

Collective Bargaining Agreement

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



Chapter 480
July 1, 2023 – June 30, 2026

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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 Assistants 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 parents, grandparents of the employee or the spouse of the employee, spouse, siblings, siblings-in-law, grandchild 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 their 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 new employee appointed from an eligibility list shall serve a probationary period in a class for six (6) months, or one hundred thirty (130) days of paid service, whichever is longer, before attaining permanency in the classified service. An employee who has been promoted shall serve a probationary period of six (6) months, or one hundred thirty (130) days of paid service, in the higher class before attaining permanency in that class. Paid service shall include only those days in which an employee was at work, thus excluding all leaves and holidays from the one hundred thirty (130) day calculation.

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 their 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 in accordance with the Superintendent’s policies prohibiting harassment/discrimination in employment (currently SP 1006 and 1006.1, which are posted on the SCOE staff intranet). The employee may also report such cases to 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, they may be represented by CSEA or any eligible representative of their own choosing, other than another employee organization, whether or not that representative is an employee of SCOE.

ARTICLE V **MEMBERSHIP DUES**

5.01 Membership Dues

- A. CSEA shall provide employer with a certified list of those employees who have authorized membership dues deductions from their salary.
- B. It is the mutual intention of the parties that the provisions of this article protect the rights of individual employees and CSEA's right to represent the interests of unit members.
- C. CSEA has the sole and exclusive right to have employee organization membership dues deducted by the employees in the bargaining unit.
- D. After notification from CSEA of the employees who have elected membership, the employer shall deduct, in accordance with the CSEA dues schedule, state and chapter dues, from the wages of all employees who elect to be members of CSEA. The employer shall, without charge, pay to CSEA within fifteen (15) days of the deduction, all sums so deducted.
- E. If any member of CSEA indicates their intention to revoke their membership status, the employer shall immediately refer the member to CSEA and CSEA will be responsible for processing these requests. SCOE will rely on information provided by CSEA regarding dues payroll deductions.
- F. CSEA agrees to indemnify and hold the employer harmless in any action taken to implement the terms of this agreement, and for any claims by employees for deductions made in reliance on CSEA's notification to employer or information that CSEA provides to employer regarding employee payroll deductions.

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 their 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 Chief Administrator, Human Resources or 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 their 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 designee shall have the sole authority to access sealed files after notifying the affected employee and their 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 their 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 employee's 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 they feel 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 website 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 worksite 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 their immediate supervisor and the Deputy Superintendent, Support Services, or their designee, of any use of release time. The CSEA representative shall also identify this use of paid time on their regular time sheet.
3. Upon entering another work location, the CSEA representative shall identify themselves, 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 their 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 28.02.)

F. CSEA president and/or their 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 their designee.

7.06 Employee Orientations

A. County Office Notice to CSEA of New Hires

The County Office shall provide CSEA notice of any newly hired classified employee into a bargaining unit position, within seven (7) school business days of date of hire, via an electronic mail. Notification shall include the following information: full legal name, date of hire/start date, classification, and site.

B. Employee Information

1. “Newly hired employee” or “new hire” means any classified employee, whether permanent, full-time, part-time, and hired by the County Office into a bargaining unit position. It also includes all employees who are or have been previously employed by the County Office and whose current position has placed them in the bargaining unit represented by CSEA.
2. The County Office shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable format on the last working day of the month in which they were hired. This contract information shall include the following items:
 - i. Full Legal name;
 - ii. Job Title;
 - iii. Department;
 - iv. Primary worksite name;
 - v. Work telephone number;
 - vi. Home street address (including apartment #);
 - vii. City;
 - viii. State;
 - ix. ZIP code (5 or 9 digits);
 - x. Home telephone number (10 digits);
 - xi. Personal cellular telephone number (10 digits);
 - xii. Personal email address of the employee;
 - xiii. Hire date.
3. Periodic Update of Contact Information: The County Office shall provide CSEA with a list of all bargaining unit members’ names and contact information on the last working day of September, January, and

May. The information will be provided to CSEA electronically via a mutually agreeable format. This contact information shall also include the following information.

- i. Full Legal Name;
- ii. Job Title;
- iii. Department;
- iv. Primary worksite name;
- v. Work telephone number;
- vi. Home street address (including apartment #);
- vii. City;
- viii. State;
- ix. ZIP code (5-or 9 digits);
- x. Home telephone number (10 digits);
- xi. Personal cellular telephone number (10 digits);
- xii. Hire date.

4. SCOE shall not be required to provide an employee's home address, home telephone number, personal cellular telephone number, or personal email address to CSEA if the employee does not provide that information to SCOE or has made a written request to limit such disclosure pursuant to Government Code section 6254.3 or otherwise has designated confidential information pursuant to Government Code section 6207.

C. New Employee Orientation

1. To ensure compliance with AB 119 regarding new employee orientations, the County Office and CSEA agree to the following procedure:
 - a. The County Office shall provide a mandatory orientation session for new employees once a month. Employees will be granted paid release time for the orientation session.
 - b. CSEA shall be provided with up to thirty (30) minutes during the monthly orientation sessions to meet with new employees. A CSEA representative, designated by the CSEA Chapter President, shall be given release time to make the presentation.

- c. If travel is required to conduct the CSEA orientation session, travel time shall also be on paid release time and shall not count towards the thirty (30) minute CSEA orientation session with the new hire.
- d. The CSEA Labor Relations Representative may also attend the orientation.
- e. The County Office shall include a CSEA membership application and a CSEA provided link for an electronic application and a link to the collective bargaining agreement, in any employee orientation packet of County Office materials provided to any newly hired employee during the pre-employment onboarding process. CSEA shall provide the copies of the CSEA membership applications to the County Office for Distribution.
- f. The orientation session shall be held on County Office property during the workday of the employee(s), who shall be on paid time.
- g. During CSEA's portion of the orientation session, no County Office manager or supervisor or non-unit employee shall be present, unless requested by CSEA.

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 their 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 their 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 their 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 their decision in writing to the grievant and their 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, they may appeal the decision in writing within ten (10) work days to the Superintendent.
- B. The Superintendent or their designee shall investigate the grievance as fully as they deems necessary, and shall provide for a conference with the grievant, who shall continue to have their right of representation.

The Superintendent or their 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 their 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 (5) arbitrators; each party shall strike two (2) 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 their 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, they 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 their 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 their 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 Chief Administrator, Human Resources or designee. The decision of the Chief Administrator, Human Resources or designee 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 their working a "flexible hours" schedule.

5. If a request for a flexible work schedule is discontinued, the employee may appeal the decision to the Chief Administrator, Human Resources or designee.

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 their 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 their supervisor, shall have their 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 Chief Administrator, Human Resources. 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

Subject to the August 24, 2020, Memorandum of Understanding, SCOE and CSEA will reopen the subject of telecommuting in 2021-2022.

ARTICLE XI CALENDARS

11.01 Calendars

The calendars for the next school year (including summer school / extended 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. SCOE agrees to increase the salary schedule as follows:
 1. 2023-2024 School Year: Effective July 1, 2023, the following increases shall be made to the salary schedule:
 - A. Ranges 9 through 19 shall be increased by ten (10) percent across all steps.
 - B. Range 20 shall be increased by seven and one-half (7.5) percent across all steps.
 - C. Ranges 21 through 27 shall be increased by five (5) percent across all steps.
 - D. Range 28 shall be increased by two and one-half (2.5) percent across all steps.
 - E. Following the foregoing adjustments, the salary schedule will be increased by an additional eight (8) percent, with a three (3) percent one-time, off-schedule payment within two (2) pay periods following ratification, based on base-pay plus longevity based on the salary

following the eight (8) percent increase.

2. 2024-2025 School Year: Effective July 1, 2024, the salary schedule will be increased by an additional four (4) percent.

- 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 the first business day of January.

12.04 Longevity

An employee covered under this Agreement shall be granted a three and one half (3.5) percent increase to the base monthly rate after ten (10) years of continuous service, to be applied prospectively effective 7/1/2024 and an additional two and one-half (2.5) percent 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 they are employed.

In applying this section, it is the intent of the parties that subsequent longevity increases shall be applied to the base salary and any previously granted longevity increases. Specifically, the following table is an illustration only (and does not imply a cap):

10 to 15 years – Base Salary x 1.035

15 to 20 years – Base Salary x 1.035 x 1.025

20 to 25 years – Base Salary x 1.035 x 1.025 x 1.025

25 to 30 years – Base Salary x 1.0235 x 1.025 x 1.025 x 1.025

30 to 35 years – Base Salary x 1.035 x 1.025 x 1.025 x 1.025 x 1.025

35 to 40 years – Base Salary x 1.035 x 1.025 x 1.025 x 1.025 x 1.025 x 1.025

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 subsection, 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 they formerly occupied, they 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, except that no employee shall be entitled to receive a monthly salary that is higher than step F of the salary range of the classification to which they have been promoted. 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 they 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 they 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 their 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 their 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 their classification except as provided in this section.
- B. No employee shall be assigned the duties of a position other than their 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 they are assigned in their regular classification.

C. An employee assigned duties not a part of their classification shall have their salary adjusted upward for the entire period they are 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 their 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 Chief Administrator, Human Resources.
- 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 (60) consecutive work days, which may include up to five (5) vacation days, shall be entitled to an incentive increase of one dollar (\$1.00) per hour for each hour worked during the sixty (60) day period. Holidays and

jury duty are not included in this calculation nor are vacation days over five (5) days in the sixty (60) day period.

12.17 Stipend

- A. When a regularly assigned classroom staff 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 a ten dollar and twenty-five cents (\$10.25) 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 the 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 will contact the Executive Director. If the issues remain unsolved, they may contact the Chief Administrator, Human Resources 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.

12.19 Early Retirement Notification

To allow for more competitive recruitment and replacement of retiring employees, SCOE agrees to provide a one-thousand-dollar (\$1,000.00) early-notice incentive for those classified employees who provide SCOE with at least three (3) months' written notification prior to their retirement date (to be paid in the final check to the employee). Eligibility requires confirmation of retirement under the CalPERS/CalSTRS system.

12.20 Educational Stipend

A classified employee who holds a bachelor's degree or higher shall receive one annual stipend of five hundred dollars (\$500.00). To be eligible to receive this stipend, classified employees earning a degree must submit transcripts from an accredited university to the Personnel Department by October 1 and must be currently employed with SCOE. The stipend shall be paid on the end of the month paycheck each July.

12.21 Classified School Employee Summer Assistance Program (CSESAP)

The SCOE agrees to participate in the CSESAP in fiscal years where the State allocates an appropriation of funds in the annual Budget Act or another statute (Education Code §45500). In participating years, SCOE shall extend this benefit option to the bargaining unit. See Exhibit F for specifications.

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 their immediate supervisor for consideration. If approved, the immediate supervisor will return the list with their signature.
- D. Employees will be reimbursed the amount of their deductible, up to five hundred dollars (\$500.00), 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 non-claimable personal miles. The employee shall pay for all automotive operating expenses.
- B. Mileage claims will begin and end from the employee's primary worksite.

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 their 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 their 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 and lodging shall not exceed the amount established by IRC (Internal Revenue Code) 119 and rates reflected in the Federal Travel Regulation (Title 41 Section 301-11.18).

13.08 Uniforms for Maintenance Custodial Personnel

Maintenance/Custodial/Grounds

- A. SCOE shall provide and replace required protective rain gear as necessary.
- B. SCOE will provide eleven (11) uniform shirts per new employee for use in performing their job duties. Non-serviceable shirts will be replaced by SCOE upon notification and surrender of non-serviceable uniforms. Employees are expected to be dressed in uniform at the start of their work day.
- C. SCOE shall provide the following classifications with appropriate work shoes.
 - 1. Maintenance Worker
 - 2. Landscaper
 - 3. Custodian
 - 4. Groundskeeper

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. 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 (\$1,200.00) 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.

1. SCOE healthcare contributions toward medical, dental, and vision benefits, shall increase above current amounts to the following levels effective July 1, 2023 (monthly):
 - a. Employee: + \$100 to equal \$860.17
 - b. 2 Party: + \$350 to equal \$1,485.17
 - c. Family: + \$500 to equal \$1,635.17
2. There will not be any reimbursement if SCOE benefits contributions exceeds cost of benefits. For example, if the employee's chosen healthcare plan costs less than SCOE's contribution, the employee can apply the excess contribution toward dental or vision benefits; there will be no cash back to the employee.

- 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 (\$20,000.00) 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 (\$61.00) 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)

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, they are entitled to the return of the amounts they 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)
Juneteenth
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 their 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 accrual limits, shall be cashed out at the end of the fiscal year unless the employee elects to donate the excess vacation to the Catastrophic Leave Bank (Article XVII, Section 17.18).
- 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 their 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 their 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.
- D. Sly Park Kitchen Staff: Sly Park kitchen staff on a 244-day work calendar shall take eleven (11) of their vacation days when clients are not present and/or as determined by the Director.

Each fiscal year, such employees shall have the option to schedule their remaining days of accrued vacation on days of their own choosing, contingent upon Director approval.

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.

On such paid leave, the benefits provided by Articles XIV, XV and XVI shall continue to accrue.

- B. 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 Chief Administrator, Human Resources or designee 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 their immediate family, as defined in Article III, Section 3.02 of this collective bargaining agreement. Bereavement leave may also be used for miscarriage or stillbirth.

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 their 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 their 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 their 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 their 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 their 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 they are 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. Upon employee separation from SCOE service, sick leave which has been credited shall be repaid by deduction from final salary.
- 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 their 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 their 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 17.18.)
- 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 their 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 their 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 their 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. 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 their former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in their former class, they 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 they were 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 their former status and time basis, and in assignment areas in which

the employee has made themselves 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 their basic daily assignment. An employee who is not permanent shall have their 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 their 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 their 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 to them for any month in which the absence occurs shall not exceed fifty percent (50%) of their 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 their 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 their 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 they have 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 their pregnancy as their 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 Unpaid 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 their 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 their 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 XXI, Section 21.07 of this contract.

17.15 Paid Parent/Child Bonding Leave

SCOE shall comply with current law regarding Parent/Child Bonding Leave.

- A. After Pregnancy Disability Leave has concluded, classified employees may elect parental leave for baby bonding for the birth, adoption, or foster placement of a child for up to twelve (12) weeks without a doctor's note. A classified employee request for parental leave shall be submitted no later than four (4) weeks before the leave is to begin. To be eligible for parental leave, a classified employee must have worked for SCOE for at least twelve (12) months. This leave is available for either parent.
- B. While absent from work on parental leave, classified employees shall be entitled to up to twelve (12) weeks for paid leave as follows: While on parental leave, accumulated sick leave shall be used. When accumulated sick has been exhausted, classified employees shall be paid no less than fifty percent (50%) of their regular salary.

- C. Non-paid days during SCOE program closures are not included in the twelve (12) weeks. If the program year ends before the twelve (12) week period ends, the remainder of parental leave may be taken in the following program year.
- D. Only one twelve (12) week period of parental leave per birth, adoption, or foster placement may be taken. Parental leave runs concurrently with California Family Rights Act leave (up to 12 weeks unpaid). Medical benefits remain in force during parental leave.

17.16 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 their 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 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 their 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.

17.18 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 their 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 they have exhausted all of their 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 their 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 (5) 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.

17.19 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.

17.20 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 their term in office.
- B. The classified employee on leave shall notify the Personnel office of their intended return no later than six (6) months prior to the date of their return.

17.21 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 their 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.
- B. Prior to implementing an involuntary transfer at a site where there is more than one member in the classification requiring a transfer, SCOE shall consider volunteers.

If no volunteers are available, the screening process will consist of the qualifications, recent training, and related experience of applicant as defined below:

- a. Substitute and / or employee experience in the program.
- b. Appropriate certifications.
- c. Training applicable to the position.
- d. Other experience or qualifications relevant to program.

If all the above are equal, least seniority in the classification will be the determining factor.

- C. The employee's current 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 Chief Administrator, Human Resources. Except when there are extenuating conditions requiring urgent attention, or when SCOE and the employee mutually agree, 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.
- D. SCOE or any of its designated representatives shall not direct any involuntary job-site transfer for punitive reasons.

18.02 Voluntary Transfer

- A. The Personnel Department will post the transfer job announcement on the SCOE intranet at each job site for a period of five (5) work days. Permanent employees wishing to transfer to the new program/job site shall file a written transfer request prior to the closing date stated on the announcement.
- B. 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.
- C. Voluntary transfers will be implemented based on the needs and efficient operation of SCOE as determined by the Unit member's suitability for the position, compliance with the Personnel Commission's rules, and the quality and length of SCOE service of the Unit member. Should all factors be equal, the transfer shall be granted to the applicant with the longest continual SCOE service in the classification.

In screening for qualifications and suitability associated with voluntary transfer requests, SCOE shall base their decision on the following:

- 1) The qualifications, recent training, and related experience of applicant as defined below:
 - a. Substitute and/or employee experience in the program.
 - b. Appropriate certifications.
 - c. Training applicable to the position.
 - d. Other experience or qualifications relevant to the program.
- 2) The past two (2) evaluations of the applicant so long as the evaluation(s) occurred within the past three (3) years. This section shall not apply if no evaluation has occurred in the past three (3) years.
- 3) If all of the above are equal, seniority in the classification will be the determining factor.

D. 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.

E. 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 vacancies and examinations within the unit shall be posted for a period of fifteen (15) work days. Such notices shall be sent via a notification and posted on the SCOE intranet.
- B. 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.

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 Chief Administrator, Human Resources or designee, 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, and Para-educators.

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 their 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 their immediate supervisor at least forty-eight (48) hours in advance.

19.05 Promotion and Probationary Period

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted.

[To incorporate new law: Amended by Stats. 2022, Ch. 150, Sec. 1. (SB 874)
Effective January 1, 2023.]

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 Chief Administrator, Human Resources or designee, 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.
 1. Consistent with Education Code section 45117, employees affected by layoffs shall be given notice no later than March 15 that the employee's services will not be required for the ensuing year due to lack of work or lack of funds.
 2. A classified employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice, on or before a date specified in the layoff notice to the employee, which shall not be less than seven days after the date on which the notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. The layoff notice provided to

the employee shall advise the employee of the provisions of this section.

3. Notwithstanding sections 21.03 (A) (1) and (2) above, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and the information described in section 21.03 (A) (4). below.
4. Notices of layoff shall contain a statement of the effective date of layoff, the employee's displacement rights (if any), and the employee's re-employment rights (if any). A copy of the notice shall be concurrently sent by email to the President of CSEA local chapter or designee with a list of the employees to whom sent.

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 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 they are 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 their classification for lack of work or lack of funds and after exercising their 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 their 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.

21.06 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 they are eligible. The notice shall be in writing to the employee.

D. In lieu of written notice, SCOE may elect to give notice by telephone or in person. If the position is refused, SCOE will confirm such refusal in writing 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 moved to the bottom of the reemployment list.

F. Within seven (7) calendar days of written 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 they were laid off or to the same classification but with fewer hours shall not affect their original thirty-nine (39)

month rights to reemployment in their former classification and with the same number of hours. Subject to section 21.07 (E) above, an employee given an offer of reemployment does not need to accept reemployment to maintain their eligibility on the reemployment list provided the employee notifies SCOE of their refusal of reemployment within ten (10) calendar days from receipt of the reemployment offer. If the employee accepts reemployment, they 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.

21.07 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.

21.08 Sick Leave Hours

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

21.09 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.

21.10 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.
- B. An employee may report any condition they believe to be unsafe or unhealthy to their immediate supervisor, the Personnel Officer, or a CSEA Representative. The employee shall state whether they believe 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 (3) members appointed by SCOE and up to three (3) 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 their 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 worksite 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 worksite for the duration of the workday, the decision as to an appropriate alternative worksite 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 seven (7) days 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 contracted services, they shall have the right to immediately schedule a meeting with the Deputy Superintendent or designee, to resolve the situation. If concerns are not adequately remedied at that level, CSEA shall have the right to meet with the County Superintendent or demand to negotiate 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 **EMPLOYMENT AFTER RETIREMENT**

25.01 Substitute in Same Classification

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

ARTICLE XXVI **SHARED DECISION-MAKING**

26.01 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.

26.02 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 worksites.

26.03 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.

26.04 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 XXVII

NEGOTIATION PROCEDURES

27.01 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, 2026. 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.

27.02 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.

27.03 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 XXVIII

DURATION

28.01 Term

This new agreement between CSEA and SCOE shall remain in effect from July 1, 2023, through June 30, 2026.

28.02 Reopeners

In 2024 – 2025, either party may reopen negotiations on up to three (3) non-economic items chosen by each party. In 2025 – 2026, negotiations shall be reopened on Articles XII (Pay and Allowances) and XIV (Health and Welfare Benefits) plus up to two (2) non-economic items each chosen by each party.

ARTICLE XXIX

APPLICATION

29.01 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.

29.02 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 XXX

CONCERTED ACTIVITIES

30.01 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.

30.02 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.

30.03 No Lockout

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

ARTICLE XXXI

SAVINGS

31.01 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.

31.02 Renegotiation

In the event of invalidation as stated in 31.01 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: _____

For CSEA:

Tara Degg, President
California School Employees Association
Chapter 480

Date: _____

EXHIBIT A

SACRAMENTO COUNTY OFFICE OF EDUCATION
Classified Performance Evaluation Rubric

STANDARD I – Work Habits	
Standard Component	Meets Standards
a. Attends work regularly and observes assigned work hours.	<ul style="list-style-type: none"> Attendance patterns fall within expected norms. Arrives at work on time and ready to be productive with expected regularity. Punctual Follows assigned work schedule.
b. Maintains work area and equipment	<ul style="list-style-type: none"> Keeps work equipment clean and in good operating condition. Keeps work area clutter to a minimum. Reports issues with equipment in a timely manner.
c. Follows rules, policies, and safety procedures	<ul style="list-style-type: none"> Performs job assignments safely, protecting people and property.
d. Supports program/department goals	<ul style="list-style-type: none"> Demonstrates through words and actions a positive commitment to the program/department. Actively supports a positive culture.
e. Appropriate attire and hygiene for assignment	<ul style="list-style-type: none"> Clothing is clean and in good condition without tears and visible holes. Free of offensive or strong odors. Wears clothing appropriate to the program/department.
STANDARD II – Work Performance	
a. Demonstrates knowledge and scope of position	<ul style="list-style-type: none"> Employee demonstrates a thorough understanding of their duties and responsibilities with appropriate level of direction. Possesses skills to perform job function.
b. Displays job related judgment skills	<ul style="list-style-type: none"> Consistently makes good choices when completing tasks. Always works in a safe manner. Demonstrates the ability to prioritize their work. Has the ability to know when to seek assistance. Comfortable with asking for direction.
c. Complies with procedures	<ul style="list-style-type: none"> Follows rules and steps. Understands the importance of following directions from supervisor.
d. Completes accurate, neat, and professional work	<ul style="list-style-type: none"> Places a high priority on accuracy and thoroughness. Work quality meets recognized standards.
e. Maintains skill level	<ul style="list-style-type: none"> Actively pursues training opportunities. Uses the most current technology available to them. Consistently follows changes to rules and regulations that apply to their job function.

Collective Bargaining Agreement – CSEA/SCOE

f.	Plans, prioritizes, and organizes work to meet deadlines	<ul style="list-style-type: none"> Requires minimal supervision. Is a steady and willing worker. Demonstrates the ability to prioritize work in an efficient manner. Completes work on time with minimal revision.
g.	Works independently for position	<ul style="list-style-type: none"> Exhibits ability to perform daily tasks with little instruction.
STANDARD III – Work Relationships		
a.	Ability to work with coworkers	<ul style="list-style-type: none"> Gets along well with co-workers. Works well in a team environment. Has a professional demeanor towards co-workers and fellow SCOE employees. Ability to accept assistance with job duties when needed.
b.	Accepts supervision and direction	<ul style="list-style-type: none"> Accepts direction in a professional manner.
c.	Adapts to change	<ul style="list-style-type: none"> Demonstrates flexibility. Is able to remain productive regardless of environment.
d.	Accepts suggestions and constructive feedback	<ul style="list-style-type: none"> Possesses the ability to receive feedback and apply appropriately. Demonstrates a willingness to improve; maintains a positive attitude.
STANDARD IV – Communication		
a.	Communicates effectively in both oral and written form	<ul style="list-style-type: none"> Communicates in a clear and concise fashion. Ability to explain issues to supervisor and co-workers. Writes, speaks, and listens with skills required to perform job duties.
b.	Shares necessary information with supervisor, co-workers, members of the public and clients in an accurate and timely manner	<ul style="list-style-type: none"> Consistently passes on needed information in a professional manner.
c.	Maintains confidentiality as related to position	<ul style="list-style-type: none"> Demonstrates the ability to discern when information is sensitive or confidential.
STANDARD V – Supporting Students/Clients in Learning Environment (if applicable)		
a.	Follow lesson plans/teacher direction/classroom schedules/behavior plans	<ul style="list-style-type: none"> Accepts and follows assignments. Shows initiative and assists as needed. Assists teacher in implementing student goals.
b.	Assists with learning environment; promotes fairness/respect	<ul style="list-style-type: none"> Treats students in a respectful manner. Redirects negative behavior/reinforces appropriate behaviors
c.	Works well with students/small groups	<ul style="list-style-type: none"> Conducts one on one and small group instruction effectively. Work cooperatively with a wide variety of students. Uses effective instructional strategies with students.
d.	Maintains a controlled and safe environment for students/clients	<ul style="list-style-type: none"> Follow specific procedures in a safe manner. Uses safety procedures in working with students-clients and safe use of student equipment

SACRAMENTO COUNTY OFFICE OF EDUCATION
Classified Performance Evaluation

Name:

Type of Evaluation:

Classification:

 Probationary 3 Month 5 Month

Evaluation Period:

 Permanent Unscheduled Follow-up
1 = Meets Standards | 2 = Needs Improvement

STANDARD I – Work Habits		1	2
a.	Attends work regularly and observes assigned work hours		
b.	Maintains work area and equipment		
c.	Follows rules, policies, and safety procedures		
d.	Supports program/department goals		
e.	Appropriate attire and hygiene for assignment		

Comments:

STANDARD II – Work Performance		1	2
a.	Demonstrates knowledge and scope of position		
b.	Displays job related judgment skills		
c.	Complies with procedures		
d.	Completes accurate, neat, and professional work		
e.	Maintains skill level		
f.	Plans, prioritizes, and organizes work to meet deadlines		
g.	Works independently for position		

Comments:

STANDARD III – Work Relationships		1	2
a.	Ability to work with coworkers		
b.	Accepts supervision and direction		
c.	Adapts to change		
d.	Accepts suggestions and constructive feedback		

Comments:

STANDARD IV – Communication			1	2
a.	Communicates effectively in both oral and written form			
b.	Shares necessary information with supervisor, co-workers, members of the public and clients in an accurate and timely manner			
c.	Maintains confidentiality as related to position			

Comments:

STANDARD V – Supporting Students/Clients in Learning Environment (if applicable)			1	2
a.	Follow lesson plans/teacher direction/classroom schedules/behavior plans			
b.	Assists with learning environment; promotes fairness/respect			
c.	Works well with students/small groups			
d.	Maintains a controlled and safe environment for students/clients			

Comments:

Summary Evaluation:

<input type="checkbox"/> Meets or Exceeds Expectations	<input type="checkbox"/> Unsatisfactory (a follow-up evaluation will be conducted in the month of _____)
--	--

Commendations/Specific Recommendations:

My signature indicates this evaluation has been discussed with me but does not necessarily indicate agreement with the content. I request a conference with the reviewer.

Employee Comments:

Employee's Name

Employee's Signature

Date

Supervisor's Name

Supervisor's Signature

Date

Reviewer's Name

Reviewer's Signature

Date

EXHIBIT B

**SACRAMENTO COUNTY OFFICE OF EDUCATION
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

FORMAL GRIEVANCE STEPS

Step I – Immediate Supervisor

Within twenty (20) work days of situation:

Grievant has informal discussion of alleged violation with immediate supervisor.

Within ten (10) work days from time of informal discussion:

Grievant completes Step I formal grievance form if alleged violation is not resolved in informal discussion.

Original form is given to immediate supervisor, copy of form is given to Human Resources.

Within ten (10) work days of receipt of formal grievance Step I form:

Immediate supervisor investigates grievance and provides their decision, in writing, to the grievant, employee's representative, and Human Resources.

Step II – Superintendent Appeal

Within 10 work days of receipt of the Step I response from supervisor:

Grievant completes Step II grievance form outlining disagreement with response and additional information, if any.

Original form, with copy of Step I grievance form, are given to Superintendent, copy of form is given to Human Resources.

Within ten (10) work days of receipt of Step II grievance form:

Superintendent or designee investigates grievance and conducts conference with grievant and representative.

Superintendent or designee provides decision in writing to grievant. Response includes Superintendent's view of facts, conclusions, and decision, with copies to Human Resources.

Step III – Arbitration Appeal

Within fifteen (15) work days of receipt of Step II response from Superintendent:

CSEA completes Step III grievance statement outlining disagreement with response and additional information, if any.

Original statement, with copies of Step I and II grievance forms, are given to Superintendent, copy of form is given to Human Resources.

**SACRAMENTO COUNTY OFFICE OF EDUCATION
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

FORMAL GRIEVANCE – STEP I (IMMEDIATE SUPERVISOR)

Name of Grievant: _____ Position Title: _____

Work Location: _____ Dept.: _____

Immediate Supervisor: _____

Situation Occurred on (date/time): _____ Place: _____

Alleged Contract Violation Article: _____ Section: _____

Filing Date: _____

Statement of Facts (including names, dates, and places):

In what way have you been adversely affected?

Requested remedy:

Have you made an effort to resolve the problem informally? YES NO

Describe your efforts including conference dates and participants:

Grievant is represented by: CSEA Representative: _____
 Self
 Other: _____

Signature of Grievant

Signature of CSEA Representative

SACRAMENTO COUNTY OFFICE OF EDUCATION
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

FORMAL GRIEVANCE – STEP II (SUPERINTENDENT)
(Attach Step I Formal Grievance form)

Name of Grievant: _____ Title: _____

Filing Date: _____

Description of disagreement with Step I – Immediate Supervisor response, and additional facts, if any:

Requested remedy:

Signature of Grievant

Signature of CSEA Representative

FORMAL GRIEVANCE – STEP III (ARBITRATION)

Filing Date: _____

Description of disagreement with Step II – Superintendent response, and additional facts, if any:

Requested remedy:

Association Decision:

Appeal Approved

Appeal Denied

Signature of Grievant

Signature of CSEA Representative

EXHIBIT C

REQUEST FOR ALTERNATE WORK SCHEDULE

Employee Name: _____ Dept: _____
Job Title: _____ Supervisor: _____

Current Schedule (hours/days): _____

Alternate Work Schedule requested (check one):

- 4/40 (four ten-hour days)**
- 9/80 (eight nine-hour days, 1 eight-hour day)**
- 5/40 (flexible hours only)**

Indicate day off requested, if applicable: _____

Beginning date: _____ Ending date: _____

Beginning work hours: _____ a.m. Ending work hours: _____ p.m.

9/80 schedule – 8-hour day work hours: _____ a.m. to _____ p.m.

Is this request in conjunction with a coworker's request? If yes, employee name: _____

Comments:

Employee Signature

Date signed

[this section to be completed by supervisor]

Approved Disapproved

Reason for **not** approving request:

Supervisor Signature

Date signed

RETURN APPROVED REQUEST TO PERSONNEL DEPARTMENT

EXHIBIT D

Collective Bargaining Agreement – CSEA/SCOE

SCOE Holiday/Closure

Non-Program Days

Minimum Days

Staff Development Days

Staff Work Day

Employee Recognition Day

First Day of School/Last Day of School

Employee's Printed Name/Title:

Date: _____

Supervisor Printed Name/Title:

Date: _____

Contract Days: **260.00**

2024 – **2025**

CSEA General Calendar

Contract Days: **260.00**



July 2024 (22 Days)

August 2024 (22 Days)

September 2024 (20 Days)

October 2024 (23 Days)

November 2024 (21 Days)

December 2024 (16 Days)

January 2025 (21 Days)

February 2025 (18 Days)

March 2025 (21 Days)

April 2025 (22 Days)

May 2025 (21 Days)

June 2025 (20 Days)

Work Days: **0.00**

Work Hrs: **0.00**

EXHIBIT E

Collective Bargaining Agreement – CSEA/SCOE

Sacramento County Office of Education Classified Salary Allocation - General/Assistants Unit 2024-2025								
revised 11/27/23		Job Classification	Salary Range	Step A Hr Mo	Step B Hr Mo	Step C Hr Mo	Step D Hr Mo	Step E Hr Mo
Cafeteria Assistant	11	20.14 3,490.93	21.16 3,667.73	22.22 3,851.46	23.34 4,045.59	24.52 4,250.13	25.74 4,461.59	
Project Asst I, Youth Dev Prog	15	22.22 3,851.46	23.34 4,045.59	24.52 4,250.13	25.74 4,461.59	27.04 4,686.92	28.41 4,924.39	
Cook Office Assistant *Para-Educator *Para-Educator-SH Re-entry Assistant *Vision Educator	17	23.34 4,045.59	24.52 4,250.13	25.74 4,461.59	27.04 4,686.92	28.41 4,924.39	29.83 5,170.52	
Custodian Maint. Custodian, Sly Park	18	23.92 4,146.13	25.13 4,355.86	26.39 4,574.26	27.72 4,804.79	29.11 5,045.72	30.58 5,300.52	
*Braillist	21	24.65 4,272.66	25.91 4,491.06	27.20 4,714.66	28.56 4,950.39	30.00 5,199.99	31.51 5,461.72	
*Early Head Start Educator *Family Advocate *Infant Educator Infant Dev. Intake Specialist Lead Custodian Project Asst II, Youth Dev Prog Registrar School Secretary Staff Secretary *Spec. Educ. Tech - RSP *Spec. Educ. Tech - Workability	23	25.91 4,491.06	27.20 4,714.66	28.56 4,950.39	30.00 5,199.99	31.51 5,461.72	33.09 5,735.59	
Landscape & Grounds Maint. Wrkr. Maintenance Worker	25	27.20 4,714.66	28.56 4,950.39	30.00 5,199.99	31.51 5,461.72	33.09 5,735.59	34.77 6,026.79	
Accounting Technician Audio/Visual Support Specialist Buyer *Crt/Comm. School Trans.Spec. Job Developer Re-entry Transition Spec. SELPA Specialist Student Info Sys Specialist	26	27.89 4,834.26	29.28 5,075.19	30.75 5,329.99	32.29 5,596.92	33.91 5,877.72	35.62 6,174.12	
Lead Printing Svcs. Technician	27	28.56 4,950.39	30.00 5,199.99	31.51 5,461.72	33.09 5,735.59	34.77 6,026.79	36.51 6,328.39	
Administrative Assistant Head Cook Outdoor Ed Support Spec Personnel Tech (Credentials) Testing Specialist	29	28.68 4,971.19	30.11 5,219.06	31.63 5,482.52	33.23 5,759.86	34.90 6,049.32	36.66 6,354.39	
Lead Maintenance Worker Lead Maintenance Worker - Sly Park	30	29.39 5,094.26	30.86 5,349.06	32.41 5,617.72	34.05 5,901.99	35.76 6,198.39	37.57 6,512.12	
Sr. General Services Worker	31	30.11 5,219.06	31.63 5,482.52	33.23 5,759.86	34.90 6,049.32	36.66 6,354.39	38.51 6,675.05	
Financial Analyst Payroll Analyst Sr. Personnel Technician	32	30.86 5,349.06	32.41 5,617.72	34.05 5,901.99	35.76 6,198.39	37.57 6,512.12	39.46 6,839.72	
Senior MIS Specialist Special Education Program Tech.	35	33.23 5,759.86	34.90 6,049.32	36.66 6,354.39	38.51 6,675.05	40.44 7,009.59	42.47 7,361.45	
*Behavioral Mgmt Tech Program Analyst	36	34.05 5,901.99	35.76 6,198.39	37.57 6,512.12	39.46 6,839.72	41.44 7,182.92	43.52 7,543.45	
Senior Buyer	38	35.76 6,198.39	37.57 6,512.12	39.46 6,839.72	41.44 7,182.92	43.52 7,543.45	45.71 7,923.05	
Info Systems Tech Student Info Systems Tech *Speech Lang. Pathology Asst. Technology Support/Trainer	39	36.66 6,354.39	38.51 6,675.05	40.44 7,009.59	42.47 7,361.45	44.60 7,730.65	46.83 8,117.18	
Printing Production Specialist Senior Financial Analyst Senior Payroll Analyst * Lead Behavioral Mgmt Tech	42	39.46 6,839.72	41.44 7,182.92	43.52 7,543.45	45.71 7,923.05	48.00 8,319.98	50.41 8,737.72	

Collective Bargaining Agreement – CSEA/SCOE

Sacramento County Office of Education Classified Salary Allocation - General/Assistants Unit 2024-2025								
revised 11/27/23								
Job Classification	Salary Range	Step A Hr Mo	Step B Hr Mo	Step C Hr Mo	Step D Hr Mo	Step E Hr Mo	Step F Hr Mo	
Multi Media Design Specialist	45	42.47 7,361.45	44.60 7,730.65	46.83 8,117.18	49.21 8,529.72	51.67 8,956.12	54.30 9,411.98	
Multi Media Design Spec.-IMS Video Production Specialist								
*Early Childhood Educ. Spec.	47	44.60 7,730.65	46.83 8,117.18	49.21 8,529.72	51.67 8,956.12	54.30 9,411.98	57.02 9,883.45	
*Phys./Occup. Therapist								
Dbase Des/Software App Dev.	49	46.83 8,117.18	49.21 8,529.72	51.67 8,956.12	54.30 9,411.98	57.02 9,883.45	59.92 10,386.11	
Info Systems Analyst	50	48.00 8,319.98	50.41 8,737.72	52.96 9,179.72	55.65 9,645.98	58.46 10,133.05	61.41 10,644.38	

*Assistants Unit Classifications

Reflects a 4% increase over the 2023-2024 salary schedule.

Monthly salary rate is based on 173.333 hours per month. Longevity - 3.5% increase to the base monthly rate after ten (10) years of continuous service, to be applied effective 7/1/24 and an additional 2.5% increase each five (5) years thereafter.

Effective 7/1/24

/David W. Gordon/ December 5, 2023
David W. Gordon

EXHIBIT F

HEALTH, DENTAL & VISION RATES

2023

SACRAMENTO COUNTY OFFICE OF EDUCATION

CLASSIFIED – BENEFIT ALLOWANCE:

BENEFIT ALLOWANCE – SINGLE (Employer Contribution)	760.17*
BENEFIT ALLOWANCE – 2-PARTY OR FAMILY (Employer Contribution)	1135.17*

*The total health insurance premium includes the portion paid by SCOE (SCOE Employer Paid Benefit Allowance) plus the portion paid by the employee (Employee Cost).

2023 CLASSIFIED – COMPARE HEALTH OUT-OF-POCKET VS. ACTUAL COSTS:**

PROVIDER	SINGLE		2-PARTY		FAMILY	
	MONTHLY OUT OF POCKET	ACTUAL COST	MONTHLY OUT OF POCKET	ACTUAL COST	MONTHLY OUT OF POCKET	ACTUAL COST
ANTHEM BLUE CROSS SELECT HMO	368.66	1128.83	1122.49	2257.66	1799.79	2934.96
ANTHEM BLUE CROSS TRAD HMO	450.54	1210.71	1286.25	2421.42	2012.68	3147.85
BLUE SHIELD ACCESS+ HMO	275.04	1035.21	935.25	2070.42	1556.38	2691.55
BLUE SHIELD TRIO HMO	128.77	888.94	642.71	1777.88	1176.07	2311.24
KAISEL PERMANENTE HMO	153.57	913.74	692.31	1827.48	1240.55	2375.72
PERS GOLD PPO	65.44	825.61	516.05	1651.22	1011.42	2146.59
PERS PLATINUM PPO	439.95	1200.12	1265.07	2400.24	1985.14	3120.31
UNITED HEALTHCARE HMO	283.90	1044.07	952.97	2088.14	1579.41	2714.58
WESTERN HEALTH ADV HMO	0.00	760.17	385.17	1520.34	841.27	1976.44

2023 CLASSIFIED - DENTAL MONTHLY OUT-OF-POCKET RATES:**

	SINGLE	2-PARTY	FAMILY
PLAN A (\$1500 CAP / NO ORTHO)	48.12	91.44	136.56
PLAN B (\$2000 CAP / 50% ORTHO CHILD)	65.01	123.51	188.51
PLAN C (\$2300 CAP / 50% ORTHO ALL)	70.17	133.32	203.49

2023 CLASSIFIED - VISION MONTHLY OUT-OF-POCKET RATES:**

	SINGLE	2-PARTY	FAMILY
PLAN A	11.21	21.30	32.51
PLAN B	14.81	28.14	42.95

** Monthly rates based on 12 monthly deductions

HEALTH, DENTAL & VISION RATES**2024****SACRAMENTO COUNTY OFFICE OF EDUCATION****CLASSIFIED – BENEFIT ALLOWANCE:**

BENEFIT ALLOWANCE – SINGLE (Employer Contribution)	907.23*
BENEFIT ALLOWANCE – 2-PARTY (Employer Contribution)	1532.23*
BENEFIT ALLOWANCE – FAMILY (Employer Contribution)	1682.23*

*The total health insurance premium includes the portion paid by SCOE (SCOE Employer Paid Benefit Allowance) plus the portion paid by the employee (Employee Cost).

2024 CLASSIFIED – COMPARE HEALTH OUT-OF-POCKET VS. ACTUAL COSTS:**

PROVIDER	SINGLE		2-PARTY		FAMILY	
	MONTHLY OUT OF POCKET	ACTUAL COST	MONTHLY OUT OF POCKET	ACTUAL COST	MONTHLY OUT OF POCKET	ACTUAL COST
ANTHEM BLUE CROSS SELECT HMO	231.63	1138.86	745.49	2277.72	1278.81	2961.04
ANTHEM BLUE CROSS TRAD HMO	432.47	1339.70	1147.17	2679.40	1800.99	3483.22
BLUE SHIELD ACCESS+ HMO	169.61	1076.84	621.45	2153.68	1117.55	2799.78
BLUE SHIELD TRIO HMO	39.61	946.84	361.45	1893.68	779.55	2461.78
KAISER PERMANENTE HMO	114.18	1021.41	510.59	2042.82	973.44	2655.67
PERS GOLD PPO	7.59	914.82	297.41	1829.64	696.30	2378.53
PERS PLATINUM PPO	407.04	1314.27	1096.31	2628.54	1734.87	3417.10
UNITED HEALTHCARE HMO	183.90	1091.13	650.03	2182.26	1154.71	2836.94
WESTERN HEALTH ADV HMO	0.00	807.23	82.23	1614.46	416.57	2098.80

2024 CLASSIFIED - DENTAL MONTHLY OUT-OF-POCKET RATES:**

	SINGLE	2-PARTY	FAMILY
PLAN A (\$1500 CAP / NO ORTHO)	48.12	91.44	136.56
PLAN B (\$2000 CAP / 50% ORTHO CHILD)	65.01	123.51	188.51
PLAN C (\$2300 CAP / 50% ORTHO ALL)	70.17	133.32	203.49

2024 CLASSIFIED - VISION MONTHLY OUT-OF-POCKET RATES:**

	SINGLE	2-PARTY	FAMILY
PLAN A	11.21	21.30	32.51
PLAN B	14.81	28.14	42.95

** Monthly rates based on 12 monthly deductions*

Rev. January 2, 2024

EXHIBIT F-2

Classified School Employee Summer Assistance Program (CSESAP)

1. Prior to January 1 during a fiscal year in which moneys are appropriated, SCOE and CSEA agree to send a joint notification informing Classified Employees of the SCOE's intent to participate in the CSESAP;
2. The notification shall outline the eligibility requirements of the CSESAP and the recommended payment option.
3. SCOE agrees to follow all timelines as established by the California Department of Education.

A. Eligibility for the program:

1. Classified employees must work in assignments of 11 months or less out of a 12-month period;
2. Any hours worked outside the regular assignment shall be excluded in determining total months employed;
3. Classified employees must have worked for the SCOE for one year as of March 1 during a fiscal year in which moneys are appropriated;
4. Classified employees' regular annual pay must not be more than \$62,400.00 (excluding any additional pay earned during summer recess in the previous fiscal year).

B. Withholdings:

1. Participating classified employees may elect to withhold an amount not to exceed 10% of their regular monthly pay during the applicable school year.
2. No later than 30 days after the start of school instruction for the applicable school year an employee may withdraw their election to participate in the program, or (2) reduce the amount to be withheld from their pay.
3. If an employee separates from employment during the applicable school year, the employee shall be paid any monies withheld from their paycheck pursuant to this program; however, the employee shall not be entitled to receive any state matching funds.
4. A classified employee, due to economic or personal hardship, may request any pay withheld from the paycheck; however, the employee shall not be entitled to receive any state matching funds.

C. State matching funds:

1. If the CDE matching funds are prorated; employees shall only be entitled to the matching funds as provided by the CDE.
2. Employees shall receive payment of the amounts withheld plus the amount apportioned by the CDE in either one or two payments.

3. If an employee elects to receive one payment, it shall be paid at the end of month July payroll of the succeeding fiscal year.
4. If an employee elects to receive two payments, the matching funds and the amounts withheld shall be paid at the end of the summer recess period on a supplemental check.

D. Disclaimer:

1. Participation in the CSESAP is contingent upon an appropriation of funds in the annual Budget Act or another statute (Education Code §45500). In fiscal years where the State has elected to discontinue funding for the CSESAP, SCOE will have no obligation to continue offering this benefit. Participation in the CSESAP will be offered solely in fiscal years where the State has made an appropriation of funds in the annual Budget Act or another statute (Education Code §45500(o)(2)) into the CSESAP.