

AGREEMENT

between the

CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION CHAPTER #406

An Affiliate of the California School Employees Association
of the Tehama County Department of Education

and the

TEHAMA COUNTY SUPERINTENDENT OF SCHOOLS

of the

Tehama County Department of Education

November 1, 2014 - October 31, 2017

November 1, 2016 – October 31, 2017 Year 3 of 3

Amended 6/8/2016

TABLE OF CONTENTS

Article 1.	AGREEMENT	3
Article 2.	RECOGNITION.....	3
Article 3.	SEVERABILITY	3
Article 4.	COMPLETION OF MEET AND NEGOTIATE.....	4
Article 5.	CONCERTED ACTIVITIES.....	4
Article 6.	ORGANIZATIONAL SECURITY.....	5
Article 7.	ORGANIZATIONAL RIGHTS	7
Article 8.	NONDISCRIMINATION	7
Article 9.	PHYSICAL EXAMINATIONS	7
Article 10.	PERSONAL PROPERTY	7
Article 11.	SAFETY	8
Article 12.	EVALUATION.....	9
Article 13.	EMPLOYEE PERSONNEL FILE	10
Article 14.	LEAVES.....	11
Article 15.	TRANSFERS	14
Article 16.	HOURS WORKED	15
Article 17.	WORK DAY, WEEK, MONTH, AND YEAR	15
Article 18.	SALARIES	16
Article 19.	FRINGE BENEFITS.....	21
Article 20.	CALENDAR/HOLIDAYS.....	21
Article 21.	ANNUAL VACATIONS.....	22
Article 22.	WORK IN HIGHER CLASSIFICATION	23
Article 23.	FLEXIBLE WORK SITES	23
Article 24.	SENIORITY	23
Article 25.	LAYOFF	24
Article 26.	GRIEVANCE PROCEDURE.....	24
Article 27.	CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS	27
Article 28.	EXTENDED YEAR	27
Article 29.	BUS DRIVERS	28
Article 30.	MANAGEMENT RIGHTS	29
APPENDIX		31

1 **Article 1. AGREEMENT**

- 2 1.1 This agreement is made and entered into by and between the Tehama
3 County Superintendent of Schools/Tehama County Board of Education,
4 hereinafter referred to as the Department; and California School
5 Employees Association (CSEA) Tehama County Chapter No. 406,
6 hereinafter referred to as CSEA.
- 7 1.2 This agreement is entered into pursuant to G.C. Chapter 10.7, Sections
8 35403549, Educational Employment Relations Act.
- 9 1.3 The term of this agreement shall be from November 1, 2014 through
10 October 31, 2017.
- 11 1.4 Each party shall have the option of opening articles on Salary and Benefits
12 each year for negotiations and two other articles of choice.

13 **Article 2. RECOGNITION**

14 The Department recognizes CSEA as the exclusive representative for the unit.

- 15 2.1 Positions in the Unit shall include all instructional and operational support
16 employees. All other classified positions designated as management,
17 supervisory, confidential, or office/technical shall be excluded.
- 18 2.2 Disputed positions may be submitted to the Public Employment Relations
19 Board for resolution.
- 20 2.3 New unit positions added during the duration of this agreement shall be
21 noticed to the Unit.

22 **Article 3. SEVERABILITY**

- 23 3.1 It is understood and agreed that the specific provisions contained in this
24 Agreement shall prevail over Department practices and procedures and
25 over federal and state laws where the provisions exceed federal and
26 state laws and that in the absence of specific provisions in this Agreement,
27 such practices and procedures are within the discretion of the County
28 Superintendent, unless they are mandatory subjects of bargaining, then
29 both parties agree to meet and negotiate on the subject.
- 30 3.2 If, during the life of this Agreement, there exists any applicable law or any
31 applicable rule, regulations, or order issued by governmental authority
32 other than the Department which shall render invalid or restrain
33 compliance with or enforcement of any provision of this Agreement, such
34 provision shall be immediately suspended and of no effect hereunder so
35 long as such law, rule, regulations, or order shall remain in effect. Such
36 invalidation of a part or portion of this Agreement shall not invalidate any
37 remaining portions which shall continue in full force and effect.

1 3.3 In the event of suspension or invalidation of any article or section of this
2 Agreement, the parties agree to meet and negotiate within thirty (30)
3 days after such determination for the purpose of arriving at a mutually
4 satisfactory replacement for such article or section.

5 **Article 4. COMPLETION OF MEET AND NEGOTIATE**

6 4.1 If either party desires to alter or amend this Agreement, it shall provide,
7 not less than one hundred twenty (120) days prior to the termination date
8 set forth under the Agreement Article, written notice and a proposal to
9 the other party of said desire and the nature of the amendments and
10 cause the public notice provisions of law to be fulfilled.

11 4.2 Within thirty (30) days of satisfaction of the public notice requirements,
12 negotiations shall commence at a mutually acceptable time and place
13 for the purpose of considering changes in this Agreement.

14 4.3 The Unit shall designate three (3) representatives who shall have the right
15 to receive reasonable periods of release time without loss of
16 compensation when meeting and negotiating. The Unit may also
17 designate one (1) alternate who shall have the right to receive
18 reasonable periods of release time without loss of compensation when
19 he/she replaces one of the representatives.

20 4.4 Employees shall submit the necessary form in sufficient time prior to a
21 negotiations session so that suitable Department approved substitutes
22 can be obtained. If the Department is unable to obtain substitutes for the
23 scheduled meeting, the meeting shall be rescheduled at a mutually
24 agreeable time and place.

25 4.5 The Unit shall present its initial letter of intent to the Superintendent in
26 sufficient time to be placed on an agenda no later than the August board
27 meeting.

28 4.6 All public disclosure legal requirements shall be complied with.

29 **Article 5. CONCERTED ACTIVITIES**

30 5.1 The Unit recognizes the duty and obligation of its representative to comply
31 with the provisions of this Agreement and to make every effort toward
32 inducing all employees to do so. In the event of a strike, work stoppage,
33 slowdown, or other interference with the operations of the Department
34 by employees who are members of the Unit, the Association agrees to
35 advise and direct those employees to cease such action. It is agreed
36 and understood that any employee violating this Article may be subject
37 to discipline or discharge by the Department, and it is further agreed that
38 the Department will not cause or engage in a lockout.

Article 6. ORGANIZATIONAL SECURITY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

- 6.1 The Department and the Unit recognize the right of employees to form, join, and participate in activities of employee organizations and the right of employees to refuse to form, join, and participate in any such activities.

- 6.2 With respect to all sums deducted by the department, whether for membership dues or equivalent fees, the department agrees to remit promptly such monies to the association together with an alphabetical list of unit members for whom such deductions have been made, categorizing them as a membership or non-membership in the association, and indicating any changes in personnel from the list previously furnished.

- 6.3 The Department shall not be obligated to put into effect any new or changed deductions that are received after the fifteenth of the month for that month's payroll.

- 6.4 The Department shall pay to California School Employees Association the members' dues and fees deducted, within thirty (30) days.

- 6.5 Maintenance of Membership. Eligible employees of the Department of Education may choose to join or not join the Unit. If a member does choose to join the Unit, he/she shall be required, as a condition of employment, to maintain membership and pay monthly dues for the duration of this contract. However, no such arrangement shall deprive the employee of the right to terminate his obligation to the Unit within a period of thirty (30) days prior to the expiration of this Agreement. If his/her employment with the Department ceases prior to the expiration of the contract, he/she will not be required to pay membership dues beyond the termination date.

- 6.6 Any employee who is not a member of the association or who does not make application for membership at the effective date of this agreement or within thirty (30) days from the date of commencement of duties, shall as a condition of continued employment, become a member of the association or pay to the association a fee in the same manner as provided in paragraph 6.2 of this article. In the event that an employee shall not pay such fee directly to the association or authorize payment through payroll deductions, as provided in paragraph 6.2, the association shall so inform the department, and the department shall immediately begin automatic payroll deductions as provided in Education Code 45168 (Appendix 1) and in the same manner as set forth in paragraph 6.2 of this article. There shall be no charge to the association for such mandatory agency fee deduction.

- 6.7 Religious Beliefs Exemptions
 - 6.7.1 Unit members claiming religious exemptions must file a written request for exemption with CSEA. If the request is granted then an

1 employee who is a member of a religious body whose traditional
2 tenets or teaching include objections to joining or financially
3 supporting employee organizations shall not be required to join or
4 financially support Chapter #406 of the California School Employees
5 Association as a condition of employment; except that such
6 employee shall pay in lieu of service fee, sums equal to such service
7 fee to a nonreligious, non-labor organization charitable fund exempt
8 from taxation under Section 503/c (3) of Title 26 of the Internal
9 Revenue Code.

10 6.7.2 Proof of payment pursuant to paragraph 6.1 above shall be made
11 on an annual basis to the department as a condition of continued
12 exemption from the provisions of paragraphs 6.2 and 6.3 of this
13 article. Such proof shall be in the form of receipts and/or cancelled
14 checks indicating the amount paid, date of payment, and to whom
15 payment in lieu of the service fee has been made. Such proof shall
16 be presented on or before October 15 of each school year. The
17 association shall have the right of inspection in order to review said
18 proof of payment.

19 6.7.3 Any employee making payments as set forth in paragraph 6.7.1 and
20 above, and who requests that the grievance or arbitration provisions
21 of this agreement be used in his or her behalf, shall be responsible
22 for paying the reasonable cost of using said grievance or arbitration
23 procedures.

24 6.8 Association Responsibilities

25 6.8.1 The association agrees to furnish any information needed by the
26 department to fulfill the provisions of this article.

27 6.9 Indemnification and Hold Harmless

28 6.9.1 Chapter #406 of the California School Employees Association agrees
29 to pay to the department all reasonable legal fees and legal costs
30 incurred by the department in defending against any court action
31 and/or administrative action before the Public Employment
32 Relations Board challenging the legality or constitutionality of the
33 agency fee provisions of this agreement or their implementation.
34 The association agrees that payments under this provision shall be
35 made on a semiannual basis.

36 6.9.2 Chapter #406 of the California School Employees Association agrees
37 to indemnify and hold the department harmless from any award or
38 judgment which may result from a court action or administrative
39 action referenced in 6.9.1.

40 6.9.3 The association shall have the exclusive right to decide and
41 determine whether any such action or proceeding referred to in

1 paragraph 6.9.1 or 6.9.2 shall or shall not be compromised, resisted,
2 defended, tried or appealed.

3 **Article 7. ORGANIZATIONAL RIGHTS**

4 7.1 The Department agrees to furnish to all CSEA employees a copy of this
5 contract at no cost. The Department will make the contract available on
6 the website. Copies will be provided to current employees upon request.

7 7.2 CSEA shall have the right to access at reasonable times to areas in which
8 employee's work, the right to use Department bulletin boards, mailboxes,
9 and other means of communication, subject to reasonable regulation,
10 and the right to use Department facilities at reasonable times for the
11 purpose of meetings concerned with the exercise of the rights
12 guaranteed by this chapter.

13 7.3 The Department agrees to make a computer station available to current
14 unit members for work-related purposes.

15 **Article 8. NONDISCRIMINATION**

16 8.1 Neither the Department nor the Association shall interfere with, threaten,
17 restrain, coerce, or discriminate against employees or the Department
18 because of the exercise of their rights under this Agreement.

19 **Article 9. PHYSICAL EXAMINATIONS**

20 9.1 The Department agrees to provide the full cost of any medical
21 examination required as a condition of continued employment. Such
22 examination shall be by a physician designated by the Department.

23 **Article 10. PERSONAL PROPERTY**

24 10.1 The Department will pay the costs of replacing or repairing eyeglasses,
25 hearing aids, other prosthetics, and/or clothing necessarily worn or
26 carried by the Unit member when any such property is damaged in the
27 line of duty without fault of the Unit member. Limit of payment shall be
28 \$500.

29 10.2 The Department will also reimburse any Unit member for the loss,
30 destruction, damage by arson, burglary, accident, or vandalism of
31 personal property used in the special education classrooms or any
32 Department facility, including administrative offices only under the
33 following conditions: Prior written approval to use and determination of
34 value of the Unit member's property must be made by the program
35 director before use of such personal property.

- 1 10.3 The Department shall be responsible for the payment costs for replacing
2 or repairing personal property of Unit members only under the following
3 conditions:
- 4 10.3.1 Reasonable precautions should be taken by the Unit member to
5 protect property.
- 6 10.3.2 Prior use of personal property in the performance of any Unit
7 member's duties must be authorized in writing by the superintendent
8 or his designee. Exceptions to this rule would be clothing, dentures,
9 eyeglasses, hearing aids, and prosthetics.
- 10 10.3.3 If, during the performance of his/her duties, a Unit member incurs
11 damage of personal property while defending him/herself from
12 attack on a school or Department site during work hours.
- 13 10.3.4 Value of the property must be determined by the superintendent or
14 his designee in writing prior to the use of the property.
- 15 10.3.5 Reimbursement by the Department shall augment and not replace
16 personal insurance coverage. The combination of personal
17 insurance reimbursement and Department reimbursement shall not
18 exceed the total current value of the personal property in question.
- 19 10.3.6 Claims for reimbursement of personal property damaged or stolen
20 while the Unit member is on duty shall be limited to \$500. Claims must
21 be filed within thirty (30) days of occurrence.
- 22 10.3.7 Any reimbursement by the Department for damages or theft of
23 personal property shall be subject to approval by the County
24 Superintendent.

Article 11. SAFETY

- 26 11.1 The Department shall furnish equipment and a place of employment
27 which is safe and healthful for all Unit employees.
- 28 11.2 Unit employees shall assist in holding pupils accountable for their conduct.
29 Unit employees shall not be subject to disciplinary action from the
30 Department for exercising physical control over a pupil during the
31 performance of his/her duties, but which in no event shall exceed the
32 amount of physical control that complies with SELPA policies (Appendix
33 2) and State and Federal laws.
- 34 11.3 If a Unit employee is attacked, assaulted, or menaced by any pupil, it
35 shall be the duty of such Unit employee, and the duty of any person under
36 whose direction or supervision such Unit member is employed in the
37 Department who has knowledge of such incident, to promptly report the

1 same to the appropriate law enforcement authorities of the county or city
2 in which the same occurred.

- 3 11.4 Any condition in a facility utilized by the Department deemed to be
4 unsafe by a Unit employee shall be reported in writing to the Department.
5 An action or response in writing shall be provided within twenty (20)
6 working days by the Department, who shall maintain records of safety
7 reports and subsequent actions.

8 **Article 12. EVALUATION**

- 9 12.1 A written evaluation on the form (Appendix 3) shall be made by the direct
10 supervisor on or before May 15, each year for permanent employees and
11 at least twice during the one year probationary period for new
12 employees.

13 12.1.1 Probationary employees shall be evaluated as frequently as
14 necessary and at least once during the first two months and again
15 after five months of service.

16 12.1.2 The normal probationary period for employees shall be at least one
17 year.

- 18 12.2 The evaluation shall be made in duplicate with one copy to the
19 employee, and one copy placed in the employee's personnel file
20 following a conference between supervisor and employee.

- 21 12.3 Any unsatisfactory evaluation for permanent employees shall include rec-
22 ommendations for how improvement can be accomplished and
23 documentation regarding how the unsatisfactory performance had
24 been addressed with the employee prior to the evaluation.

25 12.3.1 Any evaluation indicating unsatisfactory shall include specific
26 deficiencies and specific recommendations for improvement and
27 provisions for assisting the employee in implementing any
28 recommendations made.

29 12.3.2 If the employee feels that the evaluation might lead to discipline at
30 any meeting to discuss an evaluation, the bargaining unit member
31 is entitled to the right to representation by CSEA. Such
32 representation shall have the right to speak on behalf of the
33 employee.

- 34 12.4 Any employee shall have the right to respond in writing to any
35 unsatisfactory comment.

- 36 12.5 Any employee may, if he/she wishes, discuss the evaluation at the next
37 administrative level(s) within 30 calendar days.

- 1 12.6 Matters to be evaluated shall not go beyond the last evaluation unless an
2 employee has been rated unsatisfactory or it was not applicable at the
3 time.
- 4 12.7 Matters to be evaluated shall not include activities based on an
5 employee's participation in California School Employees Association.
- 6 12.8 No evaluation shall be based on statements or events which cannot be
7 substantiated. Evaluations shall be made based upon the professional
8 judgment, including direct observation, and cumulative knowledge of
9 the evaluator.
- 10 12.9 The signing of an evaluation by an employee only means that the
11 employee has received a copy of the evaluation, not that the employee
12 agrees with the contents of the evaluation.

13 **Article 13. EMPLOYEE PERSONNEL FILE**

- 14 13.1 Inspection. An employee may inspect material in his/her personnel file
15 except for materials which:
- 16 a) are obtained prior to his/her employment;
- 17 b) were prepared by identifiable examination committee members; or
- 18 c) were obtained in connection with a promotional examination.
- 19 13.2 Procedures. An employee may inspect such materials in his/her
20 personnel file, with the exception of the above specified items, during
21 normal business hours of the Department office at times other than when
22 the employee is required to render service. Such inspection shall take
23 place under the supervision of a Department Administrator or designee.
24 Unit representatives may so inspect an employee's personnel file in the
25 company of the employee or with the written authorization of the
26 employee.
- 27 13.3 File Contents
- 28 13.3.1 No materials of a derogatory nature, except the above specified
29 items, may be placed in an employee's personnel file without
30 allowing employee an opportunity to review and comment thereon
31 during a ten (10) working day period.
- 32 13.3.2 An employee shall have the right to enter, and have attached to
33 any derogatory statement, his/her own comments thereon. The
34 review and comment upon materials of derogatory nature shall take
35 place during the normal business hours of the Department office
36 and times when the employee can be spared from duty, as
37 determined by the supervisor. The employee shall be released from

1 duty without loss of pay. The employee shall submit a request in
2 advance to the supervisor to leave the normal place of work during
3 assigned duty times for such review and comment.

4 13.3.3 All materials placed in an employee's personnel file shall be dated
5 and signed by the contributor.

6 13.3.4 Non-verifiable or unsubstantiated (hearsay) materials may not be
7 placed in an employee's personnel file.

8 **Article 14. LEAVES**

9 14.1 Leave of Absence. The County Superintendent of Schools may grant
10 leaves of absence, with or without pay, to Unit members.

11 14.2 Jury Duty. When employees are called for jury duty, such absence shall
12 be without loss of pay. A copy of the jury summons shall accompany the
13 Absence From Duty Request Form. The employee shall endorse the jury
14 duty check to the Department and will be reimbursed by the Department
15 for mileage, if any, that is included in the check. A unit member whose
16 work shift assignment starts at 2:00 or after shall not be required to return
17 to work after fulfilling his/her obligation for jury duty. Employees are
18 reminded to refer to notations on the Absence From Duty forms for how
19 to file for jury duty.

20 14.3 Maternity Leave. The Department shall grant a leave of absence from
21 duty to any female Unit member who is required to be absent from duties
22 because of pregnancy, miscarriage, childbirth, and recovery therefrom.
23 The length of time of absence, including the date on which the leave shall
24 begin and the date on which the employee shall resume duties, shall be
25 determined by the employee and the employee's doctor. A written
26 statement from the employee's doctor must be furnished by the
27 employee giving the date when in the doctor's judgment the employee's
28 absence from duties is required. Following childbirth a second written
29 statement from the employee's doctor must be submitted by the
30 employee indicating the date when the employee may return to work.
31 Absences necessitated by disabilities caused or contributed to by
32 pregnancy, miscarriage, or childbirth shall be treated the same as leaves
33 for illness, injury, or disability. Should the Unit member use all sick leave or
34 have unused sick leave and wishes to extend the leave beyond the date
35 the doctor determines she may return to work, she shall choose one of
36 the following options: (1) Obtain doctor verification for the need for
37 continued absence, (in which case the employee shall receive the
38 difference between her salary and the substitute's salary for a period of
39 up to five months). (2) Request leave without pay.

40 14.4 Bereavement Leave. A Unit member is entitled to a leave of absence,
41 not to exceed three days, or five days if out of state travel is required, on

1 account of the death of any member of his/her immediate family. The
2 immediate family is defined as mother, father, grandmother, grandfather,
3 aunt, uncle, niece, nephew, or grandchild of the employee or the spouse
4 of the employee; or the spouse, son, stepson, son-in-law, daughter,
5 stepdaughter, daughter-in-law, brother or sister, brother-in-law or sister-in-
6 law, of the employee or any relative living in the immediate household of
7 the employee. (Mother and father are defined to include stepmother
8 and stepfather.)

9 14.5 Military Leave. Members of the Unit shall be granted any military leave to
10 which they are entitled, under law, as classified Department employees.

11 14.6 Industrial Accident and Illness Leave. Unit members who are absent
12 because of industrial (job-related) accident or illness shall be granted up
13 to sixty (60) working days in any one fiscal year for the same accident.
14 This leave will commence on the first day of absence due to industrial
15 accident or illness. Payment for wages lost on any day shall not, when
16 added to an award granted the Unit member under the workers'
17 compensation laws of this state, exceed the normal wage for the day.
18 Industrial accident leave will be reduced by one day for each day of
19 authorized absence regardless of a compensation award made under
20 workers' compensation. When an industrial accident or illness occurs at
21 a time when the full sixty (60) days will overlap into the next fiscal year, the
22 Unit member shall be entitled to only that amount remaining at the end
23 of the fiscal year in which the injury or illness occurred for the same illness
24 or injury.

25 When a Unit member is absent because of a job-related illness or injury,
26 he/ she shall receive full salary for sixty (60) days. (Workers' Compensation
27 plus the amount necessary to equal his daily pay.) If the sixty (60) day
28 industrial leave is exhausted, the Unit member shall be put on regular sick
29 leave. If he is still unable to return to work after exhausting sixty (60) days
30 industrial leave and regular sick leave, he shall be put on vacation leave.
31 Anytime an employee on industrial accident or illness leave is able to
32 return to work, he/she shall be restored to a position within the class to
33 which he/ she was assigned and, if at all possible, to his position with all
34 the rights, benefits, and burdens of a permanent employee. (An
35 employee shall have served six months before becoming eligible for
36 industrial, leave, sick leave, and vacation.) Industrial accident or illness
37 leave is to be used in lieu of normal sick leave benefits. When entitlement
38 to industrial accident or illness leave under this section has been
39 exhausted, entitlement to other sick leave, vacation, or other paid leave
40 will be used. If, however, an employee is still receiving temporary disability
41 payments under the workers' compensation laws of this state at the time
42 of the exhaustion of benefits under this section, he/she shall be entitled to
43 use only as much as his/her accumulated and available normal sick leave
44 and vacation leave, which, when added to the workers' compensation
45 award, provides for a day's pay at the regular rate of pay.

1 14.7 Family Care and Medical Leave. Unit members may be granted unpaid
2 leave consistent with the federal and state law, and Department Policy
3 (Appendix 6) which may be used for an employee's serious health
4 condition; the birth, adoption, or foster placement of a child of the
5 employee; and the care of the employee's child, spouse, domestic
6 partner, or parent with a serious health condition.

7 14.7.1 During this unpaid leave, the Department will continue its regular
8 payment of group insurance premiums for up to 12 weeks.
9 Employee is responsible for their portion of the premium.

10 14.8 Sick Leave. Every Unit member employed five days a week by the
11 Department shall be entitled to twelve (12) days leave of absence for
12 illness or injury and such additional days, in addition thereto, as the
13 governing board may allow for illness or injury, exclusive of all days he is
14 not required to render service to the Department, with full pay for a fiscal
15 year of service. A unit member, employed five days a week, who is
16 employed for less than a full fiscal year is entitled to that proportion of 12
17 days leave of absence for illness or injury as the number of months he/she
18 is employed bears to 12 and the proportionate amount, thereto,
19 authorized by the governing board for Unit employees employed five
20 days a week for a full fiscal year of service.

21 A Unit member employed less than five days per week shall be entitled,
22 for a fiscal year of service, to that proportion of 12 days leave of absence
23 for illness or injury as the number of days he/she is employed per week
24 bears to five and is entitled to the proportionate amount, consistent with
25 this formula, of such additional days, in addition thereto, authorized by
26 the governing board for Unit employees employed five days a week for
27 a full fiscal year of service. When such persons are employed for less than
28 a full fiscal year of service, this and the preceding paragraph shall
29 determine that proportion of leave of absence for illness or injury to which
30 they are entitled. Pay for any day of such absence shall be the same as
31 the pay which would have been received had the employee served
32 during the day. Credit for leave of absence need not be accrued prior
33 to taking such leave by the employee and such leave of absence may
34 be taken at any time during the year. However, a new employee of the
35 Department shall not be eligible to take more than six days, or the
36 proportionate amount to which he/she may be entitled under this
37 section, until the first day of the calendar month after completion of six
38 months of active service with the Department.

39 If a Unit member does not take the full amount of leave of absence in any
40 year under this section, the amount not taken shall be accumulated from
41 year to year with such additional days as the governing board may allow.
42 The governing board shall adopt rules and regulations requiring and
43 prescribing the manner of proof of illness or injury for the purpose of this
44 section. Such rules and regulations shall not discriminate against
45 evidence of treatment and the need therefore by the practice of the
46 religion of any well-recognized religious sect, denomination, or

1 organization.

2 When a Unit member is absent from his/her duties on account of illness or
3 accident for a period of five months or less, whether or not the absence
4 arises out of or in the course of employment, the employee shall be
5 compensated at 50 percent of the employee's regular salary, regardless
6 if a substitute is provided as per EC 45916. Such additional sick leave shall
7 be exclusive of any other paid leave, holidays, vacation, or
8 compensating time to which the employee may be entitled.

9 14.9 Personal Necessity Leave. Personal Necessity Leave may be granted to
10 Unit members in compliance with the Education Code (Appendix 7) and
11 Department Policy (Appendix 8).

12 14.10 Additional Use of Sick Leave. During any fiscal year, unit members are
13 entitled to use up to one-half of their annual entitlement to sick leave
14 described in Section 14.8 to attend to an illness of a child, parent, or
15 spouse of the employee. For the purposes of this provision, the term
16 "child" is as defined in the labor code (Appendix 9). All conditions and
17 restrictions regarding the use of sick leave shall also apply to this section.

18 14.11 Leave for Study and Training. Leaves without pay for study and training
19 may be granted subject to the approval of the Superintendent and the
20 governing board.

21 **Article 15. TRANSFERS**

22 15.1 A transfer is a lateral move from one position to another that requires the
23 same classification and identical job description. A transfer may be unit
24 member initiated (voluntary) or Department initiated (involuntary). A
25 transfer may occur as a result of a reassignment by the Department or
26 assignment of an employee returning from leave (involuntary) or when a
27 vacancy is posted by the personnel office (voluntary).

28 15.1.1 VOLUNTARY. The Department shall offer the opportunity to transfer
29 to unit employees who shall be interviewed with other current
30 employee applicants for a position that requires the same
31 classification and identical job description.

32 a) The job will be awarded based on all of the following: Seniority,
33 qualifications of the employee, approval of the vacant
34 position's supervisor, and subject to final approval of the
35 Superintendent.

36 b) Any employee assigned to work in a work location other than
37 the employee's normal work site for a period in excess of five
38 working days may present a written request for review of the
39 assignment by the immediate supervisor.

1 c) Notice of vacancy will be posted for a period of five (5) working
2 days prior to filling the position. Posting shall be on the
3 Department's bulletin board and by personal notice to off-site
4 classified employees.

5 15.1.2 INVOLUNTARY. If a voluntary transfer is not requested, the
6 superintendent or designee may elect to initiate an administrative
7 transfer. Such a transfer shall be based exclusively on the legitimate,
8 educationally-related needs of the Department. These needs shall
9 be stated in writing to the Unit member. Involuntary transfers shall
10 not be made arbitrarily or capriciously or for punitive or disciplinary
11 purposes. If the Unit member desires, a conference shall be held
12 with the superintendent or designee. Notice of at least five (5)
13 working days shall be provided for an involuntary transfer.

14 a) Upon conclusion of interviews, should two or more applicants be
15 equally qualified, the internal applicant will be given hiring
16 preference.

17 **Article 16. HOURS WORKED**

18 16.1 For the purpose of computing the number of hours worked, time during
19 which an employee is excused from work because of holidays, sick leave,
20 vacation, compensating time off, or other paid leave of absence shall be
21 considered as time worked by the employee.

22 16.2 Probationary employees will become permanent employees after the
23 employee has been employed one (1) year. At that time the employee
24 shall be considered permanent and a member of the classified service.

25 16.3 Probationary employees may be terminated without cause and without
26 thirty (30) day notice.

27 16.4 If a classroom, program, or student requires additional staff time and the
28 Department determines it is feasible to do so, the additional time may be
29 first offered to one or more of the current employees in that program on
30 a short-term basis for up to 90 calendar days. If the employee(s) accepts
31 the offer of additional time and the need for the additional time ceases
32 to exist prior to 90 calendar days, the increased work day shall be
33 reduced to its original level, with one week prior notice. If the need for
34 additional time ceases to exist after 90 calendar days, the reduction in
35 the work day shall be pursuant to the layoff procedures in Section XXV.

36 **Article 17. WORK DAY, WEEK, MONTH, AND YEAR**

37 17.1 Work day, work week, work month, and work year shall be designated by
38 the Superintendent.

1 17.2 Meal Period. A non-compensated, scheduled, uninterrupted meal
2 period between thirty (30) to sixty (60) minutes shall be provided all Unit
3 employees who render service of at least six (6) hours. The length of the
4 meal period shall be determined by the Supervisor. The Supervisor shall
5 assign the meal period to be taken at or about the midpoint of each work
6 shift. The meal period for six-hour Unit employees may be waived by
7 written mutual agreement between the Unit employee and supervisor
8 with approval of the appropriate administrator.

9 17.3 Rest Period. A fifteen (15) minute compensated rest period shall be
10 provided members of the Unit for each four (4) hour period of service.

11 17.4 Overtime. Overtime pay or compensatory time off shall be provided
12 employees who are directed by their supervisor to work in excess of eight
13 (8) hours in any one (1) day, or in excess of forty (40) hours in any
14 workweek. Employees with a work week of five (5) consecutive workdays
15 averaging four (4) hours or more per day shall receive overtime
16 compensation for work directed and authorized by the immediate site
17 administrator to be performed on the sixth (6th) and seventh (7th) day
18 following the commencement of the workweek. Employees whose
19 average workday is less than four (4) hours shall receive overtime
20 compensation for work directed and authorized by the site administrator
21 to be performed on the seventh (7th) day following the commencement
22 of the workweek. Upon request of the Unit member, the Department may
23 grant compensatory time equal to time and one-half of the employee's
24 regular rate of pay or compensatory time off at time and one-half of the
25 employee's regular rate of pay. Employees authorized by the
26 Department to work overtime shall take the compensatory time off or be
27 paid, as approved by the Department. If the employee is unable to take
28 the time, or if the Department rejects the employee's request for
29 compensatory time, the Unit member shall be compensated. All overtime
30 shall be recorded on the Unit member's regular time card within the
31 month earned.

32 17.5 Extra Time. Extra time is any time worked within the five-day workweek by
33 a part- time Unit member over and above her/his normal part-time work
34 assignment, up to eight (8) hours per day, as directed by the immediate
35 supervisor. Extra time shall be paid at the regular rate of pay, or shall be
36 taken as time off on an hour for hour basis at the request of the Unit
37 member and as approved by the immediate supervisor. All extra time
38 shall be recorded on the Unit member's regular time card within the
39 month earned.

40 **Article 18. SALARIES**

41 18.1 The classified salary schedule for CSEA unit members shall be increased
42 by 3.0% for the 2016-2017 fiscal year.

- 1 18.2 All step movements on the salary schedule shall be on July 1. Employees
2 hired between July 1 and December 31 shall have their first step
3 movement on the next July 1. Employees hired between January 1 and
4 June 30 will have their first step movement on the following July 1, i.e.,
5 employee hired on September 1, 2014 will receive step movement on July
6 1, 2015; employee hired on February 3, 2015 will receive step movement
7 on July 1, 2016.
- 8 18.3 Effective July 1, 2014, longevity steps will become salary steps included on
9 the salary schedule
- 10 18.4 Beginning on 7/1/2014, Lisa A. Wallace, Connie A. Keeter and Teresa L.
11 Estes will be grandfathered and continue to receive Educational
12 Incentive for as long as they are employed with TCDE.
- 13 18.5 Degree Incentive. Stipends will be earned for degrees in accordance
14 with the following schedule (only one stipend at the highest level earned
15 will be given):
- 16 \$300 A.A.
 - 17 \$500 B.A.
 - 18 \$1250 M.A.
 - 19 \$1500 Ph.D.
- 20 18.6 Effective Date. Verification of a degree must be received in the Human
21 Resources Department by August 15 for the annual degree stipend to be
22 implemented in the current school year's payroll.
- 23 18.7 Mileage Reimbursement and Insurance Stipend
- 24 18.7.1 Mileage reimbursement. An itinerant employee is someone:
- 25 a) whose assignment requires him/her to serve more than one
26 school site per day on a regularly scheduled basis, or
 - 27 b) who is given a special assignment by the director which qualifies
28 them for mileage reimbursement under this policy.
- 29 Unit members shall receive mileage at the rate specified in the Tehama
30 County Department of Education policy. Mileage will be paid according
31 to any or all of the following conditions:
- 32 a) for miles driven between school sites.
 - 33 b) for miles driven by employees whose base of operations
34 originates from the Tehama County Department of Education.
35 (To be mutually determined in the beginning of the school year
36 by the director, the employee, and a designated unit
37 representative.)

1 Mileage will be paid based upon the County Office mileage chart.

2 18.7.2 Insurance Stipend. A stipend shall be paid for automobile insurance
3 reimbursement for maintaining insurance coverage at the
4 recommended level of the department's insurance carrier. The
5 stipend shall be \$400.00 per year for full-year itinerant service. For
6 purposes of the insurance stipend, an itinerant employee is a unit
7 member whose assignment requires him/her to serve more than one
8 school site per day on a regularly scheduled basis or on a given day
9 serves a school site which is in excess of 25 miles distance from the
10 County Office. Payment of the stipend for those assigned to a less
11 than full-time, full-year itinerant service as defined in this section, shall
12 be prorated. Any change in assignment may result in a proration.
13 Schedules subject to changes within the school year will be
14 reviewed by the Department, the employee, and the designated
15 unit representative by April 30. The parties will review the log of the
16 year's assignment and calculate the itinerant proration. Payment
17 shall be made as a lump sum with the June payroll. In order to
18 receive the insurance stipend, a unit member serving in an itinerant
19 status and using any privately-owned vehicle, shall be annually
20 required to provide the Human Resource Services office proof of
21 insurance and coverage, on the Privately-Owned Vehicle Insurance
22 Certification Form with a copy of the declaration sheet, or insurance
23 card on or before August 15. This form shall cover all privately-
24 owned vehicles driven by the employee during the course of their
25 duties. A revised form shall be submitted within 30 days of any
26 change in insurance coverage.

**Tehama County Department of Education
CSEA Unit Positions**

<u>Range</u>	<u>Position</u>
17	Transportation Assistant
18	Instructional Assistant Utility Clerk Maintenance Assistant
19	Car Driver
21	Paraeducator - Alternative Education
22	Special Needs Assistant Braille Transcriber - Entry Level
23	Custodian Universal Support Staff
24	Braille Transcriber - Level I
25	Health Aide
26	Lead Custodian Braille Transcriber - Level II
28	Braille Transcriber - Level III
30	Bus Driver
32	Communication Assistant
35	Lead Custodian and Maintenance Communication Assistant II
36	Intensive Behavior Interventionist Skilled Maintenance Worker
38	Health Assistant
44	Certified Occupational Therapy Assistant Behavior Intervention Assistant Speech-Language Pathologist Assistant Educational Sign Language Interpreter Communication Therapy Assistant
49	Mechanic

7/1/2016

**TEHAMA COUNTY DEPARTMENT OF EDUCATION
2016-17
Salary Schedule for Classified School Employees Association (CSEA)**


Effective 7/1/16

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Steps 7-10	Step 11	Step 16	Step 21
	Hourly Increase	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
16	10.94	11.21	11.49	11.78	12.07	12.38	12.68	13.32	13.95	14.59
17	11.21	11.49	11.78	12.07	12.38	12.68	13.00	13.65	14.30	14.95
18	11.49	11.78	12.07	12.38	12.68	13.00	13.33	13.99	14.66	15.33
19	11.78	12.07	12.38	12.68	13.00	13.33	13.66	14.34	15.03	15.71
20	12.07	12.38	12.68	13.00	13.33	13.66	14.00	14.70	15.40	16.10
21	12.38	12.68	13.00	13.33	13.66	14.00	14.35	15.07	15.79	16.50
22	12.68	13.00	13.33	13.66	14.00	14.35	14.71	15.45	16.18	16.92
23	13.00	13.33	13.66	14.00	14.35	14.71	15.08	15.83	16.59	17.34
24	13.33	13.66	14.00	14.35	14.71	15.08	15.45	16.23	17.00	17.77
25	13.66	14.00	14.35	14.71	15.08	15.45	15.84	16.63	17.43	18.22
26	14.00	14.35	14.71	15.08	15.45	15.84	16.24	17.05	17.86	18.67
27	14.35	14.71	15.08	15.45	15.84	16.24	16.64	17.48	18.31	19.14
28	14.71	15.08	15.45	15.84	16.24	16.64	17.06	17.91	18.77	19.62
29	15.08	15.45	15.84	16.24	16.64	17.06	17.49	18.36	19.23	20.11
30	15.45	15.84	16.24	16.64	17.06	17.49	17.92	18.82	19.72	20.61
31	15.84	16.24	16.64	17.06	17.49	17.92	18.37	19.29	20.21	21.13
32	16.24	16.64	17.06	17.49	17.92	18.37	18.83	19.77	20.71	21.65
33	16.64	17.06	17.49	17.92	18.37	18.83	19.30	20.27	21.23	22.20
34	17.06	17.49	17.92	18.37	18.83	19.30	19.78	20.77	21.76	22.75
35	17.49	17.92	18.37	18.83	19.30	19.78	20.28	21.29	22.31	23.32
36	17.92	18.37	18.83	19.30	19.78	20.28	20.79	21.82	22.86	23.90
37	18.37	18.83	19.30	19.78	20.28	20.79	21.30	22.37	23.44	24.50
38	18.83	19.30	19.78	20.28	20.79	21.30	21.84	22.93	24.02	25.11
39	19.30	19.78	20.28	20.79	21.30	21.84	22.38	23.50	24.62	25.74
40	19.78	20.28	20.79	21.30	21.84	22.38	22.94	24.09	25.24	26.38
41	20.28	20.79	21.30	21.84	22.38	22.94	23.52	24.69	25.87	27.04
42	20.79	21.30	21.84	22.38	22.94	23.52	24.10	25.31	26.51	27.72
43	21.30	21.84	22.38	22.94	23.52	24.10	24.71	25.94	27.18	28.41
44	21.84	22.38	22.94	23.52	24.10	24.71	25.32	26.59	27.86	29.12
45	22.38	22.94	23.52	24.10	24.71	25.32	25.96	27.26	28.55	29.85
46	22.94	23.52	24.10	24.71	25.32	25.96	26.61	27.94	29.27	30.60
47	23.52	24.10	24.71	25.32	25.96	26.61	27.27	28.64	30.00	31.36
48	24.10	24.71	25.32	25.96	26.61	27.27	27.95	29.35	30.75	32.15
49	24.71	25.32	25.96	26.61	27.27	27.95	28.65	30.09	31.52	32.95

Stipends*
\$300 A.A., or
\$500 B.A. or
\$1,250 M.A. or
\$1,500 Ph.D.

*Only one stipend, at highest level, will be awarded. Refer to CSEA contract for specific implementation guidelines.

TCDE contributes a maximum of \$15,060 per year for full-time (8 hours/12 months) employees towards health benefits for family coverage. TCDE contribution is prorated for employees that work less than full-time.

Official: 

Article 19. FRINGE BENEFITS

19.1 For the purposes of required benefits a full-time employee is an employee that works 8 hours per day, 12 months per year (260 days per year).

19.2 For each full-time employee the Department will contribute the following toward the monthly health and welfare premium benefits:

Employee only \$478

Employee plus one \$924

Employee and family \$1,255

For part-time employees, the Department's contribution will be prorated.

19.3 The monthly contribution will be applied to benefits in the following order:

Medical insurance premium

Dental insurance premium

Vision insurance premium

Life insurance premium

19.4 All Unit members are eligible to purchase American Fidelity income protection at their own expense.

19.5 All participating Unit members agree to have the balance of the monthly premiums for medical, dental, vision, and life insurance benefits deducted from his/her salary warrant.

19.6 The participation of the department employees in the medical, dental, vision, and life benefit programs shall be in compliance with all requirements of the designated benefit providers.

19.7 The Department and the Unit agree to convene a joint committee, as needed, for the purpose of studying benefit options and containing costs to Unit members and the Department. The committee shall study options available within the current health care environment.

Article 20. CALENDAR/HOLIDAYS

20.1 The work year calendars shall consist of at least 180 days for bus drivers and instructional support personnel and other unit members who work a school year. Specific dates shall be determined by the Supervisor of Special Schools and Services to correlate with district sites.

1 20.2 Unit members shall be entitled to the following paid holidays and any
2 additional mandated paid holidays that may be declared by the
3 legislature, government or President:

- 4 Legal New Year's Day
- 5 Legal Martin Luther King Day
- 6 Legal Lincoln Day
- 7 Legal Washington Day
- 8 Legal Memorial Day
- 9 Legal Independence Day
- 10 Legal Labor Day
- 11 Legal Veteran's Day
- 12 Legal Thanksgiving Day
- 13 Local Day after Thanksgiving Day
- 14 Legal Admissions Day: to be determined by the individual Unit member
15 with prior Department approval
- 16 Local Day before Christmas Day
- 17 Legal Christmas Day
- 18 Local Day before New Year's Day

19 20.3 In order to qualify for a paid holiday, the employee must be in paid status
20 on the working day before or the working day after the designated
21 holiday or recess period as defined in the Education Code (Appendix 10).

22 20.4 Admissions Day for Unit employees shall be determined by each
23 individual Unit member with prior Department approval. Unit members
24 addressed in section 20.1 shall receive an extra day's pay in lieu of the
25 holiday.

26 **Article 21. ANNUAL VACATIONS**

27 21.1 With the approval of the superintendent, vacation may be taken by
28 permanent full-time and part-time employees at any time during the
29 year. No more than fifteen (15) days vacation shall be taken at any one
30 time without the approval of the Associate Superintendent or the County
31 Superintendent. No more than ten days of vacation may be carried
32 beyond August 31 without prior written approval of the County
33 Superintendent. Earned vacation shall not become a vested right until
34 completion of the initial six months of employment. Vacation shall not be
35 earned by substitute, short-term, or limited-term employees unless such
36 employees are specifically included by the Superintendent.

1 21.2 Vacation is earned at the rate of 1-1/4 days for each month in which the
 2 employee is in paid status for more than one-half the working days in the
 3 month and is regularly employed for five days per week, seven to eight
 4 hours a day (i.e., an 8 hour/12 month employee would earn 15 days of
 5 vacation per year). Vacation will be prorated for employees who work
 6 less than one-half the working days per month at the rate of .06073 per
 7 each hour of paid service.

8	<u>Hours Worked</u>	<u>Amount Earned Monthly</u>
9	8	10 hours
10	7	8 hours and 45 minutes

11 Regular employees who work less than seven to eight hours per day shall
 12 earn vacation at the rate of .06073 for each hour of paid service. (i.e., a 6
 13 hour/10 month employee would earn 10.93 days of vacation per year)
 14 Employees who follow a school calendar will have their vacation pay
 15 included in their monthly salary and not available for use during the school
 16 year.

17 21.3 Longevity Benefit. A longevity benefit of one additional vacation day per
 18 each five year period of continuous employment shall be granted by the
 19 Superintendent to permanent full-time and permanent part-time,
 20 calendar year classified employees up to a maximum of six (6) additional
 21 days per year. The effective date shall be based on the anniversary date
 22 of the employee.

23 **Article 22. WORK IN HIGHER CLASSIFICATION**

24 22.1 Any employee in the Unit who works in a higher paid classification at
 25 his/her supervisor's request for a period which exceeds five (5) working
 26 days during a fifteen (15) calendar day period shall have his or her pay
 27 adjusted upward for that period of time working in the higher
 28 classification. The adjusted pay shall be to the beginning step of the
 29 higher classification except in no event shall it be lower than the Unit
 30 member's present pay.

31 **Article 23. FLEXIBLE WORK SITES**

32 23.1 Within the work day, work site assignments of instructional personnel shall
 33 be flexible to accommodate changing program needs.

34 **Article 24. SENIORITY**

35 24.1 Seniority shall be based on hire date within the classification. The
 36 Department shall provide California School Employees Association with a
 37 hire date seniority list each October. In case of layoff, the Department
 38 shall provide California School Employees Association with an updated
 39 list of classifications affected forty-five (45) days prior to layoff.

1 **Article 25. LAYOFF**

2 25.1 Layoff procedure shall follow the Education Code (Appendix 11).

3 25.2 Order of Layoff. In the event of a layoff, the order of layoff within the class
4 shall be determined by seniority. The employee who has been employed
5 the shortest time in the class, plus higher classes, shall be laid off first
6 (Appendix 12).

7 **Article 26. GRIEVANCE PROCEDURE**

8 26.1 Section 1: Definitions

9 26.1.1 Grievance—A grievance is a complaint by an employee or the
10 Association alleging there has been a violation, misapplication, or
11 misinterpretation of specific provision(s) of this Agreement.

12 26.1.2 Employee—An employee is an employee of either the Tehama
13 County Superintendent of Schools/Tehama County Board of
14 Education who is a member of the Unit covered by this contract.

15 26.1.3 Grievant—A grievant is an employee or the Association who has
16 filed a grievance.

17 26.1.4 Immediate Supervisor—An immediate supervisor is the person
18 designated by the superintendent as having immediate jurisdiction
19 over the grievant.

20 26.1.5 Day—A day is any day in which the office of the Department of
21 Education is open for business.

22 26.2 Section 2: Conditions

23 26.2.1 If a grievance arises from any action of a person at a level higher
24 than the employee's immediate supervisor, the grievant may begin
25 such grievance at Level Two of this procedure. The grievant shall
26 observe the time lines of Level One.

27 26.2.2 All documents dealing with the processing of a grievance shall be
28 filed separately from the personnel files of the participants.

29 26.2.3 No employee shall use this grievance procedure to dispute any
30 action which is governed by the Education Code's permanent
31 employee laws.

32 26.2.4 Time limits provided in this grievance procedure may be extended
33 by mutual written agreement.

1 26.2.5 Until final disposition of a grievance, the grievant shall comply with
2 the original directive of his or her supervisor.

3 26.2.6 A conference may be requested by either party at each level of the
4 procedure.

5 26.3 Section 3: Appearance and Representation

6 26.3.1 Hearings under this procedure shall be conducted at a time and
7 place which will afford a fair and reasonable opportunity for all
8 persons, including witnesses entitled to attend. If any grievance
9 meeting or hearing must be scheduled during the work day, any
10 employee required by either party to participate as a grievant,
11 witness, or representatives of a grievant in such meeting or hearing
12 shall be released from his/her duties without loss of pay for a
13 reasonable amount of time.

14 26.3.2 A grievant may be represented at any step of the grievance
15 procedure by the exclusive representative.

16 26.3.3 Any employee may present grievances without the intervention of
17 the Association provided the resolution of the grievance is not
18 inconsistent with the terms of this Agreement. The Board, the
19 Superintendent, Associate Superintendent, or immediate
20 Supervisor(s) shall not agree to the resolution of a grievance until the
21 Association exclusive representative has received a copy of the
22 grievance and the proposed resolution and has been given the
23 opportunity to file a response. If the Association chooses to respond,
24 it shall do so within ten (10) days.

25 26.3.4 At any level of the grievance procedure the grievant may elect in
26 writing to represent himself/herself rather than have California
27 School Employees Association provide representation. If the
28 grievant elects to represent himself/herself at any step, California
29 School Employees Association shall be relieved of any further
30 obligation of representation and shall be relieved of any further
31 obligation to share in any further expense of the grievance
32 procedure including the costs of arbitration.

33 26.4 Section 4: Procedures

34 26.4.1 Informal Level. An employee who believes he/she has a grievance
35 may discuss the situation with his/her immediate supervisor with the
36 objective of resolving the matter informally.

37 26.4.2 Level One. (a) The formal grievance procedure shall begin with the
38 presentation in writing of the grievance on the grievance form to the
39 immediate supervisor or submit pursuant to Section 26.2.1 of this
40 article by the employee within fifteen (15) days after the employee

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

knew of the grievable situation. (b) If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no written decision has been given in ten (10) days after presentation of the grievance, he/she may within ten (10) days file the grievance with the next level supervisor.

26.4.3 Level Two. (a) If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file the grievance in writing with the Associate Superintendent according to Level One, (b). (b) If the aggrieved person is not satisfied with the disposition of the grievance at level Two, or if no written decision has been given in ten (10) days after the presentation of the grievance, he/she may within ten (10) days thereafter, file the grievance with the County Superintendent.

26.4.4 Level Three. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been given in ten

26.4.5 (10) days after the presentation of the grievance, he/she may within ten (10) days thereafter file the grievance in writing to the County Superintendent.

26.4.6 Level Four: Option A—If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been given in ten (10) days after the presentation of the grievance, he/she may within ten (10) days thereafter file the grievance with the County Board of Education. The grievant shall notify the County Superintendent by 1 p.m. Wednesday preceding the monthly board meeting and shall be placed on the agenda. The board shall then hold a hearing at the board meeting. Within ten (10) days after the hearing, the board will issue its decision in writing to the grievant.

26.4.7 Level Four. Option B—In the event the grievance is not satisfactorily adjusted with the County Superintendent, the grievant may within ten (10) days request in writing to the County Superintendent that the grievance be submitted to advisory arbitration. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties, or request the State Conciliation Service to supply a list of five persons. Each party shall alternately strike a name until one remains who shall become the arbitrator. After a hearing of the evidence and after both parties have had an opportunity to make written arguments, the arbitrator shall submit his recommendations containing findings and facts to the grievant and the County Board. The County Board shall give its decision at the first regular board meeting after receiving the arbitrator's recommendations provided a minimum of ten (10) days can elapse between receipt of the recommendations and the

1 board meeting. Advisory arbitration is not mandatory and does not
2 prohibit the grievant from pursuing the grievance to the County
3 Board. If the grievant chooses to proceed directly to the County
4 Board, he/she shall waive his/her right to advisory arbitration. The
5 cost of the arbitration and his/her miscellaneous costs shall be born
6 equally by the parties.

7 **Article 27. CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS**

8 27.1 Placement in Classification. Every bargaining unit position shall be placed
9 in a classification.

10 27.2 New Positions or Classification of Positions. All newly created positions,
11 unless specifically exempted by law, shall be assigned to the bargaining
12 unit if the job descriptions describe duties performed by employees in the
13 bargaining unit or which by the nature of the duties should reasonably be
14 assigned to the bargaining unit. Any disputes over positions shall be
15 submitted to the Public Employee Relations Board (PERB).

16 27.3 Reclassification. Either party may propose a reclassification at any time
17 during the life of the Agreement for any position. If a reclassification is
18 proposed, California School Employees Association shall be notified of the
19 request and of the Superintendent's intent prior to final action.

20 27.4 Abolition of a Position or Classification. If the Superintendent proposes to
21 abolish a Unit position the Association shall be notified in writing and the
22 parties shall meet and negotiate.

23 **Article 28. EXTENDED YEAR**

24 28.1 Extended year special education positions shall be considered optional-
25 voluntary, short-term employment and not as an extension of the regular
26 work year assignment. For example, employees working during the
27 extended year session may be assigned to work more or less hours than
28 they work during the regular year.

29 28.2 Extended year special education positions will be announced.
30 Announcements will, to the degree possible, specify the daily number of
31 hours, or the range of possible hours, for each position.

32 28.3 Current Department instructional assistant applicants for Extended Year
33 assignments shall be considered prior to any non-Department
34 instructional assistant applicants. Assignments within the program will be
35 determined by the designated special education administrator based
36 upon: enrollment, student needs, and type of program. The Department
37 shall develop assignment procedures for selection of instructional
38 assistants for extended year. Those procedures shall be made available
39 to every current instructional assistant. If an excess of current employee
40 applications for an assignment are received, selection shall be rotated

1 from year to year. Seniority shall not serve as a basis for extended year
2 assignments.

3 28.4 The overall staffing level for special education extended year will be
4 adjusted annually to ensure consistency with state and federal financial
5 support of the program.

6 **Article 29. BUS DRIVERS**

7 29.1 Unit members on special trips, including but not limited to athletic events,
8 field trips, and curricular trips, who are required to remain on standby for
9 the duration of the event for which the special trip is made, shall be paid
10 for all standby hours at their regular rate of pay. Whenever any
11 combination of driving and standby hours in a day exceed the eight hour
12 day, all additional hours, which shall not exceed sixteen hours (total), shall
13 be compensated at the appropriate overtime rate pursuant to Article
14 17.4: Overtime.

15 29.2 Notwithstanding any other provisions of this Agreement, if a special trip
16 required an overnight stay, the Department shall be relieved of the
17 obligation of payment for any hours between the time a bus driver is
18 relieved of duties for the evening and the time duties resume the following
19 morning.

20 29.3 Bus Driver Trainer to be paid at Range 40, at the employee's current step
21 only while giving training at the request of the Department.

22 29.4 Permanent a.m. and p.m. bus routes shall be assigned within three (3)
23 weeks after the beginning of the school year with consideration for
24 Department efficiency. If a driver selects a shorter route than his/her
25 seniority entitles, that driver will be paid for the shorter route.

26 29.5 All additional daily hours, (example: lunch runs, inter-school movement,
27 etc.) shall be offered to the drivers on the basis of seniority and with
28 consideration for Department efficiency.

29 29.6 All field trips shall be offered on a rotation basis, to all drivers, beginning
30 with the most senior driver and with consideration for Department
31 efficiency.

32 29.7 If all offers of routes, additional hours, and field trips are declined, they
33 shall be assigned at the discretion of the supervisor.

34 29.8 Any new bus driver will be paid for actual hours worked effective
35 November 13, 1989.

Article 30. MANAGEMENT RIGHTS

1
2
3
4
5
6
7
8
9
10
11
12
13

30.1 It is understood and agreed that the County Superintendent of Schools and the County Board of Education retain all their powers and authority to direct, manage, and control to the full extent of the law including: the right to exercise their powers, rights and authorities, duties, and responsibilities; the right to develop and set budget priorities; the right to adopt policies, rules, regulations, and practices which shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the law; and the right to amend, modify, or rescind policies of the Department in cases of officially declared emergencies or damaging natural events over which the parties have no control.

1 IN WITNESS WHEREOF, the parties have executed this Amended Agreement upon
2 completion of the re-opened negotiations for the 2016-2017 school year:

3

For the Department of Education:

For the Association:



RICHARD DUVARNEY
County Superintendent of Schools

6-23-16

Date



CSEA, Chapter #406

8-1-16

Date



CSEA Labor Representative

8-1-16

Date

4

APPENDIX

The following are the materials as referenced in the 2014 - 2017 Agreement between CSEA and the Department:

- APPENDIX 1** Education Code 45168 Deduction of Fees
- APPENDIX 2** SELPA Policy and State and Federal Law: Physical Control
- APPENDIX 3** Classified Employee Performance Evaluation Report
- APPENDIX 4** Code of Federal Regulations, Title 29: Family and Medical Leave Act of 1993
- APPENDIX 5** California Family Rights Act of 1991; Government Code 12945.2: Fair Employment and Housing Act; Discrimination Prohibited
- APPENDIX 6** Tehama County Department of Education Superintendent Policy AR #4161.8
- APPENDIX 7** Education Code 45191: Leaves; illness or injury
- APPENDIX 8** Tehama County Department of Education Superintendent Policy AR #4161.2
- APPENDIX 9** Labor Code #233 Additional use of sick leave
- APPENDIX 10** Education Code 45203: Holidays
- APPENDIX 11** Education Code 45117: Notice of lay off
- APPENDIX 12** Education Code 45298: Reemployment rights