

**HANDBOOK FOR
PART-TIME PERMANENT
CLASSIFIED EMPLOYEES**

MERCED COUNTY OFFICE OF EDUCATION

July 1, 2021 - June 30, 2024

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SECTION 1 - RECOGNITION

1.1 Part-time permanent classified employees work less than four (4) hours per day and/or twenty (20) hours per week. They are exempt from the classified bargaining unit, and are not subject to terms regarding membership, payment of like fee or donation to a recognized charity.

1.1.1 The agreement between the Employer (MCOE) and CSEA 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. (CSEA Contract, Section 2.2.1)

1.2 EXCLUSIONS: In addition to all of those positions excluded by Section 1.1.1 above, the following positions listed and defined below are excluded from the provisions of this handbook:

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

Short-term: An employee 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.

Supervisor-Management/Confidential: An employee excluded from the bargaining unit pursuant to recognition by the Public Employment Relations Board (PERB).

SECTION 2 - WORK PERIODS AND OVERTIME

- 2.1 **WORK WEEK:** The work week shall consist of five (5) consecutive days, Monday through Friday, and not more than nineteen and one-half (19½) hours per week. Exceptions will be those whose job assignments designate time schedules outside of those indicated above. This Section 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.
- 2.2 **WORKDAY:** The length of the workday shall be designated by the Employer for each classified position. Each employee shall be assigned a maximum number of hours, which shall be not more than three and three-fourths (3¾) hours per day.
- 2.2.1 In departments where department needs may require the changing of regularly assigned hours--from two (2) to three (3) 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.
- 2.2.2 In departments where department needs may require a schedule other than five (5) consecutive days, the employee's total number of hours shall not exceed nineteen and one-half (19½) hours per week. For the purposes of determining daily hours for sick leave and vacation accrual, the total number of hours worked per week shall be divided by five (5).
- 2.3 **REST PERIODS:** All employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each three and three-fourths (3¾) hour work period, at the rate of fifteen (15) minutes. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 2.4 **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 (1½) 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) Also, if the workday is less than four (4) hours per day, overtime must be paid on the seventh (7th) consecutive day from the commencement of the work week. (Education Code Section 45131) Work week shall be five (5) consecutive workdays.
- 2.4.1 **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 three and three-quarters (3¾) hours or less per day during the work week. Such an employee shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the work week at the rate equal to one and one-half (1½) times the regular rate of pay, or with compensating time off.
- 2.4.2 All hours worked on holidays shall be compensated at two and one-half (2½) times the regular rate of pay, or with compensating time off.
- 2.4.3 When employees are required to accompany students on overnight field trips, i.e., to Jack Boyd Outdoor School, such employees shall be compensated for all hours actually worked per day and/or all hours worked on the seventh (7th) consecutive day following the commencement of the work week. They shall not be compensated while students are sleeping or when not supervising students.
- 2.5 **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 compensatory 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.

2.5.1 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 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.

2.6 OVERTIME - EQUAL DISTRIBUTION: In the event that two (2) 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.

2.7 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 (1½) 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. Also, compensatory time may not be accrued beyond two hundred and forty (240) hours; additional overtime hours beyond this limit must be compensated in cash.

2.8 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.

2.9 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.

2.10 RIGHT OF REFUSAL: Any employee shall have the right to reject any offer or request for overtime or call back, on-call, or call-in time, except in emergency situations as determined by the Employer, requiring the employee's presence.

2.11 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.

2.12 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.

2.13 PROBATIONARY PERIOD: Each part-time classified employee shall serve a probationary period not to exceed nine (9) months. An employee shall attain permanent status upon successful completion of the nine (9) month period. Any leave of five (5) days or more, whether paid or unpaid, shall not be considered as service "in paid status" and shall not count toward completion of the 9 month probationary period.

2.14 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.

SECTION 3 - COMPENSATION PLAN: PAY ALLOWANCE/HOLIDAYS

- 3.1 **REGULAR RATE OF PAY:** The regular rate of pay for each position shall be in accordance with the rates established for each class.
- 3.2 **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 percent (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.
- 3.3 **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.
- 3.4 **PAY INCREASES:** The Employer shall make a lump sum payment of an agreed upon retroactive wage increase as soon as possible or not later than thirty-five (35) working days after the retroactive increase has been approved.
- 3.5 **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 and MCOE policy.
- 3.5.1 **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.
- 3.5.2 **Overpayment:** If the error results in the employee being paid more than is due:
1. If not cashed, the warrant will be cancelled 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
 - The employee may elect to make an immediate repayment of the excess amount.
- 3.5.3 **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.
- 3.5.4 **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.
- 3.6 **HIRE DATE:** An employee's hire date is his/her first date of employment with the Employer from which longevity pay is based.

- 3.7 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.
- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 Reclassification: Upon reclassification to a higher job range, an employee will assume a new anniversary date based on Section 3.7.1.
- 3.8 MILEAGE: Any part-time 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.
- 3.8.1 Mileage Allowances: Mileage allowances shall be paid any part-time classified employee assigned to more than one (1) worksite. The employee shall be compensated at the rate established for reimbursement of mileage. Distances allowed will be those between worksites to which the employee is assigned. An employee may claim the daily mileage driven in excess to their daily round-trip commute miles.
- 3.9 MEALS AND LODGING REQUIRED IN CONFERENCE ATTENDANCE OR SPECIAL WORK ASSIGNMENT:
- 3.9.1 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.
- 3.9.2 Conference attendance shall be authorized by the Assistant Superintendent and will be reimbursed in accordance with procedures established by the Business Services Office.
- 3.10 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.
- 3.11 SAFETY EQUIPMENT: Should the duties of an employee require use of any equipment or gear to insure 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.
- 3.12 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.
- 3.13 HOLD HARMLESS CLAUSE: The Employer agrees to, in accordance with Government Code Section 995, afford civil protection provided by law.
- 3.14 PHYSICAL EXAMINATIONS: The Employer agrees to provide the full cost of any medical examination as required as a condition of continued employment.

- 3.15 FINGERPRINTING: The Employer agrees to provide the full cost of fingerprinting when required.
- 3.16 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 Birthday
 - Washington's Birthday
 - Memorial Day
- 3.17 HOLIDAY ELIGIBILITY: Except as otherwise provided in this Section, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 3.17.1 Employees who are not 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.
- 3.18 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.
- 3.19 HOLIDAYS ON SATURDAY OR SUNDAY:
- 3.19.1 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.
- 3.19.2 The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Section.
- 3.20 LOCAL HOLIDAYS: Where a local holiday or in-service day requires the closing of school where employees are assigned on days which are not regular paid holidays as set forth in paragraph 3.17, 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.
- 3.21 SUBSTITUTION OF MCOE HOLIDAYS: MCOE holidays may be substituted with any district holiday by mutual consent of the employee and the Employer.
- 3.22 The Employer recognizes the contributions of Cesar Chavez and encourages departments to acknowledge his contributions during the month of March.
- 3.23 SALARY:
1. The 2018-19 salary schedule shall be increased by 6% effective July 1, 2019.
 2. Following application of the 6% salary increase set forth in #1 above, any cell that is lower than the state required minimum wage that is to be effective January 1, 2020 (\$13.00 per hour) shall be increased to that amount effective July 1, 2019. This adjustment shall not affect or have any impact on any other cells of the schedule.

3. The affected “minimum wage cells” referred to in #2 above shall by Y-rated until such time as a general salary schedule increase results in the Y-rated cells exceeding the minimum wage amount, at which time such increases in excess of the minimum wage shall be reflected in these cells.

SECTION 4 - VACATION

4.1 VACATION PLAN:

4.1.1 Eligibility: All employees shall earn paid vacation time under this Section. 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.

4.1.2 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.
- b. After five (5) years of service, an employee shall earn vacation at the rate of one and one-fourth (1¼) days per month.
- c. After ten (10) years of service, an employee shall earn vacation at the rate of one and one-half (1½) days per month.
- d. After fifteen (15) years of service, an employee shall earn vacation at the rate of one and three-fourths (1¾) days per month.
- e. After twenty (20) years of service, an employee shall earn vacation at the rate of two (2) days per month.

4.1.3 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.

4.1.4 Paid Vacation: Migrant ESEA Aides, Special Education and ROP 10 Month: These employees shall earn paid vacation on an hourly basis. Such employees will not take paid vacation time off during the school year, unless approval is granted them by the supervisor. Employees in these programs will be paid their earned vacation time during the Easter holiday, Christmas holiday, and at the end of June, unless otherwise desired.

4.1.5 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.

4.1.6 Vacation Scheduling:

- a. Vacations shall be scheduled, by mutual agreement, at times requested by employees, 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.

4.1.7 Vacation Rescheduling: An employee may elect to have his/her vacation rescheduled, if the need arises, by mutual agreement.

- 4.1.8 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.
- 4.1.9 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. Illnesses must be for at least one (1) day or more.
- 4.1.10 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.

SECTION 5 - LEAVES

- 5.1 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:
- 5.1.1 A regular part-time 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.
 - 5.1.2 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.
 - 5.1.3 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.
 - 5.1.4 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 paragraph 4.2.3)
 - 5.1.5 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.
 - 5.1.6 Upon termination of an employee, deductions shall be made on the last payroll check for paid sick days taken and not earned.
 - 5.1.7 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.
 - 5.1.8 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.
 - 5.1.9 A permanent part-time 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.
 - 5.1.10 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.
 - 5.1.11 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 re-employment list for a period of thirty-nine (39) months.
 - 5.1.12 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 re-employed in the first vacancy in the classification of his/her previous assignment. His/her re-employment 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.

5.1.13 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 (50) percent 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. Extended Illness Leave: Employees utilizing extended illness leave must submit verification of illness for the period of time that employee is on extended leave.

5.1.14 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.

5.1.15 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.

5.1.16 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.

5.1.17 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.

5.2 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]

5.2.1 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.

5.2.2 Advance notice is required for, but not limited to, the following acceptable reasons listed below. 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 his/her designee.

- d. Seeing a son, daughter or parent off to military duty.
- e. Funerals.
- f. Extensions of bereavement leave.

5.2.3 No more than one (1) day of personal necessity will be approved for the following in any school year. (Not less than one (1) day 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.

5.2.4 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.
- d. Personal obligations which may be scheduled/handled other than at scheduled work times.

5.3 **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:

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

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

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

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

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

5.3.6 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.

5.3.7 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.

5.3.8 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 to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

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

- 5.3.10 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.
- 5.3.11 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 authorized contributions.
- 5.3.12 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 5.3.13 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 re-employment 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 re-employment 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.
- 5.3.14 An employee who has been placed on a re-employment list, and who has been medically released for return to duty, but fails to accept an appropriate assignment, shall be dismissed.
- 5.3.15 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.
- 5.4 **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, brother, son, daughter, mother-in-law, father-in-law, son-in-law, sister-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.
- 5.5 **JURY DUTY:** Employees shall be entitled to leave without loss of pay for any time required to perform jury duty.
- 5.5.1 The employee shall present to the Human Resources Department a copy of the actual notice to appear for jury duty.
- 5.5.2 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.
- 5.6 **MILITARY LEAVE:** Employees shall be entitled to military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 5.7 **BREAK IN SERVICE:** No absence under any paid leave provisions of this Section shall be considered as a break in service for any employee who is in paid status and all benefits shall continue to accrue under such absence.
- 5.8 **PAID LEAVES:** The Employer has the right to verify that any leaves taken by the employee be in compliance with the applicable terms and conditions stated in this handbook.

LEAVES WITHOUT PAY OR PARTIALLY PAID

- 5.9 **MATERNITY LEAVE:** An employee anticipating maternity leave shall notify her supervisor four (4) months before expected delivery.
- 5.9.1 The employee may continue employment throughout her pregnancy as long as she is able to perform her required duties.
- 5.9.2 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.
- 5.9.3 The employee may utilize accumulated sick leave days for pregnancy-related disability when verified by a medical doctor.
- 5.9.4 Maternity leave shall be for a maximum period of six (6) months.
- 5.10 **ADOPTION LEAVE:** An employee who is adopting a child may apply for unpaid leave for the purpose of processing the adoption.
- 5.11 **PARENTAL LEAVE:** An employee who is the natural or adoptive parent of a child shall be entitled to 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.
- 5.12 **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.
- 5.13 **BREAK IN SERVICE:** Any leave of absence granted under this Section 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.
- 5.14 **RIGHT TO RETURN:** The employee shall have the right to return to his/her position at the expiration of his/her leave of absence.
- 5.14.1 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.
- 5.15 **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.
- 5.15.1 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.
- 5.15.2 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 re-employment list.
- 5.8 **LEAVES WITHOUT PAY:** The Employer has the right to verify that any leaves taken by the employee be in compliance with the applicable terms and conditions stated in this handbook.

SECTION 6 - CHANGE OF STATUS (TRANSFER)

- 6.1 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.
- 6.2 WORK LOCATION TRANSFERS: The Employer may transfer an employee from a position at one worksite to a position of the same class at another worksite.
- 6.2.1 An employee's worksite is subject to change upon thirty (30) days written notice.
- 6.2.1.1 General Utility Workers: General Utility Workers may be temporarily (thirty (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.
- 6.2.2 Employees working in programs, which extend beyond Merced County, shall not be temporarily assigned or reassigned to worksites outside the areas in which they are currently assigned.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.

SECTION 7 - GRIEVANCE PROCEDURES

7.1 DEFINITIONS:

- 7.1.1 A "grievance" is an allegation by an employee, or employees, that there has been a violation, misapplication or misinterpretation by the Employer of the specific provisions of this handbook which has adversely affected the grievant.
- 7.1.2 A "grievant" may be any part-time employee.
- 7.1.3 An "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.

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

- 7.2.1 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.
- 7.2.2 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 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.
- 7.2.3 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 shall meet with the aggrieved person in an effort to resolve it.
- 7.2.4 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 Assistant Superintendent, Human Resources. Within five (5) working days after receipt of the grievance, the Assistant Superintendent, Human Resources shall meet with the aggrieved person in an effort to resolve it.
- 7.2.5 Level Four: If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, 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 in an effort to resolve it. The decision shall be final.

7.3 GRIEVANCE PROCESSING: A part-time employee shall process grievances after his/her scheduled working hours beginning at Level Two of the formal grievance proceedings.

SECTION 8 - SAFETY

- 8.1 COMPLIANCE: The Employer and permanent part-time employees 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.

SECTION 9 - EVALUATIONS/PERSONNEL FILES

- 9.1 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.
- 9.1.1 “Days of paid service” as used in this section through and including section 9.3.1 mean days actually worked, vacations and holidays, but excludes leaves of absence related to illness, industrial accident or pregnancy.
- 9.2 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.
- 9.3 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.
- 9.3.1 The Probationary Employee’s fifth month evaluation shall contain the Evaluator’s recommendation concerning permanency.
- 9.4 PERMANENT EMPLOYEES EVALUATIONS: Every permanent employee shall be evaluated at least once every two (2) years from the date of the last evaluation.
- 9.4.1 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.
- 9.4.2 Each completed evaluation must possess the supervisor's signature and date. It is desirable that each evaluation form also include 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.
- 9.4.3 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.
- 9.4.4 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.
- 9.4.5 Nothing in this section shall preclude evaluations more often than every two (2) years when performance indicates the need for additional assistance.
- 9.4.6 In the event the employee is not evaluated within the review period, work performance will be deemed satisfactory.
- 9.4.7 Evaluations shall be conducted by a supervisor who has first-hand knowledge of the employee’s performance.

9.5 PERSONNEL FILES: 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. Every employee shall have the right to inspect such materials upon reasonable request. 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 before/after the employee's scheduled workday and during normal business hours.

SECTION 10 - ENTIRE HANDBOOK

- 10.1 The Employer shall not be bound by any requirement, which is not expressly and explicitly stated in this handbook. 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 practices or understandings are specifically stated in this handbook or other rules, regulations and policies including the California Education Code.

SECTION 11 - LAYOFF AND REDUCTION IN HOURS

11.1 DEFINITIONS:

- 11.1.1 Layoff: Layoff is defined as an involuntary separation from service with the Employer whether of definite duration or of indefinite duration.
- 11.1.2 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.
- 11.1.3 Class/Classification: "Class" or "classification" is defined as a position's job description plus the salary range to which the position is assigned.
- 11.1.4 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

11.2 CONDITIONS FOR LAYOFF AND REDUCTION IN HOURS:

- 11.2.1 Permanent part-time 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)
- 11.2.2 Permanent part-time employees are subject to reduction in hours for any or all of the same reasons enumerated in paragraph 11.2.1 above.

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

- 11.3.1 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.
- 11.3.2 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.

11.4 NOTICE OF LAYOFF:

- 11.4.1 Procedures: Employees affected by a layoff shall be given notice as set forth below.
 - a. Employees shall be given written notice of layoff not less than sixty (60) days prior to the effective 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)

11.4.2 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.

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

11.5 DISPLACEMENT RIGHTS:

- 11.5.1 Employees affected by layoffs maintain the right to displace other employees in the class with less seniority.
- 11.5.2 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.
- 11.5.3 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.
- 11.5.4 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.
- 11.5.5 An employee displaced by a senior employee shall have the same rights of displacement as though he/she were being laid off.

11.6 RE-EMPLOYMENT RIGHTS:

- 11.6.1 Permanent part-time employees 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.
- 11.6.2 Persons laid off shall have the right to participate in promotional examinations within the district for a period of thirty-nine (39) months.
- 11.6.3 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.
- 11.6.4 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 Employer by the employee.
- 11.6.5 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.

- 11.6.6 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.
- 11.6.7 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.
- 11.7 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.

SECTION 12 – FITNESS FOR DUTY

- 12.1 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.
- 12.2 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.
- 12.3 The Employer shall bear the cost of the fitness for duty evaluation from the employee's physician.
- 12.4 In the event the Employer requests a second review, the employee will remain on paid administrative leave until the evaluation is completed.

SECTION 13 – 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 handbook shall be addressed through the Grievance Procedure. All other complaints by employees will be addressed as provided in this section.

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; and
5. the date of submission of the complaint.

The supervisor shall hold a meeting with the complainant at a mutually acceptable time and location within ten (10) days after the 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 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. 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 section shall render the complaint null and void and bar subsequent filing of this complaint. Failure by the appropriate supervisor to timely respond to this section shall permit the complaint to be filed at the next level.
2. Time limits set forth in this section may be extended by mutual agreement. If the complainant 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 to have access to information for the purpose of investigating a complaint, the complainant 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 section 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. All complaint files shall be confidential. Specific statements made and records used in complaint meetings shall be confidential.

SECTION 14 – SUSPENSION

- 14.1 Discipline shall be for just cause only.
- 14.2 Progressive discipline shall be used.
- 14.3 Before discipline is imposed, the employee 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 section of the handbook.
- 14.4 Discipline under this section is limited to suspensions of fifteen (15) days or less without pay.
- 14.5 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.
 - 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. These code sections shall apply to the MCOE even though it is not a merit system district.

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