

CONTRACT BETWEEN
MERCED COUNTY OFFICE OF EDUCATION
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #541

July 1, 2020 through June 30, 2024

TABLE OF CONTENTS

ARTICLE 1 - AGREEMENT	1
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 – ORGANIZATIONAL SECURITY/DUES DEDUCTION	3
ARTICLE 4 - WORK PERIODS AND OVERTIME	4
ARTICLE 5 - COMPENSATION PLAN: PAY ALLOWANCE/HOLIDAYS.....	8
ARTICLE 6 - FRINGE BENEFITS.....	13
ARTICLE 7 - VACATION	16
ARTICLE 8 - LEAVES	18
ARTICLE 9 - CHANGE OF STATUS: TRANSFER.....	25
ARTICLE 10 - GRIEVANCE PROCEDURES.....	27
ARTICLE 11 - SAFETY	28
ARTICLE 12 - EVALUATIONS/PERSONNEL FILES	29
ARTICLE 13 - SEVERABILITY	31
ARTICLE 14 - ENTIRE AGREEMENT.....	32
ARTICLE 15 - LAYOFF AND REDUCTION IN HOURS	33
ARTICLE 16 - CLASSIFICATION/RECLASSIFICATION	37
ARTICLE 17 - SUSPENSION	38
ARTICLE 18 – ADVISORY ARBITRATION OF DISCIPLINARY ACTION.....	39

TABLE OF CONTENTS

ARTICLE 19 – YEAR ROUND EDUCATION	40
ARTICLE 20 – FITNESS FOR DUTY	43
ARTICLE 21 – PERSONNEL WITH DISABILITIES.....	44
ARTICLE 22 – CATASTROPHIC LEAVE.....	45
ARTICLE 23 – SEXUAL HARASSMENT	48
ARTICLE 24 – INVOLUNTARY OR NON-DISCIPLINARY DEMOTION	52
ARTICLE 25 – PROFESSIONAL GROWTH	53
ARTICLE 26 – COMPLAINTS	54
ARTICLE 27 – EARLY RETURN TO WORK	56
ARTICLE 28 – TERM OF AGREEMENT	58
APPENDIX A – TENTATIVE AGREEMENTS.....	59
APPENDIX B - RECLASSIFICATION REQUEST APPLICATION.....	64
APPENDIX C - COST OF BENEFITS.....	74
INDEX	75

SALARY SCHEDULES AVAILABLE AT:

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ARTICLE 1 - AGREEMENT

- 1.1 This agreement is made and entered into this first day of April, 1978, by and between the Merced County Office of Education, hereinafter referred to as the Employer, and the California School Employees Association and its Merced Office of Education, Chapter #541, or its successors, hereinafter referred to as CSEA.
- 1.2 Revised 9-28-78 (Amendment I) [Revised 9-15-80] 1.21 Revised 5-29-98
- 1.3 Revised 9-19-79 (Amendment II) [Revised 9-15-80] 1.22 Revised 6-29-99, 11-16-99
- 1.4 Revised 2-20-80 & 9-15-80 (Amendment III) [Revised 9-15-80] 1.23 Revised 7-12-00
- 1.5 Revised 10-21-81 (Amendment IV) 1.24 Revised 8-21-01
- 1.6 Revised 12-7--82 (Amendment V) 1.25 Revised 7-09-02
- 1.7 Revised 3-21-84 (Amendment VI) 1.26 Revised 8-21-03
- 1.8 Revised 7-30-84
- 1.9 Revised 9-13-85
- 1.10 Revised 11-30-87
- 1.11 Revised 1-17-90
- 1.12 Revised 11-15-90
- 1.13 Revised 9-3-91
- 1.14 Revised 8-20-92
- 1.15 Revised 3-2-93
- 1.16 Revised 10-13-93
- 1.17 Revised 6-8-94
- 1.18 Revised 6-29-94
- 1.19 Revised 11-12-96
- 1.20 Revised 2-27-97

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes CSEA as the exclusive representative of the employees listed in Appendices A and B, attached hereto, and incorporated by reference as part of this Agreement.

2.2 EXCLUSIONS: As agreed by CSEA and the Employer, the following positions listed and defined below are excluded from the bargaining unit:

Substitute: An employee who has been hired to fill the position of a regular employee who is absent on leave.

Short-term: An employee who is hired to fill a position for a specific period of time to perform services for the Employer, upon the completion of which the service required, or similar services, will not be needed on a continuing basis. Migrant summer positions, which do not exist in the Migrant Program during the regular school year, are considered short-term positions under this Agreement. "Regular" employees who work during the summer will not be excluded from the bargaining unit.

Supervisor-Management/Confidential:

An employee excluded from the bargaining unit pursuant to recognition by the Public Employment Relations Board (PERB).

Also excluded are all other positions not specifically enumerated in Appendices A and B of this Agreement.

2.2.1 It is agreed by CSEA and the Employer that Section 2.2 excludes from the bargaining unit employees working less than four (4) hours per day or less than seventy-five percent (75%) of the school year. (Education Code Section 45103)

2.3 The Employer will not contract out bargaining unit work except in emergency situations and for a limited period of time. The Employer will notify the Association when the need arises to contract out work.

[Added 8-21-03]

ARTICLE 3 – ORGANIZATIONAL SECURITY/DUES DEDUCTION

- 3.1 CSEA shall have the sole and exclusive right to have membership dues and initiation fees deducted by the Employer for employees in the bargaining unit who become members of CSEA.
[Revised 4-10-19]
- 3.2 Employees who are members of CSEA when this Agreement is executed or employees who join CSEA after this Agreement becomes effective shall remain in CSEA according to the provisions of the dues authorization form developed by CSEA. [Revised 4-10-19]
- 3.2.1 New employee orientation: The Association will provide a video link and new employment packet for bargaining unit members. The Employer will incorporate these materials into the new employee orientations.
[Added 8-21-03; Revised 12-6-16]
- 3.3 The Employer agrees to deduct dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement and for whom CSEA has notified the District in writing that such employees have completed the CSEA developed dues authorization form. The Employer shall pay to CSEA, via Chapter Treasurer, within fifteen days of the deduction, the local portion of the dues with the remainder forwarded to the State CSEA Office. [Revised 4-10-19]
- 3.3.1 The Employer agrees to deduct the initiation fee and dues from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and upon receipt of written notice from CSEA certifying that such employees have completed the CSEA developed dues authorization form. Such authorization shall continue in effect according to the provisions of the dues authorization form developed by CSEA during the term of this Agreement. [Revised 4-10-19]
- 3.4 The Employer shall make membership dues deductions only upon receipt of written notice from CSEA indicating the amount to be deducted. Nothing in this paragraph precludes the employee from paying dues directly to CSEA. [Revised 4-10-19]
- 3.5 CSEA agrees to refund to the Employer any amounts paid to CSEA in error. CSEA also agrees to hold the Employer harmless and indemnify the Employer for any challenges made to the provisions of this Article and for costs (other than administrative costs) of enforcing this Article. The parties agree that membership – adding new members, maintaining current members, or dropping members who complete the process with the Association to do so – is entirely a function of the Association, and no part of the Agreement may interfere with the union membership process. [Revised 4-10-19]
- 3.6 DISTRIBUTION OF AGREEMENT: Within ninety (90) days after the execution of this Agreement, the Employer shall make available an electronic version of the updated collective bargaining agreement. Hard copies shall be available upon request.

ARTICLE 4 - WORK PERIODS AND OVERTIME

- 4.1 **WORK WEEK:** The work week shall consist of five (5) consecutive days, Monday through Friday, and not more than forty (40) hours per week. Exceptions will be those whose job assignments designate time schedules outside of those indicated above. This Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the Employer.
- 4.1.1. **Flexible Schedules:** The Employer, with the approval of the Association, may adopt a flexible work schedule, by department, during the summer months when such a flexible schedule is feasible.
[Added 8-21-03]
- 4.1.2 Employees will be eligible to take Flex Time by adjusting their schedule in the event there is a mutual agreement between the supervisor and the employee. The supervisor will consider the request from the employee along with the department's workload.
[Added 7-20-04]
- 4.2 **WORKDAY:** The length of the workday shall be designated by the Employer for each classified position. Each employee in the bargaining unit shall be assigned a minimum number of hours, which shall be not less than four (4) hours per day. (Four hours equivalent to full-time.)
- 4.2.1 In departments where department needs may require the changing of regularly assigned hours--from four (4) to eight (8) hours per day, for example--such changes of assigned hours shall be reflected on a disposition form signed by the Assistant Superintendent, sent to Human Resources, and in turn forwarded to the Payroll Office. Regularly assigned hours may be adjusted in this manner when workloads increase over an extended period of time. Employees shall be informed by supervisors as to their assigned hours and regularly assigned hours will be reflected in job descriptions.
- 4.2.2 **School Transportation Drivers' Hours:**
- a. **Initial Adjustment Period:** School Transportation Drivers will begin each school year with no less than a four (4) hour workday. There will be a thirty (30) day period for the Employer to determine the hours per day required for each run. At the end of the thirty (30) days, the hours per day will be determined and the employee shall be notified of such hours in writing.
 - b. **Subsequent Adjustment to Workday:** After receipt of the written notice of the initial determination of hours, if the hours must be reduced, the employee will be given a thirty (30) day written notice. The notice shall be of the type described and given in the manner described in Article 15 of this Agreement. A list of the names of employees whose hours are reduced under the conditions of this Section will be provided to the CSEA President.
 - c. Section 15.8.1 of this Agreement shall not apply and the decision to reduce hours for School Transportation Drivers shall not be negotiated.
 - d. Employees affected by a reduction in hours under this Section shall be granted displacement rights as described in Article 15 of this Agreement.

4.2.3 Migrant Education Staff Workday Adjustments:

- a. Supportive Services Liaisons will adjust their workday on the day that a PAC/RAC meeting is held. The employee will decide when the hours will be adjusted on the day of the meeting. SSAs who attend more than one (1) PAC meeting per month will not be required to adjust their workday and will receive overtime compensation for any PAC/RAC meeting after the first.
- b. Supportive Services Liaisons working hours will be subject to change, with at least five (5) working days' advance notice, for the purpose of conducting identification and recruitment activities in the evening. The employee will decide when the hours will be adjusted on the day of the activity.
- c. Secondary Counselor Assistant/Tutors (SCATs), Preschool Tutors and Instructional Aides will adjust their workday, with at least five (5) working days' advance notice, no more than three (3) times per year, when asked to attend parent meetings for the purpose of working with preschool children and/or making presentations. The employee will decide when the hours will be adjusted on the day of the meeting.
- d. Effective 2006-2007 school year, SCATs will adjust their work schedules and worksites to provide services to students during summer/inter-sessions during their 195 day work schedule. The Preschool Tutors will adjust their work schedules and worksites to provide services to students during summer/inter-sessions during their 180 day work schedule. The Employer will provide school year calendars and a two (2)-week notice of any change in a unit member's work schedule. [Revised 10-4-06]

4.3 LUNCH PERIOD: All full-time employees covered by this Agreement shall be entitled to an uninterrupted lunch period after being on duty for four (4) hours. The length of time for such lunch period shall be no longer than one (1) hour, nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

4.3.1 Exception to this Article may be in those departments, i.e., ROP, where employees may be required to eat lunch with the children or work during lunch period.

4.4 REST PERIODS: All employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each four (4) hour work period, at the rate of fifteen (15) minutes.

4.4.1 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

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

4.5 PARENT/TEACHER CONFERENCES: The Employer shall allow employees reasonable time off for parent/teacher conferences without loss of pay.

- 4.7 OVERTIME: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1 1/2) times the regular rate of pay of the employee designated and authorized to perform the overtime. Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one (1) day, and in excess of forty (40) hours in any calendar week. (Education Code Section 45128) Workweek shall be five (5) consecutive workdays of eight (8) hours each. For the purpose of this section, holidays will be considered hours worked. Employees working on a holiday will receive holiday pay plus one and one-half (1 1/2) times the actual hours worked.
- 4.7.1 Overtime: Length of Workday: The work week shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the work week. Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the work week at the rate equal to one and one-half (1 1/2) times the regular rate of pay or with compensating time off.
- 4.7.2 When employees are required to accompany students on overnight field trips, i.e., to Jack Boyd Outdoor School, such employees shall be compensated in overtime for all hours actually worked beyond their regularly assigned hours. They shall not be compensated while students are sleeping or when not supervising students.
- 4.8 OVERTIME APPROVAL: When overtime work is required within a department, the employee's supervisor will inform the employee whether he/she can be compensated in cash or in compensation time off for overtime to be worked. The employee may refuse the overtime, in which case the supervisor will proceed to request the overtime from other qualified employees within the department. In the event that the supervisor finds no one qualified to perform the needed work, he/she may require that an employee perform the work, when work absolutely cannot be put off. In all cases, the supervisor will make an honest attempt to satisfy the department needs and those of the employee in authorizing and compensating overtime.
- 4.8.1 Normally, overtime will be approved by the employee's supervisor prior to the work being performed. When this is operationally impossible, blanket approvals to work overtime will be made by Assistant Superintendents. This blanket approval will specify situations in which overtime will be allowed for employees without prior supervisory approval. The Payroll Office will receive a copy of such blanket approvals.
- 4.9 OVERTIME - EQUAL DISTRIBUTION: In the event that two or more employees are assigned to the same position, overtime shall be distributed evenly between them, to the extent deemed practical by the supervisor. Refusal of overtime on one (1) occasion shall not affect offers to work overtime on subsequent occasions. It is understood that, because of compensatory pay or compensatory time decisions, the distribution of overtime may result in unevenness.
- 4.10 COMPENSATORY TIME OFF - TIME REQUIREMENT: Compensatory time off shall be taken within twelve (12) months of the date on which it was earned. When compensatory time is granted in lieu of cash, it shall be computed at the rate of one and one-half (1 1/2) times the regular rate of pay of the employee. Compensatory time must be granted within twelve (12) calendar months of the date earned; if not, the employee shall be paid in cash.
- 4.11 MINIMUM CALL-IN TIME: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

- 4.12 CALL BACK TIME: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time worked.
- 4.13 RIGHT OF REFUSAL: Any employee shall have the right to reject any offer or request for overtime or callback, on-call, or call-in time, except in emergency situations, as determined by the Employer, which require the employee's presence and when work absolutely cannot be put off.
- 4.14 STANDBY TIME: All standby time, such as power failures or equipment breakdowns, shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 4.15 HOURS WORKED: For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be considered as hours worked.
- 4.16 WORK YEAR: The work year for any given position may be reduced or increased as follows:
- 4.16.1 An employee may request, in writing to the Employer, that his/her work year be increased or reduced. The Employer shall send a copy of the request to CSEA. The Employer shall decide whether or not to approve the request no sooner than thirty (30) days from its receipt. The employee may withdraw the request at any time before it is approved. The Employer shall determine the effective date of the change in the work year.
- 4.16.2 The Employer shall not initiate discussion of a permanent change in the work year with any employee. In the event the Employer wished to employ a unit member for additional days on a non-recurring basis and the employee voluntarily accepts the additional days, CSEA shall be notified. [Added 11-12-10]
- 4.16.3 If a position is vacant, the Employer may reduce or increase the work year and/or hours of the position prior to filling it.
- 4.16.4 Effective July 1, 2006, the work year for infant care instructional aide staff will increase from 184 days to 200 days due to this program being year round.
[Added 10-4-06]
- 4.17 YEAR ROUND EDUCATION: See Article 19 [Revised 8-21-03]
- 4.18 SUMMER EMPLOYMENT: Summer employment will be offered first to the employees by seniority in their classification before offering positions to the public. [Added 8-21-03]

ARTICLE 5 - COMPENSATION PLAN: PAY ALLOWANCE/HOLIDAYS

- 5.1 **REGULAR RATE OF PAY:** The regular rate of pay for each position shall be in accordance with the rates established for each class.
- 5.1.1 **Annualized Rate of Pay:** Employees who work less than twelve (12) months a year will be placed on an annual salary based on their hourly rate of pay. The annual salary calculation will be based on the employees' hourly rate of pay times the number of hours worked per day times the sum of the number of days worked per fiscal year plus accrued vacation days and holidays.
- 5.1.2 The annualized salary will be paid in twelve (12) equal monthly installments for staff who work on a year-round schedule, eleven (11) equal monthly installments for staff whose school year begins in August and ends in June, and ten (10) equal monthly installments for staff whose school year begins in August and ends in May, notwithstanding any PERS requirements.
[Revised 8-21-03]
- 5.2 **STEP INCREASE:** The salary schedule provides for nine (9) steps or service increments in each grade. Effective July 1, 2016, each step or service increment shall be five percent (5%) more than the preceding step for steps 1-5, three and one-half (3.5%) more than the preceding step for steps 6-7, and two and one-half (2.5%) more than the preceding step for steps 8-9. These percentages may vary slightly when accounting for rounding differences.
- 5.3 **TEMPORARY CHANGE OF ASSIGNMENT:** An employee may be temporarily assigned the duties and responsibilities of a higher or lower classification, but in no case may such change be in effect for more than five (5) working days without an upward adjustment in salary for the entire period he/she is required to work out of classification, in accordance with Education Code Section 45110.
- 5.4 **PAY INCREASES:** The Employer shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto, as soon as possible or not later than thirty-five (35) working days after the signing of the Agreement between the Employer and CSEA.
- 5.5 **PAYROLL ERRORS:** The following procedures will apply to the replacement/issue of payroll warrants when payroll warrants are issued for incorrect amounts, lost, stolen, etc. These procedures and policies are based on Education Code sections, Merced County Auditor Controller policy and current bargaining agreements.
- 5.5.1 **Insufficient Payment:** If the error results in the employee being paid less than is due, then the error will be corrected and a supplemental warrant will be issued as soon as possible, but not more than five (5) working days after the Payroll Office is notified of the error by the employee.
- 5.5.2 **Overpayment:** If the error results in the employee being paid more than is due:
1. If not cashed, the warrant will be canceled and a new warrant will be issued.
 - or
 2. An adjustment will be made on the employee's subsequent payroll check.
In the event of a large overpayment (10% or more of the gross salary which has gone undetected over a period of time), Payroll will attempt to make adjustments on subsequent payroll checks so as not to hinder the employee's economic situation.

or

3. The employee may elect to make an immediate repayment of the excess amount.

- 5.5.3 Warrant Mailed But Not Received: A payroll warrant mailed to an employee cannot be replaced before ten (10) calendar days have passed from the date mailed. These warrants are replaced by the Merced County Auditor's Office, who establishes procedures for such replacements. The Payroll Office will contact the Auditor's Office to arrange for a time for the employee to execute a declaration to initiate replacement. A replacement warrant will be issued by the Auditor's Office within two (2) working days, after the ten (10) calendar day waiting period. Once replaced, the old warrant is canceled.
- 5.5.4 Warrant Received But Lost, Stolen or Destroyed: If a warrant is lost, stolen or destroyed after being received by the employee, it will be replaced by the County Auditor's Office, who establishes procedures for such replacement of warrants. The Payroll Office will contact the Auditor's Office to arrange a time for the employee to execute a declaration to initiate replacement. A stop-payment action will be taken once the declaration is signed and a warrant will be reissued within two (2) working days. For destroyed warrants, please provide the Auditor's Office with any pieces of the mutilated warrant.
- 5.6 HIRE DATE: An employee's hire date is his/her first day of employment with the Employer from which longevity pay is based.
- 5.7 ANNIVERSARY DATE: An employee's anniversary date, for the purpose of this section, shall be based on the first date of probationary service in the classification to which the salary applies.
- 5.7.1 Employees will receive step increases on July 1 of the next fiscal year if hired from July 1 to December 31. Employees hired between January 1 and June 30 will receive step increases on July 1 after the completion of one year of service.
- 5.7.2 Transfer: In case of transfers or reassignment of any employee from one position to another in the same range, the employee shall retain his/her anniversary date.
- 5.7.3 Reclassification: Upon reclassification to a higher job range, an employee will assume a new anniversary date based on Section 5.7.1.
- 5.8 MILEAGE: Any employee required to use his/her vehicle on Employer business, with the prior approval of his/her supervisor, shall be reimbursed at the rate established by the Merced County Board of Education, providing the rate per mile does not fall below the designated IRS rate. Claims for mileage reimbursement shall be submitted at times and on forms as directed by the Employer and shall be reimbursed on a monthly basis. [Revised 4-10-19]
- 5.8.1 MILEAGE ALLOWANCES: Mileage allowance shall be paid any classified employee assigned to more than one (1) worksite. The employee shall be compensated at the rate established in this Agreement for reimbursement of mileage. Distances allowed will be those between worksites to which the employee is assigned. A bargaining unit member may claim the daily mileage driven in excess to their daily round-trip commute miles. [Revised 4-10-19]
- 5.8.2 For subsequent changes in the mileage reimbursement schedule, employees and CSEA will be given notice of at least sixty (60) days. Mileage reimbursement schedule refers to the mileage reimbursement submission date by the employee. It is the intent of the Employer to continue the eight (8) day period between submission of reimbursement claims and the payment of such claims. [Revised 10-4-06]

- 5.9 MEALS AND LODGING REQUIRED IN CONFERENCE ATTENDANCE OR SPECIAL WORK ASSIGNMENT:
- 5.9.1 Any assignment that will require the provision of meals or lodging at the Employer's expense shall have prior approval through lines of supervision and the Assistant Superintendent.
- 5.9.2 Conference attendance shall be authorized by the Assistant Superintendent and will be reimbursed in accordance with procedures established by the Business Services Office.
- 5.10 UNIFORMS: The Employer shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, identification badges, emblems and cards required by the Employer to be worn or used by bargaining unit employees.
- 5.11 SAFETY EQUIPMENT: Should the duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee, as determined by the Employer and in accordance with CAL-OSHA rules, the Employer agrees to furnish such equipment or gear.
- 5.12 NON-OWNED AUTOMOBILE INSURANCE: The Employer agrees to provide the secondary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicle on Employer business.
- 5.13 HOLD HARMLESS CLAUSE: The Employer agrees to, in accordance with Government Code Section 995, afford civil protection provided by law.
- 5.14 PHYSICAL EXAMINATIONS: The Employer agrees to provide the full cost of any medical examination required as a condition of continued employment.
- 5.15 FINGERPRINTING: The Employer agrees to provide the full cost of fingerprinting when required.
- 5.16 SCHEDULED HOLIDAYS: The Employer agrees to provide all employees with the following paid holidays:
- Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - One day in lieu of Columbus Day
 - One day in lieu of Admission Day
 - Christmas Day
 - New Year's Day
 - Martin Luther King Day
 - Lincoln's Day
 - Washington's Day
 - Memorial Day
- 5.16.1 Holiday Schedules: Prior to the adoption of the holiday schedule by the Merced County Board of Education in June, CSEA and the Employer agree to meet and negotiate the holiday schedule. These will be made available to all employees as soon as possible after adoption and will consist of not less than twelve (12) days per year for a twelve (12) month employee pursuant to the District calendar, except as otherwise stated in Section 5.19.

- 5.16.2 In March of each year, the Association will notify the Employer for negotiation of holiday schedule for the succeeding year.
[Added 8-21-03]
- 5.17 HOLIDAY ELIGIBILITY: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 5.17.1 Employees who are normally assigned to duty during the school holidays shall be paid for those holidays, provided they were in paid status during any portion of the working day of their normal assignment, immediately preceding or succeeding the holiday period.
- 5.18 ADDITIONAL HOLIDAYS: Every day declared by the President, or Governor of this State, as a public fast, thanksgiving or holiday, or any day declared a holiday by the Employer, requiring the closing of schools, shall be a paid holiday for all employees, as prescribed by the Education Code.
- 5.19 HOLIDAYS ON SATURDAY OR SUNDAY:
- 5.19.1 When a holiday falls on a Saturday the preceding workday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on Sunday, the following workday shall be deemed to be the holiday in lieu of the day observed.
- 5.19.2 The operation of this Article shall not cause any employee to lose any of the holidays clearly indicated in the Article.
- 5.20 DAY OF CHOICE: Upon completion of the probationary period, one (1) additional holiday, designated as "Day of Choice," shall be granted to each employee on a date to be selected by the employee, with administrative approval.
- 5.20.1 Only one (1) day of choice may be taken during any given fiscal year.
- 5.20.2 The day of choice may not be accumulated from year to year but must be taken during each period July 1st through June 30th of each year. Otherwise, the day will be lost to the employee.
- 5.21 LOCAL HOLIDAYS: Where a local holiday or in-service day requires the closing of school where bargaining unit employees are assigned on days which are not regular paid holidays as set forth in Section 5.17, the employee may either take vacation or payroll deduction. Employees will be allowed to work within the District in paid status if mutually agreed upon by the Employer and employee.
[Revised 8-21-03]
- 5.22 SUBSTITUTION OF MCOE HOLIDAYS: MCOE holidays may be substituted with any district holiday by mutual consent of the employee and the Employer.
[Added 8-21-03]
- 5.23 The Employer recognizes the contributions of Cesar Chavez and encourages departments to acknowledge his contributions during the month of March.
[Added 8-21-03]

5.24 SALARY:

1. 2021- 2022 School Year: The 2020-2021 salary schedule shall be increased by three percent (3%) effective July 1, 2021.
2. 2022- 2023 School Year: The 2021-2022 salary schedule shall be increased by three percent (3%) effective July 1, 2022.
3. 2023- 2024 School Year: The 2022-2023 salary schedule shall be increased by two percent (2%) effective July 1, 2023.

ARTICLE 6 - FRINGE BENEFITS

6.1 HEALTH INSURANCE:

- 6.1.1 The Employer shall cover all employees in the bargaining unit and their dependents with a service health insurance plan.
- 6.1.2 The Employer shall pay the premium minus the agreed upon employee contribution to the Self-Insured Schools of California Insurance Group III (SISC III) for such coverage for the duration of the Agreement under the limits of Section 6.5 below.
- 6.1.3 Employees working 180 days or ten (10) months shall have coverage for a full twelve-(12) month period, regardless of when their break in service occurs. No employee shall be without health coverage during the periods of vacation or non-service specified in this contract.
- 6.1.4 Employees on Superintendent-approved unpaid leaves of absence shall have the option to continue to receive health insurance coverage for the period of the leaves upon reimbursement of premiums to the Employer, pursuant to established Business Services Office procedures.
- 6.1.5 The Employer will notify CSEA of any rebates from Insurance Provider and negotiate where rebate is applied.
[Added 8-21-03]
- 6.1.6 The Employer will facilitate review of health benefits upon written request of the Association.
[Added 8-21-03]

6.2 DENTAL PLAN INSURANCE:

- 6.2.1 The Employer shall provide all employees in the bargaining unit and their dependents with a dental plan.
- 6.2.2 The Employer shall pay the premium minus the agreed upon employee contribution to SISC for such coverage for the duration of this Agreement under the limits of Section 6.5 below.

6.3 LIFE INSURANCE:

- 6.3.1 The Employer shall continue to provide the present life insurance policy for the term of this Agreement to all employees in the bargaining unit. The life insurance shall expire at the end of the month in which a bargaining unit employee terminates.
- 6.3.2 The Employer shall pay the premium minus the agreed upon employee contribution for such coverage for the duration of this Agreement under the limits of Section 6.5 below.

6.4 VISION PLAN INSURANCE:

- 6.4.1 The Employer shall provide all current employees in the bargaining unit and their dependents with a vision insurance plan.
- 6.4.2 The Employer shall pay the premium, minus the agreed upon employee contribution for such coverage, for the duration of this Agreement under the limits of Section 6.5 below.

- 6.5 COST OF BENEFITS: For the 2021-2022 plan year, the employer annual maximum contribution toward health benefits shall be increased by \$500, from \$14,250 to \$14,750
- 6.6 TAX-SHELTERED ANNUITIES:
- 6.6.1 Employees may participate in the tax-sheltered annuity of their choice, with the Employer providing payroll deductions for this purpose.
- 6.7 ALLOCATION FOR COFFEE BREAK BENEFIT:
- 6.7.1 The Employer shall set aside no more than \$150.00 per month to provide traditional coffee break beverages as a part of fringe benefits. The allowance is provided for departments over which the Employer maintains exclusive control. All employees are entitled to this benefit when visiting these departments. Supplies authorized for purchase from this allocation include coffee, tea, hot chocolate mix, sugar and non-dairy creamer, plastic spoons and napkins.
- 6.8 EARLY RETIREMENT INCENTIVE: The Employer shall provide insurance coverage for employees who elect early retirement or who are retired as a result of disability. Coverage shall be for the employee only and limited to: a. Medical; b. Dental; c. Vision (in accordance with insurance provider guidelines). If a composite rate is not used, dependent coverage shall be at the employee's expense.
- 6.8.1 Eligibility for insurance coverage under this Article is as follows:
- a. The employee shall have completed ten (10) years of service immediately prior to retirement.
- b. The employee shall have reached the age of fifty-five (55).
- 6.8.2 The medical insurance coverage shall be equivalent to the medical plan then in effect for all classified personnel. If at any time the current plan requires payment in any part by the employee, the retiree shall be responsible for the same amount of cost for maintaining insurance coverages as other classified employees. For the purpose of keeping medical insurance coverage current, the retiree shall notify the District of any change of the dependent and employee status.
- 6.8.3 Length of Coverage: Premiums shall be for a maximum period of ten (10) years between age fifty-five (55) and sixty-five (65), or until the retiree becomes re-employed and is covered by a health plan, or becomes eligible for Medi-Care, National Health, or other government-sponsored program; or upon the death of the employee.
- 6.8.4 All new bargaining unit members employed after September 13, 1993 are not eligible for Early Retirement Incentive.
- 6.9 GOLDEN HANDSHAKE: The Association will notify the Employer for discussion on providing Golden Handshake retirement benefits for bargaining unit members at times deemed appropriate by the Association. The Employer will provide Golden Handshake retirement benefits for bargaining unit members to the extent allowed by the Public Employees' Retirement System (PERS).
[Added 8-21-03]

- 6.10 IRC SECTION 125 PLAN: The parties agree to initiate an IRC Section 125 plan for premium contributions. Employee sign ups will be initiated by July 1, 1993. This may be expanded at a later time to cover other types of benefits.

ARTICLE 7 - VACATION

7.1 VACATION PLAN:

- 7.1.1 Eligibility: All employees shall earn paid vacation time under this Article. Paid vacation time is earned on an hourly or monthly basis, depending on the payroll system established by the Business Services Office for the particular employee's program of employment.
- 7.1.2 Accumulation: Vacation time shall be earned and accumulated in accordance with the following schedules:
- a. From the first (1st) month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of one (1) day of vacation for each month of service. (twelve (12) days per year)
 - b. After five (5) years of service, an employee shall earn vacation at the rate of one and one-fourth (1 1/4) days per month. (fifteen (15) days per year)
 - c. After ten (10) years of service, an employee shall earn vacation at the rate of one and one-half (1 1/2) days per month. (eighteen (18) days per year)
 - d. After fifteen (15) years of service, an employee shall earn vacation at the rate of one and three-fourths (1 3/4) days per month. (twenty-one (21) days per year)
 - e. After twenty (20) years of service, an employee shall earn vacation at the rate of two (2) days per month (twenty-four (24) days per year)
- 7.1.3 Paid Vacation: Paid vacation shall be earned and granted in each fiscal year following completion of the employee's initial six (6) months of employment. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall be accumulated for use in the next year or be paid for in cash. Vacation shall be approved by the employee's supervisor on the appropriate form and submitted to the Payroll Office.
- 7.1.4 Paid Vacation - Employees with Annualized Salaries: These employees shall earn paid vacation as specified in Section 7.1.2. Such employees will not take paid vacation time off during the school year, however, their earned vacation compensation will be incorporated into their annualized salary.
- 7.1.5 Rate of Pay for Vacation: Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in a working status. Pay shall be based on regularly assigned hours.
- 7.1.6 Vacation Scheduling:
- a. By mutual agreement, vacations shall be scheduled at times requested by employees, and so far as possible, within the Employer's work requirements.
 - b. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

- 7.1.7 Vacation Rescheduling: An employee may elect to have his/her vacation rescheduled, if the need arises, by mutual agreement.
- 7.1.8 Holidays During Vacation: When a holiday falls during the scheduled vacation of an employee, such employee shall be granted an additional day's vacation for each holiday falling within that period.
- 7.1.9 Interruption of Vacation: Employees shall be allowed to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.
- a. When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance.
 - b. Routine doctor and dentist visits shall not be allowed under this rule. Illness must be for at least one (1) day or more.
- 7.1.10 Vacation Pay Upon Termination: When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination if employed for more than six (6) months.

ARTICLE 8 - LEAVES

- 8.1 **SICK LEAVE PLAN:** Sick leave is the authorized absence of an employee because of illness or injury and shall be granted to employees on the following basis:
- 8.1.1 A regular classified twelve-(12) month employee (probationary and permanent) shall be granted twelve (12) days sick leave, with full pay, for a fiscal year of service. If any employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year in accordance with Education Code Section 45191.
 - a. Employees who utilize three (3) days or less of sick leave accruals, including personal necessity, during the school year July 1 through June 30, will be entitled to a one-time cash bonus equal to one day's pay.
[Added 8-21-03]
 - 8.1.2 An employee who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days of paid sick leave for illness or injury, as the number of months he/she is employed bears to twelve (12).
 - 8.1.3 A new employee shall not be eligible to take more than six (6) days of paid sick leave or the proportionate amount to which he/she may be entitled until the first (1st) day of work after completion of six (6) months of active service.
 - 8.1.4 Paid sick leave need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year. Exception: new employees. See Section 8.1.3.
 - 8.1.5 Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness.
 - 8.1.6 Upon termination of any employee, deductions shall be made on the last payroll check for paid sick days taken and not earned.
 - 8.1.7 The Employer may require the employee to submit verification of illness, with a doctor's statement, if the illness is in excess of three (3) days. The Employer may not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized sect, denomination or organization.
 - 8.1.8 After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation or compensatory time to avoid leave without pay.
 - 8.1.9 A permanent employee who has exhausted all entitlement to sick leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Employer may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods that it may provide, but not to exceed a total of eighteen (18) months.
 - 8.1.10 An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this Section, and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits and burdens of a permanent employee.

- 8.1.11 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.
- 8.1.12 If at any time during the prescribed thirty-nine (39) months the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid off for lack of work or funds, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.
- 8.1.13 Regular classified employees shall once a year be credited with a total of not less than one hundred (100) working days of paid sick leave, including days to which he/she is entitled under Education Code Section 45191. Such days of paid sick leave, in addition to those required under Education Code Section 45191, shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this Section shall be exclusive of any other paid leave, holidays, vacation or compensating time to which the employee may be entitled.
- a. Employees utilizing extended illness leave must submit verification of illness for the period of time that employee is on extended leave.
[Added 8-21-03]
- 8.1.14 Pregnancy shall be treated as an illness for the purpose of sick leave and shall be treated in the same manner as other physical disablements that keep an employee from work.
- 8.1.15 Any sick leave benefits earned but unused on the date of termination may be converted to unused sick leave for retirement, in accordance with Government Code Section 20862.5 or its successor, if the employee is filing a request for retirement.
- 8.1.16 Any employee who has been an employee for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position in another district, and who subsequently accepts, within one (1) year of termination of his/her former employment, such position, shall have transferred with him/her to the district the total amount of earned leave of absence for illness or injury to which he/she is entitled.
- 8.1.17 Any employee assigned within the Employer's complex who is unable to report to work for any given reason is to call his/her supervisor or designee between 8:00 a.m. and 8:15 a.m., giving their name, department, reason for absence and the estimated date and time of their return to work.
- 8.2 PERSONAL NECESSITY LEAVE: Employees may use up to ten (10) days of accumulated sick leave during any school year in case of personal necessity. Personal necessity is defined as any activity or personal obligation of an employee which necessitates or mandates his/her absence from his/her assignment during the work hours. [Revised 2-12-15]
- 8.2.1 The employee shall not be required to give advance notice for leave taken for any of the following reasons:

- a. Death or serious illness of a member of his/her immediate family.
 - b. Accident involving his/her person or property or the person of a member of his/her immediate family.
- 8.2.2 Advance notice is required for, but not limited to, the following acceptable reasons. The employee's application to use sick leave for personal necessity must be received by the Assistant Superintendent not less than one (1) working day prior to the desired absence.
 - a. Appearance in court as a litigant or as a witness under official order.
 - b. Response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee of such emergency nature that the presence of the employee is required during his/her working hours and no alternative meeting time during non-duty hours can be arranged.
 - c. Settling of legal affairs and other serious personal emergencies which cannot be resolved on a non-working day, if approved by the Employer or its designee.
 - d. Seeing a son, daughter or parent off to military duty.
 - e. Funerals.
 - f. Extensions of bereavement leave.
- 8.2.3 No more than one (1) day of personal necessity leave will be approved for the following in any school year. (Not less than one (1) working day advance notice is required.)
 - a. Attendance at or participation in functions or activities, which are primarily for the employee's pleasure, amusement or personal convenience.
 - b. The extension of holidays or vacation periods for personal convenience.
 - c. Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules.
- 8.2.4 Personal necessity will not be approved for the following:
 - a. Seeking or engaging in remunerative employment.
 - b. Engaging in a strike, demonstration, picketing, lobbying, rally, march, campaign meeting or any other activities related to work stoppage or political campaigning.
 - c. Religious or non-school conference.
- 8.3 **INDUSTRIAL ACCIDENT LEAVE:** An employee who suffers disability clearly brought about by on-the-job accident or on-the-job conditions, shall receive industrial accident leave not to exceed sixty (60) working days in any one (1) fiscal year for the same accident. This regulation shall include the following provisions:
 - 8.3.1 The employee must have been employed for at least one (1) year.

- 8.3.2 Industrial accident leave shall be substantiated by a statement from a physician.
- 8.3.3 Industrial accident leave shall be allowed in whole day increments only.
- 8.3.4 Allowable leave shall not be accumulative from year to year.
- 8.3.5 Industrial accident or illness leave will commence on the first (1st) day of absence.
- 8.3.6 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 normal wage of the day.
- 8.3.7 Industrial accident leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation.
- 8.3.8 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled, for the same illness or injury, to only that amount remaining at the end of the fiscal year in which the illness or injury occurred.
- 8.3.9 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used.
- 8.3.10 If an employee is receiving Workers' Compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensation time, vacation, or other available leave which, when added to the Workers' Compensation award, provides for a full day's wage or salary.
- 8.3.11 During any paid leave of absence, the employee shall endorse to the Employer wage loss benefit checks received under the Workers' Compensation laws of this state. The Employer, in turn, shall issue the employee appropriate salary warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 8.3.12 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 8.3.13 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with the appropriate seniority regulations.
- 8.3.14 An employee who has been placed on a reemployment list and who has been medically released for return to duty, but fails to accept an appropriate assignment, shall be dismissed.
- 8.3.15 The Employer may provide for such additional leave of absence, paid or unpaid, as it deems appropriate. During such leave, the employee may return to his/her position without suffering any loss of status or benefits and break in service.

- 8.4 BEREAVEMENT LEAVE: Employees shall be granted a leave with full pay in the event of death of any member of the employee's immediate family. The leave shall be for a period of five (5) days (in state) and seven (7) days if out-of-state travel is required. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, foster parent, foster son, foster daughter, step-parent, step-son, step-daughter, grandmother, grandfather, grandchild, grandfather-in-law, grandmother-in-law, brother-in-law, sister-in-law or any relative of either spouse living in the immediate household of the employee.
- 8.5 JURY DUTY: Employees shall be entitled to leave without loss of pay for any time required to perform jury duty.
- 8.5.1 The employee shall present to the Human Resources Department the actual notice to appear for jury duty.
- 8.5.2 The employee agrees to submit to the Human Resources Department any check or warrant received in payment for the court appearance or jury duty, less reimbursement for travel, meals or parking.
- 8.6 MILITARY LEAVE: Employees shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 8.7 IN-SERVICE LEAVES:
- 8.7.1 Unit members elected by Chapter #541 to serve as CSEA authorized delegates to the annual CSEA convention shall be granted up to five (5) days of release time off without loss of pay to attend the convention.
- 8.7.2 The Employer may also grant permission to any employee to attend any conference or meeting that, in the judgment of the Employer, shall improve the employee's job effectiveness. Such leave shall be without loss of pay to the employee, with reimbursement for expenses as provided in Article 5, Section 5.10.2.
- 8.8 BREAK IN SERVICE:
- 8.8.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 8.9 PAID LEAVES: The Employer has the right to verify that any leaves taken by unit members be in compliance with the applicable terms and conditions stated in the Agreement.

LEAVES WITHOUT PAY OR PARTIALLY PAID

- 8.10 MATERNITY LEAVE: An employee anticipating maternity leave shall notify her supervisor four (4) months before expected delivery.
- 8.10.1 The employee may continue employment throughout her pregnancy as long as she is able to perform her required duties.
- 8.10.2 The Employer may require the employee to undergo an independent physical examination by a doctor from a list submitted by the Merced County Medical Association to validate statements from the employee's medical doctor. Such examination shall be at the expense of the Employer.
- 8.10.3 The employee may utilize accumulated sick leave days for pregnancy-related disability when verified by a medical doctor.
- 8.10.4 Maternity leave shall be for a maximum period of six (6) months.
- 8.11 ADOPTION LEAVE: An employee who is adopting a child may apply for unpaid leave for the purpose of processing the adoption.
- 8.12 PARENTAL LEAVE: An employee who is the natural or adoptive parent of a child shall be entitled to a paid, partially paid, or unpaid leave of absence in accordance with California law for the purpose of rearing his/her child upon the approval of the Employer. Such leave shall be for the maximum period of three (3) months. The employee shall give the Employer four (4) weeks notice prior to the anticipated date on which the leave is to commence. [Revised 4-10-19]
- 8.13 FAMILY CARE LEAVE: Consistent with the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA), employees will be allowed to use all leave banks in lieu of payroll deduction. [Added 8-21-03]
- 8.14 GENERAL LEAVE: When no other leaves are available, a leave of absence may be granted to an employee on a paid, partial-paid or unpaid basis at any time upon any terms acceptable to the Employer and the employee.
- 8.15 LEAVE OF ABSENCE FOR STUDY: An employee who has completed seven (7) consecutive years of service in regular status may be eligible to apply for a leave of absence for study purposes.
- 8.15.1 Any leave granted and taken under this rule shall not constitute a break in service for any purpose.
- 8.15.2 If a leave is granted, the employee will be paid, as a minimum, the difference between what his/her salary or wage would have been had he/she not been on leave and the salary paid the substitute employee.
- 8.15.3 The Employer shall provide application forms listing information required by the Employer before granting study leaves.
- 8.15.4 The employee must file the application with the Superintendent, along with an agreement that he/she will serve the Employer for two years after termination of the leave.

- 8.15.5 The Employer may prescribe standards of service, which shall entitle the employee to the leave.
- 8.15.6 No more than one (1) study leave of absence shall be granted in each five-(5) year period.
- 8.16 LEAVE OF ABSENCE FOR RETRAINING: In the event positions are abolished for any reason, the Employer may provide for retraining of displaced employees.
- 8.16.1 Retraining leave cannot be granted to an employee who has not served at least three (3) consecutive years preceding the granting of the leave.
- 8.16.2 The Employer shall prescribe the training program and may provide the program internally or designate the institution or place where the program is to be given.
- 8.16.3 The employee shall be considered a permanent employee for all purposes during the period of the retraining program and shall receive his/her normal compensation and benefits.
- 8.16.4 The Employer shall provide for reasonable expenses necessary for the prescribed retraining but may recover costs from the employee if he/she fails to complete the prescribed retraining program.
- 8.17 BREAK IN SERVICE: Any leave of absence granted under this Agreement shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall the employee earn vacation pay, sick leave, holiday pay or other benefits provided under this Agreement.
- 8.18 RIGHT TO RETURN: The employee shall have the right to return to his/her position at the expiration of his/her leave of absence.
- 8.18.1 The employee shall have the right to return to his/her position prior to the expiration date of the leave after notifying the Employer in writing.
- 8.19 REINSTATEMENT AFTER LEAVE OF ABSENCE: Upon returning from any leave of absence, the employee shall assume the duties of his/her absented position, provided that during the period of absence there has been no change in the employee's capacity to meet the requirements of the position.
- 8.19.1 If the position occupied by the employee prior to taking a leave of absence is no longer in existence, the employee shall be assigned a position in his/her class, or a related class, and he/she shall have bumping and seniority rights in the same manner as if there were a reduction in force.
- 8.19.2 Any employee who returns from a leave of absence and is unable, for personal or physical reasons, to return to his/her former classification shall be placed on the reemployment list.
- 8.20 LEAVES WITHOUT PAY: The Employer has the right to verify that any leaves taken by unit members be in compliance with the applicable terms and conditions stated in the Agreement.

ARTICLE 9 - CHANGE OF STATUS: TRANSFER

9.1 **POSITION TRANSFERS:** A request for a transfer to another position shall be made in writing to the Human Resources Department. Such transfer requests shall be made with the knowledge of the Assistant Superintendent or supervisor. Upon receipt of the request for a transfer, the supervisor or Assistant Superintendent concerned will discuss the transfer with the person in charge of the department in which the transferee desires to be transferred. Final authorization for all transfers will be upon the recommendation of the supervisor responsible for the particular area of the assignment receiving the transfer and the Assistant Superintendent, Human Resources or his/her designee.

9.1.1 The following procedure regarding Employee Initiated Transfers and MCOE form P-221, Revised 7/91, shall be used to complete and process the Employee Transfer form for classified employees:

- a) Employee completes the first five (5) items and submits the form to his/her supervisor. Be sure to indicate the Date of Request and fill out each item completely.
- b) Supervisor discusses the transfer with the employee, completes item six (6) and forwards the form through any intermediate supervisors to the current Assistant Superintendent. Immediate supervisors will initial in item six (6); if additional comments are desired, attach them to the transfer form and sign on the attached sheet.
- c) Assistant Superintendent discusses the transfer with the supervisor, and completes item seven (7). If the transfer is departmental, then the current Assistant Superintendent coordinates the form through the new supervisor (item 8) and also signs in item nine (9).
 1. If the transfer is between departments, the current Assistant Superintendent forwards the transfer form to the Assistant Superintendent whose department the employee wishes to transfer.
 2. The proposed new supervisor, and/or proposed new Assistant Superintendent completes items eight (8) and nine (9) on the form, then forwards the request to the Human Resources Office.
- d) If items six (6) through nine (9) on the form read “approved” and item ten (10) reads “acceptable”, the employee shall transfer into the next vacancy at the requested site.
 1. Employees will not be eligible for transfers for thirty (30) calendar days after the transfer request has been submitted.
 2. Approved transfer requests will remain on file for one (1) year. Whenever a vacancy is determined and a position is requested, the Human Resources Office will coordinate possible transfers before the vacancy notice is posted.
- e) If any one of items six (6) through ten (10) read “do not approve” and/or “unacceptable” the employee may not be transferred.
- f) Mutual agreement transfers by the employees may be requested for sixty (60) days after the effective date of a layoff, provided at least one of the requesting employees was displaced/re-assigned as a result of the layoff. Employees must initiate this action by completing the employee transfer form by writing “mutual agreement transfer” in item five (5). Both transfer requests, with corresponding employee dispositions, will be

forwarded to the current Assistant Superintendent (coordinate if different departments), then to the Human Resources Office. All of the above instructions apply except for the thirty (30) day rule in item d (#1).
[Added 8-21-03]

- 9.2 WORK LOCATION TRANSFERS: The Employer/District may transfer an employee from a position at one worksite to a position of the same class at another worksite. The selection of the unit member to be involuntarily transferred shall be based upon the following criteria:

[Revised 10-4-06]

- Certification for the position.
- Training, skills and experience as it relates to this position.
- Needs of the District.
- If the above factors are equal, the unit member with the least seniority will be transferred.

[Added 10-4-06]

- 9.2.1 An employee's worksite is subject to change upon thirty-(30) days written notice given in accordance with the following:

[Revised 10-4-06]

- The notice must inform the Employee of the reason for the transfer.
- The notice must inform the Employee of the effective date of the transfer.
- The notice will be mailed via certified mail to the Employee at the address which appears on the Employee's most recent payroll check.

[Added 10-4-06]

- 9.2.1.1 General Utility Workers: General Utility Workers may be temporarily (30 days or less) transferred to any site within twenty (20) miles of the maintenance and operations office as needed with a minimum of five (5) days advanced written notice.

[Added 8-21-03]

- 9.3 INTERDEPARTMENTAL TRANSFERS: A transfer of an employee from a position in one department to a position of the same class in another department may be made at any time by the Superintendent providing the employee agrees.

- 9.4 SALARY ADJUSTMENT - Temporary Change of Assignment: An employee may be temporarily assigned the duties and responsibilities of a higher or lower classification, but in no case may such change be in effect for more than five (5) working days without an upward adjustment in salary for the entire period he/she is required to work out of classification.

- 9.5 ANNIVERSARY DATE - Transfer or Change of Assignment: In case of the transfer or assignment of an employee from one position to another in the same range, the employee shall retain his/her anniversary date.

- 9.6 MEDICAL TRANSFERS: The Employer may give alternative work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternative work may constitute promotion, demotion or lateral transfer to a related class.

ARTICLE 10 - GRIEVANCE PROCEDURES

10.1 DEFINITIONS:

10.1.1 A "grievance" is an allegation by an employee, or employees, of the bargaining unit that there has been a violation, misapplication or misinterpretation by the Employer of the specific provisions of this Agreement which has adversely affected the grievant.

10.1.2 A "grievant" may be any member of the bargaining unit.

10.1.3 An "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.

10.2 PROCEDURES: Grievances shall be handled in the following manner:

10.2.1 Informal Stage: Within fifteen (15) days after the occurrence or omission giving rise to the grievance, an aggrieved person shall first discuss the grievance with the immediate supervisor.

10.2.2 Level One: If the aggrieved person is not satisfied with the disposition of the grievance at the informal stage, or if no decision has been rendered within five (5) working days after presentation of the grievance, he/she may file the grievance, on the appropriate form, with the CSEA Job Representative and the appropriate supervisor within ten (10) working days after the decision at the informal stage. Within five (5) working days after receipt of the grievance, the immediate supervisor shall meet with the aggrieved person with the objective of resolving the matter. CSEA's designated grievance representative may be present at the option of the aggrieved person.

10.2.3 Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) working days after presentation of the grievance, he/she may appeal the grievance to the Assistant Superintendent within ten (10) working days after the decision at Level One. Within five (5) working days after receipt of the grievance by the Assistant Superintendent, the said person, or his/her designee shall meet with the aggrieved person and representative(s) of CSEA in an effort to resolve it.

10.2.4 Level Three: If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) working days, he/she may appeal the grievance to the Superintendent. Within five (5) working days after receipt of the grievance, the Superintendent shall meet with the aggrieved person and CSEA representatives in an effort to resolve it. The decision shall be final.

10.3 GRIEVANCE PROCESSING: A CSEA representative shall be given release time to process grievances beginning at Level Two of the formal grievance proceedings.

ARTICLE 11 - SAFETY

- 11.1 COMPLIANCE: The Employer and CSEA agree to comply to and with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

ARTICLE 12 - EVALUATIONS/PERSONNEL FILES

- 12.1 PROBATIONARY PERIOD: Each classified employee in the bargaining unit initially employed on or after July 1, 2020 shall serve a probationary period not to exceed six (6) months or 130 days, of paid service, whichever is longer. The probationary period is the initial service in a regular assignment, excluding temporary, limited term, restricted, casual, substitute, or as-needed employment.
- 12.1.1 “Days of paid service” as used in this section through and including section 12.3.1 mean days actually worked, vacations and holidays, but excludes leaves of absence related to illness, industrial accident or pregnancy.
- 12.2 PROMOTIONAL PROBATIONARY PERIOD: Whenever a permanent employee is assigned to a new job classification, such assignment shall be for an initial promotional probationary period, not to exceed four (4) months or 87 days, whichever is longer. During this promotional probationary period, an employee may be reassigned to his/her former classification upon request of the employee or the supervisor.
- 12.3 PROBATIONARY & PROMOTIONAL PROBATIONARY EMPLOYEES EVALUATIONS: Evaluations for each employee shall be completed at regular intervals. For probationary employees, the initial evaluation must be completed at the end of the second (2nd) full month of employment and at the end of the fifth (5th) month of employment or prior to the end of the six (6th) month/130 days of paid service whichever is longer. For promotional probationary employees, the initial evaluation must be completed at the end of the second (2nd) full month of employment and prior to the end of the fourth (4th) month/87 days, whichever is longer.
- 12.3.1 The Probationary Employee’s fifth month evaluation shall contain the Evaluator’s recommendation concerning permanency.
- 12.4 PERMANENT EMPLOYEES EVALUATIONS: Every permanent employee shall be evaluated at least every two (2) years from the date of the last evaluation.
[Revised 8-21-03]
- 12.4.1 Nothing in this section shall preclude evaluations more often than every two (2) years when performance indicates the need for additional assistance.
- 12.4.2 In the event the employee is not evaluated within the review period, work performance will be deemed satisfactory.
- 12.4.3 Evaluations shall be conducted by a supervisor who has first-hand knowledge of the employee’s performance.
[Added 8-21-03]
- 12.5 Prior to transfer, dismissal, or at the time of resignation of an employee, the supervisor should complete an evaluation form, even though such an evaluation may be out of phase with the normal evaluation schedule.
- 12.6 Each completed evaluation must possess the supervisor's signature and date. It is desirable that each evaluation form also includes the employee's signature. Should the employee choose not to sign the form, the supervisor completing the evaluation should note the date when the evaluation was discussed with the employee and include a statement indicating that the employee chose not to sign.

- 12.7 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.
- 12.8 The employee shall have the right to review and respond to any derogatory evaluation or any portion of the evaluation that he/she feels does not reflect the quality of his/her performance. In such cases, the employee and the supervisor shall request an evaluation review by the Assistant Superintendent.
- 12.9 Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.
- 12.10 Every employee shall have the right to inspect such materials upon reasonable request.
- 12.11 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, with no loss in compensation for the employee.
- 12.12 Upon written authorization by the employee, a designated representative of CSEA shall be permitted to examine and/or obtain copies of materials in such employee's personnel file.
- 12.13 In the event the employee disagrees with the evaluation, the employee may appeal to the Deputy Superintendent, Human Resources, for final determination.
[Added 8-21-03]

ARTICLE 13 - SEVERABILITY

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

ARTICLE 14 - ENTIRE AGREEMENT

- 14.1 The Employer shall not be bound by any requirement, which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the Employer is not bound by any past practices of the Employer, or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.
- 14.2 CSEA and the Employer agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that, during the term of the Agreement, neither the Employer nor CSEA will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in Article 28 of this Agreement.

ARTICLE 15 - LAYOFF AND REDUCTION IN HOURS

15.1.1 DEFINITIONS:

15.1.1 Layoff: Layoff is defined as an involuntary separation from service with the Employer whether of definite duration or of indefinite duration.

15.1.2 Reduction in Hours: Reduction in hours is defined as either a reduction in the number of hours worked per day, per week, per month or per year. A reduction in hours does not involve a separation from service.

15.1.3 Class/Classification: "Class" or "classification" is defined as a position's job description plus the salary range to which the position is assigned.

15.1.4 Seniority or Length of Service: "Seniority" or "length of service" shall be based upon date of hire within Class/Classification.. Revised 11-30-87/12-10-07

15.2 CONDITIONS FOR LAYOFF AND REDUCTION IN HOURS:

15.2.1 Employees may be laid off for the following reasons: (a) reduction or elimination of service; (b) lack of work; (c) lack of funds; (d) the expiration or reduction of a specially funded program; (e) actual and existing financial inability to pay salaries of employees; (f) lack of work resulting from causes not foreseeable or preventable by the Employer. (Education Code Section 45117)

15.2.2 Employees are subject to reduction in hours for any or all of the same reasons enumerated in Section 15.2.1 above. (please refer to section 15.8) Revised 11-12-10

15.3 SCOPE AND ORDER OF LAYOFF: Layoffs will be accomplished in accordance with the Education Code 45117, 45298 and 45308 procedures.

15.3.1 Order of Layoff: The order of layoff shall be based on seniority within the class plus higher classes. The employee with the least seniority within the class plus higher classes shall be laid off first.

15.3.2 Method for Determining Seniority in Case of a Tie: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority; and if that is equal, then determination shall be made by lot.

15.3.3 Seniority List: The Employer will provide two (2) seniority list per year to CSEA. A copy of the seniority list will also be provided to each Assistant Superintendent and Program Coordinator for posting in a central location. This list will be provided to CSEA and the Assistant Superintendents and Program Coordinators by April 1 and November 1. In the event of layoffs, updates of affected classes will be provided to CSEA.

15.5 NOTICE OF LAYOFF:

15.5.1 Procedures: Employees affected by a layoff shall be given notice as set forth below. On the same day the layoff notices are mailed, CSEA Chapter will be provided with a copy of the layoff notice and a list of the names of the employees to whom the notice was sent.

- a. Employees shall be given written notice of layoff not less than sixty (60) days prior to the date of the layoff except under conditions set forth in b, c and d below. [Revised 8-21-03]
- b. When a specially funded program is to expire at the end of a school year, notice of layoff must be given on or before April 29. If the expiration date of the specially funded program is not known to be the end of the school year, then notice of layoff because of expiration of the specially funded program must be given sixty (60) days prior to the effective date of the layoff. [Revised 8-21-03]
- c. In the event of an actual and existing financial inability to pay salaries, the notice requirements of a and b do not apply. (Education Code Section 45117)
- d. An employee may also be laid off without the notice set forth in a and b as a result of lack of work resulting from causes not foreseeable or preventable by the Employer. (Education Code Section 45117)

15.5.2 Content of Notice Concerning Layoff:

- a. The notice must inform the employee of the reason for the layoff.
- b. The notice must inform the employee of the effective date of the layoff.
- c. The notice must inform the employee of displacement rights, if any.
- d. The notice must inform the employee of re-employment rights.

15.5.3 Method of Mailing: The notice(s) referred to in this Article will be mailed via certified mail to the employee at the address which appears on the employee's most recent payroll check.

15.6 DISPLACEMENT RIGHTS:

- 15.6.1 Employees affected by layoffs maintain the right to displace other employees in the class with less seniority.
- 15.6.2 In lieu of layoff, a senior employee has the right to bump a junior employee in a lower class in which the first employee has previously served. The senior employee must volunteer to take this assignment.
- 15.6.3 An employee subject to layoff may voluntarily accept a reduction in assigned time in lieu of layoff. Assigned time means the number of hours per day, days per week or days per year worked by the employee.

15.6.4 Displacement rights must be exercised within ten (10) days of notice of layoff. The employee must inform the Employer in writing of his/her intention to exercise his/her displacement rights.

15.6.5 An employee displaced by a senior employee shall have the same rights of displacement as though he/she was being laid off.

15.7 RE-EMPLOYMENT RIGHTS:

15.7.1 Persons laid off are eligible for re-employment to their previous position for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

15.7.2 Persons laid off shall have the right to participate in promotional examinations within the district for a period of thirty-nine (39) months.

15.7.3 Employees who take voluntary demotions or voluntary reductions of assigned time in lieu of layoff shall maintain re-employment rights for sixty-three (63) months, provided that the qualifications for the position are the same or less than the qualifications required for the employee to qualify for appointment to the class.

15.7.4 Individuals on a re-employment list shall have ten (10) days to respond to a written offer sent by certified mail beginning with the day it is deposited in the U.S. Mail to the most recent address supplied to the District by the employee.

15.7.5 If an employee on a re-employment list declines an offer of re-employment in his/her former classification, his/her name shall be removed from the re-employment list.

15.7.6 Offers of re-employment shall be made in reverse order of layoff as vacancies occur in the class for which the laid off employee is qualified. These offers shall be given by certified mail.

15.7.7 An employee shall be re-employed in the highest rated job classification available in accordance with the employee's class seniority. Employees who accept a position lower than their highest former classification shall retain their original thirty-nine (39) month rights to the higher paid position.

15.8 NEGOTIATIONS:

15.8.1 CSEA shall be given five (5) days advance notice of any impending layoff or reduction in hours. After five (5) days the Employer shall give notice of layoff or reduction in hours to the affected employees.

15.8.2 Should CSEA desire to negotiate the effects of layoff or the decision or the effects of a reduction in hours, these negotiations will commence within 48 hours after receipt of a request to negotiate from CSEA. At the first negotiating session, the Employer shall present a calendar of at least five (5) four (4) hour sessions to negotiate the effects of layoff or the decision or the effects of a reduction in hours. If agreement is not reached within thirty-five (35) days from the date of the initial notice to CSEA, the Employer shall have the right to proceed with the layoff or the reduction in hours.

- 15.9 CONTINUATION OF INSURANCE COVERAGE BY EMPLOYEES LAID OFF OR REDUCED IN HOURS AND ON RE-EMPLOYMENT LIST: Employees who are laid off or who have their hours reduced shall continue to receive health, dental and vision benefits for the month during which the notice is given and for the next month following, or for such longer period as the Employer may have paid the premium. After expiration of Employer paid benefits, employees who are on a thirty-nine (39) month re-employment list may convert to an individual Blue Cross plan at their own expense. Employees may also continue their vision and dental insurance coverage for three (3) months at their own expense.
- 15.10 RETIREMENT IN LIEU OF LAYOFF: Any classified employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of re-employment rights as provided in this Agreement, provided written notification is given to the Employer of such election. (Education Code Section 45115)
- 15.11 IMPROPER LAYOFF: Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 15.12 JOB SEARCH: Employees who are notified of a layoff for a definite period of time shall be entitled to two (2) half days of release time for the purpose of seeking employment. This release time shall not be used for any other purpose. Employees who are notified of a lay off for an indefinite period of time shall be entitled to five (5) half days of release time for the purpose of seeking employment.

ARTICLE 16 - CLASSIFICATION/RECLASSIFICATION

- 16.1 The employer will use a point factor system of job measurement when classifying or aligning current and proposed positions. Reclassification requests can be made by either the employee or the Employer in accordance with administrative policies and procedures presently in effect. See Appendix B for Reclassification Request Application. [Revised 12-6-16]
- 16.1.1 The Employer and CSEA agree to establish a committee of three (3) CSEA members and three (3) Employer representatives to periodically review job descriptions and classifications. The committee members will be given release time for this study.
[Revised 8-21-03]
- 16.1.2 CSEA maintains the right to negotiate the salary placement of new positions.
- 16.1.3 When an employee is reclassified, he/she goes to the first step of the new salary range that gives them a raise of at least five (5) percent. If the employee's anniversary date falls within a month of the effective date of the reclassification, the employee shall be placed on the step in the new range that gives the employee a raise in salary above what he/she would have made as a result of the anniversary raise.
[Revised 4-25-06]

ARTICLE 17 - SUSPENSION

- 17.1 Discipline shall be for just cause only.
- 17.2 Progressive discipline shall be used.
- 17.3 Before discipline is imposed, the unit member shall be given a written statement of charges indicating the facts and causes alleged, the disciplinary action proposed and notice of the right to appeal such discipline by filing a grievance at Level Three (3) of the grievance procedure Article of the Contract.
- 17.4 Discipline under this Article is limited to suspensions of fifteen (15) days or less without pay.
- 17.5 An employee who is charged with a mandatory leave of absence offense as defined in Education Code Section 45304(b) shall be placed on leave of absence subject to all the rules and regulations pertaining to such leaves as set forth in Education Code Sections 44940 and 44940.5. An employee who is charged with an optional leave of absence offense as defined in Education Code Section 45304(b) may be placed on leave of absence as set forth in Education Code Sections 44940 and 44940.5.
[Revised 8-21-03]
- a. An employee placed on such an unpaid leave of absence shall be considered to be on “compulsory leave” and subject to all the rules and regulations pertaining to such leaves as set forth in Education Code Sections 44940 and 44940.5.
 - b. The parties agree that these code sections shall apply to the MCOE even though it is not a merit system district.

ARTICLE 18 – ADVISORY ARBITRATION OF DISCIPLINARY ACTION

- 18.1 CSEA may request, or the Superintendent may select, Advisory Arbitration of any disciplinary action proposed against a classified employee(s) resulting in a suspension or dismissal.
- 18.2 Following the employee(s) Skelly hearing, CSEA shall make the request in writing to the Assistant Superintendent, Human Resources within fifteen (15) days of receipt of the Assistant Superintendent's, Human Resources decision to go forward with proposed disciplinary action.
- 18.3 CSEA and the Employer may mutually agree to an arbitrator. If CSEA and the Employer fail to agree upon an arbitrator, then CSEA and the Employer shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Services. CSEA and the Employer shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of strike shall be determined by mutual agreement or by a flip of a coin.
- 18.4 The fees and expenses of the arbitrator shall be borne equally by CSEA and the Employer.
- 18.5 If CSEA requests Advisory Arbitration, the proposed disciplinary action shall be held in abeyance pending the decision of the arbitrator.
- 18.6 If CSEA does not request, or the Superintendent does not select, Advisory Arbitration of the disciplinary action, CSEA shall have the right to appeal the proposed discipline to the County Superintendent of Schools. The appeal procedure shall be that provided by MCOE Policy 4218.
- 18.7 If Advisory Arbitration is selected, the arbitrator shall, as soon as possible, hear evidence on the proposed disciplinary action. After the hearing, both parties shall have an opportunity to make written arguments. The arbitrator shall submit, within thirty (30) days and to all parties, his/her written decision unless both parties waive this right. The County Superintendent of Schools shall act upon the arbitrator's decision.

ARTICLE 19 – YEAR ROUND EDUCATION

- 19.1 CSEA agrees that single and multi-track, year round calendars may be initiated throughout the MCOE service regions. After a site has been designated by a district or MCOE as a year round site, the work year shall become effective on July 1 of the year round schedule, or as mutually agreed.
- 19.2 MCOE's staff must follow students. Example: If school district is going year round, "Migrant, ROP, Special Education," and other MCOE program/staff would have to be year round. Below are examples of the most commonly used calendars used by districts:
- 45-15 Single Track Plan
One track of four (4) 9-week terms separated by four (4) 3-week vacation periods.
 - 45-15 Multiple Track Plan
Similar, except that 2 to 4 tracks are used and vacation periods are rotated.
 - 45-15 Flexible Plan
Can be operated on either the single or multiple track system with an additional advantage of allowing for individualized curriculum.
 - 60-20 Plan
A variation of the 45-15 and can be operated on either a single or multiple track system.
 - 90-30 Plan
Two (2) 90-day semesters separated by a 30-day vacation period.
 - Concept 6
Six (6) terms of approximately 43 days each. Students are divided into 3 groups and 1 group is always on vacation.
 - Modified Traditional
School is in session from the beginning of August through the end of May. Off session periods are observed during June and July, two weeks in October and March, and one week in December.
 - Quarter Plan
Divides the calendar into 4 twelve-week periods of time: fall, winter, spring and summer. Students may select, or are assigned, to any combination of 3 of the 4 quarters. They may attend the fourth on voluntary basis, either on or off campus.
 - Rainbow Calendar
An employee may be assigned to a rainbow calendar to provide services to more than one track or to a combination of year round and traditional sites. A year round employee on an assigned track intersession who is available for the entire period of summer school or independent home study will be paid the summer hourly rate.
- 19.3 Any employee who suffers a reduction in hours, as defined in Article 15.1.2 of the Contract, due to a change from a traditional school calendar to a year round calendar shall be entitled to all of the rights, privileges and procedures as specified in Article 15 of the Contract.

- 19.4 Employees currently assigned to a newly designated year round site shall be offered the opportunity to remain at the site prior to adjusting the position district-wide.
- 19.5 Employees currently assigned to a newly designated year round site, who do not wish to remain at the site, shall be given first consideration for other vacancies in the district for which they are qualified.
- 19.6 The accrual rate of employee benefits for year round site(s) shall be in accordance with the current collective bargaining agreement.
- 19.7 It is recognized that the year round school schedule is new and may require modification to provide a quality education for students. Modifications will be discussed with the affected parties.
- 19.8 Year round employees shall not be able to “bump” other employees while on assigned track recess period.
- 19.9 Track Assignments
- 19.9.1 Unit members will be assigned to track (1st year) by the Assistant Superintendent/Coordinator using the following procedure:
- a) After identifying grade level, bilingual/migrant and other track level needs, the Assistant Superintendent/Coordinator will develop a corresponding master calendar and then hold meetings by grade level or groupings to discuss track preferences.
 - b) If mutual agreement is reached, the unit member’s track assignment selection shall stand.
 - c) If mutual agreement cannot be reached by the unit members or track schedule requirements have not been met, the initial track assignment will be made by the Assistant Superintendent/Coordinator using the following criteria:
 - Training
 - Experience in grade level
 - Experience at the school site
 - Track assignment of spouse if assigned to YRE
 - Track assignment of child(ren) if enrolled in YRE
 - Length of service and performance within MCOE
 - If all things still remain equal, the Assistant Superintendent/Coordinator will determine track placement
- 19.9.2 If an employee does not agree, the employee has three (3) working days to appeal (in writing) the decision to the Assistant Superintendent, Human Resources, whose decision shall be final.
- 19.9.3 Track assignments for the following year shall be completed by the Assistant Superintendent/Coordinator as soon as possible after districts make information available.

- 19.10 Communication: The Coordinator shall be responsible to forward MCOE communication to off-track and unscheduled unit members.
- 19.11 Substitutes: Unit members on assigned track recess periods may request to serve as substitutes at any site by providing notification to the department or area office.
- 19.12 Staff Development
 - 19.12.1 Unit members assigned to YRE shall be provided with reasonable opportunity to participate in workshop sessions and staff development activities during their assigned track recesses or unscheduled work days.
 - 19.12.2 MCOE shall have no obligation to provide additional compensation to unit members who voluntarily participate in such programs/activities during their assigned track recess period or unscheduled work days.
- 19.13 Termination of Year Round School: If MCOE or a district adopts and implements a year round education program and then later decides to eliminate part or all of such program, it shall give reasonable prior notice to the Association so that MCOE and the Association can explore possible solutions to the problems that some unit members may have with the change in the schedule/or payroll.
- 19.14 All elements of Master Agreement not specifically altered, changed, restated or enumerated herein for purposes of YRE shall remain in full force and effect for all unit members.
[Added 8-21-03]

ARTICLE 20 – FITNESS FOR DUTY

- 20.1 The Employer reserves the right to request a fitness for duty release from employees returning from extended illness leave, re-employment from the 39-month re-employment list, or when an employee's behavior creates a reasonable threat to the safety of the employee, other employees or students.
- 20.2 In the event the Employer requests a fitness for duty evaluation, the employee will be placed on paid administrative leave until such time as the evaluation is completed.
- 20.3 The Employer shall bear the cost of the fitness for duty evaluation from the employee's physician.
- 20.4 In the event the Employer requests a second review, the employee will remain on paid administrative leave until the evaluation is completed.
[Added 8-21-03]

ARTICLE 21 – PERSONNEL WITH DISABILITIES

- 21.1 The Merced County Office of Education is committed to support the Americans with Disabilities Act (ADA). The ADA prohibits Employers from discriminating in employment against individuals with disabilities. Additionally, it requires employers to take affirmative action to employ otherwise qualified persons with disabilities, if reasonable accommodations can be made so that the employee can perform the essential functions of a job without undue burden to the Employer.
[Added 8-21-03]

ARTICLE 22 – CATASTROPHIC LEAVE

22.1 The purpose of the sick leave donation is to provide paid sick leave to unit members of the bank in cases of incapacitating personal illness or personal injury of the member or an immediate family member. Sick leave grants may only be used after all accumulated leave and vacation has been used. The definition of sick leave shall be: leave that is granted to a member who through personal illness, injury, or quarantine is unable to perform the duties of his/her position. This does not cover cosmetic or elective surgery.

The existence of the sick leave donation and participation by a bargaining unit member in the bank does not negate or eliminate any other sick leave policies or bargaining agreement sick leave provisions of MCOE, nor does it in any way negate the rights of individual bargaining unit members who participate in the bank to other sick leave benefits.

Grants from the bank shall not exceed twenty (20) work days at a time or the employee's remaining duty days for that year if the duty days are less than twenty (20). In no case will the granting of leave from the bank cause an employee to receive more than his/her annual base salary.

It is the philosophy of the administration to encourage employees to return to work as soon as the doctor approves and releases the employee to do so. Individuals who have been on a grant of at least twenty (20) days, and whose doctor indicates they may return to work half time, may continue to receive approved grant days (half days).

No employee shall be considered eligible for compensation through the sick leave bank unless such employee was on duty or authorized absence including recess, holiday, or personal days on the duty day preceding the commencement of the disabling illness or injury.

In no event will a member receive more than a lifetime total of 200 days of bank leave while employed by the MCOE. If an employee does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the donor.

Bargaining unit members may donate eligible accrued leave benefits to an eligible employee when that employee or a member of the employee's immediate family suffers from a catastrophic illness or injury.

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave, vacation and other paid time off, including any temporary disability benefits, if applicable.

Eligible accrued leave benefits means sick leave accrued to the donating bargaining unit member. ("Sub difference" and "other entitlement" sick leave are not accrued paid leave benefits and are not eligible for donation.)

Eligible accrued leave benefits may be contributed to a bargaining unit member if all of the following requirements are met:

The bargaining unit member submits a request to the appropriate Assistant Superintendent, Human Resources that eligible leave credits be donated and provides verification of the catastrophic injury or illness. The bargaining unit member's next of kin, agent, or department head may make this request on behalf of a bargaining unit member that is unable to make such a request due to the catastrophic illness or injury. The request shall include a summary statement of the bargaining unit member's or family member's situation, that may be published to request donations in the event the request is approved;

A Catastrophic Leave Committee consisting of one (1) appointed classified unit member from Special Education, one (1) classified unit member from Alternative Education, one (1) appointed classified unit member from Migrant Education, and one (1) Assistant Superintendent, Human Resources, unanimously determines that the bargaining unit member is unable to work due to the bargaining unit member's or family member's catastrophic illness or injury, that the condition will necessitate the bargaining unit member's extended absence from work, and that the extended absence from work will create a financial hardship;

The bargaining unit member has exhausted all available paid leave benefits, including vacation and any temporary disability benefits, if applicable.

When a bargaining unit member's family member is suffering from a catastrophic illness or injury that requires the bargaining unit member to take time off work to care for the family member, the bargaining unit member shall request a waiver of the limitation on use of sick leave and vacation to care for the family member.

Catastrophic Leave Committee:

The Catastrophic Leave Committee will review requests for donation of eligible leave benefits for a bargaining unit member's catastrophic illness or injury.

The Committee may request a variety of information to verify the catastrophic injury or illness of the bargaining unit member or bargaining unit member's family member, including but not limited to:

Diagnosis and/or prognosis from the bargaining unit member's or family member's treating physician.

Estimated length of time the bargaining unit member will be unable to work due to bargaining unit member or family member's catastrophic illness or injury.

If family member justification of why the bargaining unit member is the only person available to care for the family member.

If other resources are available to relieve the hardship.

Possibility of bargaining unit member's eligibility for disability retirement benefits if bargaining unit member's disability is likely to be permanent.

Availability of other disability benefits that may be available for catastrophic injury or illness for a bargaining unit member's family member.

If the Catastrophic Leave Committee determines the bargaining unit member is unable to work due to the bargaining unit member's catastrophic illness/injury, and all eligibility criteria are met, the request to receive contributed eligible leave credit will be approved. Otherwise, the Committee will indicate the basis of denial of the request.

If the Committee determines that the bargaining unit member is unable to work due to bargaining unit

member family member's catastrophic injury or illness and the situation would entitle the bargaining unit member to receive eligible contributed leave credits if all available accrued leave and vacation were exhausted, the waiver will be approved. ("Sub difference" and "other entitlement" sick leave are not accrued paid leave benefits and are not available for family illness leave.) Upon exhaustion of accrued leave, if the catastrophic situation has not been resolved, the Assistant Superintendent, Human Resources will review the situation.

Bargaining unit member may be requested to provide an update on the family member's prognosis or condition. If the circumstances are not substantially changed since the Committee approval and the bargaining unit member's absence is expected to continue for an extended period of time, the bargaining unit member will be eligible to receive contributed accrued leave benefits. If the circumstances have substantially changed, the Assistant Superintendent, Human Resources may request that the Catastrophic Leave Committee review the new circumstances and determine if the bargaining unit member continues to be eligible to receive donated eligible leave credits.

The Assistant Superintendent, Human Resources on the Committee will notify the bargaining unit member of the determination of the Committee and notify bargaining unit members of the request for donation of eligible leave credits, if approved. The notice shall include a donation form, which may be completed and signed, authorizing the transfer of eligible leave credits to the bargaining unit member.

Upon approval granted above, the Assistant Superintendent, Human Resources on the Committee shall cause to be issued by the MCOE, a Call for Sick Leave Notice. The notice shall contain only a request for projected sick leave donations. A donation form shall be attached to the Notice.

Donation of Eligible Leave Benefits:

Six (6) hours is the minimum any bargaining unit member may donate and in hour increments thereafter.

Any number of days may be donated, but a minimum of fifteen (15) days accrued sick leave must be maintained in the donor's available sick leave balance after the donation.

Transfer of leave credits will be honored only upon written authorization of the donor. The written authorization shall acknowledge that the donor understands the transfer authorization is irrevocable and that the leave credits will not be available for certification to the retirement system and will therefore result in a reduction of the retirement service credit that would otherwise have been available at the time of retirement.

Distribution of Eligible Leave Benefits:

Assistant Superintendent, Human Resources shall account for and distribute donated sick leave. Sick leave authorization shall be posted to the donation account on a first received, first posted basis. Donated sick leave shall be posted in 20-day blocks. A maximum of one donated sick leave day/employee will be posted at a time with any additional donated sick leave days from same employee posted as needed to complete 20-day block or posted in next 20-day block for potential use.

Only authorized donated sick leave days used by recipient will be transferred to recipient. Donated sick leave days not used will not be transferred and will be returned to donor. No unused sick leave days will be left in an account.

[Added 8-21-03]

ARTICLE 23 – SEXUAL HARASSMENT

23.1 PURPOSE:

The Merced County Office of Education is committed to maintaining a work environment that is free from harassment. MCOE prohibits sexual harassment of employees by other employees, supervisor, or other persons, at work. MCOE also prohibits retaliatory behavior or action against persons who complain, testify, assist, or otherwise participate in the complaint process established in accordance with this policy.

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964, and California Education Code Sections 210 through 214, inclusive, and Government Code Sections 12900 et seq. (Fair Employment and Housing Act).

Therefore, MCOE strongly condemns, opposes, and prohibits sexual harassment of employees or applicants by any person whether verbal, physical, or environmental.

Any employee who violates this policy may be subject to discipline up to and including termination.

23.2 DEFINITION:

As used in this policy and regulation, “sexual harassment” means unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted, verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite gender, in the educational setting, made by anyone in or from the MCOE, when:

- a) Submission to the conduct is made expressly or implicitly a term of a condition of an individual’s employment, academic status, or progress.
- b) Submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual.
- c) The conduct has the purpose or effect of: unreasonably interfering with the individual’s work or academic performance; creating an intimidating, hostile, or offensive work or educational environment; or adversely affecting the other individual’s evaluation, advancement, assigned duties, or any other condition of employment, career development or academic progress.
- d) Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the educational institution.
- e) Other examples of actions that might constitute sexual harassment, whether committed by a supervisor or any other MCOE employee, include but are not limited to:
 - Unwelcome leering, sexual flirtations or propositions
 - Unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments or sexually degrading descriptions.
 - Graphic verbal comments about an individual’s body or overly personal conversations or pressure for sexual activity
 - Sexual jokes, stories, drawings, pictures, graffiti, gestures, or sexually explicit e-mails
 - Spreading sexual rumors
 - Massaging, grabbing, fondling, stroking or brushing the body
 - Touching an individual’s body or clothes in a sexual way

- Cornering, blocking, leaning over or impeding normal movements
- Displaying sexually suggestive objects or using sexual computer screen savers
- An act of retaliation against an individual who reports a violation of MCOE's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

23.3 DISSEMINATION OF POLICY:

This policy and related regulations will be disseminated to all employees at the beginning of the first semester of the school year and shall be provided to each new employee.

Additionally, this policy will be posted in a prominent place at each school and work site and at the MCOE office, and will become a part of every employee handbook and department manual.

All administrators and supervisors shall be knowledgeable of this policy and their responsibilities for its implementation.

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing or a copy of District information sheets which set forth, at a minimum, the following information:

- a) The illegality of sexual harassment.
- b) The definition of sexual harassment under applicable state and federal law.
- c) A description of sexual harassment, utilizing examples.
- d) The MCOE's complaint procedure available to employees.
- e) The legal remedies and complaint process available through the Department of Fair Employment and Housing and Equal Employment Opportunity Commission.
- f) Directions on how to contact the Department of Fair Employment and Housing and Equal Employment Opportunity Commission.

23.4 COMPLAINT PROCEDURE:

- a) Informal Resolution Process: To accommodate the unique nature of sexual harassment complaints, an informal process is provided for the primary resolution of a complaint at the earliest possible date. This process shall, at a minimum, include the following elements:

Employees shall first present their complaint to their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee may present his or her complaint to the next level of supervision. Upon receiving a sexual harassment complaint, the appropriate supervisor shall:

Counsel the alleged victim and outline the options available.

Obtain a factual written statement of the complaint.

Assist in follow-up investigation, interviewing the accused, witnesses, and supervisor, as appropriate, and recommending the disposition of the complaint.

The immediate supervisor or other appropriate supervisor/administrator will review the factual information collected to determine whether the alleged conduct constitutes sexual harassment, giving consideration to the record as a whole and the totality of the circumstances, including the nature of the sexual advances and the context in which the alleged incidents occurred, and will take and/or authorize appropriate action.

b) Formal Resolution Process:

(1) If the complaint is not resolved by the informal process to the satisfaction of the alleged victim, the following formal procedures are available:

The complaint shall be reduced to writing using the MCOE Complainant Form 24-1, and sent to the Assistant Superintendent, Human Resources, not the employee's immediate supervisor, within 10 working days of the completion of the informal process.

The Assistant Superintendent, Human Resources shall investigate the complaint and respond within 10 working days after receiving the complaint.

If the complaint is not satisfactorily resolved at the level of the Assistant Superintendent, Human Resources, the employee within 10 days of receipt of the Assistant Superintendent, Human Resources, may request that the complaint be reviewed by the Superintendent.

The Superintendent shall then take action deemed appropriate to resolve the situation including but not limited to, discipline, training, or other remedial measures.

An effort will be made to protect the privacy of the parties involved in a complaint. Files which pertain to complaints handled under the informal process shall be kept confidential and will not be made available to the general public.

Time limits may be extended by mutual agreement of the alleged victim and the person to whom the complaint is addressed at the respective level(s).

No retaliation of any kind will occur because an employee has made a sexual harassment complaint.

23.5 OBLIGATION OF ALL EMPLOYEES:

a) All employees shall report to their immediate supervisor any conduct on the part of other employees or non-employees, such as sales representatives or service vendors, who sexually harass any employee of the MCOE. Immediately following notification of the supervisor, the employee shall submit, in writing, a detailed and specific account of the incident, which will be used in investigating the allegation.

b) All employees shall cooperate with any investigation of an alleged act of sexual discrimination/harassment conducted by the MCOE or by an appropriate State or Federal Agency.

c) No employee of the MCOE shall take any action to discourage a victim of harassment

from reporting such an instance.

- d) Because different procedures apply after a formal governmental administrative charge or complaint is filed, any employee receiving such a charge or complaint is directed to deliver it to the Superintendent immediately.
[Added 8-21-03]

ARTICLE 24 – INVOLUNTARY OR NON-DISCIPLINARY DEMOTION

- 24.1 Whenever there is an involuntary or non-disciplinary demotion of a classified employee to a class with a lower pay range, such employee may be entitled to a pay step in the lower range corresponding in dollar amount to that which he/she held in the higher range and shall retain his/her anniversary date.
- 24.2 If there is no corresponding step reflecting the same dollar amount, then the employee's present salary may be frozen until such time as he/she qualifies for an increase.
- 24.3 The Superintendent shall determine the fiscal impact relative to the implementation of this article.
[Added 8-21-03]

ARTICLE 25 – PROFESSIONAL GROWTH

- 25.1 The Employer recognizes the benefits of a professional growth plan, both to the employee and the Employer. Several programs have been established to provide professional growth opportunities to employees. These include the Paraprofessional Teacher Training Program, the multi-level clerical series of positions, the advancement of Migrant Instructional Aides to Teacher Assistants, and the provision in the agreement for a leave of absence for the purpose of study.
- 25.2 The Employer agrees to consider requests by employees for specific staff development opportunities. Requests for staff development opportunities shall be made to the Assistant Superintendent for each program. Responses to individual requests, including the reasons for denial of requests, will be provided within a reasonable period of time.
[Added 8-21-03]

ARTICLE 26 – COMPLAINTS

Complaints alleging discrimination due to protected activity or against programs operated by the Merced County Office of Education will be addressed through the MCOE Uniform Complaint procedure. Complaints alleging a violation of the terms of this agreement shall be addressed through the Grievance Procedure. All other complaints by bargaining unit members will be addressed as provided in this Article.

Level I - Informal

No later than thirty (30) days after the date of the event giving rise to the complaint or no later than thirty (30) days after the complainant knew or should have known of the event giving rise to the complaint, the complainant shall attempt to resolve the complaint by discussing the complaint with the immediate non-bargaining unit supervisor.

The supervisor shall hold a meeting to discuss the complaint no later than ten (10) days after presentation of the informal complaint by the complainant. The supervisor shall provide a verbal response to the complainant as soon as possible after the Level I meeting.

Level II – Formal

If the complaint is not resolved at Level I, the complainant may file a written complaint with the immediate non-bargaining unit supervisor no later than ten (10) days after receiving the response at Level I.

The written complaint shall include the following:

1. a detailed description of the grounds for the complaint including names, dates, places and times;
2. the specific policy, rule or procedure violated, if applicable;
3. the proposed remedy sought;
4. the name, classification, mailing address and signature of the complainant;
5. the name and telephone number of the representative, if any; and
6. the date of submission of the complaint

The supervisor shall hold a meeting with the complainant and representative, if any, at a mutually acceptable time and location within ten (10) days after receipt of the written complaint. The supervisor shall respond in writing to the complainant no later than fifteen (15) days after the Level II meeting.

Level III – Formal

If the complaint is not resolved at Level II, the complainant may file a written complaint with the Assistant Superintendent, Human Resources, no later than ten (10) days after receiving the response at Level II. Within ten (10) days of receiving the written complaint, the Assistant Superintendent, Human Resources, shall hold a meeting with the complainant and representative, if any, at a mutually acceptable time and location.

The Assistant Superintendent, Human Resources, shall respond in writing to the complainant no later than fifteen (15) days after the meeting with complainant and representative. The decision of the Assistant Superintendent, Human Resources, shall be final.

General Provisions:

1. Failure of the complainant to comply with the time limitations of this Article shall render the complaint null and void and bar subsequent filing of this complaint. Failure by the appropriate supervisor to timely respond to this Article shall permit the complaint to be filed at the next level.
2. Time limits set forth in this Article may be extended by mutual agreement. If the complainant, representative, if any, or appropriate administrator is on a leave for seven (7) days or more, but less than one year, the time limits shall be extended by the length of time of such leave.
3. In cases where it is necessary for the complainant or his/her representative to have access to information for the purpose of investigating a complaint, the complainant or his/her representative shall make a written request for such information to the appropriate administrator.
4. The processing of complaints filed and unresolved prior to the effective date of the Agreement may continue under the complaint procedure in effect at the time of the initial filing.
5. A complainant may withdraw a complaint at any time. The complainant shall not file any subsequent complaint on the same alleged incident.
6. The parties, by mutual agreement, may consolidate complaints on similar issues at any level.
7. By mutual agreement, a complaint may be filed at the level at which the authority to resolve the complaint resides.
8. After the complaint has been filed, a representative and the complainant shall be provided reasonable release time for the purpose of preparation and presentation of the complaint.
9. Both parties agree that all complaint files shall be confidential. Both parties agree that specific statements made and records used in complaint meetings shall be confidential.
10. An employee may present complaints and have such complaints adjusted without the intervention of the Union provided such adjustment is not inconsistent with the terms of a written agreement then in effect and provided that the Employer will not agree to a resolution of the complaint until the Union has received a copy of the complaint and the proposed resolution, and has been given the opportunity to file a response.

[Added 8-21-03]

ARTICLE 27 – EARLY RETURN TO WORK

It is the desire of the Merced County Office of Education to assist injured employees to return safely from disability to full duty and, at the same time, to contain workers compensation costs. An early return-to-work program is an essential component of MCOE's efforts to attain these results.

Benefits of Implementing an Early Return-to-Work Program:

Experts in the field of rehabilitation acknowledge that minimizing lost time is important to enhancing both the psychological and physical healing of injured workers. When an injured worker can return to work and be productive, the result will be a decrease in lost time from work. More importantly, employees move from a disability environment with disability stimulus to a work environment with a wellness stimulus.

An early return-to-work program is a widely recognized cost containment tool and will benefit the employer by reducing costs in:

1. Temporary and permanent disability payments
2. Medical claims
3. Rehabilitation
4. Litigation
5. Premiums (through lower Experience Modification Factors)
6. Employee morale and turnover

Definition of Temporary Modified Work:

Early return-to-work assignments are temporary assignments designed to allow an injured worker to remain in the workplace to progressively escalate to full duty status. Early return-to-work is a transitional process, which enables the employee to gradually resume full-time duties.

It is not the intent of MCOE's early return-to-work program to establish new assignments or to displace other employees.

Objectives:

The objectives of the MCOE early return-to-work program are to:

1. Return employees to work as soon as possible without danger of re-injury.
2. Avoid deterioration of work skills due to prolonged absences from work.
3. Reduce the number of lost time incidents and the total number of lost work days.
4. Reduce disability costs and the amount of medical treatment.
5. Reduce the number of litigated claims.
6. Maintain productivity without hiring substitute or temporary employees.
7. Maintain a high level of communication with the employee.

Coordination of Early Return-to-Work Program:

The MCOE early return-to-work program will be coordinated by the Assistant Superintendent, Human Resources, consistent with applicable State and Federal statutes and any related provisions of the collective bargaining agreements.

Types of Temporary Early Return-to-Work Assignments:

The Assistant Superintendent, Human Resources, will survey department heads to identify possible temporary early return-to-work assignments and determine interest in receiving employees on early return-to-work assignment. Temporary early return-to-work assignments may include the following:

1. The employee's same work unit and same job, but within restrictions.
2. The employee's same work unit but different job tasks.
3. A different work unit and different job tasks.

All early return-to-work assignments will be made based upon the physical restrictions of the employee and the physical requirements of the job.

[Added 8-21-03]

ARTICLE 28 – TERM OF AGREEMENT

- 28.1 2020-2021 School Year: The term of this Agreement shall be one (1) year, from July 1, 2020 through June 30, 2021, and shall be comprised of the same provisions contained in the parties' 2018-2020 Agreement.
- 28.2 2021-2022 through 2023-2024 School Years: The term of this Agreement shall be three (3) years, from July 1, 2021 through June 30, 2024.
1. 2021-2024: The parties have completed negotiations over Compensation (Article 5) and Fringe Benefits (Article 6) for the 2021-2022, 2022-2023 and 2023-2024 school years.
 2. Reopener Negotiations for 2022-2023 and 2023-2024: Each party may elect to reopen negotiations on one (1) non-economic Article for the 2022-2023 and 2023-2024 school years.

APPENDIX A – TENTATIVE AGREEMENTS

Tentative Agreement Between Merced County Superintendent of Schools and CSEA Chapter 541 2006-07 Negotiations

1. Employer will increase salary schedules by 4.33 % effective July 1, 2006.
2. Employer will increase health benefits cap by 7.42 % to \$10,133 effective October 1, 2006. Parties agree to add **Power Select 90 D 20** as a fourth option to the three existing health benefit options.
3. Article 3.5: Add Special Olympics to the list of charities to which employees may donate CSEA dues in lieu of membership.
4. Amend Article 4 – Section 4.16 and 4.16.1; **Probationary Period** to reflect a nine (9) month probationary period.
5. Article 5.9.1: Extend maximum time for paying mileage claims to 8 days.
6. Increase the work year for infant care instructional aide staff from 184 to 200 days due to program being year round.
7. Amend Article 9 – 9.2. Work Location Transfer as follows:

Article 9 – 9.2 Work Location Transfer: The Employer/District may transfer an employee from a position at one worksite to a position of the same class at another worksite within the proper area. The selection of the unit member to be involuntarily transferred shall be based upon the following criteria:

- Certification for the position
- Training, skills, and experience as it relates to this position
- Needs of the District
- If the above factors are equal, the unit member with the least seniority will be transferred.

9.2.1 An employee's worksite is subject to change upon thirty-(30) days written notice Given in accordance with the following:

- The notice must inform the employee of the reason for the transfer
- The notice must inform the employee of the effective date of the transfer
- The notice will be mailed via certified mail to the employee at the address which appears on the employee's most recent payroll check.

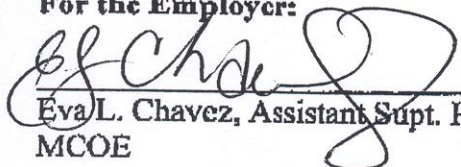
APPENDIX A – TENTATIVE AGREEMENTS

9.2.1.1 Status quo


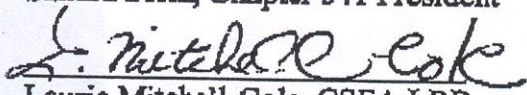
28.1 – Term of Agreement – The term of this Agreement shall remain in full force and effect from July 1, 2006 through June 30, 2009. For the 2007-2008 and 2008-2009 school years, either party may reopen on Salary, Health Benefits, and two additional articles to be chosen by each party.

Signed and entered into this 28th day of September, 2006.

For the Employer:


Eva L. Chavez, Assistant Supt. HR
MCOE

For CSEA:


Sandra Soria, Chapter 541 President

Laurie Mitchell-Cole, CSEA LRR

**Tentative Agreement
Between
Merced County Superintendent of Schools and
CSEA Chapter 541
2007-08 Negotiations**

1. Employer will increase the CSEA#541 salary schedule by 4 % effective July 1, 2007.
2. Employer will increase the 2006-2007 annual health benefits cap by \$500.00. The employer maximum annual contribution for 2007-2008 is \$10,633.
In addition, parties agree to replace plan **40629J 80-C/\$10 office visit co-pay** with plan **40629J 100-A/\$30 office visit co-pay** in accordance with required notification to SISC.
3. This agreement concludes negotiations for 2007-2008.

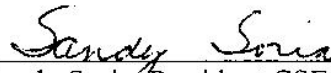
Signed and entered into this 10th day of December, 2007.

For the Employer:

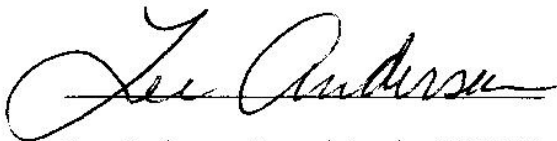
For CSEA#541



Eva L. Chavez, Assistant Superintendent HR



Sandy Soria, President CSEA #541



Lee Andersen, Superintendent MCOE

12-10-07

Date

Signature of Superintendent will be obtained upon ratification of the tentative agreement by CSEA. Superintendent's signature indicates Agreement is final.

APPENDIX A – TENTATIVE AGREEMENTS

Tentative Agreement Between Merced County Superintendent of Schools and CSEA Chapter 541 2008-09 Negotiations

1. Employer will increase the 2007-2008 annual health benefits cap by \$367.00. The employer maximum annual contribution for 2008-2009 is \$11,000.
2. Article 16 Classification/Reclassification –
 - The parties agree to delete 16.1.4.
 - The parties agree to amend 16.1 to include reference to Appendix D (Reclassification Requests Application). The parties agree that for the first year of implementation, 2008-2009, approved reclassification requests may be retroactive prior to July 1, 2008 should circumstances warrant such action.

This Tentative Agreement represents all outstanding issues related to 2008-2009 negotiations.


Signed and entered into this 20th day of October, 2008.

For the Employer:

For CSEA:


Lee Andersen, Superintendent
Merced County Office of Education


Karen Hanson, Chapter 541 President


Eva L. Chavez, Assistant Superintendent
Human Resources


Laurie Mitchell, CSEA LRR

Signature of Superintendent will be obtained upon ratification of the tentative agreement by CSEA #541. Superintendent's signature indicates Agreement if final.

APPENDIX A – TENTATIVE AGREEMENTS

Tentative Agreement (#3)
Between
Merced County Superintendent of Schools and
CSEA Chapter 541
2009-10 and 2010-11 Negotiations

1. Article 4 – Work Periods and Overtime

- ~~4.16.1 Probationary employees are eligible to apply for open positions, however, in the event the employee is promoted to a new position, the employee will serve a new probationary period of nine (9) months. * (Revised 10-4-06)~~
- ~~4.16.2 In the event the employee does not successfully complete the probationary period in the new position, the employee will have no return rights. (Added 8-21-03)~~
- 4.18.2 – The Employer shall not initiate discussion of a permanent change in the work year with any employee. In the event the Employer wishes to employ a unit member for additional days on a non-recurring basis and the employee voluntarily accepts the additional days, CSEA shall be notified.

2. Article 6 – Fringe Benefits

- 6.5 – The Employer maximum annual contribution for 2010-2011 shall remain \$11,000.
 - The parties agree that eligible unit members shall have access to the following health benefits plans (including dental and vision) effective as soon as practicable in the 2010-11 plan year following ratification by the parties:
 - See Options #1, 2, and 3 as described in Exhibit A (Tentative Agreement #3), attached.

3. Article 15 – Layoff and Reduction in Hours

- 15.2.2 – Employees are subject to reduction in hours for any or all of the same reasons enumerated in Section 15.2.1 above. ~~A reduction in hours shall be accomplished in the same manner and with the same notice as is required for a layoff (please refer to section 15.8)~~
- 15.4.1 – For the Migrant Education ~~Department Program~~, the two areas are: Stanislaus County and Madera/Merced Counties.

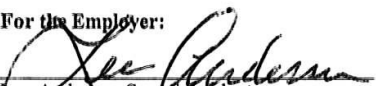
4. Article 28 – Term of Agreement

- ~~The term of~~ This Agreement shall remain in full force and effect from July 1, 2010 through June 30, 2013. For the 2011-2012 and 2012-2013 school year, either party may reopen on salary, health benefits and two additional articles to be chosen by each party.

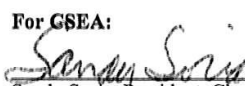
Negotiations shall be considered settled for the 2009-2010 and 2010-2011 school year. All provisions of the July 1, 2006 – June 30, 2009 CSEA/MCOE Agreement not modified by the successor agreement negotiations during 2009-10 and 2010-11 shall remain in full force and effective July 1, 2010 through June 30, 2013.


Signed and entered into this 12th day of November, 2010.

For the Employer:

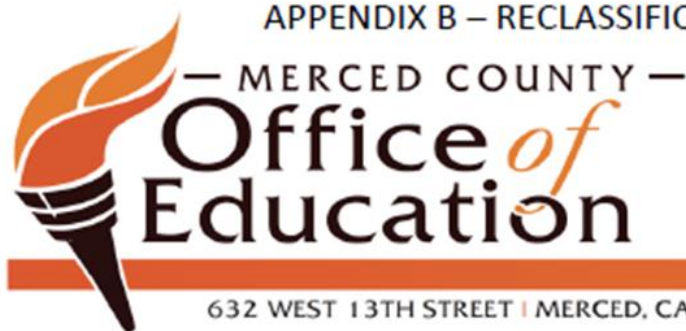
 11/23/10
Lee Andersen, Superintendent
Merced County Office of Education Date

For CSEA:

 11/12/2010
Sandy Soria, President, Chapter 541 Date
past

 11/12/10
Eva L. Chavez, Assistant Superintendent
Human Resources Date

Signature of Superintendent will be obtained upon ratification of this tentative agreement by CSEA. Superintendent's signature indicates Agreement is final.



APPENDIX B – RECLASSIFICATION REQUESTS APPLICATION

Steve M. Tietjen, Ed.D. | County Superintendent of Schools

632 WEST 13TH STREET | MERCED, CA 95341 | (209) 381-6600 | WWW.MCOE.ORG

TO: CSEA Unit 541
Classified Employees

FROM: Eva Chavez
Assistant Superintendent, Human Resources

RE: Reclassification Requests

Reclassification is the redefining of a position to account for **permanent** changes in duties, responsibilities or work that alters the nature of the classification.

If you believe that the duties which you are currently performing are different than your current job description or that the level of responsibility or type of work that you are performing has changed the nature of the job classification of your current position, you are encouraged to complete this application packet. **Please understand, however, that applications for reclassification are not “automatically” granted.**

The attached application must be completed in its entirety by you and your supervisor and submitted to the Human Resources Department no later than January 30. You will receive notification from the Human Resources Department that your request has been received.

- Reclassification is **NOT** compensation for additional duties of the same kind already designated in the position.
- Reclassification is **NOT** compensation for an excessive workload.
- Reclassification is **NOT** about who is doing the job or how well that individual does the job.
- Reclassification is **NOT** an incentive plan or merit system which recognizes an employee's long and loyal service or outstanding performance record.
- Reclassification is **NOT** compensation for the degree of authority, complexity of responsibilities, or mental and physical demands of the position already weighed as factors for the existing position unless the duties have accrued overtime.

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Equal Employment Opportunity

SUBMISSION TIMELINES

1. All classification requests must be submitted to:
 - The Supervisor by January 1 of each year.
 - The Supervisor will forward to Human Resources by January 30 of each year.
2. The Human Resources Department will send a notification to the employee confirming receipt of the reclassification request.
3. All reclassification requests will be reviewed by a committee consisting of two (2) CSEA members, Human Resources representatives, and one (1) management employee.
4. All reclassification requests will be reviewed by the Committee no later than March 15 of each year.
5. The Committee will make a final recommendation to the Superintendent no later than April 1 of each year. The Superintendent's decision shall be final. (Revised June 21, 2013).
6. Employee will be notified within ten (10) working days of the final decision.
7. Decisions are final and cannot be grieved or appealed.
8. If approved, all reclassifications will take effect on July 1 of the subsequent school year.

CLASSIFIED - REQUEST FOR RECLASSIFICATION

SECTION I: (to be completed by employee)

NAME: _____ CONTACT #: _____

SUPERVISOR NAME: _____ SUPERVISOR CONTACT# _____

DEPARTMENT: _____ WORK LOCATION: _____

CURRENT CLASSIFICATION/TITLE: _____

CLASSIFICATION UNDER WHICH YOU BELIEVE YOU ARE CURRENTLY WORKING:

YEARS IN CURRENT POSITION: _____

SECTION II: (to be completed by employee)

1. Is your workload significantly more than that of another employee in the same position or classification?

☐ YES ☐ NO

If yes, please provide the name(s) of the employee(s):

2. Are the assigned duties and responsibilities more complex than the position requires?

☐ YES ☐ NO

3. Does your work require the use of advanced training/education/equipment to perform the duties of your position?

☐ YES ☐ NO

4. Have additional duties unrelated to those required of the position, been assigned?

☐ YES ☐ NO

5. Have you been assigned the responsibility of training/and or supervising the work of others?

☐ YES ☐ NO

6. Are you asked to assist or fulfill the duties assigned another employee (within your classification), either in conjunction with or independent of your own?

☐ YES ☐ NO

7. Are there any certificates, licenses, registration, etc. required for your position?

Section III: (to be completed by employee)

1. **SUMMARY OF POSITION:** Write a general (summary) statement of your position, including duties which are most important as far as responsibility is concerned.

2. **ESSENTIAL DUTIES:** List essential duties performed, giving a brief description of each starting with the most important duty first. Begin each duty statement with an *action verb* ("calculates," "operates," "establishes") that tells *what* is done or *why* and *how* it is done.

Frequency: How often do you perform each duty?

D = Daily, W = Weekly, M = Monthly, Q = Quarterly, A = Annually

Use additional pages as needed.

ESSENTIAL DUTIES	FREQUENCY D-W-M-Q-A

4. What, in your opinion, are the most difficult or complex duties of your position?

5. Are you required to interpret policies, rules and regulations?

☐ YES ☐ NO

If yes, give a brief description of the types and to whom you must explain the policies, rules and regulations to:

6. If you supervise others, describe your supervisory responsibilities. (i.e. monitor work, delegate duties, etc.)

7. Explain the *purpose, frequency and method* of your contact with the public:

8. Explain the *purpose, frequency and method* of your contact with employees other than those in your immediate office area or unit:

9. Indicate how work is reviewed by your supervisor (check only one):

- | | |
|--|--|
| <input type="checkbox"/> Carefully checked | <input type="checkbox"/> Spot checked |
| <input type="checkbox"/> Not often checked | <input type="checkbox"/> Never checked |

10. Describe any work which involves unusually close application to detail or visual demand. Attach samples of any substantiating forms and/or reports, etc.

11. Describe any unusual or continuous physical demands of your position.

12. Describe any disagreeable features of your work or surroundings such as noise, heat or vibration.

After you have completed each question, sign and date the questionnaire in the spaces provided below and give it to your supervisor no later than January 1 for further action. It is recommended that you discuss the completed form with your immediate supervisor prior to the January 1 submission date. Retain a copy for your records.

Employee's Signature

Date

Supervisor Review and Comments

Section IV: (to be completed by supervisor)

1. What minimum education or specialized training do you consider necessary to perform the essential functions of this position?

2. What kind of minimum or previous experience do you consider absolutely essential to perform the essential functions of this position? (i.e. the number of months, years)

3. To what extent is the employee required to plan the order in which various duties will be performed and to plan how required results will be achieved? (e.g. if report preparation is required, does the employee follow a standard pattern or independently determine what is to be included and/or how it is to be presented?)

4. Does the position include authority to:

Hire/Terminate Staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Recommend Hire/Termination?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Is this position responsible for organizing, assigning, or checking the work of others?

6. Is this position responsible for training and supervising others? (Explain in detail)

7. To what extent is this position responsible for analyzing and interpreting data?

8. What portions of the work and to what extent is the work of this position checked and by whom?
(Give names and titles.)

9. How, when and by whom would errors made by the person in this position most probably be discovered?

10. What would be the effect of any errors, i.e. would errors result in substantial monetary loss, waste of material, adversely affect outside relationships, loss of public image?

11. To what extent, if any does the work performed by the person in this position involve confidential information (i.e. information concerning personnel or student records or information deemed confidential in nature)?

-
- ☐ I agree with this reclassification request as written.
- ☐ I disagree with this reclassification request as written (see explanation/reasons below):

After you have completed each question, sign and date the questionnaire in the spaces provided below. In accordance to submission timelines as reflected on Page 2, send the reclassification request to Human Resources by January 30 of each year.

Supervisor's Signature

Date

Assistant Superintendent

Date

APPENDIX C – COST OF BENEFITS

COST OF BENEFITS:

The Employer agrees to apply the equivalent of the 1% administration fee (\$60 per employee) to the health and welfare benefits cap, increasing the health and wealth benefits cap to \$8,036.80. The Employer will provide a one-time bonus equivalent to the cost of providing a 1% increase in salary and benefits for the 2003-04 school year. The amount will be applied to health benefits. Health benefits caps to remain at \$8,036.80. The Employer contribution to health benefits for 2003-04 will be \$8,334.60. The Employer contribution to health benefits for 2004-05 will be \$9,050.00. The Employer contribution to health benefits for 2005-06 will be \$9,433.00. The Employer contribution to health benefits for 2006-07 will be \$10,133.00 effective October 1, 2006. Parties agree to add Power Select D 20 as a fourth option to the three existing health benefit options. The Employer will increase the 2006-07 annual health benefits cap by \$500.00. The Employer maximum annual contribution for 2007-08 will be \$10,633. Parties agree to replace plan 40629J 80-C/\$10 office visit co-pay with plan 40629J 100-A/\$30 office visit co-pay in accordance with required notification to SISC. The Employer will increase the 2007-08 annual health benefit cap by \$367.00. The Employer maximum annual contribution for 2008-09 will be \$11,000. The Employer maximum annual contribution for 2009-10 will remain \$11,000. The Employer maximum annual contribution for 2010-11 shall remain \$11,000. The Employer annual maximum contribution toward health benefits shall remain at \$11,000 effective October 1, 2012. In recognition of the continued rising cost of health benefits, for the 2012-13 plan year only the Employer maximum contribution shall be \$12,200. This additional \$1200 over the annual cap of \$11,000 shall be for the 2012-13 benefits plan year only and the parties agree the annual maximum contribution shall revert to \$11,000 for 2013-14 unless otherwise negotiated by the parties. The employer annual maximum contribution toward health benefits shall be \$12,200 effective the 2013-14 health benefits plan year. In recognition of the continued rising cost of health benefits, for the 2013-14 plan year only the employer maximum contribution shall be \$12,700. This additional \$500.00 over the annual cap of \$12,200 shall be for the 2013-14 plan year only and the parties agree that the annual maximum contribution shall revert to \$12,200 for the 2014-15 unless otherwise negotiated by the parties. The employer annual maximum contribution toward health benefits for the 2014-15 plan year shall be \$12,900. The employer annual maximum contribution toward health benefits for the 2015-16 plan year shall be \$13,400. The employer annual maximum contribution toward health benefits for the 2017-18 plan year shall be \$13,750. For the 2019-20 plan year, the employer annual maximum contribution toward health benefits shall be increased by \$500, from \$13,750 to \$14,250. [Revised 4-10-19]

INDEX

Additional Holidays	11
Adoption Leave	23
Allocation For Coffee Break Benefit.....	14
Anniversary Date	9
Anniversary Date - Transfer Or Change Of Assignment	27
Bereavement Leave	22
Break In Service – Leaves Without Pay	24
Break In Service – Paid Leaves.....	22
Call Back Time.....	6
Compensatory Time Off - Time Requirement.....	6
Complaint Procedure – Sexual Harassment.....	50
Compliance - Safety.....	29
Conditions For Layoff And Reduction In Hours	34
Continuation Of Insurance Coverage By Employees Laid Off Or Reduced In Hours And On Re- Employment List	37
Cost Of Benefits	14
Day Of Choice.....	11
Definition - Sexual Harassment	49
Definition of Temporary Modified Work	57
Definitions - Grievance.....	28
Definitions - Layoff And Reduction In Hours	34
Dental Plan Insurance	13
Displacement Rights – Layoff And Reduction In Hours	35
Dissemination Of Policy – Sexual Harassment	50
Early Retirement Incentive.....	15
Family Care Leave.....	23
Fingerprinting	10
General Leave.....	23
Golden Handshake.....	15
Grievance Processing.....	28
Health Insurance	13
Hire Date	9
Hold Harmless Clause.....	10
Holiday Eligibility	11
Holidays On Saturday Or Sunday	11
Hours Worked	7
Improper Layoff.....	37
Industrial Accident Leave	21
In-Service Leaves	22
Insufficient Payment	8
Interdepartmental Transfers	26
IRC Section 125 Plan.....	15
Job Search - Layoff.....	37
Jury Duty	22
Leave Of Absence For Retraining.....	24
Leave Of Absence For Study	23
Leaves Without Pay	24

Life Insurance	13
Local Holidays.....	11
Longevity.....	9
Lunch Period	5
Maternity Leave.....	23
Meals And Lodging Required In Conference Attendance Or Special Work Assignment	10
Medical Transfers	27
Mileage.....	9
Mileage Allowances	9
Military Leave	22
Minimum Call-In Time.....	6
Negotiations – Layoff And Reduction In Hours	36
Non-Owned Automobile Insurance.....	10
Notice Of Layoff.....	35
Obligation Of All Employees – Sexual Harassment.....	51
Overpayment	8
Overtime.....	5
Overtime - Equal Distribution.....	6
Overtime Approval	6
Paid Leaves.....	22
Parent/Teacher Conference	5
Parental Leave.....	23
Pay Increases	8
Payroll Errors.....	8
Permanent Employees Evaluations	30
Personal Necessity Leave.....	19
Physical Examinations	10
Position Transfers	25
Probationary & Promotional Probationary Employee Evaluations	31
Procedures For A Grievance	28
Re-Employment Rights – Layoff And Reduction In Hours	36
Regular Rate Of Pay	8
Reinstatement After Leave Of Absence	24
Replacement For Severed Provision.....	32
Rest Periods	5
Retirement In Lieu Of Layoff	37
Right Of Refusal	7
Right To Return	24
Safety Equipment.....	10
Salary Adjustment - Temporary Change Of Assignment	26
Savings Clause.....	32
Scheduled Holidays	10
Scope And Order Of Layoff.....	34
Sick Leave Plan	18
Standby Time.....	7
Step Increase.....	8
Substitution Of MCOE Holidays	12
Summer Employment	7
Tax-Sheltered Annuities	14
Temporary Change Of Assignment.....	8
Types Of Temporary Early Return-To-Work Assignments	58
Uniforms.....	10

Vacation Plan..... 16

Vision Plan Insurance 13

Voting Time Off 5

Warrant Mailed But Not Received..... 9

Warrant Received But Lost, Stolen Or Destroyed 9

Work Location Transfers 26

Work Week..... 4

Work Year 7

Workday 4

Year Round Education..... 41