

AGREEMENT BETWEEN


YUBA COUNTY CLASSIFIED EMPLOYEES ASSOCIATION

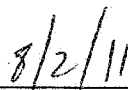
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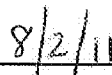
YUBA COUNTY SUPERINTENDENT

7/1/2011 – 6/30/2014

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
CSEA President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

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**ARTICLE I**

**PREAMBLE**

This Agreement is entered into between the Superintendent, hereinafter referred to as the County Office and Yuba County Chapter #705 CSEA, hereinafter referred to as the Association.

**ARTICLE II**

**RECOGNITION**

- A. The Superintendent and the Governing Board recognize Yuba County Chapter #705 of the California School Employees Association as the exclusive representative of all classified employees - excluding management, confidential and supervisory employees - for the purpose of representation as defined in Government Code Sections 3540-3549 inclusive, hereinafter referred to as the "Act."
- B. Individuals represented by the Association shall be referred to as employees for purposes of clarification.

**ARTICLE III**

**PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

- A. Employees shall have the right to join or not join the Association.
- B. The Association has the right to have membership dues deducted for employees in the bargaining unit. Deductions will be made upon the employee filing the appropriate authorization.
- C. The County Office shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations or other County Office approved programs.
- D. Request for changes or additions to payroll deductions must be submitted in writing to the Business Services Department by the 20th day of the month in which the change is to take place.
- E. Revocation of any voluntary deduction shall be upon authorization of the employee and submitted in writing to the Business Services Department by the 20th day of the month in which the change is to take place.

**ARTICLE IV**

**ASSOCIATION RIGHTS**

- A. The Association has all the rights granted an exclusive representative by the Act (Government Code Section 3543.1).

The Association shall have the right to access areas in which employees work provided such access is accomplished during break, lunch or before/after work day. CSEA must give notice to the Superintendent that she/he intends to conduct business on the job site. The Superintendent will notify the site/program supervisor.

The Association shall have the right to use, without charge, County Office buildings, facilities and equipment at reasonable times when not otherwise in use.

The Association shall have the right to use, without charge, bulletin boards, mail boxes, YCOE mail system, email and telephone system for posting and transmission of information or notices concerning Association business. Activities must be accomplished outside of assigned work hours.

- B. The Association representatives will be given reasonable release time to prepare and participate in negotiations. The negotiation team will consist of at least three (3) representatives and one (1) alternate, not to exceed a total of five (5) representatives. Alternates will participate in negotiations as needed. Efforts will be made to have a negotiations representative from each classification.
- C. When meetings last beyond scheduled work times, employee representatives shall not be given compensatory time for the amount of time spent meeting and negotiating and shall not be paid overtime.
- D. The Association president, or their designee, shall be entitled to five (5) days leave for the purpose of conducting the Association business. This leave may only be taken with five (5) days advance notice and approval of the department head. The notice may be waived by mutual consent. Additional days may be approved by the Superintendent at his discretion.
- E. The County Office shall make available to the Association copies of all public information necessary to carry out the Association's "duty of fair representation."
- F. Within thirty (30) days after both parties have ratified the Agreement, the County Office shall prepare and deliver to the Association sufficient copies for distribution to each member.
- G. The information packet furnished new employees shall contain a copy of the negotiated contract and the classified employee portion of the policy manual.
- H. Upon written request from the Association to the Human Resources Department, the following will be provided:
  - 1. A bargaining unit list which shall include the bargaining unit members' name, classification, hours per day, days per year, site and immediate supervisor.
  - 2. A seniority list for all classifications in the bargaining unit.

## ARTICLE V

### EMPLOYMENT STATUS

Regular employees hired to fill a vacant position shall be classified as a probationary employee. The probationary period shall be for twelve (12) months of uninterrupted service from the date of employment. No employee shall attain permanent status in the classified service until a probationary period in a class has been completed. The time employees are on a paid or unpaid leave of absence may be excluded as "probationary time" and the probationary period will be extended for a proportionate amount of time. During this period, the employee shall be evaluated as provided for in the negotiated contract. A person who has successfully completed their probationary period shall then become a permanent employee of the Yuba County Office of Education.

A permanent employee who transfers to a position that is outside of their current classification shall be required to serve a six (6) month probationary period as provided for in the transfer article.

An employee who is laid off and is subsequently reemployed shall be fully restored to their class with all rights to permanent status according to Article XIII.

At least four (4) weeks before the date upon which the probationary period ends, the employee shall be informed of his/her retention or dismissal. This rule shall not act in any way to limit the right of the County Office to dismiss a probationary employee at any time during the one-year period.

## ARTICLE VI

### HOURS AND OVERTIME

- A. The normal work week shall consist of five (5) consecutive days, Monday through Friday.
- B. The duty day schedule for each classified position shall be designated by the County Office based on program needs.
- C. All classified employees, with the exception of the Plumas Lake Child Development Center Staff, will continue to reduce their work year by three (3) days for the 2011-2012 school year. The work year for classified instructional employees shall be 181 duty days. This includes 180 student days and one pre-service/staff preparation day. The duty day shall be designated by the County Office for each classified position.
  - 1. For full-time instructional assistants, the length of the duty day, as determined by the County Office, is based upon six hours per day (30 hours per week).
  - 2. Attendance at required meetings may extend the duty day beyond six hours.
  - 3. The duty day for full-time instructional assistants shall begin at least thirty (30) minutes before their regular classes are scheduled to begin.
  - 4. The work year for twelve (12) month employees shall be 257 days. Vacation and holidays are included in the 257 day count.
  - 5. For the 2011-2012 school year, in the event the state fiscal crisis results in further reduction of the instructional year, the negotiations team will reconvene to discuss reduction of the contract year/salary according to state recommendations and local district calendar adoptions.
- D. Upon notification full-time instructional assistants may leave after student departure and completion of professional duties and responsibilities. The employee and the site administrator will mutually agree on the method of notification.
- E. Employees shall be entitled to an unpaid uninterrupted lunch period of not less than one-half (1/2) hour.
- F. Employees shall be entitled to breaks as scheduled by the immediate supervisor at the rate of fifteen (15) minutes per three and one-half (3 1/2) consecutive hours worked and, if practical, shall be in the middle of each work period.
- G. Authorization for overtime work must have the approval of the department head.
- H. Overtime is defined to include time worked in excess of seven and one-half (7 1/2) hours in a day or in excess of thirty-seven and one-half (37 1/2) hours in a calendar week with the exception of Child Development Program staff overtime will be in excess of eight (8)

hours in a day or in excess of forty (40) hours in a calendar week.

- I. An employee may request compensatory time off in lieu of salary for approved overtime work. The request shall be submitted to the department head and must have the approval of the Director of Human Resources.
- J. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the County Office.
- K. Time that an employee is required to perform unscheduled work which does not continuously precede or follow an employee's regularly scheduled assignment shall be considered call-in or call-back time and shall be compensated for a minimum of four (4) hours of work at the overtime rate. This provision may be waived by written request of the employee. Employees shall have the right to reject any request for call-in or call-back services.
- L. An Instructional Assistant will be paid an additional one-half (1/2) hour per day for preparation of materials on those days during the regular 180 day student work year when the regular classroom teacher is absent for a full day. This shall be approved for the first three (3) days of each absence.
- M. The County Office may hire individuals for special projects and/or to meet unforeseen or emergency situations. The pay rate shall not exceed the first step of the salary schedule.
  1. Individuals hired that will not be needed on a continuing or extended basis shall normally be limited to less than sixty (60) working days.
  2. There may be a need, due to specially funded projects or grants, to employ individuals on a temporary basis which exceeds sixty (60) working days. Individuals hired for these projects will receive overtime and holiday pay but will not be entitled to sick leave, vacation pay, or other benefits. These individuals will be considered short-term employees.
- N.
  1. Employees may leave after student departure to attend an accredited college/university education course contributing to the employee's professional development under the following conditions:
    - a. All courses are required to be pre-approved by the Central Office.
    - b. All courses are required to be relevant to the employee's current job assignment.
    - c. Employees must have prior approval of the department head for course dates and times.
    - d. Employees shall not miss any regularly scheduled staff meetings.
    - e. Employees will arrange in advance for coverage at the school site.
  2. The intent of Section N.1 above is for travel time to classes that commence immediately after the normal workday.

**ARTICLE VII**

**HOLIDAYS**

A. The County Office shall provide employees the following paid holidays:

12 Month Employees

Independence Day  
Labor Day  
Admission Day (Refer to E)  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Presidents Day  
Memorial Day

10 Month Employees

Labor Day  
Admission Day (refer to E)  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Presidents Day  
Memorial Day

- B. When any of the above fall on a Sunday, the following Monday shall be deemed the holiday. If any of these fall on a Saturday, the preceding Friday shall be deemed the holiday.
- C. Any day appointed by the President of the United States or the Governor of California as provided for in the Education Code.
- D. To receive pay for holidays, an employee must be in a paid status on the normal workday immediately preceding or succeeding the holiday.
- E. The Friday before or Monday after Easter Sunday will be a holiday in lieu of Admission Day. The date will be determined by the school calendar.
- F. The Superintendent reserves the right to grant additional days off during Christmas break to twelve (12) month employees.

**ARTICLE VIII**

**VACATIONS**

A. Eligibility

All employees in the bargaining unit shall earn paid vacation time under this Article.

Vacation benefits are earned on a fiscal year basis – July 1 through June 30.

1. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
2. Employees may be granted vacation during the year even though not earned at the time the vacation is taken.
3. Upon separation from service, if an employee has been granted vacation which was not yet earned at time of separation, the employee shall have the full amount of salary which was paid for such unearned days deducted from the employee's last pay check.

4. Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
  5. A classified employee must begin work on or before the first working day following the 10<sup>th</sup> calendar day of the month in order to earn vacation leave for that month. In order to count his/her last month of service upon terminating employment, he/she must have worked at least through the 20<sup>th</sup> calendar day of the month.
- B. Rate of Accrual
1. During the first five (5) years of employment, full-time employees shall be entitled to one (1) day earned vacation per month.
  2. After five (5) years of employment – one and one-quarter (1 ¼) days per month.
  3. After ten (10) years of employment – one and one-half (1 ½) days per month.
  4. After fifteen (15) years of employment – one and two-third (1 2/3) day per month.
- C. Less than seven and one-half (7 ½) hour day employees shall earn vacation on a prorated basis.
- D. Ten (10) or eleven (11) month employees shall earn vacation based on “A” above on a prorated basis.
- E. Paid vacation shall be taken no later than the fiscal year following the year in which it is earned. Under extenuating circumstances, a unit member may request from the Superintendent to carry over additional vacation hours to the next school year. The request must include a plan to use the vacation hours.
- F. A holiday falling within a vacation period shall not constitute a vacation day.
- G. Vacation Scheduling:
1. Requests for vacation should be submitted at least ten (10) working days prior to the beginning date of vacation being requested.
  2. Vacation requests must be submitted to and have the approval of the department head and the Director of Human Resources. A response shall be provided within five (5) working days of the employee’s request.
  3. Emergency vacation time may be requested without complying with the ten (10) working days notice.
- H. An employee shall be permitted to interrupt or terminate vacation in order to begin sick leave requiring services of a doctor or bereavement leave without return to duty status. The employee must notify and submit supporting information to the Director of Human Resources substantiating such interruption or termination.
- I. Upon separation from service/employment, employees are entitled to a lump sum payment for any earned vacation not used.

**ARTICLE IX**  
**TRANSFERS**

- A. Transfer - Movement of an employee from one position or site (site meaning school or class) to another. Assignment changes within the same classification, program and/or site (i.e. speech, special education at Virginia School, etc.) can be made without following the Voluntary Transfer process after consultation between the supervisor, employee and Director of Human Resources.
1. Voluntary Transfer - Employee initiated request to transfer to a vacant position
  2. Involuntary Transfer - Administration initiated re-assignment of employee
- B. Voluntary Transfer
1. All bargaining unit vacancies shall be posted at each site for at least five (5) working days.
  2. An employee may request a voluntary transfer to be made during the school year or to be made at the beginning of the next school year. In either event, the request shall be made on the "Request for Transfer Form" and sent to the Director of Human Resources.
  3. The employee request for transfer/reassignment shall be kept on file for the calendar year in which the request is made unless the transfer is granted prior to the end of the calendar year. All Request for Transfer Forms shall become void upon the conclusion of the calendar year in which the forms were filed and a form must be re-filed in order to be considered during the subsequent calendar year.
  4. Requests for voluntary transfers are not automatically approved and shall be considered according to the following criteria:
    - a. Meet the minimum qualifications
    - b. Work history and performance
    - c. Programs needs
    - d. Agreement of department head and the Director of Human Resources
    - e. Participation in the application and interview process, if applicable
  5. If a request for voluntary transfer is denied, the reasons shall be provided to the employee in writing within ten (10) working days.
- C. A permanent employee who transfers to a position in a different classification shall be evaluated at least once during the first six (6) months of their new position, which will represent their transition period.
- D. Involuntary Transfer
1. Involuntary transfers shall be based on the needs of the County Office and not be punitive or disciplinary in nature.
  2. The involuntary transfer shall be made on the basis of program needs and qualifications.
  3. The employee to be involuntarily transferred shall have the right to indicate a preference for transfer. The County Office may grant these requests, if possible, and without disruption of other work assignments. The employee to be involuntarily transferred shall be considered for placement before voluntary transfers are made or new staff members are hired at any time during the year.
  4. The employee to be involuntarily transferred shall be given the reasons in writing prior to the impending transfer.
  5. An involuntary transfer shall not result in a loss of salary, seniority or fringe benefits to the employee.
  6. The determination to involuntarily transfer an employee shall be made by the

Superintendent.

7. Involuntary transfers may be either temporary or permanent.

## ARTICLE X

### EVALUATION PROCEDURES

- A. All probationary employees shall be evaluated at least twice during their probationary period. All permanent employees shall be evaluated at least once during their second and third year of employment. After the third year, permanent employees shall be evaluated at least every other year, but may be evaluated each year.
- B. Evaluation Process/Timeline
  1. By November 1<sup>st</sup> of each year, permanent employees shall be notified if they will have a scheduled evaluation, and the evaluation process and expectations will be reviewed. Evaluations for probationary employees shall be scheduled according to date of hire.
  2. The process shall include a pre-evaluation conference, ongoing observation of the employee, and a conference reviewing the written summary of the evaluation. The purpose of the pre-evaluation conference is to review the employee goals and identify additional items the employee or administrator may wish to include in the evaluation.
  3. No elements of the evaluation form should be marked "Unsatisfactory" unless, prior to the scheduled evaluation, the area(s) of concern have been observed and discussed with the employee.
  4. The scheduled evaluation process must be completed no later than May 1<sup>st</sup>. If extenuating circumstances arise, the employee and department head may mutually agree to extend the date.
- C. Continuing administrative support and feedback to staff will include, but not be limited to; Walk-throughs, informal observations, participation in staff meetings, review of records, performance of related duties and responsibilities, and professional growth activities.
- D. Evaluations will be based on the following criteria:
  1. Quality of Work
  2. Quantity of Work
  3. Work Habits
  4. Work Attitude
  5. Personal Qualities
  6. Communication
  7. Professional Growth
  8. Support to students in learning environment
  9. Employees who coordinate work of other employees
  10. Additional evaluation criteria relevant to employee's job and responsibilities
- E. If any unsatisfactory or satisfactory with recommendations areas are noted, the evaluator shall be responsible for establishing with the employee a program of assistance, which will include recommendations for improvement. Assistance may include, but not be limited to observations, training, administrative feedback and colleague support. A meeting shall be held prior to the end of the year to review the progress in the assistance plan.
- F. The employee and evaluator shall sign the evaluation and signify the date on which it was completed.

The signature indicates the evaluation was discussed with the employee, but does not necessarily indicate agreement with the contents. An employee may respond to an evaluation in writing with ten (10) duty days and such response shall be attached to the evaluation.

- G. Employees shall receive a copy of all written formal evaluations.
- H. Evaluations shall be maintained in the personnel office. The contents of all evaluations shall be kept in strictest confidence.

## ARTICLE XI

### LEAVES

#### A. Sick Leave

1. Twelve (12) month employees shall be entitled to one (1) day of paid leave for illness or injury per month.
2. Employees working less than twelve (12) months are entitled to that proportion of twelve (12) days paid leave as the number of days they are employed.
  - 180 to 190 work days – 10 days per year
  - 191 to 210 work days – 11 days per year
  - 211 to 260 work days – 12 days per year
3. Employees who work the full time equivalent of extended year (19 days) will earn one day of sick leave (4.5 hours) which can be used during their regular work year.
4. Pay for any such day of absence shall be the same as the pay that would have been received had the employee served during the day of illness.
5. Verification of Illness from the employee's physician may be required at any time when deemed necessary by the County Superintendent.
6. At the beginning of each fiscal year, the full amount of sick leave shall be credited to each employee. Credit for sick leave need not be accrued prior to taking it and it may be taken at any time during the year. A probationary employee shall not be eligible to take more than six (6) days until the first day of the calendar month after successful completion of six months employment.
7. Unused sick leave shall accrue without limitation.
8. The County Office shall provide each employee with a written statement of his or her entitlement and accrued sick leave days on an annual basis. The statement shall be provided no later than the last working day of September of each school year.
9. Upon retirement, an employee may convert unused sick leave to retirement credit in accordance with the rules and regulations of the retirement system.
10. For those employees who work twelve (12) months or 260 days per year, the day before Thanksgiving will be a non-work day. There will be no salary adjustment for this day. This day is granted in consideration of employees receiving one day less sick leave in 2003-04 than in the previous year.

#### B. Extended Illness

As provided in Education Code §45196, when an employee has exhausted all available sick leave and continues to be absent from their duties for a period of five (5) months or less, they shall be placed on extended illness leave. During the extended illness leave, the employee shall receive differential pay. This is the difference between their regular salary and the amount actually paid the substitute employee employed to fill their position during the absence. The amount paid a substitute during any month shall be less than

the salary due the absent employee. Differential pay authorized in this section shall only apply to absences of longer than five (5) consecutive days.

The sick leave (including accumulated sick leave) and the extended illness run consecutively. All sick leave, with the exception of a maximum of five (5) days, shall be used before the extended illness begins.

A permanent employee who has exhausted all available sick leave (including extended illness), vacation, compensatory overtime or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The leave may be renewed for two (2) additional six-month periods not to exceed a total of eighteen (18) months. An employee may resume the duties of a position within the class to which they are assigned at any time during the leaves of absence granted and time lost shall not be considered a break in service. They shall be restored to a position within the class to which they were assigned and, if at all possible, to their position with all the rights, benefits, and burdens of a permanent employee.

If an employee is still unable to assume the duties of their position at the conclusion of all leaves of absence (paid or unpaid), they shall be placed on a reemployment list for a period of 39 months. If the employee is medically able to assume the duties of their position as certified by their physician at any time during the 39 months, they shall be re-employed into the first vacancy in the classification of their previous assignment. The reemployment shall take preference over all other applications except for those laid off for lack of work or funds, in which case they shall be ranked according to seniority. Upon resumption of their duties, the break in service will be disregarded and they shall be fully restored as a permanent employee.

#### C. Personal Necessity

1. Employees are entitled to leave for personal necessity not to exceed twelve (12) days per year and which shall be charged against sick leave. Personal necessity will be prorated for employees who work less than twelve (12) months or a full-time contract.
2. Personal necessity days are non-accruable.
3. Use of personal necessity leave shall be as follows:

- a. Death, Serious Illness or Accident

- (1) Unlimited Days

Any days of leave of absence for sick leave (see Article XVII, Section A) may be used by the unit member for the following reasons:

- Death or serious illness of a member of his or her immediate family.
- Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.
- Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

- (2) Permission to Use

Advance permission is not required for this leave. The employee shall, however, advise his/her supervisor of the circumstances as soon as reasonably possible and shall complete a leave form when he/she returns to work.

- b. Emergency

Leave pursuant to this paragraph shall be limited to circumstances that are an emergency in nature.

- (1) To qualify as an emergency, the situation must meet all of the following criteria:
    - Is serious in nature;
    - The unit member cannot reasonably be expected to disregard;
    - Requires immediate action; and
    - Cannot be taken care of after work hours or on weekends.
  - (2) Advance request for Emergency leave shall be submitted in writing on a Leave Request Form to the supervising administrator in advance whenever possible.
  - (3) In those situations when a written request has not been submitted due to the nature of the emergency, the form requesting personal necessity leave shall be completed by the unit member upon return to work.
  - (4) In extreme circumstances, additional (i.e., more than ten (10) total) days of sick leave may be utilized if the situation meets all of the criteria set forth in Section B.2.b.i., above). Such additional days are at the sole discretion of the Superintendent.
- c. Personal
- (1) Up to four (4) days of leave of absence allotted for personal necessity may be used each year by a unit member, for personal reasons:
    - Attendance at children's school functions.
    - Necessary business transactions which can be handled only during normal business hours (identify specific areas of business on request form).
    - Such leaves may not be used for matters of purely personal convenience, recreation, or to intentionally extend holidays.
    - Such leave shall not be used for concerted activity.
    - Leaves in this category may not be taken for purpose of conducting business for which the employee could reasonably be expected to receive compensation and shall not be used for concerted activities.
    - Religious observances.
    - Personal Leave may not be used for recreational purposes.
  - (2) A unit member may take such leave if he/she completed and submits to their supervisor a Request for Absence form at least five (5) days in advance.
- d. Falsification of Leave
- Any bargaining unit member who falsifies a request for personal necessity leave shall be guilty of a violation of the Agreement and subject to appropriate discipline.

#### D. Bereavement

1. Employees may use up to five (5) days of paid leave of absence, or seven (7) days if travel of more than two hundred (200) miles one (1) way is involved, if there is a death of any member of their immediate family. This leave shall not be deducted from sick leave and shall be taken to address emotional issues, attend the services and any legal issues related to an immediate family member's death.
2. Member of the "immediate family" is defined as the spouse, children (including

- step, foster, in-law, and grand), parents (including step, foster, and in-law), siblings (including step, foster, and in-law), grandparents (including step, foster, and in-law), or any relative living in the immediate household of the employee.
3. Personal necessity may be used to extend bereavement leave.
4. A unit member may request of the Superintendent a day of bereavement leave for someone not listed above.

E. Adoption/Parental Leave

An employee who is adopting a child or becoming a parent shall be entitled to three (3) days paid leave for the purpose of caring for the child's needs. This leave is to be used within ten (10) days of the birth of the child or initial placement of the child with the intent of adopting the child.

F. Industrial Accident

1. Employees absent from duty because of injury or illness which results from industrial accidents which qualify under Worker's Compensation Insurance shall be allowed leave as stated under Education Code Section 45192.
2. Allowable leave for each injury or illness shall not exceed sixty (60) working days in any one (1) fiscal year for any one accident or illness.
3. Periods of absence caused by industrial accident or illness shall not be considered a break in service. Employee disability checks from Worker's Compensation Insurance shall be endorsed to the County Office.
4. The County Office shall pay the employee their full day's wages and shall make normal authorized deductions from the warrant.
5. The employee must remain in California during their leave unless the County Office grants permission to leave the state.
6. After this leave has been used, the employee shall be entitled to use any of their sick leave, vacation time or other available leave provided by law or by Board action to cover the illness or injury which resulted from an industrial accident while performing County Office work.

G. Inservice

1. Employees shall be entitled to at least three (3) days paid leave each school year for the purpose of improving their job performance. Such leave may be used to visit classes in other schools, to attend professional workshops or classes related to their position, or to take exams.
2. Such leave must first have department head approval and shall be used in blocks of no less than two (2) hours.
3. Approval will be conditioned upon other requests received for the same time period and the needs and responsibilities of the County Office.

H. Unpaid Leave

1. The Superintendent may grant an employee an unpaid leave of absence if program will not be unduly impacted, up to a maximum of one (1) year.
2. The employee must request such leave at least one (1) month prior to when the leave is to begin. In special circumstances, or in a case of an emergency, the County Office may waive the advance one (1) month request.
3. The employee on an unpaid leave of absence shall be entitled to:
  - a. Return to a position for which they are qualified.
  - b. Return to the salary schedule on the appropriate step in accordance with Article 17 Section F.
  - c. Continue fringe benefit coverage at the employee's cost.
4. Employees must notify the County Office of their intent to return or resign two (2) months prior to the end of the leave.

- I. Jury Duty - An employee shall be allowed paid leave as required for jury duty; however, payment shall be made for such leave upon presentation of a signed receipt showing actual days served and endorsement of all jury compensation to the County Office excluding reimbursement for mileage and other out-of-pocket expenses such as meals and lodging.
- J. Maternity Leave
1. As provided by Education Code Section 45193, the County Office shall grant a leave of absence from duty for any employee who is required to be absent from duty because of pregnancy, miscarriage, childbirth and recovery therefrom and/or illness of the infant.
  2. The length of the leave of absence including the date on which the leave shall commence and the projected date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
  3. Employees must request maternity leave in writing two (2) months before the leave is to begin.
  4. Conditions caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the County Office under the conditions of the sick leave and extended illness leave provisions. The beginning and projected ending dates of the sick leave shall be determined on basis of the employee's physical condition as certified by her physician or in case of illness of the infant, the attending physician.
  5. This physician's certification of physical disability shall be in writing and submitted to the Personnel Department.
  6. All sick leave benefits will end upon certification in writing by the physician that the physical disability due to the pregnancy, miscarriage, or childbirth has ended and the employee is physically able to return to work. As of that date, she would be required to notify the Personnel Department in writing that she is able to return to her assigned position.
  7. At the end of the maternity leave she may return to the same position in the County Office.
  8. If the employee wishes to extend her maternity leave beyond the date that the physician has certified as the end of her recovery period, she may request to the Personnel Department in writing for a child rearing leave.
- K. Child Rearing
1. Upon request, the County Office may provide an employee who is a natural or adopting parent, or a legal foster parent or guardian, an unpaid leave of absence for the purpose of rearing their child.
  2. Such leave shall be in effect up to one (1) full year.
  3. The employee shall request this leave at least forty (40) work days prior to the anticipated date on which the leave is to commence.
  4. If the leave is for a full year, ten (10) month employees only must notify the County Office of his/her intent to return or to resign no later than April 15.
  5. If the leave is approved, the employee shall be entitled to continue the total fringe benefit package at their cost during the leave, return to the same position which they held immediately prior to commencement of the leave if it still exists or one for which they are qualified, and to the salary schedule on the appropriate step.
  6. The Superintendent may waive the above notice requirements for extreme or unforeseen circumstances.
- L. Personal Family Illness Leave  
Each employee shall be entitled to use their available sick leave in the case of serious

illness or injury of a member of the employee's immediate family, and when the presence of the employee is necessary as verified by a physician. Such leave shall be deducted from sick leave and is not cumulative. The employee's immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, the spouse, son, daughter, son-in-law, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

M. Discretionary Days

All employees are eligible for one discretionary day each fiscal year. Employees are required to work no less than 50% of their position's work year to be eligible for this day. This day is not accruable and must be used in full day blocks. Discretionary days cannot be used during Extended Year.

Five (5) working days notice shall be required when requesting to use a discretionary day.

Under extenuating circumstances, the five day requirement may be waived. Approval will be based on program needs. Discretionary days will not be charged to sick leave.

N. Family Care and Medical Leave

A regular employee who has worked for at least twelve (12) months, and has worked for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave, and who meets all other requirements, may be granted an unpaid leave for up to twelve (12) work weeks under the provisions of the Federal Family and Medical Leave Act and the California Family Rights Act. The leave may be used for the birth or adoption of a child or a child placed in foster care; for the care of a seriously ill child, spouse or parent, or for the health condition of an employee. During the leave, the County Office will continue to pay the employer share of the cost of fringe benefits. The guidelines and forms are available from the Director of Human Resources.

O. Misuse of Leave

1. Unauthorized leave is defined as intentional non-performance of any duties and responsibilities assigned by the County Office.
2. Unauthorized leave shall include refusal to provide service, misuse of any leave benefits and/or non-attendance at required meetings.
3. The employee will receive no less than a deduction of pay for any above misuse.

P. Military Leave

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

Q. Catastrophic Leave Bank

a. Definition

A Catastrophic Leave Bank will be created by the Yuba County Office of Education by budgeting \$10,000 to be used for a catastrophic illness or injury. On July 1<sup>st</sup> of each school year, the Bank will have a beginning balance of \$10,000.

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

"Member of employee's family" shall be limited to husband, wife, son, daughter, stepchildren, mother or father of the employee. A request may be made to the Catastrophic Leave Bank Committee and/or Superintendent for an immediate family member not listed.

b. Eligibility

All employees that have completed three (3) years of service (date of hire) to the Yuba County Office of Education will become eligible to withdraw from the bank. The Catastrophic Leave will not be available for workers' compensation illness or injury.

c. Committee

The Committee will be comprised of one member of the classified unit, one member of the certificated unit, one member of the management unit and the Director of Human Resources. This Committee will make a recommendation to the Superintendent for final approval.

d. Withdrawal from the Bank

An employee must use all sick leave and any other paid leave including five-month difference pay, if applicable, before they may become eligible to request withdrawal from the bank.

Withdrawal from the Bank, shall be granted in units of no more than thirty (30) duty days. Employees may submit requests for extensions of withdrawals as their prior awards expire. In no event shall such requested withdrawal exceed sixty (60) duty days in any school year.

e. Procedure for Request from the Bank

An employee desiring Catastrophic Leave pursuant to this section shall submit a written request to the Catastrophic Leave Bank Committee through the Director of Human Resources. This request must include a doctor's statement indicating the nature of the illness or injury and probable length of absence from work. If for a family member, the doctor's note must include a statement that the employee is required to provide medical assistance. A meeting of the Catastrophic Leave Bank Committee will be called to review the application for eligibility and make a recommendation to the Superintendent.

If an employee is incapacitated, requests for Catastrophic Leave may be submitted in writing by a member of the immediate family.

The Committee shall keep all records confidential and shall not disclose the nature of the illness. Application shall be reviewed by the Committee and they will make a recommendation to the Superintendent. The Superintendent will make the final decision and report that decision to the applicant, in writing, within ten (10) duty days of receipt of the application.

## ARTICLE XII

### SAFETY

- A. Employees are required to be safety conscious in their own actions and to report unsafe or unhealthy conditions to their department head.
- B. Upon receiving written notice of an alleged unsafe or unhealthy condition, the department head will have the responsibility of determining if, in fact, an unsafe or unhealthy condition exists.
- C. Upon the determination that an unsafe or unhealthy condition exists, the department head will initiate action to correct the condition and will notify the employee in writing of the administrative action taken within three (3) working days after the written report is submitted.
- D. Any abuse of any type, assault or battery or any threat of force or violence at any time or place related to school activities, shall be reported immediately by employees to their department head.
- E. The employee shall complete reports relating to any violations described above in writing

within three (3) working days of the occurrence.

- F. The department head shall initiate action to correct and handle the problem and will notify the employee in writing of the administrative action taken within three (3) working days after the written report is submitted.

### ARTICLE XIII

#### LAYOFF PROCEDURE

- A. The County Office shall make the decision to lay off employees for lack of work and/or lack of funds.

B. Notice

1. The Superintendent or his designee shall notify the Association president of any proposed layoff at least forty-eight (48) hours prior to the distribution of Layoff Notices and they will negotiate the effects and the impact of layoffs. The notification shall include a seniority roster and a list of employees to be laid off.
2. Employees shall be giving written notice not less than forty-five (45) days prior to the effective date except under the conditions in Paragraphs 2 and 3 below. The notice shall be sent registered mail to the most recent address provided to the County Office by the employee with a copy to the unit president.
3. When a specially funded program is to expire at the end of a school year, notice must be given on or before April 29. If the termination date of the specially funded program is other than June 30, such notice must be given forty-five (45) days prior to the effective date.
4. In the event of an actual and existing financial inability to pay salaries, the notice requirements of Paragraphs 1 and 2 do not apply.
5. The notice shall inform the employee of the following:
  - a. Effective date of layoff
  - b. Displacement rights, if any
  - c. Reemployment rights and responsibilities

C. Order

1. Employees shall be laid off by classification in reverse order of seniority in the class.
2. The employee who has been employed the shortest time in the class plus higher classes shall be laid off first.
3. Seniority shall be determined by date of hire with the County Office in a regular (probationary/permanent) classified position. Prior to June 30, 2010, seniority was determined by the total contracted hours worked in a classification. Seniority shall be credited in the classification of layoff plus higher classification in which the employee had regular status.
4. If two (2) or more employees subject to layoff have equal seniority, the determination of who shall be laid off shall be made with the employee hired first being retained and, if that is equal, then the determination shall be made by considering the needs of the County Office.
5. A break in service which is caused by resignation, dismissal, or other severance of the employment relationship shall establish a new hire date. Service as a substitute or short-term employee shall not be included.

D. Displacement Rights

1. Employees whose positions are eliminated maintain the right to displace other employees in the class with less seniority.
2. In lieu of layoff, senior employees have the right to bump into a lower class in

- which the employee has previously served provided their seniority is greater.
3. An employee who is being laid off does not have a right to bump into a position with greater assigned time. The right to reassignment to a position with less assigned time shall be based upon seniority.
  4. Employees shall also have the right to bump junior employees serving in lower included classes. Lower included classes are those which have duties that are included or encompassed in the duties designated for another class.

E. Reemployment Rights and Responsibilities

1. Persons laid off are eligible for reemployment to their previous position for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
2. Persons laid off who are qualified to perform jobs in classifications other than those from which they are laid off shall be hired into those jobs in preference to outside candidates.
3. Employees who take voluntary reductions of assigned time or demotion in lieu of layoff shall maintain reemployment rights for sixty-three (63) months.
4. Individuals on a reemployment list shall have fourteen (14) calendar days to respond to a written offer of reemployment sent by registered mail, beginning with the day it is deposited in the U.S. Mail to the most recent address supplied to the County Office by the employee.
5. Failure to respond within the time specified in Paragraph 3 above shall cause the individual's name to be removed from the reemployment list until they notify the County Office that they are available.
6. If the employee has previously notified the County Office in writing of their temporary unavailability to accept an offer of reemployment, they will not be notified of any openings. The period of unavailability shall be limited to one (1) occurrence and shall continue until the employee notifies the County Office they are available for employment. Any period of unavailability shall be counted in the 39 months.
7. An employee who has received and declined two (2) offers of reemployment shall be removed from the reemployment list.
8. An employee who is laid off and is subsequently reemployed shall be fully restored to their class with all rights to permanent status. Seniority and benefits shall not accrue during the period of layoff.

F. Separation Benefits

1. Sick leave earned and unused at the time of separation from employment shall be restored upon reemployment.
2. Sick leave credit earned at one (1) rate while in an employed status and unused shall not be reduced because an employee accepts fewer hours.
3. Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant.
4. For computation of credit toward longevity pay and additional vacation, time laid off and on a reemployment list shall not be counted. However, credit for these purposes earned prior to layoff will be restored upon reemployment.
5. Employees affected by layoff notices shall be entitled to use personal necessity for the purpose of seeking employment. Advance notice is required.
6. The County Office will continue to pay the premium for health, dental, and vision insurance for any employee who is laid off for three (3) months beyond the final termination date unless they are eligible for any other group health insurance through subsequent employment.

ARTICLE XIV  
PROFESSIONAL DEVELOPMENT

A. Professional Growth Plans

All employees will be required to develop a Professional Growth Plan each year. Each full-time equivalent employee will complete 25 hours of professional growth activities per year. This amount will be prorated for part-time employees. Individuals will select a peer advisor to work with them in the development, review, monitoring, and verification of professional growth plans and hours. Professional growth is an element of the evaluation process.

Individuals will submit the name of their peer advisor and a copy of their professional growth goals/plans to their Department Head for review and approval by August 15<sup>th</sup> for 12 month employees or by October 15<sup>th</sup> for 10 month employees. A review of activities accomplished annually will be discussed with Department Heads when the new plan is developed each year.

Recommended guidelines have been developed for types of activities that could be included in the plan and are listed in the Staff Handbook and are available by request from Department Heads.

B. Staff Development

For the 2011-2012 school year, due to state fiscal constraints, there will not be a mandatory staff development day for instructional staff resulting in the reduction of one duty day.

Mandatory staff development activities for instructional staff are planned based on identified program needs for professional growth.

Requests for discretionary days, unpaid leave or other conference activities will not be approved for the mandatory staff development day. Valid sick leave or personal necessity requests will be approved.

Personal leave requests that could potentially be accomplished on another date will be reviewed with the employee to encourage other arrangements when possible.

For the 2011-2012 school year, due to state fiscal constraints, stipends for optional staff development activities will not be granted to instructional employees.

C. Staff Development-Instructional Staff

Optional staff development activities will be arranged for staff outside of the workyear/workday according to state guidelines. A stipend of \$50 for six hours of training will be paid to participants for one day of participation.

**ARTICLE XV**  
**GRIEVANCE PROCEDURES**

A. Definitions

1. A grievance is a formal written statement that there has been a violation, misinterpretation or misapplication of a provision of agreement, which includes a statement of the grievance, the circumstances involved and the section of the contract allegedly violated.
2. A grievant is any employee, covered by the terms of this Agreement, directly impacted by the alleged grievable action.
3. An alleged violation which is under another jurisdiction set up by state or federal law shall not be subject to this procedure.
4. For purposes of this article, a day is any day in which the central/administrative offices of the County Office are open for business.

B. General Provisions

In the event that like grievances are alleged, the grievants and supervisor may:

- Elect to consolidate the allegations,
  - Designate an individual representative to meet with the supervisor,
  - Continue the procedure according to the established guidelines.
1. The time limits specified may be extended only by mutual consent. Failure by the grievant to abide by the time limits shall cause the grievance to be considered withdrawn.
  2. No reprisals affecting any County Office employee or any other participant in the grievance procedure shall be instituted because of such participation.
  3. Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the aggrieved's official personnel file.
  4. A written grievance shall be submitted on the appropriate form, which shall be provided by the County Office and shall be deemed filed when delivered to the person to whom the grievance or appeal is directed.
  5. Nothing shall limit the right of an employee to have a grievance resolved without intervention of the Association provided that it is not inconsistent with the terms and conditions of this Agreement. A copy of the written resolution shall be provided to the Association.
  6. Any step of this procedure may be waived by mutual agreement of the parties.

C. Informal Conference

The employee and/or supervisor may elect to have an additional representative participate in the informal conference.

1. Within ten (10) days of the occurrence of first knowledge of the alleged violation, the employee shall meet with their immediate supervisor.
2. Following the meeting, a written statement will be signed by both the grievant and the immediate supervisor indicating that the informal conference was held.
3. If a satisfactory settlement is not mutually agreed to, the employee may begin the formal procedure.

D. Formal Procedure

1. Level I

- a. Within ten (10) days of the informal conference, the grievant must present the grievance in writing to the immediate supervisor. This shall be a statement of the grievance, the circumstances involved, the section of the contract allegedly violated, the decision rendered at the informal conference, if any, and the specific remedy sought.
- b. The immediate supervisor shall communicate the decision to the employee in

writing within ten (10) days after receiving the grievance. Within the above limitations, either party may request a personal conference.

#### 2. Level II

- a. In the event the grievant is not satisfied with the decision at Level 1 or if there is no response within the time limits, they may appeal the decision in writing to the Superintendent's designee with five (5) days.
- b. The appeal shall include a copy of the original grievance, the decision rendered, and the reasons for the appeal.
- c. The Superintendent's designee shall communicate the decision within five (5) days after receiving the appeal. Either party may request a personal conference within the above time limits.

#### 3. Level III

- a. If the grievant is not satisfied with the decision at Level II, or if there is no response within the time limits, they may appeal the decision in writing to the Superintendent within five (5) days.
- b. The appeal shall include a copy of the original grievance and appeal, the decisions rendered, and the reason for the appeal.
- c. The Superintendent shall communicate a written decision to the grievant within five (5) days.

#### 4. Level IV

- a. If the grievant is not satisfied with the disposition of the grievance, the Association may submit the grievance to binding arbitration. Written notice to the Superintendent shall be made within ten (10) days.
- b. The Association and the County Office shall attempt to mutually agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request the State Conciliation Service to supply a list of five (5) names of arbitrators. Each party shall alternately strike a name until only one (1) name remains. The order of striking shall be determined by lots. Within three (3) days of receipt of the names, a selection shall be made.
- c. The fees and expenses of the arbitrator and the hearing shall be borne equally by the County Office and the Association. All other expenses shall be borne by the party incurring them.
- d. Both the Association and the County Office may be represented by a person(s) of their choice.
- e. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator prior to and separate from the hearing on the merits of the grievance.
- f. The arbitrator shall, as soon as possible, hear evidence and render a decision solely on the meaning, interpretation and compliance with the particular provision of the contract which gave rise to the dispute. Any and all evidence shall be made available to both parties prior to the hearing.
- g. The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement.
- h. After hearing and after both parties have had an opportunity to make written argument, the arbitrator shall submit, in writing, the findings and recommendations which shall be binding on all parties.

ARTICLE XVI  
MISCELLANEOUS

ARTICLE XVII

SALARY

- A. Their will be a 0% increase to the 2010-2011 school year salary schedule. Attached as Appendix A.
- B. For the 2011-2012 school year, the Superintendent will grant Step increases including longevity to eligible employees.
- C. An AA Degree shall add \$260 per year to the employee's salary, a BA Degree shall add \$520 per year to the employee's salary, an MA degree shall add \$1,040 per year to the employee's salary, and a PhD shall add \$1,560 per year to the employee's salary when not a requirement of the position. The employee shall be compensated for the highest degree achieved.
- D. Longevity shall be calculated by increasing Step 7 by five percent (5%) after completing three (3) years on Step 7, by ten percent (10%) after completing eight (8) years on Step 7, by fifteen percent (15%) after completing 13 years on Step 7, and by twenty percent (20%) after completing eighteen (18) years on Step 7.
- E. Part-time employees who work 50% of "their contract work year" will be eligible for a step increase. The placement of part-time people who elect to work full-time will be based on days/hours worked since date of hire.
- F. Employees are required to work no less than 50% of their work year to be eligible for any step increase.
- G. Employees hired during their work year must work no less than 50% of an equivalent full-time employee to be eligible for a step increase.
- H. When any employee is required to work any time above and beyond their normal work year, their rate of pay will be based on their full time equivalent salary prorated for the time worked.
- I. Employees on a traditional calendar have the option of receiving eleven (August through June) or twelve (August through July) equal payments. Employees on a year round schedule have the option of receiving eleven (August through June) or twelve (July through June) equal payments. If an employee transfers from year round education, they have the option of receiving 14 equal payments the first year (see Article XXI).
- J. Employees who return to work for the County Office after being gone one year or less, shall return to the salary schedule where they were when they left. All other employees will be treated as new employees and placed accordingly.

- K. The Superintendent has the discretion to grant a new employee up to two (2) years of credit on the salary schedule based on relevant successful experience and/or appropriate course-work. In order to receive experience and/or education credit, the employee must submit documentation to verify such experience and/or education credit to the Personnel Office within sixty (60) calendar days of employment.

## ARTICLE XVIII

### PROFESSIONAL GROWTH

**(This Article replaces Article XVIII – Salary Schedule Credit effective July 1, 2006)**

- A. Professional Growth is the continuous purposeful engagement in study and related activities designed to achieve, retain and extend the high standard of the classified employees. For each approved professional growth activity, the County will allow the employee to choose between two incentive plans: (1) An annual stipend, (2) Payment of cost.
- B. In accordance with the requirements of this section, a permanent employee shall be granted a stipend of two hundred dollars (\$200) per year upon the successful completion of fifteen (15) semester units or the equivalent (15 hours equals one unit) of approved professional growth work. A permanent employee shall receive a second stipend of two hundred dollars (\$200) per year for a degree plus 15 units. (\*See Sample Calculation).
1. The professional growth activity must be job-related and result from attendance or participation at a college, community college, adult school, trade school, correspondence school, TV course, staff development program, or through education experiences, such as attendance at institutes, lectures, workshops or seminars sponsored by educational or professional associations.
  2. The professional growth activity must be related to the following skill areas:
    - a. Communication Skills (speech, English, writing, bilingual ability, etc.)
    - b. Interpersonal Relations Skills (supervision, management, psychology, sociology, etc.)
    - c. Technical Skills (typing, data processing, carpentry, computer technology, etc.)
  3. Advance approval of the professional growth activity must be obtained from the Director of Human Resources before the work is begun. The employee shall submit in writing to the Director of Human Resources sufficient information for an approval decision to be made. This information shall include, but not be limited to, the course or activity to be undertaken, the amount of time the employee will invest and the date of completion, the number of units to be earned, the relationship to the employee's work, and the institution or agency providing the course or experience. Courses are subject to the final approval of the Superintendent.
  4. Upon completion of the professional growth activity, written verification of successful completion shall be submitted to the Director of Human Resources for approval. A grade of "C" or better or a grade of "Pass" is required in order to receive the credit for formal courses. Where written verification is difficult or impossible, the employee will meet in conference with the Director of Human Resources to provide the necessary verification. Verification of completion must be accomplished on or before July 15, in order to receive the salary award during that fiscal year. The salary award will be added to the annual salary at the beginning of the employee's work year and included proportionately with the regular monthly pay warrant thereafter. It is the employee's responsibility to notify the Human Resources Department when they have complete fifteen (15) units.
  5. The employee will not be eligible for a salary award if any portion of the cost of the professional growth activity was borne by the County. Credit will not be approved if

attendance/participation occurs during the employee's normal working day and/or the employee is paid for service to the County at the same time.

6. The employee must be working and not on leave of absence during the time the professional growth activity is undertaken.
7. Course work taken prior to or in progress at the time of initial employment will not receive credit for the purpose of this program.

C. County Payment of Cost

1. In accordance with requirements of this section, a permanent employee may request a one-time stipend of \$50 instead of salary credit for each unit completed up to a total of 15 units. Stipends will be paid once each year on September 30.

- D. Employees currently receiving a Salary Schedule Credit stipend award according to the 2005/06 contract language will be "grandfathered." They will continue to receive the dollar amount for as long as they are employed with the Yuba County Office of Education. This dollar amount will not increase as a percentage on the salary schedule. It will be the fixed amount that they are currently receiving on June 30, 2006.

**\*Sample Calculation**

\$200.00	15 Units	\$200.00	15 units
\$260.00	AA Degree	\$520.00	BA Degree
<u>\$200.00</u>	<u>15 Units Above AA</u>	<u>\$200.00</u>	<u>15 Units Above BA</u>
\$660.00	Annual Stipend	\$920.00	Annual Stipend

**ARTICLE XIX**

**FRINGE BENEFITS**

- A. The County Office will contribute the monthly premium costs for each employee towards fringe benefits effective July 1, 2010, up to the following amounts:
- |         |   |
|---------|---|
| Medical | \$772.00  |
| Dental  | \$ 86.00  |
| Vision  | \$ 19.00 – Includes dependents <b><u>or</u></b><br>\$ 17.00 - Employee only |
| Life    | \$ 1.72   |
- B. The County Office will contribute towards a prorated share of fringe benefits for part-time employees who work twenty (20) hours per week or more. The prorated share will be based on the number of hours worked. The employee will be responsible for the balance.
- C. Currently these benefits are being administered and reinsured through Tri-County Schools Insurance Group (TCSIG).
- D. Both parties are required to follow the rules and regulations of the carriers/administrators.
- E. The County Office will make available a Section 125 Plan effective July 1, 1998. All employees will have the option to participate.
- F.
- 1) As of July 1, 2004, all eligible employees of the County Office are enrolled in the Basic Plan (for medical insurance) through the Tri-Counties Schools Insurance Group. Employees may choose to enroll in another plan and, if applicable, pay any additional premium.
  - 2) The County Office will participate in open enrollment each May and employees may choose which medical plan they wish to participate in the following fiscal year.

- G. Effective July 1, 2002, all employees enrolled in the Delta Dental Insurance Plan will contribute \$10 towards Plan D2-A.
- H. As of July 1, 2008, all eligible employees will have an increased Life Insurance policy from \$10,000 to \$25,000. If the member qualified for Tri-County Schools Insurance Group Life Insurance (\$10,000), Yuba County Office of Education will pay an additional \$15,000.
- I. One-time Stipend 2011-2012 School Year Only
  - a. From June, 2011, through May, 2012, the County will contribute an additional \$109 per month for medical benefits. The \$109 per month will be for full-time employees, less than full-time employees will receive a percentage based on item B above.
  - b. For those employees that opt out of benefits, they will receive the \$109 stipend in their monthly pay warrant for the months of July, 2011, through June 2012. Employees that work less than full-time will receive the percentage based on item B above.
  - c. For those employees that are less than twenty (20) hours per week they will receive a prorated monthly stipend amount from July, 2011, through June 30, 2012.

## ARTICLE XX

### FRINGE BENEFITS-RETIREEES, ET AL

- A. Employees who are retiring and are at least fifty-five (55) years of age, have been employed with the Yuba County Office of Education the equivalent of at least fifteen (15) years full-time immediately preceding their retirement, and are retiring under the provisions of STRS or PERS will be provided with fringe benefits as described below:
  1. The Yuba County Office of Education will pay a contribution equivalent to the lowest employee only premium for medical insurance offered by the carrier for the retiring employee. The Yuba County Office of Education will pay the contributions for the employee only premium for the dental and vision plan that is offered to regular employees in the same classification for the retiring employee. This total contribution may be used for the medical insurance plan of the employee's choice, **or** for medical, dental and vision insurance, **or** to pay for medical insurance for the employee and spouse. The retired employee shall pay any additional premium that is above the contribution paid by the County Office.
  2. Retirees may participate in open enrollment when offered to regular employees. Employees must notify the Yuba County Office of Education if they plan to continue participating in the retiree benefit program by May 31<sup>st</sup> of each year.
  3. Retirees may select medical coverage only or all offered benefits. Retirees may not select dental or vision coverage without medical coverage. There is no life insurance coverage for retirees.
  4. The retiree may cover their spouse and/or dependents at their cost. Retiree shall make arrangements with the business office to pay the monthly premiums in advance. Coverage must be the same as that of the retiree.
  5. This provision shall cease on the last day of the month in which the retiree reaches age sixty-five (65). Employees may continue to purchase insurance at their cost through the carrier, if allowed.
  6. The parties are required to follow all rules and regulations of the carriers/administrators.

- B. An employee who retires under PERS/STRS, who is fifty-five 55 years of age, and who has worked the equivalent of fifteen (15) years full-time for the Yuba County Office of Education is eligible for paid health, dental and vision insurance until age sixty-five (65). The retiree who meets these conditions may be called upon to provide ten (10) days of service each year to the County Office without further compensation until age sixty-five (65) unless precluded by the employee's health condition. Such service may include serving as a substitute in the classroom, working on a special project, providing consultant services or other mutually agreed upon service. The employee and County Office may also agree to a special project that the employee could do at home. It is the employee's responsibility to keep the County Office informed of their current permanent home address and phone number. These benefits may be terminated if the County Office requests and the retired employee refuses to provide the ten (10) days of service each year.
- C. Retiring employees may participate in the fringe benefit plan at no cost to the County Office under the following conditions:
1. Retiree must have been employed with the County Office immediately preceding their retirement and be retiring under the provisions of a state retirement system (STRS or PERS).
  2. Retirees may select medical coverage only or all offered benefits. Retirees may not select dental or vision coverage without medical coverage.
  3. All coverage shall be discontinued upon premium delinquency.
  4. The parties shall abide by all rules and regulations of the carriers/administrators involved.
- D. Surviving spouses and dependents of employees will be eligible to continue the fringe benefit plan at no cost to the County Office under the following conditions:
1. The employee must have been employed full time by the County Schools for at least ten (10) years immediately preceding their death.
  2. Fringe benefit coverage shall be the same as those in effect for regular full-time employees of the same classification (i.e. - classified) currently employed.
  3. Retirees may select medical coverage only or all offered benefits. Retirees may not select dental or vision coverage without medical coverage.
  4. Unmarried children may continue fringe benefit coverage as long as they continue to meet the Internal Revenue Code definition of dependent.
  5. All coverage will be discontinued upon remarriage, premium delinquency, attaining eligibility for medicare benefits, or failure to meet criteria for dependent status.
  6. Arrangements shall be made with the business office to pay the total premium costs for such benefits in advance on no less than a quarterly basis.
  7. The parties are required to follow all rules and regulations of the carriers/administrators involved.

## **ARTICLE XXI**

### **DURATION**

- A. This County Office and the Association has reached an agreement through negotiation and will be in effect July 1, 2011 and shall continue up to and include June 30, 2014.
- B. The parties agree to reopen negotiations each fiscal year of this Agreement.

## ARTICLE XXII

### YEAR ROUND EDUCATION

#### A. Modified Work Year

1. The County Office of Education may implement cross-track schedules that allow all tracks equal access to assistants without increasing the number of duty days beyond that of other unit members (Rainbow Schedule).
2. The modified work year schedule may include four-day weeks and should provide for at least one vacation of four week duration (if feasible).
3. The affected unit member and their administrator will mutually agree upon a schedule.

#### B. Staffing/Assignments

1. The assistant currently assigned to a program going on a YRE schedule has the option of remaining with the program, unless the assignment includes increased length of work year. If a YRE assignment includes increased length of work year, the position should be made available to all interested staff. The assignment should be made based on necessary skills and knowledge and seniority.
2. If an assistant assigned to a program going year round requests to transfer to a traditional schedule, the request must be submitted by March 15th. The position shall be made available to all interested staff. The assignment should be made based on necessary skills and knowledge and seniority.
3. Any new openings created due to transfers into year round education shall be filled according to the transfer article.
4. If current classified employees are not interested in year round education positions and vacancies exist, the YRE position will be assigned to new assistants as hired.
5. If #1 through #4 do not apply, if necessary, the involuntary transfer article may be implemented.

#### C. Termination of Year Round Program

1. If a district is converted from a year-round education program (YRE) calendar to a traditional calendar, any affected employee shall remain on the YRE pay plan for the remainder of the year in which YRE is operated.
2. Commencing July of the first full year YRE is not in operation, the employee may remain on the YRE pay plan (July to June) and elect to have funds withheld for the next summer. This election must be made by June 30 of the year YRE terminates. If the employee elects to have funds withheld for the next summer, the employee shall file a voluntary payroll deduction authorization to have 16 2/3% of their gross pay withheld for each of the twelve (12) monthly payroll periods which would be the equivalent of fourteen (14) equal payments.  
The employee may elect to have the County Office hold this amount to be paid on July 31 and August 31 of the next summer, receive three (3) payments in June or may have deduction made to their financial institution. Once an employee makes this election, it shall not be revocable or altered.  
In the event an employee leaves their employment and has received advanced salary payments, the employee shall reimburse the County Office for all such advanced salary payments for which the employee has not rendered service.
3. During the subsequent year, the employee shall convert to one of the salary options delineated in the salary article of the contract.

## ARTICLE XXIII

### SPECIALIZED HEALTH CARE

Specialized health care is defined as those procedures within The Green Book (current edition): Guidelines and Procedures for Meeting the Specialized Physical Health Care Services in

California Schools by The School Nurses of California Foundation. All specialized health care needs will be coordinated by the School Nurse/Health Coordinator.

An employee who may serve a student requiring specialized health care procedures (as defined in the IEP) during regular school hours will receive prior training and ongoing direct/indirect supervision by someone trained to perform the procedure.

In the event that a person has received information and training, and he/she is apprehensive about performing the specialized health care procedure, that person should notify their immediate supervisor and school nurse. In that case, alternatives will be explored.

## **ARTICLE XXIV**

### **PROGRESSIVE PERFORMANCE STANDARDS**

This article shall not reduce the rights of any employee as provided by the Education Code or other applicable regulations or statutes. This article shall not reduce the rights of the employer to discipline, suspend and/or dismiss an employee as provided in the Education Code.

Every employee shall have the opportunity and assistance to correct unsatisfactory performance or unacceptable on-the-job behavior according to the principles of progressive discipline. Progressive discipline does not mean that the employer must always follow designated steps prior to suspending or terminating an employee. Depending on the seriousness of the situation, the employer may immediately suspend or dismiss an employee. The reasons for progressive discipline include, but are not limited to, those reasons found in Superintendent's Policy 4218.

Improvement Plan: When appropriate, the employer has a duty to assist employees to develop to their full potential and to assist employees in correcting performance or behavior through an improvement plan instead of progressive discipline. An improvement plan may include counseling, training and education. It must include recommendations for improvement, suggestions for achieving the recommendations, a specific timeline and the means to evaluate progress. Once an improvement plan is initiated, it must be followed through by both the supervisor and the employee.

Progressive Discipline: The supervisor's accurate and timely reinforcement measures and the employee's changes in performance or behavior are integral parts of the process of progressive discipline. Normally, the actions listed below would follow one another although individual cases may vary. The steps that should be followed with a brief description are:

1. Counseling interview: This is a basic step which should precede taking any corrective action. Counseling includes any formal discussion to assist an employee in fully developing their skills and abilities. The discussion may clarify the standards of performance or behaviors expected and, if deficiencies are present, assist the employee in bringing about improvement. The supervisor should record the date and content of the counseling interview for his/her personal record.
2. Verbal Warning: When a situation has become serious enough that a change must take place in the employee's performance or behavior, the supervisor will inform the employee that s/he is administering an oral warning, that the employee has the opportunity to correct the condition and that, if the condition is not corrected, the employee will be subject to more severe disciplinary measures. The supervisor should record the date and content of the verbal warning for his/her personal records.
3. Written Warning: A written warning is a formal notice to an employee that the verbal warning has been disregarded or the behavior or performance warrants a written record. The supervisor and the employee shall meet to outline the change, which must take place

in the employee's behavior or performance by a certain date in order that more severe disciplinary action may be avoided. A written warning should not be used unless the employee has been verbally warned about similar actions within the last twelve (12) months. The supervisor will request that the employee sign the warning to verify receipt of, but not necessarily agreement with, the written notice. Within ten (10) duty days, the employee may respond, in writing, to the warning.

4. Written Reprimand: A reprimand is official notification that the employee's behavior or performance is seriously below standard and that continuation or repetition of the unsatisfactory performance or behavior may result in suspension or dismissal. The employee will sign the reprimand to acknowledge receipt and a copy may be placed in the employee's personnel file with copies of the counseling notes, verbal warning notes and the written warning attached. The employee shall be informed of his/her right to answer, explain, correct or deny, in writing, any facts in questions and have his/her reply made a part of their personnel file within ten (10) duty days of receiving the written reprimand. Although the reprimand normally follows a history of less severe efforts, there are situations when the seriousness of the employee's behavior warrants the reprimand without first giving a written warning. While it is a matter of supervisory judgment as to when a reprimand is justified, if a reprimand is given without first giving a verbal and a written warning, the supervisor should be prepared to show that the employee knew what was expected of him/her and the employee's actions justifies the reprimand.
5. Suspension: Due to the severity of a suspension, it is imperative that procedures be carefully followed. Depending on the seriousness of the infraction, suspension temporarily removes an employee from their duties without pay for up to fifteen (15) calendar days as determined by the Superintendent. A recommendation for suspension shall be considered when it is evident that verbal warnings, written warnings and written reprimands are failing to bring about any change in the employee's behavior/performance or the employee is involved in some form of gross misconduct, which would justify an *immediate* suspension in itself. Consideration must be given to the employee's rights to a hearing. A notice of suspension must be made in writing and served in person or by certified mail upon the employee by the superintendent or designee. The notice of suspension will contain: A) A statement of the specific acts or omissions upon which the action is based; B) a statement of the cause(s) for which action is recommended; C) the Education Code section, policy, rule, regulation, or directive violated; and D) copies of the documentary evidence upon which the recommendation is based.
6. Involuntary Transfer: An involuntary transfer to another program/site may be considered in lieu of dismissal. It is generally not appropriate in cases of misconduct.
7. Dismissal: A recommendation for dismissal will be considered when it is evident that verbal warnings, written warnings, written reprimands and/or suspension are failing to bring about any change in the employee's behavior/performance or the employee is involved in some form of gross misconduct which would justify immediate dismissal.
8. Confidentiality: The parties will keep all information or proceedings regarding any actions or proposed actions pursuant to this Article confidential.

## ARTICLE XXV

### CONTRACTING OUT

The Yuba County Office of Education will not contract for any services which are routinely and customarily performed by bargaining unit members without first discussing it with the union president.

## ARTICLE XXVI

## TRAVEL AND REIMBURSEMENT

- A. Employees required to use their own automobiles in the performance of their assigned duties shall be reimbursed for mileage.
- B. Exceptional traveling distances may merit differing consideration by the County Superintendent.
- C. Mileage reimbursement rates shall be set according to the most current IRS rate in place January of each year.
- D. The Yuba County Office of Education will make mileage rate increase adjustments effective July 1 of the next fiscal year.

In the event the January IRS rate is a reduction in the amount for mileage reimbursement, the recommended adjustment can be implemented prior to July 1.

Exceptions will be made for categorical programs that determine maximum mileage rates within the program. The categorical mileage rate will be either the categorical rate allowed or the IRS rate, whichever is less.

- E. To encourage attendance at job related meetings and conferences which will enhance County Office programs, and recognizing the constraints of program budgets, travel costs will be covered for employee through the following:
  - Use of county vehicle
  - Use of YCOE credit card to reimburse for gas actually used
  - Mileage reimbursement at the current rate

## ARTICLE XXVII

### SEVERABILITY

If any provision of this Agreement is held contrary to law/education code, such provisions will be deemed invalid to the extent required. All other provisions shall remain in full force and effect. In the event of invalidation or any portion of this Agreement, the parties agree to meet and negotiate as appropriate.

APPENDIX A

YUBA COUNTY OFFICE OF EDUCATION  
 Scotia Holmes Sanchez, Superintendent  
 2011/12 Classified Salary Schedule

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 10 Longevity	Step 15 Longevity	Step 20 Longevity	Step 25 Longevity
A	10.761	11.317	11.863	12.474	13.062	13.737	14.435	15.157	15.879	16.600	17.322
B	11.033	11.552	12.095	12.663	13.258	13.881	14.533	15.260	15.986	16.713	17.440
C	11.240	11.731	12.264	12.799	13.400	13.944	14.609	15.339	16.070	16.800	17.531
D	11.721	12.254	12.833	13.411	14.065	14.708	15.384	16.153	16.922	17.692	18.461
E	13.542	14.174	14.806	15.526	16.246	16.997	17.805	18.695	19.586	20.476	21.366
F	14.303	15.025	15.744	16.562	17.380	18.229	19.157	20.115	21.073	22.031	22.988
G	14.349	15.100	15.830	16.615	17.434	18.349	19.232	20.194	21.155	22.117	23.079
H	15.965	16.790	17.630	18.502	19.439	20.400	21.425	22.496	23.568	24.639	25.710
I	17.543	18.448	19.341	20.311	21.337	22.427	23.605	24.785	25.965	27.146	28.326
J	20.759	21.797	22.887	24.031	25.233	26.495	27.820	29.211	30.602	31.993	33.384
K	22.320	23.436	24.608	25.838	27.130	28.487	29.911	31.407	32.902	34.398	35.893
L	31.518	33.094	34.749	36.486	38.310	40.226	42.237	44.349	46.461	48.573	50.684
Range A	Child Care Aide Clerk Receptionist TEC Aide			Range E	Account Tech I Computer Tech-Fiscal Supp Human Resources Tech I.T. Tech I Secretary Training/Employment Counselor I			Range H	Account Tech II Build./Custodian/Maint. Instructor Licensed Vocational Nurse Maintenance Tech Preventions Assistant Speech/Language Asst. (SLPA) Training/Employment Counselor II		
Range B	Para Educator -Spec Ed -Alt. Ed -VI -Construction Library/Tutor Resource Youth Build Coord.			Range F	Child Devel Tech I Crew Supervisor FRC Assistant Job Developer Vocational Counselor			Range I	Business Serv. Representative I. T. Systems Tech Prevention Specialist Training/Employment Counselor III		
Range C	Braillest			Range G	I.T. Tech II Program Secretary Program Specialist			Range J	I.T. Tech III-Analyst I.T. Tech III-Admin.		
Range D	Custodian Mail Currier-Maintenance Youthbuild Helper			<u>Degree Stipends:</u> AA - \$260 BA - \$520 MA - \$1040			Range K	Network Systems Engineer			
0% added to 2010/11; 3 less work days							Range L	Occupational Therapist			

## APPENDIX B

An employee who is away from home on an overnight trip and is required to supervise students for Shady Creek Outdoor Education Program will receive \$150 each night they are with children for a total of \$600 per week. All other school related activities that require an employee to be away from home on an overnight trip will require the Superintendent's approval to receive the above stipend.

## DEFINITIONS – CLASSIFIED

**FULL TIME** – All Yuba County Office of Education classified employees, except Instructional Assistants, working five (5) days per week (Monday through Friday) for seven and one half (7.5) hours per day and thirty-seven and one half (37.5) hours per week. Instructional Assistants are considered full time when they work five (5) days per week (Monday through Friday) for a minimum of six (6) hours per day and thirty (30) hours per week.

**PART TIME** – All Yuba County Office of Education classified employees working less than the minimal full time requirement.

**SHORT TERM** – An individual hired/employed by the Yuba County Office of Education for a specific and/or special project(s) required to meet unforeseen or emergency situations and that will not be needed on an ongoing basis.

**CONTRACTOR** – An individual or firm hired to perform a specific scope of work for an agreed upon sum. The individual or firm must meet the IRS regulations for contractors.

**COLA** – Cost of Living Adjustment as determined by the State of California.

**RECLASSIFICATION** – A procedure to reclassify a position(s) due to significant changes in an employee's job description and/or increased job responsibilities.

**PERS** – Public Employees Retirement System

**PROBATIONARY PERIOD** – A twelve month uninterrupted period of service from the date of employment during which time job fitness is determined.

**TEMPORARY/SUBSTITUTE** – An employee who replaces a regular employee who is absent from their duties.

**CONCURRENT** – Occurring at the same time.

**CONSECUTIVE** – Continuous or one following the other.

**DAY** – Any day the central office is open for business.

**DUTY DAY** – Any day(s) during which any employee is required by contract to render service.

**INSTRUCTIONAL DAY** – Any day that pupils are present for instruction.

**DIFFERENTIAL PAY** – An employee's regular salary minus the salary paid to a substitute with exceptions noted in relevant articles of the negotiated contracts.

**PERMANENT** – An employee who has successfully passed the required probationary period.

**DISCRETIONARY DAY** – A full day off with pay to be used at the employee's discretion.