

**THE SAN LUIS OBISPO COUNTY  
SUPERINTENDENT OF SCHOOLS**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS SAN LUIS OBISPO CHAPTER #444**

**Collective Bargaining Agreement  
2021-2024**



**SAN LUIS OBISPO COUNTY  
OFFICE OF EDUCATION**

**LEADERSHIP ■ COMMUNITY ■ SERVICE  
JAMES J. BRESCIA, Ed. D., SUPERINTENDENT**

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## **ARTICLE I: INTRODUCTION**

- 1.1 This Article and the provisions contained herein constitute a bilateral and binding agreement by and between the SAN LUIS OBISPO COUNTY SUPERINTENDENT OF SCHOOLS ("Employer") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER #444 ("Exclusive Representative" or "Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to the Educational Employment Relations Act (the "Act") found at California Government Code (the "Act"), Sections 3540-3549.3.
- 1.3 The Employer and the Exclusive Representative agree that their respective employees, officers, agents, representatives, members, and all employees of the Employer shall adhere and give full and faithful performance to the terms and conditions of this Agreement.
  - 1.3.1 The parties agree that no employee shall be discriminated against because of organizational activity or lack thereof.

## ARTICLE II: RECOGNITION

- 2.1 The Employer recognizes the Association as the Exclusive Representative of probationary and permanent classified non-management employees unless excluded in section 2.2.
- 2.2 Management, confidential, and classified non-management positions designated as emergency, substitute, provisional, student, or limited term assignments are not included in the bargaining unit.
- 2.3 New classified positions created by the Employer shall be assigned to the bargaining unit and shall be subject to the terms and conditions of this Agreement unless said positions are designated as management, confidential, or supervisory.
- 2.4 Disputes over any position designated as management, confidential, or supervisory shall be submitted to PERB.
- 2.5 The SLOCOE shall adhere to statutory requirements (Education Code section 45103.1) regarding any bargaining unit work (defined as work contained in bargaining unit job descriptions) contracted out to any outside agency, company, and/or provider.
- 2.6 The employees currently assigned in the classification of “Confidential Human Resources Specialist” and “Superintendent’s Confidential Executive Assistant” shall be considered confidential employees, not in the Association bargaining unit, based upon the significant work and responsibilities that define them to be confidential employees based upon California Government Code standards for such positions in classified service.
- 2.7 The confidential position currently in the Human Resources Department entitled “Confidential Administrative Assistant” shall become an Association bargaining unit position entitled “Administrative Assistant III” upon it becoming vacant.

## ARTICLE III: SALARY

3.1 Effective January 1, 2022, the bargaining unit salary schedule (including all steps, columns, ranges, etc.) shall be increased by 2%.

Effective July 1, 2022, the bargaining unit salary schedule (including all steps, columns, ranges, etc.) shall be increased by 2%/

3.2 Step increases for all employees in the initial probationary period, and for all permanent employees who are promoted, shall be accomplished pursuant to Merit System Rule 4872 attached at Appendix B (see also 11.3.5 Evaluations/Stepping.)

3.3 Payday shall be the last workday of each calendar month.

3.3.1 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued within three to five workdays after the employee provides notice to the payroll department.

3.3.2 Any lost check shall be replaced as soon as possible within the Employer's workload requirement.

3.4 Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure not less than a 5% increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

3.5 Employees assigned duties not a part of their job classification shall have their salaries adjusted upward at such an amount as will reasonably reflect the duties required to be performed for the entire period of work out of classification if the period of time exceeds five (5) workdays within a 15-calendar-day period.

3.6 Employee liability for actions taken in the course of employment shall be limited by appropriate sections of the Education and Government Codes.

### Employee Expenses and Materials

3.7 Employees assigned to use their own automobiles in the performance of their duties, and employees who travel to multiple school sites within the County during a single workday, ***except for the Annual Back to School Staff Orientation Day***, the beginning point for recording mileage will be the shorter of either (1) the actual mileage from the employee's home to the first work location, or (2) the mileage from a designated "work base" to the first work location. The ending point for recording mileage will be the shorter of either (1) the actual mileage from the final work location to the employee's home, or (2) the mileage from the final work location to the designated "work base." Administrative Regulation No. 2214.2A Use of Personal Automobile for Office of Education Business shall be provided to

any employee required to use their personal vehicle. The rate shall be the maximum amount that is not reported as income to the Internal Revenue Service.

- 3.8 An employee who as the result of a work assignment must be lodged away from home overnight shall be reimbursed by the Employer at the current per diem rate for the cost of such lodging and meals.
  - 3.8.1 Where practicable, the Employer shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the full cost of required lodging, the Employer shall reimburse the employee for out-of-pocket expenses after the employee has submitted an expense claim.
- 3.9 The Employer shall pay the full cost of the purchase, lease, rental, cleaning, and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the Employer to be worn or used by employees.
  - 3.9.1 The Employer agrees to provide all tools, equipment, and supplies reasonably necessary for the performance of employment duties.
  - 3.9.2 The Employer agrees to provide secondary personal injury and property damage insurance to protect an employee in the event that the employee is required to utilize a personal vehicle on Employer business.
  - 3.9.3 The Employer agrees to provide the full cost of any medical examination *to include tuberculosis clearance* required as a condition of employment or continued employment.
    - a. The provision for payment of medical examination costs shall not apply to employees who are required to have a medical examination prior to initial offer of employment.
  - 3.9.4 Upon completion of training and receipt of certification, employees who are required by the Employer to maintain a bus driver's license and/or mechanic's certification as a condition of continuing employment shall be reimbursed for the out-of-pocket costs of the license and/or certification.
  - 3.9.5 Upon completion of training and receipt of certification, permanent classified employees who are required by the Employer to maintain a current CPR card, shall be reimbursed for actual attendance hours at the employees' appropriate hourly rate. CPR certification classes will be provided at no cost to probationary employees, but no reimbursement for time attended as certification is a condition of completing probationary requirements.
- 3.10 The Employer may agree to provide a regular program of monetary awards for valuable suggestions, services, or accomplishments to bargaining unit members under the provisions



of California Education Code Section 44015 or its successor. The Employer agrees to develop any such program through consultation with CSEA.

- 3.11 An employee shall receive longevity payments for regular service to the Employer as follows (service towards longevity does not include substitute or limited-term assignments):

Five percent after 10 years.  
Seven and one-half percent after 15 years.  
Ten percent after 20 years.  
Twelve and one-half percent after 25 years.  
Fifteen percent after 30 years.

- 3.12 The Employer agrees to make a "Flexible Benefits Plan" available to classified employees pursuant to Internal Revenue Code Section 125.

### Professional Growth

- 3.13 Program Objectives - The San Luis Obispo County Office of Education and C.S.E.A. Chapter #444, through support of this program shall encourage continued and active participation on the part of all permanent classified, non-management employees. Professional Growth is the purposeful engagement of study and related activities designed to improve service to the County Office of Education and the personal development of the employee.

- 3.14 Professional Growth Review Committee

3.14.1 Composition - A Professional Growth Review Committee shall be composed of six (6) members, three (3) of whom shall be classified employees appointed by the Association. Three (3) members shall be management and appointed by the County Superintendent or designee. The Chief Human Resources Officer shall serve as a permanent member of the committee and resource person. The committee shall elect a chairperson.

3.14.2 Term - The members of the review committee shall serve a minimum two (2) year term with one half (1/2) of the committee appointed each year.

3.14.3 Duties

- a. To serve as a review and appeal committee.
- b. To prepare and revise all necessary forms and timelines for the Professional Growth Program.

### Qualifications and Procedures for Obtaining Increment Credit

- 3.15 Eligibility for Participation in the Program - All permanent classified, non-management employees of the San Luis Obispo County Office of Education are eligible to participate.

- 3.16 Fifteen (15) points of Professional Growth credit must be earned to obtain one (1)

Professional Growth increment. Professional Growth activity points must have been earned after an employee's permanent employment with the San Luis Obispo County Office of Education. No employee may receive more than six (6) increments during his/her period of employment.

- 3.17 Employees must submit their documentation on an ongoing, yearly basis regardless of whether they qualify for an incremental increase at that time. An incremental increase will be awarded once 15 points have been accumulated. Accumulation of 15 points may occur in one year or over the course of several years. Points will not be awarded for activity from previous years unless submitted in the year in which they are earned according to the Professional Growth timeline.
- 3.18 As all courses may not qualify for Professional Growth credit, employees must first submit course information to their immediate supervisor for review and approval. Once the immediate supervisor has reviewed and approved the course, employees are required to obtain prior approval from the Human Resources Department 20 days prior to the start date of the course. The Human Resources Department will have 10 working days from the date the request is received to determine if the course qualifies. Employees who do not follow the course approval timeline run the risk of having the course denied for approval by the Professional Growth Committee.
- 3.19 Methods by which Increments may be awarded:
  - 3.19.1 All coursework must be relevant to the employee's current position as outlined in the job description or for one for which the employee is training.
  - 3.19.2 Coursework designed to improve service to the SLOCOE *and* the personal development of the employee.
  - 3.19.3 The course is required for a degree program appropriate to service in the employee's current position.
  - 3.19.4 The course goes towards an associate degree in a job related field that must be obtained as a result of either a state or federal requirement (for example, an instructional aide pursuing an AA degree as a result of the paraprofessional requirements of No Child Left Behind Act).
  - 3.19.5 All employees taking courses must obtain a grade of "C" or better. When a course only offers a "Pass or Fail" or a "Credit or No Credit", a Pass or Credit must be earned. College coursework, including online courses, must be verified and taken through an accredited institution. (i.e., Western Interstate Commission for Higher Education) An official transcript or official grade card must verify grade, unit or hours, and completion date.

3.19.6 Credit for appropriate courses will be as follows:

<u>Semester Units</u>	<u>Points Earned</u>
1	1
2	2
3	3
4	4
5	5

<u>Quarter Units</u>	<u>Points Earned</u>
1	.66
2	1.32
3	2.00
4	2.64
5	3.30

*15 hours of workshops/seminars, online or physical attendance, is the equivalent of 1 semester unit.*

3.19.7 Professional Growth points will not be given for the following:

- a. Exams, Challenged Courses, or Work Experience
- b. Points will not be granted when the participation is during the employee's regular working hours.
- c. Points will not be allowed for any participation if the San Luis Obispo County Office of Education reimburses the participant for actual expenses, including mileage, registration fees, tuition, food, etc.
- d. Points will not be given to an employee who is on leave from the County Office of Education.
- e. Coursework previously approved and awarded points.

3.19.8 Points will be reinstated under the following circumstances:

- a. Employee is reinstated to a position with the County Office of Education within a 39-month rehire period.
- b. Employee resumes activities with the Professional Growth Program after taking a break from active participation.
- c. Employees returning from a leave of absence from the County Office of Education.

3.19.9 Professional Growth Increment:

- a. In order to be awarded one (1) increment, a total of fifteen (15) points must be earned. Each increment awarded constitutes one (1) 2.5% salary increase.

- b. No more than one (1) increment (15 points) can be awarded in a given year. However, any employee who has accumulated more than fifteen (15) points in the Professional Growth Awards Program will not lose the extra points. The points over fifteen (15) will be carried over, added to any additional points awarded in future years, and applied to another incremental increase once the total points accumulated again reach 15 points.
- c. The cap on Professional Growth increments/points earned while participating in the program will be six (6) increments or ninety (90) points total.

3.19.10 Process for Participation in the Professional Growth Program: - An employee who wishes to participate in the Professional Growth Program must submit their documentation to the Human Resources Department according to the following timeline:

*Ongoing* - Course approval forms may be obtained from the Human Resources Department.

Submission of Course Pre-Approval Form to immediate supervisor and Human Resources Department must occur 20 days prior to the course start date.

Employees will receive notification of course approval within 10 working days of receipt of the Course Approval Form in the Human Resources Department.

*Spring* - Professional Growth Forms sent to all permanent classified employees

*Summer* - Applications reviewed by Professional Growth Committee and recommendations are given to the Chief Human Resources Officer.

*September 1* - Effective date for approved incremental increases. Incremental increases will be reflected on the September End of Month payroll.

## ARTICLE IV: HEALTH AND WELFARE BENEFITS

- 4.1 The Employer agrees to pay the dollar amounts indicated below for the health and welfare benefits specified. Any required contribution in excess of the amount specified in 4.1.5., a-b of this Article during the term of this Agreement shall be payroll-deducted from the wages of the participating employee.
- 4.1.1 The Employer agrees to contribute to a medical insurance benefits package for each employee and eligible dependents.
- 4.1.2 The Employer agrees to contribute to a dental insurance for each employee and eligible dependents.
- 4.1.3 The Employer agrees to contribute to a vision insurance for each employee and eligible dependents.
- 4.1.4 The Employer agrees to contribute to a \$50,000 life insurance plan for each employee.
- 4.1.5 The Employer agrees to make tenthly contributions for the insurance benefits programs specified in paragraphs 4.1.1 – 4.1.4 of this Article on the following basis:
- a. The maximum monthly employer contribution shall be as follows:
    1. \$550 for single party; \$1060 for two party; and \$1625 for family\*.  
  
\*For the 80% M and Bronze plans the employer monthly maximum contribution shall be \$1425 for family. For the Bronze plan the employer monthly maximum contribution shall be \$1060 for Employee + Child(ren)
    2. The parties agree that should the Employer revert back to composite rates the total annual employer contribution shall be \$6,500 plus a 50-50 split of the additional costs up to \$10,066 divided tenthly.
  - b. Beginning with the 2021-2022 plan year (10/1/2021 – 9/30/2022) and effective throughout the duration of this agreement, the parties agree to increase the maximum monthly employer contribution to cover 50% of the increased cost of the insurance coverage of the 80-M SISC/Anthem Plan cost which will be the anchor to determine annual contributions for other SISC/Anthem plans.
- 4.1.6 Should there be no agreement in regard to the Employer's contribution level for a successor agreement prior to September 15, the Employer's tenthly contribution for the insurance benefits programs specified in 4.1.1 – 4.1.4 of this Article shall be limited to the actual tenthly amount (based upon the formula in Section 4.1.5) contributed by the Employer as of June 30 of the current school year. In each year

that Article IV (Health and Welfare Benefits) is open for negotiations, it is not the intent of the Employer to impose or lock in a final contribution rate by June 1, it is simply to allow the open enrollment process to proceed using the rates for the current plan year as a draft. Good faith negotiations as specified under the California Government Code, shall continue until the parties have reached final agreement for the plan year being negotiated.

4.1.6.1 The Association shall annually consider the recommendation from the Joint Cost Containment Committee regarding plan design.

a. The parties agree to reopen negotiations no later than January 15, 2013, taking into consideration the Employer's unaudited actual ending balance from 2011-12 and the results of the November 2012 election as it relates to education funding in the State of California.

4.2 For a part-time employee (a probationary or permanent employee working a minimum of 20 hours in one or more regular positions) who was hired on or after November 2, 1983, the Employer's contribution for the above-specified benefits shall be prorated based upon the ratio of the number of regular hours in the employee's workday, days per week, and months per year to eight hours per day, 40 hours per week, and ten (10) calendar months during the school year, effective July 1, 1996.

4.2.1 A part-time employee may waive participation in the health and welfare benefits program set forth in paragraph 4.1 of this Article.

4.2.2 The insurance premiums for part-time employees shall be prorated as follows:

- FTE of .9 and higher shall equal the employer's full-time contribution rate.
- FTE of .75 to .89 shall have a proration factor of .85 of the employer's contribution rate;
- FTE of .5 to .74 shall have a proration factor of .75 of the employer's contribution rate.

4.3 Any benefit premium in excess of the Employer contribution shall be paid for by a participating employee through payroll deduction.

4.4 No in-lieu payments or contributions to programs other than those which the Employer provides above shall be paid by the Employer for any employee who elects not to subscribe to the benefits provided by this Article.

4.5 An employee who was hired prior to November 2, 1983, shall be eligible for health and welfare benefits pursuant to County Board of Education Policy #4351.

- 4.5.1 In order to be eligible for the benefit, the employee must be at least fifty (50) years of age and have at least eight years (8) of service with the San Luis Obispo County Office of Education.
- 4.5.2 No other classified employee is eligible to participate in this program.
- 4.6 If the United States Government adopts a valid and comprehensive federal health care system and mandates that such plan be implemented by the County Superintendent which requires the parties to negotiate pursuant to the Educational Employment Relations Act, the County Superintendent of Schools will assure the CSEA of such negotiations.

State Disability Insurance

- 4.7 Effective November 1, 2007, all classified staff will be covered for short-term disability under California State Disability Insurance (SDI) to be paid by the employee through an automatic payroll deduction.
- 4.8 Any employee on leave who is under a health plan which requires co-payment must continue payments in a timely fashion in order to qualify for County Office of Education coverage.

## ARTICLE V: HOURS

5.1 Employees shall be on duty as assigned by the Employer. Any changes to an employee's work schedule shall only be for a justifiable operational need of the Employer and shall not be for punitive, disciplinary, and/or arbitrary and capricious reasons. The official workweek for a full-time employee shall be 40 hours and shall begin on each Monday and end with the following Sunday. A 40-hour workweek may be scheduled in either five consecutive eight-hour workdays; four (4) consecutive 10-hour workdays; or four (4) nine-hour (9) workdays each week with an additional eight-hour (8) day on alternate weeks. Work periods other than as specified above may be implemented with mutual agreement of the Exclusive Representative. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

5.1.1 Any part-time employee requested by the Employer to work an average of fifteen (15) minutes or more per day in excess of the regular part-time assignment for a period of twenty (20) consecutive workdays or more shall have the regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

### Additional Hours

5.1.2 When additional hours and/or work days are available on a regular basis for bargaining unit members, the additional hours (up to full-time hours) and/or additional work days (up to a 12-month work calendar) shall be offered to the incumbent in that position. If the incumbent does not wish to work additional hours and/or work days, the hours and/or work days shall be offered to the most senior qualified part-time employee in that classification.

Should any unit member have reemployment rights for additional hours and/or work days, they shall be offered those additional hours and/or work days prior to the above provision.

*The effective date of these provisions (per TA signed 5/14/14) shall be July 1, 2014.*

### Flexible Schedules

5.1.3 The Employer reserves the right to allow an employee or employees to work a flexible-hours schedule pursuant to AR#4324.

a. A written proposal must be made by either the affected employee(s) or by the appropriate manager. The proposal shall list all of the positions and employees involved in the flexible scheduling. The flexible schedule may be canceled by the Employer. The proposal must provide that all of the regular services performed by the affected employees are covered, that all regular business hours are observed, and that employees are assigned to work not more than 40 hours in a workweek (no weekend or holiday work shall be scheduled).



- b. An employee or employees who request or agree to a flexible-hours schedule shall not be eligible to receive differential pay for any hours worked unless the employee had been receiving differential pay and the new work hours still qualify the employee for a differential.
- c. Notwithstanding the provisions of 5.5 of this Article, an employee shall not earn overtime until the employee has worked more than the number of assigned hours established for the particular workday on the flexible-hours schedule or forty (40) hours in one workweek, or eighty (80) hours in a two-week period.
- d. Any proposal for a flexible-hours schedule that is not endorsed by the appropriate supervisor may be appealed to the Employer by the employee or employees who made the proposal.
- e. The Employer reserves the right to grant, or to deny, any request for a flexible-hours schedule. The Employer's decision to deny a request for a flexible-hours schedule may be appealed to the conciliation step (level three) of the grievance procedure.

## SLOCOE REMOTE WORK GUIDELINES FOR EMPLOYEES

5.1.4 Purpose: This article outlines SLOCOE's remote work guidelines for employees who request to work from an alternative location other than the assigned SLOCOE, school district, or SLOCOE approved locations. This article is written to ensure that employees, school districts, and SLOCOE will benefit from these arrangements.

5.1.5 Scope: This article applies to eligible classified employees whose work location includes work sites other than SLOCOE, school districts, or SLOCOE approved locations.

Remote work does not change the duties, obligations, responsibilities or the terms and conditions of employment.

Working remotely is a revocable agreement between the eligible classified employee and the employee's division director and direct supervisor to work from locations other than SLOCOE, LEA, or SLOCOE approved locations no more than 50% of assigned/scheduled work time with appropriate approvals.

Eligible classified employees who require remote work greater than 50% of assigned work time should apply through the reasonable accommodation process.

Eligible employee within allowable work assignments are those who:

- are not in probationary status or on an employee performance improvement plan;
- consistently demonstrated the ability to work independently;
- meet performance expectations; and
- serve in job assignments that are suitable for remote work and as defined and approved by SLOCOE.

Remote work should not hinder SLOCOE operations and remote work determination is based on operational need.

Remote work agreements are subject to change during state/county health and safety emergency orders.

5.1.6 Remote Work Agreement: Eligible employees may work remotely on a regular or temporary basis subject to SLOCOE's and the direct supervisors discretion.

Employees approved for remote work shall comply with all existing SLOCOE office policies, administrative regulations, work schedules, and job assignments. Approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

Employees approved for remote work acknowledge and agree that they may be required to report in-person on a remote work day arising from unforeseen operational need or from negative impacts to the COE's network such as a disruption or security breach. The SLOCOE allows for reasonable provisions, on a case by case basis, for employees to report to work in person, who may be experiencing extenuating circumstances.

Unless otherwise approved in advance by the Superintendent or designee, employees working remotely shall do so within regular work hours established for the position. Employees are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work. Employees shall notify their supervisor and follow the appropriate absence management procedures when unable to perform work assignments due to illness or other qualifying circumstances.

Employees are responsible for any home related increase in costs due to working remotely.

Classified employees requesting to work remotely must submit a request in writing to the immediate supervisor and division director. The request should state the classified employee's plan to adhere to the requirements in this article and the policies referred to herein.

A remote work agreement may be revoked at any time at the discretion of the Superintendent, designee, division director or supervisor. The decision to approve, deny, or revoke remote working agreements is not subject to the grievance procedure and all decisions are final.

5.1.7 Remote work requirements: To ensure that classified employee performance remains at standard levels of performance during remote work arrangements, the following requirements apply:

- Remote environments include distraction-free working space.
- Regular remote work employees working in public locations, as approved, shall be mindful of surroundings and maintain privacy and confidentiality.
- Remote environments include a high-speed Internet connection.
- Remote workers shall enroll in two-factor authentication for all external access of SLOCOE computers and programs, when applicable.

- Adhere and comply to all workplace regulations, policies, notices, handbook, contract, including but not limited to professional ethics/expectations.
- Adhere to written work, break and attendance schedules agreed upon with the immediate supervisor.
- Ensure the work schedules overlap in-person (on SLOCOE property) with those of their team members for as long as is necessary to complete their job duties effectively. Employees shall be available during normal work hours to the employee’s supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means.
- Employees shall be required to attend regular meetings in-person unless virtual attendance is permitted by their supervisor, and attend special meetings in person when directed by their supervisor.
- Employees and managers should determine long-term and short-term goals in writing; they should frequently meet (both online or in-person) to discuss progress and results.
- Employees shall be responsible for maintaining and protecting equipment on loan from the COE and shall adhere to the SLOCOE’s Acceptable Internet use Policy.
- Employees are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with SLOCOE’s Injury and Illness Prevention Program.
- Employees working from a remote location does not change an employee’s designated “work base” for purposes of mileage reimbursement in accordance with Article 3.7 of the CSEA collective bargaining agreement.

5.1.8 Compliance with SLOCOE Policies: Classified employees working remotely must follow and acknowledge SLOCOE’s policies. Examples of policies that all employees working remotely must follow and acknowledge include the following:

Policies:

- Acceptable Internet Use Policy #AR2139
- Child Abuse Reporting Policy #AR5415
- Complaints Policy #AR4312
- Tobacco Free Environment #AR4318
- Drug and Alcohol-Free Workplace #AR4319
- Drug Free Environment Notice to Employee – Form 4319A
- Nondiscrimination in the Workplace #AR4030
- Sexual Harassment of Employees #AR4341
- Injury and Illness Prevention Program

Notices:

- Department of Fair Housing and Employment-Sexual Harassment Brochure (English & Spanish)
- HIPAA Notice of Privacy Practices
- Notice of Special Enrollment Rights

- Medicaid and the Children’s Health Insurance program (CHIP)
- Medicare Part D Notice of Creditable Coverage
- Newborn and Mother’s Health Protection Act
- Public School Employees as Disaster Service Workers Brochure
- Uniform Complain Procedure Brochure (English & Spanish)
- Women’s Health and Cancer Rights Act (WHCRA)

Handbook/Contract:

- SLOCOE Employee Handbook
- CSEA Collective Bargaining Agreement

Other:

- Attendance and absence reporting procedures.
- Employee Code of Conduct.
- Anti-discrimination/Equal opportunity.
- Professional appearance/conduct when meeting with customers or partners both online & in-person.
- SLOCOE appropriate video-chat online background in compliance with SLOCOE policies.

5.1.9 Equipment requirements: SLOCOE will provide classified employees authorized to work remotely with secured networked equipment that is essential to their job duties, such as laptops, headsets and cell phones (when applicable with supervisor approval).

SLOCOE issued equipment remains SLOCOE property. Employees must keep equipment safe and avoid any misuse. Specifically, employees must to the following:

- Keep their electronic equipment password protected.
- Stay enrolled in two-factor authentication for any external access to domain resources.
- Store equipment in a safe and clean space when not in use.
- Follow all data encryption, protection standards and settings.
- Shall not download suspicious, unauthorized or illegal software.
- Adhere to the SLOCOE Acceptable Internet Use Policy

SLOCOE provides secondary property insurance related to damage or theft to SLOCOE equipment for employees working remotely.

Differential Pay

5.2. An employee whose assigned work shift commences between 3:00 p.m. and 11:00 p.m. shall be paid a shift differential premium of 5% above the employee's regular rate of pay for all hours worked. An employee whose assigned work shift commences at or after 5:00 a.m., but before 7:00 a.m., shall receive a shift premium of 2.5% for all hours worked.

5.2.1 An employee who received a shift differential premium shall not have the shift differential eliminated when the employee is assigned temporarily to a regular day shift.

- 5.2.2 An employee who is assigned to a regular day shift shall be entitled to shift differential when temporarily reassigned to a qualifying shift.
- 5.2.3 An employee who holds more than one position and one of the positions has a qualifying shift, the employee will be paid a shift differential for all hours worked in that day.

### Breaks and Lunch

- 5.3 Paid rest breaks of fifteen (15) minutes shall be provided for each four hours worked, or major fraction thereof. An employee who is assigned to work from 2.01 to 6 hours per day shall have one fifteen- (15) minute rest break. An employee who is assigned to work from 6.01 to 8 hours per day shall have two fifteen (15) minute rest breaks.
  - 5.3.1 An unpaid, uninterrupted lunch period of not less than thirty (30) minutes shall be provided to each employee who is assigned to work from 6 to 8 hours per day. By mutual written agreement a 6-hour employee and his/her immediate supervisor can agree to waive the lunch period.
  - 5.3.2 Each employee shall be provided the opportunity to take his/her duty-free rest break(s) and lunch period as near the midpoint of each work period as possible consistent with the employee's work schedule. Each employee is expected to exercise professional judgment and take his or her break(s) consistent with the terms of this Agreement. SLOCOE will assume that an employee that does not take his or her break does so voluntarily. SLOCOE shall not inappropriately coerce or create incentives for an employee to forgo a break.
  - 5.3.3 Rest breaks and/or lunch periods shall not be used to leave work early or arrive late to work.

### Elections

- 5.4 If an employee's work schedule is such that it does not allow sufficient time to vote in the federal, state, or local election in which the employee is entitled to vote, the Employer shall arrange to allow sufficient time for such voting by the employee without loss of pay.

### Overtime

- 5.5 Overtime shall be paid at the rate of one and one-half times an employee's rate of pay, when an employee is requested by the Employer to work:
  - a. more than eight (8) hours in one workday or any one shift or the regular scheduled hours, whichever is greater;
  - b. more than 40 hours in one workweek;

- c. a sixth or seventh consecutive workday for an employee whose work schedule is more than four hours per day, five days per week; or
- d. a seventh consecutive workday for an employee whose work schedule is less than four hours per day, five days per week.

5.5.1 All hours worked on the seventh consecutive day of work up to eight (8) hours, shall be compensated at double the regular rate of pay.

5.5.2 All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day shall be compensated at two and one-half times the regular rate of pay.

5.5.3 Opportunities for overtime in Maintenance Operations, Transportation and Grounds shall be distributed to employees within each department/site in order of seniority on a rotating basis.

5.5.3.1 If an unforeseen situation arises that requires attention within a 24 hour period, management may assign overtime to the employee most qualified and/or most readily available for the task.

#### Compensatory Time

5.6 Compensatory time off in lieu of cash compensation for overtime worked may be granted at the appropriate rate in effect at the time gained.

5.6.1 Compensatory time shall be taken at a time mutually acceptable to the employee and the Employer within twelve (12) months of the date on which it was earned.

5.6.2 If the compensatory time has not been taken within twelve months of the date on which it was earned due to the Employer's work schedule, the Employer shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

5.7 An employee called back to work after completion of the regular work schedule shall be compensated for at least two hours' work, plus mileage, at the appropriate rate of pay.

5.8 An employee required to work on a day when the employee was not scheduled to work shall be compensated for at least four hours' work, plus mileage, at the appropriate rate of pay.

5.9 Standby time shall be compensated on a straight time basis, unless it occurs during overtime, in which event it will be compensated on an overtime basis.

5.10 An employee may reject an offer or request for overtime, call-back, or call-in service unless no other employee in the department/site is available and qualified to perform the required work.

### Extended School Year

- 5.11 Extended school year assignments shall be offered to the incumbent(s). If the incumbent or incumbents in the classification do not wish to work, then the most senior qualified applicant in the classified service shall be offered the assignment.

### Bus Driver Routes

- 5.12 Opportunities for special trip assignments for bus drivers shall be distributed and rotated as equally as possible.
- 5.12.1 Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips, who are required by the Employer to remain on standby for the duration of the event for which the trip is made, shall be paid for all standby hours at the appropriate rate of pay.
- 5.12.2 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the Employer shall be relieved of the obligation for payment for any hours between the time the bus driver is relieved of duties for the evening and the time duties resume in the morning.

### In-Service Training

- 5.13 In-service training required of an employee in order to remain eligible to occupy the position shall take place during regular work time or the employee shall be compensated at the appropriate rate of pay.

### Layoffs and Reduction in Hours

- 5.14 Layoffs and reduction of hours for lack of work or lack of funds shall be processed pursuant to California Education Code Sections 45115, 45117, 45298, and 45308, or their successors.
- 5.14.1 When notice is given of any layoff or reduction in hours, the CSEA President will be sent a copy of the notice by the Human Resources Department.

### Seniority

- 5.14.2 When classified employees are laid off for lack of work or lack of funds, the order of layoff within the class shall be determined by seniority. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Seniority will be based on date of hire without consideration of total numbers of hours worked, regardless of any leaves of absence.

### Tie Breaking Criteria

- 5.14.3 In the case of a tied seniority date in the current classification, the employee with the

earliest date of hire at SLOCOE will have the higher seniority. Should a tie still exist, the employee with the highest number based on the last 4 digits of the social security number will receive the higher seniority (for example, 5819 is higher than 3515). Should the digits (and, therefore, the number created) be identical, the first number to the left will be included (for example, 65819 would be higher than 55819).

#### Order of the Layoff

5.14.4 Emergency, limited-term and provisionally appointed employees shall be laid off before any regular classified employees within a classification.

5.14.4.1 An employee who is laid off due to lack of work or lack of funds shall have the right to displace (bump) the least senior employee with the same or greater total compensation in the current classification. (Total compensation is based on months and hours worked plus benefit costs for the position). If there is no equal or greater position available in the current classification, the employee will be given the option of displacing into the position with the greatest total compensation in any previously held classification.

5.14.4.2 Any classified employee who is displaced (bumped) by an employee with greater seniority shall have displacement (bumping) rights outlined above as though s/he were laid off for lack of work or funds.

#### Voluntary Demotions in Lieu of Layoff

5.14.5 An employee who has accepted a voluntary demotion in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

#### Salary on Voluntary Demotion or Transfer in Lieu of a Layoff

5.14.6 An employee who has accepted a voluntary demotion or transfer to a previously held position in lieu of layoff shall be placed at the step closest to their current salary without exceeding the salary for the range of the new classification.

#### Voluntary Reduction in Lieu of Reassignment or Layoff

5.14.7 When an employee has demoted into a lower range or when an employee has been reclassified downwards An employee who has accepted a voluntary reduction in assigned time to remain in their present positions rather than be reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for positions with increased assigned time (and without limitation of time) for an additional period of up to 24 months.



## Reemployment

5.14.8 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. Persons on the reemployment list shall be ranked by seniority, and shall be reemployed in the reverse order of the layoff. In addition, such persons laid off have the right to participate in promotional exams within the period of 39 months.

## Salary on Reemployment

5.14.9 A regular classified employee who is reemployed in a previously held classification shall be appointed at the same step which he/she held at the time of layoff. See seniority section for effect on seniority accruals.

5.14.10 Merit System Rules covering "Layoffs and Reduction of Hours" are attached as Appendix C, for reference.

5.14.11 On demand, the Employer agrees to bargain the effects of layoff.

## Equalization Days

5.15 Effective July 1, 2000, employees assigned to a 12-month calendar will have a standard work year of 260 days per fiscal year.

5.15.1 In years when the calendar exceeds 260 working days, this standardized work year will be achieved by implementing one or two equalization days which will be selected through the negotiations process.

5.15.2 Certain periods within the year may be established by the supervisor to identify times that would be of an extreme hardship to allow for equalization days. The scheduling of alternate equalization days must be mutually acceptable to the employee and immediate supervisor.

5.15.3 School site staff will take the day(s) during time school is not in session. Such equalization days will have no impact on the employees' annual salaries.

5.15.4 Equalization days must be used within the current fiscal year.

## ARTICLE VI: PROBATION

- 6.1 Pursuant to Merit System Rules 4761, a new employee appointed from eligibility list shall serve an initial probationary period of six (6) months or 130 days of paid service, whichever is longer, in one class before obtaining permanency in the classified service.
- 6.1.1 An employee who has been promoted shall serve a probationary period of six (6) months, or 130 days of paid service, whichever is longer, in the higher class before attaining permanency in that class.\*
- 6.1.2 If the Employer determines that the employee has not successfully served during the trial period, or if, during the trial period, the employee requests to return to the prior position, the employee shall be reverted to the job classification held immediately prior to the promotion. Reversion will not return the employee automatically to the prior job site, department, or specific work area and may result in the displacement (bumping) or layoff of a less senior employee.

*\*(Also referenced in Transfers/Promotions, 10.19 and 10.20 of Article X, page 34.)*

## ARTICLE VII: LEAVES OF ABSENCE

7.1 This Article shall be considered to be the policy of the Employer, and these provisions are expressions of policy on leaves of any duration for any accident, illness, or any other reason.

### General Provisions

7.2 Absence under any paid or unpaid leave provisions of this Article shall not be considered as a break in service for purposes of seniority. An employee on unpaid leave status shall not, however, accrue hours for purposes of seniority.

7.3 Upon resignation or retirement, an employee with more than five (5) years of service to the County Office of Education on June 30, 1996, shall have the option of being paid for one-half of his/her unused sick leave (based upon his/her balance on June 30, 1996), not to exceed 90 days. The calculation of the payment shall be based on the employee's rate of pay at the time of separation.

7.3.1 In lieu thereof, an employee who retires may convert unused sick leave to retirement credit in accordance with appropriate provisions of the Education or Government Codes.

7.3.2 This provision shall not apply to any employee who is not in good standing (e.g., terminated for cause pursuant to Merit System Rules 4772.1 or the Education Code).

7.4 An employee absent due to sick leave, extended sick leave, or Industrial Accident for a period of 60 days or more shall notify the Employer of his or her intent to return from a leave of absence no later than 20 days prior to the date of return. Failure to report for duty after leave shall be considered abandonment of position and subject to the discipline procedures found in Merit System Rules 4772.

### Verification of Leave

7.5 If the Employer has cause to believe that an employee has improperly requested, received, or utilized any leave authorized by this Article, the Employer may require that the employee provide acceptable substantiation that the employee was sick or otherwise eligible to utilize the leave.

7.5.1 Failure by the employee to provide acceptable substantiation shall result in the employee losing pay for any hours in question.

7.6 The Employer may require a physician's or practitioner's verification of illness at any time an employee has been absent for four (4) or more days.

7.6.1 In addition, if the Employer believes that an employee may have misused or abused the utilization of sick leave, the Employer may, on written notice, require that any

subsequent request for sick leave be verified by a physician or practitioner of the employee's choice before the employee receives pay for the day(s) in question.

- 7.6.2 Upon prior consultation with the Association, if the Employer suspects validity of the first signed verification, the Employer may require a second verification by a different physician or practitioner of the employee's choice before the employee receives the pay for the day(s) in question. The costs for this second verification shall be reimbursed to the employee upon submission of a valid receipt showing the costs.
- 7.7 An employee absent for reasons of personal illness or injury for seven (7) or more consecutive days or who has been absent at any time for surgery shall be required to provide a physician's or practitioner's statement of the employee's ability to return to work and render services to the Employer prior to returning to work.

#### Health and Welfare Benefits While on Leave

- 7.8 An employee on a paid leave of absence shall have health and welfare benefits as described in Article IV throughout the duration of the leave of absence.
- 7.8.1 An employee on an unpaid leave of absence may, as long as the practice is allowed by the insurance company, continue the health and welfare program by advance payment to the Employer of the amount equal to the premiums for the health and welfare benefit coverage to which the employee subscribes.
- 7.8.2 For the purposes of this paragraph, an employee who is on a leave of absence for a job-related disability shall have health and welfare benefits paid by the Employer pursuant to Article IV as long as the practice is allowed by the insurance carrier(s). Payment shall be limited to 39 months.
- 7.9 Any employee on leave who is under a health plan which requires co-payment must continue payments in a timely fashion in order to qualify for County Office of Education coverage.

#### Sick Leave

- 7.10 An employee may use accumulated sick leave at any time during the employee's work year for accident, illness, or quarantine and for medical examinations or treatments for self or immediate family members.
- 7.10.1 Every full-time employee shall earn sick leave on the basis of one (1) day for each month of employment plus one (1) additional day per year.
- 7.11 At the beginning of each employee's work year, the full amount of sick leave granted under this Article shall be credited to each employee.
- 7.11.1 Sick leave need not be accrued prior to taking such leave, and leave may be taken at any time during the employee's work year.

- 7.11.2 A new employee shall not be eligible to take more than six (6) days until the first day of the month after completion of six (6) months, or 130 days of paid service, whichever is longer of active service.
- 7.11.3 Unused sick leave shall accrue from fiscal year to fiscal year.
- 7.12 Leaves shall be prorated on the ratio of the employee's workday to a full-time workday.
- 7.13 Pay for any day of such absence shall be the same as if the employee had been on regular duty.
- 7.14 A female employee shall be entitled to utilize sick leave for the period of time required to be absent due to pregnancy or childbirth.
- 7.14.1 The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor.
- 7.14.2 A statement from the employee's physician as to the beginning date of the leave shall be filed as soon as it is determined.
- 7.14.3 The date of the employee's return to service shall be based upon the doctor's analysis.

#### Extended Sick Leave

- 7.15 When an employee's accumulated regular (full-pay) sick leave is exhausted within a fiscal year, the employee shall be entitled to extended sick leave.
- 7.15.1 Annually on July 1, an employee shall be credited with a total of one hundred (100) working days of extended sick leave, in addition to days of regular (full-pay) sick leave to which he/she is entitled to under this Agreement. Such days of paid extended sick leave shall be compensated at fifty percent (50%) of the employee's regular salary. The paid extended sick leave shall be exclusive of any other paid leave to which the employee may be entitled.
- 7.15.2 Leaves shall be used in the following order:
- a. Accumulated sick leave;
  - b. 100 days of extended sick leave;
  - c. Vacation balance or unpaid leave;
  - d. Catastrophic Leave, if approved (once vacation balance is exhausted).
- 7.16 Before leave under the provisions of Extended Sick Leave are applicable, a doctor's signature is required as outlined in Section 7.5 through 7.7 of this Article.
- 7.17 After exhaustion of all paid leaves, a permanent employee may be placed on additional leave upon written request and with the approval of the Superintendent. If such leave is granted,

the employee shall not be entitled to compensation for holidays, nor shall benefits of vacation, sick leave or salary step advancement accrue for that time.

### Family Care and Medical Leave

- 7.18 The County Office of Education shall provide family and medical leave in compliance with the Family and Medical Leave Act and the parallel California leave of absence statute (Government Code 12945.2). In meeting such statutory obligations, the County Office of Education will, to the maximum extent permitted by law, credit any paid or unpaid leave status otherwise granted by this Agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article.
- 7.19 Such statutory family and medical leave status includes up to 12 weeks per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the employee's child, or the serious illness or health condition of the employee, the employee's spouse, the employee's child or the employee's parents. Leave taken for any of these reasons will be counted against the employee's annual family and medical leave entitlements. Provided, that the State-required leave of absence due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 weeks of leave. Leave taken to care for a newborn or foster or adopted child must be completed within one (1) year of the birth or placement. If both parents are employed by the County Office of Education, they may each receive a total of a twelve (12) work week period of Family Care and Medical Leave.
- 7.20 For the purposes of this section (only), the references to "child" in 7.19 above includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependent child (one who is incapable of self-care because of mental or physical disability) for whom the employee has primary care-giving responsibility, and the reference to "parent" includes biological, foster or adoptive parent, or any other person who had primary care-giving responsibility for the employee when the employee was a child.
- 7.21 The employee must have been employed by the County Office of Education at least one (1) full year (and provided at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.
- 7.22 The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of the County Office of Education's operations, and shall give the County Office of Education at least 30 days advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice within two (2) business days of learning of the need. Failure to provide timely notice may result in postponement of the Family Care and Medical Leave.
- 7.23 The County Office of Education may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which the condition commenced, the probable duration of the condition, an estimate

of the amount of time the employee is needed to care for the individual, if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The County Office of Education may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of Family and Medical Leave. If the County Office of Education doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the County Office of Education, at the County Office of Education's expense. If the two opinions conflict, the County Office of Education may require a third opinion from a health care provider mutually agreed upon by the County Office of Education and the employee. The third opinion shall be final and binding on the County Office of Education and the employee. If the statutory leave is being granted concurrently with another leave under this Article, then the normal contract procedure shall prevail over the above special certification process.

- 7.24 To the extent required by applicable laws, employees returning from a Family and Medical Leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.
- 7.25 Subject to the above-mentioned "credit" provisions of 7.18 and 7.19, the employee during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active employee.
- 7.26 If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for Family and Medical Leave, then the County Office of Education may recover health insurance premiums paid pursuant to the above leave provisions.

#### Personal Necessity Leave

- 7.27 Personal Necessity Leave provides employees the opportunity to address circumstances which are serious in nature, cannot be expected to be disregarded, necessitate immediate attention, and cannot be dealt with outside the work day.
  - 7.27.1 Up to seven (7) days of sick leave may be used as Personal Necessity Leave per year. Personal Necessity leave does not accumulate from year to year.
  - 7.27.2 Employees must request this leave at least three (3) working days in advance to allow for adequate planning for coverage of duties. If at least a three (3) working day notice is given, the employee shall not need to provide a specific reason for the use of Personal Necessity Leave.  
The Employer may deny the request if the request is received in less than three (3) working days and there is a program operational need on the part of the Employer to deny the request, unless the request meets one of the following criteria below:

- Death of a member of the employee's immediate family when additional leave is required beyond that provided in Bereavement Leave.
- Accident, involving the employee's person or property, or the person or property of a member of his/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.
- Emergency situations which cannot be dealt with during off-duty hours.

7.27.3 Additional leave may be granted for family illness on a case by case basis by the employer.

7.27.4 An employee requesting use of Personal Necessity Leave shall complete the necessary process and certify by their signature that their use of Personal Necessity Leave shall not be used for Association business, personal gain, or recreational purposes and that any proven misuse may subject the employee to disciplinary action.

7.27.5 Additionally, the parties understand that Personal Necessity Leave is not intended for use for any form of vacation, or to extend a school holiday or vacation period; e.g., camping, skiing, etc., to participate in any labor dispute, personal gain, or to be taken by such numbers of employees which would be disruptive to the San Luis Obispo County Office of Education services.

### Bereavement Leave

7.28 An employee shall be entitled to six (6) days of paid noncumulative leave of absence because of the death of any member of the employee's immediate family (see definition of Immediate Family in Section 7.33 below)

7.28.1 This leave shall not be cumulative.

7.28.2 This leave shall not be deducted from sick leave.

### Industrial Accident Leave

7.29 An employee shall receive industrial accident leave in the amount of up to 60 days during which the schools of the Employer are required to be in session or when the employee would otherwise have been performing work for the Employer in any one (1) fiscal year for recovery from an industrial accident. An employee must have been employed for a period of at least 12 months in order to be eligible for this leave.



- 7.29.1 Such benefits shall be in addition to other sick leave benefits provided by the Employer.
- 7.29.2 This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 7.29.3 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the employee's regular wage for that day.
- 7.29.4 When entitlement to industrial accident leave under this paragraph has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under workers' compensation laws of this state at the time of the exhaustion of benefits, the employee shall be entitled to use only so much of accumulated sick leave and vacation, which, when added to the workers' compensation award, provides for one (1) day's pay at the regular rate of pay.
- 7.29.5 If the employee returns to work without restrictions in less than 60 days, the employee shall be reinstated to the employee's prior position. When the employee returns to work after 60 days, the employee shall be reinstated in a position within the job classification.

#### Jury Leave

- 7.30 An employee shall be entitled to leave without loss of pay for any time the employee is required to be absent for petit jury duty. (Grand jury duty is excluded from this provision.) The employee shall sign over to the Employer any fees paid for jury duty minus any allowance for expenses.

#### General Leave

- 7.31 An employee may be granted a leave of absence on a paid or an unpaid basis at any time upon any terms acceptable to the Employer.
  - 7.31.1 Employees are encouraged to present proposals for the purpose of study or retraining which will expand upon their skills and abilities in their service to the Employer.

#### Military Leave

- 7.32 Military leave shall be provided as required by law.

### Immediate Family Defined

7.33 For the purpose of this Article, immediate family shall be defined as: mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, registered domestic partner, and the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any relative of the employee living in the immediate household of the employee. Step or foster relations are included in these definitions.

### Catastrophic Leave

7.34 Eligibility: An employee who suffers from a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time (more than ten days), or who is required to take time off from work to provide care for an immediate family member who suffers from a catastrophic injury or illness, shall be eligible to receive Catastrophic Leave donations from other unit members subject to the restrictions and conditions outlined below:

7.34.1 Before using donated sick leave, the employee must have exhausted all accrued sick leave.

7.34.2 The Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.

7.35 Requests for Sick Leave Donation: An employee who meets the eligibility requirements for Catastrophic Leave may request donation of sick leave from other unit members by submitting a "Catastrophic Leave Request for Donation Form" to the Human Resources Department. The request shall clearly specify the circumstances of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. Catastrophic Leave will commence as outlined in Section 7.15.2 of this Article.

7.35.1 A committee consisting of one (1) Employer representative and one (1) representative appointed by the Association President shall be established each fiscal year. One (1) member shall serve as recorder. Minutes shall be kept. The committee shall consider all requests for sick leave donation. The committee may grant, partially grant, or reject a request. All deliberations are confidential and the decisions to grant or deny requests shall require mutual agreement. The decision of the committee is final and not grievable. A written copy of the committee's decision shall be provided to the requesting employee, to the Association, and to the Human Resources Department so that the sick leave can be transferred from the unit member donors to the member's account, if necessary.

7.35.2 Requesting employees should apply for donated sick leave prior to exhausting regular sick leave. At no time shall donated sick leave be applied to a pay period that has been closed and for which a pay warrant issued.

- 7.35.3 Donated sick leave shall be established in an individual account for the recipient and will be utilized in a sequence that will use one (1) day from each donor before utilizing the second day from each donor. Unused sick leave will be returned to the donor(s).
- 7.35.4 An employee who uses a donated sick leave day shall be paid at his/her regular daily rate. No distinction shall be made as to the differing pay rates of the donors or recipients.
- 7.35.5 An employee may not receive the benefits of this leave while receiving monies or leave from Workers' Compensation.
- 7.36 Donated sick leave may not be used for industrial illness or injury accident.
- 7.37 Donations to the unit member will be made in one (1) day increments (a day's donation is defined as the number of hours the employee making the donation is assigned to work. No distinction shall be made as the differing lengths of work day of the donors or recipients.).
- 7.38 Unit members may only donate five (5) days per fiscal year.
- 7.39 A sick leave donor may not donate sick leave that would cause his/her personal accrued sick leave to fall below (10) days.
- 7.40 The donor list shall be confidential.

**ARTICLE VIII: VACATIONS**

- 8.1 Employees shall accrue vacation in accordance with the following schedule:
  - 0-5 years ..... 15 days
  - 6-14 years ..... 20 days
  - 15- years ..... 24 days
- 8.1.1 This schedule applies to full-time, 12-month employees. An employee working less than full time shall earn vacation on a pro rata basis.
- 8.2 Pay for vacation days shall be the same as the employee would have received had the employee been in the normally assigned work shift, excluding any overtime.
  - 8.2.1 Upon separation from service, an employee shall be entitled to a lump-sum compensation for all earned and unused vacation time, except an employee who has not completed initial probationary period of employment, or 130 days in paid status, shall not be entitled to such compensation.
  - 8.2.2 Vacation accruals may not be used prior to the completion of the probationary period. With employee notification and management approval at the time of employment, accrued days may be used.
- 8.3 Employees who wish to use vacation leave shall submit a written request to their immediate supervisor (or management designee) no later than ten (10) calendar days prior to the start of vacation. The immediate supervisor (or management designee) will make every effort in scheduling the vacation request. Certain periods within the year may be established by the supervisor to identify times that would be of an extreme hardship to allow for vacation leave. These periods may vary for individuals and/or groups of employees. It is further recognized that vacation leave is an earned benefit of the employee. The scheduling of vacation must be mutually acceptable to the employee and immediate supervisor.
  - 8.3.1 When conflict in scheduling approved vacation leave occurs between two employees requesting the same time off, seniority will be used as a basis for scheduling employee vacation. Previously approved and scheduled vacations will not be affected by seniority.
  - 8.3.2 If an employee's vacation is scheduled to begin when the employee is on leave due to certified illness or injury, the employee may request a change in vacation schedule, but to avoid disruption of the operation of the department to which the employee is assigned, the Employer shall grant the request for a rescheduled vacation at a time acceptable to the supervisor and the employee.
  - 8.3.3 Holidays which occur during the employee's vacation shall not be charged as vacation days.

8.3.4 When a twelve month employee's accumulated vacation time exceeds 240 hours, the Employer, at its option, will work with the employee within 30 calendar days to schedule the employee off work or pay the employee for the excess vacation time. With their supervisor's approval, an employee may utilize vacation time that is not yet accrued provided that it is within the current year's accrual. Requests must be in writing before the start of the vacation. No advance of vacation time into future years' accruals will be permitted.

- a. Instructional-year employees shall be paid for earned and unused vacation at the end of each school year.
- b. If, for any reason, the Employer requires that an employee shorten a previously scheduled vacation, and the vacation cannot be rescheduled within the same fiscal year, the Employer shall pay the employee for the amount of vacation that cannot be carried over to the subsequent fiscal year.
- c. If an employee is on vacation and the Employer requires the employee to return from vacation prior to the employee's scheduled return date, then all hours worked between the return date and the scheduled return date shall be compensated at the employee's regular rate of pay plus time and one-half. Attempts will be made to reschedule vacation time.

8.4 A permanent employee may be permitted to interrupt or terminate vacation in order to begin another type of paid leave provided by this Agreement without return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

## ARTICLE IX: HOLIDAYS

- 9.1 Employer agrees to provide the following 13 paid holidays:
- New Year's Day
  - Martin Luther King Jr. Day
  - Lincoln's Day
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Friday following Thanksgiving Day
  - Christmas Day
  - Two additional days during the winter recess
- 9.2 Every day declared by the President of the United States or the Governor of California as a public fast, Thanksgiving, or holiday, or any day declared a holiday by the Employer under the Education Code shall be a paid holiday for all employees.
- 9.3 Except as otherwise provided in this Article, an employee must be in paid status on the workday immediately preceding or succeeding the holiday to be paid for the holiday.
- 9.3.1 An employee who is not normally assigned to duty during the school recess period which includes December 25 and January 1 shall be paid for those holidays provided that the employee is in a paid status during any portion of the workday of the employee's normal assignment immediately preceding or succeeding the recess period.
- 9.4 When a holiday specified above falls on a Saturday, the preceding workday which is not a holiday shall be deemed that holiday.
- 9.4.1 When a holiday specified above falls on a Sunday, the following workday which is not a holiday shall be deemed to be that holiday.
- 9.5 The calendar shall be mutually agreed to by the Association and County Superintendent. The County Office of Education classrooms or work sites that are located on district school sites shall have these holidays and others consistent with the school site.
- 9.6 All hours worked on holidays designated by the Agreement shall be compensated at two and one-half times the regular rate of pay.

- 9.7 12-month (260 day) employees shall be entitled up to three (3) existing paid calendar days per fiscal year for the purposes of County Office Closure Days/Juvenile Court School Holidays. These days will be designated by the County Superintendent and established by May 1 of the school year preceding the school year in which the Office Closure Days/Juvenile Court School Holidays shall occur.

## ARTICLE X: TRANSFERS/PROMOTIONS

### Definitions

- 10.1 A “transfer” is a change in the employee’s assigned position within the same classification.
- 10.2 A “promotion” is a change in assignment from one classification to a vacant position in another classification with a higher salary grade.
- 10.3 A “vacancy,” as deemed by SLOCOE, is an open position arising from a resignation, retirement, or termination, or as a result of a voluntary demotion or transfer, or newly created position which is not committed for the purpose of leave.
- 10.4 An “Itinerant” position is defined as a position that does not have a specific daily assigned work location as the assigned duties may require the employee to provide service at varying employer worksites and locations in the course of his/her work day.

### Procedures

- 10.5 General procedures for transfers, promotions, voluntary demotions and reassignments shall allow for the employer to determine when a vacant position exists and when such vacant positions shall be filled.
- 10.6 Vacancies may be announced by or recruited from Transfer Requests, a Promotional Eligibility List, or Dual Certification Eligibility List. These recruitments may be done simultaneously. The Hiring Authority may request that a vacancy is filled by Transfer Request or Promotional Eligibility List only.
- 10.7 All notices of vacancies will be posted for a minimum of six working days. An employee may apply for a transfer position by submitting a Letter of Interest to the Human Resources Department. An employee may apply for a promotion by filling out an application.
- 10.8 Upon the determination that a vacant position shall be filled, the Employer shall post appropriate notices at the County Office of Education worksites.
- 10.9 The notice shall include the job title; a brief description of the position and duties; required minimum qualifications; the job location (except in the case of itinerant positions); the number of hours per day; the regular hours of work, days per week, and months per year; the salary range; and the deadline for filing an application.
- 10.10 Employees may request the Human Resources Department to mail copies of notices for vacant positions.



- 10.11 All employees who have applied for a transfer or promotion shall be notified of their status during each phase of the selection process (*i.e., confirmation that the employee meets the minimum requirements of the position and qualifies for an interview*).
- 10.12 Within 10 workdays after the closing of the filing period, the Human Resources Department shall compile a list of candidates meeting minimum qualifications for the vacant position pursuant to Personnel Commission Rules. Each applicant shall be notified of his/her application status during each phase (see 10.10).
- 10.13 When the Employer selects a person to fill a vacant position from Transfer Requests or the Promotional Eligibility List, selection shall be subject only to the following restriction: When the decision to fill a vacant position is limited to current employees who have equal qualifications, the most senior employee shall be selected. In a case where employees have identical seniority, the selection shall be made by lot.

### Transfers

- 10.14 All requests for transfer shall be considered and employees will be interviewed along with applicants from outside SLOCOE by the hiring authority without going through a competitive exam/panel process. Transfers shall not be given or refused arbitrarily or capriciously.
- 10.15 The employee will be notified prior to the announcement of selection. The Human Resources Department will inform the employee of the decision no later than ten workdays after the interview. The transfer applicant may request a meeting with the hiring authority to discuss the decision by contacting the Human Resources Department.

### Reassignments

- 10.16 Reassignment of employees from one work site/department to another shall be for the following reasons (reassignments shall not apply to itinerant positions):
- 10.16.1 In a situation where the Employer determines the existence of an excess of employees within a job classification at a given work site/classroom, and where the Employer determines that no reduction in hours or layoff shall occur, the least senior employee in the specific classification shall be involuntarily transferred unless another employee in the affected classification volunteers to be transferred.
- 10.16.2 The Employer may determine that a reassignment is an appropriate response to an evaluation, which specifies unsatisfactory performance. If so, the move shall not be made until completion of the remediation process pursuant to the evaluation process included in this Agreement and a determination that the unsatisfactory performance was not modified to the satisfaction of the evaluator.
- 10.16.3 A permanent employee who is determined by a physician to be incapable of performing the duties of the assigned job class because of illness or injury may, at

the discretion of the Employer, be assigned duties that the employee is capable of performing.

10.16.3.1 The position to which the employee is assigned shall be subject to classification by the Personnel Commission, but the employee shall receive no increase in wage or salary because of such assignment to the position unless the employee is appointed from an eligibility list resulting from a competitive examination.

10.16.3.2 In the event that the position is in a classification allocated to a higher wage or salary than that previously attained by the employee, the employee may be assigned to the position without competitive examination, but shall continue to receive the wage or salary of the former classification.

10.16.3.3 If the position is in a classification allocated to a lower wage or salary than that attained by the employee, the employee shall be paid the wage or salary appropriate to the position after it has been determined that the placement is final.

10.16.4 In circumstances not specified in 10.16.1, 10.16.2, or 10.16.3, or where the Employer determines that there is a justifiable operational need for a reassignment, the employee shall be transferred to another location without any loss of position, hours, and/or work year held prior to the reassignment.

10.17 The immediate supervisor shall justify the need and reason for a reassignment through the Human Resources Office which shall be responsible for approval of the reassignment request. An employee shall receive a minimum of a five (5) work day written notice of such permanent reassignment.

An employee may be reassigned in an immediate program emergency where the interests of the program and the safety and interests of the students has been compromised through circumstances which were unforeseen, unanticipated, through no fault of the administration, and for which adequate time was not allowed for a solution, an employee may be reassigned. The selection and reassignment of an employee will be done at the discretion of the Employer after an assessment has been made that determines that the selection will result in the least disruption of the existing program and the best possible solution for the students, but under no circumstances will a reassignment be implemented lightly or without due care and consideration of the employee's preference.

An employee has the right to appeal the reassignment by contacting the Human Resources Office within five (5) days of receiving the written notice of reassignment and citing the reason for the appeal in writing. The Employer and Association shall review the appeal and render a mutually agreed upon decision prior to the reassignment becoming effective. If the

Employer and Association can not reach a mutually agreed upon decision, the matter shall be referred to the Personnel Commission for final decision.

### Promotions

- 10.18 In promotional opportunities, where an eligibility list is being established and candidates are ranked, any permanent employee who applies and meets the minimum qualifications shall receive an interview at the panel level. Probationary employees shall be treated as outside candidates for purposes of promotion. Please refer to Merit System Rule 4643.10 for seniority credits.
- 10.19 An employee who has been promoted shall serve a probationary period of six (6) months, or 130 days of paid service, whichever is longer, in the higher class before attaining permanency in that class.
- 10.20 If the Employer determines that the employee has not successfully served during the trial period, or if, during the trial period, the employee requests to return to the prior position, the employee shall be reverted to the job classification held immediately prior to the promotion. Reversion will not return the employee automatically to the prior job site department or specific work area and may result in the displacement (bumping) or layoff of a less senior employee.

## **ARTICLE XI: EVALUATION PROCEDURES**

- 11.1 The evaluation process is intended to provide objective feedback to an employee from their immediate supervisor to ensure satisfactory or better performance of assigned duties within their job description. It is not to be used as discipline, but can be used to inform the employee of less than satisfactory performance in an effort to have that performance improve to satisfactory or better levels within an appropriate timeframe.
- 11.1.1 Each employee shall have an annual conference with a written evaluation every two (2) years. Annual conferences will focus on employee contributions and areas for growth in the following year. Annual conferences shall be documented, in writing, and placed in the employee's personnel file. The written evaluations and annual conferences shall be done by April 1 of each appropriate year. Should there be a need for an unscheduled written evaluation (one that is not a probationary or regular assessment) the immediate supervisor shall indicate on the evaluation form that it is an unscheduled evaluation and is for a specific issue or concern,
- 11.1.2 Probationary employees shall receive written evaluations no later than the end of the 3<sup>rd</sup> and 5<sup>th</sup> months of the probationary period.
- 11.1.3 Written evaluations shall be presented in a conference between the employee and their immediate supervisor. An employee may request an Association Representative to be present at these meetings.
- 11.1.4 Evaluations shall be based upon the immediate supervisor's observation and knowledge of the employee's job performance. The immediate supervisor shall be a management or supervisory employee.
- 11.1.5 Any area of concern that may affect an employee's written performance evaluation should be discussed with the employee within fifteen (15) days of its occurrence so that the employee is aware of the concern and can take corrective action with the goal of the concern not being necessary on the written performance evaluation.
- 11.2 The evaluation shall be made on a standard form which is provided for this purpose (Appendix F). The Exclusive Representative shall be notified of any proposed change of the evaluation form.
- 11.3 Prior to placing an evaluation in the employee's file, the employee and the evaluator shall review and discuss the evaluation and any material that is to be incorporated into the file.
- 11.3.1 The evaluation shall be signed by the employee and the evaluator. Additionally, the Chief Human Resources Officer shall review and sign Classified Staff Evaluation Forms.

The employee's signature denotes solely that a joint review of the evaluation

document(s) has taken place.

11.3.2 The employee shall receive a copy of the evaluation and may attach a written statement.

11.3.3 Following the review, the employee's evaluation shall be placed in the personnel file.

11.3.4 An evaluation that contains any rating of “*needs improvement*,” or “*unsatisfactory*,” shall include specific recommendations for improvement. In addition, where the noted deficiency relates to the performance of the employee's assigned duties, the evaluator shall make provisions for reasonable assistance in implementing the recommendations. A reevaluation of the employee's performance shall be done no less than ninety (90) calendar days from the date of receiving a “Needs Improvement” or “Unsatisfactory” rating in any section of the performance evaluation form.

11.3.5 Salary Schedule Step Increases

11.3.5.1 Step increases are subject to a satisfactory overall performance evaluation rating of “Meets Standards” or “Exceeds Standards.” This section applies only to an overall performance evaluation rating, not individual sections of an employee's performance evaluation.

11.3.5.2 For an employee to not receive their step increase at the normal time (July 1), an employee must receive a written evaluation no later than April 1 in order to allow them sufficient time to achieve an overall performance evaluation rating of “Meets Standards” or higher.

11.3.5.3 If an employee received an overall rating of “Needs Improvement” or “Unsatisfactory”, the employee will not receive a step increase until they obtain an overall rating of “Meets Standards” or “Exceeds Standards”.

11.3.5.4 If an employee's scheduled step date is within 90 days of the performance evaluation needing improvement and the employee is able to improve within the 90 day time frame, the employee will receive the step increase on the first of the following month and retroactive pay back to the scheduled step date.

11.3.5.5 If the employee does not obtain a satisfactory overall rating within the 90 days of their scheduled step date, the employee will receive a step increase upon receipt of a satisfactory overall evaluation. The pay increase will be effective the first of the month following the satisfactory evaluation.

NOTE: Appendix F of the Collective Bargaining Agreement shall be revised to reflect the above changes. The parties shall review and approve revisions of Appendix F prior to their being updated in the Collective Bargaining Agreement.

- 11.4 The personnel file of each employee shall be maintained at the San Luis Obispo County Office of Education Human Resources Department.
- 11.5 Any materials, except as specifically excluded by 11.6 of this Article, relative to an employee's employment relationship shall be contained in the employee's personnel file.
  - 11.5.1 Contents of the personnel file shall be kept in the strictest confidence in keeping with appropriate provisions of the California Education and Government Codes.
  - 11.5.2 The Employer shall keep a log indicating the person(s) who have examined personnel file as well as the date on which such examination was made. The log shall be maintained in the employee's personnel file.
  - 11.5.3 Any complaint relative to an employee's work performance from a person other than the employee's evaluator shall be in writing and signed by the person complaining. The Chief Human Resources Officer shall review all written complaints prior to the complaint being placed in the employee's personnel file. Any complaint or charge that is withdrawn shall be removed from the employee's personnel file. Upon written request to the Employer, a complaint or charge that has been proven to be false and unsubstantiated shall be removed from the employee's personnel file.
- 11.6 Materials in the personnel file of an employee which may serve as a basis for affecting employment status are available for inspection by the employee or by a representative designated in writing by the employee. Ratings, reports, or records which were obtained prior to the employment of the employee shall be excluded from any review by the employee or the employee's representative.
  - 11.6.1 An employee shall be allowed to inspect the personnel file upon request, provided that the request and inspection is made at a time when such employee is not actually required to render services to the Employer.
  - 11.6.2 Information of a derogatory nature, except as that contained in an evaluation or excluded by 11.6 of this Article, shall not be placed in an employee's personnel file unless the employee is given notice of the pending placement and an opportunity to review and comment thereon.
    - a. The employee shall be notified and shall receive a copy of any derogatory information at least ten (10) days before the material is placed in the employee's personnel file.

- b. The employee shall be given the opportunity to initial and date the material and to prepare a written response. The written response shall be attached to the material.
- c. The review shall take place during normal business hours and the employee shall be released from duty without loss of pay for this purpose.

## ARTICLE XII: DISCIPLINARY PROCEDURE

- 12.1 Discipline is an action taken by the Employer or designee which is designed to point out and remedy deficient or improper employee job performance or conduct. Discipline may include a verbal warning, written warning, or written reprimand, as set forth in this Article. Major Discipline is defined as suspension (with or without pay), demotion, or dismissal, imposed as set forth in the Merit System Rules under Disciplinary Action and Appeal (Appendix D). Disciplinary action should fit the severity and frequency of the improper performance. A verbal warning and/or written warning does not go in the personnel file, but serves to inform the employee of a deficiency in performance. The employee has a right to request CSEA representation.
- 12.2 A written reprimand shall be made in writing and served in person or by registered or certified mail to the employee, and shall include the following:
- a. A clear statement of facts.
  - b. The rule or standard that should have been followed or met.
  - c. What the impact of the deficient conduct is.
  - d. Identify what must be done to correct the deficient conduct.
  - e. Notify the employee of her/his rights to submit a rebuttal to be attached to the reprimand and placed in the personnel file within 10 business days.
  - f. Copy of the reprimand to the CSEA designee.
- 12.3 A written reprimand may be appealed only to the Chief Human Resources Officer. In cases where the Chief Human Resources Officer is issuing the written reprimand, the Superintendent will hear the appeal.
- 12.4 At such time as discipline is imposed on an employee, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee.
- 12.4.1 The notice shall include:
- a. The specific charges against the employee, which shall include, where applicable, the times, dates, and locations of chargeable actions or omissions.
  - b. The corrective action required on the part of the employee.
  - c. The penalty proposed.
  - d. Notice that the employee may appeal to the Personnel Commission.
- 12.4.2 A copy of all correspondence shall be mailed to the CSEA President.
- 12.4.3 In the event that the penalty proposed is suspension without pay, the “without pay” portion of the suspension shall not commence until three days following receipt of notice.



- 12.5 If an employee's presence could lead to a clear and present danger to the lives, property, safety, or health of students, other fellow employees, or the Employer, the Employer may immediately suspend the employee. In such an event, the notice specified in 12.4 shall be made to the employee within three days of the suspension.
- 12.6 The imposition of major discipline by the Employer may be appealed by the employee only through the Merit System Rules.

(Merit System Rules covering Disciplinary Action and Appeal are attached as Appendix D).

## ARTICLE XIII: SAFETY CONDITIONS OF EMPLOYMENT

- 13.1 The County Office of Education shall be responsible for providing a safe working environment for all employees and for prescribing appropriate safety standards. The employee shall be safety conscious in conduct and actions, and shall be responsive and cooperative in following the prescribed appropriate safety standards.
- 13.2 An employee shall report any unsafe or unhealthy conditions directly to their supervisor without reprisal.
- 13.3 There shall be a safety committee composed of 12 members. Four members shall be selected by the Employer; four members shall be selected by the Exclusive Representative; and four members selected by the certificated employees. The committee shall:
  - 13.3.1 Meet on a monthly basis on release time, or on paid time, to review any accident reports and make recommendations for new programs of in-service safety training. (Mileage is paid pursuant to Article 3.7.)
  - 13.3.2 Receive and review reports of possible dangerous situations and make recommendations to the proper person for corrective action.
  - 13.3.3 Determine which safety equipment is reasonably necessary or required to be furnished by the Employer.
- 13.4 When an employee returns to work following a work-related injury, the employee and his or her supervisor will review safety procedures that relate to the circumstances.
- 13.5 For any reasons, including safety reasons, the Employer shall adhere to the following provisions regarding physical assessments of employees in the bargaining unit. It is not the intent of the Employer to cause a medical examination of unit members, rather an assessment of their physical capabilities to perform the essential functions of their job utilizing the following provisions:
  - 13.5.1 Any physical assessment of employees shall solely be intended to measure the employee's ability to perform the essential functions of his/her job safely and without injury based solely upon the classification job description.
  - 13.5.2 The physical assessment must be job-related and consistent with business necessity. The need for the assessment must be based upon observable and verifiable evidence on the job that could cause the Employer to inquire as to whether the employee is capable of performing the essential functions of their assigned position. If an employee has provided a statement from their health care provider releasing them to work without restriction, they may return to work without any additional requirement unless observable and verifiable evidence exists as noted above.

- 13.5.3 Should an employee indicate to the Employer that they have limitations to completing their duties, the Employer may schedule an assessment to determine fitness for duty. The assessment will provide information necessary to determine the employee's ability to perform the essential functions of their job description. Should any limitations be identified, the employer shall engage in an interactive process to determine the ability to reasonably accommodate any limitations.
- 13.5.4 Physical assessments of current employees shall be conducted at the Employer's expense.
- 13.5.5 Time spent by the employee for the physical assessment shall be compensable work time.
- 13.5.6 The Employer shall retain the right to choose the health care provider (qualified and California licensed Physical Therapist or similar Health Care Provider) taking into account the nature of the physical assessment needed and the proximity of qualified health care providers.
- 13.5.7 Physical assessments shall be limited in scope to the physical condition that may be the cause of any work impairment/ limitation. The report of the health care provider to the Employer shall be limited to whether or not the bargaining unit member can perform the essential physical functions of their job description, and if not, what limitations the employee may have to perform those essential physical functions. An employee shall not be asked to waive any confidentiality or to have any health care provider give any additional health information protected by HIPPA (*Health Insurance Portability and Accountability Act*) regulations to the Employer.

## ARTICLE XIV: ASSOCIATION RIGHTS

- 14.1 The Association shall have the right to reasonable use of facilities, including bulletin boards, electronic communication systems (e-mail), mailboxes, and certain office equipment.
- 14.1.1 Submission of a written request and approval of the Employer or designated representative shall be required for the use of all facilities.
- 14.1.2 The Chapter President, Labor Relations Representative, or designee shall make all written requests for use of facilities. The Association shall provide its own supplies and/or materials.
- 14.1.3 Except as provided in Education Code Sections 7056, 35174, and 72632, no funds, services, supplies, or equipment of the County Office of Education shall be used for the purpose of urging the passage or defeat of any school measure, including, but not limited to, the candidacy of any person for election.
- .
- 14.2 Authorized representatives of the Association shall have the right of reasonable access to bargaining unit members in accordance with the Educational Employment Relations Act (EERA) found at California Government Code 3543.1 (b). Association representatives not employed by the Employer shall comply with the sign in procedure established for visitors. Association representatives shall not interrupt the operation of the Employer's educational program.
- 14.2.1 Association agents not employed by the Employer shall sign-in upon entering any facility and wear a supplied visitor badge. Where possible, they shall make a good faith effort to schedule visits with the site manager prior to arriving at any facility.
- 14.2.2 There shall be no interference with or interruption of the operation of the Employer's educational program or of the bargaining unit members' assigned duties by any Association agent, officer, or representative.
- 14.3 Upon request, the Employer shall furnish the Association with one copy of public documents in its possession, which are relevant for the Association to fulfill its duties and obligations as the Exclusive Representative, except private or confidential documents between the Employer and its negotiator, the Employer and its legal counsel, or the Employer and the County Board of Education. The Association shall reimburse the Employer's cost for such documents. The Association shall be provided information necessary and relevant to its representational duties in accordance with the Educational Employment Relations Act (EERA) found at California Government Code 3543.5 (c).
- 14.4 If requested by the Association prior to October 1 of the school year, there shall be a joint orientation during regular work hours on the provisions of this Agreement.

- 14.4.1 Classified employees employed after July 1, 1997, shall be provided an orientation in-service on the provisions of this contract and other policies and procedures relevant to classified employees. This in-service shall be provided quarterly beginning November of each fiscal year. The Chief Human Resources Officer and the Association President will provide the in-service. Either party may have a designee. The employee will sign a form indicating attendance. This form will be placed in their personnel file.
- 14.5 Up to two delegates and one state officer shall be allowed release time for the CSEA Annual Conference. Up to two other employees may be allowed to use accrued vacation or compensatory time off for the CSEA Annual Conference. In no event shall an employee's participation in the conference be allowed to adversely affect the operation of any of the Employer's functional units.
- 14.6 The Employer shall provide a copy of this Agreement and subsequent modifications to each employee.
- 14.7 Within 30 days after the signing of this Agreement, the Association shall notify the Employer of the four persons who shall serve as Job Stewards.
- 14.7.1 The Association and Job Stewards may process grievances on behalf of bargaining unit members and Job Stewards shall receive reasonable release time to do so.
- 14.7.2 If any Job Steward is replaced for any reason, the Employer will be so notified.
- 14.8 The Association shall designate up to a total of four employees who shall receive release time for negotiations.
- 14.9 The Association shall receive release time for the President, or a designee not requiring a substitute, to attend County Board of Education or Personnel Commission meetings. The release time shall be limited to one County Board of Education or Personnel Commission meeting per month except in those months when the County Board of Education meets twice. In those months, release time shall be allowed for two meetings.
- 14.10 An additional ten (10) hours of release time annually shall be granted to the association President or a designee not on the association's Executive Board. This release time shall be for the purpose of visiting work sites where classified employees are assigned, and shall be taken in increments of ½ day or less of the employee's daily work assignment. Request for the use of this release time shall be provided to the immediate supervisor fifteen (15) days prior to the intended use. This release time should be scheduled as to not disrupt the work load or require a substitute. A verbal report shall be given to the Chief Human Resources Officer regarding sites visited.
- 14.11 Labor-Management Meetings. The Association and Employer shall each select two (2) members to participate in these meetings. Both parties agree to meet monthly in order to

discuss issues involving the bargaining unit in order to share information and to find resolution to any potential problems involving the unit. Meetings shall be conducted in an interest-based environment. In the event that there are no items for discussion one week in advance of the scheduled meeting, that meeting shall be canceled. It shall not be the purpose of this group to negotiate agreements. The employer shall provide release time for Association representatives to attend.

## **ARTICLE XV: DUES DEDUCTION/MAINTENANCE of MEMBERSHIP**

- 15.1 Commencing upon ratification of this Agreement and terminating at the expiration of this Agreement, any employee who is a member or who becomes a member of the Association shall be required to maintain said membership for the term of this Agreement.
- 15.1.1 In the event a member terminates the payroll deduction authorization, the balance of unpaid monies shall be due and payable to the Association by the employee at the end of the next pay period.
- a. In the event an employee refuses to pay or cancels the dues deduction authorization, the Association may, at its option, enter a claim for the unpaid amount in any court of competent jurisdiction.
- 15.1.2 The Employer bears no responsibility whatsoever for the administration or enforcement of these provisions except to deduct authorized membership payments.
- 15.1.3 Upon remitting the deductions requested by the Association and authorized by the member pursuant to the provisions of this Article, the Employer has fulfilled its entire obligation relative to said deductions.
- a. The Association hereby agrees to indemnify and hold the Employer, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from or in any way relate to the making of said deductions and the transmission of said funds to the Association.
- 15.1.4 The Association shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit, pursuant to the schedule attached as Appendix E.
- a. The Association shall be the only organization which seeks to represent employees in their employment relationship which shall be entitled to payroll deduction of organizational dues.

## ARTICLE XVI: GRIEVANCE PROCEDURE

### Definitions

- 16.1 A "grievance" shall mean an allegation by an employee that there has been a violation of one or more express provisions of this Agreement. No issues outside this contract may be subject to the grievance procedure.
- 16.2 A "grievant" shall mean a bargaining unit member who is covered by the terms of this Agreement. The Association may grieve on behalf of one or more employees.
- 16.3 A "day" shall mean a day when the Superintendent's Office is open for business.
- 16.4 An "immediate supervisor" is the administrator (including technician) having immediate jurisdiction over the grievant.

### Procedure

- 16.5 The grievant may elect to be represented by the Association at all formal levels of the grievance procedure and must inform the Employer in writing of such election prior to the first meeting.
- 16.5.1 The grievant, a designated bargaining unit representative, and witnesses, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the Employer and the Association.
- 16.5.2 An employee may present a grievance to the Employer and have such grievance adjusted without the intervention of the Association.
- a. Any adjustment shall not be inconsistent with the terms of this Agreement.
- b. The Employer shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- 16.5.3 At all levels of the grievance procedure, the grievant shall provide the Association with all details and copies of correspondence relative to the grievance.
- 16.6 Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.
- 16.6.1 Once a grievance has been resolved, or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.



- 16.7 Time limits may be extended or shortened by mutual agreement of the grievant or representative and the Employer.
- 16.7.1 Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.
- 16.8 No reprisal will be taken by the Employer against any grievant or participant in the grievance procedure by virtue of such participation.
- 16.8.1 All written materials pertinent to a grievance, except decisions which affect the employee's employment status, shall be filed separately from the personnel file of the grievant or any participant.
- 16.9 Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the Employer.

#### Level One

- 16.10 An employee shall make known to the immediate supervisor that a potential grievance exists. This notification shall be within ten (10) days of the alleged violation or first knowledge of the occurrence of the alleged violation. The immediate supervisor must notify the Chief Human Resources Officer that a meeting is to take place. The Chief Human Resources Officer will notify the Association. A meeting shall take place within five (5) days of notification, and may include an employee representative and/or a management representative. The results of this meeting shall be compiled by the manager and communicated to the employee and representative. The results shall be verbal or written within five (5) days of the meeting. Written documentation shall be provided within ten (10) days.

#### Level Two

- 16.11 Within 10 days of the occurrence or of first knowledge of the occurrence of the alleged violation of the Agreement, or within ten (10) days of the informal meeting, the grievant shall present the grievance in writing to the grievant's area or program Director.
- 16.11.1 The written grievance shall contain the following minimum information:
- a. The grievant's name.
  - b. The date of filing.
  - c. The date of the alleged violation.
  - d. The specific Article(s) or section(s) violated.
  - e. A brief description of the alleged violation.
  - f. A brief synopsis of the informal conference.
  - g. The specific relief requested.

- 16.11.2 Grievances not containing the required information shall be rejected as being improperly filed.
- 16.11.3 The grievant may request a conference with the Director. The conference shall be held within ten (10) days of the request.
- 16.11.4 Within ten (10) days of receipt of the grievance by the Chief Human Resources Officer or within 10 days of the conference, if one is requested, a written decision shall be issued to the grievant.
  - a. If the Chief Human Resources Officer does not respond within the time limit, the grievance is denied and the grievant may appeal to the next level.

### Level Three

- 16.12. If the grievance is denied at Level Two, the grievant may file a Level Three grievance with the Superintendent or designee within ten (10) days of the denial.
  - 16.12.1 The appeal shall contain all materials filed in the prior levels, including decisions rendered, if any, accompanied by a specific and concise statement of the reason for the Level Three grievance.
  - 16.12.2 The appeal may also state at the request of the grievant that the Superintendent mutually agree to conciliation by the California State Conciliation Service.
    - a. If the grievant does not request to proceed by conciliation, the Superintendent may elect to do so and advise the grievant within five (5) days of receipt of the appeal.
  - 16.12.3 Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
    - a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
    - b. The conciliator shall not issue any public statements of fact or opinion on the issue.
    - c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
    - d. Within ten (10) days of the conciliation session, the Superintendent or designee shall transmit a written decision that includes the reasons for the decision to the grievant. If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent's decision.
  - 16.12.4 Where the grievance does not proceed by conciliation, there shall be a meeting between the Superintendent or designee and the grievant which shall be held within ten (10) days of receipt of the appeal. Within 10 days after the meeting, the

Superintendent or designee shall transmit a written decision to the grievant which shall include the reasons for the decision.

- a. If the Superintendent does not transmit a written decision within the time limit, the grievance is denied.
- b. Nothing contained herein shall deny an employee the right to seek judicial review.

## ARTICLE XVII: CONCLUSION

### Completion of Negotiations

- 17.1 This Agreement and any appendix or addendum attached hereto represents complete collective bargaining and full agreement by the parties in respect to the mandatory subjects of bargaining enumerated in the Act which shall prevail during the term hereof. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement except as provided in 17.1.1.
- 17.1.1 The Association understands and agrees that, as to all matters not covered by this Agreement, except those matters specified in paragraphs 17.6.1 or 17.8.1 of this Article, there shall be no obligation on the part of the Employer to meet and to negotiate during the term of this Agreement. The parties recognize there may be matters that fall within the scope of bargaining in accordance with the Educational Employment Relations Act (the "Act") found at California Government Code, Sections 3540-3549.3.

### Past Practices

- 17.2 The specific provisions of this Agreement shall prevail over any past practice or procedure of the Employer.
- 17.2.1 Prior to the ratification of this Agreement, any past practice or procedure of the Employer that was discretionary subject to policy or to a previous contractual provision, is agreed to continue until ratification by the parties.
- 17.2.2 When references are made to statutes (e.g., Education Code) such references are informational only and do not subject the provision of such statutes to the grievance processes of this Agreement.

### Management-Retained Rights

- 17.3 It is agreed and understood that the Employer retains the rights, powers, prerogatives, privileges, duties, and authority vested in it by the state and federal laws and regulations and policies to manage, control, and direct the operations and affairs of the County Office of Education.
- 17.4 The Employer agrees that for the term of this Agreement, neither contracting-out of services nor the employment of limited-term, substitute, student, or temporary employees shall cause a layoff or reduction of regular work hours of any employee.
- 17.5 The exercise of the foregoing rights, powers, prerogatives, privileges, duties, and authority by the Employer, 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 terms of this Agreement.

## Severability

17.6 In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.

17.6.1 In the event that any portion of the Agreement is suspended or invalidated by an agency with jurisdiction, e.g., PERB, the parties, on satisfaction of the public notice requirements of the Act, shall meet to negotiate the effect of the suspension or invalidation.

## Continuation of Economic Benefits

17.7 Upon expiration of this Agreement, or of any interim salary or fringe benefit payment Article, employees who are reemployed for the following year shall be paid the same salary as for the final (or interim) year of the Agreement.

17.7.1 Dollar amounts specified herein for the payment of fringe benefits shall be the same pursuant to this paragraph.

## Duration of Agreement

17.8 This Successor Agreement shall become effective July 1, 2021, and shall be in full force and effect through and including June 30, 2024 and shall continue in effect from year to year thereafter, unless one of the parties notifies the other in writing no later than March 15, 2024 of its intent to modify or amend this Agreement. . For contract years 2022-2023 and 2023-2024, the parties may each re-open two (2) Articles, for interest-based negotiations. For the Fiscal Year 2023-2024, if ongoing revenue increase SLOCOE's reserve for economic uncertainty of 5% or more on either a Fiscal Year Budget or Interim report presented to SLOCOE's Board of Trustees, parties will re-open negotiations to discuss items in Article III-Salary.

By mutual agreement of both parties, negotiations may be reopened on any Article.

In years two and three, both parties shall exchange initial proposals for negotiations no later than May 15th of each year. Negotiations shall be scheduled in sufficient quantity to allow completion prior to the end of each calendar year.


17.8.1 Negotiations shall be conducted using interest-based techniques facilitated by an outside neutral facilitator selected by mutual agreement of the parties.

Precedence



17.9 Management recognizes the Collective Bargaining Agreement between the parties takes precedence over other rules, regulations, policies, documents, etc. regarding mandatory subjects of bargaining and understands the obligation to provide the Association with prior written notice of any changes that may affect the working conditions of the bargaining unit prior to implementation. The Association would seek resolution with the employer prior to filing a grievance.

**RECOMMENDED FOR RATIFICATION**

**For the Employer:**

  
\_\_\_\_\_  
THOMAS ALVAREZ  
Chief HR Officer  
11/15/21  
DATE

**For the Association:**

 11/15/2021  
\_\_\_\_\_  
JACKI SEIBERT DATE  
President  
 11/15/2021  
\_\_\_\_\_  
SAMUEL OGREN DATE  
Labor Representative

**ACCEPTED AND RATIFIED**

By their signatures below, the signatories certify that they are authorized representatives of either the Employer or the Exclusive Representative as the contracting parties; that all actions necessary for the Employer or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**SAN LUIS OBISPO COUNTY  
SUPERINTENDENT OF SCHOOLS**

  
\_\_\_\_\_  
DR. JAMES J. BRESCIA  
Superintendent of Schools

DATE: 12/17/21

**SAN LUIS OBISPO COUNTY  
SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER 444**

  
\_\_\_\_\_  
JACKI SEIBERT  
CSEA President

DATE: 12/20/21

# APPENDIX A

## CSEA AGREEMENT 2021-2024

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
Salary Schedule for Classified Positions in Bargaining Unit  
2021/22

Job Family Group	Classification	Grade	Hourly Rates		
Accounting	Accounting Technician I	22	\$17.55	\$25.03	
	Accounting Technician II	25	\$18.90	\$26.95	
	Accounting Technician III	28	\$20.36	\$29.02	
	Payroll/Retirement Specialist	36	\$24.80	\$35.36	
	Fiscal Specialist	36	\$24.80	\$35.36	
	Fiscal Specialist II	42	\$28.76	\$41.01	
Clerical/Secretarial	Office Assistant	19	\$16.30	\$23.24	
	Fingerprint Technician	23	\$17.99	\$25.65	
	Registrar - Alternative Education	23	\$17.99	\$25.65	
	Administrative Assistant I	23	\$17.99	\$25.65	
	Administrative Assistant II	27	\$19.66	\$28.31	
	MIS Liaison (SELPA)	31	\$21.92	\$31.25	
	Administrative Assistant III	31	\$21.92	\$31.25	
	Seipa Administrative Specialist	34	\$23.60	\$33.66	
	Executive Assistant	36	\$24.80	\$35.36	
	Educational Technology Center	Videographer/Media Technician	29	\$20.66	\$29.74
Food Services	Food Service Assistant	14	\$15.28	\$20.53	
	Cook	20	\$16.71	\$23.81	
	Lead Food Service Worker	23	\$17.99	\$25.65	
Human Resources	Human Resources Technician	27	\$19.66	\$28.31	
Information Technology	Data and Student Information Specialist	29	\$20.66	\$29.74	
	Digital Media Specialist	39	\$26.70	\$38.07	
	Business Systems Specialist	42	\$28.76	\$41.01	
	Information Technology Support Specialist	44	\$30.22	\$43.08	
Instructional	Classroom Assistant - Child Development Program	5	\$15.05	\$16.45	
	Associate Teacher - Child Development Program	8	\$15.28	\$17.71	
	Instructional Assistant - Emotionally Disturbed & Alternative Education	16	\$15.13	\$21.58	
	Instructional Assistant - Special Education Programs	16	\$15.13	\$21.58	
	Instructional Specialist - Infant/Early Childhood	21	\$17.12	\$24.42	
	Instructional Specialist - Students with Orthopedic Impairments	21	\$17.12	\$24.42	
	Instructional Specialist - Visually Impaired	21	\$17.12	\$24.42	
	Behavioral Health Specialist	21	\$17.12	\$24.42	
	Health Instructional Assistant	21	\$17.12	\$24.42	
	Par educator	21	\$17.12	\$24.42	
	Interpreter/Translator	29	\$20.66	\$29.74	
	Maintenance, Operations & Transportation	Custodian	19	\$16.30	\$23.24
		Custodian/Substitute Bus Driver	21	\$17.12	\$24.42
Custodian/Groundskeeper		22	\$17.55	\$25.03	
Courier		22	\$17.55	\$25.03	
School Bus Driver		24	\$18.44	\$26.28	
Security Assistant		24	\$18.44	\$26.28	
Groundskeeper		25	\$18.90	\$26.95	
Lead Custodian		25	\$18.90	\$26.95	
Skilled Maintenance Worker		33	\$23.02	\$32.84	
School Bus Driver Trainer		35	\$24.20	\$34.50	
Skilled Maintenance Worker/Substitute Bus Driver		35	\$24.20	\$34.50	
Migrant Education Services		Instructional Assistant, Migrant Education	16	\$15.13	\$21.58
		Migrant Education Program Assistant, Bilingual	23	\$17.99	\$25.65
	Migrant Education Services Specialist/Recruiter	29	\$20.66	\$29.74	
	Lead Migrant Education Services Specialist/Recruiter, Bilingual	33	\$23.02	\$32.84	
Naturalists	Naturalist I	22	\$17.55	\$25.03	
	Naturalist II	28	\$20.36	\$29.02	
	Naturalist III	32	\$22.47	\$32.04	
Student Support	Job Coach	16	\$15.13	\$21.58	
	Job Placement Specialist	18	\$15.90	\$22.66	
	Braille Specialist	25	\$18.90	\$26.95	
	Job Placement Coordinator	31	\$21.92	\$31.25	
	Behavior Intervention Services Specialist	32	\$22.47	\$32.04	
	Foster Youth Education Liaison	32	\$22.47	\$32.04	
	Licensed Vocational Nurse	32	\$22.47	\$32.04	
	Mental Health Specialist	32	\$22.47	\$32.04	
	Interpreter for the Deaf	45	\$30.97	\$44.16	
	Registered Nurse	50	\$35.04	\$49.95	

Longevity payment of 5% following ten (10) years of service and 7.5% following fifteen (15) years of service.  
Longevity payment of 10% following twenty (20) years of service and 12.5% following twenty-five (25) years of service.  
Longevity payment of 13% following thirty (30) years of service.

APPROVED BY THE COUNTY SUPERINTENDENT OF SCHOOLS:

  
James J. Brescia, Ed.D

12/17/21  
DATE

Effective July 18, 2021 - Associate Teacher Child Development Program starting at step 7.  
Effective September 1, 2021 - Addition of Custodian/Groundskeeper Position (Grade 22), Revision of the Information Technology Support Specialist Position (Grade Change From 39 TO 44)  
Effective 10/08/21 - MIS Liaison (SELPA) Grade change from 29 to 31  
Effective January 1, 2022 - 2% increase. Grades adjusted as needed to meet minimum wage requirements.

## APPENDIX B

### 4872 APPLICATION OF SALARY SCHEDULES

#### **4872.1 Initial Placement**

With the exception of Cabinet Officials, the basic pay plan consists of the salary grades and the assignment of classes to such grades as provided in the salary schedules. Each employee shall be paid within the range for his/her class according to the following provisions unless otherwise provided in the salary schedules. (revised 7/15)

Cabinet Officials shall be placed on the Cabinet Officials Salary Schedule at the discretion of the County Superintendent of Schools. Initial salary placement is based upon experience and education. Longevity will be awarded as specified on the salary schedule. (added 7/15)

Management employees shall be placed on the appropriate Management Salary Schedule, subject to these guidelines: Current SLOCOE employees and newly selected candidates hired or promoted to a management position should receive a minimum of one step, or the equivalent of a 3% or higher increase to their daily rate based on quality and experience in a comparable position. This applies to both inside and outside candidates. In order to be placed at a step which exceeds a 5% increase to the daily rate of pay, the Cabinet Official responsible for the recruitment shall bring justification to cabinet for their review. In order to be considered, the successful candidate would need to meet several of the criteria listed below:

- Possess proven quality and experience in a comparable position based on personal experience or exceptional reference checks.
- Previous total compensation for a comparable position is much higher.
- Limited number of qualified applicants in the candidate pool for the position.

(Rev. 6/26/96; 8/24/05, 7/13)

Confidential employees shall be placed on the Confidential Employee Salary Schedule, subject to these guidelines. New hires are placed at Step 1 unless they have:

- 5 years equivalent experience, Step 2
- 10 years or more equivalent experience, Step 3
- Beyond Step 3 requires Cabinet approval

(Added 6/26/96) Confidential employees will receive compensation and benefits that are no less than a member of the non-management classified bargaining unit. (added 3/07, revised 7/13)

Classified employees shall be placed on the Classified Employee Salary Schedule, subject to these guidelines:

New hires are placed at Step 1 unless they have:

- 5 years equivalent experience, Step 2
- 10 years or more equivalent experience, Step 3
- Beyond Step 3 requires Cabinet approval

(added 7/13)

When a special skill such as a language other than English or sign language is required of a particular position within an established job classification, a 5% stipend will be added to the salary. Applicants applying for positions designated as needing special skills or competencies will be required to pass a specialized test in that particular skill in order to meet the minimum qualifications. Should a position no longer require the specialized skill, the manager shall notify the Human Resources Department at which point the stipend will no longer apply to the salary. (see Education Code 45182 – Differential compensation for certain duties.) (added 8/24/05; 7/28/14)

#### **4872.2 Step Advancement**

A. Newly hired classified non-management and confidential employees placed on step 1 or higher of a range, will advance to the next step on July 1 if they are hired prior to April 1 and after receiving a



satisfactory performance evaluation by their supervisors. Employees hired on or after April 1 will step July 1 the following year. (revised 6/08) Each succeeding step will be subject to satisfactory performance evaluation by the employee's immediate supervisor. (Rev. 1/22/87; 1/11/91; 10/14/94, 3/16/05, 9/28/05, 7/13)

- A. Management employees shall advance to the second-or succeeding step on the salary schedule on July 1<sup>st</sup> of every year after receipt of a satisfactory performance evaluation by the immediate supervisor. Management employees who are hired after January 1<sup>st</sup> will advance to the next step on the salary schedule on July 1<sup>st</sup> of the following year after receipt of a satisfactory evaluation by the immediate supervisor. July 1<sup>st</sup> shall be established as the anniversary date for all succeeding step advancements. (Amended 10/14/94; Rev. 1/19/05, 3/16/05, 9/28/05, 7/13)
- B. Cabinet Officials shall earn annual merit increase of 1% - 5% based on evaluation of performance, as determined by the Superintendent. (added 7/15)

**4872.3 Salary on Reemployment and Reinstatement**

- A. Reinstatement of a former employee shall require the approval of the superintendent. (Added 10/27/88)
- B. A regular classified employee who is reemployed and reinstated in a regular position within 39 months from the date he/she last held permanent status shall be appointed at the same step which he/she held at the time of resignation or other termination of employment.
  - 1. Such an employee shall be reinstated with all rights and benefits including seniority accrual and accumulated sick leave benefits.
  - 2. The employee's former anniversary date shall be restored (see Section 4762.3.E.3). The time worked as an employee of the SLOCOE prior to resignation shall accrue toward subsequent salary step advancement. (Revised 10/27/88).

**4872.4 Salary on Promotion**

- A. When a regular classified employee is promoted to a position in a higher class, he/she shall receive the next higher dollar amount as related to the then current salary on the new salary range as of the date the new appointment becomes effective. The employee's anniversary date shall not change. (revised 11/15)
- B. If that amount is less than a five (5) percent for classified non-management and three (3) percent for classified management increase, the employee shall be placed at the next higher step over that authorized in paragraph 4872.4A above. (revised 9/08)
- C. For classified non-management only: If that amount is at a lower step than the employee would've been placed as a new hire (from outside the organization), the employee shall receive the higher step. (revised 6/15)

**4872.5 Salary on Demotion and Y-Rating**

- A. When a regular classified employee is demoted to a position in a lower range, or when a position is eliminated and the employee in the eliminated position moves to a lower classification, or when a position has been reclassified downward, and the employee has been performing satisfactorily and no vacancy exists to which he/she can be transferred without a salary change, the employee's salary shall be continued at the same dollar amount during the Y-Rate. The Y-Rate shall be terminated on the earlier of the following:

1. The date when the dollar income of the lower position overcomes the higher Y-Rated salary on the salary schedule.
  2. The date a vacancy exists in the same class from which the employee was Y-Rated; if the employee does not accept the vacancy, but elects to remain in his/her present position, the Y-Rate shall terminate. On the date the Y-Rate terminates, the employee's salary shall be determined by the salary range assigned to the lower class.
- B. In the event that a class is reclassified downward to a lower salary grade, and there is an employee who is at less than the top step in the former grade, that employee shall be moved to the lower grade at the same dollar amount, or if the same dollar amount does not appear at that grade, the next higher dollar amount. The employee shall then proceed through the steps of the lower grade in the normal manner.
- C. Other Demotions
1. If demotion is for reasons other than that provided in Paragraphs A or B above, salary placement shall be at that step in the lower salary range to which the employee would have progressed if his or her services had been continued in the lower class. The employee's salary anniversary date shall not change.

**4872.6 Salary on Reclassification**

- A. The salary of an employee who remains assigned to a position which has been reclassified to a class on a higher salary range shall be treated as a promotion and governed by Rule 4872.4.
- B. The salary of an employee who remains assigned to a position which has been reclassified to a class on a lower salary range shall be treated as a demotion and governed by rule 4872.5, with salary continued as a Y-Rate.

**4872.7 Salary on Reallocation**

When a class has been reallocated to a higher or lower salary range, employees who remain assigned to a position which has been reallocated to a class on a higher salary range shall be treated as a promotion and governed by Rule 4872.4. The employee's anniversary date shall not change. Reallocation shall take place with the reassignment of a class from one salary range to another without significant change in class title, minimum qualifications, duties or responsibilities. (rev 11/15)

**4872.8 Effective Dates of Salary Changes**

The effective date of all salary changes shall be that date recommended by the Commission and approved by the Superintendent and Board. In all cases of reclassification or promotion, the employee must first have qualified in necessary competitive examinations as determined by these rules before qualifying for the salary change. The only exception to this appears in Rule 4634.3 and applies to reclassification only.

**4872.9 Salary on Transfer**

- A. When an employee is transferred from one position to another position in the same class, or to another position in any class having the same salary range, he/she shall be compensated at the same step in the salary range which he/she previously held. The employee's salary anniversary date shall not change.

**4872.10 Shift Differential**

Any employee whose assigned work shift commences between 3 p.m. and 11 p.m. shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked. (Rev. 11/19/93)

**4872.11 Part-Time Salaries**

The salary ranges provided in the salary schedules are for full-time service in full-time positions. If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.

## APPENDIX C

### 4771 LAYOFF AND RESIGNATION

It is the intent of the following sections to keep the employee being laid off as "whole"\* as possible. (Added 3/28/91)

#### **4771.1 Procedure Regarding Lay-Off**

For classified non-management employees only (added 9/28/11):

- A. When classified employees are laid off for lack of work or lack of funds, the order of lay-off within the class shall be determined by seniority. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Seniority will be based on date of hire without consideration of total numbers of hours worked, regardless of any leaves of absence.
- B. In the case of a tied seniority date in the current classification, the employee with the earliest date of hire at SLOCOE will have the higher seniority. Should a tie still exist, the employee with the highest number based on the last 4 digits of the social security number will receive the higher seniority (for example, 5819 is higher than 3515). Should the digits (and, therefore, the number created) be identical, the first number to the left will be included (for example, 65819 would be higher than 55819).
- C. Emergency, limited-term and provisionally appointed employees shall be laid off before any regular classified employees within a classification.
- D. An employee who is laid off due to lack of work or lack of funds shall have the right to displace (bump) the least senior employee with the same or greater total compensation in the current classification. (Total compensation is based on months and hours worked plus benefit costs for the position). If there is no equal or greater position available in the current classification, the employee will be given the option of displacing into the position with the greatest total compensation in their current or previously held classification.
- E. Any classified employee who is displaced (bumped) by an employee with greater seniority shall have displacement (bumping) rights outlined above as though s/he were laid off for lack of work or funds.
- F. An employee who has accepted a voluntary demotion in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.
- G. An employee who has accepted a voluntary demotion or transfer to a previously held position in lieu of layoff shall be placed at the step closest to their current salary without exceeding the salary for the range of the new classification.
- H. An employee who has accepted a voluntary reduction in assigned time to remain in their present positions rather than be reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for positions with increased assigned time (and without limitation of time) for an additional period of up to 24 months.
- I. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. Persons on the reemployment list shall be ranked by seniority, and shall be reemployed in the reverse order of the layoff. In addition, such persons laid off have the right to participate in promotional exams within the period of 39 months.
- J. A regular classified employee who is reemployed in a previously held classification shall be appointed at the same step which he/she held at the time of layoff. See seniority section for effect on seniority accruals.

For classified management only:

It is the intent of the following sections to keep the employee being laid off as "whole"\* as possible. (Added 3/28/91)

- A. When classified employees are laid off for lack of work or lack of funds, the order of lay-off within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. For purposes of this rule, for service commencing and continuing after July 1, 1971, "length of service" will be based on date of hire without consideration of total numbers of hours worked whether during the school year, a holiday, recess, or during any period that a school is in session or closed. In the case of a tie after application of the above, the employees will draw lots to determine preference.
- B. Emergency, limited-term and provisional employees shall be laid off before any regular classified employees within a class.
- C. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional exams within the period of 39 months.
- D. Reemployment shall be the reverse order of lay-off.
- E. All time spent on approved leaves with pay and on military leave shall count toward seniority accrual.

**\*\*Whole\*\*:** The concept of keeping an employee who must be laid off and who wishes to exercise bumping privileges, as financially intact as possible. Example: A full-time, 12-month employee shall be entitled to bump the least senior full-time, 12-month employee in an equal or lower class within the same job family; a 6-hour/day, school-year employee shall be entitled to bump the least senior 6-hour/day, school-year employee in an equal or lower class within the same job family, etc. (Rev. 3/28/91)

#### **4771.2 Rights of Employees Laid Off for Lack of Work or Funds**

In addition to the procedure and rights prescribed above, regular employees in the classified service shall have the following rights:

- A. **Displacing (Bumping).** A permanent or probationary employee in the classified service who is laid off from a class and who has previous service in an equal or lower class within the same job family shall have the right to displace (bump) an employee with the least seniority in that class, provided that the person being displaced has less seniority than the person being laid off. (See appendix for job family groupings.) Displacement (bumping) into a lower class shall be considered a voluntary demotion and salary placement shall be determined accordingly. (Rev. 7/2/93)

Any classified employee who is displaced (bumped) by an employee with greater seniority shall have displacement (bumping) rights as though he were laid off for lack of work or funds. Laid-off employees do not accumulate seniority credit while on the reemployment lists.

- B. **Voluntary Demotion or Transfer.** A permanent or probationary classified employee who will suffer a layoff for lack of work or funds despite the exercising of displacing (bumping) rights in order to avoid layoff may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that he/she is qualified to perform the duties thereof and provided further that the appointing authority approves the voluntary demotion.

An employee who has accepted demotion in lieu of layoff has the right to be reemployed, in accordance with his/her seniority, in a vacant position in his former class within 39 months after demotion. Intervening reassignments to other classes shall not abrogate that right. If he/she has not been reemployed in his/her former class within 39 months, he/she shall be eligible for appointment to a vacant position in that class without examination for an additional 24 months at the discretion of the appointing authority.

#### **4771.3 Limited-Term Positions**

- A. No regular employee shall be laid off from any position while employees serving under limited-term appointment are retained in positions of the same class in the same organizational unit unless the

regular employee declines the limited-term position.

- B. Limited-term employees may be laid off at the completion of an assignment without regard to the procedure set forth in this rule.

**4771.4 Resignation**

- A. When an employee desires to resign from his/her position, the employee shall present a written resignation to the department administrator, with a copy to the employee's immediate supervisor, a minimum of two weeks prior to the effective date of resignation. The department administrator shall immediately contact the Director informing the Director of the resignation, and the original resignation shall be submitted by the department administrator to the Human Resources Department. The department administrator shall sign the original copy and forward the original to the Director of Personnel.
  - 1. A resignation from a SLOCOE position without concurrently holding or obtaining another permanent position within the SLOCOE is a resignation from the SLOCOE. The resignation does not impair his/her rights to other positions which he/she may hold on eligibility lists except that an employee who resigns shall have his/her name removed from promotional eligibility lists.
  - 2. An employee resigning after 6 months or 130 days in paid status, whichever is longer, is entitled to all accrued vacation leave. (Rev 12/19/01)

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## APPENDIX D

### 4772 DISCIPLINARY ACTION AND APPEAL

#### **4772.1 Causes for Reprimands, Suspensions, Demotions, and Dismissals**

Persons employed in the classified service may be reprimanded, suspended, demoted, or dismissed for any of the causes listed below.

- A. Incompetency, below standard work performance, a pattern of inefficiency, or continued negligence in the performance of the duties of the position.
- B. Insubordination including but not limited to refusal to do reasonably assigned work or any other serious breach of discipline.
- C. Discourteous, offensive or abusive conduct toward other employees, pupils or the public.
- D. Misuse or theft, destruction or mishandling of SLOCOE property or property of employees of the SLOCOE.
- E. Offering anything of value, or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- F. Possession of opened alcoholic beverage containers or drinking alcoholic beverages or being intoxicated while on the job or unauthorized use of narcotics or habit forming drugs not prescribed by a licensed physician.
- G. Engaging in political or personal activities during assigned hours of employment.
- H. Committing any felony or crime carrying a penalty of imprisonment. (Rev. 6/25/87)
- I. Conviction of a sex offense as defined in Education Code Section 45010.
- J. Repeated or unexcused absence or tardiness after warning.
- K. Abuse of leave privileges.
- L. Knowingly falsifying any information supplied to the SLOCOE, including but not limited to information supplied on application forms, employment records and other records.
- M. Persistent violation or refusal to obey safety rules or other procedures made applicable to the SLOCOE, or by any appropriate state or government agency.
- N. Any willful failure of good conduct tending to injure the public service or its reputation with particular regards to students.
- O. Abandonment of position which shall be interpreted to mean an absence without continued notification in excess of one day, except in case of dire emergency.
- P. Membership in the Communist Party or any other organization which advocates the overthrow of federal, state, or local government by force, violence or other unlawful means as defined in Section 1028 of the Government Code.
- Q. Willful or persistent violation of the provisions of the Education Code or of rules, regulations or procedures adopted by the Superintendent, County Board of Education, or the Personnel Commission provided that specific instances must be set forth as to any of the causes enumerated under this

heading.

- R. Refusal to accept changes in shift assignment, working hours or work location provided that such changes were made in accordance with the rules of the Commission.
- S. Inability to furnish within three days of date of hire (or within 21 days of date of hire, if documents must be applied for) appropriate documents certifying that applicant is legally eligible to work in the United States. (Added 9/24/87)
- T. Violation of confidentiality. Employees that are designated as "confidential" under the provisions of Government Code 3540.1C shall be subject to suspension, demotion or dismissal for willful violation of the confidentiality of their knowledge of the employer's employer/employee relations.
- U. Any other reason that may be deemed sufficient by the Superintendent and the Personnel Commission.

**4772.2 Procedure of Disciplinary Action**

- A. No employee in in the classified service shall be suspended, demoted, dismissed, or in any way discriminated against because of his or her real or perceived ancestry, race, color, religion, creed, gender, gender identity, sexual orientation, age, marital status, physical or mental disability, genetic information, or medical condition related to childbirth, or association to anyone in any of these protected classes, or any other consideration made unlawful by federal, state or local laws. (revised 7/13)
- B. If a department head or supervisor recommends the suspension, demotion, or dismissal of an employee to the superintendent, the employee shall be given a copy of the recommendation and the charges and shall have the opportunity to meet with the superintendent or superintendent's designee prior to the final determination to present his/her position. (Rev. 7/27/89)

For classified managers and confidential employees: If a department head or supervisor is preparing a written reprimand of an employee, he/she shall grant the employee the opportunity to meet with him/her prior to the final determination of the reprimand.

For classified non-management employees, see CSEA contract. (added 7/13)

- C. When the Superintendent is recommending disciplinary action of a permanent employee under this section, he/she shall notify the employee in writing of the specific charges in ordinary and concise language of the individual acts or omissions which have resulted in the recommendation and any rule or regulation violated.

For classified managers and confidential employees: In the case of a written reprimand, the employee shall be notified in writing of the charges and that the written reprimand will be placed in the employee's file ten (10) working days after the date of the reprimand. During those five days, the employee may respond in writing to the charges, and that response shall be attached to the reprimand and both shall be placed in the employee's personnel file. (rev. 4/04, 7/13)

For classified non-management employees, see CSEA contract (added 7/13)

- D. In the case of suspension, demotion, or dismissal, the following rules apply:

The Director shall, as soon as reasonably possible and within ten (10) days, notify the employee of the charges.

- 1. The notification shall be handed personally to the employee by the Director or by a person designated by the Superintendent or sent by certified mail.

The provisions of this section shall be deemed to have been complied with if a copy of the notification

is deposited in the United States Post Office addressed to the employee at the last known mailing address on file in the official personnel folder. The notice shall contain:

- a. A copy of the written charges.
  - b. The right of the employee to a hearing on the appeal.
  - c. The time frame in which to submit a response
  - d. The requirements for the employee's answer as detailed below.
- E. The employee may within fourteen (14) calendar days after receipt of the final decision from the Superintendent appeal to the Commission by filing a written answer to the charges and may request a hearing.
1. The written answer to the final decision must include facts based on one or more of the following grounds:
    - a. That the charges made do not constitute sufficient cause for the action taken.
    - b. That the action taken was not in accord with the facts.
    - c. That there has been an abuse of discretion.
    - d. That the procedures set forth in these rules have not been followed.
    - e. That the disciplinary action was taken because of his or her real or perceived ancestry, race, color, religion, creed, gender, gender identity, sexual orientation, age, marital status, physical or mental disability, genetic information, or medical condition related to childbirth, or association to anyone in any of these protected classes, or any other consideration made unlawful by federal, state or local laws.  
(Rev. 12/14/89, 7/13)
  2. A permanent employee who has not served the full probationary period for the class and who is demoted to the class from which promoted may request an investigation by the Commission within 14 days after the receipt of the copy of written charges. The request for the investigation shall be based only on one or more of the grounds provided above for appeals. The Commission shall conduct an investigation confined to the grounds set forth in the charges and in the request for the investigation but shall not be required to follow the procedures for appeals and hearings set forth in these rules. The Commission shall notify the Superintendent and the employee in writing of its findings. If the Commission's investigation and findings, however, indicate any discriminatory action, the Commission may order a formal hearing. The decision of the Commission shall be binding on the Superintendent.
- F. Notwithstanding the procedures prescribed above, an employee may be suspended at the discretion of the Superintendent.
- G. A regular employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspension. The employee may receive compensation as provided for in the Code Section. Such suspension shall be reviewed by the Personnel Commission every 90 days. No person shall be employed or retained in employment who has been convicted of any sex offense as defined in Section 44011. If, however, any such conviction is reversed and the person is acquitted of the offense in a



new trial or the charges are dismissed, this section does not prohibit employment thereafter.

- H. Dismissal shall cause removal of the employee's name from all employment lists.
- I. Failure to appeal, as provided in Rule 4769.2E, shall make the action of the Superintendent final and conclusive.

**4772.3 Hearing Procedure**

- A. After an employee has made and filed an appeal in answer to the charges, the Commission shall investigate or cause to be investigated the matter on appeal and may require further evidence from either party. The Commission may, and upon request of an accused employee shall, order a hearing. If a hearing is to be conducted, the Commission shall then fix the time and place of the hearing which shall be within a reasonable length of time from the receipt of the appeal. The Commission may appoint a hearing officer to conduct any hearing and report findings and recommendations to the Commission. Such recommendations shall not be binding on the Commission.
- B. Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officers shall be bound by technical rules of evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.
- C. The Commission or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on a preponderance of evidence.
- D. The burden of proof shall be on Superintendent or his/her designee.
- E. Each party will be permitted an opening statement, with Superintendent or his/her designated representative opening first. Superintendent shall next present its witnesses and evidence to sustain its charges, and the employee will then present witnesses and evidence in defense. Each party shall be permitted closing arguments with the SLOCOE closing first, the employee closes, and the SLOCOE has a final rebuttal. (Rev. 12/14/89)
- F. Each party will be allowed to examine and cross examine witnesses. All witnesses, when not testifying, shall be excluded from the hearing room during the proceedings. (Rev. 12/14/89)
- G. Superintendent, the Commission and the employee will be allowed to be represented by separate legal counsel or other designated representatives.
- H. The Commission may and shall if requested by Superintendent or the employee, subpoena witnesses and/or require the production of records or other material evidence.
- I. The Commission may prior to or during a hearing grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.
- J. A hearing shall be held in closed session unless an open hearing is requested by the employee. The Commission may, at its discretion, exclude witnesses not under examination except the employee and the party attempting to substantiate the charges against the employee and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.  
  
The Commission may deliberate its decision in closed session and exclude all persons other than members of the commission, its Director, and its counsel.
- K. The Commission shall render its judgment as soon after the conclusion of the investigation or hearing as possible, and in no event later than fourteen (14) calendar days. Its decision shall set forth which charges, if any, are sustained or rejected and the reasons therefore.

1. The Commission's decision shall be set forth in writing and signed by the chairperson of the Commission and be sent to all parties of interest.
  2. The Commission's decision shall be final. (Education Code 45306)
- L. The Commission may sustain or reject any or all of the charges filed against the employee. If the Commission finds in favor of the employee, it may:
1. Order the employee's reinstatement upon such terms and conditions as it may determine appropriate.
  2. Modify the disciplinary action, but not to make more stringent the action taken by Superintendent.
  3. Order paid by Superintendent compensation for all or part of the legitimate expenses incurred by all parties in pursuit of the appeal.
  4. Order paid all or part of the employee's full compensation from the time of suspension, demotion, or dismissal.
  5. Order the employee transferred or changed in work location.
  6. Order expunction from the employee's personnel file of all records pertaining to the disciplinary action on charges which were or were not sustained by the Commission.
- M. Copies of the transcript of the hearing shall be furnished the appellant or his/her representative upon written request. The transcript shall be typed, and the cost of copies shall be borne by the party requesting such copies in an amount as determined by the Business Office to be representative of the actual costs of reproduction. (Education Code 45116, 45305-307, 45312, 45313)

APPENDIX E

ARTICLE III  
DUES and ASSESSMENTS

Section 1. Association Per Capita Dues

(a) Per capita dues to the Association for Active members shall be assessed at the rate of 1.5% of the first \$3,150 of monthly gross salary (*excluding overtime*, but *including* longevity, professional growth and anniversary increments), but not to exceed a maximum of \$472.50 for the 12-month period commencing each September 1st and continuing through the following August 31st. Said dues shall be payable by payroll deduction or annually in advance direct to the Association.

(1) Payroll deduction shall commence in September of each year and continue through the following August for each month the member is in a paid status, or until the maximum of \$472.50 has been deducted, whichever comes first.

(2) Annual in advance payments must be remitted direct to the Association's accounting office no later than September 30, or within thirty (30) days following membership application for new members after September. Such annual payments shall be as calculated by the Association's Accounting Office in accordance with the Association's Bylaws.

**Section 2. Chapter Dues.** Local chapter dues for Active members of this chapter shall be \$20.00 per year, payable by payroll deduction during each of the months September through June in which the member is in regular paid status; or payable annually in advance to the Chapter Treasurer.

**Section 3.** The local chapter dues plus the Association per capita dues equals the member's total dues requirement.

**Section 4. Assessments:** No assessments shall be levied in this chapter other than those approved by 3/4 of the chapter membership present and voting on the question by secret ballot, provided that each member has been notified in writing at least ten days in advance of the nature of the proposal and the time, date and place where the matter will be voted on.

**Section 5. Fund Solicitation:** No funds shall be solicited in the name of the chapter without authorization of the Executive Board. All funds collected (together with an accounting of source) shall be delivered to the Chapter Treasurer within five working days of receipt, for deposit in the chapter's account.

Revised 5/30/19

## APPENDIX F

### San Luis Obispo County Office of Education Classified Evaluation Timeline

The purpose of this form is to document the steps required during the evaluation process.

#### **Probationary Period (6 months)**

- **Orientation Conference:** Before starting the new position, the HR department explains and clarifies the evaluation system and timelines.
- **Introductory Meeting:** Within 10 days of hire, the supervisor meets with the employee to go over expectations and roles.
- **Informal Observation:** Before the mid-probationary evaluation, at least one informal observation by the supervisor in the work environment is required.
- **Mid Probationary Conference:** Within 60 paid duty days, the supervisor meets with the employee to discuss their performance using the Classified Evaluation form. Submit the evaluation form to the Human Resources department after completed.
- **Final Probationary Conference:** Within 100 paid duty days, the supervisor meets with the employee to discuss performance using the Classified Evaluation Form. Submit the evaluation form to the Human Resources department.

#### **Full Cycle for Permanent Employees (annually)**

- **Informal Observation:** Before the end of year conference evaluation, at least one informal observation by the supervisor in the work environment is required.
- **Final End of Year Conference:** The supervisor meets with the employee to discuss the employee's performance using the Classified Evaluation form. By April 15th of each year, the completed evaluation form is to be submitted to the Human Resources department. If the final probationary evaluation was completed before September 1<sup>st</sup>, the annual evaluation will be due by April 15<sup>th</sup> of the succeeding fiscal year. (For example, if the probationary evaluation was completed August 31<sup>st</sup>, 2005, the next evaluation would be due by April 15<sup>th</sup>, 2006. If the probationary evaluation was completed September 1<sup>st</sup>, 2005 the next evaluation would be due by April 15<sup>th</sup> 2007.)



## Classified Employee Evaluations (These are to be used only as guidelines)

	<b>Unsatisfactory -</b> <i>Performance is not acceptable at SLOCOE. Employee has been counseled and is not improving.</i>	<b>Needs Improvement</b> <i>Performance less than expected. Employee will be monitored with Improvement Plan until performance improves or is deemed unsatisfactory.</i>	<b>Meets Standards</b> <i>Performance that is expected of a SLOCOE employee.</i>	<b>Exceeds Standards</b> <i>Performance which is better than expected of a fully competent employee. This is the desired performance that employees should strive to meet.</i>
<b>1. Work Quality</b>	Work is sloppy, inaccurate, late and/or incomplete. Supervisor has discussed this with the employee without significant improvement.	Work is sloppy, inaccurate, late and/or incomplete, and may need to be redone.	Work is consistently neat, accurate timely, and complete.	Work is noticeably outstanding with no mistakes and of excellent quality. Frequent compliments are heard about the quality, and samples may be used to share.
<b>2. Compliance to Rules and Regulations</b>	Direct supervision is required to get the job done. Policies, procedures, and instructions are not followed (such as leave procedures, safety practice, etc.). Supervisor has discussed this with the employee without significant improvement.	Supervision is required to get the assigned work done. Instructions are frequently not followed and/or need to be repeated. Occasional lapses occur in following policies and procedures (leave procedures, safety practices...)	Minimum of supervision is required. Minimal instructions are needed. Policies and procedures are followed (leaves, safety practices...).	Little or no supervision is required. Needs are anticipated in advance. Rules and procedures are understood and can be explained to others.
<b>3. Interpersonal Skills / Professionalism</b>	Relationships with others are poor. Supervisor has discussed this with the employee without significant improvement. Some of the following have been observed: <ul style="list-style-type: none"> <li>• <b>Behavior often seen as tactless or discourteous.</b></li> <li>• <b>Confidentiality is breached.</b></li> <li>• Employee does not accept suggestions for improvement.</li> </ul>	Relationships need improvement. Some of the following have been observed: <ul style="list-style-type: none"> <li>• Occasional lapses of courtesy and tact have been displayed.</li> <li>• Confidentiality is sometimes compromised.</li> <li>• Employee is reluctant to accept suggestions for improvement.</li> </ul>	Strong working relationships are displayed. All of the following have been observed: <ul style="list-style-type: none"> <li>• Behaves in a manner appropriate to the work environment.</li> <li>• Confidentiality is maintained.</li> <li>• Accepts constructive suggestions and improves performance based on the feedback</li> </ul>	Represents the organization in a positive manner and is a role model when dealing with people. All of the following have been observed: <ul style="list-style-type: none"> <li>• Treats others in a professional, responsible, and respectful manner.</li> <li>• Models and promotes clear, frequent, and honest communication.</li> <li>• Values individual initiative, and continuous improvement.</li> <li>• Mentors others.</li> </ul>

	<b>Unsatisfactory - Performance is not acceptable at SLOCOE. Employee has been counseled and is not improving.</b>	<b>Needs Improvement Performance less than expected. Employee will be monitored with improvement Plan until performance improves or is deemed unsatisfactory.</b>	<b>Meets Standards Performance that is expected of a SLOCOE employee.</b>	<b>Exceeds Standards Performance which is better than expected of a fully competent employee. This is the desired performance that employees should strive to meet.</b>
<b>4. Adaptability to Change/ Shows Initiative</b>	Adapting to change, noticing needs, and/or problem solving is not evident. Supervisor has discussed this with the employee without significant improvement.	Difficulty adapting to change is evident. Needs were overlooked or not seen by employee; assistance was required to solve problems.	Adaptability to change and new ideas is evident. Needs were identified by the employee and problems were solved independently. Employee is a self-starter.	Actively participates in change and the creation of new ideas. Goes out of his or her way to anticipate problems, questions, and situations before they occur. Solutions are researched and presented.
<b>5. Job Knowledge</b>	Job knowledge to be successful is not evident. Methods and skills are unacceptable. Supervisor has discussed this with the employee without significant improvement.	Knowledge about key aspects of the job is inadequate. Methods are ineffective or inefficient. Skills needed improvement.	Major elements of the job are understood. Methods used are efficient. Required skills are present.	Strong knowledge of all aspects of the job is evident. Methods used are very effective. Required skills are strong.

## Classified Evaluation Form

Name \_\_\_\_\_ Department \_\_\_\_\_

Position \_\_\_\_\_ Rating Period: from \_\_\_\_\_ to \_\_\_\_\_

Mid-Probationary Evaluation  
 Final Probationary Evaluation

Annual Evaluation

### ITEMIZED CHECKLIST

Employee's immediate supervisor should check each item in the appropriate column. If an area is marked needs improvement or unsatisfactory, an improvement plan is required (please check box below if improvement plan is attached).

	Unsatisfactory	Needs Improvement	Meets Standards	Exceeds Standards
1. Work Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Compliance to Rules and Regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Interpersonal Skills / Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Adaptability to Change / Shows Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Job Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

### OVERALL RATING

Employee's immediate supervisor should check the degree that best describes the overall performance of the employee during this period. Specific written comments are required. Step increases are subject to an overall rating of "Meets Standards," or "Exceeds Standards."

Unsatisfactory

Needs Improvement

Meets Standards

Exceeds Standards

Evaluated By: \_\_\_\_\_  
Immediate Supervisor

Date \_\_\_\_\_

Improvement Plan Attached:  YES  NO

*I hereby certify that I have reviewed this report. I understand my signature does not necessarily mean I agree with all the items checked. If employee does not agree with this report, a response may be attached to this form and submitted within ten days after signature.*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_  
Evaluator's Supervisor

Date \_\_\_\_\_

Reviewed By: \_\_\_\_\_  
Chief Human Resources Officer

Date \_\_\_\_\_

## APPENDIX G

### SLOCOE Remote Work Request Form and Agreement

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Division Director/Asst Supt Name: \_\_\_\_\_

#### EMPLOYEE PERFORMANCE

Please check all that apply (you must meet all the below criteria to be eligible for remote work):

- I am not in probationary status or on an employee performance improvement plan.
- I have consistently demonstrated the ability to work independently. Please describe how your position can be performed remotely (use additional page if necessary).  
\_\_\_\_\_

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- I meet performance expectations on my evaluations.
- I serve in a job assignment that is suitable for remote work as defined and approved by SLOCOE.

#### WORKSPACE

Check all that apply regarding your remote workspace (you must meet all the below criteria to be eligible for remote work):

- My remote work space is distraction-free.
- If I work in a public location, I will be mindful of surroundings and maintain privacy and confidentiality.
- My remote work space has access to a high-speed internet connection.
- I will enroll in two-factor authentication for all external access of SLOCOE computers and software, when working remotely.
- My workspace is safe and free from obstructions, hazards, and distractions.

#### ***If approved for remote work, I understand and agree to all the following:***

1. Remote work does not change the duties, obligations, responsibilities, or the terms and conditions of my employment.
2. This agreement may be revoked at any time at the discretion of the Superintendent, designee, division director, or supervisor. The decision to approve, deny, or revoke remote working agreements is not subject to the grievance procedure and all decisions are final.
3. I may work remotely for no more than 50% of my assigned/scheduled work time.
4. Remote work cannot hinder SLOCOE operations; remote work determination is based on SLOCOE operational needs.
5. Remote work agreements are subject to change during state/county health and safety emergency orders.
6. Adhering and complying with all workplace regulations, policies, notices, handbook, contracts, including but not limited to professional ethics/expectations. (Applicable SLOCOE policies, procedures notices, handbooks, and other documents are listed in Appendix A).
7. Remote work shall not change my compensation, benefits, or other terms and conditions of employment.



8. Report to work in-person on a remote workday arising from unforeseen operational needs or from negative impacts to the COE's network such as a disruption or security breach.
9. To work within regular work hours established for my position and to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of my hours worked.
10. Notify my supervisor and follow the appropriate absence management procedures when unable to perform work assignments due to illness or other qualifying circumstances.
11. I am responsible for any home related increase in utility expenses related to working remotely.
12. Ensure that my work schedule overlaps in-person (on SLOCOE Property) with my coworkers for operational needs necessary to complete both our job duties effectively.
13. Be available during normal work hours to my supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means.
14. To attend regular meetings in-person unless virtual attendance is permitted by my supervisor and to attend special meetings in person when directed by my supervisor.
15. To meet with my supervisor to determine long-term and short-term goals in writing; and to meet frequently with my supervisor to discuss progress and results.
16. Maintain and protect equipment on loan from the COE and adhere to the SLOCOE's Acceptable Internet Use Policy.
17. Report to my supervisor any serious injury or illness occurring in the remote workspace or in connection with my employment as soon as practically possible in accordance with SLOCOE's Injury and Illness Prevention Program.
18. Working from a remote location does not change my designated "work base" for purposes of mileage reimbursement in accordance with Article 3.7 of the CSEA collective bargaining agreement.
19. SLOCOE issued equipment remains SLOCOE property. I will keep the SLOCOE equipment safe and avoid any misuse. Specifically, I agree to the following:
  - a. Keep my electronic equipment password protected.
  - b. Stay enrolled in two-factor authentication for any external access to domain resources.
  - c. Store equipment in a safe and clean space when not in use.
  - d. Follow all data encryption, protection standards, and settings.
  - e. Not download suspicious, unauthorized, or illegal software.
  - f. Adhere to the SLOCOE Acceptable Internet Use Policy.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Division Director/Asst. Supt. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Human Resources Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Request approved**

**Request denied**

cc: Personnel File

## APPENDIX A

SLOCOE policies, procedures, notices, handbooks, agreements and other documents that all employees working remotely must follow includes, but is not limited to, the following:

### Policies

- Acceptable Internet Use Policy (AR 2139)
- Child Abuse Reporting Policy (AR 5415)
- Complaints Policy (AR 4312)
- Tobacco Free Environment (AR 4318)
- Drug and Alcohol-Free Workplace (AR 4319)
- Drug Free Environment Notice to Employees (Form 4319A)
- Nondiscrimination in the Workplace (AR 4030)
- Sexual Harassment of Employees (AR 4341)
- Injury and Illness Prevention Program

### Notices

- Department of Fair Housing and Employment-Sexual Harassment Brochure
- HIPAA Notice of Privacy Practices
- Notice of Special Enrollment Rights
- Medicaid and the Children's Health Insurance Program (CHIP)
- Medicare Part D Notice of Creditable Coverage
- Newborn and Mother's Health Protection Act
- Public School Employees as Disaster Service Workers Brochure
- Uniform Complaint Procedure Brochure
- Women's Health and Cancer Rights Act (WHCRA)

### Handbooks

- SLOCOE Employee Handbook
- CSEA Collective Bargaining Agreement

### Other

- Attendance and absence reporting procedures.
- Employee Code of Conduct
- Anti-discrimination/Equal opportunity
- Professional appearance/conduct when meeting with customers or partners both online & In-Person
- SLOCOE appropriate video-chat online background in compliance with SLOCOE policies