

AGREEMENT

Between the

SHASTA COUNTY
SUPERINTENDENT OF SCHOOLS

and

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
CHAPTER No. 642

November 1, 2022 - October 31, 2025

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Shasta County Superintendent of Schools (Employer) and the California School Employees Association Chapter No. 642 (Association).

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Association as the exclusive representative of the positions listed on the salary schedule attached as Appendix A, as well as newly created classified positions.

2.2 NON-DISCRIMINATION

- 2.2.1 The Employer will not discriminate against any employee who exercises rights within the scope of representation under Government Code section 3543.2.

- 2.2.2 Article 14 procedure for processing grievances is not applicable to this Article 2 Recognition and no alleged violation of this article shall be processed pursuant to Article 14.

The Association shall meet and discuss with any employee any allegations of the Employee which allegedly violate the employee's rights which are guaranteed to the Employee under any applicable state or federal statute. The employee may pursue against the employer any alleged violation by the employer of the employee's rights guaranteed to the employee under any applicable state or federal statute.

ARTICLE 3: ASSOCIATION RIGHTS

- 3.1 All Association business, discussion, and activities shall be conducted by unit members and Association officials outside of employees' assigned work hours in such a way which will not interfere with school programs and/or duties of unit members and with the right of employees to refrain from listening or speaking with Association representatives. Prior to such contact with unit members, Association representatives shall notify the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.

- 3.2 The Association may use County Office facilities when not otherwise in use for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. County Office policies regulating the use of facilities must be followed.

- 3.3 The Association may access the school mailboxes and bulletin board spaces designated by the Superintendent or designee subject to the following conditions:
- a. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association President; and
 - b. A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and
 - c. The Association shall not post or distribute information which is derogatory or defamatory of the County Office or its Personnel.
 - d. The unit will be provided space for up to 125 words for the SCOE Monthly Newsletter as long as the newsletter is published.
- 3.4 The Association is entitled to thirty (30) days paid release time during any school year to attend to Association business subject to the following conditions:
- a. The employee utilizing the leave must notify the employee's immediate supervisor at least two (2) working days in advance of the leave whenever possible. In the event two (2) days advance notice is not provided, such leave is contingent upon the Employer securing an acceptable substitute employee.
- 3.5 The Employer shall provide a copy of the contract for each new employee. Current employees may also request a copy of the contract. The contract shall be posted to the SCOE website within 30 days of ratification by the Association.

ARTICLE 4: EMPLOYER RIGHTS

- 4.1 It is understood and agreed that the Employer retains all of its powers and authority to direct, manage, and control to the full extent of the law.
- 4.2 The Employer's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 4.3 It is also agreed and understood that review of grievances related to this article, pursuant to Article 14, "Procedure for Processing Grievances", is limited to whether or not the Employer appropriately reserved its rights.

ARTICLE 5: ORGANIZATIONAL SECURITY

- 5.1 This Article protects the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 5.2 Except as expressly provided herein, all employees in the bargaining unit who do maintain membership in good standing in CSEA are required, as a condition of employment, to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- 5.3 All members and Fair Share payers shall have their dues deducted from their first pay warrant. (This is to ensure that classified employees are eligible to receive all rights and benefits due them in accordance with the CSEA agreement in a timely manner).
- 5.3.1 Any unit member who is not a member of the Association or who does not make application for membership in the Association within the thirty (30) days of the effective date of this Article or within thirty (30) days from the date of commencement of assigned duties within bargaining unit, shall become a member of the Association or pay to the Association a representation fee in an amount equal to that amount permitted by law, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee.
- 5.3.2 In the event that the unit member does not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 5.3.1 above, the Association may, in writing, request that the Employer shall immediately begin automatic payroll deduction as provided in Education Code Section 45168 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory representation fee deductions.
- 5.3.3 If the unit member and the Association are unable to reach agreement on the manner of payment, the Association shall notify the Employer, in writing, the unit member whose pay is to be affected by the deduction has (1) refused to join the Association and (2) has refused to tender the amount of the representation fee, the Association shall notify the District, in writing, that (1) the amount of the fee meets the requirement of law and (2) the Association has informed the unit members in writing of the Association's procedures for employees who contest the amount of the fee in accordance with the regulations of the Public Employment Relations Board.

- 5.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
- a. Shasta County United Way
 - b. American Cancer Society
 - c. Golden Umbrella/Foster Grandparents
 - d. Shasta County Office of Education Student Benefit Foundation
- 5.5 Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.
- 5.6 Unit members objecting to joining or financially supporting employee organizations shall provide proof of payment and written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 5.4 and 5.5 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of representation fee has been made. Such proof shall be presented on or before September 30 of each school year or, in the case of employees hired after October 31 for the remaining part of the school year, within thirty (30) days of the commencement of duties.
- 5.7 Dues and Service Fee Deductions
- 5.7.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.
 - 5.7.2 The Employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit.
 - 5.7.3 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
 - 5.7.4 The Employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the County Office that the employee is paying such fees directly to

CSEA. A payroll deduction authorization form shall not be required for such deductions.

5.8 Employer's Obligations

The Employer's sole and exclusive obligation under this Article is to notify any unit member who has failed to comply with the provisions of this Article that, as a condition of employment in the Shasta County Office of Education, such unit member must either become an Association member, or establish an exempt status and make payment pursuant to the provisions of this Agreement. Under no circumstances shall the Employer be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

5.9 Grievance and Dispute Resolution

5.9.1 Any dispute as to the amount of the agency fee shall be resolved pursuant to the regulations of the Public Employment Relations Board.

ARTICLE 6: EMPLOYEE EVALUATION PROCEDURES

6.1 WORK PERFORMANCE EVALUATION PROCEDURES

The evaluation form will be agreed upon by both the Employer and the Association.

The evaluation form is attached as Appendix B.

6.1.1 Each probationary status unit member shall receive a written work performance evaluation by the immediate supervisor not less than twice during the probationary period, which shall be six months in length. Each permanent status unit member shall receive a written work performance evaluation by the immediate supervisor at least once each calendar year.

The probationary period following a promotion shall be six (6) months. In the event an employee is promoted during the initial probationary period, the six month probationary period for the promotion shall commence upon the effective date of the promotion.¹

6.1.2 The immediate supervisor shall discuss each such written evaluation with the employee and shall provide the employee with a copy.

6.1.3 The employee shall have the right to respond to written performance evaluations and to attach a written response providing it is done within ten (10) working days from the date of the written performance evaluation.

¹ 6.1.1 Date range and language changed - September 11, 2020

6.1.4 If an employee performance problem develops, supervisors are encouraged to discuss the problem with the employee before a formal written evaluation is due.

6.2 EMPLOYEE PERSONNEL FILES

6.2.1 An employee may inspect material in his/her Personnel file except materials which:

- a. Are obtained prior to his/her employment;
- b. Were prepared by identifiable examination committee members; or
- c. Were obtained in connection with a promotional examination.

6.2.2 An employee may inspect his/her Personnel file, with the exception of the above specified items, during the normal business hours of the Human Resource Services Office at times other than when the employee is required to render service. Such inspection shall take place under the supervision of the Human Resource Services Office administrator or designee.

6.2.3 No materials of a derogatory nature, except the above specified items, may be placed in an employee's Personnel file without informing the employee and giving them five (5) working days to review and attach any comment or response before the material is placed in the file. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the work day.

ARTICLE 7: HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

7.1 WORK WEEK AND WORK DAY

7.1.1 The work week shall consist of seven (7) consecutive calendar days, Sunday through Saturday. The basic work week shall consist of up to five (5) consecutive work days during the period of Monday through Friday for all employees rendering service averaging four (4) hours or more per day during the work week. This provision shall not apply to employees who agree to a basic work week of other than Monday through Friday, those employees hired for a basic work week other than Monday through Friday, security classifications, custodial classifications, and positions assigned to data processing, school science programs including Whiskeytown Environmental School, Camp Latieze and the Planetarium. Any additional exceptions shall be subject to negotiations.

7.1.2 The work day and basic work week for all unit members shall be established and regularly fixed by the Employer.

- 7.1.3 At the request of the unit member, the Employer may vary the daily work times to accommodate a special need. This will not result in any overtime.
- 7.1.4 The Employer retains the right to extend the regular work day or basic work week of employees when it deems it necessary to carry out the Employer's business.
- 7.1.5 A part-time unit member who is assigned to work a minimum of thirty (30) minutes per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours for the purpose of fringe benefit proration. This provision is not applicable to substitute work. If a unit member is assigned to perform substitute work, such substitute work may exceed twenty (20) consecutive working days and such substitute work shall not modify or increase the basic assignment of the unit member.
- 7.1.6 Instructional Assistant positions may be reduced to 3.5 hours as they become vacant. The employer will determine which positions will be reduced, if any. Instructional Assistants who are currently working over 3.5 hours will remain at those hours.

If any Instructional Assistant working over 3.5 hours requests a transfer, he/she will retain his/her currently-established hours unless the vacant position is one that is reduced to 3.5 hours. In that case, the employee may accept the 3.5 hours waiving their rights to their-currently established hours.

Instructional Assistants in the Child Development Programs that are 8 hours may only be reduced a maximum of one (1) position per year through attrition. In the event an 8 hour Child Development Aide is needed the position will be filled according to Article 13.6.

7.3 MEAL PERIOD

A non-compensated meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be provided all unit members who render service of at least five (5) consecutive hours. The length of the meal period shall be determined by the supervisor. The supervisor shall assign the meal period to be taken as soon after the conclusion of four (4) hours of service as possible. The meal period shall be uninterrupted except in the event of an emergency. For the purposes of this provision, an "emergency" is defined as an event which potentially involves injury to a person or damage to property.

- 7.3.1 If an employee's total work period is less than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

7.4 REST PERIOD

7.4.1 A fifteen (15) minute compensated rest period shall be provided members of the unit, other than School Bus Drivers and School Bus Attendants, for each four (4) hour period of service. This rest period shall be taken at the direction of the supervisor at or near the midpoint of each four (4) hour period of service.

A rest period is not required for employees whose total daily work is three and one-half (3 ½) hours or less.

Employees whose daily work is six (6) hours shall be provided one rest period of at least fifteen (15) minutes to be taken at or near the midpoint of each six (6) hour period of service.

7.4.2 Lead School Bus Drivers, School Bus Drivers and School Bus Attendants typically work split shifts. A fifteen (15) minute rest period will be compensated for Lead School Bus Drivers, School Bus Drivers and School Bus Attendants who work more than four (4) hours but less than seven and one-half (7 ½) hours per day. The first fifteen (15) minute rest period will be counted toward the 7½ hours. Two fifteen (15) minute rest periods will be compensated for Lead School Bus Driver, School Bus Drivers and School Bus Attendants who work more than seven and one-half (7 ½) hours per day.

Such compensation will only be paid if breaks cannot be accommodated during lag time or other time scheduled but not worked. An example of time scheduled but not worked is, when scheduled students are absent and the route is shortened. Due to the unique split shift schedules, Lead School Bus Drivers, School Bus Drivers and School Bus Attendants will not typically be able to schedule breaks at or near the midpoint of each four (4) hour period of services.

Lead School Bus Drivers, School Bus Drivers and School Bus Attendants who have extra paid time in excess of their actual work and breaks may be assigned to other tasks within their job description. Examples of such tasks include, but are not limited to, washing and fueling other official vehicles.

7.4.3 Employees whose total daily work is eight (8) hours shall be provided one rest period of fifteen (15) minutes for each four (4) hour work period, to be taken in the middle of each four (4) hour work period, as is practical.

7.5 OVERTIME COMPENSATION

7.5.1 Overtime compensation or compensatory time off in lieu of compensation shall be provided employees authorized by their immediate supervisor to

work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any work week.

7.5.2 Unit members authorized by the immediate supervisor and who provide service to the Employer for five (5) consecutive work days averaging four (4) hours or more per day shall be provided either overtime compensation or compensatory time off in lieu of compensation on the sixth (6th) and seventh (7th) day following the commencement of the basic work week.

7.5.3 Unit members authorized by the immediate supervisor and whose average work day is less than four (4) hours shall be provided overtime compensation or compensatory time off in lieu of compensation on the seventh (7th) day following the commencement of the basic work week.

7.5.4 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

7.5.5 For authorized overtime worked, an employee shall be paid at a rate equivalent to one and one-half (1-1/2) times the regular rate of pay, or, at the employee's option and with the Employer's approval, the employee may elect to receive compensatory time off in lieu of compensation at the rate of one and one-half (1-1/2) hours off for each overtime hour worked. Compensatory time off in lieu of compensation shall be scheduled in the same manner as vacations are normally scheduled and shall be granted within the current fiscal year but no later than six (6) calendar months following the month the overtime service was rendered. If the employee is unable to take the time off or if the Employer rejects the employee's request for compensatory time off in lieu of compensation, the employee shall be compensated therefore by payment for the overtime worked as set forth herein. Accumulated compensatory time off shall not exceed forty (40) hours of paid compensatory time off at any one time without prior written approval of the Department Administrator or the Superintendent. All emergency overtime work shall be approved by the Department Administrator who is responsible for the regular time card.

7.5.6 Specifically excluded from any overtime compensation for work in excess of eight (8) hours in one (1) day are security patrol, Whiskeytown Environmental School, camp programs and recreation classes.

7.6 CALL BACK

A unit member assigned to work by the immediate supervisor on a work day after normal working hours or on a day not scheduled to be worked, shall receive at least two (2) hours of pay at the appropriate rate of pay. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal

work day. This provision shall also not apply to security patrol and recreation classes.

7.6.1 ASSIGNED ON-CALL

Employees may accept on call assignments outside their regularly assigned work hours. While in an on call assignment such employees must keep a pager and/or a cell phone with them, and remain available to arrive within 30 minutes to their regularly assigned work location after being paged or called. If assignments are available, they will be offered to employees who possess necessary skills for the assignment. The supervisor shall determine whether an employee possesses the necessary skills. If there is an ongoing need for on call employees for a specific assignment, the assignment will be rotated. If there is more than one employee with the necessary skills, assignments will be offered on a rotational basis beginning with the most senior employee. Employees in on call assignments shall be paid \$30.00 per shift for each 8 hour shift, or portion thereof, that they are in an on call status. An employee on call will go into immediate paid status upon receiving a call.

7.7 LAGTIME

7.7.1 All School Bus Drivers shall be paid for periods of one (1) hour or less between driving assignments. During the paid non-driving time, employees may be assigned to other duties. Non-assigned time of more than one (1) hour between driving assignments shall be uncompensated.

7.7.2 Whenever employees are assigned to work at locations other than their regular work location on such activities as overnight field trips, they shall be compensated for all actual work time which includes driving, bus maintenance and cleaning, and supervision of students, but shall not be compensated for other time spent waiting or released to engage in personal pursuits, nor while sleeping or eating.

7.8 BUS ROUTE ASSIGNMENTS

7.8.1 Prior to the beginning of each new school year and on or about October 1, each year as well as prior to the beginning of the extended year/summer school session, the Employer shall hold a meeting of Lead School Bus Drivers, School Bus Drivers and School Bus Attendants for the purpose of assigning bus routes. A list of established routes, daily work hours and a Lead School Bus Driver, School Bus Driver and School Bus Attendant seniority list shall be prepared by the Employer prior to the meeting for the purpose of enabling all Lead School Bus Drivers, School Bus Drivers and School Bus Attendants to indicate their preferred bus route in the order of their seniority. During the meeting, the Employer shall assign bus routes in the order of seniority provided, however, that the senior applicant is fully trained, qualified and meets the program needs for that particular bus route. Bus routes that are less than seven (7) hours per day (35 hours per week)

will be reserved for part-time drivers. All routes that are seven (7) hours per day (35 hours per week) or more will be available for full-time (8 hours per day) Lead School Bus Drivers, School Bus Drivers and part-time School Bus Drivers to bid on according to the seniority list provided by the Employer. Full-time (7½ hours per day) School Bus Attendants shall be restricted to only bidding on the longest-hour bus routes. Part-time School Bus Attendants who work less than 7½ hours per day shall be restricted to bidding on the shortest-hour bus routes.

For purposes of benefit proration, the employees FTE at the end of the prior school year will remain the same until the October 1, bid.

- 7.8.2 The Lead School Bus Driver positions are currently full-time positions. These Lead School Bus Drivers shall be assigned a route within their current Lead School Bus Driver classification and one without a scheduled mid-day route to allow time to perform Lead School Bus Driver duties.

These assigned routes will be pulled from the list of available routes prior to the bid.

- 7.8.3 As bus route vacancies occur thereafter, a bus route vacancy notice shall be posted a minimum of two (2) working days, thereby giving bus drivers and School Bus Attendants the opportunity to express their preference and be considered on the same basis as set forth in 7.8.1 above.
- 7.8.4 Whenever no bus drivers, nor School Bus Attendants apply for a bus route, the Employer may temporarily assign bus drivers and School Bus Attendants to such routes on the basis of needs of the service.
- 7.8.5 For purposes of bus route assignment only, the employee's date of employment as a regular school bus driver or School Bus Attendant shall be used as the employee's seniority date. Whenever two (2) or more School Bus Drivers or School Bus Attendants have the same employment date, ties shall be broken by using the employee's hire date as a substitute with the earlier date given the senior position.
- 7.8.6 Except for School Bus Drivers hired before July 1, 1988, School Bus Drivers will be paid for actual driving time plus one-half hour per day for other related duties such as bus safety inspections, servicing, cleaning, and paperwork plus any rest periods to which an employee may be entitled pursuant to 7.4 and any layover time pursuant to 7.7. School Bus Drivers hired before July 1, 1988 shall retain their regularly-assigned daily work hours during the regular school year.

The three drivers who were transferred to SCOE from Anderson Union High School District whose original hire date with Anderson was on or before August 23, 1995 shall retain their regularly assigned daily work hours previously established by Anderson Union High School District during the

regular school year. As these drivers retire, resign, bid on a route other than one of the 3 longest routes or bid on a route outside the Anderson Union High School District Unit, their replacement shall be offered to the original Anderson Union High School District drivers. As the original Anderson Union High School District drivers retire, resign, or bid on a SCOE route, their replacements shall be hired by and subject to SCOE practices.

Drivers assigned to the dual brake system busses are required to spend an additional 15 minutes daily in inspection of busses equipped with the dual air brake system and will be compensated for the additional 15 minutes (.25 of an hour) time.

- 7.8.7 Notwithstanding any past practices to the contrary, and except for School Bus Attendants hired on or before October 1, 1979, effective July 1, 1991, all School Bus Attendants shall be compensated only for actual work time.
- 7.8.8 A "special field trip" is defined as a trip outside of the SCOE service area. The "SCOE Service Area" is defined as Shasta County and the Red Bluff area. The service area excludes Fall River Unified and Manton.

Special Field Trips shall be awarded on the basis of rotation by seniority, provided the eligible driver is fully trained and qualified for the trip. If a driver refuses a Special Field Trip, the driver goes to the bottom of the list except when trips are offered with less than 24 hours' notice.

In that case, the driver may turn down the trip without forfeiting the driver's place on the rotation. The rotation shall start over again each July 1.

- 7.8.9 School Bus Attendants are guaranteed four (4) hours of work per day if they work both the morning and afternoon shifts. If the School Bus Attendant works either a morning or afternoon shift, he/she will be guaranteed two (2) hours of work. This provision does not apply if hours are combined with any other position.
- 7.8.10 The assignment of extra trips shall be made using a flexible rotation system. A rotation list will be maintained by dispatch for the assignment of drivers. The purpose of this rotation list is to provide an equal distribution among employees for the opportunity to drive extra trips. A list of all available trips will be posted for interested drivers to indicate trips they wish to be considered for. The rotation shall begin by offering the opportunity in the order of greatest seniority among those drivers who have indicated a desire to drive a particular trip. It is understood and agreed upon that certain factors such as driver proficiency, driver availability, equipment requirements, location of trip, and last minute scheduling changes may cause imbalances in the equal distribution of such assignments.

School District Extra Trips

Only drivers assigned to School District bus routes will be eligible to drive School District extra trips. A list of available trips will be posted for drivers to sign up indicating interest in driving the trip. Assignment will be made using the seniority rotation providing for such factors as driver proficiency, driver and equipment availability, and equipment requirements.

County Office Extra Trips

Only drivers assigned to County Office bus routes will be eligible to drive County Office extra trips. A list of available trips will be posted for drivers to sign up indicating interest in driving the trip. Assignment will be made using the seniority rotation providing for such factors as driver proficiency, driver and equipment availability, and equipment requirements.

- 7.8.11 Whenever the Employer assigns a bus driver to function as a switch bus driver, the employee's basic wage rate shall be increased by five percent (5%) for all time worked during the regular shift.

ARTICLE 8: COMPENSATION

8.1 WAGES

- 8.1.1 Employees covered by this Agreement shall be paid wages as provided in the attached Salary Schedule "A". The compensation package includes salaries (including step and column increase and salary-driven benefits, such as PERS, Workers Compensation, Medicare, etc.) and non-salary-driven benefits such as medical, dental, vision, and life insurance.

Under the alternative social security plan, the maximum salary cap shall be equivalent to the OASDI limit effective January 1, 1998.

- a. Placement on the salary schedule shall be approved by the County Superintendent based on prior appropriate experience.
- b. Employees who receive a promotion will be placed on the step of the new range that results in at least a 5% increase; however, previous relevant experience may be considered for initial placement.

8.1.2 Professional Growth

\$150 per year and each succeeding year, will be paid for every ten (10) college semester units or equivalent professional growth hours (15 professional growth hours is equivalent to one semester unit) completed up

to a maximum of sixty (60) units and \$900. Should the college be on a quarter system, the quarter units completed will be equal to two-thirds (2/3) of a semester unit. The Application for Professional Growth Credits form must be completed and the following guidelines must be met in order for the employee to receive credit for Professional Growth:

1. The course(s) and/or professional growth hours must be pre-approved in writing by the supervisor.
2. The course(s) and units and/or professional growth hours must be job-related or leading toward an appropriate degree (Associate Degree or beyond).
3. The course(s) and units must be from an accredited institution.
4. Proof of course completion and/or professional growth hours (copy of transcript, grade card or certificate of completion) must be submitted by the employee to the Human Resource Services Office at any time during the year. Payment will be prorated monthly and effective the month documentation is received by the Human Resource Services office.
5. Course(s) tuition, fees, books and/or materials are the responsibility of the employee.
6. Professional growth hours will be completed outside the normal working day of the employee.
7. This provision applies to all employees covered by this Agreement regardless of hours of employment.

8.1.3 Unit members who have an Associate's Degree from an accredited institution shall receive an annual stipend of \$900. Unit members who have a Bachelor's Degree from an accredited institution shall receive an additional annual stipend of \$1,925. Unit members who have an earned Master's Degree from an accredited institution shall receive an additional annual stipend of \$2,825. Unit members who have a CPA license employed in a fiscal position shall receive an additional stipend of \$2,825 in lieu of a Bachelor's Degree or Master's Degree stipend. Unit members who have an earned Doctorate Degree from an accredited institution shall receive an additional annual stipend of \$3,725.

- a. The stipend will be considered at the time of hire or with proof of completion by providing a copy of transcripts or diploma. Continuing education towards professional growth stipends and higher degree attainment must be job related and approved by the Supervisor.

- b. The stipend will be paid to the employee on a prorated monthly basis and will be effective at time of hire or the month in which the documents are received by the Human Resource Services office.
- c. Unit members receive only one stipend for the highest level degree attained. In order to encourage continued education, unit members will continue to be eligible for the current \$900 professional growth stipends between degrees and once the degree is granted, the unit member moves to the next stipend level and the \$900 professional growth stipend is discontinued.

8.1.4 Unit members hired on or after July 1, 2013 will receive 3% longevity increments on their base salary upon completion of 10, 15 and 20 years of service.

Unit members hired on or before June 30, 2013 will receive 5% longevity increments on their base salary upon completion of 10, 15, 20, 25 and 30 years of service.

8.1.5 Employees who are assigned by the employer and under the direction of their supervisor, who provide primary language assistance or interpreting services to individuals of limited or non-English speaking, shall be paid an additional stipend of 5% of the regular wage. The position of Instructional Assistant – Bilingual is excluded from this article.

8.1.6 Site liaisons who are assigned extra duties by the supervisor and are assigned to a site with an off-site Site Facilitator, shall receive an increase in their base pay of 5% of the regular wage.

8.1.7 Employees who are assigned by the employer and under the direction of their supervisor, who provide supervision to students while enroute to home or school via school bus, shall be paid their regular hourly rate plus 5%. These additional hours are considered separate and apart from their original assignment and will not be considered an extension of the regular assignment.

8.2 INSURANCE BENEFITS

8.2.1 Each full-time unit member (8.0 hours per day or 40 hours per week) shall be entitled to receive a monthly Employer health and welfare benefit contribution as specified in Appendix C. Each insured unit member shall pay all sums in excess thereof, by automatic payroll withdrawal, in order to fully fund the premiums for such health and welfare benefits which include medical, dental, and vision insurance premiums. The employer will contribute a fixed dollar amount for employee benefits and \$500 will be redirected to each full-time unit member in an employer-funded health reimbursement account or health savings account. Effective July 1, 2023,

the fixed dollar amount for each full-time unit member shall be as follows:

Employee only	\$7,700 per year
Employee Plus Children	\$11,000 per year
Employee Plus Spouse	\$12,000 per year
Employee Plus Family	\$17,000 per year ²

- 8.2.2 Employees may choose health plan options that most suit their needs as provided in Appendix C, including medical, dental and vision.
- 8.2.3 Life insurance of \$15,000 is provided for each eligible employee.
- 8.2.4 The Employer may elect to change insurance carriers or claims administrators, provided such change is communicated to CSEA at least thirty (30) calendar days prior to its effective date. In making such a change the Employer will not reduce the present level of benefits.
- 8.2.5 The above employer health benefit contributions shall be prorated for part-time unit members, when the insurance policy permits, except for those employees regularly assigned to work less than twenty (20) hours per week who shall not be eligible for any benefit contribution or coverages. This option is only available at the time of employment or any open enrollment periods permitted by the Plan. For those employees who are assigned to work during the school year only, the full twelve (12) months of insurance premiums shall be withheld from the employee's salary checks in the ten (10) month period of the school year.

Benefit contributions will be computed for all part-time employees at the beginning of the year for payroll deductions. Any changes in the hours will be adjusted at the end of the year. Modifications can be made earlier at the request of the employee.

There shall be deducted from the payroll warrants of part time unit members who select the option to be covered by the employer insurance policies (medical, dental and vision), all sums in excess of the applicable employer prorated amount for such insurance premiums so as to fully pay on a monthly basis such premiums. Such premiums shall be deducted, by automatic payroll withdrawal, so as to fully fund the twelve (12) months of insurance premiums.

- 8.2.6 A member of the unit on an unpaid leave of absence may participate at the member's option and at his/her expense, in any of the above health benefit coverages during the period of the leave, subject to the approval of the Employer, claims administrator or carrier, as applicable. If such an option is selected by an employee, premiums will be paid to the Employer's designee on a quarterly basis in advance.

²8.2.1 Effective date & fixed amounts increased - Revised February 16, 2023

8.2.7 Employees retiring from age fifty-five (55) until age sixty-five (65) and who are currently enrolled in the medical benefit plan, who retire by going directly from active employment with the Employer to retirement through the Public Employees' Retirement System are eligible to participate in the medical, dental and/or vision benefit plan set forth in 8.2.1 above, with the Employer contributing the following monthly amounts:

Minimum of five (5) consecutive years of service \$300

Minimum of ten (10) consecutive years of service \$450

Minimum of fifteen (15) consecutive years of service \$600

This option is only available until a retiree reaches the age they become eligible for Medicare. "Consecutive years of Employer service" as used herein, includes employment time prior to a layoff, providing re-employment occurs during the thirty-nine (39) month period of re-employment rights for the employee that does not include the layoff period.

Employees hired before July 1, 1996 are eligible for either \$150 per month for life, or the above amounts based on consecutive years of service.³

8.2.8 Employees retiring from age fifty-five (55) until age sixty-five (65) may apply the retiree benefit, as stated in 8.2.7 toward either the SCOE group medical, dental, and/or vision health insurance plan(s) provided to actively employed unit members or paid directly to a SCOE Health Reimbursement Account for retirees.⁴

8.3 STATE DISABILITY INSURANCE

All eligible unit members shall be covered by the California State Disability Insurance Program. The full cost of this coverage shall be borne by the Employer. It is agreed that this provision shall be in effect for the minimum period required by the Disability Insurance Program. It is also agreed and understood that any disputes concerning this program shall be submitted to the State Disability Program for resolution and shall not be processed through the grievance procedure of Article 14 of this Agreement nor the above claims review process.

8.4 UNIFORMS

The employer may require unit members to wear a distinctive uniform and items of identification. As determined by the Employer, the purchase, lease, of such uniforms, equipment, identification badges, emblems, and cards required by the Employer shall be borne by the Employer.

³8.2.7 Language changed - March 22, 2022

⁴8.2.8 Language changed - March 22, 2022

8.5 AUTOMOBILE MILEAGE EXPENSE REIMBURSEMENT

8.5.1 An employee who is authorized in advance by the supervisor to use a personal automobile in the performance of duties shall be reimbursed at the rate established by the Internal Revenue Service. To be eligible for such mileage reimbursement, an employee must follow County Schools Office approval and claims procedure. If an employee requests to utilize their personal vehicle rather than a SCOE provided vehicle, and the request is approved by their supervisor, the reimbursement will be for mileage one-way only.

8.6 SHIFT DIFFERENTIAL

Employees who are regularly assigned by the Employer to begin work between the hours of 3:00 p.m. and 4:00 a.m. shall be paid an additional 5% of the regular wage for all hours worked on the shift. This provision does not apply to employees in the after school program.

8.7 ENVIRONMENTAL CAMP EMPLOYEE MEAL PROVISION

Unit members who are normally assigned to the Environmental Camp and who are on duty during a student meal period shall be eligible to be provided such meal. It is agreed and understood that this provision is applicable only for those unit members who are normally assigned to the Environmental Camp in recognition of the unique conditions of employment of such employees. Therefore, this provision shall not apply to other unit members.

8.8 TOOL RENTAL

Employees who are employed as School Bus and Vehicle Maintenance Technicians or Transportation Shop Assistant shall be paid \$1100.00 prorated monthly for personal tool rental. To be eligible for such payment, employees must provide at their own expense the tools as specified on the Tool List agreed upon by the Employer and Association on file in the Transportation Office.

8.9 ANNIVERSARY DATE

Unit members shall have an anniversary date of July 1 and shall advance to the next step on the wage schedule on July 1 of the following year, completing one year of employment, provided he/she gained employment or promotion with the Shasta County Office of Education prior to March 1. Anniversary date is used to calculate longevity, vacation and step increases.

Examples:

Hire or promotion date between July 1, 2019 and February 28, 2020 (February 29, during a leap year) will receive their step increase on July 1, 2020.

Hire or promotion between March 1, 2020 and June 30, 2020 will be eligible to receive step increase on July 1, 2021.

8.10 EMPLOYEE EXPENSES

Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day or to their regular place of abode will be allowed actual necessary personal expenses for board and lodging for the duration of such assignment provided they have prior approval of the Employer and provided further that they board and lodge at places to be designated by the Employer. In order for an employee to be reimbursed for out-of-pocket expenses as set forth above, the expenses shall be substantiated by written receipts.

8.11 WORKING OUT OF CLASSIFICATION

A unit member who is temporarily assigned by the department to perform the duties and responsibilities of a position of a higher classification for a period of time which exceeds five (5) working days out of a 15 calendar day period, shall receive the rate of pay of the higher classification for the entire period of time of such temporary assignment.

8.12 SCHOOL BUS INSTRUCTOR STIPEND

Effective July 1, 2013, employees who are assigned by the employer and under the direction of their supervisor, to provide classroom and/or behind-the-wheel training services to original or renewal school bus drivers, shall be paid a stipend of \$1,800.00 per year prorated on a monthly basis. In order to receive the stipend, employees must have a valid School Bus Driver Instructor Certificate.

ARTICLE 9: HOLIDAYS

9.1 The following shall be the holiday schedule for unit members:

1. July 4 (Independence Day)
2. The first Monday in September (Labor Day)
3. November 11 (Veterans Day)
4. The Wednesday proceeding Thanksgiving (in lieu of Admissions Day)
5. The last Thursday in November (Thanksgiving Holiday)
6. The Friday following the last Thursday in November
7. December 25 (Winter Holiday)
8. Work day preceding December 25 (Winter Holiday)
9. January 1 (New Year's Day)
10. Third Monday in January (Dr. Martin Luther King, Jr. Day)
11. February 12 (Lincoln's Birthday)
12. The third Monday in February (Washington's Birthday)

- 13. The Friday of the week of the spring school recess (Spring Holiday)
- 14. The last Monday in May (Memorial Day)
- 15. Juneteenth (June 19th)⁵

- 9.2 To be entitled to any of the above paid holidays, a unit member must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Unit members, who are not normally assigned to duty during the school holidays of December 25 and the work day preceding, and January 1, shall be paid for those three (3) holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 9.3 If a day other than September 9 (Admission Day) is designated as a holiday, an employee will be entitled to the alternative paid holiday if he/she were in paid status during any portion of the working day preceding or succeeding the alternative day.
- 9.4 When one of the above holidays falls on a Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.
- 9.5 HOLIDAY OVERTIME

Unit members assigned by the Employer to work on one of the above holidays shall be paid or given compensating time off for such work, in addition to the regular rate of pay, at one and one-half times the regular rate of pay.

ARTICLE 10: VACATION

- 10.1 Paid vacation leave shall accrue for full-time twelve month unit members at the following rates and to a maximum of one and one-half (1-1/2) year's accumulation.

Years of Service	Work Days of Vacation
One - Three Years	.84 day per month worked
Four - Ten Years	1.25 day per month worked
Thereafter	1.67 day per month worked

Vacation leave shall be prorated for unit members employed less than full-time for twelve (12) months on a proportionate basis based upon the number of hours the part-time employee is paid in comparison with a full-time twelve-month employee.

- 10.2 Upon separation from service, a unit member shall be entitled to lump-sum compensation for all earned and unused vacation except those employees who have not completed six (6) months of County Schools Office employment in regular status shall not be entitled to such compensation.

⁵Negotiated in MOU dated July 16, 2021

- 10.3 A holiday falling within a vacation period shall not constitute a vacation day.
- 10.4 Accrued vacation may be taken at any time during the school year, with approval of the employee's supervisor. If the employee is not permitted to take the full accrued vacation, the amount not taken shall accumulate for use in the next year or be paid in cash at the option of the Employer. An employee must be employed for a period of six (6) months before vacation can be taken.
- 10.5 Employees shall submit vacation requests as far in advance as practical. Upon receipt of a vacation request, the employee's supervisor shall approve or deny the vacation request within 10 working days. If denied, the supervisor must inform the employee in writing the reason for denial. If denied, the denial must be for a valid reason that would severely impact the department. If a dispute as to the validity of a denial arises, the dispute shall be resolved in the manner set forth in Article 14 of this agreement.
- 10.6 If a vacation has been approved by the employee's supervisor, the vacation may be canceled or rescheduled only if approved by the employee.

ARTICLE 11: LEAVE POLICIES

11.1 BEREAVEMENT LEAVE

- 11.1.1 A unit member shall be entitled to a maximum of five [5] days leave of absence without loss of salary for the death of any member of his/her immediate family.
- 11.1.2 Member of the "Immediate Family" is defined as the mother, stepmother, mother-in-law, father, step-father, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother or sister-in-law, step-child/children of the employee, or any relative living in the immediate household of the employee.

11.2 JURY DUTY

- 11.2.1 Employees are entitled to leave with pay to serve on a jury. Serving on the Grand Jury is not covered under this section.
- 11.2.2 When an employee is granted paid leave for jury duty by SCOE, the employee is not eligible for jury duty pay from the court system; however, the employee is eligible to claim and receive mileage through the court system.
- 11.2.3 It is expected that when an employee serves jury duty that the employee will return to work to complete his/her full work day should jury duty be less than

the employee's full work day. The employee will coordinate the jury duty/work schedule with his/her immediate supervisor.

11.3 SICK LEAVE

11.3.1 Unit members employed five (5) days a week shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. Unit members employed for fewer than five (5) days a week and/or less than a full fiscal year are entitled to sick leave as follows:

- a. A member of the unit employed five days a week, who is employed for fewer than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bear to twelve.
- b. A member of the unit employed less than five (5) days a week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

11.3.2 Unit members may accumulate unused sick leave without limitation. When a unit member's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.

11.3.3 The Employer may require a doctor's verification following any absence of four (4) or more consecutive days or for four (4) or more absences in any fiscal year which coincide with a weekend, holiday, or vacation, as a condition of payment of sick leave. The Employer shall also require a medical opinion/verification from a physician other than the treating physician, provided the Employer pays the cost of obtaining such second medical opinion.

11.3.4 Employees shall notify their immediate supervisor or his/her designee in advance of taking any sick leave and in advance of returning to work after sick leave, pursuant to SCOE Superintendent policies and procedures.

11.3.5 Employees returning to work from sick leave after surgery or serious illness must provide a doctor's release certifying medical permission to return to work.

11.3.6 When an employee is absent from duties on account of illness or accident, as verified in writing from the employee's doctor, for a period of five (5) months or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum actually

paid any substitute employee employed to fill the position during the absence.

- 11.3.7 Any unit member may utilize accumulated sick leave for the purposes of a disability related to pregnancy, miscarriage, childbirth, and the recovery there from. The length of sick leave, including the day on which the leave shall commence, and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician provided that such verification demonstrates to the Employer that such leave is for disability purposes. Such pregnancy disability leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury. Such leave is not for purposes of child care or any purposes other than pregnancy-related disability.
- 11.3.8 Whenever any employee as a result of an absence due to injury or illness exhausts all accumulated sick leave benefits accrued pursuant to 11.3.1, and the employee is still unable to return to work, the employee shall then utilize paid vacation benefits accumulated pursuant to Section 10.1 until such vacation benefits are exhausted or the employee's need to be absent terminates. The employer shall require the provision of medical note for verification of absence and will dock pay when all available leaves are exhausted.
- 11.3.9 On July 1, each year, each employee who has been employed for the full previous fiscal year and has used three (3) days or less of paid sick leave including Personal Necessity Leave during the fiscal year shall be credited with one additional day of paid vacation time.
- 11.3.10 FAMILY CARE LEAVE ACT In addition to other paid personal necessity leave of seven (7) days, a unit member may use, in any calendar year, up to but not exceeding one half of the unit member's annual entitlement to sick leave as described in Section 11.3.1 to attend to an illness of a child, parent or spouse of the unit member. All conditions and restrictions regarding the use of sick leave shall also apply to the use by a unit member of sick leave to attend to an illness of his or her child, parent or spouse. The provisions of this subsection do not extend the maximum period of leave to which the unit member is entitled under Section 12945.2 of the Government Code or under the FMLA of 1993 regardless of whether the employee receives sick leave compensation during that leave.

11.4 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 11.4.1 Unit members who have successfully completed their initial probationary period with the SCOE shall be eligible for leave of absence because of industrial accident or illness which the Employer's industrial accident insurance carrier considers a valid claim. Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence with the first (1st) day of absence.

- 11.4.2 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 11.4.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
- 11.4.4 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.
- 11.4.5 Industrial Illness and Accident Leave is to be used in lieu of sick leave. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of his/her sick leave and vacation leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than a full day's wage or salary. The Employer in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 11.4.6 The Employer may require a written statement from a physician verifying an employee's absence under this leave and his/her ability to return to work.
- 11.4.7 When absence arises out of or from an assault, the terms and conditions of the Workers' Compensation Insurance and appropriate leave provisions of this Agreement shall apply, except that the maximum amount of Industrial Accident Leave shall be extended to one hundred twenty (120) work days.

11.5 PERSONAL NECESSITY LEAVE

- 11.5.1 Unit members may use a maximum of seven (7) days of accumulated sick leave in any school year for Personal Necessity Leave for the following purposes:
- a. Death of a member of the employee's immediate family when the number of days absence exceeds the limits set by Bereavement Leave Provisions (Education Code 44981, 45207).
 - b. Accident involving the employee or his/her property, or the person or property of a member of the employee's immediate family.
 - c. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

- d. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any other made with jurisdiction, excluding jury duty.
- e. Up to eight (8) hours, with advanced approval, for the death of a close personal friend or non-immediate family member. Additional hours/days may be requested and approved by the Superintendent or the designee.
- f. Care for their newly born or adopted child on the day of birth or the take-home day for up to one (1) day.
- g. Absence due to inclement weather when conditions make it unsafe to travel to work, or to other acts of nature such as fire, flood, or other immediate danger to the home of the employee.
- h. Unit members may use personal necessity leave for Child-Related Activities as specified in SP 4161.2 provided the employee has requested this time off in advance and received their supervisor's approval. Compensatory time or vacation leave may also be utilized for Child-Related Activities.
- i. As a "No Tell" day, one (1) Personal Necessity Day per school year may be used; however, two weeks advance notice must be submitted on an absence affidavit and advance approval within one week by the supervisor will be granted. In the case of multiple requests for the same day, approval will be guaranteed for the first request received as outline above and all other requests for the same day will be based on staff availability. All requests for Fridays will be granted based on staff availability. This No Tell day will be indicated on the Absence Affidavit form and the time card.
- j. Care of child under age 12 when no other childcare is available.
- k. Other personal necessity leaves may be requested as specified in Superintendent Policy 4161.2, and applicable Education, Labor, and Military/Veterans Codes.

11.5.2 "Member of the Immediate Family" shall be as defined in the Bereavement Leave provision of this Agreement, Article 11.1.

11.5.3 The employee must follow SCOE procedures for absence request and reporting. Payment for absences under this section requires the prior approval of the department administrator or the Superintendent of Schools.

11.6 FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

Unit members are to consult with the Human Resource Services Department regarding leaves that might be available under the Family Medical Leave Act or California Family Rights Act.

11.6.1 PARENTAL LEAVE Ed. Code 44977.5

Classified employees who have been employed by SCOE for a minimum of 12 months are provided an additional differential pay benefit for up to 12 work weeks if the employee is absent on account of parental leave. The Ed Code provides that the 12 work week period shall be reduced by an period of sick leave, including accumulated sick leave, during the period of maternity or paternity leave. An employee must first exhaust all available sick leave, during the period of maternity or paternity leave. An employee must first exhaust all available sick leave, including all accumulated sick leave, and continue to be absent from his/her duties on account of parental leave in order to gain access to differential pay.

While out on parental leave, an employee is entitled to receive any applicable health benefits the employee was receiving immediately before the commencement of the leave. The employee is still required to pay his/her regular contribution while on parental leave.

11.7 OTHER LEAVE WITHOUT PAY

11.7.1 Unpaid leave may be approved, for compelling short term reasons, at the discretion of the Shasta County Superintendent of Schools or designee for reasons not specified under other leave provisions of this Agreement.

11.7.2 Advance written approval is required. Requests are to be made in writing and submitted to the Human Resource Services Office.

11.7.3 One full day of pay shall be deducted from the employee's salary and benefits for each day of leave taken.

11.8 EXTENDED YEAR

11.8.1 Regular Shasta County Office of Education employees may use Bereavement Leave, Sick Leave and Personal Necessity Leave during the extended session ONLY AFTER they have worked at least one full day of the extended year session. A "full-day" includes any days and hours assigned prior to the start of the extended session.

ARTICLE 12: PRE-PLACEMENT PHYSICAL EXAM

Employees hired after January 1, 1997, will be required to have a pre-placement physical. Employees transferring into one of classifications listed below will be required to have a pre-placement physical.

Bus Driver, Bus Attendants, Instructional Assistants, Food Service Staff and Maintenance and Operations Staff.

ARTICLE 13: TRANSFER PROCEDURES

13.1 DEFINITION

A "transfer" is defined as a change of job locations within classification.

13.2 The Employer may transfer unit members, subject only to the following procedures. Accordingly, alleged violations of the procedures contained in this Article may be processed through the grievance procedure.

13.3 TRANSFER REQUESTS

13.3.1 Members of the representation unit may, at any time, submit to the Human Resource Services Office a written request for transfer within their current class to another work location or division within the County Schools Office. Such requests for transfer shall be on the appropriate County Schools Office form.

13.3.2 The Human Resource Services Office shall maintain a transfer file of all such requests received. Such requests shall be held and considered for a period of six (6) months as appropriate vacancies occur.

13.4 POSTING OF VACANCIES

13.4.1 The Employer shall post in the County Schools Office, and other County operated facilities, vacancies for positions in the representation unit. Employees may submit to the Human Resource Services Office a written request on the appropriate County Schools Office form for consideration for such a vacancy.

- a. County operated facilities shall be defined as those county owned or leased facilities which are considered the work location of classified employees.

- 13.4.2 Each vacancy announcement shall normally remain posted five (5) working days, during which unit members may apply. Such posting shall include pertinent information about the vacancy and the deadline for submitting requests for consideration. Internal applicants who meet the qualifications will be granted an interview.
- 13.4.3 In order to prevent a "round-robin" series of job vacancy posting in an initial vacancy announcement, the Employer may require unit members wishing to transfer to another work location to indicate their desire. The Employer will consider all such transfer requests for any actual vacancies which may occur.
- 13.4.4 The Employer shall inform all employees submitting requests for consideration for a vacancy of the disposition of their request. If an employee's request to fill a vacancy is not granted, the employee shall be entitled to a meeting with the Superintendent or designee to discuss the reasons why the request was not granted. At employee's request, a representative may accompany the employee.

13.5 TRANSFERS NOT REQUESTED BY EMPLOYEE

- 13.5.1 A notice of at least five (5) working days shall be provided an employee of a transfer which he/she had not requested.
- 13.5.2 Such unit member may request a meeting with the Superintendent or designee to discuss the reasons for such transfer. At the employee's request a representative may attend the meeting to discuss the involuntary transfer.
- 13.5.3 A unit member shall also be given an opportunity to be considered for other transfer vacancies available at the time of the impending transfer.
- 13.5.4 Such transfers shall not be made for punitive or disciplinary purposes, unless the employee has been provided due process procedure rights. However, such transfers may be made for such reasons as, including, but not limited to:
- a. Opening or closing of a facility or program;
 - b. Affirmative action/equal employment opportunity considerations;
 - c. Increase or decrease in the staff assigned to a facility or program;
 - d. Improvement in performance deficiencies cited in the affected unit member's performance evaluation; and
 - e. Improvement in interpersonal working relationships at the existing work site(s) of the affected unit member.
- 13.5.5 Upon written request by the employee, the reasons for the involuntary transfer shall be put in writing and placed in the employee's Personnel file.

13.6 CHILD DEVELOPMENT AIDE TRANSFERS AND HOURS REDUCTIONS

The Employer shall retain the right to reduce work hours in the Child Development Aide classification only after giving current, qualified bargaining unit members, who are classified as Child Development Aide(s), the opportunity to transfer into a vacant position as follows:

- a. Whenever a position vacancy occurs as a result of the termination of an employee in a Child Development Aide classification, which the Employer intends to fill, the position shall be posted at its existing work hours for the purpose of allowing transfers of current bargaining unit members classified as Child Development Aides as provided in Article 13, Transfer Procedures.
- b. If a current bargaining unit member is transferred into the posted vacant position pursuant to the aforementioned Transfer Procedures, it shall be at the previously established level of work hours. The work hours of the position from which the employee transferred may then be reduced.
- c. If no bargaining unit member is so transferred into the posted position vacancy, the Employer, at its discretion, may reduce the previously established work hours of the Child Development Aide position.

ARTICLE 14: PROCEDURE FOR PROCESSING GRIEVANCES

14.1 DEFINITIONS

A "grievance" is a written allegation by the grievant or the Association that the employee has been adversely affected by a violation or misapplication of the specific provisions of this Agreement.

A "grievant" is any employee covered by the terms of this Agreement or the Association. The Association may file a grievance alleging a violation of Article 3 (Association Rights).

A "day" is any day in which the central administrative office is open for business.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the Employer to adjust grievances.

14.2 INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

14.3 FORMAL LEVEL

14.3.1 Level 1

Within thirty (30) work days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to his/her immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

14.3.2 Level 2

If the grievant is not satisfied with the decision at Level 1, he/she may, within ten (10) days, appeal the decision in writing to the appropriate supervisor.

The supervisor shall communicate his/her decision to the grievant within ten (10) days. If the supervisor does not respond within the time limits provided, the grievant may appeal to the next level.

14.3.3 Level 3

If the grievant is not satisfied with the decision at Level 2, he/she may appeal the decision in writing within ten (10) days to the Superintendent or designee. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons and basis for the appeal. The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days.

14.3.4 Level 4

If a grievance is not resolved at Level 3, Level 4 shall be referral by either the grievant, or the Employer, to arbitration. Referral by the grievant shall only be with approval of the Association. Referral shall be done within twenty (20) calendar days of the answer at Level 3.

An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the Employer and the Association are unable to agree on the selection of an Arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5)

persons to be the Arbitrator. The Employer and the Association each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator and his compensation and expenses shall be borne equally by the Employer and the Association. The Employer and the Association shall pay the compensation and expenses of their respective appointees and witnesses. At Association's request and expense Employer shall release employees from duty to participate in arbitration proceedings. Other expense items such as court reporters, transcripts, or room rent, shall be borne equally by the parties.

The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the Employer, the Association and the grievant, and shall not in any way add to, disregard or modify any of the provisions of this Agreement.

14.4 GENERAL PROVISIONS

- 14.4.1 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.
- 14.4.2 Time limits given in these procedures may be modified by written agreement of the parties involved.
- 14.4.3 If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of himself/herself and the other complainants may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.
- 14.4.4 Any employee may present grievances in accordance with this Article without intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement. The Employer shall not agree to the final resolution of the grievance until the Association has been provided a copy of the proposed solution and has been given an opportunity to file a response.
- 14.4.5 Any grievant has the right of representation by the Association at all steps of the grievance procedure. A statement to that effect shall be included on the Employer's grievance form.
- 14.4.6 The grievant shall be allowed released time to process a grievance at times mutually agreed upon by the employee and the supervisor. At Level 4, each witness required to participate in the hearing shall be allowed released time of up to two hours for such appearance, subject to advance notice of at least two (2) days being provided the immediate supervisor.

ARTICLE 15: SAFETY CONDITIONS OF EMPLOYMENT

- 15.1 The Employer shall confer and provide assistance and/or appropriate legal representation as determined by the Employer for any employee assaulted by a student or a parent while in the lawful discharge of his/her duties. An assault shall be defined, as in the penal code, as an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another.
- 15.2 Any case of assault should be promptly reported to the employee's immediate supervisor, who shall immediately report the incident to the appropriate law enforcement agency. Such employee then shall submit a complete written report of the incident to the supervisor. The employee shall be entitled to reasonable release time to complete such report.
- 15.3 A unit member shall report to the immediate supervisor any conditions which he/she believes to endanger his/her health or safety. Such report shall be in writing, or shall be presented verbally followed as soon as practicable by a written report. The supervisor shall take responsive, reasonable, and appropriate action and shall so inform the employee in writing.
- 15.4 The Employer shall prepare and post rules for employee safety and the prevention of on-the-job accidents. Such rules shall provide regulations and precautions for the safety of employees in the performance of their duties.

ARTICLE 16: EMPLOYEE DISCIPLINE

- 16.1 During the probationary period, any employee shall be subject to disciplinary action, including termination, for any reason as determined by the Employer and shall not have the right to a hearing nor the right to file a grievance with respect thereto. Upon completion of the probationary period, employees shall be subject to disciplinary action for just cause and as prescribed herein.
- 16.2 The Employer has the right to take appropriate disciplinary action against employees including, but not limited to, oral or written reprimand, suspension with or without pay, retention on the same step of the salary schedule, transfer, demotion and discharge. The Employer will follow progressive disciplinary procedures.
- 16.3 It is the intent of the parties that discipline will take place in a timely fashion and that employees will be notified of any infractions or problems as soon as possible after the occurrence.

No disciplinary action shall be taken for any reason which arose prior to the employee becoming permanent, nor for any reason which arose more than two (2) years preceding the date of the filing of the Notice of Disciplinary Action, unless

such reason was concealed or not disclosed by such employee when it can be reasonably assumed that the employee should have disclosed the facts to the Employer. Reasons for disciplinary action include, but are not limited to, the following:

- a. Failure or inability to perform duties and responsibilities assigned to an employee's position.
- b. Insubordination (including, but not limited to, refusal to do assigned work, or refusal to follow directives of the employee's supervisor.
- c. Carelessness or negligence in the use of public property or equipment.
- d. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- e. Dishonesty.
- f. Drinking alcoholic beverages on the job, during lunch or breaks, or reporting for work while under the influence of intoxicating liquor.
- g. Addiction to or the use of any illegal or non-prescription drugs or narcotics, or any drug or narcotic offense as defined in Education Code Sections 44009 and 44011.
- h. Conviction of any crime involving moral turpitude; conviction of a felony or of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the position. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- i. Arrest or any violation for a sex offense as defined in Education Code Section 44009 and 44010.
- j. Repeated and unexcused absence or tardiness.
- k. Abuse of leave provisions.
- l. Falsifying any information supplied to the County Office, including but not limited to, information supplied on application forms, employment records, or any other office records.
- m. Violation or refusal to obey rules and regulations of the Employer, or laws of the State.
- n. Abandonment of position.

- o. Failure to possess or keep in effect any license, certificate, or similar requirements specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- p. Physical or mental disability which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by contract or by law regulating retirement of employees.

16.4 Prior to the imposition of discipline of a permanent employee other than an oral or written reprimand or a suspension of five (5) or fewer days without pay, the Employer shall serve personally on the employee or mail to the employee's last known address by registered mail a notice of proposed disciplinary action which shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and if it is claimed that an employee has violated a rule or regulation of the Employer, such rule or regulation shall be set forth in said notice. The notice shall also state the proposed type of discipline, the effective date of the disciplinary action, the employee's right to a hearing on such charges, the employee's right of representation and shall include copies of any documents or evidence proposed to be used against the employee. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice to the employee, and said notice shall be accompanied by a paper, the signing and filing of which with the Employer shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing. In the event that the employee demands a hearing, the Superintendent or his designee shall hear the appeal and shall thereafter notify the employee in writing of the disposition of the appeal.

16.5 Abandonment

If a unit member fails to show up for work and perform his/her duties for five (5) consecutive workdays, SCOE will notify the employee that he/she is presumed to have resigned from employment with SCOE. This notification shall state that the employee must return to SCOE and perform his/her duties within five (5) workdays after the notice is mailed. Such notice shall advise the employee of his/her due process rights as defined in Article 16.4 of the CSEA contract and be sent certified mail, return receipt requested, to the last known address of the employee. (The employee is responsible to provide SCOE with the correct mailing address.) If the employee fails to show up for work and perform his/her duties within five (5) workdays after the mailing of such notice, the employee shall be conclusively presumed to have abandoned his/her position and shall be deemed to have resigned his/her employment.

ARTICLE 17: RECLASSIFICATION AND RANGE CHANGE PROCEDURES

- 17.1 "Reclassification" is defined as the upgrading of a position or a classification to a higher classification as a result of the gradual increase of duties being performed by the incumbent(s) in the classification.
- 17.2 "Range Change" is defined as a different placement on the salary schedule for the entire classification.
- 17.3 The Reclassification/Range Change Committee shall consist of two (2) members appointed by CSEA and two (2) members of management, one of whom shall be from the HR department. Each member shall serve a two (2) year term. Terms shall be staggered for the two (2) members of each team.
- 17.4 Requests for reclassification/range changes shall be submitted to Human Resources no later than December 1 by employees or management requesting a reclassification or range change. Forms are available from the Human Resources Office.
- 17.5 The Reclassification/Range Change Committee shall meet between December 1 and the following February 1 to review the requests and formulate recommendations. The Committee shall reach its decisions by consensus.
- 17.6 The Reclassification/Range Change Committee shall present its recommendations to the Superintendent no later than March 1. The Superintendent shall render a decision in writing by March 31. Human Resources will then notify all parties concerned of his/her decision.
- 17.7 Superintendent approved changes shall be retroactive to December 31.
- 17.8 Employees may request a meeting with the Superintendent within ten (10) working days after the receipt of the denial.
- 17.9 The Superintendent retains the right to review classifications outside of this process. The Superintendent agrees to include a representative from the Association for communication purposes.

ARTICLE 18: LAYOFF AND REEMPLOYMENT

- 18.1 In the event of a need to layoff or reduce hours of employees, the County Office shall notify the Association of its intended action and, upon request, shall meet and negotiate concerning the impact of a layoff and the decision to reduce hours. Employees shall be subject to layoff for lack of work or lack of funds. Layoff includes

any reduction in hours of employment or assignment to a classification or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

- 18.2 When, as a result of the expiration of a specially funded program, employees' positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice in compliance with timelines provided in Education Code Section 45117(a), informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights.
- 18.3 When, as a result of a bona fide reduction or elimination of the service being performed by any department, employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff in compliance with timelines provided in Education Code Section 45117(b), and informed of their displacement rights, if any, and reemployment rights.
- 18.4 Nothing herein provided, shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Employer, without the notice required by sections 18.2 and 18.3.
- 18.5 Prior to any final layoff notices being sent to those employees who have been employed the shortest time within the classification, the Employer shall notify the more senior employees whose positions have been reduced or eliminated that they must elect one of the following within five (5) working days of receipt of notice:
1. Elect to be laid off.
 2. Elect to displace a less senior employee if applicable.

The layoff notice shall contain the layoff date, options other than layoff, reemployment rights, and a copy of the layoff resolution.

- 18.6 In the event of a layoff, the order of layoff within the classification shall be determined by length of service. The employee, who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first. "Length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis, military leave, unpaid illness leave or unpaid industrial accident leave. "Hours in Paid Status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the Employer except service in restricted positions. Notwithstanding the foregoing, however, length of service for all employees hired on or after July 1, 1989 shall be determined by the employee's hire date, not work hours.

- 18.7 In case of two (2) or more employees having identical seniority in the same classification, the seniority shall be determined by total years of classified service with the Shasta County Office of Education. Should seniority be found equal in total years, then it will be determined by lot.
- 18.8 Instructional aides who are laid off from their positions in a special education aide position may "bump" into the child development aide classification if they have seniority in that classification.
- 18.9 The hours that the employee held as an instructional aide in special education may be retained for purposes of determining placement in the child development aide classification.
- 18.10 Prior to any layoff, the Employer shall post a seniority list of affected employees. The Employer shall also provide the Association with a copy of the seniority list annually.
- 18.11 Employees who are laid off shall be eligible to continue to receive Employer paid insurance benefits at the same level as prior to layoff for a period of one (1) full calendar month from the date of layoff, unless eligible for another employer paid insurance program, subject to the approval of the insurance carriers.
- 18.12 Reemployment shall be in the reverse order of layoff. Employees who are laid off are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants for their former classification. In addition, such employees laid off shall have the right to apply for promotional positions with the Employer during the period of thirty-nine (39) months.
- 18.13 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as employees laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the classification shall still apply. The Employer shall make the determination of the specific period for eligibility for reemployment on a class-by-class basis.
- 18.14 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and without limitation of time.
- 18.15 Offers of reemployment shall be made either by personal service or via U.S. Certified Mail with a return receipt addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the employee's signature. Failure to so reply within ten (10) working days from date of personal service or of mailing of the offer of reemployment shall be deemed a

refusal of that offer of reemployment. It is the responsibility of each employee on a reemployment list to file with the Employer's Office a current mailing address.

- 18.16 An employee who is laid off and subsequently rehired from a reemployment list shall have the accrued sick leave balance as of the date of layoff reinstated.
- 18.17 Upon reemployment in the classification from which laid off, an employee shall be placed on the former step of the salary range. Notwithstanding the provisions of this Agreement relative to step increases, the employee shall be eligible for advancement to the next step of the salary schedule upon reemployment if the employee was due to receive a step increase on July 1, of the fiscal year following the date of layoff.
- 18.18 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The Employer shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If the employee is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the Employer shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his request for reinstatement from retirement.
- 18.19 Notwithstanding any other provisions of law, any person may be permitted by the Employer to perform the duties specified in Section 44814 or 44815 of the Education Code or to serve as a non-teaching volunteer aide under the immediate supervision and direction of the certificated Personnel of the Employer to perform non-instructional work which serves to assist such certificated Personnel in performance of teaching and administrative responsibilities. Such a non-teaching volunteer aide shall not be an employee of the Employer and shall serve without compensation of any type or other benefits accorded to employees of the Employer, except as provided in Section 35212 of the Education Code and Section 3364.5 of the Labor Code. The Employer may not abolish any of its classified positions and utilize volunteer aides, as authorized herein, in lieu of classified employees who are laid off as a result of the abolition of a position; nor may the Employer refuse to employ a person in a vacant classified position and use volunteer aides in lieu thereof.

It is intended to permit the Employer to use volunteer aides to enhance its educational program, but not to permit displacement of classified employees nor to allow the Employer to utilize volunteers in lieu of normal employee requirements.

- 18.20 It is the intent of the parties that the Employer has the right to direct the work force in order to provide services and educational programs. In providing services and educational programs, the Employer may utilize, consistent with past practices, non-bargaining unit Personnel to perform duties previously performed by unit members on a reemployment list. However, it is recognized that teachers, in the

regular course of duties, may perform a portion or all of the duties previously performed by instructional aides who have been laid off.

- 18.21 Subsequent to a layoff, the Employer shall not contract out work beyond the level such work was contracted out prior to any layoff.

ARTICLE 19: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 20: EMERGENCY PROVISION

The employer retains its right to amend, modify, or rescind policies, regulations, and practices referred to in this Agreement in cases of emergency and only for the duration of such emergency. For the purposes of this Article, an emergency is defined as an Act of God, war, nature, or man-made disaster.

ARTICLE 21: CONCERTED ACTIVITIES

- 21.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, unlawful picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County Schools Office by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 21.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the County Schools Office by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 21.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the Employer, subject to established due process procedure rights.
- 21.4 It is understood that in the event this Article is violated, the Employer shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in County Schools Office policy from any employee and/or the Association, violating this Article.

ARTICLE 22: COMPLETION OF MEET AND NEGOTIATION

Except as specifically provided in Article 23 (TERM) during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment and terms and conditions of employment, including, but not limited to, reclassification and agrees that the Shasta County Superintendent of Schools shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the Employer or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 23: TERM

This Agreement shall remain in full force and effect from November 1, 2022 up to and including October 31, 2025 and thereafter shall continue in full force and effect year-by-year unless one of the parties notifies the other in writing no later than September 1, to modify, amend or terminate the agreement. Should any other group receive larger compensation, management agrees to grant equal compensation to this group. Notwithstanding the foregoing, however, either party may, by giving the other written notification prior to September 1, of its intent to reopen negotiations on Article 8, Compensation, and one other Article of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement, to be effective November 1, 2022 or thereafter as specified.⁶



Judy Flores, County Superintendent, SCOE



Joan Nevarez, Exclusive CSEA Labor Representative




Adam Hillman




Scott Hunter, CSEA #642 Chapter President



Jodie VanOrnum



De'An Chambless



Mike Freeman

⁶Article 23 - Revised June 4, 2021, March 22, 2022 & February 16, 2023



Austin Preller



Sam Dodson

Appendix A - Classified Employee Salary Schedule⁷

**CSEA CLASSIFIED (HOURLY) SALARY SCHEDULE
BASE SCHEDULE (CLH)
EFFECTIVE 1/1/2023 8% NEGOTIATED INCREASE**

CLASSIFICATION	RANGE
<u>Instructional Assistant-Early Childhood</u>	10
<u>Custodian I; Site Liaison</u>	12
<u>Lead Instructional Assistant-Early Childhood; Lead Site Liaison; Office Assistant; Paraeducator-Alt Ed/Spec Ed</u>	16
<u>Custodian II</u>	17
<u>Behavior Management Assistant; Behavior Management Assistant-Special Education</u>	19
<u>Administrative Assistant; Early Childhood Specialist; Human Resources Technician</u>	20
<u>Office Technician II; School Bus Driver; Site Facilitator</u>	21
<u>Accounting Assistant; Child Care Services Specialist; Facilities Specialist; Landscape Specialist; Lead Cook; Lead Custodian; School Administrative Assistant; Student Attendance Registrar</u>	22
<u>Deaf Mentor; Educational Interpreter Intern; Lead Behavior Management Assistant-Special Education; Transportation Shop Assistant</u>	23
<u>Administrative Program Assistant</u>	24
<u>Attendance Support Technician; Brailist; ECS Process Technician; Educational Sign Language Interpreter I (EIPA Level of 3.0-3.4); Human Resources Specialist; Student Data Technician</u>	26
<u>Lead School Bus Driver/Instructor; School Bus & Vehicle Maintenance Technician; Senior Facilities Specialist</u>	27
<u>Dispatcher/Scheduler; Educational Sign Language Interpreter II (EIPA Level of 3.5-3.9)</u>	28
<u>Accounting Technician; Communications Technician; Information Technology Technician; Payroll Technician</u>	30
<u>Administrative Program Coordinator</u>	31
<u>Vehicle Maintenance Technician II</u>	32
<u>Accountant I; Educational Data Analyst</u>	34

<u>Business Applications Coordinator; Community Connect Coordinator; Educational Sign Language Interpreter III (EIPA or ESSE-I/R of 4.0+); Educational Technology Coordinator; Project Coordinator-Early Childhood Services; Project Coordinator-Facilities, Maintenance & Operations; Project Coordinator-Foster Youth Services; Project Coordinator-Information Technology; Project Coordinator-SHARE Program; Project Coordinator-TUPE; Quality Assurance Coordinator</u>	37
<u>Accountant II; Educational Data Analyst II</u>	38
<u>Certified Educational Sign Language Interpreter (RID certified or equivalent)</u>	40
<u>Accountant III; Information Technology Analyst; Lead Educational Sign Language Interpreter</u>	42
<u>Senior Information Technology Analyst</u>	45
<u>Network Engineer; Systems Engineer</u>	46
<u>Sr. Engineer</u>	50
<u>Board Certified Behavior Analyst (BCBA); Mental Health Services Clinician I</u>	54
<u>Mental Health Services Clinician II; Occupational Therapist</u>	58

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
10			17.07	17.94	18.85	19.80	20.80
11			17.50	18.39	19.31	20.30	21.32
12		17.07	17.94	18.85	19.80	20.80	21.85
13		17.50	18.39	19.31	20.30	21.32	22.41
14		17.94	18.85	19.80	20.80	21.85	22.98
15	17.50	18.39	19.31	20.30	21.32	22.41	23.55
16	17.94	18.85	19.80	20.80	21.85	22.98	24.13
17	18.39	19.31	20.30	21.32	22.41	23.55	24.73
18	18.85	19.80	20.80	21.85	22.98	24.13	25.35
19	19.31	20.30	21.32	22.41	23.55	24.73	25.98
20	19.80	20.80	21.85	22.98	24.13	25.35	26.64
21	20.30	21.32	22.41	23.55	24.73	25.98	27.31
22	20.80	21.85	22.98	24.13	25.35	26.64	27.98
23	21.32	22.41	23.55	24.73	25.98	27.31	28.69
24	21.85	22.98	24.13	25.35	26.64	27.98	29.42
25	22.41	23.55	24.73	25.98	27.31	28.69	30.13
26	22.98	24.13	25.35	26.64	27.98	29.42	30.89
27	23.55	24.73	25.98	27.31	28.69	30.13	31.67
28	24.13	25.35	26.64	27.98	29.42	30.89	32.48
29	24.73	25.98	27.31	28.69	30.13	31.67	33.28
30	25.35	26.64	27.98	29.42	30.89	32.48	34.12
31	25.98	27.31	28.69	30.13	31.67	33.28	34.96
32	26.64	27.98	29.42	30.89	32.48	34.12	35.84
33	27.31	28.69	30.13	31.67	33.28	34.96	36.73
34	27.98	29.42	30.89	32.48	34.12	35.84	37.65

35	28.69	30.13	31.67	33.28	34.96	36.73	38.59
36	29.42	30.89	32.48	34.12	35.84	37.65	39.56
37	30.13	31.67	33.28	34.96	36.73	38.59	40.57
38	30.89	32.48	34.12	35.84	37.65	39.56	41.57
39	31.67	33.28	34.96	36.73	38.59	40.57	42.63
40	32.48	34.12	35.84	37.65	39.56	41.57	43.69
41	33.28	34.96	36.73	38.59	40.57	42.63	44.79
42	34.12	35.84	37.65	39.56	41.57	43.69	45.93
43	34.96	36.73	38.59	40.57	42.63	44.79	47.07
44	35.84	37.65	39.56	41.57	43.69	45.93	48.25
45	36.73	38.59	40.57	42.63	44.79	47.07	49.46
46	37.65	39.56	41.57	43.69	45.93	48.25	50.69
47	38.59	40.57	42.63	44.79	47.07	49.46	51.95
48	39.56	41.57	43.69	45.93	48.25	50.69	53.26
49	40.57	42.63	44.79	47.07	49.46	51.95	54.55
50	41.57	43.69	45.93	48.25	50.69	53.26	55.92
51	42.63	44.79	47.07	49.46	51.95	54.55	57.32
52	43.69	45.93	48.25	50.69	53.26	55.92	58.76
53	44.79	47.07	49.46	51.95	54.55	57.32	60.22
54	45.93	48.25	50.69	53.26	55.92	58.76	61.72
55	47.07	49.46	51.95	54.55	57.32	60.22	63.25
56	48.25	50.69	53.26	55.92	58.76	61.72	64.84
57	49.46	51.95	54.55	57.32	60.22	63.25	66.47
58	50.69	53.26	55.92	58.76	61.72	64.84	68.13
59	51.95	54.55	57.32	60.22	63.25	66.47	69.83
60	53.26	55.92	58.76	61.72	64.84	68.13	71.56

61	54.55	57.32	60.22	63.25	66.47	69.83	73.37
62	55.92	58.76	61.72	64.84	68.13	71.56	75.19

Appendix B - Employee Evaluation Procedures

EVALUATOR – Before completing this report please read instructions for completion.

8

Report of Classified Employee Performance	Shasta County Office of Education
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NAME	EMPLOYEE ID	DEPARTMENT	CLASSIFICATION
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FROM: TO:

TYPE OF EVALUATION

Annual	6 Month Probationary: 1 st two month probationary evaluation
Special	6 Month Probationary: 2nd four month probationary evaluation
Promotional Probationary – 6 months	6 Month Probationary: Final probationary evaluation

SECTION A: Record GOALS for current performance period.

SECTION B: Record FEEDBACK gathered during current performance period.

SECTION C: Record PROGRESS ACHIEVED in obtaining goals established during the current rating period.

SECTION D: Record JOB STRENGTHS and areas of EXCEPTIONAL performance.

NAME _____ EMPLOYEE ID _____ DEPARTMENT _____ CLASSIFICATION _____

FROM: _____ TO: _____

SECTION E: Rating Key													
PC	Proficient & competent					U	Unacceptable						
PR	Progressing towards proficient & competent					NA	Not Applicable						
ND	Needs Development					PLEASE CHECK THE APPROPRIATE BOXES BELOW							
	PC	PR	ND	U	NA		PC	PR	ND	U	NA		
1						Observance of Work Hours	10						Quality of Work
2						Attendance	11						Planning & Organization
3						Appropriate Attire & Grooming	12						Problem Solving & Decision Making
4						Safety Practices	13						Initiative
5						Operation & Care of Equipment	14						Oral Communication
6						Job Knowledge	15						Written Communication
7						Job Skills	16						Interpersonal Skills
8						Adaptability & Flexibility	17						Customer Service
9						Impact	18						Team Orientation

SECTION F: Record specific IMPROVEMENT PLANS for CORRECTION needed in performance or behavior if any Unacceptable or more than 3 Needs Development items are selected in SECTION E.

SECTION G: Record GOALS established for next performance period.

NAME _____ EMPLOYEE ID _____ DEPARTMENT _____ CLASSIFICATION _____

FROM: _____ TO: _____

SECTION H: For PROBATIONARY EMPLOYEES			
6 Month Probationary:	Two Months	Four Months	Final Probationary
Promotional Probationary:	Six Months		
Permanent Status Recommended (To be determined in conjunction with final probationary evaluation.)			
Permanent Status Not Recommended (To be determined not later than final probationary evaluation in accordance with the INSTRUCTIONS FOR COMPLETION.)			

EMPLOYEE COMMENTS:

EVALUATOR:	ADMINISTRATIVE COUNCIL OR HUMAN RESOURCES DIRECTOR: (Signature required for ALL final probationary evaluations.)	EMPLOYEE ACKNOWLEDGEMENT: This report has been discussed with me. I understand my signature does not necessarily indicate agreement. (Attach additional sheets if necessary to record comments.)
Signature	Signature	Signature
Title	Title	Date
Date	Date	

RATING KEY

PC = PROFICIENT & COMPETENT: Consistently demonstrates PROFICIENCY and is COMPETENT in the execution of the majority of critical job responsibilities and objectives; makes important contributions to the overall functioning of a unit/dept/div by demonstrating solid performance with respect to productivity and quality of work and possesses strong skills and knowledge; is a strong team player who maintains and promotes good working relationships.

PR = PROGRESSING TOWARD PROFICIENT AND COMPETENT: Overall performance is progressing toward a proficient and competent level. Employee demonstrates proficiency and competency in some of the critical job responsibilities and objectives; employee is continuing to work toward proficiency and competency in all critical areas in job responsibilities and objectives, accepts guidance/direction and monitoring, seeks help and advice as needed, and uses available resources effectively.

ND = NEEDS DEVELOPMENT: Overall performance **NEEDS DEVELOPMENT** to ensure consistent execution of all job responsibilities and objectives; demonstrates success in some areas but guidance/direction/monitoring in other areas is needed; performance factors/competencies as identified need further development and/or consistent application.*

U = UNACCEPTABLE: Overall performance is **UNACCEPTABLE**; job responsibilities and objectives have not been consistently met; performance requires close monitoring and has not kept pace with requirements; successes have been only occasional or of minimal impact; performance has failed to improve to demonstrate sufficient level of competencies required.**

NA = NOT APPLICABLE

***NOTE:**
Performance issues or concerns should be discussed with the Human Resource Services Office PRIOR to meeting with the employee.

SECTION D: Exceptional is reserved for categories in which performance is far above the expected proficiencies or for outstanding completion of specific projects. Exceptional performance ratings are atypical and not the expected norm.

SECTION F: This area is for recording specific actions, learning or training required when performance is UNACCEPTABLE or three or more categories are rated as NEEDS DEVELOPMENT. Additional documentation may be provided if initial Improvement Plan does not yield progress towards proficiency.

EMPLOYEE SHARE OF HEALTH INSURANCE COSTS FOR 8-HOUR EMPLOYEES (CSEA&MGMT)

FTE		1.0000		HRS	8.00		CSEA	MGMT		Plan Year		10/1/2022-9/30/2023	
80C			<u>Medical+ Dental+ Vision</u>		<u>Medical+ Dental</u>		<u>Medical+ Vision</u>		<u>Medical Only</u>		<u>Dental+Vision</u>		
ANNUAL	EE ONLY		5,406.72		N/A		N/A		N/A		N/A		
ANNUAL	EE+SPOUSE		9,991.68		N/A		N/A		N/A		N/A		
ANNUAL	EE+CHILDREN		9,665.40		N/A		N/A		N/A		N/A		
ANNUAL	EE + FAMILY		13,980.12		N/A		N/A		N/A		N/A		
Paychecks			12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00	
			Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt		
HOURS	FTE	TIER	<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		
8.00	1.0000	EE ONLY	450.56	491.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8.00	1.0000	EE+SPOUSE	832.64	908.33	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8.00	1.0000	EE+CHILDREN	805.45	878.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8.00	1.0000	EE+FAM	1165.01	1270.92	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
80G			<u>Medical+ Dental+ Vision</u>		<u>Medical+ Dental</u>		<u>Medical+ Vision</u>		<u>Medical Only</u>		<u>Dental+Vision</u>		
ANNUAL	EE ONLY		4,962.72		N/A		N/A		N/A		N/A		
ANNUAL	EE+SPOUSE		9,115.68		N/A		N/A		N/A		N/A		
ANNUAL	EE+CHILDREN		8,849.40		N/A		N/A		N/A		N/A		
ANNUAL	EE + FAMILY		12,720.12		N/A		N/A		N/A		N/A		
Paychecks			12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00	
			Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt		
HOURS	FTE	Tier	<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		
8.00	1.0000	EE ONLY	413.56	451.16	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8.00	1.0000	EE+SPOUSE	759.64	828.70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8.00	1.0000	EE+CHILDREN	737.45	804.49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
8.00	1.0000	EE+FAMILY	1060.01	1156.37	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

Fixed Dollar Amount (CAP) contributed by employer for full time employees:

Employee Only=\$4,500, Employee+Children=\$8,100, Employee+Spouse=\$9450, Employee+FAM=\$13,500

EMPLOYEE SHARE OF HEALTH INSURANCE COSTS FOR 8-HOUR EMPLOYEES (CSEA&MGMT)

FTE		1.0000 HRS		8.00 CSEA		MGMT		Plan Year		10/1/2022-9/30/2023		
80K			<u>Medical+ Dental+ Vision</u>		<u>Medical+ Dental</u>		<u>Medical+ Vision</u>		<u>Medical Only</u>		<u>Dental+Vision</u>	
ANNUAL	EE ONLY		4,506.72		N/A		N/A		N/A		N/A	
ANNUAL	EE+SPOUSE		8,167.68		N/A		N/A		N/A		N/A	
ANNUAL	EE+CHILDREN		8,033.40		N/A		N/A		N/A		N/A	
ANNUAL	EE + FAMILY		11,424.12		N/A		N/A		N/A		N/A	
Paychecks			12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00
			Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt	
<u>HOURS</u>	<u>FTE</u>	<u>Tier</u>	<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>	
8.00	1.0000	EE ONLY	375.56	409.70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+SPOUSE	680.64	742.52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+CHILDREN	669.45	730.31	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+FAMILY	952.01	1038.56	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80M			<u>Medical+ Dental+ Vision</u>		<u>Medical+ Dental</u>		<u>Medical+ Vision</u>		<u>Medical Only</u>		<u>Dental+Vision</u>	
ANNUAL	EE ONLY		3,738.72		N/A		N/A		N/A		N/A	
ANNUAL	EE+SPOUSE		6,643.68		N/A		N/A		N/A		N/A	
ANNUAL	EE+CHILDREN		6,665.40		N/A		N/A		N/A		N/A	
ANNUAL	EE + FAMILY		9,276.12		N/A		N/A		N/A		N/A	
Paychecks			12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00
			Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt	
<u>HOURS</u>	<u>FTE</u>	<u>Tier</u>	<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>		<u>Emp'e COST</u>	
8.00	1.0000	EE ONLY	311.56	339.88	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+SPOUSE	553.64	603.97	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+CHILDREN	555.45	605.95	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+FAMILY	773.01	843.28	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Fixed Dollar Amount (CAP) contributed by employer for full time employees:

Employee Only=\$4,500, Employee+Children=\$8,100, Employee+Spouse=\$9450, Employee+FAM=\$13,500

EMPLOYEE SHARE OF HEALTH INSURANCE COSTS FOR 8-HOUR EMPLOYEES (CSEA&MGMT)

FTE	1.0000	HRS	8.00	CSEA	MGMT	Plan Year	10/1/2022-9/30/2023
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HSA-A			Medical+ Dental+ Vision		Medical+ Dental		Medical+ Vision		Medical Only		Dental+Vision	
ANNUAL	EE ONLY		4,134.72		N/A		N/A		N/A		N/A	
ANNUAL	EE+SPOUSE		7,435.68		N/A		N/A		N/A		N/A	
ANNUAL	EE+CHILDREN		7,361.40		N/A		N/A		N/A		N/A	
ANNUAL	EE + FAMILY		10,404.12		N/A		N/A		N/A		N/A	
Paychecks			12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00
			Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt	
HOURS	FTE	Tier	Emp'e COST		Emp'e COST		Emp'e COST		Emp'e COST		Emp'e COST	
8.00	1.0000	EE ONLY	344.56	375.88	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+SPOUSE	619.64	675.97	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+CHILDREN	613.45	669.22	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+FAMILY	867.01	945.83	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

HSA-B			Medical+ Dental+ Vision		Medical+ Dental		Medical+ Vision		Medical Only		Dental+Vision	
ANNUAL	EE ONLY		3,186.72		N/A		N/A		N/A		N/A	
ANNUAL	EE+SPOUSE		5,563.68		N/A		N/A		N/A		N/A	
ANNUAL	EE+CHILDREN		5,669.40		N/A		N/A		N/A		N/A	
ANNUAL	EE + FAMILY		7,740.12		N/A		N/A		N/A		N/A	
Paychecks			12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00
			Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt	
HOURS	FTE	Tier	Emp'e COST		Emp'e COST		Emp'e COST		Emp'e COST		Emp'e COST	
8.00	1.0000	EE ONLY	265.56	289.70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+SPOUSE	463.64	505.79	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+CHILDREN	472.45	515.40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+FAMILY	645.01	703.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Fixed Dollar Amount (CAP) contributed by employer for full time employees:

Employee Only=\$4,500, Employee+Children=\$8,100, Employee+Spouse=\$9450, Employee+FAM=\$13,500

EMPLOYEE SHARE OF HEALTH INSURANCE COSTS FOR 8-HOUR EMPLOYEES (CSEA&MGMT)

FTE	1.0000	HRS	8.00	CSEA		MGMT		Plan Year	10/1/2022-9/30/2023
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Minimum Value HSA			Medical+ Dental+ Vision		Medical+ Dental		Medical+ Vision		Medical Only		Dental+Vision	
ANNUAL	EE ONLY		2,910.72		N/A		N/A		N/A		N/A	
ANNUAL	EE+SPOUSE		4,987.68		N/A		N/A		N/A		N/A	
ANNUAL	EE+CHILDREN		5,153.40		N/A		N/A		N/A		N/A	
ANNUAL	EE + FAMILY		6,948.12		N/A		N/A		N/A		N/A	
	Paychecks		12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00	12.00	11.00
			Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt		Monthly Amt	
HOURS	FTE	Tier	Emp'e COST		Emp'e COST		Emp'e COST		Emp'e COST		Emp'e COST	
8.00	1.0000	EE ONLY	242.56	264.61	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+SPOUSE	415.64	453.43	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+CHILDREN	429.45	468.49	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.00	1.0000	EE+FAMILY	579.01	631.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Fixed Dollar Amount (CAP) contributed by employer for full time employees:
 Employee Only=\$4,500, Employee+Children=\$8,100, Employee+Spouse=\$9450, Employee+FAM=\$13,500**

Appendix D - Catastrophic Leave

SHASTA COUNTY OFFICE OF EDUCATION

CATASTROPHIC LEAVE for Employees Covered by State Disability Insurance (CSEA, Confidential and Supervisors, Management)

Whenever any employee has exhausted all paid time off benefits as a result of a non-work related injury or disability and is not eligible for long-term disability insurance benefits or whose immediate family member is incapacitated which requires the employee to take time off from work to care for that family member, either of which creates a financial hardship, other employees may contribute their sick leave credits to the eligible employee with such leave credits being donated and granted on the basis of the dollar value of the such credits.

A. For the purposes of this section, the following terms are defined:

1. “Catastrophic illness or injury” is defined as a verifiable illness or injury that is expected to incapacitate the employee for a minimum of ten (10) consecutive days or that incapacitates a member of the employee’s immediate family for a minimum of ten (10) consecutive days which incapacity requires the employee to take time off from work to care for that family member and such time off from work creates a financial hardship because all paid leave has been exhausted.
2. “Employee” is any person in the covered unit in paid status in a permanent position who has passed their probationary period.
3. “Family Member” is defined as the mother, stepmother, father, stepfather, grandmother, grandfather, or a grandchild of the employee or of the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister, brother or sister-in-law, step-child/children of the employee, or any relative living in the immediate household of the employee.
4. “Donating employees” shall be the permanent employees who have a minimum sick leave to their credit equivalent to one full year’s accrual.
5. “Eligible leave credits” means sick leave accrued to the donating employee, which by virtue of donation does not leave the employee with less than 10 or 12 sick leave to their own credit, depending on their assigned work year.
6. “Verification of illness or injury” shall be made by means of a letter, dated and signed by the sick or injured person’s physician, indicating the

incapacitating nature and probable duration of the illness or injury.

CREATION OF THE CATASTROPHIC LEAVE BANK

1. The Shasta County SCOE of Education ("S.C.O.E.") agrees to create a Catastrophic Leave Bank ("Bank") effective July 1, 1998.
2. Days in the Bank shall be carried over and accumulate from year to year based on additional members and/or bank need.
3. Days shall be contributed to the Bank and withdrawn from the Bank based on the daily rate of pay of the Bank participant.
4. The Bank shall be administered by a joint committee comprised of two members appointed by each Association and two members appointed by the administration. Minimum representation shall be one member from each unit and administration.
5. Should a committee member become an applicant, that unit member shall be replaced by another unit member, who is not an applicant.
6. Maximum withdrawal from bank shall be limited to \$60,000 in any fiscal year.

ELIGIBILITY AND CONTRIBUTIONS

1. Only those unit members who have a minimum of earned sick leave credit equivalent to one full year's accrual and who are in permanent, non-probationary positions shall be eligible to become a member of the Bank.
2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
3. The contribution, on the appropriate form, must be authorized by the contributing employee.
4. Initially, an employee must contribute two (2) days to become a member of the Bank. If insufficient hours are credited, the committee may solicit additional days to reach the \$60,000 annual maximum. This is to allow the maximum number of unit members to participate in the Bank.
5. Annually thereafter, a call for hours shall be made during open enrollment (May 1 through June 15). Eligible employees but non-participating employees and newly eligible employees shall be recruited as members.
6. The Committee may consider opening a second window period during the year in the event it becomes necessary to solicit contributions to cover an approved application.
7. Once accepted, the donation of leave credits is irrevocable.

WITHDRAWAL FROM THE BANK

1. Bank members whose total paid leave time has been exhausted may request a withdrawal from the Bank per the definition of a catastrophic illness or injury to themselves or a family member.
2. Participants must use all sick leave, vacation, and compensatory time, and apply for SDI or other long term disability as appropriate excluding differential pay and available to them before they are eligible to request a withdrawal from the Bank.
3. Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the bank. SCOE shall pay the participant full net pay and the bank shall be charged at the appropriate pro-ration.
4. The first ten (10) consecutive duty days of illness or disability of the Bank member or their family member must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal draw from the Bank.
5. Participants applying to withdraw, or extend their withdrawal from the Bank will be required to submit a statement in writing from a physician indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
6. If a participant is incapacitated, applications may be submitted to the Committee by the participant's representative or member of the participant's family.
7. Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days. Duty days are defined as the employee's regularly scheduled number of hours. If the employee is eligible for differential pay, one full duty day will be deducted from the available units granted. Participants may submit requests for extensions of withdrawals as their prior units expire. A participant's withdrawal from the Bank may not exceed a maximum period of twelve (12) consecutive months.
8. If a participant has drawn sixty (60) Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the SCOE offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Bank based upon the medical report. The participant may appeal any such termination under the procedures outlined in paragraph 13 below.
9. Leave from the Bank may not be used for illness or disability, which qualifies the participant for Worker's Compensation.
10. When the Committee may reasonably presume or physician's information indicates

that the applicant for a draw may be eligible for a Disability Retirement under PERS, STRS, Social Security or other long term protection plan, the Committee may request that the applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including written medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the applicant from further Bank payments. Any requests for additional medical information shall be submitted within ten (10) days or the participant's entitlement to Bank payments shall cease. If income protection or disability benefits are denied, the applicant must appeal or entitlement to the Bank leave shall cease.

11. If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the SCOE is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
12. Withdrawals shall become effective immediately upon the exhaustion of sick leave and the waiting periods provided for in paragraph 4 of "Withdrawals from the Bank". For example, if a participant contributed to the Bank when first eligible to contribute and has twelve (12) days of accumulated sick leave (and no other paid leave) when the illness began, he/she could begin withdrawing upon the thirteenth (13th) duty day, if otherwise eligible. If the participant has fifteen (15) days of sick leave at the beginning of the illness, he/she could begin withdrawing on the sixteenth (16) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
13. Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial appeal the denial, non-renewal or termination by providing new additional information to the Committee. This final decision of the Committee is the final authority. Such final authority is not subject to the grievance procedure, review by PERB or litigation and the parties specifically waive any rights to review by any of these entities.

ADMINISTRATION OF THE BANK

1. The Bank Committee shall have the responsibility for maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the S.C.O.E.
2. The Committee shall be responsible for opening the window period for enrollment May 1 through June 15 of each year.
3. The Committee's authority shall be limited to administration of the Bank.
4. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, with ten (10) duty days of receipt of the application.

5. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
6. The Committee may meet on a biannual basis to review the following: a. A current listing of Bank Members. b. The total number of days used and the associated dollar amount for the year.
7. The Committee shall meet the first week of April each year to review the annual reports and activity of the bank.