

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

July 1, 2020 – June 30, 2023

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SALARY SCHEDULES AVAILABLE AT:

SALARIES.MCOE.ORG

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 County Office of Education, Head Start Chapter #856 Unit B, 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:

Associate Teacher, Preschool Teacher I, Preschool Teacher II, Home Visitor

- 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.

Certificated Management:

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 Certificated 6 or 8 Hour Teacher Salary Schedules (HSCERT)

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 resolicitation 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 monies 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 HOURS

- 4.1 Employees on the Head Start certificated salary schedules work day shall be six (6) hours or eight (8) hours (Monday through Friday).
- 4.2 LUNCH PERIOD: All full-time employees covered by this Agreement shall be entitled to an uninterrupted lunch period. 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 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.

ARTICLE 5 - COMPENSATION

- 5.1 All bargaining unit members shall receive compensation in accordance with appropriate Salary Schedules. Salaries for bargaining unit members shall be established on an hourly basis.
- 5.1.1 The payroll period shall be defined as monthly. Salary payments shall be made not later than the last working day of the month. Salary payments for services in addition to the employee's regular assignment shall be made not later than the subsequent pay period after the payroll period in which the service was performed.
- 5.1.2 Compensation for periods of service greater or less than the length of time specified in the schedule shall be computed in accordance with the Education Code Section 45041.
- 5.1.3 Unit members assigned to school sites on a traditional calendar (August through June) will receive eleven (11) equal salary payments on the last working day of each month beginning August with the final payment in June.
- 5.1.4 Unit members assigned to full-day/full-year classrooms will be paid in twelve (12) equal salary payments on the last working day of each month beginning in July and ending in June of each year.
- 5.1.5 2020-2021 Salary Increases
a. 2020-2021 School Year: The 2019-2020 salary schedule shall be increased by two percent (2%) retroactive to July 1, 2020.

b. Each unit member shall receive a one-time off the schedule payment of \$900. This payment shall be made only to unit members employed with MCOE in the Chapter #856 bargaining unit as of the date of ratification of this tentative agreement.
- 5.1.6 2021-2022 Salary Increases
2021-2022 School Year: The 2021-2022 salary schedule shall be increased by 1.22% effective July 1, 2021.
- 5.1.7 2022-2023 Salary Increases
2022-2023 School Year:
a. The 2021-2022 salary schedule shall be increased by 5% retroactive to July 1, 2022.

b. Each unit member shall receive a one-time off the schedule payment of \$3,500. This payment shall be made only to unit members employed with MCOE in Chapter #856 as of the date of ratification by CSEA of this tentative agreement.

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

5.2 PLACEMENT ON THE SALARY SCHEDULE

- 5.2.1 Effective July 1, 2009, credit for full-time like experience obtained outside the Merced County Office of Education shall be granted up to step three on a year-for-year basis.
- 5.2.2 To establish an employee's salary classification and before any change in salary can become effective, an official transcript of work must be furnished. The furnishing of all such records is the responsibility of the employee.

5.3 ADDITIONAL CRITERIA FOR DETERMINING SALARY STATUS

5.3.1 All employees must have the required permit covering the area of employment.

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:

A. If not cashed, the warrant will be canceled and a new warrant will be issued.

or

B. 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

C. 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 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.

5.6.1 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.

- 5.6.2 Distances allowed for reimbursement shall not include mileage between home and the normal work location, except as noted in 5.6.4 and 5.6.5.
- 5.6.3 Distances allowed for reimbursement shall be calculated based on actual miles traveled on official business.
- 5.6.4 Certificated Bargaining Unit members 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.
- 5.6.5 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 MEALS AND LODGING REQUIRED IN CONFERENCE ATTENDANCE SPECIAL WORK ASSIGNMENT:

- 5.7.1 Unit employees shall be allowed conference time for professional growth without loss of compensation within the limits of the budget and with the approval of the Director of Head Start and Assistant Superintendent of Early Care and Education. Responsibility for expenses including registration, travel, meals, and accommodations shall be in accordance with Head Start Policy.
- 5.7.2 Reimbursement shall be in accordance with procedures established by MCOE policy.
- 5.7.3 The Employer shall continue to provide in-service time to employees in various programs at the present levels within limitations of time and budgets.

5.8 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.

5.9 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.

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

5.11 LOCAL RECOGNITION: 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 COST OF BENEFITS: Beginning in the 2021-2022 plan year, the employer annual maximum contribution toward health benefits shall be increased by \$500, from \$6360 to \$6860.
- 6.1.3 Employees working 184 days (10 months) or more 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 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.
- 6.1 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 – PAID LEAVES

- 7.1 **SICK LEAVE:** At the beginning of each school year, every employee shall be entitled to paid sick leave based on the number of contracted work days as illustrated below:

Days Worked	Sick Leave Entitlement
184-195	10 days
196-213	11 days
214-225	12 days

- 7.1.1 An employee may use his/her credited sick leave at any time during the school year. Unused sick leave shall accrue from school year to school year. Any unit member who works 15 or more days beyond the regular 184-day contract and is paid his/her regular rate from the salary schedules is entitled to one (1) additional day (6 or 8 hours) of sick leave.
- 7.1.2 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.
- 7.1.3 The employee may utilize accumulated sick leave days for pregnancy-related illnesses pursuant to Education Code Section 44965.
- 7.1.4 **Extended Illness Leave:** If a unit member has utilized all accumulated sick leave and is still absent from classroom duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the daily rate on the Head Start Substitute Salary Schedule for Substitute Associate Teachers and Permit Teachers. The five (5) school month period during which the above deductions occur shall begin immediately upon the exhaustion of an employee's regular sick leave, including industrial illness and accident leave granted under Education Code Section 44984. This leave shall not be cumulative. When an extended illness leave occurs at a time when the five (5) school months will overlap into the next fiscal year, the employee shall be entitled to differential pay, after exhaustion of all regular sick leave (the current year's entitlement), for the remainder of the five (5) school month period.

When an employee has exhausted all available leaves and is not medically able to return to work, he/she shall be entitled to re-employment rights pursuant to Ed Code 44978.1.

- 7.2 **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.
- 7.3 **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 regular work hours.
- 7.3.1 The employee shall not be required to give advance notice for leave taken for any of the following reasons:
- 7.3.1.1 Death or serious illness of a member of his/her immediate family.

- 7.3.1.2 Accident involving his/her person or property, or the person of a member of his/her immediate family.
- 7.3.2 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.
 - 7.3.2.1 Appearance in court as a litigant or as a witness under official order.
 - 7.3.2.2 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.
 - 7.3.2.3 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.
 - 7.3.2.4 Seeing a son, daughter, spouse, or parent off to military duty.
 - 7.3.2.5 Funerals.
 - 7.3.2.6 Extensions of bereavement leave.
- 7.3.3 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.)
 - 7.3.3.1 Attendance at or participation in functions or activities, which are primarily for the employee's pleasure, amusement, or personal convenience.
 - 7.3.3.2 The extension of holidays or vacation periods for personal convenience.
 - 7.3.3.3 Accompany a spouse on a trip when such travel is not otherwise authorized by these rules.
- 7.3.4 Personal necessity will not be approved including but not limited to the following reasons:
 - 7.3.4.1 Seeking or engaging in remunerative employment.
 - 7.3.4.2 Engaging in a strike, demonstration, picket, lobbying activity, rally, march, campaign meeting, or any other activities related to work stoppage or political campaigning.
 - 7.3.4.3 Religious or non-school conference.

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

- 7.4.1 The employee shall present to his/her supervisor the actual notice to appear for jury duty.
- 7.4.2 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.
- 7.4.3 An employee called to jury duty will return to work for any portion of a day exceeding one (1) hour that his/her services are not required by the court.

7.5 INDUSTRIAL ACCIDENT LEAVE: Pursuant to the provisions of Education Code Section 44984, a certificated employee shall be provided leave of absence for industrial accident or occupational illness under the following rules and regulations:

- 7.5.1 The industrial accident or occupational illness must have arisen out of and in the course of employment of the employee; and must be accepted as a bona fide injury or illness arising out of and in the course of employment pursuant to guidelines established by the State Compensation Fund.
- 7.5.2 Allowable leave for such industrial accident or occupational illness shall be for the number of days of temporary disability not to exceed sixty (60) working days during which the schools of the Employer are required to be in session or when the employee would otherwise have been performing work for the Employer in any one fiscal year for the same accident.
- 7.5.3 Allowable leave for industrial accident or occupational illness shall not be accumulated from year to year.
- 7.5.4 The industrial accident or occupational illness leave under these rules and regulations shall commence on the first day of the absence.
- 7.5.5 When an employee is absent from his/her duties on account of industrial accident or occupational illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- 7.5.6 Industrial accident or occupational illness shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 7.5.7 When an industrial accident or occupational illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 7.5.8 During any paid leave of absence, the employee shall endorse over 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.
- 7.5.9 Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Employer authorizes travel outside the State.
- 7.5.10 Upon termination of the industrial accident or occupational illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, 44983)

and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or occupational illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.

7.5.11 These provisions for industrial accident and illness leave shall apply only to certificated employees whose services are regularly scheduled.

7.5.12 An employee shall be deemed able to return to work from an industrial illness or accident at such time as he/she and his/her physician agree that the employee is able to perform his/her duties.

7.6 SABBATICAL LEAVE: Certificated employees with at least seven years of service with MCOE Head Start are eligible to apply for a sabbatical leave of no more than one-half (1/2) school year in duration so long as the purpose of such leave is to pursue a program of study, research, or travel which shall be of benefit to the MCOE Head Start programs. Such leave is subject to the availability of a suitable substitute who meets the employer's requirements for the position being temporarily vacated. No more than two MCOE Head Start certificated employees may take sabbatical leave during a school year. While on leave, the employee will receive the differential between his/her salary and the salary paid the substitute with no reduction in fringe benefits. Employees who receive and fulfill sabbatical leave of one-half school year shall agree to be employed by MCOE Head Start for three (3) additional years.

7.6.1 Selection: Eligible certificated employees requesting sabbatical leave will submit a written request through their Education Coordinator to their Director no later than April 30 for those seeking leave in the fall term and no later than November 1 for those seeking leave in the spring term.

7.6.2 The Head Start Director will convene a committee composed of teachers and administrators to review applications with teachers comprising the majority of the committee. Specific parameters for selection of sabbatical leave candidates will be jointly developed by MCOE and CSEA and incorporated into this Agreement.

7.6.3 Employees shall be notified of the decision to grant the leave 30 days after submitting their application.

7.7 MILITARY LEAVE

7.7.1 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.

7.7.2 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 her/she had not been in military service.

7.7.3 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 Unit B 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 10 days prior to the requested release so as to ensure efficient operation of the Head Start Program.

7.8.3 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 5.7.2.

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 LEAVE VERIFICATION

7.10.1 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 this 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 CFRA 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 **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 **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.
- 8.6.1 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 for which he/she is qualified, and he/she shall have bumping and seniority rights in the same manner as if there were a reduction in force.
- 8.7 **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.
- 8.8 **FAMILY CARE LEAVE**: Consistent with the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA), eligible employees will be allowed to use all paid leave banks in lieu of payroll deduction.

ARTICLE 9 - REASSIGNMENT/WORKSITE TRANSFER

- 9.1 DEFINITIONS: Transfer shall be defined as a change of job location, but within the same classification. Transfers 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 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 B).
- 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.
- 9.3.1 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.

9.4 VACANCIES:

9.4.1 Unit vacancies will be posted at all sites, at the Human Resources Office at MCOE, and on Ed Join.

9.5 SALARY ADJUSTMENT - Temporary Change of Assignment: A bargaining unit member who possesses the appropriate certification may be temporarily assigned the duties and responsibilities of a higher classification (e.g. Associate Teacher to Teacher I), 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.

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.
- 10.1.4 An "informal grievance" is one which is at the level of discussion with the employee and his/her immediate supervisor.
- 10.1.5 A "formal grievance" is a written statement of a grievance filed with the appropriate supervisor after an informal meeting and within the time limits specified within this Agreement.
- 10.1.6 The Association may present grievances where it alleges that the Association itself has been directly and adversely affected by a violation, misapplication or misinterpretation of the specific terms of this Agreement. The Association may not present a grievance in its name on behalf of unnamed employees or as a "class action."

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

10.2.1 Informal Stage:

- 10.2.1.1 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 Formal Stage:

- 10.2.2.1 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.
- 10.2.2.2 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.

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

10.3 RIGHTS OF TEACHERS TO REPRESENTATION

- 10.3.1 No reprisals of any kind shall be taken against the grievant or member of the Association by the Employer or the Association by reason of participation in grievance processing.
- 10.3.2 All documents, communications, and records relating to the processing of the grievance shall be filed in a separate grievance file and shall not be admitted to the personnel file of any of the participants.
- 10.3.3 Every attempt shall be made to process grievances outside the time the employee is in contact with students. However, the grievant, witnesses or Association representative(s) shall be released without loss of compensation to attend formal hearings or meetings during the work day.
- 10.3.4 The employee has the right to resolve a grievance below Level One, without Association intervention, provided the adjudication of the grievance is consistent with the terms of this Agreement and the Association receives a copy of the proposed settlement and has an opportunity to state its views prior to the implementation of the decision.
- 10.3.5 The Association may file a grievance at Level Three on behalf of more than one (1) teacher.

ARTICLE 11 - EVALUATIONS/PERSONNEL FILES

- 11.1 The Employer accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated.
The purpose of the Head Start evaluation process is to formally document in writing observations of employee performance related to the achievement of the performance standards of the job. The evaluation documents should record factual information, should be completed according to the prescribed timelines, and should be constructive in content.
- 11.2 The Employer shall evaluate and assess certificated instructional employee competency as it relates to:
- 11.2.1 The progress of pupils toward the standards established.
 - 11.2.2 The instructional techniques and strategies used by the employee.
 - 11.2.3 The employee's adherence to curricular objectives.
 - 11.2.4 The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
 - 11.2.5 Non-instructional duties.
- 11.3 Every Head Start teacher shall be evaluated by the administration in writing at least once each school year. Nothing in this section shall preclude evaluations more often than every year where performance indicates need for additional help.
- 11.4 Evaluations of certificated employees shall be based, in part, on a minimum of two (2) observations lasting a minimum of 30 minutes. Each observation period shall be followed by a conference within five (5) working days in which the evaluator and the certificated employee shall review the observation and discuss strategies, procedures, and techniques for teaching the performance standards. Subsequent observations may be scheduled at the discretion of the supervisor or upon request of the unit member. Dates of observations and post-observation conferences shall be documented on the evaluation form.
- 11.5 Supervisors will prepare a written evaluation, using the approved form, and must include a recommendation regarding the renewal of the employee's contract. The supervisor will meet with the certificated employee and give the employee the opportunity to read and discuss the evaluation.
- 11.6 A completed copy of the evaluation will be given to the employee no later than thirty (30) days before the last school day of the adopted calendar with a conference scheduled within five (5) days to discuss the evaluation.
- 11.7 No certificated employee shall be held accountable for any aspect of the educational program over which he/she has no jurisdiction.
- 11.8 Non-administrative certificated personnel shall not be required to participate in the evaluation and/or observation of other unit non-administrative personnel, nor shall be required to evaluate themselves.
- 11.9 Untrue or undocumented statements shall not be included in written evaluations and/or the teacher's personnel file.
- 11.10 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.

- 11.11 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.
- 11.12 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.
- 11.13 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.
- 11.14 Every employee shall have the right to inspect such materials upon reasonable request.
- 11.15 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.
- 11.16 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.
- 11.17 Evaluation shall not make reference to nor be influenced by an employee's race, color, creed, domicile, sexual orientation, marital status, age, political preference, physical handicap, or professional association membership status.
- 11.18 All final evaluation forms shall be approved by the Association prior to their implementation.
- 11.19 Changes to final evaluation forms shall be made as necessary by a committee comprised of bargaining unit members and management staff of the department.

ARTICLE 12 - SEVERABILITY

- 12.1 SAVINGS CLAUSE: If any provisions of this Agreement or any application thereof to any employee is invalidated by new legislation or order issued by a governmental authority to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications 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 18 of this Agreement.
- 13.2 The above provision is not intended to relieve the County of the obligation to bargain with the Association prior to changing any existing rules, regulations, or practices which are within the scope of representation.

**ARTICLE 14 - LAYOFF AND REEMPLOYMENT OF CHILD DEVELOPMENT
PERMIT TEACHERS**

- 14.1 LAYOFF OF CHILD DEVELOPMENT PERMIT TEACHERS: Layoff may occur for any of the following reasons:
- 14.1.1 Lack of work
 - 14.1.2 Lack of funds
- 14.2 ORDER OF LAYOFF
- 14.2.1 Order of layoff shall be determined by length of service in accordance with the provisions of Education Code Section 8366.
- 14.3 NOTICE OF LAYOFF
- 14.3.1 Employees shall be given written notice of layoff not less than sixty (60) days prior to the date of the layoff.
 - 14.3.1.1 In the event of an actual and existing financial inability to pay salaries, the above notice requirement does not apply.
 - 14.3.2 Such written notices shall be served personally upon such employees or sent by certified mail to affected employees at their last address given to MCOE.
 - 14.3.3 The notice shall contain:
 - 14.3.3.1 The reason for the layoff.
 - 14.3.3.2 The effective date.
 - 14.3.3.3 The employee's re-employment rights.
- 14.4 SENIORITY RECORDS:
- 14.4.1 MCOE shall maintain a record for determining order of layoff which includes the hire date of each employee in a child development permit teacher position. Such record shall be made available to CSEA upon request. Employees may bring to MCOE's attention any objection to their seniority record. Objections must be made within five (5) working days of the date MCOE makes the record available, to allow the MCOE time to review the record, and if necessary, correct any error contained therein. Otherwise, the seniority record shall be deemed to be correct.
- 14.5 RE-EMPLOYMENT RIGHTS UPON LAYOFF:
- 14.5.1 Re-employment rights shall be in accordance with the provisions of Education Code Section 8366.
 - 14.5.2 Employees who have been laid off because of lack of work or lack of funds are eligible for re-employment for up to 39 months and shall be re-employed in preference to new applicants.

- 14.5.3 Seniority earned prior to the effective date of layoff shall be reinstated to the employee who is subsequently re-employed within the 39 month period.
- 14.5.4 Laid off employees are responsible for providing the Human Resources Department with their current mailing address and phone number. An employee who is laid off and becomes eligible for re-employment shall be notified by certified mail addressed to the last known address on file with the Human Resources Department. Such employees shall have four (4) working days from receipt of notice to respond to the offer of re-employment. Should the notice of re-employment be undeliverable or the noticed employee not accept the offer of re-employment, the employee's name shall be removed from the re-employment list, and it shall be presumed that the employee shall have exhausted his/her re-employment rights. Upon acceptance of re-employment, the employee shall have five (5) workdays to report for work unless MCOE agrees to an extension of the reporting date. Such extension shall be solely at the discretion of MCOE.

ARTICLE 15 – FITNESS FOR DUTY

- 15.1 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.
- 15.2 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.
- 15.3 The Employer shall bear the cost of the fitness for duty evaluation from the employee's physician.
- 15.4 In the event the Employer requests a second review, the employee will remain on paid administrative leave until the evaluation is completed.

ARTICLE 16 – CATASTROPHIC LEAVE

- 16.1 Unit members may participate in the MCOE Catastrophic Leave Program in accordance with MCOE Policy P3030-1.

ARTICLE 17 – COMPLAINTS

- 17.1 Complaints alleging discrimination in employment will be addressed through the MCOE policy on Nondiscrimination in Employment.
- 17.2 Complaint alleging a violation of the terms of this Agreement shall be addressed through the Grievance Procedure Article 10.
- 17.3 All other complaints by bargaining unit members will be addressed in accordance with appropriate MCOE policies.

ARTICLE 18 – TERM OF AGREEMENT

- 18.1 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 the 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:

APPENDIX B - ARTICLE 6-FRINGE BENEFITS PREVIOUS VERBIAGE (HISTORICAL)

6.2.1 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 2007-08 school year, the maximum Employer contribution shall be \$4,500.00. Effective July 1, 2012, 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 Benefit Plan Year, the employer annual maximum contribution toward health benefits shall be \$5200.00 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 \$5500.00. The annual employee contribution shall be deducted on an 11 month basis effective August, 2012. For the 2013-2014 school year, the maximum employer contribution shall be \$5500.00. 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 \$6,360.00 effective the 2019-20 plan year. (Revised 3/15/19)

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