; determining the curriculum; building, moving or modifying facilities; establishing budget procedures and determining budgetary allocations; determining the methods of raising revenue; contracting out work; and taking action on any matter in the event of an emergency.

8.02 Additional Reserved Rights

In addition, SCOE retains the right to hire, classify, assign, evaluate, promote, terminate by layoff or otherwise, and discipline employees, including the timing and the number of employees so affected, as well as any other aspect of layoff or the implementation thereof. This shall not be construed to override specific terms of this Agreement.

8.03 Incidental Rights and Rights Subject to Terms of Agreement

The exercise of the foregoing powers, rights, authority, duties and responsibilities by SCOE, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

8.04 Emergency Action

SCOE retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergencies shall include, but are not limited to, epidemics injurious to the health and welfare of students and staff, earthquakes, fog, snow, fire, floods, bomb threats and malfunction of school equipment. The determination of whether or not an emergency exists is solely within the discretion of the Board of Education, the Superintendent, or his/her designee.

ARTICLE IX GRIEVANCE PROCEDURE

9.01 Grievance Definitions

The following definitions control the meaning of the terms as used in this Article:

- A. "Grievance" is a charge by an employee, group of employees, or CSEA that they have been adversely affected by a violation, misapplication, or misinterpretation of this Agreement; including clarifying memoranda of understanding of this contract.
- B. Notwithstanding the above, CSEA or any individual employee shall have the right to discuss with the administration any matter deemed appropriate or a violation of policy, rules, negotiations, or laws.

9.02 CSEA Grievance

Notwithstanding any other provision of this Agreement, CSEA may grieve any alleged violation, misapplication or misinterpretation of this Agreement.

9.03 Time Limits

Each party involved in a grievance shall act so that the grievance may be resolved promptly and at the lowest possible level. Every effort should be made

to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given.

9.04 Presentation

An employee or his/her representative, or both, may present a grievance while on duty.

9.05 Representation

The grievant may be represented by CSEA or any eligible representative of his/her own choosing, other than another employee organization, whether or not that representative is an employee, at any step of this procedure.

9.06 Informal Discussion

The alleged violation shall be discussed informally with the immediate supervisor no later than twenty (20) work days from the time the employee might reasonably have been expected to know of the act or stated condition which is the basis of the employee's complaint. During this informal discussion, the grievant shall have the right to have a representative of CSEA present.

9.07 Formal Grievance - Step 1 (Immediate Supervisor)

- A. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than ten (10) work days from the time the informal discussion occurred.
- B. The formal grievance shall be initiated in writing on a form prescribed by SCOE and approved by the CSEA or as otherwise set out in writing in compliance with the requirements of 9.07(B)(1-9) below and shall be filed with the immediate supervisor. A copy of the form shall be sent to CSEA.
 - 1. Grievant's name and work location;
 - 2. Grievant's work function;
 - 3. The date and the discussion of the informal conference with the supervisor. If there is a dispute about whether there was an

informal conference, then the supervisor and the grievant shall again attempt to resolve the matter informally. Provided that the formal grievance is filed within thirty (30) work days of the act or stated condition which is the basis for the employee's complaint [i.e. twenty (20) work days for the informal plus ten (10) work days for the formal], the timeline is extended for the period of time to complete the informal, not to exceed five (5) work days;

4. The date the grievance is delivered to the immediate supervisor;
 5. The provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted;
 6. The circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places as appropriate);
 7. The remedy sought by the grievant;
 8. The name of the representative, if any, chosen by the grievant;
 9. The signature(s) of the grievant/CSEA.
- C. Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative. If requested by either party, a conference shall be held to consider the grievance. If the grievant is not represented by CSEA, the immediate supervisor shall provide a copy of the grievance to Human Resources, and Human Resources shall forward it to CSEA.

9.08 Formal Grievance - Step 2 (Superintendent)

- A. If a grievant is not satisfied with the decision rendered in Step 1, he/she may appeal the decision in writing within ten (10) work days to the Superintendent.
- B. The Superintendent or his/her designee shall investigate the grievance as fully as he/she deems necessary, and shall provide for a conference with the grievant, who shall continue to have his/her right of representation.

The Superintendent or his/her designee shall respond within ten (10) work days of the appeal, to the grievant. If the grievant is not represented by CSEA, the Superintendent or designee shall forward a copy of the response to CSEA.

9.09 Formal Grievance - Step 3 (Binding Arbitration)

If the Superintendent's response is not satisfactory, CSEA shall have the right to refer the matter to arbitration. Such referral shall be made by written demand submitted to the Superintendent within fifteen (15) work days of receipt of his/her decision. On receipt of the demand for such arbitration, the parties shall have five (5) work days in which to agree on an arbitrator. If they fail to agree, the State Conciliation Service shall be requested to submit a list of five arbitrators; each party shall strike two names from the list in alternative order. The determination of which party shall strike the name first shall be determined by lot. The decision of the arbitrator shall be final. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the policies, rules, regulations or procedures of SCOE.

9.10 Attendance at Hearing

SCOE agrees that employees shall not suffer loss of compensation for time spent as a grievant, representative or witness at a hearing held pursuant to this procedure.

9.11 Notice to CSEA

When the grievant is not represented by CSEA, no solution shall be implemented until CSEA is given five (5) days' notice in writing of the proposed solution and an opportunity to file a response.

9.12 No Reprisals

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Board against any grievant, member of CSEA or any other participant in the grievance procedure by reason of such participation.

9.13 Mediation

SCOE and CSEA may agree to mediation prior to arbitration. By mutual agreement, either SMCS or CSEA's certified facilitator program (CFP) may be utilized.

9.14 Separate File

The grievance file shall be maintained in the central personnel office and shall be separate from the employee's personnel file.

9.15 Cost of Hearing

The fees and expenses of an arbitrator and/or mediator and any other costs incurred at his/her direction shall be shared equally by SCOE and CSEA.

ARTICLE X HOURS AND OVERTIME

10.01 Definitions for this Article

“Particular knowledge” means that even within a classification, there is expertise specific to the performance of a job assignment. A “site” can mean a school, a work location, or a department within a large site.

10.02 Lunch Period

A. Where practicable all employees normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the work shift. The lunch period may be at the school site or other locale of the employee's choosing.

An employee who works six (6) hours per day may, when practical in the program, work six (6) straight hours without taking lunch. Employees currently working a six (6) consecutive hour day shall continue this assignment unless the program responsibilities change.

B. Whenever it is necessary for an employee to work overtime as defined in Section 10.05 in excess of two (2) consecutive hours within a scheduled work day, he/she shall be granted an additional lunch period, the taking of which is optional with the employee.

C. If, because of work necessity, an employee is directed to remain at his/her work station during the meal period; it shall be considered "on duty" and counted as time worked.

10.03 Rest Periods

A. Subject to the discretion and control of SCOE, employees shall be entitled to one fifteen (15) minute paid rest period per each work period lasting four (4) hours, except that any employee who works six (6) or more hours per day shall be entitled to two such periods. A six (6) hour employee may combine their rest periods into one thirty (30) minute rest period. An employee may not use the rest period to shorten his or her work day.

- B. Rest periods shall be scheduled in accordance with the requirements of the department. The schedule of such rest periods shall be determined by the supervisor after consultation with the employee.

10.04 Work Day Schedule

- A. Each employee shall be assigned a fixed, regular, and ascertainable schedule.
- B. Flexible Schedule:

Employees may request flexible hours in accordance with the following procedures:

- 1. Request

Employees may present to their immediate supervisor a request, on the appropriate form, for a change in their working hours consistent with this provision. (See EXHIBIT C.)

- 2. Approval

Within ten (10) workdays following the employee's request the employee's supervisor will respond in writing, indicating approval, disapproval or a proposed modification for acceptance by the employee. If disapproved or modified, the supervisor's response needs to explain the disapproval and/or modification. In order for a disapproval to stand, the supervisor must show that there is a compelling department need that cannot be met by any other means due to the employee's requested schedule. If the employee disagrees with the supervisor's findings, an appointment shall be scheduled with the appropriate administrator for discussion.

If the flexible work schedule request is denied by the second level administrator, the employee may appeal the decision to the Personnel Officer. The decision of the Personnel Officer shall be final and non-grievable.

- 3. Schedule

The employee's proposal for flexible hours shall state a definite period of time.

Request for alternative schedules shall be limited to 10/40 and 9/80 (hours per day/hours per week) until such time as additional options

are made available through the Education Code.

4. Discontinuance

If in the opinion of SCOE the flexible hours selected by the employee and approved by SCOE are not contributing to the efficiency of SCOE/educational programs, the schedule may be discontinued and the employee shall revert to the work schedule in effect prior to his/her working a "flexible hours" schedule.

5. If a request for a flexible work schedule is discontinued, the employee may appeal the decision to the Personnel Officer.

C. Modified Work Schedule

Employees may request a change in their start/stop time of their regularly assigned hours.

The same approval process as outlined in Section 10.04(B)(2) applies to modified work schedule.

10.05 Workweek Schedule

The workweek shall commence on Monday and end the following Sunday for all employees. Except for those on flexible schedules, the workweek shall be set to insure that no employee will be required to work more than forty (40) hours during any given work week.

10.06 Overtime

- A. The employees shall be compensated for each earned overtime hour at a rate of 1-1/2 times their regular rate of pay. Compensation under this section shall be consistent with the regulations of the Education Code pertaining to work week including 9/80 schedules and 4/10 schedules. Overtime shall be approved in advance by the immediate supervisor, except in the case of extenuating circumstances.
- B. Payment for overtime shall be paid unless CTO time is approved by the County Superintendent or his/her designee.
- C. The overtime rate begins only after eight (8) hours of work per day, forty (40) hours per week or after the fifth day for employees working four (4) hours per day or more. The exceptions are employees who work flexible schedules as described in this contract.

- D. Overtime shall be rotated equitably among those qualified by particular knowledge and assigned to a site. In the event that unit members at a site are not available, then assignments can be offered to those off site.

10.07 Increase in Assigned Time During the School Year

An employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more by virtue of assignment to so work by his/her supervisor, shall have his/her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a pro-rated basis.

10.08 Agreement to Work Schedule Changes

For those employees who have a set schedule or calendar, the immediate supervisor cannot impose a change in non-work days without the agreement of the employee and CSEA. Any exception will be due to extreme circumstances as identified by the County Superintendent.

10.09 Summer Assignment

Effective July 1, 2013, qualification for summer assignment will include student or site knowledge, appropriate attendance record as indicated by 17.06 L by seniority. Employees who question eligibility will be provided the right of review with the HR Director. Eligibility will be reviewed on an annual basis. Should those employees decline the additional work, then the position shall be posted and filled through normal procedures.

10.10 Additional Hours

When additional non-overtime hours are available, these hours shall be equitably assigned to those at a site and rotated based upon qualifications, particular knowledge, and seniority. When those at a site are not available, the hours shall be assigned on the basis of seniority within the classification.

10.11 Telecommuting

SCOE and CSEA have created a subcommittee to develop a telecommuting pilot program for the following classifications: Database Designer/Software Applications Developer, Brailist, Publications Specialist, and Multimedia Design Specialist. The subcommittee will continue and work together to develop regulations for the pilot. The pilot program will be effective through June 30, 2015.

ARTICLE XI CALENDARS

11.01 Calendars

The calendars for the next school year shall be proposed by either or both parties no later than the first work day following May 1 of each year. If the calendars are not agreed upon by June 1 of the subject year, then the calendars for that year shall be as nearly identical to that for the previous school year as possible.

ARTICLE XII PAY AND ALLOWANCES

12.01 Salary Compensation

- A. For 2014-15, SCOE agrees to provide a salary schedule increase of five percent (5%) effective July 1, 2014, two and one half percent (2.5%) effective July 1, 2015, and any increase for 2016-2017 in salary and health benefits will be exclusively determined by SCOE. In other words, if SCOE determines based upon revenues, expenditures, and “low income program continuation” to increase salary or health benefits in 2015-16 and/or 2016-17, SCOE may do so and it will not either reopen the CBA for negotiations or constitute unilateral action.
- B. Employees required to stand by or to remain on call will be paid at the regular or overtime rate of pay if applicable.
- C. Any employee whose regular shift starts 2:30 p.m. or later shall receive a five percent (5%) differential in the regular rate of pay.

12.02 Regular Rate of Pay

The regular rate of pay for each position in the bargaining units shall be in accordance with the rates established for each class as provided in EXHIBIT E which is attached hereto and by reference incorporated as a part of this Agreement.

12.03 Frequency - Once Monthly

All employees shall be paid on the last working day of the month, and the warrants shall be dated as such except for the December payroll which will be dated on January 1.

12.04 Longevity

An employee covered under this Agreement shall be granted a two and one half percent (2 ½%) increase to the base monthly rate after ten (10) years of continuous service and an additional two and one half percent (2 ½%) increase each five (5) years thereafter, effective the first pay period following completion of the required service years. An employee hired for a ten (10) month work year shall earn one (1) year of service for this benefit for each school year of service he/she is employed.

12.05 Salary on Employment

- A. Appointment to any position in any class shall be made at the minimum rate and advancement to rates greater than the minimum rate shall be by successive steps in the salary range for the class.
- B. Whenever the number for the salary range allocated to a particular class or a position is followed by A, B, C, D, E, or F, such letter refers to the salary range step.
- C. After unusual difficulty is experienced in obtaining an employee for a particular class at the minimum rate, the Deputy Superintendent, Support Services (with concurrence of the Superintendent), may authorize appointment at a salary one step above the minimum rate or such higher rate as mutually agreed upon by CSEA and SCOE. In such case, all incumbent employees with comparable experience in the class to which appointment is made shall be placed on at least the same step of the salary range as the new appointee, effective the same date as the new appointee.

12.06 Anniversary Dates

Each employee shall have an annual anniversary date which shall be determined as hereinafter provided. Each employee shall retain the anniversary date as previously determined until such time as the provisions of this term may act to change such anniversary date.

12.07 Anniversary Year Determination

- A. For each employee, the year which begins with the anniversary date shall be known as the employee's anniversary year.
- B. The first anniversary date of a new employee or an employee who is reemployed after resignation shall be the first day of the calendar month

next following completion of twelve (12) months of continuous employment in the particular class.

- C. The first anniversary date of an employee who is demoted shall not be changed as a result of such demotion.
- D. The anniversary date of an employee who is transferred to a class allocated to the same salary range shall not be changed as a result of such transfer.
- E. The anniversary date of an employee whose class is reallocated from one salary range to another shall not be changed as a result of such reallocation.
- F. Whenever an employee is absent without pay for twenty-nine (29) or more work days as determined by reference to the employee's work year calendar in an anniversary year, all of the employee's subsequent anniversary dates shall be deferred for one (1) month. For each twenty (20) additional work days of absence without pay in an anniversary year, all of the employee's subsequent anniversary dates shall be deferred for one (1) additional month. However, this paragraph shall not apply to absences on said industrial accident leave or to absences governed by the Military or Veterans Code.
- G. Whenever the effective date of employment or reemployment is the first work day of a calendar month, it shall be treated, for the purposes of this sub-section, in the same manner as the first calendar day of the same month.

12.08 Step Advancement Within Salary Ranges

Step advancement authorized herein shall be made from each step to the next higher step within the limits of the appropriate salary range on each anniversary date.

12.09 Salary on Promotion

Whenever an employee is appointed to a higher class or position than the one he/she formerly occupied, he/she shall receive the nearest highest monthly salary in the new salary range with at least five percent (5%) increase as of the date the new appointment becomes effective. In those instances when the promotion results in an increase in salary of two steps or more, said date of promotion will be used to determine the employee's new anniversary date for the purpose of annual salary increases within the range. When the salary is one or

more but less than two steps, the employee shall retain the same anniversary date.

12.10 Salary on Demotion

- A. Whenever an employee is demoted due to layoff to a class having a lower salary range, the employee's salary shall be that step in the new range which provides equal or, in the absence thereof, the nearest lower salary to that which he/she received prior to the demotion.
- B. In all cases of voluntary demotion or demotion for cause, the employee shall receive the same step in the lower range as he/she received in the higher range.

12.11 Salary on Reclassification of Position

The salary of an incumbent of a position which is reclassified to a different class shall be compensated at the same step for the new class as the step at which the employee was compensated for the former class. Whenever a classification and/or salary study results in a recommendation for a lower rate of pay for a position than the incumbent currently receives, the incumbent's rate shall be referred to as a "Y" rate. The employee shall continue to receive his/her current salary rather than a reduction in pay. The letter "Y" will be used with this rate on all official documents until such time as the present rate again falls within the established range.

12.12 Computation of Payment

For each basic monthly salary (8 hour day/40 hour week), there is hereby established a standard hourly rate, which is an even amount derived by dividing the basic monthly salary by 173.33. Whenever payment for overtime is authorized, the appropriate hourly base rate shall be used for each hour of actual overtime worked.

12.13 Compensation During Required Training Periods

An employee required by SCOE, whether or not pursuant to state or federal law, to engage in training of any kind in order to continue his/her employment in a position shall be compensated for time spent in such training and shall be reimbursed course fees, textbook or supply costs. Any costs of travel shall be compensated as provided in Article XIII.

12.14 Compensation for an Employee Working Out of Classification

- A. An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.
- B. No employee shall be assigned the duties of a position other than his/her regular assigned position for more than five (5) work days in any fifteen (15) calendar day period except as authorized in Education Code §45110. If assigned to duties normally performed by employees in a higher classification for more than five (5) days, the employee shall receive the regular rate of pay for that higher classification at the step on which he/she is assigned in his/her regular classification.
- C. An employee assigned duties not a part of his/her classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.

12.15 Professional Growth

- A. Employees covered under this agreement shall be entitled to participate in the professional growth program, a financial incentive program to motivate and reward employees for voluntarily participating in a growth activity on his/her own time.
 - 1. Eligibility: All employees in permanent status with SCOE shall be eligible to participate in the professional growth program.

Applicable Credits:

- a. Only credits earned subsequent to employment shall be applicable.
- b. Professional growth credits shall be directly related to the employee's duties as defined by the job classification description, or appropriate for the potential upward mobility within SCOE.
- c. Applicable credits may be earned by successful completion of the following educational activities:
 - i. courses taken at an accredited college or university with units certified by official grade cards or transcripts, i.e., fifteen (15) clock hours equal one semester unit;

- ii. adult education courses, conferences, seminars, or workshops, as designated and verified by hours of attendance, i.e., fifteen (15) clock hours shall constitute one semester unit;
 - iii. completion of a special project which can be demonstrated to have a direct benefit to SCOE and direct relationship to the employee's current or related assignment. Credit shall be authorized on the basis of one semester unit per forty-five (45) clock hours, not to exceed three semester units regardless of the number of hours.
- B. Approval Procedures: All requests for professional growth credit for proposed courses, adult education courses, or conferences, seminars and workshops shall be submitted to the immediate supervisor for prior approval. Specific projects shall receive approval of the immediate supervisor and the department director prior to commencement and upon completion.
- C. Unit Compensation/Professional Growth Stipend: Units for approved educational activities shall be compensated in a flat one time dollar amount annually. A one-time stipend paid in increments of fifty dollars (\$50.00) per semester unit earned shall be awarded to the employee, i.e., twelve semester units equals payment of six hundred dollars (\$600.00). There will be no accumulation of remaining units to carry over into the next work year. No more than one stipend shall be compensated in a work year. All requests for unit compensation shall be approved by the personnel director.
- D. Submission of Units: Verification of units earned for professional growth shall be submitted on a form developed by the Personnel office, signed by the appropriate persons. Compensation for professional growth units will be awarded as stated in (4) with a deadline date of October 1st for unit submission.
- E. Appeal Procedures: An employee whose request for prior approval of educational activities has been denied by the immediate supervisor may appeal to the next level of supervision, department director, assistant superintendent and the County Superintendent of Schools, respectively.
- F. Tuition/Book/Supplies Reimbursement: Employees who participate in the professional growth award program may be reimbursed up to a maximum

of four hundred dollars (\$400.00) per year for expenses incurred, limited to tuition, class/workshop fees, books, and supplies. Reimbursement will be made provided the employee has submitted proof of course/workshop completion, and completed the reimbursement form, with original receipts attached. Forms are available in the Personnel office.

- G. Fees for drivers' license needed for continued employment or upgrade shall be paid by SCOE.

12.16 Attendance Incentive

The incentive system shall be as follows:

Any employee not using any sick leave, personal necessity leave, family sick leave or other paid leave for a period of sixty consecutive work days, which may include up to five vacation days, shall be entitled to an incentive increase of fifty cents (50¢) per hour for each hour worked during the sixty day period. Holidays and jury duty are not included in this calculation nor are vacation days over five days in the sixty day period.

12.17 Stipend

- A. When the teacher is absent from the class for more than one (1) hour, and a substitute is not present, the Para-Educator regularly assigned to that classroom shall be offered an eight and 25/100 dollar (\$8.25) per hour stipend. This stipend shall be rotated among all Para-Educators assigned to the classroom, with the most senior Para-Educator receiving the first stipend and the second most senior receiving the second stipend and so forth through the rotation. If the Para-Educator does not accept the duties associated with the classroom management, the next most senior Para-Educator regularly assigned to that classroom will be offered the stipend. Once the person is paid the stipend, they become last in rotation.
- B. Should an employee believe they are entitled to this stipend and their issues are not addressed by their immediate supervisor, they may contact the Deputy Superintendent, Support Services directly concerning the matter.

12.18 Bilingual Differential/Stipend

- A. Employees currently utilizing bilingual skills in their job shall be required to take the oral/written exam to be eligible for the bilingual differential or stipend. Once given a passing score, the employee shall be put on a list of bilingual employees that departments may call upon or utilize with the

supervisor's approval. The employee's permanent job classification takes precedence over the additional bilingual assignment.

- B. Upon the supervisor's or employee's request to determine if the frequency/duration of bilingual skills warrants a bilingual differential or stipend, a time study will be scheduled for a maximum of two (2) weeks. This time study will document each occasion of the bilingual interpreter needs and the duration. During the time study, a minimum stipend of twelve and 50/100 dollars (\$12.50) per half hour or fraction thereof, will be paid for each occurrence.
- C. To qualify for the differential, use of the second language must be a major job function of the employee or the employee was specifically hired because the second language was needed. Employees who qualify for the differential shall receive a five percent (5%) increase on their hourly rate of pay until such time that the bilingual skills are no longer needed.

ARTICLE XIII EMPLOYEE EXPENSES

13.01 Tuberculosis Examination

Examinations for tuberculosis shall be required every four (4) years. The cost of such examinations shall be borne by SCOE up to thirty dollars (\$30.00). Any amount above thirty dollars (\$30.00) must have prior approval by the Deputy Superintendent.

13.02 Reimbursement

- A. SCOE shall provide each employee with the tools, equipment, and/or supplies necessary for the completion of all assigned duties, tasks, and responsibilities, as determined by their immediate supervisor.
- B. SCOE shall reimburse any employee for the loss, destruction or damage to personal property, not including motor vehicles, used in the programs under its jurisdiction. To be included for reimbursement are clothing (including alterations, if necessary - hems), shoes, glasses, jewelry, watches, and miscellaneous personal items. SCOE will attempt to provide secured space for all personal property.
- C. For personnel wanting to use their personal tools or equipment, a list of items must be submitted in writing to his/her immediate supervisor for

consideration. If approved, the immediate supervisor will return the list with his/her signature.

- D. Employees will be reimbursed the amount of their deductible, up to five hundred dollars (\$500), for vandalism to personal automobiles while parked during an employee's working hours, or while in use during the course of their employment provided:
 - 1. that the unit member must report the vandalism immediately, so that a reasonable determination may be made that the vandalism occurred at that time in the designated parking space; and provided
 - 2. that the unit member files and provides a copy of a police report to SCOE.

13.03 Reimbursement Limits

No reimbursement shall be made for mysterious disappearance. Further, accidental damage or any other loss suffered because of lack of proper care or supervision by the owner shall not be reimbursed.

13.04 Allowable Mileage Claims

- A. Only those miles traveled in the performance of official SCOE business will be claimed. Miles traveled to and from an employee's home or miles driven during the work day which vary from a direct route from one SCOE business contact to another are considered nonclaimable personal miles. The employee shall pay for all automotive operating expenses.
- B. Mileage claims will begin and end from the employee's primary work site.

13.05 Criteria for Mileage Compensation

- A. An employee assigned to a specific SCOE facility who reports to that facility prior to beginning duties of the regular work day and returns to the facility prior to going home at the end of the day shall be compensated only for SCOE business mileage accrued between departure from and return to the facility for each work day.
- B. Employees who do not regularly report to a facility, or who occasionally go directly from home to a work location other than their normal location, can claim only those miles over and above their normal commute miles. If the mileage to this location exceeds the mileage from the employee's home to the assigned facility, only the difference may be claimed. If an employee does not return to a specific facility at the end

of the work day, only those miles from the last work location to home that are over the employee's normal commute miles may be claimed.

13.06 Mileage

Any employee given directions to use his/her own car on SCOE business shall be reimbursed at the current rate set by the Internal Revenue Service.

13.07 Conference Attendance, Meetings or Other SCOE Business

- A. Employees authorized to attend conferences, meetings, or SCOE business shall be limited to a per diem rate established by SCOE, except as otherwise authorized by the Superintendent or his/her designee.
- B. Only actual lodging and meal costs are to be claimed but in no event will actual lodging costs exceed the single occupancy rate charged by the headquarter hotel or motel. For authorized overnight stays for which there is no headquarter hotel, director approval of all lodging costs must be obtained. Meals shall be reimbursed not to exceed the current limit established by SCOE, except when an official part of the program.

Reimbursement for meals shall be the actual expense except that the total for lodging and meals shall not exceed the current amount established by SCOE. Reimbursement for meals is allowable only when travel begins or ends as set forth below. The following schedule relates the time of travel to reimbursable meals (these restrictions shall not apply to bus drivers):

Meals	Travel Begins Before	Travel Ends After	Current Amount
Breakfast	7:00 a.m.	9:00 a.m.	\$8.40**
Lunch	11:00 a.m.	2:00 p.m.	\$12.00**
Dinner	5:00 p.m.	7:00 p.m.	\$21.60**

* (With prior approval of department head only.) Actual cost of the lunch may be claimed when the employee is required to attend a meeting held during lunch hour where official business is conducted.

** These amounts include the 15% gratuity.

13.08 Uniforms for Maintenance Custodial Personnel

Uniforms shall be made available by SCOE to all maintenance and custodial staff members who wish to use them. Types and numbers of uniforms shall be as determined sufficient and appropriate by SCOE.

ARTICLE XIV HEALTH AND WELFARE BENEFITS

14.01 Entitlement to Payment of Premiums

SCOE shall provide for the payment of such insurance premiums and other benefits for employees and their dependents, and retired persons as stated herein. Premium payments shall be paid for employees working less than six (6) hours on the same ratio as their employment bears to eight (8) hours.

14.02 Plans Available

Employees may select from those medical, dental, orthodontia, vision and insurance plans offered by SCOE (see EXHIBIT F). Additionally, there are other tax-exempt benefits that are available under the provisions of the IRS 125 plans. Effective August 1, 1992, SCOE adopted a Cafeteria Plan for its employees who meet the plan's eligibility requirements. The plan allows an employee to expense certain benefits provided under the plan on a pre-tax basis. A Summary Plan Description will be provided by SCOE.

14.03 Enrollment

Employees must enroll within thirty (30) days after date of eligibility.

14.04 Entitlement to Plans

- A. SCOE has authorized payment of the individual employees and all or a portion of dependent's health insurance premium for medical, dental, Tax Sheltered Annuity, and employee insurance plans to a maximum of six-hundred and twenty-three dollars and 45/100 (\$623.45) (effective January 1, 2015) per month for each eligible employee. For new employees (those hired after November 1, 2006) who provide proof of other coverage in alternative health benefits and who waive taking any health benefits, there will be a "cash out" option of twelve hundred dollars (\$1200) annually. Those employees hired after November 1, 2006 who opt out of the medical benefit plan will not be eligible for post-retirement health benefits.

- B. It is the intent of SCOE and CSEA to maintain the dollars allocated to benefit increases for classified employees at a level comparable to benefit increases provided to other employee groups of the organization. The benefit amount for active classified employees shall not be less than the amount provided to SCOE retirees.
- C. SCOE will provide a twenty thousand dollar (\$20,000) term life insurance policy for all eligible employees employed more than twenty (20) hours per week [those employees working less than twenty (20) hours per week are entitled to \$5,000.00]. Dependent coverage of five thousand dollars (\$5,000.00) for each dependent is available to the employees through payroll deduction. Premiums for the twenty thousand dollar (\$20,000.00) term life insurance are not subject to the six-hundred and twenty-three dollars and 45/100 (\$623.45) maximum premium payment set by SCOE.
- D. SCOE will add a stipend of sixty-one dollars (\$61) to the monthly compensation of all unit members eligible for PERS retirement effective June 1, 2014. This stipend is not intended to be eligible for PERS retirement credit and will not be creditable compensation.
- E. Persons determined to be domestic partners under the guidelines of the State of California shall be eligible to participate in any insurance plan that is appropriate.
- F. SCOE shall when possible set up a meeting annually with all insurance providers to provide information to all employees.
- G. Exhibits: Information on all health and welfare programs shall be attached as exhibits to this contract. (See EXHIBIT F)
- H. Contingent upon agreements with the other unit and management, effective January 1, 2015, SCOE agrees to increase the monthly allocation for two party and family by three hundred and fifteen dollars (\$315).

14.05 Health Insurance Upon Retirement

- A. All those who retire from SCOE pursuant to the requirements of the California Public Employee Retirement System [as long as SCOE is a participant in the California Public Employee Retirement System (CalPERS) Health Benefit Program] and who satisfy the requirements of fifteen years with SCOE as set out in the Vesting Resolution for unit members of the exclusive representative CSEA will be entitled to the

minimum contribution required by Government Code section 22892 (b) (1). SCOE and CSEA acknowledge that participation in the PERS Health Benefit Program requires compliance with PERS rules for right of survivorship.

- B. Current retirees will be provided the least expensive medical insurance for single employees. Current retired employees or future retired employees may elect from the negotiated palette of medical health benefits but are required to pay the difference monthly should the plan selected cost more than the least expensive medical insurance for single employees. An eligible retiree must apply for all available Medicare benefits if those benefits would lower the Trust's future cost for health benefits. The Trust's responsibility would then be the lower of the cost of the Medicare supplement or the least expensive regular medical insurance for single employees.
- C. Over and above the minimum required contribution for retirees, there will be supplemental retiree health program not subject to the regulation of PEMHCA. The supplemental retiree health program will be the difference between the PERS minimum and the cost for a single employee medical policy. The service requirement for the supplemental health benefits will be the completion of fifteen years with SCOE and meeting the requirements set forth in section 14.04 above. When an employee retires under PERS regulations with fifteen or more years of service with SCOE, the employee will be entitled to one hundred percent (100%) of the cost of the least expensive medical coverage for a single employee.
- D. Current employees (those hired before November 1, 2006) who cannot complete the newly required number of years prior to age 55 will be provided a transition exception if they meet the minimum requirements for PERS retirement. Those employees will be provided the cost of the least expensive medical health benefit for single employees.
- E. The requirement for years of service set out above must be STRS or PERS credited years of service that the regular employee worked with SCOE as set out in Paragraph C above. Purchased additional retirement service credit from STRS or PERS shall not be eligible as earned service.
- F. The supplemental coverage will be limited to the qualifying employee with no right of survivorship.

14.06 Prefunding Election for Supplemental Benefits Required for New Employees

- A. New employees (those hired on or after November 1, 2006) will be provided the option of electing supplemental retiree health benefits or waiving them. These employees who meet the vesting requirements of the PERS Resolution for CSEA would continue to be eligible for the PERS minimum contribution as required by Government Code sections 22892 (b)(1) and 22895 regardless of their willingness to participate in the supplemental retiree health benefit program (provided, of course, and conditioned upon SCOE remaining with PERS for healthcare). Those employees electing to participate in supplemental retiree health benefits will be required to the actuarial identified percentage of the employee's salary for the required fifteen year qualification period set out above [initially, two percent (2%) of the first \$35,000 of salary]. The percentage will be adjusted up or down every three (3) years by a qualified actuary, who shall be appointed by mutual agreement of SCOE and the Trust.

- B. If an employee leaves SCOE for any reason prior to qualifying for supplemental retiree health benefits and/or retiring, he or she is entitled to the return of the amounts he or she actually paid into the pre-funding program (it is not intended to include earnings on the money). This obligation will be the obligation of the Trust and will be so identified in the Declaration of Trust.

**ARTICLE XV
HOLIDAYS**

15.01 Regular Holidays

- A. Holidays shall include:
 - New Year's Day (January 1)
 - Martin Luther King, Jr. (observed)
 - Lincoln's Birthday (observed)
 - Washington's Birthday (observed)
 - Memorial Day (observed)
 - Independence Day (July 4)
 - Labor Day
 - Veterans Day (observed)
 - Wednesday before Thanksgiving, Thanksgiving Day, and Friday following

All weekdays between December 24 and January 1, inclusive.

- B. No employee shall be penalized in any way, such as loss of vacation day or work time, because his/her worksite observes any of the aforementioned holidays on a day other than the date(s) noted on SCOE's calendar.

15.02 Special Holidays

Any day appointed by the County Board of Supervisors, the County Board of Education, the Governor or the President as a public fast, thanksgiving or holiday, shall be a holiday, unless it is a special or limited holiday.

15.03 Eligibility

To be entitled to the holiday an employee must be in a paid status during any portion of the work day immediately preceding or succeeding the holiday.

15.04 Holidays at Christmas Recess

Employees not normally assigned to duty during the Christmas vacation period shall be entitled to December 25 and January 1 and any holiday declared by the Board which falls during the Christmas vacation provided they were in a paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.

15.05 Canceled School Day

When a regularly scheduled school day is canceled and certificated employees receive pay for that day, employees covered by this Agreement shall also receive pay for that day, whether or not they are required to report for work.

15.06 Sunday Holidays

When any of the holidays which SCOE authorizes fall on Sunday, all full-time and permanent part-time employees shall be entitled to the Monday following as a holiday with pay.

15.07 Saturday Holidays

When any of the holidays on which SCOE would be closed fall on Saturday, all regular full-time and permanent part-time employees shall be entitled to the preceding Friday as a holiday with pay.

15.08 Holiday Pay

Those employees required to work on a holiday will be paid their normal pay plus time and a half.

ARTICLE XVI VACATION

16.01 Vacation Accrual

- A. Vacation with pay shall be earned by employees based on the equivalent of full-time service from the date of appointment.
- B. Vacation credit shall accrue to the employee on the first of the month following that in which it is earned.
- C. All employees who have less than three (3) years of service shall accrue vacation on the basis of one (1) day for each full month of service or a total of twelve (12) days for a full twelve (12) months service.
- D. All employees who have three (3) years or more but less than nine (9) years of service shall accrue vacation on the basis of 1.33 days for each full month of service or a total of sixteen (16) days for a full twelve (12) months service.
- E. All employees who have nine (9) years or more but less than fifteen (15) years of service shall accrue vacation on the basis of 1.50 days for each full month of service or a total of eighteen (18) days for a full twelve (12) months service.
- F. All employees who have fifteen (15) years of service shall accrue vacation on the basis of 1.83333 days for each full month of service or a total of twenty-two (22) days for a full twelve (12) months service.
- G. Employees may accrue up to a maximum of forty (40) days.
- H. Calculations of the above accruals shall be based upon the standard rate of eight (8) hours per day for all employees.
- I. Any vacation over the maximum limits, with the employee's approval, shall be donated to the Catastrophic Leave Bank (Article XVII, Section 17.17).

- J. Employees and supervisor will be provided written notice sixty (60) days in advance of reaching the maximum limits of their vacation accrual.

16.02 Payment on Termination

An employee who has more than six (6) months of service and who separates or is terminated from SCOE employment or who takes military leave in excess of one hundred eighty (180) days shall be paid the monetary value of his/her full terminal vacation.

16.03 Vacation Scheduling

- A. Assistants' Sub-Unit: Due to the requirements of the instructional program, employees are not permitted to take vacation during the regular instructional program. Exception: Infant Educators and Special Education Technicians may take vacation during time when the program is in session.
- B. General Sub-Unit: Vacations shall be scheduled at times requested by the bargaining unit employee so far as possible with the SCOE work requirements as defined by administration. Administration shall approve or disapprove the request within five (5) business days. Once approved, administration will only change such schedule for compelling administration needs. If, prior to approval, there is any conflict between employees who are working on the same or similar operation as to when vacations shall be taken, the employee with the greatest hire date seniority shall be given his/her preference as long as such vacation scheduling does not interfere with the needs of the organization as defined by management.
- C. Interruption of Vacation: An employee in the bargaining units shall be permitted to interrupt or terminate vacation leave due to:
 - 1. hospitalization of employee
 - 2. illness of employee
 - 3. death of any member of the employee's immediate family.

ARTICLE XVII LEAVES

17.01 General Terms Governing Leave

- A. No absence under any leave provision shall be considered a break in service, but only paid (full and partial) leave shall be counted toward seniority for layoff purposes.
- B. On such paid leave, the benefits provided by Articles XIV, XV and XVI shall continue to accrue.
- C. Leaves may be granted when an employee identifies the need based on illness or death of a person determined to be part of the employee's "immediate family" as defined in Section 3.02 of this Agreement. The Deputy Superintendent, Support Services shall make the determination in cases where the leave is not expressly provided in this Agreement.

17.02 Bereavement Leave

Each employee is granted up to six (6) work days with pay for bereavement leave of absence for the death of any member of his/her immediate family, as defined in Article III, Section 3.02 of this collective bargaining agreement.

17.03 Jury Duty

- A. An employee shall be allowed such time off with pay as is required in connection with jury duty provided, however, that payment shall be made for such time off only upon presentation of a signed receipt showing actual days served on jury duty and remittance of full jury fees, or upon submittal of acceptable evidence that jury fees were waived.
- B. Such employee shall notify his/her immediate supervisor immediately upon receiving notice of jury duty.
- C. An employee who takes vacation or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her regular salary.
- D. An employee on jury duty during the day shall not be required to report to work on swing shift.

17.04 Official Appearances

- A. A classified employee shall be granted a leave of absence with pay when ordered to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
- B. The classified employee shall present a written statement showing the time served as a witness and shall remit any fees received other than expense reimbursement.
- C. The classified employee shall notify his/her supervisor immediately upon receiving notice of such order.
- D. A classified employee who uses other than work days while absent from duty for this purpose shall not be required to remit or waive any fees in order to receive his/her regular salary.

17.05 Military Leave

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

17.06 Sick Leave

- A. Sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, pregnancy/childbirth, or quarantine. Sick leave with pay shall be earned by employees based on the equivalent of full-time service from the date of employment.
- B. Sick leave shall be earned, for salary compensation purposes, at the rate of one and one-quarter (1¼) days for each calendar month of continuous fulltime service, with an annual maximum of fifteen (15) days for twelve (12) month employees. A part-time employee shall be entitled to sick leave in the same ratio that his/her employment bears to full-time, twelve (12) month employment.
- C. At the beginning of each fiscal year the full amount of sick leave granted under this section shall be credited to each employee. Such leave may be taken at any time within the employee's assigned work year. However, upon initial employment, an employee shall not be eligible to take more than six (6) days, or the proportionate amount of sick leave to which

he/she is entitled, until the first day of the calendar month after completion of six (6) months of service.

- D. All unused sick leave may be accumulated without limit.
- E. In case a regular employee resigns or otherwise leaves the service of SCOE after having used more sick leave days than may have been earned for any current year, as defined in paragraph (B) above, plus any prior year accumulations, a deduction shall be made in the salary or wages which may be due for each day of sick leave used and not earned.
- F. For sick leave absences that exceed four (4) consecutive work days, the employee shall submit, if requested, a statement in writing, signed by the attending physician or medical advisor, or a statement of verification of illness signed by the employee certifying that the employee was incapacitated and unable to perform his/her duties. SCOE reserves the right to require medical verification of illness or accident for any period of time when there is reasonable cause to require such verification. Prior written notice of such requirement shall be given to the employee. Examples of the determination of cause are in (L) below.
- G. An employee becoming aware of the need for absences due to surgery, pregnancy/childbirth shall submit a statement from his/her physician as far in advance of the initial disability date as possible on the proper SCOE form. The physician's statement on the form shall include the anticipated beginning date of disability and the anticipated date of return to active service.
- H. An employee may utilize sick leave for absences due to examination or treatment by a medical doctor or dentist. The employee shall notify the supervisor prior to the appointment.
- I. Employees may transfer accumulated sick leave to retirement credits pursuant to current PERS law.
- J. One (1) day of sick leave may be donated to the catastrophic leave bank as described in this contract. (See Section 17.17.)
- K. CSEA and SCOE have identified a problem with the utilization of leave by some unit members and intend that inappropriate or excessive use of sick leave will be subject to increased scrutiny and/or progressive discipline. Once a potential pattern of abuse of leave has been identified/suspected, there will be a meeting between the supervisor and/or HR designee and

the employee to discuss the issue. At this meeting the employee shall be informed of his/her FMLA rights.

L. The examples below are set out to assist SCOE in determining whether leave is used appropriately. Unit members identified with these patterns will be subject to discipline up to and including termination. The application of the criteria requires consideration of the circumstances surrounding the leave utilization and may require more than a single instance to determine the appropriateness of the leave, but the existence of the patterns constitutes evidence of leave abuse. Employees currently displaying these patterns will be advised of the agreement reached with CSEA and put on notice of potential discipline if their attendance doesn't improve.

1. Same days off (Monday/Friday for example)
2. Absences to extend holiday/vacation
3. Absences on high volume work days
4. Absences on minimum days in programs
5. Yearly use of all leaves
6. Failure/refusal to bring in medical verification for absence
7. Utilization of all PN leave
8. Utilization of all ER leave
9. Being present at work 75% or less per month
10. Repetitive tardiness (that adversely affects program/department)
11. Excessive use of extended leave

17.07 Family Sick Leave

An employee may utilize sick leave for absence from duty for attendance upon a member of his/her immediate family because of the illness, medical treatment, injury, operation or exposure to contagious disease and where attendance of such employee is definitely required. The employee's "immediate family" is defined in Article III, Section 3.02.

17.08 Industrial Accident and Illness Leave

- A. Employees shall have the opportunity to name their personal doctor, in accordance with the current Worker's Compensation laws. The new employee packet shall include the form to designate his/her own personal physician. The forms shall be kept in their personnel file. The form shall remain in effect until changed by the employee.
- B. Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions.
- C. An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Worker's Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Worker's Compensation provided that:
 - 1. In the opinion of SCOE, the illness or injury constitutes an industrial accident or illness, or, if contested by SCOE, it is ultimately determined to be work connected.
- D. Paid industrial accident leave shall be for not more than sixty (60) work days in any one (1) fiscal year per accident per year.
- E. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Worker's Compensation. Days absent while on paid industrial accident leave, shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.
- F. If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if eligible therefore. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from the Compensation Insurance Fund.
- G. After all paid illness leave has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation, earned compensatory time, or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Compensation Insurance Fund.

- H. After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay.
- I. Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
- J. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and Personnel Commission Rules. An employee shall continue to receive seniority credit for all purposes while on such a paid leave of absence.
- K. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
- L. An employee who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis, and in assignment areas in which the employee has made himself/herself available. Employees removed from a reemployment list under this rule may appeal the removal to the Personnel Commission.
- M. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by SCOE shall not, when added to a normal temporary disability allowance award without penalties granted the employee's Worker's Compensation Insurance Laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in paid status during the preceding year.
- N. During all paid leaves resulting from an industrial accident or illness, the employee shall endorse SCOE wage loss benefit checks received under

Worker's Compensation Laws of this State. SCOE in turn shall issue the employee appropriate warrants for the payment of wages or salary and shall deduct normal retirement and other authorized contributions.

- O. In the event that an employee receives a loss benefit check in connection with a claim, it should be endorsed "pay to the Sacramento County Office of Education" and signed by the employee. It is critical that the check then reach the payroll office within fifteen (15) days after the issue date. Failure to observe this rule may result in a reduction of his/her next regular salary warrant by the amount of the benefit check.

17.09 Extended Sick Leave

Each employee shall be credited on July 1 of each year with no less than one hundred (100) days of no less than fifty percent (50%) of his/her salary. Such one hundred (100) days shall include all accumulated sick leave and the current year's entitlement. When an employee is absent from duty because of illness or injury, the amount deducted from salary due him/her for any month in which the absence occurs shall not exceed fifty percent (50%) of his/her monthly salary, up to a maximum of one hundred (100) days within the employee's work year.

17.10 Personal Necessity Leave

The purpose of this article is to allow personal necessity leave for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and/or which cannot be dealt with during off duty hours. The employee will not be required to give a reason and will not need supervisor's approval. Employees must notify their supervisor in advance, whenever possible. Any days of absence earned for sick leave under Section 17.06 may be used by the employee, at his/her election, in cases of personal necessity to a limit of eight (8) days in any one (1) fiscal year.

Examples of activities for which personal necessity may not be used include:

- A. Political, recreational or social activities.
- B. Employee CSEA business.
- C. Other employment.
- D. Any concerted work stoppage.
- E. Any illegal activity.

17.11 Terminal Illness Leave

When a member has written verification from a doctor that an illness appears to be terminal, SCOE shall pay to that member his/her full monthly salary for each month or part thereof that the member survives for a period not to exceed twelve (12) calendar months after the exhaustion of earned, accumulative sick leave and vacation days.

17.12 Emergency Leave

- A. An emergency is defined as an immediate threat to the life or safety or property of the employee or the employee's immediate family that requires the urgent attention of the employee.
- B. Unit members are authorized twenty-four (24) hours per year for emergency leave for those unusual situations which are considered unforeseen circumstances and mandate immediate action. Upon return to work, the employee shall notify their immediate supervisor of their absence. Prior to leaving on an emergency, the employee shall either notify the appropriate department personnel or the Personnel department.

17.13 Maternity Leave

Maternity leave of absence shall be granted to an employee of the bargaining unit provided she has the appropriate paid leave available in relation to child-bearing as follows:

An employee of the bargaining unit who is pregnant may continue in active employment as late into her pregnancy as her health permits. Any disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from is, for all job-related purposes, a temporary disability and shall be treated as such under sick leave provisions of this contract.

17.14 Parental Leave

- A. An employee of the bargaining unit shall be granted up to five (5) work days of paid leave to be taken at the time of delivery of the child, receipt of the adopted child, and/or at the time the mother and the child leave the hospital. This leave shall be deducted from sick leave.
- B. Upon formal application to the Personnel Department, an unpaid parental leave, not to exceed six (6) months, shall be granted to an employee in relation to child rearing, as follows:
 - 1. Before or after the birth of his/her child, or

2. Upon adoption of a child, or prior to the adoption if necessary to fulfill the requirements for adoption.
3. Such employee shall be assured of return rights to his/her specific assignment.
4. If, during the absence of the employee, the assignment is eliminated the employee will be notified and another assignment made based on reemployment rights.

Notwithstanding the above, an employee may apply for and be granted a one (1) year unpaid parental leave, with placement on the reemployment list for vacancies as provided in Article XXII, Section 22.06 of this contract.

17.15 Retraining and Study Leave

An unpaid leave of absence not to exceed ten (10) months for study/retraining shall be granted to an employee who meets the following qualifications:

- A. Leave of absence may be taken in separate five (5) month periods rather than for a continuous ten (10) month period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period.
- B. The course of study for the leave shall be applicable to the employee's present assignment or upward mobility within SCOE.
- C. Study or retraining leave will not be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.
- D. No more than one study or retraining leave of absence shall be granted in each three (3) year period.
- E. Such leave shall not be included as service in computing service for the granting of any subsequent leave as provided in this term.
- F. Such employee shall be assured of return rights to his/her specific assignment. If, during the absence of the employee, the assignment is eliminated the employee will be notified and another assignment made based on reemployment rights.

17.16 General Leave

- A. A request by an employee to be absent without pay from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of SCOE for up to thirty (30) work days.
- B. This leave may be extended at the discretion of the County Board of Education in compelling circumstances.
- C. Such employee shall be assured of return rights to his/her specific assignment. If, during the absence of the employee, the assignment is eliminated the employee will be notified and another assignment made based on reemployment rights.

17.17 Catastrophic Voluntary Leave Bank

SCOE offers a catastrophic leave program available to all SCOE employees. This program is voluntary and participating employees are permitted to donate eligible leave credits to assist eligible employees when that employee or a member of his or her family suffers from a catastrophic illness or injury as defined by Ed Code 44043.5:

“ ‘Catastrophic illness’ or ‘injury’ ” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.”

For the purposes of this section, a “day” shall be a day that the employee is expected to be on duty as determined by his or her contract with SCOE. Days shall be contributed without regard to the daily rate of the employee participant. The bank will be administered by a committee comprised of two members appointed by SCOETA, two members appointed by CSEA and two members appointed by management.

Participation in the bank is voluntary and requires an annual contribution of one sick day per school year. Donations will be made each year by September 30.

Employees may donate sick leave if they have a minimum of five days of accumulated sick leave.

Rules and regulations for the catastrophic leave bank will be developed and administered by the bank committee. Days in the bank will accumulate from year to year. Credit will be given to those employees already in the bank.

17.18 Donated Leave

Classified employees may donate one (1) day sick leave or vacation days/hours to a particular individual, (provided that no other leave credits are available to that individual) by informing SCOE and filing the necessary form. The days/hours for a specified individual will be given to that person and added to their sick leave or vacation and are irrevocable. However, if the employee dies, the donated days/hours will be divided between the donors equally and returned to their sick/vacation leave. A maximum of thirty (30) days may be accrued by the receiving employee.

17.19 Service in Elected Office

- A. A classified employee who is elected to a State Constitutional Office, the State Legislature, or a public local District, Council or Board shall be entitled to an unpaid leave of absence for the length of his/her term in office.
- B. The classified employee on leave shall notify the Personnel office of his/her intended return no later than six (6) months prior to the date of their return.

17.20 Family Medical Leave

Employees shall be entitled to family medical leave pursuant to the Family Medical Leave Act (FMLA) and the California Family Medical Leave Act (CFMLA). It is intended that current leave entitlements shall run concurrently with FMLA and CFMLA leave. This item is not grievable. It is enforceable as set out in law.

**ARTICLE XVIII
TRANSFERS**

18.01 Involuntary Transfers

- A. Any employee may be transferred within his/her present classification to meet a program need of SCOE because of surplus staff, or for other causes as stated in writing and as determined by the Superintendent.

SCOE shall consider employees on the voluntary transfer list prior to finalizing any involuntary transfers.

- B. Prior to affecting an involuntary transfer, but not during the initial meeting where the potential transfer is discussed, the initiating supervisor shall have a conference with the employee and shall consider as fully as feasible the preferences of the employee. The affected employee may have a conference with the Director, Human Resources. Except when there are extenuating conditions driven by program need, an employee involuntarily transferred will be provided no less than ten (10) work days written notice prior to reporting, to allow the employee to accommodate personal needs, including but not limited to shift changes, work year changes, or transportation problems.
- C. SCOE or any of its designated representatives shall not direct any involuntary job-site transfer for punitive reasons.

18.02 Voluntary Transfer

- A. A permanent employee may apply for transfer at any time to any vacancy within his/her present classification by filing a written request with the Personnel Department. The written request shall include the job site(s) to which the transfer is requested.
- B. The Personnel Department shall establish an annual voluntary transfer list. Upon submission of request, the employee's name shall be placed on the transfer list until October 1. If not selected prior to October 1, a new request must be initiated.
- C. Upon written notification of a vacancy, the Personnel Department shall contact employees qualified under this Article to determine whether or not they wish to apply for such vacancy. To be considered for a voluntary transfer, the employee must have submitted such request for transfer prior to the date of the date of the vacancy occurring. Exception: Upon establishment of positions in a new program and/or a new job site, the Personnel Department will post the job announcement at each job site for a period of five (5) work days. Employees wishing to transfer to the new program/job site may file a written transfer request prior to the closing date stated on the announcement.
- D. All permanent employees serving in the same classification who have requested a transfer to that job site shall be granted an interview after persons on the reemployment list and prior to persons on the eligibility

list(s). If a permanent employee is interviewed for a position under the provisions of this Article and not appointed, the employee shall be given, upon request, the specific reasons for the denial.

- E. A "vacancy" is a position in the classified service covered by this Agreement which is intended to be filled and for which there is no incumbent serving or on leave of absence.
- F. A "transfer" is the filling of a vacancy within the same classification as the employee filling it.

ARTICLE XIX PROMOTION

19.01 Posting of Vacancy Examinations

- A. Notices for job vacancy examinations within the unit shall be posted at all work locations for a period of fifteen (15) work days. Such notices shall be sent to our sites via U.S. mail.
- B. Any employee requesting job announcements be sent to their home shall have that request honored.
- C. The notice shall include class title, salary, nature of the work to be performed, the job site (if for a specific vacancy), and the deadline date and place for filing.
- D. Employees in the bargaining unit will be provided the opportunity to apply for vacancies in other job classes than presently assigned, by completing a form in the Personnel office, expressing specific job classes of interest.
- E. When vacancies occur in the job class(es) of interest the Personnel office will notify each employee interested through U.S. or SCOE mail (whichever is appropriate). Requests may be made at any time; however, a new form must be completed each year prior to October 1.

19.02 Examinations

- A. In establishing eligibility lists for classifications in the bargaining unit, promotional, open, or continuous examinations may be used. The determination of the type of examination will be at the discretion of the Deputy Superintendent, Support Services, and/or Personnel Commission.

- B. When practical and consistent with the best interests of the service, promotional examinations shall be utilized. Any person, including employees in the bargaining unit, may apply for open and continuous examinations. Only employees with permanent status in SCOE may apply for promotional examinations.
- C. Alternate testing or interview dates shall be made available to any employee with permanent status in SCOE who has successfully completed all application requirements, but is unavailable for a test or interview due to a work assignment or union obligation that was made prior to the announcement of said date(s).

19.03 Eligibility Lists

Through the examination process, employees may qualify for placement, in rank order, on open, continuous, and/or promotional eligibility lists for specific classification vacancies. A copy of the list shall be posted in a binder kept at the public counter in Personnel. In addition, copies shall be made available to any employee or candidate upon request.

Examinations for the following job classes shall be administered at least semiannually: Accounting Technicians, Staff/School Secretaries, Para-educators I and II

19.04 Time Off for Exams Administered by SCOE

Any employee participating in a SCOE exam or interview shall be entitled to paid release time from his/her current assignment. No deduction from vacation or other leave shall occur. In order to participate in the exam or interview in paid status, the employee must notify his/her immediate supervisor at least forty-eight (48) hours in advance.

ARTICLE XX CLASSIFICATION, RECLASSIFICATION & ABOLITION OF POSITIONS

20.01 Placement in Class

Every bargaining unit position shall be placed in a class.

20.02 Incumbent Rights

When any position or class of positions is reclassified, then incumbents in the positions shall be entitled to serve in the new position.

20.03 Classification and Reclassification Requirement

Forty-eight (48) hours before the reclassification of any positions or class of positions, the Deputy Superintendent, Support Services shall notify CSEA in writing.

20.04 Abolition of a Position or Class of Positions

If SCOE decides to abolish any position or class of positions, it shall notify CSEA in writing forty-eight (48) hours in advance. This does not require any action where SCOE decides not to fill a vacant position.

20.05 Effect on Wages and Hours

The provisions of this Article shall not be construed to authorize an involuntary reduction in hours except as provided in Article XXII or a reduction in salary without bargaining that change.

20.06 Review of Job Classifications

Classifications shall be reviewed on a rotating basis with each classification being reviewed at least every three (3) years. At the beginning of the calendar year personnel will present to CSEA a list of classifications to be reviewed during that year. These will be the classifications which are next in line or in which there is a special need.

The Job Classification Review Committee consists of three CSEA members and three management team members and shall meet prior to Personnel Commission meetings to review and recommend proposed changes to CSEA job classifications.

ARTICLE XXI LAYOFF AND REEMPLOYMENT

21.01 Layoff

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

21.02 Order of Layoff

- A. Layoffs shall be in reverse order of seniority in the job classification in which the layoff occurs.
- B. The employee who has been employed the shortest time in the class plus higher classes shall be laid off first. Seniority will be determined by date of hire. In the event of a question of equal seniority where two or more employees have the same date of hire, layoff and reemployment shall be determined by lot.

21.03 Notice of Layoff

- A. When a layoff of classified employees is anticipated by the administration and at least seventy-two (72) hours before any Superintendent action is taken on layoff of classified employees, SCOE shall notify CSEA in writing of the proposed action. SCOE will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated no less than fifteen (15) calendar days before the date notices are sent to employees. A list of positions and/or hours recommended for reduction or elimination, and for information only, any non-confidential documents supporting the need for lay-off will be furnished to CSEA at the time such information is given to the Superintendent.
- B. An employee may challenge his/her place on the seniority roster by making objections to the Director, Human Resources who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s) involving such employee(s).
- C. After a SCOE action has been taken on a layoff, a written notice of layoff shall be given to affected employees, no less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the Director, Human Resources may be scheduled during normal working

hours, if requested by the employee. A copy of the notice shall be concurrently sent by mail to the President of CSEA local chapter or designee with a list of the employees to whom sent. Such notice shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and reemployment rights.

21.04 Reduction of Assigned Time

SCOE will advise CSEA of a proposed reduction in hours. Within seventy-two (72) hours of that notice, CSEA agrees to meet and negotiate with SCOE concerning the proposed reduction in hours. Should an agreement not be reached within the time required for the completion of impasse, SCOE may issue notices and proceed to reduce the positions provided that the duty to negotiate in good faith would continue.

21.05 Improper Layoff

If during the term of this Agreement it is determined that an employee has been improperly laid off and would have been otherwise entitled to employment, said employee shall be reemployed as soon as possible after the error is determined to exist and shall be reimbursed by SCOE for any loss of salary.

Additionally, seniority, step placement, vacation and sick leave hours shall be reinstated as if there were no interruption in service.

21.06 Displacement (Bumping) Rights

- A. An employee who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump the least senior employee in that classification with the same hourly assignment or closest thereto. Where the employee is eligible to bump into more than one classification the employee shall bump into the equal classification. If there are two classifications which he/she is eligible to bump into it shall be the one in which the employee has the most prior service.
- B. Seniority, for the purpose of determining bumping rights, shall include the total of the previous service in the equal or lower class being bumped into, plus service in the class from which layoff occurs, and higher classes.
- C. A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping right may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the

employee is qualified to perform the duties thereof and provided further that SCOE approves such reassignment. Such employee shall maintain his/her reemployment rights as defined in this article.

- D. No regular employee shall be laid off from any position while an employee not in the classified service is serving in a position in the same classification for a scheduled leave with at least six (6) more months' duration as of the effective date of layoff, unless the regular employee declines such assignment.

21.07 Reemployment Rights

- A. Laid off employee are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.
- B. Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).
- C. An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by SCOE of opening(s) for which he/she is eligible. The notice shall be by certified mail to the last address of the employee on record with SCOE.
- D. In lieu of certified mail notice, SCOE may elect to give notice by telephone or in person. If the position is refused, SCOE will confirm such refusal by letter to the employee and CSEA. CSEA shall be given written notice of all employees offered reemployment.
- E. An employee who has received and declined two offers of employment in the classification from which laid off with the same or more hours than that held at the time of layoff shall be removed from the reemployment list.
- F. Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.

- G. SCOE may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.
- H. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours. An employee given an offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies SCOE of his/her refusal of reemployment within ten (10) calendar days from receipt of the reemployment offer. If the employee accepts reemployment, he/she must report to work within eleven (11) work days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or SCOE approves a later reporting date.

21.08 Seniority

Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by SCOE. Step placement on the salary schedule shall be the same as on the layoff date.

21.09 Sick Leave Hours

Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.

21.10 Vacation and Compensatory Time

Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.

21.11 Fringe Benefit Continuance

With approval of the carrier(s) an employee who has been laid off shall continue to be covered with the benefits provided in Article XIV for three (3) months provided that the employee pays the full premiums in advance as prescribed by SCOE.

ARTICLE XXII DISCIPLINARY ACTION

22.01 Procedure

An employee may be involuntarily demoted, suspended or dismissed, other than pursuant to Article XXII, only as provided in the Education Code and the rules of the Personnel Commission. CSEA shall be given notice of such action within one (1) work day of the action initiated by the Superintendent.

22.02 Decisions Not Grievable

No decision of the County Superintendent or the Personnel Commission on a disciplinary action or a decision is subject to the grievance procedure.

ARTICLE XXIII SAFETY

23.01 Procedure

- A. SCOE shall conform to and comply with all health, safety, and sanitation requirements imposed by State and Federal law and regulations adopted under State and Federal law.
 - 1. Safety Committee - The SCOE and CSEA will form a joint safety committee composed of up to three members appointed by the SCOE and up to three members appointed by CSEA. The committee shall meet no less than quarterly to address matters designed to enhance the safety of unit employees.

- B. An employee may report any condition he/she believes to be unsafe or unhealthy to his/her immediate supervisor, the Personnel Officer, or a CSEA Representative. The employee shall state whether he/she believes the condition to be:
 - 1. An emergency,
 - 2. A priority, or
 - 3. A routine maintenance request

- C. The appropriate manager shall investigate the situation and determine the classification of the reported condition (i.e., emergency, priority or routine). After the condition has been classified as stated above, the corrective action shall be performed pursuant to the following:
- D. Emergency - shall have immediate attention. Work Order request will follow with supervisor's approval for emergency work.
- E. Priority - needs immediate attention but does not endanger persons or students. Work Order request may follow work to be done with supervisor's approval within twenty-four (24) hours when possible.
- F. Routine - all other work. Work Order request is submitted to supervisor for prior approval and when possible, the work shall be completed within five (5) working days.
- G. If CSEA does not agree with the classification as determined by the appropriate manager, or if the corrective action has not been initiated within the prescribed time limits above, an ad hoc committee will be formed composed of up to three members appointed by SCOE and up to three members appointed by CSEA which shall investigate and make recommendations.
- H. No employee shall in any way be discriminated against as a result of reporting any condition believed to be a violation of the above section.

23.02 Staff Response to Local Law Enforcement or Emergency Personnel

In the event of an emergency situation requiring an immediate response to local law enforcement or emergency services personnel that may jeopardize student and staff safety, all SCOE staff will:

- A. Immediately follow the directions of local law enforcement or emergency services personnel and ensure the safety and accountability of students;
- B. Notify his/her immediate supervisor and/or the County Superintendent's office of the situation;
- C. As an outcome, in the resolution of the emergency situation, any SCOE staff needing to remain on the work site as directed by local law enforcement or emergency services personnel beyond their regularly scheduled work day, the affected employee(s) shall be reimbursed accordingly;

- D. In the event that students and staff, as directed by local law enforcement and emergency services personnel, are unable to return to the regular work site for the duration of the workday, the decision as to an appropriate alternative work site shall be made by the immediate supervisor or the County Superintendent's designee. If the employees are directed to go home, there will be no loss of pay or leave for that day.

ARTICLE XXIV CONTRACTING OUT

24.01 Intent

It is the intent of the parties that the contracting of services shall be kept to the minimum necessary to effectively manage the operations of SCOE.

24.02 Notice to CSEA

- A. SCOE and CSEA have mutual interests in the preservation of unit work because when the work is customarily and/or routinely performed by CSEA the provision of services is more economical. CSEA shall be provided written notice prior to any decision to solicit contracted services for the usual and customary services performed by employees in the bargaining unit.

Contracted services shall only be used when at least one of the following circumstances exists:

1. An emergency situation requires immediate attention to prevent the stoppage of public business and/or ensure or protect the safety of employees, students, and/or the general public that current staff can't perform or isn't available to perform within the time required;
2. Existing staff is unable to perform the necessary work;
3. Existing staff does not possess the necessary skills, knowledge or expertise to complete the job;
4. Existing staff is unable to complete the work within the required time frame, and the time frame for beginning and end date shall be specified;

5. SCOE is unable to secure the necessary equipment to perform the job;
 6. The work presents a health and safety issue for SCOE employees;
 7. The work is performed pursuant to a warranty or part of a purchase for capital equipment.
- B. Should CSEA not receive the required advance notice, all contract work shall stop, and/or all scheduled work shall be postponed until CSEA has had five (5) days following written notification to review the situation.
- C. Should the CSEA have a concern regarding the use of a contractor they shall have the right to immediately schedule a meeting with the Deputy Superintendent, Support Services to resolve the situation. If concerns are not adequately remedied at that level, CSEA shall have the right to meet with the County Superintendent as necessary.
- D. Nothing in this section shall prohibit CSEA from filing a grievance or seeking any other appropriate remedy to enforce compliance with this article.

ARTICLE XXV DRUG AND ALCOHOL TESTING

25.01 Application

The provisions of this article apply only to workers whose duties include the driving of a commercial motor vehicle where a Class A or Class B driver's license is required. Bargaining unit classifications with such duties are limited to:

- A. School Bus Driver

25.02 Notice

All drivers subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion, post-accident, random, return to duty and follow-up testing while on duty. The notice shall state that the only such tests required by the employer are those required by the Federal Highway Administration (FHWA) as set forth in Title 49 of the Code of Federal Regulations, Part 382.

25.03 Reasonable Suspicion Testing

- A. A reasonable suspicion test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. For suspicion of controlled substance use only, the observations may also include indications of the chronic and withdrawal effects of controlled substances.
- B. The observations must be made by a supervisor who has received at least two (2) hours training in identifying indicators of probable alcohol misuse and controlled substance use.
- C. If the reasonable suspicion observations are made by the immediate supervisor of the driver, they must be confirmed by the direct observation of another manager similarly trained.
- D. Reasonable suspicion observations must be contemporaneous; i.e., they must be made just before, during or just after the driver's performance of a safety-sensitive duty.
- E. Drivers for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending testing results.

- F. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two (2) hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight (8) hours of the reasonable suspicion determination.
- G. A written record of the reasonable suspicion observations, dated and signed by all supervisors/managers making the observations, must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the driver when the results of the test are released.
- H. No supervisor or manager who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.

25.04 Post-Accident Testing

- A. A post-accident test must be based upon an accident for which the driver received a citation for a moving traffic violation or where there was a loss of human life.
- B. No post-accident test for alcohol will be given more than eight (8) hours after the accident. No post-accident test for controlled substances will be given more than thirty-two (32) hours after the accident. If the driver is not tested within the appropriate times (8/32 hours) SCOE shall maintain a record stating the reasons why the test was not administered.
- C. Prior to driving, all drivers shall be given necessary post-accident information, procedures and instructions by the employer.

25.05 Random Testing

- A. The annual percentage rate for random alcohol testing is twenty-five percent (25%) of the average number of driver positions. The annual percentage rate for random controlled substance testing is fifty percent (50%) of the average number of driver positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. [See 49 C.F.R. Section 382.305, subdivision (a).]

- B. The pool of persons subject to random testing shall include all persons, including persons not represented by CSEA, who actually drive a commercial motor vehicle for the employer, where a Class A or Class B license is required, during the month when the random selection occurs.
- C. Drivers will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.
- D. The employer may conduct random testing through a consortium with other employers but, in that case, the number of drivers to be tested must be based on the total number of drivers covered by the consortium who are subject to testing. The particular drivers randomly selected must be selected as if all drivers covered by the consortium worked for a single employer.
- E. The selection of drivers for random testing must be solely by chance utilizing a random number table of a computer-based random number generator matched with social security numbers.
- F. The dates for random tests shall be unannounced and spread reasonably throughout the year. Each person in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the person was previously tested that year.

25.06 Testing Procedures

- A. All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40.
- B. The immediate supervisor or manager of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.
- C. All testing shall be conducted in a private setting and, in the case of controlled substance testing, no direct observation of a driver's urination by a collection site person is permitted except for the reasons stated in Title 49 of the Code of Federal Regulations, Section 40.25, subdivision (e), and then only by a same gender collection site person who is not employed by the driver's employer.
- D. Except for a test requested by a driver for a test of the remainder of a split sample, the testing laboratory for controlled substance testing will be mutually agreed to between the parties.

- E. Any tests that do not comply with the requirements of this section shall be tested as negative tests.

25.07 Positive Tests

- A. A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol per 210 liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.
- B. A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques and must show one of the following:
 - 1. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
 - 2. 150 ng/ml of cocaine metabolite;
 - 3. 300 ng/ml of either morphine or codeine;
 - 4. 25 ng/ml of phencyclidine; or
 - 5. 500 ng/ml of amphetamine or methamphetamine.

In addition, the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.

- C. No positive test for controlled substances shall be reported to the employer until after:
 - 1. the medical review officer has contacted the driver directly, on a confidential basis, and given the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence;
 - 2. the medical review officer has given the driver, within seventy-two (72) hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services; and
 - 3. the remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.

- D. If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the employer as a negative test.
- E. The medical review officer shall be a licensed physician with special training in substance abuse disorder, the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the driver's employer.
- F. The cut-off levels in this section are those required by FHWA regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. [See 49 C.F.R. Section 40.29, subdivision (f).]

25.08 Effects of a Positive Test

- A. If the positive test is an alcohol test showing an alcohol concentration of 0.02 or greater but less than 0.04, the driver will be placed on paid administrative leave for twenty-four (24) hours (the driver will be paid for his/her regular duty hours only) or, at the option of the employer, the driver may be assigned to duties that are not safety sensitive for the same time period. The driver shall return to regular duty at the end of this 24- hour period. The employer shall take no other action against a driver based solely on these test.
- B. For all other positive tests, the driver shall be provided information on substance abuse services. The driver shall not be returned to duty until the driver passes a return-to-duty test. In addition, the driver must prove clearance to drive through the Department of Motor Vehicles.
- C. Drivers returning to duty shall be subject to unannounced follow-up testing during the first twelve (12) months following return to duty.
- D. Drivers may be subject to discipline for alcohol or controlled substance abuse up to and including termination.

25.09 Miscellaneous

- A. Drivers will receive their regular pay for time required to take the tests specified in this article. The employer will pay for these tests.

- B. The parties agree to treat all test results as confidential medical records.
- C. All drivers subject to this article shall receive training on alcohol misuse and controlled substance use. In addition, all CSEA stewards at the driver's work locations shall receive the same training provided to supervisors for reasonable suspicion determination.
- D. Neither the employer nor the medical review officer shall question a driver concerning their use of alcohol or controlled substances without first informing the driver of the right to have a union representative present throughout the questioning. If the driver then requests union representation, no such questions shall occur in the absence of the union representative. The employer shall not use any information obtained in violation of this paragraph in any action against the driver.

ARTICLE XXVI EMPLOYMENT AFTER RETIREMENT

26.01 Substitute in Same Classification

A retiree may substitute in the same classification he/she served in prior to retirement, provided they are placed upon a valid eligibility list.

ARTICLE XXVII SHARED DECISION-MAKING

27.01 Statement of Intent

The parties agree that it is in the best interest of SCOE and its constituencies to inclusively and cooperatively engage in decision-making activities with the goal of promoting continuous improvement in the quality of organizational support services and educational experiences. We believe this can best be accomplished through program decision-making practices that constructively involve relevant stakeholders likely to be affected by the implementation of resulting decisions. These stakeholders should include, but not be limited to, administrative, certificated, and classified staff, and may include parents, related agencies, students, and/or business partners.

27.02 Countywide Steering Committee

Classified staff is currently represented on the countywide steering committee outlined in the SCOETA contract. Should the need arise, an additional countywide steering committee shall be established in order to effectively initiate the process for implementing the above stated intent in non-school-site-based programs, with representatives from affected bargaining units and management. The committee's purpose shall be to develop procedures and recommendations to promote the practice of program- or department-based decision-making and to review progress made toward its successful implementation at work sites.

27.03 Scope of Authority of Decision-Making Teams

The primary intent of this article is to allow flexibility in the development of decision-making teams, while ensuring that directly affected programs and/or departments are provided an effective vehicle for communicating concerns and developing recommendations. It is agreed that program or department decision-making teams will be responsible at a minimum, for participation in the development of the following:

- A. Gathering and disseminating information and facilitating communication among staff;
- B. Providing annual input for ongoing staff development activities, which address both program/department-based and organizational needs and goals;
- C. Making decisions such as the use of program/department discretionary Funds;
- D. Establishing program/department-based meeting schedules for the purposes of implementation of this article.

27.04 Review and Alignment of Article XXVIII

This article shall be reviewed as necessary to ensure that the intent, as stated herein, is adhered to by all parties involved.

ARTICLE XXVIII NEGOTIATION PROCEDURES

28.01 Successor Contract

CSEA will present its proposals for a successor contract at the first regularly scheduled meeting of the Board of Education after March 1, 2017. Negotiations will commence no later than sixty (60) days after such presentation. If either the Board of Education or CSEA requires more than sixty (60) days, there may be an extension upon mutual consent of both parties.

28.02 Release Time

Negotiations shall be scheduled to permit a team of not more than ten (10) SCOE employees to be released from duty for the time required for such negotiations. In addition, reasonable release time shall be available to the negotiations team for the preparation of the proposal prior to the actual negotiations.

28.03 Contract Distribution

The contract will be available on the SCOE intranet and SCOE website within thirty (30) days following the signing of said contract by the designated representatives of both parties, unless otherwise agreed upon by both parties. Upon request, a copy of the final ratified contract shall be printed and distributed to the requester at the expense of SCOE.

ARTICLE XXIX DURATION

29.01 Term

The existing contract shall remain in effect for the period July 1, 2015 through June 30, 2018.

29.02 Reopeners

In the years 2015-2016 and 2016-2017 either SCOE or CSEA may elect to reopen up to two articles provided that the items do not have monetary implications.

ARTICLE XXX APPLICATION

30.01 Priority of Agreement

The provisions of this Agreement supersede any provisions in SCOE policies and procedures in respect to the employees covered by this Agreement.

30.02 Application

Further, if the subject matter of any SCOE policy or procedure is covered to any extent by this Agreement then that SCOE policy or procedure shall not apply to the employees covered by this Agreement.

ARTICLE XXXI CONCERTED ACTIVITIES

31.01 No Strikes, Etc.

There will be no strike, work stoppage, slow-down or interference with the operations of SCOE by CSEA or by its officers, agents, or members. In the event of a strike, work stoppage, slow-down, or other interference with the operations of SCOE by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

31.02 Disciplinary Action

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by SCOE.

31.03 No Lockout

During the term of this Agreement SCOE agrees not to engage in any lockout of employees covered by this Agreement.

**ARTICLE XXXII
SAVINGS**

32.01 Savings Clause

If any provision of this Agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

32.02 Renegotiation

In the event of invalidation as stated in 32.01 above, upon request by either party, the parties agree to meet and negotiate in an effort to arrive at a replacement for such provision as soon as possible.

SIGNATURES


For SCOE:



David W. Gordon, Superintendent
Sacramento County Office of Education

Date: 2/23/15

For CSEA:



Bill Mullen, President
California School Employees Association
Chapter 480

Date: 2/23/15