

AGREEMENT

JULY 1, 2015 THROUGH JUNE 30, 2018

between

**California School Employees Association and its
San Mateo County Office of Education Chapter No. 789**

and

San Mateo County Superintendent of Schools

San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City, California 94065

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PREAMBLE

This Agreement is made and entered into pursuant to the California Government Code, Title 1, Division 4, Chapter 10.7, Sections 3540 through 3549, by and between the San Mateo County Superintendent of Schools, hereinafter referred to as "the County Office", and "the California School Employees Association Chapter No. 789", or its successors, hereinafter referred to as "the Association" or "CSEA", for the purpose of insuring the rights guaranteed to the employees of the unit, the County Office, and the Association by the above Act.

ARTICLE 1 - RECOGNITION

The County Office hereby acknowledges the Association as the exclusive bargaining representative for all regular full-time and regular part-time classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement, except for positions designated by the County Office as management, supervisory, and confidential, and all other positions not specifically included. All newly created positions shall be assigned by the County Office to the appropriate bargaining unit, subject to the rules of the Public Employment Relations Board. Prior to making any such assignment, the County Office shall confer on the matter with a representative of the Association. The bargaining unit shall not be changed unless by mutual consent of the parties, subject to the rules of the Public Employment Relations Board. When a position is created, the County Office will meet on a timely basis with representatives of the Association to discuss the position's assignment to a bargaining unit. A similar meeting will take place between the County Office and the Association when a position in the Unit is being abolished.

ARTICLE 2 - ORGANIZATIONAL SECURITY

2.1 – Check Off

The Association shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the County Office. The County Office shall, upon written authorization from any employee in the unit, deduct and make remittance for insurance premiums, credit union payments, savings bonds, charitable donations or other legally authorized purposes jointly approved by the Association and the County Office. "Legally authorized purposes" shall include voluntary deductions for the Victory Club.

2.2 – Dues Deduction

The County Office shall deduct, in accordance with the Association dues and service fee schedule, dues from the wages of all members of the bargaining unit who are members of the Association on the date of the execution of this Agreement or who become members thereafter who have submitted dues deduction authorization forms to the County Office. The County Office shall immediately notify the President of Chapter 789 CSEA in writing if any member revokes a dues deduction authorization.

2.3 – Service Fee

All employees in the bargaining unit who are not members of the Association shall be required, as a condition of continuing employment, beginning on the 30th day following the execution of this Agreement or the 30th day following initial employment, whichever is later, to pay a service

fee to the Association for collective bargaining, contract administration, and grievance adjustment, payable at the same time as the Association's regular dues are collected. The service fee shall be in the same amount and payable at the same time as the Association's regular dues, exclusive of initiation fees. In the event any employee covered by this Agreement shall fail to tender periodic dues or service fees, the Association shall give a notice in writing to the County Office requesting a meeting with the employee and County Office representatives to discuss the situation. If after a meeting with the County Office and Association officials the employee continues to refuse to pay the required dues or service fee, the Association shall file court action against the employee for the amount of the unpaid dues or fee. The Association shall notify in writing the County Office and employee of its claim filed in court, at which time the County Office shall institute dismissal proceedings against the employee within five days thereafter.

2.4 – Amount of Deduction

The amount of deduction for dues or service fee shall be adjusted once each year, based on employees' salaries as negotiated for the fiscal year, and on the current dues schedule for the Association, within sixty (60) days after signing of the salary Agreement for the year.

2.5 – Religious Objection

Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of continued employment except that once such employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs will be required, in lieu of a service fee, the employee shall be required to pay sums equal to such service fee either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:

- American Cancer Society
- Easter Seal Society for Crippled Children and Adults
- American Heart Association

Evidence shall be presented to the parties to this Agreement that an employee belongs to such religious body within thirty (30) days of the date of this Agreement, or of their initial employment. Such employee shall provide proof on an annual basis to the County Office and the Association that such payments have been made as a condition of continued exemption from the requirement of financial support to the exclusive representative.

If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the Employee's behalf, the Association is authorized to charge the employee for the reasonable cost of using such procedure.

2.6 – Hold Harmless Clause

The Association shall indemnify, defend, and hold the County Office harmless from any and all claims, demands, suits, or any other action arising from the organizational security provisions contained herein.

ARTICLE 3 – ASSOCIATION RIGHTS

3.1 – Association Communications

The Association shall have the right to post notices of activities and matters of Association concern on institutional bulletin boards, and to use the inter-school mail service and employee mail boxes for communications to classified employees regarding matters for which the Association is lawfully involved, subject to reasonable regulations.

Items placed in school mail must be signed by the responsible individual organization.

3.2 – Use of Facilities

The Association shall have the right to use institutional facilities at reasonable times for the purpose of meetings with the exercise of the rights set forth in this Agreement.

3.3 – Association Right of Access

The Association shall have the right of access at reasonable times to areas in which the employees work.

3.4 – Board Agenda

One copy of the agenda and non-confidential supporting materials will be provided to the Association at least forty-eight (48) hours in advance of each Board meeting.

3.5 – Information

The County Office shall upon written request, provide the Association with a complete list of all bargaining unit employees by classification, hire date, and job site within thirty (30) days of the effective date of this Agreement. The County Office shall also provide the Association with a current listing of additions and deletions to the bargaining unit upon request. The County Office shall, upon written request, provide the Association with a list by classification showing placement of classified employees on the salary schedule as of October 1.

3.6 – Right of Representation

The Association shall have the right to have a representative confer with the supervisor of any unit member at any reasonable time regarding any employment matter involving the unit member.

3.7 – Right to Review

The Association shall have the right to review employees' personnel files when accompanied by the employee or on presentation of a written authorization signed by the employee.

3.8 – Distribution of Contract

Within thirty (30) days after the execution of this Agreement, the County Office shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit.

Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the County Office without charge at the time of employment. Each employee in the bargaining unit shall be provided by the County Office without charge with a copy of any written changes agreed to by the parties to the Agreement during the life of this Agreement. The Association agrees to submit in writing a schedule of desired information. The schedule will be reviewed and approved by the County Office.

3.9 – Annual Conference

The Association shall have the right to send three (3) representatives to the annual statewide conference of the California School Employees Association on released time with no loss of pay, expenses to be paid by the Association and/or the individual employee provided the absence of two representatives from the same program will not seriously impair its function. No more than one representative shall be selected from a single section of a program without approval of the division head. Written application for such released time shall be submitted through the division head to the Superintendent at least thirty (30) days prior to the conference.

3.10 – Notices to the Association

Throughout this Agreement, reference to notifying, informing, or otherwise communicating with "the Association" or "CSEA" shall mean notifying, informing, or otherwise communicating with the current President of CSEA Chapter 789.

3.11 – Release Time

- 3.11.1 The County Office shall provide one hundred (100) cumulative hours of release time per fiscal year or union related business for chapter and Association Officers and Association members who are CSEA state committee members.
- 3.11.2 Chapter and Association Officers and Association members who are CSEA State Committee Members shall be identified in a letter, which shall be provided to the County Office on an annual basis.
- 3.11.3 In order to take this release time, an employee must submit a written request for the leave to his/her supervisor as far in advance as possible, but, except in emergency situations, no less than five (5) days prior the commencement of the leave. In determining whether to approve the request, the factor the supervisor will take into account, include, but are not limited to, the impact on the Program and the ability to obtain substitute coverage.

3.12 – Orientation

The Chapter President will be notified immediately after a new employee is hired as to when their orientation will be held. CSEA will be given fifteen (15) minutes immediately following their orientation to provide information about CSEA.

ARTICLE 4 – MANAGEMENT RIGHTS

The County Office reserves all rights not specifically limited by this Agreement, the Education Employment Relations Act, or the Education Code. Selected illustrations of these rights follow:

4.1 – To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services;

4.2 – To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees;

4.3 – To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of office operations; and

4.4 – To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

ARTICLE 5 - SALARY AND HEALTH AND WELFARE BENEFITS

5.1 – Salary

5.1.1 The County Office agrees to provide a 4.0% increase to the salary schedule, retroactive to July 1, 2015.

5.1.2 Effective July 1, 2016, the County Office agrees to provide a 4.0% increase to the salary schedule.

5.1.3 Effective July 1, 2017, the County Office agrees to provide a 3.0% increase to the salary schedule.

5.2 – Health Benefits

5.2.1 Health Benefits Cap

5.2.1.1 2016 Calendar Year Benefits Cap

5.2.1.1.1 Effective January 1, 2016, the County Office will

contribute a maximum of \$875 per month towards the benefit package for those employees who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$875. The remainder will be applied towards medical coverage for the employee. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for an employee only, to the extent there is any unused money from the \$875 per month maximum contribution, it may be used to contribute to in the following descending order: (1) medical coverage for spouses, registered domestic partners, or dependents; and/or (2) vision coverage for employee only vision coverage.

5.2.1.1.2 Effective January 1, 2016, all employees who work 0.50 FTE or more will be eligible to receive the maximum of \$875 per month towards their medical benefits package.

5.2.1.1.3 For the 2016 benefit calendar year only (measured from January 1, 2016 to December 31, 2016), the County Office and CSEA agree that if there is an increase of more than 10% in the annual cost of the medical premium for employee only Kaiser medical coverage from the 2015 benefit plan year to the 2016 benefit plan year either party may request to reopen Article 5.3.1 (the “triggering event”). The parties shall calculate the percentage increase using the annual premium cost for employee only Kaiser medical coverage from the 2015 benefit plan year and the annual premium cost for employee only Kaiser medical coverage for the 2016 benefit plan year. If either party determines that the triggering event has occurred and elects to invoke the reopener, it shall notify the other party in writing within 14 calendar days of CalPERS releasing the final premium amounts for the 2016 benefit plan year. In the written notice, the party electing to reopen negotiations shall offer at least three possible dates for negotiations at least one week apart.

5.2.1.2 2017 Calendar Year Benefits Cap

5.2.1.2.1 Effective January 1, 2017, the County Office will contribute a maximum of \$925 per month towards the benefit package for those employees who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$925. The remainder will be applied towards medical coverage for the employee. After deducting

the cost of single dental coverage, basic life insurance, and the cost of medical coverage for an employee only, to the extent there is any unused money from the \$925 per month maximum contribution, it may be used to contribute to in the following descending order: (1) medical coverage for spouses, registered domestic partners, or dependents; and/or (2) vision coverage for employee only vision coverage.

5.2.1.2.2 Effective January 1, 2017, all employees who work 0.50 FTE or more will be eligible to receive the maximum of \$925 per month towards their medical benefits package.

5.2.1.3 2018 Calendar Year Benefits Cap

5.2.1.3.1 Effective January 1, 2018, the County Office will contribute a maximum of \$975 per month towards the benefit package for those employees who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$975. The remainder will be applied towards medical coverage for the employee. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for an employee only, to the extent there is any unused money from the \$975 per month maximum contribution, it may be used to contribute to in the following descending order: (1) medical coverage for spouses, registered domestic partners, or dependents; and/or (2) vision coverage for employee only vision coverage.

5.2.1.3.2 Effective January 1, 2018, all employees who work 0.50 FTE or more will be eligible to receive the maximum of \$975 per month towards their medical benefits package.

5.2.2 Cash Back Option

The County Office will contribute a maximum of \$275 per month to employees who work more than 0.50 FTE and do not participate in one of the County Office CalPERS medical plans. The cost of single dental coverage and basic life insurance will be deducted from the \$275 per month. The remainder will be “cash back” to employees.

5.2.3 Affordable Care Act Reopeners

In the event health plan requirements (Mandatory Health Plan Requirements) are adopted by the federal or state government(s), which impact the parties' bargained agreement on health care coverage, the parties agree that the

collective bargaining agreement shall, upon request of either party, be reopened for negotiations to address health care coverage. The parties also agree to reopen the Agreement to bargain any change required by the Affordable Care Act (“ACA”) regarding the imposition or pending imposition of an excise tax during the term of the Agreement due to coverage which violates maximum value coverage under the ACA (the “Cadillac Tax”), and to negotiate regarding the Cadillac Tax, including, but not limited to, how the Cadillac Tax will be apportioned between the parties.

5.3 – Section 125 Flexible Benefits Plan

Association members shall be eligible to participate in the 125 Plan (premium only).

5.4 – Mileage Reimbursement

The County Office shall reimburse an Association member at the current IRS rate per mile for use of the Association member’s vehicle to conduct business for the County Office.

5.5 – Dental Benefits

- 5.5.1 The County Office agrees to provide dental benefits as set forth in Option “L” of the San Mateo County Schools Insurance Group JPA.
- 5.5.2 In accordance with Article 5.2, any increase in premium costs associated with electing this dental plan shall be included within the County Office’s maximum contribution per month for each eligible employee towards the monthly premiums for employee only medical, dental, and basic life insurance coverage.

5.6 – Vision Benefits

- 5.6.1 The County Office will make available vision benefits to CSEA unit members through VSP or other provider as selected by the County Office.
- 5.6.2 Participation in the vision plan shall be voluntary and employees must elect to participate during the open enrollment period.
- 5.6.3 The premiums and other costs associated with electing to have vision coverage shall be the responsibility of each employee, except as specified in Article 5.2.1.1.1, Article 5.2.1.2.1, and Article 5.2.1.3.1.

5.7 – Retiree Medical Benefits

- 5.7.1 The County Office provides an employee who retires a contribution of up to \$200.00 per month to offset the cost of the County Office medical/dental plan premiums.
- 5.7.2 This payment will continue for ten (10) years or to age sixty-five (65), whichever occurs first.

5.7.3 To be eligible, the employee must have worked a total of ten (10) years, consecutively or non-consecutively, for the County Office before the effective date of retirement.

5.7.4 The retirees' spouse shall be allowed to receive the County Office contribution towards health and medical benefits if the retiree dies prior to completing the "benefit period," under the same conditions as the retiree.

5.8 – Longevity

5.8.1 The base salary for unit members shall be increased by:

5.8.1.1 2.875% (or \$25 per month not prorated) at beginning of the 8th year of service at the County Office.

5.8.1.2 an additional 2.875% (or \$50 per month not prorated) at the beginning of the 13th year of service at the County Office.

5.8.1.3 an additional 5% at the beginning of the 15th year of service at the County Office.

5.8.1.4 an additional 2.5% at the beginning of the 18th year of service at the County Office.

5.8.1.5 an additional 2.5% at the beginning of the 21th year of service at the County Office.

5.8.1.6 an additional 2.5% at the beginning of the 29th year of service at the County Office.

5.8.2 For computing longevity increments, a "year of service" shall be one calendar year of service as an employee on the regular (not variable) payroll.

5.9 – Out-of-Classification Pay

Any employee who is required to perform duties inconsistent with those assigned to the position for a period of three days or more during any period of 15 calendar days shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

5.10 – Out-of-Classification Assignment

Out-of-classification assignments shall be offered to employees on the site in the appropriate classification who meet the minimum requirements for the assignment as determined by the County Office, in order of seniority.

5.11 – Employee's Property

5.11.1 The County Office shall reimburse an employee up to a maximum of \$150 for

damage to personal property, which is required in the course of the employee's employment.

- 5.11.2 No reimbursement will be provided for property damage due to the employee's negligence.
- 5.11.3 Claims for reimbursement shall be submitted in writing and approved by the employee's Program Manager.

ARTICLE 6 – HOURS AND OVERTIME

6.1 – Regular Work Week

- 6.1.1 The regular workweek for full-time employees shall consist of five (5) consecutive days of eight (8) consecutive hours per day and forty (40) hours per week.
- 6.1.2 The regular work week shall be Monday through Friday, except for any position currently assigned (as of September 30, 1981) to a different schedule or any employee mutually agreeing with the County Office to work a different schedule.

6.2 – Work day

The work day for full-time employees shall be eight (8) hours of work within any twenty-four (24) hour period.

6.3 – Part-Time Assignment

- 6.3.1 The length of the work day for part-time employees shall be designated by the County Office.
- 6.3.2 Part-time assignments shall be made at the beginning of the school year on a fixed, regular, and ascertainable minimum number of consecutive hours, not less than three (3) hours per day.
- 6.3.3 Hours may be modified by mutual agreement of the employee and County Office.

6.4 – Lunch Period

All employees whose regular work day is six (6) hours or more shall receive a duty-free meal period without pay of not less than one-half hour or not more than one hour.

6.5 – Rest Periods

All employees shall receive a paid fifteen (15) minute period in each four (4)-hour working period.

6.6 – Overtime

- 6.6.1 Overtime is defined as any time required, suffered, or permitted to be worked in excess of eight (8) hours in any one day or forty (40) hours in any calendar week.
- 6.6.2 Overtime must be authorized in advance by the employee's designated supervisor.
- 6.6.3 Overtime hours shall be compensated at one and one-half times the regular rate of pay for the employee.
- 6.6.4 Overtime assignments for County Office custodians and custodian/maintenance workers shall be offered on a rotational basis by seniority, within the department or school site.
 - 6.6.4.1 A seniority list shall be given to the internal financial services administrator or designee by the personnel department for each site. The list will start with the most senior at the top and least senior at the bottom (at the specific site). As overtime is needed, the most senior person shall be offered the overtime first, next the second most senior, 3rd, 4th, etc.
 - 6.6.4.2 If an employee refuses or declines the overtime for any reason, his/her name shall go to the bottom of the list, and the next name on the list shall be offered the overtime assignment.
 - 6.6.4.3 The list and assignments shall be posted in a place to be seen by all concerned (County Office/employees).
 - 6.6.4.4 If all qualified employees in the department or site refuse an overtime assignment, the County Office may require the least senior qualified employee to perform the assignment.
- 6.6.5 Compensatory time off in lieu of cash compensation shall be granted if requested by the employee. Such compensatory time off shall be taken within twelve (12) calendar months following the month in which the overtime was worked. If an employee has not taken earned compensatory time off by the end of the twelve-month period, the employee shall be paid an equivalent amount at the next pay period.
- 6.6.6 When an employee is required to work on any holiday, as listed in the applicable calendar for the given school year, he/she shall be paid or given compensatory time off for such work in addition to the regular rate of pay received for the holiday at the rate of two (2) times his/her regular rate of pay. This section does not apply to Saturdays or Sundays.

6.7 – Flextime

- 6.7.1 The County Office has the responsibility and authority for final decisions on all flextime arrangements.
- 6.7.2 Flextime is defined as a regular change in the workweek where the reporting and departure time within an eight (8) hour workday for a specified period of time is adjusted.
- 6.7.3 A request for flextime may be made at any time by the unit member by completing and submitting the form. See San Mateo County Office of Education Proposal for Flextime, Appendix C.
- 6.7.4 The Program Manager has final authority over implementation of a flextime arrangement.
- 6.7.5 Any denial of a flextime request shall be in writing and shall contain the reasons for the denial.
- 6.7.6 If it is determined that a flextime arrangement interferes with the operation of a Program, the County Office shall modify or terminate the flextime arrangement within twenty (20) working days of written notification of the employee.

6.8 – Call-In-Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive at least three hours pay at the appropriate rate of pay, regardless of the actual time worked.

6.9 – Call-Back Time

Any employee called back to work after completion of his/her regular assignment shall receive at least three hours pay at the appropriate rate, regardless of the actual time worked.

6.10 – Shift Differential Compensation

- 6.10.1 All positions the regularly assigned time of which require the incumbent to work one-half times or more between the hours of 5:00 p.m. and 7:00 a.m., Monday through Friday, shall be paid at monthly rates one step higher than the range for daytime employees, a total of 5.75 percent for the second shift, and two steps higher for the third shift.
- 6.10.2 Employees assigned to night work on a continuous basis who are ordered to temporary daytime work shall suffer no reduction in compensation by reason of the change.

6.11 – Bus Drivers

Unit members who are school bus drivers shall receive paid time of fifteen minutes for checking out the bus before a run and fifteen minutes for cleaning the bus after a run.

6.12 – Meetings

- 6.12.1 Employees who are requested to attend meetings outside of their regular working hours shall be given reasonable prior notice, and may not be required to attend if attendance would work a hardship on the employee.
- 6.12.2 Employees who attend such meetings shall be paid for the time spent at the meeting at their appropriate rate of pay.
- 6.12.3 Employees honored at meetings for longevity or other reasons during the employees' regular work day will, with the approval of their supervisor, receive release time to attend.

6.13 – Vacancies

- 6.13.1 When a position becomes vacant for a period of four calendar months or more, bargaining unit members in the same classification who are currently working less hours than the vacant position, who have submitted a request for such assignment, shall be offered the position in order of seniority.
- 6.13.2 Positions which become vacant for less than four months may be filled by a substitute or probationary assignment at the discretion of the County Office, only after all overtime requests have been issued and answered.

ARTICLE 7- TRANSFER

7.1 – Transfer

- 7.1.1 A transfer is a change in work site or shift, but not in job class or salary.
- 7.1.2 The County Office has the responsibility and authority for final decision on all transfers.
- 7.1.3 Transfers shall not change the employee's anniversary date, accumulated sick leave, or accumulated vacation credits.
- 7.1.4 Transfers shall have no effect on seniority.
- 7.1.5 Transfers shall not be used as a device to alter the effects of impending layoff.

7.2 – Transfer Between Shifts

- 7.2.1 An employee may initiate a request for transfer between shifts by submitting a "Request for Transfer" form to the immediate supervisor. All request forms

shall be filed in the Human Resources Department and shall be kept in active status until the employee requests otherwise.

7.2.2 The employee shall be transferred to the next vacancy for which he/she is qualified following the submission of a "Request for Transfer." If no vacancy exists, the County Office shall make all possible efforts to implement requested transfers between shifts.

7.2.3 If two or more employees apply for a transfer to the same vacancy, the most senior employee shall be transferred except when urgent and/or special needs of the County Office require otherwise.

7.3 – Voluntary Transfer

7.3.1 A voluntary transfer is a transfer which is initiated at the employee's request.

7.3.2 An employee may initiate a request for transfer at any time by submitting a "Request for Transfer" form to the immediate supervisor and the Human Resources Department. All completed request forms shall be filed in the Human Resources Department.

7.3.3 Notice of Vacancies

7.3.3.1 Notice of all vacancies for internal transfer shall be posted at the County Office and at each program center for a period of ten (10) days.

7.3.3.2 Each Friday during that 10-day period from 1:00 p.m. to 5:00 p.m., a phone recording of all vacancies will be available with job title, location, hours and closing dates stated.

7.3.3.3 The Human Resources Department shall notify the appropriate supervisor in writing of the employees to be considered from the transfer list.

7.3.4 No request for transfer shall be denied for arbitrary and capricious reasons.

7.4 – Involuntary Transfer

7.4.1 An involuntary transfer is a transfer which is initiated by the County Office.

7.4.2 An involuntary transfer shall not be made for arbitrary and capricious reasons. Specific reason(s) for the transfer shall be given to the employee.

7.4.3 Notice of such transfer shall be given to the employee at least five working days prior to being transferred, and the employee shall be given an opportunity to discuss the transfer with the supervisor prior to being transferred.

ARTICLE 8 – LEAVES

8.1 – Bereavement Leave

- 8.1.1 All employees shall be granted leave with full pay for a period of up to five (5) working days in the event of the death of any member of the employee's immediate family.
- 8.1.2 This time shall not be deducted from the employee's accumulated sick leave.
- 8.1.3 For purposes of this Section, "immediate family" is defined as: mother, father, grandmother or grandfather of the employee or the employee's spouse or registered domestic partner, and the son, son-in-law, daughter, daughter-in-law, brother, sister or grandchild of the employee or registered domestic partner, or any person living in the immediate household of the employee.
- 8.1.4 In exceptional circumstances, the Superintendent may grant bereavement leave for other than those listed above.
- 8.1.5 Up to one day of leave with full pay may be granted by the division head to attend the funeral of a person other than those listed above.
- 8.1.6 Bereavement Leave must be taken within fifteen (15) days of the funeral.
- 8.1.7 Employees traveling outside of California for the death of an immediate family member and due to the fact that said employee is responsible for settling the deceased's affairs, shall be granted five additional working days with full pay. The employee must show proof of being the responsible representative (executor, executrix, successor, trustee, etc.) of the deceased's affairs to the Associate Superintendent of Human Resources.

8.2 – Court Appearance and Jury Duty Leave

- 8.2.1 All employees shall be granted leave with pay for jury duty, or to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
- 8.2.2 The employee shall refund to the County Office any amount received for jury or witness fees, not including travel or meal expenses.

8.3 – Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

8.4 – Sick Leave

- 8.4.1 Sick leave is the absence of an employee because of illness or injury of the employee, or illness or injury of the employee's child which requires the absence of the employee during regularly assigned hours of service, or illness of the employee's immediate family which requires such absence. Bargaining unit employees may use sick leave for the following purposes:
- 8.4.1.1 Safe leave: Bargaining unit employees may take safe leave if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.
 - 8.4.1.2 Sick leave: Bargaining unit employees may take sick leave for themselves and their eligible family members as defined in Section 8.4.2: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.
- 8.4.2 For purposes of this Section, “immediate family” is defined as: parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, grandparent of the employee or the employee's spouse or registered domestic partner, the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or grandchild of the employee, an individual for which the associate stands in loco parentis, legal guardian or ward, or any person living in the immediate household of the employee. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child’s age or dependency status.
- 8.4.3 Employees shall earn sick leave at the rate of 0.44 hours of sick leave per working day of eight (8) hours.
- 8.4.3.1 The base for full year computation is two hundred and thirty (230) days.
 - 8.4.3.2 All annual calculations of sick leave shall be in whole numbers and be rounded to the next highest hour.
 - 8.4.3.3 Employees working less than full time shall earn sick leave on the ratio their work year and/or work day bears to a full year of two hundred and thirty (230) days and a full day of eight (8) hours.
- 8.4.4 At the beginning of each fiscal year, the sick leave credit of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave

credit shall be adjusted if a change in assignment alters the amount of sick leave earned.

- 8.4.5 Sick leave may be taken at any time during the work year. A new employee with probationary status shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after 130 working days of active service with the County Office.
- 8.4.6 Sick leave may be used in increments of one-half hour or greater to cover all or just part of a work day. Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day.
- 8.4.7 If the need to use sick leave is foreseeable, an employee must provide reasonable advance notice – either orally or in writing – to his/her supervisor of an absence from work. If the need to use sick leave is unforeseeable, the employee must notify the supervisor – either orally or in writing – of his/her absence within the first working hour of the first day absent, unless conditions make notification impossible. The employee shall be required to indicate in writing why notification could not be made as stated in this section.
- 8.4.8 An employee absent more than five (5) consecutive working days shall be required to present a note from his/her health care provider stating the absence was necessitated by reasons covered by this Section and authorizing the employee to return to work with or without restrictions. A health care provider's statement may be required to verify any illness, injury or exposure to contagious disease which is the basis for an employee's use of paid sick leave.

8.5 – Additional Sick Leave

- 8.5.1 After exhaustion of all paid sick leave, or, at the employee's option, after all sick leave, vacation, or other paid leave is used, an employee shall be granted supplemental leave for up to the balance of 100 working days, exclusive of vacation or other paid leave. During the supplemental leave period, the employee will receive fifty percent of his/her regular salary. Provisions of the supplemental leave shall be allowable under industrial and accident injury leaves.
- 8.5.2 After exhaustion of all paid leave, a permanent employee may be placed on an additional leave upon request and with the approval of the County Office. The additional leave shall be unpaid and may be extended for any period not to exceed twelve (12) months. If placed on unpaid leave, the employee shall not again become eligible for paid leave because of the commencement of a new fiscal year until he/she has rendered service.

8.6 – Termination of Sick Leave

- 8.6.1 An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties, and if the leave has been for more than twenty (20) working days, provided that he/she has notified the County Office of his/her return at least three working days in advance. An employee shall continue to receive seniority credit when on paid sick leave.
- 8.6.2 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Section the employee is still unable to assume the duties of his position, he/she may be dismissed at the discretion of the County Office, and if so he/she will be placed on a reemployment list for a period of thirty-nine (39) months.

8.7 – Personal Necessity Leave

In cases of personal necessity an employee may use, at his/her election, his/her sick leave for the following reasons. No more than seven (7) days of such accumulated sick leave may be used in any fiscal year for the purposes enumerated below, except that one (1) of the seven (7) days may be used without stating the reason.

- 8.7.1 Death of a member of his/her immediate family when additional leave is required beyond that provided in this Article.
- 8.7.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- 8.7.3 All illness of a member of the employee's immediate family as defined under Bereavement Leave in Article 8.1, sudden or serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the absence of the employee during assigned hours of service.
- 8.7.4 The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service. The birth or adoption of a child making it necessary for him/her to be absent from his/her position during his/her assigned time.
- 8.7.5 Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.
- 8.7.6 Personal necessity shall not be limited to reasons enumerated above but may include personal business of unforeseen emergency nature, which cannot be taken care of during non-work hours. Personal matters which would prove embarrassing need only be communicated orally to the supervisor and need not be written on the form requesting personal necessity. Personal business

matters shall, at the request of the employee, be considered confidential at all administrative levels. Details beyond those necessary to establish the legitimacy of the reason for personal necessity need not be divulged.

- 8.7.7 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

8.8 – Pregnancy Disability Leave

- 8.8.1 Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

- 8.8.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee’s healthcare provider, she cannot work at all or is unable to perform any one or more of the essential functions of the employee’s job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

- 8.8.3 Reasonable Accommodation for Pregnancy-Related Disabilities

- 8.8.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the employee’s health care provider has certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.

- 8.8.3.2 The County Office will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as “medically advisable”; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

- 8.8.3.3 As part of this accommodation process, no additional position will be created and the County Office will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

8.8.3.4 Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

- 8.8.3.4.1 Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- 8.8.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
- 8.8.3.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The County Office may require an employee provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

8.8.3.5 Duration

- 8.8.3.5.1 The County Office will provide an employee with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.
- 8.8.3.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

8.8.3.6 Reinstatement

8.8.3.6.1 If the employee and the County Office have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the County Office that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the County Office of her readiness to return.

8.8.3.6.2 Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide the Personnel Director with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

8.8.3.6.3 An employee will be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the County Office will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

8.8.3.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless an employee is taking additional leave provided by law or County Office policy or the County Office has otherwise approved the employee to take additional time off.

8.8.3.7 Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. An employee may

elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting vacation or sick leave for unpaid leave.

8.8.3.8 Benefits

8.8.3.8.1 The County Office will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the County Office will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the County Office will continue her health insurance benefits for the 12 workweek period.

8.8.3.8.2 In some instances, the County Office may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or County Office policy or not returning due to circumstances beyond her control.

8.9 - Unpaid Maternity or Child-Care Leave

Unpaid leave may be granted to employees to extend maternity leave beyond the period of disability, or to provide for post-natal child care. Except as otherwise provided in Sections 8.8 and 8.10, health benefits may be continued during unpaid leave if the employee pays for premiums.

8.10 Unpaid Family Leave

8.10.1 To be eligible for leave under the FMLA (“Fed-FMLA”) and CFRA (collectively “FMLA Leave”), employees must have: (1) completed one year of service for the County Office; and (2) worked at least 1,250 hours over the previous 12 months as of the start of the leave.

8.10.1.1 Bargaining unit employees who are otherwise eligible for FMLA Leave, but are employed for less than six hours per day or worked less than 1,250 hours during the preceding 12 months prior to the start of the leave shall be entitled to FMLA Leave, but without the County Office-paid benefit contribution provided in 8.10.7.

8.10.1.2 This leave includes the days of paid personal necessity leave which may be used for paternity leave pursuant to section Article 8.

8.10.2 Reasons For Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee’s rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner or a child of a registered domestic partner (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave (Fed-FMLA only) and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

8.10.2.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”);

8.10.2.2 to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition) (“Family Care Leave”);

8.10.2.3 an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);

8.10.2.4 a “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “covered active duty” (as defined below) as a member of the military reserves, National Guard or Armed Forces (“Military Emergency Leave”); or

8.10.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered Servicemember,” as defined below (“Military Caregiver Leave”).

8.10.3 Definitions

- 8.10.3.1 “Child,” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence.
- 8.10.3.2 “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- 8.10.3.3 “Parent,” for purposes of this Section, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law.” For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.
- 8.10.3.4 “Covered Active Duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- 8.10.3.5 “Covered Servicemember” means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

- 8.10.3.6 "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- 8.10.3.7 "Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

8.10.4 Leave Length

- 8.10.4.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and (4) Qualifying Exigency Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law. When the reason for leave is Bonding Leave and both spouses work for the County Office and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them. When the reason for leave is Family Care Leave and if both spouses work for the County Office and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them under Fed-FMLA. This leave includes the days of paid personal necessity leave which may be used for paternity pursuant to Article 8.7.

A 12-month period begins on the date of the employee's first use of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended. There is no carryover of unused leave from one fiscal year to the next fiscal year.

- 8.10.4.2 The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A “single 12-month period” begins on the date of the employee’s first use of such leave and ends 12 months after that date.

If both spouses work for the County Office and are eligible for leave under Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

- 8.10.4.3 Under some circumstances, an employee may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the County Office’s operations. An employee must contact his/her manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the County Office may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee’s request for intermittent leave is approved, the County Office may later require an employee to obtain recertifications of his/her need for leave.

- 8.10.4.4 To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee’s work-related injury/illness, a pregnancy related disability, or a “disability” as defined under the Americans with Disabilities Act and/or the Fair Employment and Housing Act (“FEHA”). When the reason for CFRA leave was the employee’s serious health condition, which also constitutes a “disability” under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the County Office will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA. In addition, in some circumstances and in accordance with applicable law, an extension to FMLA Leave may be granted when the leave

is taken to care for a registered domestic partner and/or a registered domestic partner's child. Certain restrictions on these benefits may apply.

8.10.4.5 This leave represents the minimum available unpaid leave. An employee may request additional unpaid leave under Article 8.

8.10.5 Notice and Certification

8.10.5.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

8.10.5.1.1 Employees may be required to provide: (1) when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by the County Office's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (5) periodic reports during the leave.

Certification forms are available from the Human Resources Department.

8.10.5.1.2 At the County Office's expense, the County Office may also require a second or third medical opinion regarding the employee's own serious health condition for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition or the serious health condition of an employee's family member. In some cases, the County Office may require a second or third opinion regarding the injury or illness of a "Covered Servicemember." Employees are expected to cooperate with the County Office in obtaining additional medical opinions that the County Office may require.

8.10.5.1.3 When leave is for planned medical treatment, an employee must try to schedule treatment so as not to unduly disrupt the County Office's operation. Employees are to contact their manager or Human Resources prior to scheduling planned medical treatment.

8.10.5.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA Leave is certified, the County Office may later require medical recertification in connection with an absence that an employee report as qualifying for Fed-FMLA Leave. For example, the County Office may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) the County Office receives information that casts doubt upon the employee's stated reason for the absence. In addition, the County Office may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the County Office shall be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may be requested by the County Office at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

8.10.5.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave are required to provide: (1) the County Office with as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within 15 calendar days,

unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

8.10.5.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

8.10.6 Generally, FMLA Leave is unpaid. The County Office may require employees to use accrued vacation during any unpaid portion of FMLA Leave to the extent allowed by applicable law. The County Office may require employees to use accrued sick leave during any unpaid portion of FMLA Leave. However, the County Office will only require employees to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by the County Office and the employee. Employees may be eligible to receive benefits through state-sponsored programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the applicable sick and vacation sections in this collective bargaining agreement. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during the FMLA Leave. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

8.10.7 Benefits

8.10.7.1 The County Office will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee want his/her benefits coverage to continue during the leave, the employee must also continue to make any premium payments that he/she is now required to make. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, the County Office will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks.

The County Office may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

8.10.7.2 If an employee is on a FMLA Leave, but is not entitled to continued paid group health insurance coverage, the employee may continue his/her coverage through the County Office in conjunction with federal and/or state COBRA guidelines by making monthly payments to the County Office for the amount of the relevant premium. Please contact Human Resources for further information.

8.10.8 Job Reinstatement

8.10.8.1 Under most circumstances, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if he/she had been continuously employed rather than on leave.

8.10.8.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

8.10.9 Entitlement to family care and medical leave for the purposes of the employee's own illness shall be satisfied by and run concurrently with leaves taken pursuant to section Article 8 (Sick Leave and Additional Sick Leave). An employee may take up to four months pregnancy disability leave and then take an additional twelve (12) weeks of Family Care Leave for the purpose of caring for the new baby under the CFRA.

8.10.10 Section 8.10 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

8.10.11 Department of Labor Notice WH1420 is attached to this Agreement as Appendix D.

8.11 – Industrial Accident Leave

Employees having accidents or illnesses arising out of and in the course of employment are covered by Worker's Compensation insurance as outlined below:

- 8.11.1 Paid industrial accident leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident or illness. Allowable leave shall not be accumulative from year to year. 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.
- 8.11.2 Industrial accident or illness leave commences on the first day of absence and shall be reduced by one (1) day for each day of authorized absence up to the maximum allowable amount.
- 8.11.3 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall then be used; but if an employee is receiving worker's compensation the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which when added to the worker's compensation award, shall provide for a full day's wage or salary.
- 8.11.4 Periods of paid leave of absence shall not be considered a break in service of the employee. An employee shall continue to receive seniority credit for all purposes while on such paid leave of absence.
- 8.11.5 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the County Office, the employee shall endorse to the County Office wage loss benefit checks received under the worker's compensation laws of this state. The County Office, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 8.11.6 Reduction of entitlement to leave shall be made only in accordance with this Section.
- 8.11.7 After the expiration of all paid leave privileges, the County Office may place the employee on an industrial accident leave without pay. 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 the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 39 months.

- 8.11.8 Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorized travel outside the State.
- 8.11.9 While an employee is on any paid leave resulting from an industrial accident or illness, the employee's salary paid by the County Office shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Worker's Compensation Insurance laws, exceed the employee's regular salary.
- 8.11.10 A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment. Final allowance set by the State for permanent disability settlements shall not be subject to remittance to the County Office under this Section.

8.12 – Retraining Leave of Absence

- 8.12.1 In the event that the County Office contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reasons, it may provide for retraining of displaced employees in accordance with this Section:
- 8.12.2 To be eligible for retraining leave, an employee must:
 - 8.12.2.1 Have served at least three (3) years with the County Office.
 - 8.12.2.2 Be serving in a position which the County Office contemplates abolishing, or show that the retraining will clearly benefit the County Office.
 - 8.12.2.3 Indicate a willingness to undergo the prescribed training program.
 - 8.12.2.4 Indicate a willingness to serve the County Office for at least two (2) years after successful completion of the retraining program.
- 8.12.3 The County Office shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.
- 8.12.4 The employee shall be considered a permanent employee for all purposes during the period of the retraining program and shall receive his/her normal compensation and benefits. The County Office may prescribe duties, if any, to be performed by the employee on behalf of the County Office during retraining leave.
- 8.12.5 The County Office shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the employee if he/she fails to complete the prescribed retraining program.

- 8.12.6 The County Office may establish retraining programs for purposes other than outlined in this Section and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three-year service requirement shall prevail. Such programs must be endorsed by the Commission and must be available to all qualified employees of the County Office, except that approval for such leave shall be discretionary with the County Office.

8.13 – Absence for Examination

Every employee in the classified service shall be permitted to be absent from the person's duties during working hours in order to take any examination for promotion in the County Office without deduction of pay or other penalty, provided that the person gives two days' notice to the person's immediate supervisor.

8.14 – Leave of Absence Without Pay

- 8.14.1 Leave of absence without pay may be granted to a permanent classified employee upon the written request of the employee and the approval of the County Office. The leave is subject to the following restrictions: Leave of absence without pay may be granted for any period not exceeding one year, except as otherwise provided by applicable law, and that leave of absence for military service shall be granted as provided by Education Code and the Military Veterans Code, and leave of absence for service in the Peace Corps or the Red Cross or Merchant Marines during the time of national emergency may be granted for a period not to exceed twenty-four (24) months.
- 8.14.2 The granting of a leave of absence without pay gives to the employee the right to return to a position in the same classification at the expiration of the leave of absence, provided he/she is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned must be reassigned upon completion of the leave.
- 8.14.3 The County Office may, for good cause, cancel any leave of absence by giving the absent employee due notification, in writing, of such ruling. An employee may make a written request to the County Office to return to work prior to the expiration date of the leave. The Governing Board may approve or reject the request.
- 8.14.4 Failure to report for duty within five working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the County Office.
- 8.14.5 If an employee cannot be placed in a vacant position in his class upon return from leave of absence, he/she shall have bumping and reemployment rights, in accordance with his seniority in the same manner as if he had been laid off for lack of work or lack of funds on the date his leave expires.

8.15 – Leave to Serve in an Exempt, Temporary, or Limited-Term Position

- 8.15.1 Any permanent classified employee who accepts an assignment within the San Mateo County Office of Education to an exempt, temporary, or limited-term position shall, during such assignment, be considered for status purposes as serving in his/her regular position, and such assignment shall not be considered separation from service.
- 8.15.2 The employee may, with the approval of the County Office, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in an exempt, temporary, or limited-term position.
- 8.15.3 Failure to complete the required service, unless approved as specified herein, will constitute abandonment of his/her position and may be grounds for disciplinary action by the County Office.

8.16 – Retraining and Study Leave

- 8.16.1 A leave of absence for study/retraining may be granted to any member of the bargaining unit.
- 8.16.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 8.16.3 Study leave or retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.
- 8.16.4 No more than one study or retraining leave of absence shall be granted in each three (3) year period.
- 8.16.5 The County Office may prescribe standards of service which shall entitle the employee to the leave of absence.
- 8.16.6 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 provided under this Agreement.

8.17 – Personal Business Leave

- 8.17.1 One day of leave with pay per fiscal year shall be allotted to all unit members for personal business that cannot be reasonably conducted during out of normally assigned working hours.

- 8.17.2 One additional day of leave with pay per fiscal year shall be allotted to all unit members for personal business that cannot be reasonably conducted during non-work hours.
- 8.17.3 Employees are eligible to use their Personal Business Leave six (6) months after their actual date of hire.

ARTICLE 9 – PERFORMANCE APPRAISAL

9.1 – Purpose

- 9.1 To provide the employee with information regarding the status of his/her employment and quality of work.
- 9.2 To provide the County Office and the immediate supervisor or designee with current reports and permanent records on the performance of the employee.
- 9.3 To be considered for transfer requests.

9.2 – Performance Appraisal

- 9.2.1 All bargaining unit employees shall be evaluated by the employee's immediate supervisor or designee on forms jointly agreed to by the Association and the County Office. See Appendix E.
- 9.2.2 Permanent employees shall be evaluated annually within three months prior to their anniversary date. Probationary employees shall be evaluated at the end of the third and fifth months.
- 9.2.3 All evaluations shall be based upon direct knowledge and/or observation of the employee performance.
- 9.2.4 When the County Office becomes aware of substandard performance the employee shall be advised in writing prior to such substandard performance being reflected in the performance evaluation report.
- 9.2.5 Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made.
- 9.2.6 The employee shall have the right to review and respond to the evaluation.
- 9.2.7 All evaluations shall be signed by the evaluators and by the employee. By signing the evaluation form, the evaluators and the employee certify that they have met and discussed the evaluation.

- 9.2.8 A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the next higher-level supervisor.
- 9.2.9 One copy of the completed evaluation form shall be given to the bargaining unit employee. The original evaluation report will be placed in the personnel file of the employee. No evaluation of any unit employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.
- 9.2.10 Any person who places written material or drafts written materials for placement in an employee's file shall sign the material and signify the date on which such material was drafted.
- 9.2.11 Any written materials placed in a personnel file shall indicate the date of such placement.

ARTICLE 10 – SAFETY

10.1 – Safety Committee

- 10.1.1 A safety committee shall be formed composed of two members appointed by the County Office and two members appointed by the Association, which committee shall review health, safety and sanitation conditions.
- 10.1.2 The committee shall recommend to the County Office health and safety training as required.

10.2 – County Office Compliance

- 10.2.1 The County Office shall make every reasonable effort to comply with applicable sections of the California Occupational Health and Safety Act, to the extent possible within the financial resources of the County Office, and to provide a safe and healthy environment for its employees.
- 10.2.2 The County Office will also make reasonable effort to ensure that Special Education facilities have running water, if needed, and, if required by students, such supplies as disposable diapers, plastic bags and gloves, disinfectants, etc.

ARTICLE 11 – GRIEVANCE PROCEDURES

11.1 Definitions

- 11.1.1 A “grievance,” is a complaint by an employee or employees that there has been an alleged misinterpretation, misapplication, or violation of the Agreement.
- 11.1.2 A "grievant" is an employee, or group of employees with the same grievance, covered by the terms of this Agreement.

- 11.1.3 A "day" is any day in which the central administrative offices of the County Office are open for business.
- 11.1.4 The "immediate supervisor" is the lowest level site administrator having line supervisory authority over the grievant who has been designated to adjust the grievance.

11.2 Grievance Levels

- 11.2.1 **Informal Level:** The grievant shall first orally present the grievance directly to the grievant's immediate supervisor. The grievant or the Association Representative shall be responsible for identifying prior to or during the meeting/communication with the immediate supervisor, that he/she is presenting an informal grievance pursuant to the parties' Agreement.
- 11.2.2 **Level One:** If the informal discussion does not resolve the grievance, a formal grievance may be presented in writing at any time within fifteen days after the act or omission giving rise to the grievance. The grievance shall be filed on forms prepared jointly by the Association and the County Office. See Appendix F. Such forms shall be readily available at all job sites. The grievance shall include the following:
 - 11.2.2.1 The date and description of the occurrence or omission which gave rise to the grievance.
 - 11.2.2.2 A statement of how the grievant was adversely affected.
 - 11.2.2.3 The specific section or sections of the Agreement alleged to be misinterpreted, misapplied, or violated.
 - 11.2.2.4 The specific remedy sought by the grievant to resolve the grievance.
 - 11.2.2.5 The signature of the grievant and the date submitted.

The immediate supervisor shall respond to the grievant within five (5) days after the filing of the formal grievance, and shall communicate his/her decision in writing to the grievant.

- 11.2.3 **Level Two:** If the grievance is not resolved at Level One, or if the supervisor fails to respond in writing within five (5) days, the grievant may appeal the decision in writing within five (5) days to the Division Head. The appeal shall include a copy of the original grievance, the decision rendered at Level One, and a clear, concise statement of the reason for the appeal. Within five (5) days after receiving the appeal, the Division Head or his/her designee shall meet with the grievant to discuss the grievance. Within ten (10) days of receipt of the appeal, the Division Head shall give his/her decision in writing to the grievant and the Association, unless the grievant requests that the

decision not be provided to the Association.

- 11.2.4 Level Three: If the grievant is not satisfied with the decision rendered at Level Two, or if the Division Head fails to respond in writing within ten (10) days, the grievant may request the services of a Conciliator from the California State Mediation and Conciliation Service in an attempt to resolve the grievance through mediation. Such request shall be made within ten (10) days of receipt of the decision at Level Two or within ten (10) days of having filed the Level Two grievance. The Association and the grievant shall determine which grievance(s) shall be submitted to mediation. Either party may bring a representative or conferee of his/her choice, at any level of the grievance procedure, provided prior notification is given.

The Conciliator shall have no authority or power to add to, delete, or alter any provision of the Agreement but shall limit the recommendation to the application and interpretation of its provisions. The Conciliator's recommendations shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The recommendation of the Conciliator shall be submitted within ten (10) days to the Superintendent, grievant and the Association.

- 11.2.5 Level Four: If the grievance is not resolved at Level Three through mediation, the grievant may appeal the decision in writing to the Superintendent within five (5) days of the issuance of the Conciliator's recommendation. Within ten (10) days after receiving the appeal, the Superintendent shall give his/her final decision in writing to the grievant and Association, unless the grievant requests that the decision not be provided to the Association.

11.3 Time Limits

- 11.3.1 Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure.
- 11.3.2 Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall waive any rights to further utilize the grievance procedures. Failure by the County Office to respond to the grievance within the specified time limits allows the grievant to take the grievance to the next level.

11.4 Group Grievances

Grievances filed by more than one employee must be signed by all the employees named as grievant. If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two.

11.5 No Reprisals

No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

11.6 Records

Grievances shall not be retained in the grievant's personnel files. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant(s).

11.7 Information

All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

11.8 Representation

The grievant may be represented by a representative of CSEA at any level of the grievance procedure.

11.9 Employee Processed Grievance

An employee may file and process a grievance through Step 2 without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement, provided the County Office shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE 12 – NEGOTIATIONS

12.1 – Notification and Public Notice

If either party desires to alter or amend this Agreement, it shall, not more than one hundred and twenty (120) calendar days prior to the termination date set forth in Article 26, provide written notice and a proposal to other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

12.2 – Commencement of Negotiations

Within five (5) working days of satisfaction of the public notice requirement, and not later than forty-five (45) calendar days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

12.3 – Impasse

- 12.3.1 If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement, and if differences in position are so substantial or prolonged that future meetings would be futile, within a reasonable period of time prior to expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board.
- 12.3.2 Once impasse procedures have been invoked, the Agreement shall remain in full force and effect until the conclusion of the impasse process.

12.4 – Release Time for Negotiations

The Association shall have the right to designate five (5) employees, who shall be given reasonable release time to participate in negotiations.

12.5 – Ratification of Additions or Changes

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 13 – VACATION

13.1 – Vacation

Each unit member shall be entitled to paid vacation at the regular rate of pay for his/her position as follows:

- 13.1.1 All unit members in classifications employed for the fiscal year:
- 13.1.1.1 Vacation Allowance
- 13.1.1.1.1 One (1) through five (5) years of service inclusive: Vacation allowance shall be fifteen (15) days per year (10 hours per month). Vacation shall be prorated for less than full time service. Vacation shall be credited as earned.
- 13.1.1.1.2 Six (6) through ten (10) years of service inclusive: Vacation allowance shall be twenty (20) days per year (13.33 hours per month). Vacation shall be prorated for less than full time service. Vacation allowance shall be credited as earned. Up to five (5) days of this allowance may be taken as pay.
- 13.1.1.1.3 Beginning with the eleventh year of service: vacation allowance shall be twenty-five (25) days per year (16.66 hours per month). Vacation allowance shall be

prorated for less than full time service. Vacation allowance shall be credited as earned. Up to fifteen (15) days of this allowance may be taken as pay.

13.1.1.2 The vacation longevity payment will be governed by the following.

13.1.1.2.1 Service Criteria

13.1.1.2.1.1 The unit member must have five (5) years service credit with the County Office by June 1st of the fiscal year in which the vacation longevity payment option is exercised.

13.1.1.2.1.2 The unit member must have ten (10) years service credit with the County Office by June 1st of the fiscal year in which the increased vacation longevity payment option is exercised.

13.1.1.2.1.3 The anniversary date for accruing vacation service credit is the first of the month in which the unit member is hired if the unit member is hired on the first working day of the month; otherwise, the anniversary date will be the first of the month following the month hired.

13.1.1.2.2 A unit member will be paid for only that additional vacation time earned as a result of accumulating the qualifying number of years service credit as specified in this Section.

13.1.1.2.3 The vacation longevity allowance will be computed on the unit member's pay rate in effect at the end of the fiscal year in which the option is chosen, and in which the additional vacation is earned. An employee who terminates will be paid at the pay rate in effect at the time of termination.

13.1.1.2.4 A unit member who qualifies for additional vacation shall exercise the option to take all or a portion of the additional time in pay prior to June 30th in each fiscal year. Payment shall be made on or before August 31st succeeding the close of the fiscal year in which the option is exercised. The hourly rate of pay for unit members to be used for determining vacation pay as provided in this Article shall be calculated as follows: (a) for ten month employees--monthly rate of pay times 10, divided by 180, divided by 8; (b) for twelve month employees--monthly rate of pay times 12, divided by 230, divided by 8.

13.1.2 For unit members in classifications and job families as 10-month employees during a contract year.

13.1.2.1 Vacation Longevity Allowance

13.1.2.1.1 Six (6) through ten (10) years of service inclusive: Vacation longevity allowance shall be six (6) days per year computed at 4.8 hours per month for a full time 8 hour position and shall be prorated for less than full time service. This additional six days allowance may only be taken in pay, except that it may be used under the extended sick leave provision.

13.1.2.1.2 Beginning with the eleventh year of service inclusive: Vacation longevity allowance shall be eleven (11) days computed at 8.8 hours per month and shall be prorated for less than full time service. This eleven (11) day allowance may be taken only in pay, except that it may be used under the extended sick leave provision.

13.1.2.2 Vacation longevity payment will be governed as follows.

13.1.2.2.1 Service Criteria

13.1.2.2.1.1 Unit members who have completed five years of service by June 1st of the fiscal year (e.g., have begun their sixth year by June 1st) will receive their vacation longevity payment by August 31st of the next fiscal year.

13.1.2.2.1.2 In a like manner, unit members who have completed ten years of service by June 1st of the fiscal year will receive their increased longevity payment by August 31st of the next fiscal year.

13.1.2.2.1.3 The anniversary date for accruing vacation service credit is the first of the month in which the unit member is hired if the unit member is hired on the first working day of the month; otherwise, the anniversary date will be the first of the month following the month hired.

13.1.2.2.2 A unit member will be paid for only that additional vacation time earned as a result of accumulating the qualifying number of years service credit as specified in this Section.

13.1.2.2.3 The vacation longevity allowance will be computed on the unit member's pay rate in effect at the end of the fiscal year in which the option is chosen, and in which

the additional vacation is earned. An employee who terminates will be paid at the pay rate in effect at the time of termination.

13.1.2.2.4 The hourly rate of pay for unit members to be used for determining vacation pay as provided in this Article shall be calculated as follows: a) for ten month employees--monthly rate of pay times 10, divided by 180, divided by 8.

13.1.3 Holidays

13.1.3.1 Holidays for all unit members shall be shown on the calendar for the applicable school year.

13.1.3.2 Employees working on the Central Office calendar shall be entitled to an additional holiday per fiscal year, to be taken at the request of the employee, on any working day during the year consistent with the needs of the County Office and with the prior approval of the division head.

13.2 – Vacation Scheduling

13.2.1 For Departments where vacation scheduling in prime holiday periods (Thanksgiving, Winter Holiday, New Year's and Spring Holiday) provides inequitable distribution of time off, the following rotation of holiday-vacation time will be observed.

13.2.2 In order of seniority, employees may select no more than two (2) of the four (4) prime holiday time periods in conjunction with vacation if other less senior employees also wish that time off in the same fiscal year. The following fiscal year, an employee may not choose the same holiday-vacation period if a less senior employee has also requested time off.

13.2.3 Vacation-holiday scheduling requests for the fiscal year shall be made no later than April 15th of the preceding fiscal year.

13.3 – Vacation Postponement

13.3.1 If a unit member's vacation is scheduled during a period when the member is on leave due to illness or injury, the member may request that the vacation be rescheduled, and the County Office shall grant such request in accordance with the vacation schedule available at that time.

13.3.2 The member may elect to have the vacation rescheduled in accordance with the vacation schedule available at that time, or to carry over the accumulated vacation, up to thirty (30) days total, to the following year. In the latter case, the member shall be compensated for any accumulated vacation time in excess of thirty (30) days.

- 13.3.3 Payment for any of the holidays identified on the applicable school year calendar shall be made only if the employee was in paid status during any portion of the day immediately preceding or succeeding the holiday.
- 13.3.4 When a unit member is required to work on any of said holidays, the employee shall be paid compensation or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of two times his/her regular rate of pay.
- 13.3.5 Regular employees who are not normally assigned to duty during the school holiday period including December 25th and January 1st shall be paid for those two 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.
- 13.3.6 The Floating Holiday may be carried over each year, within the 240-hour cap.

ARTICLE 14 – TRAINING

14.1 – Training Advisory Committee

- 14.1.1 A training advisory committee composed of two employees in the bargaining unit to be selected by CSEA and two members appointed by the County Office shall be formed.
- 14.1.2 The purpose of the Advisory Committee will be to plan in-service training programs, to monitor the programs, and to provide recommendations concerning improvement of programs.
- 14.1.3 The Committee shall meet as needed.
- 14.1.4 Bargaining unit employees shall be granted reasonable release time to carry out the committee obligations.

14.2 – Reimbursement for Tuition

The County Office shall reimburse employees for the tuition costs of any and all training programs approved by the Training Advisory Committee.

ARTICLE 15 – CONTRACTING AND BARGAINING UNIT WORK

15.1 – Contracting Out

- 15.1.1 The County Office will not contract out work which has been customarily and routinely performed by employees in the bargaining unit, or services which affect the employment of employees in the bargaining unit, except for pupil

transportation, unless the Association specifically agrees to such contract, or contracting is specifically required by the Education Code.

15.1.2 Any contract which involved such work shall be submitted to the Association not less than ten (10) working days prior to signing the contract, and at the request of the Association, the County Office shall meet with a representative of CSEA to discuss the required services and the contract.

15.1.2.1 The County Office will notify the Association of any such contracts.

15.1.2.2 The County Office will not contract for such services if unit members customarily and routinely perform such services or are qualified and available to perform such services on a straight time or overtime basis.

15.1.3 The Association shall have access, on request, to any contract signed by the County Office for consultant services.

ARTICLE 16 – JOB REPRESENTATIVES

16.1 – Purpose

The Association may designate Job Representatives from among employees in the unit, for the purpose of promoting an effective relationship between the County Office and employees by helping to settle problems at the lowest level of supervision.

16.2 – Selection of Job Representatives

16.2.1 The Association may designate the number and the method of selection of Job Representatives, in consultation with the County Office.

16.2.2 The Association shall notify the County Office in writing of the names of the Job Representatives and the groups they represent.

16.2.3 If a change is made, the County Office shall be advised in writing of such change.

16.3 – Duties and Responsibilities of Job Representatives

With prior approval of his/her immediate supervisor, a Job Representative shall be permitted to leave his/her work area during work hours at reasonable times in order to assist in processing of grievances, without loss in compensation.

ARTICLE 17 – NO DISCRIMINATION OR NO VIOLENCE

17.1 – Discrimination Prohibited

No employee in the bargaining unit shall be favored or discriminated against regarding wages, hours of work or conditions of employment covered by this Agreement because of his/her

political opinions or affiliations, or because of race, national origin, religion, or marital status, and, to the extent prohibited by law, because of age, sex, or physical handicap.

17.2 – No Discrimination on Account of Association Activity

Neither the County Office, nor the Association shall intimidate, restrain, coerce, or discriminate against any unit member because of his/her exercise of rights guaranteed by the Educational Employment Relations Act and/or this Agreement.

17.3 – Harassment

- 17.3.1 Harassment by any employee of another employee or client is hereby prohibited, and will be grounds for disciplinary measures, according to existing regulations and County Office/employee contracts.
- 17.3.2 The County Office will follow Board Policy 4530.1. A notice to the grievant and/or the Association will be issued if the investigation will take longer than two months to complete measured from the time the complaint is received. Both parties must agree to the extension.
- 17.3.3 If any employee feels subjected to harassment, or knows of harassment occurring, the employee should report the circumstances to the supervisor, division head, or Human Resources Administrator or designee in the Human Resources Department.
- 17.3.4 Harassment is action of an individual toward another individual, based on or involving sex, race, national origin, religion, age, or physical handicap, which (a) substantially interferes with the individuals work performance or promotion, or (b) creates a hostile, intimidating, or offensive work atmosphere.
- 17.3.5 Examples of actions which may result in harassment are:
 - 17.3.5.1 Verbal (either oral or written): Sexual comments or proposals, racial or religious slurs or epithets, obscene or profane language, demeaning or degrading comments.
 - 17.3.5.2 Physical: Touching, impeding movement, offensive signs or gestures.

17.4 – Violence

- 17.4.1 Exertion of verbal and/or physical force so as to injure or abuse any employee or client is hereby prohibited and will be grounds for disciplinary measures up to and including termination, according to existing County Office regulations and the Agreement.

- 17.4.2 Examples of actions which may be defined as violent:
- 17.4.2.1 Verbal: Racial or religious slurs or epithets, obscene or profane language, demeaning or degrading comments and threats of violence.
 - 17.4.2.2 Physical: Striking, pushing, shoving, offensive gestures and/or use of any weapon.
 - 17.4.2.3 Stalking: Any person who willfully and repeatedly follows or harasses another person and who places that person in reasonable fear for his/her safety, or the safety of his/her family.
 - 17.4.2.4 Harasses: A knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, torments or terrorizes the person and that serves no legitimate purpose.
- 17.4.3 Spurious allegations filed against an employee may result in disciplinary action.

ARTICLE 18 – HIRING

18.1 – Summer School Employees

- 18.1.1 When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular September-June academic year, assignment shall be given to bargaining unit members serving in the appropriate classification(s) and/or where appropriate in specific program(s).
- 18.1.2 When it is necessary to assign employees not regularly so assigned to serve during a summer school period, first assignment shall be given to bargaining unit members for programs in which they currently serve.
- 18.1.2.1 Thereafter, the assignment shall be made in order of seniority in the appropriate classification from those unit members requesting ESY work by the prescribed deadline but no employee shall be required to accept such assignment.
 - 18.1.2.2 If the employee with the greatest seniority refuses an assignment, it shall be offered to other employees within the appropriate classification in descending order of seniority until the position is filled.
- 18.1.3 An employee who accepts a summer school assignment in accordance with the provisions of this Section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year and in no event shall his/her compensation and/or benefits be less, on a pro rata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the summer school assignment.

18.2 – Distribution of Job Information

Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

ARTICLE 19 – CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

19.1 – Placement in Class

Every bargaining unit position shall be placed in a class.

19.2 – New Positions or Classes of Positions

All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions consist of duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

19.3 – Reclassification

Reclassification of existing positions shall be done by the Personnel Commission. Request for reclassification study may be made by the Personnel Director, the County Office, an employee, or the Association.

19.4 – Effects on Incumbents

- 19.4.1 When positions or whole classes are reclassified upward, the rights of incumbents are determined in accordance with Education Code section 45285.
- 19.4.2 Incumbents of the reclassified position who have been in the class for three (3) or more years shall be reclassified with their position without examination.
- 19.4.3 An employee who has been reclassified with the position shall be ineligible for subsequent reclassification with the position for a period of at least three (3) years from the initial action.
- 19.4.4 Those incumbents not able to be reclassified with their positions without competitive examination shall have one opportunity to pass a qualifying examination for the higher class.

19.5 – Downward Adjustment

Downward adjustment of any bargaining unit employee's position or class of positions shall be considered a demotion and shall not take place until the employee is given twenty (20) working

days written notice, and the Association and the County Office have had an opportunity to discuss the situation prior to Board action.

19.6 – Notice to Association

The County Office shall notify the Association at least twenty (20) calendar days prior to taking action to abolish or reclassify any position occupied by a unit member.

19.7 – Medical Assignment

- 19.7.1 A regular employee who is determined by the County Office to be incapable of performing the duties of his/her class because of illness or injury may, at the discretion of the County Office, be assigned duties which he/she is capable of performing.
- 19.7.2 The position to which he/she is assigned shall be subject to classification by the Personnel Commission, but the employee shall receive no increase in a wage or salary because of assignment to the position unless he/she is appointed from an eligibility list resulting from a competitive examination.
- 19.7.3 In the event that the position is classified and allocated to a higher wage or salary than that previously attained by the employee, he/she may be assigned to the position without competitive examination, but shall continue to receive the wage or salary of his former classification.
- 19.7.4 If the position is classified and allocated to a lower wage or salary than that attained by the employee, he/she shall be paid the wage or salary appropriate to the position.
- 19.7.5 The alternate assignment shall be made only after consultation with the Association and concurrence of the employee.

ARTICLE 20 – PROMOTION

20.1– Promotion

Employees in the bargaining unit shall be given consideration in filling any job vacancy which can be considered a promotion, if eligible according to the merit system rules.

20.2 – Examinations

- 20.2.1 Examinations for placement on eligibility lists for all classified positions shall, where practicable in the judgment of the Personnel Commission, be limited to promotional applicants.
- 20.2.2 Any promotional applicant who has served the required amount of time in a designated class or who meets the minimum qualifications for admission to a promotional examination shall be admitted to the examination.

20.3 – Seniority Credit

- 20.3.1 Seniority credit shall be added to the scores of candidates at the rate of 1/4 of one point for each year of service, not to exceed five (5) points.
- 20.3.2 Applicants shall be placed on the eligibility list in order of their relative merit as determined by competitive examination plus points for seniority.
- 20.3.3 An appointment, if made, shall be from the first three candidates on the eligibility list who are ready and willing to accept the position.

20.4 – Posted Notices

- 20.4.1 Notice of promotional examinations shall be posted on bulletin boards in offices and schools operated by the County Office for a period of at least six (6) days prior to expiration of the filing period. Employees shall submit a written application for the position to the Personnel Department.
- 20.4.2 The job notice shall include:
 - 20.4.2.1 The job title.
 - 20.4.2.2 A brief description of the position and duties.
 - 20.4.2.3 The minimum qualifications required for the position.
 - 20.4.2.4 The number of hours per day.
 - 20.4.2.5 Regular assigned work shift times, days per week, and months per year assigned to the position.
 - 20.4.2.6 The salary range.
- 20.4.3 Any employee in the bargaining unit may file for the vacancy by submitting written application to the Personnel Department within the filing period. Any employee on paid or unpaid leave or vacation may authorize his/her Job Representative to file on the employee's behalf.

ARTICLE 21 – LAYOFF AND REEMPLOYMENT

21.1 – Length of Service

The parties agree that “length of service” shall be determined based upon an employee’s hire date.

21.2 – Layoff Rights

A unit employee who will suffer a layoff for lack of work or lack of funds despite the exercising of bumping rights, may accept a voluntary demotion to a vacant position in a lower related class

in which no previous service has been rendered provided that he/she is qualified to perform the duties of the class with the approval of the County Office.

21.3 – Notice of Layoff

The County Office shall provide written notice to each affected employee of his/her layoff for lack of work or lack of funds with a copy to CSEA not less than sixty (60) calendar days prior to the effective date of the layoff. The notice shall inform each unit employee of his/her bumping rights and displacement rights, if any, and his/her reemployment rights.

21.4 – Reemployment List

A list of unit members who have been laid off or have voluntarily demoted in lieu of layoff shall be established. Such list shall be arranged in order of right to reemployment in a class.

21.5 – Equal Seniority

If two (2) or more unit members are subject to layoff and have equal seniority, the determination as to who shall be laid off will be made on the basis of the earliest hire date seniority and if that be equal, the determination shall be made by lot.

21.6 – Reemployment Rights

- 21.6.1 Unit employees are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff.
- 21.6.2 Such employees' reemployment rights shall take precedence over any other type of employment, defined or undefined in this Agreement.
- 21.6.3 In addition, laid off employees shall have the right to apply for promotional positions and use their unit seniority therein for a period of thirty-nine (39) months following layoff.
- 21.6.4 Unit employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on the reemployment list.

21.7 – Retirement in Lieu of Layoff

- 21.7.1 Any unit employee may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such unit employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the County Office for this purpose.
- 21.7.2 A unit employee who retires in lieu of layoff shall also be placed on the thirty-nine (39) month reemployment list, but shall not be eligible for reemployment

during such period of time as may be specified by pertinent Government Code Sections.

21.8 – Notification of Reemployment Openings

- 21.8.1 Any unit employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the County Office of an opening.
- 21.8.2 Such notice shall be sent by certified mail to the last address given to the County Office by the Unit employee, and a copy shall be sent to CSEA by the County Office, which shall acquit the County Office of its notification responsibility.

21.9 – Unit Employee Notification to Office

- 21.9.1 A unit employee should notify the County Office of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice.
- 21.9.2 If the unit employee accepts reemployment the unit employee must report to work within fifteen (15) days following receipt of the reemployment notice.

21.10 – Reemployment in Highest Class

- 21.10.1 Unit employees shall be re-employed in the highest rated job classification available in accordance with their class seniority.
- 21.10.2 Unit employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher paid position.

21.11 – Seniority List

- 21.11.1 The County Office will prepare a seniority list of classified unit employees, by classification, on an seniority date basis, with a cutoff date of March 31st, which shall be completed and available by April 30th.
- 21.11.2 The master list will be kept in the Human Resources Department and a copy given to the President of the Association.
- 21.11.3 The list of names shall be updated monthly. Individual hourly seniority sheets will be recorded regularly and will be available upon request for review in the Human Resources Department.

21.12 – Limited-Term Positions

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

21.12.2 A limited-term unit employee may be laid off at the completion of his/her assignment without regard to the procedure set forth in this Section.

21.13 – Termination Pay

An employee who is laid off shall be paid accrued wages and vacation pay, not later than ten (10) working days following the last date of paid service, unless an extension to a later date or dates is requested by the employee.

21.14 – Use of Volunteers

The County Office shall not abolish any classified position and utilize volunteers in lieu of classified employees who are laid off as a result of the abolition of a position.

21.15 – Employment as Substitutes

It is the intent of the County Office to utilize employees in a layoff status as substitutes whenever possible and if the employee so desires. A substitute list will be maintained and those employees in a layoff status who have applied will be given first consideration for substitute assignments within the classification from which the employee was laid off.

ARTICLE 22 – DISCIPLINARY PROCEDURE

22.1 – Discipline shall be imposed upon bargaining unit members pursuant to the Merit System Rules, Education Code section 45303, and this Article.

22.2 – Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification in which the employee has permanency, including dismissal, demotion, suspension, reduction in class, and/or any action which deprives any bargaining unit member of regular pay through suspension or other means, without the voluntary written consent of the employee.

22.3 – Progressive Discipline

It is the County Office's intent to utilize progressive discipline steps. The progressive discipline that the County Office may utilize includes, but is not limited to the following steps: (1) verbal warning; (2) written warning; (3) demotion; (4) suspension; and (5) dismissal. Demotions, suspensions, and/or dismissal generally shall be imposed after prior verbal and subsequent written warnings have been given to the employee, but have not resulted in remediation of the unsatisfactory performance or conduct on the part of the employee. If, however, the incident(s) giving rise to the discipline is of such a nature, including, but not limited to, serious violations of the County Office's policies and procedures, conduct that leads to a danger to the health, safety, or welfare of any person or property, or as otherwise allowed by applicable law, the County Office is not required to utilize progressive discipline and may move immediately, at its discretion to the disciplinary action it deems appropriate.

22.4 – Discipline less than discharge will be undertaken for corrective purposes only.

22.5 – The County Office shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent, or for any cause alleged to have arisen more than two years preceding the date that the County Office files the notice of disciplinary action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the County Office.

22.6 – Prior to disciplinary action, the County Office shall serve written notice of such proposed discipline consistent with the Merit System Rules.

22.7 – An employee has the right to an informal hearing with the County Office prior to any disciplinary action, and may be accompanied by an Association representative.

22.8 – An employee may be relieved of duties without loss of pay at the option of the County Office.

22.9 – Appeal

22.9.1 An employee may appeal any disciplinary action to the County Office, by filing a written appeal within seven (7) working days after the disciplinary action.

22.9.2 The Superintendent shall hold a formal hearing on the appeal within twenty (20) working days after receipt of the appeal.

22.9.3 The employee may be accompanied by an Association representative at such hearing.

22.9.4 The Superintendent shall render a decision within ten (10) working days after such hearing.

22.9.5 If the employee is not satisfied with the decision rendered from the Superintendent, he/she may appeal the decision in writing consistent with the Merit System Rules.

22.10 – Settlement

22.10.1 A disciplinary appeal may be settled at any time.

22.10.2 The terms of the settlement shall be reduced to writing.

22.10.3 An employee offered such a settlement shall be granted a reasonable opportunity to have his/her Job Representative review the proposed settlement before approving the settlement in writing.

22.11 - Employees in the bargaining unit may be disciplined for any of the causes listed in the Merit System Rules, Education Code section 45303 and one or more convictions of a crime, including, but not limited to, dishonesty on the job and convictions involving the health, safety, and welfare of students and/or minors, by a court of law which indicates that a person is an employment risk for the position which the employee holds with the County Office. A plea or

verdict of guilty, a finding of guilt by a court in a trial without jury, or a conviction following a plea of nolo contendere shall be deemed to be a conviction within the meaning of this Article.

ARTICLE 23 – PROFESSIONAL GROWTH

23.1 – Purpose

The purpose of this Program is to provide incentive for unit members to enhance their current job performances and increase opportunities for career advancement in their current occupational areas through in-service education.

23.2 – Eligibility

Increments shall be available to all regular full-time and regular part-time unit members who have served at least six months in their current classification(s), for the County Office.

23.3 – Criteria for Training

- 23.3.1 Credit is given for training which enhances the employee's job performance by increasing knowledge, skills, and abilities.
- 23.3.2 Relevance of the training shall be confirmed by the immediate supervisor and approved by the division head prior to commencement of the training. If a request is not approved, the employee may appeal to the Training Advisory Committee, which shall study the request and make a recommendation to the Superintendent, who shall make the final decision.

23.4 – Credits

One credit shall be given for each of the following:

- 23.4.1 One semester unit of academic credit from an accredited college or university.
- 23.4.2 One and one-third (1 1/3) quarter units of academic credit from an accredited college or university.
- 23.4.3 Sixteen hours of participation in an approved training session, workshop, or class (other than the above).
- 23.4.4 Credits may be allowed only for courses or activities completed outside of working hours. No credit may be granted for any course or other activity for which the employee receives tuition or other expense reimbursement.

23.5 – Increment

One increment, equal to \$250 per year or one percent of the base salary for the employee's position, whichever is larger, shall be awarded after completion of nine (9) credits.

23.6 – Interval

An employee may receive no more than one increment during each two years of full-time employment.

23.7 – Maximum Increments

No bargaining unit member shall be eligible to receive more than five (5) professional growth increments.

23.8 – Effective Date

This Program commences as of February 1, 1985; no credit shall be granted for any course or activity which commenced prior to that date.

23.9 – Regulations

The Superintendent shall write regulations which define the details of the Program. Employees and administrators shall be informed as the guidelines and procedures, and necessary forms shall be provided by the County Office.

ARTICLE 24 – JOB SHARING

24.1 – Job Sharing

24.1.1 The County Office recognizes and accepts the concept of job sharing for implementation as appropriate within those job classifications represented by the Association.

24.1.2 Job sharing is defined as two qualified permanent employees sharing one job. Any job sharing arrangement shall be mutually agreed upon by the unit members involved and the Program Manager.

24.1.3 A request for job sharing may be made by a unit member at any time.

24.2 – Application Procedures

Two members wishing to job share shall initiate and submit a proposal to the Program Manager, including reasons for sharing, scheduling, means of planning and communication between the sharers to ensure continuity of responsibilities and consistency in the position, and plans for evaluating the job sharing arrangement.

24.3 – Compensation

Participants shall be placed at their regular step on the salary schedule with salary pro-rated in relation to each participant's share of one full-time position.

24.4 – Benefits

- 24.4.1 Employees shall receive a pro-rated amount of health, welfare, and leave benefits.
- 24.4.2 Contributions to CalPERS shall be proportionate to the salary earned.

24.5 – Return to full-time

If any employee elects to return to full-time employment, the employee shall be provided the first available full-time position for which qualified.

ARTICLE 25 – EFFECT OF AGREEMENT

25.1 – Effect of Agreement

- 25.1.1 Except for side letters and/or side agreements properly entered into by the parties, this Agreement supersedes and terminates all other precedents, standings, traditions, and rules or regulations concerning unit members and matters within the scope of representation under Government Code section 3540 *et seq.*
- 25.1.2 Both parties regard this Agreement as complete, the parties having exercised their right to meet and negotiate. During the term of this Agreement, neither party shall be required to negotiate on any matter, except by mutual consent of the parties, unless otherwise provided herein.
- 25.1.3 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

25.2 – Replacement for Severed Provision

- 25.2.1 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) working days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- 25.2.2 If a matter within the scope of bargaining arises during the course of this Agreement, either the County Office or the Association's representative can provide notice and the full right to meet and negotiate shall be honored.

ARTICLE 26 – TERM OF AGREEMENT

26.1 – Term of Agreement

This Agreement, when signed by both parties, shall become effective July 1, 2015 through June 30, 2018.

26.2 – Reopeners

26.2.1 There shall be no reopeners during the duration of this Agreement, unless otherwise provided for in this Agreement.

26.2.2 The parties further agree that at any time from July 1, 2015 through June 30, 2018, the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations limited only to economic issues, if any of the following occur:

26.2.2.1 If, for the 2015-16, 2016-17, or 2017-18 school years, the County Office and another bargaining unit agree upon a greater annual negotiated increase to the salary schedule – whether on-going or a one-time off schedule payment – or increase to the health benefits cap, than that agreed to by the County Office and CSEA 789 for that respective school year. This provision does not apply to any increase provided to another bargaining unit resulting from funds whose use is restricted.

26.2.2.2 The parties acknowledge and agree that the agreement to create a successor collective bargaining agreement is predicated upon the State school finance system remaining as prescribed in current law. If the State alters the basic funding mechanisms for public education, then the parties shall be able to, upon request of either party, reopen the collective bargaining agreement.

APPENDIX A

CSEA 789 Positions

- Audio/Visual Support Technician
- Bilingual Family Counselor
- Computer Operator
- Custodian
- Computer/Network Technician
- Custodial/Maintenance Worker
- Delivery Driver
- Lead Custodial/Maintenance Worker
- Media Technician – STEM Center
- Network Analyst
- Network Engineer
- School Bus Driver
- Senior Information Technology Analyst
- Senior Network Analyst
- Systems Analyst
- Telecommunications/Network Analyst
- Transportation Scheduler

APPENDIX B – Salary Schedule

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San Mateo County Office of Education
Classified Employee Data Base

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Tuesday, November 03, 2015

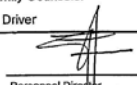
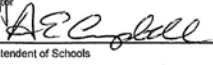
Salary Schedule for: California School Employees Association, Chapter 789 (hourly)

Fiscal Year: 2015/2016

Effective: 7/1/2015

4% COLA

Job Title	Range	Hourly Rates					Longevity					
		A	B	C	D	E	7 years	12 years	14 years	17 years	20 years	28 years
Bilingual Family Counselor	25	\$28.46	\$29.88	\$31.38	\$32.95	\$34.59	\$35.58	\$36.61	\$38.44	\$39.40	\$40.38	\$41.39
School Bus Driver	14	\$21.76	\$22.85	\$23.99	\$25.19	\$26.45	\$27.21	\$27.99	\$29.39	\$30.13	\$30.88	\$31.65


 Personnel Director _____ Date 04 NOV. 2015

 County Superintendent of Schools _____ Date 11/4/15

- Longevity:
- 2.875 % upon completion of 7 years of service
 - 2.875 % upon completion of 12 years of service
 - 5.000 % upon completion of 14 years of service
 - 2.500 % upon completion of 17 years of service
 - 2.500 % upon completion of 20 years of service
 - 2.500 % upon completion of 28 years of service

APPENDIX B – Salary Schedule

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San Mateo County Office of Education
Classified Employee Data Base

Page 1 of 2
Tuesday, November 03, 2015



Salary Schedule for: California School Employees Association, Chapter 789

Fiscal Year: 2015/2016

Effective: 7/1/2015

4% COLA

Job Title	Range	A	B	C	D	E	Longevity					
							7 years	12 years	14 years	17 years	20 years	28 years
Network Engineer	42	\$7,468	\$7,842	\$8,234	\$8,645	\$9,078	\$9,339	\$9,607	\$10,088	\$10,340	\$10,599	\$10,854
Systems Analyst	42	\$7,468	\$7,842	\$8,234	\$8,645	\$9,078	\$9,339	\$9,607	\$10,088	\$10,340	\$10,599	\$10,854
Senior Network Analyst	41	\$7,288	\$7,653	\$8,035	\$8,437	\$8,859	\$9,114	\$9,376	\$9,845	\$10,091	\$10,343	\$10,601
Network Analyst	38	\$6,774	\$7,113	\$7,468	\$7,842	\$8,234	\$8,471	\$8,714	\$9,150	\$9,379	\$9,613	\$9,854
Senior Information Technology Analyst	38	\$6,774	\$7,113	\$7,468	\$7,842	\$8,234	\$8,471	\$8,714	\$9,150	\$9,379	\$9,613	\$9,854
Telecommunications/Network Analyst	31	\$5,711	\$5,996	\$6,296	\$6,611	\$6,941	\$7,141	\$7,348	\$7,713	\$7,906	\$8,104	\$8,306
Computer/Network Technician	27	\$5,180	\$5,439	\$5,711	\$5,996	\$6,296	\$6,477	\$6,663	\$6,996	\$7,171	\$7,351	\$7,534
Media Technician - STEM Center	27	\$5,180	\$5,439	\$5,711	\$5,996	\$6,296	\$6,477	\$6,663	\$6,996	\$7,171	\$7,351	\$7,534
Transportation Scheduler	22	\$4,585	\$4,814	\$5,055	\$5,308	\$5,573	\$5,733	\$5,898	\$6,193	\$6,348	\$6,506	\$6,669
Computer Operator	19	\$4,261	\$4,474	\$4,698	\$4,933	\$5,180	\$5,329	\$5,482	\$5,756	\$5,900	\$6,048	\$6,199
Audio/Visual Support Technician	17	\$4,058	\$4,261	\$4,474	\$4,698	\$4,933	\$5,075	\$5,221	\$5,482	\$5,619	\$5,759	\$5,903
Lead Custodial/Maintenance Worker	17	\$4,058	\$4,261	\$4,474	\$4,698	\$4,933	\$5,075	\$5,221	\$5,482	\$5,619	\$5,759	\$5,903
Delivery Driver	14	\$3,772	\$3,961	\$4,159	\$4,367	\$4,585	\$4,717	\$4,852	\$5,095	\$5,222	\$5,353	\$5,487
Custodial/Maintenance Worker	13	\$3,681	\$3,865	\$4,058	\$4,261	\$4,474	\$4,603	\$4,735	\$4,972	\$5,096	\$5,223	\$5,354
Custodian	9	\$3,339	\$3,506	\$3,681	\$3,865	\$4,058	\$4,175	\$4,295	\$4,509	\$4,622	\$4,738	\$4,856


 Personnel Director _____ Date 07 NOV. 2015

 County Superintendent of Schools _____ Date 11/4/15

APPENDIX B – Salary Schedule

Page 3 of 3

San Mateo County Office of Education
Classified Employee Data Base

Page 2 of 2
Tuesday, November 03, 2015

Salary Schedule for: California School Employees Association, Chapter 789

Fiscal Year: 2015/2016

Effective: 7/1/2015

4% COLA

Job Title	Range	A	B	C	D	E	Longevity					
							7 years	12 years	14 years	17 years	20 years	28 years
Longevity:												
2.875 % upon completion of 7 years of service												
2.875 % upon completion of 12 years of service												
5.000 % upon completion of 14 years of service												
2.500 % upon completion of 17 years of service												
2.500 % upon completion of 20 years of service												
2.500 % upon completion of 28 years of service												

APPENDIX C – Flex Time

Page 1 of 2

San Mateo County Office of Education
Anne E. Campbell, Superintendent of Schools

PROPOSAL FOR FLEXTIME

Bargaining Unit: CSEA 887 CSEA 789 CSEA 158 Confidential

Employee Name _____ Position _____ Division/Program _____

Request for (check one): 4 Days / 40 hours (4/10) 9 days / 80 hours (9/80) 5 days / 40 hours (5/40)

Proposed Daily Schedule _____ Beginning Date _____ Ending Date _____
(Include start, lunch and end times)

Conditions of Flexitime:

I understand that the division head has final authority over implementation of a flexitime arrangement. Any denial of flexitime request shall be in writing and shall contain reason(s) for the denial.

if it is determined that a flexitime arrangement interferes with the operation of a program, the Employer shall modify or terminate the arrangement with thirty (30) days written notification to the employee.

Employee Signature: _____ Date _____

SUPERVISOR RECOMMENDATION:

Approved Conditions: _____

Denied Reason: _____

Supervisor Signature _____ Date _____

PROGRAM MANAGER RECOMMENDATION:

Approved Conditions: _____

Denied Reason: _____

Program Manager Signature: _____ Date _____

DIVISION HEAD RECOMMENDATION:

Approved Conditions: _____

Denied Reason: _____

Division Head Signature: _____ Date _____
Rev. 07/13

APPENDIX C – Flex Time

Page 2 of 2

FLEXTIME GUIDLINES

I. Parameters:

Flextime:

- A. Must not have an adverse effect on services / clients
- B. Cannot increase workload on other employees
- C. Must be compatible with the needs of the program, as determined by the program manager
- D. Must not create a situation where a person receives work-out-of-classification pay solely because of the absence of another employee on a regularly scheduled 4/10 or 9/80 day off
- E. Is limited to the options listed below

II. Definitions:

- A. **Core Hours:** Hours of work must begin not earlier than 7:00 am and end no later than 6:00 pm.
- B. **Overtime Rate:** The overtime rate shall be paid at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform work.
- C. **Regular Schedule:** Five (5) consecutive workdays of eight hours each between the hours of 8:00 am and 5:00 pm with an hour lunch.
- D. **Flextime Options:**
 - 1. **5/40:** Five (5) consecutive workdays of eight hours each within the core hours, with an unpaid meal break. A regular schedule may vary day-to-day for a minimum of a 12 week period.
Overtime Pay:
The overtime rate shall be paid for all hours worked in excess of the 8 hour workday and the 40 hour work week.
 - 2. **4/10:** Four (4) workdays, of ten hours each within core hours, with an unpaid meal break.
Overtime Pay:
The overtime rate shall be paid for all hours worked in excess of the 10 hour workday and the 40 hour work week.
Holidays:
If the holiday falls on a scheduled workday the employee will take the holiday off and two hours will be deducted from accumulated leave time other than sick time.
If the holiday falls on a scheduled day off, 8 hours will be added to the employee's accumulated vacation time.
 - 3. **9/80:** A two week schedule providing nine workdays during that period within the core hours, within the following conditions:
 - a. One work week of five work days, consisting of four days of 9 work hours and one day of 8 work hours (each with an unpaid meal break); and
 - b. One work week of four days of 9 work hours with an unpaid meal break.**Overtime Pay:**
The overtime rate shall be paid for all hours worked in excess of the required number of hours in that week (44 hours in one week and 36 hours in the other week).
Holidays:
If the holiday falls on a scheduled workday during the two-week schedule, the employee will take the holiday off and if the holiday falls on a nine hour day, deduct one hour from accumulated leave time other than sick time.
If the holiday falls on a scheduled day off, 8 hours will be added to the employee's accumulated vacation time.

III. Establishment of Schedules

Managers, in conjunction with the Administrator of Human Resources, will prepare a calendar with each employee serving on a 4/10 or 9/80 schedule, which covers the full fiscal year. The calendar will indicate the number of work hours for each day; the designation "0" will represent days off. The completed calendar will include the preparer's and reviewers' signatures. The employee will submit a Proposal for Flextime to the immediate supervisor for consideration. The Proposal for Flextime includes beginning / ending dates, as well as the daily schedule.

IV. Conditions

The division head has the final authority over implementation of a flextime arrangement. Any denial of flextime request shall be in writing and shall contain reason(s) for the denial.

If it is determined that a flextime arrangement interferes with the operation of a program, the employer shall modify or terminate the arrangement with thirty (30) days written notification to the employee.

APPENDIX D – Department of Labor

(Department of Labor Notice WH1420)

EMPLOYEE RIGHTS AND RESPONSIBILITIES

UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and

if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave

entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor Wage and Hour Division



WHD Publication 1420 · Revised February 2013

APPENDIX E 1 of 8

SAN MATEO COUNTY OFFICE OF EDUCATION

CLASSIFIED PERSONNEL PERFORMANCE REPORT

Name: _____ Classification: _____ Date Employed: _____
Program: _____ Check One: 1 Mo. 3 Mo. 5 Mo. Annual

Rating Period: From _____ to _____

INSTRUCTIONS FOR USING FORM

1. Complete two forms - one copy for Personnel and one for Employee.
2. Summarize major responsibilities of the position. This will help you focus on job related requirements and standards on which you should rate employees.
3. Read all the specifications for the first factor. After you have determined which specification most fits the employee, place an "X" in that square. You may cross out any part of the specification that is not applicable to an employee. Repeat for each factor.

MAJOR RESPONSIBILITIES OF POSITION: (Summarize major responsibilities assigned to the position)

APPENDIX E 2 of 8

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<p><u>JOB KNOWLEDGE/SKILL:</u> The degree to which employee has and applies knowledge and skills required by the job, and maintains current knowledge and skills.</p>	<p><input type="checkbox"/> Knows all phases of job well. Is acknowledged as an expert in job area. Demonstrates job skills at level beyond job requirement. Actively seeks professional self-improvement to expand job knowledge.</p>	<p><input type="checkbox"/> Has and applies knowledge and skills to handle job responsibilities. Asks questions when in doubt about some area of job. Keeps current on trends and technical information in job area.</p>	<p><input type="checkbox"/> Knowledge of some major phases of job incomplete. Some job skills in critical job areas need improvement.</p>	<p><input type="checkbox"/> Knowledge of several major phases of job is inadequate. Does not demonstrate acceptable level of job skill in majority of critical job areas. Gaps in job knowledge and skills result in serious mistakes.</p>

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<p><u>QUALITY OF WORK:</u> The thoroughness, accuracy and neatness of work produced.</p>	<p><input type="checkbox"/> Produces work that is exemplary in thoroughness, accuracy, and neatness. Uses effective and efficient methods in performing work.</p>	<p><input type="checkbox"/> Work is consistently thorough, neat and accurate. Work methods used are generally effective and efficient.</p>	<p><input type="checkbox"/> Work is occasionally inaccurate or incomplete requiring that it be revised or totally redone. Work methods need improvement.</p>	<p><input type="checkbox"/> Work contains frequent errors or is not done at all. Work methods used are completely unsatisfactory.</p>

COMMENTS:

APPENDIX E 3 of 8

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>PRODUCTIVITY:</u> The amount or volume of work turned out.	<input type="checkbox"/> Produces exceptionally high amount of work. Skillfully sets priorities. Can coordinate several projects/assignments simultaneously. Work usually completed sooner than expected.	<input type="checkbox"/> Produces appropriate amount of work. Sets priorities in order to complete projects/assignments on time.	<input type="checkbox"/> Produces less than acceptable amount of work. Takes too long to complete assignment.	<input type="checkbox"/> Produces significantly less than an acceptable amount of work. Frequently does not meet deadlines.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>INITIATIVE/DEPENDABILITY:</u> The combination of job interest, dedication and willingness to extend oneself to complete assigned tasks.	<input type="checkbox"/> Highly motivated to improve department productivity and to achieve and establish goals. Anticipates and performs needed tasks. Adept at overcoming barriers to progress. Often comes up with innovative ways to accomplish things.	<input type="checkbox"/> Does regular work without waiting for directions. Needs only minimal guidelines and instructions to carry a job to completion. Willing to take on new assignments. Is recognized as reliable person who can get tasks done.	<input type="checkbox"/> Occasionally fails to follow through on assignments. Usually waits to be told what to do. Requires constant supervision. Abandons projects or problems when frustrated.	<input type="checkbox"/> Frequently does not complete assigned work regardless of supervision provided. Criticizes colleagues and procedures, but does not suggest improvement. Shows no interest in improving work efforts.

COMMENTS:

APPENDIX E 4 of 8

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<p><u>WORKING RELATIONSHIPS:</u> The working relationship established with fellow employees and/or the public.</p>	<input type="checkbox"/> Exceptionally effective in working with others. Shows sensitivity for the feelings of others. Confronts conflict situations skillfully. Is positive and nonjudgmental in interactions with others. Is tactful when dealing with the public.	<input type="checkbox"/> Consistently maintains positive work relationships and shows willingness to assist others. Is respectful and considerate of others. Is courteous when dealing with the public.	<input type="checkbox"/> Has some difficulty maintaining positive relationships with others. Must be encouraged to cooperate. Avoids dealing with conflicts. Is reluctant to meet with members of the public as appropriate to position.	<input type="checkbox"/> Fails to establish positive relationships with others. Frequently refuses to cooperate. Disrupts smooth operation of department. Is argumentative or abrupt when dealing with the public.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENTS	UNSATISFACTORY
<p><u>ADAPTABILITY/FLEXIBILITY:</u> The ability to accept and cope effectively with changing practices, policies and priorities.</p>	<input type="checkbox"/> Enthusiastically undertakes and implements new projects/assignments. Anticipates change. Offers constructive suggestions when change is under consideration.	<input type="checkbox"/> Copes with stress of change in a reasonable way. Able to shift priorities when necessary to meet changing needs. Remains open and objective on most issues.	<input type="checkbox"/> Shows some resistance toward change. Is critical of new ideas without offering alternatives.	<input type="checkbox"/> Rejects new ideas. Undermines efforts for change. Typically meets stressful situations or change with tension, lack of poise, or other inappropriate behavior.

COMMENTS:

APPENDIX E 5 of 8

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>DECISION MAKING:</u> * The ability to make sound decisions which affect work programs.	<input type="checkbox"/> Demonstrates exceptional ability to define problems, compile and analyze facts, draw valid conclusions, and make decisions even under pressure.	<input type="checkbox"/> Makes decisions or prepares solutions to problems which are clear-cut and supported by facts and sound judgement. Follows through to be sure plans are implemented.	<input type="checkbox"/> Sometimes fails to secure and weigh all the facts before making decisions. Does not always inform people who will be affected by a decision. Makes decisions but does not always follow through with implementation.	<input type="checkbox"/> Decisions are often arbitrary and more subjective than objective. Has trouble identifying problems. Does not use appropriate decision making techniques.

COMMENTS:

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>SUPERVISION:</u> The ability to plan, control and evaluate work activities and motivate and develop subordinates.	<input type="checkbox"/> Demonstrates excellent planning skills. Uses exceptional skill and judgment in delegating authority. Initiates and participates in successful staff development activities.	<input type="checkbox"/> Generates approximate plans to realize division/department goals. Delegates work fairly among staff. Helps employees correct job problems and assists them in attaining goals they have set for themselves.	<input type="checkbox"/> Plans only when instructed to do so. Delegates work without taking employee's ability or job class into account. Talks to employees about their performance only at formal evaluation times. Makes only token attempts to assist employees to improve their job performance.	<input type="checkbox"/> Plans frequently do not achieve desired results. Low morale is characteristic among employees supervised. Does not delegate work appropriately. Makes no attempt to assist employees to improve their job performance.

COMMENTS:

APPENDIX E 6 of 8

PERFORMANCE FACTOR	EXCEEDS JOB STANDARDS	MEETS JOB STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
<u>SAFETY/USE AND CARE OF EQUIPMENT:</u> *	<input type="checkbox"/> Safe work procedures always followed. Anticipates potential hazards and eliminates them effectively. Has accident free history.	<input type="checkbox"/> Follows work procedures. Conscious of work hazards and reports them to supervisor. Maintains equipment in good working order.	<input type="checkbox"/> Sometimes fails to follow safe work procedures. Has had some minor accidents. Occasionally takes potentially unsafe short cuts. Does not always take proper care of equipment.	<input type="checkbox"/> Does not follow safe work procedures. Has had frequent accidents. Uses equipment carelessly, resulting in poor work product, high down time and costly maintenance.

COMMENTS:



ATTENDANCE:

Meets San Mateo County Office of Education attendance standards. Consistently punctual, with no recurring attendance problems.

Fails to meet attendance standards with frequent lateness and/or recurring attendance problems.

(If employee fails to meet attendance standards, explain why.)

APPENDIX E 7 of 8

PERFORMANCE SUMMARY:

A. *In what areas does the employee excel?*

B. *In what job related areas is improvement needed in order for the employee to perform job duties satisfactorily?*

DEVELOPMENT PLAN:

A. *What actions will be taken before the next performance review to help the employee improve his/her performance? How will you, as supervisor, help?
(Use additional sheets as necessary.)*

B. *Establish with your employee objectives which may include new and better ways to carry out job responsibilities or plans for personal/professional development. Include specific action plans to accomplish objectives and timelines as necessary. (Use additional sheets as necessary.)*

APPENDIX E 8 of 8

SUMMARY RATING:

Check one of the following (for probationary employees only).

- Not recommended for continued employment* *Recommended for continued employment.*
- Recommended for continued employment only if major improvements made.*

COMMENTS:

Signature of Evaluator

Title:

Date:

Signature of Program Manager

Title:

Date:

EMPLOYEE REVIEW:

Employees are encouraged to add their comments to this review.

*I have reviewed this document and discussed the content of this review with my supervisor.
My signature does not necessarily imply that I agree with this evaluation.*

Employee Signature _____ *Date* _____

APPENDIX F

SAN MATEO COUNTY OFFICE OF EDUCATION
GRIEVANCE FORM

**SAN MATEO COUNTY OFFICE OF EDUCATION
GRIEVANCE FORM**

I, _____, wish to file the following grievance:

On _____, the following events occurred:
(date)

I believe this to be a misinterpretation, misapplication, or violation of Article _____ of the current agreement which states:

I am adversely affected in that:

This was discussed with my supervisor, _____, on _____,
(date)
but we were unable to resolve the problem.

I believe the remedy should be:

(employee signature)

(date)

(print name)

APPENDIX G

1. Medical insurance shall be offered through CalPERS Health benefits Program, subject to all of the conditions described herein.
 2. The County Office medical insurance contribution per eligible half time or more working unit member, shall be, at minimum, the mandatory contribution CalPERS requires per month, paid twelfthly.
 3. Enrollment for every unit member in dental and life insurances shall be mandatory. County Office shall pay premiums for Life Insurance (\$25,000) for employee only.
 4. Every unit member working less than half time shall be excluded from County Office medical plans and shall forfeit the County Office contribution to medical coverage.
 5. Every unit member working at least half time shall enroll in one of the health insurance plans offered by the County Office or provide proof of other health insurance coverage. If the unit member elects not to enroll in one of said plans, the County Office contribution shall be forfeited.
 6. Any excess medical insurance premium for a Unit member and dependents that is beyond the County Office contribution shall be the sole responsibility of the unit member.
 7. The administrative and reserve costs charged by PERS and paid by the County Office, shall not exceed costs beyond 1% of any of unit member health insurance premiums. Any cost beyond 1% shall be negotiated.
8. Retirees: Health insurance for retired members shall be provided under the following terms and conditions:
 - 8.1 The County Office agrees to contribute the lesser amount set by California Public Employee's Retirement Law per eligible retiree (as defined herein) per month for the life of the employee.
 - 8.2 Retirees eligible for County Office optional contributions under Article 5, shall continue to receive this contribution as stipulated less the required County Office paid enrollment fee to CalPERS.
 - 8.3 If the retiree elects not to enroll in the CalPERS Health Plan, the County Office premium contribution amount will be forfeited.
 - 8.4 The surviving spouse shall continue to receive the basic County Office monthly contribution if he/she continues to receive STRS/CalPERS benefits.

Future requirements by the Federal, State or local government for a percentage payroll tax, fee, charge for Health and Welfare benefits shall be brought back to the Table for negotiations.

CSEA Chapter 789 Signature Page

For the San Mateo County
Office of Education:



Sue Wieser



Margie Gustafson



Julie Eastburn

Date: 1/25/2016


For CSEA Chapter #789:



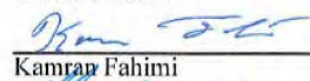
Robert Fuentes



Brian Wilson



Gerald Fuentes



Kamran Fahimi




Mark Westerberg

Date: 1/25/2016

Ratified by the Unit on October 7, 2015

Approved by the San Mateo County Superintendent of Schools

Date: 1/25/2016

By: 

Anne E. Campbell
County Superintendent of Schools