



AGREEMENT

Between

**CONTRA COSTA COUNTY
SUPERINTENDENT OF SCHOOLS**

and

**PUBLIC EMPLOYEES UNION, LOCAL ONE/AFSCME COUNCIL 57
(Affiliated with Contra Costa County Employees' Association)**



July 1, 2019 through June 30, 2022

Ratified June 12, 2020

Ratified March 5, 2021

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PREAMBLE

Employees, Managers and Supervisors will treat each other, regardless of position or profession, with dignity, courtesy, trust and respect.

ARTICLE 1

AGREEMENT¹

1. The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the County Superintendent of Schools (Employer) and Public Employees' Union, Local One, American Federation of State, County, and Municipal Employees (Union).
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code.
(http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=3540).
3. This Agreement shall remain in full force and effect from the date it is signed until June 30, 2022.
4. No later than November 1 at the request of either party, the parties shall give notice by November 1 of the articles to be negotiated in the second and third year which shall include the following:
Article 17: Benefits
Article 18: Salaries
Up to two (2) additional articles per party
Articles impacted by Legislation
Other mutually agreeable issues
5. Negotiations will begin no later than December 31 of each year, unless mutually agreed upon.

¹ Revised- 6/2014; Revised, Updated dates 3, Revised 4- 6/2017; Update section 2, Change dates section 4- 2/2019; Revised 1, Updated dates 3; 5- 6/2020;

ARTICLE 2

RECOGNITION²

1. The Employer recognizes the Union as the exclusive representative of all classified employees in the Appendix A who are assigned to the General Classified Unit or the Instructional Assistant Unit, but excluding all of the following: management, confidential, professional administrative, substitute, short-term, and temporary employees.

² No changes- 7/2011; No changes- 6/2017; No Changes- 6/2020;

ARTICLE 3

DEFINITIONS³

1. Allocation means the official assignment of an individual position to its appropriate class in accordance with the duties performed and the authority and responsibilities exercised.
2. Anniversary Date means the date upon which an employee receives his/her first step advancement after reaching permanent status in a specific class.
3. Class or Classification is a term for a position or group of positions with duties and responsibilities so similar that the same descriptive title, example of duties and salary range can be applied with equity.
4. Confidential File means an employee file that contains information such as verification of employment and salary from health and welfare benefit selections, COBRA notices, TB Clearances. This file can only be reviewed by the employee and by authorized Human Resources personnel.
5. Class Specification means a written job description of a classification.
6. Employer means County Superintendent of Schools.
7. Longevity means extra pay for continued service with the Employer. Longevity is determined by the regular hire date. See Article 17 for longevity formulas.
8. Medical Procedures is defined in the guidelines for administration of Special Physical Healthcare Services; (Nurse's Guidebook).
9. Mileage Reimbursement means employees who are required to use their automobiles in performance of their duties shall be reimbursed for all travel at the current IRS rate.
10. Original Hire Date means the first date of employment with the Employer. This position could be a temporary, substitute or regular position.
11. Part-Time means an assignment which has fewer hours than a full time assignment.
12. Pay Range means a series of base salary steps to which a class may be assigned.
13. Permanent Status means the status granted an employee who has successfully completed the probationary period for a particular class in a regular position.
14. Personnel File means an employee file that contains work-related documents (such as salary, classification, status information, evaluations, letters of commendation, certificates, educational units, letters of reprimand, etc.). This file can be reviewed by the employee or authorized personnel, for example, supervisors and directors on a need to know basis.

³ Revised, Work Unit definition eliminated- 7/2011; Changes 3,4,5,8,9,10,11,13,14,15,16,17,18,21,22,24,25,26: Delete Employment List, Short-Term Position, Workday definitions, Revised 4,7,9,10,13,15,16,21,22,24,- 6/2017; Added Medical Procedures- 6/2020;

15. Position means the current duties and responsibilities assigned to a single employee.
16. Probationary Period means a working test period of no less than six months during which an employee in a newly assigned regular position is required, by actual performance, to demonstrate fitness for the duties in the position.
17. Promotion means the advancement of an employee from one class to another class.
18. Reassignment means the voluntary or involuntary movement within a classification of a member from one position to another position at the same building or work site.
19. Reclassification means reassignment from one classification to another classification.
20. Regular Hire Date means the date an employee is hired into a regular position. This date is used to determine longevity.
21. Regular Position means a position that has been established and budgeted and is understood to be needed on a continuing basis.
22. Seniority means the length of employment in a specific classification. Seniority is determined by hire date in that classification.
23. Step Advancement means movement to the next higher step in the pay range.
24. Transfer means a voluntary or involuntary lateral movement within classification of a member from one building or work site to another.
25. Employee means a regular employee who is a member of the General Classified or Instructional Assistant Units.
26. Unofficial File means a file that may contain notes or documents held by a supervisor.
27. Workload means the volume or amount of work assigned to be completed within a given period of time; (e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification).

ARTICLE 4

NEGOTIATION PROCEDURES⁴

1. No later than June 30 of the calendar year in which this Agreement expires, the parties shall agree to share letters of intent for a new Agreement. Upon mutual consent, either party may present an initial proposal thereafter.
2. The Union shall designate three (3) employee representatives from the Instructional Assistant Unit and three (3) members from the General Classified Unit, plus one (1) additional member from either Unit for the purposes of official meet and negotiate sessions to develop an agreement. Any such Union representatives who are County Superintendent of Schools employees shall each receive reasonable release time to be used without loss of compensation for purposes of official meet and negotiate sessions with the Employer's representatives. Additionally, five (5) days release time for pre-negotiation preparation on master contract negotiations or three (3) days release time for pre-negotiation preparation on reopener contract negotiations shall be available to the three (3) employee representatives from each Unit, plus one (1) additional member from either Unit, as identified above. Employees utilizing this release time allocation who shall require substitutes shall follow normal County Superintendent of Schools procedures for prior notification of absence in order that necessary replacement personnel may be secured.
3. If negotiations commence under any other terms of this Agreement, meet and confer, the Union shall be required to have two (2) employee representatives from the Instructional Assistant Unit and the General Classified Unit.

⁴ No changes- 7/2011; Updated dates & 3- 6/2017; No changes- 6/2020;

ARTICLE 5

UNION RIGHTS⁵

1. The Union and its members shall have the right to use of County School facilities, upon approval of the Superintendent or designee, on the same basis and subject to the same rules and regulations as other private individuals or entities. The enforcement of this provision shall not conflict with California Government Code Section 3543.1.
2. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each major building site.
3. The Union shall have the right to utilize any internal mail system of the County Superintendent of Schools for the purpose of communication with members of the Unit.
4. A designated union member shall be permitted to transact official Union business related to the Bargaining Unit on the Employer's property provided such transaction does not interfere with or interrupt normal school or business operations as determined by the site administrator.
5. An updated list of names, home addresses, telephone numbers, titles and work sites of all members (by Unit – General Classified and Instructional Assistant) of the Unit shall be provided to the Union by August 1 and quarterly thereafter, each school year except when an employee has stipulated in writing that such information is not to be released. A seniority list shall be provided to the Union annually by August 1.
6. The Union may request to see data related to position changes based on program needs, including student enrollment numbers.

⁵ No changes- 7/2011; Changes to 5- 6/2017; Changes to 1, 4, Added 6- 6/2020;

ARTICLE 6

EMPLOYER RIGHTS⁶

1. The exercise of the powers, rights, authorities, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices, and the use of judgement and discretion in connection therewith shall only be limited by the specific and express terms of this Agreement and to the extent such specific and express terms are in conformance with law.
2. The Union understands and agrees that the Employer retains all of its powers and authority to direct, manage and control which shall be limited by the specific and express terms of this Agreement and to the extent such specific and express terms are in conformance with the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine organizational matters; direct the work of employees; determine the times and hours of operations; determine the kinds and levels of services to be provided and the methods and means of providing them; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of county operations; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenues; take action on any matter in the event of an emergency.
3. The Employer also retains the right to select, assign, hire, classify, transfer, direct, promote, demote, and dismiss classified personnel, and to determine whether, when and where there is a job opening, except to the extent specifically restricted and afforded by this Agreement and to the extent such specific and express terms are in conformance with the law.
4. The rights reserved to the Employer in this article may not be waived or changed except by written agreement between the parties.

⁶ Article added 6/2017; No changes- 6/2020;

ARTICLE 7

GRIEVANCE PROCEDURE⁷

1. General

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which arise from time to time affecting interpretation of the specific terms and conditions of this Agreement. The Employer and the Union agree that the conduct of the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. No member will be retaliated against for participating in the grievance procedure.

2. Definitions

The following definitions control the meaning of the terms as used in this procedure:

- a. Grievance means an alleged violation or misrepresentation of this agreement.
- b. Grievant means the employee or employees filing the grievance.
- c. Immediate Supervisor means the person at the lowest administrative level who has been designated management and who assigns, reviews, or directs the work of the employee.
- d. Party means the grievant and the Employer.
- e. Workday means a regularly scheduled workday for an employee.

3. Time Limits

The time limits specified at each level are maximums. The time limit may, however, be extended by mutual written agreement of the parties. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step. The parties may agree to omit any step of the grievance procedure.

4. Appearance and Representation

Actions taken pursuant to this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses and Union representatives, entitled to be present to attend. Such actions shall be conducted during working hours, unless there is mutual agreement to other arrangements.

⁷No Changes- 7/2011; Amended 1,5,6,7,8,9b,12c,12d, Amended 1,2a,5,8c,8d: Added 6-11/2017; Amended 5, 6e1, 8a,8b,8d-8g, Added 8h- 6/2020;

5. Presentation

An employee may elect to have the Union present an alleged grievance or elect to present an alleged grievance without the Union present. Such presentation shall be consistent with the terms of the Agreement. The Employer shall not agree to a resolution of a grievance presented by an individual employee until the Union has received a copy of the grievance and the proposed resolution and has been given ten (10) workdays to file a response. If a grievance arises from the action of the immediate supervisor, the employee may request the involvement in the informal conference of another authority. If a grievance arises from the action of authority higher than the immediate supervisor, the employee may present such grievance at the appropriate step of the grievance procedure.

6. Process

a. Informal Discussion- Step 1

The alleged violation shall be discussed with the immediate supervisor/ director

b. Formal Grievance - Step 2 (Immediate Supervisor/Director)

- 1) If an alleged violation is not resolved through the informal step to the satisfaction of the grievant, a formal grievance may be initiated. Such grievance must be initiated no later than thirty (30) workdays after the occurrence of the act or omission giving rise to the grievance, provided the grievant knew or should have known of the event or circumstances.
- 2) A formal grievance shall be initiated in writing on a form prescribed by the Employer and approved by the Union and shall be filed with the immediate supervisor. The form shall be completed to show the following:
 - a) Grievant(s) name and work location.
 - b) Grievant(s) work function.
 - c) The date the grievance is delivered to the immediate supervisor.
 - d) The provision(s) of the agreement alleged to have been violated.
 - e) The circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
 - f) The remedy sought by the grievant(s).
 - g) The name of the representative, if any, chosen by the grievant(s).
 - h) Remarks.
 - i) The signature(s) of the grievant(s).
- 3) Within fifteen (15) workdays after the initiation of the formal grievance, the appropriate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and the Union's representative.

c. Formal Grievance - Step 3 (Director or Administrator)

- 1) If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision in writing within fifteen (15) workdays of receipt of the

supervisor's answer at Step 1, to the appropriate director or administrator above the Step 2 supervisor.

- 2) The appropriate director or administrator shall have a conference with the grievant and consider as fully as he/she deems necessary the circumstances of the grievance.
- 3) Within ten (10) work days of the filing of the appeal to Step 3, the appropriate administrator shall respond in writing to the grievant. That response shall state the administrators view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.

d. Formal Grievance - Step 4 (Human Resources)

- 1) If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision in writing within fifteen (15) workdays to the Assistant Superintendent/Human Resources or his/her designee. The grievant shall identify each aspect of the Step 3 decision with which the grievant disagrees.
- 2) The Assistant Superintendent/Human Resources or designee must investigate the grievance as fully as he/she deems necessary, and will provide for conferences with the grievant, which shall continue to have his/her right of representation. The Assistant Superintendent/Human Resources or designee shall respond to the grievant within fifteen (15) workdays of the appeal. That response shall state the Assistant Superintendent/Human Resources or designee's view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Union, a copy shall be sent to the Union.

e. Formal Grievance - Step 5 (Binding Arbitration)

- 1) If the grievant is not satisfied with the decision rendered pursuant to Step 4, the grievant shall have the right to refer the matter to arbitration provided the Union agrees.
- 2) Such referral shall be made within fifteen (15) workdays of receipt of his decision. On receipt of the demand for such arbitration, the parties shall have fifteen (15) workdays in which to agree on an arbitrator. If the parties fail to agree on an arbitrator, they will request a list of five (5) or seven (7) arbitrators from State Mediation and Conciliation Service and then will alternately strike names from that list. The determination of which party shall strike a name first shall be determined by lot. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement.
- 3) The decision of the arbitrator shall be final and binding on the parties.

7. Cost of Hearing

The fees and expenses of the arbitrator and any other costs incurred at his/her directions shall be shared equally by the parties. If there are multiple grievants, all of the grievants shall be considered as one (1) party for the purpose of sharing costs.

8. Shop Stewards

- a. In the Instructional Assistant Unit, the Union may designate up to six (6) Shop Stewards for the purpose of processing grievances, and attendance at meetings where an employee has reasonable expectation that discipline may be discussed.
- b. In the General Classified Unit, the Union may designate up to six (6) Shop Stewards for the purpose of processing grievances, and attendance at meetings where an employee has reasonable expectation that discipline may be discussed.
- c. The Union shall annually notify the Employer in writing by August 1 of those members of the Union designated as Shop Stewards and any subsequent changes.
- d. Each new Shop Steward will be allowed a maximum of eight (8) hours in their first year of Stewardship of paid time off for training by the Union. Existing Shop Stewards are allotted a total of 15 hours of paid time off amongst all Stewards for refresher trainings each fiscal year. Requests for time off for training must be provided with at least seven (7) workdays notice.
- e. For purposes of processing grievances, the Shop Steward shall be released upon request for a maximum of eight (8) hours, travel time inclusive, per month. Shop Steward's shall not leave work without prior approval of their supervisor; however, release time shall not be unreasonably denied. Time spent at a hearing or conference with management or supervisor shall not be charged against this maximum.
- f. The Shop Steward may be denied permission by the County Superintendent of Schools' representative to talk to the employee on his/her duty time if that will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the appropriate Deputy/Associate/Assistant Superintendent for determination.
- g. Upon entering another work location, the Shop Steward shall identify himself/herself, if possible, to the supervisor in charge of that location and state the purpose and expected duration of the visit.
- h. The Shop Steward shall report in, upon return to duty.

ARTICLE 8

UNION ORGANIZATIONAL SECURITY⁸

1. Employees who are currently members of the Union, or are new or returning members, may authorize deductions of member dues or initiation fees and/or assessments. Union deduction authorizations and cancellations will be provided to the employer by the Union.
2. The amounts deducted pursuant to Sections 8.1 shall be remitted monthly to the Union with an alphabetical list of the affected employees.
3. The Union agrees to furnish to the Employer a copy of the Union dues structure and any modifications thereto.
4. The Union agrees to pay the reasonable costs of defending or initiating action to enforce this provision and to indemnify the Employer against any claim or action brought against the Employer in respect to the deductions herein required or any action challenging enforcement of these provisions.

⁸ No changes- 7/2011; No changes- 6/2017; Remove section 5 and 6, Amend section 1 and 2- 4/2019; Amend 1- 6/2020;

ARTICLE 9

HOURS⁹

1. Work Assignments for General Classified

A. Full-time Assignments: The length of the workweek for full-time assignments shall be forty (40) hours.

(1) Normal Work Schedule

The work schedule for full-time employees shall normally be from 8:00 a.m. to 4:30 p.m. (with one half-hour for lunch) or 8:00 a.m. to 5:00 p.m. (with one hour for lunch) daily. Work hours may vary based on program need. Except for emergencies or call back provisions, pursuant to Article 10, section 5, employees are not required to respond to emails, texts, voicemails or other communications sent after work hours until they return to work.

(2) Flexible Work Schedule

Employees may work other than a normal work schedule by mutual consent with the Employer. The hours worked by current employees shall not be changed during the term of this Agreement except by mutual consent unless there is good cause. Where the 8:00 a.m. to 4:30 p.m. schedule applies, a rotating schedule will be established to allow for coverage until 5:00 p.m.

(3) 9/80 Flexible Work Schedule

With mutual agreement between the Employer and the permanent employee, a 9/80 flexible work schedule shall be established. The Employer may at its sole discretion modify and/or terminate the 9/80 flexible work schedule plan after meeting with the employee to discuss the reasons for such modification or termination. Upon employee request, Employer will respond within fifteen (15) business days. See Appendix K - also available on CCCOE website.

(4) 4/10 Flexible Summer Schedule (Stewart Building only)

The employees in the Stewart Building located at 77 Santa Barbara Road in Pleasant Hill may work a flexible 4/10 work schedule during the last two weeks in June, the full month of July, and the first two weeks in August each summer. Employees working the 4/10 work schedule will work four ten-hour days, Monday through Thursday, with Fridays off. The Stewart Building will be closed to the public on those Fridays.

The Fourth of July is an eight hour paid holiday. Employees may work 32 hours during the July 4th week or utilize vacation, personal necessity, or be given the opportunity to make up the difference.

Employees opting to work a 4/10 work schedule, will be given flexibility in scheduling their ten hour a day shift as long as they work during the core staffing hours of 8:00 a.m. to 5:00 p.m. The Stewart Building will be open from 6:00 a.m. to 7:00 p.m.

⁹ Added 1(4) 6/2014; Renumbering, Amended 1.A,1.A.3,1.A.5,1.B.1,2.A,2.C: Added 3.A.- 11/2017; Amended 1.A.1, 1.A.3, Added 2.D. 4- 6/2020;

Flexibility from department managers is expected and employees shall be treated with the same flexibility as others in other units or departments. Employees may request a change in their schedule, in writing, and in accordance with department needs. Supervisors shall not unreasonably deny schedule modifications.

(5) Breaks/Rest Periods

A fifteen (15) minute rest period shall be provided in the morning and afternoon. Such rest period shall occur at the approximate midpoint of the morning and afternoon, subject to the need to cover the workload. Rest periods shall not be used to shorten the work day, and shall not be cumulative except for employees who work at a jail or juvenile facility when there is a business need. Full time employees whose work assignment begins after 12:00 noon will be provided a paid thirty (30) minute lunch break.

B. Part-time Assignments

- (1) A part-time assignment is less than eight (8) hours a day. Part-time employees employed for four (4) consecutive hours per day shall have a fifteen (15) minute rest period. An employee working 75% of the workday, six (6) consecutive hours or more, shall be entitled to two (2) fifteen (15) minute rest periods. An unpaid lunch period shall be provided to part-time employees working more than four (4) hours per day. For employees working between four (4) and six (6) hours per day, an unpaid lunch period may be waived upon mutual agreement between the employee and the Employer.
- (2) An employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours.

2. Work Assignments for Instructional Assistants

- A. The assignment for each Instructional Assistant is determined by the normal school hours at each site.
- B. Instructional Assistants have a duty-free lunch period of one-half hour, which is not considered, paid work time. If an Instructional Assistant is requested by his/her immediate supervisor or the supervisor's designee to render assistance to a student or teacher during the lunch period, the Assistant shall be compensated for the lunch period at his/her regular rate of pay.
- C. The work schedule for Instructional Assistants shall be set by July 1 of each year. Thereafter, the schedule shall not be changed except for good cause or mutual consent of the employee and the Employer.
- D. Instructional Assistants working more than four (4) hours per day are entitled to a fifteen (15) minute break/rest period. Rest periods shall be taken at approximately midpoint of the day. Instructional Assistants working a minimum of six (6) hours per day shall be provided with two (2) rest periods. Such rest period shall occur at the approximate midpoint of the morning and afternoon, subject to the need to cover the

workload. Rest periods shall not be used to shorten the work day, and shall not be cumulative except for employees when there is a business need.

3. Work Assignments for Occupational Therapists

- A. Beginning in the 2018/2019 school year, Occupational Therapists (OT) will have a work year of 184 days. A calendar shall be submitted by each OT at the beginning of each year. The 184 days shall consist of 180 days of student interaction, one non-student, non-meeting work day at the beginning of each fiscal year for educational planning, and three (3) staff development days.

4. Employee Lactation Break(s)

In accordance with existing law, CCCOE has the legal responsibility to accommodate employees who wish to express breast milk while at work. To the extent possible, such break time shall run concurrently with the break time already provided to the employee.

Employees have a right to request a lactation accommodation at work. Employees, especially those working in a classroom, shall notify their supervisor in advance of their intent to make use of accommodations offered for employees who are choosing to express breast milk during work hours. As needed, the supervisor shall work with the employee to address arrangements and scheduling to ensure that the employees' essential job duties are covered during the break time.

The employer will provide employees with a private location, other than a restroom, that provides privacy and is free from intrusion. The lactation space must be safe, clean, and free of toxic or hazardous materials; contain a place to sit and a surface to place a breast pump and personal items; and have access to electricity or alternative devices, such as extension cords, needed to operate pump devices.

Lactation accommodations are considered on a case-by-case basis and may only be denied in limited circumstances and in accordance with the law.

The break time for an employee to express milk should, if possible, run concurrently with the employee's break time. If the time for an employee's break time does not run concurrently with the break time needed to express milk, or when additional time is necessary, the break time for the lactation accommodation will be extended. To the extent reasonable, employees will not be required to utilize leave accruals.

ARTICLE 10

OVERTIME¹⁰

1. **Defined**

Upon prior approval of the supervisor an employee may work overtime in an emergency or for other valid reasons. The choice of compensation for overtime is at the discretion of the supervisor and could be impacted by budget restrictions.

Overtime includes work on holidays, work in excess of eight (8) hours in any one day or forty (40) hours in any one week, or in accordance with applicable law. The form of overtime compensation, compensatory or overtime pay must be made clear to the employee prior to scheduling overtime.

2. **Compensation**

Overtime is paid at the rate of one and one-half times the employee's hourly rate of pay, or the employee may earn compensatory time off at the rate of one and one-half times the hours worked.

3. **Payment**

All paid overtime shall be paid in the first pay period following the time worked.

4. **Compensatory Time Off**

Compensatory time off is to be taken within four months from the date earned. Supervisor approval to use earned compensatory time off is to be provided within two days of an employee's request to take compensatory time off.

5. **Call Back Provisions**

An employee called back to work at other than a regularly scheduled time shall be entitled to a minimum of two (2) hours pay at the appropriate rate, plus mileage reimbursement at the rate established by the Agency.

An employee called back to work on a contract identified holiday, shall be entitled to a minimum of two (2) hours pay at double time rate, plus mileage reimbursement at the rate established by the Agency.

¹⁰ No changes- 7/2011; No changes- 6/2017; Amended 1- 6/2020;

ARTICLE 11

LEAVES¹¹

1. General Policy

An employee exercising the leave provisions of this Agreement, or the law, shall notify the Employer by contacting the electronic system and the site, using the notice procedure adopted by the site, of his/her need to be absent from work as soon as known. It is expected that the employee will notify the Employer in sufficient time to secure replacement personnel where required. Timely notification shall also include an estimate of the expected duration of the leave.

A. Break in Service

No leave of absence granted by the Employer shall be deemed to be a break in service.

B. Salary Step Advancement

No period of unpaid leave shall be counted toward time served for purposes of salary step advancement. Completion of at least 75% of the assigned work year for the employee in a paid status is a prerequisite to salary advancement.

C. Return to Position

Any employee returning from leave shall be returned to the work group and position held prior to taking such leave provided:

- (1) The position still exists; and
- (2) No employee in the classified service has been assigned to such position for a period exceeding one (1) year.
- (3) No employee returning from leave shall have greater right to a position than they would have had if they had not gone on leave.

D. Continuation of Health, Dental and Vision Coverage

- (1) The Employer shall continue to cover the employer-paid cost of benefits which the employee receives under Article 16, while on paid leave of absence. The employee will continue to be responsible for their share.
- (2) An employee on unpaid leave may continue his/her coverage under the Employer's health, dental and vision plans then in effect or changed during the period of leave. The employee shall remit the full cost of the premium to the Employer.

¹¹ No changes- 7/2011; Amended 1: New 2.d, Added 2.1,2.2,2.3.E,(6),(9),(10),B.3,D,D.8,E.1 family members E.2,3.A.3- 11/2017; Amended 2.A.5, 2.A.9, 2.E.1, 2.G.2- 6/2020;

2. Paid Leaves

A. Sick Leave- *The following Sections, including 2.b) (Personal Necessity Leave); 2.c) (Kin Care Leave); and 4) (Catastrophic Leave) are all related to the amount of sick leave the employee has accrued and has available for use.*

(1) General Classified

- (a) Each full-time employee shall receive one (1) day of leave for each month of employment for personal illness or injury. A full-time employee working 260-days per year shall be credited with twelve (12) days sick leave. Employees who work less than a regular schedule, or less than five (5) days per week shall be entitled to that proportion of the annual allowance as the number of days employed bears to the regular work year for the position assigned.

(2) Classroom Support

- (a) Employees who work a 180-day calendar shall be credited with ten (10) days of sick leave. If less than a 180-day calendar, the amount will be pro-rated.

(3) A classified employee may use sick leave for absences due to:

- (a) Accident or illness
- (b) Pregnancy, childbirth, and recovery
- (c) Medical or dental appointments
- (d) Industrial accident or illness when leave granted specifically for that purpose has been exhausted
- (e) For bonding with a newborn, or the placement of a child with the employee, during the Parental Leave period per AB 2393

(4) An employee shall follow the procedure above in General Policy to notify the Employer of his/her absence. It is expected that the employee will provide sufficient advance notice to secure substitute personnel where required. Such advance notice is preferably to be no less than two (2) hours prior to the start of work day assignment, except when circumstances are beyond the employee's control in which instance the employee will provide notice to the site as soon as possible.

(5) Unused sick leave will accrue from year to year. Unused accumulated sick leave will be converted to additional service credit when employee retires to increase CalPERS retirement allowance. Employee will receive .004 years of service credit for each day of accumulated sick leave in the calculation of retirement allowance. *(Example: An employee with 10 years' service retires with a balance of five hundred (500) hours sick leave. The sick leave conversion rate is 2000 hours = 1 year of service credit. $500/2000 = .25$. This results in an additional quarter year worth of service credit. The total service credit will be increased to 10.25 years, which increases monthly pension in retirement.)*

- (6) Sick leave is earned monthly but is advanced at the beginning of employment, or the beginning of each fiscal year per Education Code 45191. Upon separation of employment, sick leave that was advanced will be prorated and adjusted by the amount earned for actual time worked. If the adjustment results in an overuse of sick leave, the overuse shall be repaid by deduction from the final salary settlement.
- (7) Pregnancy Leave- Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, termination of pregnancy, and recovery therefrom are covered by sick leave provisions. The length of the leave of absence, including the anticipated date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician. The employee shall provide written notice and physician verification to Human Resources no later than the sixth month of pregnancy.
- (8) Return from Sick Leave- Verification is required after an absence of five (5) consecutive working days. The Employer reserves the right to require authoritative verification of illness for shorter periods of time when there is probable cause to require such verification. This could be whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

Before returning to work, an employee who has been absent for surgery, hospitalization, or following an absence of five (5) consecutive working days or longer, will be asked to submit a letter from his/her physician stating that he/she is able to return to work and stipulating any recommended restrictions or limitations

- (9) State Disability Insurance (SDI) – All regular classified employees contribute to the Employment Development Department (EDD) and are therefore eligible to apply for State Disability Insurance (SDI) and Paid Family Leave (PFL) benefits. Per SDI regulations, it is the employee's responsibility to ensure documentation of payment from SDI/ PFL are submitted to Human Resources and notify Human Resources of any changes in SDI/ PFL payment. As such, any payments provided to an employee by SDI/ PFL, must be reported to Human Resources.
- (10) Extended Illness Leave (Education Code 45196)- After all earned sick leave days at full pay have been used and additional absence due to illness, disability or accident is necessary, the employee shall receive the difference between his/her own salary and the amount paid to a substitute to a total of one hundred (100) days, inclusive of the earned sick leave days at full pay. The Employer shall provide to the employee the name of the substitute upon request.

In differential status, if a substitute's wages exceed the employee's wages, the employee is not responsible for the excess cost.

B. Personal Necessity Leave

- (1) An employee may use his/her accumulated sick leave in cases of personal necessity. Use of sick leave as personal necessity is limited to ten (10) days per fiscal year.
- (2) Personal necessity reasons include:
 - (a) A serious illness or injury of an employee's immediate family member
 - (b) Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
 - (c) Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions.
 - (d) Death of someone close to the employee not covered under bereavement leave provisions.
 - (e) Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order
 - (f) Fire, flood or other immediate danger to the home of the employee
 - (g) Child's classroom activity
 - (h) Graduation, wedding or other ceremonies (limited to two (2) days per event)
 - (i) Personal or legal business. This does not include any recreational use or any use related to employment either present or prospective. The business must be something that cannot be accomplished other than during the employee's regular working hours.
- (3) Advance approval of three (3) days is required except when the leave is due to death, serious injury, or illness to a member of the employee's immediate family, or an accident involving the employee's person, property, or the person or property of his/her immediate family.
- (4) Four (4) days of personal necessity leave may be used for any reason at the discretion of the employee except any concerted work stoppage. The employee shall not be required to give the reason for the use of these four (4) days.

C. Kin Care Leave

- (1) In addition to Personal Necessity, employees may use up to six (6) days of their yearly sick leave received for the purposes of attending to a child, parent, spouse, or registered domestic partner who is ill.
- (2) For purposes of sick leave use, a "child" is defined as a biological, foster or adopted child, stepchild or a legal ward. A "child" also may be someone you have accepted the duties and responsibilities for raising, even if he/she is not your legal child.

- (a) A "parent" is your biological, foster, or adoptive parent, stepparent, or legal guardian.
- (b) All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a child, spouse, registered domestic partner, or parent.

D. Parental Leave

- (1) Employees may elect to utilize up to twelve (12) weeks of sick leave and extended sick leave (differential leave) for purposes of child bonding following the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided under AB 2393.
- (2) To be eligible, an employee must have been employed for at least twelve (12) months prior to the effective date of the leave.
- (3) For birthing mothers, the twelve (12) week child bonding will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.
- (4) The leave must be completed within one year of the birth, adoption or placement.
- (5) In the event the child-care leave expiration falls during the last five (5) weeks of the school year, the employee's leave shall be extended until the beginning of the next school year.
- (6) Parental leave will run concurrently with the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).
- (7) Should the employee exhaust his/her accumulated sick leave prior to expiration of the twelve (12) week parental leave, s/he shall be entitled to differential pay as defined in Article 10.2.a.9 and Education Code 45196, for the balance of the twelve (12) week period.
- (8) Employees using parental leave must provide a written request at least thirty (30) calendar days prior to intent to take parental leave, except in the case of emergency or unforeseen circumstances, in which the employee will provide notice as soon as known.

E. Bereavement Leave

- (1) Each employee shall be entitled to three (3) (consecutive or non-consecutive) workdays of paid leave of absence or five (5) workdays if travel exceeds 400 miles one-way on account of death of any member of his/her immediate family. If travel exceeds 1,500 miles one way, employees shall be entitled to six (6) workdays of paid leave of absence. Leave to be taken within 12 months of the passing.

- (2) Due to the loss of a child, step-child, spouse or registered domestic partner, mother, father, step-mother or step-father each employee shall be entitled to five (5) (consecutive or non-consecutive) workdays of bereavement. If travel exceeds 1,500 miles one way, employees shall be entitled to six (6) workdays of paid leave of absence.
- (3) Immediate family of the employee or of his/her spouse or registered domestic partner for the purposes of this section, means the mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, brother, step brother, brother-in-law, sister, step-sister, sister-in-law, step-child, step-parent, aunt, uncle, niece, nephew. Also includes, any relative or person, other than a renter, living in the immediate household/legal residence of the employee.
- (4) The employee shall report the absence in accordance with established procedures.

F. Industrial Accident or Illness Leave

- (1) Eligibility for workers' compensation benefits shall be in accordance with the provisions established by Contra Costa County Schools Insurance Group (CCCSIG) to provide self-insurance workers' compensation coverage for employees and as defined by Ed. Code. (See site administrator for reporting process and paperwork.)
- (2) Allowable leave for industrial accidents and illnesses shall be for a maximum of sixty (60) days in any one fiscal year for the same accident or illness. Allowable leave for industrial accident or illness shall not be accumulated from year to year.
- (3) Industrial accident or illness leave shall commence on the first full day of absence following an accepted claim.
- (4) When an employee is absent from his/her duties on account of any industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary workers' compensation benefit, will result in payment to him/her of not more than his/her full salary.
- (5) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- (6) When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- (7) If the employee is not medically able to return to work upon termination of the sixty (60) days of industrial accident or illness leave, he/she shall be entitled to sick leave and to apply for paid/unpaid leave as appropriate. For the

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

- (8) During any paid leave of absence, the employee shall endorse to the Employer the temporary workers' compensation checks received on account of his/her industrial accident or illness. The Employer shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- (9) The employee shall qualify for the provisions of this policy when he/she assumes a position with the Employer.
- (10) Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Employer authorizes travel outside the State.
- (11) An employee requesting or claiming leave of absence for an industrial accident or illness is required to provide a doctor's statement to Human Resources verifying the employee is unable to fulfill his/her regular duties because of the injury or illness.
- (12) An employee returning to his/her position from an industrial accident or illness leave granted under the provisions of this section is required to submit a physician's statement verifying that he/she is able to resume the responsibilities of his/her position.

G. Jury Duty

- (1) An employee shall be granted a paid leave of absence when he/she is called for jury duty. A copy of the court order shall be submitted to their immediate supervisor as soon as the date of the appearance is known. Immediately upon returning to duty, the employee shall report the absence in accordance with established procedures.
- (2) Employees are considered government employees and are therefore not entitled to juror pay. Employees granted such leaves of absence shall waive juror pay, but if collected, shall submit to the Employer any amount received as a jury fee, less any amount paid for travel, meals, or lodging.

H. Court Subpoena

- (1) An employee shall be granted a paid leave of absence when he/she is subpoenaed. A copy of the subpoena shall be submitted to their immediate supervisor as soon as the date of the appearance is known. Immediately upon returning to duty, the employee shall report the absence in accordance with established procedures.

3. Unpaid Leaves

A. Leave Authorization

- (1) An employee may be granted up to thirty (30) workdays unpaid leave at the discretion of the appropriate Deputy/Associate/Assistant Superintendent.
- (2) Unpaid leave beyond thirty (30) workdays may be granted at the discretion of the Employer.
- (3) All unpaid leave requests must be received ten (10) business days prior to requested date of leave.

B. Usage

- (1) Among other things, this leave could be used for recovery from illness or injury following exhaustion of all other payable leaves.
- (2) This leave is additional to any other leave provided by this Agreement.

C. Federal Family and Medical Leave Act (FMLA) and California Family Rights Act

- (1) The Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees, for certain qualifying family and medical reasons.
- (2) To qualify for this leave, the member must have all of the following:
 - (a) Been employed with the Employer for at least twelve (12) months;
 - (b) Physically worked 1250 hours during the twelve (12) month period immediately prior to the commencement of the leave;
 - (c) Have a serious health condition, or be caring for a family with a serious health condition as defined by the Department of Labor;
 - (d) Complete the appropriate forms and return them to Human Resources.
- (3) See Appendix E for more information.

D. Military Leave

- (1) The rights of employees to military leave are as specified in the Military and Veterans' Code.

E. Conference Leave

- (1) Unit Officer/Designee of the Union shall be entitled to a maximum cumulative total of six (6) workdays of paid leave for each Officer/Designee for the purpose of attending Union conferences.

- (2) Such leave may be denied if the needs of the Employer permit no alternative to the service of the employee on the day(s) sought for such leave.

F. Additional Leave for Non-Industrial Accident or Illness; Reemployment Preference

- (1) Applicable provisions of California Education Code Section 45195 provide potential rights to additional leave and placement on a reemployment list.

4. Catastrophic Leave

A. "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/she has exhausted all of his/her sick leave and other paid time off.

B. "Eligible Leave Credits" mean sick leave accrued by the donating employee.

C. Requirements/Conditions

- (1) All employees, permanent, full-time or part-time (at least 50%), shall be eligible to participate in the program.

- (2) Members of the Bargaining Unit may apply for and receive catastrophic leave provided the following conditions are met:

- (a) After exhaustion of all available leave credits, an employee may request, on the approved form, a specific amount of leave donation for self or care of a member of family as defined in 10.4.k. (Catastrophic Leave) of this Article.

- (b) The employee (or an employee's family member for whom the employee must care) must have suffered an incapacitating illness or injury which falls within the provisions of 10.4.a. (Catastrophic Leave) of this Article.

- (c) The Employer must determine that the employee is unable to work because of the employee's personal or family catastrophic illness after adequate proof of illness has been provided in accordance with Education Code Section 44043.5 to include but not be limited to a physician's verification of illness and declaration of compliance with the requirements of this leave. Falsification of leave verification will be grounds for discipline. Discipline will be incremental: 1) verbal reprimand; 2) written reprimand; and 3) removal from participation in the program for just cause.

- (d) If the transfer of eligible leave credits is approved by the Employer, any employee may at the time of donation, donate eligible leave credits at a minimum of one (1) day, not to exceed twenty (20) days.

- (e) No employee is eligible for catastrophic leave if that employee has used more than seventy percent (70%) of his/her credited sick leave in two of the last three years. The Employer may waive this provision in verified instances of continuing illness or accident.
- (f) Participation is voluntary. Donations and transfers are confidential and irrevocable. The donor must maintain a minimum of five (5) days of accumulated sick leave, and donations shall be in one-day increments.
- (g) Stress claims shall be excluded from this program. However, physical manifestations such as heart disease or high blood pressure shall be included.
- (h) An employee who receives paid leave pursuant to this section shall first use any leave credits that he/she continues to accrue on a monthly basis.
- (i) Employees who apply to this program will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential.
- (j) In the event this leave category is canceled, the days shall be returned to those employees who have donated them.
- (k) Family shall be defined as the employee's spouse, registered domestic partner, parent, grandparent, any child for which the employee has primary responsibility, or sibling. In special circumstances, the definition of "family" may be expanded to include other individuals by mutual agreement between the Employer, Union and the employee.
- (l) The Employer has responsibility and authority for final decisions regarding participation in this program.

ARTICLE 12

EVALUATION¹²

1. The goal of the employee evaluation process is to assist each employee to perform his/her present job effectively to the mutual benefit of the employee and the Employer.
2. This Article is limited to the procedural aspects relating to the process used to evaluate formally any employee by the supervisor. A "formal" evaluation is limited to the process followed over a designated period of time which results in a written document assessing an employee's competency in meeting the requirements of that employee's position or objectives for a said period of time.
3. Employees shall be evaluated by their designated supervisor(s) during their probationary service. Each employee will meet with his/her supervisor in the first two (2) months of employment to go over the specific job duties, job description and be provided an initial evaluation. For General Classified employees, an additional four (4) month evaluation will also be completed. Permanent status, following the six (6) month probationary period, is contingent upon a final six (six) month satisfactory evaluation. The probationary period shall not exceed six months or 130 days of paid service, whichever is longer. A permanent employee who accepts a promotion and fails to complete the probationary period for the promotional position, shall be employed in the classification from which the employee was promoted.

Employees who achieve permanent status shall be evaluated at least annually. Employees who achieve permanent status and have advanced to the top step of their respective salary range, and whose last evaluation was satisfactory may shall be evaluated a minimum of once every other year. After a transfer, an employee shall be evaluated after six months and then once every other year if the last evaluation was satisfactory. Annual evaluations are available upon written request from either party.

For annual evaluations, supervisors shall have a minimum of six (6) months of direct supervision of the employee prior to providing the employee with an evaluation.

4. The evaluation shall be discussed with the employee, and the form shall be signed by the employee to only indicate that he/she has read the evaluation. The employee may respond in writing on the form or attach a written response.
5. No evaluation of any employee shall be placed in the personnel file without an opportunity for discussion between the employee and the evaluator(s). Evaluations shall be based upon the direct observation and knowledge of the evaluator and shall not be based upon hearsay. If evaluation contains a negative comment, the evaluator must have had a prior conversation with the employee about the issue(s). Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. If an employee is placed on an Improvement Plan, completion dates should be clearly stated.

¹² No changes- 7/2011; Amended 1,2,3,4,6- 6/2017; Add third sentence in section 5- 4/2019; Amended 3- 6/2020;

6. The completed and signed evaluation form shall be provided as follows: 1) one copy to the employee; 2) one copy to the evaluator; and 3) one copy to Human Resources. (See Appendix D – can also be found on the CCCOE Website)

ARTICLE 13

PERSONNEL FILES¹³

1. Contents

The personnel files are comprised of three separate files, the employee file, the confidential file and the attendance file.

Items located in the employee file relate to the employment and performance. This includes, but is not limited to, the job posting and application, offer of employment, pre-employment documents, personnel action forms, education verification, tuition/ course reimbursement, evaluations, commendations, training completions, address/ name changes, disciplinary documents.

Items located in the confidential file include, but are not limited to, birth certificates, marriage certificates, beneficiary forms, benefit plan forms, child support information, disability information, work-related health documents, emergency information, leave of absence requests, legal actions, documents with social security numbers, verification of employment.

Items located in the attendance file include, but are not limited to, timesheets, payroll adjustments, jury duty requests and requests for overtime/ straight time usage and accruals.

2. Location

Personnel files shall be maintained in the Human Resources Department. Such files are confidential.

3. Access

- a. Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the employee involved. Such material is not to include ratings, reports, or records which:
 - were obtained prior to the employment of the person involved;
 - were prepared by identifiable examination/interview committee members;
 - were obtained in connection with a promotional examination/interview.
- b. Every employee shall have the right to inspect such materials on request. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice, a copy of the derogatory information, and an opportunity to review and comment. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments. Accommodations can be made if an employee is unable to view his/her personnel file during normal business hours.

¹³ No changes- 7/2011; Added section 1, Revised section 5- 6/2017; No change- 6/2020;

4. Authorization

Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of materials in such employee's personnel file. Such reviews shall be made in the Human Resources Department subject to the presence of a member of the staff or designee.

5. Disciplinary Action

No disciplinary or adverse action shall be taken against an employee based upon material in a personnel file unless for progressive disciplinary purposes. No disciplinary action shall be taken for any action which arose more than two years preceding the date of the notice of intent to take disciplinary action, unless the action was concealed or not disclosed by the employee when disclosure would have been reasonable.

ARTICLE 14

TRANSFER AND REASSIGNMENT¹⁴

1. Definition

A “transfer” is the voluntary or involuntary lateral movement within classification of a member from one building or work site to another. “Reassignment” is the voluntary or involuntary lateral movement within classification of a member from one position to another position at the same building or work site.

2. Voluntary Reassignment Procedure

- a. Where a vacancy exists in a classification in which there are employees assigned in the same classification, these employees will be notified of such vacancy by written notice from Human Resources where the vacancy exists. These employees will have two (2) workdays after notification within which to inform the supervisor of his/her/their interest in being considered for voluntary reassignment to the vacancy.
- b. If the vacancy is not filled by reassignment, all vacancies within the Bargaining Unit shall be posted on Edjoin.org and may be accessed on the CCCOE Employment Opportunity web page.
- c. Upon request, an employee who has applied for the vacancy shall be given the reason(s) that he/she was not selected.
- d. The grievance procedure may be accessed by a member whose reassignment request under this section is not granted if the member believes the reassignment procedure under this section has not been followed.

3. Voluntary Transfer

- a. All vacancies within the Bargaining Unit shall be posted at all work sites where employees in the Unit are regularly assigned for a period of five (5) workdays.
- b. Job announcements for transfer positions will be posted for at least five (5) workdays. If three (3) or more qualified employees with permanent status apply for the transfer, they will be considered for the position. In such instance, the administrator making the selection decision will give consideration to selecting the best qualified employee (**see “Article 14.3.e”**).
- c. During that posting period, the vacancy will not be permanently filled. Permanent employees shall be interviewed before outside candidates are considered.

¹⁴ Revisions to 2.b., 3.b., 4.b., 5.a. and 5.b. – 7/2011; Amended 2.a,2.b,5.a: Added 3.b,3.h- 6/2017; No changes- 6/2020; Amended 3.b, 3.e – 3/2021

d. The posting shall state:

- the site of the vacancy
- the number of hours regularly assigned
- the job classification
- any special program requirements
- date of posting

e. **Each criteria may be used in determining the best qualified applicant.** The administrator making the selection decision shall consider **the following (criteria is not listed in order of importance):**

- **The length (seniority) of service *rendered to the CCCOE by the employee***
- **Qualifications including experience, recent professional development, and education**
- **Current professional references which attest to the staff member's ability to satisfy the requirements of the position**

f. An employee who has applied for the vacancy shall be given the reason(s) for his/her being unsuccessful, upon request. If the employee is still unsatisfied, he/she shall be entitled to a conference with the hiring administrator upon request.

g. The grievance procedure may be accessed by a member whose transfer request is not granted following the conference with the hiring administrator, if such member believes the established transfer procedure and/or requirement have not been followed.

h. Within ten (10) working days following a transfer to a new position, the employee or supervisor of the position shall have the right to exercise the option to have the employee return to the employees' former position. If the supervisor is exercising this right, justification shall be provided.

4. Involuntary Transfer/Reassignment

a. Employees may be transferred because of vacancies or surplus staff. The administrator making the selection decision shall have the right to select the least senior employee. Except in the case of an emergency, no such transfer shall be made without five (5) workdays notice to the employee.

b. The employee may discuss the transfer with his/her immediate supervisor and with the supervisor at the proposed work site. Personal preferences of the employee(s) involved shall be considered, especially when undue hardship exists and is verifiable.

c. The grievance procedure may be accessed by a member if the member believes the involuntary transfer/ reassignment procedure and/or requirements have not been followed.

5. Administrative Transfer

a. Involuntary transfers initiated for reasons other than vacancies or excess staff (shall not be for arbitrary or capricious reasons) such that the transfer is in the best interest of the school or other work site.

- b. The employee may discuss the transfer with his/her immediate supervisor and with the supervisor at the proposed work site. Personal preferences of the employee(s) involved shall be considered, especially when undue hardship exists and is verifiable.
- c. When a transfer pursuant to this subdivision is made, the employee shall be given a written statement of the reason(s) for the transfer. The employee may file a grievance at Step 3 of the Grievance Procedure within five (5) workdays of receipt of such notice. The decision at Step 3 may be taken to Step 4 as provided in the Grievance Procedure. The Union must be notified prior to occurrence of transfer.

ARTICLE 15

SAFETY¹⁵

1. Employees shall not be required to work under conditions, which are unsafe or unsanitary, or to perform tasks, which endanger their health, safety or well-being. Alleged violations of safe working conditions shall be reported immediately by the employee to his/her immediate supervisor. If the situation has not been resolved within a reasonable period of time, the employee may submit the completed Safety or Health Hazard Form (see Appendix C – can also be found on the CCCOE Website) to their supervisor. The supervisor shall respond in writing to the employee (with a copy to the Safety Coordinator) the action to be taken and reasonable time line.
2. Employees shall report immediately to their supervisors any assault or threat upon their person or property which arises out of their employment. The supervisor and employee shall immediately report the matter to the appropriate law enforcement agency.
3. An employee who is physically harmed by an assault or an attack and who so requests shall be immediately released from duty for the remainder of the day of the assault or attack. When an employee is verbally threatened, the employee shall report the threat to the site administrator. If the employee requests release for the remainder of the day due to a verbal threat, the site administrator shall determine if release shall be granted. These release days shall not be charged against any of the employee's accrued or accumulated leaves.
4. The Employer acknowledges that an employee may need to exercise non-harmful physical interventions to protect a student/ employee from serious bodily harm. Employees shall be trained in and make every reasonable effort to utilize a program, whenever possible and appropriate, (example CPI) that teaches appropriate de-escalation techniques and physical intervention.
5. The Employer shall be responsible for the distribution of safety rules for all personnel. The Illness Injury Prevention Program (IIPP) is distributed to all new employees.
6. A joint employee-management Safety Advisory Committee will be coordinated by the Safety Coordinator. The committee shall meet at least quarterly to review safety practices and maintain effective communication on safety matters affecting employees covered by this Agreement. The committee shall consist of two (2) representatives from management and two (2) representatives from each Bargaining Unit appointed by the Union. Release time shall be provided to employees to attend meetings during regular work hours.

¹⁵ No changes- 7/2011; New section 3,4: Amend section 1,2- 6/2017; No changes- 6/2020;

ARTICLE 16

PROMOTION¹⁶

1. It is the policy of the Employer to encourage the general practice of promotion from within.
2. Job announcements for promotional/open positions will be posted for at least five (5) workdays. If three (3) or more qualified employees with permanent status apply for the promotion, they will be considered for the position. In such instance, the administrator making the selection decision will give consideration to selecting the best qualified employee whose name is on the list. In addition, the hire date seniority of the employee is to be considered.
3. If there is a vacancy and the classification is going to change, the Union must be notified.

¹⁶ No changes- 7/2011; No changes 6/2017; No changes 6/2020;

ARTICLE 17

BENEFITS¹⁷

1. Medical, Dental, and Vision Insurance

- a. Effective July 1, 2002, medical benefits shall be offered through CalPERS Health Plans.
- b. The Employer shall pay up to eight percent (8%) of future premium increases for medical, dental, and vision plans. In the event that a medical plan has a premium decrease (<0%), the Employer will apply ninety percent (90%) of the premium decrease towards Employer contribution and ten percent (10%) towards employee plan premiums.
- c. Each employee shall pay through payroll deduction any premium cost in excess of the Employer's contribution. Each employee may select from among the plans made available by the Employer and the Union.

2. Medical Insurance

Effective **January 1, 2021**, the Employer and employees shall pay the following toward medical premiums:

Kaiser	Agency Pays	Employee Pays	Total
Single	\$ 813.64	\$.00	\$ 813.64
2-Party	\$1558.00	\$ 69.28	\$1627.28
Family	\$2004.62	\$ 110.84	\$2115.46
Blue Shield Access +	Agency Pays	Employee Pays	Total
Single	\$ 1056.66	\$ 113.42	\$1170.08
2-Party	\$2044.03	\$ 296.13	\$2340.16
Family	\$2636.44	\$ 405.77	\$3042.21
Anthem HMO Select	Agency Pays	Employee Pays	Total
Single	\$ 925.60	\$.00	\$925.60
2-Party	\$1851.20	\$.00	\$1851.20
Family	\$2406.56	\$.00	\$2406.56
Anthem HMO Traditional	Agency Pays	Employee Pays	Total
Single	\$1079.22	\$228.64	\$1307.86
2-Party	\$2089.17	\$526.55	\$2615.72
Family	\$2695.13	\$705.31	\$3400.44
Health Net SmartCare	Agency Pays	Employee Pays	Total
Single	\$952.10	\$168.11	\$1120.21
2-Party	\$1834.94	\$405.48	\$2240.42
Family	\$2364.64	\$547.91	\$2912.55
Western Health	Agency Pays	Employee Pays	Total
Single	\$ 745.72	\$ 11.30	\$757.02
2-Party	\$1422.15	\$ 91.89	\$1514.04
Family	\$1828.01	\$ 140.24	\$1968.25
PERS Choice PPO	Agency Pays	Employee Pays	Total
Single	\$845.13	\$90.71	\$935.84
2-Party	\$1620.95	\$250.73	\$1871.68
Family	\$2086.48	\$346.70	\$2433.18

¹⁷ Section 2 amended with new rates annually; Section 12.a. amended; Section 13.a. amended, 6/2014; Section 1.b. amended, Section 10 added, Section 11 title change 6/2015; Section 5 Amended, Section 12.b. Added 4/2016; New rates 2,3,4: Amended 9,12.a,12.b.(1),12.b.(2).(a),12.b.(2).(a).ii,14.b.(1)&(2): Added 13; Amended 13.a- 6/2017; Section 2, new rates- 4/2019; Amended 12.b.2.iii, 17 added b.c.d, Renumbered 13, removed (3) updated (2)- 6/2020; Section 2, new rates- 3/2021;

PERS Select PPO	Agency Pays	Employee Pays	Total
Single	\$ 566.67	\$.00	\$566.67
2-Party	\$1133.34	\$.00	\$1133.34
Family	\$1436.86	\$36.48	\$1473.34
PERS Care PPO	Agency Pays	Employee Pays	Total
Single	\$ 904.88	\$ 389.81	\$1294.69
2-Party	\$1740.48	\$ 848.90	\$2589.38
Family	\$2241.84	\$ 1124.35	\$3366.19
United Healthcare	Agency Pays	Employee Pays	Total
Single	\$813.64	\$127.53	\$941.17
2-Party	\$1558.00	\$324.34	\$1882.34
Family	\$2004.62	\$442.42	\$2447.04

Effective until 12/31/2021- See website: <http://www.cccoe.k12.ca.us/supe/hr/classben.html> for future increases

3. Dental Insurance

Effective January 1, 2018, the Employer shall pay up to \$59.89 per month toward the premium of each employee enrolled in the Delta Dental plan, and up to \$111.23 for two-party, and \$169.09 for a family.

4. Vision Insurance

Effective January 1, 2018, the Employer shall pay up to \$8.54 per month toward the premium of each employee enrolled in VSP, and up to \$17.82 for two-party, and \$25.61 for a family.

5. Cash-In Lieu

When an employee declines medical coverage under the employer's group medical insurance plan, the Employer shall offer a taxable monthly cash in lieu dollar amount of \$335.07. The employer shall pay premiums for single party mandatory vision and dental enrollment. This will not reduce the cash in lieu benefit. If an employee chooses to enroll dependents in dental and/or vision coverage, the premiums for the dependents will be deducted from the \$335.07 monthly cash in lieu dollar amount. An employee must provide written documentation to assure that they have equivalent medical coverage provided from other sources. Whenever the outside equivalent medical coverage is terminated, the employee will provide immediate notification to the Employer. Enrollment in the Employer-sponsored medical program will be required.

6. Tax Shelters

Employees are entitled to participate in shelters to reduce their taxable income. Employees may select from among the plans made available.

7. Internal Revenue Code (IRC) 125 Plan

The Employer and designated Representatives of the Classified Units agree to work together to maintain and improve participation in the IRC 125 Plan. The parties will work in conjunction with an outside consultant as appropriate and in keeping with legal requirements.

8. State Disability Insurance (SDI)

The Employer shall administer the provision of state disability insurance coverage for employees under Sections 710.4 and 710.5 of the California Unemployment Insurance Code. Such coverage will be subject to the limitations outlined in the above noted Code Sections.

9. Life Insurance

The Employer shall provide a \$25,000 life insurance policy for each employee at no cost to the member. An employee may purchase additional coverage at his or her own cost.

10. Retirement Plans

The Employer participates in the California Public Employees' Retirement System (CalPERS) and the California State Teacher's Retirement System (CalSTRS).

- a. Tier 1. The Employer shall maintain CalPERS benefits for Unit employees who are deemed to be "classic members" and who are employed with the Employer in a classified position on or prior to December 31, 2012. The CalPERS benefit shall be based upon the 2% @ 55 retirement benefit formula.

For classified employees who participate in the CalSTRS retirement plan, the CalSTRS benefit shall be based upon the 2% @ 60 retirement benefit formula.

- b. Tier 2. Public Employees' Pension Reform Act of 2013 (PEPRA) Implementation. For Unit employees who are employed with the Employer in a classified position on or after January 1, 2013, and who are deemed by CalPERS to be "new members", the Employer shall provide retirement coverage based upon the 2% @ 62 retirement benefit formula.

For classified employees who participate in the CalSTRS retirement plan, the CalSTRS benefit shall be based upon the 2% @ 62 benefit formula.

- c. For Unit employees who are employed with the Employer in a classified position on or after January 1, 2013, and who are deemed by CalPERS to be "classic members", Tier 1 benefits shall apply.

11. Post-Retirement Health Benefits

The Employer shall provide a health, dental, and vision insurance plans for the retiree only who meets the following criteria:

a. Employees hired prior to July 1, 2011:

- (1) Employee is age fifty-five (55) or more at the time of retirement.
- (2) Employee has been in paid status in the employment of the Contra Costa Superintendent of Schools for the five (5) years immediately preceding retirement date.
- (3) Employee must be enrolled in health, dental, and vision plans prior to the date of retirement.
- (4) If a retiree moves to an area where the current health plan carriers do not have operations, the retiree could choose a comparable medical provider available in that area and apply for an individual plan. The Employer would reimburse the retiree an amount not to exceed the cost of equivalent coverage available from our current health plan and shall not exceed the amount being paid for an active bargaining employee.

- (5) The payment of such premiums shall continue until age sixty-five (65) or until employee qualifies for Medicare or Medi-Cal benefits, with the Employer paying up to the maximum single-party Kaiser HMO or single-party Blue Shield HMO as established under CalPERS. At this time, the employee will be eligible to continue group health benefits through CalPERS.

b. New employees hired after July 1, 2011:

- (1) Employee is age fifty-five (55) or more at the time of retirement.
- (2) Employee has been in paid status in the employment of the Contra Costa Superintendent of Schools for the ten (10) years immediately preceding retirement date.
- (3) Employee must be enrolled in health, dental, and vision plans prior to the date of retirement.
- (4) If a retiree moves to an area where the current health plan carriers do not have operations, the retiree could choose a comparable medical provider available in that area and apply for an individual plan. The Employer would reimburse the retiree an amount not to exceed the cost of equivalent coverage available from our current health plan and shall not exceed the amount being paid for an active bargaining employee.
- (5) The payment of such premiums shall continue until age sixty-five (65) or until employee qualifies for Medicare or Medi-Cal benefits, with the Employer paying up to the maximum single-party Kaiser HMO or single-party Blue Shield HMO as established under CalPERS. At this time, the employee will be eligible to continue group health benefits through CalPERS.

c. New employees hired after July 1, 2011:

- (1) Employee is age sixty (60) or more at the time of retirement.
- (2) Employee has been in paid status in the employment of the Contra Costa Superintendent of Schools for the five (5) years immediately preceding retirement date.
- (3) Employee must be enrolled in health, dental, and vision plans prior to the date of retirement.
- (4) If a retiree moves to an area where the current health plan carriers do not have operations, the retiree could choose a comparable medical provider available in that area and apply for an individual plan. The Employer would reimburse the retiree an amount not to exceed the cost of equivalent coverage available from our current health plan and shall not exceed the amount being paid for an active bargaining employee.
- (5) The payment of such premiums shall continue until age sixty-five (65) or until employee qualifies for Medicare or Medi-Cal benefits, with the Employer paying

up to the maximum single-party Kaiser HMO or single-party Blue Shield HMO as established under CalPERS. At this time, the employee will be eligible to continue group health benefits through CalPERS.

12. Holidays

- a. The Employer shall provide the following thirteen (13) legal and local holidays for each full-time employee:

Independence Day	New Year's Day
Labor Day	Day preceding or following New Year's Day
Veteran's Day	Martin Luther King's Birthday
Thanksgiving Day	Washington's Birthday
Day following Thanksgiving	Lincoln's Birthday *
Christmas Day	Memorial Day
Day preceding or following Christmas Day	

*Date of holiday may vary by site calendar

An employee must be in a paid status on the workday immediately preceding or succeeding the above-designated holidays to be eligible for this paid benefit.

b. 260 vs. 261 Work Days

- (1) For employees whose work is based on a 260-day work calendar, the Employer recognizes that on average there are 261 scheduled work days. To resolve, the Employer will provide a non-work day which will have no impact on employee pay. Non-work days have no cash value and must be used during the fiscal year.

- (2) Effective 7/1/2016, 12-month and 11-month employees will be granted the following to address the matter of 260 vs. 261 work days discrepancies;

1. 1 non-work day to be taken on the Wednesday before the Thanksgiving holiday.

(a) This non-work day will only be provided to employees who are in paid status on the Wednesday prior to the Thanksgiving holiday.

2. For Instructional Assistants and General Classified positions working at a school site that is in session on the Wednesday before the Thanksgiving holiday, a flexible non-work day will be provided in lieu of taking the Wednesday off.

3. Every Leap Year, which may result in 262 day work year, a non-work day will be awarded to employees who were in paid status on 2/29. The day will be taken between March 1 and June 30 of the Leap Year.

13. Floating Holiday

a. General Classified

Effective July 1, 1997, each regular General Classified employee shall be granted one (1) floating holiday per fiscal year (non-cumulative), consistent with departmental scheduling, with three (3) days prior approval by the immediate supervisor.

Approval shall be withheld if the holiday would interfere with efficient department/program/site operations, or adversely affect classroom students.

If departments/programs/sites are adversely affected because of multiple requests for the same floating holiday, the request received first would be given preference.

Floating holidays may be taken in whole or half day increments.

b. Instructional Assistants

Effective July 1, 1998, each permanent Instructional Assistant employee shall be granted one (1) personal holiday per school year. Guidelines for the personal holiday are listed below:

- (1) Instructional Assistants shall be given a personal holiday on a non-student day that will be scheduled in every Student Program and Services calendar. The date of this holiday would vary by program, but would be the same date for all Instructional Assistants in that program. For example, all Instructional Assistants in the East County Regional Programs shall take the same day.
- (2) The annual Institute Day is a mandatory workday. This personal holiday shall not be taken on the CCCOE annual Institute Day.
- (3) This is based upon the requirement that no substitute be hired to replace the Instructional Assistants and would not result in additional costs.

14. Vacation

a. Accrual

The Employer shall provide each full-time, twelve (12) month employee vacation accrual as follows:

Beginning with the first year of service through 14 years of service	15 days per year
Beginning with the 15 th year of service through 20 years of service	20 days per year
Beginning with the 21 st year of service through 25 years of service	25 days per year
Beginning with the 26 th year of service through 30 years of service	30 days per year
Beginning with the 31 st year of service and beyond	35 days per year (Five of these days to be paid the month of the anniversary of full-time employment)

b. Usage

- (1) Only permanent (non-probationary) employees are entitled to vacation
- (2) Employees should request in writing and schedule their vacations as far in advance as possible. The employee's request for vacation shall normally be approved unless the Employer determines there will be an adverse effect on the department. Within five (5) workdays of receipt of the employee's request, the Employer shall respond in writing. In the event that there are multiple requests for the same time, the time shall be granted to the employee with the higher seniority date, regardless of classification.

c. Proration

The Employer shall provide each employee who works less than full-time vacation accrual on a prorata basis at the same ratio as his/her work assignment relates to a full-time assignment.

d. School Year Assignments

Employees assigned to less than a twelve (12) month schedule and that work on a school year basis will use accrued vacation during the Winter and Spring Recesses. Only if their vacation accrual exceeds the days stated in the period above, exclusive of Saturdays and Sundays, shall the employee be entitled to take vacation on a scheduled workday, or for disability due to illness or injury, and then only to the extent all sick leave has been exhausted. For these employees, such excess accrual shall be subject to the rules governing accumulation stated below.

Twelve (12) month Instructional Assistants and Tutors shall have the option of taking leave without pay or vacation on days their site is closed for Winter or Spring Recess (Does not include Staff Development Days).

e. Accumulation

An employee may accumulate vacation time to the extent of twice the annual accrual. Accumulated vacation time is printed on monthly pay stubs. It is the employee's responsibility to seek approval to use accumulated vacation time. If two successive requests for vacation are denied, the amount of time sought may be accumulated for an additional year.

Upon reaching 31+ years employment, an employee may accumulate vacation time to the extent of twice the annual amount not to exceed 480 hours. Additional time earned (five [5] days) will be paid by in the month of the anniversary of their full-time employment.

f. Vacation Sell-Back

- (1) General Classified Unit and 12-Month Instructional Assistants

No later than July 1, an employee may submit a written request to Human Resources that includes the number (up to 40) of vacation hours they request to sell back.

Upon verification of excess vacation hours by Human Resources after the July 15 attendance report, the vacation pay-out will be processed.

Vacation pay-out will be at the employee's current rate of pay and paid on the July payroll check.

(2) 10- or 11-Month Instructional Assistant Employees

Instructional Assistants who accrue additional vacation time hours based on years of service and/or extended year shall be paid for any hours in excess of five days each year on July 31.

g. Scheduling Vacations

Employees should request in writing and schedule their vacations as far in advance as possible. The employee's request for vacation shall normally be approved unless the Employer determines there will be an adverse effect on the function. Within five (5) workdays or receipt of employee's request, the Employer shall respond in writing. If the request is denied, the reason for denial will be provided in writing. If that effect arises because of multiple requests for the same time, the time shall be allowed to the employee with the "hire date seniority," regardless of classification.

15. Distribution of Master/Reopener Contract

The Employer shall provide to each employee a copy of the current Master Contract within 45 calendar days of the signing of the ratified agreement with one-half of that cost paid by the Union. In addition, the Employer shall provide to each employee a copy of all reopener contracts within 45 days of the signing of the ratified agreement at no additional cost to the Union.

16. Employee/Employer Relations (EER) Committee

The Union and the Employer mutually agree to meet monthly for a labor-management meeting to review ongoing issues of concern and interest to both parties.

The joint Employee/Employer Relations committee will be composed of two (2) employee representatives from each Unit, along with three (3) management representatives.

17. Uniforms for Maintenance and Custodial Staff

- a. Uniform Attire: All custodial, facility & maintenance personnel are required to wear uniform attire while on the job ensuring that the CCCOE logo is visible.

- b. Uniform Supply: Each employee may request up to five (5) new uniform shirts at the beginning of each fiscal year (July 1). New employees will be given their first set of uniforms at the time of hire. Each employee will be provided an allowance of \$150 per fiscal year, to be used for additional uniform apparel.
- c. Uniform Care and Cleaning: The employee is required to clean and maintain his/her own uniforms. Uniforms need to be cleaned and maintained on a schedule that will allow them to reflect positively on the employee and the organization.
- d. Uniform Return: Employees are required to sign for the uniforms, and the uniforms are considered company property and are to be returned at the end of employment.

ARTICLE 18

SALARIES¹⁸

1. Adjustment to Salary Schedule

- a. 2020-2021 School Year: Increase salary schedules and rates by 2.31%, effective July 1, 2020, for all Unit Members who worked during the 2020-2021 school year. To meet federal and state guidelines and funding requirements, unit members shall support and participate in the Agency's reopening plans, for the 2020-21 school year, employees will receive a one-time, off-schedule Reopening Payment of \$1000.00 based on 1.0 FTE (prorated for employees that worked less than the full academic year or are less than a 1.0 FTE. Employees with an FTE of 0.60 or more will be considered 1.0 FTE for purposes of the reopening payment).**
- b. Effective July 1, 2019, the Classified Salary Schedules shall be increased by two percent (2%), for all employees employed during the 2019- 2020 fiscal year.
- c. Effective July 1, 2018, the Classified Salary Schedules shall be increased by three percent (3%) plus effective July 1, 2019 an additional one percent (1%) due to the "Me Too" clause, for all employees employed during the 2018- 2019 fiscal year.
- d. Effective July 1, 2017, the Classified Salary Schedules shall be increased by three percent (3%), for all employees employed during the 2017- 2018 fiscal year.
- e. Effective July 1, 2016, the Classified Salary Schedules shall be increased by three percent (3%), for all employees employed during the 2016- 2017 fiscal year.
- f. Effective July 1, 2015, the Classified Salary Schedules shall be increased by four percent (4%), for all employees employed during the 2015- 2016 fiscal year.
- g. Effective July 1, 2014, the Classified Salary Schedules shall be increased by four percent (4%), for all employees employed during the 2014-2015 fiscal year.
- h. Effective July 1, 2013, the Classified Salary Schedule shall be increased by two percent (2%), for all employees employed during the 2013-2014 fiscal year.
- i. December 2012, employees employed as of the date of ratification, received a one-time three (3%) percent off the salary schedule payment on their base salary for the 2011-12 school year. An increase in total compensation for other bargaining units triggered the "me too" clause for Local One, which will result in a one-time three (3%) adjustment to be paid on longevity and educational unit stipends.
- j. Effective July 1, 2012, the Classified Salary Schedules shall be increased by one percent (1%), with the retroactive payment applied to base, longevity and educational unit stipends.
- k. Effective January 1, 2013, the Classified Salary Schedules shall be increased by two percent (2%), with the retroactive payment applied to base, longevity and educational unit stipends.

¹⁸ Section 1.a. added 6/2014; Section 1.a.,u. added, Section 1.p.,q.,s.,t. Amended 6/2015; Amend section 1- 6/2017; Amend section 1- 5/2018; Amend section 1- 4/2019; Amend section 1; 1.w. updated-6/2020; Amend Section 1- 3/2021

- l. Effective July 1, 2013, the Classified Salary Schedules will be increased by 2.85% in-lieu of the Employer's 2.85% contribution of the employee's 7% share to the Public Employees' Retirement System (PERS).
- m. No adjustments shall be made to the 2010-11 Classified Salary Schedule.
- n. For the 2009-10 school year, employees will receive a "one-time" .79% salary bonus payment based on 1.0 FTE (prorated for employees that worked less than the full academic year or are less than a 1.0 FTE).
- o. No adjustments shall be made to the 2008-09 Classified Salary Schedule.
- p. Effective January 1, 2008, the Classified Salary Schedules shall be increased by 3.25%.
- q. Effective July 1, 2005, the Classification and Compensation Study with salary recommendations will be implemented.
- r. Effective July 1, 1997, any permanent classified employee having completed two (2) years of service who leaves the Agency during a fiscal year in which retroactive pay is granted, shall receive the negotiated increase for the months served during that fiscal year.
- s. Salary ranges established by the Employer for any new classifications created during the term of this Agreement that are assigned to the Classified Units shall be subject to negotiation with the Union.
- t. When an employee is promoted to a higher classification, salary placement in the new classification shall be on a step that is at least/minimum of 5% higher than the employee's former classification. Such adjustment shall not exceed the top step of the new classification.
- u. Employees in the General Classified and Instructional Assistant Units shall receive an additional increment of \$175.00 for each fifteen (15) units of approved college credit up to a total of sixty (60) units.
Additionally employees in the General Classified and Instructional Assistant Units will receive reimbursement of up to \$1,000 per year for tuition and book expenses to further their education. The guidelines are outlined in Administrative Regulation 4214.
- v. Employees assigned to the Instructional Assistant Unit who are required to drive a county vehicle shall be paid \$10.00 for driving on any days so required. (Any employee required to obtain, or keep in force, a school bus driver's license shall be given release time without loss of pay as necessary to obtain and maintain such license.)
- w. Effective upon the date of ratification for the 2012-13 year, the Employer shall provide employees with extra pay for continued service with the County Superintendent of Schools under a longevity pay plan as follows:

Years of Service Completed	Additional % to be added to Basic Salary Schedule Rate
Seven (7)	3%
Ten (10)	2%
Fourteen (14)	3%
Nineteen (19)	2%
Twenty-Four (24)	2%
Twenty-Nine (29)	2%

Longevity means extra pay for continued service with the Superintendent of Schools. Longevity is determined by hire date.

x. Medical Procedures Stipend – effective July 1, 2020

(1) A monthly stipend will be paid to Instructional Assistants, Special Education staff who have been:

- (a) Certified in writing annually by a CCCOE nurse to perform medically necessary procedures from the following list: clean catheterization.
- (b) Assigned and authorized monthly by the principal.
- (c) Effective July 1, 2020, 1-5 procedures must be performed in one day in order to be eligible for the \$5 per day stipend. More than 5 procedures must be performed in one day in order to be eligible for the \$10 per day stipend. The assigned personnel shall submit monthly documentation on the number of procedures performed each day.

y. Classroom Teacher Substitute

(1) If a classroom teacher requires a substitute, the Instructional Assistant assigned to that class may serve as the substitute teacher if the following conditions are met:

- (a) The Instructional Assistant must possess the required credentials;
- (b) Must have the credentials on file with the Human Resources Department of the Contra Costa County Office of Education;
- (c) Subject to prior approval of the appropriate Principal/Assistant Principal.

The rate of pay for such assignment shall be the assigned Instructional Assistant's current rate of pay plus \$50.00 per day or the second step of the substitute teacher rate, whichever is higher.

(2) Effective October 27, 2000, in an emergency and under the periodic supervision of an administrator or credentialed designee, Instructional Assistant employees may maintain a class in the absence of the regular teacher. The assigned Instructional Assistant shall receive their current rate of pay plus \$50.00 a day. The Instructional Assistant will not have sole responsibility for maintaining the class in the absence of the regular classroom teacher. Guidelines for stipend are listed below:

(a) Included are employees with the classification of Instructional Assistant, Transitional Support Assistant (TSA), Itinerant (floater) and Tutors.

(b) Full student attendance day or equal to the number of school hours scheduled for the class to which the employee is assigned.

z. Translation (Bilingual) Stipend

(1) The Employer shall pay additional compensation in the amount of \$5 a day to employees whose regular job description does not include translation services and who in the course of their regular job duties are asked to provide translation services to the Employer in a language other than English.

(2) Such employees may provide translation services, with the prior approval of the Principal or designee requesting these services. Services include but are not limited to verbal and written translations for school to home communications and other day-to-day services approved by the Principal or designee requesting these services. These translation services do not include participation in IEP meetings.

(3) A time sheet shall be maintained by the employee for bilingual translation services, indicating the reason and date and the type of bilingual service provided. The completed time sheet shall be approved by the Principal.

ARTICLE 19

PARAPROFESSIONAL-CAREER TRAINING AND EDUCATIONAL CREDIT¹⁹

1. Paraprofessional-Career Training

The Paraprofessional Career-Training Program is a joint project of the Union and the Employer. The program is designed to provide support of permanent Instructional Assistants and General Classified employees represented by Public Employees Union, Local One interested in pursuing teaching careers in all programs operated by the Student Services Division (e.g., Special Education, Educational Opportunities, ROP, etc.).

Support includes tuition assistance using the California State College fee schedule.

www.calstate.edu/budget/student-fees/fee-rates/

Levels of assistance are listed as follows:

- 1/4 tuition reimbursement junior-level course work
- 1/2 tuition reimbursement for senior-level course work
- Full tuition reimbursement for credential program

Participation in the Paraprofessional-Career Training Program is limited to County Superintendent of Schools employees with permanent status (not probationary) represented by Public Employees Union, Local One.

At such time when the employee receives his/her teaching credential and they accept a teaching position with the County Superintendent of Schools, they will no longer be an employee of the classified union, and their participation in the Paraprofessional Program will be considered complete.

However, when the employee accepts a teaching position, they will become a member of the CCCSEA/CTA/NEA Bargaining Unit and eligible to cross over on the salary schedule as they continue their course work and obtain units.

Five (5) employees will be selected by a screening committee composed of three (3) representatives from the Union and three (3) management staff members.

2. Educational Unit Stipend

Effective on the date of ratification for the **2020-21** year, employees in the General Classified and Instructional Assistant Units shall receive \$175.00 **beginning at six (6)** units of approved college credit up to a total of **\$875** for sixty (60) units, as outlined in the following table:

Units Completed	Increment	Total Stipend
6+	\$175	\$175
15+	\$175	\$350
30+	\$175	\$525
45+	\$175	\$700
60+	\$175	\$875
B.A. Degree	\$200	\$1075
Master's Degree	\$300	\$1375

¹⁹ Section 2. Revised- 6/2014; Section 2,3 Revised- 4/2016; Added web address section 1,B.A. stipend section 2.- 11/2017; No changes- 6/2020; Section 2 revised- 3/2021;

3. Tuition Reimbursement

Employees in the General Classified and Instructional Assistant Units shall receive reimbursement of up to \$1,000 per fiscal year annually for tuition and book expenses to further their education. (See Appendix F for Request for Tuition/Course Refund Form – can also be found on CCCOE Website). The guidelines are outlined in the CCCOE Board Policy Administrative Regulation 4214 (can be found under Board Policies on the CCCOE Website).

ARTICLE 20

CHANGE OF ASSIGNMENT OR ASSIGNMENT OUT OF CLASSIFICATION²⁰

1. **Change of Classification**

When the classification of a position is changed, the incumbent who occupies the position whose classification has been changed shall be assigned to that position unless some other employee has vested rights to such position by reason of layoff. The changing of classification of a position remains as an exclusive management prerogative and all classification changes shall be initiated solely by management.

2. Employees temporarily assigned in writing to the work of another classification for a period of five (5) working days or more within forty-five (45) work days shall be placed on the salary range for that classification from the first day of the assignment. The step placement shall be to that step which permits an approximate seven and one-half percent (7.5%) higher salary rate than that received in the employee's regular classification. The temporary assignments shall be for at least five (5) working days.
3. Request for an individual classification review of the duties and responsibilities of a specific position within the County Superintendent of Schools may be initiated by either supervising personnel or by an employee.

²⁰ Section 2 (45) added, 4.e. added- 6/2014; Amended 2, Removed Reclassification to new Article- 11/2017; No changes – 6/2020;

ARTICLE 21

RECLASSIFICATION²¹

Reclassification Criteria

- a. Workload increase will not be considered a basis for reclassification. ("Workload" means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification.)
- b. Seniority or length of service in a position shall not be a basis for reclassification.
- c. Reclassification can occur if significantly new job duties are permanently added to the job or job description by the supervisor.
- d. Significantly new or increased responsibilities (other than increased workload) have been permanently added to the position by the supervisor meet the reclassification criteria.
- e. Employees reclassified under Article 21 shall not serve a probationary period. When the reclassification results in a placement other than Step 5, the employee will move to the next step in six months, and then annually every year thereafter. An employee who is reclassified during their probationary period shall only be required to serve out the remainder of their original probationary period in the new classification.

Reclassification Process

- a. A screening committee comprised of two (2) Union and two (2) Employer representatives shall review all reclassification requests prior to being sent to the panel.
- b. All requests that meet the reclassification criteria shall be reviewed by a three (3) member panel that shall include a Union representative or employee, a management representative, and a neutral appointee mutually selected by the Union and Employer.
 - (1) The review panel shall meet once a year in April or May.
 - (2) The recommendations of the panel shall be forwarded to the Superintendent or designee for action that shall be final and binding unless appealed.
- c. The employee requesting the reclassification shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to the review panel.
 - (1) The immediate supervisor shall review assignment of job duties in respect to the actual job description and may be asked by the panel to comment in writing or verbally in respect to the employee's request and analysis of job duties.

²¹ Moved to new Article- 12/2017; No changes – 6/2020;

- d. A decision to approve or disapprove shall be made by the Superintendent or designee. The employee shall be notified within five (5) working days of the decision.
- e. If an employee's request for reclassification is denied, the employee(s) may elect to meet with the Superintendent or designee to appeal the denial within fifteen (15) working days of the decision. The employee(s), accompanied by a union representative, will present the reason for the appeal and any relevant information. After consideration of the employee's appeal, the Superintendent or designee shall make a final and binding determination within ten (10) working days.

Reclassification Timeline

- a. A reclassification request shall be submitted to the Human Resources Department no later than March 20 of each year. Upon receipt of request, Human Resources will send confirmation of receipt to employee.
- b. All approved reclassifications shall take effect the following July 1.
- c. There shall be no retroactive reclassifications or retroactive salary adjustments as a result of reclassification unless special circumstances mutually agreed upon arise.

RECLASSIFICATION TIMELINE **(Approximate Dates)**

By March 20	Reclassification application requests must be submitted to Human Resources
By March 27	Confirmation of receipt of reclassification application sent to employee by Human Resources
By April 15	Screening Committee has met and reviewed all reclassification requests and forwarded to those that meet criteria
By April 25	Successful reclassification applicants notified
By May 1	Reclassification Panel receives copies of successful reclassification application requests
By May 15	Reclassification Review Panel has met with presentations made by employees
By May 22	Recommendations of the panel forwarded to Superintendent or designee for final action
By June 10	Superintendent's or designee's decision made and employee notified by Human Resources within fifteen (15) days following receipt of the decision, an employee(s) may utilize the appeals process
By July 1	All approved reclassifications shall take effect

ARTICLE 22

AUTHORIZED REIMBURSEMENTS²²

1. Employees who are required to use their automobiles in performance of their duties shall be reimbursed monthly for all travel at the current IRS rate. Should the Employer increase the rate above the current IRS rate for any other employee/employer organization, reimbursement to employees shall be increased to the same rate. Any change in the legal requirement shall subject the parties to meet and negotiate.
2. Property Loss
 - a. Employees shall be reimbursed for the repair or replacement of any personal property of the employee stolen, damaged, or destroyed while the employee was on duty, unless such damage or theft is due to negligence by the employee and only to the extent not covered by the employee's personal insurance. Personal property shall include but not be limited to eye glasses, watches, and articles of clothing necessarily worn or carried by the employee, and vehicles.
 - b. In the event a payment is made under this policy, the Employer will, to the extent of such payment, be subrogated to any right of the employee to cover compensation for such damaged property. The Employer will be entitled to enforce its subrogation rights in any court of competent jurisdiction.
 - c. The amount of reimbursement to the employee by the Employer shall be limited to the actual cost of repair or replacement, not to exceed \$500.00 per incident. Reimbursement of loss to be determined on a case-by-case basis.
3. Equipment Loss
 - a. Employees shall be reimbursed for theft, destruction, or damage by arson, burglary, or vandalism of personal property required or approved by the immediate supervisor in the performance of assigned job duties. Reimbursement shall be made only when (1) written approval by completing the Personal Property Reimbursement Claim Form (Appendix H – also can be found on the CCCOE Website) for use of the personal property was given before the property was brought to the work site, and (2) the value of the property was agreed upon by the person or persons bringing the property and the program administrator at the time the approval for its use was given.
 - b. The amount of reimbursement to the employee by the Employer shall be the value as ascertained at the time approval was granted.

²² Section 2.c. amended -7/2011; No changes- 6/2017; No changes – 6/2020;

ARTICLE 23

DISCIPLINARY PROCESS²³

1. General

- a. A permanent employee may be disciplined; i.e., suspended without pay, demoted without consent, or dismissed by the Employer. Verbal and/or written reprimand will normally precede a disciplinary action. Prior to disciplinary action, other than a written reprimand, the Union shall be notified.
- b. This article does not apply to initial probationary employees in the Bargaining Unit who have not otherwise achieved permanent status.

2. Reasons

Among reasons that may be deemed sufficient for discipline are the following:

- a. Repeated unexcused absences;
- b. Repeated, unexcused tardiness;
- c. Failure to perform regular or other assigned duties;
- d. Conviction of any criminal act involving moral turpitude;
- e. Disorderly or immoral conduct while in a paid status;
- f. Violation of any lawful order by a supervisor;
- g. Insubordination;
- h. Incompetency or inefficiency in performance of duties;
- i. Intoxication while on duty;
- j. Misuse of narcotics or illegal use of drugs;
- k. Damage to or waste of County Superintendent of Schools property or supplies due to negligence or willful acts, or conversion of public property;
- l. Violation of any of the Employer's regulations regarding duties, conduct, or performance of a confidential employee;
- m. Willful conduct tending to injure the public service;
- n. Willful, negligent or persistent violation of rules and regulations;
- o. Failure to maintain licenses or certificates required for the position by law or policy.

3. Process

The following steps of progressive discipline process shall be applied in disciplining employees except where the serious nature of the offense justifies bypassing any of the steps outlined below. The sequence below from verbal warning to suspension must be within a two (2) year period.

An employee may be immediately placed on paid administrative leave, pending an investigation, when his/her continuing presence would be seriously detrimental to the welfare of the County Superintendent of Schools, students, or employees. Such leave may be initiated by the Assistant Superintendent/Human Resources or his/her designee, and the employee will be notified of any reason(s) for paid administrative leave.

²³ No changes- 3/2008; No changes- 7/2011; Amended 1.b.2.a: Added 2.n,2.o, section 3- 11/2017; No changes – 6/2020;

a. Verbal Warning

The supervisor shall first issue a verbal warning before imposing further discipline. Verbal warnings may result in a post-conference summary memorandum. This memorandum shall not be placed into the employee's personnel file, but may be attached to a Written Reprimand and placed in the personnel file if additional steps of the progressive disciplinary process are utilized.

b. Written Warning/Counseling Memo

A written warning or counseling memo will not be used unless the employee has been verbally counseled/warned for a separate and similar action or infraction. The written warning shall not be placed in the employees' personnel file, but may be attached to a Written Reprimand and placed in the personnel file if additional steps of the progressive disciplinary process are utilized.

c. Written Reprimand

An employee, against whom disciplinary action will be taken, shall meet with the Assistant Superintendent/Human Resources or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to orally respond.

Written reprimand will not be used unless the employee had received a verbal warning and a written warning for a separate and similar action or infraction. A written reprimand may be placed in the employee's personnel file.

d. Discipline

The employee shall not be suspended without pay, demoted without consent, or dismissed unless there is served upon said employee a written notice and statement of charges of the County Superintendent's recommendations. The notice shall be served personally, or by certified mail if repeated efforts to contact the employee fail to be returned within five (5) business days. Service by certified mail shall be deemed complete on the date of mailing. Such notice shall include the following:

- (1) A statement identifying the supervisor;
- (2) A statement in ordinary and concise language of the specific acts and omissions upon which the proposed action is based;
- (3) The disciplinary action recommended;
- (4) The cause(s) or reason(s) for the action taken;
- (5) Copies of any supporting documentation (counseling memo, etc);
- (6) A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place;
- (7) A statement of the employee's right to a hearing on the charges before a hearing officer;
- (8) A form, which constitutes a denial of charges and a demand for such hearing.

Suspension without pay will negatively impact service credit for retirement and seniority.

An employee is entitled to be represented by the Union at any stage of the discipline process.

An employee may attach their own statement to any documentation in the progressive discipline process.

4. Demand for Hearing

No later than the tenth (10th) workday after the effective date of the disciplinary action, the employee shall deliver or mail his/her demand for hearing to the County Superintendent of Schools. Failure to submit said demand for hearing within the time allowed shall constitute a waiver of the employee's right to a hearing.

In the absence of a timely demand for hearing, the Superintendent's disposition of the matter shall be final.

By demanding a hearing, the employee waives his/her rights under the grievance procedure outlined in Article 6 of the Agreement with regard to the disciplinary action.

5. Hearings

- a. Hearings shall be held by a hearing officer mutually selected by the parties.
- b. Such hearings shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing.
- c. Hearing shall be presided over by the hearing officer.
- e. The employee shall have the right to appear in person on his/her own behalf, with counsel, or such representation as he/she requests to represent his/her defense.

6. Hearing Procedure

- a. The hearing officer shall conduct the hearing and shall rule on questions, evidence, and procedure.
- b. Either party may call witnesses, introduce evidence, testify, and question witnesses.
- c. The charging party has the burden of proof and shall first present evidence and testimony.
- d. Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination, and rebuttal evidence from each party.
- e. All fees and expenses of the hearing shall be shared equally by the parties.

7. Decisions

a. Hearing Officer

The recommendation of the hearing officer shall be submitted to the Employer and shall be in writing, summarizing the factors, setting forth findings, and making a recommended decision.

b. Employer

Unless the Employer, within five (5) workdays following receipt of the decision, determines to review further the proceedings of the hearing with a view toward making the Employer's own findings and conclusions in the matter, the decision of the hearing officer shall be adopted by the Employer as its own decision. The findings and conclusions of the Employer will be made within thirty (30) calendar days of the decision to review the matter and will be final.

8. Limitations

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could reasonably be assumed that the employee should have disclosed the facts to the Employer. Disciplinary action taken shall be commensurate with the offense, with the understanding that the Employer's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

ARTICLE 24

CONTRACTING OUT²⁴

1. The Employer agrees to meet and consult with the Union prior to contracting out work which has been customarily and routinely performed by employees in the Bargaining Unit covered by this Agreement, unless specifically required by the Education Code, and/or the work contracted out is in excess of that which could be reasonably performed by regular personnel.

²⁴ No changes- 7/2011; No changes- 6/2017; No changes – 6/2020;

ARTICLE 25

LAYOFF, DISPLACEMENT, AND REEMPLOYMENT²⁵

1. Reason for Layoff

Employee layoffs shall occur due to lack of work or lack of funds.

2. Definition of Layoff

- a. A layoff action constitutes written notice to an employee that his/her position is being abolished due to lack of work or lack of funds. A layoff action also includes any reduction in hours or days of employment, or assignment to a class lower than that in which the employee has permanent status, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

Upon the request of the Union, the Parties (CCCOE and the Public Employees Union, Local One) shall bargain the impact of the employee being laid off. If in the event the layoff affects the workload of other employees, the parties shall meet to discuss the duties.

- b. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. (Ed Code 45117 (c)(1)).

3. Notice of Layoff

- a. Employees affected by a layoff action shall be given notice of layoff not less than 60 calendar days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.
- b. Employees in positions where a reduction in hours or days of employment is affected shall be sent a layoff notice and informed of their displacement rights, if any, similar to that outlined above.
- c. When two or more positions within an existing class are eliminated, and two less senior positions exist within the same or a lower level class, the preference of the employees electing to exercise their displacement rights shall be considered in seniority order. The Employer shall make final determinations of assignments, given the reasons are neither arbitrary nor capricious.

4. Order of Layoff and Reemployment

- a. The order of layoff within a class shall be determined by length of service. The employee who has been employed the shortest time within a class, plus higher classes, shall be laid off first.
- b. If an employee has displacement rights and wishes to exercise such displacement rights in lieu of layoff, displacement will be to the least senior position within the employee's

²⁵ Section 2 Amended- 6/2014; Deleted 8.a, 8.b: Added 8 Reemployment- 6/2017; Added 2.b- 6/2020;

existing classification with an equal number of hours worked per year, if such position exists. In the event there is no such position, displacement will be to the least senior position within the employee's existing classification with the next highest number of hours worked per year.

- c. When an employee occupies a position being eliminated and had displacement rights to a lower classification, such employee will bump the least senior employee in the lower classification.
- d. When two or more positions within an existing class are eliminated, and two less senior positions exist within the same or a lower level class, the preference of the employees electing to exercise their displacement rights shall be considered in seniority order. The Employer shall make final determinations of assignments, given the reasons are neither arbitrary nor capricious.
- e. "Length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed; but does not include any hours compensated solely on an overtime basis. In determining order of layoff in a lateral class (where an employee has permanent status in more than one class at the same salary rate), the original class, prior to lateral movement, shall be considered a lower class for purposes of seniority within class.

5. Voluntary Demotions and Reductions in Hours

- a. Employees who take voluntary demotion or voluntary reductions in assigned hours in lieu of layoff, or choose to remain in their present positions rather than be reclassified or reassigned, shall retain eligibility to be considered for thirty-nine (39) months and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months.
- b. When an employee was initially employed and gained permanent status in an identifiable entry-level position within an existing classification series, such employee shall retain seniority for that entry-level position, even though the position has been reclassified and/or the title changed, provided the employee meets the stated qualifications outlined for the entry-level position.

6. Equal Seniority

When two or more employees subject to a layoff action have equal seniority, the employee with the longest total continuous service, highest interview score for the class selected, or the earliest date of receipt of an employment application for that class shall be used in that order until the tie is broken to determine which employee shall be listed higher.

7. Option to Continue Health Plan Coverage

Employees who are laid off may elect to continue coverage under the available health, dental and vision plans for up to eighteen (18) months in accordance with provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). This continued health coverage requires the laid-off employee to pay the premium costs directly to the carrier.

8. Re-employment

- a. Employees laid off are eligible for re-employment in reverse order of layoff for a period of thirty-nine (39) months and shall be offered the opportunity for re-employment to the position they formerly held prior to the Employer accepting new applicants within the class from which the layoff occurred.

When a vacancy occurs, the senior employee who has held prior permanency in the position shall be notified by phone and by certified U.S. mail at his/her last known address and given the opportunity to accept or reject appointment into the vacant position. The employee shall advise the district of his/her decision no later than 10 calendar days following notification. If the employee accepts, he/she shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the employer.

If the laid off employee declines the position being offered, they will maintain their same senior status on the reemployment list for the remaining of their thirty-nine (39) months.

When a laid off employee is re-employed, all accumulated sick leave credit shall be restored. A laid off permanent employee shall be reemployed with all rights and benefits accorded to him/her at the time of layoff.

A laid off probationary employee shall be re-employed as a probationary employee, and the time served toward the completion of the required probationary period shall be counted. He/she shall also be reemployed with all rights and benefits accorded to him/her at the time of layoff.

A laid off employee, when re-employed, shall be placed on the salary step held at the time of layoff. An employee who bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which he/she would have progressed had he/she remained there. An adjusted anniversary date shall be established for step increment.

- b. Employees on the 39th month re-employment list will be given preferential consideration on positions outside of their classification. Employees who wish to be considered for vacant positions in which they possess no re-employment rights (out of their classification) shall advise the employer of their desire to be given notice of openings by completing an electronic job interest card on the CCCOE website.

ARTICLE 26

COMPLAINT PROCEDURES²⁶

1. When an administrator receives a formal written complaint against an employee, the affected employee is to be informed of specific complaint/complaints in writing within (5) workdays.
2. If the employee requests, an effort will be made to provide a meeting with the complainant and/or administrator and a conferee of the employee's choice.
3. Prior to taking any action, an administrator shall meet with the affected employee for the purpose of discussing a complaint serious enough to warrant any action. All complaints shall be in writing.
4. Following an internal inquiry of a complaint, material may be entered into an employee's personnel file, and shall be processed in accordance with Article 13, Personnel Files.
5. Once job-related charges have been referred to an outside agency by the Employer for investigation, Section 1 thru 3 above shall not apply.
6. The process set forth in this Article shall be conducted in a confidential manner restricted to the involved parties.
7. The policy and procedures related to the investigation of complaints is located in the Board Policy and Administrative Regulations can be found in the following link:
https://www.cccoe.k12.ca.us/county_board/county_board_of_education/policies_and_regulations

²⁶ Article added- 6/2017; Article name change from Public Charges; Added 7- 6/2020;

ARTICLE 27

SAVINGS CLAUSE²⁷

1. If any provision of this Agreement or any application of the Agreement shall be found contrary to law by a court of last resort, or a court of competent jurisdiction, from which final judgment or decree and no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect. It is mutually agreed that, upon such invalidation, the parties shall meet and negotiate a replacement provision.

²⁷ No changes- 7/2011; No changes- 6/2017; No changes- 6/2020;

ARTICLE 28

CONCERTED ACTIVITIES²⁸

1. It is agreed and understood that there shall be no strike, work stoppage, slow-down, refusal or failure to perform fully and faithfully job functions and responsibilities, or other interference with the operations of the Employer by the Union during the term of this Agreement.

²⁸ No changes- 7/2011; No changes- 6/2017; No changes- 6/2020;

ARTICLE 29

EFFECT OF AGREEMENT²⁹

1. The Employer and the Union mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties hereto which may not be altered, changed, added to, deleted, or modified unless by mutual consent in writing.
2. The Employer and the Union agree that the other shall not be obliged to meet and negotiate with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement.
3. In case of disaster such as earthquake, fire or flood that has direct effect on the County Office of Education, the Employer may declare an emergency and take necessary action. This declaration of emergency shall cause the Employer to meet and negotiate immediately with the Union on any emergency measures taken or proposed. The action shall not result in a loss of compensation to any member of the Units. (See Public Employees as Disaster Service Workers (Oath of Allegiance) - Appendix I)
4. The Employer and the Union may mutually agree to reopen any section of this Agreement.

²⁹ No changes- 7/2011; No changes- 6/2017; No changes- 6/2020;

**SIDE LETTER AGREEMENT #1
FOR GENERAL CLASSIFIED AND INSTRUCTIONAL ASSISTANTS
July 1, 2019 through June 30, 2022**

“Me Too Clause”

If there is an increase in total compensation for another bargaining unit, Public Employees Union Local One shall receive the equivalent increase in total compensation.

SIDE LETTER AGREEMENT #2
CCCOE and PEU, Local One
Effective July 1, 2020

The parties agree to revisit Article 14 (Transfer and Reassignment), Article 16 (Promotion), and Article 19 (Paraprofessional-Career Training and Educational Credit) in the 2020-2021 bargaining cycle.

NEGOTIATORS 2020-2021

For the Contra Costa County Superintendent
of Schools:

Jess Serna, Spokesperson (2021)
Interim Assistant Superintendent, Human
Resources

Cheryl Cotton, Spokesperson (2020)
Assistant Superintendent, Human Resources

Bill Clark, Associate Superintendent Business
Services

Tom Scruggs, Director
Student Programs

Nick Berger, Senior Director Student
Programs and Services

Morgan Broshar- Recorder

For Public Employees
Union, Local One:

Jeff Apkarian, Union
Representative
AFSCME Council 57

Jeannine Yore, President, General
Classified Division Project Specialist

Candida Medinas, Negotiator, General
Classified Facilities Operations
Specialist

Marissa Frias, Negotiator,
General Classified TUPE
Intervention Specialist

Neeana Cochnauer, President, Instr.
Assistants Instructional Assistant

Natalie Funke, V.P.,
Instructional Assistants
Instructional Assistant

Christina Small, Negotiator, Instr. Assistants


SIGNATURES

*For the Contra Costa County
Superintendent of Schools*



Jess Serna, Interim Assistant Superintendent, HR

*For the Public Employees Union,
Local One*



Jeff Apkarian, Senior Business Agent

Date: March 5, 2021

Date: March 5, 2021

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APPENDIX A

CLASSIFICATIONS ASSIGNED TO THE GENERAL CLASSIFIED AND INSTRUCTIONAL ASSISTANT UNITS

Accounting Specialist*

Administrative Assistant I
Administrative Assistant II
Administrative Assistant III
Adult School Transition Specialist
Braille Center Assistant
Brailist

Communication Specialist*

Court and Community Schools Transition Specialist
Credential Assistant
Custodian
Data Technician I
Data Technician II

Delivery Driver/Mail Room Attendant*

District Fiscal Advisor*

Division Project Specialist
Early Care and Education Project Specialist
Education Liaison
Education Liaison II, Foster Youth Services
Facilities Maintenance Worker
Facilities Operations Specialist
Facilities Operations Technician
Facilities Worker
Fiscal Accounts Payable Audit Technician, Districts
Fiscal Services Technician, Districts
Human Resources Specialist
Instructional Assistant, Assistive Tech.
Instructional Assistant, Early Start
Instructional Assistant, Special Education,
Instructional Assistant, Special Education, DHH
Instructional Assistant, Support Room
Intervention Specialist, TUPE
Itinerant Assistant to the Deaf and Hard of Hearing Program
Lead Accounting & Payroll Specialist
Lead Custodian

Lead District Fiscal Advisor*

Lead Retirement Compliance Specialist*

Lead Program Accountant
Maintenance Worker I
Maintenance Worker II
Occupational Therapist
Office Assistant I
Office Assistant II
Office Assistant III
Payroll Specialist
Program Accountant

APPENDIX A

Purchasing Technician
Re-Entry Employment Specialist
Re-Entry Transition Specialist
Retirement Compliance Specialist*
School Administrative Assistant
Student Information System Specialist I
Student Information System Specialist II
Systems Support Representative I
Systems Support Representative II
Technology Support Technician*
Technology Trainer Advisor*
Testing & Transcript Evaluator
Tutor
Workability Employment Specialist I
Workability Employment Specialist II
Youth Development Services Specialist I TUPE
Youth Development Services Specialist II TUPE
Youth Services Specialist I*
Youth Services Specialist II*

*Title change effective 07/01/2020 as a result of Classification Study

June 2020

**CONTRA COSTA COUNTY OFFICE OF EDUCATION
CLASSIFIED SALARY SCHEDULE 2020/21**

EFFECTIVE 07/01/20

	CODE	SCHD	DAYS	RANG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accounting Specialist <i>(title change 07/01/20)</i>	3160	CLM	260	22	4,803	5,041	5,292	5,560	5,837
		CLH		22	27.71	29.08	30.53	32.08	33.68
Administrative Assistant I <i>(range change 07/01/05)</i>	3083	CLM	260	14	3,938	4,134	4,344	4,559	4,787
		CLH		14	22.72	23.85	25.06	26.30	27.62
Administrative Assistant II <i>(range change 07/01/05)</i>	3081	CLM	260	16	4,137	4,347	4,562	4,792	5,030
		CLH		16	23.87	25.08	26.32	27.65	29.02
Administrative Assistant III <i>(new 07/01/05)</i>	3017	CLM	260	18	4,350	4,566	4,798	5,034	5,286
		CLH		18	25.10	26.34	27.68	29.04	30.50
Adult Transition Specialist <i>(new 04/12/16)</i>	3137	CLM	260	27	5,436	5,704	5,989	6,290	6,603
		CLH		27	31.36	32.91	34.55	36.29	38.09
Braille Center Assistant <i>(new 04/01/18)</i>	3142	CLM	260	8	3,397	3,565	3,745	3,931	4,128
		CLH		8	19.60	20.57	21.61	22.68	23.82
Brailist <i>(range change 07/01/15)</i>	3097	CLM	260	22	4,803	5,041	5,292	5,560	5,837
		CLH		22	27.71	29.08	30.53	32.08	33.68
Communication Specialist <i>(range change 07/01/15)</i>	3069	CLM	260	28	5,567	5,846	6,140	6,446	6,768
		CLH		28	32.12	33.73	35.42	37.19	39.05
Computer Technician <i>(range change 07/01/20)</i>	3057	CLM	260	20	4,568	4,802	5,038	5,290	5,557
		CLH		20	26.35	27.70	29.07	30.52	32.06
Credential Assistant <i>(new 01/01/20)</i>	3149	CLM	260	15	4,038	4,238	4,452	4,675	4,909
		CLH		15	23.30	24.45	25.68	26.97	28.32

APPENDIX B

**CONTRA COSTA COUNTY OFFICE OF EDUCATION
CLASSIFIED SALARY SCHEDULE 2020/21**

EFFECTIVE 07/01/20

	CODE	SCHD	DAYS	RANG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Court & Community Schools Transition Specialist <i>(title change 7/08/20)</i>	3144	CLM	260	19	4,461	4,680	4,918	5,162	5,419
		CLH		19	25.74	27.00	28.37	29.78	31.26
Custodian <i>(range change 07/01/20)</i>	3086	CLM	260	9	3,481	3,655	3,838	4,028	4,231
		CLH		9	20.08	21.09	22.14	23.24	24.41
Data Technician I <i>(title and range change 07/01/05)</i>	3014	CLM	260	11	3,660	3,839	4,029	4,233	4,444
		CLH		11	21.12	22.15	23.24	24.42	25.64
Data Technician II <i>(title and range change 07/01/05)</i>	3107	CLM	260	16	4,137	4,347	4,562	4,792	5,030
		CLH		16	23.87	25.08	26.32	27.65	29.02
Delivery Driver/Mail Room Attendant <i>(title change 07/01/20)</i>	3159	CLM	260	15	4,038	4,238	4,452	4,675	4,909
		CLH		15	23.30	24.45	25.68	26.97	28.32
District Fiscal Advisor <i>(title and range change 07/01/20)</i>	3155	CLM	260	35	6,619	6,950	7,299	7,664	8,050
		CLH		35	38.19	40.10	42.11	44.22	46.44
Division Project Specialist <i>(title and range change 07/01/05)</i>	3011	CLM	260	25	5,171	5,433	5,700	5,987	6,285
		CLH		25	29.83	31.34	32.88	34.54	36.26
Early Care and Education Project Specialist <i>(new 06/15/15)</i>	3130	CLM	260	25	5,171	5,433	5,700	5,987	6,285
		CLH		25	29.83	31.34	32.88	34.54	36.26
Education Liaison <i>(range change 07/01/05)</i>	3098	CLM	260	27	5,436	5,704	5,989	6,290	6,603
		CLH		27	31.36	32.91	34.55	36.29	38.09
Education Liaison II, Foster Youth Services <i>(new 11/01/18)</i>	3145	CLM	260	31	5,996	6,295	6,611	6,941	7,289
		CLH		31	34.59	36.32	38.14	40.04	42.05

APPENDIX B

**CONTRA COSTA COUNTY OFFICE OF EDUCATION
CLASSIFIED SALARY SCHEDULE 2020/21**

EFFECTIVE 07/01/20

	CODE	SCHD	DAYS	RANG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Facilities Maintenance Worker <i>(new 07/01/15)</i>	3133	CLM	260	15	4,038	4,238	4,452	4,675	4,909
		CLH		15	23.30	24.45	25.68	26.97	28.32
Facilities Operations Specialist <i>(range change 07/01/18)</i>	3134	CLM	260	21	4,683	4,922	5,167	5,423	5,695
		CLH		21	27.02	28.40	29.81	31.29	32.86
Facilities Operations Technician <i>(title change 08/01/19)</i>	3092	CLM	260	19	4,461	4,680	4,918	5,162	5,419
		CLH		19	25.74	27.00	28.37	29.78	31.26
Facilities Worker <i>(title change 07/01/05)</i>	3035	CLM	260	13	3,841	4,032	4,235	4,447	4,670
		CLH		13	22.16	23.26	24.43	25.66	26.94
Fiscal Accounts Payable Audit Technician, Districts <i>(new 11/25/14)</i>	3127	CLM	260	20	4,568	4,802	5,038	5,290	5,557
		CLH		20	26.35	27.70	29.07	30.52	32.06
Fiscal Services Technician, Districts <i>(range change 07/01/12)</i>	3005	CLM	260	24	5,042	5,294	5,563	5,841	6,128
		CLH		24	29.09	30.54	32.09	33.70	35.35
Human Resources Specialist <i>(range change 07/01/20)</i>	3143	CLM	260	24	5,042	5,294	5,563	5,841	6,128
		CAM		9	3,481	3,655	3,838	4,028	4,231
		CAM		9	3,481	3,655	3,838	4,028	4,231
Instructional Assistant, Special Education, DHH <i>(new 07/01/20)</i>	4013	CAH	180	9	20.08	21.09	22.14	23.24	24.41
Instructional Assistant - Assistive Technology	4009	CAH	180	8	19.60	20.57	21.61	22.68	23.82

APPENDIX B

**CONTRA COSTA COUNTY OFFICE OF EDUCATION
CLASSIFIED SALARY SCHEDULE 2020/21**

EFFECTIVE 07/01/20

	CODE	SCHD	DAYS	RANG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Instructional Assistant - Early Start Program	4007	CAM		9	3,481	3,655	3,838	4,028	4,231
		CAH	180	9	20.08	21.09	22.14	23.24	24.41
Instructional Assistant - Support Room	4008	CAM		11	3,660	3,839	4,029	4,233	4,444
		CAH	180	11	21.12	22.15	23.24	24.42	25.64
Intervention Specialist (Tobacco Use Prevention Education)	3043	CAM	180	8	3,397.00	3,565.00	3,745.00	3,931.00	4,128.00
(new 09/01/19)		CLM	260	27	5,436	5,704	5,989	6,290	6,603
		CLH		27	31.36	32.91	34.55	36.29	38.09
Itinerant Assistant to the Deaf and Hard of Hearing (DH)	4011	CAH	180	8	19.60	20.57	21.61	22.68	23.82
(new 06/01/19)									
Lead Accounting and Payroll Specialist	3136	CLM	260	25	5,171	5,433	5,700	5,987	6,285
(new 02/01/16)		CLH		25	29.83	31.34	32.88	34.54	36.26
Lead Custodian	3132	CLM	260	14	3,938	4,134	4,344	4,559	4,787
		CLH		14	22.72	23.85	25.06	26.30	27.62
Lead District Fiscal Advisor	3156	CLM	260	37	6,957	7,303	7,667	8,055	8,455
(Title change 07/01/2020)		CLH		37	40.14	42.13	44.23	46.47	48.78
Lead Retirement Compliance Specialist	3153	CLM	260	26	5,299	5,565	5,844	6,136	6,443
(title and range change 07/01/2020)		CLH		26	30.57	32.11	33.72	35.40	37.17
Lead Program Accountant	3147	CLM	260	34	6,460	6,783	7,121	7,479	7,850
(new 05/01/19)		CLH		34	37.27	39.13	41.08	43.15	45.29
Maintenance Worker I	3089	CLM	260	16	4,137	4,347	4,562	4,792	5,030
(range change 07/01/05)		CLH		16	23.87	25.08	26.32	27.65	29.02

APPENDIX B

**CONTRA COSTA COUNTY OFFICE OF EDUCATION
CLASSIFIED SALARY SCHEDULE 2020/21**

EFFECTIVE 07/01/20

	<u>CODE</u>	<u>SCHD</u>	<u>DAYS</u>	<u>RANG</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Maintenance Worker <i>(See addendum)</i>	3091	CLM	260	19	4,461	4,680	4,918	5,162	5,419
		CLM		43	8,066	8,470	8,893	9,338	9,804
Occupational Therapist	4017	CLH	184	43	46.53	48.87	51.31	53.87	56.56
Office Assistant I	3068	CLM	260	4	3,077	3,230	3,393	3,563	3,743
		CLH		4	17.75	18.63	19.58	20.56	21.59
Office Assistant II	3066	CLM	260	8	3,397	3,565	3,745	3,931	4,128
		CLH		8	19.60	20.57	21.61	22.68	23.82
Office Assistant III	3064	CLM	260	12	3,749	3,934	4,132	4,341	4,556
		CLH		12	21.63	22.70	23.84	25.04	26.28
Payroll Specialist <i>(new 10/01/13)</i>	3122	CLM	260	22	4,803	5,041	5,292	5,560	5,837
		CLH		22	27.71	29.08	30.53	32.08	33.68
Program Accountant <i>(range change 07/01/20)</i>	3050	CLM	260	32	6,147	6,455	6,779	7,116	7,470
		CLH		32	35.46	37.24	39.11	41.05	43.10
Purchasing Technician	3074	CLM	260	22	4,803	5,041	5,292	5,560	5,837
		CLH		22	27.71	29.08	30.53	32.08	33.68
Reentry Employment Specialist <i>(new 05/01/20)</i>	3150	CLM	260	27	5,436	5,704	5,989	6,290	6,603
		CLH		27	31.36	32.91	34.55	36.29	38.09
Reentry Transition Specialist <i>(new 04/12/16)</i>	3138	CLM	260	27	5,436	5,704	5,989	6,290	6,603
		CLH		27	31.36	32.91	34.55	36.29	38.09

APPENDIX B

**CONTRA COSTA COUNTY OFFICE OF EDUCATION
CLASSIFIED SALARY SCHEDULE 2020/21**

EFFECTIVE 07/01/20

	CODE	SCHD	DAYS	RANG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Retirement Compliance Specialist <i>(title and range change 07/01/2020)</i>	3152	CLM	260	24	5,042	5,294	5,563	5,841	6,128
		CLH		24	29.09	30.54	32.09	33.70	35.35
School Administrative Assistant <i>(title and range change 07/01/05)</i>	3012	CLM	260	16	4,137	4,347	4,562	4,792	5,030
		CLH		16	23.87	25.08	26.32	27.65	29.02
Student Information System Specialist I <i>(range change 07/01/05)</i>	3033	CLM	260	21	4,683	4,922	5,167	5,423	5,695
		CLH		21	27.02	28.40	29.81	31.29	32.86
Student Information Systems Specialist II <i>(new 01/01/17)</i>	3139	CLM	260	25	5,171	5,433	5,700	5,987	6,285
		CLH		25	29.83	31.34	32.88	34.54	36.26
Systems Support Representative I <i>(range change 07/01/20)</i>	3114	CLM	260	22	4,803	5,041	5,292	5,560	5,837
		CLH		22	27.71	29.08	30.53	32.08	33.68
Systems Support Representative II <i>(new 12/18/15)</i>	3135	CLM	260	25	5,171	5,433	5,700	5,987	6,285
		CLH		25	29.83	31.34	32.88	34.54	36.26
Technology Support Technician <i>(title and range change 07/01/2020)</i>	3151	CLM	260	24	5,042	5,294	5,563	5,841	6,128
		CLH		24	29.09	30.54	32.09	33.70	35.35
Technology Training Advisor <i>(title and range change 07/01/2020)</i>	3154	CLM	260	24	5,042	5,294	5,563	5,841	6,128
		CLH		24	29.09	30.54	32.09	33.70	35.35
Testing and Transcript Evaluator <i>(new 06/05/09)</i>	3104	CLM	260	17	4,245	4,456	4,677	4,914	5,157
		CLH		17	24.49	25.71	26.98	28.35	29.75
Tutor	3100	CLM	260	14	3,938	4,134	4,344	4,559	4,787
		CLH		14	22.72	23.85	25.06	26.30	27.62

APPENDIX B

**CONTRA COSTA COUNTY OFFICE OF EDUCATION
CLASSIFIED SALARY SCHEDULE 2020/21**

EFFECTIVE 07/01/20

	CODE	SCHD	DAYS	RANG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Workability Employment Specialist I <i>(range change 07/01/20)</i>	3116	CLM	260	18	4,350	4,566	4,798	5,034	5,286
		CLH		18	25.10	26.34	27.68	29.04	30.50
Workability Employment Specialist II <i>(range change 07/01/05)</i>	3030	CLM	260	19	4,461	4,680	4,918	5,162	5,419
		CLH		19	25.74	27.00	28.37	29.78	31.26
Youth Services Specialist I <i>(title change 07/30/20)</i>	3157	CLM	260	23	4,923	5,168	5,427	5,697	5,981
		CLH		23	28.40	29.82	31.31	32.87	34.51
Youth Development Services Specialist I (TUPE) <i>(new 06/15/15)</i>	3131	CLM	260	23	4,923	5,168	5,427	5,697	5,981
		CLH		23	28.40	29.82	31.31	32.87	34.51
Youth Development Services Specialist II (TUPE) <i>(new 10/01/17)</i>	3141	CLM	260	27	5,436	5,704	5,989	6,290	6,603
		CLH		27	31.36	32.91	34.55	36.29	38.09
ADDENDUM - Effective 07/01/2003 (Employees hired prior to 01/01/2000)									
Maintenance Worker II	3091	CLM	260	57	4,688	4,923	5,169	5,428	5,699
		CLH		57	27.05	28.40	29.82	31.32	32.88



Contra Costa County Office of Education

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REPORT OF SAFETY OR HEALTH HAZARD

(The COE Safety Committee reviews all Safety or Health Hazard forms received by the Safety Coordinator)

Name _____ Date _____

Work Site _____ Department _____

Work Phone _____

Please mail or fax this form to your Program Administrator or Principal.
cc: Safety Coordinator, Human Resources

Description and location of safety or health hazard:

Principal/Administrator's assessment:

Principal/Administrator's plan of action:

Signature: _____ Date completed: _____

A copy of this completed form should be sent to the employee.
cc: Safety Coordinator, Human Resources

INSTRUCTIONS FOR CLASSIFIED EVALUATION REPORT

PURPOSE

Through the use of the Classified Evaluation Report, each employee should have an understanding of her/his responsibilities and how those responsibilities relate to the overall objectives of the Contra Costa County Office of Education. It is also the intent that, as a result of the evaluation process, each person may achieve a greater satisfaction in her/his on-the-job accomplishments.

PROCEDURE

- As per the provisions of Article 11 of the Classified Contract, every regular classified employee shall receive a formal, written evaluation.

PROBATIONARY CLASSIFIED EMPLOYEES:

- Each employee will meet with her/his supervisor in the **first 2 months** of employment to go over the specific job duties, job description and evaluation form. A copy of the evaluation form will be given to the employee and a copy placed in the employee's personnel file.
- **General classified employees only:** Will meet with her/his supervisor again **after 4 months** of employment.
- Each employee will meet again with her/his supervisor before the **end of six month** probationary period.

REGULAR PERMANENT CLASSIFIED EMPLOYEES:

- Employees will receive a formal, written evaluation annually.
- Each employee will receive a copy of the evaluation form at least one week before the evaluation meeting so the employee can come prepared. For evaluation of instructional assistants only, the teacher input sheet will be distributed two weeks prior to the evaluation meeting. (The teacher input sheet does not go into the personnel file.)
- Each employee will receive a copy of her/his evaluation and be allowed to attach a written response. The signature of the employee and that of the immediate supervisor shall be entered on the evaluation form. Should the employee refuse to sign, that fact should be noted on all copies of the evaluation form.

DEFINITIONS OF RATINGS

- **Regularly Meets:**
Performance expected of a fully qualified employee. Employee is thoroughly qualified and is meeting all standards for the position.
- **Satisfactory:**
Employee is qualified and is meeting most standards for the position.
- **Needs to Improve:**
Level of performance is less than expected of a qualified employee. Improvement is necessary. This rating should be discussed with the employee, and a written improvement plan with specific objectives should be mutually agreed upon.



Performance Evaluation Report For CLASSIFIED EMPLOYEES

Employee Name: _____	Employee Status: Probationary <input type="checkbox"/> Regular <input type="checkbox"/>
Classification: _____	Location: _____
Type of Evaluation: 2 Month <input type="checkbox"/> Annual <input type="checkbox"/> 4 Month <input type="checkbox"/> Other <input type="checkbox"/> 6 Month <input type="checkbox"/>	Evaluation Date: _____

Section A: (mandatory) CRITERIA RATING CHECK LIST (Immediate supervisor must check each factor in the appropriate column. For final marking use ink, or form located on the computer network at *g:\common\hrdforms\eval\class.doc* or available on disk in Human Resources)

Please review job description before completing this form	Performance Standards			Comments – Commendations - Special Recognition
	Regularly Meets	Satisfactory	Needs to Improve	
Knowledge of Work: ♦ Knows and understands all phases of this job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Quality of Work: ♦ Neat/Accurate ♦ Manages time	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	
Attendance and Punctuality: ♦ Attends regularly ♦ Punctual ♦ Adheres to work schedule	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Work Characteristics ♦ Shows initiative and is resourceful ♦ Adaptable ♦ Positive attitude	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

Please review job description before completing this form	Performance Standards			Comments – Commendations - Special Recognition
	Regularly Meets	Satisfactory	Needs to Improve	
Dependability <ul style="list-style-type: none"> ♦ Minimum supervision required ♦ Follows oral and written instructions 	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	
Working Relationships <ul style="list-style-type: none"> ♦ Courtesy and tact ♦ Uses discretion ♦ Cooperative relationships with staff ♦ Cooperative relationship with supervisor 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Safety Practices <ul style="list-style-type: none"> ♦ Follows safe work procedures ♦ Follows universal precautions 	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	
Personal Appearance <ul style="list-style-type: none"> ♦ Well groomed and dressed appropriately for the workplace 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
For Instructional Assistants Only <ul style="list-style-type: none"> ♦ Works well with students individually and in small groups ♦ Uses positive reinforcement, motivates and encourages students to achieve ♦ Demonstrate consistency in assisting teacher to control classroom. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Section B:

Professional/Personal Goals:

Supervisor's Comments:

Employee's Comments (optional):

Section C: (mandatory)

Employee

I have ☐ read this completed appraisal.
☐ discussed this appraisal with the rater
on _____ (date).
☐ received a copy of the appraisal.

☐ I understand that my signature does not necessarily
indicate agreement.

Immediate Supervisor

I have ☐ direct observation and knowledge of the
employee's performance.
☐ discussed this appraisal with the employee.
☐ given a copy of the appraisal to the employee.
☐ recommended step increase to step ____.

Employee Signature

Date

Supervisor Signature

Date

Performance Evaluation for ____

TEACHER INPUT SHEET

Please provide input in the following areas for the Instructional Assistant in your classroom:

Name of Instructional Assistant: _____

Strengths/Challenges:

Relationships with parents/guardians, school staff and others:

Responsibility and dependability:

Other:

Signature: _____ Date: _____



Contra Costa County Office of Education

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REQUEST FOR FAMILY CARE AND MEDICAL LEAVE OF ABSENCE (Please complete and forward to the Associate Superintendent, Human Resources)

Name _____ SS# _____
Last First Initial Last 4 numbers of SSN

Position _____ Site/Dept. _____

***PREGNANCY DISABILITY (employee to provide medical verification)**

Anticipated date of birth _____

Disability leave requested from _____ through _____

***PERSONAL LEAVE for care of (check one) (employee to provide medical or legal verification)**

☐ infant ☐ adoption of child ☐ placement of foster child with employee

Anticipated date of birth/adoption/placement of foster child _____

Leave request from _____ through _____

***SICK LEAVE for (check one) (employee to provide medical verification)**

☐ own serious health condition
☐ care for an immediate family member with a serious health condition

(Specify relationship _____).

Method of Leave Requested: ☐ Consecutive ☐ Intermittent or reduced leave schedule (specify work schedule/school calendar)

Leave requested from _____ through _____

***INDUSTRIAL ACCIDENT/ILLNESS LEAVE (employee to provide medical verification)**

Leave request from _____ through _____

Employee's Signature

Date

Associate Superintendent, Human Resources

Date

To be completed by Human Resources:

Total hours _____ Year _____

Hire date: _____ 1,250 hours requirement met ☐ Yes ☐ No

This is to inform you that you are ☐ eligible ☐ not eligible for leave under the FMLA.

***FMLA Notification Form provided to employee.**



CONTRA COSTA COUNTY
Office of Education
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REQUEST FOR TUITION/COURSE REFUND (Classified Employees)

EMPLOYEE	SSN(last 4 digits)	CLASSIFICATION	WORK LOCATION
ADDRESS			
REQUEST FOR COURSE APPROVAL			
COURSE(S) TITLE/NUMBER(S)			
SCHOOL/AGENCY		LOCATION	
APPROXIMATE COSTS:			
\$ _____	TUITION	DATE COURSE BEGINS _____	
\$ _____	REQUIRED BOOKS	DATE COURSE ENDS _____	
\$ _____	OTHER COURSE MATERIAL		
\$ _____	FEES AND PARKING PASSES		
PLEASE STATE HOW THIS COURSE OF STUDY WILL BENEFIT YOU IN YOUR WORK:			
_____ EMPLOYEE SIGNATURE		_____ DATE	
SUPERVISOR SIGNATURE	DATE	APPROVED	NOT APPROVED
		ASSISTANT SUPERINTENDENT/ HUMAN RESOURCES	
Upon satisfactory completion of the above course(s), complete the section below, attach documentation indicating satisfactory completion of the course(se) and submit this to the Human Resources Department.			
REQUEST FOR TUITION REFUND			
TO BE COMPLETED BY EMPLOYEE		FOR HUMAN RESOURCES USE ONLY	
ENTER TUITION EXPENSES (attach receipt(s)) \$ _____		\$ _____	
LIST REQUIRED TEXTBOOKS, FEES, PARKING PASSES, COURSE MATERIALS PURCHASED (attach receipt(s))			
_____ \$ _____		\$ _____	
_____ \$ _____		\$ _____	
_____ \$ _____		\$ _____	
_____ \$ _____		\$ _____	
TAX \$ _____		REIMBURSEMENT AMOUNT	
TOTAL \$ _____		\$ _____	
UNITS RECORDED: _____		APPROVED FOR PAYMENT	
SACs CODE: _____		ASSISTANT SUPERINTENDENT/HUMAN RESOURCES _____ DATE _____	

APPENDIX G

RECLASSIFICATION TIMELINE **(Approximate Dates)**

By March 20	Reclassification application requests must be submitted to Human Resources
By March 27	Confirmation of receipt of reclassification application sent to employee by Human Resources
By April 15	Screening Committee has met and reviewed all reclassification requests and forwarded to those that meet criteria
By April 25	Successful reclassification applicants notified
By May 1	Reclassification Panel receives copies of successful reclassification application requests
By May 15	Reclassification Review Panel has met with presentations made by employees
By May 22	Recommendations of the panel forwarded to Superintendent or designee for final action
By June 10	Final decision made and employee notified by Human Resources within five (5) working days
By July 1	All approved reclassifications shall take effect



Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388
Lynn Mackey, Superintendent of Schools

PERSONAL PROPERTY REIMBURSEMENT CLAIM FOR CCCOE EMPLOYEES

INSTRUCTIONS

Personal property reimbursement is provided for loss or damage to an *employee's* property while on duty that is *not* a result of the employee's negligence.

1. Please complete the attached Personal Property Reimbursement Claim form
2. Submit the following along with the claim form:
 - ☐ Copy of Police report or case number (if applicable)
 - ☐ A repair estimate or replacement receipt (if applicable)
 - ☐ A copy of the amount covered by the individual's insurance for reimbursement of insurance deductible (if applicable)

3. Submit claim and all forms to:

Contra Costa County Office of Education
Business Services
Attn: Brenna Fleck
77 Santa Barbara Road
Pleasant Hill, CA 94523

Phone: (925) 942-3418
Fax: (925) 945-1458
E-mail: bfleck@cccoe.k12.ca.us

Property reimbursement is subject to the criteria set forth in the Agreements between CCCOE and Public Employees Union Local One; and CCCOE and Schools Education Association/CTA/NEA. The sections of the agreements are attached.



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AGREEMENT WITH

PUBLIC EMPLOYEES UNION LOCAL ONE

ARTICLE 22

AUTHORIZED REIMBURSEMENTS

1. Unit members who are required to use their automobiles in performance of their duties shall be reimbursed monthly for all travel at the current IRS rate. Should the Employer increase the rate above the current IRS rate for any other employee/employer organization, reimbursement to Unit members shall be increased to the same rate. Any change in the legal requirement shall subject the parties to meet and negotiate.
2. Property Loss
 - a. Employees shall be reimbursed for the repair or replacement of any personal property of the employee stolen, damaged, or destroyed while the employee was on duty, unless such damage or theft is due to negligence by the employee and only to the extent not covered by the employee's personal insurance. Personal property shall include but not be limited to eye glasses, watches, and articles of clothing necessarily worn or carried by the employee, and vehicles.
 - b. In the event a payment is made under this policy, the Employer will, to the extent of such payment, be subrogated to any right of the employee to cover compensation for such damaged property. The Employer will be entitled to enforce its subrogation rights in any court of competent jurisdiction.
 - c. The amount of reimbursement to the employee by the Employer shall be limited to the actual cost of repair or replacement, not to exceed \$500.00 per incident. Reimbursement of loss to be determined on a case-by-case basis.
3. Equipment Loss
 - a. Employees shall be reimbursed for theft, destruction, or damage by arson, burglary, or vandalism of personal property required or approved by the immediate supervisor in the performance of assigned job duties. Reimbursement shall be made only when (1) written approval by completing the Personal Property Reimbursement Claim Form (Appendix H -also can be found on the CCCOE Website) for use of the personal property was given before the property was brought to the work site, and (2) the value of the property was agreed upon by the person or persons bringing the property and the program administrator at the time the approval for its use was given.
 - b. The amount of reimbursement to the employee by the Employer shall be the value as ascertained at the time approval was granted.



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AGREEMENT WITH

SCHOOLS EDUCATION ASSOCIATION / CTA / NEA

ARTICLE 18

AUTHORIZED REIMBURSEMENTS

1. Mileage Reimbursement

Schedules of Unit Members assigned to more than one (1) location shall be developed in consultation with the Unit Member involved to minimize the amount of travel. Unit Members who are required to use their automobiles in performance of their duties shall request reimbursement monthly for all travel at the established IRS mileage allowance rate. IRS rates will be posted within 30 days of receipt by the Employer.

2. Property Loss

- a. Subject to the limit specified in Section 2.c. of this Article, Unit Members shall be reimbursed for the repair or replacement of any personal property of the Unit Member stolen, damaged, or destroyed while the Unit Member was on duty, unless such damage or theft is due to negligence by the Unit Member.
- b. Reimbursement shall not exceed the deductible amount of the Unit Member's own automobile coverage for damage to vehicle as well as contents.
- c. The amount of reimbursement to the Unit Member by the Employer shall be no more than five hundred dollars (\$500) nor less than ten dollars (\$10) per incident.

3. Equipment Loss

- a. Unit Members shall be reimbursed for theft, destruction, or damage by arson, burglary, or vandalism of property required or approved by the immediate supervisor in the performance of assigned job duties. Reimbursement shall be made only when 1) written approval for use of the personal property was given before the property was brought to the work site, and 2) the value of the property was agreed upon by the owner or owners bringing the property, and the site administrator at the time the approval for its use was given.
- b. The amount of reimbursement to the Unit Member by the Employer shall be no more than five hundred dollars (\$500) nor less than ten dollars (\$10) per incident. In the event the loss exceeds \$500.00, the Employer may allow additional reimbursement.

4. Reimbursement Process for Property/Equipment Loss

These reimbursements are processed through the CCCOE Business Office.

**Contra Costa County Office of Education**

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388
Lynn Mackey, Superintendent of Schools

PERSONAL PROPERTY REIMBURSEMENT CLAIM FOR CCCOE EMPLOYEES

Request is hereby made to the Agency for reimbursement for my property loss.

Personal Information

Name: _____ Position: _____
Home Address: _____ Telephone: _____

Site/Office Name: _____ Telephone: _____
Address: _____

Description of Property *(if auto, give year, make, model and license number)***Description of Loss** *(details of actual loss, place, date, time and other pertinent information)***Other Information** *(attach copies of police report, photos, estimates, receipts, insurance deductible, etc.)*

How did it occur? _____

Loss reported to: ☐ Security ☐ Police ☐ Other _____

Witnesses *(name, address and telephone number)* _____

Party Causing Loss *(if known)* _____

Amount of Loss: \$ _____ Insurance Deductible Amount: \$ _____

Name of Insurance Company: _____

I certify all statements to be true and claim the above amount as full reimbursement. I further certify that I have exhausted all other means of reimbursement reasonably available to me. If the claim is allowed, I hereby subrogate to the Agency any right to recover compensation for such damaged property.

Signature: _____ Date: _____

CERTIFICATION OF SUPERVISOR:

- ☐ I believe the above to be a true and accurate statement of the facts.
☐ Property loss is not a result of employee's negligence.

Signature: _____ Date: _____



**OATH OF ALLEGIANCE
FOR PERSONS EMPLOYED BY
CONTRA COSTA COUNTY OFFICE OF EDUCATION
OF THE STATE OF CALIFORNIA**

(Required by Article XX, Section 3, of the "Constitution of California")

I, _____, do solemnly swear (or affirm) that I will support and
(print name)
 defend the Constitution of the United States and the Constitution of the State of California
 against all enemies, foreign and domestic; that will bear true faith and allegiance to the
 Constitution of the United States and the Constitution of the State of California; that I take this
 obligation freely, without any mental reservation or purpose of evasion; and that I will well
 and faithfully discharge the duties upon which I am about to enter.

Signed: _____

SSN (last four digits only): _____

Birthdate: _____

Date Signed: _____

Due to valid religious beliefs, I cannot, in good conscience, sign the above oath.

_____, 20_____
Signature **Date**

State of California) SS
 County of Contra Costa)

Subscribed and sworn to before me this _____ day of _____.

Signed: _____

(This Oath may be taken without charge before any officer authorized by State Law to administer oaths.)

APPENDIX J

CalPERS Circular Letter No.: 200-055-12

Definition of a New Member

A new member is defined in PEPRAs as any of the following:

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

Effective January 1, 2013, every new enrollment will be tested against this definition of "new member", regardless of whether the enrollment is for a first-time CalPERS member or an existing CalPERS member.

It is important to note that if a member has a break in service of more than six months but returns to service with the same employer, the member would not be considered a new member under PEPRAs. All State agencies, including CSU, are treated as a single employer under PEPRAs, as are all school employers.

CalPERS refers to all members that do not fit within the definition of a new member as "classic members". All existing CalPERS members as of December 31, 2012, will retain the existing benefit levels for future service with the same employer. Because the new member determination is made on an appointment-by-appointment basis, classic members will be tested against the "new member" definition upon each new appointment and, in some cases, may become "new members" for services under a new appointment. PEPRAs does not require retroactive reductions to benefits earned for prior service, even where a member separates from service and is later re-hired as a new member by a new employer and becomes subject to the applicable PEPRAs formula. In these cases, the member's "classic member" service will be calculated separately from his or her service as a "new member".

Contra Costa County Office Of Education 9/80 Work Schedule Plan

Education Code Section 45133 provides that a County Superintendent of Schools may establish a nine-hour-per-day, eighty-hour-per-two-week work schedule with the concurrence of the employee organization Section 8.1.a (3) of the Master Contract with representatives of the Classified Units reflects mutual agreement between the Employer and the Union whereby a 9/80 Flexible Work Schedule may be implemented in specific work units for specific classified positions.

The 9/80 Flexible Work Schedule Plan consists of eight nine-hour days, one eight-hour day, and one scheduled day off in the 9/80 two-week cycle. Work units participating in the 9/80 Plan may select either Friday or Monday as a scheduled day off every other week. The scheduled day off will be the same day as the eight-hour day; i.e., if the employee's scheduled day off is every other Friday, then the Friday the employee works will be the eight-hour day.

The 9/80 work week will begin on noon on Friday/Monday, depending upon which day is selected as the day off during the two-week cycle; and will end at noon the following Friday/Monday. The diagram shown below identifies Friday as the schedule day off:

Monday	Tuesday	Wednesday	Thursday	Friday
9	9	9	9	8
9	9	9	9	OFF
9	9	9	9	8
9	9	9	9	OFF

Implementing the Work Plan Schedule

Effective on or following July 1, 1994, the 9/80 work schedule may be implemented in a CCCOE work unit for full-time classified unit members.

Participation in the 9/80 Plan

Participation in the 9/80 Plan is on a voluntary basis for full-time general classified unit members. Part-time, temporary, and probationary employees may not participate in the 9/80 plan. Employee(s) must complete a 9/80 application form (attached) which must be approved by the employee's immediate supervisor, along with concurrence of the Department Head/Director.

9/80 Plan Termination or Change

Employees must give their supervisor two weeks notice of their intent to return to a regular work schedule. The two week 9/80 cycle must be completed; employees have the option of using accrued vacation or leave time (excluding sick leave) to complete the cycle. An employee opting out of the 9/80 plan may transfer back only once in a twelve-month period.

Adequate coverage must be maintained in each work unit. Should the needs of the work unit not be met or changed it is understood that the employee may be required to return to a regular work schedule.

Employees who are promoted, reclassified, reassigned, or transferred must re-apply to participate in the 9/80 plan for their new position. The Employer may, at its sole discretion, modify and/or terminate the 9/80 Flexible Work Schedule Plan after meeting with representatives of the Union to discuss the reasons for modification or termination.

Imbalance of Hours

If an imbalance of hours occurs between the regular work schedule and the 9/80 Plan schedule an adjustment will be made in the next pay period providing time off or charging vacation/leave time accrual equal to the imbalance of hours.

Holidays

If a holiday falls on a nine-hour work day, the employee will observe an 8 hour holiday. The employee has the option to use one hour of accrued leave time (excluding sick leave) or leave without pay on the holiday or to work nine hours on their scheduled 8 hour day during the two week cycle.

If a holiday falls on an employee's scheduled day off, the employee will take the preceding or following day off. Notice must be given to the supervisor of the employee's intent prior to the holiday. If a conflict or problem results from the employee's taking the preceding or following day off, the supervisor may approve an equal leave time to be taken within the two week cycle in which the holiday occurs.

Sick Leave/Vacation

Employees participating in the 9/80 plan may NOT use sick leave on their schedule day off.

Sick leave and vacation will be accrued in the same manner as in the regular work schedule. Sick leave and vacation will be tracked on an hour for hour basis.

For example:

- If an employee is out sick on a 9 hour work day, 9 hours will be charged to sick leave.
- If an employee takes two consecutive weeks of vacation, 80 hours will be charged to vacation.
- If an employee takes a week of vacation that includes his/her regularly scheduled 8 hour Friday, 44 hours will be charged to vacation.
- If an employee takes a week of vacation that includes his/her scheduled day off, 36 hours will be charge to vacation.

In the event that a 9/80 Plan Participant enters a difference pay situation a substitute will be utilized and the Plan Participant will receive difference pay for the number of hours he/she was scheduled to work that particular day.

The employee's immediate supervisor will be responsible for monitoring all sick leave and vacation.

Disability/Worker's Compensation

Any employee who is off due to disability or workers' compensation will return immediately to the regular work schedule for payroll accounting purposes.

Overtime

Overtime shall be defined as stated in E. Code 45133: "The overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed nine hours, at a rate equal to one and one-half times the regular rate of pay for the employee designated and authorized to perform the work."

Jury Duty/Voluntary Training

Employees on the 9/80 plan will not receive overtime or additional time off for jury duty or voluntary training when it falls on their scheduled day off.

Federal and State Regulations

All applicable federal and state regulations pertaining to work hours shall be followed.'

Employee Notification

All eligible employees shall receive a copy of the 9/80 Work Schedule Plan prior to its implementation.

APPENDIX K



REQUEST FOR PARTICIPATION IN 9/80 WORK SCHEDULE

Employee Name: _____
(Please print)

Employee ID# _____ or Last Four Digits of SS# _____

I wish to participate in the 9/80 plan and agree to comply with the provisions of the plan set forth in the agreement.

I request that my day off be _____.

I understand that this schedule and this day off are subject to approval, and that the needs of the work unit may necessitate changes or discontinuing this schedule.

I understand that I may discontinue this schedule with prior written notice after completion of any two-week cycle.

Employee's Signature

Supervisor's Signature

Date

Date

Director/Associate Superintendent

Date

With mutual agreement between the Employer and the permanent employee, a 9/80 flexible work schedule shall be established. The Employer may at its sole discretion modify and/or terminate the 9/80 flexible work schedule plan after meeting with the employee to discuss the reasons for such modification or termination. Upon employee request, Employer will respond within fifteen (15) business days. (Article 9, Section 1.A.3)

Original to be sent to Human Resources Department