



MONTEREY COUNTY OFFICE OF EDUCATION

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #35

Agreement

2021-2024



AFL-CIO

TABLE OF CONTENTS

PREAMBLE

ARTICLE 1	Recognition	4
ARTICLE 2	Discrimination	4
ARTICLE 3	Organizational Security	5
ARTICLE 4	Employee Rights	5
ARTICLE 5	Organizational Rights	6
ARTICLE 6	Representatives	8
ARTICLE 7	Definitions	9
ARTICLE 8	Hours and Overtime	13
ARTICLE 9	Pay and Allowances	21
ARTICLE 10	Employee Expenses and Materials	33
ARTICLE 11	Health and Welfare Benefits Coverage	35
ARTICLE 12	Holidays	41
ARTICLE 13	Vacation Plan	42
ARTICLE 14	Leaves	44
ARTICLE 15	Hiring	55
ARTICLE 16	Transfer/Promotion/Other Changes in Classification Procedures	56
ARTICLE 17	Layoff, Seniority, and Bumping Rights	61
ARTICLE 18	Grievance Procedures	69
ARTICLE 19	Transportation	74
ARTICLE 20	Safety	88
ARTICLE 21	Professional Growth	89
ARTICLE 22	Evaluation Procedures	93

ARTICLE 23	Disciplinary Procedures and Due Process	94
ARTICLE 24	Substance Abuse Intervention Procedures	101
ARTICLE 25	Negotiations	102
ARTICLE 26	Severability	103
ARTICLE 27	Duration and Re-openers	103

APPENDICES

APPENDIX A	Bargaining Unit Classifications	104
APPENDIX B	MCOE Class/Groups Families	107
APPENDIX C	Salary Schedule - MCOE	108
APPENDIX C-1	Salary Schedule – Early Learning Program	109
APPENDIX D	Holiday Schedule - Annual	110
APPENDIX E	Classification and Compensation Comparability Study and Procedures	111
APPENDIX F	Paraeducator III: Reclassification	115
APPENDIX G	Catastrophic Sick Leave Request Form	117
APPENDIX H	Catastrophic Sick Leave Donation Form	118
APPENDIX I	Classified Performance Evaluation	119
APPENDIX J	Grievance Forms	125
APPENDIX K	Professional Growth Application	129
APPENDIX L	Out of Class Authorization Form	131
APPENDIX M	Notice of Additional Duties Form	132
APPENDIX N	Bilingual: Examples of Tasks	133
APPENDIX O	CSEA Bilingual Incentive Eligible Positions	134

**MONTEREY COUNTY OFFICE OF EDUCATION
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #35**

AGREEMENT

July 1, 2021 through June 30, 2024

PREAMBLE

This agreement is entered into on this July 1, 2021, by and between the Superintendent of Schools, Monterey County, hereinafter referred to as the Monterey County Office of Education or MCOE and Chapter #35, of the California School Employees Association (CSEA).

**ARTICLE 1
RECOGNITION**

- 1.1 ACKNOWLEDGMENT:** MCOE hereby acknowledges that CSEA, Chapter #35, is the exclusive bargaining representative for all classified positions in the bargaining unit excluding management, supervisory and confidential positions. Current MCOE classifications covered by the terms of this Agreement are listed in Appendix A (MCOE and Early Learning Program (Head Start)). MCOE will consult with CSEA, Chapter #35 prior to excluding a newly created position from the bargaining unit. Disputed cases will be submitted to PERB for resolution and will not be processed as a grievance.
- 1.2** MCOE hereby acknowledges that as of November 22, 2005 the Migrant Education Even Start (MEES) Employees are represented by CSEA Chapter #35 as members in permanent status of the bargaining unit and are entitled to all terms and conditions of the collective bargaining agreement excluding health and welfare benefits. See Appendix A.

**ARTICLE 2
DISCRIMINATION**

- 2.1 DISCRIMINATION PROHIBITED:** No employee will be appointed, reduced, or removed, or in any way favored or discriminated against because of their political opinions or affiliations, or because of race, national origin, religion, sexual orientation or marital status and, to the extent prohibited by law, no person will be discriminated against because of age, sex, or physical handicap. No person will be discriminated because of their CSEA activities.
- 2.2 NO DISCRIMINATION ON ACCOUNT OF CHAPTER #35 CSEA ACTIVITY:** Neither MCOE nor CSEA, Chapter #35, will interfere with, intimidate, restrain, coerce, or discriminate against employees who may or may not be members of the union

**ARTICLE 3
ORGANIZATIONAL SECURITY**

- 3.1** California School Employees' Association Chapter#35 (CSEA) shall have the sole and exclusive right to payroll deductions for regular membership dues. MCOE shall deduct dues in accordance with the current CSEA dues schedule which CSEA shall provide to MCOE and in compliance with this Article. MCOE shall pay CSEA, within fifteen (15) days of deduction, all sums so deducted. MCOE shall provide a listing of bargaining unit employees and dues deductions along with the payment. CSEA shall notify MCOE of all employees when they become members of CSEA and are subject to dues deductions.
- 3.2** MCOE shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.
- 3.3** Membership Status and Information: MCOE shall distribute a CSEA supplied membership packet to new hires and will receive returned membership applications for collection by CSEA. MCOE shall refer all employee questions about CSEA membership or dues to the CSEA Labor Relations Representative. MCOE shall take reasonable steps to safeguard the privacy of bargaining unit members' personal information, including but not limited to Social Security numbers, personal addresses and personal phone numbers.
- 3.4** CSEA agrees to reimburse MCOE, its officers and agents for reasonable attorney's fees and legal costs incurred in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or MCOE's compliance with this Article. MCOE shall notify CSEA's Field Director within ten (10) working days of any claim made regarding dues authorization under this Article.
- 3.5** CSEA agrees to reimburse MCOE, its officers or agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality or compliance with the organizational security provisions of this Agreement providing MCOE has given CSEA notice.
- 3.6** CSEA shall have the exclusive right to decide and determine whether any such Action shall be compromised, resisted, defended, tried or appealed.

**ARTICLE 4
EMPLOYEE RIGHTS**

4.1 PERSONNEL FILES:

- 4.1.1** The personnel file of each employee will be maintained at MCOE Human Resources office.

- 4.1.2** Employees will be provided copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employees will have the opportunity to initial and date the material and to prepare a written response to such material. The written response will be attached to the material.
- 4.1.3** Employees have a right to a reasonable time, without loss of pay, to examine and/or obtain copies of any material from their personnel file.
- 4.1.4** All personnel files will be kept in confidence and will be available for inspection by the immediate supervisor, the Human Resources Department, CSEA representative, when authorized by the employee; and other employees authorized by MCOE when necessary for the proper administration of MCOE and CSEA affairs or the supervision of the employee. Other MCOE employees wishing to inspect employees' personnel file will be required to obtain written approval from the employee prior to inspection and to leave written indication of the individual doing the inspection and the date.
- 4.1.5** Any person who places written materials or drafts written materials for placement in the employee's file shall sign and date it.
- 4.1.6** An employee may file a request with the Chief Human Resources Officer department to review adverse/derogatory materials placed in the employee's personnel file.

The materials shall be reviewed by the Chief Human Resources Officer, a CSEA representative, and the employee. If CSEA and MCOE agree that the material is adverse/derogatory and should not have been placed in the file, the inappropriate material shall be removed from the personnel file and destroyed.

**ARTICLE 5
ORGANIZATIONAL RIGHTS**

- 5.1** CSEA, Chapter #35, shall have the following rights in addition to the rights contained in any other portion of this Agreement:
 - 5.1.1** The right of access, at reasonable times, to areas in which employees works. Such access will not interfere with assigned duties of the employees. (12/22)
 - 5.1.2** The right to use, without charge, institutional bulletin boards, mailboxes and the use of MCOE internal mail system, and other MCOE means of communication for the posting or transmission of information or notices concerning CSEA, Chapter #35, matters.
 - 5.1.3** The right to use, without charge, facilities, buildings and equipment at a reasonable time. CSEA shall pay for copier charges at the same rate as other MCOE departments.

- 5.1.4** CSEA shall have the right to review employees' personnel file and any other records dealing with employees when the employee is present or provides a verbal authorization and is followed by a written confirmation signed by that employee.
- 5.1.5** The right to be supplied with a complete "hire date" seniority roster of all employees on the effective date of this Agreement and upon requests thereafter. The roster shall include the employee's present classification and primary job site.
- 5.1.6** Right to receive Board agendas and all non-confidential supporting material at least 48 hours in advance of the Board meeting. It is agreed that this Board material shall be available on the Friday preceding the Wednesday Board meeting.
- 5.1.7** MCOE shall post this collective bargaining agreement on its website. (12/22)
- 5.1.8** MCOE shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, saving bonds, charitable donations, or other plans or programs jointly approved by CSEA and MCOE. MCOE will pay to the designated payee within fifteen (15) working days of the deduction all sums so deducted. .
- 5.1.9** The CSEA Chapter President/Designee shall be notified of all interviews for classified bargaining unit positions. CSEA may appoint a representative to participate on each panel for bargaining unit positions. MCOE shall provide CSEA with notice no less than two work days prior to the scheduled interview unless otherwise agreed upon by CSEA. Nothing in this section shall preclude MCOE from appointing additional classified employees to any interview panel. (12/22)

5.2 RELEASE TIME :

- 5.2.1** Negotiations/Committees: Reasonable paid release time for CSEA's negotiating team members to prepare for and conduct negotiations and for employees to participate in committees and studies mutually approved by MCOE and CSEA. (12/22)
- 5.2.2 CSEA Annual Conference:**
 - 5.2.2.1** Paid release time shall be provided to not more than five (5) bargaining unit members to attend the CSEA annual conference. (12/22)
 - 5.2.2.2** This right of release time shall include no more than five (5) days per delegate. (12/22)
- 5.2.3 CSEA Officers and Authorized Representatives Release :**
 - 5.2.3.1** In addition to all other paid release time, the CSEA chapter president or

their designee shall be allowed paid release time to attend all public sessions of the Monterey County Board of Education that take place during the regular paid work shift of the CSEA representative attending such meetings.

5.2.3.2 The Chapter President, or designee, shall be released with no loss of pay, up to twenty (20) hours per month for site visits, preparation for discipline, Interactive Process Meetings (IPM), grievances and other MCOE initiated meetings, tie-breaker meetings, assignment selection meetings. (12/22)

5.2.3.3 The Chapter President/Designee shall be released, with no loss in pay, to attend full board, executive board, and/or committee meetings of the bargaining unit's health and welfare benefit provider.

5.2.3.4 CSEA will provide the Human Resource Office with a list of authorized CSEA representatives at least once a year, no later than January 15. CSEA will notify the Human Resource Office whenever there are changes in authorized CSEA representatives.

Nothing in this section infers MCOE has the right to appoint a CSEA representative to participate in any meeting to which CSEA is entitled to have a representative. (12/22)

5.2.3.5 CSEA Officers and CSEA authorized representatives shall notify their supervisor at least forty-eight (48) hours in advance of the need for such leave, if possible, and enter their absence in the absence management system. (12/22)

5.2.4 CSEA State Officers/Committee Members: Reasonable paid release time shall be granted to any CSEA member who is elected/appointed to a CSEA state office or committee. This release time shall extend to required monthly meetings, special meetings, conferences, and trainings. The officer/committee member shall notify their immediate supervisor as soon as practicable prior to each event.

5.2.5 In addition to the release time provided herein, MCOE shall provide reasonable release time for classified employees upon CSEA's request, as long as CSEA provides 48-hours advance notice and pays all the costs associated with granting the release time. These requests shall be initiated by the CSEA Field Office. In the event that such release time causes hardship to the daily operations of an MCOE department, the request may be denied. (12/22)

**ARTICLE 6
REPRESENTATIVES**

- 6.1 PURPOSE:** MCOE recognizes the need and affirms the right of Chapter #35, CSEA, to designate a Representative within each division. It is agreed that Chapter #35, CSEA, in appointing such Representatives does so for the purpose of promoting an effective relationship between MCOE and employees by helping settle problems at the lowest level of supervision.
- 6.2 DUTIES AND RESPONSIBILITIES OF REPRESENTATIVES:** The following shall be understood to constitute the duties and responsibilities of Representatives:
- 6.2.1** After notifying their immediate supervisor, a Representative may be permitted to leave their normal work area during reasonable times in order to assist in investigation, preparation, writing, and presentation of grievances. The Representative shall advise the Supervisor of the grievant of their presence. The 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.
- 6.2.2** If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Representative at the time of the notification mentioned in 6.2.1, the Representative shall be permitted to leave their normal work area no later than two hours after the Representative provides notification.
- 6.2.3** A Representative shall be granted release time with pay to accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision for which the Representative has responsibilities as a Representative, and shall not be construed to limit the lawful rights of union representatives.

ARTICLE 7 DEFINITIONS

- 7.1 "Academic Year"** is the period when students are normally required to be in attendance and includes all recess periods falling within that time span (school district calendars vary).
- 7.2 "Allocation"** is the placement of a class on a specific salary schedule level or rate.
- 7.3 "Anniversary Date"** is the first day of the month following six (6) full months of employment, except if a person's appointment is effective on the first working day of the month, the anniversary date shall be calculated from the first day of that month.
- 7.4 "Bargaining Unit Seniority"** is secured by date of hire, i.e., the employee's first day of paid service as a probationary employee in a bargaining unit position.
- 7.5 "Class"** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary level are appropriate for all positions in a class.

- 7.6 "Class Description"** is the description of the duties, responsibilities, minimum qualification, and authority of positions in a class.
- 7.7 "Classification"** is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary level for each such position.
- 7.8 "Demotion"** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower salary rate or an assignment to an inferior status.
- 7.9 "Department Head"** manages a department which is overseen by a Division Head.
- 7.10 "Differential"** is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.
- 7.11 "Division Head"** is a member of the Superintendent's Cabinet and manages one or more departments.
- 7.12 "Early Learning Program (ELP)"** The Early Learning Program at MCOE includes both Head Start and State Preschool programs accountable to federal and state regulations and policies.
- 7.13 "Extra Time"** is time worked by a part-time employee beyond their regularly assigned daily schedule, not including overtime.
- 7.14 "Fiscal year and School year"** is July 1 through June 30.
- 7.15 "Flex Time"** is a temporary change of regularly scheduled work hours as defined in Article 8.3.
- 7.16 "Grandfathering"** is when an employee remains at a constant salary level and receives COLA increases so long as the employee remains in their position. After the employee leaves (and/or employees are newly hired into other positions in the same classification), the new salary level shall be a previously agreed to between the parties.
- 7.17 "Health and Welfare Benefits"** means any form of insurance or similar benefit programs, including but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 7.18 "Hire Date"** is the date that an employee first begins to work in a position.
- 7.19 "Incumbent"** is an employee assigned to a position and who is currently serving in or on leave from the position.

- 7.20 "Industrial Accident or Illness"** is an injury or illness arising out of or in the course of employment with MCOE.
- 7.21 "Involuntary Demotion"** is a demotion, with reasonable cause, without the employee's voluntary written consent.
- 7.22 "Leave and Transfer Policies"** means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, industrial accident, or illness leave, holidays, training leave, or transfer of an employee from one site to another.
- 7.23 "Memorandum of Understanding (MOU)"** is a binding agreement between CSEA and MCOE which does not change the terms of the collective bargaining agreement and which usually must be ratified by CSEA before it becomes legally binding.
- 7.24 "Minimum Qualifications"** are qualifications mandated for the position and which an employee must possess before they can be considered for employment in a specific class.
- 7.25 "Notice"** - Whenever notice is required under this Agreement, and no form of notice is otherwise specified, notice shall be by personal delivery or First Class mail: 1) to MCOE Office of the Superintendent; 2) to CSEA President of local Chapter, #35.
- 7.26 "Paid Status"** is any time when an employee receives pay from MCOE.
- 7.27 "Permanent Employee"** is a regular employee who successfully completes an initial probationary period.
- 7.28 "Probationary Employee"** is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 7.29 "Probationary Period"** for new employees is six (6) calendar months from the employee's initial date of hire or 130 days (days of paid service by the employee), whichever is longer. Permanent and probationary employees may also serve a probationary period following transfers, promotions, or demotions (see Article 16 Transfers and Promotions and Article 17 Layoff).
- 7.30 "Promotion"** is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher salary schedule level.
- 7.31 "Reallocation"** is a movement of an entire class from one salary level or rate to another salary level or rate.
- 7.32 "Reasonable Time"** is determined when notice is given which allows the receiving party the time to act in a responsible and efficient manner.
- 7.33 "Reclassification"** is the recognition that a position or a classification has evolved through a gradual change in duties and job requirements that results in a change of the job description. (06/22)

- 7.34 "Reemployment"** is the return to duty of an employee who has been placed on a reemployment list.
- 7.35 "Reemployment List"** is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine months, said list arranged in order of their right to reemployment.
- 7.36 "Regular Employee"** is any employee whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, short-term, or student employee.
- 7.37 "Restricted Employee"** is an employee hired pursuant to any local, state, or federally-funded program which restricts employment to persons in low-income groups, designated impoverished areas, any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this Agreement.
- 7.38 "Safety Conditions of Employment"** means any work-related condition affecting the health, safety, or welfare of the employee.
- 7.39 "Salary Rate"** is a specific amount of money paid for a specific period of service.
- 7.40 "Salary Schedule"** is a series of salary steps and levels, which comprise the rates of pay for all classes.
- 7.41 "Salary Step"** is the movement from one column on the salary schedule to the next.
- 7.42 "School Year and Fiscal Year"** is July 1 through June 30.
- 7.43 "Seniority in Class"** is secured by date of hire in a class.
- 7.44 "Shall and Will"** - As used in this Agreement, the words "shall" and "will" have the same meaning, signifying an imperative or mandatory obligation or duty.
- 7.45 "Short-Term Employee"** a person employed to perform a service which when the service or similar services are completed, they will not be extended or needed on a continuing basis.

Prior to employment of a short-term employee, CSEA shall be notified as to the anticipated beginning and ending dates of employment. The ending date of employment may be shortened or extended, but shall not extend beyond 75 percent of a school year.

If a short-term employee works more than 195 days in a school year including holidays and sick leave, vacations or other leaves, if any are provided, they shall become a member of the classified service.

- 7.46 "Side Letter Agreement"** is an agreement signed by CSEA and MCOE which may

affect the terms of the collective bargaining agreement and which usually must be ratified by CSEA before it becomes legally binding.

- 7.47 "Standby Time"** is time that a Bus Driver is required to be on duty, though not driving, such as during a student field trip when the students are engaged in an activity and not on the bus.
- 7.48 "Substitute Employee"** is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position and who is not a classified employee of MCOE. A substitute employee may also be hired to fill a vacant position for up to 60 days.
- 7.49 "Summer School" or "Extended School Year (ESY)"** is that period when schools are in session between the end of one academic year and the beginning of the next academic year.
- 7.50 "Supervisor"** is a management employee who directs the classified employee on a daily basis.
- 7.51 "Tentative Agreement"** is an agreement signed by the negotiating teams of CSEA and MCOE which affect the terms of the collective bargaining agreement and must be ratified by CSEA and the County Superintendent before it becomes legally binding.
- 7.52 "Uniforms"** - Any clothing of a particular color, design, pattern, or style required to be worn by MCOE shall be considered a uniform.
- 7.53 "Vacancy"** is a position in the CSEA bargaining unit that has been either vacated by a classified employee or that is new and not yet filled.
- 7.54 "Voluntary Demotion"** is a demotion agreed to in writing by the employee and MCOE.
- 7.55 "Working Hours"** - All hours in paid status shall be considered working hours.
- 7.56 "Work Year"** – shall be designated and fixed upon hiring for each member of the bargaining unit. Compensation for a full twelve-month work year shall be calculated on 261 workdays whenever the actual calendar includes 259-261 workdays. Days beyond this range shall prompt compensation negotiations with CSEA.
- 7.57 "Y-Rating"** is when an employee remains at the constant salary (receives no COLA increases) until salaries for that classification rise to meet that employee's salary.

ARTICLE 8 HOURS AND OVERTIME

8.1 WORKWEEK (MCOE 40 HOUR WORKWEEK):

8.1.1 The workweek will consist of five (5) consecutive days, Monday through Friday, forty (40) hours per week. This Article will not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of MCOE.

8.1.2 An employee workweek may be changed from a Monday through Friday schedule upon mutual agreement between the affected employee(s), the supervisor and CSEA. If the workweek is on other than a Monday through Friday basis, any affected employee shall work a maximum of 7.5 hours per day and shall be entitled to all rights as provided in Section 8.7 and 8.8 of this Agreement.

8.2 WORKDAY: The length of the workday will be designated by MCOE for each classified assignment in accordance with the provisions set forth in this Agreement. Every effort will be made to assign a fixed regular and ascertainable minimum number of hours of no less than four (4) hours per day five (5) days per week. However, there will be occasions when this is not possible due to special needs or circumstances.

8.3 FLEX TIME HOURS SCHEDULE CHANGES:

8.3.1 The employee and supervisor may mutually agree to change the employees' daily work schedule to meet specific needs that are not on-going.

8.3.2 An on-going flextime schedule may be suggested by an employee.

8.3.2.1 Employee makes a request to their immediate supervisor.

8.3.2.2 The immediate supervisor shall forward all requests to the department head, when appropriate with their recommendation.

8.3.2.3 Department Heads shall forward all requests to the Division Head (Cabinet Level) with their recommendation.

8.3.2.4 Division Heads shall forward all requests, with their approval/disapproval in writing, to the Superintendent/Designee.

8.3.2.5 If an employee disagrees with a Division Head's recommendation to the Superintendent, the Superintendent/Designee shall meet with the employee upon request.

8.3.2.6 The Superintendent/Designee shall approve/disapprove all on-going flex time schedules.

8.3.2.7 The Division Head's and the Superintendent's/Designee's decision shall be provided to the employee and supervisor within five (5) working days of receipt of the request.

8.3.2.8 The Division Head's and the Superintendent's/Designee's decision shall be based upon good cause after considering the needs of the employee and MCOE.

8.3.3 Flex time changes that adversely affect program needs may be rescinded upon review by the Superintendent/Designee.

8.3.4 Flex time changes do not include schedule changes necessitated by program needs.

8.3.5 LUNCH PERIODS: All employees covered by this Agreement will be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such a lunch period will be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and will be scheduled for full-time employees at or about the midpoint of each work shift. An employee required to work during their lunch period will receive pay at a rate of time and one-half for all time worked during the normal lunch period.

8.4 REST PERIODS:

8.4.1 All employees are entitled to rest periods except as provided for in Section 8.5.3 at the following rates:

Over 6 hours - 8 hours	= 30 minutes/day
6 hours	= 25 minutes/day
5 hours and less than 6 hours	= 20 minutes/day
4 hours and less than 5 hours	= 15 minutes/day
4 hours or less	= 15 minutes/day

The scheduling of breaks shall be mutually agreed upon between the employee and the classroom teacher and/or supervisor. Insofar as is practical, rest periods shall be in the middle of each work period, at the rate of fifteen (15) minutes for four (4) hours worked. Rest periods cannot be combined, or taken in conjunction with lunch or taken at the end of a work shift to shorten a workday. This limitation shall not apply to Bus Riders whose rest period may be combined with their lunch period on shortened and minimum days.

8.4.2 MCOE may specify periods and require someone to be present at a worksite at all times. If such periods are designated, employee break times may be scheduled to accommodate the need and shall be scheduled by mutual agreement.

8.4.3 Rest periods of a total of thirty (30) minutes on evening or special work shifts will be scheduled to the mutual convenience of the employees and supervisors.

8.4.4 Rest periods are a part of the regular workday and will be compensated at the regular rate of pay for the employees.

8.5 OVERTIME:

8.5.1 Full Time Employees: All overtime hours will be compensated at a rate of pay equal to time and one-half the regular pay rate of the employee. Overtime is

defined to include any time worked in excess of eight (8) hours in any one (1) day or any one shift or in excess of forty (40) hours in one calendar week. Overtime work shall be compensated only if authorized in writing by the supervisor prior to the work being performed. However, if not possible to get prior approval in writing before working the required overtime, verbal approval will temporarily suffice. Verbal approval by the supervisor shall be confirmed in writing after the time is worked. When an employee actually works overtime without prior or subsequent authorization, the employee may appeal to the Department Head for approval.

8.5.2 Part Time Employees:

8.5.2.1 All part-time employees shall be compensated for overtime in accordance with California Education Code 45128.

8.5.2.2 For all other part-time employees and employees working a varied schedule (i.e., Bus Drivers), overtime will commence after eight (8) hours in any one day or forty (40) hours in any one calendar week.

8.5.3 All hours worked on the seventh (7th) consecutive day of work will be compensated at one and one-half (1 ½) times the regular rate of pay.

8.5.4 All hours worked on holidays designated by this Agreement will be compensated at two and one half (2 ½) times the regular rate of pay.

8.5.5 All overtime will be rounded off to the nearest quarter hour.

8.5.6 All hours worked beyond the workweek of five (5) consecutive days will be compensated at the overtime rate commencing on the sixth (6th) day of work.

8.6 SHIFT DIFFERENTIAL REDUCTION IN HOURS: Any employee regularly assigned to a work period of seven and one-half (7½) hours whose assigned work shift commences between 3:00 p.m. and 4:00 a.m. will be paid for eight (8) hours at the regular rate.

8.7 OVERTIME FOR EMPLOYEES RECEIVING A REDUCTION IN HOURS AS SHIFT DIFFERENTIAL: An employee whose shift differential premium consists of a reduction in assigned hours will be paid at the appropriate overtime rate for all hours worked in excess of seven and one-half (7 ½) in any one day or on any one shift or in excess of thirty-seven and one-half (37 ½) in any one calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the regularly assigned quitting time. Upon switching to a day shift, the employee may keep the 7 ½ hours for 20 days before going on to 8-hour days.

8.8 COMPENSATORY TIME OFF:

8.8.1 An employee may elect to take compensatory time off in lieu of cash compensation for overtime duties assigned on a non-voluntary basis. Such election shall be submitted in writing to the immediate supervisor within the pay period earned. Compensatory time off shall be granted at the rates defined in

Sections 8.6.1 through 8.6.4.

Paraeducators shall receive compensatory time off rather than cash compensation for any overtime worked on a voluntary basis for Christmas Programs or Open Houses. No adverse action shall be taken against any paraeducator who chooses not to attend Christmas Programs or Open Houses.

- 8.8.2** Compensatory time shall be taken at a time mutually acceptable to the employee and MCOE within the twelve (12) months after the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, MCOE shall pay the employee for all such time at the appropriate overtime rate based on the employee's rate of pay at the time it was earned.

Employees assigned to classrooms shall take their compensatory time off when students are not present except that such time off may be taken in one-half (1/2) day increments when students are present, unless other arrangements are agreed to by the employee and the site supervisor. Notice of the intent to take such time off shall be submitted to the site/program supervisor five (5) working days prior to the intended day of compensatory time off. (9/06)

In accordance with the Fair Labor Standards Act (FLSA), employees may not accrue in excess of 240 hours compensatory time.

- 8.8.3** Part time employees whose regular assignment is less than seven (7) hours a day; 35 hours a week may elect to take comp time off in lieu of cash for extra time worked up to eight (8) hours a day; 40 hours a week. (9/06)

- 8.8.4** For the purpose of compensatory time with MCOE, the reporting period will be from the 11th of the month until the 10th of the succeeding month.

- 8.8.5** Employees shall request compensatory time off on an MCOE form.

- 8.9 OVERTIME/COMPENSATORY TIME - EQUAL DISTRIBUTION:** Overtime/compensatory time shall be distributed and rotated to regular permanent and probationary employees as equitably as is practical within each department. Practical considerations may include specialized skills of individual employees or current assignments to special projects. Substitute and short-term employees may be considered for overtime and compensatory time after it has been offered and turned down by permanent and probationary employees first.

- 8.10 CALL BACK/CALL IN TIME:** Employees who are called back to work after completing their regular workday or who are called into work at a time for which they are not regularly required to work will receive a minimum of two (2) hours pay at the appropriate rate under this Agreement.

- 8.11 RIGHT OF REFUSAL:** Except in the case of an emergency (declared by the Superintendent/Designee or in their absence their specified representative), any employee will have the right to reject a work assignment over and above their regularly assigned work, including any offer or request of overtime, call back, or call-in time.

8.12 STANDBY TIME: At all times when an employee is required to be on active duty, they shall be compensated at either regular or overtime rates as required by this Agreement. On overnight trips, employees who are expected to be available after regular work hours in case they are needed (i.e., chaperone of students, resource for parents) shall be paid a \$75.00 stipend for each night.

Bus Drivers assigned extra driving that does not include an overnight stay, may also be assigned to stand by, and shall be compensated at the appropriate rate of pay.

8.13 NON-REGULAR WORK YEAR ASSIGNMENT: When work normally and customarily performed by employees is required to be performed at times other than during the employee's regular work year, (i.e., summer school, intercession) the work shall be assigned as far as is practical to bargaining unit employees serving in the appropriate classifications. (11/02)

8.13.1 When necessary to assign employees to non-regular work year assignments, they will be assigned in order of bargaining unit seniority within each specific area, but no employee will be required to accept such assignment. If the employee with the greatest bargaining unit seniority refuses the assignment, it will be offered to other employees within the specific program in descending order of bargaining unit seniority until the position is filled. Early Learning Program (Head Start) employees assigned to non-regular work year assignments shall be based upon seniority within job classification unless it is inconsistent with the needs of the students and the program. (9/06)

8.13.2 An employee who accepts a non-regular work year assignment in accordance with the provisions of this Section will receive, on a pro rata basis, their regular work year assignment compensation and benefits or the non-regular work year assignment compensation and benefits whichever is higher. No prorating of compensation and benefits will be applied on any basis other than on the relationship which the number of hours assigned for the non-regular work year bears to the number of hours assigned to the unit member during the regular work year.

8.14 Bus Rider Assignments:

Classified employees who work as "Bus Riders" assigned to Special Education Program students who ride both MCOE and school district buses shall be assigned and paid according to this section.

8.14.1 Paid duty time shall include driving time between the employee's home and the student's home.

8.14.2 The employee shall meet the assigned student and bus at the student's home/pick-up point and ride with the student to their school site.

8.14.3 At the end of the student's school day, the employee shall ride with the student on the bus from school to the student's home.

- 8.14.4** The employee shall be reimbursed for the difference in mileage from their home to the student's home/pick-up point and back again each day and those miles the employee would have driven from home to their work site. Mileage will be calculated using Google Maps. Each rider and the school site principal shall meet and agree to the mileage calculation.
- 8.14.5** Employees shall be paid at the extra-duty or overtime rate according to the collective bargaining agreement.
- 8.14.6** Regular Assignments: (04/22)
- 8.14.6.1** Bargaining unit members shall be assigned as "Bus Riders" before MCOE may recruit from outside or assign substitute/short term employees.
- 8.14.6.2** The first offer of such an assignment shall be made to the individual serving as the Paraeducator assigned to the student in accordance with the IEP. If that Paraeducator declines to ride with their assigned student, they shall not be eligible to ride with another student.
- 8.14.6.3** If the student does not have a paraeducator assigned to them per the IEP, or the assigned paraeducator declines, Bus Rider assignments will next be made to paraeducator staff who do not have a student assigned to them, based upon seniority among paraeducator staff assigned to the same site as the student, and whose work schedule is the same as the student's class schedule. If the assignment remains unfilled, then selection will be made by seniority, within the same geographical region as the student's school site. Geographical regions for purposes of this subsection is defined as: schools that are within 10 miles of the employee's current assigned school site.
- 8.14.6.4** Paraeducator staff with the same schedule as the student in Preschool and kinder classrooms dismissed after 4 or 4.5 hours, will be considered first in order of seniority, prior to an employee who works in a classroom with a 6- or 6.5-hour student day. If there are no paraeducators with the same schedule as the student who are interested in performing the Bus Rider duties, the preschool and kinder paraeducators will be assigned to work in the classrooms of the 6 hour or 6.5 hour staff members who must leave their assignment to provide rider support. Coverage of students is a priority.
- 8.14.6.5** A paraeducator whose student does not require a rider, shall be eligible to ride with another student if the riding assignment does not require the paraeducator to be away from the employee's regular assignment. A paraeducator must be available to provide coverage to their assigned student from the time the student arrives on campus until the student departs school. If there is a Bus Rider assignment that does not interfere with these responsibilities, the paraeducator

shall be eligible to bid for a riding assignment. Under normal circumstances, a paraeducator will be able to ride with a different student who attends school during the same hours as the student assigned to the paraeducator.

- 8.14.6.6** Paraeducator III staff shall not be included in the seniority rotation for riding offers and shall not ride on the bus unless no other paraeducator staff member is available.
- 8.14.6.7** Health Assistants shall not be included in the seniority rotation for riding offers and shall not ride the bus unless no paraeducator staff member is available.
- 8.14.6.8** MCOE has no responsibility to transport the Bus Rider to or from the student's school and their work site. When Bus Rider assignments become vacant or a new position becomes available, assignments shall be made according to this Agreement. Bus Rider assignments that are eliminated or reduced during the school year do not trigger a new selection process or "re-bid". It is understood that Bus Rider assignments exist per student I.E.P.s and other criteria established by MCOE.

8.14.7 Back-Up Bus Riders (In-House "Substitutes")

- 8.14.7.1** At the start of the school year, after regular Bus Rider assignments are made, any unassigned and eligible paraeducators may volunteer to be on a list to be contacted to substitute as a Bus Rider in the absence of a Bus Rider. This list will be known as the Back-Up Bus Rider List and the list shall be created each school year. (04/22)
- 8.14.7.2** The Back-Up Bus Rider List will be sorted in descending order of seniority and maintained as an electronic spreadsheet shared with all regular Bus Riders. Phone number contact information will be included. (04/22)
- 8.14.7.3** When a paraeducator on the list accepts or declines an assignment, it will be marked on the list. The regular Bus Rider needing a substitute will access the electronic spreadsheet and then contact the senior person on the list who is under the last person who accepted or declined. (04/22)
- 8.14.7.4** If there is no response or the assignment is declined, the next most senior paraeducator on the list will be contacted, and so forth. This process will ensure that these riding assignments are rotated equitably over the course of the school year. (04/22)
- 8.14.7.5** If a regular Bus Rider loses their Bus Rider assignment (e.g., student drops), the regular Bus Rider may immediately volunteer to be on the Back-Up Bus Rider List. Their name will be added to the electronic

spreadsheet in seniority order. If the student returns and still requires a Bus Rider, the paraeducator will be reassigned to the returning student. (04/22)

8.14.8 In an emergency, when no bargaining unit member is immediately available, a non-bargaining unit person may be assigned. However, such assignment shall not extend beyond ten (10) workdays unless it can be proven that no bargaining unit member is interested in the assignment. (04/22)

8.15 MESRP EMPLOYEES

8.15.1 Associate Teachers in the MESRP program are part of the bargaining unit.

8.15.2 Employees in the MESRP program shall have a work year equal to 598 hours per season over 90 workdays.

8.15.3 By the end of the each season, employees will be notified of their work calendar for the following season.

8.15.4 The work year calendar and work log will be developed and proposed by the program for CSEA review.

ARTICLE 9 PAY AND ALLOWANCES

9.1 WAGES AND SALARY SCHEDULES:

9.1.1 MCOE & CSEA agree to negotiate on an annual basis any possible salary increases. Early Learning Program (Head Start) salaries will be negotiated separately on an annual basis in accordance with the Federal COLA. The salary schedules for MCOE and Early Learning Program (Head Start) are attached. (See APPENDICES C and C-1)

9.1.2 Salary Schedule Structure: The salary schedule for MCOE shall be 2.5% between levels and 5% between steps for levels 44 and above. Level 30.5 through 43.5 shall remain at the level and step percentage differences of the 2019-2020 salary schedules. The salary schedule for Early Learning Program (Head Start) shall be 2.5% between levels and 5% between steps.

9.1.3 "ME-TOO": Salary "Me-Too" shall include any additional across the board unit COLA's or one-time unit bonus increase granted to MCOETA, Confidential and/or Management group. This paragraph does not automatically apply to Early Learning Program (Head Start).

“Me-Too” shall not include parity or comparability adjustments granted to non-unit members whether this adjustment is to individuals or to a group where the parity/comparability adjustment is added to a salary schedule.

Generally, for comparison purposes the same districts and county offices will be used for all units - classified, certificated, confidential or management.

9.1.4 CLASSIFICATION AND COMPENSATION COMPARABILITY STUDY: Classification and compensation comparability studies shall be done in accordance with Appendix E of this Agreement and may result in reclassifications and/or reallocations of positions or groups of positions. Implementation of study results shall be subject to negotiations between MCOE and CSEA.

9.1.5 PARAEDUCATOR III AND D/HH PROGRAM SIGNING PARAEDUCATOR III - RECLASSIFICATION: Employees who hold positions as Paraeducator or D/HH Program Signing Paraeducator I-II who meet the minimum qualifications of the Paraeducator III or D/HH Program Signing Paraeducator III job descriptions are eligible to be reclassified. See Appendix F for reclassification procedure. (06/22)

9.2 EARLY RETIREMENT INCENTIVE:

9.2.1 All classified employees and members of CSEA who have reached the age of 50 but are not yet 65 years of age are eligible to participate in an early retirement incentive program as follows:

Required Age	Years of Service	Maximum Incentive*
50-54	10+years of service	\$4,000
55 or more	10 - 14 years of service	\$4,500
55 or more	15 or more years of service	\$5,000

* Maximum incentive is equal to 20% of the employee's gross annual rate (longevity pay included) or the above amounts, whichever is lesser.

9.2.2 The Superintendent may grant credit for eligibility stated above providing that the employee has rendered service in an educational agency that transferred responsibility of operation to MCOE and the employee's combined experience in the agency and MCOE meet the above

requirements.

9.3 CALPERS CONTRIBUTION: Commencing on March 1, 2015, MCOE shall discontinue to pay the employee's contribution to CalPERS (Public School Employees Retirement System) and each CalPERS eligible employee will pay their own contribution to CalPERS.

9.4 PAYCHECKS: All regular paychecks of employees will be itemized to include all deductions.

9.4.1 Deferred Pay: Unit members working on 10- or 11-month calendars are eligible to participate in the Deferred Pay Program. By opting for this service, unit members agree to have a portion of their normal paycheck deferred until next year's summer months of July and/or August. The following guidelines will govern participation in this program:

9.4.1.1 Unit members who wish to start and/or stop participation in the Deferred Pay Program during their work year shall submit their request in writing to the Human Resources Department. Unit members who stop their participation during the work year shall not be able to reinstate this service until the beginning of the next fiscal year.

9.5 REGULAR RATE OF PAY: The regular rate of pay for each position in the bargaining unit including Early Learning Program (Head Start) staff will be in accordance with the rates established for each class as provided for in Appendices C and C-1. The regular rate of pay will include any shift differential and/or longevity increment required to be paid under this Agreement. (See Appendices C and C-1)

9.5.1 An employee working less than a standard 12-month, 261-day work year will receive a prorated salary based on their work year calendar provided to the Human Resources Department. The employee's prorated salary includes the pay for their workdays, plus the salary equivalent of their vacation days. The salary is then evenly divided into equal installments based on the number of months in which the unit member has at least one workday. In the case of a prorated pay employee, since the vacation days are included in their salary, they are normally not entitled to take vacation days off.

9.5.2 Rate of Pay for Retiree: If an employee who has retired from MCOE is hired by MCOE according to CalPERS regulations, to serve in a substitute or short-term capacity performing bargaining unit work, the retiree shall be placed on the appropriate salary level as follows:

A. If the position for which the retiree is substituting is at the same or a

lower pay level than the position held at the time of retirement, the retiree shall be placed on the level of the classification in which they are substituting at the step that is closest to but not more than the hourly rate of the step last reached at the time of retirement.

- B. If the position is at a higher pay level than the position held at the time of retirement, the retiree shall be placed at the level of the classification at the step that is closest to but not less than the hourly rate of the step last reached at the time of retirement.
- C. If the work that a retiree will be performing is short-term, then the pay level placement shall be on the level determined by MCOE that most closely matches the work to be performed and on the step that is appropriate according to guidelines in A and B above.

9.6 FREQUENCY - ONCE MONTHLY: All employees will be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck will be issued on the preceding workday.

9.7 PAYROLL ERRORS: Whenever it has been determined that an error has been made in the calculation or reporting of an employee's salary, resulting in an insufficient payment to an employee, such an error will be corrected and within five (5) workdays following the determination of the error, a supplemental check will be issued (Ed. Code 45167).

9.8 SPECIAL PAYMENTS: Any payroll adjustment due an employee as a result of working out of class, recomputation of hours, or other than procedural errors will be made and a supplemental check issued no later than five (5) working days following notice to the payroll department.

9.9 LOST CHECKS:

9.9.1 Any paycheck, which is lost or destroyed after receipt by the employee, will be replaced within ten (10) working days after the filing of an affidavit by the employee that they had received a paycheck, which was subsequently lost or destroyed.

9.9.2 Any paycheck not received by the employee will not be considered to be lost or destroyed until five (5) calendar days after the date of mailing to the employee. On the fifth (5) calendar day the employee may file an affidavit and will receive a replacement check as soon as possible but no later than 10 days after the mailing date of the original check.

9.10 ATTEND IN SERVICE SESSION: An employee, who is required and directed by MCOE to attend an in-service session on non-regular work time, may choose to be compensated at their regular rate of pay or receive professional growth

credit.

9.11 REIMBURSEMENT: MCOE will reimburse employees for the tuition cost of any and all training programs required by MCOE.

9.12 COMPENSATION FOR WORKING OUT OF CLASSIFICATION:

9.12.1 Employees shall not be required to perform duties outside of their classification for any period of time which exceeds five (5) working days within a 15-calendar day period unless the duties are reasonably related to those fixed for the position by the Superintendent/Designee. Anyone working out of class shall not be permitted or required to perform their own regularly assigned duties.

9.12.2 An employee working at a level within their Class Grouping that is below or less than two levels above their own level would not be considered to be working out of class. See Appendix L.

9.12.3 An employee may be required to perform duties inconsistent with those assigned to the position by the Superintendent/Designee for a period of more than five (5) working days within a 15-calendar day period provided that their salary is adjusted upward for the entire period they are required to work out of classification and in such amounts as stated in 9.12.4 and 9.12.5 below. In order for the employee to receive out of class, an "Out of Class Authorization" form must be completed and signed by both the employee and their supervisor and submitted to the Human Resources Department. (See Appendix L)

9.12.4 Work being performed within the Class Grouping that is two levels (.5 = 1 level) above would equal a 5% increase, three levels above would equal a 7.5% increase, and four (4) levels above would equal a 10% increase. Work performed above four (4) levels shall be by mutual agreement between CSEA and the Chief Human Resources Officer as to the amount of increased pay.

9.12.5 An employee working in a classification outside of the Class Grouping in a higher or lower position would be eligible for out of class pay providing that the provisions contained in 9.12.1 and 9.12.2 are followed.

9.12.6 An employee or employees shall not be required to perform duties outside of their classification for more than thirty (30) days from the date that both the employee and the supervisor have mutually agreed the work began as stated on the "Out of Class Authorization" form. If either a permanent employee or a substitute does not fill the position, by the end of the thirty (30) day period, discussion and/or negotiations

shall ensue immediately within ten (10) workdays, between MCOE and CSEA, unless extended by mutual agreement.

9.12.7 An employee evaluation shall not take place for work performed out of classification unless mutually agreed upon.

9.13 COMPENSATION FOR WORKING ADDITIONAL DUTIES:

9.13.1 Employees shall not be required to perform additional duties within their classification for any period of time which exceeds five (5) working days within a 15-calendar day period unless the duties are reasonably related to those fixed for the position by the Superintendent/Designee and do not increase the level of the employee's job duties by more than 25% as defined on the Notice of Additional Duties form.

9.13.2 An employee performing their own duties plus those of a vacant position at a level within their Class Grouping that is below or less than two levels above their own level would not be considered to be working out of class, but shall be considered as having an additional duties assignment. A vacancy exists when an employee has resigned, is ill, or is on leave.

9.13.3 An employee may be required to perform additional duties for a period of more than five (5) working days within a 15-calendar day period provided that their salary is adjusted upward 5% for the entire period they are required to perform their own duties plus the duties of a vacant position. In order for the employee to receive the 5% increase, a "Notification of Additional Duties" form shall be completed and signed by both the employee and their supervisor and submitted to the Human Resources Department.

9.13.4 An employee or employees shall not be required to perform additional duties for a vacant position for more than thirty (30) days from the date that both the employee and the supervisor have mutually agreed the work began as stated on the "Notification of Additional Duties" form. If either a permanent employee or a substitute does not fill the position by the end of the thirty (30) day period, discussion and/or negotiations shall ensue immediately within ten (10) workdays, between MCOE and CSEA, unless extended by mutual agreement. (See Appendix M)

9.13.5 An employee evaluation shall not take place for work performed during the additional work assignment unless mutually agreed upon.

9.14 INCENTIVE PAY: MCOE shall designate the positions that are eligible for incentive pay which shall be offered in five (5) skill categories which are: Signing, Interpreter Signing, Brailing, Bilingual/Biliterate, and Specialized Physical Health

Care Procedures (SPHC).

- a. Any eligible employee who takes and passes a test in any of the five (5) skill categories described above shall receive the incentive(s) described below added to their salary which shall be paid monthly.
- b. Employees applying for a position which specifically requires a level of proficiency in either Signing, Brailing, or Bilingual/Biliterate skills, shall be tested as part of the selection process and are not eligible for an incentive.
- c. Employees receiving pay incentive(s) should expect to be called upon to use these skills to assist in meeting the communication and instructional needs of students and/or their parents, as the need arises.

9.14.1 Signing: Expressive and receptive signing skills shall be verified through tests developed by MCOE with input from CSEA and administered by MCOE. Paraeducators working in the DHH program are eligible for the signing incentive. If an employee's assignment changes and they will no longer be working in the DHH program (i.e., transferred, bumped), MCOE has the right to discontinue the incentive. A one hundred fifty dollar (\$150) per month incentive shall be added to their salary upon passing this test.

9.14.1.1 Interpreter Signing: The skills of interpreting (interpreting signing to those who cannot read, signing or signing someone's language to the hearing impaired) shall be verified through a test developed by MCOE with input from CSEA and administered by MCOE. Any employee in the Paraeducator family in the Deaf and Hard of Hearing Program, who has passed the signing skills test, may take the competency test to apply for incentive pay for interpreting. An additional twenty-five dollar (\$25) per month incentive shall be added to their salary upon passing this test.

9.14.2 Brailing: The skills of brailing shall be verified through tests developed by MCOE with input from CSEA and administered by MCOE. A one hundred fifty dollar (\$150) per month incentive shall be added to their salary upon passing this test.

9.14.3 Bilingual/Biliterate: The skills of reading, writing, and speaking Spanish shall be verified through a test developed by MCOE with input from CSEA and administered by MCOE. All eligible members of the bargaining unit may take the competency test. A one hundred fifty dollar (\$150) per month incentive shall be added to their salary upon passing this test for employees in positions that are eligible for a bilingual

incentive. Positions that require bilingual skills are placed on a range that compensates for this skill and shall not be eligible for the monthly incentive pay.

9.14.3.1 Incentive Review and Adjustments: At the request of either Party, the Parties will meet to review the amount of the monthly incentive. The incentive may be reviewed every three years beginning with the 2024-2025 year and adjusted as necessary to ensure that it remains competitive with the MCOE comparison group used for the Reclassification/Compensation Comparability Study.

9.14.3.2 Any new classification created by MCOE shall be evaluated to determine whether it should be eligible for the bilingual incentive.

9.14.3.3 MCOE shall proactively pursue the implementation of testing for targeted languages other than Spanish, required to provide necessary services.

9.14.3.4 Testing: An exam with three (3) levels based upon the complexities of the three (3) levels of tasks as described in Appendix N will be used to assess bilingual/biliterate proficiency.

Testing will occur twice per year, once between September 1 and November 30, and once between January 15 and April 30 for eligible employees. Employees not currently serving in an eligible position may elect to take the test at their own cost in order to qualify them for future changes in classification.

9.14.3.5 Examples of tasks that an employee receiving the bilingual incentive is expected to perform include, but are not limited to, those in the list below. These tasks are typically basic and informal.

- Personnel (disciplinary, worker's comp, and related internal meetings)
- Translating basic correspondence and forms (flyers, agendas, etc.)
- Informal conversation in person or on the phone with parents in second language (protocols and information provided by administrator or teacher)
- Meeting with parents (example: discipline) (excluding IEPs, 504 and other legally required meetings)

9.14.3.6 Examples of tasks that an employee receiving a bilingual incentive is not expected to perform include, but are not limited to, those in the list below. These tasks are more complex and require a higher skill level.

- Simultaneous Interpreting
- Translating IEPs, Occupational Therapists reports
- Interpreting for Board of Education Meetings
- Home Visits requiring more complex verbal interaction with parent(s), student(s)
- Translating legal documents (excluding IEPs, 504 and other Special Education legal documents)
- Student related meetings pertaining to legal issues such as IEPs, 504 and discipline
- Translate complex documents (including meeting minutes, field trip forms)

Examples of appropriate tasks for employees who receive the bilingual incentive, have bilingual required in their job description, and for translator/interpreters are included in Appendix N.

9.14.4 SPECIALIZED PHYSICAL HEALTH CARE PROCEDURES:

9.14.4.1 Specialized Physical Health Care Procedures (SPHC) shall be defined to include catheterization, gastric feeding, suctioning, other services requiring medically related training as described in California Education Code 49423.5. In addition, procedures where MCOE staff must be specifically trained and authorized utilizing MCOE SPCH form, shall be included in this definition.

9.14.4.2 Only Paraeducators, Bilingual Paraeducators and Behavior Paraeducators who are trained and assigned to perform SPHC services shall be eligible for this stipend. Paraeducators, Bilingual Paraeducators, and Behavior Paraeducators will be retrained and certified annually.

9.14.4.3 A one hundred fifty dollar (\$150) per month incentive shall be added to an employee's salary. Employees working in non-regular work year assignments (e.g., ESY) shall be paid the incentive, as applicable. An employee must work at least one day in a month, to receive the incentive for that month.

9.14.4.4 Paraeducators, Bilingual Paraeducators, and Behavior

Paraeducators who are hired for an assignment that includes SPHC services, must be trained and certified, according to legal requirements and prior to being assigned to perform any of these services. This training shall also be provided to employees who promote, transfer, or are reassigned into such an assignment. The trainer shall be a registered nurse employed by MCOE or other medical provider specified by an MCOE school nurse.

9.14.4.5 Paraeducators, Bilingual Paraeducators, and Behavior Paraeducators shall be paid the incentive in the month that they are certified and assigned.

9.14.4.6 All SPHC stipends will be discontinued at the end of the employee's regular work year and will be reinstated upon annual certification and assignment each year thereafter.

- Except in cases of an emergency, no employee shall be assigned to perform SPHC services prior to being trained and certified. In cases of emergency when there is a need to perform a procedure prior to the completion of training, the employee who performed the procedure shall be paid retroactively to the date of the emergency. The retroactive payment shall be processed after the employee has been trained and certified.
- Employees that accept an ESY assignment that requires SPHC training, and who are trained and certified shall receive the stipend for the ESY duration.

9.14.4.7 If an employee's assignment changes and they will no longer be providing services, MCOE has the right to discontinue the incentive until such time that the employee is reassigned to provide services. MCOE shall provide written notice to the employee that their incentive is discontinued, effective on the first of the month following the written notice.

9.14.5 EMERGENCY ADMINISTRATION OF MEDICATION:

9.14.5.1 Some students require the administration of medication in emergencies which may be provided by employees. There may be emergency situations where the health and safety of

a student requires the administration of medication care services by classified employees who have volunteered to be trained to provide those services. These provisions apply to those volunteer employees.

- 9.14.5.2** The welfare of our student shall be shared responsibility of all employees assigned to work with students needing specialized healthcare services; however, the emergency administration of medication shall be by an employee who volunteered to be trained and was certified as qualified. All providers will maintain their competency as documented by health specialists.
- 9.14.5.3** Any agreement by an employee to administer an emergency anti-seizure medication, insulin, or epi-pens is strictly voluntary and staff may not be coerced, intimidated or threatened to volunteer. Any employee who volunteers may rescind their offer up to three (3) workdays after the completion of each training, for that particular medication. After that time, a volunteer may rescind their offer to administer one of these medications with a ten (10) workday notice, or until a new individual student health plan is developed, whichever is less.
- 9.14.5.4** Volunteer employees shall be trained prior to administering medication in cases of emergency. Training may include general training, student specific training, and training for student involvement in self-care. At the conclusion of the training program and only after the employee has demonstrated competency of a service will that employee be certified in writing by MCOE as qualified to render the service.
- 9.14.5.5** MCOE agrees to pay an annual training incentive of \$500 to employees who are requested and volunteer to participate in each annual training offered by MCOE for the services listed in 9.14.5.5.1 below and certification and willingness to administer medication on an emergency basis and who are certified in writing by MCOE as qualified to render the service. The incentive for the training and certification shall be paid on a monthly basis (prorated in accordance with an employee's work year calendar) to employees who have not rescinded their offer to volunteer to administer the medication. Any employee who rescinds their offer to provide the emergency administration of medication or who is in an assignment that

no longer requires a volunteer to administer medication, shall cease to receive the incentive for the training. MCOE shall provide written notice to the employee that their incentive is discontinued, effective on the first of the month following the written notice. The employee who rescinds their volunteer status shall have the stipend discontinued on the first of the month following the appropriate time period as set forth in 9.14.5.3.

In addition, MCOE shall pay a stipend of \$100 to those employees assigned to perform administration of medication for each month the service is rendered to a student.

9.14.5.5.1 For purposes of this section, the only approved individual services at this time are as follows:

- Epinephrine administration
- Glucagon administration
- FDA approved emergency seizure medication including rectal and nasal therapies

9.14.5.5.2 The training incentive provided in Section 9.14.5.5 shall not apply to employees in the Early Learning Program (Head Start). Early Learning Program (Head Start) employees shall be required to participate in a generalized overview training in the administration of emergency medication as required by State and Federal Regulations. However, employees in the Early Learning Program (Head Start) shall be entitled to the stipend of \$100 to perform administration of medication for each month the service is rendered to a student.

9.15 PROMOTION: Any employee of the bargaining unit receiving a promotion will be moved to a step in the appropriate level in the new class so as to receive not less than five percent (5%) above their rate of pay. Additional steps may be granted by the Chief Human Resources Officer/designee for demonstrated experience and/or education higher than that required in the job description.

9.16 LONGEVITY: MCOE agrees to compensate long service employees in accordance with the following longevity schedule. The following additional percentages of salary will be paid in accordance with the computation of the years as shown:

Years of Service

Percentage

6 years	2.5%
10 years	4.5%
13 years	6.5%
16 years	8.5%
19 years	10.5%
22 years	12.5%
25 years	14.5%
28 years	16.5%
31 years	18.5%

9.17 INCOMING EMPLOYEE EXPERIENCE: The first step in the salary schedule is the minimum rate and will normally be the hiring rate for the class. Additional steps may be granted by MCOE for demonstrated experience and/or education higher than that required in the job description utilizing an established and transparent procedure. Upon successful completion of the employee’s initial probationary period the unit member shall be advanced to the next step. The unit member shall be advanced to subsequent steps on their anniversary dates.

9.18 REINSTATEMENT OF EMPLOYEE: A permanent classified employee, who voluntarily resigns and is reinstated or reemployed within 39 months after their last day of paid service in their previous classification, shall have restored all rights, burdens and benefits of a permanent employee in that class, including seniority. Placement on the salary schedule at the level for the position assigned shall be the step last reached at the time of resignation. Seniority shall be calculated according to Section 17.4.6 Voluntary Resignation, for all classifications held prior to the resignation.

**ARTICLE 10
EMPLOYEE EXPENSES AND
MATERIALS**

10.1 SAFETY EQUIPMENT: Should the employment duties of an employee reasonably require use of any equipment or gear to ensure the safety of the employee or others, MCOE agrees to furnish such equipment or gear or to reimburse the employee for full cost of procuring such.

10.2 PHYSICAL EXAMINATION: MCOE agrees to provide the full cost of any medical examination required as a condition of continued employment.

10.3 EQUIPMENT AND/OR TOOLS: If an employee is required to provide

personally owned tools or equipment for use in the course of employment, MCOE agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss or damage or replacement cost of the tools resulting from normal wear.

10.4 REPLACING OR REPAIRING EMPLOYEE'S PROPERTY: MCOE may reimburse an employee for loss, damage or destruction of personal property under the following conditions:

10.4.1 The item of personal property shall be approved in advance and annually thereafter. Such approval shall be made in writing.

10.4.2 The value of the personal property shall be mutually agreed upon prior to use and reviewed annually between the immediate supervisor and the employee.

10.4.3 Reimbursement for loss, damage or destruction shall not exceed \$500.00, with a \$25.00 per item deductible. All applicable insurance policy coverage, including personal property, shall be exhausted with MCOE paying the balance up to \$500.00

10.4.4 Claims for reimbursement, explaining the facts and circumstances resulting in loss, damage or destruction of personal property, shall be filed with the immediate supervisor within five workdays of the loss, damage or destruction.

10.4.5 Reimbursement shall not occur if the loss, damage or destruction occurred as a result of the employee's negligence.

10.4.6 Contested claims may be appealed to the Superintendent/Designee shall be final.

10.5 EMPLOYEE USE OF PRIVATE VEHICLE

10.5.1 MILEAGE COMPENSATION DURING REGULAR OR TEMPORARY ASSIGNMENTS: Any employee required to use their personal vehicle in the course of their employment during regular or temporary assignments, will be compensated for mileage at the current IRS rate. Such compensation will not be reported as income and will be paid to the employee within twenty (20) working days after an appropriate expense claim is submitted.

10.5.2 No classified employee shall be required to use his or her own vehicle to transport any student or parent during the course of work.

11.1 PREMIUM CONTRIBUTIONS BY MCOE: The parties agree beginning October 1, 2018, the MCOE's obligation to contribute to medical and dental insurance benefits for employees eligible under this Article shall not exceed the following monthly amounts:

Medical	
Employee only	\$ 733.40 per month

Employee plus spouse	\$1,097.94 per month
Employee plus children	\$1,097.94 per month
Family	\$1,396.03 per month

Dental	
Employee only	\$ 72.39 per month
Employee plus one dependent	\$131.14 per month
Family	\$190.65 per month

Premiums for life, disability, and employee assistance shall be paid in full by MCOE for the employee only. (For employee assistance coverage see Section 11.6.) Some plans may allow additional coverage to be purchased by the employee at the employee's expense through payroll deduction.

11.2 ELIGIBILITY:

11.2.1 Medical, dental, and vision coverage for new employees will begin on the first day of the month following the new employee's hire date. Additional dependents are also eligible and may be enrolled in the plans either at the employee's enrollment date or no later than the first of the month following the new employee's enrollment date.

11.2.2 MCOE shall provide eligible employees who work six (6) hours or more per day or thirty (30) or more hours per week, their domestic partners and their eligible dependents with health and welfare benefit coverage except that employees who are hired into Migrant Education School Readiness Program (MESRP) positions of less than 600 total annual hours shall not be eligible. (See Appendix B) Employees who work less than six (6) hours per day or thirty (30) or more hours per week and MESRP employees are eligible to participate in the plans according to Section

11.2.4.

11.2.3 All employees in the bargaining unit who are regularly assigned to work less than six (6) hours per day or thirty (30) hours per week but more than four (4) hours per day or twenty (20) hours per week shall be entitled to a prorated contribution by MCOE of the CVT 4-tiered rates. The proration shall be based upon a full-time employee defined as eight (8) hours per day. However, employees who are regularly assigned to work four (4) hours or more per day or twenty (20) hours per week but less than six (6) hours per day or thirty (30) hours per week and who were employed by MCOE on or before May 1, 2011 shall continue to receive the same contribution towards health insurance premiums as employees regularly assigned to work six (6) hours or more per day or thirty (30) hours per week.

11.2.4 All employees in the bargaining unit who work less than four (4) hours per day or twenty (20) hours per week are ineligible for benefit programs described in this Article. However, such employees shall be eligible for reimbursement for medical premiums up to 50% of the MCOE's contribution towards the CVT medical premium at the employee's eligibility level. The employee may purchase any of the CVT plans, through payroll deduction, and apply this 50% contribution.

11.2.5 Any employee who becomes eligible for coverage under this Agreement shall be deemed to permanently meet the eligibility requirement and continue to receive paid coverage notwithstanding any subsequent reduction in the employee's hours. The only exception occurs when an employee exercises their bumping rights into a position in the Migrant Education School Readiness Program (MESRP) of less than 600 annual hours. Upon return to a non-MESRP position, benefits shall be restored. Employees who were employed by MCOE as of May 1, 2011 and who are laid off and subsequently rehired shall retain their health and welfare benefit eligibility in effect at the time of layoff regardless of the number of hours in the position into which they are rehired.

11.2.6 Any employee who terminates employment prior to the end of the school year shall be provided benefits coverage through the last day of the month of the payroll in which the termination occurred.

11.3 MEDICAL INSURANCE: An employee may choose any of the medical plans offered by the California's Valued Trust (CVT).

11.4 DENTAL INSURANCE COVERAGE: MCOE shall provide three (3) tiered rate structure for eligible employees, their domestic partners, and their eligible dependents with dental insurance coverage (Delta Dental Standard Incentive

Plan with unlimited calendar maximum, 3 cleanings, and nitrous oxide) through CVT's Delta Dental. An employee who does not enroll an eligible dependent into the dental plan during the appropriate eligibility period may waive the right to enroll that dependent according to CVT policy. See Human Resources for Plan Document.

11.5 VISION INSURANCE COVERAGE: MCOE shall provide and pay the full premium on a three (3) tiered rate structure for eligible unit members, their domestic partners, and their eligible dependents with vision insurance coverage on Option C through Vision Service Plan. An employee who does not enroll an eligible dependent into the vision plan during the appropriate eligibility period may waive the right to enroll that dependent according to CVT policy See Human Resources for Plan Document.

11.6 EMPLOYEE ASSISTANCE PROGRAM PLAN (EAP) (Psychological Services): MCOE shall provide all eligible employees, their domestic partners, and their eligible dependents, through the medical insurance plan, access to an employee assistance program. An employee's participation in the EAP shall be entirely voluntary and shall be kept confidential. MCOE shall not use any information about an employee obtained as a result of their participation in the EAP for any evaluation, discipline, or dismissal procedure.

11.7 LIFE INSURANCE: A \$50,000 life insurance policy shall be provided for each eligible employee. Employees who work less than twenty (20) hours per week are eligible for this benefit only if they participate fully in the benefits program by contributing 50% of the premium cost according to 11.3.2. This benefit shall become effective on the first day of the month following the employee's hire date. See Human Resources for Plan Document.

11.8 DISABILITY INSURANCE: MCOE shall provide all eligible employees with both short term and long-term disability insurance which shall become effective on the first day of the month following the employee's hire date. See Human Resources for Plan Document.

11.8.1 The short-term plan features a 10-consecutive workday waiting period, and disability benefits up to 75% of the member's annual salary in accordance with the benefit plan document for a period of one year.

11.8.2 The long-term plan is effective upon the exhaustion of the short-term benefit with disability benefits up to 66 2/3% of the employee's annual salary in accordance with the benefit plan document for a period as specified in the same document. The plan coverage shall be coordinated with the eligibility for any Public Employee's Retirement System (PERS) plan. Under this policy,

employees are provided with a \$10,000 life and up to a \$10,000 Accidental Death and Dismemberment benefit.

11.9 The terms of the current life and disability benefit plans shall not be revised or changed without negotiations with CSEA.

11.10 HEARING AIDS: Employees with medically prescribed hearing aids shall be reimbursed by MCOE for up to \$1,500 per aid (for a maximum of \$3,000) in each four (4) year period of employment. Requests for reimbursement with verification shall be submitted to the MCOE Business Office for processing. Receipts and claims for reimbursements must be submitted prior to two months before terminating employment with MCOE.

11.11 RETIREE INSURANCE COVERAGE:

11.11.1 MCOE will provide the full premium for "employee only" medical, dental and vision benefits, upon the employee's retirement for up to ten (10) years in accordance with the following schedule:

<u>Years of Continuous Service*</u>	<u>Years of Medical Benefits</u>
5 Years	5 Years
7 Years	6 Years
9 Years	7 Years
11 Years	8 Years
13 Years	9 Years
15 Years or more	10 Years

*(Continuous service includes approved leaves of absence.)

11.11.2 PREMIUM CONTRIBUTIONS BY MCOE: For all employees who retired on or before June 30, 2011, MCOE shall provide a benefit contribution amount for each eligible retiree which is equal to CVT with employee only coverage. Employees who retire on or after July 1, 2011, MCOE shall provide a contribution towards health benefits in the same amount as provided for active employees receiving employee only coverage until the employee reaches Medicare eligible age at which time they shall be entitled to Medicare Supplemental Insurance coverage or another plan in accordance with CVT policy. In addition, MCOE shall provide the full premium for dental and vision plans for the retiree only.

11.11.2.1 The retiree may apply the medical premium contribution amount toward any medical benefit plan offered through CVT. If the retiree selects a plan and or additional coverage

that costs more than MCOE's contribution, they shall pay the difference in premium costs.

11.11.2.2 Employees who have qualified for benefits and who reach the age of Medicare eligibility before exhausting their earned years of benefits, will be provided a Medicare Supplemental Plan or an amount equivalent to the cost of the Medicare Supplemental Plan for the remaining balance of the earned years regardless of age. Those retirees not eligible for Medicare shall receive an amount equal to the cost of the Medicare Supplement upon reaching Medicare age. This benefit shall continue up to and including the tenth year and be paid quarterly.

11.11.3 ELIGIBILITY: To be eligible for this retiree benefit, employee must meet the following criteria:

11.11.3.1 The employee shall be eligible for retirement at fifty (50) years of age or older and shall be enrolled in the health and welfare benefit plan at the time of retirement.

11.11.3.2 In order for dependents to be eligible, they must have been participants in the medical, dental, and/or vision plan(s) at least one month prior to the retiree's last date of active service. Dependent participation is subject to eligibility requirements in this Article.

11.11.3.3 SURVIVOR BENEFITS: Upon the death of a retiree, any spouse, domestic partner, disabled adult child, or dependent who is covered under section 11.12.2.1 above, the dependent(s) participating in the plan at the time of the retiree's death may continue to buy into the group plan by paying the full premium directly to MCOE. If the spouse, domestic partner, disabled adult child, or dependent is not eligible for the Medicare Supplemental Plan, they may choose any offered plans until they become eligible for the Medicare Supplemental Plan.

11.11.4 BENEFIT DEFERRAL: Eligible unit members may defer their access to the Retiree Medical Benefit Program for a period of up to five (5) consecutive years if they satisfy all of the following provisions:

11.11.4.1 In order to apply for this benefit deferral, unit members must be age eligible for retirement from the CalPERS system. By the end of the 5-year deferral period the unit

member must have applied for retirement benefits from CalPERS in order to be eligible for retiree medical benefits.

- 11.11.4.2** Unit members shall have achieved at least ten (10) years of continuous, uninterrupted service with MCOE.
- 11.11.4.3** Upon retirement or separation from MCOE, an eligible unit member shall declare their intention to defer eligibility for Retiree Medical Benefits no later than ten (10) working days after the date of separation.
- 11.11.4.4** In order to participate in the 5-year medical benefit deferral program, unit members shall maintain continuous primary health insurance coverage with CVT and make the appropriate payments to MCOE.
- 11.11.4.5** The premium contribution for unit members participating in this program during the deferral shall be the same as MCOE's contribution for single active employees.
- 11.11.4.6** Unit members participating in the program who maintain primary health insurance coverage with CVT shall be able to continue coverage for eligible dependent(s), provided that the unit member makes the appropriate premium contribution to MCOE.
- 11.11.4.7** Unit members may move to a lower cost plan during the deferment period, and may re-enroll in any plan under the current CVT change of funding source guidelines when their employer-paid benefits become effective.

11.12 HEALTH AND WELFARE COMMITTEE: MCOE and CSEA agree to maintain the Joint Committee on Health and Welfare Benefits. The committee will consist of three (3) CSEA unit members, three (3) MCOE management staff, and three (3) certificated teaching staff members. The committee will provide a recommendation on issues by November 30 of each year. In any given year, CSEA and MCOE may mutually agree to forgo convening the committee and/or a committee recommendation.

ARTICLE 12 HOLIDAYS

12.1 All regular employees shall be entitled to the following fifteen (15) annual holidays if they are twelve (12) month employees. Regular employees who work less than twelve (12) months shall be entitled to holidays if they are in paid status during the working day immediately preceding or succeeding the holiday.

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Lincoln's Day
Washington's Day
Cesar Chavez Day/Juneteenth Holiday
Spring Break Holiday*
Memorial Day

*This day is a holiday in lieu of Admissions Day and shall be observed on a day mutually agreed to by the Superintendent/Designee and CSEA.

See Appendix D for the current school year holiday calendar.

12.2 Regular employees shall be paid for July 4, December 25, and January 1 if they are in paid status during the working day, on their work calendar, immediately preceding or succeeding the holiday break period.

12.3 Regular employees who are assigned to sites/locations operated in conjunction with school districts in the County may have holidays established on days different from other employees in the same classification at different sites/locations but shall have the same number of holidays.

12.4 If an established holiday(s) is/are to be changed after the annual MCOE classified work year calendars are established, CSEA shall be given a written notice no later than forty-five (45) days prior to the date of the changed holiday. If a district changes their calendar, notice shall be provided to CSEA as soon as practicable.

12.5 Any holiday falling on a Saturday or Sunday shall be celebrated on the preceding Friday or the following Monday unless otherwise mutually agreed upon.

- 12.6** Additional Holiday: Every day declared by the President or Governor of this State as a public fast, Thanksgiving, or holiday, in which a declaration provides that public schools shall be closed under the California Education Code.
- 12.7** The operation of this section shall not cause any regular employee to lose any of the holidays clearly indicated in this Article.

ARTICLE 13 VACATION PLAN

- 13.1** Each permanent classified employee will be entitled to a vacation of one (1) working day for each month or major fraction thereof served from the effective date of appointment. These days shall not be credited until after six months of continuous service.
- 13.2** Upon completion of first year of regular employment, each permanent classified employee begins to accumulate vacation leave at the rate of one and one-third (1- 1/3) workdays for each month or major fraction thereof served from the effective date of appointment.
- 13.3** After completion of the tenth (10th) year of regular continuous employment, each permanent classified employee begins to accumulate vacation leave at the rate of one and two-thirds (1-2/3) workdays of each month or major fraction thereof served from the effective date of appointment.
- 13.4** The permanent employee is permitted to take vacation in amounts authorized by their work year, even though not earned at time of taking such vacation. Should the employee leave their job before such vacation is earned, the unearned vacation will be deducted from the severance check. Vacation shall not become the vested right of the employee until their has been employed six (6) months or more.
- 13.5** No more than thirty (30) days of earned and unused vacation time may be carried over into a new fiscal year, which commences on July 1. No vacation can be taken in less than one-half (1/2) day increments, except in case of emergencies when smaller increments [not less than one-fourth (1/4)] may be used. Early Learning Program (Head Start) Federal Regulations do not permit carryover of earned vacation time.

13.6 Earned vacation may be taken at any time during the work year with approval of the Department or Division Head, as appropriate.

13.7 VACATION PAY: Pay for vacation days for all employees will be the same as that which the employee would have received had they been in a working status.

13.7.1 Less than 12-month Employees: Vacation pay shall be prorated by the number of months that the employee works and included in their regular monthly payroll.

13.7.2 Bus Drivers shall have their vacation pay calculated on their guaranteed four (4) hour per day work schedule. At the end of each fiscal year, Bus Drivers shall receive additional compensation for the balance of vacation time earned.

13.7.3 Vacation Pay Upon Separation or Termination: When an employee in the bargaining unit is separated or terminated for any reason they will be entitled to all pay for all earned vacation and it shall be paid at the rate earned at the time of separation.

13.7.4 If the failure to take vacation days off will result in vacation carry-over in excess of thirty (30) days, the excess days shall be paid by MCOE no later than August 31 of the subsequent year.

13.8 VACATION SCHEDULING:

13.8.1 Vacation will be scheduled at times requested by bargaining unit employees subject to the approval of the employee's immediate supervisor.

13.8.2 Vacation requests shall be granted on a first come first served basis and may be filed up to one year in advance of the requested date of the vacation. If one or more employees requests time off for the same period and the request is filed on the same day or during the absence of the supervisor, the request shall be granted on the basis of hire date seniority.

13.8.3 If the failure to take vacation days will result in vacation carry-over in excess of thirty (30) days, the employee so affected may be directed to utilize the excess vacation days prior to July 1 of the new fiscal year. If so directed, the employee will take the excess vacation days prior to July 1.

13.8.4 Interruption of Vacation: An employee will be permitted to interrupt or terminate vacation leave in order to begin another type of

paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

- 13.8.5** When a holiday falls during the scheduled vacation period of any employee, such an employee will be granted an additional vacation day. They will not be charged a vacation day for that holiday.

ARTICLE 14 LEAVES

14.1 SICK LEAVE FOR PERSONAL ILLNESS OR INJURY: Each permanent employee shall be entitled to one and one-quarter (1 ¼) working days of sick leave with pay for each month or major fraction thereof served from the effective date of appointment. However, a new employee will not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled under this Section, until the first day of the calendar month after completion of six months of active service. Unused sick leave will accumulate from year to year. When an absence due to illness or injury extends beyond five (5) consecutive working days, the employee will provide Human Resources with a note from the attending physician indicating such illness or injury, if requested.

14.1.1 Upon reasonable suspicion of abuse of illness leave, MCOE may require the employee to provide Human Resources with a physician's verification of illness.

14.1.2 Absences shall be reported to the employee's immediate supervisor as well as creating an absence record in the absence management system except that when the employee is medically unable, a message to the immediate supervisor is sufficient.

14.2 PERSONAL NECESSITY LEAVE:

14.2.1 Each employee will be allowed seven (7) days annually, non-accumulative, for personal necessity. Personal necessity leave will be deducted from sick leave. Three (3) of these days may be used as Personal Observance days. Personal Observance may be taken in 2-hour increments.

14.2.2 Whenever possible, employees shall give three (3) working days'

notice before taking a personal necessity leave day.

- 14.2.3** In order for a report of absence to be classified as personal necessity leave, the employee shall notify their supervisor of the reason for a leave, except for the use of personal observance days (if the leave is Personal Observance, it should be stated in the absence management system). The reason for this leave shall be of such a necessity that the employee cannot arrange to handle the need before or after work hours, on weekends, holidays, etc.

- 14.2.4** If an emergency arises, the employee shall not be required to specify the nature of the emergency necessitating the request nor provide advance notice, but the emergency shall relate to the following:
 - 14.2.4.1** Death or serious illness of an immediate family member.
 - 14.2.4.2** Accident involving his person or property of the person or property of a member of the immediate family.
 - 14.2.4.3** Appearance in any court or before an administrative tribunal or any litigant party, or witness under subpoena or any order made with jurisdiction.
 - 14.2.4.4** Be based upon a reason approved by the Superintendent/ Designee.

- 14.2.5** Personal necessity shall not be available for purposes of personal convenience, for activities which can normally be accomplished outside the workday or non-workdays, for the extension of a holiday or vacation period, for the pursuit of an avocation, to work for another employer, to attend training or courses or to engage in or declare a strike, work stoppage or slowdown.

- 14.2.6** Employees submitting timely (3-workday advance notice) requests for personal necessity leave to department heads or designee will assume they have been approved unless otherwise notified prior to the time leave is taken. With less than three (3) days advance notice, except in emergencies, the employee may be denied such leave after the leave has been taken.

- 14.2.7** Absences shall be reported to the employee's immediate supervisor as well as creating an absence record in the absence management system except that when the employee is medically unable, a message to the immediate supervisor is sufficient.

14.3 ENTITLEMENT TO OTHER SICK LEAVE: When an employee is absent from their duties on account of illness or accident for a period of five months or less, whether or not absence arises out of or in the course of employment of the employee, the amount deducted from the salary due them for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill their position during their absence.

14.3.1 An employee is eligible for this entitlement only after exhausting all regular sick leave and vacation. Catastrophic leave may be used to coordinate with this partial leave pay.

14.3.2 MCOE may require verification of illness and/or injury whenever an employee utilizes sick leave benefits under this Section.

14.3.3 The substitute rate (for purposes of computing the employee's differential pay) shall not exceed Step A of the position for which the substitute is hired.

14.3.4 Employees will receive monthly notification (by paychecks) of accumulated sick leave, vacation days and available personal necessity leave.

14.3.5 Every employee will have access to their own sick leave records in the presence of the custodian of those records.

14.3.6 A timesheet will be utilized that tracks all classified substitute assignments. The payroll department will be responsible for final verification of all assignments. All verifications shall be completed before substitute differentials are deducted from any classified wages.

14.4 Catastrophic Leave Program:

14.4.1 Definition: "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 the employee has exhausted all of his or her sick leave and other paid time off. Immediate family, for the purposes of this section, is as defined by the California Family Rights Act (CFRA) as spouse, domestic partner, parent, minor child, adult child, child of a domestic partner, step-children, grandparent, grandchild, or sibling of the employee.

14.4.2 Eligibility:

- 14.4.2.1** To be eligible for Catastrophic Leave, the employee shall have exhausted all accrued leave, including advanced sick leave.
- 14.4.2.2** To utilize Catastrophic Leave, the employee shall apply through the Human Resources Department in the following manner:
- Request the leave by providing the request form (Appendix G).
 - Attach a physician's statement that the applicant or a member of their immediate family, as defined in 14.4.1, is unable to work due to an extended medical condition that incapacitates them and that the condition is likely to last for a specified period of time.
- 14.4.2.3** An employee shall not be eligible for Catastrophic Leave during the period of time the employee is receiving full pay under Industrial Accident or Illness (sick) Leave or any other fully paid leave.

14.4.3 Leave Donation Criteria and Process:

- 14.4.3.1** Only employees with ten (10) or more days of accumulated (not advanced) sick leave shall be permitted to donate days toward another employee for Catastrophic Leave. However, the donor shall maintain a sick leave balance of at least ten (10) days after making a donation.
- 14.4.3.2** Each eligible employee may donate a maximum of five (5) days of accumulated sick leave for each request by an employee approved for Catastrophic Leave.
- 14.4.3.3** Within three (3) business days of receipt of the request for catastrophic sick leave, the Human Resources Department shall distribute a communication to CSEA bargaining unit members, including the name of the individual requesting and department.
- 14.4.3.4** Employees seeking to donate sick leave shall advise the Human Resources Department in writing utilizing the Catastrophic Leave Donation form (Appendix H).
- 14.4.3.5** The Payroll Department shall confirm eligibility for all individuals who wish to donate sick leave. The sick leave transfer shall be effective within five (5) business days of

receipt of donation form.

14.4.3.6 Donated sick leave days shall be utilized on a one (1) day basis (regardless of the number of hours per day) per employee donating. If one day has been utilized from all donors, then a second day shall be utilized. The employee with the most accumulated sick leave days shall be the first donor, the second most accumulated days shall be the second donor, etc.

14.4.3.7 Unused donated days shall be credited back to the donor.

14.5 FAMILY AND MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA): Pursuant to Government Code Section 12945.2 and Federal and State Law

14.5.1 Employees who have worked for MCOE for at least 12 months; and have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave are eligible for FMLA/CFRA. Per AB 2393 Parental Leave is exempted from the 1,250 hours requirement.

14.5.2 Family Leave is unpaid leave. For employees on family leave, MCOE will maintain the employee's health and welfare coverage under the group health and welfare plans, up to the legally required term. The MCOE contribution for the health and welfare plans will be the same contribution that is made for Employee's not on leave.

14.5.3 An employee may elect or MCOE may require an employee to use accrued vacation, sick leave or any other partially or fully paid leave during the FMLA and or CFRA leave period.

14.5.4 REASONS FOR TAKING FAMILY LEAVE

- a) Care for the employee's child after birth, or placement for adoption or foster care
- b) Care for the employee's spouse, son or daughter, or parent, who has a serious health condition
- c) Due to the employee's own serious health condition that makes the employee unable to perform the essential functions of their position
- d) Because of any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)

14.5.5 PROCEDURES FOR OBTAINING FAMILY LEAVE

- a) If an employee's need for family care leave is foreseeable, they shall give MCOE reasonable advance notice
- b) If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of MCOE operations. This scheduling shall be subject to the health care provider's approval
- c) The Employee must provide the Employer with medical certification documenting the need for FMLA/CFRA leave
- d) Length of leave may not exceed twelve (12) calendar weeks and will run concurrently with Paid Sick Leave, Vacation, Paid Differential Sick Leave and Paid Industrial Illness and Accident Leave when the leave is due to the employee's own serious health condition or when allowable under Labor Code 233. CFRA leave will not run concurrently with Pregnancy Disability Leave
- e) Upon completion of FMLA/CFRA leave, Employee's will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms
- f) If employee and spouse are both employees of MCOE, each is entitled to twelve (12) workweeks per twelve (12) month period with the exception of birth or adoption. For this purpose, one twelve (12) work week period may be shared by the employee and spouse.

Family Medical Leave shall be in accordance with the relevant provisions of the FMLA, CFRA and the Education Code.

14.5.6 MILITARY CAREGIVER LEAVE:

An eligible employee may take up to twenty-six (26) work weeks of unpaid leave during a single 12-month period to provide care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent, or next of kin legally designated by the service member pursuant to the Family and Medical Leave Act (FMLA).

14.6 INDUSTRIAL ACCIDENT AND ILLNESS:

14.6.1 Allowable Industrial Accident and Illness leave shall not be for more than sixty (60) working days for the same accident or illness.

14.6.1.1 Such leave is in addition to sick leave benefits.

14.6.1.2 Such leave is allowable when the accident or illness has been accepted by MCOE's workers' compensation insurance carrier

to be a work-related accident or illness.

14.6.1.3 The employee's absence will be charged to the employee's personal leave (e.g., sick leave) until the claim is accepted or denied. If the claim is accepted, any personal leave that was used during the delay period will be reversed and the absence will be charged to Industrial Accident and Illness Leave. If the claim is denied by MCOE's workers' compensation insurance carrier, the employee's absence will continue to be deducted from personal leave time.

14.6.2 Allowable leave shall not be accumulated from year to year.

14.6.3 Industrial accident or illness shall commence on the first day of absence.

14.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation, exceed the normal wage for the day.

14.6.5 Industrial accident or illness leave shall be reduced by one day for each day of an authorized absence regardless of a temporary disability award.

14.6.6 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due them for the same illness or injury.

14.6.7 Any employee receiving benefits under this Section shall, during the period of injury or illness, remain in the State of California, unless the Superintendent/Designee authorizes travel outside the State.

14.6.8 Any time an employee on industrial accident or illness leave is able to return to work, they shall be reinstated in their position without loss of pay or benefits.

14.6.9 When entitlement to the 60-day Industrial Accident and Illness Leave (Section 14.6) has been exhausted, available sick leave, compensatory time, vacation or other available leave benefits shall be applied and coordinated with the workers' compensation insurance payments to MCOE, for the employee's same injury or illness.

14.6.9.1 When all paid leaves (e.g., Industrial Accident and Illness Leave, sick leave, vacation) have been exhausted and an employee is still unable to assume the duties of their position, the employee 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 or the employee may request an unpaid leave of absence (EC 45192). Retirement is also an option, according to CalPERS regulations.

14.6.9.2 Employees who are required to attend doctor appointments, therapy sessions, or other medical appointments during the workday, related to diagnosis, treatment and care of the injury or illness, shall have the appointment time first deducted from the "twenty-four (24) hours of doctor appointment time" provided to employees under contract Article 14.9, and then from any other available leave entitlements (e.g., sick leave, compensatory time, vacation).

14.7 Modified Duty and Return to Work Program for Work Related Injuries: MCOE offers a temporary modified duty return-to-work program for work-related injuries. This program is limited to availability and can be accessed if all the following circumstances are met:

- The injury is work-related and has been accepted by MCOE's workers' compensation claims administrator.
- Human Resources department identifies appropriate work in compliance with the Return-to-Work program.
- The treating physician certifies in writing that the injured worker is eligible to return to work with restrictions.
- The treating physician and the workers' compensation administrator deem that the injured worker is temporarily disabled.

The purpose of the Return-to-Work Program is not to establish permanent jobs or displace other employees. All temporary assignments will be reviewed as work status reports are received. If the employee is not improving according to the physician of record, an Interactive Process Meeting (IPM) will be scheduled to discuss if the employee should continue in the temporary assignment. The Return-to-Work Program shall follow the rules and processes as identified in MCOE's Return to Work Program.

14.8 BEREAVEMENT/CRITICAL ILLNESS LEAVE: Four (4) days absence or six (6) days if out-of-state travel is required, with pay, will be allowed (per occurrence) for critical illness or death of any member of an employee's immediate family. When out of country travel is required, additional time may be granted by the Superintendent/Designee. Critical illness means an illness where death is probably imminent or expected. Such leave is not cumulative from year to year. Absence because of illness or the death of a member of the immediate family

must be reported to the employee's immediate supervisor and submitted in the absence management system.

Members of the immediate family, as used in this section, means: the spouse and/or domestic partner of the employee and the parents, children, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, sons-in law, daughters-in-law, and step family members of the employee, spouse and/or domestic partner, or any relative living in the immediate household of the employee.

14.8.1 Requests for Bereavement/Critical Illness Leave may require verification in a form acceptable to MCOE and be provided within ten (10) days of MCOE's request for verification.

14.9 DOCTOR AND DENTAL APPOINTMENTS: Up to twenty-four (24) hours in appointments may be allowed for doctor and dental appointments. Hours in excess of twenty-four (24) hours shall be deducted from sick leave. Two days prior approval from the division head or designee is required for doctor or dental appointments; however, the parties agree that in certain urgent situations (for example, emergencies) it may prove impossible to obtain approval for this leave prior to its being taken. Less than full-time (8-hour) employees shall receive the proportion of the twenty-four (24) hour allowance, which their regularly assigned hours bear to eight (8).

14.10 PREGNANCY DISABILITY LEAVE (PDL): Disability leave granted for pregnancy shall run concurrent with family care and medical leave. (See Family Care and Medical Leave – section 14.5)

14.10.1 Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

14.10.2 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician but shall not exceed four (4) months. PDL may be taken intermittently.

14.10.3 The employee on leave for pregnancy disability shall be entitled to return to a position equal to her position.

14.11 BONDING LEAVE: An employee may be entitled to twelve (12) work weeks of Bonding Leave under the provisions of the California Family Rights Act (CFRA) and the California Education Code with continued health and welfare benefit

contributions paid by MCOE during this period of time. The employee shall use vacation or other paid time off to remain in paid status. Such leave must be taken within the first twelve (12) months after birth or adoption of a child, or foster placement of a child and may be taken in two-week increments. Employees must have worked for MCOE for at least 12 months prior to taking this leave in order to be eligible for CFRA leave under this section.

14.12 JURY DUTY: The Superintendent/Designee will grant leaves of absence to employees to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. The Superintendent/Designee will grant such leaves of absence with pay up to the amount of the difference between the employee's regular earnings and any amount he receives for jury or witness fees. Full pay will be granted for this leave provided the employee endorses the fee received, exclusive of mileage, meals and lodging allowance, to MCOE. An employee released from jury duty on a given day shall report for work if one-half or more of their regularly scheduled work time could be performed on that day. Employees must provide proof of attendance.

14.13 MILITARY LEAVE

14.13.1 Any employee who is on temporary military leave of absence and who has been in the service of MCOE for a period of not less than one year, immediately prior to the day on which the absence begins, shall be entitled to receive their salary or compensation for the first (30) calendar days of any absence. "Temporary military leave of absence" means a leave of absence from public employment to engage in active ordered military duty, as defined by Military and Veterans Code, Sections 395 and 395.01. Any employee on military leave in excess of 180 calendar days including travel time shall continue their seniority and shall be provided all other rights and benefits of a leave of absence without pay.

14.13.2 Such absence does not affect classification and does not constitute a break in service, although they may not count such absence as a part of the service required as a condition precedent to permanent classification.

14.13.3 At the conclusion of such active military duty, the employee shall be entitled to their former position at a salary they would have received had they not been in military service.

14.13.4 All military leave shall be granted in accordance with the applicable provisions of the Military and Veterans Code, the Education Code, state and federal law.

14.14 UNPAID LEAVES: MCOE may grant an unpaid leave of absence upon the written request of the employee and upon the approval of the Superintendent/Designee. The employee requesting the leave will specifically state the purpose and duration of the leave requested. The Superintendent/Designee will, in writing, reply to the request for leave, stating whether it is approved or disapproved. If approved, they will state in writing the conditions relative to cessation of any pay and employer paid health and welfare benefits during the period of leave, and when notice must be given by the employee concerning their return to a position.

14.14.1 An employee who is granted an unpaid leave under this section for six (6) months or less shall be entitled to return to the position that they held at the time the leave began. If the leave exceeds six (6) months, they are entitled to return to a vacant position within the same classification. If no vacancies exist, the employee shall be returned to the position held by the least senior employee in that classification. In addition, they may continue coverage under the health and welfare benefit plan by contributing the full premiums for those plans.

14.15 BREAKS IN SERVICE:

14.15.1 No absence under any paid leave provisions of this Article will be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement will continue to accrue under such absence.

14.15.2 No period of unpaid absence will be considered a break in service for the purpose of earning seniority under this Agreement.

14.15.3 An employee will earn seniority for the purpose of usage in this Agreement while serving another CSEA represented bargaining unit of the same employer.

14.15.4 Upon return, all time during which an employee is on involuntary unpaid status will be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the employee will not accrue vacation, sick leave, holidays, or other leave benefit.

**ARTICLE 15
HIRING**

15.1 DISTRIBUTION OF JOB ANNOUNCEMENTS: Classified job vacancies will be sent via email to all employees. Job vacancies will be open six (6) workdays in-house.

15.2 DISTRIBUTION OF JOB INFORMATION: Upon initial employment and each change in classification each affected employee in the bargaining unit will receive a copy of the applicable job description, a specification of the salary rate applicable to his or her position, employee's regular work site, hours per day, days per week, and workdays per year, and the work year calendar for the position.

15.3 EVERY STUDENT SUCCEEDS ACT (FORMERLY NO CHILD LEFT BEHIND ACT):

15.3.1 Affected Employees: Employees in the Paraeducator class family, Paraeducator, Bilingual Paraeducator, Alternative Education Paraeducator, Braille Transcriber, Visually Impaired Program Specialist, D/HH Program Signing Paraeducator I-III, Behavior Paraeducator, and Behavior Specialist, shall comply with the requirements of the Act. An employee who fails to meet the requirements of the Act by June 30, 2023, shall be deemed to no longer be qualified for the position the employee holds.

15.3.2 Educational or Proficiency Requirements: Effective June 30, 2023, current employees for positions in classifications listed in 15.3.1 shall be qualified. "Qualified" means that an employee shall possess a high school diploma, GED or its equivalent and shall fulfill one of the legal requirements detailed in the Act and described below:

- Completed 48 semester units of study at an accredited institution of higher education
- Possess Associates Degree or higher from an accredited institution of higher education
- Pass a proficiency assessment and/or test certified by a district or COE as meeting the definition of rigor in the Act.

15.3.3 Proficiency Test: A proficiency test shall be scheduled by MCOE and current affected employees who do not have either an AA Degree, 48 units, or a proficiency test from MCOE or a previous school district on file with MCOE shall be invited to take the test. MCOE shall also offer the test to applicants and those on the rehire list. MCOE shall schedule additional test dates between March 1, 2021 and July 1, 2023.

If MCOE determines that it is unsafe to administer proficiency testing, due to the COVID 19 Pandemic, then this timeline shall be extended to a

mutually agreeable date.

**ARTICLE 16
TRANSFER/PROMOTION/OTHER
CHANGES IN CLASSIFICATION
PROCEDURES**

16.1 VOLUNTARY TRANSFER PROCEDURE:

16.1.1 A voluntary transfer shall be defined as the movement of an employee from their assigned position to a vacant position within the same classification as a result of an approved voluntary application by that employee. When a new position is created or an existing position becomes vacant, MCOE shall give first consideration to current permanent employees seeking a transfer after offering vacant positions to employees on the reemployment list who hold seniority in the same classification as the rehire vacancy. All vacancies shall be posted in-house by MCOE for not less than six (6) workdays.

16.1.1.1 First consideration means that employees seeking a transfer in the same classification as the vacancy shall have the opportunity to apply and be interviewed if deemed by MCOE to be necessary.

16.1.1.2 A voluntary transfer shall not be denied for punitive, arbitrary or capricious reasons. Seniority shall be one of the factors and shall be the deciding factor if all other factors are reasonably equal. The transfer shall be subject to approval of the department heads involved provided that such transfer will not be denied for punitive, arbitrary, or capricious reasons.

16.1.1.3 A permanent employee may request to be transferred to a position in the same classification by filling the appropriate transfer request.

16.1.1.4 A permanent employee seeking a transfer, who did not participate in the in-house transfer process, may apply with outside applicants.

16.1.2 Transfers shall not change the employee's salary rate, anniversary date, accumulated vacation credit, or in any other manner adversely affect their rights.

With the exception of summer school, no employee shall be assigned to work in a work location other than the employee's normal site for a period in excess of five (5) consecutive working days without the written consent of the employee.

16.1.3 An employee granted a transfer shall be notified in writing within five (5) working days of the transfer with a copy of notification sent to the employee's immediate supervisor and a copy to the employee's personnel file.

16.1.4 In-house applicants not selected for a transfer, shall receive an explanation for their non-selection upon request to the Human Resources Department.

16.1.5 Transfer shall not be used as a device to alter the sequence of impending layoff, although employees whose positions are to be eliminated may transfer to other positions in accordance with this article.

16.1.6 Employees seeking to transfer into Early Learning Program (Head Start) positions will be subject to interview and hiring procedures called for in Federal law and regulations and the Head Start Manual.

16.2 INVOLUNTARY TRANSFER: Involuntary transfer is a transfer within the same classification at the request of MCOE. An involuntary transfer shall not be made for arbitrary or capricious reasons. Specific reasons for the transfer shall be provided to the employee. Notice shall be given to the employee of an involuntary transfer ten (10) working days prior to being transferred in order that the employee may have an opportunity to discuss the transfer with the appropriate supervisor. In the event that an employee is transferred to an assignment that is more than 25 miles from their current site, they shall be paid three hundred dollars (\$300) per month for each full or partial month that the employee is assigned and worked in the position (i.e., a ten-month employee would receive ten (10) incentive payments per year). If an employee does not work at least one day in a month, then the stipend will not be paid for that month.

The distance shall be measured using a commonly accepted mapping resource. Involuntary transfers that are punitive shall not be made without due process.

16.3 MEDICAL TRANSFER: In accordance with the Americans with Disabilities Act (ADA), MCOE shall make reasonable effort to provide reasonable accommodations when available to an employee who has been medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class.

16.4 PROMOTION PROCEDURE:

16.4.1 A promotion is defined as the movement of a permanent employee from their assigned position to a vacant position at a higher classification. When a new position is created or an existing position becomes vacant MCOE shall give first consideration to current permanent employees and employees on the 39-month rehire list. All vacancies shall be posted in-house by MCOE for not less than six (6) workdays.

16.4.1.1 First consideration means that current permanent employees and employees on the 39-month rehire list shall have the opportunity to apply and be interviewed for vacancies before outside candidates are considered.

16.4.1.2 Permanent employees may apply for a promotion by completing the application for the position.

16.4.1.3 Employees serving in their initial six (6) month probationary period may apply with internal applicants prior to completion of their probationary period.

16.4.1.4 A permanent employee seeking a promotion, who did not participate in the in-house promotion process, may apply with outside applicants.

16.4.2 In-house applicants not selected for a promotion, shall receive an explanation for their non-selection upon request to the Human Resources Department.

16.4.3 Promotional Probationary Period:

A permanent employee who is promoted shall serve a three (3) calendar month probationary period in the promotional position. CSEA and MCOE may mutually extend this period up to an additional three (3) calendar months.

A probationary employee who is promoted shall serve a new six (6) calendar month probationary period in the promotional position from the original date of hire in the newest classification.

16.4.4 Reversion Rights:

16.4.4.1 Permanent Employees

16.4.4.1.1 A permanent employee may be notified during the promotional probationary period that they shall return to the former classification. If so notified, the employee shall be assigned to a vacant position in their previous classification. If no vacancy exists, the employee shall bump the least senior employee in the former classification.

16.4.4.1.2 A promoted employee may notify MCOE during the probationary period that they desire to return to the previous classification. This shall occur if a vacancy exists or as soon as a vacancy occurs in the previous classification.

16.4.4.2 Probationary Employees

16.4.4.2.1 A probationary employee may be notified during the promotional probationary period that they shall return to the former classification. If so notified, the employee may be assigned to a vacant position in their previous classification and shall serve the balance of the initial probationary period. If no vacancy exists, the employee shall be released by MCOE.

16.4.4.2.2 A promoted employee may notify MCOE during the probationary period that they desire to return to the previous classification. This shall occur if a vacancy exists and the employee shall serve the balance of the initial probationary period.

16.5 OTHER CHANGES IN CLASSIFICATION:

16.5.1 Employment into a Lateral Classification and Probationary Periods: A lateral classification is a classification at the same salary level as the classification held by an employee at the time the employee changed classifications. An employee seeking employment in a lateral classification shall follow procedures as set forth in Section 16.4 Promotion Procedure.

16.5.1.1 A permanent active employee who applies for and is employed in a lateral classification in which they

have not previously served shall serve a probationary period of three (3) calendar months from the employee's original date of hire in the new classification. If the employee is released during the probationary period, they shall have reversion rights as provided in Section 16.4.4.

16.5.1.2 A probationary employee who applies for and is employed in a lateral classification while in their initial probationary period shall serve a new probationary period in the lateral position of six (6) calendar months from the employee's original date of hire in the newest classification. If the employee is released during the probationary period from the lateral position, they shall have reversion rights as provided in Section 16.4.4.

16.5.2 Employment in a Lower Classification and Probationary

Periods: A lower classification is a classification at a lower salary level as the classification held by an employee at the time the employee changed classifications. An employee seeking employment in a lower classification shall follow procedures as set forth in Section 16.4 Promotion Procedure.

16.5.2.1 A permanent active employee who applies for and is employed in a lower classification in which they have not previously served shall serve a probationary period of three (3) calendar months of service in the new lower classification. If the employee is released during the probationary period, they shall have reversion rights as provided in 16.4.4 above.

16.5.2.2 A probationary employee who applies for and is employed in a lower classification while in their initial probationary period shall serve new probationary period in the new classification of six (6) calendar months from the employee's original date of hire in the new classification. If the employee is released during the probationary period, they shall have reversion rights as provided in 16.4.4 above.

17.1 REASON FOR LAYOFF: Layoffs will occur only for lack of funds and/or lack of work. Any layoff shall be accomplished in accordance with applicable law and this agreement.

17.1.1 An employee may voluntarily consent to a position in a lower classification and/or to a position with fewer hours or days in lieu of layoff

17.2 NOTICE OF LAYOFF: The Superintendent/Designee will notify CSEA of any planned layoffs in writing as soon as the MCOE learns of any such reduction or elimination. Affected employee(s) shall be notified in writing no later than March 15. When classified positions must be eliminated as a result of the expiration of a specially funded program, MCOE shall notify CSEA and the affected employees in writing not less than (60) sixty calendar days prior to the effective date of their layoff. (04/22)

17.3 ORDER OF LAYOFF: Any layoff shall be affected within a class. The order of layoff will be based on seniority within that class and higher classes throughout MCOE. An employee with the least seniority within the class plus higher classes shall be laid off first.

17.4 SENIORITY CALCULATION:

17.4.1 Seniority shall be based on the first date of paid service as a probationary employee in the class plus higher classes. Nothing contained herein shall invalidate the seniority list that was approved by the parties on June 18, 2019.

17.4.2 LEAVES: No leave, paid or unpaid, voluntary or involuntary, shall be considered a break in service for the purpose of calculating seniority.

17.4.3 RECLASSIFICATIONS: Where all positions in a classification have been reclassified, seniority shall continue to accrue as though both classifications are equal. If an employee has been reclassified multiple times in the same position, seniority shall continue to accrue from the hire date in the first position which was reclassified. A negotiated agreement, specific to a reclassification, shall supersede this section.

The former classification of ECE Instructional Assistant and MEES Instructional Assistant shall be considered an ECE Assistant Teacher and the former classification of Instructional Technician shall be considered an Associate Teacher for the purpose of calculating seniority.

17.4.4 LATERAL CHANGES IN CLASSIFICATION: When an employee is hired into a classification that is at the same salary level as their current classification they shall be considered to have worked in a higher class for the purpose of calculating seniority.

17.4.5 MIGRANT EDUCATION SCHOOL READINESS PROGRAM (MESRP): MCOE employees who have worked in the MESRP formerly known as MEES shall have their seniority calculated from their first date of paid service in the MEES program.

17.4.6 VOLUNTARY RESIGNATION: Seniority shall be restored to a permanent employee who is reinstated or reemployed within 39 months of a voluntary resignation. The employee who voluntarily resigned, upon being reemployed, shall be credited with all seniority accrued up to the time of the resignation. The original hire date(s) for all classifications held prior to the resignation shall be adjusted forward to reflect the time lost during the separation from MCOE. Employees who voluntarily resign do not continue to earn seniority while separated from MCOE. If an employee is rehired into their previous classification, step placement shall be determined in accordance with Section 9.18 Reinstatement of Employee.

17.5 EQUAL SENIORITY: If two (2) or more employees have equal class seniority, within the bargaining unit, the tie shall be broken as soon as is practicable following the known existence of a tie. The tie-breaking shall be determined by "lot". The procedure to be implemented for breaking the tie shall be agreed to between CSEA and MCOE. The CSEA President/Designee shall be present and the affected employee(s) shall be requested to be present for the tie-breaking. MCOE shall notify the CSEA President no less than three (3) workdays prior to the tie-breaking meeting. If the CSEA President/Designee is unavailable or unable to attend they shall designate an alternate to attend the meeting. In the event that a CSEA representative does not attend the meeting, the tie shall be broken by the Human Resources staff working with the affected employees. If the employee is not present at the tie-breaking meeting and has not designated a representative, the CSEA President/Designee shall participate in the tie-breaking as the employee's representative. An employee who cannot be present to break the tie may designate a representative in writing. The result of the tie-breaking shall be recorded in each affected employee's personnel file and on the seniority list.

17.6 SENIORITY ROSTER: The Superintendent/Designee shall maintain an updated seniority roster. The roster shall be available to CSEA President/Designee at any time. The roster shall include the following:

17.6.1 The seniority roster shall include the following:

- Employee's name
- Each classification held
- Hire date in each classification held
- Hours per day
- ESSA compliance
- Reemployment status: Layoff, demotion, 25-mile rule, and retirement in lieu of layoff

17.6.2 Seniority Roster Verification Process: Annually, the Human Resources Department shall distribute the seniority roster to all bargaining unit members to verify the correctness of their seniority order. It shall be the responsibility of each bargaining unit member to verify the correctness of their seniority in each class in which the employee has served and to notify the Human Resources Department, in writing, of any changes within ten (10) workdays of receipt of the seniority roster.

17.7 BUMPING RIGHTS:

17.7.1 LOWER CLASSIFICATION: An employee laid off from their present class may bump into the next lowest class in which the employee has greater seniority than other employees in that class based upon their seniority in the lower class plus any higher classes. The employee may continue to bump into lower classes in which they have previously served, to avoid layoff.

17.7.2 HIGHER CLASSIFICATION: An employee laid off from their present class may bump into higher classes in which the employee has served if the employee's length of service in the higher class is greater than an incumbent's length of service in the higher class provided the employee has voluntarily demoted to the lower classification within the past thirty-nine (39) months, and the voluntary demotion was not accepted in lieu of discipline, or within 63 months in cases of demotion in lieu of layoff. However, if the employee who is laid off was involuntarily demoted from the higher class, they shall not have the right to bump into that higher class.

17.7.3 BUMPING OPTIONS: Each employee who is subject to layoff or bumping shall be provided with information about their options prior to making a decision in accordance with 17.7.1 and 17.7.2 above. The information shall include:

- vacancies in each class where the employee holds seniority
- the position held by the least senior employee in each class where the

employee holds seniority providing that they hold more seniority than the least senior employee

- the length of the workday, the work year, and the location, the program and any certifications required for each position on the list

17.7.4 TWENTY-FIVE MILE INCENTIVE PAY: The intent of this incentive is to compensate employees for the costs and inconvenience of commuting to a new position when their 'bumping' options or reemployment options are limited to positions over twenty-five miles away from their current site and to incentivize employees to accept positions that are hard to fill. If an employee accepts and serves in a position that is more than twenty-five (25) miles from their current site, in lieu of layoff, the employee may be eligible for a three hundred dollars (\$300) per month incentive. Eligibility is determined by the following:

17.7.4.1 If an employee accepts and serves in a position which is more than 25-miles from their current site.

If the employee is already receiving the 25-mile incentive and the location of their new position is within 25-miles of the original site that triggered the incentive the employee will no longer be eligible.

17.7.4.2 For each full or partial month (at least one day) that the employee was assigned and worked in the new qualifying position, the employee will receive the full incentive. If an employee does not work at least one day in any month, the incentive will not be paid for that month.

17.7.4.3 If an employee is subsequently laid off or bumped and continues working 25 or more miles away, and there were no bumping options within 25 miles that are equal to or better than their former position, the employee shall continue to be paid the incentive. If the employee voluntarily chooses to remain working over 25 miles or more away, they shall no longer receive the incentive.

17.7.4.4 Following layoff and acceptance of a position over 25 miles or more away, if an employee voluntarily transfers or is involuntarily transferred to a position in the same classification and remains 25 or more miles away, the employee shall continue to be paid the incentive.

17.7.4.5 If an employee changes classifications and remains working more than 25 or more miles away, the employee

shall no longer receive the incentive.

17.7.4.6 If an employee is offered an opportunity to be reemployed into a position that is equal to or better than their position at the time of layoff and that is within 25 miles, and they decline the offer, the employee shall no longer receive the incentive.

17.7.4.7 The incentive shall also be paid for Extended School Year (ESY) assignments.

17.7.4.8 Distance shall be measured using a commonly accepted mapping resource.

17.7.5 BUMPING ORDER: When more than one classification is affected by the elimination of positions which results in a layoff of classified employees, the order of bumping shall be as follows:

17.7.5.1 The employee who is subject to layoff who has the most seniority in the highest classification (based on salary level) of those affected shall be given the first opportunity to make their decision in seniority order. The remaining employees subject to layoff shall be given their opportunity to select based on descending seniority order, from the highest classification to the lowest.

17.7.5.2 In a layoff of five (5) or more employees in the same classification, the Human Resources Department will call a meeting of the affected employees and the CSEA President/Designee before the effective date of layoff at which affected employees will indicate their decision. Employees may attend the meeting in person, telephonically, or through a proxy designated in writing.

17.7.5.3 In a layoff of fewer than five (5) employees in the same classification, the Human Resources Department shall provide a Layoff Option List, by mail and email to the affected employees and the CSEA President/Designee, which includes the employees' bumping options with the notice of layoff. Employees shall either return their completed Layoff Option List form to the Human Resources Department indicating their selection in preference order or contact Human Resources, by email or by telephone to indicate their selection(s), within ten (10) workdays of receipt of the Layoff Option List. Failure to return the Layoff Option List

Form or contact the Human Resources department within ten (10) workdays shall be construed as a waiver of bumping rights and that employee shall be placed on the reemployment list.

17.7.6 OTHER OPTIONS: If an employee receiving a layoff notice has no bumping rights, then the employee may apply and shall be given preference to any vacancy for which they are well qualified before MCOE may hire from outside. "Well qualified" shall be based upon MCOE's regular hiring criteria for the classification in which the vacancy exists.

17.8 LAYOFF IN LIEU OF BUMPING: An employee who elects a layoff in lieu of bumping maintains their reemployment rights under this Agreement.

17.9 RETIREMENT IN LIEU OF LAYOFF:

17.9.1 Notwithstanding any other provision of law, any person who was subject to being or was, in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employee's Retirement System (CalPERS) shall be placed on an appropriate reemployment list and shall maintain their reemployment rights under this Agreement. The Superintendent/Designee shall notify the California Public Employees Retirement System (CalPERS) of the fact that retirement was due to layoff for lack of funds or lack of work. If the employee is subsequently made an offer of reemployment and accepts in writing the appropriate vacant position, the Superintendent/Designee shall maintain the vacancy until CalPERS has properly processed the request for reinstatement from retirement (Ed. Code 45115).

17.9.2 Any employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to their former position, will be deemed to be permanently retired. If the offer(s) of reemployment is not equal to their former position, then a declination does not count.

17.9.3 Any election to retire after being placed on a reemployment list will be retired in lieu of layoff within the meaning of 17.9.1 above.

17.9.4 Any employee who elects to retire from MCOE in lieu of a layoff who has previously retired and received an Early Retirement Incentive under section 9.2 of this Agreement shall not be eligible for another Early Retirement Incentive under section 9.2.

17.10 VOLUNTARY LAYOFF: An employee may elect to be laid off and placed on the 39-month reemployment list in lieu of the most senior employee in the same

classification who has received a layoff notice. The employee who elects to be laid off shall notify MCOE in writing no less than two (2) weeks prior to the effective date of the layoff of the original employee. The voluntary employee's last workday shall be the same date as the employee who received the notice of layoff. The voluntarily laid off employee shall have all the rights and benefits that are provided in this Article for laid off employees except for bumping rights. If more than one employee elects to be laid off, seniority shall determine the selection. MCOE shall notify CSEA in the event that an employee so elects.

17.11 REEMPLOYMENT RIGHTS:

17.11.1 Laid off employees are eligible for reemployment in the classification from which they are laid off for a thirty-nine (39) month period and shall be reemployed in seniority order by classification. Their reemployment shall take precedence over any other type of employment defined in this agreement.

17.11.2 VOLUNTARY DEMOTION: At the time of layoff, employees who accept a position in a lower classification than the classification held at the time of layoff or a position with fewer hours, fewer workdays, or which is over twenty-five (25) miles away as defined in Section 17.7.4 shall retain their original thirty-nine (39) month rights plus have an additional twenty-four (24) months of reemployment rights.

17.11.3 If an employee on the 39-month reemployment list returns to work in a previously held classification which is lower than that held at the time of layoff or has fewer hours or days, they shall retain the balance of the original 39-months of rehire rights, plus an additional twenty-four (24) months to the classification from which they were laid off.

17.12 OFFER OF REEMPLOYMENT:

17.12.1 Employees who are laid off and are subsequently eligible for reemployment shall be notified by the Human Resources Department of a vacancy in the classification from which they were laid off. Such notice shall be given by telephone and confirmed by either personal email if known, or in writing by U.S. mail to the last address given to MCOE by the employee. An employee who accepted a position in lieu of layoff and is continuing to work in an MCOE position shall also be notified by MCOE email. A copy of all notices shall be sent to CSEA by MCOE. Compliance with this section 17.12 shall relieve MCOE of its notification responsibilities.

17.12.2 An employee shall notify the Human Resources Department of their

intent to accept or refuse reemployment within two (2) calendar days of contact by MCOE by telephone or email or within five (5) calendar days of MCOE posting the reemployment offer in the U.S. mail. MCOE shall provide a written confirmation to the employee following the employee's decision.

17.12.3 REJECTION OF REEMPLOYMENT OFFER: Upon two (2) rejections of offers of reemployment that would make an employee whole, the employee's name shall be removed from the 39-month reemployment list. A rejection of an offer of reemployment in a position of fewer hours than held at the time of layoff or to a position which is over twenty-five (25) miles away as defined in Section 17.7.4 shall not constitute a rejection.

17.12.4 ACCEPTANCE OF REEMPLOYMENT OFFER: An employee who accepts a reemployment offer shall return to work within ten (10) workdays of accepting the position, unless granted additional time by Human Resources for unusual circumstances.

17.12.4.1 If the employee accepts a reemployment offer for a position with fewer hours, fewer work days or which is over twenty-five (25) miles away as defined in Section 17.7.4 they shall retain the balance of the original sixty-three (63) months of reemployment rights.

17.12.4.2 If an employee accepts reemployment that is equal to or better than the position held at the time of layoff, the employee shall be deemed to be whole and removed from the reemployment list.

17.13 PROMOTION AND OTHER VACANCIES: Employees on the reemployment list shall be notified of all vacancies by email, using the last known email address provided by the employee. Laid off employees shall have the right to apply for promotional positions and other vacancies within the filing period of the vacancy specified in the promotion procedures article of this agreement and shall be considered an internal applicant.

17.14 SENIORITY DURING INVOLUNTARY UNPAID STATUS: The laid off employee will return to work with all accrued seniority, including seniority accrued during the laid off period.

17.15 INCORRECT LAYOFF: Any employee who is incorrectly laid off shall be reinstated as soon as possible and have all wages and benefits paid back to the date on which the employee was incorrectly laid off. If an employee is incorrectly bypassed in the rehire process, they shall be moved to the top of

the reemployment list and offered the first position for which they are qualified (well qualified if the first position is a vacancy in a classification not previously held). The employee shall also be paid back for all lost wages and benefits from the date on which they should have been re-employed.

17.16 EMPLOYMENT INTO A LATERAL CLASSIFICATION AND PROBATION: An employee on the reemployment list who applies for and is employed in a lateral classification shall serve a probationary period of three (3) calendar months from the employee's original date of hire in the new classification. If the employee is released or chooses to be released during the probationary period, they shall be reinstated on the reemployment list for the remaining portion of the 39/63-month reemployment period for the classification from which they were laid off.

17.17 EMPLOYMENT IN A LOWER CLASSIFICATION AND PROBATION: An employee on the reemployment list who applies for and is employed in a lower classification in which they have not previously served shall serve a probationary period of three (3) calendar months of service in the new classification. If the employee is released, or chooses to be released, during the probationary period, they shall be reinstated on the reemployment list for the remaining portion of the 39/63-month reemployment period for the classification from which they were laid off.

ARTICLE 18 GRIEVANCE PROCEDURES

18.1 PURPOSE: The purpose of this Article is to provide a procedure for the County Superintendent of Schools and their employees to reach solutions to alleged violations of this agreement.

It is the intent of this procedure to provide a straightforward and easily understood means for solutions to alleged violations of the Agreement at the lowest possible administrative level, and as fairly and expeditiously as possible.

18.2 DEFINITIONS: A GRIEVANCE is defined as any complaint of an employee, or CSEA involving the interpretation, application, or alleged violation of this Agreement or a violation, application or interpretation of any law, MCOE policy, rule, regulation, or practice. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage an informal and confidential atmosphere as is possible in the resolution of grievances.

18.2.1 Employee: Employee shall mean any classified employee hired by

MCOE to perform services, either full or part-time.

- 18.2.2 Grievant:** Either CSEA when bringing a grievance on behalf of an individual or a group of employees ("Multiple Grievants"), or an employee(s) covered by this Agreement who claims that they have been directly and adversely affected.
- 18.2.3 Days:** A Day in this grievance procedure shall mean days that the MCOE main office is open for business, excepting Saturdays, Sundays, or official holidays.
- 18.2.4 Immediate Supervisor:** Immediate Supervisor is that employee possessing that degree of administrative authority next in rank above any grievant.
- 18.2.5 Parties and Interests:** Any persons involved in the processing of the grievance.
- 18.2.6 Grievance Witness:** MCOE shall make available for testimony in connection with the grievance procedure any MCOE employee whose appearance is requested by the grievant or CSEA. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.
- 18.2.7 Grievance Processing During Regular Working Hours:** The grievant(s) and the CSEA Representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.
- 18.2.8 Separate Grievance File:** All materials concerning a grievance shall be kept in a file separate from any employee's personnel file. This file shall be available for inspection only by the grievant(s), the CSEA Representative and those management, supervisory and confidential employees directly involved in the grievance procedure.
- 18.2.9 Grievance Forms:** The form for filing grievances and replying to such grievances and all other necessary documents will be made available to all employees upon request so as to facilitate operations of the grievance procedure. (See Appendix J)

18.3 PROCEDURE:

- 18.3.1 Informal Discussion Level:** Within ten (10) days of the occurrence of the event upon which a grievance is based or within ten (10) days from when the grievant(s) should have reasonably known that a grievance occurred, the grievant may have an informal discussion with their

immediate supervisor to resolve the grievance or the grievance shall be null and void.

18.3.1.1. A grievance shall first be discussed by the grievant informally at least once with their immediate supervisor before the Level I procedure is used.

18.3.1.2 When CSEA is the grievant, "immediate supervisor" shall be defined as the supervisor that supervises the majority of the affected employees and CSEA shall meet with that supervisor.

18.3.1.3 The immediate supervisor shall have ten (10) days to respond after the informal discussion.

18.3.2 Level I: Formal

In the event the grievance is not resolved informally, a formal grievance may be filed by the grievant with the supervisor who participated in the informal discussion, in writing on the prescribed form, and signed by the grievant(s). Such grievance shall be filed within ten (10) days of the date that the immediate supervisor responded to the grievant following the informal discussion, or the grievance shall be null and void.

18.3.2.1 Within ten (10) days after the grievance is filed, the Supervisor who received the Level I grievance will state their decision in writing to the grievant(s) and any other appropriate parties.

18.3.3 Level II: (Appeal of Level I Decision)

18.3.3.1 Within ten (10) days of receiving the Level I decision, the grievant(s) may appeal the Level I decision to the respondent's immediate supervisor. The appeal shall be in writing on the prescribed form and signed by the grievant(s). The supervisor receiving the appeal shall try to resolve the grievance.

18.3.3.2 The Level II decision shall be submitted in writing on the prescribed form within ten (10) days of receipt of the appeal. Failure to file the appeal within ten (10) days shall be construed as acceptance at the decision at this level. If the grievance is not resolved at Level II, an appeal at Level III may be made.

18.3.4 Level III: (Appeal of Level II Decision)

18.3.4.1 If the grievance is not resolved at Level II, an appeal may be filed with the County Superintendent within ten (10) days of receiving the Level II decision. Failure to file the appeal within ten (10) days shall be construed as acceptance at the decision at this level.

18.3.4.2 The appeal shall be in writing on the prescribed form, be signed by the grievant(s), and include all written documents concerning the grievance, in addition to other written evidence of a mitigating nature submitted by the grievant.

18.3.4.3 The Superintendent may choose to:

18.3.4.3.1 Review all written decisions and minutes of previous meetings and issue a written decision within ten (10) days to all parties concerned.

OR

18.3.4.3.2 Conduct a hearing with all persons who participated through Level II and issue a written statement to all parties within ten (10) days.

18.3.4.4 The decision by the County Superintendent shall be final except for any appeal procedure permitted by law and except where proper redress may be sought through the courts should the grievant so choose.

18.3.5 Alternate Level III: As an alternative to an appeal to the Superintendent, a request for advisory arbitration may be filed with the Superintendent.

18.3.5.1 The State Conciliation and Mediation Service shall be requested to provide a list of five (5) names of individuals who will act as an advisory arbitrator. If no one on the list can be mutually agreed to, names shall be alternately stricken by each party with a coin toss determining which party strikes first. The remaining name shall be the arbitrator.

18.3.5.2 After a hearing, the arbitrator shall issue an advisory decision to the Superintendent and CSEA.

18.3.5.3 The County Superintendent shall render a final decision after

considering the arbitrator's advisory decision.

18.4 GENERAL:

- 18.4.1 Timelines:** It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement of the grievant(s) and the supervisor to whom the appeal is made at each level in writing.
- 18.4.2** Failure to appeal a decision within the specified time limits or agreed-to timeline extensions shall be deemed an acceptance of the decision at that Level. Failure by a supervisor to respond in a timely manner shall result in the grievance advancing to the next level in the grievance process.
- 18.4.3 Multiple Grievants:** If the same alleged grievance or substantially the same alleged grievance is made by more than one employee against the same manager, only CSEA or one employee on behalf of self and the other grievants may process the grievance. Names of all grievants shall appear on all documents related to the settlement of the grievance.
- 18.4.4 Representation:** CSEA shall have the exclusive right to represent bargaining unit employees in the grievance procedure. The parties must indicate to the other who their representative will be at the meeting or hearing at least two (2) days in advance.
- 18.4.5 Decisions:** All decisions rendered at all levels of the grievance procedure, following the informal, shall be in writing, stating both the decisions, the reasons therefore, and shall be transmitted promptly to all parties and interests except at the informal discussion level.
- 18.4.6 Meetings:** All meetings and hearings under this procedure shall be conducted in private and shall include only such interested parties and their designated representatives heretofore referred to in this article.
- 18.4.7 Reprisals:** No reprisals of any kind shall be taken by MCOE against any grievant, any representative or any other participant in the grievance procedure by reason of such participation.
- 18.4.8 Withdrawals:** A grievant may withdraw a grievance at any time. A withdrawn grievance may not be reopened by the same grievant.

19.1 DEFINITIONS:

19.1.1 Regular Driver: A Bus Driver who is certified as a California School Bus Driver and who is assigned a regular daily route.

19.1.2 Bus Driver Cadet: An employee participating in MCOE training to become certified as a School Bus Driver.

19.1.3 Route: A regularly scheduled driving assignment, which may consist of one or more runs. A regular bus driving assignment is any assignment intended to occur on a daily or regular intermittent basis. All of the following shall be assigned to regular routes; however, an individual driver's regular route might not include all of the categories listed.

19.1.3.1 Morning runs: home-to-school-to-home (or park outs) that are regularly scheduled.

19.1.3.2 Mid-day runs: runs regularly scheduled between morning runs and afternoon runs.

19.1.3.3 Afternoon runs: runs regularly scheduled to last beyond 1:00 PM.

19.1.3.4 Lunch runs: runs regularly scheduled to pick up and deliver lunches from cafeterias to schools.

19.1.3.5 Intermittent runs: any run, which is scheduled regularly at least one day but less than five days per week, including but not limited to Vocational Education.

19.1.4 Assignments Other than Routes:

19.1.4.1 Extra Work Assignment: Extra work is any work or driving assignment other than a Bus Driver's assigned bus route or field trip assignment including but not limited to driving all or part of another Bus Driver's route in their absence, washing and fueling buses.

19.1.4.2 Field Trip Assignment: A field trip assignment is any trip that is formally requested using the "Request for Transportation" form.

19.1.4.3 Shuttle Service Assignment: Shuttle Service is a regularly

scheduled service provided under an agreement between MCOE and an outside agency.

19.2 HOURS AND ACCRUALS:

19.2.1 A full-time Bus Driver position shall be eight (8) hours per day, 183 days per school year. Pay for Bus Drivers shall be based on eight (8) hours per day. Additional hours shall be paid based upon timesheets. All Bus Drivers who are currently employed by MCOE as of April 22, 2019, shall be deemed full time and work no less than eight (8) hours per day. MCOE reserves the right to employ part-time Bus Drivers beginning 7-1-19, based upon the needs of the program who will be assigned a fixed and regular number of hours.

19.2.2 Sick leave, vacation, personal necessity, personal observance, doctor appointment, and holidays shall be based upon an (8) hour workday for full time drivers. Leaves for part-time drivers shall be prorated based upon their regular assignment.

19.3 ASSIGNMENT OF ROUTES AND BUMPING:

19.3.1 Before the start of each summer and fall session, a meeting will be held for the purpose of offering each Bus Driver an opportunity to select a route on the basis of hire date seniority.

19.3.2 Routes consisting of categories defined in 19.1.3 shall be posted no less than two (2) days prior to route selection in the Transportation Office. Runs will be assigned to each route by the Transportation Department prior to routes being posted with the intent that a route should not exceed eight hours per day.

19.3.3 Bus Drivers shall be ranked in seniority order and then divided into three (3) groups based upon seniority. Route selection will begin with the most senior Bus Driver in the most senior group. Each driver, in descending seniority order, will be given fifteen (15) minutes to review and select their route.

19.3.4 If a Bus Driver is unable to attend the selection meeting the Bus Driver may attend the meeting telephonically or designate a representative, in writing, to make the selection for them. If a Bus Driver fails to attend the meeting or designate a representative, in writing, the driver will be moved to the end of the selection list.

19.3.5 When there is a change in a full-time Bus Driver's route due to the

addition or elimination of students, MCOE shall either reorganize routes or provide extra work so the Bus Driver is given an eight (8) hour workday. Nor shall the reorganization of routes result in a decrease in time for a part-time Bus Driver.

19.3.6 Any Bus Driver who resides within 25 miles of the routes in Soledad, Greenfield or King City shall have priority to select the route notwithstanding seniority. If one of these routes is not selected then it will be posted for selection by all Bus Drivers.

Bus Drivers who select a Soledad, Greenfield, or King City bus route, or Bus Driver Cadets who are assigned such a route, and who live more than 25 miles from where their assigned bus is staged shall be paid three hundred dollars (\$300) per month for each full or partial month that the employee is assigned and worked (i.e., a ten-month employee would receive ten (10) incentive payments per year). If an employee does not work at least one day in a month, then the stipend shall not be paid for that month. The stipend shall also be paid for ESY assignments. Distance shall be measured using a commonly accepted mapping resource.

19.3.7 MCOE reserves the right to reassign Bus Drivers from their route as a result of incompatibility with parent, student and/or the result of legal action. Drivers affected by such reassignment shall be reassigned following procedures in Sections 19.3.3 and 19.3.4 above except that the only Bus Drivers included in the new route selection process shall be the affected Bus Driver and any Bus Drivers with equal or less seniority. This reassignment shall not result in a workday less than eight (8) hours.

19.3.8 Bus Assignments: Buses shall be assigned based on availability, capacity and any required equipment needed for the route at any time during the year due to program need. A permanent change in bus assignment, following the initial assignment, shall be made with at least a two (2) day notice to the affected Bus Driver(s). If the change in assignment causes a Bus Driver to be assigned to a bus for which they are unfamiliar, they shall be provided training in the bus for at least one (1) hour in paid status to provide familiarity with the bus.

19.4 FIELD TRIP ASSIGNMENTS:

19.4.1 Field trips take place in addition to regularly assigned routes and may take place on a straight or overtime basis. Field trip assignments may take place during regular work hours, before or after the regular workday, weekends, holidays, or school break periods.

19.4.2 Field trip assignments shall be distributed and rotated on the basis of seniority, availability and geographic location as equally as possible among all eligible Bus Drivers. If a Bus Driver has a confirmed and assigned field trip that must be canceled due to unforeseen reasons, the Bus Driver assigned to said field trip will then be placed next in the rotation for future unassigned field trips.

19.4.3 Drivers must complete the "Transportation Field Trip Interest Form" in order to be eligible for such assignments. The forms shall be due at the beginning of the regular academic year or within (30) days following initial employment of a Bus Driver.

19.4.4 Field trip assignments shall be posted in the transportation office as soon as they are confirmed. The field trip assignment tracking sheet shall be posted in the Transportation Office each time there is a change in rotation or addition or deletion of a field trip.

19.4.5 On non-student days, field trips shall be offered on a rotational basis to eligible Bus Drivers. If all eligible Bus Drivers decline a field trip, the supervisor shall assign the least senior qualified Bus Driver(s). If the least senior Bus Driver is not available to drive for any of the reasons detailed under Article 14, the Supervisor may assign the trips to any eligible Bus Driver to drive the trip. Mandatory field trips shall be assigned on a rotational basis starting with the least senior.

19.4.6 STAND-BY TIME: Bus Drivers assigned to drive field trips, including but not limited to athletic events, field trips, and curricular trips, who are required to remain on stand-by for the duration of the event for which the trip is made, shall be paid for all standby hours, exclusive of a thirty (30) minute lunch period if that lunch period would regularly fall within the standby time, at their regular rate of pay, or at the overtime rate, whichever is applicable in accordance with the number of hours worked that day, including the standby time.

19.5 EXTRA WORK ASSIGNMENTS: Extra work assignments shall be assigned to Bus Drivers and Bus Driver Cadets on a reasonable and equitable basis. The assignment of extra work shall be made according to criteria in order as follows:

19.5.1 Assignments that would regularly increase a work assignment to more than eight (8) hours shall be offered by seniority.

19.5.2 Bus Drivers who can complete the extra work assignment within their current regular assignment, schedule, and geographical region.

19.5.3 Certification for the vehicle required for the assignment.

19.6 SHUTTLE SERVICE ASSIGNMENTS: Shuttle services shall be assigned in the same manner as Extra Work Assignments in Section 9.5 above.

19.7 VEHICLE UNAVAILABILITY: Whenever, as a result of the unavailability of appropriate MCOE vehicles, due to mechanical or other malfunctions, a Bus Driver or Bus Driver Cadet regularly scheduled to work is unable to work, they shall receive the pay they would have received had they worked that day. Drivers will be on call for the duration of their day for substitute work or other assigned duties, provided the vehicle is accessible and available for work.

19.8 RELIEF ROUTE DRIVER:

19.8.1 A Relief Route Driver will be one of the options in the route selection process.

19.8.2 The Bus Driver who selects the relief route will be considered a full time Bus Driver.

19.8.3 The Bus Driver who selects the relief route will be responsible for learning all routes and, when needed, will substitute for regular drivers on any route.

19.9 LICENSING/CERTIFICATE REQUIREMENTS: All Bus Drivers shall be certified and licensed to drive a school bus as a condition of initial employment and shall be required to maintain such licenses as a condition of continued employment.

19.9.1 It is the Bus Driver's responsibility to complete required training hours for certification/recertification. The Transportation Manager shall post training sessions (classroom and in-service) in the transportation office at least thirty (30) days prior to the session. No offsite training (classroom and in-service) resulting in overtime will be allowed without prior written approval from the Transportation Manager.

19.9.2 Bus Drivers shall be paid for the required classroom instruction, behind-the-wheel and in-service training during each 12-months of certificate validity, per California Education Code 40085.

19.9.3 Travel time to and from MCOE required in-service training will be paid by MCOE.

19.10 BUS DRIVER CADET TRAINING PROGRAM: Employees who are hired as a Bus Driver Cadet shall be required to enter a school Bus Driver training program

as follows:

19.10.1 MCOE shall provide a school Bus Driver training program for employees who are hired into positions that require a School Bus Driver Certificate. The employees are required to earn and maintain a valid certificate as a condition of employment.

19.10.2 Employees shall have six (6) months from their first date of hire as a Bus Driver Cadet to become fully licensed and eligible to drive a school bus. This six (6) month period coincides with a Bus Driver Cadet new employee probationary period.

The probationary period may only be extended by agreement between CSEA and MCOE for no more than an additional six (6) months. An employee who does not become fully licensed within the probationary period shall be subject to dismissal for no cause.

19.10.2.1 A classified employee already employed by MCOE who becomes a Cadet Bus Driver shall serve a 130-workday promotional probationary period in the new position. This probationary period coincides with a typical School Bus Driver training/certification timeline. With agreement between MCOE and CSEA, the promotional probationary period may be extended in order to complete the certification process for up to an additional 50 days.

19.10.3 Upon receipt of valid certification as a fully trained and licensed Bus Driver, the Bus Driver Cadet shall be reclassified to Bus Driver and shall be advanced on the salary schedule to the pay level of a Bus Driver and shall serve a six (6) month probationary period as a Bus Driver with no reversionary rights to the Bus Driver Cadet position.

19.10.4 Upon completion of six (6) months of service as a fully trained and licensed Bus Driver, the former Bus Driver Cadet shall be reimbursed for expenses as defined in Sections 19.11.2 – 19.11.7 below.

19.10.5. Driving Assignments while in Training:

19.10.5.1 Bus Driver Cadets shall be employed for at least six (6) hours per day. The work year shall be no less than 183 days per year.

19.10.5.2 Bus Driver Cadets shall be assigned to drive a van. They may also be assigned to drive Shuttle Service assignments or runs that are not otherwise a part of a regular route.

19.11 REIMBURSED EXPENSES: MCOE shall pay or reimburse employees for the following expenses when such expenses are required to maintain employment status. If MCOE provides the class or services to employees on paid time, the employee will not be reimbursed for the expenses. In addition, MCOE shall reimburse drivers for costs incurred due to a change in the law.

19.11.1 A Bus Driver who began their employment with MCOE as a substitute Bus Driver and has been continuously employed by MCOE for a minimum of one (1) year shall be reimbursed for the cost of their California School Bus Driver's Certificate and physical examination.

19.11.2 The fee for a first aid class to maintain a current First Aid Certificate.

19.11.3. The fee for a (TB) Tuberculosis test.

19.11.4. The tuition and material fees for the classroom instruction hours required by law to renew a California School Bus Driver's Certificate.

19.11.5. The fee to renew a California School Bus Driver's Certificate.

19.11.6. The expense of a physical examination required by law for School Bus Drivers.

19.11.7. The costs incurred due to change of law.

19.11.8. Bus Drivers and Bus Driver Cadets shall be offered an MCOE cell phone for use in the course of their duties, including but not limited to GPS, communication with parents, and communication with the Transportation Department. In the event that a Bus Driver refuses the offered MCOE cell phone, the driver shall not be provided the monthly stipend detailed in MCOE regulation and policy. If MCOE cell phones are not provided to Drivers and MCOE requires Drivers to use a cell phone for GPS and communication, the Drivers shall be provided the monthly MCOE stipend for use of their personal cell phones.

19.12 RECOGNITIONS: The department may establish such programs and procedures as driver-of-the-month, driver-of-the-year, safety awards, accident-free awards, etc. Resources and non-members may be utilized to provide information and assistance.

19.13 DRUG AND ALCOHOL TESTING FOR SAFETY SENSITIVE POSITIONS:

19.13.1 The provisions of the Transportation Employee Testing Act of 1991, its

accompanying regulations and this contract language shall apply to all employees who provide safety sensitive functions for MCOE. Covered employees are required by MCOE to possess a Commercial Driver's License (Class A or B) to do their jobs. This includes applicants for jobs with MCOE that require the possession of a Commercial Driver's License, casual, intermittent or occasional drivers as well as full-time, regularly employed drivers who operate a commercial motor vehicle, including any vehicle designed to transport 10 passengers or more, including the driver. A safety sensitive function is defined as all on-duty functions performed from the time an employee begins work or is required to be ready to work until they are relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other safety-sensitive work for MCOE. Employees who transport students in a county vehicle and whose primary role is not the transportation of students, may voluntarily elect to participate in this program.

19.13.2 Notification to Covered Employees: Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of MCOE's policy and administrative regulations for meeting these requirements and shall be required to sign a certificate of receipt certifying that they have received a copy. Before any driver operates a commercial motor vehicle, MCOE shall provide them with post-accident procedures that shall make it possible to comply with post-accident testing requirements. MCOE shall provide training about the effects and consequences of the misuse of alcohol and controlled substances on personal health, general safety, and the work environment.

19.13.3 Required Testing:

19.13.3.1 Federal regulation requires pre-employment testing, random testing, testing in cases of reasonable suspicion, post-accident testing, return to duty testing, and follow-up tests. No covered employee shall refuse to submit to any of the required tests for the following substances which are specified in the law and are prohibited:

- Amphetamines and Methamphetamines
- Cocaine
- Cannabinoids (THC / Marijuana)
- Phencyclidine (PCP)

- Opiates
- Alcohol

19.13.3.2 The Superintendent or designee shall contract for collection and testing services and shall ensure that testing procedures and facilities used for the tests conform to the requirements of the Code of Federal Regulations, Title 49, Part 40, to ensure appropriate chain of custody and confidentiality of results.

19.13.4 Costs of Required Testing: MCOE shall pay for pre-employment tests and for required testing including re-testing, return-to-duty testing, post accident testing, or follow-up testing. Should retesting or follow-up testing produce positive results, the employee shall be responsible for reimbursement/payment. Testing shall be conducted on paid time. No covered employee shall be required to test while on approved leave.

19.13.5 Pre-Employment Tests:

19.13.5.1 A pre-employment drug test shall be required of an applicant only after they have been offered a position in a classification that requires a school bus driver certificate.

19.13.5.2 Drug tests shall be conducted before the first time a driver performs any safety-sensitive function for MCOE. Exceptions may be made for drivers who have participated in the drug-testing program required by law within the previous 30 days, provided that MCOE has been able to make all verifications required by law.

19.13.6 Random Tests:

19.13.6.1 Alcohol and drug tests shall be conducted on a random basis at unannounced times and spread reasonably throughout the year. The number of random alcohol and drug tests shall be at least equal to those required by federal regulations. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made. Tests for alcohol shall be conducted just before, during or just after the performance of safety-sensitive functions.

19.13.6.2 Employees expected to be off work due to leaves, vacation, or layoffs longer than two quarterly selection periods (6 months) shall be removed from the random testing pool as

defined by MCOE's testing provider. Employees removed from the random testing period due to more than a six (6) month absence shall be notified prior to removal from the random testing pool.

19.13.7 Reasonable Suspicion Tests

- 19.13.7.1** An alcohol or drug test shall be conducted if a supervisor or MCOE official trained in accordance with law has reasonable suspicion that a driver has violated alcohol or drug prohibitions. This reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances.
- 19.13.7.2** Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the workday when the driver must comply with alcohol prohibitions. The person who determines that reasonable suspicion exists to conduct such a test may not conduct an alcohol test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, MCOE shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours.
- 19.13.7.3** A supervisor or MCOE official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of their observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
- 19.13.7.4** The supervisor or MCOE official shall inform the employee of the facts upon which the reasonable suspicion is based, advise the employee that the supervisor wishes to question the employee about the employee's behavior or conduct on which the reasonable suspicion is based, and advise the employee that they have the right to request a union representative before answering the supervisor's questions. If the employee chooses to be represented, the union representative will be allowed up to one-half (1/2) hour to arrive. If no union representative is available within one-half (1/2) hour, the supervisor shall continue the procedure.

19.13.7.5 Drivers who are tested for controlled substances under Reasonable Suspicion may be assigned to alternate duties to the extent such duties are available and if the employee is able to perform them, pending the results of the test. If, in MCOE's opinion, alternate duties are not available or if the employee is not able to perform duties which are available or is, in the supervisor's judgment, a safety risk to the employee or to others or is disrupting the workplace, the employee will be placed on appropriate leave.

19.13.7.6 The Superintendent/Designee shall ensure that a driver under reasonable suspicion is transported to the designated collection or testing site.

19.13.8 Post Accident Tests:

19.13.8.1 Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

- Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life
- Who receives a citation under state or local law for a moving traffic violation arising from the accident
- Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved a serious medical injury
- Whose performance cannot be excluded as a contributing factor based on information available at the time of the accident

19.13.8.2 Drivers shall make themselves readily available for testing, absent the need for immediate medical attention.

19.13.8.3 No such driver shall use alcohol for eight hours after the accident, or until after they undergoes a post-accident alcohol test, whichever occurs first.

19.13.8.4 If an alcohol test is not administered within two hours of the accident or if a drug test is not administered within 32 hours, MCOE shall prepare and maintain records explaining why the test was not conducted. Tests shall not be given if not administered within eight hours after the accident for

alcohol or within 32 hours for drugs.

19.13.8.5 Tests conducted by authorized federal, state or local officials shall fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by MCOE. Breath tests shall validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations.

19.13.9 Return to Duty Tests:

19.13.9.1 If a driver who has violated MCOE's drug or alcohol prohibition is returned to performing safety-sensitive duties, a drug or alcohol test shall be conducted. Drivers whose conduct involved drugs shall not return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result. Drivers whose conduct involves alcohol shall not return to duty in a safety-sensitive function until the return-to-duty alcohol test indicates an alcohol concentration of less than 0.01.

19.13.9.2 A Return-to-Duty test shall be required of drivers returning to work after a layoff period if the driver was removed from the random testing pool. If the driver remains in the random testing pool, additional testing shall not be necessary. Drivers shall not be removed from the random testing pool during periods of illness or injury either work related or non-work related, vacation, or other leaves available through the collective bargaining agreement or applicable law.

19.13.9.3 A driver who violates MCOE's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up testing shall consist of at least six tests in the first 12 months following the driver's return to duty. The substance abuse professional may terminate the follow-up testing at any time after the first six tests if they determine that testing is no longer needed. Testing shall not occur beyond sixty (60) months from the date of the driver's return to duty.

19.13.10 Enforcement and Effects of Positive Test:

- 19.13.10.1** Any driver who refuses to submit to a post-accident, random, reasonable suspicion test, or to a follow-up test, shall not perform or continue to perform safety-sensitive functions. Therefore, any driver who so refuses shall be immediately suspended and subjected to disciplinary action, up to and including dismissal.
- 19.13.10.2** A driver who is tested and found to have an alcohol concentration of 0.01 or greater but less than .04 may not perform or continue to perform safety-sensitive functions including driving a commercial motor vehicle until the start of the driver's next regularly scheduled duty period, but not less than 24 hours after the test was administered. Except that drivers who test positive for alcohol with an alcohol concentration of 0.01 through 0.02, shall be provided with alternate duties to perform, to the extent such duties are available and if the employee is able to perform them, during the time the employee is prohibited from performing safety-sensitive functions. If, in MCOE's opinion, alternate duties are not available, or if the employee is not able to perform duties which are available, the driver shall be placed on sick leave and escorted home.
- 19.13.10.3** A driver who tests positive for drugs or is found to have an alcohol concentration of 0.04 or greater shall be subject to disciplinary action up to and including dismissal and shall be placed on sick leave until the driver is again permitted to perform safety-sensitive functions, or is terminated. A driver who tests positive for alcohol (0.01 or above) or any other controlled substance shall not be permitted to drive home or elsewhere in any vehicle. MCOE shall offer assistance in this circumstance. A driver shall not perform a safety-sensitive function until the driver has submitted to a return-to-duty alcohol test of less than 0.01.
- 19.13.10.4** Drivers who test positive for controlled substances and request split specimen testing shall be offered non-safety-sensitive work or placed on leave until the Medical Review Officer advises MCOE that the positive should be changed to negative, or until the driver is again permitted to perform safety-sensitive functions, or is terminated. In either case, the driver shall not perform a safety-sensitive function until the they have submitted to a return-to-duty

test with a verified negative result.

19.13.10.5 A driver who violates MCOE prohibitions related to drugs and alcohol shall receive from MCOE the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The driver shall be evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in resolving such a problem. Any substance abuse professional who determines that a driver needs assistance shall not refer the driver to a private practice, person or organization in which they have a financial interest, except under circumstances allowed by law. A driver identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that they have properly followed the prescribed rehabilitation program.

19.13.10.6 Drivers who are tested for controlled substances under Reasonable Suspicion shall be assigned to alternate duties to the extent such duties are available and if the Driver is able to perform them, pending the results of the test. If, in MCOE's opinion, alternative duties are not available or if the driver is not able to perform duties which are available or is, in the supervisor's judgment, a safety risk or is disrupting the workplace, the Driver shall be placed on leave and escorted home.

19.13.10.7 Nothing in this program is intended to require MCOE to place a driver on leave in lieu of exercising disciplinary action.

19.13.11 Maintenance of Records: Drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any records pertaining to their use of drugs or alcohol, including any records pertaining to their drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver.

19.13.12 Voluntary Intervention: Prior to receiving notice of testing, any covered employee who feels they have an alcohol or drug abuse problem may request intervention through MCOE and they shall be

granted a leave of absence, either paid or unpaid, to enter a treatment program upon verification of such problem by a medical doctor or other substance abuse professional. The employee may use accumulated and extended illness leave, vacation, or any other state or federal entitlements. MCOE shall work with the Substance Abuse Professional to develop a work schedule and/or leave plan that shall enable the employee to complete recommended treatment programs with minimal disruption to MCOE. The Substance Abuse Professional as necessitated by the prescribed treatment program shall determine the duration of the leave.

**ARTICLE 20
SAFETY**

- 20.1** The MCOE shall comply with all safety requirements imposed by proper authority in assuming the responsibility for the safety of MCOE employees while they are on and in the facilities provided in the operation of the MCOE.
- 20.2** Employees shall not be required to work under unsafe conditions or to perform tasks, which endanger their health or safety. Employees who feel they are being required to work under unsafe conditions or to perform tasks, which endanger their health or safety, will report such conditions to their immediate supervisor and in writing to the Superintendent/Designee, who is authorized to take corrective action.
- 20.3 SAFETY COMMITTEE:** Three (3) CSEA appointed members shall be on the safety committee.
- 20.4 SAFETY EQUIPMENT:** Should the duties of an employee require the use of any equipment or gear to ensure the safety of the employee or others as determined by MCOE, MCOE agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.
- 20.5 NO DISCRIMINATION:** No employee will be discriminated against as a result of reporting a condition believed to be unsafe.
- 20.6 NON-SMOKING POLICY:** There shall be no smoking on any property or facility where MCOE employees are assigned or in any MCOE vehicle.

**ARTICLE 21
PROFESSIONAL GROWTH**

21.1 ELIGIBILITY:

- 21.1.1** All four (4) hour or more permanent classified employees (including MESRP) are eligible candidates for Professional Growth Program.
- 21.1.2** An employee who is approved for an unpaid leave of absence to attend school may apply units earned during the leave if the coursework was pre- approved prior to the leave.
- 21.1.3** When an employee moves from one position to another position within MCOE, while participating in the professional growth program, the professional growth review committee may approve a professional growth application which includes coursework/activities related to the new position.
- 21.1.4** Courses must be job-related or clearly related to a career path leading to upward mobility within MCOE.
- 21.1.5** Coursework that is not related to an employee's current job must be part of an approved course of study leading to an advanced degree or certificate that would qualify an individual for another career within MCOE. The course of study requirements from an accredited college or institution of higher learning must be provided to MCOE for approval.

21.2 PROFESSIONAL GROWTH COMMITTEE:

- 21.2.1 Composition:** A Professional Growth Committee shall be established and comprised of six (6) members, three (3) appointed by CSEA and three (3) appointed by MCOE.
- 21.2.2 Release Time:** Any classified employee serving on this committee shall be granted release time.
- 21.2.3 Responsibilities:**
 - 21.2.3.1** The committee shall review and either approve or deny all applications for participation in the Professional Growth Program prior to commencement of any coursework by the employee. The committee may assist employees to ensure that application paperwork is appropriate. The committee shall convene and consider all such applications on a monthly basis.
 - 21.2.3.2** The committee shall review and either certify or deny all

records documenting the employee's completed coursework. The committee shall convene and consider all such requests at the monthly meetings.

21.3 APPLICATION TO PARTICIPATE:

Prior to commencing professional growth activities, the employee shall submit an application to the Professional Growth Committee and receive approval. The application must include information why each course or activity relates to the employee's current position or career path leading to upward mobility within MCOE. Employees preparing for an unpaid leave of absence for educational purposes are required to follow this procedure prior to taking the leave.

21.4 COURSEWORK: Professional growth credit may be earned through participation in any of the following categories of activity:

21.4.1 Coursework at a community college, university, adult education courses, accredited distance learning/online courses and trade schools (including business colleges).

21.4.2 Special activities such as educational conferences and/or institutes attended during times as outlined in section 21.4.3.

21.4.3 Professional Growth credit will be provided for coursework completed on the employee's own time.

21.4.3.1 An employee may use earned vacation, compensatory time, or personal observance to complete coursework. Time off for this purpose is subject to scheduling according to Article 13 and sections 8.9 and 14.2.1.

21.4.3.2 Released time for on-the-job training to participate in MCOE hosted workshops, study/coursework, etc., shall not result in professional growth credit.

21.4.3.3 Courses, workshops, or institutes paid for by MCOE are not eligible for professional growth credit.

21.5 CREDIT ACCUMULATION: Credit will be assigned as follows:

21.5.1 Distance learning/Online courses will be prorated according to semester hours of credits allowed for the course. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

21.5.2 Fifteen (15) hours of continuing education equals one (1) semester unit or one (1) credit toward professional growth.

21.5.3 Credit must be granted at the institution where the coursework is taken in order for the coursework to be eligible for professional growth credit. Therefore, challenged courses may not be eligible.

21.5.4 A grade of "C" or better or "Pass" status when the class is given on a Pass or Fail basis only.

21.5.5 Presentation of a professional certificate from a recognized pre-approved certification program shall suffice as proof of "pass" status.

21.6 CERTIFICATION OF CREDIT:

21.6.1 It is the responsibility of the employee to maintain their own file of report cards, transcripts, proof of hours, or other certification acceptable to the review committee of courses or professional certificates completed. Evidence of attendance (e.g., certificate of completion or signed affidavit of attendance from trainer) at special activities such as workshops and educational conferences is required. When the employee has completed coursework, all records are to be submitted to the Professional Growth Committee for certification.

21.7 PROFESSIONAL GROWTH AWARD:

21.7.1 Effective July 1, 2021, when an employee has completed nine (9) approved credit units, they shall receive a \$600 professional growth award payable on the following June 30. This \$600 award shall be paid annually on June 30 thereafter. The next professional growth award earned shall be payable no less than two years following the date of the previous award and shall also be paid annually on June 30 thereafter, and so forth, until the maximum of four (4) awards is earned.

21.7.2 An employee can only apply a maximum of nine (9) credits within any fiscal year (July 1 through June 30).

21.7.3 In the event an employee completes more than nine (9) units in any fiscal year, the employee may submit the additional units for the next professional growth increment.

21.7.4 If an employee has completed nine (9) units successfully but resigns or is terminated before the award is granted, the employee shall not be entitled to the award. When the laid off employee is rehired within 39

months, their professional growth awards shall be reinstated as though no break in service had occurred.

21.7.5 The maximum number of professional growth awards any employee may receive under this program shall be four (4). Each new award shall be paid annually in addition to previously earned awards (Example: four awards equals \$2,400 annually).

21.8 EMPLOYEE APPEAL PROCESS:

21.8.1 An employee applicant may appeal the decision(s) of the Professional Growth Committee by submitting a letter to the committee within two (2) weeks of receipt of a denial of their application or denial of professional growth credit for coursework. The appeal letter shall include the employee's rationale for the appeal and any substantiating documentation. The employee may request a conference with the committee and the committee may grant such a request. The committee's decision regarding the appeal shall be forwarded, in writing, to the appealing employee within 20 workdays.

21.8.2 If the employee is not satisfied with the committee's decision regarding the appeal, the employee may file a second level appeal with the Chief Human Resources Officer. The employee must file a letter accompanied by all original documentation, the Professional Growth Committee's denial letters and the employee's rationale for the appeal. The employee shall be granted a conference with the Chief Human Resources Officer if so requested. The decision of the Chief Human Resources Officer shall be forwarded to the appealing employee within ten (10) workdays. The decision of the Chief Human Resources Office is final.

21.8.3 Decisions of both the Professional Growth Committee and the Chief Human Resources Officer are not subject to the grievance procedure of this Agreement.

**ARTICLE 22
EVALUATION
PROCEDURES**

22.1 Statement of Purpose: The purposes of the annual performance evaluation process are to promote communication and provide useful feedback about job performance, to facilitate better working relationships, to provide a historical record of performance and to contribute to professional development. In addition, it shall serve as a guide for determining retention of employees and promotions.

22.2 Frequency: The employee shall be evaluated in writing by their responsible supervisor.

22.2.1 Permanent Employees: Permanent employees shall be evaluated annually. Evaluations should be completed as follows:

- Ten (10) & eleven (11) month employees due between March 1st - May 31st
- Twelve (12) month employees due between June 1st - Sept. 30th

Additional evaluations may be made at the discretion of the responsible supervisor or upon the request of the employee.

22.2.1.1 If the employee is not evaluated within the prescribed time frame, and requests a written evaluation, it shall be granted within thirty (30) workdays of the request.

22.2.2 Probationary Employees: Probationary employees shall be evaluated at the end of their first fifty (50) workdays and one hundred (100) workdays of employment respectively. Additional evaluations may be made at the discretion of the responsible supervisor.

22.3 All evaluations shall be on the official MCOE forms. No evaluation of any employee will be placed in the employee's personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based upon information, which is directly observed and/or personally known to an individual. (See Appendix I)

22.4 If an employee receives a less than satisfactory (including less than "meets/exceeds standards" or less than "fair (rating #2)") rating, the evaluation shall include suggested recommendations for improvement.

- 22.5** Employees shall be entitled to review and respond in writing to their evaluation; such response must be received within ten (10) working days in the Human Resources Department and shall be included in the employee's personnel file.
- 22.6** If a staff member disagrees with their evaluation and desires a review of the evaluation, it shall be granted. The request for a review should be made in writing to the Division Head and should contain supporting statements to justify the review. If the Division Head is the evaluator, the request for review should be made to the Chief Human Resources Officer or designee.
- 22.7** Only evaluation procedures, not substance, are subject to the provisions of Article 18. Any questions regarding the content or substance of an evaluation shall be addressed exclusively through the appeal procedure in Section 22.6 above.
- 22.8** Personal Necessity shall not be included with illness leave for the purpose of negative evaluation. However, the abuse of any leave of absence may be the basis for a negative evaluation.

**ARTICLE 23
DISCIPLINARY
PROCEDURES AND DUE
PROCESS**

- 23.1 PROGRESSIVE DISCIPLINE:** The County Superintendent shall maintain progressive discipline as a policy when and where it is appropriate prior to implementing procedures for dismissal, suspension, and demotion.

This provision has no effect on the evaluation process which operates independently, according to its own procedures in this Agreement. (For substance abuse, see Article 24.)

- 23.1.1 Verbal Warning:** Verbal warning shall occur within a reasonable time after a Supervisor becomes aware of an alleged infraction or unsatisfactory performance. MCOE may memorialize the verbal warning which shall not be placed in the employee's official personnel file.

- 23.1.2 Written Warning:** A written warning may be issued within a reasonable time after a Supervisor becomes aware of the same type or similar infraction or continued unsatisfactory performance. Any documentation of a written warning shall be so labeled and may be placed in the official personnel file but will be retained in the event the

infraction or unsatisfactory performance continues.

23.1.3 Letter of Reprimand: A letter of reprimand may be issued within a reasonable time after a Supervisor becomes aware of the same type of infraction or unsatisfactory performance. A Letter of Reprimand shall be placed in the employee's official personnel file ten (10) workdays after it has been received by the employee. Any written response by the employee should be filed with the Human Resources Office within ten (10) workdays and shall be attached to the letter of reprimand and filed in the employee's official personnel file.

23.1.4 Reasonable Time: "Reasonable time" as used in sections 23.1.1, 23.1.2, and 23.1.3 is dependent upon the context of the issue at hand. For example, when an extensive investigation is required the time may be longer than when no investigation is required. Of primary concern is ensuring that discipline is justified and taking the time to make the appropriate determination and notifying an employee as soon as practicable following the incident(s) that led to an investigation.

23.1.5 A Progressive discipline step(s) may be bypassed if the seriousness of the conduct warrants such action. When progressive discipline is bypassed, any dispute regarding whether it should have been bypassed may be submitted to either the County Superintendent, the Skelly hearing officer, or the OAH hearing officer.

23.2 RELEASE FROM EMPLOYMENT OF PROBATIONARY EMPLOYEES:

23.2.1 New employees serving the initial probationary period are subject to release from employment during the probationary period, without cause.

23.2.2 Upon release from employment, the Chief Human Resources Officer with the CSEA President or designee shall make every reasonable effort to meet with the employee to notify the employee of their release.

23.2.3 The employee shall have no right to a disciplinary hearing or right to appeal the action by the Superintendent.

23.2.4 Any grievance or outside administrative action filed, whether on the release from employment or for any other reason, shall not operate to extend the probationary period.

23.2.5 Failure by MCOE to evaluate the employee consistent with the established timelines shall not operate to void the release from employment, nor shall it serve to extend the probationary period.

23.3 DISCIPLINARY ACTION AGAINST PERMANENT CLASSIFIED EMPLOYEES:

23.3.1 A permanent employee shall be subject to dismissal, suspension, or demotion, except layoff, for cause only pursuant to Education Code sections 45113 and 45116. The County Superintendent's determination of the sufficiency of cause shall be conclusive.

23.3.2 Grounds for dismissal, suspension or demotion of any permanent employee in the classified service include, but are not restricted to, one or more of the following causes:

- A. Incompetency or inefficiency in the performance of the duties of the position the employee holds.
- B. Insubordination (including, but not limited to, refusal to do assigned work.)
- C. Carelessness or negligence in the performance of duty or in the care or use of property or equipment under the control of MCOE.
- D. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- E. Dishonesty.
- F. Drinking alcoholic beverages on the job, or reporting for work while under the influence of alcohol. (see Article 24)
- G. The use of legally prohibited drugs, narcotics or dangerous substances, except where such are prescribed by a physician. (see Article 24)
- H. Immoral conduct, meaning conduct or behavior that is contrary to commonly accepted moral or ethical standards.
- I. Engaging in political activity during assigned hours of employment.
- J. Conviction of any crime involving moral turpitude.
- K. Arrest for a sex offense as defined in Education Code Section 44010.
- L. Repeated and unexcused absence or tardiness.
- M. Abuse of illness leave privileges.
- N. Falsifying any information supplied to MCOE including, but not limited to, information supplied on application forms, employment records or any other County Office records.
- O. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the County Superintendent of Schools or the County Board of Education or by any appropriate state or local government agency.
- P. Offering anything of value or offering any services in exchange for special treatment in connection with the employee's service in exchange for granting any special treatment to another employee

- or to any member of the public.
- Q. Willful or persistent violation of the Education Code, Administrative Regulations of MCOE, or required procedures of the MCOE.
 - R. Abandonment of position.
 - S. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
 - T. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class or specification or otherwise necessary for the employee to perform the duties of the position.

23.4 TWO YEAR LIMITATION: No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to MCOE. The two (2) year limitation shall start to run when any MCOE supervisor becomes aware of the facts giving rise to the disciplinary action.

23.5 SEALING OF NEGATIVE DOCUMENTS: An employee may request that any negative document in their official personnel file that are more than two (2) years old be sealed. The Chief Human Resources Officer shall consider all requests, document the request and make a decision whether or not to grant the request. The sealed envelope may remain in the official personnel file, but can only be opened by the Chief Human Resources Officer. Upon any unsealing of sealed documents, notice, reasons and an opportunity to respond shall be given to the affected employee.

23.6 PROCEDURES-INITIAL LEVEL:

23.6.1 Draft Statement of Charges: The employee against whom a disciplinary action has been recommended shall be served with a written draft Statement of Charges against him or her. The draft Statement of Charges shall be unsigned but shall inform the employee in ordinary and concise language the specific acts and/or omissions and cause(s) upon which the proposed disciplinary action is based.

23.6.2 The Draft Statement of Charges shall include:

- A. A statement of the nature of the recommended personnel action (suspension without pay, demotion, or dismissal, except layoff).
- B. A statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based.
- C. A statement of the cause for the recommended disciplinary action

as set forth in 23.3.2 above.

- D. If it is claimed the employee has violated any rule or regulation, such rule or regulation will be set forth.
- E. A statement of the employee's right to an informal Skelly hearing and the time within which their request for a Skelly hearing shall be filed.
- F. Request for a Skelly Hearing form.
- G. A copy of Education Code 45113 and 45116.
- H. A copy of the discipline article from the current collective bargaining agreement between CSEA and MCOE.
- I. Copies of any documents or other materials in the possession of or under the control of MCOE which are relevant to the disciplinary action proposed provided such documents and materials are not defined as "privileged" by law.

23.6.3 Service on the Employee: The draft Statement of Charges and all of the required accompanying documents shall be served upon the employee either personally or by certified mail to the employee at their last address in the records of MCOE.

23.6.4 Employee Request for Hearing: The employee shall return the completed Request for Hearing form to the Chief Human Resources Officer or designee as soon as possible but in no event more than ten (10) workdays from the time the charges are received. Failure to request a hearing within the ten (10) workdays shall be deemed to be a waiver of the right to a Skelly hearing.

23.6.5 Informal Skelly Hearing:

23.6.5.1 If an employee requests an informal Skelly hearing, such a hearing shall be scheduled as soon as administratively practicable. The purpose of the hearing shall be to provide the employee an opportunity to respond to the draft charges either verbally or in writing. The employee shall have the right to have a CSEA representative participate. The hearing officer shall be a Cabinet member who has not been involved in the development of the charges, is not the employee's immediate supervisor, has been trained on how to conduct a Skelly hearing and has the authority to recommend the charges be pursued, amended or dismissed.

23.6.5.2 Upon conclusion of the informal hearing, MCOE shall consider the recommendation(s) of the hearing officer and decide to amend, dismiss, or pursue the charges as set forth in the draft

Statement. If MCOE decides to pursue discipline, a formal Statement of Charges signed by the Chief Human Resources Officer or designee shall be provided to the employee with all of the appropriate attachments as set forth in Section E of this Article.

23.6.5.3 Request for Hearing: The employee may, within ten (10) workdays after receiving the formal Statement of Charges, appeal by signing and filing the completed Request for Hearing. Any other written document requesting a hearing that is signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the complete Request for Hearing to the office of the Chief Human Resources Officer during the normal work hours of that office. A notice of appeal may be mailed to the office of the Chief Human Resources Officer but shall be postmarked no later than the time limit stated herein.

23.6.5.4 Failure to Appeal: If the employee against whom a recommendation for discipline has been filed fails to file a completed Request for Hearing within the time specified in these rules, the employee shall be deemed to have waived their right to appeal. If the recommendation has not already been ordered into effect on an interim basis according to Section 23.8 of this Article, the person making the recommendation may order the recommended disciplinary action into effect and such action shall be reported to and made subject to ratification by the County Superintendent. A copy of the ratified order shall be served upon the employee by registered or certified mail, return receipt requested.

23.7 PROCEDURES: FORMAL EVIDENTIARY HEARING

23.7.1 Hearing Officer: In those cases where the proposed discipline is suspension, demotion, or dismissal, the hearing shall be conducted before a hearing officer from the Office of Administrative Hearings (OAH). MCOE shall pay the expenses of the hearing officer.

23.7.2 Amended Charge: At any time before the formal hearing, the person making the recommendation may, with the consent of the County Superintendent, serve on the employee and file with the hearing officer, an amended or supplemental recommendation for disciplinary action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to

prepare their defense thereto. Any new causes or allegations shall be deemed denied by the employee and any objections to the amended or supplemental causes or allegations may be made at the hearing and shall be noted in the record.

23.7.3 Hearing Procedures: The hearing shall be held at the earliest mutually convenient date on the OAH calendar, taking into consideration the established schedule of the hearing officer and the availability of counsel and witnesses. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee also has a right to a public hearing if they so request. MCOE may also be represented by counsel.

23.7.4 Hearing Officer's Recommended Decision: At the conclusion of the hearing, the hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. If the hearing officer finds the charges have been proven, they may recommend to the Superintendent the reprimand of the employee, a suspension without pay, a demotion, or a dismissal. The hearing officer may also recommend dismissal of the charges. When the recommended decision is to levy discipline, the hearing officer shall recommend specific written findings of fact and conclusions of law as to each charge. Thereafter the Superintendent shall serve the order and findings upon the employee personally or by certified mail at their last address shown in the record of MCOE. The Superintendent's decision shall be final. If the Superintendent's decision is not in accordance with the recommendation of the hearing officer, the Superintendent shall provide specific written findings of fact and conclusions of law that are different from those of the hearing officer. The employee or their representative may obtain a copy of the transcript of the hearing upon written request to MCOE.

23.8 ADMINISTRATIVE LEAVE PENDING PROCEEDINGS:

23.8.1 In any case where it has been determined by the Chief Human Resources Officer that continuation of the employee in active present status after a written formal recommendation of disciplinary action has been issued would result in an unreasonable risk of, or threat to, students, staff, or work place, or a serious impediment to the efficient operations of MCOE during the time the disciplinary proceedings are pending, the Chief Human Resources Officer may order the employee to be placed on paid administrative leave at least until the Skelly Hearing is held.

23.8.2 In the event emergency circumstances (clear and present danger to the life or health or property of MCOE, its staff or students) require removal

of the employee from the worksite immediately, the employee shall be provided with an Informal Statement of Charges and all required attachments as set forth in Section 23.6.2 of this Article within five (5) days after their removal from the premises. If the employee is arrested for the conduct, they shall remain on unpaid administrative leave throughout the disciplinary process. If criminal charges are not filed and disciplinary charges are dismissed, the employee shall be made whole. Otherwise, employees shall remain on paid status at least until the Skelly hearing is held. The employee may be returned to work with a minimum twelve (12) hour notice to the employee.

23.9 DISCIPLINARY SETTLEMENT AGREEMENTS: A disciplinary action may be settled at any time prior to or following the service of a formal Statement of Charges. The terms of a settlement shall be in writing. An employee and/or MCOE offered such a settlement shall have a reasonable opportunity to review the proposed settlement and seek counsel before approving the settlement in writing.

23.10 TIMELINE EXTENSIONS:

Timelines in this Article may only be extended by mutual agreement in writing between the CSEA President or designee and the Chief Human Resources Officer or designee.

**ARTICLE 24
SUBSTANCE ABUSE
INTERVENTION PROCEDURES**

**This Article does not apply to employees who are covered by Article 19
Section 11**

24.0 ALCOHOL AND/OR DRUGS: If a supervisor believes there is a reasonable suspicion that abuse of alcohol or drugs exists without the presence of any of the causes listed in Section 23.3 above, these provisions shall be followed:

24.1 First Occurrence: The employee shall be counseled by the supervisor, placed on sick leave or other appropriate leave and paid accordingly for the remainder of the day, and shall be provided written information regarding the Employee Assistance Program or other appropriate program.

24.2 Second Occurrence: The employee shall receive a written warning concerning their problem, informed of the other actions which may occur if the behavior continues, placed on sick leave or other

appropriate leave and shall be paid accordingly for the remainder of the day, and may be referred to the Chief Human Resources Officer, who, after consulting with the CSEA President, may require the employee to participate as a condition of employment in the Employee Assistance Program or other appropriate program.

24.3 Third Occurrence: The employee shall be required to report to the Chief Human Resources Officer; the CSEA President and the employee shall be immediately notified that the employee shall be required to report to the Employee Assistance Program or any other appropriate program so that an alcohol or drug counselor can do an evaluation. The program may or may not include drug testing of the employee. If it is of the opinion of the alcohol or drug counselor that the employee has a dependency on alcohol or drugs, the Chief Human Resources Officer may request the employee to enroll in an Employee Assistance Program or other appropriate program.

24.4 Attendance in Employee Assistance or Other Program: An employee who enters treatment for alcohol or drug dependency under the Employee Assistance Program or other appropriate program may be required to attend additional therapy, counseling and/or group meetings for a period of twelve (12) months beyond completion of the initial treatment. If the employee registers and successfully completes the program, proof of such completion shall be provided to MCOE. If the employee does not register and successfully completes the Employee Assistance or Other program required by MCOE, or the employee successfully completes the Employee Assistance or Other program, but continues to abuse alcohol or drugs, they may be subject to disciplinary action, which may include dismissal.

ARTICLE 25 NEGOTIATIONS

25.1 During the term of this Agreement, MCOE and CSEA, Chapter 35, waive and relinquish the right to meet and negotiate on the subject matters contained in this Agreement except for changes in the law that affect the provision of this Agreement.

25.1.1 It is further agreed that upon mutual agreement, MCOE and CSEA may meet and negotiate on any matter within the scope of bargaining.

25.2 If either party desires to alter or amend this Agreement, it shall, prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments

and cause the public notice provision of law to be fulfilled.

**ARTICLE 26
SEVERABILITY**

- 26.1 SAVING CLAUSE:** If during the life of this Agreement there exists any applicable law or any applicable rules, regulations, or order issued by governmental authority other than the MCOE which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 26.2 REPLACEMENT OF SEVERED PROVISIONS:** In the event of suspension or invalidation or any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 27
DURATION AND
REOPENERS**

- 27.1** The Monterey County Office of Education (MCOE) and the California School Employees Association, Chapter 35 (CSEA), agree to review and create a new collective bargaining agreement between CSEA and MCOE. The agreement shall be for a term of three years commencing on July 1, 2021 and shall continue in effect until June 30, 2024 and shall include the following provisions:
- 27.1.1** For the 2021-2022 year, the Parties agree to a closed contract.
- 27.1.2** For the 2022-2023 and the 2023-2024 years, the Parties agree to reopen negotiations on salary, benefits and two (2) articles each and any other mutually agreed upon articles, in each year.

Amended to and signed on this 7th day of November, 2023

Signatures for:

MCOE:

Dr. Deneen Guss
Superintendent of Schools

MCOE/CSEA 2021/22 - 2023/24 Agreement

CSEA:

Sarah Herrera, CSEA Labor Relations Representative

Juanita Martinez

Juanita Martinez
CSEA President



**BARGAINING UNIT
CLASSIFICATIONS**

The bargaining unit for which this Agreement is effective consists of the following classifications.

<u>TITLE</u>	<u>LEVEL</u>
Accountant	42.5
Accounting Specialist	38.0
Administrative Assistant I	36.5
Administrative Assistant I – Bilingual	37.5
Administrative Assistant II	37.5
Administrative Assistant II – Bilingual	38.5
Administrative Assistant III	38.5
Administrative Assistant III – Bilingual	39.5
Applications Support Specialist	44.5
Assistant Teacher	31.5
Associate Teacher	34.0
Behavior Paraeducator	34.5
Behavior Specialist	38.0
Benefits Specialist	39.0
Bilingual Paraeducator	34.5
Braille Transcriber	34.5
Budget Analyst	44.0
Bus Driver	34.5
Bus Driver Cadet	33.5
Business Operations Technician	35.5
Business Systems Support Analyst	44.0
Community Liaison Translator/Interpreter	37.5
Credentials Analyst	39.5
Custodian	31.5
D/HH Program Paraeducator	34.0
D/HH Program Signing Paraeducator I/II	34.5/36.0
Dispatcher	36.0

APPENDIX A

Educational Advocate	37.0
Educational Interpreter	43.0
Educational Liaison I	41.0
Educational Liaison II	42.0
Executive Assistant	40.0
Family Service Advocate	36.0
Financial Analyst	44.5
Fleet Maintenance Technician	36.5
Food Service Cook	33.5
Food Service Delivery Assistant	32.0
Health & Family Services Specialist	36.5
Homeless Children & Youth Services	37.5
Human Resources Generalist	40.0
Human Resources Specialist	38.0
Human Resources Technician	36.5
Identification & Recruitment Liaison I	35.0
Identification & Recruitment Liaison II	37.0
Maintenance Custodian	33.5
Media Center Lead	44.5
Media Production Engineer	43.5
Network Systems Engineer	49.0
Out of School Youth Liaison	41.0
Paraeducator	33.5
Paraeducator –Alternative Education*	33.0
Paraeducator – Infant Program	34.0
Paraeducator III*	40.5
Paraeducator III/Trainer	41.0
Parent & Community Liaison	38.0
Payroll Specialist	38.5
Program Materials Specialist	34.5

Programming Engineer	42.0
Receptionist	34.5
Retirement Specialist	40.0
School Secretary	36.5
School Secretary – Bilingual	37.5
Shipping & Receiving Technician/Warehouse	31.5
Software Engineer Specialist	48.5
Student Data Analyst	41.5
Student Information Lead	38.5
Student Information Technician	36.5
Student Information Specialist	37.5
Tradesperson I	37.5
Tradesperson II	39.0
User Support Specialist	42.5
Visually Impaired Program Specialist*	37.0

*see Side Letter of Agreement dated 1/18/22

MCOE CLASS GROUPS / FAMILIES

ACCOUNTING	
Business Operations Technician	35.5
Accounting Specialist	38.0
Payroll Specialist	38.5
Benefits Specialist	39.0
Retirement Specialist	40.0
Accountant	42.5
Budget Analyst	44.0
Business Systems Support Analyst	44.0
Financial Analyst	44.5

MAINTENANCE & OPERATIONS	
Custodian	31.5
Shipping & Receiving Technician/Warehouse	31.5
Maintenance Custodian	33.5
Tradesperson I	37.5
Tradesperson II	39.0

COUNSELING	
Educational Advocate	37.0
Educational Liaison I	41.0
Educational Liaison II	42.0

CLERICAL	
Receptionist	34.5
Student Information Technician	36.5
Human Resources Technician	36.5
Administrative Assistant I	36.5
Administrative Assistant I - Bilingual	37.5
School Secretary	36.5
School Secretary - Bilingual	37.5
Student Information Specialist	37.5
Administrative Assistant II	37.5
Administrative Assistant II - Bilingual	38.5
Human Resources Specialist	38.0
Student Information Lead	38.5
Administrative Assistant III	38.5
Administrative Assistant III - Bilingual	39.5
Credentials Analyst	39.5
Executive Assistant	40.0
Human Resources Generalist	40.0
Student Data Analyst	41.5

COMMUNITY SERVICES	
Identification & Recruitment Liaison I	35.0
Identification & Recruitment Liaison II	37.0
Family Service Advocate	36.0
Health and Family Services Specialist	36.5
Community Liaison Translator/Interpreter	37.5
Parent & Community Liaison	38.0
Out of School Youth Liaison	41.0
Homeless Children and Youth Services	37.5

FOOD SERVICE	
Food Service Delivery Assistant	32.0
Food Service Cook	33.5

TECHNOLOGY INFORMATION SERVICES	
User Support Specialist	42.5
Applications Support Specialist	44.5
Software Engineer Specialist	48.5
Network Systems Engineer	49.0

MEDIA PRODUCTION SYSTEMS	
Programming Engineer	42.0
Media Production Engineer	43.5
Media Center Lead	44.5

PARAEDUCATOR	
Assistant Teacher	31.5
Braille Transcriber	34.5
Alternative Education Paraeducator	33.0
Paraeducator	33.5
Bilingual Paraeducator	34.5
Infant Program Paraeducator	34.0
D/HH Program Paraeducator	34.0
D/HH Program Signing Paraeducator I-II	34.5 / 36.0
Program Materials Specialist	34.5
Associate Teacher	34.0
Behavior Paraeducator	34.5
VI Program Specialist	37.0
Behavior Specialist	38.0
Paraeducator III	40.5
D/HH Program Signing Paraeducator III	41.0
Paraeducator III/Trainer	41.0
Educational Interpreter	43.0

TRANSPORTATION	
Bus Driver	34.5
Bus Driver Cadet	33.5
Dispatcher	36.0
Fleet Maintenance Technician	36.5

**MONTEREY COUNTY OFFICE OF EDUCATION
2021-22 CLASSIFIED SALARY SCHEDULE
(Includes a 3.50% increase over 2019-20)
Effective 07/01/21**

LEVEL	A		B		C		D		E		F	
29.5	2,770	15.92	2,915	16.75	3,073	17.66	3,231	18.57	3,402	19.55	3,573	20.53
30	2,845	16.35	2,994	17.21	3,150	18.10	3,323	19.10	3,493	20.07	3,672	21.10
30.5	2,915	16.75	3,073	17.66	3,231	18.57	3,402	19.55	3,589	20.63	3,768	21.66
31	2,994	17.21	3,150	18.10	3,323	19.10	3,493	20.07	3,676	21.13	3,859	22.18
31.5	3,073	17.66	3,231	18.57	3,402	19.55	3,589	20.63	3,778	21.71	3,967	22.80
32	3,150	18.10	3,323	19.10	3,493	20.07	3,676	21.13	3,871	22.25	4,072	23.40
32.5	3,231	18.57	3,402	19.55	3,589	20.63	3,778	21.71	3,973	22.83	4,176	24.00
33	3,323	19.10	3,493	20.07	3,676	21.13	3,871	22.25	4,076	23.43	4,281	24.60
33.5	3,402	19.55	3,589	20.63	3,778	21.71	3,973	22.83	4,186	24.06	4,395	25.26
34	3,493	20.07	3,676	21.13	3,871	22.25	4,076	23.43	4,306	24.75	4,519	25.97
34.5	3,589	20.63	3,778	21.71	3,973	22.83	4,186	24.06	4,418	25.39	4,637	26.65
35	3,676	21.13	3,871	22.25	4,076	23.43	4,306	24.75	4,533	26.05	4,759	27.35
35.5	3,778	21.71	3,973	22.83	4,186	24.06	4,418	25.39	4,661	26.79	4,893	28.12
36	3,871	22.25	4,076	23.43	4,306	24.75	4,533	26.05	4,783	27.49	5,021	28.86
36.5	3,973	22.83	4,186	24.06	4,418	25.39	4,661	26.79	4,911	28.22	5,159	29.65
37	4,076	23.43	4,306	24.75	4,533	26.05	4,783	27.49	5,047	29.01	5,299	30.45
37.5	4,186	24.06	4,418	25.39	4,661	26.79	4,911	28.22	5,177	29.75	5,437	31.25
38	4,306	24.75	4,533	26.05	4,783	27.49	5,047	29.01	5,323	30.59	5,589	32.12
38.5	4,418	25.39	4,661	26.79	4,911	28.22	5,177	29.75	5,468	31.43	5,740	32.99
39	4,533	26.05	4,783	27.49	5,047	29.01	5,323	30.59	5,604	32.21	5,882	33.80
39.5	4,661	26.79	4,911	28.22	5,177	29.75	5,468	31.43	5,760	33.10	6,052	34.78
40	4,783	27.49	5,047	29.01	5,323	30.59	5,604	32.21	5,920	34.02	6,217	35.73
40.5	4,911	28.22	5,177	29.75	5,468	31.43	5,760	33.10	6,079	34.94	6,382	36.68
41	5,047	29.01	5,323	30.59	5,604	32.21	5,920	34.02	6,231	35.81	6,520	37.47
41.5	5,177	29.75	5,468	31.43	5,760	33.10	6,079	34.94	6,404	36.80	6,723	38.64
42	5,323	30.59	5,604	32.21	5,920	34.02	6,231	35.81	6,572	37.77	6,901	39.66
42.5	5,468	31.43	5,760	33.10	6,079	34.94	6,404	36.80	6,755	38.82	7,092	40.76
43	5,604	32.21	5,920	34.02	6,231	35.81	6,572	37.77	6,946	39.92	7,291	41.90
43.5	5,760	33.10	6,079	34.94	6,404	36.80	6,755	38.82	7,129	40.97	7,484	43.01
44	5,920	34.02	6,231	35.81	6,572	37.77	6,946	39.92	7,322	42.08	7,687	44.18
44.5	6,079	34.94	6,404	36.80	6,755	38.82	7,129	40.97	7,527	43.26	7,903	45.42
45	6,231	35.81	6,543	37.60	6,870	39.48	7,213	41.45	7,574	43.53	7,953	45.71
45.5	6,388	36.71	6,707	38.55	7,042	40.47	7,394	42.49	7,764	44.62	8,152	46.85
46	6,548	37.63	6,875	39.51	7,219	41.49	7,580	43.56	7,959	45.74	8,357	48.03
46.5	6,713	38.58	7,048	40.51	7,401	42.53	7,771	44.66	8,159	46.89	8,567	49.24
47	6,877	39.52	7,221	41.50	7,582	43.57	7,961	45.75	8,359	48.04	8,777	50.44
47.5	7,046	40.49	7,398	42.52	7,768	44.64	8,156	46.87	8,564	49.22	8,992	51.68
48	7,218	41.48	7,579	43.56	7,958	45.74	8,356	48.02	8,774	50.43	9,213	52.95
48.5	7,395	42.50	7,765	44.63	8,153	46.86	8,561	49.20	8,989	51.66	9,438	54.24
49	7,576	43.54	7,955	45.72	8,353	48.01	8,770	50.40	9,209	52.93	9,669	55.57

Ch. Stanley 6/30/21

**MONTEREY COUNTY OFFICE OF EDUCATION
2021-22 EARLY LEARNING PROGRAM CLASSIFIED SALARY SCHEDULE**

Effective 01/01/22

HOURLY

LEVEL	A	B	C	D	E	F
30.5	15.00	15.75	16.54	17.36	18.23	19.14
31	15.38	16.14	16.95	17.80	18.69	19.62
31.5	15.76	16.55	17.37	18.24	19.16	20.11
32	16.15	16.96	17.81	18.70	19.63	20.62
32.5	16.56	17.39	18.25	19.17	20.13	21.13
33	16.97	17.82	18.71	19.65	20.63	21.66
33.5	17.40	18.27	19.18	20.14	21.14	22.20
34	17.83	18.72	19.66	20.64	21.67	22.76
34.5	18.28	19.19	20.15	21.16	22.21	23.33
35	18.73	19.67	20.65	21.69	22.77	23.91
35.5	19.20	20.16	21.17	22.23	23.34	24.51
36	19.68	20.67	21.70	22.78	23.92	25.12
36.5	20.17	21.18	22.24	23.35	24.52	25.75
37	20.68	21.71	22.80	23.94	25.13	26.39
37.5	21.19	22.25	23.37	24.54	25.76	27.05
38	21.72	22.81	23.95	25.15	26.41	27.73
38.5	22.27	23.38	24.55	25.78	27.07	28.42
39	22.82	23.97	25.16	26.42	27.74	29.13
39.5	23.39	24.56	25.79	27.08	28.44	29.86
40	23.98	25.18	26.44	27.76	29.15	30.60
40.5	24.58	25.81	27.10	28.45	29.88	31.37
41	25.19	26.45	27.78	29.16	30.62	32.15
41.5	25.82	27.11	28.47	29.89	31.39	32.96
42	26.47	27.79	29.18	30.64	32.17	33.78
42.5	27.13	28.49	29.91	31.41	32.98	34.63
43	27.81	29.20	30.66	32.19	33.80	35.49
43.5	28.50	29.93	31.43	33.00	34.65	36.38
44	29.22	30.68	32.21	33.82	35.51	37.29
44.5	29.95	31.44	33.02	34.67	36.40	38.22
45	30.70	32.23	33.84	35.53	37.31	39.18
45.5	31.46	33.04	34.69	36.42	38.24	40.16
46	32.25	33.86	35.56	37.33	39.20	41.16
46.5	33.06	34.71	36.44	38.27	40.18	42.19
47	33.88	35.58	37.36	39.22	41.18	43.24

2023-2024 Holiday Calendar	
Tuesday, July 4, 2023	Independence Day
Monday, September 4, 2023	Labor Day
Friday, November 10, 2023	Veterans Day
Thursday, November 23, 2023	Thanksgiving Day
Friday, November 24, 2023	Day after Thanksgiving
Monday, December 25, 2023	Christmas Day
Tuesday, December 26, 2023	Christmas Eve
Wednesday, December 27, 2023	Lincoln’s Day (observed)
Thursday, December 28, 2023	Spring Break Holiday
Friday, December 29, 2023	New Year’s Eve
Monday, January 1, 2024	New Year’s Day
Monday, January 15, 2024	Martin Luther King
Monday, February 19, 2024	Washington’s Day
Monday, May 27, 2024	Memorial Day
Wednesday, June 19, 2024	Juneteenth/Cesar Chavez
2024-2025 Holiday Calendar	
Thursday, July 4, 2024	Independence Day
Monday, September 2, 2024	Labor Day
Monday, November 11, 2024	Veterans Day
Thursday, November 28, 2024	Thanksgiving Day
Friday, November 29, 2024	Day after Thanksgiving
Tuesday, December 24, 2024	Christmas Eve
Wednesday, December 25, 2024	Christmas Day
Thursday, December 26, 2024	Lincoln’s Day (observed)
Friday, December 27, 2024	Spring Break Holiday
Tuesday, December 31, 2024	New Year’s Eve
Wednesday, January 1, 2025	New Year’s Day
Monday, January 20, 2025	Martin Luther King Day
Monday, February 17, 2025	Washington’s Day
Monday, May 26, 2025	Memorial Day
Thursday, June 19, 2025	Juneteenth/Cesar Chavez

**CLASSIFICATION AND COMPENSATION
COMPARABILITY STUDY AND PROCEDURES**

The Monterey County Office of Education (MCOE) and the California School Employees Association (CSEA), Chapter #35 hereby agree to maintain a Classification and Compensation Comparability Study on a four-year cycle with a one-year break in the fifth year beginning in the 2019-2020 school year, that will include all classifications in the bargaining unit and be conducted by an in-house joint committee ("Committee"). The classification study may result in reclassifications and/or reallocations.

Definitions, procedures, and timelines for this study are as follows.

Reclassification: Reclassification is a recognition that a position has evolved through a gradual change in duties and job requirements. It may be caused by a permanent assignment of duties and responsibilities that change the nature of the employee's job to such an extent that the employee more accurately falls under a different job description. A more appropriate job description may or may not already exist in the bargaining unit. Reclassifications may also occur at times, including but not limited to, when creating a career ladder within a group of classifications and when there are new minimum requirements or tasks imposed by a grantor [(e.g., Migrant Education, Early Learning Program (Head Start)].

Re-allocation: Reallocation is the movement between one salary schedule level and another. The results of the compensation comparability study may indicate that a classification or a specific position is below the target range of comparable salaries indicating a need for re-allocation. Target range is defined as a salary level that is no less than the average salary of the comparable positions at the first (A) salary step. The results may also indicate that reallocation is not necessary.

Job Descriptions: Bargaining unit job descriptions shall be analyzed, rewritten and/or created, if necessary, confirmed for accuracy, and formally adopted through this process.

Compensation Comparability Study: MCOE and CSEA agree to conduct a compensation comparability study for each job classification in the bargaining unit. The study will compare hourly wages, at Step A of MCOE classified positions, with the following districts: Salinas City Elementary, Salinas Union High, Alisal Union, Monterey Peninsula Unified, and Class III County Offices of Education. If there are fewer than four (4) comparables within the identified districts/COE's, comparables will be sought from county Class IV County Offices in California. If there continues to be fewer than four matches, the Committee may agree to comparables from other districts, county offices of education, outside agencies or other types of employers.

Targeted Classifications: Each study will span a four-year period. During each of the four years, pre-identified classification families will participate as indicated below. Classifications within each family are detailed in the contract and include all classifications from the Early Learning Program (Head Start).

Year 1:	Technology Information Services	Accounting
Year 2:	Transportation Media	Community Services Counseling
Year 3:	Clerical	Maintenance & Operations
Year 4:	Paraeducators	Food Services

In addition to these designated families, a single position shall be automatically referred to the Committee for consideration if out of class pay has been paid for at least six months prior to the beginning of the next annual study.

At the end of each four-year cycle, a one year break will take place. During the sixth year, the process shall begin over with those classifications included in the Year 1 phase and so forth. The goal is to establish salaries within the target range, maintain accurate job descriptions, to create a manageable process, and to report whether the class is above or below the average of comparable wages. The Committee may make recommendations for reallocation.

Study Timelines: Job audits shall be distributed no later than September 1st with no less than 10 workdays to return the job audit. The goal is for completion of each annual study and presentation of recommendations to the negotiating teams by February 1st and completion of bargaining by May 1st for implementation on the immediate July 1st.

Committee: The Committee shall be comprised of six members; two CSEA members appointed by CSEA, two members appointed by the Superintendent, and co-facilitators, one from CSEA and one from MCOE, chosen by the respective organization. CSEA and MCOE shall each appoint an alternate to serve on the Committee. Alternates may attend and may vote only in the absence of a regular member. Facilitators do not vote. A quorum of two CSEA, two MCOE, and one facilitator must be present for the Committee to take action. Decisions and recommendations shall be made by consensus. If a consensus is not reached, decisions and recommendations shall be made by a majority vote of the committee. CSEA and MCOE may use a jointly agreed upon consultant to participate in the reclassification process.

If a Committee member’s classification is under study that member shall not be present or participate in any portion of the study pertaining to their classification. The appropriate alternate shall substitute for that member. The term “classification” does not mean the entire family in which the classification is included but does include all positions in their classification. In addition, a Committee member who is the supervisor of another Committee member who is part of a classification under study and who will be interviewed, shall not be present during the interview.

Each party should appoint members based on their knowledge of the positions being studied.

Release time shall be granted to CSEA’s Committee members for Committee meetings. MCOE shall provide clerical support for the Committee.

Study Procedures: The Committee shall conduct each annual study using the following procedures:

- a. Conducting a job audit with both affected employees and their supervisors. A copy of the job audit will be shared with the employee after the supervisor has completed their section.
- b. Members of classifications shall be selected for interviews by lot.
- c. Selection of employees for interviews for large classifications:
 - Paraeducator, Bilingual Paraeducator – Three (3) employees from each of the following programs: autism, multiple disabilities, life skills, preschool. Include DH/H and VI if Paraeducator staff are assigned.
 - Assistant Teachers – Three (3) employees from the Early Learning Program (Head Start) representing the following classroom settings: extended day, multi-classroom site, single site.
- d. Interview remaining classifications: A minimum of 30% of the employees in each of the remaining classifications will be chosen by lot.
 - If there is a job classification that is identified by either CSEA or MCOE for further study, additional employees beyond the 30% up to and including all members of a classification may be interviewed.
 - When possible, the employees chosen to be interviewed shall represent each MCOE school site, department, and program.
 - Bus Drivers: At least one airbrake certified driver will be included.
- e. If not randomly selected to interview, an employee may request to be interviewed by notifying the Human Resources department in writing within three (3) working days of receiving their completed job audit form.
- f. The Committee may recommend to forgo the interview process for a classification should the determination be made upon review of the job audits that the classification has not evolved.
- g. Employees that do not complete a job audit will not be included in the interview process unless the Committee deems necessary in which case a random selection shall be made.
- h. Interview the appropriate supervisors of affected employees.
- i. Co-Facilitators will analyze and revise existing job descriptions and draft new job descriptions as needed.
- j. Full Committee reviews job descriptions for distribution to employees and supervisors.
- k. Distribute job description recommendations to affected employees and supervisors for review and feedback and revise again if appropriate (employees will be given no less than 10 workdays to provide feedback).
- l. Analyze compensation comparability data compiled by co-facilitators with Human Resources assistance, utilizing recommended job descriptions.
- m. Any classification that includes a requirement to be bilingual shall be placed on the salary schedule at a level that compensates for this requirement. If a majority of the job descriptions for these positions from comparable districts do not require bilingual skills, the MCOE level placement shall be at least 5% higher than the average.
- n. Formulate recommendations for salary.

Committee Responsibilities: The Committee shall have the authority to recommend changes to the negotiating teams as follows:

- a. reclassify a position from one classification to another existing or new classification
- b. adopt revised or new job descriptions
- c. create new classifications
- d. salary schedule re-allocations

Negotiations Process: The negotiating teams shall convene to negotiate reclassification and salary re-allocation recommendations made by the Committee. The Facilitators from the Committee shall present the committee's recommendations with all pertinent data including compensation comparability study data. Agreements of the negotiating teams shall be tentative and subject to ratification by the bargaining unit and approval by the County Superintendent.

Grievances: Recommendations by the Committee and agreements of the negotiating teams shall not be grievable. However, violations of the classification and comparability study procedures contained herein are grievable.

Monterey County Office of Education
and the
California School Employees Association
Chapter 35

**PARAEDUCATOR III and D/HH PROGRAM SIGNING PARAEDUCATOR III
RECLASSIFICATION PROCEDURE**

Employees who hold positions as Paraeducator or D/HH Program Signing Paraeducator I-II who meet the minimum qualifications of the Paraeducator III or D/HH Program Signing Paraeducator III job descriptions are eligible to be reclassified upon submission of the documents demonstrating the qualification requirements listed below. In addition to the specific minimum qualifications in each job description, the following requirements must be met prior to the reclassification.

Qualification Requirements:

- Bachelor's Degree AND
- Emergency 30-day Substitute Teaching Permit OR
- Teaching Credential

Commitment:

In addition to meeting the above requirements, the employee shall perform the duties of a Paraeducator III or D/HH Program Signing Paraeducator III (Level 41). This commitment means that the Paraeducator III shall perform the duties of a teacher when so assigned. When not assigned to teach, the Paraeducator III continues to perform the duties of a paraeducator. (06/22)

Reclassification:

An employee who submits qualification requirements to the Human Resources Department shall be reclassified following verification and within ten (10) workdays of submission. Confirmation shall be sent to the employee and reclassification implemented on the first of the following month. (06/22)

Assignments Following Reclassification:

Following reclassification, an employee may be assigned by MCOE to provide services required of a Paraeducator III, including being responsible for a classroom in the assigned teacher's absence. Assignments may be made as follows:

- a. The Paraeducator III's regular classroom
- b. A different classroom at the same site
- c. A classroom at a different site in the same geographical region. Geographical regions for purposes of this subsection are defined as: schools that are within 10 miles of the employee's current assigned school site. (06/22)

- d. Alternative Education: All Alternative Education sites, together, are considered one geographical region. (06/22)

Employee Signature

Date

Verified by Human Resources – Print Name & Sign

Date

Reclass effective date



Dr. Deneen Guss
County Superintendent of Schools

REQUEST FOR CATASTROPHIC SICK LEAVE

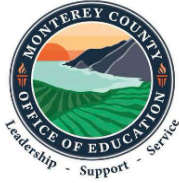
I, _____, request Catastrophic Leave. I understand my eligibility requires an illness or injury that is expected to incapacitate me for an extended period of time.

I also understand I must utilize all fully paid leave, including accrued sick leave, vacation and compensatory time before I am eligible for Catastrophic Leave.

Based upon the enclosed medical verification from my doctor, I am requesting donation of sick leave.

Signature

Date



Dr. Deneen Guss
County Superintendent of Schools

CATASTROPHIC LEAVE DONATION

Donating Employee

Employee Name

Employee ID

Classification

Department

Please indicate the number of sick leave days you would like to donate to the recipient named below.

Sick Leave Days: _____

Recipient Information

Recipient's Full Name

Department

My signature below authorizes the transfer of my sick leave, as indicated above. I understand this donation is voluntary and my decision is irrevocable.

Donor's Signature

Date

Business Office Use Only

Sick Leave Days Approved: _____ Sick Leave Days Not Approved: _____

Reason Not Approved: _____

Payroll Specialist Initials

Director, Payroll & Retirement Signature

Monterey County Office of Education
Classified Performance Evaluation

Pre-Evaluation Conference - Initials: _____ Evaluator: _____ Date: _____ Evaluatee: _____ Date: _____

Name: _____ **Classification:** _____

Evaluation due date: _____ Location: _____ Rating Period: _____
 PROBATIONARY ANNUAL BIENNIAL EXTENDED

PERFORMANCE DIMENSIONS: Check the phrase that most nearly describes the employee's performance over the period covered by this evaluation. Evaluators are encouraged to make additional comments where appropriate to enhance the evaluation. Comments are required for any rating below 2 in any category and encouraged for outstanding performance.

1. QUALITY OF WORK

A. Neatness	B. Correctness	C. Assigned Duties
<input type="checkbox"/> 1. Work was exemplary - always presentable. <input type="checkbox"/> 2. Work was presentable. <input type="checkbox"/> 3. Work was usually presentable; sometimes needing to be redone. <input type="checkbox"/> 4. Work was unpresentable.	<input type="checkbox"/> 1. Work completed correctly. <input type="checkbox"/> 2. Work of acceptable quality, mistakes limited in number. <input type="checkbox"/> 3. Work contained numerous errors.	<input type="checkbox"/> 1. Tasks performed exceeded the guidelines of the job description. <input type="checkbox"/> 2. Task performed met the guidelines of the job description. <input type="checkbox"/> 3. Tasks performed usually met the guidelines of the job description. <input type="checkbox"/> 4. Tasks performed seldom met the guidelines of the job description.

COMMENTS ON QUALITY OF WORK:

2. JOB KNOWLEDGE: Consists of job understanding, application or efficient methods, and skills the employee has for satisfactory performance.

Classified Performance Evaluation (Continued)

A. Understanding	B. Methods	C. Skills
<input type="checkbox"/> 1. All phases of job understood. <input type="checkbox"/> 2. Major phases of job understood. <input type="checkbox"/> 3. Most common phases of the job were understood; understanding of some phases was incomplete. <input type="checkbox"/> 4. Understanding about key aspects of job was inadequate.	<input type="checkbox"/> 1. Methods were effective and efficient. <input type="checkbox"/> 2. Most methods were effective; usually completed in allotted time. <input type="checkbox"/> 3. Methods were ineffective or inefficient.	<input type="checkbox"/> 1. Required skills were exceptional <input type="checkbox"/> 2. Required skills were acceptable. <input type="checkbox"/> 3. Most skills satisfactory. Some needed improvement. <input type="checkbox"/> 4. Needed skills were absent or below an acceptable level.

COMMENTS ON JOB KNOWLEDGE:

3. ATTENDANCE AND PUNCTUALITY

A. Attendance	B. Punctuality
<input type="checkbox"/> 1. Attendance was satisfactory. <input type="checkbox"/> 2. Extensive absences were due to (MUST comment) _____ <input type="checkbox"/> 3. Absences were excessive.	<input type="checkbox"/> 1. Reported to work on time. <input type="checkbox"/> 2. Usually on time. <input type="checkbox"/> 3. Frequently tardy.

COMMENTS ON ATTENDANCE & PUNCTUALITY:

Classified Performance Evaluation (Continued)

4. WORK CHARACTERISTICS

<p>A. Initiative and Resourcefulness</p> <p><input type="checkbox"/> 1. Needs identified and problem solves independently.</p> <p><input type="checkbox"/> 2. Employee usually initiated required action and solved problems independently.</p> <p><input type="checkbox"/> 3. Needs were overlooked or not seen by employee; assistance was required to solve problems.</p>	<p>B. Adaptability to stress or change.</p> <p><input type="checkbox"/> 1. Stress or change dealt with satisfactorily</p> <p><input type="checkbox"/> 2. Usually adapted to stress or change.</p> <p><input type="checkbox"/> 3. Stressful situations or changes were met with ineffective behavior.</p>	<p>C. Attitude</p> <p><input type="checkbox"/> 1. Positive attitude about work was presented.</p> <p><input type="checkbox"/> 2. Positive attitude usually displayed.</p> <p><input type="checkbox"/> 3. Negative <u>attitude sometimes</u> apparent.</p>
<p>Prioritizing</p> <p><input type="checkbox"/> 1. Prioritized jobs so that demands were met and/or anticipated.</p> <p><input type="checkbox"/> 2. Prioritized jobs, usually resulting in important tasks being completed.</p> <p><input type="checkbox"/> 3. Prioritized jobs ineffectively, frequently resulted in assigned tasks not being completed.</p>		

COMMENTS ON WORK CHARACTERISTICS:

5. DEPENDABILITY

<p>A. Supervision Required</p> <p><input type="checkbox"/> 1. Supervision seldom required.</p> <p><input type="checkbox"/> 2. Minimum supervision required.</p> <p><input type="checkbox"/> 3. Frequently supervision needed to get assigned work completed.</p> <p><input type="checkbox"/> 4. Constant supervision required.</p>	<p>B. Following Oral and Written Instructions</p> <p><input type="checkbox"/> 1. Written and oral instructions easily understood/implemented.</p> <p><input type="checkbox"/> 2. Instructions were followed consistently; repeating of instructions occasionally necessary.</p> <p><input type="checkbox"/> 3. Instructions were followed with some errors; repeating of instructions was necessary.</p> <p><input type="checkbox"/> 4. Instructions were not followed; needed to be repeated frequently.</p>
---	--

COMMENTS ON DEPENDABILITY:

6. WORKING RELATIONSHIPS: Sensitive in dealing with students, staff and the public, maintains effective relationships with others.

Classified Performance Evaluation (Continued)

A. Courtesy and tact	B. Discretion	C. Communications
<input type="checkbox"/> 1. Courtesy and tact were demonstrated.	<input type="checkbox"/> 1. Holds confidences and uses discretion at all times.	<input type="checkbox"/> 1. Communicates effectively with staff, students, or others.
<input type="checkbox"/> 2. Courtesy and tact were usually displayed; occasional lapses were demonstrated.	<input type="checkbox"/> 2. Holds confidences and uses discretion most of the time.	<input type="checkbox"/> 2. Usually communicates well with staff, students, or others.
<input type="checkbox"/> 3. Behavior often seen as tactless or discourteous; has difficulty dealing with others.	<input type="checkbox"/> 3. There was evidence that required confidentiality and/or discretion were not observed.	<input type="checkbox"/> 3. Often ineffective in communicating with staff, students, or others.

COMMENTS ON RELATIONSHIPS:

7. **WORK INTEGRITY:** Understands the Department/Division Goals, and their role as an important member of the organization

7A. Understanding of Assignment
<input type="checkbox"/> 1. Has a strong understanding of own assignment.
<input type="checkbox"/> 2. Usually understands own assignment.
<input type="checkbox"/> 3. Shows difficulty understanding own assignment

COMMENTS:

7B. Understanding of Relationship within Organization
<input type="checkbox"/> 1. Has a strong understanding of relationship to other responsibilities and positions in the department.
<input type="checkbox"/> 2. Usually understands relationship to other responsibilities in department.
<input type="checkbox"/> 3. Shows difficulty understanding relationship to other responsibilities in department.

COMMENTS:

8. **USE OF EQUIPMENT:** (NOTE: Evaluator may wish to indicate specific types of equipment)

<input type="checkbox"/> 1. Employee displayed complete knowledge of	LIST SPECIFIC EQUIPMENT USED:
--	--------------------------------------

Classified Performance Evaluation (Continued)

<p>use and maintenance of equipment.</p> <p><input type="checkbox"/> 2. Employee displayed appropriate knowledge of use and maintenance of equipment.</p> <p><input type="checkbox"/> 3. Better judgment and knowledge were needed in using equipment on occasion.</p> <p><input type="checkbox"/> 4. Assigned equipment was used carelessly.</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
---	-------------------------------------

9. SAFETY AND SANITATION

<p>A. Safety Practices</p> <p><input type="checkbox"/> 1. Safe working procedures were followed; potential hazards were corrected or reported.</p> <p><input type="checkbox"/> 2. Generally followed safe working procedures.</p> <p><input type="checkbox"/> 3. Did not follow safe working procedures; inappropriate actions were taken in emergency <u>situations</u>.</p>	<p>B. Sanitation</p> <p><input type="checkbox"/> 1. Not applicable to this employee.</p> <p><input type="checkbox"/> 2. Used approved sanitation procedures; unsanitary conditions were corrected or reported.</p> <p><input type="checkbox"/> 3. Sanitation procedures and practices were at an acceptable level.</p> <p><input type="checkbox"/> 4. Sanitation practices and procedures were not followed at acceptable level.</p>
--	---

COMMENTS ON SAFETY AND SANITATION:

--

MONTEREY COUNTY OFFICE OF EDUCATION

LEVEL 1

REQUEST FOR SETTLEMENT OF GRIEVANCE

TO BE COMPLETED BY GRIEVANT

Meeting with Immediate Supervisor (date): _____

Filed with Immediate Supervisor (date): _____

Name of Grievant: _____

Work Location/Department: _____

Job Title: _____

Provisions of the Collective Bargaining Agreement alleged to be violated:

Nature of Grievance: _____

Settlement Requested: _____

Signature of Grievant: _____

Printed Name of Grievant: _____

MONTEREY COUNTY OFFICE OF EDUCATION

LEVEL 2

REQUEST FOR SETTLEMENT OF GRIEVANCE

TO BE COMPLETED BY GRIEVANT

(Copies of Request for Settlement of Grievance-Level 1 and Reply-Level 1 Must be attached)

Date Presented to Level 1 Respondent's Immediate Supervisor:

Name of Grievant: _____

Work Location/Department: _____

Job Title: _____

Date of Reply to Grievance Level 1: _____

Provisions of the Collective Bargaining Agreement alleged to be violated:

State Reasons for Submission of Grievance to Level 2: _____

Settlement Requested: _____

Signature of Grievant: _____

Printed Name of Grievant: _____

MONTEREY COUNTY OFFICE OF EDUCATION

LEVEL 3

REQUEST FOR SETTLEMENT OF GRIEVANCE

TO BE COMPLETED BY GRIEVANT

(Copies of Requests for Settlement of Grievance and Replies—Level 1 and 2 Must be attached)

Date Presented to County Superintendent of Schools: _____

Name of Grievant: _____

Work Location/Department: _____

Job Title: _____

Date of Reply to Grievance-Level 2: _____

Provisions of the Collective Bargaining Agreement alleged to be violated:

State Reasons for Submission of Grievance to Level 3: _____

Settlement Requested: _____

Signature of Grievant: _____

Printed Name of Grievant: _____
MCOE/CSEA AGREEMENT (Article 18)

MONTEREY COUNTY OFFICE OF EDUCATION

WITHDRAWAL OF GRIEVANCE

To be completed by Grievant

Date of Withdrawal: _____

Name of Grievant: _____

Work Location/Department:

Job Title: _____

Present Level of Grievance: Level 1 Level 2 Level 3 (Circle One)

Date on Which Grievance Was Submitted at This Level: _____

Brief Description of Nature of Grievance: _____

Request for Withdrawal:

I hereby request that the above grievance be withdrawn from further consideration without prejudice or record. I acknowledge that I may not reopen this grievance.

Signature of Grievant: _____

Printed Name of Grievant: _____



Classified Application for Professional Growth

Prior to commencing professional growth activities, the employee shall submit an application and receive approval from the Professional Growth Committee in writing to participate in the program. Please ensure to attach class schedule & class description with this request.

Applicant's Name	Position	Work Site	Work Schedule Days/Hours
------------------	----------	-----------	-----------------------------

Applicant's Signature	Date	Employee ID
-----------------------	------	-------------

Goal to obtain:

Workshop/Course Title	Course #	School or College	Dates	Hours	Units
(1)					
How it relates to your work:					
(2)					
How it relates to your work:					
(3)					
How it relates to your work:					
(4)					
How it relates to your work:					
(5)					
How it relates to your work:					
(6)					
How it relates to your work:					

For HR Use Only	
VERIFICATION OF RELEVANCE TO POSITION WITH IMMEDIATE SUPERVISOR :	
HR will verify by email and attach to form prior to committee review	
Supervisor's Signature	Date
VERIFICATION WORKSHOP/COURSEWORK WILL BE TAKEN ON EMPLOYEE'S OWN TIME:	
ie. vacation, compensatory time, personal observance or taken outside of employee's workday	
Supervisor's Signature	Date

MONTEREY COUNTY OFFICE OF EDUCATION

"OUT OF CLASS AUTHORIZATION"

DEFINITION: An employee is eligible for out of class pay when they may be required to perform duties inconsistent with those assigned to the position by the Superintendent/Designee for a period of more than five (5) working days within a fifteen (15) calendar day period. An employee working at a level within their Class Grouping that is below or less than two levels above their own level would not be considered to be working out of class.

An employee or employees shall not be required to perform duties outside their classification for more than thirty (30) days from the date that both the employee and the supervisor have mutually agreed the work began as stated on this "Out of Class Authorization" form. If either a permanent employee or a substitute does not fill the position by the end of the thirty (30) day period, discussion and/or negotiations shall ensue within ten (10) workdays between MCOE and CSEA, unless extended by mutual agreement.

Employee:		Dept:																									
Current Position:		Level:																									
Out of Class Position:		Level:																									
Scope of duties to be performed:																											
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">DURATION:</td> <td style="width: 15%;">Effective</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;">Ending</td> <td style="width: 15%;"></td> </tr> <tr> <td>Date:</td> <td></td> <td></td> <td></td> <td>Date:</td> <td></td> </tr> <tr> <td>Compensation:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td></td> <td style="text-align: center;">5%</td> <td style="text-align: center;">7.5%</td> <td style="text-align: center;">10%</td> <td style="text-align: center;">Other:</td> <td></td> </tr> </table>				DURATION:	Effective			Ending		Date:				Date:		Compensation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		5%	7.5%	10%	Other:	
DURATION:	Effective			Ending																							
Date:				Date:																							
Compensation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																						
	5%	7.5%	10%	Other:																							
Employee's Signature:		Date:																									
Immediate Supervisor's Approval:		Date:																									
Division Head Approval:		Date:																									
Authorization for Payment: (Human Resources Department)		Date:																									

MONTEREY COUNTY OFFICE OF EDUCATION

"NOTICE OF ADDITIONAL DUTIES"

DEFINITION: An employee may be required to perform additional duties for a period of more than five (5) working days within a fifteen (15) calendar day period. The employee must be performing their own work duties plus those duties of a vacant position at a level within their Class Grouping that is below or less than two levels above their own level. A vacancy exists when an employee has resigned, is ill, or is a leave.

An employee or employees shall not be required to perform additional duties for a vacant position for more than thirty (30) days from the date that both the employee and the supervisor have mutually agreed the work began as stated on the "Notification of Additional Duties" form. If either a permanent employee or a substitute does not fill the position by the end of the thirty (30) day period, discussion and/or negotiations shall ensue immediately within ten (10) workdays between MCOE and CSEA, unless extended by mutual agreement.

Employee:	<hr/>	Department:	<hr/>
Current Position:	<hr/>	Level:	<hr/>
Vacant Position:	<hr/>	Level:	<hr/>
Additional duties to be performed:	:		
	<hr/>		
	<hr/>		
	<hr/>		
	<hr/>		
	<hr/>		
DURATION: Effective Date:	<hr/>	Ending Date:	<hr/>
Employee's Signature:	<hr/>	Date:	<hr/>
Immediate Supervisor's Approval:	<hr/>	Date:	<hr/>
Division Head Approval:	<hr/>	Date:	<hr/>
Authorization for Payment: (Human Resources Department)	<hr/>	Date:	<hr/>

BILINGUAL

The following chart includes examples of tasks that may be performed by employees receiving the bilingual incentive, have bilingual required in their job description, or who are hired as Community Liaison Translator/Interpreters.

An exam with three (3) levels based upon the complexities of the three (3) levels of tasks as described below will be used to assess bilingual/biliterate proficiency.

Testing will occur twice per year, once between September 1 and November 30, and once between January 15 and April 30 for employees interested in establishing or expanding their qualifications for the incentive.

	Examples of tasks that may or may not be required	Staff with Incentive	Is it Required in Job Description	Community Liaison Translator/Interpreter
1	Simultaneous Interpreting	No	No	Yes
2	Translating IEPs, Occupational Therapists reports	No	No	Yes
3	Interpreting for Board of Education Meetings	No	No	Yes
4	Home visits requiring more complex verbal interaction with parent(s), student(s)	No	Yes	Yes
5	Translating Legal Documents (excluding IEPs, 504 and other Special Education legal documents)	No	Yes	Yes
6	Student related meetings pertaining to legal issues such as IEPs, 504 and discipline	No	Yes	Yes
7	Translate complex documents (including meeting minutes, field trip forms)	No	Yes	Yes
8	Personnel (disciplinary, worker's comp and related internal meetings)	Yes	Yes	Yes
9	Translating basic correspondence and forms (flyers, agendas, etc.)	Yes	Yes	Yes
10	Informal conversation in person or on the phone with parent in second language (protocols and information provided by administrator or teacher)	Yes	Yes	Yes
11	Meeting with parent (example: discipline) (excluding IEPs, 504 and other legally required meetings)	Yes	Yes	Yes

