

CONTRACT BETWEEN
MERCED COUNTY OFFICE OF EDUCATION
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #856 Unit A
Head Start

July 1, 2018– June 30, 2020

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SALARY SCHEDULES AVAILABLE AT:

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ARTICLE 1 – AGREEMENT

- 1.1. This agreement is made and entered into this first day of July, 2007 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, Head Start Chapter #856 Unit A, or its successors, hereinafter referred to as CSEA.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes CSEA as the exclusive representative of the employees listed below and incorporated by reference as part of this Agreement:

Administrative Aide, Assistant Cook/Transporter, Bus Aide, Bus Driver, Bus Driver/Utility Worker, Preschool Aide, Cook, Custodian, Data Entry and Records Technician, Delivery Driver/Utility Worker, Family Support Services Provider, Interpreter/Translator, Maintenance Worker/Grounds Keeper, Preschool Teacher Assistant, Secretary, Special Needs Instructional Assistant.

- 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.

Certificated: Any employee classified as ‘certificated’ and represented by CSEA Chapter #856 Unit B.

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 the Head Start Classified Salary Schedule (HSCS).

- 2.3 The Employer will not contract out bargaining unit work except in accordance with Education Code 45103.1. The Employer will notify the Association when the need arises to contract out work.

ARTICLE 3 – ORGANIZATIONAL SECURITY/DUES DEDUCTION

3.1 Dues Deduction

The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

Any unit member who is a member of the Association or who has applied for membership may sign a form developed by the Association authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Upon receipt of written notice from the Association certifying that such employees have completed the Association developed dues authorization form, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall, upon District receipt of written certification as described herein, be appropriately prorated to complete payments by the end of the school year.

With respect to all sums deducted by the District, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names and addresses for whom deductions have been made.

3.2 Hold Harmless

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of this Article or its implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

3.3 Membership

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 this Agreement may interfere with the union membership process.

3.4 CSEA will not attempt to modify this Article for a period of three years from the date of its ratification.

3.5 DISTRIBUTION OF AGREEMENT: Within forty-five (45) days after the execution of this Agreement, the Employer shall print sufficient copies of the Agreement for every employee in the bargaining unit. Cost shall be kept at a minimum and shared equally between the Employer and CSEA.

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 eight (8) hours a day/or 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.
- 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.
- 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 three (3) hours per day. (Six hours equivalent to full-time.)
- 4.2.1 Where program 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 Family Support Services Providers Workday Adjustments: Family Support Services Providers will adjust their workday on the day that Monthly Parent Meetings are held. FSSP's who attend more than the Monthly Parent Meeting per month will not be required to adjust their workday and will receive overtime compensation pursuant to 4.8 for any required parent activities that fall outside of their normal work schedule.
- 4.3 LUNCH PERIOD: All full-time employees covered by this Agreement shall be entitled to an uninterrupted lunch period at or about the midpoint of each work shift... The length of time for such lunch period shall be no longer than one (1) hour, nor less than one-half (1/2) hour.
- 4.3.1 Exception to this Article may be in those positions where employees' duties require that they work during the midpoint of their work shift.
- 4.4 REST PERIODS: All eight (8) hour employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each continuous 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.
- 4.4.2 All full-time (6 hour) employees who do not work a continuous four (4) hour work period shall be entitled to paid compensation in lieu of one fifteen (15) minute rest period.
- 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.

- 4.6 PARENT/TEACHER CONFERENCE: With prior approval and supporting documentation, the Employer shall grant employees reasonable time off for the annual parent/teacher conference or IEP/IFSP 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 ½) 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 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 ½) 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 six (6) 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.
- 4.8 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 the Director of Head Start. 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 PROBATIONARY PERIOD: Each classified employee in the bargaining unit shall serve, in paid status, a probationary period not to exceed nine (9) months. An employee shall attain permanent status upon successful completion of the nine (9) month period.
- 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.
- 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.
- 4.17 TRIAL PERIOD: Whenever a permanent employee is assigned to a new job classification, such assignment shall be for an initial trial period, not to exceed six (6) months. During this trial period, an employee may be reassigned to his/her former classification upon request of the employee or the supervisor (Ed Code 45113).
- 4.18 WORK YEAR: The work year for any given position may be reduced or increased as follows:
- 4.18.1 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.
- 4.18.2 The Employer shall not initiate discussion of a change in the work year with any employee.
- 4.18.3 If a position is vacant, the Employer may reduce or increase the work year and/or hours of the position prior to filling it.

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.

5.2 STEP INCREASE: The salary schedule provides for five (5) steps or service increments in each range. Each step or service increment shall be two and one half percent (2.5%) more than the preceding step and each salary range shall be two and one half (2.5%) percent more than the preceding range (e.g. range 2, step 1 is 2.5% more than range 1, step 1 and range 2, step 1 is equal to range 1, step 2). Increases to the salary schedule will be applied to range 1, step 1 hourly amount only in order to maintain 2.5% between steps and 2.5% between ranges.

5.2.1 2018-2019 through 2019-2020 Salary Increases and Restructuring

1. 2018-2019 School Year Effective July,1 2018, the following shall occur:

Assistant Cook/Transporter from Grade 12 to Grade 18

Bus Aide from Grade 12 to Grade 18

Preschool Aide from Grade 12 to Grade 18

Preschool Teacher Assistant from Grade 13 to Grade 19

Special Needs Instructional Assistant from Grade 13 to Grade 19

Cook from Grade 14 to Grade 20

Secretary from Grade 15 to Grade 20

Custodian from Grade 16 to Grade 21

Delivery Driver/Utility Worker from Grade 16 to Grade 21

Maintenance Worker/Groundskeeper from Grade 16 to Grade 21

Bus Driver from Grade 18 to Grade 22

Bus Driver/Utility Worker from Grade 18 to Grade 22

Data Entry & Records Technician from Grade 19 to Grade 23

Administrative Aide from Grade 23 to Grade 24

2. 2019-2020 School Year Effective July,1 2019, the following shall occur:

Assistant Cook/Transporter from Grade 18 to Grade 20

Bus Aide from Grade 18 to Grade 20

Preschool Aide from Grade 18 to Grade 20

Preschool Teacher Assistant from Grade 19 to Grade 20

Special Needs Instructional Assistant from Grade 19 to Grade 20

Cook from Grade 20 to Grade 21

Secretary from Grade 20 to Grade 21

Custodian from Grade 21 to Grade 22

Delivery Driver/Utility Worker from Grade 21 to Grade 22

Maintenance Worker/Groundskeeper from Grade 21 to Grade 22

Bus Driver from Grade 22 to Grade 23

Bus Driver/Utility Worker from Grade 22 to Grade 23

Data Entry & Records Technician from Grade 23 to Grade 24

Administrative Aide from Grade 24 to Grade 25

Family Support Services Provider from Grade 25 to Grade 26

Translator/Interpreter from Grade 25 to Grade 26

Bilingual Family Support Services Provider from Grade 25.5 to Grade 26.5

3. Salary schedules reflecting the foregoing provisions are available online. These schedules shall prevail over any conflicting language in this tentative agreement.

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 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.

5.4.1 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.

5.4.2 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 monthly salary which has gone undetected over a period of time), the Employer and the Employee will attempt to negotiate a repayment schedule.

or

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

5.4.3 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.

5.4.4 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.

5.5 HIRE DATE: An employee's hire date is his/her first day of employment with the Employer in a unit member position.

5.6 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.

5.6.1 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.

5.6.2 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.

5.6.3 Reclassification: Upon reclassification to a higher job range, an employee will assume a new anniversary date.

5.7 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.

5.7.1 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.

5.7.2 Distances allowed for reimbursement shall not include mileage between home and the normal work location, except as noted in 5.7.4 and 5.7.5.

5.7.3 Distances allowed for reimbursement shall be calculated based on actual miles traveled on official business.

5.7.4 Classified employees beginning or ending their day at a site other than their normally assigned location may be reimbursed for the actual mileage to or from home that is in excess of the distance to or from the normal work location and home.

- 5.7.5 Employees required to make more than one trip to the normal work location, excluding split shifts, shall be reimbursed for the entire mileage of each subsequent trip to and from home and the work location.
- 5.7.6 When a classified employee is assigned to more than one site, the supervisor will establish a normal beginning and ending work location. Travel between the beginning and ending location and any other locations required for official business will be reimbursed.
- 5.7.7 Full-time employees assigned a split shift shall receive a \$50.00 monthly stipend.

5.8 MEALS AND LODGING REQUIRED IN CONFERENCE ATTENDANCE SPECIAL WORK ASSIGNMENT:

5.8.1 The Head Start Director's prior approval is required for attendance at conferences for all bargaining unit members. The approval of the Assistant Superintendent, Early Care and Education is also required prior to all conference attendance requiring out of county travel.

5.8.2 Reimbursement shall be in accordance with procedures established by MCOE policy.

5.9 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.

5.10 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.

5.11 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.

5.12 FINGERPRINTING: The Employer agrees to provide the full cost of fingerprinting when required.

5.13 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

5.13.1 Holiday Schedules: Prior to the adoption of the holiday schedule by the Merced County Board of Education in June, CSEA and the Employer agree, upon request by either party, 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 5.15.

5.13.2 In March of each year, the Association will notify the Employer for negotiation of holiday schedule for the succeeding year.

5.14 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.

5.15 ADDITIONAL HOLIDAYS: Additional paid holidays shall be granted in accordance with Education Code 37220 and 45203.

5.16 HOLIDAYS ON SATURDAY OR SUNDAY:

5.16.1 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.

5.16.2 The operation of this Article shall not cause any employee to lose any of the holidays clearly indicated in the Article.

5.17 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 5.13, 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.

5.17.1 The Employer recognizes the contributions of Cesar Chavez and encourages departments to acknowledge his contributions during the month of March.

ARTICLE 6 - FRINGE BENEFITS

6.1 HEALTH AND WELFARE BENEFITS

- 6.1.1 The Employer shall provide all employees in the bargaining unit who work a minimum of six (6) hours per day with health and welfare benefits, which include medical, dental, vision, and life insurance. All health and welfare benefits expire at the end of the month the employee terminates.
- 6.1.2 The Employer shall pay the Health and Welfare premium minus the employee contribution to the Self-Insured Schools of California (SISC III) for such coverage for the duration of the Agreement. For the 2007-2008 school year, the maximum Employer contribution shall be \$4,500. Effective July 1, 2009, the employer will temporarily increase the maximum employer annual health benefits cap by \$1,283. For the 2009-2010 school year only, the maximum employer contribution shall be \$5,783. This increase shall be in effect only from July 1, 2009 through June 30, 2010. Effective July 1, 2010, the maximum employer annual contribution toward health benefits shall revert to \$4,500. Effective July 1, 2010, the employer annual maximum contribution toward health benefits shall be \$5,500. For the 2011-2012 school year, the maximum employer contribution toward health benefits shall be \$4,500. Effective the 2011-2012 Benefits Plan Year, the employer annual maximum contribution toward health benefits shall be \$5,200 as follows: From September 30, 2011 through March 31, 2012 – the employer shall contribute \$550.00 each month. From April 30, 2012 through June 30, 2012 – the employer shall contribute \$450.00 each month. Effective the 2012-2013 Benefits Plan Year, the employer annual maximum contribution toward health benefits shall be \$5,500. The annual employee contribution shall be deducted on an 11 month basis effective August, 2012. [Revised 5/10/2012] For the 2013-2014 school year, the maximum employer contribution shall be \$5,500. For the 2014-2015 school year, the maximum employer contribution shall be \$5,610. The health and benefits maximum annual employer contribution shall increase to \$6,110 for the 2017-2018 school year. This increase shall remain in effect through the 2018-2019 school year unless the parties negotiate otherwise pursuant to the Term of Agreement as described below. It is understood that this amount will revert to \$5,610 effective the 2019-2020 school year absent agreement by the parties. The health and benefits maximum annual employer contribution shall increase to \$6,360 effective the 2019-2020 plan year. (Revised 3/15/19)
- 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.

6.2 TAX-SHELTERED ANNUITIES:

- 6.2.1 Eligible employees in the bargaining unit may participate in the tax-sheltered annuity of their choice in accordance with the 403(b) compare list, with the Employer providing payroll deductions for this purpose.

- 6.3 IRC SECTION 125 PLAN: The parties agree to maintain an IRC Section 125 plan for premium contributions, medical reimbursement, dependent child care reimbursement, and other products available under IRC Section 125 as provided by law.

ARTICLE 7 - VACATION AND OTHER PAID LEAVES

7.1 VACATION PLAN:

- 7.1.1 Eligibility: All eligible 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 does not take his/her full annual vacation, the amount not taken in excess of one year's accrual shall 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.
- 7.2 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:
- 7.2.1 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.
- 7.2.2 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).
- 7.2.3 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.
- 7.2.4 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 7.2.3.
- 7.2.5 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.
- 7.2.6 Upon termination of any employee, deductions shall be made on the last payroll check for paid sick days taken and not earned.
- 7.2.7 Head Start Administration has the right to require a physician's verification for any sick leave taken regardless of its duration when it has reasonable cause to believe that abuse has occurred.

- 7.2.8 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.
- 7.2.9 A permanent employee who has exhausted all entitlement to sick leave and who is absent because of a 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.
- 7.2.10 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.
- 7.2.11 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.
- 7.2.12 If at any time during the perceived 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.
- 7.2.13 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 compensatory 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.
- 7.2.14 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.
- 7.2.15 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.
- 7.2.16 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.

7.2.17 Any employee who is unable to report to work for any given reason is to call the Head Start Administration Office any time before 7:30 a.m. on the day he/she will be absent and leave a message on the voice mail that includes: name, work location, supervisor, and the number of hours/days expected to be absent. Employees are also required to notify his/her immediate supervisor of the absence.

7.3 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:

7.3.1 The employee must have been employed for at least one (1) year.

7.3.2 Industrial accident leave shall be substantiated by a statement from a physician.

7.3.3 Industrial accident leave shall be allowed in whole day increments only.

7.3.4 Allowable leave shall not be accumulative from year to year.

7.3.5 Industrial accident or illness leave will commence on the first (1st) day of absence.

7.3.6 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.

7.3.7 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.

7.3.8 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.

7.3.9 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used.

7.3.10 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.

7.3.11 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.

7.3.12 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

7.3.13 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.

7.3.14 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.

7.3.15 Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California, unless the Employer authorizes travel outside of the state.

7.3.16 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.

7.4 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 the mother, father, sister, brother, grandmother, grandfather, granddaughter, grandson, daughter, son of the employee or of the spouse of the employee; and spouse, domestic registered partner, or any relative living in the immediate household of the employee.

7.5 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.

7.5.1 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.

7.5.2 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 Head Start Director not less than three (3) working days 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, spouse, or parent off to military duty.
- e. Funerals.
- f. Extensions of bereavement leave.

- 7.5.3 No more than one (1) day of personal necessity will be approved for the following in any school year. (Not less than three (3) working days advanced notice and supervisory approval 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.

7.5.4 Personal necessity will not be approved including but not limited to the following reasons:

- 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.

7.6 JURY DUTY: Employees shall be entitled to leave without loss of pay for any time required to perform jury duty.

7.6.1 The employee shall present to his/her supervisor the actual notice to appear for jury duty.

7.6.2 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.

7.6.3 An employee called to jury duty will return to work for any portion of a day that his/her services are not required by the court but in no case shall the workday exceed eight (8) hours, including time served for jury duty.

7.7 MILITARY LEAVE: Shall be granted in accordance with the applicable provisions of the Military and Veterans Code, (Section 395 and 395.01) and the Education Code. Any unit member who has been in the service of MCOE for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation for the first thirty (30) calendar days of any absence. Such leave shall not constitute a break in service.

7.7.1 At the conclusion of active military duty, the unit member shall be entitled to his/her former position at a salary he/she would have received if he/she had not been in military service.

7.7.2 Unit members requesting military leave must submit a written request along with a copy of the military orders.

7.8 IN-SERVICE LEAVES:

7.8.1 Unit members elected by Chapter #856 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.

7.8.2 The Association shall notify the employer in writing prior to the annual CSEA convention regarding the release time requested. The notice must be received by MCOE at least 5 days prior to the requested release so as to ensure efficient operation of the Head Start Program.

7.8.2 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 5.8.2.

7.9 BREAK IN SERVICE:

7.9.1 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.

7.10 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.

ARTICLE 8 - LEAVES WITHOUT PAY

- 8.1 MATERNITY LEAVE: An employee anticipating maternity leave shall notify her supervisor four (4) months before expected delivery.
- 8.1.1 The employee may continue working throughout her pregnancy as long as she is able to perform her required duties.
- 8.1.2 The employee may utilize accumulated sick leave days for pregnancy-related disability when verified by a medical doctor.
- 8.1.3 Maternity leave shall be for a maximum period of six (6) months.
- 8.2 ADOPTION LEAVE: An employee who is adopting a child may apply for unpaid leave for the purpose of processing the adoption.
- 8.3 CHILD-REARING LEAVE: In accordance with CFR and FMLA, an employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence 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.
- 8.4 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.
- 8.5 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.
- 8.5.1 Any leave granted and taken under this rule shall not constitute a break in service for any purpose.
- 8.5.2 The Employer shall provide application forms listing information required by the Employer before granting study leaves.
- 8.5.3 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.
- 8.5.4 The Employer may prescribe standards of service, which shall entitle the employee to the leave.
- 8.5.6 No more than one (1) study leave of absence shall be granted in each five-(5) year period.
- 8.6 RIGHT TO RETURN: The employee shall have the right to return to his/her position at the expiration of his/her leave of absence.
- 8.6.1 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.
- 8.7 REINSTATEMENT AFTER LEAVE OF ABSENCE: Upon returning from any leave of absence, the employee shall assume the duties of his/her former 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.

- 8.7.1 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.
- 8.8 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.
- 8.9 FAMILY CARE LEAVE: Consistent with the Family Medical Leave ACT/California Family Rights Act (FMLA/CFRA), eligible employees will be allowed to use all leave banks in lieu of payroll deduction.

ARTICLE 9 - TRANSFER

9.1 **DEFINITIONS:** Transfer shall be defined as a change of job location, but within the same classification. Transfer may be employee initiated (voluntary) or employer initiated (involuntary).

9.2 **VOLUNTARY TRANSFERS:** When Head Start administration determines a position is open and vacant, it shall first offer the opportunity to transfer to the employees serving in the same classification.

9.2.1 In-House transfer opportunities shall be electronically posted for not less than seven (7) days. All employees in the same classification may apply for transfer to that position by submitting the In-House Transfer Opportunity form to Head Start Administration (see Appendix A).

9.2.2 Administrative personnel will acknowledge receipt of the In-House Transfer Opportunity form no later than the closing date included in the announcement.

9.2.3 An employee is eligible to transfer once he/she has served in his/her current assignment for six (6) months.

9.2.4 The selection of the unit member to be transferred shall be based upon the following criteria:

- Certification for the position
- The experience and training of the staff member compared to those of other candidates for both the position to be filled and the position to be vacated
- Needs of the program. However, under no circumstances shall these needs be arbitrary or capricious
- If the above factors are equal, the unit member with the most seniority will be transferred

9.2.5 All employees who submit a request to transfer shall be notified of the decision in writing within seven (7) days of the submission deadline.

9.2.6 Any employee denied a request for transfer may request a conference with Head Start administration to discuss the reasons for not being selected, and upon request, receive the reasons in writing.

9.3 **INVOLUNTARY 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:

- Certification for the position.
- Training, skills, and experience as it relates to this position.
- Needs of the Program.
- 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 ten (10) 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 personally delivered or mailed via certified mail to the Employee at the address which appears on the Employee's most recent payroll check.

- 9.3 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.
- 9.4 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.

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 or the Association.

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 Director of Head Start within ten (10) working days after the decision at the informal stage. Within five (5) working days after receipt of the grievance, the Director 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 of Human Resources 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 of Human Resources, he/she and the Assistant Superintendent of Early Care and Education 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.

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

ARTICLE 11 - EVALUATIONS/PERSONNEL FILES

- 11.1 PROBATIONARY & TRIAL 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 third (3rd) full month of employment, again at the end of the sixth (6th) month of employment, and at least three (3) weeks prior to the end of the nine (9) month probationary period for employees hired on or after July 1, 2008.
- 11.2 PERMANENT EMPLOYEES EVALUATIONS: Every permanent employee shall be evaluated at least annually from the date of the last evaluation.
- 11.2.1 Nothing in this section shall preclude evaluations more often than annually when performance indicates the need for additional assistance.
- 11.2.2 In the event the employee is not evaluated within the review period, work performance will be deemed satisfactory.
- 11.2.3 Evaluations shall be conducted by a supervisor who has first-hand knowledge of the employee's performance.
- 11.3 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.
- 11.4 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.
- 11.5 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 may request an evaluation review by the Assistant Superintendent of Early Care and Education.
- 11.6 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 inspection by the person involved.
- 11.7 Every employee shall have the right to inspect such materials upon reasonable request.
- 11.8 Information of a derogatory nature shall not be entered or filed in the personnel file 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.
- 11.9 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.
- 11.10 In the event the employee disagrees with the evaluation, the employee may appeal to the Assistant Superintendent, Human Resources, for final determination.

ARTICLE 12 - SEVERABILITY

- 12.1 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.
- 12.2 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 13 - ENTIRE AGREEMENT

- 13.1 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 19 of this Agreement.

ARTICLE 14 - LAYOFF AND REDUCTION IN HOURS

14.1 DEFINITIONS:

- 14.1.1 Layoff: Layoff is defined as an involuntary separation from service with the Employer whether of definite duration or of indefinite duration.
- 14.1.2 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.
- 14.1.3 Class/Classification: "Class" or "classification" is defined as a position's job description, the salary range to which the position is assigned, and the number of hours assigned to the position.
- 14.1.4 Seniority or Length of Service: "Seniority" or "length of service" means date of hire in classification.

14.2 CONDITIONS FOR LAYOFF AND REDUCTION IN HOURS:

- 14.2.1 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)
- 14.2.2 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.

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

- 14.3.1 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.
- 14.3.2 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 within the unit; and if that is equal, then determination shall be made by lot.
- 14.3.3 Seniority List: Upon request by CSEA, the Employer will provide one (1) seniority list per year to CSEA. In the event of layoffs, updates of affected classes will be provided to CSEA.

14.4 NOTICE OF LAYOFF:

- 14.4.1 Procedures: Employees affected by a layoff shall be given notice as set forth below. On the same day the layoff notices are mailed, CSEA 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.

- 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.
- 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)

14.4.2 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.

14.4.3 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.

14.5 DISPLACEMENT RIGHTS:

- 14.5.1 Employees affected by layoffs maintain the right to displace other employees in the class with less seniority.
- 14.5.2 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.
- 14.5.3 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.
- 14.5.4 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.
- 14.5.5 An employee displaced by a senior employee shall have the same rights of displacement as though he/she was being laid off.

14.6 RE-EMPLOYMENT RIGHTS:

- 14.6.1 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.
- 14.6.2 Persons laid off shall have the right to participate in promotional examinations within the district for a period of thirty-nine (39) months.

- 14.6.3 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.
- 14.6.4 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.
- 14.6.5 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.
- 14.6.6 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.
- 14.6.7 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.

14.7 NEGOTIATIONS:

- 14.7.1 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.
- 14.7.2 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.

14.8 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.

14.9 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)

14.10 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.

14.11 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 15 - SUSPENSION

- 15.1 Discipline shall be for just cause only.
- 15.2 Progressive discipline shall be used.
- 15.3 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.
- 15.4 Discipline under this Article is limited to suspensions of fifteen (15) days or less without pay.
- 15.5 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 through it is not a merit system district.

ARTICLE 16 – FITNESS FOR DUTY

- 16.1 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.
- 16.2 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.
- 16.3 The Employer shall bear the cost of the fitness for duty evaluation from the employee's physician.
- 16.4 In the event the Employer requests a second review, the employee will remain on paid administrative leave until the evaluation is completed.

ARTICLE 17 – CATASTROPHIC LEAVE

- 17.1 Unit members may participate in the MCOE Catastrophic Leave Program in accordance with MCOE Policy P3030-2.

ARTICLE 18 – COMPLAINTS

- 18.1 Complaints alleging discrimination due to protected activity or against programs operated by the Merced County Office of Education will be addressed through MCOE Policy P3039.
- 18.2 Complaint alleging a violation of the terms of this Agreement shall be addressed through the Grievance Procedure Article 10.
- 18.3 All other complaints by bargaining unit members will be addressed in accordance with appropriate MCOE policies.

ARTICLE 19 – TERM OF AGREEMENT

- 19.1 The Association and Employer agree that this Agreement shall remain in force, following ratification by unit membership, through June 30, 2020 and the Agreement will continue in full force and effect beyond June 30, 2020, until such time as a new or modified Agreement is ratified by the Association and Employer. This Agreement completely settles negotiations for the 2018-2019 through 2019-2020 school years on all matters within the scope of bargaining. The parties may commence successor contract negotiations during the Spring semester of 2020.

APPENDIX A – IN-HOUSE TRANSFER OPPORTUNITY FORM



MERCED COUNTY OFFICE OF EDUCATION

Head Start Program



IN-HOUSE TRANSFER OPPORTUNITY

The positions below are only available to current in-house employees within the same classification (current employees holding the same position). *If you are in Head Start wanting to go to Early Head Start, you must attach transcripts verifying the completion of three Infant/Toddler units.* If no interest forms are received by the deadline, these positions will be posted per regular MCOE recruitment regulations.

Posted:
Submission Deadline:

Return via email to Assistant Director by the deadline listed above

CHECK IF INTERESTED	POSITION & GRADE LEVEL	SITE	BILINGUAL?	HOURS PER DAY	DAYS PER YEAR
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

Employee Name: _____

Current Position: _____

Current Site: _____

Phone Number: _____

Optional

Reason for Transfer:

Please list any specific skills, training or experience you have that relate to this position:

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