

SECTION 1 AGREEMENT

- 1.01 This Agreement is entered into this 1st day of June, 2015 between the Superintendent of the Plumas PCOE Office of Education, hereinafter called "PCOE", and the Plumas PCOE Chapter No. 230 of the California School Employees Association, hereinafter called "CSEA."
- 1.02 This Agreement is entered into pursuant to Chapter 10.7, Section 3540 through 3549.3 of the Government Code.
- 1.03 This Agreement shall remain in full force and effect from July 1, 2015 to June 30, 2018. Parties agree to reopen no more than two sections apiece in 2015/2016 and 2016/2017, and 2017/2018 including Sections 13 and 23.

SECTION 2 ACKNOWLEDGMENT

- 2.01 PCOE recognizes the California School Employees Chapter 230 as the exclusive representative of the classified employees unit of the Plumas PCOE Office of Education. The classified unit shall include all regular employees except management, supervisory, confidential or certificated.

SECTION 3 NEGOTIATION PROCEDURES

3.01 Not later than the first meeting of October of each calendar year, pursuant to Section 3547 of the Government Code, all initial proposals of CSEA and PCOE relating to matters within the scope of representation for the ensuing contract period or year shall be presented at a public meeting of the PCOE Board of Education.

Meeting and negotiating shall take place on any proposal only after a reasonable time has elapsed after submission of the proposal(s), in order that the public may be informed and have the opportunity to express itself regarding proposals of both CSEA and PCOE.

3.02 Any agreement(s) reached between the parties shall be reduced to writing and signed by them.

3.03 Negotiations shall take place at mutually agreeable times and places.

3.04 CSEA shall designate three (3) representatives who shall each receive a reasonable number of hours per week without loss of compensation to attend negotiations and impasse proceedings. CSEA and PCOE may each include one professional advisor upon prior notice to the other.

3.05 Multi-year Re-opener Clause. During the life of this Agreement, and pursuant to the provisions of the negotiation procedures section of this contract, each party may present, for purposes of negotiation, two areas under the contract, plus salary and health and welfare benefits. Areas are defined as follows:

- A. Wages, health and welfare (Sections 6, 8, 10, 13, 14, 22, 23, 28, 29)
- B. Hours of employment (Sections 8, 20, 25, 26)
- C. Leave and transfer (Sections 15, 17, 18)
- D. Safety conditions of employment (Section 21)
- E. Class size
- F. Employee evaluation procedures (Sections 9, 24)
- G. Grievance processing procedures (Section 7)
- H. Organizational security (Sections 4, 5, 11, 12, 16, 19)

3.06 Should negotiation procedures fail to produce a new agreement prior to the conclusion of this Agreement, this Agreement shall remain in effect until a new agreement is reached.

SECTION 4 CHECK OFF AND ORGANIZATIONAL SECURITY

- 4.01 Check off. CSEA shall have the exclusive right to have membership dues or service fees deducted for all employees in the bargaining unit by PCOE. PCOE shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, or other plans or programs approved by PCOE. PCOE shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.
- 4.02 Dues Deduction. PCOE shall deduct, in accordance with CSEA dues and service fee schedule, dues or service fees from the wages of all employees who are in the bargaining unit.
- 4.03 Service Fee. CSEA and PCOE agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this Agreement and for the representation of employees in the bargaining unit.
- Employees in the bargaining unit who are not members on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall, within thirty (30) days of the date of this Agreement or their employment, apply for membership or service fee deduction and execute an authorization on a form provided by CSEA, and PCOE shall deduct from the salaries of such employees dues or service fees as set forth in the CSEA dues schedule.
- 4.04 Religious Objection. If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from that employee's paycheck and deposited in the account of the Plumas County Search and Rescue.
- 4.05 Hold Harmless Clause. Plumas County Chapter No. 230 CSEA shall indemnify and hold PCOE harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provision contained herein.
- 4.06 Dues. The amount of dues paid depends on the amount of salary earned annually, as indicated in the CSEA dues structure, plus \$1.50 per to local Chapter 230.

SECTION 5 ORGANIZATIONAL RIGHTS

- 5.01 CSEA shall have the following rights in addition to the rights contained in this Agreement.
- A. The right of access at reasonable times to areas in which employees work.
 - B. The right to use without charge, institutional bulletin boards, mailboxes, and PCOE's AV mail system.
 - C. The right to review at all reasonable times any material in the possession of or produced by PCOE necessary for CSEA to fulfill its role as the exclusive bargaining representative, except items deemed to be confidential.
 - D. The right of release time for two delegates to attend the CSEA annual conference provided the delegates would have been in a work condition at the time of the release.
- 5.02 Advisory Committees. When PCOE forms or causes to be formed any advisory committee relating to bargaining unit employees, PCOE shall, after consulting with CSEA, appoint CSEA representative(s).
- 5.03 Distribution of Contract. Within ninety (90) days after the execution of this contract, PCOE shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after execution of this Agreement shall be provided with a copy of the Agreement by PCOE at the time of employment.

SECTION 6 HOLIDAYS

6.01 Paid Holidays. PCOE shall establish a list of paid holidays for the classified service for each fiscal year. The list shall be made available to each classified employee.

All regular employees as a part of their classified service shall be entitled to the following paid holidays, subject to the exceptions listed under the holidays:

New Year's Days	January 1
Martin Luther King Day	Third Monday in January
Lincoln Day	February 12*
Washington Day	Third Monday in February
Friday of Spring Recess or a day approved by PCOE	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11*
Wednesday preceding Thanksgiving	
Thanksgiving Day	Last Thursday in November
Friday following Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

(* Or a day in lieu thereof)

Exceptions:

- A. Providing, however, that if any of the above holidays fall on a Saturday, such holiday shall be observed on the preceding Friday; and
- B. Providing, further, that if any of the above holidays fall on a Sunday, the following Monday shall be observed as a holiday.
- C. Only those employees on work status at the time of a holiday shall be entitled to pay for such holiday. Therefore, employees who are not working during the summer months will not be entitled to the July 4th holiday. All probationary and permanent employees shall be entitled to the regular paid holiday provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. Education Code 45203

- 6.02 Except in emergencies, classified employees shall not be required to work on established holidays. When work on holidays is required, however, such work shall be compensated at the normal rate and, in addition, shall be compensated at one and one-half times the employee's normal rate of pay for said holiday work. As an alternative, the employee may request and receive compensatory time off for ordered holiday work. Such time off shall be computed at one and one-half times the holiday, or portion thereof, worked.
- 6.03 A paid holiday occurring during a period of the employee's leave of absence for sickness or accident or for industrial accident and illness shall not reduce the employee's credit for such leave.
- 6.04 A paid holiday falling within an employee's annual paid vacation period shall not reduce vacation credit. Another day, taken at a time mutually agreed upon by the employee and administrative supervisor, shall complete the vacation. The PCOE payroll department shall be notified of such arrangement.
- 6.05 Part-time employees shall be compensated for established paid holidays in the payroll for the month in which they occur.

SECTION 7 PROCEDURES FOR PROCESSING GRIEVANCES
RELATIVE TO AGREEMENT

- 7.01 Purpose. The purpose of this section is to provide a procedure for the consideration of grievances. This grievance procedure applies only to items covered in this Agreement.
- 7.02 Definitions.
- A. A "grievance" is defined as any complaint of an employee involving the interpretation, application, or alleged violation of this Agreement.
 - B. A "grievant" is a person who files a grievance and may be any member of the recognized bargaining unit covered by the terms of this Agreement, or the representative authorized by CSEA Chapter 230.
 - C. A "day" is any day in which the central administrative office of the Plumas County Office of Education is open for business.
 - D. The "immediate supervisor" at the school level is the principal; at other than the school level, the administrator is designated by the superintendent.
- 7.03 Any employee or other person as defined in Section 7.02 may present a grievance relating to a contract dispute to their immediate supervisor and have such grievance adjusted, as long as the adjustment is not inconsistent with the terms of this Agreement. The public school employer shall not decide the adjustment or resolution of the formal grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 7.04 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure.
- 7.05 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of employees.

- 7.06 The filing of a grievance shall not be construed as reflecting unfavorably upon an employee's or the immediate supervisor's good standing, performance, loyalty, or desirability to CSEA or PCOE. Employees, employee representatives, and all other persons involved in the presentation of a grievance shall be free from restraint, interference, coercion, discrimination, or reprisal.
- 7.07 Failure by the administration to adhere to decision deadlines shall give to the grievant the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the grievant to adhere to the submission deadlines shall mean that the grievant is satisfied with the latest decision and waives any right to further appeal. Nothing prevents the parties from extending the deadline by mutual agreement.
- 7.08 Meetings for the processing of grievances shall be scheduled during the work day, as defined in section 7.02 and 7.03, and any employee required by either party to participate as witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 7.09 When a grievance has been filed by an employee or other person, the grievant may terminate the grievance at any time by giving written notice to the superintendent or his designee. Failure to comply with time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee or other person.
- 7.10 Any employee or other person who believes he has a grievance shall present the grievance orally to the immediate supervisor within twenty (20) days after the grievant knew of the circumstances which form the basis for the grievance. The administrator shall hold a conference with the grievant in an attempt to resolve the matter within three (3) days after the oral presentation of the informal grievance.
- 7.11 Formal Level.
- A. Level I
1. Within ten (10) days after the occurrence of the informal conference, the grievant must present the grievance in writing on the appropriate form, included as part of this Agreement, to the immediate supervisor of the employee.

2. This statement shall be a clear, concise statement of the grievance, the circumstances involved, and the specific remedy sought.
3. The administrator shall communicate the decision, including the rationale, to the grievant in writing on the appropriate form within ten days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request personal conferences.

B. Level II

1. If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of the decision rendered at Level I appeal the decision on the appropriate form to the superintendent or designee.
2. This statement shall include (a) a request for appeal; (b) a copy of the original grievance; (c) a copy of the decision rendered; and (d) a clear, concise statement of the reasons for the appeal.
3. The superintendent or designee shall communicate the decision, including the rationale, to the grievant in writing on the appropriate form within ten (10) days after receiving the grievance. If the superintendent does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request personal conferences.

C. Level III

1. The grievant, if not satisfied with the disposition of the grievance at Level II, may request in writing within the next ten- (10) days that CSEA submit the grievance to arbitration.
2. CSEA, by written notice to the superintendent within ninety (90) days after receipt of the request from the grievant, may submit the grievance to advisory arbitration. If any questions arise as to whether a grievance can be arbitrated or not, such questions will be ruled upon by the arbitrator only after he has had an opportunity to hear the merits of the grievance.

3. The grievance shall be submitted to the State Mediation and Conciliation Service. Expedited labor arbitration rules shall apply if mutually agreed to by CSEA and PCOE. Otherwise, a full arbitration report will be prepared.
4. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall prepare a written report for submission to the parties, stating the issues submitted, the facts presented, and the findings derived therefrom.
5. The arbitration proceeding shall be conducted by a professional arbitrator to be selected by PCOE within seven (7) days after request is received by the superintendent. If an arbitrator cannot be agreed upon, the following selection procedure will be employed.
6. The State Mediation and Conciliation Service shall be requested to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. An elimination process in which the first party shall be determined by a flip of the coin shall determine the selection of an arbitrator; then each party shall alternately remove a name until only one name remains. The remaining panel member shall be the advisory arbitrator.
7. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted, unless expedited rules apply.
8. The superintendent, Association, and grievant shall be given copies of the decision and the arbitrator's report. The arbitrator will render an advisory award, not binding on either party. If neither party files a request to the Governing Board to undertake a review of the advisory decision within ten (10) working days of its issuance, then the decision shall be considered adopted by the governing Board and becomes final and binding on all parties. If a timely request for review is filed with the Governing board, the governing Board shall then undertake a review of the entire hearing record and briefs.

9. The Governing Board may also, if it deems it appropriate, permit oral arguments by the representatives of the parties, but only in the presence of one another.
10. Within twenty (20) working days after receiving the record, the Governing Board shall enter a decision on the matter, which shall be final and binding on all parties, subject to established rights of judicial review.
11. If the Governing Board does not render such a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.
12. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which violates the terms of this Agreement. The arbitrator cannot add to or modify the terms or conditions of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper.
13. All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by PCOE and CSEA. Costs of transcripts will be borne by the party requesting them.
14. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

- 7.12 GRIEVANCE FORM – Appendix A1
- 7.13 GRIEVANCE ANSWER FORM – Appendix A2

SECTION 8 HOURS AND OVERTIME

8.01 Work Week. The work week shall consist of five (5) consecutive days of seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37-1/2) hours per week, Monday through Friday, depending on the employee's class. The workweek, other than described above, may be individually agreed upon between PCOE and the employee.

This section shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of PCOE except as provided for in Section 8.07, Overtime. Aside from the requirement of this section, PCOE may institute the program allowed under Education Code Section 45132 and the requirements of that section.

8.02 Work Year. The length of any bargaining unit employees work year shall be a 10-month appointment, 12-month appointment, or school-calendar appointment, relative to the needs of PCOE, and in agreement with CSEA. For the 2014/15 school year, the work year for anyone working less than 12 months will include 180 paid days (in addition to paid holidays and vacations), one of which is a non student day for professional development. Per the negotiated agreement, anyone working less than 12 months will attend two additional professional development days as identified on the academic calendar. The professional development opportunity is agreed to as part of the 5% salary schedule increase. In 2015/16 the 180 day academic calendar includes 180 student days. The two additional training days will be outside the academic calendar.

8.03 Work Day. The length of any bargaining unit employee's workday shall be established by PCOE in compliance with law for each employee, relative to the needs of PCOE.

8.04 Adjustment of Assigned Time. Any part-time employee in the bargaining unit who by administrative assignment works an average of 30 minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours effective with the next pay period.

8.05 Lunch Periods and Rest Periods. The District shall establish an unpaid, uninterrupted lunch period of not less than one-half hour, nor more than one hour, for each bargaining unit employee working five or more consecutive hours per day. The District shall provide two paid 15 minute rest periods for each bargaining unit employee working 7.5 or more

hours per day. Rest periods shall not be taken during the first or last hour of the work day nor within one hour of the employees lunch break without prior approval. An employee working less than 7.5 hours a day is entitled to a paid 15 minutes rest period for each 3.5 hours consecutively worked. Dinner periods, and rest periods for evening and early morning shift employees, shall be established whenever possible within these regulations for day shift employees.

In the event of abuse of rest period privileges, employees may be subjected to the disciplinary procedures of the PCOE, including but not limited to deduction from pay for time lost or suspension of break privileges for the abusing employee(s) for a period of time determined by the immediate supervisor.

8.06 Voting Time Off. If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, PCOE shall arrange to allow sufficient time for such voting by the employee without loss of pay.

8.07 Overtime. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay for the employee for all overtime work. Overtime is defined to include any time worked in excess of eight hours or seven and one-half hours, depending on the employee's class, in any one day or on any one shift, or in excess of 40 or 37-1/2 hours, depending on the employee's class, in any calendar week. The one and one-half time compensation rate shall be in addition to the regular compensation rate when applied to work performed on a holiday.

All work worked beyond the work week of five consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.

All overtime and other extra time worked by an employee must be pre-approved in writing by the employee's supervisor.

Refusal of an offer of overtime will not cause the person's name to be placed at the bottom of the rotational list. It is understood that emergency situations may result in the rotational list not being followed.

8.08 Shift Differential. Any full-time employee in the bargaining unit whose assigned work shift extends beyond 5 p.m. and up to 6 a.m. shall receive a shift differential of one-half hour less than the regular day shift.

In the event of abuse, such as leaving earlier than the normal quitting time, employees may be subjected to the disciplinary procedures of PCOE. A pattern of abuse may result in the deletion of this section from the contract.

- 8.09 Split Shift Differential - Compensation. All employees in the bargaining unit whose assigned shift contains one or more periods of unpaid time whose total exceeds one and one-half hours shall be paid a shift differential premium of 7-1/2 percent above the regular rate of pay for all hours worked after the initial work period. (The one and one-half hour unpaid time does not refer to unpaid lunch periods.) This section shall apply only to split shifts that result from administrative assignment, not from unit members voluntarily combining two or more positions in a way that results in a split shift.
- 8.10 Compensatory Time Off. An employee of CSEA may, by arrangement with his/her supervisor, take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 8.07. Compensatory time off shall be taken at a time mutually acceptable to the member of CSEA and PCOE, as soon as feasible within the fiscal year in which it was earned. If the compensatory time off has not been taken within the fiscal year in which it was earned PCOE shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's earned rate of pay. Signed and approved timecards will be submitted to Payroll Department no later than June 30th. Payment of unused compensatory time will be no later than July 10th.
- 8.11 Overtime - Extra-Time Refusal. An employee may refuse additional hours except that, when the needs of the PCOE warrant, the supervisor may direct the employee to work additional hours. The supervisor shall determine the needs of the PCOE. The supervisor shall attempt to identify employees desiring to work additional hours before directing an employee against his/her will to work additional hours.
- 8.12 Overtime Distribution. Within a job site, all overtime shall be equalized among employees within the job classification on a rotational basis. Refusal of an offer of overtime will cause the person's name to be placed at the bottom of the rotational list as if the offer had been accepted (inability to accept due to PCOE work schedule conflicts does not constitute refusal).
- 8.13 Minimum Call-In Time. Any employee called in to work by his/her supervisor on a day when the employee is not scheduled to work shall

receive a minimum of two hours pay at the appropriate rate of pay under this Agreement.

8.14 Call Back Time. Any employee called back to work by his/her supervisor after completion of the regular assignment shall be compensated for at least two hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

8.15 Summer Work. PCOE shall provide with April paychecks a list of jobs, by job site, of proposed temporary summer jobs. Brief job descriptions and approximate duration will be included in the announcement. Also included will be a response sheet to be returned to the site supervisor on or before the final day of school. The provisions of Section 17, Transfer, shall apply, except for 17.03, which shall not apply. Any permanent employee employed for summer work shall be entitled to the same benefits enjoyed during the school year as per California Education Code.

- A. Summer employees whose summer job is within their current, regular-year classification shall receive their regular pay.
- B. Summer employees whose summer job is within a classification held during or after the 2001/2002 school year shall be paid at their previously-held salary step for that classification.
- C. Summer employees whose summer job is within a classification they have never held during the regular school year will be paid at step A in that classification.

8.16 Working Out-of-Class

- A. An employee may be required to perform duties not a part of his/her classification, but only as specifically provided for in this section. Any employee assigned duties as a part of his/her classification for a period of at least two (2) full days shall receive either the rate of pay for that classification (at the working employee's current step), retroactive back to the first day, or a minimum five percent (5%) adjustment above his/her regular rate of pay, whichever is greater.
- B. A substitute in a position of a supervisory nature shall be paid the higher salary from day one.
- C. Working Out of Class: Aides administratively assigned to supervise a classroom, (under the authority of an administrator), due to the absence of a certificated teacher and the unavailability of a substitute teacher, shall be compensated at a rate of pay

equal to time and one-half the regular rate of pay for the employee for all time spent supervising said classroom.

SECTION 9 EVALUATION

- 9.01 Evaluative materials for each employee shall be maintained at PCOE's central administrative office. No adverse action of any kind shall be taken against an employee based upon materials, which are not in the personnel files.
- 9.02 Employees shall be provided with copies of any derogatory written material ten- (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity to initial and date the material and to prepare a written response to such material.
- 9.03 An employee shall have the right, at any reasonable time without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- 9.04 All evaluative materials shall be kept in confidence. Administrators (on a need-to-know basis) and employees engaged in file maintenance shall have access to evaluative materials as provided under the law. Administrators and members of the Governing Board are also allowed access as provided under the law. The PCOE shall keep a log indicating the persons who have examined evaluative materials, as well as the date such examinations were made, for those not specifically enumerated in this section. Such log and the employee's personnel file shall be available for examination by the employee or his/her Association representative if authorized by the employee.
- 9.05 Any person who places written material in an employee's file shall sign and date the material. Any written evaluative or disciplinary materials placed in a personnel file shall include a statement that the unit member be given an opportunity to respond in writing, and to have the response attached to the evaluative materials.
- 9.06 If an employee corrects a deficiency noted in previous evaluative materials, the supervisor shall develop a statement, which recognizes such improvement if, in the opinion of the supervisor, improvement actually has been made.
- 9.07 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements. Any negative evaluation shall include specific recommendations for improvement and an offer for assistance to the employee.

- 9.08 An employee who wishes to appeal an evaluation must request a conference with the supervisor of the employee's evaluator.
- 9.09 The probationary period shall be ten (10) months for ten month employees and twelve (12) months for twelve month employees. The quality of work and other factors relating to probationary employees shall be evaluated in writing by their administrative supervisors at least once during the first three months of service and again not later than two weeks before the close of the probationary period. The employee shall receive a copy of each evaluation, and a copy shall be placed in the PCOE office personnel files.
- 9.10 Permanent classified employees shall be evaluated, in writing, as to the quality of their work and other factors at least once annually. If there is no evaluation, it is assumed that the employee's performance is excellent. The employee shall retain one copy of the evaluation, one copy shall go to the employee's supervisor, and one copy shall be filed in the employee's personnel file in the Human Resource office not later than June 1st of each fiscal year. If an employee receives (in his/her opinion) a negative evaluation, the employee has the right to request a reevaluation no later than three working months from the negative evaluation.
- 9.11 Evaluations of the employee's work shall be considered in approving continuing employment, transfers, promotions or demotions, discharges, re-employment, and other personnel activities.
- 9.12 The employee's administrative supervisor shall take all appropriate steps to assist the employee in adjusting to the position and in improvement of job skills. The supervisor shall prepare as many evaluations as are necessary to record improvement or lack of it as well as to serve as a basis for re-appointment or for disciplinary action or discharge.
- 9.13 Each written evaluation shall be dated and signed by the administrative supervisor and by the employee as evidence that the employee has read and discussed the evaluation with the administrative supervisor. The employee's signature shall in no way be construed to indicate agreement with the content of the evaluation form.
- 9.14 The objectives of the employee-rating program are to:
- A. Form the basis for constructive discussion between supervisors and employees on all matters affecting performance, efficiency, and job requirements, thereby developing mutual understanding and more effective work relationships.

- B. Provide a periodic review of employee's services by comparing these services with the desired standard of effective performance.
- C. Encourage the recognition and development of individuals who may be qualified for promotion.
- D. Require all supervisors to reflect closely upon the work of their employees, thus minimizing any tendency to give superficial evaluation based on opinions, assumptions, or inadequate evidence.
- E. Assure employees of a more impartial and objective evaluation of their progress.
- F. Call attention to specific factors of performance, qualifications, and personal characteristics so that they may be evaluated and discussed separately, thus avoiding generalizations which are not accurate or always meaningful.
- G. Call attention to any inadequacies in the recruitment and selection procedures.
- H. Assist in determining necessary in-service training.
- I. Encourage employees toward self-analysis and toward the desire to improve or overcome specific weaknesses.
- J. Serve as a factor in determining adjustments of staffing needs.
- K. Provide a continuous attempt to achieve fairness and to retain an understanding of the employee's feelings by establishing rules and procedures for the purpose of insuring that all employees are treated equitably.
- L. Provide all supervisors with similar standards of measurement.

9.15 Ratings are a matter of individual judgment, based on observed job performance. A rating scale known as the "Evaluation Record for Classified Employees" (Section 9.18) shall be used as the evaluation instrument in an attempt to standardize the rating measurement.

9.16 The purpose of the "Evaluation Record" is to provide a basis for the effective personnel evaluation necessary for the promotion of greater work efficiency and high employee morale.

9.17

The "Evaluation Record" shall be prepared pursuant to the following statement of policy relating to interpretation of the evaluation instrument.

- A. Rating. Rating should be based on a comparison with all known persons doing like type and class of work, rather than theoretical perfection. Thus, if the knowledge possessed by the person being rated would rank the employee in the top one or two percent of all people the supervisor has ever known (performing this same general type and class of work), the supervisor would put the check mark at or near the extreme right of the scale.
- B. Scoring. For each quality to be rated there is a scale on page one of the instrument. A check mark will be entered in the appropriate place on the scale. The general rating on page two of the instrument is the result of the rating in Section I plus consideration of other qualities possessed by the employee, which affect the employee's value to the PCOE.
- C. "Quality of Work" indicates the average degree of excellence of the work for the entire period being rated, but does not take into account the volume of work. It includes all such factors as neatness, accuracy, completeness, and general acceptability of work.
- D. "Volume of Work" indicates a combined rating of two factors: how rapidly the employee works and how constantly that speed is maintained. It is the total volume of work over the entire rating period that counts, not the rate made in sudden bursts of speed. For example, a typist who has the ability to type at a net speed of 80 words per minute (as shown by a test) might work so intermittently that the total volume for a week or a month would be less than that of a person with a much slower test speed.

The quality of work is not ordinarily taken into account in this rating. For example, an Account Clerk I who turns out a large quantity of work but with numerous errors might still be rated high on "Volume of Work" as the errors would be reflected in the rating for "Quality of Work". Work which is entirely unacceptable in quality because of excessive errors and which, therefore, must be done over, should not be considered as accomplished work in estimating "Volume".

- E. "Knowledge of Work" indicates how completely the employee possesses information pertinent to the performance of the work. A Clerk Typist who does routine work would not need knowledge that is as extensive as a Curriculum Program Assistant who is called upon for recommendations regarding procedures. To secure a rating of "above average" one doing even routine work should have

knowledge of all essential rules and procedures and at least a fair understanding of the basic principles behind them. To secure a rating of "excellent" that employee should have an outstanding knowledge of rules and procedures plus a good background of the underlying principles.

- F. "Initiative" indicates the capacity to assume responsibility without waiting for detailed instructions. It requires the ability to make a prompt decision as to the best course and the self-confidence and courage to act on that decision. A person with initiative will be on the alert for better methods of doing the work and will volunteer suggestions for changes rather than wait until asked.

This is primarily a rating of initiative. If an employee shows active initiative but on occasion makes errors in judgment, a high rating should be given for initiative but with some comment as "interested and shows considerable initiative but probably due to lack of experience is occasionally lacking in 'judgment'." This lack of judgment would be reflected in a lowered rating for "Quality of Work".

- G. "Work Attitude" indicates how much this person is interested in the work. When emergencies arise and more than the usual effort is necessary does the employee jump into the task with enthusiasm? Or does the employee need to be reminded that the work is getting behind? Is the employee on the alert for new ideas? Is the employee taking some course or reading books, which will help the person, do a better job?

All or practically all of these questions should be answered strongly in the affirmative before a high rating on "Work Attitude" is given.

- H. "Attitude Toward Others" indicates how pleasantly this employee works with fellow employees. What is the employee's attitude toward supervision? Does the employee welcome or resent suggestions made by the supervisor? When asked to do something a little out of the ordinary, how promptly and how pleasantly does the employee agree to do it? If the employee comes into contact with persons from outside PCOE (in person or by telephone) are these contacts such that they build good will? When working directly with teachers, students, parents, and employees, does the employee show a sincere interest in them and their problems? Does the sincerity and cordial interest in them disappear as soon as the contact is gone or out of earshot? How an employee's attitude affects fellow workers should be considered. If the employee frequently upsets others or

disrupts working relationships with others through tactless remarks or caustic criticisms of decisions, rules, or procedures, it should be reflected in this comment.

- I. "General Rating" usually will correspond to the ratings on the face of the "Evaluation Record". However, this need not always be true. For example, an employee might have such an unpleasant attitude toward all of the other employees or toward the general public that the general rating might be the "E" description and yet a majority of the specific areas described on Page 1 will be ranked higher.
- J. "General Comments". The Improvement Record serves as a basis for reviewing an employee's suitability for promotion, demotion, transfer, and dismissal.

9.18 The Evaluation Record form (side one): See Appendix B1

9.19 Evaluation Record form (side two): See Appendix B2

SECTION 10 PAY AND ALLOWANCES

- 10.01 A. All employees in the bargaining unit shall be paid once per month, payable on the last calendar day of the month. If the normal pay date falls on a legal holiday, Saturday or Sunday, the pay warrant shall be issued on the preceding calendar day.
- 10.02 Special payments. Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons than procedural errors shall be made and a supplemental check issued following notice to the payroll department.
- 10.03 Lost Checks. In the event that an employee's regular warrant is lost, PCOE shall replace such check in accordance with regulations established by the County of Plumas Auditor – Tax Collector.
- 10.04 Errors. If an employer error results in insufficient payment (or no payment) for an employee in the bargaining unit shall be corrected and a supplemental check issued not later than five (5) working days after the employee provides notice to the payroll department.
- 10.05 Promotion. Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure not less than a five percent increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.
- 10.06 Mileage Reimbursement. Any employee in the bargaining unit required to use his/her vehicle on Board business shall be reimbursed at the amount established by the Internal Revenue Service per mile for all miles driven on behalf of PCOE. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of business.
- 10.07 An updated accounting of the following information shall be available by November 30th of each year in PCOE's payroll office:
- A. Accrued sick leave as of June30;
 - B. Accrued vacation days to which the employee is entitled as of June 30;
 - C. Salary range and placement;
 - D. Hourly wage.

SECTION 11 UNION STEWARD

- 11.01 It is agreed that CSEA may appoint union steward for the purpose of promoting an effective relationship between PCOE and the employees by helping to settle problems at the lowest level of supervision. A union steward shall be permitted to leave his/her normal work area at times mutually agreed upon with his/her supervisor in order to assist in the resolution of grievances or job-related problems. The union steward shall advise the employee's supervisor of his/her presence, and shall arrange with the supervisor a time and place to meet with employees regarding the job-related problem or grievance. The union steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement of the problem to avoid formal grievance procedures whenever possible.

SECTION 12 DEFINITIONS

- 12.01 "Academic Year" is the period when students are normally required to be in attendance and includes all recess periods falling within that time span.
- 12.02 "Allocation" is the placement of a classification on a specific salary schedule range or rate.
- 12.03 "Anniversary date" is the date upon which an employee is granted salary step advancement earned by completion of a required period of service, which shall not exceed one calendar year from the initial date of employment, the date of the last salary step advancement, or, in the case of change in classification, the date of such change. The actual effective date of the salary increase shall be the first day of the month following the date upon which the employee's anniversary date falls.
- 12.04 "Bargaining unit seniority" is secured by non-overtime hours spent in paid status in a class or classes included in the bargaining unit. See section 12.12 for clarification.
- 12.05 "Bumping right" is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 12.06 "Class" is enumerated and identified in Section 2 of this Agreement. It refers to a group of positions within a job occupational family.
- 12.07 "Classification" is a particular position in a class, that is, as a job. For example, within the class of TRANSPORTATION, there is a classification titled BUS DRIVER.
- 12.08 "County" shall refer to Plumas County Office of Education.
- 12.09 "Day" is any day in which the central administrative office of the Plumas County Office of Education is open for business unless otherwise specified.
- 12.10 "Demotion" is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate or an assignment to an inferior status.
- 12.11 "Differential" is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work. A reduction in time required on the job also constitutes a salary allowance.

- 12.12 "Fiscal year", "school year", and "contract year" are July 1 through June 30.
- 12.13 "Health and welfare benefits" means any form of insurance or similar benefit programs including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 12.14 "Hire date seniority" is secured by non-overtime hours in paid status in PCOE from the first day in paid status.
- 12.15 "Incumbent" is an employee assigned to a position and who is currently serving in or on leave from the position.
- 12.16 "Industrial accident or illness" is an injury or illness arising out of or in the course of employment with PCOE.
- 12.17 "Involuntary demotion" is a demotion without the employee's voluntary written consent.
- 12.18 "Job description" is the listing of the duties, responsibilities, minimum qualifications, and authority of positions in a classification.
- 12.19 "Lateral transfer." Change formatting number. A lateral transfer is movement within the same classification or to another classification within the same pay range. The employee's anniversary date and pay step remain the same.
- 12.20 "Minimum qualifications" are qualifications mandated for the position and which an employee must possess before he/she can be considered for employment in a specific classification.
- 12.21 "Permanent employee" is a regular employee who successfully completes an initial probationary period, which shall be six work months of service beyond the initial date of employment by PCOE.
- 12.22 "Probationary employee" is a regular employee who will not become permanent until completion of a prescribed probationary period, which shall be six work months of service beyond the initial date of employment by PCOE.
- 12.23 "Promotion" is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.

- 12.24 "Reallocation" is movement of an entire classification from one salary range or rate to another salary range or rate.
- 12.25 "Reclassification" is the upgrading of a position to a higher classification as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.
- 12.26 "Re-employment" is the return to duty of an employee who has been placed on a re-employment list.
- 12.27 "Regular employee" is any employee, whether permanent, probationary, full time, or part time, who is not a restricted, substitute, short-term, or student employee.
- 12.28 "Restricted employee" is an employee hired pursuant to any local, state, or federally-funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this Agreement.
- 12.29 "Safety conditions of employment" means any work-related condition affecting the health, safety, or welfare of the employee.
- 12.30 "Salary rate" is a specific amount of money paid for a specific period of service.
- 12.31 "Salary schedule" is a series of salary steps and ranges, which comprise the rates of pay for all classes.
- 12.32 "Salary step" is one of the salary levels within the range of rates for a classification.
- 12.33 "Seniority in class" is secured by time spent in paid status within that class.
- 12.34 "Short-term employee" is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
- 12.35 "Student employee" is either an employee employed by PCOE three hours per day or less who is also a full-time student enrolled in the PCOE; or any student in a position approved by CSEA under terms of this Agreement employed by PCOE in any secondary school or college work-

study program, or in any state or federally funded work experience program.

- 12.36 "Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 12.37 "Uniforms". Any clothing of a particular color, design, pattern, or style required to be worn by PCOE shall be considered a uniform.
- 12.38 Union Steward is a unit member designated to promote an effective relationship between PCOE and the employees by helping to settle problems at the lowest level of supervision.
- 12.39 "Voluntary demotion" is a demotion agreed to in writing by the employee and PCOE.
- 12.40 "Working hours". All hours in paid status shall be considered working hours.

SECTION 13 SALARY

- 13.01
- A. Unit members shall be paid in accordance with the established salary schedule.
 - B. PCOE will treat PERS contributions which are collected from the employees as nontaxable, pursuant to Resolution No. 543 to be adopted by PCOE authorizing this to be done.
 - C. The salary schedules which shall be in effect for this agreement shall be as shown Appendix C.
 - D. For 2013/2014, the current classified salary schedule shall be increased by 5%, including extra duty, retroactively to July 1, 2013 and shall continue in effect without modification other than by negotiation. This payment will be paid by June 30, 2014. Extra duty retro will be paid no later than July 15, 2014.
- 13.02
- A. Longevity. In cases of promotion while the individual's salary will increase no more than the prescribed figure in policy, the position in longevity increment, if the individual is placed within a longevity increment, will be maintained.
 - B. Salary Schedule J and beyond will be considered longevity steps. Effective July 1, 2006, each longevity step will be 5% greater than the previous step. Effective July 1, 2009, step P shall be the top step in the salary schedule, and there shall be no steps beyond step P.

SECTION 14 VACATIONS

- 14.01 Eligibility. All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis-- July 1 to June 30. Vesting for vacation is identified per Ed Code 45197. Earned vacation shall not become a vested right until completion of the initial six months of employment.
- 14.02 Paid Vacation. Except as otherwise provided in this section, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.
- 14.03 Accumulation. Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
- A. From the first month through the twelfth month of service, vacation time shall be earned and accumulated at the rate of 5/6 days of vacation for each month of service, not to exceed ten days per fiscal year. This section shall apply only to those employed after July 1, 1980.
 - B. From the thirteenth month through the third year the vacation time shall be earned and accumulated at the rate of one day vacation for each month of service, not to exceed twelve days per fiscal year. This section shall apply only to those employed after July 1, 1980.
 - C. Commencing with the fourth year through the tenth year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service, not to exceed fifteen days per fiscal year.
 - D. Commencing with the eleventh year, through the twentieth year of service, vacation time shall be earned and accumulated at the rate of 1.67 days vacation for each month of service, not to exceed twenty days per fiscal year.
 - E. Commencing with the twenty-first year of service, vacation shall be earned and accumulated at the rate of 2.09 days vacation for each month of service, not to exceed a maximum of twenty-five days per fiscal year.
 - F. Grant-funded positions shall use vacation prior to the conclusion of the grant.

G. Ten and twelve month employees will be granted two additional vacation days. Neither day will be included in the employee's salary but will be taken off in accordance with Section 14.08 for ten and twelve month employees, and may not be accumulated. Employees are expected to take these days as vacation. If an employee requests these days and the request is denied, the employee shall be paid for the days at his or her regular daily rate. The employee is responsible for submitting an extra duty time sheet for these denied vacation days.

Examples:

Twelve-Month Employees:

1st year	10 days vacation
13th month through 3rd year	12 days vacation
4th year through 10th year	15 days vacation
11th year through 20th year	20 days vacation
21st year and longer	25 days vacation

Ten-Month Employees:

1st year	8 days vacation
13th month through 3rd year	10 days vacation
4th year through 10th year	13 days vacation
11th year through 20th year	17 days vacation
21st year and longer	21 days vacation

G. Ten and twelve month employees will be granted two additional vacation days. Neither day will be included in the employee's salary but will be taken off in accordance with Section 14.08 for ten and twelve month employees, and may not be accumulated. Employees are expected to take these days as vacation. If an employee requests these days and the request is denied, the employee shall be paid for the days at his or her regular daily rate. The employee is responsible for submitting an extra duty time sheet for these denied vacation days.

14.04 Vacation Postponement. If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that the vacation date be changed and PCOE may grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over the vacation to the following year, or may elect to receive compensation for all vacation earned and accumulated during the fiscal year.

14.05 Vacations - Full-time Employees. Full-time employees shall be expected to take their vacation. At the end of fiscal year, accumulation of vacation in excess of 30 working days will result in the employee being required to take excess vacation or to be paid for the excess vacation days. This

decision is to be made by first working with your immediate supervisor, and if agreed upon, requires final approval of the superintendent. Regular employees on a 10-month basis are expected to take their vacations during the employment year. School vacations, while allowed to pupils and certificated personnel, are not allowed to full-time classified employees. Classified employees, however, may arrange with their administrative supervisor to take accrued vacation time or part of it during the Christmas and spring school recesses and on other days agreed upon, providing that the effective operation of the school is not hindered thereby.

- 14.06 Vacations - Part-time Employees. Part-time employees shall accrue vacation credit on a pro-rated basis of a full-time employee, as outlined in Section 14.03.
- 14.07 Vacations - School-Year Employees. School-year employees shall not be granted vacations outside of the school year because their employment period coincides generally with the period schools are in session and their workdays are generally school days.
- 14.08 Holidays. Holiday that fall during the scheduled vacation of any bargaining unit employee shall not be counted as vacation days.
- 14.09 Vacation Scheduling.
- A. Vacations shall be scheduled at times when the employee's absence will not have an undue negative effect on the County's operations. If there is any conflict between employees who are working on the same or similar operation as to when vacations shall be taken, the supervisor shall approve vacations based on date of request.
 - B. If an employee's vacation is cancelled or interrupted by the county, the employee will be compensated for any unrecoverable costs incurred by the employee.
 - C. If there is any conflict between employees who are working on the same or similar operations, as to when vacations shall be taken, the supervisor shall make the decision based on objective criteria.
- 14.10 Interruption of Vacation. An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

SECTION 15 LEAVES

15.01 Bereavement Leave. Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family, such leave not to exceed five days. Member of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or court-ordered foster child or foster parent, or any relative living in the immediate household of the employee.

A. "Spouse" as used in this section shall include a domestic partner registered with the California Secretary of State by the filing of a Declaration of Domestic Partnership per California Family Code section 297.

15.02 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.

15.03 Sick Leave.

A. Leave of Absence for Illness or Injury. An employee employed five days per week by PCOE shall be granted leave of absence for illness or injury, ten days for ten-month employees, twelve days for twelve-month employees, exclusive of all days he/she is not required to render service to PCOE with full pay, for a fiscal year of service.

B. An employee employed five days per week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve days leave of absence or injury as the number of months he/she is employed bears to twelve.

C. An employee employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of twelve days leave of absence for illness or injury as the number of days he/she is employed per week bears to five. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

D. Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness, excluding overtime or holiday pay provided.

- E. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.
- F. Pregnancy may be treated as an illness for the purposes of sick leave.
- G. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- H. Any sick leave benefits earned but unused on the date of termination are lost. There shall be NO cash payment. This will apply to all cases of resignation or retirement except as covered by 15.03 I.
- I. If an employee has been laid off and later re-employed; any remaining sick leave at the time of layoff will be credited back to the employee when the employee is reinstated.
- J. Employees using two days or less of sick leave during a fiscal year shall be granted one day off with pay that must be taken in the following fiscal year.

15.04 Industrial Accident and Illness Leave. In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following benefits:

- A. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a maximum leave as provided by law for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.
- B. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- C. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave or vacation may then be used.

If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

- D. Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

15.05 Break In Service. No absence under any paid leave provisions of this section shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence.

15.06 Personal Necessity Leave. Any days of absence earned for sick leave under Section 15.03 of this section, up to a maximum of nine (9) days, may be used by the employee, at his/her election, in cases of personal necessity for the reasons described in subsections 15.06 A-C. When exercising such leave, the employee must, if possible, provide advance notice to his/her immediate supervisor. If circumstances make advance notification impractical, the employee must notify his/her supervisor as soon as possible.

- A. The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 15.01.
- B. As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family; except there shall be no restriction for the use of available sick leave for the purpose of caring for an immediate family member (as defined in 15.01) in the event of a medical incident, accident or illness. Medical verification will be required after five days of leave.
- C. When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.
- D. Other personal necessity which may be allowed under this regulation and which requires prior approval at the discretion of the superintendent include the following:
 - 1. Marriage of a member of the immediate family.
 - 2. Adoption.

3. Unit member requests leave for reasons of personal necessity to take care of an estate or other family matters of pressing nature.
4. The unit member seeks such a leave to resolve family problems following a crisis and/or to prevent a crisis. The resolution of the crisis may require the unit member to consult with, at home or away, law enforcement personnel, school officials, juvenile authorities, legal counsel, or any other agencies which may pertain to the health or welfare of the unit member's family.
5. Up to four (4) days a year may be used in increments for attending school activities with their own children.

15.07 Personal Business Leave. A maximum of three days of absence earned for sick leave under Section 15.03 of this section, may be used by the employee, at his/her election, for personal business of a pressing nature.

- A. When exercising such leave, the employee must, if possible, provide advance notice to his/her immediate supervisor. If circumstances make advance notification impractical, the employee must notify his/her supervisor as soon as possible.
- B. Personal business leave shall not be used as vacation. If an employee requests personal business leave at the beginning or end of a scheduled vacation, or at the beginning or end of a holiday weekend, the employee shall explain the nature of the personal business.

15.08 Child-Rearing Leave. An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall be for a maximum period of three (3) months and may be granted upon giving PCOE four weeks notice prior to the anticipated date on which the leave is to commence.

15.09 Parent Leave. An employee shall be entitled to ten days of unpaid leave to care for his or her child after the birth or adoption of the child.

15.10 Other Leaves Unpaid.

- A. Leaves of absence may be granted for purposes other than those specified elsewhere in the Agreement in accordance with the conditions stated in this section.
- B. Application for leave under this section should be submitted to the Superintendent no later than 30 days prior to the beginning of the requested leave.
- C. The granting of leave under this section should be of benefit to either the PCOE or the unit member. Leaves may be granted for professional, health, or personal reasons.
- D. While on leave under this section, unit members may elect to continue

health and insurance coverage by arranging to pay premiums to the PCOE office.

- E. When an unpaid leave of absence is granted, a date of expiration shall be established and provided to the unit member in writing. It shall be the responsibility of the unit member to notify the PCOE of his or her intention to return no later than 30 days prior to the date of expiration of the leave of absence.

Unit members shall be entitled to return to service in the PCOE in the same classification which the employee held prior to taking the leave.

- F. PCOE will abide by all provisions, both state and federal, of the Family Medical Leave Act (FMLA).

SECTION 16 NON-DISCRIMINATION

- 16.01 Discrimination Prohibited. No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against 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, no person shall be discriminated against because of age, sex, or physical handicap.
- 16.02 No Discrimination on Account of CSEA Activity. Neither PCOE nor Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

SECTION 17 TRANSFERS

- 17.01 Temporary Job Site Transfers. No employee shall be assigned to work in a work location other than the secondary school attendance areas of the normal work site for a period in excess of five working days consecutively without written consent of the employee.
- 17.02 Medical Transfers. PCOE may offer alternate work, when the same is available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternative work may constitute promotion, demotion, or lateral transfer to a related class.
- 17.03 Mileage Compensation During Temporary Assignments. Any employee required to work at a work site on temporary assignment, which is away from his/her normal work site, shall be compensated for the total mileage difference between the employee's normal work site and the employee's temporary work site at the amount established by the IRS.
- 17.04 Employees who seek transfer from one school to another or from one department to another should file with PCOE a letter establishing their availability for transfer and the position in which they seek placement.
- 17.05 Employees may transfer when vacancies occur. Such transfers shall be in the same classification and pay range. The same pay step and anniversary date shall apply.
- 17.06 Should promotion or demotion be involved in the relocation of an employee, the section relative to these factors shall apply. A voluntary demotion is a reduction in classification, responsibilities, or pay range that an employee willingly accepts.
- 17.07 PCOE shall approve transfers based on the following factors:
- A. The seniority of the applicant.
 - B. The qualifications of the applicant.
 - C. The potential contribution in the position.
 - D. The past performance of the applicant according to past evaluations.
 - E. Professional growth gains.

- 17.08 Equal Seniority. If two or more employees subject to transfer have equal class seniority, the individual with the earlier hire date will be considered senior, or if they have equal hire dates, then the determination shall be made by lot.
- 17.09 Any unit member who applies for a transfer and is not selected to fill the position shall have the right to request a conference with the administrator/supervisor responsible, to discuss how they may improve their chances for future employment in similar positions.

SECTION 18 PROMOTION

- 18.01 Promotion will depend on the following factors:
- A. The seniority of the applicant.
 - B. The qualifications of the applicant.
 - C. The potential contribution in the position.
 - D. The past performance of the applicant according to past evaluations.
 - E. Professional growth gains.
- 18.02 Posting of Notice.
- A. Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each PCOE job site.
 - B. The job vacancy notice shall remain posted for a period of ten (10) working days, during which time employees may file for the vacancy.
- 18.03 Notice Contents. The job vacancy notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 18.04 Filing. Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Human Resources Department within the filing period. Any employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.
- 18.05 If an occupied position is reclassified, the incumbent shall be promoted in accordance with this Agreement, unless current procedures are already in effect to dismiss the incumbent.
- 18.06 The County will fill classified vacancies by first considering any current employees, or employees who are in layoff status (from another classification) who apply for the position. Current employees who meet the minimum qualifications set forth in the job announcement will be interviewed before any outside candidates are considered. A second interview for outside candidates will be held only if none of the current or laid-off employee applicants are qualified. The County will make the final

determination of whether the candidate is qualified according to the criteria listed in Section 18.01.

- 18.07 The employee may request a conference with the Director of Human Resources to review why he/she was not recommended for the promotion, and further may ask for the reason(s) in writing, including the overall rating the employee received on each interview question.
- 18.08 Promoted employees shall be paid per Section 10.05.
- 18.09 Promoted employees shall have a probationary period as defined in Section 9.09. Probationary promoted employees whose performance is unsatisfactory shall, at the promoted employee's option, be either restored to their previous positions, with the same status and hire date they had on the date of their promotion, or shall exercise bumping and rehire rights per section 20.05 in the same manner as if they had been laid off.

SECTION 19 CLASSIFICATION, RECLASS, AND ABOLITION OF POSITIONS

- 19.01 Placement in Class. Every bargaining unit position shall be placed in a class per Section 2 of this Agreement.
- 19.02 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 describe duties performed by employees in the bargaining unit or which, by the nature of the duties, should reasonably be assigned to the bargaining unit.
- 19.03 A. Salary Placement. Either party may propose a salary placement at any time during the life of this Agreement for any position.
- B. Reclassification. Either party may propose a reclassification on either December 1st or June 1st for any position during the life of the Agreement. If a reclassification is proposed, the requesting agency will provide the request in written form. The PCOE superintendent will provide a written decision within 10 working days of the submission date.
- In the event that the superintendent denies the request, the employee has ten working days in which to make a written appeal. The superintendent will then respond in writing within ten working days of receiving the appeal.
- 19.04 Abolition of a Position or Class of Position. If PCOE proposes to abolish a position or class of positions other than as a result of reclassification, it shall notify CSEA in writing and the parties shall meet and confer.
- 19.05 A. An employee may be required to perform duties not a part of his/her classification but only as specifically provided for in this section. Any employee assigned duties not a part of his/her classification for a period of at least five (5) full days shall receive either the rate of pay for that classification (at the working employee's current step), retroactive back to the first day, or a minimum five percent (5%) adjustment above his/her regular rate of pay, which ever is greater.
- B. A substitute in a position of a supervisory nature shall be paid the higher salary from day one.

SECTION 20 LAYOFF

20.01 Reason for Layoff. Layoff may occur for lack of work or lack of funds.

20.02 Reduction in Hours. Any reduction in regular assigned time shall be considered a layoff under the provisions of this section. If the employee accepts a reduction in hours voluntarily, there is no requirement to exercise layoff provisions or bumping rights.

20.03 Notice of Layoff. PCOE shall notify both CSEA and the affected employees, in writing, no later than sixty (60) calendar days prior to any planned layoffs.

Special needs aides are defined as employees whose duties are assigned to specific students. In the event that there is a lack of work for a special needs aide, a layoff may occur during any month with 30 days notice.

PCOE and CSEA shall meet no later than the week following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employees designated for layoff.

20.04 Order of Layoff. Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the PCOE. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the number of hours an employee has been in the paid status in the class plus higher classes or seniority acquired under Section 20.07.

20.05 Bumping Rights. Bargaining unit employees who are laid off may exercise bumping rights within the bargaining unit in any classification, within a current or previously held class, providing they meet minimum qualifications, and providing that the classification into which they are bumping is equal or lower than that in which the employee is serving.

The laid off employee may choose the high school attendance area in which to exercise bumping rights. If no bumping is possible in that area, another high school attendance area may be chosen. The PCOE will then offer the employee the least senior position in that attendance area.

20.06 Layoff in Lieu of Bumping. An employee may elect a layoff in lieu of bumping.

- 20.07 Equal Seniority. If two or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot.
- 20.08 Voluntary Demotion or Voluntary Reduction in Hours. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the 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 any valid re-employment list.
- 20.09 Retirement in Lieu of Layoff. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or education in assigned time. Such employee shall, within ten (10) working days prior to the effective date of the proposed layoff, complete and submit a form provided by PCOE for this purpose.
- 20.10 Seniority Roster. The PCOE shall maintain a seniority roster indicating employees' class seniority in class, updated at least quarterly. Rosters shall be made available to CSEA upon request.
- 20.11 Improper Layoff. Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 20.12 Rehire Rights
- A. All rehire from layoff will be based solely on classification and date of hire in classification, and will be done regardless of daily hours of employment.
 - B. Employees who exercise rehire rights into a site or attendance area other than the one from which they were laid off will have transfer rights back to their home site or attendance area prior to new or less-senior employees being hired or rehired at those sites or attendance areas.
 - C. Notices of rehire vacancies shall be sent first-class mail with proof of service to the last known address of the employee. Employees shall be given 10 days from date of postmark to respond.
 - D. If an employee who is placed on the 39-month reemployment list fails to complete the probationary period, they retain the right to be returned to the reemployment list for the remainder of the initial 39 month period. (Assembly Bill 2307)

SECTION 21 SAFETY CONDITIONS OF EMPLOYMENT

- 21.01 Board Compliance. PCOE shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 21.02 Safety Committee. A safety committee shall be formed composed of members appointed by PCOE which shall include at least two members of CSEA, which committee shall review health, safety, sanitation, and working conditions to insure compliance with Section 21.01 above. The committee shall make recommendations to PCOE concerning improvements in health, safety, sanitation, and working conditions.
- 21.03 Release Time. The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations under Section 21.02, as determined by the chairman of the committee.
- 21.04 Non Discrimination. No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 21.01.

SECTION 22 EMPLOYEE EXPENSES AND MATERIALS

- 22.01 Tools. PCOE agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- 22.02 Safety Equipment. Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, PCOE agrees to furnish such equipment or gear.
- 22.03 Physical Examination. PCOE agrees to provide the full cost of any medical examination required as a condition of continued employment, including but not limited to the provision outlined in Education Code Section 49406 or its successor.
- 22.04 Split Assignment Mileage Compensation. Employees administratively assigned to work at more than one job site shall be provided with a vehicle or compensated for mileage traveling between job sites at the IRS mileage rate. This section shall apply only to split assignments that result from administrative assignment, not from unit members voluntarily combining two or more positions in a way that results in a split assignment.
- 22.05 Voluntary use of personal vehicle. Employees who volunteer, at the request of their administrative supervisor, to use their personal vehicles in order to perform job duties, shall be compensated for mileage driven in the performance of those duties at the IRS mileage rate.

SECTION 23

HEALTH AND WELFARE BENEFITS

- 23.01
- A. PCOE agrees to pay the cost, as per Section B, for all full-time employees up to customary and reasonable costs (a proportionate cost for part-time employees) and their dependents for comprehensive programs of insurance (employees working less than three hours are not entitled to insurance benefits) as follows: As provided in current medical plan. In 2001/2002 the current medical plan shall include a vision plan equivalent to VSP'S Plan B Composite rate with a \$10.00 deductible.
 - B. Co-payment/Benefit Cap: All insured employees will pay a monthly co-payment equal to the total cost of combined premiums minus the County contribution cap (prorated as defined in Section 23.01 A) on County-paid benefits. The county contribution cap for 2009/2010 will be \$11,059. This amount shall continue as the contribution cap unless changed through negotiated agreement.
 - C. "Full time", for purposes of insurance coverage, is defined as six (6) hours per day.
 - D. Open Enrollment. The parties agree that any employee shall have the opportunity to apply for all health and welfare benefit coverage during the first thirty- (30) days of initial employment.
 - 1. Plan Change. Employees may choose a plan change from available options as provided by the carrier during carrier's annual open enrollment period.
 - E. In this section, the term's "allowable expense" means any Usual and Customary charge covered in full or in part under more than one plan. When this Plan is secondary (i.e., when this Plan pays after the benefits of another plan), "allowable expense" will include any deductible or coinsurance amount not paid by the other plan. No more than 100% of expenses allowable under this plan will be paid by all plans together. In no event will an "allowable expense" include an expense incurred when the person's coverage is not in effect under this Plan. When a plan provides benefits in the form of services, rather than cash payment, the reasonable cash value of the services will be considered a benefit paid.

In any event, for the purpose of Coordination of Benefits, no expense will be considered to be an allowable expense unless it is allowable under this Plan.

23.02

Eligibility. Employees who are employed for 30 or more hours per week on a regular (not temporary) basis may have the full premium for health insurance, for themselves and their eligible dependents, paid by PCOE. Such employees are those whose work year is either 9, 10, 11 or 12 months in duration.

Employees who are employed on a regular basis (not temporary) for less than 30 hours per week are also eligible, with their eligible dependents, for group medical, hospital insurance coverage. Life insurance is available to the employee only. However, the insurance premium for this category of employee is not paid in full by PCOE. PCOE will pay a portion of the premium based on the ratio, which is obtained by comparing the number of hours the employee regularly works per week to 30 hours per week. For example, an employee who regularly works 15 hours per week would pay one-half, or 50 percent of the total premium, and PCOE would pay the remaining half of the premium. Employees working less than three hours per day are not entitled to insurance benefits.

When compensation ceases and the employee is on leave of absence without pay, he/she shall have the option of paying the full premium him/herself, provided the period of leave does not exceed 12 months without compensation. When premiums are paid in this way, the employee's status as to an insured is that of an employee in continuous service, and he/she will not be required to furnish evidence of insurability upon return to active service.

No employee nor any dependent of an employee shall be eligible for insurance after the date upon which he/she shall become eligible for coverage under Title XVIII of the Social Security Act; in other words, Medicare. PCOE will provide companion benefits, supplemental to Medicare benefits, for the employee at age 65 and dependents. Such benefits will be those available under the provisions of the current Board group health plan.

- B. Pre-Existing Conditions Limitations (applies to all covered persons).
As provided in current health insurance plan.

23.04

Unit members who are absent on account of illness, accident, quarantine, injury, or pregnancy, and who have exhausted their accumulated sick leave, shall receive the same health and welfare benefits they received prior to the onset of the illness, accident, quarantine, injury, or pregnancy, for a period not to exceed three (3) months from the date of exhaustion of

sick leave, or until the unit member qualifies for State Disability, whichever comes first.

- 23.05 A. Any unit member separating from PCOE may elect to continue fringe benefit insurance coverage under the PCOE self-insurance plans in accordance with the COBRA regulations in effect at the time of termination of employment.

Unit members separating from PCOE would be required to make payments equal to the average cost per unit member during the previous school year, adjusted by the changes in premiums for acquiring reinsurance, co-payment assessments, and any other adjustments that active employees are assessed.

- B. PCOE may assess a service charge to all persons who apply for insurance, under this section, who are not retirees of PCOE, upon recommendation by the program administrator and approval by the Insurance Committee.

- 23.06 If a part-time employee elects not to participate in the available insurance programs, future enrollment will be governed by each insurance carrier's proof of insurability requirements. The responsibility of getting clearance for insurance coverage after the initial period of employment, from the insurance companies, shall be the employee's.

Along with the part-time employee's regular monthly contributions, proportionate deductions shall be made during the regular work year to provide, in addition to Board contributions, fully paid insurance during the summer months. In order for this to happen, the employee must sign a payroll deduction authorization statement.

A notification to new employees will be made at the time of employment regarding monies to be withheld and benefits to be derived through the school year and summer months.

- 23.07 A. Early Retirement. PCOE agrees to allow the continued participation in health benefits (as defined in section 23.01A) until the age of 65, for employees retiring at the conclusion of the 1993-94 school year and thereafter. Provided the employee was full-time, had reached the age of 50, served PCOE for minimum of ten years, and pays the premiums for his/her coverage. Retirement from PERS is not required.

- B. Retirement Incentive Program

- (1) Employee criteria:

- (a) Fifteen (15) years with the County and at least 55 years of age, OR
- (b) Twenty (20) years with the County and at least 50 years of age
- (c) Must have been working four (4) or more hours per day for each of the past five (5) years.*
- (d) Must have worked, including vacation and holiday accrual no less than 200 days per year for each of the past five (5) years*

* It is the intent of the parties that unit members who have met the criteria described in 23.07 (B) (1) (a) – (d), and who subsequently have their hours and/or days of employment involuntarily eliminated, or reduced by the County to below the levels required in 23.07 (B) (1) (c) and (d), shall continue to be eligible for the Incentive described in 23.07 (B) (2) for as long as they have rehire rights per this contract and the California Education Code.

(2) Incentive:

Each employee that meets the above criteria shall, upon retirement, receive from the County a retirement incentive payment for a period of three years.

The payment will be equal to the following:

70% of the savings generated at the employee's retirement date. It will be this calculation that determines what the savings will be for each of the three years.

Employees who submit a letter of resignation for purpose of retirement no later than May 1 with an effective date no later than June 30 will receive their incentive payment in August of that year and each August thereafter for the remaining two years.

Employees who submit a letter of resignation for purpose of retirement after May 1 shall receive their first incentive in August of the following calendar year, and each August thereafter for the remaining two years.

A retiree meeting the requirements of the retirement incentive program will have his/her benefit determined by calculating the

current fiscal year base pay difference in pay between Step A of the retiree's classification and the retiree's step at the time of his/her retirement.

(3) In the event the retiree dies between the date of retirement and the three years this incentive is in effect the balance of the retirement incentive from the County will be paid to the retiree's beneficiary.

23.07 C. Calculation of Retirement Medical Benefits

Upon retirement, qualifying CSEA members of the Plumas County Office of Education will be able to use unused sick leave to calculate health benefits.

A member must have accumulated at least 554 hours of sick leave to qualify for benefits under this section, and all applicable hours must have accumulated as a result of working for the Plumas County Office of Education.

A member must be fifty-five (55) years of age or older and worked for the County at least ten (10) years to participate in this plan.

Health benefits will be capped at \$6648.

Any increase in the health benefit costs for future years will be paid by the CSEA retiree.

(Example: If the health benefit costs for a year are \$7000, the retiree will have a co-pay of \$352.00 per year, i.e. $\$7000 - \$6648 = \$352.00$).

The Plumas County Office of Education and CSEA Chapter 230 agree that the 554 hours referenced in Section 23.07 equals one year of health benefits. Any hours in excess of the 554 hours will provide prorated benefits beyond one year. (Example: 604 hours is 50 hours beyond 554. The ratio is 50 divided by 554 = .090 of \$6648 equals \$598.32. \$598.32 would be the amount that could be applied toward the calculation of health insurance.) Should the prorated amount not equal the monthly health insurance premium, it will be the responsibility of the retiree to pay the difference between the prorated amount and the actual monthly premium.

23.08 Employees who are laid off shall have their insurance coverage paid for a period of two calendar months after the date of layoff on the same terms and conditions that they had during the time of their employment.

Individuals who have their hours reduced, which is technically a layoff, shall continue to have insurance coverage on the same terms and conditions that they received prior to the layoff for a period of two calendar months.

23.09 PCOE will deduct State Disability Insurance payments from employee pay warrants for all bargaining unit employees and submit them to the state to provide the disability coverage, at no cost to PCOE.

23.10 The Insurance Committee will actively seek competitive insurance rates and provide an ongoing evaluation of the service provided by the insurance claims administrative entity. The representatives to the Insurance Committee will submit periodic reports to CSEA and PCOE.

23.11 CSEA and PCOE agree that after January 1, 1989, all retired unit members who continue to subscribe to the health and welfare programs provided under Section 23.01 shall be subject to the same annual deductible and procedural requirements demanded of currently employed unit members during every year of subscription.

23.12

1. A. Catastrophic Leave. As defined by Ed. Code Section 44043.5 (a)(1) “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other time off.
- B. Classified Catastrophic Leave Committee. (Hereafter referred to as the Committee.) The Committee will consist of two members appointed the Association and two members appointed by PCOE.
- C. This leave shall be administered in accordance with the procedures contained in Ed. Code Section 44043.5 and Labor Code 233.
- D. The maximum time that can be pledged for this provision per applicant will be that applicant’s work year. Pledges beyond that person’s work year will not be accepted.
- E. Contributions under this section shall not cause an applicant’s differential leave provision to begin again.

- F. Catastrophic Leave Credits shall not be used for illness or disability which qualify the participant for Workers Compensation benefits.
 - G. Credits shall not be considered available leave for purposes of qualifying for PERS Disability.
2. A. Potential applicants must submit a completed Criteria for Qualification form to the director of Human Resources.
 - B. The applicant will be required to submit medical verification of the need for this leave.
3. The Committee will review the employee's application for eligibility.
 4. The Human Resources Director will send applicant's form to the Committee.
 5. The Committee will review the submitted information and make a determination as to the applicant's eligibility for catastrophic leave.
 6. The Committee will notify the applicant of the Committee's action.
 7. The Committee directs the Human Resources Director to post Offer to Pledge forms at every job site.
 8. A. Potential pledgers submit Offer to Pledge forms to the Human Resources Director. Pledgers will be notified as their donations are used.
 - B. Any pledged sick leave hours which are not used will be returned to the donor.
 - C. Pledges shall be used in the order that they are received on an equitable rotational basis.
 9. An applicant who receives catastrophic leave in accordance with this section shall have exhausted all his/her accrued paid sick leave excepting differential leave which would be utilized after catastrophic leave.
 10. Forms: a. Criteria for Qualification. b. Offer to Pledge. (Note: Initial pledges will be minimum of eight (8) hours and in one-(1) hour increments thereafter. Any pledged time not used will be returned to the pledger. Pledgers must maintain a minimum of eight (8) eligible leave days, and may not pledge below that amount.)
 11. Any PCOE employee may pledge hours to any other PCOE employee. Catastrophic Leave Program Form A: Offer to Pledge Sick Leave

Appendix D1 – Catastrophic Leave

Appendix D2 - Catastrophic Leave Application Form B: Criteria for Qualification

SECTION 24 DISCIPLINARY ACTION

24.01 Procedures

- A. Progressive Discipline Procedure
1. The County agrees to administer discipline progressively, which means that actions such as warning and reprimands would precede suspension or dismissal except in cases where the seriousness of the problem justifies immediate suspension or suspension leading to dismissal. The burden of proof shall remain with the County. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which from time to time arise with respect to employee performance. The employee may have CSEA representation at any or all stages of the discipline process.
 2. Written Warning: Except in those situations where an immediate suspension is justified under the provision of this Agreement, an employee whose work or conduct is allegedly of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such notice shall clearly state the nature of the employee's alleged deficiency and the steps which must be taken to rectify the situation. The employee shall have 30 days to correct the situation. An employee who has received such a warning may appeal the warning notice through the superior of the supervisor by requesting a meeting with that superior in writing. The superior will, within 30 days of receiving the request, meet with the employee, his or her supervisor, and a CSEA representative designated by the Chapter President.
 3. Written Reprimand: In the event that the alleged deficiency persists, the supervisor shall prepare a written reprimand for the employee. Such notice shall clearly state the nature of the employee's alleged deficiency the steps which must be taken to immediately rectify the situation, and the potential disciplinary action which may be taken if the deficiency is not corrected.
- B. "Disciplinary action" includes any action whereby an employee is deprived of any classification or any indicant of any classification in which he has permanence, including dismissal, suspension or demotion, except a layoff for lack of work or lack of funds.

- C. A classified employee may be disciplined only for cause. Such action shall not be effective until written charges are filed and served upon the employee and the County has taken action as herein stated except as set forth in Section 24.04 of these procedures.
- D. No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause could be reasonably assumed that the employee should have disclosed the fact to the County. (E.C. Section 45113.)

24.02

Cause for Disciplinary Action of Permanent Classified Employees:

One or more of the following causes shall be just cause for discipline, including suspension, demotion or dismissal of any permanent classified employee.

- A. Incompetence in the performance of the duties of his/her position.
- B. Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to, failure to possess required licenses or failure to pass required tests).
- C. Insubordination (including, but not limited to, refusal to do assigned work, i.e., job related duties).
- D. Carelessness or negligence in the performance of duty or in the case or use of County property.
- E. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- F. Dishonesty; fraud.
- G. Drinking alcoholic beverages on the job or reporting for work while under the influence.
- H. Use of narcotics or controlled substances while on the job, or reporting to work while under the influence of a narcotic or controlled substance.
- I. Conducting private business during assigned hours of employment.

- J. Arrest for a sex offense as defined in Education Code Section 44010.
- K. Conviction of a narcotics offense as defined in Education Code Section 44011.
- L. Repeated and/or unauthorized absenteeism and/or tardiness including illness or other leave provisions.
- M. Knowingly, falsifying any information supplied to the County, including but not limited to, information supplied on application forms, employment records, or any other County records.
- N. Willful or persistent violation of the Education Code or rules and regulations of the County.
- O. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.

24.03

A. Skelly Hearing

Prior to the filing of charges with the County, a Skelly Hearing will be held. This hearing will be conducted by the Human Resources Director. If the proposed disciplinary action is the result of a recommendation by the Human Resources Director, the hearing will be conducted by an alternative administrator. Prior to this hearing, the proposed disciplinary action and the reasons for the proposed disciplinary action will be provided to the unit member in writing. During this hearing, the proposed action and the reasons for the proposed action will be discussed with the unit member, and any response of the unit member will be considered. The unit member at his/her option may have the counsel of a CSEA representative during the proceedings. If, at the conclusion of the hearing the charges are not dismissed, the superintendent shall file charges with the County.

B. Charges

1. When the County seeks the imposition of any disciplinary action as defined in Section 24.02, charges shall be made in writing and served in person or by registered mail upon the employee, with a copy to the CSEA 230 Chapter President. Charges shall include:

- a. The specific charges against the employee which shall include times, dates, and locations of chargeable actions or omissions;
 - b. The penalty proposed; and
 - c. A statement of the employee's right to a hearing and appropriate forms for the employee to use in requesting a hearing.
2. If the employee fails to request a hearing within five (5) days after receipt of the charges, the discipline will be imposed.
 3. If a request for a hearing is filed within five (5) days after receipt of the charges, the provisions of Section 7.10 C - Arbitration of this agreement shall apply.

24.04 Emergency Suspension. CSEA and the County agree that emergency situations can occur if the employee's continued presence could potentially cause very serious harm to the County and/or public. In this event, the superintendent may suspend the employee pending action being taken pursuant to Sections 24.03 B & C. The suspension, up until the Skelly Hearing, will be with pay unless otherwise prescribed by law.

24.05 General Provisions

- A. If the County finds in favor of an employee who has been suspended without pay, it may order paid all or part of the employee's compensation from the time of the employee's suspension and shall order the employee's reinstatement upon such terms and conditions as it may determine appropriate.
- B. Any notice or request shall be deemed sufficient when delivered in person to the employee to whom it is directed or when it is deposited in the United States certified mail, postage prepaid and addressed to the last known address of the employee.
- C. The term "superintendent" shall refer to the County's superintendent or other administrator authorized to act as the superintendent's designee.
- D. Probationary unit members may be released with no cause during the six (6) month probationary period without the right of appeal or hearing.

- E. Disciplinary proceedings shall be confidential.
- F. Timelines may be extended by mutual agreement.

SECTION 25 CONTRACTING AND BARGAINING UNIT WORK

- 25.01 Restriction on Contracting Out. During the life of this Agreement, PCOE agrees that it will not contract out work which has been customarily and routinely performed or is performable by employees in the bargaining unit covered by this Agreement, unless constraints of time or existing employees or equipment available preclude the completion of necessary jobs, and temporary contractual service is needed, or unless contracting is specifically required by the Education Code.
- 25.02 Notice to CSEA: No contract for services which might affect employees in the bargaining unit shall be let until CSEA has been provided advance notice of the award.

SECTION 26 SEVERABILITY

- 26.01 Savings Clause. If during the life of this Agreement there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than PCOE which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulations, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.
- 26.02 Replacement for Severed Provision. In the event of suspension or invalidation of any section of this Agreement, the parties agree to meet and negotiate within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such section.

SECTION 27 DURATION

- 27.01 Length of Agreement. This Agreement shall become effective on July 1, 2012, and shall continue in effect to and including June 30, 2015, and from year to year thereafter, unless alterations or amendments are made in accordance with Negotiations Procedures, Section 3.

SECTION 28 PROFESSIONAL GROWTH

- 28.01 PCOE and CSEA agree that it is in the best interest of both the unit member and PCOE to encourage ongoing professional growth and development of all employees. We agree that employees who are actively involved in a professional growth program demonstrate higher levels of job satisfaction, personal health, and productivity.

28.02 Each unit member is required to complete two days of professional growth per year. Job-a-like trainings are not to exceed one day per year.

In order for an activity to qualify as professional growth it must fall in to one of the following categories:

- A. College or university courses related to the unit member's current job assignment.
- B. PCOE Office sponsored workshops.
- C. Workshops/training programs sponsored by professional associations.
- D. Individualized training plans designed in consultation with, and approved by, the immediate supervisor of the unit member.
- E. Professional association leadership responsibilities at the regional or state level.
- F. Job-a-like workshops/training programs.

28.03 Each unit member shall obtain prior approval from his/her immediate supervisor of all professional growth activities.

28.04 A. PCOE agrees to provide high priority professional growth programs for unit members.

*Changed 9/94: Disassociation of Professional growth from salary increases, however members are allowed two days of Professional Growth. Addition of Job-A-Like training to Professional Growth.

SECTION 29 SIGNATURES

For PCOE:

For CSEA 230:

Micheline G. Miglis Date
Superintendent of Schools

Julian Wells Date
President

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