

Santa Clara County  Office of Education

AGREEMENT

Between the

**OFFICE OF THE
SANTA CLARA COUNTY
SUPERINTENDENT OF SCHOOLS**

and the

**Paraeducators
Office, Technical and Business Services (OTBS)
Operations Support Services (OSS)**

and

**LOCAL 521
Service Employees International Union**

September 1, 2022 – August 31, 2024

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Article 1 – Recognition

1.1 Recognition

1.1.1 Paraeducators Unit

Pursuant to the Public Employment Relations Board letter dated December 21, 1980, the Santa Clara County Office of Education, (herein referred to as the “Office”), recognizes Local 521, SEIU, (herein referred to as the "Union"), as the exclusive bargaining agent for all members of the classified service in the Paraeducators Unit effective December 21, 1980.

OTBS Unit

Pursuant to the Public Employment Relations Board letter dated December 21, 1980, the Santa Clara County Office of Education, (herein referred to as the “Office”), recognizes Local 521, SEIU, (herein referred to as the "Union"), as the exclusive bargaining agent for all members of the classified service in the Office Technical Business Services (OTBS) Unit effective December 21, 1980.

1.1.2 OSS Unit

Pursuant to the Educational Employment Relations Board letter dated June 17, 1977, the Office of the Santa Clara County Office of Education (herein referred to as the “Office”) recognizes Local 521, SEIU, (herein referred to as the “Union”), as the exclusive bargaining agent for all members of the classified service in the Operations-Support Services (OSS) Unit.

1.2 Unit Description

The Paraeducators Unit includes the classifications listed in Appendix A-1. The OTBS Unit includes the classifications listed in Appendix A-2. The OSS Unit includes the classifications listed in Appendix A-3. The bargaining unit may be expanded to other classes by mutual agreement of the Office and the Union, subject to the rules of the Public Employment Relations Board. Information shall be furnished to the Union of any new classifications within the classified service prior to such classes being allocated to the bargaining unit.

1.3 Reclassification Procedure

A reclassification may occur when significant duties and responsibilities have accrued to a position over time. All reclassifications are handled by the Personnel Commission, which has its own procedures and timelines to be followed by a worker or any other person requesting the reclassification.

1.3.1 Worker Questionnaire

The worker will complete the questionnaire and return it to Classified Personnel Services. The worker may also send a copy to the Union office.

1.3.2 Union Notification

Classified Personnel Services will notify the Union consistent with its rules with the final recommendation along with a list of any affected workers prior to any meeting regarding the reclassification.

1.3.3 Meeting Representation

The Union representative will be offered the opportunity to be present at all formal reclassification meetings for bargaining unit workers.

1.3.4 Union Appeal to Personnel Commission

If at the end of these meetings agreement regarding classification specifications and appropriate ranges for these classifications has not been reached, the Union may address its concerns at a Personnel Commission meeting.

1.3.5 Merit System Rules

Other reclassification procedures are available to workers as set forth in Merit Systems Rules.

Article 2 – Management Rights

It is agreed that the Office has all the customary and usual rights, powers, functions, and authority to discharge its obligations. The rights, powers, and authority, which the Office had prior to the execution of this contract, are retained, except as modified by this contract or by any supplement to the contract arrived at through the process of collective bargaining.

Article 3 – Union Security

3.1 Dues Deduction

The Office agrees to deduct from the pay of all bargaining unit workers such Union dues authorized in writing by the worker as prescribed by the Union. Said deductions shall be paid to the Union monthly, together with a written statement of the names, with social security numbers, base wages, and amounts deducted. These dues shall be deducted from the worker's paycheck and shall be calculated on base pay. All workers in the unit who have made an authorization for the deduction of Union dues, which authorization is in effect on the effective date of this Agreement, shall have such deduction continued.

Definition: Part-Year Workers are employed for less than 52 weeks and are assigned a fixed work year.

3.1.1 Union Dues – Intermittent Workdays

Part-year workers who work eight (8) consecutive days in one or more assignments shall pay Union dues.

3.1.2 Union Dues – Part-Year Workers

Other part-year permanent workers will continue to have Union dues deducted from their end of the month paycheck according to Section 7.2.

3.2 New Hires

Workers who become covered by this Agreement after its effective date may, at any time, execute an authorization for the payroll deduction of Union dues. The Office shall, within fifteen (15) days of their appointment, notify the Union of the names, social security numbers, home addresses and status of all newly-hired bargaining unit workers.

3.3 Reinstatement

Upon the reinstatement of any unit worker, or upon return from unpaid leave of absence or recall from layoff, the Office will resume or initiate dues deductions for such unit worker in accordance with this Section.

3.4 Checkoff

The Union shall have the sole and exclusive right to have membership fees deducted by the Office on payroll authorization forms for all unit workers covered by this contract. The Office shall deduct Union dues, assessments, insurances, and the COPE deduction upon written authorization from any unit worker in accordance with state law and the provisions of this contract. The Office shall pay over to the designated payee within fifteen (15) days all sums so deducted.

3.5 Hold Harmless

The Union shall indemnify and hold the Office harmless against all forms of liability that may arise out of or occur by reason of the implementation of this Article.

Article 4 – Probationary Period and Evaluations

4.1 Probationary Period

4.1.1 Duration of Probation

A new worker appointed from an eligibility list shall serve an initial probationary period of six (6) months or one hundred and thirty (130) days of paid service, whichever is longer, in one (1) class before attaining permanency in the classified service. A worker who has been promoted shall serve a probationary period of six (6) months in the higher class before attaining permanency in that class. Credit toward completion of probation shall be granted only for service in regular positions in the class after appointment from the eligibility list. Credit toward completion of probation shall not be granted for time spent on sick leave exceeding thirty (30) days absence or Industrial Accident/Illness Leave.

4.1.2 Resignation of Probationary Workers

A new worker who resigns in good standing during the worker's initial probationary period shall, upon request, have the worker's name restored in proper rank to the eligibility list. Such action shall not extend the life of the eligibility list or the period of eligibility of the worker.

4.1.3 Release of Probationary Workers

The release of a worker during the worker's initial probationary period shall not be considered a disciplinary action within the meaning of Article 15 of this Agreement and may not be grieved under Article 16 of this Agreement.

4.2 Evaluations

4.2.1 Verbal Notice of the Need for Improved Performance

Prior to the permanent worker's formal evaluation, the worker shall be provided verbal notice by their supervisor or designee in the event that the permanent worker's performance or conduct is unsatisfactory or needs improvement. The notice will include the supervisor or designee providing strategies and/or suggestions for improvement. Such verbal notice may be memorialized in writing. Verbal notices shall be kept confidential.

4.2.2 Evaluations (Schedule)

Regular workers shall be evaluated by their immediate supervisor at least in accordance with the following schedule:

4.2.2.1 Probationary Workers

The worker may be evaluated at the end of the first month of service and shall be evaluated at the end of the third (3rd) and fifth (5th) months of service.

4.2.2.2 Permanent Workers

The worker shall be evaluated at least once each year, and at any time more than sixty (60) workdays later, if the worker leaves the control of that supervisor. Workers with greater than two (2) years' seniority with the Office whose evaluation ratings meet standards or better may be reevaluated every other year.

4.2.3 Evaluations (Process)

Evaluations shall be as set forth in this Article.

4.2.3.1 Review

Performance evaluation reports shall be filed in the worker's personnel file, subject to limitations in Section 4.3 and shall be available for review in connection with promotional exams and disciplinary actions. No evaluation shall be placed in any personnel file without an opportunity for discussion between the worker and the evaluator. Workers shall be allowed to review evaluations contained in their personnel file.

4.2.3.2 Markings and Comments

All markings and comments must be typed or written in ink. In cases where changes or corrections have been made, they must be initialed by the worker and the evaluator before being placed in the worker's personnel file in the Human Resources Branch.

4.2.3.3 Signing

Both the evaluator and the worker must sign the evaluation. Signing an evaluation indicates only that the worker has seen the evaluation but does not imply agreement with the evaluation.

4.2.3.4 Change in Supervisor

If a worker has more than one immediate supervisor during the evaluation period, both supervisors may provide input when preparing the worker's evaluation. Unless agreed to otherwise by both the worker and the supervisor(s), only the current supervisor(s) will meet and review the evaluation with the worker.

4.2.3.5 Consultation

The supervisor shall prepare the evaluation and (where applicable) may consult with the classroom teacher. The evaluation shall be reviewed with the worker as specified in the evaluation form.

4.2.4 Evaluations (Content)

Evaluations shall be based on pertinent and factual data. All evaluations shall include goals for professional growth of the worker. Any areas that require improvement shall include specific recommendations for improvement. Specific provisions for assisting the worker in accomplishing the goals and/or improvements set forth in the evaluation shall be included.

4.2.5 Counseling

All employees who receive a score of "needs improvement" or "unsatisfactory" on their annual evaluation, shall receive counseling in these areas including but not limited to specific strategies on how to make improvements.

4.2.6 Unscheduled Evaluations

At any time, a supervisor may, with the approval of the supervisor's department head, give a worker an unscheduled evaluation. Such evaluations shall be made on prescribed forms and in accordance with Section 4.2.2. This unscheduled evaluation shall be made to recognize outstanding or unsatisfactory service by the worker.

4.2.7 Grievability

The worker may appeal through the grievance procedure:

- violations of required procedures specified in this Article or the evaluation form
- Any overall rating below "meets standards"

4.2.8 Worker's Response to Evaluation

If the worker is not satisfied with other aspects of the worker's performance evaluation, the worker may have a rebuttal attached to the evaluation contained in the worker's personnel file as provided in subsection 4.3 below.

4.3 Personnel Files

4.3.1 Official Personnel File

There shall be only one (1) official personnel file. Workers shall have the right to review their personnel file at a reasonable time during working hours or authorize review by their Union representative. No adverse material will be inserted into the worker's personnel file without fifteen (15) working days prior notice to the worker. Materials that become the subject of a grievance may be removed from the personnel file as part of the grievance/arbitration resolution.

4.3.2 Response to Adverse Material

Workers may respond to adverse material inserted in their personnel file and place a reasonable amount of correspondence originating from other sources if such correspondence is directly related to their job performance.

4.3.3 Log of Names

Each unit worker's personnel file shall contain a log indicating the names of all persons examining the file and the dates of such examination. Upon a worker's request, the Human Resources Branch will copy and deliver to the worker a copy of the sign-in log from the worker's personnel file.

4.3.4 Adverse Material

Any adverse material in the worker's file, including the Performance Evaluation Report, shall be given consideration for removal after eighteen (18) months. Requests for removal must be made in writing to the Assistant Superintendent-Personnel Services, who will evaluate the request and make the final decision in writing within fifteen (15) workdays. Adverse material over twenty-four (24) months old will not be used to justify further disciplinary action.

4.3.4.1 Disciplinary Actions

Materials relating to disciplinary actions recommended but not taken, or disciplinary actions overturned on appeal, shall not be retained in a worker's personnel file.

4.4 Medical Records

Worker's medical records are confidential and will not be released to anyone without the worker's written permission or proper court order, administrative order/subpoena.

4.5 Resignations

When unit workers desire to resign, the workers shall present the resignation in writing to their supervisor and/or Human Resources. Human Resources shall notify the Union of all unit worker resignations. A unit worker who resigns is entitled to receive pay for all accrued vacation leave. Unit workers who desire to resign should provide at least two (2) weeks written notice.

4.6 Restricted Positions and Workers

4.6.1 Definition

If positions are a part of the classified service and specially funded and, as a result of the special funding provisions, employment is restricted to persons in low-income groups, from designated impoverished areas or other criteria that precludes employment through the normal competitive process, the positions shall, in addition to the assigned title, be designated as “Restricted.”

4.6.2 Worker Employment Status

Persons employed in “Restricted” positions shall be classified workers for all purposes except within the first six (6) months: 1) they may not attain permanent status; 2) they shall not be accorded seniority rights; 3) they may not be given provisional appointments concurrent with status in a restricted position; and 4) they are not eligible to compete in promotional examinations in the regular classified service.

4.6.3 Attainment of Full Rights

Notwithstanding Section 4.6.2, a worker serving in a “Restricted” position may, after completion of six (6) months of satisfactory service, take the next competitive examination that is given for the class being served. If a worker successfully completes the examination and attains placement on the eligibility list as a result thereof, and regardless of the worker’s numerical standing on the eligibility list, the worker shall be considered a part of the regular classified service even though the worker may continue to serve in a “Restricted” position, and be accorded full rights, benefits, and burdens of a regular classified worker. Seniority rights shall be counted as of the date of the worker’s initial appointment to the “Restricted” position.

Article 5 – Union Rights

5.1 Right to Join

The Office agrees that every worker in the bargaining unit shall have the right freely to support and/or join the Union for the purpose of engaging in collective bargaining or negotiations with the Office. The Office undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any worker in the enjoyment of any rights provided by this Agreement, the Government Code or other applicable California laws or the Constitutions of California and the United States. The Office shall place Union membership cards in the new employee hiring packet.

5.2 Access to Worker Information

The Office shall provide the Union with the external reference number, name, bargaining unit name, addresses, date of hire, home telephone number, classification, days in their calendar year, site location, and member status (member or non-member) of all bargaining unit personnel once a month. The Office shall also provide the union with a report once a month of those members who have resigned, been terminated, or placed on leave.

5.2.1 Notification of Third-Party Requests for Information

The Union shall be notified within ten (10) working days of receipt of any third-party public Records Act request for information about all members of the bargaining unit. The Office shall provide the Union with a copy of the request and any materials submitted with the request.

5.3 Meeting Space

The Office in accordance with administrative procedures governing use of facilities shall make available conference rooms and other meeting areas for the purpose of holding Union meetings during off-duty time periods. In such cases, the Union will be responsible for security, clean-up, or any expenses involving unusual wear or damage resulting from Union use.

5.4 Use of Office Communication System

5.4.1 Union Notices

The Union shall be provided a mailbox for receipt of mail and use of the mailboxes/pony of the Office. Space at each site shall be provided for the posting of notices.

5.4.2 Notices

All postings or items for general distribution to unit workers must contain the date of posting and/or distribution and be identified and authorized by the Union. Such postings shall be delivered to the Director, Human Resources, or designee on the same day as it is delivered to the workers.

5.4.3 Removal

No posting shall be removed from the bulletin board except after the date of the event has passed or by permission of the Union-authorized representative if material is not tied to a specific date.

5.5 Relevant Materials

The Union shall have the right to review at reasonable times and receive upon request without cost, copies of any and all current materials prepared (excluding privileged information) relating

to wages, hours, and other terms and conditions of employment, which are relevant to the Union to fulfill its duties and obligations as the exclusive representative of unit workers covered by this contract.

5.6 Orientation: Union Presentation

Fifteen (15) minutes prior to the beginning of the lunch break for the HELLO Orientation, the Union will be allowed to make a presentation about Union membership to new bargaining unit members. A Union steward will be provided with up to ninety (90) minutes of release time to cover the presentation and travel time. If the HELLO Orientation agenda changes and it impacts the Union's ability to make the presentation, the Union shall have the right to meet and confer with the Office concerning alternatives.

5.7 Union Representative/Stewards

The Union may select representatives (officers and stewards) from within the unit. Within fifteen (15) days of the signing of this Agreement, the Union shall provide a current list of representatives, regularly updated, to the Office showing worker name, classification, department, and work location. If a change in Union representatives is made, the Office shall be advised within fifteen (15) days in writing of the Union representative being replaced and the Union representative named to take the Union representative's place.

5.7.1 Right to Union Representation

Workers have a right to Union representation at any meeting which may involve or result in disciplinary action. The supervisor requesting such a meeting, upon the worker's request, will allow said worker(s) reasonable time to make arrangements for Union representation.

5.8 Negotiators and Union Representatives – Release Time

Up to sixteen (16) representatives, to be allocated at the Union's discretion among the three bargaining units, shall have the right to receive reasonable periods of release time without loss of compensation for meeting and negotiating. The amount of such release time shall be by mutual agreement.

5.9 Union Staff – Access to Work Locations

Local 521 paid Union staff will be permitted access to Office facilities for the purpose of contacting members concerning Union business upon notifying the site administrator, supervisor or program manager of the unit member(s) being contacted. Contact with workers shall not interfere with the workers' work. Union staff will adhere to regular/normal site visitor regulations (sign-in, etc.).

5.10 Discrimination (See Article 28)

5.11 Distribution of Agreement to New Unit Workers

When a new unit worker is hired within any classification covered by this contract, the Office shall provide the person with a copy of this Agreement.

5.12 Printing of Agreement

The parties agree to share equally the cost of printing bound copies of this Agreement. The parties shall receive an equal number of the copies of the printing run. The design, format, and number of copies of the Agreement shall be jointly determined. The Agreement shall be printed by the Union subject to Office approval of the quoted price. It is agreed that the contract will be printed

not more than thirty (30) days after ratification and adoption of this Agreement. The Office shall receive its supply of copies on the same date as the Union.

5.13 COE – Directory

The Office shall provide the Union with four (4) copies of each new COE directory at no charge.

Article 6 – Hours and Overtime

6.1 Workweek and Workday

6.1.1 Standard Workweek

The standard workweek of full-time workers shall consist of five (5) consecutive days of eight (8) hours per workday and forty (40) hours per workweek, Monday through Friday. Each unit worker shall be assigned a fixed, regular workday and workweek.

6.1.1.1 Work Schedule Changes

When a supervisor proposes changes to a worker's fixed scheduled time and/or workdays, the worker and the Union will receive written notice at least ten (10) working days prior to the implementation of the new fixed schedule and/or workdays. Upon request, the supervisor will meet and confer within ten (10) working days from receipt of the written notice. This timeline may be waived or extended by mutual agreement of the parties.

6.1.2 Alternate or Flexible Schedule

All workers shall be on a standard workweek unless either the Union, the workers, or the Office proposes to establish an alternate or flexible work schedule, in which case the parties shall meet and confer. In no event may a standard workweek be changed to an alternate or flexible schedule without mutual agreement between the Union and the Office.

In all cases of proposals for alternate or flexible schedules, the ability of the department/work unit to provide the services normally expected will be the criterion for implementation. Such alternate or flexible schedule shall not result in overtime nor be subject to differentials, except as may be agreed to in the meet and confer establishing such schedule. Any alternate or flexible schedule agreed to shall be established for a period of not less than two (2) weeks.

6.1.3 Part-Time Unit Workers

Paraeducators Unit: The Office may employ persons for less than forty (40) hours per week, but in no case shall employment be offered for less than seventeen and one-half (17½) hours per week and four (4) consecutive days following the effective date of this contract, unless the parties hereto agree otherwise. The Regional Occupational Program shall be exempted from this Section for the term of this contract.

Existing paraeducators who were grand-parented into a part-time position will be provided the first opportunity on a seniority basis to move into a vacant position in their classification resulting in an increase of hours. To be considered for such an increase in hours, the worker must submit a voluntary transfer request pursuant to Article 13.

When the Office makes a determination that there is a need for Paraeducators to work additional time – due to, for instance, bell schedules, transportation, etc. – on a specific day or days, the additional time will first be offered to those Paraeducators on site.

OTBS and OSS Units: The Office may employ persons for a workweek of less than forty (40) hours, but in no case shall employment be offered for less than twenty (20) hours per week. Part-time workers requesting additional hours shall have the opportunity to increase their full-time

equivalency (FTE) when positions with additional hours are available in their current assignments and will be provided the first opportunity on a seniority basis to move into such a vacant position in their classification resulting in an increase of hours. To be considered for such an increase in hours, the worker must submit a voluntary transfer request pursuant to Article 13. A part-time worker may, subject to approval of the Office, simultaneously hold two part-time positions as long as: (1) the hours of the positions do not overlap or the hours do not create scheduling issues due to travel needs; and (2) it does not result in the worker working overtime as part of their regular daily work schedule.

6.1.4 Hours

The hours of the workday shall be designated by the Office for each classified assignment, in accordance with the provisions set forth in this Agreement. Each worker shall be assigned a fixed, regular and definite number of hours of work.

6.1.5 Information Provided

Upon initial employment and upon each change in classification thereafter, the worker shall be furnished with a copy of the worker's job classification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly, daily, hourly, overtime and/or differential rate of compensation, whichever are applicable.

6.1.6 Extra Work (Excluding Transportation Bus Drivers)

Extra work shall be defined as additional hours/days not a part of the worker's regular, scheduled calendar year. Extra work shall be offered first to the regular worker who normally works such an assignment. If the worker is not available, the extra time shall be offered by seniority in that classification in the site/department to those workers who indicate in writing to their supervisor their availability for extra work. Workers on vacation, medical leave, and industrial leave are excluded from being offered extra work. Extra work hours refers to time worked in excess of the worker's regularly assigned hours, but which does not exceed eight (8) hours per day. Extra work is paid at a straight time rate of compensation, unless different rates are provided elsewhere in the Agreement.

6.1.7 Non-Permanent Reassignment

6.1.7.1 Definition

Non-Permanent reassignment is defined as coverage for another worker on leave of absence (paid or unpaid) and appointments to a position in the same or different job title, the duration of which is not to exceed six (6) months.

6.1.7.2 First to Reassignment

Qualified laid-off workers have first right to the position. If there are no qualified laid-off workers, the following procedure will be followed:

Non-Permanent assignment of a duration of one (1) calendar month or more shall be posted to all workers within the department/site. Workers shall have five (5) working days from the date of posting to inform the department head of their request to fill the position.

6.1.7.3 Order of Reassignment

Non-Permanent work shall be assigned in the following order with the exception of workers who remain working under a written improvement plan or who have obtained an overall rating below "meets standards" in their performance evaluation:

- To completely laid-off workers by seniority pursuant to Section 14.8.7
- To workers by seniority in the same classification by site/department whose assigned time has been reduced by layoff and is less than the limited-term assignment
- To workers by seniority on a rotational basis in the same classification by site/department with less assigned time than the non-permanent assignment
- To workers by seniority on a rotational basis in the same classification in the same site/department
- To workers by seniority on a rotational basis in lower paid classifications in the same site/department as work out of classification
- To all other workers in the same classification on all other sites/departments who have expressed, in writing to the Classified Personnel Services, an interest to work in non-permanent assignments

6.1.8 Exceptions to Non-Permanent Reassignments

6.1.8.1 Written Improvement Plan

A worker on a written improvement plan will be given a non-permanent reassignment once the worker improves by complying with the plan. Similarly, a worker who obtains an overall rating "meets standards" may receive a non-permanent reassignment one (1) year after the evaluation unless a new evaluation is performed and the overall rating continues to be below "meets standards."

6.2 Work Year

The work year shall be fifty-two (52) weeks for all unit workers except as established for part-year unit workers. Part-year workers are employed for less than fifty-two (52) weeks. Each part-year unit worker shall be assigned a fixed work year, which may be reduced or eliminated only in accordance with the layoff procedures as outlined in Article 14 of this Agreement. Each part-year worker shall be provided with a work year calendar each year at least two (2) weeks prior to the beginning of the worker's work year, except where circumstances beyond the Office's control make such notification impossible. The work year for all unit workers includes all days in a paid status and includes workdays, holidays, vacation, and paid leaves.

6.3 Extended Work Year

If a unit worker works beyond the worker's established work year in the worker's classification, the unit worker shall receive the same hourly compensation and benefits which are received during the regular work year.

In the years where Extended School Year is 20 days instead of the 19 days in the 11 and 12 month calendars, then workers will submit the 20th day of ESY on the extra time sheet.

6.3.1 Order of Offering Extended Work Year

If the work year is extended, the workers in the same classification will be offered the extra workdays by seniority in the following order: (1) by seniority on site/department; (2) by seniority at other sites/departments. Finally, program managers or principals will interview and consider any unit workers in other classifications who request such work prior to considering outside applicants, provided the workers in other classifications are qualified to perform the extended year work.

6.3.1.1 Job Locations for ESY (Special Education and Alternative Education)

6.3.1.1.1 For extended school year, those workers already at the work location or classroom will have priority to remain at that location in seniority order.

6.3.1.1.2 In the event that classrooms are consolidated for ESY, staff in the assignment attached to the teacher will have priority to remain in their assignment. In the event that neither consolidated classroom retains its assigned current school year's teacher, then staffing will be based on site seniority.

6.3.1.1.3 After utilizing the above process set forth in Article 6.3.1.1.1 and 6.3.1.1.2, if there are remaining vacancies where workers may need to move from their normal worksite/classroom, such vacancies will be filled in inverse seniority order.

6.3.2 Lower Classification

If the extended work year assignment is in a lower classification, the unit worker shall receive the hourly compensation at the lower range, but on the same step as the unit worker's normal schedule.

6.3.3 Higher Classification

If the extended work year classification is less than two (2) ranges higher, the salary shall be adjusted to a step in the new range that provides for an increase that is the same as the range increase.

If the extended work year classification is two (2) or more ranges higher, the salary shall be adjusted to the step in the new range which provides for a two (2) step increase in salary or to the first step in the new range, whichever is greater.

6.3.4 Seniority

Seniority shall accrue during the extended work year if the worker continues working in the worker's regular classification or previously held classification.

6.4 Overtime

6.4.1 Overtime Defined, Five (5) Day Workweek

Overtime is defined as all hours in a paid status in excess of eight (8) hours per day or forty (40) hours per week and work performed on the sixth (6th) and seventh (7th) day for those working a five (5) day workweek and any work performed on a holiday under this contract.

6.4.2 Overtime Defined, Four (4) Day Workweek

Overtime is defined as all hours in a paid status in excess of ten (10) hours per day or forty (40) hours per week and work performed on the fifth (5th), sixth (6th), and seventh (7th) day for those working a four (4) day workweek and any work performed on a holiday under this contract.

6.4.3 Overtime Eligibility

In determining the eligibility of a unit worker to receive the prescribed overtime rate, the number of hours "worked" by a unit worker shall include, in addition to the actual hours worked, time during which the unit worker is excused from and is paid for holiday, sick leave, vacation, compensatory time off, or any other paid leave.

Overtime shall be offered to the workers who normally work the assignment. If the overtime available is work generally not performed by a specific worker or the worker who performs the specific assignment is not available, the overtime shall be offered on a rotational basis, by seniority in that classification in the site/department. Workers on vacation, medical leave or industrial leave will not be offered overtime.

6.4.4 Overtime Compensation

All overtime shall be compensated at the rate of one and one-half (1½) times the worker's regular rate of pay, or at the Fair Labor Standards Act (FLSA) overtime rate of pay, whichever is applicable. A unit worker may elect to receive compensatory time off in lieu of cash compensation, at the rate of 1.5 hours per 1 hour of overtime. This request shall be made upon a form provided by the Office. Compensatory time off not used within twelve (12) months of the overtime or in excess of the limit set by FLSA shall be compensated in cash at the current rate of pay. A worker may make a written request to their supervisor for the payoff by the 25th of the month on an Office-provided form.

As an exception to the preceding paragraph, unit workers assigned to grant funded positions must use their compensatory time off in the fiscal year in which it is received if required by the grant and/or if funds from the grant cannot be carried over from one fiscal year to the next. If a unit worker has unused compensatory time off at the end of the fiscal year, it will be paid out to the unit worker at their current rate of pay. The Office will provide a list of such impacted workers to SEIU at the end of each fiscal year. When approving compensatory time off for workers, the Office will notify them if the compensatory time off needs to be used in that fiscal year.

6.4.4.1 Required In-service Time and Staff Meetings

Required in-service time and staff meetings shall be considered time worked for purposes of compensation and overtime.

6.4.4.2 Compensatory Time Payoff

The parties agree that contract and FLSA compensatory time payoff shall be paid as follows:

- Upon termination, the worker shall be paid at the "regular rate" of not less than the higher of the worker's final regular rate of pay or the average regular rate during the last three (3) years.
- Prior to termination, the worker shall be paid at the worker's "regular rate" at the time of payment.

6.4.4.3 Compensatory Time Accrual Notice

The Office shall advise each worker quarterly in writing with the worker's paycheck of compensatory time accrued and unused to date. The Office shall grant any reasonable request to take such time off before it is paid off, provided that the request does not "unduly disrupt" the operations of the Office.

6.4.5 Overtime Required

The Office may order any unit worker(s) to work in excess of the established workday and/or workweek. Unit worker(s) shall have the right to reject any offer or request for overtime, call-back, on-call, or call-in time unless notified no less than the workday prior to the time at which such work is to be performed. Overtime requested at least one (1) day in advance may be refused by the worker if the worker has a legitimate reason.

6.4.6 Authorization

All overtime, except emergency situations beyond the worker's control, must be authorized in advance by the immediate supervisor.

6.5 Rest Periods

Paraeducators Unit: Workers are permitted to take rest periods that insofar as practical shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours or major fraction thereof. The parties agree that a unit worker regularly assigned to work more than six (6) hours on a shift will receive a fifteen (15) minute midmorning and fifteen (15) minute mid-afternoon rest period. A unit worker regularly assigned to work six (6) hours or less will receive one (1) fifteen (15) minute rest period during the midmorning. Rest periods on the evening or special shifts or in unique locations may be scheduled to the mutual convenience of unit workers and supervisors. The Office agrees to "grandfather" those 6.0 hour Paraeducators and SPHC Aides who are currently receiving two (2) fifteen (15) minute breaks for the duration of their employment with the Office without a break in service.

OTBS and OSS Units: All unit workers are permitted to take rest periods which insofar as practical shall be in the middle of each work period at the rate of twenty (20) minutes per four (4) hours or major fraction thereof. Thus, a unit worker working six (6) or more hours on a conventional day shift will receive a twenty (20) minute midmorning and twenty (20) minute midafternoon rest period. Rest periods on the evening or special shifts or in unique locations may be scheduled to the mutual convenience of unit workers and supervisors.

6.6 Lunch Periods

Paraeducators and OTBS Units: A worker covered by this contract shall be entitled to an uninterrupted lunch period at or about the midpoint of the workday. The length of time for such lunch period shall be no longer than one (1) hour nor less than one-half (½) hour.

OSS Unit: A worker shall be entitled to a duty free lunch period without pay of thirty (30) minutes per day, to be taken at the worker's option, as close to the midpoint of the workday as possible.

Lunch periods on evening and night shifts or in unique locations may be scheduled to the mutual convenience of the unit worker and supervisor, but no unit worker shall be required to work more than five (5) hours without a lunch period.

6.7 Minimum Call-In Time

Any unit worker called in to work on a day when the unit worker is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this contract. Call-in work is not mandatory and workers can decline the work.

6.8 Call-Back Time

A unit worker called back to work after normal work hours shall be compensated for the actual number of hours worked, plus the transportation time to and from the unit worker's home, or four (4) hours, whichever is greater. Call-back time beyond an eight (8) hour day for those on a standard workweek, and ten (10) hour day for those on an alternate workweek, shall be one and one-half (1½) times the unit worker's rate of pay.

6.9 Increase in Assigned Time

If a part-time unit worker is required to work in excess of the assigned time for thirty (30) minutes or longer per day for twenty (20) consecutive workdays because the workload of the assignment has increased, the assigned time of the position shall be changed to reflect the longer hours.

6.10 Decrease in Assigned Time

Any involuntary reduction in assigned time shall be considered a layoff, except as permitted in Article 6.

6.11 Job Sharing

The Office intends that any exception for a job sharing arrangement may be considered on a case-by-case basis after appropriate meet and confer obligations are fulfilled with Union.

6.12 Working Conditions

Bus Drivers (See Article 24)

Specialized Physical Health Care Assistants (See Article 25)

Food Service Assistant/Delivery Drivers (See Article 27)

Occupational/Physical Therapists (See Article 26)

Transfer Bid Board–Paraeducators (See Section 13.12.2)

Article 7 – Pay and Allowances

7.1 Regular Rate of Pay

The regular rate of pay for each position in the unit shall be established in accordance with the rates established for each class as provided in Appendices A-1 through A-3 and by reference incorporated as a part of this contract. The regular rate of pay shall include any shift differential required to be paid under this contract. Step increases are reflected in the salary schedules (See Appendices A-1 through A-3).

7.1.1 Wages

2022-2023 Contract Year

Effective September 1, 2022, the Office agrees to apply a 10.0% increase to the official salary schedules for Paraeducators, OSS and OTBS Units.

Effective September 1, 2022, all classifications in the paraeducator bargaining unit will receive an additional ongoing salary increase of 2.5% to the official salary schedule.

Such increases will be done retroactively and the Office will provide notice to SEIU of the date the retroactive payment will be made.

To be eligible to receive the retroactive payment, the unit member must be employed on the date the payment is made.

2023-2024 Contract Year

Effective September 1, 2023, the Office agrees to apply a 5% increase to the official salary schedules for all classifications in the Paraeducators, OSS and OTBS Units.

Effective September 1, 2023, all classifications in the paraeducator bargaining unit will receive an additional ongoing salary increase of 2.5%.

If the COLA derived from the enacted State Budget Act is equal to or above 6% for the 2023-2024 contract year, the parties agree to reopen Article 7.1.1 for that contract year.

7.2 Regular Year

All unit workers shall be paid once per month payable on or before the last working day of the month in which the unit worker was in paid status. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. All paychecks shall have included all sick leave and vacation accrual once this programming ability becomes available.

7.2.1 Extended Year Pay

Unit workers working extended year shall be paid for actual hours on July 31 and August 31.

7.2.2 Deferred Payment

Part-year workers may elect to defer a portion of their monthly pay by deducting the appropriate amount from their net monthly salary in order to receive paychecks in the months not assigned to work of the following year. Requests for deferred pay must be made in writing to Human Resources no later than September 15th in order for the worker to receive full warrants in the

eleventh (11th) and twelfth (12th) months. If a worker leaves the employ of the Office prior to issuance of the eleventh (11th) or twelfth (12th) month paycheck, a full refund of all deferred monies shall be made to the worker.

7.3 Paycheck Errors

7.3.1 Underpayments

Any error made by the Office resulting in insufficient payment for a unit worker shall be corrected not later than five (5) working days after the error has been identified to Payroll Services. A unit worker may agree to accept payment on the next regular payday or combined with the next regular paycheck.

7.3.2 Overpayments

If an overpayment of a worker is discovered, the Office shall notify the worker and provide an opportunity to meet and confer to review data and to develop a repayment plan, if appropriate. No worker shall be required to return overpayments to the Office in monthly increments greater than the monthly amounts of the overpayment [i.e., if a worker is overpaid fifty dollars (\$50) per month, the repayment schedule shall not exceed fifty dollars (\$50) per month]. No money will be deducted from the worker's check without a signed agreement or a court/agency (i.e., PERB, Industrial Welfare Commission) order on a payment plan.

7.4 Special Payments

Any payroll adjustment due a unit worker as a result of working out of class, re-computation of hours, or other reasons, shall be made by the Office by the next regular payroll sequence.

7.5 Lost Checks

Any paycheck for a unit worker which is lost shall be replaced not later than ten (10) calendar days after the worker signs the affidavit of lost warrant form.

7.6 Pay Increases

The Office shall make a separate lump sum payment of any agreed upon retroactive wage increase resulting from this contract once this programming ability becomes available.

7.7 Mileage

Unit workers who are required to provide motorized transportation in the performance of their duties and/or Office-related business shall be reimbursed for all such travel. Workers will be reimbursed for mileage between points of official business. For work related travel which originates or ends at home, reimbursable mileage shall be compensated as provided in the applicable County Office Administrative Regulation exemplified by the following formula: A (Total Mileage) minus B (Home To Work Plus Work To Home Mileage) equals C (Reimbursable Mileage).

7.8 Meals and Lodging

Unit workers traveling on work-related matters shall receive actual and necessary expenses for room and board. The reimbursement for such costs shall be as provided in the applicable County Office Administrative Regulations.

7.9 Incidental Expenses

Any unit worker shall be reimbursed for expenses incidental to and required by the performance of the worker's job responsibilities. The reimbursement for such costs shall be as provided in applicable County Office Administrative Regulation.

7.10 Compensation During Required Training

A unit worker who in the course of the worker's employment is required to engage in training shall receive compensation as follows:

- When the training occurs during the unit worker's regular assigned working hours, the unit worker shall be paid at the worker's regular rate of pay and shall receive all benefits to which the worker is entitled.
- When the training occurs during a period defined as overtime according to Sections 6.4.1 and 6.4.2, the unit worker shall be compensated as defined in Section 6.4.4.
- All costs incurred under a mandated training program for unit workers including transportation, registration fees, and supplies shall be paid for by the Office.

7.11 Non-Permanent Reassignments

7.11.1 Minimum Hours

Unit workers assigned and working out of their job classifications for any period of four (4) or more hours or a full workday, whichever is less, shall receive the rate of pay for the higher classification for that day or days which the worker worked out of classification. No such unit worker shall receive less than the worker's regular rate.

7.11.2 Rotation Assignment by Seniority

Work out of classification within the bargaining unit shall be assigned on a rotational basis by seniority within a department among all workers qualified to do the work.

7.11.3 Compensation – No Class Established

Unit workers working out of classification performing work, for which no class has been established, shall be paid a one-step increase in salary.

7.11.4 Probationary Workers

Permanent and newly hired workers may be selected for non-permanent reassignments during their probationary period. Acceptance of such positions will not affect their right to apply, compete and be certified by Classified Personnel Services. If they accept the work out-of-class/non-permanent reassignment of thirty (30) days or more duration, their probationary period in their initial position shall be interrupted and shall be resumed upon the conclusion of their work out-of-class/non-permanent reassignment. Should they return to their probationary position, they will be required to complete the time remaining in their probationary period. For effect on salary placement, see Section 7.14.

7.12 Compensation in Absence of Teacher – Associate Teachers, Teacher Assistants, Paraeducators, Education Associates and Student Assessment Technicians

7.12.1 Teacher Assistants and Associate Teachers

Associate Teachers, Teacher Assistants II or, in their absence, Teacher Assistants I with the required units, who work without a teacher or substitute teacher in the classroom for two (2) or more hours during a workday will be paid seven dollars (\$7.00) per hour in addition to their normal hourly rate for actual hours worked.

7.12.2 Paraeducators, Education Associates and Student Assessment Technicians

Paraeducators, Education Associates and Student Assessment Technicians (not including Specialized Physical Health Care (SPHC) Assistants), who are providing temporary support without a teacher or substitute teacher in the classroom for two (2) or more hours during a workday, will be paid a classroom work differential of ten dollars (\$10.00) per hour in addition to their normal rate of pay for the actual hours worked. In the event that the worker has a credential issued by the CTC or a substitute teaching permit allowing them to serve as a substitute teacher and provides instruction to students in such a situation and the substitute teaching pay rate is greater than the rate the worker would receive in the preceding sentence, the worker will only receive the substitute teaching rate of pay for performing such work. The increase to the \$10.00 per hour and use of the substitute teaching rate will be effective the first full month following the ratification of the parties' successor collective bargaining agreement to the one that expired on August 31, 2022.

7.12.2.1 Application of Section 7.12

In the event a substitute teacher cannot be placed in a classroom to replace the classroom teacher during the workday, only one (1) classified unit member may receive the Classroom Lead differential as provided under Sections 7.12.1 and 7.12.2.

- a. Should there be more than one (1) Associate Teacher, Paraeducator, Education Associate or Student Assessment Technician in a classroom, the Classroom Lead differential shall be rotated on a seniority basis among those unit members who are qualified to assume the Classroom Lead responsibilities.
- b. To be qualified to assume the Classroom Lead responsibilities, unit members must not have received any disciplinary warnings within the prior twelve (12) months, must be knowledgeable of the daily classroom routines, and must be able to fulfill the expectations listed in Section 7.12.2.2.
- c. The site administrator shall have the discretion to determine which unit members are qualified to assume the Classroom Lead responsibilities. In the event a site administrator determines that a unit member is not qualified to assume the Classroom Lead responsibilities, the site administrator will notify the unit member concerning the reason(s) for the determination. The unit member may upon request schedule a meeting with the site administrator to discuss the determination.

7.12.2.2 Assignment Expectations

The expectations of the unit member receiving the Section 7.12.2 Classroom Lead differential shall include at least the following:

- a. Perform his or her regular classroom responsibilities.
- b. Follow student attendance procedures.
- c. Notify the School Office Coordinator if other unit members assigned to the classroom have not reported for work as scheduled.

- d. Follow daily classroom routines, including breaks and lunch.
- e. Use appropriate judgment and resourcefulness in responding to emergency situations, including when to notify the teacher in charge, site administrator, and/or nurse.
- f. Work with co-workers in a collaborative manner to assure the delivery of the education program for the classroom.

7.12.2.3 Classroom Lead Differential Workday

A unit member receiving the Classroom Lead differential shall be expected to work the entire student day, including, if directed by the site administrator, to monitor students until the students have been picked up, even if that period of time is longer than the regular assignment of the unit member.

7.13 Absences Without Substitutes Differential

Effective the first full month after full ratification of the parties' successor collective bargaining agreement to the one that expired on August 31, 2022, if a School Office Coordinator is directed to work by their supervisor as the School Office Coordinator for their assigned site and to provide coverage for an absent School Office Coordinator and a substitute School Office Coordinator is not provided, then the School Office Coordinator's hourly rate will be adjusted by 10% for the actual hours worked performing both such roles.

7.14 Compensation for Non-Permanent Reassignments

Unit workers shall be paid in accordance with Section 7.16.

7.15 Initial Placement and Step Advancement

7.15.1 Range and Step

Persons hired into the unit shall be placed upon Step 1 of the range of their classification and shall advance to Step 2 on the first day of the month following completion of initial probation in the class. Each succeeding step will be attained one (1) year from the preceding step. The Assistant Superintendent-Personnel Services may make exceptions to the initial placement on the salary scale based upon the workers' education, experience, skills and abilities as determined by the Office. Each succeeding step will be obtained one (1) year from the preceding step unless the worker has been absent on unpaid leave.

7.15.1.1

Retroactive to September 1, 2022, the Office will add two steps at the end of each range of the salary schedules that cover SEIU represented positions with 5% differences between each step. Advancement to the new steps will take place on the worker's anniversary as per Article 7.15.3, e.g. if an employee on Step 5 has an anniversary date of September 7th, they would be eligible to move up to Step 6 retroactive to September 7, 2022; however, an employee on Step 5 who has an anniversary date of August 15th, would move to Step 6 on August 15, 2023. The Office will provide notice to SEIU of the date the retroactive payment will be made to eligible unit members. To be eligible to receive the retroactive payment, the unit member must be employed on the date the payment is made.

7.15.2 Salary Adjustments

Salary adjustments will be made effective on the first day of the pay period following approval of the adjustment.

7.15.3 Salary Anniversary Date

Salary anniversary date shall be defined as follows for salary placement (or length of probationary period) see Section 4.1.1.

7.15.3.1 Hired at Step 1

For workers hired at Step 1, the salary anniversary date shall be the first of the month after the date in which the worker completes his/her probationary period. Except that if the first of the month falls on a weekend and the worker starts working on the first workday after the weekend, the anniversary date shall be retroactive to the first of the month.

7.15.3.2 Hired at Step 2 or Higher

For workers hired at Step 2 or higher, the salary anniversary date shall be the first of the month after the date the worker completes one (1) year of employment. Except that if the first of the month falls on a weekend and the worker starts working on the first workday after the weekend, the anniversary date shall be retroactive to the first of the month.

7.15.3.3 Workers Promoted, Demoted or Transferred into a New Classification

Workers will receive a new anniversary date if the promotion, demotion or transfer results in placement at Step 1. Otherwise, the anniversary date remains the same.

7.15.3.4 Placement After Leave

Upon return from an unpaid leave, the worker's anniversary date will be adjusted to reflect the leave time if the unpaid leave is for a month or more.

7.15.3.4.1 Credit for Step Advancement

Credit for step advancement shall accrue during leaves of absence for military service or to serve in non-permanent assignments in the Office and during any paid absence or industrial accident/illness leave. However, workers on initial probation shall not accrue time towards a step advancement while out on industrial accident/illness leave.

7.16 Effect of Promotion, Demotion, or Transfer on Salaries

7.16.1 Promotion

Upon promotion a worker's salary shall be adjusted as follows:

- For one-half ($\frac{1}{2}$), one (1), or one and one-half ($1\frac{1}{2}$) range promotion, the salary shall be adjusted to the step in the new range which provides for a corresponding one-half ($\frac{1}{2}$), one (1), or one and one-half ($1\frac{1}{2}$) step increase salary.
- For a promotion of two (2) ranges or more, the salary shall be adjusted to the step in the new range which provides for a two (2) step increase in salary or to the first step in the new range, whichever is greater.

- If any promotion results in placement on the first step in a range, the promoted worker shall advance to the second step in the range upon completion of six (6) months of employment.

7.16.2 Demotion

Upon demotion for any cause, the worker's salary shall be adjusted to any step in the lower range that is equal to but not higher than the salary that the worker earned at the higher classification.

7.16.3 Transfer

Upon transfer the salary shall remain unchanged.

7.16.4 Time Served on a Step

Promotion, demotion and transfer shall not result in a loss of time acquired in a salary step and such time shall be included in computing time required for step advancement in the new range.

7.17 Part-Time Salaries

The salary ranges provided in the salary schedule are for full-time service (forty (40) hour week) and are expressed in dollars per month. If any position is established on a part-time basis, the compensation for such position shall be the hourly equivalent as established in Appendices A-1 through A-3.

7.18 Night Shift and Split Shift Differentials (OSS)

All positions, the regularly assigned time of which requires incumbents to work one-half time or more between the hours of 4 p.m. and 7 a.m., shall be paid an hourly rate ten percent (10%) higher than the rates or rate for daytime workers in that class. If such shifts normally occur less frequently than five (5) days per week, such higher rate shall be paid only for those days on which such shifts occur.

7.18.1 Evenings (Paraeducators/OTBS)

All positions, the assigned time of which requires the unit worker to work four (4) or more hours after 6:00 p.m., shall be paid at the rate of nine percent (9%) above the established salary.

7.18.2 Nights (Paraeducators/OTBS)

All positions, the assigned time of which requires the worker to work four (4) or more hours after 1:00 a.m., shall be paid at ten percent (10%) above the established salary.

7.18.3 Split Shift

Any unit worker whose services include more than one (1) hour of unpaid time per day between work periods shall be paid a split shift differential of two dollars (\$2.00) per day. "Split shift" is defined as a workday which from start to finish is ten (10) hours or more. Computation of split shift for bus drivers shall include warm-up and inspection at shift start and clean-up at shift end.

7.19 Longevity Pay

Effective the first full month after full ratification of the parties' successor collective bargaining agreement to the one that expired on August 31, 2022, the longevity increments shall be as follows: Upon completion of ten (10) years of continuous service, each worker shall receive \$110 per month increase. Upon completion of twelve (12) years of continuous service, the increase shall be \$125. Upon completion of fifteen (15) years of continuous service, the increase

shall be \$135 per month. Upon completion of seventeen (17) years of continuous service, the increase shall be \$145. Upon completion of nineteen (19) years of continuous service, the increase shall be \$155. Upon completion of twenty-two (22) years of continuous service, the increase shall be \$165. Upon completion of twenty-four (24) years of continuous service, the increase shall be \$175. Upon completion of twenty-six (26) years of continuous service, the increase shall be \$185. These amounts are not compounded. This amount shall not be prorated for part-time workers.

7.20 Bilingual/Biliterate Differentials

A unit worker will qualify for the bilingual/biliterate differentials, when such abilities have been determined by management as necessary to perform the responsibilities of the job or position.

7.20.1 Bilingual Differential

A unit worker who is certified by the Classified Personnel Services as bilingual is one with a demonstrated ability to converse fluently in a language other than English, including American Sign Language. Bilingual competency will be determined by the attainment of a passing score on an oral examination. A bilingual differential of two-and-one-half percent (2.5%) will be granted to unit workers who qualify under these provisions.

7.20.2 Biliterate Differential

A unit worker who is certified by the Classified Personnel Services as biliterate is one with a demonstrated ability to communicate in writing in a language other than English with sufficient skill to convert all routine materials, excluding those of a highly technical nature, from one language to another. Biliterate competency will be determined by the attainment of a passing score on a written examination. A biliterate differential of two-and-one-half percent (2.5%) will be granted to unit workers who qualify under these provisions.

7.21 Stipend for Team Leads

Effective the first full month after full ratification of the parties' successor collective bargaining agreement to the one that expired on August 31, 2022, the Office will designate a Lead Interpreter for each of the Deaf/Hard of Hearing programs currently located at Leigh High School, Dartmouth Middle School and Oster Elementary School. These individuals will be employed by the Office and elected as such by a majority of the Interpreters at the respective site where the lead will serve. The Lead Interpreters will receive a stipend based on the number of interpreters working at the site, payable in twelve (11) monthly increments (see below compensation table) The Lead Interpreters may serve in this position for a term consisting of two (2) fiscal years and may serve consecutive terms if elected to do so by a majority of the Interpreters. The Interpreters shall hold a secret ballot election to determine the next Lead Interpreters in April of odd-numbered years or any time the position is vacant. The election of the first Lead Interpreters will be held within 30 days of ratification of the successor collective bargaining agreement to the one that expired on August 31, 2022 and will serve beginning the first day of the following month through June 30, 2024. Following any election, the Union will inform the Assistant Superintendent- Personnel Services, about which Interpreter was selected to serve in the Lead role. Lead Interpreter duties are outlined below:

- Coordinate all extra-curricular activities for students that need interpreting services to ensure they are all covered. Assign teams to cover, ensuring seniority is honored.
- Coordinate the day-to-day interpreter schedule for students and check interpreter absences with SOC each morning before the day starts, and coordinate and communicate coverage for the day to all affected.
- Coordinate interpreter needs for students attending IEP meetings (all high school, some middle school, and the 5th grade transition).

The following stipend rates shall apply:

- 1-5 – Interpreters at Site = \$3,000.00
- 6-10 – Interpreters at Site = \$3,500.00
- 10+ - Interpreters at Site = \$4,000.00

Any time outside of the regular work time will require prior approval and be paid via the extra timesheet.

7.22 Overnight Stipend (Walden West)

When unit members agree to provide overnight support at the Walden West site during the school year or summer camp, they agree to sleep in the designated cabin or area or act as a Cabin Leader for campers assigned to them in one room or summer camp group. Their duties will include, but not be limited to:

- Providing the bedtime activity (story reading), if necessary;
 - Monitoring students and volunteer cabin leaders until they are asleep;
 - Assist any student who awakens;
 - Assist in the morning with the wake-up routine;
 - Assume the role of Disaster Service Worker in the event of a disaster.
- When working as overnight support at Walden West, the unit member will be on-site from 8:45 pm to 8:00 am during the school year and from 9:30 pm to 8:00 am during the summer and is expected to ordinarily sleep for no less than 8 hours.
 - The unit member will be compensated for overnight support with a stipend in the amount of \$155 per night.

Overnight support will not be considered hours worked for overtime purposes which means that it will not count towards the over 8 hours per day or 40 hours per week overtime calculation.

7.23 Calendar Days

The anticipated dates of the back-to-school professional development days for the subsequent school year will be communicated to staff no later than January 31 of the preceding school year. The Office will communicate any revisions to the back-to-school professional development days to workers. In the event that these dates fall more than 7 calendar days prior to the first day of student instruction for the new school year, workers shall be able to utilize any appropriate leave, sick, vacation options, including but not limited to, Admission Day floating holiday and/or

the Cesar Chavez floating holiday without penalty or retaliation. Any additional days beyond a worker's base work year that are requested by the Office will be optional and paid via the extra time sheet.

Article 8 – Unit Worker Expenses and Materials

8.1 Required Materials

The Office agrees to provide or pay for all tools, equipment, and supplies required for performance of employment duties. The Office shall pay for the additional Department of Motor Vehicle fees above the standard class “C” (3) license renewal fees for OSS Unit workers (e.g. Head Start, and warehouse workers).

8.2 Replacing or Repairing Unit Workers’ Property

The Office shall reimburse unit workers a maximum of two hundred dollars (\$200) for damage to personal property which is required in the course of their employment. In case of theft of personal property required in the course of employment, or personal property brought for use in the worker’s job (e.g., learning materials, musical instruments, camera, glasses, replacement cost of stolen bus driver license or bus driver certificate, bus driver’s watches), which the worker has registered on the Authorization to Use Personal Property Card, reimbursement shall be a maximum of two-hundred and fifty dollars (\$250) or the actual value at the time of the loss, whichever is less. A police report must be made to entitle the unit worker to reimbursement, or at the Juvenile Hall or the Juvenile Court Schools Ranches, an incident report signed by a peace officer may be substituted for a police report.

8.3 Safety Shoes

The Office shall allot to each worker in the classifications listed below a maximum of two hundred dollars (\$200) each fiscal year upon submission of receipts toward the purchase of safety toe shoes. Each worker will be able to purchase as many pairs of shoes as possible for the \$200 amount. Such special reimbursement shall be made within thirty (30) days upon submission of receipts to the worker’s immediate supervisor and completion and processing of official Request for Reimbursement forms through the County School Service Fund. Workers in classifications referred to in this Section shall wear the Office approved type of safety shoe designated for their position at all times while performing their duties. The worker shall be responsible for the care and maintenance of the shoes. (See 8.6.2.1 for additional information)

This Section shall apply only to workers in the following classifications:

- Conference Center Coordinator
- Custodian
- Custodian, Lead
- Custodian – Restricted
- Food Service Assistant
- Food Service Assistant/Delivery Driver
- Cook
- Cook, Lead
- Maintenance Custodian
- Maintenance Custodian – Restricted
- Maintenance Mechanic
- Maintenance Person I/II
- Maintenance Person I/II – Restricted
- Mechanic, HVAC

Mechanic, Vehicle Maintenance
Nutrition/Food Service Specialist
Postal Services Assistant
Print Services Technician
Print Services Technician, Senior
Print Support Technician
Utility Person
Utility Person – Restricted
Warehouse Person
Warehouse Person – Restricted
Warehouse Person, Lead

8.4 Non-Owned Automobile Insurance

The Office agrees to provide the secondary personal injury and property damage insurance to protect unit workers in the event that unit workers are requested to use their personal vehicles on employer business.

8.5 Hold Harmless Clause

8.5.1 Civil Action

Whenever any civil action is brought against a unit worker for any action or omission arising out of, or in the course of the duties of that unit worker, the Office agrees to pay the cost of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such unit worker from any financial loss resulting therefrom.

8.5.2 Criminal Action

In regard to any criminal actions arising out of, or in the course of duties of that unit worker, the parties intend as follows:

- The Office shall reimburse a unit worker exonerated from criminal charges for financial loss associated with a legal defense incurred as a result of such charges. A plea of nolo contendere does not constitute exoneration.
- The Union recognizes that the Office will not assist a unit worker found guilty of criminal actions.
- When a situation arises subject to provisions of this subsection, the parties shall meet to determine its applicability. If the parties disagree on the applicability of this subsection, the rights to grieve and/or arbitrate provided under Article 16 shall not be compromised by any disagreement over the applicability of this subsection.

8.6 Uniforms

8.6.1 Shirts

The Office shall provide permanent custodians, maintenance custodians, HVAC mechanics, utility persons, food service assistants/delivery, maintenance persons, vehicle maintenance mechanics, warehouse persons, lead warehouse persons, conference center coordinators, postal services assistants, print support technicians and print services technicians with six (6) shirts. On or about

August 1 of each fiscal year an additional five (5) shirts will be provided. New hires shall receive six (6) shirts upon hiring and another five (5) shirts upon completion of their probationary period or August 1, whichever is longer. Workers shall be required to wear these shirts while on duty and will launder their own shirts.

8.6.2 Pants

The Office shall provide annually, upon the request of permanent custodians, maintenance custodians, HVAC mechanics, utility persons, maintenance persons, vehicle maintenance mechanics, warehouse persons, lead warehouse persons, food service assistants/delivery, lead cooks, cooks, conference center coordinators, postal services assistants, print support technicians, print services technicians, print services technicians-lead, food service assistant, custodian-lead, and maintenance mechanic, uniform pants (consisting of blue denim jeans or navy blue or black twill/canvas work pants) at a cost to the Office not to exceed \$300 per fiscal year. Each worker will be able to purchase as many pairs of pants as possible and shall submit receipts to be reimbursed for the \$300 amount. There shall be no “carry over” of funds from year to year.

8.6.2.1 Unit members who are eligible for reimbursement of up to \$300 for work pants under Section 8.6.2 and who are also eligible for reimbursement of up to \$200 for work shoes under Section 8.3 may pool the two (2) amounts to be reimbursed for a total of up to \$500.00 in a school year for approved work shoes and work pants as allocated by the unit member.

8.6.2.2 Permanent workers may order their uniform pants through the Office’s selected vendor at their site/department or may purchase the uniform pants and submit receipts and official Request for Reimbursement forms to their site/department for reimbursement. The workers who request and are provided uniform pants shall be required to wear them while on duty and will launder their own pants.

8.6.3 Smocks/Lab Shirts

The Office shall provide food service assistants/delivery, lead cooks and cooks five (5) smocks/lab shirts at the workers’ preference on or about August 1 of each year, at a cost not to exceed \$200.00. These workers shall be required to wear the smocks/lab shirts while on duty and will launder those smocks/lab shirts.

8.6.4 At the beginning of each contract year, the Office shall provide an annual stipend of \$450.00 to Environmental Education Specialists to be used to purchase hiking boots and other hiking apparel such as pants and rain coats, of the worker’s preference. The color of the rain coat worn by Environmental Education Specialists while working shall be of a distinctive color designated by the Program Director after consulting with the Environmental Education Specialists. The stipend shall be incorporated into the unit member’s regular monthly pay warrant for September. Newly hired Environmental Education Specialist will receive the full stipend in their first monthly pay warrant

Article 9 – Health and Welfare Benefits

9.1 Unit Worker(s) and Dependent(s) Insurance Coverage

The Office agrees to pay the premium cost for eligible unit workers and their dependents and registered domestic partners for comprehensive programs of insurance as provided in this Section:

9.1.1 Medical Coverage

9.1.1.1 The Health Care Cost Containment Committee (HCCCC) shall agree to any changes in plan carriers.

The HCCCC will convene prior to the beginning of each fiscal year to review plan options and carriers. The Office will make a request to SISC to arrange for a special open enrollment period for medical benefits upon ratification of this successor collective bargaining agreement to the one that expired on August 31, 2022, for unit members to make enrollment decisions based on the new contribution amounts. The parties understand and agree that the decision of the timing and window for the special open enrollment period is solely within the discretion of SISC and that SISC's decision shall not be grievable.

9.1.1.2 Benefits Contribution Effective for October 1, 2022 through August 31, 2024

9.1.1.2.1 Beginning October 1, 2022, the Office's contribution towards the cost of premiums for medical benefit coverage for unit workers and their eligible dependents shall not exceed \$19,056.00 annually (\$1,588.00 per month). The Office's contribution toward medical insurance premiums will be prorated for part-time bargaining unit members as provided in Section 9.3.3. Unit workers shall contribute any amount in excess of the Office's contribution limit (cap) for medical premiums through payroll deduction.

The crediting of this increase to each eligible bargaining unit member will be done retroactive to October 1, 2022.

9.1.1.2.2 Effective October 1, 2023, the Office's contribution towards the cost of premiums for medical benefit coverage for unit workers and their eligible dependents shall not exceed \$19,440.00 annually (\$1,620.00 monthly). The Office's contribution toward medical insurance premiums will be prorated for part-time bargaining unit members as provided in Section 9.3.3. Unit workers shall contribute any amount in excess of the Office's contribution limit (cap) for medical premiums through payroll deduction.

For the benefit year beginning October 1, 2023, if the increase in medical benefits costs for the Kaiser HMO plan is above 6%, the parties agree to reopen Article 9.1.1.2 for that benefit year.

9.1.1.3 The Office will offer a voluntary pretax deduction plan (IRC 125) for interested workers.

9.1.2 Dental Coverage

Delta Dental Economy and Core plans will be offered by the Office with no additional monthly cost to workers for those working 6 hours or more per day. To receive dental coverage, workers who work less than 6 hours per day must pay the differential between their pro-rated share (outlined in 9.3.3) of the Office’s contribution for a full-time employee to cover the cost of the Economy or Core plan and the actual cost for either plan.

9.1.3 Vision Coverage

Effective October 1, 2022, at no cost to full-time workers, the Office shall provide vision coverage under the VSP Vision Care plan offered by the VSP Choice network.

9.1.4 Employee Assistance Program

In addition to the Employee Assistance Program (EAP) currently provided by the Self-Insured Schools of California (SISC), the Office will provide mental health and wellness support services through third party provider(s).

9.1.5 Fertility Benefits

Per the agreement reached with the HCCC, the Office will begin providing workers with certain benefits that may be used for family forming and fertility purposes as defined by that plan through Carrot. The workers shall not contribute to these benefits but may see additional costs for utilizing benefits that exceed the plan benefits.

9.2 Unit Workers’ Insurance Coverage

The Office agrees to pay the actual premium cost at the existing coverage and benefit level for the period of the contract for all unit workers for comprehensive programs of insurance as stated in this Section:

9.2.1 Group Life Insurance

The Office will continue to provide \$20,000 group life insurance through Standard Insurance Co. with no cost to the worker.

9.2.2 Income Protection Insurance

Workers are eligible for income protection under State Disability (SDI) for short-term disability. For long-term disability, the Office will continue to provide eligible workers benefits after a 30 day waiting period through *The Standard* as follows: Monthly Benefit: 66 2/3% of the first \$8,334 of monthly pre-disability earnings, reduced by deductible income.

Maximum Monthly Benefit: \$5,556.00

Minimum Monthly Benefit: \$100.00

9.3 Proration of Benefit Contribution

9.3.1 Grandfather Clause – Paraeducators/OTBS

All current unit workers (employed as of January 31, 1991) employed twenty (20) hours or more per week during the work year shall be fully covered for medical, dental, vision, and life insurance. These workers shall be required to pay any amount in excess of the SCCOE premium contribution.

Workers working less than twenty (20) hours per week shall be required to pay a proportionate share of the cost as their weekly hours bear to twenty (20) hours plus any amount in excess of the SCCOE premium contribution to be eligible for coverage in plans provided. The status of “current unit worker” shall include all unit members currently on leave of absence or on re-employment lists. The status of “current unit worker” shall not be affected by promotion, demotion, transfer (whether or not it involves a decrease in hours), leave of absence, layoff, or termination if rehired within thirty-nine (39) months.

9.3.2 Grandfather Clause – OSS

All current unit workers employed before April 1, 1994 shall be fully covered for medical, dental, vision, and life insurance. These workers shall be required to pay any amount in excess of the SCCOE premium contribution. The status of “current unit worker” shall include all unit members currently on leave of absence or on re-employment lists. The status of “current unit worker” shall not be affected by promotion, demotion, transfer (whether or not it involves a decrease in hours), leave of absence, layoff, or termination if rehired within thirty-nine (39) months.

9.3.3 Part-Time Employee Benefit Contribution Proration

For the purpose of proration of Office benefit contributions only, the Office’s contribution toward medical insurance premiums will be prorated for part-time bargaining unit members as follows:

Regular Daily Assignment	Prorated Contribution
6 hours or more	100%
5.5 hours	94%
5.0 hours	90%
4.5 hours	78%
4.0 hours	70%
3.5 hours	63%

9.4 Retiree Medical Benefits

Effective the first full month after ratification of the parties’ successor collective bargaining agreement that expired on August 31, 2022, the Office agrees to provide for contributions to be made for medical insurance coverage for all unit workers who retire under the Public Employees’ Retirement System (PERS) at or after the age of fifty-five (55).¹ Provisions are made as follows:

- For a unit worker with ten (10) or more years of continuous service with the Office, the Office will pay fifty percent (50%) of the medical cost of the retiree, the retiree to pay the balance of all costs of medical insurance for self. After fifteen (15) years of continuous

¹ The Office will apply these changes to workers who retired prior to the implementation of this change in retiree benefits subject to the eligibility requirements set out in this Section.

service with the Office, the unit member will be eligible for 75% full medical coverage. After twenty (20) years of continuous service with the Office, the unit member will be eligible for 100% full medical coverage. Such retirees and dependents shall have the same current workers' right to choose from all existing insurance plans.

- A unit worker with less than ten (10) years of service with the Office shall upon retirement be eligible to pay all costs of medical insurance for dependents and self.
- Premiums shall be at the same rates charged to the Office with such premiums remitted with the Office's regular payment.
- The Office contribution of the retiree's medical cost shall cease the month following the retiree's sixty-fifth (65th) birthday or when the retiree becomes eligible for Medicare, whichever is later. The medical plan provider under which the retiree is covered must agree to continue coverage for this Section to apply.
- This Section will be effective as long as these incorporation rights are allowed by the insurance carriers with no increase in rates because of this incorporation.
- The parties agree that the retiree medical benefits provided in this section do not vest unless and until such time as:
 - a) the retiring employee submits a letter of resignation for purposes of retirement to the Assistant Superintendent-Personnel Services;
 - b) the Assistant Superintendent-Personnel Services notifies the retiring employee that the letter of resignation for purposes of retirement has been received, accepted, and processed; and
 - c) the retiring employee submits an application for retirement to CalPERS.
- The parties affirm their pre-existing common understanding that if a bargaining unit member is terminated for cause prior to retirement, that unit member would be ineligible for this retiree medical benefit.

9.5 Change in Insurance, Benefits and Carriers

The Office shall meet and negotiate over any changes in insurance, all benefits or carriers, and shall advise the Union in advance of implementation of any proposed change of administrators and meet with the Union upon request.

9.6 State Disability Insurance (SDI)

9.6.1 Eligibility

All workers in the bargaining unit will be covered by State Disability Insurance, the contributions for which shall be deducted from each worker's wages.

9.6.2 Contributions

Such contributions shall be at the rate set pursuant to the Unemployment Insurance Code and forwarded to the State Disability Fund.

9.6.3 Coordination with Sick Leave and Vacation

SDI benefits will be coordinated with the worker's sick leave and, at the worker's option, with the worker's vacation. The Office will comply with all current SDI regulations when coordinating benefits.

9.7 Health Care Cost Containment Committee

The Union agrees to actively participate on a Health Care Cost Containment Committee with the Office and other bargaining units for the purpose of studying and implementing cost containment measures that meet the varying needs of workers.

Each bargaining unit will be represented by two (2) workers and a Union staff representative. The parties agree that they may change levels of benefits or any aspects of cost containment other than employer-paid premiums with mutual agreement at any time during the length of the contract, provided that such changes shall be negotiated as specific amendments to this Agreement.

Article 10 – Holidays

10.1 Scheduled Holidays

All unit workers shall be provided with the following paid holidays:

HOLIDAYS	
New Year's Day	Admission Day
Martin Luther King, Jr.	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Cesar Chavez	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	Juneteenth

10.1.1 Conflicts in Calendars

If a conflict arises between the holiday observed by the Office and the date observed by the school district or agency, the worker shall observe the calendar of the district or agency of the assigned school.

10.1.2 Admission Day Floating Holiday

A floating holiday in lieu of Admission Day shall be taken by the end of the worker's regular calendar work year. Requests for this day off will be made in advance to the immediate supervisor and will be granted based on the supervisor's assessment of the department/site's needs. Ties in requests will be broken by seniority when more workers have requested the same day off than can be accommodated. After the worker has made two (2) requests to take a floating holiday that are not approved, the worker shall meet with the worker's supervisor to select a mutually agreeable date for the worker to observe the floating holiday. If they cannot agree, the worker may take a pay-off in lieu of observing the holiday. The holiday shall be paid on the end of month payroll cycle. To be eligible for the floating holiday in lieu of Admission Day, the unit worker must be on paid status no later than October 1 of the fiscal year.

10.1.3 Cesar Chavez Floating Holiday

The Office will provide unit members who are in paid status on or before March 31 with a floating holiday in commemoration of Cesar Chavez. If the floating holiday is not taken by June 15 of the school year, the Office shall pay the unit member for the day at the unit member's regular rate of pay in the July 31 pay warrant.

This floating holiday will become an official holiday for unit members when recognized by both the State and Federal governments.

10.2 Additional Holidays

Consistent with the terms of Education Code Section 37220, or any successor to that Section, every day declared by the President, the Governor of this State, or the County Superintendent of Schools to be a public fast, day of thanksgiving, or holiday shall be a paid holiday for bargaining unit members. Such additional holidays declared by the Governor shall be considered paid holidays for unit members only if the Governor provides that the public schools of the state shall close.

10.3 Flexible Alternate Workweek

Regular workers who work a flexible or alternate workweek shall receive the same number of holidays as those in the unit who work the standard workweek.

10.4 Holidays on Saturday or Sunday

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

10.5 Holiday Eligibility

Unit workers who are not normally assigned to duty the workday immediately preceding or succeeding the holidays of late December and January 1, shall be paid for those holidays. Unit workers shall be entitled to all other paid holidays providing that they were in paid status during any portion of the working day immediately preceding or succeeding the holiday. If the Bus Driver is assigned to schools or agencies which do not observe a holiday(s) listed in this Article and is required to work the holiday, the driver shall be entitled to holiday pay according to Section 10.6.

10.6 Pay for Holidays

Pay for a holiday not worked shall be the same as the worker would have received had the day not been a holiday. When a unit worker is required to work a holiday, the worker shall be paid a rate of one and one-half (1½) times the regular hourly rate including premium pay for shift differentials plus any holiday pay to which the worker may be entitled. A worker may elect in advance to receive compensatory time off credit in lieu of compensation.

Article 11 – Vacation Accrual

11.1 Vacation Eligibility

Each unit worker, permanent, part-time, and probationary, shall earn vacation at the prescribed rate as part of the worker’s compensation. A unit worker who serves in a non-permanent assignment shall earn vacation during such assignment. Eligibility to take vacation will commence after completion of the worker’s initial probationary period.

11.2 Accrual Rate

Vacation shall be based upon years of service for all unit workers. Those employed twelve (12) months per year shall have the following vacations:

1 st year	10 days
2 nd – 4 th year	12 days
5 th – 9 th year	16 days
10 th -14 th year	18 days
15 th – 19 th year	20 days
20 th and above	21 days

Part-time and/or part-year workers shall accrue vacation by each hour in a paid status, exclusive of overtime, by a formula that shall provide equivalent prorated vacations. Such vacation may be taken in “days” but shall be computed in “hours” as described in Appendix B.

11.3 Vacation Carryover

Unused vacation not exceeding the amount earned in the preceding fiscal year may be carried over into the succeeding fiscal year.

11.3.1 Maximum Carryover

Workers shall be allowed to maintain up to two (2) times the amount of days earned per fiscal year.

11.3.2 Automatic Vacation Payoff

Workers shall be encouraged to take their accrued vacation. Vacation in excess of that allowed in Section 11.3.1 shall be paid automatically to the worker at the end of that fiscal year. Such automatic payment shall occur on the July 31 payroll.

11.3.3 Exception

Under special circumstances and with the approval of the Department Head, a worker may maintain up to ten (10) excess vacation days into a third (3rd) fiscal year if sufficient vacation is scheduled to be taken that year.

11.4 Separation from Service

Upon separation from service, a unit worker shall be paid for the worker’s accumulated vacation credit at the rate of pay applicable to the worker’s regular assignment at the time of separation.

11.5 Vacation Payoff

11.5.1 Part-Year Workers

Unit workers employed for less than a twelve (12) month/261 days work calendar have the option of:

11.5.1.1 Taking accrued vacation during their employment period

11.5.1.2 Receiving paid accrued vacation as indicated in the table below. Unit members wishing to get paid vacation during the year must notify the Payroll Department in writing on a Vacation Payoff form (which is available on the SCCOE website and intranet). Unit members will be paid the number of hours indicated on the form or their entire accrual of vacation, whichever is less.

Signed Vacation Pay Off form received in Payroll Department by:	Employee will receive vacation pay-off on payroll:
October 15 th	November 30 th
February 15 th	March 31 st

If there are extenuating circumstances, a worker may request a vacation payout outside of these dates to the Assistant Superintendent – Personnel Services. The Assistant Superintendent – Personnel Services will notify the worker if their request is approved or denied.

11.5.1.3 Accruing carryover vacation time up to but not exceeding the amounts earned in a given fiscal year.

11.5.2 Receiving Vacation Cash Adjustments at the End of the Fiscal Year

Unit workers shall notify their immediate supervisor in writing and shall send a copy to the Payroll Department indicating their choice prior to May 15 of each year. This decision shall be final. If a worker elects to take cash adjustment, payment shall occur on the July 31 payroll.

Calendars that end in:	Receive vacation pay-off on:
May (no June work)	June 30 th
June	July 31 st

11.5.3 Twelve Month Workers

Unit workers employed twelve (12) months have the option of receiving vacation cash adjustments at the end of the fiscal year if the following criteria are met:

- Notification to the immediate supervisor in writing, with a copy to the Payroll Department no later than May 1st of the fiscal year in which the payoff is being requested
- The immediate supervisor and department head's confirmation that sufficient funds exist in the budget to honor the request. Workers shall be notified of this confirmation or denial in writing by May 15
- Payoff shall not exceed one (1) fiscal year's vacation accrual
- The worker's request may not be changed after June 15. Payment for requested vacation cash adjustments shall occur on July 31 payroll.

11.5.4 Worker Financial Emergency

Where the worker is in a personal financial emergency, management may authorize a payoff from accrued vacation.

11.6 Vacation Scheduling

11.6.1 Worker Request

The supervisor shall make the assignment of vacations. For vacations of more than five (5) days, a worker shall submit a written request for vacation at least four (4) weeks prior to the beginning date. The worker shall receive written approval or reason for denial within five (5) workdays of the request. For vacations of five (5) days or less in which the worker has submitted a written request for vacation at least seven (7) workdays prior to the beginning date, the worker shall receive written approval or reason for denial within five (5) workdays of the request. Efforts shall be made to enable vacation to be taken at times convenient to the unit worker, consistent with the needs of the service and the workload of the department or site. However, if the unit worker has accrued the maximum vacation amount and fails to submit a written request for vacation, the Office may request a meeting with the worker to discuss vacation scheduling.

11.6.2 Request Conflicts

In case of a conflict in vacation requests, the request submitted earliest shall take precedence. If a conflict arises when vacation requests are submitted on the same date, the conflict shall be resolved by seniority as defined in Article 23.

11.6.3 Requests Less Than Four Weeks' Notice

A worker may schedule vacation with less than four (4) weeks' notice by mutual agreement with the supervisor, provided that such scheduling shall not interfere with already approved vacations. If the vacation requested is consistent with the needs of the service and the workload of the department/site, it shall be granted.

11.7 Emergency Prohibiting Vacation

When a unit worker has accumulated the maximum allowable vacation credit and when a critical emergency prevents the worker's being off duty, the nature and duration of the emergency shall be reported by the Office. Once this report is made, the Office shall authorize either payment in lieu of vacation earned above the maximum or the accumulation of the excess vacation credit for

the authorization of the emergency. The worker shall be able to choose from either of the two (2) options.

11.8 Absence from Paid Service

A unit worker absent on leave without pay or a unit worker laid off for lack of work or lack of funds shall not accumulate vacation credit during the period of the worker's absence from paid service.

11.9 Illness/Bereavement During Vacation

Any unit worker who has six (6) or more months of service and who commences the worker's prescribed vacation period and subsequently becomes ill or is bereaved before the vacation period has been completed, shall be placed on sick leave, if an available sick leave balance exists, or bereavement leave, and the appropriate vacation credit shall be restored to the unit worker's earned vacation balance. During any vacation period, if the spouse of the worker or the worker's child living in the home becomes seriously ill, the worker may be placed on sick leave and have the appropriate vacation credit restored to the worker's earned vacation balance, providing an available sick leave balance exists. The Office may require the unit worker to show evidence of the worker's own illness, the serious illness of the spouse or child, or of bereavement. In the event the worker does not have a sick leave balance, the time may be converted to compensatory time or leave without pay upon the request of the worker.

11.10 Holiday During Vacation

When a holiday falls during the scheduled vacation of a unit worker, the holiday shall not be charged against the worker's vacation.

11.11 Prohibition of Duties During Vacation

No duties, including training duties, shall be assigned during the unit worker's vacation.

Article 12—Leaves of Absence

12.1 Paid Personal Illness and Injury (Sick) Leave

12.1.1 Definition

Sick leave is the authorized absence of a unit worker because of the unit worker's, or a unit worker's immediate family illness or injury, quarantine or exposure to contagious disease. Leave for the unit worker's own serious health condition shall be subject to FMLA/CFRA rules. In the event of a serious illness of a worker's child, spouse, registered domestic partner, or parent, the unit worker may take the leave described in Section 12.14 to care for the child, spouse, registered domestic partner, or parent. Child and parent are defined in Section 12.14.

12.1.2 Earned Rate and Accumulation of Sick Leave

OTBS and OSS Units: A regular unit worker shall earn paid sick leave in accordance with the provisions of this Article. Sick leave shall be earned at the rate of twelve (12) days per year for twelve (12) month workers. Unit workers in paid status for less than twelve (12) months per year shall earn sick leave prorated by their months of service.

Paraeducators Unit: A regular unit worker shall earn paid sick leave in accordance with the provisions of this Article. Sick leave shall be earned at the rate of thirteen (13) days per year for twelve (12) month workers. Unit workers in paid status for less than twelve (12) months per year shall earn sick leave prorated by their months of service.

12.1.3 Sick Leave Bank

At the beginning of each fiscal year, the sick leave "bank" of the unit worker shall be increased by the number in days of paid sick leave that the worker would normally earn in the ensuing fiscal year (July 1 through June 30). A unit worker's sick leave "bank" shall be adjusted if a change of assignment or extended work year alters the amount of sick leave earnable.

12.1.4 Accumulation of Sick Leave

Unit workers may accumulate unused sick leave without limitation.

12.1.5 Transfer of Leave from Another District

12.1.5.1 Eligibility

Any classified worker of any school district or county superintendent of schools who has been employed for a period of one (1) calendar year or more, whose employment is terminated for reasons other than action initiated by the employer for cause, and who subsequently accepts employment with the Office within one (1) year of such termination of the worker's former employment, shall have transferred with the worker to the Office the total amount of earned leave of absence for illness or injury to which the worker is entitled under Education Code Section 45191. This transfer shall be in the same manner as is provided for certificated workers.

12.1.5.2 Office Obligation

The Office shall not adopt any policy or rule, written or unwritten, which required unit workers, or any individual classifications or group of classifications of workers transferring to its district, to waive any part or all benefits which they may be entitled to have transferred in accordance with this Section.

12.1.6 Permanent Workers' Use of Sick Leave

Sick leave may be taken at any time, according to the terms of this Article.

12.1.7 Probationary Workers' Use of Sick Leave

Probationary unit workers may use no more than six (6) days of paid sick leave during their initial probationary period.

12.1.8 Sick Leave Increments

Unit workers may take sick leave in fifteen (15) minute increments. If a series of appointments is required, arrangements for absence shall be made in advance with the supervisor and shall be deducted from the unit worker's accumulated sick leave bank.

12.1.9 Office Paid Leave for Medical/Dental Appointments

12.1.9.1 Notice

Paraeducators Unit: All requests to use sick leave for medical or dental appointments shall be submitted at least two (2) days in advance, except in cases of emergency. It is understood that workers shall not be questioned about the nature of their medical or dental appointments. It is also understood that there are circumstances beyond the worker's control in which appointments cannot be scheduled more than two (2) days in advance. When possible, workers shall schedule all doctor's appointments after work hours.

OTBS Unit: When possible, workers shall schedule all medical or dental appointments after work hours. When doctor appointments cannot be obtained after work hours, a worker, by arrangement with the worker's immediate supervisor, will be granted a maximum of two (2) hours per month leave of absence for medical or dental appointment without loss of pay or deduction from the worker's sick leave bank. This leave is for use only for the worker or the worker's immediate family member living in the home. All requests for such leave shall be granted if the appointment cannot be obtained after work hours and a three (3) workday notice has been provided, except in cases of emergency.

OSS Unit: (Except Bus Drivers – see Section 12.1.9.2) By prior arrangement with the unit worker's immediate supervisor, a unit worker will be granted up to two (2) hours per month leave of absence for a medical or dental appointment without loss of pay or deduction from the worker's sick leave bank defined in Section 12.1.2. All requests for this leave shall be granted if a twenty-four (24) hour notice has been provided, except in cases of emergency.

12.1.9.2 Bus Drivers (OSS Unit)

By prior arrangement with the driver's supervisor, a bus driver or lead bus driver may be granted each month a leave of absence for a medical or a dental appointment of either one (1) shift or a maximum of four (4) hours, whichever is less, without loss of pay only if the appointment cannot be scheduled in a manner which will enable the bus driver to return to the driver's regular duties immediately after the appointment.

12.1.9.3 Verification

Upon return, unit workers may be asked to provide verification of the medical or dental appointment. The request for verification will be consistent among all workers within a site/department. This Section shall not preclude the Office from requiring verification in cases of suspected abuse.

12.1.10 Unit Worker's Notification to Supervisor

OSS Unit: To receive compensation while absent on sick leave, a worker scheduled to begin work after 8 a.m. must notify the worker's supervisor of the worker's absence two (2) hours before the start of the worker's shift on the first day of absence. All other workers must notify the supervisor of the worker's absence one (1) hour before the start of the worker's shift on the first day of absence. If the one (1) or two (2) hour notice required by this Section is impossible, the worker shall notify the supervisor as soon as possible, and the Office may require verification that prior notice was impossible. The burden to justify impossible conditions shall be upon the unit worker.

Paraeducators/OTBS Units: In order to receive compensation while absent on sick leave, all workers must notify the supervisor of the worker's absence one (1) hour before the start of the workday unless conditions make notification impossible. The burden to justify impossible conditions shall be upon the unit worker.

12.1.11 Unit Worker's Notice of Return

By one (1) hour before the end of the worker's shift on the day prior to the worker's expected return to work, the worker shall notify the worker's supervisor in order that any substitute worker may be terminated.

12.1.12 Physicians Statement

The Office may require a unit worker absent for more than three (3) consecutive working days to present a physician's verification to the supervisor detailing the dates of the worker's illness or injury, and the date the worker will be able to return to work. Under the circumstances described in Section 12.1.20, the Office may require a physician's statement for each day of absence. If the unit worker requests accommodation under the Americans with Disabilities Act (ADA), Fair Employment Practices Act (FEPA), or claims inability to perform the entire scope of the job classification, the Office may require the worker's physician to specify the worker's limitations on a form provided by the Office.

12.1.13 Pay for Sick Leave

Pay for any day of sick leave shall be the same pay the worker would have received if the worker had worked that day.

12.1.14 Worker’s Option to Use Vacation/Compensatory Time After Exhaustion of Paid Sick Leave

After an ill or injured worker exhausts all current and accumulated sick leave, the worker may, upon request, use accumulated vacation and compensatory time to avoid differential pay or unpaid leave. Unless the worker requests to use accumulated vacation and compensatory time under this Section, the worker need not exhaust vacation or compensatory pay to be eligible for Section 12.1.15 Differential Pay.

12.1.15 Extended Sick Leave (formerly referred to as “Differential Pay”)

Paraeducators and OTBS Units: After a worker exhausts all paid sick leave, the worker shall be paid Extended Sick Leave pay under this Section. When a unit worker is absent from the worker’s duties on account of illness or accident for a period of one hundred (100) days or less, whether or not the absence arises out of or in the course of employment of the worker, shall be paid fifty percent (50%) of the worker’s regular salary as provided under Education Code Section 45196 regardless of whether a substitute is employed to perform the unit workers’ duties. The 100 day Extended Sick Leave period shall run concurrently with all paid leaves (See Appendix D).

OSS Unit: After a worker exhausts all paid sick leave, the worker shall be paid differential pay under this Section. When a unit worker is absent from the worker’s duties on account of illness or accident for a period of one hundred (100) days or less, whether or not the absence arises out of or in the course of employment of the worker, shall be paid fifty percent (50%) of the worker’s regular salary as provided under Education Code Section 45196 regardless of whether a substitute is employed to perform the unit worker’s duties. Except for a worker’s first thirty (30) days of the paid industrial illness or accident leave, vacation or compensatory time, the 100 day Extended Sick Leave period shall run concurrently with all paid leaves (See Appendix D).

12.1.16 Exhaustion of All Paid and Unpaid Leaves

After exhausting all paid leaves, a permanent unit worker may request unpaid leave as permitted by Section 12.16. When all available leaves of absence, paid or unpaid, have been exhausted and the worker is not medically able to assume the duties of the worker’s position, the unit worker shall be placed on the reemployment list described in Section 12.17.

12.1.17 Return to Duty from Sick Leave

A worker on paid or unpaid sick leave may return to duty at any time during the leave, if the worker is able to resume the assigned duties. The position held by the worker on leave may be filled only for the duration of the leave, and the worker shall return to the position at the end of the leave.

12.1.18 Sick Leave Incentive Program

Workers who are employed their entire work year calendar and have taken no sick leave hours as defined in Section 12.1.2 during the course of the year will receive an award of two (2) vacation days. Workers who have taken no more than one (1) day of sick leave will receive one (1) vacation day.

12.1.19 Pay for Unused Sick Leave

Unused sick leave will be paid to the worker as follows:

- Upon retirement

First sixty (60) days at the rate of fifty (50)%, days in excess of sixty (60) at twenty-five (25)%.

- Upon resignation or layoff
After ten (10) years of continuous service, first sixty (60) days at rate of twenty-five (25)% days in excess of sixty (60) at rate of twelve and one half (12 ½)%.
- Exception
Pursuant to the requirements of the Education Code, when a worker resigns and accepts employment in another school district or county office, the worker's accumulated sick leave may be transferred at the worker's request.

12.1.20 Abuse of Sick Leave

12.1.20.1 Right to Union Representation

When scheduling the meetings described in Sections 12.1.20.2 through 12.1.20.4, the supervisor shall inform the worker of the worker's right to have a union steward attend the meeting. If the worker requests a union steward and the union steward is not immediately available, the supervisor shall delay the meeting for no more than two (2) working days or as mutually agreed to accommodate the parties' schedules.

12.1.20.2 Verbal Warning

When a supervisor suspects a permanent worker of abusing sick leave, the supervisor shall meet with the worker and verbally warn the worker. At the request of the worker, a union steward may attend this meeting.

12.1.20.3 Doctor's Verification

If there is no improvement in the pattern of sick leave, the supervisor may require the worker to bring verification from a doctor for absences of less than four (4) consecutive days. The worker and union steward shall be notified prior to such a requirement and a meeting shall be held. This verification shall be required for no more than two (2) months.

12.1.20.4 Written Warning

If after allowing the worker a period of time not to exceed two (2) months to demonstrate improvement, the worker has not met expected standards, the supervisor shall hold a conference with the worker and, if requested by the worker, the union steward. After the conference, the supervisor shall prepare a post-conference summary memorandum clearly labeled "written warning." The written warning shall be placed in the worker's personnel file. The supervisor may proceed with the progressive disciplinary procedure described in Article 15 of this Agreement.

12.1.20.5 Grievance Procedure

Workers may appeal under Article 15 and/or Article 16 of this Agreement.

12.1.21 Return to Duty – Physical Exam

Pre-placement physicals are not required for a worker returning from leave of absence of twelve (12) months or less. (Time spent on pregnancy disability leave shall not be counted in calculating the twelve months.) Pre-placement physicals are described in Section 13.11.

12.2 Personal Necessity Leave

12.2.1 Definition

A unit worker may use up to seven (7) days of earned sick leave as defined in Section 12.1.2 in any school year for personal necessity leave for the reasons listed in Sections 12.2.2 and 12.3. Personal Necessity Leave may not be used as vacation.

12.2.2 Permitted Uses

- Death of a member of the unit worker's immediate family when additional leave is required beyond that approved under Bereavement Leave
- Accident, involving the unit worker's person or property, or the person or property of a member of the worker's immediate family
- Appearance in court or before any administrative tribunal as litigant, party or witness under subpoena or any order made with jurisdiction
- Other reasons approved in advance by the department head

12.2.3 Two (2) or More Consecutive Days

Any Personal Necessity Leave for two (2) or more consecutive days must be requested in writing and approved in advance by the department head.

12.3 Personal Business Leave

A unit worker shall be permitted to be absent for personal business. No more than two (2) days per year of the seven (7) personal necessity leave days may be used to conduct personal business. Personal business leave must be taken in fifteen-minute (15) increments. The worker shall not be required to state the reason for the Personal Business Leave day. Personal Business Leave is not intended to be used as vacation. Personal business days shall be deducted from the worker's earned current and accumulated sick leave described in Section 12.1.2. Requests to use Personal Business Leave must be received by the worker's supervisor as far in advance as possible to allow for operational planning and coverage.

12.4 Bereavement Leave

12.4.1 Definition

All unit workers will be granted necessary leave of absence not to exceed three (3) days or five (5) days if out-of-state travel or travel in excess of one-hundred fifty (150) miles one-way is required, because of the death of any member of the worker's immediate family. In case of death of a spouse, registered domestic partner, parent, or child, the Office will grant five (5) days of absence regardless of whether out-of-state travel is needed or not. No deduction will be made from the salary of such unit worker nor will such leave be deducted from other leave granted to the worker.

12.4.2 Definition of Immediate Family

Members of immediate family as used here are mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-child, step-parent,

or parent, child (including loss of pregnancy), or sibling of a registered domestic, or any person living in the immediate household of the unit worker.

12.5 Leave for Pregnancy Disability

12.5.1 Entitlement

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

12.5.2 Definition

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

12.5.3 Reasonable Accommodation for Pregnancy-Related Disabilities

12.5.3.1 Temporary Transfer

Any unit member who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. A unit member is affected by pregnancy if they are pregnant or have a related medical condition, and because of pregnancy, the unit member's health care provider has certified that it is medically advisable for them to temporarily transfer or to receive some other accommodation.

12.5.3.2 Request for Transfer

The Office will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to a unit member affected by pregnancy if: they request a transfer or other accommodation; the request is based upon the certification of their health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

12.5.3.3 No Additional Position

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

12.5.4 Advance Notice and Medical Certification

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

- 12.5.4.1** Provide 30 days advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- 12.5.4.2** Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days notice is not foreseeable; and
- 12.5.4.3** Provide a signed medical certification from the unit member’s health care provider that states that the unit member is disabled due to pregnancy or that it is medically advisable for the unit member to be temporarily transferred or to receive some other requested accommodation.
The Office may require a unit member provide a new certification if they request an extension of time for the leave, transfer or other requested accommodation.

12.5.5 Duration

12.5.5.1 Leave of Absence

The Office will provide a unit member with a Pregnancy Disability Leave of Absence for the duration of their pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by their health care provider. The four months of leave available to a unit member due to their pregnancy related disability is defined as the number of days (and hours) the unit member would normally work within four calendar months or 17.33 workweeks.

12.5.5.2 No Effect of Transfer on Leave

Any temporary transfer or other reasonable accommodation provided to a unit member affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the unit member has absences from work.

12.5.6 Reinstatement

12.5.6.1 Date of Return

If available to them unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent the unit member and the Office have agreed upon a definite date of return from their leave of absence or transfer, they will be reinstated on that date if they notify the Office that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, they will be returned to work within two (2) business days, where feasible, after they notify the Office of their readiness to return.

12.5.6.2 Certification

Before a unit member will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide the Assistant Superintendent—Personnel Services with a certification from their health care provider that they can perform safely all of the essential duties of their position, with or without reasonable accommodation. If they do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. Any time a unit member is not allowed to work due to not having provided the required release, the leave will be unpaid:

12.5.6.2.1 from the original return date until the date unit member submits the required certification and that certification identifies the unit member as still qualifying for leave under this Section or they are cleared to return to work.

12.5.6.2.2 except to the extent that the unit member submits the required certification and that certification identifies the unit member as still qualifying for leave under this Section.

12.5.6.3 Position

A unit member will be returned to the same or a comparable position upon the conclusion of their leave of absence or transfer. If the same position is not available on the unit member's scheduled return date, the Office will provide them a comparable position on their scheduled return date or within 60 calendar days of that return date. However, the unit member will not be entitled to any greater right to reinstatement than if they had not taken the leave.

12.5.6.4 Failure to Return

Failure to return to work at the conclusion of the leave of absence may result in disciplinary action, unless a unit member is taking additional leave provided by law or Office policy or the Office has otherwise approved the unit member to take additional time off. Termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause.

12.5.7 Integration with Other Benefits

Unit members who are taking a leave of absence under this Section or who require accommodations to work a reduced work schedule or to take time off from work intermittently will first use their accrued sick leave to remain in paid status for hours that they are not working. If a unit member exhausts their accrued sick leave and remains on a leave or working intermittently/a reduced work schedule, they will use their 5 month or 100 days of differential leave under Article 12.1.15. Use of such sick leave and differential leave will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence, and a unit member will not receive pay for official holidays that are observed during their leave of absence except during those periods when the unit member is substituting sick leave for unpaid leave. Pregnancy Disability Leave will not run concurrently with leave under the CFRA but shall run concurrently with FMLA. CFRA shall start when baby bonding begins.

12.5.8 Benefits

12.5.8.1 Benefits During Leave

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

12.5.8.2 Seniority

A unit employee will continue to accrue seniority during any part of a paid or unpaid pregnancy disability leave. The leave will not constitute a break in service for purposes of calculating longevity or seniority.

12.5.9 Coordination of State Disability Insurance (SDI)

See Article 9.

12.6 Parental Leave

12.6.1 Definition

In accordance with Education Code section 45196.1, leaves may be granted to a unit member for the birth of a child of the worker, or the placement of a child with the worker in connection with the adoption or foster care of the child by the worker.

12.6.2 Eligibility

To be eligible for such leave, a worker must have completed one (1) year of service, regardless of how many hours an employee has worked during that time. Such workers shall be granted, upon request, a leave of absence for up to twelve (12) workweeks for the purpose of caring for a new baby or a newly adopted child or foster child.

12.6.3 Leave Commencement

Leave taken under this Section must be completed within 12 months of the birth, adoption or placement of a child from foster care.

12.6.4 Number of Leave Days

A unit member shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, however, the unit member may take the balance of the 12-week period in the subsequent school year.

12.6.5 Leave Request

The unit member shall request such leave as soon as practicable, and except in extenuating circumstances the request should be made at least thirty (30) workdays prior to the date on which the leave is to begin. The request shall be in writing and shall include the dates the unit member wishes to begin and end the leave.

12.6.6 Leave Exhaustion

After the unit member has exhausted their sick leave bank during their Parental Leave, and continues to be absent for Parental Leave, the unit member shall receive extended sick leave paid at the rate of 50% of their salary while using leave under this Section.

12.6.7 FMLA/CFRA Leave

This Parental leave shall run concurrently with Bonding Leave under the FMLA/CFRA (Article 12.14) and Government Code section 12945.2. The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

12.7 Industrial Accident Leave

12.7.1 Definition

Leaves resulting from an industrial accident or industrial illness, including contagious diseases, shall be granted in accordance with the provisions of the Education Code and this Section.

12.7.2 Eligibility

Every worker in the bargaining unit shall be granted industrial injury leave when the worker is unable to perform services because of any injury or illness as defined in the Workers' Compensation Act. Such leave shall be granted in accordance with the provisions of Education Code Section 44043 and 45192 and this Section.

12.7.3 Number of Leave Days

Up to sixty (60) days of industrial leave shall be paid as an industrial leave at full pay.

12.7.4 Leave Commencement

Paid industrial accident leave shall be granted, as indicated in the worker's assignment, from the first day of absence to and including the last day of absence resulting from each separate industrial illness or injury.

12.7.5 Leave Reduction

Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial leave shall not be deducted from the number of days of paid illness leave to which the worker may be entitled.

12.7.6 Computation of Regular Salary

12.7.6.1 Exhaustion of Paid 60 Days

If the unit worker is still unable to return to duty after exhausting the sixty (60) days paid industrial accident leave, the worker's available sick leave will be integrated with Worker's Compensation benefits in order to provide for a full day's wages.

12.7.6.2 Use of Vacation and Compensatory Time

After all paid illness leaves have been exhausted following a paid industrial accident leave, a unit worker shall receive pay from compensatory time and accrued vacation to the extent necessary to make up the unit worker's regular salary when receiving a temporary disability allowance without penalties from Worker's Compensation. A unit worker may make a one-time request per accident or industrial illness not to use accrued vacation towards coordination of benefits pursuant to this provision.

After the expiration of all paid leave privileges, the Office may place the unit worker on an industrial accident leave without pay. The total time of all leave benefits provided under this Article, including unpaid industrial accident leave, shall not exceed thirty-nine (39) months for any one (1) industrial accident or industrial illness.

12.7.6.3 Salary

While a unit worker is on paid leave resulting from an industrial accident or industrial illness the unit worker's salary paid by the Office shall not, when added to a normal temporary disability allowance award (without penalties granted to the unit worker under Worker's Compensation), exceed the unit worker's regular salary. A permanent unit worker's regular salary is computed on the basis of the number of hours and days in the worker's basic daily assignment. A unit worker who is not permanent shall have the worker's regular salary computed on the basis of the average number of hours worked each month in which the unit worker was in paid status during the preceding year. A unit worker who received a shift or other salary differential shall lose the advantage of the differential after ten (10) consecutive days of paid industrial accident leave for any one (1) accident or illness.

The Office shall issue to the unit worker appropriate warrants or payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the Office under this contract. After the expiration of all paid leave privileges, the unit worker may be placed, upon request, on industrial accident leave without pay. However, the office will continue providing medical and dental coverage for a period not to exceed two (2) months beyond the exhaustion of paid leave.

12.7.7 Return to Service

Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, a worker shall be assigned to a position in the worker's former class. If a worker's former class has ceased to exist, the worker may be reassigned or placed on the reemployment list described in Section 12.17.

A unit worker returning from such paid or unpaid leave of absence shall not have any gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and this contract.

A unit worker who fails to accept an appropriate assignment after being medically approved thereof, shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the unit worker's former class, in the worker's former status and time basis, and in assignment areas in which the unit worker has made him/herself available. Unit workers removed from a reemployment list under this Article may appeal the removal through the grievance procedure.

12.7.8 Pre-placement Physical

Pre-placement physicals for workers returning from industrial illness or accident leave shall comply with Section 13.11. Pre-placement physicals are not required for a worker who has been given medical clearance to return from industrial accident or disability leave.

12.7.9 Reemployment List

If the unit worker is still unable to return to duty after exhausting paid industrial accident leave and the worker is eligible for sick leave, the unit worker shall use earned or accumulated sick leave.

If the worker is unable to return to duty after exhausting all Industrial accident leave and earned or accumulated sick leave, the worker may request unpaid leave as described in Section 12.16. When all paid and unpaid leaves of absence have been exhausted and the worker is still unable to assume the duties of the worker's position, the worker shall be placed on the reemployment list described in Section 12.16 (See Appendix D).

12.8 Judicial Leave

12.8.1 Witness Leave

Leaves of absence to serve as a witness in a court case shall be granted a worker when the worker has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The worker shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to, and the subpoena or court certification is filed with the Office. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the department head.

12.8.2 Jury Duty Leave

Leave of absence for jury service shall be granted to any classified workers who have been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of the jury service. The worker shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to, and the subpoena or court certification is filed with the Office. Request for leave of absence to serve as a juror should be made by presenting the official court summons to the appropriate department head.

12.8.3 Transportation Expenses

The jury service fee and witness fee referred to in Sections 12.8.1 and 12.8.2, respectively, do not include reimbursement for transportation expenses.

12.8.4 Early Release from Jury or Witness Duty

A worker who is summoned to jury duty and released by the court with more than two (2) hours remaining in the work period, is to return to work.

12.8.5 Judicial Leave for Night Shift Workers

In the event a night shift worker is called to court under the above provision, the following shall apply:

- Swing or p.m. shift shall be released two (2) hours plus the number of hours they were required to be in court.
- Night or graveyard shift shall be released on the shift prior to court attendance. They shall be paid for two (2) hours plus the number of hours that they were required to be in court. An opportunity to work any differential between their work hours and the hours for which they were paid and released shall be provided.

12.9 Military Leave

12.9.1 Definition

Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code Sections 389 and 395 and that which follows.

12.9.2 Military Ordered Physical Examinations

Any regular or provisional worker shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription and or by any branch of the national and/or state military services.

12.10 Leave for Retraining

12.10.1 Definition

In the event that the Office contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason (including those appropriate to the Affirmative Action Program) or a worker is injured through other than an industrial injury and unable to perform the worker's regular job, it may provide for retraining of such workers in accordance with this rule.

12.10.2 Eligibility

- To be eligible for retraining leave, a worker must:
- Have served at least twenty-four (24) months in the Office.
- Serve in a position that the Office contemplates abolishing, or show that the retraining will clearly benefit the Office.
- Commit to undergo the prescribed training program.
- Commit to serve the Office for at least two (2) years after successful completion of the retraining program.

12.10.3 Program Design

The Office shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

12.10.4 Worker Status During Leave

The worker shall be considered a permanent worker for all purposes during the period of the retraining program and shall receive the worker's normal compensation and benefits. The Office may prescribe duties, if any, to be performed by the worker on behalf of the Office during retraining leave.

12.10.5 Payment and Recovery of Expenses

The Office shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the worker if the worker fails to complete the prescribed retraining program.

12.10.6 Establishment of Retraining Programs

The Office may establish retraining programs for purposes other than outlined in this rule and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the twenty-four (24) month service requirement shall prevail. Such programs must be

endorsed by the Commission and must be available to all qualified workers of the Office except that approval for such leave shall be discretionary with the Office.

12.11 Leave for Promotional Training

Every unit worker shall be permitted to be absent from the worker's duties during the workday in order to take an examination for promotion in the Office without deduction of pay or other penalty, provided that the worker gives notice to the immediate supervisor at least two (2) days prior notice to the examination whenever possible.

12.12 Compulsory Leaves

Whenever a worker is charged with an offense, as defined in Education Code Section 44940, the Office shall immediately place the worker upon a compulsory leave of absence for a period of time extending for not more than ten (10) days after the date of entry of the judgment in the proceedings. Once the worker is placed on leave of absence, the worker is subject to the provisions of Education Code Section 44940.5. (See Education Code Section 45304).

If the worker is found not guilty or the charges are permanently dismissed, the worker shall be reinstated to the worker's position with the pay and benefits as mandated by Education Code Section 44950.5. (See Education Code Section 45304).

If the worker is found guilty or pleads no contest, the Assistant Superintendent-Personnel Services, or designee shall take appropriate disciplinary action as provided for under Article 15 and the Education Code. The discipline shall be effective at the commencement date of the compulsory leave.

12.13 Political Office Leave

A unit worker who files for a political office may request, and shall be granted, an unpaid leave of absence which shall commence no earlier than (1) month prior to the election and continue until the election process has been completed insofar as the worker's candidacy is concerned.

12.13.1 Employment Status

Unit workers may be candidates for any political office without suffering any loss of employment status.

12.13.2 Request for Unpaid Leave of Absence

A unit worker elected to an office, the duties of which will clearly conflict with the worker's normal duty hours, may request and shall be granted an unpaid leave of absence which shall commence on the date the worker assumes the office and shall terminate not later than thirty (30) days after the worker's last day in elected office. Reelection to this same office or election to a different office which provides continuity of elected public service may cause extension of the approved leave upon request of the unit worker.

12.13.3 Substitute and Non-Permanent Assignments

A unit worker granted leave under this Section may be employed as a substitute or non-permanent assignments.

12.13.4 Union/Office Intent

It is the intent to allow workers their lawful privilege of political freedom and activity. The Office has a reasonable obligation to make certain that workers are aware of those rights but, at the same time, to ensure that workers do not wrongfully use their duty hours or Office facilities for political purposes.

12.14 Family Medical Leave for Child Rearing

12.14.1 Request for Leave

Upon request, parental leave shall be granted to natural or adoptive parents by the Assistant Superintendent-Personnel Services. Leave under this Section may also be provided to foster, stepparents, or legal guardians, but it shall be limited to three (3) months or sixty-six (66) workdays within a rolling twelve (12) month period, looking backward. When making the request a worker must state the length of time for such leave. Workers may be eligible for the State-Paid Family Leave Insurance Program.

12.14.2 Length of Leave

Leave taken under this Section will run concurrently with leave entitlement under Section 12.6 and 12.15. A leave for child rearing shall be for a period that together with periods provided in Section 12.15 do not exceed one (1) year.

12.14.3 Request for Extension of Leave

If the original request was for less than one (1) year, a request to extend the leave must be submitted to the Assistant Superintendent-Personnel Services no less than one (1) month prior to the original conclusion of the leave.

12.14.4 Health Insurance

The Office shall continue the worker's health insurance coverage (medical, dental, vision, EAP) during the first three (3) months of leave for child rearing provided that the worker continues to pay his/her contribution toward the cost of such premiums based on the worker's assignment immediately prior to taking the leave.

12.14.5 Use of Paid Leave

A worker may elect to use accrued vacation, sick leave and/or compensatory time during this leave.

12.15 Family Care and Medical Leave

12.15.1 Eligibility

To be eligible for leave under the FMLA ("Fed-FMLA") and CFRA (collectively "FMLA Leave") pursuant to Title 29 USC section 2601 and California Government Code section 12945.2, workers must have: (1) completed twelve months of service for the Office; and (2) worked at least 1,250 hours during the previous 12-months as of the start of the leave..

12.15.2 Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because a worker's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important

to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, child of a registered domestic partner, parent-in-law, grandparent, grandchild, or sibling (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only), and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- 12.15.2.1** the birth, adoption, or foster care of a worker’s child within 12 months following birth or placement of the child (“Bonding Leave”);
- 12.15.2.2** to care for an immediate family member: spouse, child, parent and for CFRA Leave: registered domestic partner, parent-in-law, child of a registered domestic partner, grandparent, grandchild, or sibling with a serious health condition (“Family Care Leave”);
- 12.15.2.3** a worker’s inability to work because of a serious health condition (“Serious Health Condition Leave”);
- 12.15.2.4** to a “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “covered active duty” (as defined below) as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of a worker’s spouse, domestic partner, child, or parent in the Armed Forces of the United States (“Military Emergency Leave”); or
- 12.15.2.5** to care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered Servicemember,” as defined by the FMLA (“Military Caregiver Leave”).

12.15.3 Leave Length

- 12.15.3.1** If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible worker may be entitled to additional leave under applicable law. The applicable “12-month” period” utilized by the Office is a rolling 12-month period measured backward from the date a worker uses FMLA leave. Under this method the 12-month period is measured backward from the day the worker uses any FMLA leave.
- 12.15.3.2** The maximum amount of FMLA Leave for a worker wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A “single 12-month period” begins on the date of the worker’s first use of such leave and ends 12 months after that date. If both spouses work for the Office and are eligible for leave under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only.
- 12.15.3.3** Under some circumstances, a worker may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing the worker’s normal weekly or daily work schedule. If a worker is taking FMLA Leave due to pregnancy or pregnancy disability

purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Workers who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Office's operations. A worker must contact their immediate supervisor and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the Office may require a worker to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave. If a worker using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the worker's CFRA entitlement. However, if there are other aspects of work that the worker is able to perform that are not physically impossible, then the worker will be permitted to return to work, thereby reducing the amount of time to be charged to the worker's CFRA entitlement. If a worker's request for intermittent leave is approved, the Office may later require a worker to obtain recertifications of their need for leave.

12.15.3.4 To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by a worker's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with Disabilities Act and/or the Fair Employment and Housing Act ("FEHA"). When the reason for CFRA leave was the worker's serious health condition, which also constitutes a "disability" under the FEHA and the worker cannot return to work at the conclusion of the CFRA leave, the Office will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA. In addition, in some circumstances and in accordance with applicable law, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or a registered domestic partner's child. Certain restrictions on these benefits may apply.

12.15.4 Notice and Certification

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

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible worker may be entitled to additional leave under applicable law. The applicable "12-month" period" utilized by the Office is a rolling 12-month period measured backward from the date a worker uses FMLA leave. Under this method the 12-month period is measured backward from the day the worker uses any FMLA leave.

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

Certification forms are available from the Human Resources Department.

12.15.4.1.2 At the Office’s expense, the Office may, if it doubts the validity of the certification provided by the worker, also require a second opinion regarding the worker’s own serious health condition or the serious health condition of a worker’s family member for Fed-FMLA purposes and, for CFRA purposes, the worker’s own serious health condition. In some cases, the Office may require a second or third opinion regarding the injury or illness of a “Covered Servicemember.” Workers are expected to cooperate with the Office in obtaining additional medical opinions that the Office may require.

12.15.4.1.2.1 The health care provider designated by the Office shall not be employed on a regular basis by the Office.

12.15.4.1.2.2 If the second opinion differs from the opinion in the original certification, the Office may require, at the Office’s expense, that the unit worker obtain the opinion of a third health care provider, jointly approved by the Office and the unit worker. The opinion of the third health care provider shall be final and binding on the Office and unit member.

12.15.4.1.3 When leave is for planned medical treatment, a worker must make a reasonable effort to schedule treatment so as not to unduly disrupt the Office’s operation. Workers are to contact their immediate supervisor or Human Resources prior to scheduling planned medical treatment.

12.15.4.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if a worker’s Fed-FMLA Leave is certified, the Office may later require medical recertification in connection with an absence qualifying for Fed-FMLA Leave.

The Office may request recertification if:

- (1) the worker requests an extension of leave;
- (2) the circumstances of the worker's condition as described by the previous certification change significantly, e.g., a worker's absences deviate from the duration or frequency set forth in the previous certification; the worker's condition becomes more severe than indicated in the original certification; the worker encounters complications;
- (3) the Office receives information that casts doubt upon the worker's stated reason for the absence;
- (4) after six months have passed since a worker's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Office shall be at the worker's expense;
- (5) a recertification under the CFRA may be requested by the Office at the expiration of the time period in the original certification for time off for the worker's own serious health condition.

12.15.4.2 Military Emergency Leave

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

Certification forms are available from the Human Resources Department.

12.15.4.3 Failure to Provide Certification and to Return from Leave

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

12.15.5 Ability to Use Sick and Vacation Leave

Generally, FMLA Leave is unpaid. The Office may require worker to use accrued vacation during any unpaid portion of FMLA Leave to the extent allowed by applicable law. The Office may require workers to use accrued sick leave during any unpaid portion of FMLA Leave. However, the Office will only require workers to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the worker's own serious health condition or for any other reason, mutually agreed to by the Office and the worker. Workers may also choose to use accrued vacation and sick leave, to the extent permitted by law and the applicable sick and vacation sections in this collective bargaining agreement. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

12.15.6 Benefits

The Office will continue making contributions for a worker's group health benefits during the worker's leave on the same terms as if the worker had continued to work. This means that if a worker wants their benefits coverage to continue during the leave, the worker must also continue to make any premium payments that they are now required to make. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively the Office will continue the worker's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. The Office may recover the premiums paid for the worker during the leave if the worker fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the worker to leave or other circumstances beyond the control of the worker. Accrued benefits such as sick leave will not accrue while on an unpaid FMLA Leave.

12.15.7 Job Reinstatement

12.15.7.1

Under most circumstances, a worker will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if a worker would have been laid off had they not gone on leave, or if the worker's position has been eliminated during the leave, then the worker will not be entitled to reinstatement.

12.15.7.2

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

12.15.8

Entitlement to family care and medical leave for the purposes of the worker's own illness shall be satisfied by and run concurrently with leaves taken pursuant to section Articles 12.1 (Sick Leave and Extended Sick Leave), 12.5 (Pregnancy Disability Leave), 12.6 (Parental Leave), and 12.14 (Leave for Child Rearing).

12.15.9

Article 12.15 of this Agreement may be reopened at the request of either party if further legislation or state or federal regulations are implemented.

12.15.10 Department of Labor Notice WH1420 is attached to this Agreement as Appendix E.

12.16 Other Leaves Without Pay

12.16.1 Definition

Leave(s) of absence without pay, including leave requested for education purposes, may be granted to a permanent unit worker upon the written request of the worker and the approval of the Superintendent or the Superintendent's designated representative.

12.16.2 Approval of Unpaid Leave

The Superintendent or the Superintendent's designated representative shall grant all reasonable requests for leaves of absence without pay.

12.16.3 Length of Unpaid Leave

Leave(s) of absence without pay may be granted for any period not exceeding eighteen (18) months.

12.16.4 Length of Leave for Probationary Workers

Leave for a period not exceeding thirty (30) calendar days may be granted a probationary worker by a Division Head at the Division Head's discretion.

12.16.5 Right of Return from Leave

The granting of a leave of absence without pay gives to the worker the right to return to the worker's position at the expiration of the worker's leave of absence, provided that the worker is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the worker so assigned must be reassigned upon completion of the leave, if possible.

12.16.6 Request to Return Early

A worker may make a written request to the Office to return to work prior to the expiration date of the leave. The Office may approve or reject the request.

12.16.7 Cancellation of Leave

The Office may, for a good cause, cancel any leave of absence, except military leave, by giving the absent worker due notification. The worker may appeal the cancellation to the Personnel Commission that shall investigate and hear the appeal. The appeal by the worker will stay the cancellation directive until action by the Personnel Commission, which shall be final and binding.

12.16.8 Failure to Return from Leave

Failure to report for duty within five (5) working days after a leave other than a military leave has been canceled or expires, shall be considered abandonment of the position and the worker may be terminated. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause.

12.17 Exhaustion of All Leaves and Placement on the Reemployment List

When all paid and unpaid leaves of absence have been exhausted following an industrial accident, industrial illness, or personal illness and injury (sick leave), and the worker is still unable to assume the duties of the worker's position, the worker's name shall be placed on the reemployment list

for the class from which the worker was on leave, for a period not to exceed thirty-nine (39) months (See Appendix D).

A worker placed on the reemployment list who has been medically released for return to duty and who fails to accept two (2) appropriate assignments shall be dismissed and removed from the reemployment list. Appropriate assignment is defined as an assignment to the worker's former class, in the worker's former status and time basis, and in assignment areas in which the worker is available. Workers removed from such reemployment list under this rule may appeal the removal to the Personnel Commission.

12.18 Unpaid Leave for Union Business

Workers may request an unpaid leave of absence to work for the Union. The Office shall not unreasonably deny the request. Unpaid leave for Union business shall not exceed one (1) fiscal year.

Workers may request a paid leave of absence to serve as an elected officer of the Union, and the Office shall not unreasonably deny the request. During the leave, the worker shall earn PERS service credit and shall pay member contributions as required by Government Code Section 20603. The Union shall reimburse the Office for all compensation, including the Office's retirement fund contributions, paid to the worker during Union business leave. The terms and conditions of the leave shall be governed by Education Code Section 45210.

Article 13 – Transfers, Demotions, and Promotions

13.1 Definitions

13.1.1 Class or Classification

Any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in the class or classification.

13.1.2 Related Class

Any group of positions similar in duties, responsibilities, minimum qualifications, and with the same salary range and same basic tests of eligibility as another class within the unit.

13.1.3 Voluntary Transfer

Movement of a unit worker to another position in the same or related class at the same salary range.

13.1.4 Involuntary Transfer

Involuntary movement of a unit worker to another position in the same class at the same salary range. When there is a reduction in the number of positions at a worksite, transfers will happen on a voluntary basis or, if there are insufficient volunteers, by inverse order of seniority at the worksite.

13.1.5 Relocation

The physical relocation of unit worker(s) due to changing staffing levels, closing of facilities, opening of new facilities, and/or physical movement of a program site.

13.1.6 Position

Any regular location assignment, work, shift, etc.

13.1.7 Promotion

Movement of a worker from one job classification to another job classification at a higher salary range.

13.1.8 Demotion

Movement of a unit worker to a vacant position in a classification with a lower maximum salary range.

13.1.9 Transfer Webpage

The Office will post the list of vacant positions on the Office website.

13.2 Hiring Process

Unit workers, except bus drivers and SPHC Assistants may be transferred according to the procedure described in this Section. SPHC Assistants should refer to Section 25.1.5 for the transfer procedure applicable to them.

13.2.1 Request to Fill Vacant Position

Within fifteen (15) calendar days after a position is declared vacant, the hiring manager shall submit to the Director-Classified Personnel Services, a written request to fill the vacant position. In extraordinary circumstances where the request is not made within fifteen (15) days, the hiring manager will provide the reason for the delay to the Director-Classified Personnel Services and shall request and receive a written extension.

13.2.2 Posting of Vacant Position

Whenever a position is vacant, it will be announced on the Transfer Webpage for a minimum of seven (7) calendar days. The Transfer Webpage shall be updated on a weekly and/or ongoing basis. Each posting shall consist of the transfer classification, the transfer program, department and site, the hours and days for the vacant position, and the deadline by which a transfer request must be submitted to the Director-Classified Personnel Services.

13.2.3 First Consideration for Unit Worker

When filling a vacant position, the Office shall offer the opportunity to transfer to unit workers currently in the same or related classification as the vacant position. The worker requesting the transfer shall submit a Lateral Transfer Request Form as described in Section 13.2.4. The workers requesting lateral transfers shall be considered first. However, final selection may be made after consideration of workers requesting promotions, as well as outside applicants so that the most qualified worker is selected for the vacant position.

13.2.4 Application for Vacant Position

Before the final filing date, any unit worker may submit a Lateral Transfer Request Form to the Director-Classified Personnel Services.

13.2.5 Filling Vacant Positions

If an internal transfer is not selected for the position, the Hiring Manager may consider outside applicants in addition to unit workers applying for a promotion, a voluntary demotion or a transfer. The Hiring Manager shall select the applicant for the vacant position on the basis of qualifications and seniority.

13.2.6 Timely Recommendation to Fill Vacant Positions

Temporary assignments, limited term assignments, substitute assignments and temporary modified duty shall not be used to delay or prevent the filling of positions with permanent bargaining unit workers, including workers who wish to transfer. Within thirty (30) calendar days after receiving the certification of eligible candidates, the manager shall select a candidate and submit that recommendation to the Director-Classified Personnel Services. Failure to recommend a candidate within this timeline shall result in the automatic appointment of the most senior transfer candidate who wants the position or, if there are no transfer candidates, the first ranked eligible certified candidate. The Hiring Manager may request an extension of the thirty (30) calendar days, and in extraordinary circumstances, the Director-Classified Personnel Services may grant the requested extension. A copy of any request to extend and the Office's response shall be provided to the Union.

13.2.7 Transfer for Probationary Workers

If performance is satisfactory in the worker's current position, a probationary worker may be certified for transfer one time during their probationary period to a position in the same or related class, provided the transfer request results in:

- 13.2.7.1** an increase in fixed scheduled work time and/or workday; or
- 13.2.7.2** a different work location.

13.3 Voluntary Demotions

If a permanent worker meets the minimum qualifications and is selected by the hiring manager as described in Section 13.2.5, the worker's request shall be granted for a demotion to a vacant position in a class with a lower maximum salary rate.

13.3.1 Previously Held Class

Workers may request to voluntarily demote to a previously held class that has been revised through classification studies, provided it remains available.

13.4 Promotions

The Office will offer qualified workers promotional opportunities. However, final selection may be made after consideration of worker(s) requesting promotions, as well as outside applicants, so that the most qualified worker is selected for the position (See Section 13.2.5).

13.4.1 Permanent Workers

A permanent worker who has been promoted and is completing probation in the higher classification may apply, compete, and be certified by the Director-Classified Personnel Services for promotion to a classification at a higher salary range. According to the Personnel Commission's Rules and Procedures, permanent workers described in this Section shall receive seniority credit points and be considered a promotional candidate.

13.4.2 Subsequent Promotions of Permanent Workers

A permanent worker who has been promoted, is completing probation in a higher classification and during the promotional probation is again promoted to a second higher classification may apply, compete, and be certified by the Director-Classified Personnel Services for promotion to a third classification at a higher salary range. According to the Personnel Commission's Rules and Procedures, permanent workers described in this Section shall receive seniority credit points and be considered a promotional candidate.

13.4.3 Probationary Workers

If performance is satisfactory in the worker's current position, a probationary worker may be certified for promotion to a probationary position in a classification with a higher salary range.

According to the Personnel Commission's Rules, a probationary worker described in this Section shall not receive seniority credit points or be considered a promotional candidate. If a probationary worker is promoted to a higher classification, the probationary period in the worker's initial classification shall end and shall not count toward completion of the six-month probationary period in the higher classification or promotional position.

13.4.4 Qualifications for Promotion

Workers applying for a promotion must meet the qualifications required of the promotional classification. In determining whether a worker is qualified and selected for a promotion, the Director-Classified Personnel Services shall follow the Personnel Commission's Rules and Procedures.

13.4.5 Explanation of Promotional Denial

If a request for promotion is denied, the worker may request the rationale for the denial from the Director-Classified Personnel Services. Within ten (10) working days after the worker requests the explanation, the Director-Classified Personnel Services shall provide any explanation.

13.4.6 Appeal Rights

Permanent workers who are promoted shall serve a six-month (6) probation in the higher classification. If the permanent worker fails to satisfactorily complete the probationary period in the higher classification, the worker shall have the appeal rights described in Section 15.2.7.

13.5 Involuntary Transfers

An involuntary transfer shall not be made for arbitrary, capricious, or disciplinary reasons. An involuntary transfer shall only be made and implemented by the Office after a discussion with the unit worker to explore alternatives to an involuntary transfer. During non-work periods, the unit worker shall be notified fifteen (15) days in advance by certified mail with the discussion to occur on the first day of the worker's return to work. Except in emergency situations and non-work periods, no involuntary transfer shall take effect until at least ten (10) working days after the discussion.

Any transfer ordered by the Office over the objections of a unit worker may be made the subject of a grievance, but such transfer shall remain in effect while the grievance is pending. Any worker hired to fill the vacancy, however, shall be notified a grievance is pending and the possible consequences if the grievant prevails. In no case shall an involuntary transfer result in a change in pay range, fewer hours per day, or fewer days per year.

13.6 Information About Transfer Requests

The Office shall provide the Union copies of all transfer requests. In addition, each time a "Vacancy Status and Filled Report" is prepared for the Personnel Commissioners, the Director-Classified Personnel Services shall provide a copy to the Union. "Vacancy Status and Filled Report" shall include the following: the status of all vacancies in the classified service, the date the position was approved/vacated, posting date, promotional examination date, oral board interview date, and subsequent date(s) on which eligibles are requested. The report shall also show any extensions granted by the Director-Classified Personnel Services and the final date the vacancy is filled.

13.7 Impact of Transfer

13.7.1 Salary Rate

A voluntary or involuntary transfer shall not lower the unit worker's salary rate, anniversary date, accumulated illness leave, or accumulated vacation credit, or in any other manner reflect adversely upon the worker's rights.

13.7.2 Impact on Seniority

Transfers shall have the following impact on seniority for purposes of layoffs:

- Within the same class: None.
- From one class to another: The new unit worker shall not receive seniority credit in the new class for service in other classes, but seniority credit service in the new class shall accrue in both the new class and the old class as it would in a promotion, and the worker shall retain the credit as applicable to the worker's seniority.

13.8 Effects of Relocation

Relocation shall not be considered a transfer.

13.8.1 Affected Workers

Whenever possible, all affected unit workers shall be moved to the new location.

13.8.2 Right to transfer to Other Vacant Positions

When a new location is in excess of five (5) miles from the former location, unit workers who are affected shall be given the right to transfer to any vacant positions in the class or related classes for a period not to exceed three (3) months, excluding July and August, from the date of notification.

13.8.3 Bidding by Seniority

When a relocation must be to two (2) or more sites, including the current site, affected unit workers shall bid upon the relocation sites by seniority as specified in Article 23 and previous experience in the class.

13.9 Accommodation Under State and Federal Law

The Office and the Union acknowledge that the Americans with Disabilities Act (ADA) and other state and federal statutes require accommodation for unit members with protected mental and physical disabilities, that accommodations must be determined on an individual case-by-case basis, and that the Office has a legal obligation to meet with the unit member to discuss accommodations. At the request of the worker, a Union steward may attend any meeting at which accommodations and/or limitations created by the worker's disability are discussed. Prior to implementing any accommodation that violates this Agreement or modifies an Office practice, the Office shall give the Union notice and opportunity to negotiate about matters within the scope of representation.

Any accommodation provided to a bargaining unit worker as required by the ADA or other state and federal disability statutes shall not establish a past practice nor shall it be used as evidence of a past practice in any grievance/arbitration procedure.

13.10 Temporary Modified Duty Assignments

13.10.1 Request

At the worker's request, Assistant Superintendent-Personnel Services or designee and the Union shall meet to attempt to come to mutual agreement on a modified duty assignment for a temporarily disabled worker who does not qualify for accommodation under ADA/FEPA. There is no guarantee that a modified duty assignment can be found for any particular temporarily

disabled worker, because the arrangement shall be on a case-by-case basis. The Office shall not be required to create work, but it shall make a good faith effort to accommodate temporarily disabled workers.

13.10.2 Priority Rights

Workers on reemployment, transfer or promotion lists have priority rights to permanent vacant positions over workers requesting modified duty assignments.

13.10.3 Modified Duty in Vacant Positions

No modified duty assignment shall take precedence over the filling of vacant positions through the appropriate hiring procedures; however substitute work and work out of class and other temporary opening may be first offered to workers requesting modified duty assignments, subject to mutual agreement between the parties.

13.10.4 Factors to Consider for Temporary Accommodations

In attempting to reach a reasonable accommodation for a temporarily disabled worker, the Office and the Union shall take into consideration the following factors:

13.10.4.1 Inconvenience to Co-Workers

Such assignment shall cause minimal inconvenience to co-workers and minimal disruption to students and the educational program.

13.10.4.2 Demonstration of Qualifications

The disabled worker shall perform tasks consistent with the worker's job specifications or demonstrate through the normal procedures that the worker is qualified for any alternate assignment under consideration.

13.10.4.3 Temporarily Working Fewer Hours or Days

With agreement to waive Section 6.1.3 of this contract, such assignment might involve allowing the disabled worker to work fewer hours each day, as well as fewer days per week.

13.10.4.4 Extension of Temporary Redistribution of Work

The length of such temporary redistribution of work shall be known to the parties and may be extended at the worker's request, subject to confirmation of continued temporary disability from the worker's physician, chiropractor, or licensed medical practitioner.

13.10.4.5 Endangerment of Worker's Health or Safety

Temporary modified duty assignments agreed to by the parties must be approved by the worker's physician, chiropractor, or licensed medical practitioner to ensure that the agreed-upon work will not endanger the worker's health or safety or the health or safety of others.

13.10.5 Inability to Perform Temporary Position

If, after a period on the job, it is demonstrated that the worker is unable to develop the required skills, knowledge and abilities and/or cannot meet the physical requirements to handle the temporary position, the unit worker will be placed on sick leave or unpaid leave of absence and

the placement process begins again. At this point this Office will inform the worker of the worker's right to apply for SDI and/or Worker's Compensation and provide assistance if the worker chooses to apply.

13.10.6 Assignments to Positions for Which Worker is Qualified

Where reassignment or shortening of hours or work week is not an acceptable modified duty plan, the disabled worker may be offered temporary assignments in any position for which the worker is qualified and physically able to perform.

13.10.7 Retention of Rights and Benefits

A worker who accepts such temporary modified duty assignment shall retain all unit rights and benefits (prorated based on hours worked) as would normally accrue in the worker's permanent position except:

13.10.8 Temporary Assignments to Higher Classifications

If the temporary assignment is to a higher-paid class, the worker shall receive the higher pay in accordance with the work-out-of-classification provision in Section 7.11.1.

13.10.9 Temporary Assignment to Lower Classifications

If the temporary assignment is to a lower-paid classification, the worker shall be paid at the hourly rate in the range of the lower classification at the step which is closest to, but not higher than, the worker's regular pay rate.

13.10.10 Pay for Hours Worked

The worker shall be paid for the actual hours worked regardless of the worker's normally assigned permanent hours.

13.11 Pre-placement Physicals

Pre-placement physicals are not required for workers who transfer within the same classification, nor for workers who promote or demote within the immediate job family where the same physical examination is given for different levels (e.g., a worker promoting from Food Service Delivery Driver to Custodian), nor for workers who promote, demote or transfer into a classification previously held within the preceding twelve (12) months.

The Office will require workers to take a pre-placement physical to promote, transfer, or demote to a classification where pre-placement physicals are required and where the worker has not held such a classification within the preceding twelve (12) months.

13.12 Paraeducators, Special Education Transfer Bid Board Fall Vacancies (See Section 13.12.2)

13.12.1 Waiver of Article

All sections of Article 13 for Paraeducators-Special Education remain in effect except Article 13.2.

13.12.2 Transfer Bid Board Process

A transfer bid board process for all vacant Paraeducator, Special Education positions, as well as positions affected by the process, will take place in June or July for permanent employees in such Paraeducator positions. Unit members in Paraeducator, Special Education positions shall select

their assignment in seniority order. Remaining position openings shall be processed in accordance with 13.1.9.

Article 14 – Layoff and Related Procedures

14.1 Definition of Layoff

Layoff means a reduction in a unit worker's hours or days of work or the elimination of a unit worker's permanent position.

14.2 Reason for Layoff

Layoff shall occur only for lack of work or lack of funds.

14.3 Consideration of Layoff

The Office shall notify the Union of the anticipated need for layoffs prior to the mailing of layoff notices if possible. Upon request, the Union shall be afforded the opportunity to meet with the Office to discuss these matters and any proposed alternatives; however, agreement between the parties shall not be necessary in order for the Office to implement the layoff(s).

14.4 Notice of Layoff

Procedures for layoff notice and rights to a hearing, if applicable, are set forth in Education Code section 45117.

14.4.1 For workers who are entitled to request a hearing under Education Code section 45117, they must be notified no later than March 15 that their services will not be required for the following school year due to a lack of work or lack of funds. The notice shall inform each unit worker of the worker's bumping rights and displacement rights, if any, of reemployment rights, and the right to request a hearing within 7 calendar days after the date on which the notice is served upon the employee. The worker shall also be notified of their right to have a union representative assist the worker during the layoff process. A copy of this Article shall be included with each layoff notice.

14.4.2 When the Office provides a worker with notice of their displacement rights, if any, as required by Section 45117(a) of the Education Code, such notice shall contain a form which identifies a worker's displacement/bumping rights, if any, and provides the worker an opportunity to exercise said bumping rights. The worker shall have seven (7) calendar days to respond in writing as to whether the worker will exercise their bumping rights (subject to their potential opportunity to participate in a bid board process – set out in Article 14.7.3 – after the layoff process has been completed. If a worker does not exercise their displacement rights within that window of time, they will be subject to layoff.

14.5 Order of Layoff

Any layoff shall be effective within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the Office regardless of assignment. Assignment means hours/day or days/year. The unit worker in the affected class with the least seniority in that class plus any higher class shall be laid off first. However, before any unit worker is laid off, all temporary, extra help, or non-unit workers filling limited-term assignments within the affected classification will be released. If the Office chooses to have that work done, it shall be offered first to unit workers laid off from the classification under this Agreement.

14.6 Seniority for Layoff

Seniority for layoff shall be determined in accordance with Article 23.

14.7 Options for Workers With Layoff Notices

14.7.1 Retirement

Any unit worker eligible under the requirements of the state retirement system (PERS and/or STRS) may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such workers shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the Office for this purpose.

14.7.2 Bumping Rights

A worker serving in a position which is eliminated or reduced through layoff shall have the right to bump into any existing vacancy at equal or comparable assigned time in the worker's current classification provided that the vacant assignment shall not constitute an increase in assigned time, except: when no equal or comparable vacancy exists, a worker with a layoff notice shall have the right to first bump into a vacant position with an increase in assigned time if it is the only bumping opportunity for that senior worker.

In any case, if no equal or comparable vacancy exists, a worker with a layoff notice shall have the option to bump the least senior worker in the same class whose assignment most closely approximates the worker's own in hours/day and days/year. If the only bumping opportunity constitutes an increase in assigned time, the worker may bump that least senior worker.

When a worker's seniority does not exceed that of any other worker in the worker's classification, the laid-off worker shall have the right to bump into previously held classifications at equal or lower ranges in the same manner as prescribed above. Such workers shall claim their bumping rights through, as applicable, the process set out in Article 14.2.2 or the bidding process described below.

14.7.3 Bidding After Layoff Process For Subsequent School Year

After the layoff process set forth in Education Code section 45117 has been completed and final layoff notices have been issued, and prior to the commencement of the subsequent school year, the Office will provide workers who were impacted by the layoff process, the opportunity to participate in a bid board process. The bid board process will be limited to only those impacted by the layoff process; however, the parties recognize that a worker impacted by the layoff process may be able to bump into a different position than they initially elected as set out in Article 14.4.2. The bid board process will follow the process outlined below. The parties expressly agree and recognize that the Office will have the right to reassign/transfer workers impacted by others who are bumping into that worker's position following applicable CBA and Merit Rules (if not covered under the CBA) as part of staffing for the subsequent school year. Transfer notices to those workers will be provided in accordance with Article 13.

14.7.3.1 Bidding by Seniority

When more than one (1) worker is entitled to bump within a classification, a seniority bidding process shall be implemented. The bidding process will be completed by June 30 of that fiscal year. All affected workers with sufficient seniority to retain a position shall

be included and shall be provided with information necessary to bid. Workers shall be provided with release time to bid on positions and attend informational meetings or paid pursuant to Section 6.8 (Call Back Time) with four (4) hours pay.

14.7.3.2 Available Positions and Work Requirements

All available positions within the affected classifications will be made known to the worker, and if a bid board is used, shall be posted on the board. Positions will be identified by the Office as requiring bilingual and/or biliterate skills, Braille, or advanced signing and only those workers who have taken and passed the appropriate skills test through the Personnel Commission will be allowed to bid for those positions.

14.7.3.3 Worker Selection of Assignment

During the bidding, workers may voluntarily select positions which represent a decrease in assigned time although assignments more closely approximating their own are available.

Workers with sufficient seniority to be invited to the bid board may choose from available positions regardless of assignment pursuant to exceptions noted in Section 14.7.3. At the time of the bid board, workers involved in the process shall be able to add their names to the transfer list.

14.7.3.4 Worker Responsibility

It is the sole responsibility of the worker to be present at the designated time or to make arrangements for a proxy selection to be made during the bidding process. Workers shall be advised with sufficient notice of the time and date for the bid board selection by the Office. If a worker is not present at the designated time to bid and has not presented the Office with a proxy, a position will be designated for the worker with the most hours, not to exceed their previous hours worked in assignment except as noted in Section 14.7.3. If possible, the worker's current program and geographical location will also be considered when designating such assignments.

14.7.3.5 Worker Disagreement With Proxy Choice

The Office agrees to provide proxy forms for laid-off workers to use in the selection process. In the event a worker disagrees with the choice of assignment made by the worker's empowered representative or by the Office if no proxy is presented, the Office shall be held harmless in the disagreement.

14.7.3.6 Representatives and Time Limits at Bid Board

The Office agrees to have representatives from the Human Resources Branch and from the appropriate department available to answer questions and provide assistance during the bid board and any informational meetings. The Office will encourage representation by the Classified Personnel Services. There will be Union representation during all bid boards and informational meetings. Workers will be allowed ten (10) minutes each in which to make their final selection from the bid board. The Office will make reasonable accommodation for workers with physical or mental disabilities.

14.7.3.7 Lateral Transfer Salary Range

Workers facing layoff who accept a lateral transfer into another classification at the same range, shall receive the same step placement they have in their current classification.

14.7.3.8 Placement in Lower Range Classification

Workers who accept a classification at a lower range shall be placed on a pay step in accordance with Section 7.15.

14.7.4 Demotion or Transfer to a Vacancy in a Classification Never Held

At the time of the layoff or during re-employment rights the Office agrees to place laid-off workers into lower or equal range classifications in which they have never served if they are qualified to perform the duties of the new class. This is allowed after all workers with bumping or reemployment rights to these positions have exercised them. When two (2) or more laid-off workers request administrative placement under this provision, seniority shall prevail.

14.7.5 Promotional Opportunities

Such opportunities are not determined by the layoff or bid process, but will be determined through regular Merit System and contractual provisions. It is understood that promotions of qualified individuals could mitigate layoffs or bumping. Therefore, the parties urge the Personnel Commission to expedite all promotional procedures during the layoff process.

14.8 Reemployment Rights

Workers who are laid off will be placed on a thirty-nine (39) month reemployment list. Workers in this status will be offered reemployment within their classification, based on seniority, prior to any other candidates.

Workers who are not affected by the layoff and have made a written request to the Personnel Commission to transfer shall be given an opportunity for increased days/hours. A worker's name will remain on the list for thirty-nine (39) months, or until the worker is offered two (2) vacancies of equal hours/days in the laid-off class, whichever comes first. These two offers shall be in addition to the initial bidding offer(s). Workers' names will be placed on reemployment lists for all classifications in which they have served which are equal to or at lower ranges than the class from which they are being laid off.

14.8.1 Demotion or Reduction in Hours

Workers who accept demotions or reductions in hours/days in lieu of being laid off, shall be granted the same reemployment rights as laid-off persons. In addition, they shall have their reemployment list eligibility extended by twenty-four (24) months.

14.8.2 Return to Former Class

Such workers shall be, at their option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, except that they shall be ranked in accordance with their seniority on the reemployment list.

14.8.3 Promotional Rights

Workers on reemployment lists shall have the right to apply for promotional positions.

14.8.4 Notification of Reemployment Opening

14.8.4.1 Notice Process

Any unit worker who is laid off and is subsequently eligible for reemployment shall be notified in writing by the Office of an opening. Such notice shall be hand-delivered or sent by certified mail to the last address given to the Office by the unit worker, and a copy shall be sent to the Union by the Office, which shall completely relieve the Office of its notification responsibility. The notice may be sent simultaneously to all affected workers as determined by the Classified Personnel Services.

14.8.4.2 Temporary Removal From Reemployment List

The worker may be phoned with this offer simultaneous to the mailing of the letter. Workers may request, in writing, to be temporarily removed from the list; however, temporary removal from the list shall not increase the length of time a worker is entitled to be on the list.

14.8.5 Responsibility of the Worker to Notify the Office

A laid-off worker shall notify the Office of the worker's intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. If the unit worker accepts reemployment, the worker must report to work within fifteen (15) days following receipt of the reemployment notice.

14.8.6 Reemployment in Highest Class

Unit workers shall be re-employed in accordance with their class seniority.

14.8.7 Completely Laid-Off Worker – Substitute/Limited-Term Work

14.8.7.1 Substitute and Non-Permanent Assignment in Classification

It is the intent of the Office to offer to completely laid-off workers, by seniority, all substitute and non-permanent assignments within their classification in preference to other substitutes.

Work will be paid at the salary step at the time of layoff.

14.8.7.2 Substitute and Non-Permanent Assignment in Classes Never Held

The workers shall also be placed on all substitute lists for classifications in which they meet eligibility requirements as established by the Personnel Commission and shall receive non-permanent assignments for classifications for which they are qualified in preference to other substitutes. Workers will be paid pursuant to Section 7.14 of this Agreement.

14.9 Rights and Procedures for All Laid-Off Workers

14.9.1 Insurances

The Office shall provide medical and dental benefits for the two (2) months succeeding the month of layoff, provided that the worker continues to pay his/her contribution toward the cost of such premiums based on the worker's assignment immediately prior to being laid off. In addition, laid-

off workers may opt to purchase medical/dental coverage for sixteen (16) additional months at the Office's group insurance rate. This prepayment is due and payable to the Office at least fifteen (15) days prior to the first day of the added coverage. If the laid-off worker is permanently rehired within five (5) months, any monies the worker had prepaid for insurance premiums (i.e., vision, EAP) for the first two (2) months' benefits after layoff will be reimbursed by the Office. COBRA provides for other options for continuation of health and welfare benefits for family members of unit workers who separate from the Office.

14.9.2 Dental Benefits

Once all dental benefits expire, laid-off workers who return to employment will be covered with dental insurance for worker and dependent(s) at the seventy percent (70%) level. If there is no break in coverage for either worker, spouse or dependents, such worker, spouse or dependents will be covered at the same percent level they were receiving prior to layoff.

14.9.3 Social Security Exemption Un-Grandparenting

Workers who do not pay into Social Security (OASDI) at the time of their layoff and choose to withdraw their retirement funds from the Public Employees' Retirement System (PERS) following separation from the Office are required by the Social Security Administration to contribute to Social Security in addition to PERS should they, at any time, return to the employ of the Office.

14.9.4 Unemployment Insurance

The Office agrees not to protest any unemployment claims made by regular workers who are in true layoff status and do not possess sufficient seniority to entitle them to an available and suitable vacancy.

14.10 Improper Layoff

In the event that a final determination is made – and there are no further appeal rights available to a forum of competent jurisdiction – that the Office's layoff was not done in compliance with Education Code section 45117, the Office will follow that final determination. The provisions of Article 14 shall not be subject to the grievance procedure set out in Article 16. If Education Code section 45117 is amended/changed, the parties agree that either may request in writing to reopen Article 14 to specifically address the amendment's/change's impact on this Article.

14.11 Extended Absence

Reemployment rights in this Agreement also cover workers who have exhausted all available paid sick time, provided the worker presents a medical release to return to duty.

14.12 Full Rights

Workers who are laid off and are subsequently rehired within the thirty-nine (39) month reemployment period will have all rights and benefits restored to the level they were upon separation except as modified by Sections 14.9.2 and 14.9.3. The provisions of this Article shall constitute full agreement on layoff procedures and effects for the term of the contract.

14.13 Pre-placement Physicals

14.13.1 Required By Job Classification

Workers who are exercising legal or contractual rights pursuant to layoff shall be required by the Office to take a pre-placement physical prior to implementation of those rights if such workers

exercise bumping rights as a result of layoff into a classification where such physicals are required and where the worker has not held such a classification within the preceding twelve (12) months.

14.13.2 Recalled Within One (1) Year

Completely laid-off workers who are recalled from layoff within one (1) year of the effective date of layoff will not be required to take a pre-placement physical examination if the worker is recalled to the same classification from which the worker was laid off. The Office will require completely laid-off workers who have been on layoff status for more than one (1) year to take a pre-placement physical examination prior to assuming the job duties.

14.13.3 Reasonable Accommodation

The Office will attempt to make a reasonable accommodation for any worker who is found not to be physically qualified to resume the duties of the worker's formerly-held classification, whether the worker is entering the classification through bumping or re-employment.

14.14 Pay for Unused Sick Leave

See Section 12.1.19.

Article 15 – Disciplinary Actions

15.1 Probationary Workers

15.1.1 Notice of Action

The Director-Human Resources, or designee may recommend suspension with or without pay or demotion of any probationary worker by notifying the worker in writing. Notice must be served on the worker in person or by registered mail prior to the action becoming effective, except where circumstances require immediate action. The notice shall be included in the worker's personnel file and a copy sent to the Union and shall include:

- Statement of the nature of the action
- Effective date of the action
- Statement of facts upon which the discipline is to be based
- Statement advising the worker of the right to administrative review of such action and the right to Union representation

15.1.2 Probationary Workers – Right to Administrative Review

Probationary workers shall have the right to request and receive administrative review of any suspension or demotion taken during probation. Such review must be requested in writing by the worker or the worker's Union representative within ten (10) working days of the disciplinary action or it is waived. The request for review shall be made to the Assistant Superintendent-Personnel Services or designee who shall review the appeal and make a decision in writing within five (5) days of the appeal. The decision of the Assistant Superintendent-Personnel Services or designee shall be final.

15.1.3 Rights of Workers on Probationary Promotion

15.1.3.1 Involuntary Demotion

A worker who has permanent status in the classified service, and who has been promoted to a higher class, may be demoted involuntarily to the worker's former class. The worker shall be notified in writing of the action and the charges against the worker and shall have the same right of appeal as all permanent workers.

15.1.3.2 Rights of Appeal

A permanent worker who is suspended or dismissed or demoted to other than the worker's former class during a probationary period retains full rights of appeal.

15.1.3.3 Re-employment List During Probation

Should the work to which a probationary worker has been appointed prove temporary instead of permanent as certified, and should the worker be laid off without fault or delinquency on the worker's part before the worker's probationary period is completed, the worker's name shall be restored to the re-employment list and the time the worker has served shall be credited to the worker on the worker's probationary period.

15.2 Discipline Action for Permanent Workers

15.2.1 Progressive Steps

On handling disciplinary matters, progressive discipline may be utilized depending on the severity of the discipline or performance problems. Progressive steps may occur in the following order:

- Verbal Warning
- Written Reprimand
- Suspension
- Dismissal

Upon request, all written discipline, including warnings, shall be sent to the Union office.

15.2.2 Verbal Warning

In the event that a permanent worker's performance or conduct is unsatisfactory or needs improvement, a verbal warning shall be provided to the worker by the worker's immediate supervisor. The parties agree that to be most effective in bringing about a change in worker performance or conduct, verbal warnings should be given as close as possible to the time the immediate supervisor receives credible information concerning poor performance or misconduct. Prior to a meeting between the worker and the supervisor at which a verbal warning will be given, the worker shall be informed that the meeting may lead to discipline. Verbal warnings shall be documented in writing indicating a verbal warning was given with a copy provided to the worker within a reasonable period of time (normally not to exceed five work days), kept confidential and shall be used as part of progressive discipline, except where there is an imminent threat to person or property. The written confirmation of the verbal warning does not constitute a written reprimand and will only be placed in the worker's personnel file if attached to a subsequent written reprimand or evaluation as documentation.

15.2.3 Written Reprimand

In the event that a verbal warning does not bring about the directed improvement in a permanent worker's performance or conduct, a written reprimand shall be provided to the worker by the worker's immediate supervisor. The parties agree that to be most effective in bringing about a change in worker performance or conduct, written reprimands should be given as close as possible to the time the immediate supervisor receives credible information concerning continued poor performance or misconduct. Prior to a meeting between the worker and the supervisor, at which a written reprimand may be given, the worker shall be informed that the meeting may lead to discipline. Written reprimands shall document the worker's misconduct or poor performance and shall be given to the worker within a reasonable period of time following (normally not to exceed thirty (30) working days) the events giving rise to the discipline or the completion of the investigation, if any.

15.2.4 Notice of Action and Skelly Hearing

The Director-Human Resources, or designee may recommend suspension with or without pay, demotion, or discharge on permanent workers only for cause. Notice of the proposed action must be served on the worker in person or by registered mail and an administrative hearing held and decision rendered prior to the disciplinary action becoming effective, except, where there is an

imminent threat to person or property, action may be taken and the worker shall be compensated in accordance with Section 15.2.6 below. The notice shall be included in the worker's personnel file and a copy sent to the Union and shall include:

- Statement of the nature of the action.
- Effective date of the action.
- Statement of the cause thereof.
- Statement of facts upon which the action is to be based.
- Statement advising the worker of the right to appeal to the Personnel Commission of the final action of the employer and the right to representation.

15.2.4.1 Representation and Hearing

The permanent worker shall have the right to meet with the Assistant Superintendent-Personnel Services or designee, for the purpose of presenting the worker's position regarding the circumstances and events underlying the recommendation. The worker shall have the right to Union representation or one person who is not a Union representative at such a meeting. Upon written request by the worker or the worker's Union representative, within ten (10) days of receipt of notice, the worker or the worker's representative shall have the right to receive copies of all written documentation which may be used to substantiate the charges. The Office shall send such information, if requested, with a written notice of the agreed upon time and date of the administrative hearing, to the worker and the Union. The proceeding shall not be adversarial.

15.2.5 Use of Prior Discipline Removal of Verbal Warnings and Written Reprimands

No disciplinary action shall be taken for any cause which arose more than 2 years preceding the date of the filing of the notice of disciplinary action, unless:

- 15.2.5.1** The cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed those facts to the Office;
- 15.2.5.2** Where it involves serious misconduct; or
- 15.2.5.3** Criminal acts

15.2.6 Paid Status

Such worker shall remain in paid status until the worker receives the employer's decision in accordance with Section 15.2.5 above, or until the worker waives the worker's right to the Administrative Hearing.

15.2.7 Appeal – Permanent Worker

A permanent worker who has been suspended, demoted, or discharged may appeal to the Personnel Commission within fourteen (14) days after having been furnished with a copy of the written charges and the employer's decision by filing a written answer to such charges.

Appeal can be made only on the following grounds:

- That the procedure set forth in these rules has not been followed.

- That the action taken was solely because of affiliation, political or religious acts or opinions, race, color, sex, or marital status.
- That the action (including the level of discipline) was not taken in accordance with the facts.
- That the grounds for the action taken are without merit or are unfounded.

Article 16 – Grievance Procedure

16.1 Intent

The Office and the Union recognize early settlement of grievances is essential to sound worker-employer relations. The parties seek to establish a mutually satisfactory method of settlement of grievances of workers. The Union, or the aggrieved and/or the aggrieved's representative, is assured freedom from restraint, interference, coercion, discrimination, or reprisal.

16.2 Grievance Presentation

Unit workers shall have the right to present their own grievance or do so through a representative of the Union. If a grievant is represented by himself/herself, the Union retains the right to be present at any formal stage of the process as an observer. No grievance settlement may be made in violation of this contract, nor shall any settlement be made which affects the rights or conditions of other unit workers represented by the Union without notification to and consultation with the Union. No grievance may proceed to arbitration pursuant to Section 16.7.4 without the written consent of the Union.

16.3 Grievance Defined

A grievance is defined as an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

16.4 Day Defined

A "day" is any workday that the central administrative office of the Santa Clara County Office of Education is open for business.

16.5 Time Limits

Time limits may be extended or waived at any level only by written agreement of the parties involved at that level. If the Office fails to meet any of the time limits set forth in this Article, the grievance may proceed to the next level.

16.5.1 Meeting Schedules

The Office and/or the Union will request a rescheduling of meetings for which release time has been requested, only for reasons of unavoidable and unforeseen hardships.

16.5.2 Non-Witness Release Time

One (1) non-witness unit member is allowed to attend a grievance hearing or an unfair practice hearing upon the Union's request as specified in this Section. Reasonable amounts of release time will be granted to witness(es) and one (1) non-witness called by the Union.

16.6 Union Representative – Release Time

Union representatives employed and recognized by the Office (Officers and Stewards) shall assist workers in resolving grievances at the lowest possible administrative level. Union representatives shall have the right, upon the written request of the worker involved, to represent such worker in a review of the worker's personnel file. Union representatives and grievant(s) may prepare and present grievances during normal work time.

Swing and p.m. shift workers conducting Union business during the day shall be released from the following shift up to the number of hours spent conducting such Union business, including travel time, if any.

16.6.1 Granting of Release Time

The Office shall grant reasonable periods of release time, and the Union shall make a good faith effort to request release time at least twenty-four (24) hours in advance, if possible, or as much in advance as reasonably possible. Further, the Office agrees to make a good faith effort to grant reasonable amounts of release time even if requested with less than twenty-four (24) hours notice.

16.6.2 Worker Release Time

The Union and the Office will cooperate in good faith to schedule release time so as to minimize the disruption of services without infringing on the worker's rights to breaks, off-duty periods, and meal periods.

16.7 Steps in the Grievance Procedure

16.7.1 Informal Discussion and Review

Before filing a formal written grievance, an informal discussion between a worker (or group of workers) and the immediate supervisor/department head shall take place in order to resolve the issue. The informal discussion must take place within ten (10) working days of the occurrence of the events on which the grievance is based or within ten (10) working days after the worker's or the Union's first knowledge of those events. The supervisor shall respond orally or in writing within ten (10) working days of the informal discussion.

16.7.1.1 Initiation Discussion and Review

To initiate the grievance procedure at the informal level, the worker (or group of workers) or steward must tell the supervisor that the discussion is an informal grievance.

16.7.2 Level I Formal – Procedure

If the grievant remains dissatisfied following the informal discussion and review, the grievant may submit a written grievance within fifteen (15) working days after the supervisor's response to the informal grievance to the department head and/or designee.

The written request shall include a clear, complete statement of the complaint; the act or condition on which it is based; the contract section(s) allegedly violated; the remedy desired; the persons involved; and the name of the grievant's representative, if any.

The grievant shall submit the complaint directly to the department head and/or the department head's designee.

The department head and/or designated representative(s) may hold a conference within five (5) working days of receipt, unless there is mutual agreement that more time should be allowed.

The department head and/or the designee shall submit a written response to the grievant and the Union of the decision in the matter within five (5) working days after the conclusion of the conference, or ten (10) working days after receipt of the grievance.

16.7.3 Level II – Assistant Superintendent-Personnel Services

If the grievant remains dissatisfied following the decision at Level I, the worker may submit the grievance within ten (10) workdays after receipt of the decision from Level I, requesting a review from the Assistant Superintendent-Personnel Services and/or designee(s).

The written request shall include a clear, complete statement of the complaint; the act or condition on which it is based; the contract section(s) allegedly violated; the remedy desired; the persons involved; and the name of the grievant's representative, if any.

Assistant Superintendent-Personnel Services and/or designee may hold a conference with all interested parties on the complaint within five (5) workdays of receipt, unless there is mutual agreement that more time shall be allowed.

Assistant Superintendent-Personnel Services and/or designee shall submit a written response to the grievant and the Union of the decision in the matter within five (5) workdays after the conclusion of the conference, or ten (10) workdays after receipt of the grievance.

16.7.4 Level III – Binding Arbitration

If the grievance is not resolved satisfactorily at Level II, the Union, within ten (10) working days, may submit the grievance to arbitration.

16.7.4.1 Arbitrator Selection

The parties shall attempt to mutually agree upon an arbitrator within fifteen (15) working days after the Union gives notices that it is submitting the grievance to arbitration. If the two (2) parties fail to reach mutual agreement on an arbitrator within the fifteen (15) working days, the Union will submit a request – within fifteen (15) working days after giving notice that the grievance was being submitted to arbitration – to the State Mediation & Conciliation Service to provide a list of five (5) names of arbitrators who are experienced in public education in California. Each party will alternately strike from the list until only one (1) name remains. The order of striking will be determined by the year the grievance was filed; on odd numbered years, the Office will strike first, and on even numbered years, the Union will strike first. The Office shall reimburse 50% of the request fee to the Union within 30 working days of receiving the reimbursement request, which shall include the receipt – and confirmation of payment from – the State Mediation & Conciliation Service. The reimbursement request must be sent via email and either hand delivered or sent via overnight mail or some other mailing method where delivery can be tracked and must be to the attention of the Assistant Superintendent, Personnel Services.

16.7.4.2 Arbitrator Responsibilities

The arbitrator shall hold a hearing as soon as possible. Five (5) working days' notice will be given to all parties of the time and place of the hearing.

If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator. It shall be the first order of business at the hearing or may be presented by written motion and/or supporting briefs submitted by the parties before the hearing date. The arbitrator shall confer with the Office and Union representatives

and shall render a decision before proceeding to any other issue. If the grievance is found not to be arbitrable, no further proceeding shall take place.

The arbitrator shall render the worker's decision in writing and shall set forth the worker's findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law, or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any decision recommendations for reimbursement for financial loss of wages or fringe benefits, or other non-financial remedies as judged to be proper. The arbitrator shall submit to all parties the worker's findings and recommendations which shall be final and binding on both parties.

16.7.4.3 Arbitrator's Restrictions

Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, modifying, subtracting from, or adding to the provisions of this Agreement.

16.7.4.4 Fees and Expenses

The fees and expenses of the arbitrator shall be shared equally by the employer and the exclusive representative. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. If any grievance meeting or hearing shall be scheduled during the workday, any worker required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

16.7.4.5 Recording of Arbitration Hearing

Either party may request an individual to make a written record of the entire arbitration hearing. The cost of the services and expense of such individual shall be paid by the requesting party or shared by the parties upon mutual agreement.

16.7.4.6 Grievance Documents

All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants as designated in this Agreement.

16.8 General Provisions

16.8.1 Grievance Against Administrator Other Than Supervisor

A grievance involving an action by an administrator outside the department (i.e., leave requests, payroll errors, personnel matters) may be moved to Level II. The Union will send a copy of such grievance to the immediate supervisor of the aggrieved worker with copy to the Director- Human Resources. At the Union's request, the Director-Human Resources will determine the appropriate placement of the grievance. The grievance time limits shall be suspended until a decision is made by the Director for the appropriate placement of the grievance. If no decision is made, the Union may proceed to the next level after fifteen (15) working days from delivery of the grievance to

Level I. If the Union and the Director-Human Resources, or the worker's designee agree in writing, the grievance may be moved directly to arbitration.

16.8.2 Combining Grievances

Similar grievances may be combined if the parties agree.

16.8.3 Discussion of all Issues and Remedies

Irrespective of the defenses of timeliness and/or arbitrability, all issues and remedies shall be fully discussed and/or responded to at each level, prior to arbitration, without prejudice to those defenses.

16.8.4 Union's Right to File Grievance

To the extent provided by law, the Union may file grievances on its own behalf, on behalf of a particular worker or group(s) of workers without specifically identifying such worker or group(s) of workers.

Article 17 – Safety and Physical Examination

17.1 Compliance

The Office and unit workers shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulation adopted under state and federal law. Unit workers shall not be required to work under unsafe conditions as described in state laws, regulations, and local ordinances, or to perform tasks that endanger their health or safety.

No unit worker shall be discriminated against as a result of reporting any condition believed to be a violation of health, safety, or sanitation laws or regulations.

17.2 Safety Committee

One (1) worker from each unit selected by the Union and one (1) Union Field Representative shall sit on the Office-wide Safety Committee. The worker will be allowed reasonable release time to carry out the worker's obligations to this committee. The Office shall send to the Union all proposed agendas at least three (3) days before the meeting is to take place. Safety Committee minutes and materials shall be sent to the Union within fifteen (15) days after the meeting is completed.

17.3 Contagious Disease Notification

17.3.1 Medical Screening

Unit workers will be notified in writing as soon as possible after discovery by management that a student or other worker has contracted or is carrying a contagious disease at their site. Workers will be provided with medical screening at Office expense for all contagious diseases in the manner provided in Appendix C.

17.3.2 Precautions and Written Notification

Both parties agree that contagious diseases are a serious health concern faced by unit workers. The Office agrees that it will take every precaution possible to protect unit workers, including in-service education and written notification where legally permissible. Unit workers are strongly urged to follow protocol to protect themselves and others.

17.4 Computer Monitors

The following provisions shall apply to all computer monitors (CMs) used by workers of the Office. They include, but are not limited to, all mainframe terminals, word processing stations and microcomputers. All CMs purchased by the Office shall be ergonomically sound and shall meet all government safety standards.

17.4.1 Eye Exam Reminders

17.4.1.1 Reimbursement of Single Vision Lenses

Every three (3) years, the Office shall reimburse workers for the cost of single vision lenses and frames for use with CMs up to a maximum of \$100.00.

17.4.2 Respite from Screen

Every worker using a CM shall be required to take a fifteen (15) minute respite from the screen for every two (2) hours of continuous work on the CM to perform other assigned work within the job description or to observe normal lunch and/or break periods.

17.4.3 In-service Training

Once each year the Office shall offer an in-service training session for all staff whose assignment includes the use of CMs. Such training shall address the need for annual eye exams, monitoring of CMs equipment (e.g. checking for flickering, clarity of image, etc.) and general good safety practices.

17.4.4 Workstation Flexibility

The Office agrees that the maximum possible flexibility shall be designed into the workstation so that it can be adapted to the individual operator's CMs use.

17.4.4.1 Adjustable Chairs and Adjustable (Sit to Stand) Desks

Secretarial chairs that provide proper back support and are adjustable without tools by the operator and adjustable (sit to stand) desks shall be provided for current CM workstations – as of August 26, 2022 – at the Ridder Park location with the initial order being placed within 60 days of ratification of the parties' successor collective bargaining agreement with remaining Office sites to follow. Priority will be given to those with a doctor's note that substantiates the need for an adjustable (sit to stand) desk over those requesting such chairs and desks. The Office will notify the worker of the anticipated delivery date of the chair and/or adjustable (sit to stand) desk. The Office will make reasonable efforts so that future CM workstations shall have such chairs and desks.

17.4.4.2 Glare Screens

Glare screens shall be provided for CMs upon request of the operator.

17.4.5 Proper Care of Equipment

The Office shall ensure that all workers using CMs receive written instructions regarding proper care and use of the equipment and proper safety measures which should be taken by CM's operators.

17.5 Ventilation

It is the intent of the Office to provide adequate ventilation for all rooms in which machines requiring ventilation are used.

17.6 Physical Examinations

The Office may, with reasonable cause, require unit workers to have additional examination at no cost to the unit workers and with no loss of pay. For DMV related examinations (i.e., bus drivers) workers will be given the option of using their personal physician or the facilities established by the Office for these required physicals. Reimbursement for the use of personal physician shall be the actual cost, but not to exceed the same rate as established by the facilities used by the Office.

17.7 Tuberculosis Test

Every unit worker is required to undergo an examination to determine that the worker is free from active tuberculosis at least once every four (4) years after employment, within the provisions

of the Education Code. The Office shall maintain records on each unit worker to comply with this Section.

17.8 Assault/Self Defense

All workers in court and community schools shall be offered assault/self-defense training. Such training shall be provided at least once per school year. Participation in such training shall be on a voluntary basis.

Article 18 – Tuition Reimbursement

18.1 In-service Training Program

18.1.1 Improvement of Skills

The Office shall provide in-service training for unit workers designed to improve their skills. For all custodians, maintenance custodians and maintenance persons, such training shall occur four (4) times a year, and may include training on small motor repair, machine repair, electrical work, health and safety, data sheets and asbestos.

18.1.2 Union Request for List of Trainings

Upon request, the Office agrees to provide the Union a list of in-service trainings indicating the subject matters covered during in-services.

18.2 In-service Training Time

In-service training shall take place during regular work hours at no loss of pay or benefits to unit workers.

18.3 Cost of Training

The Office shall be responsible for the costs of required training, including fees, materials, and equipment.

18.4 Tuition Reimbursement Program

Permanent unit workers shall be eligible to apply for tuition reimbursement. Eligible workers are entitled to participate in the program provided:

- The worker is not receiving reimbursement from any other government agency or private source (this applies to reimbursement only).
- The training undertaken (1) enhances the education of the worker and is directly related to the worker's job, duties or occupational area, or (2) is part of a degree program.
- The application was filed with the Office and approved prior to the commencement of the course. Substitute courses may be approved when approved courses are found to be unavailable.
- There are sufficient funds available in the program and the worker's allocation.
- Applicants will be notified in writing of acceptance or rejection of an application within five (5) days after submission of an application.
- Workers shall be allowed release time to take a course not offered during their off-duty hours if it is a course suggested by management or approved by management as enhancing performance or increasing job-related knowledge.
- Workers who are enrolled in a program leading to a degree or to a credential and who must take a course which is offered only during the worker's duty hours and which does not qualify under Section 18.4 above may, with the approval of their supervisor, enter into an agreement allowing the worker time off to attend the course and an opportunity to make up that time. Such arrangements shall not interfere with the needs of the program or department.

18.5 Reimbursement

Total reimbursement for each worker participating in the program will be up to \$700 for the fiscal year:

The Office shall allocate \$22,000 per fiscal year for tuition reimbursement for SEIU represented workers. The disbursement of funds shall be on a first come first serve basis. Workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made and upon presentation of proof of prior approval and successful completion of the course(s). Any money left over at the end of the year shall be pooled and paid out to unit member(s) from the waiting list in order of submission for reimbursement.

18.6 Deduction Authorization

The worker shall sign a note which states that upon receipt of reimbursement the worker authorizes deduction of fifty percent (50%) of the amount of reimbursement if the worker leaves employment of the Office within one (1) year after satisfactorily completing the course. This provision does not apply to laid-off workers.

Article 19 – Contracting Out and Bargaining Unit Work

The Office agrees that it will not transfer work out of the bargaining unit or contract out work which has customarily and routinely been performed by unit workers in positions within the unit which will result in the layoff or reduction in hours and/or wages of unit workers.

Article 20 – Severability

20.1 Laws Rendering Contract Invalid

If, during the life of this contract, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the Office, which shall render invalid or restrain compliance with or enforcement of any provision of this contract, such provisions shall be immediately suspended and be of no effect hereunder, so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of part or a portion of this contract shall not invalidate any remaining portions that shall continue in full force and effect.

20.2 Negotiation of Replacement

In the event of suspension or invalidation of any Article or Section thereof, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section thereof.

Article 21 – No Strikes/No Lockouts

During the term of this contract, the Office agrees that it will not lock out unit workers, and the Union agrees that it will not engage in any strike, work stoppage, or slowdown.

Article 22 – Term of Contract

22.1 Additions or Changes

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

22.2 Term

The provisions of the Agreement are effective September 1, 2022. This Agreement shall remain in full force and effect to and including August 31, 2024, with no reopeners (except as provided for in this Agreement) and from year to year thereafter; provided, however, that either party may serve written notice and proposals on the other by the sunshine due date). Sunshine proposals will be submitted between January 1, 2024 and January 31, 2024, and of each extended year of this contract.

Article 23 – Seniority

23.1 Definition

For the purpose of all articles in this Agreement, for each bargaining unit, seniority shall be determined by the worker's date of hire in the classified service. In case of a tie, seniority shall be determined by original hire date, then by hours in paid status (for employees hired prior to January 1, 2016) and then by lot. The date of hire shall be the first paid day as a probationary worker in a permanent classified position (not including substitute status).

23.1.1 For those workers employed by the Office as of December 31, 2015, the relative order of seniority that existed as of that date for each classification covered by this Agreement shall be "frozen" on the basis of hours in paid status as it appears in the seniority list as of June 30, 2015.

23.1.2 In the event of a tie in seniority on the basis of date of hire, the tie will be broken by original hire date, then by hours of paid status with the Office, for those hired prior to July 1, 2015. In the event a tie in seniority remains after applying hours of paid status, if applicable, the tie will be broken by lot.

23.2 Seniority and Years of Service

For purpose of this Agreement, and for each bargaining unit, years of service shall be determined by each worker's date of hire in the classified service. A worker shall be considered to have completed a year of service if the worker completed at least seventy-five (75) percent of the days for the work year.

23.3 Certificated Time

Any bargaining unit member who serves as a certificated substitute, certificated long-term substitute or temporary teacher for the Office, and who returns to the prior classified position within thirty-nine (39) months of the certificated service, shall be credited with the same seniority hours that the worker would have earned had the worker remained in the classification held by the worker prior to the certificated service.

23.4 Seniority Roster

The Office shall maintain an updated seniority roster indicating workers' class, seniority and hire date. In addition, such rosters shall be available to the Union at any time upon demand.

23.5 Seniority Errors

Workers shall notify the Payroll Department of possible seniority errors immediately and shall receive a written confirmation of the correction or an explanation of the discrepancy. Copies shall be furnished to the Union.

The Office and the Union agree that once any necessary bidding process begins, no further corrections will be made to the seniority list.

After the bidding process, any error in seniority calculation found to have affected a worker's options or layoff status adversely will be mutually reviewed by the Office and the Union for timely resolution.

Article 24 – Working Conditions – Bus Drivers

24.1 School Bus Driver Certificate

24.1.1 Medical Certificate

A school bus driver must possess a current (dated within the past two (2) years) medical certificate. School bus drivers must pass a physical examination every two (2) years which is given by a physician licensed to practice medicine. Workers will be given the option of using their personal physician or the facilities established by the Office. Reimbursement for the use of a personal physician shall be the actual cost, but shall not exceed the same rate as established by the facilities now used by the Office.

The report of the examination shall be placed in a sealed envelope in the appropriate file at the written request of the worker. The form for written request shall be available at the same time the report form is available. The envelope may only be opened by the Supervisor of Transportation after the worker has been informed.

24.1.2 License Renewal and Reimbursement

The Office agrees to reimburse all bus drivers for the actual cost of the fee charged by the California Highway Patrol for renewal of their California Special Driver Certificate and the additional Department of Motor Vehicle fees above the standard Class “C” (3) license fees.

The Office will provide classes for bus driver license renewal. If such classes are held outside normal work hours, drivers will be compensated at the overtime rate where applicable. The Office will provide materials to assist in the training sessions. Such classes and materials will be paid for by the Office.

24.1.3 In-service Training and Compensation

In-service training, which is under direct control of the Office, shall be scheduled, where possible, during the regular work year, on workdays. The Office agrees to compensate bus drivers who are required to attend classes outside normal working hours for license renewal and required in-services subject to the approval of the Transportation Department Director or designee. Such compensation shall be at the driver’s regular rate of pay plus overtime, if applicable.

The Office shall provide training classes in preparation for the CHP and first-aid exam.

24.1.4 Suspension of School Bus Driver Certificate and/or Driver’s License

A worker whose Bus Driver Certificate and/or driver’s license has been suspended by the CHP (or DMV, as appropriate) shall:

- Upon written request (within the designated time period) for a CHP (DMV) hearing, the driver may be allowed to continue driving until a hearing is conducted and the final decision has been rendered by the Certificate Action Review Board. It is understood that the CHP (DMV) does not stay an action when they have reasonable cause to believe such stay would pose a significant risk to the safety of pupils being transported in a school bus.
- Upon receipt of the rendered final decision, should the decision not be in favor of the bus driver, the worker shall have the following options:
- At the worker’s request, the Director-Human Resources or designee and the Union shall meet to attempt to come to a mutual agreement on a temporary job assignment. There

is no guarantee that the temporary job assignment can be found for a particular worker, because the arrangement shall be on a case-by-case basis. The Office shall not be required to create work, but it shall make a good faith effort to accommodate the worker.

- Have the right to take an unpaid leave of absence for up to one hundred-twenty (120) days during the suspension.
- The Union shall be provided copies of suspension notices.

24.1.5 Revocation of School Bus Driver Certificate and/or Driver's License

A bus driver whose bus driver certificate and/or driver's license has been revoked due to personal illness or injury shall have the right, after all paid leaves have been exhausted, to take an unpaid leave of absence for up to one hundred-twenty (120) days.

If, after one hundred-twenty (120) days, the worker is unable to furnish proof that the certificate or license has been reinstated, the worker shall immediately be placed on a thirty-nine (39) month reemployment list and shall have the right to return to service, in accordance with the worker's seniority, upon furnishing proof that the certificate or license has been reinstated.

24.2 Non-Driving Time

All bus drivers shall be paid for non-driving time as follows:

- Warm-up Inspection 15 minutes
- Gas-up 10 minutes
- Clean-up 20 minutes

Clean-up shall include the following activities, as necessary and as time permits: (listed in priority order) cleaning windows inside and out, sweeping the floor, straightening safety belts, and wiping upholstery. The Office will provide all necessary cleaning equipment (e.g., squeegee, broom, window cleaner, etc.).

24.3 Procedures Affecting Transportation of Students with Communicable Diseases

When the Office becomes aware that a student has a communicable disease as defined in Appendix C, except as prohibited by law, the Office will notify affected workers, including bus drivers assigned to transport the student, in accordance with Section 17.3 of this Agreement.

The Office agrees to consult immediately with the affected bus driver(s) and their Union representative to determine, on a case-by-case basis, the appropriate procedures for cleaning the school bus in accordance with recommendations of a Public Health Nurse or Office-employed School Nurse.

The cleanup procedure agreed upon shall be performed on paid work time during the bus driver's regular workday. Where necessary the route will be shortened or overtime will be paid. The Office agrees to provide any cleaning agents and supplies recommended by the Public Health Nurse or Office-employed School Nurse.

24.4 Student Emergency Procedures

24.4.1 Student Emergency Information

Emergency information concerning children transported by Special Education will be provided to each driver.

24.4.2 Inability to Deliver Student at Home

When a responsible person is not at home to receive a student at a designated time, the driver shall make contact with the Transportation Office to request assistance. Drivers shall continue on their route, dropping off other students. Prior to leaving the route area (defined as any area within a three (3) mile radius of the child's residence), drivers shall again make contact with the Transportation Office and receive instructions regarding student delivery. Transportation will recommend the following:

- Reattempt delivery at the regular designated drop address;
- Drop child off at the emergency listing;
- Return the child to the school site; or
- The Transportation Department or site administrator will contact the local police jurisdiction for delivery to a children's shelter.

24.5 Bus Servicing

24.5.1 Worker Request for Repair Order

When a bus is serviced, the driver may request a copy of the work repair order. Such work orders shall include the following information: date of servicing, name of mechanic who performed the work, and work completed.

24.5.2 Bus Service Notice

For any servicing (other than emergency), twenty-four (24) hour notice shall be given to the driver.

24.6 Fueling of Buses

The Office will determine the appropriate place(s) for refueling of buses. When bus drivers use commercial gas stations, they shall fill their vehicles from self-serve pumps only. The Office shall provide such drivers with disposable gloves upon request.

24.7 Buses

After three (3) years of permanent status, a driver shall be eligible to be on a seniority list for assignment of a new bus. After assignment to a new bus, a driver shall not be eligible to be on the list for three (3) years. When returned to the list, the driver's name shall be placed in seniority order. Workers who are assigned new buses based on the needs of students shall remain on the list in seniority order until they are able to exercise their rights under this provision.

All buses will be offered to drivers by seniority with adjustments to occur four (4) times a year (August, December, April and June), provided that, in making such adjustments by seniority, the needs of the students are met by the Office. Upon completion of adjustments, the master list shall be posted and a copy given to the Assistant Division Head Steward (Transportation).

24.8 Ramp Buses

Ramp buses shall be assigned with the right to refuse by seniority, except for drivers hired after January 1, 2001.

24.9 Damaged Protective Gear – Ramp Bus Drivers

The Office shall reimburse ramp bus drivers a maximum of fifty dollars (\$50) or the actual value at the time of damage, whichever is less, for the following articles of clothing specifically purchased to protect ramp bus drivers from injury or exposure to inclement weather during performance of their duties: gloves, rain slicker, waterproof boots. To receive reimbursement, workers shall provide proof of the original purchase price of the item and shall provide a written statement explaining how the damage occurred. Reimbursement shall not be provided for normal wear and tear on articles as they are routinely used throughout the course of ramp bus operations.

24.10 Seniority (See Article 23 for definition)

24.11 Proximity

A worker shall be considered to “have proximity” when bidding on a run if any point in the run is near enough to the worker’s home or where the bus is housed, so as to make it inconsequential to the Office to deny that worker seniority rights.

In no case shall a worker be considered to not “have proximity” if any point in the run is five (5) miles or less from the home or from the headquarters, as appropriate.

24.12 Work Calendar and Route Assignments

24.12.1 Adjustment of Routes

Workers shall be assigned a work calendar and given a route assignment at the beginning of the school year. During the school year, routes may be adjusted when operational needs arise, (i.e. child moves, school closes, etc.). The parties agree to meet to avoid involuntary displacement from a work calendar. It is understood that work calendars may not be tied to the students assigned to a driver’s particular route.

24.13 Housing of Buses

During regular workdays and extended work year, drivers shall be allowed to take their buses home overnight and at midday, provided they live in Santa Clara County. They shall be compensated on a portal-to-portal basis, during which time they are actually operating the bus. Pay will be based on established runs with the understanding that consideration will be given to absentees, overtime and additional work in fulfilling the driver’s daily-established run. The bus shall not be used for personal business. Drivers shall be assigned routes closest to their homes. In the case where more than one (1) driver lives in the same area, seniority will prevail.

For bus drivers living outside of Santa Clara County, their buses shall be housed at a facility that is closest to the beginning of their route.

24.14 New or Vacated Permanent Bus Driver Routes

Posted to all bus drivers whenever a transportation bus run is vacated or newly established during the school year, the bus run shall be posted on a clearly designated bulletin board for five (5) working days to all drivers. Such postings shall describe the bus run in detail as to length of run

in time and as to working conditions information. The position shall be posted beginning 5:00 A.M. on Monday and be taken down after 5:00 P.M. on Friday, or where this is not possible, for any five (5) working days between the same hours.

24.14.1 Posting of Schedules

The current hours, routes, runs, schedule, overtime, and current seniority roster shall be posted at all times.

24.14.2 Elimination or Route

If a worker's route is eliminated, the driver(s) shall, by seniority, then proximity be given the choice of any available new or vacant routes. If no route is available, the senior worker shall have the right to displace the worker with the least seniority (Article 23) and the same equipment as the senior worker who lost the route.

24.15 Extra Work and Additional Days

Extra work shall be defined as additional day(s) which are not a part of the worker's regular assigned school year calendar. Workers who are on vacation, medical or industrial leave are excluded from being offered extra work.

24.15.1 Compensation

All extra work is paid at a straight-time rate of compensation, unless different rates are provided elsewhere in this agreement (i.e., holiday pay or overtime pay).

24.15.2 Extra Work Assignment

It is understood that all extra work shall be offered and assigned as follows:

- To workers who need to satisfy guaranteed work year calendar days
- By Article 23 Seniority
- Using lay-off seniority, within classification, to completely laid-off workers who are on the thirty-nine month reemployment list for the class of work available
- Using lay-off seniority, within classification, to workers in laid-off status who suffered a reduction of workdays and/or work hours and who are on the thirty-nine (39) month reemployment list for the class of work available

24.15.3 Contracting Out for Extra Work or Additional Work

If there are not enough workers accepting the Office's offer for Extra Work, or Additional Work, the Office reserves the right to contract it out. This Section shall only apply as needed, under emergency situations and shall not be interpreted to mean that any other contracting out may occur or become permanent.

24.15.4 Additional Work

Additional work shall be defined as any work within a bus driver or lead bus driver classification which does not interfere with that driver's regular daily assignment.

24.15.4.1 Examples of Work

Examples of such work are midday work, work made available due to an absent bus driver and field trips. Field trips exclude regularly scheduled IEP/therapy trips.

24.15.4.2 Posting of Field Trip

Field trip work shall be posted for at least five (5) working days and drivers who wish this work shall notify the assignment desk by noon at least two (2) days in advance of the field trip.

24.15.4.3 Offer of Field Trip Work

Field trip work shall be offered first by seniority at the site two (2) days in advance of the field trip.

24.15.4.4 Offer of Additional Work

It is understood that all additional work shall be offered as follows:

- To drivers who must have additional time added to their regular shift to satisfy their seven (7) hour guarantee.
- By Article 23 Seniority (the classification of bus driver and lead bus driver shall be merged into one (1) seniority list), proximity and availability.
- All additional work, when combined with a driver's eight (8) hour shift, will be paid at the overtime rate of compensation.
- In cases where Transportation has been given less than one (1) hour notice to get coverage to replace an absent driver, this may be considered an emergency.
- The Office may bypass bus drivers who called in that morning to say they are available. In such cases only, the Office shall offer such work by Article 23 Seniority, to available drivers at the Transportation facility.

24.15.5 Extended Year Defined

Extended Year is that time beyond the end of the regular school year calendar.

24.15.5.1 Offer of Work During the Extended Year

As soon as the full extent of the work for the Extended Year is known, it shall be offered to bus drivers by seniority and proximity.

24.16 Substance Abuse and Federally mandated Drug Testing

24.16.1 Effective January 1, 1996, school bus drivers and any other workers required to have a commercial vehicle driver's license shall be subject to pre-employment, random, reasonable suspicion or post-accident drug testing as required by the Federal Department of Transportation Regulations. The Office shall restrict this testing to workers required to be tested by federal law and shall restrict testing to those substances for which testing is required. The Office shall comply with all requirements of federal law and regulation and with Administrative Regulation 4112.41 in conducting this testing. Workers who are subject to this federally mandated drug testing shall be given a copy of the Office's Administrative Regulation regarding this testing.

24.16.2 The Santa Clara County Office of Education maintains a drug and alcohol free workplace, and the Union and the Office both feel very strongly that a drug and alcohol free environment must be maintained. All workers are encouraged to utilize a counseling program for chemical dependency when necessary. A worker who tests positive under the federally-mandated drug

testing, who is not dismissed, may have one (1) opportunity to take a leave of absence and use personal sick leave or extended sick leave for the purpose of entering a rehabilitation program. Other workers may also request a leave of absence and use sick leave for this purpose.

- 24.16.3** Drug testing procedures will be contained in Administrative Regulations in order to provide flexibility in implementing the federal mandate. Either party may request to meet and confer about a change in the procedures. The Union or the Office may bargain issues relating to the Drug and Alcohol Testing for Safety-Sensitive Personnel in future contracts.

Article 25 – Working Conditions – Specialized Physical Health Care Assistants

25.1 Specialized Physical Health Care (SPHC) Assistants

25.1.1 Application

This Section shall apply to Specialized Physical Health Care (SPHC) Assistants.

25.1.2 SPHC Training

A SPHC Assistant shall receive and successfully pass the appropriate SPHC training specified in the job description within six (6) months of assuming the duties for the position. To the extent that required in-services, training sessions and monthly re-certifications are not offered during the SPHC Assistant's regularly assigned work hours, the SPHC Assistant will be paid his/her regular hourly rate of pay.

25.1.3 CPR Certification

SPHC Assistants must possess a valid CPR certification. SPHC Assistants shall be responsible for obtaining their CPR certification and submitting such certification to Human Resources. The Office agrees to notify SPHC Assistants at least two (2) months prior to the expiration date of their CPR certification and provide a list of scheduled CPR re-certification dates. SPHC Assistants will be allowed to take Office-provided CPR re-certification at no cost to the worker to the extent that classes are available and scheduling is possible. If the SPHC Assistant is unable or chooses not to attend the Office-provided CPR re-certification, the worker must be re-certified by either the American Red Cross or the American Heart Association at the worker's own expense. SPHC Assistants who do not submit proof of valid certification shall be placed on unpaid leave for up to thirty (30) days or until such certification is submitted, whichever comes first.

25.1.4 Hours and Assignment

With the exception of SPHC Assistant positions in preschool settings, SPHC positions shall be assigned a five (5) day weekly average of six (6) hours per day, including any non-permanent assignment as may be provided in the paragraph below. SPHC Assistant positions assigned to preschool classrooms shall be a five (5) day weekly average of four (4) hours per day, including any non-permanent assignment as may be provided in the paragraph below.

When the SPHC needs of a student necessitate an SPHC Assistant to work a regular schedule beyond six (6) hours per day or four (4) hours per day for preschool positions and less than or equal to eight (8) hours per day, that SPHC Assistant shall have his/her work schedule temporarily lengthened and compensated as a non-permanent assignment. For the purposes of this Section, hours worked during the non-permanent assignment shall be included for the prorated benefits calculation. The non-permanent assignment shall be terminated when the SPHC needs of a student no longer necessitate the lengthened work schedule.

If the student is absent for any reason, but still enrolled in the program, the SPHC Assistant shall report for work as regularly scheduled and shall retain his/her current position with his/her assigned student; provided, however, the SPHC Assistant may be assigned to substitute in another classroom within the cluster. If the student transfers to another site within the Office, the SPHC

Assistant will be allowed to transfer to the new site or use the provisions of Article 13 to transfer, demote, or promote.

25.1.5 Discontinue of SPHC Services

Whenever an SPHC Assistant does not have an assigned student, the worker shall be reassigned to an existing SPHC Assistant position vacancy, unless (1) the Office determines that the reassignment would not be appropriate due to the needs of the student, in which case the Office agrees to notify the Union and to meet within 24 hours of the notification and upon request of the Union to discuss the reasons for the determination and whether alternatives exist, or (2) the worker exercises a one-time option to not take a reassignment. Should the SPHC Assistant exercise the one-time option to not take a reassignment, the SPHC Assistant must accept the next available reassignment opportunity, that is determined to be appropriate by the Office, or be deemed to have voluntarily demoted in lieu of layoff to a vacant Paraeducator, Special Education position. SPHC Assistants who have voluntarily demoted in lieu of layoff as provided in Section 14.8 shall have reassignment priority over SPHC Assistants who do not have an assigned student, irrespective of seniority.

25.1.5.1 An SPHC Assistant without an assigned student will always have priority to be reassigned to an SPHC Assistant position that becomes vacant. If an SPHC Assistant position becomes vacant, and there is no SPHC Assistant without an assigned student, the Office will notify all SPHC Assistants by email of the opportunity to request a transfer. SPHC Assistants shall have three (3) business days in which to notify their Principal of their interest in the transfer opportunity.

25.1.5.1.1 If more than one SPHC Assistant requests to transfer, the most senior SPHC Assistant shall receive the assignment, unless the Office determines that the reassignment would not be appropriate due to the needs of the student, in which case the most senior SPHC Assistant who could appropriately serve the needs of the student will be assigned. The Office agrees to notify the Union when a reassignment would not be appropriate due to the needs of the student and to meet within 24 hours of the notification and upon request of the Union to discuss the reasons for the determination and whether alternatives exist.

25.1.5.1.2 The parties agree that this section 25.1.5 shall be the exclusive means of transfer for SPHC Assistants and that Sections 13.2.2, 13.2.3, 13.2.4, 13.2.5, 13.2.6, 13.2.7, 13.5, and 13.6 shall not apply to SPHC Assistants except for those workers transferring out of an SPHC Assistant position.

25.1.5.2 An SPHC Assistant without an assigned student shall be transferred to replace a limited-term/substitute worker in any nonpermanent SPHC assignment of more than two weeks.

25.1.5.3 If no SPHC Assistant position vacancy exists and no nonpermanent assignments are available, the SPHC Assistant without an assigned student shall be assigned other SPHC or Paraeducator, Special Education duties at the SPHC Assistant rate of pay until the end of the school year or until a vacancy becomes available in a SPHC Assistant position. SPHC Assistants who ended the school year without an assigned student will have the right to select from vacant SPHC Assistant positions at the beginning of the school year in seniority order, unless the Office determines that any reassignment would not be appropriate due to the needs of the student

and to meet within 24 hours of the notification and upon request of the Union to discuss the reasons for the determination and whether alternatives exist.

25.1.5.4 Involuntary Transfers

An involuntary transfer shall not be made for arbitrary or capricious reasons. Ordinarily, an involuntary transfer will only be made and implemented by the Office after a discussion with the unit worker to explore alternatives to an involuntary transfer. During days when school is not in session, the unit worker shall be notified five (5) working days in advance by certified mail with the discussion to occur on the first day of the worker's return to work. Except in emergency situations and non-work periods, no involuntary transfer shall take effect until at least the second (2nd) working day after the discussion.

Any transfer ordered by the Office over the objections of a unit worker may be made the subject of a grievance, but such transfer shall remain in effect while the grievance is pending. Any worker hired to fill the vacancy, however, shall be notified a grievance is pending and the possible consequences if the grievant prevails. In no case shall an involuntary transfer result in a change in pay range, fewer hours per day, or fewer days per year.

25.1.6 Backup SPHC Assistants

Paraeducator, Special Education workers who serve as backups to regular SPHC Assistants shall be entitled to be paid a differential of fifteen percent (15%) for all hours actually worked in the absence of the SPHC Assistant upon approval of the site principal.

To qualify for the differential, the Paraeducator must possess a valid CPR certification and must work for one (1) hour or more during any given workday; except that backups shall be paid at the differential rate for any increment of time spent in SPHC training, retraining and monthly recertification.

It is the intent of the Office that the backup Paraeducators shall be offered SPHC work in the absence of the regular SPHC Assistant prior to any other worker. No worker shall be involuntarily required to be a backup to a SPHC Assistant.

Article 26 – Working Conditions – Occupational and Physical Therapists (OT and PT) Including Occupational Therapist I, Occupational Therapist II, Occupational Therapist - Early Learning Intervention, Physical Therapist.

26.1 Range

Range at 52 for Occupational Therapist I and Range 56 for Occupational Therapist II, Occupational Therapist Early Learning Intervention and Physical Therapist based on a 217-day work year.

26.2 Exempt Workers

OT and PT unit members will be considered exempt employees with a professional workday. In the event the Office develops an after school OT and PT clinic, the Office agrees to meet and confer concerning stipend/compensation for such work. For the purpose of calculating a unit member's hourly per diem rate and use of sick leave/vacation the Office shall use 8 hours as the number of hours worked per day for full-time unit members. The OT and PT unit members will be expected to be on campus when Office students are present.

As exempt employees, OTs and PTs will not be required to submit a sign-in sheet.

When the exempt OT or PT unit member will not be available when their students are on campus, due to a late arrival or early departure, the OT or PT will notify their supervisor.

Occupational Therapists and Physical Therapists will be paid "extra time" for any extra assignments outside of their regular workload, including but not limited to providing compensatory services, assessments for students not at their assigned sites, and providing services to students on home/hospital instruction. Occupational Therapists and Physical Therapists will not be required to attend IFSPs and IEPs that go beyond their 8- hr workday.

The following sections of the agreement will not apply to OT and PT unit members:

- 6.1 and all its subsections
- 6.3 and all its subsections
- 6.4 and all its subsections
- 6.7 Minimum Call In
- 6.8 Call-Back Time
- 6.9 Increase in Assigned Time
- 6.10 Decrease in Assigned Time
- 7.17 Shift Differentials and all its subsections
- 12.1.9 Paid Leave for Medical/Dental Appointments

26.3 Certifications

Effective September 1, 2022, OT and PT unit members will receive One Thousand Six-Hundred and Fifty Dollars (\$1,650) for the first approved valid certification relevant to OT and PT positions and Eight Hundred and Twenty-Five Dollars per year (\$825) for each subsequent approved valid certification relevant to their positions.

The annual stipend will be payable in twelve (12) monthly increments.

Such certifications must be approved by the Director-Special Education.

Pre-approved certifications include the following:

- Neuro Developmental Training
- Sensory Integration Certification
- Board Certified in Pediatrics
- Certification in Feeding, Eating and Swallowing
- ATACP (Assistive Technology Applications Certificate Program) through California State University Northridge
- Assistive Technology Professional (ATP) certification from the Rehabilitation Engineering and Assistive Technology Society of North America (RESNA)

OT and PT unit members may seek approval from the Director of Special Education for other certifications offered or recognized by the California Board of Occupational Therapy, the National Board for Certification in Occupational Therapy, Inc., the Physical Therapy Board of California, or the American Physical Therapy Association, Inc. The Director of Special Education will determine in consultation with the Human Resources Division Head whether such certification is relevant to the OT or PT unit member's current position before approving the certification stipend.

26.4 Leaves

OT and PT unit members' requests for leaves of absence shall be granted consistent with Article 12 and shall not be unreasonably denied. OTs and PTs right to return back to their current position, if any, will be governed by Article 12 and the specific leave of absence for which they were approved. The Office shall make every reasonable effort to return a unit member returning from leave to their previously held assignment when practicable.

26.5 Stipends

Effective September 1, 2022, OT and PT unit members will receive \$2,400 (Two Thousand Four Hundred Dollars) a year for OT, PT, physical science, or education-related master's degree. In the case of an OT and PT unit member who has a doctorate degree but without a master's degree, such unit member will receive a stipend of \$2,400 (Two Thousand Four Hundred Dollars) per year.

Effective September 1, 2022, OT and PT unit members who have a doctorate degree in the OT or PT field of study in addition to a master's degree will receive a stipend of \$350 (Three Hundred and Fifty Dollars) per year.

The Office will provide notice to SEIU of the date the retroactive payment will be made to eligible unit members. To be eligible to receive the retroactive payment, the unit member must be employed on the date the payment is made.

The annual stipend will be payable in twelve (12) monthly increments.

26.5.1 Stipend for Lead Therapists

The Office will designate a Lead OT and a Lead PT employed by the Office and who is elected as such by a majority of the respective Occupational and Physical therapists to work with their respective managers to assist in facilitating meetings and coordinating workloads. The Lead OT Therapist will receive an annual stipend of Three Thousand, Five Hundred Dollars (\$3,500.00). The Lead PT will receive an annual stipend of Seven Hundred and Fifty Dollar (\$750.00). The Office proposes the stipend increase or implementation, respectively, be effective September 1, 2022.

The annual stipend will be payable in twelve (12) monthly increments. The Lead OT and Lead PT may serve as the Lead for a term consisting of 2 fiscal years and may not serve two (2) consecutive terms. The OTs and PTs respectively shall hold a secret ballot election to determine the next Lead, in April of even numbered years, or anytime the position is vacant. Following the election, the current Lead and/or the Union will inform the Assistant Superintendent-Personnel Services about which therapists were selected to serve as the Leads. If a worker moves into a Lead OT or PT role mid-year, their stipend will be prorated.

26.6 Workloads for Occupational Therapists and Physical Therapists

In consultation with the therapists, management shall assign Occupational Therapist and Physical Therapist workloads as equitably as possible, taking into consideration multiple data points, including but not limited to, the number of students served, level of service based on IEPs and IFSPs, embedded services that are part of the school program, time for planning, evaluations, observations, coordination of services, and consultation to classrooms, teachers, and other team members, numbers and locations of work sites. In the event a worker believes that their workload has not been assigned equitably, they should reach out to their supervisor to schedule a meeting to discuss their workload. In the event that the meeting does not resolve the worker's concerns, they can request a meeting with the Assistant Superintendent-Educational Services. The Assistant Superintendent-Educational Services will schedule a meeting to discuss the workers' concerns and provide a final determination regarding the worker's workload.

Article 27 – Workloads for Family Advocates

In consultation with the Family Advocates, management shall assign Family Advocate workloads as equitably as possible, taking into consideration the number of families served, level of service, embedded services that are part of the program, time for planning, evaluations, observations, coordination of services, and consultation to classrooms, teachers, and other team members, numbers and locations of work sites.

Workload includes all activities that the Family Advocates engage in that benefit families as provided in the Family Advocate job description, including but not limited to: Recruitment, Enrollment, Intakes, Health Services, Nutrition Services, Family Services, Parent Meeting, and Data entry.

Article 28 – Working Conditions – Food Service Assistants/Delivery Drivers

28.1 Seniority

For purposes of this Article is defined in Article 23.

28.2 Bidding on Runs

At the beginning of each school year and summer, all established routes will be offered by seniority. Whenever a route is vacated, newly established, or vacated due to a long-term leave of absence (four (4) weeks or more), the route shall be posted for five (5) working days to all Food Service Assistants/Delivery workers. Such postings shall describe the route in detail as to the length of the run in miles, number of assigned stops, and designated vicinity. Workers shall have five (5) working days from the date of the posting to notify the supervisor of their desire to fill the route. The route shall be filled by the most senior driver.

28.3 Food Services Issues Roundtable

The parties agree to establish a joint union-management Food Service Issues Roundtable for the purpose of discussing matters of concern within the Food Production Center. The roundtable shall restrict itself to procedural matters, occupational and safety issues. Confidential issues or personnel matters shall not be discussed in this forum. The roundtable shall consist of two (2) unit members from the kitchen, appointed by the Union, a union representative, and two (2) management representatives, including the Assistant Superintendent-Personnel Services or the designee. The group shall meet on a mutually agreed upon basis.

Article 29 – Discrimination Prohibited

Neither the Office nor the Union shall discriminate against workers because of sex, age, race, color, creed, religion, union activity, national origin, marital status, affiliations, political opinions, physical or mental disability, or sexual preference.

Article 30 – Uniform Complaint Procedure

Unit members are covered by the Office’s Uniform Complaint Procedure. Unit members who allege that they have been subjected to unlawful discrimination, harassment, intimidation, and/or bullying shall contact the Human Resources Branch.

SIGNATURE PAGE

OFFICE OF THE SANTA CLARA COUNTY SUPERINTENDENT OF SCHOOLS
AND
SEIU LOCAL 521

FOR SEIU LOCAL 521

DocuSigned by:
Tammy Dhanota 4/12/2023 | 8:30 AM PDT
8429D02E204348F... Tammy Dhanota

DocuSigned by:
Sarah Gianocar 4/19/2023 | 6:33 PM PDT
80BAF3A01F714E6... Sarah Gianocar

DocuSigned by:
Angela Ballou 4/18/2023 | 2:04 PM PDT
8CF31D08DED14A0... Angela Ballou

DocuSigned by:
Jenny Butterfield 4/13/2023 | 9:39 AM PDT
8DD3CE52417D47... Jenny Butterfield

DocuSigned by:
Carreen DeBella 4/17/2023 | 1:08 PM PDT
64D24A9497834EB... Carreen DeBella

DocuSigned by:
Drew Doty 4/11/2023 | 11:55 AM PDT
81CE06D172CB445... Drew Doty

DocuSigned by:
Michael Gates 4/12/2023 | 7:44 AM PDT
F550492E71814AA... Michael Gates

DocuSigned by:
Kellie Guevara 4/11/2023 | 7:50 AM PDT
48DFA08761CC43B... Kellie Guevara

DocuSigned by:
Jim Hansen 4/11/2023 | 6:10 AM PDT
01A46A48544A472... Jim Hansen

DocuSigned by:
Jeff Olshan 4/11/2023 | 4:21 PM PDT
0DFE4D3D4944406... Jeff Olshan

DocuSigned by:
Janice Richason 4/10/2023 | 4:26 PM PDT
29F9B6200CF48D... Janice Richason

DocuSigned by:
Sylvia Rubio 4/10/2023 | 4:11 PM PDT
624F7344068EA79... Sylvia Rubio

DocuSigned by:
Kris Schmersey 4/11/2023 | 8:12 AM PDT
DD26C2A1245E49E... Kris Schmersey

DocuSigned by:
Irene Soto 4/17/2023 | 12:28 PM PDT
EF816C0658814AC... Irene Soto

DocuSigned by:
Lilia Vega 4/27/2023 | 1:14 PM PDT
0D5E86B42A6D464... Lilia Vega

DocuSigned by:
Henry Yuan 4/10/2023 | 4:13 PM PDT
4D397C2DAC1745E... Henry Yuan

FOR THE OFFICE OF THE SANTA CLARA COUNTY
SUPERINTENDENT OF SCHOOLS

DocuSigned by:
Mary Ann Dewan, Ph.D. 4/27/2023 | 2:51 PM PDT
72890FED1F52406... Mary Ann Dewan, Ph.D.
County Superintendent of Schools

DocuSigned by:
Larry Oshodi 4/10/2023 | 4:29 PM PDT
84A286968D5B4A4... Larry Oshodi
Assistant Superintendent-Personnel Services

Ratified by Union: 01/26/2023

Public Disclosure: 03/09/2023

APPENDIX A-1	PARAEDUCATORS UNIT - SALARY SCHEDULE
APPENDIX A-2	OFFICE, TECHNICAL AND BUSINESS SERVICES (OTBS) UNIT - SALARY SCHEDULE
APPENDIX A-3	OPERATIONS SUPPORT SERVICES (OSS) UNIT - SALARY SCHEDULE
APPENDIX B	VACATION ACCRUAL
APPENDIX C	COMMUNICABLE DISEASE PREVENTION
APPENDIX D	100 DAY or FIVE-MONTH RULE (Medical/Industrial Absence)
APPENDIX E	DEPARTMENT OF LABOR NOTICE WH1420

SANTA CLARA COUNTY OFFICE OF EDUCATION
 PARAEDUCATORS UNIT - SALARY SCHEDULE
 (Full-time/12 months)
 Effective September 1, 2022

Classification	Range	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
		Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
1 Associate Teacher - Educare	41.0	61,702.97	5,141.91	29.66	64,056.02	5,338.00	30.80	66,409.07	5,534.09	31.93	69,575.63	5,797.97	33.45	73,032.71	6,086.06	35.11	76,684.32	6,390.36	36.87	80,518.56	6,709.88	38.71
2 Associate Teacher - Infant/Toddler	41.0	61,702.97	5,141.91	29.66	64,056.02	5,338.00	30.80	66,409.07	5,534.09	31.93	69,575.63	5,797.97	33.45	73,032.71	6,086.06	35.11	76,684.32	6,390.36	36.87	80,518.56	6,709.88	38.71
3 Associate Teacher - Infant/Toddler-Educare	41.0	61,702.97	5,141.91	29.66	64,056.02	5,338.00	30.80	66,409.07	5,534.09	31.93	69,575.63	5,797.97	33.45	73,032.71	6,086.06	35.11	76,684.32	6,390.36	36.87	80,518.56	6,709.88	38.71
4 Associate Teacher -Restricted	41.0	61,702.97	5,141.91	29.66	64,056.02	5,338.00	30.80	66,409.07	5,534.09	31.93	69,575.63	5,797.97	33.45	73,032.71	6,086.06	35.11	76,684.32	6,390.36	36.87	80,518.56	6,709.88	38.71
5 Education Associate - Behavioral Assistant	41.0	61,702.97	5,141.91	29.66	64,056.02	5,338.00	30.80	66,409.07	5,534.09	31.93	69,575.63	5,797.97	33.45	73,032.71	6,086.06	35.11	76,684.32	6,390.36	36.87	80,518.56	6,709.88	38.71
6 Education Associate, Deaf/Hard of Hearing Program	41.0	61,702.97	5,141.91	29.66	64,056.02	5,338.00	30.80	66,409.07	5,534.09	31.93	69,575.63	5,797.97	33.45	73,032.71	6,086.06	35.11	76,684.32	6,390.36	36.87	80,518.56	6,709.88	38.71
7 Education Interpreter I	44.0	70,970.18	5,914.18	34.12	73,729.85	6,144.15	35.45	76,228.29	6,352.36	36.65	80,120.88	6,676.74	38.52	84,129.84	7,010.82	40.45	88,336.32	7,361.36	42.47	92,753.16	7,729.43	44.59
8 Education Interpreter II	48.0	85,553.28	7,129.44	41.13	88,981.20	7,415.10	42.78	92,147.63	7,678.97	44.30	96,534.45	8,044.54	46.41	101,385.68	8,448.81	48.74	106,455.00	8,871.25	51.18	111,777.72	9,314.81	53.74
9 Environmental Education Garden Specialist	40.0	58,972.32	4,914.36	28.35	61,238.30	5,103.19	29.44	63,300.69	5,275.06	30.43	66,409.07	5,534.09	31.93	69,749.91	5,812.49	33.53	73,237.32	6,103.11	35.21	76,899.24	6,408.27	36.97
10 Environmental Education Program Lead	46.0	77,767.70	6,480.64	37.39	81,079.38	6,756.62	38.98	83,839.46	6,986.62	40.31	87,848.42	7,320.70	42.23	92,293.02	7,691.09	44.37	96,907.68	8,075.64	46.59	101,753.04	8,479.42	48.92
11 Environmental Education Specialist	40.0	58,972.32	4,914.36	28.35	61,238.30	5,103.19	29.44	63,300.69	5,275.06	30.43	66,409.07	5,534.09	31.93	69,749.91	5,812.49	33.53	73,237.32	6,103.11	35.21	76,899.24	6,408.27	36.97
12 Instructional Materials Technician	41.0	61,702.97	5,141.91	29.66	64,056.02	5,338.00	30.80	66,409.07	5,534.09	31.93	69,575.63	5,797.97	33.45	73,032.71	6,086.06	35.11	76,684.32	6,390.36	36.87	80,518.56	6,709.88	38.71
13 Job Training Specialist	41.5	63,155.84	5,262.99	30.36	65,770.11	5,480.84	31.62	67,919.85	5,659.99	32.65	71,318.61	5,943.22	34.29	74,862.77	6,238.56	35.99	78,605.88	6,550.49	37.79	82,536.12	6,878.01	39.68
14 Outdoor Recreation Leader (LT/Provisional)	38.0	53,772.26	4,481.02	25.85	55,863.95	4,655.33	26.86	57,752.19	4,812.68	27.77	60,482.97	5,040.25	29.08	63,446.09	5,287.17	30.50	66,618.36	5,551.53	32.03	69,949.32	5,829.11	33.63
15 Outdoor Recreation Specialist	38.0	53,772.26	4,481.02	25.85	55,863.95	4,655.33	26.86	57,752.19	4,812.68	27.77	60,482.97	5,040.25	29.08	63,446.09	5,287.17	30.50	66,618.36	5,551.53	32.03	69,949.32	5,829.11	33.63
16 Overnight Program Specialist, Environmental Education	42.0	64,579.28	5,381.61	31.05	67,280.63	5,606.72	32.35	69,575.63	5,797.97	33.45	72,829.13	6,069.09	35.01	76,547.70	6,378.98	36.80	80,375.16	6,697.93	38.64	84,393.96	7,032.83	40.57
17 Paraeducator Trainer-Special Education	39.0	56,328.75	4,694.06	27.08	58,507.38	4,875.62	28.13	60,482.97	5,040.25	29.08	63,300.69	5,275.06	30.43	66,467.25	5,538.94	31.96	69,790.68	5,815.89	33.55	73,280.16	6,106.68	35.23
18 Paraeducator, AED	37.0	51,361.16	4,280.10	24.69	53,336.61	4,444.72	25.64	55,195.70	4,599.64	26.54	57,752.19	4,812.68	27.77	60,657.12	5,054.76	29.16	63,690.00	5,307.50	30.62	66,874.56	5,572.88	32.15
19 Paraeducator, Behavioral Assistant	37.0	51,361.16	4,280.10	24.69	53,336.61	4,444.72	25.64	55,195.70	4,599.64	26.54	57,752.19	4,812.68	27.77	60,657.12	5,054.76	29.16	63,690.00	5,307.50	30.62	66,874.56	5,572.88	32.15
20 Paraeducator, Opportunity Youth Academy	37.0	51,361.16	4,280.10	24.69	53,336.61	4,444.72	25.64	55,195.70	4,599.64	26.54	57,752.19	4,812.68	27.77	60,657.12	5,054.76	29.16	63,690.00	5,307.50	30.62	66,874.56	5,572.88	32.15
21 Paraeducator, Special Education	37.0	51,361.16	4,280.10	24.69	53,336.61	4,444.72	25.64	55,195.70	4,599.64	26.54	57,752.19	4,812.68	27.77	60,657.12	5,054.76	29.16	63,690.00	5,307.50	30.62	66,874.56	5,572.88	32.15
22 Paraeducator, Special Education-ASL	38.0	53,772.26	4,481.02	25.85	55,863.95	4,655.33	26.86	57,752.19	4,812.68	27.77	60,482.97	5,040.25	29.08	63,446.09	5,287.17	30.50	66,618.36	5,551.53	32.03	69,949.32	5,829.11	33.63
23 Paraeducator-Intervention	37.0	51,361.16	4,280.10	24.69	53,336.61	4,444.72	25.64	55,195.70	4,599.64	26.54	57,752.19	4,812.68	27.77	60,657.12	5,054.76	29.16	63,690.00	5,307.50	30.62	66,874.56	5,572.88	32.15
24 Special Needs Attendant	34.5	45,841.55	3,820.13	22.04	47,642.72	3,970.23	22.91	49,298.63	4,108.22	23.70	51,622.38	4,301.87	24.82	54,208.04	4,517.34	26.06	56,918.52	4,743.21	27.36	59,764.44	4,980.37	28.73
25 Specialized Physical Health Care (SPHC) Assistant	40.0	58,972.32	4,914.36	28.35	61,238.30	5,103.19	29.44	63,300.69	5,275.06	30.43	66,409.07	5,534.09	31.93	69,749.91	5,812.49	33.53	73,237.32	6,103.11	35.21	76,899.24	6,408.27	36.97
26 Student Assessment Technician	41.0	61,702.97	5,141.91	29.66	64,056.02	5,338.00	30.80	66,409.07	5,534.09	31.93	69,575.63	5,797.97	33.45	73,032.71	6,086.06	35.11	76,684.32	6,390.36	36.87	80,518.56	6,709.88	38.71
27 Student Assessment Technician, Senior	44.0	70,970.18	5,914.18	34.12	73,729.85	6,144.15	35.45	76,228.29	6,352.36	36.65	80,120.88	6,676.74	38.52	84,129.84	7,010.82	40.45	88,336.32	7,361.36	42.47	92,753.16	7,729.43	44.59
28 Teacher Assistant - Educare	33.0	42,936.61	3,578.05	20.64	44,301.87	3,691.82	21.30	46,016.10	3,834.68	22.12	48,194.73	4,016.23	23.17	50,547.65	4,212.30	24.30	53,075.04	4,422.92	25.52	55,728.84	4,644.07	26.79
29 Teacher Assistant I	33.0	42,936.61	3,578.05	20.64	44,301.87	3,691.82	21.30	46,016.10	3,834.68	22.12	48,194.73	4,016.23	23.17	50,547.65	4,212.30	24.30	53,075.04	4,422.92	25.52	55,728.84	4,644.07	26.79
30 Teacher Assistant II	34.5	45,841.55	3,820.13	22.04	47,642.72	3,970.23	22.91	49,298.63	4,108.22	23.70	51,622.38	4,301.87	24.82	54,208.04	4,517.34	26.06	56,918.52	4,743.21	27.36	59,764.44	4,980.37	28.73
31 Teacher Assistant II-Restricted	34.5	45,841.55	3,820.13	22.04	47,642.72	3,970.23	22.91	49,298.63	4,108.22	23.70	51,622.38	4,301.87	24.82	54,208.04	4,517.34	26.06	56,918.52	4,743.21	27.36	59,764.44	4,980.37	28.73

LONGEVITY--effective 2/1/23

- 10 years \$110.00 per month
- 12 years \$125.00 per month
- 15 years \$135.00 per month
- 17 years \$145.00 per month
- 19 years \$155.00 per month
- 22 years \$165.00 per month
- 24 years \$175.00 per month
- 26 years \$185.00 per month

SANTA CLARA COUNTY OFFICE OF EDUCATION
OFFICE, TECHNICAL AND BUSINESS SERVICES (OTBS) UNIT SALARY SCHEDULE
(Full-time/12 months)
Effective September 1, 2022

Table with 23 columns: Classification, Range, Step 1 (Annual, Monthly, Hourly), Step 2 (Annual, Monthly, Hourly), Step 3 (Annual, Monthly, Hourly), Step 4 (Annual, Monthly, Hourly), Step 5 (Annual, Monthly, Hourly), Step 6 (Annual, Monthly, Hourly), Step 7 (Annual, Monthly, Hourly). Rows include various roles like Accountant I (ACS), Administrative Assistant, Buyer, etc.

SANTA CLARA COUNTY OFFICE OF EDUCATION
OFFICE, TECHNICAL AND BUSINESS SERVICES (OTBS) UNIT SALARY SCHEDULE
(Full-time/12 months)
Effective September 1, 2022

Table with 23 columns: Classification, Range, Step 1 (Annual, Monthly, Hourly), Step 2 (Annual, Monthly, Hourly), Step 3 (Annual, Monthly, Hourly), Step 4 (Annual, Monthly, Hourly), Step 5 (Annual, Monthly, Hourly), Step 6 (Annual, Monthly, Hourly), Step 7 (Annual, Monthly, Hourly). Rows 49-96 list various roles like Educare Family Engagement Specialist, Education Navigator-Alternative Education, etc.

SANTA CLARA COUNTY OFFICE OF EDUCATION
OFFICE, TECHNICAL AND BUSINESS SERVICES (OTBS) UNIT SALARY SCHEDULE
(Full-time/12 months)
Effective September 1, 2022

Table with 23 columns: Classification, Range, Step 1 (Annual, Monthly, Hourly), Step 2 (Annual, Monthly, Hourly), Step 3 (Annual, Monthly, Hourly), Step 4 (Annual, Monthly, Hourly), Step 5 (Annual, Monthly, Hourly), Step 6 (Annual, Monthly, Hourly), Step 7 (Annual, Monthly, Hourly). Rows include various roles like Maternal Child Health Specialist, Mental Health School Wellness Specialist, Migrant Education Community Liaison, etc.

**SANTA CLARA COUNTY OFFICE OF EDUCATION
OFFICE, TECHNICAL AND BUSINESS SERVICES (OTBS) UNIT SALARY SCHEDULE
(Full-time/12 months)
Effective September 1, 2022**

	Classification	Range	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
			Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
145	Student Data Specialist	48.0	84,419.02	7,034.92	40.59	87,884.28	7,323.69	42.25	90,923.58	7,576.97	43.71	95,497.12	7,958.09	45.91	100,240.40	8,353.37	48.19	105,252.48	8,771.04	50.60	110,515.08	9,209.59	53.13
146	Student Services Specialist	47.0	80,584.55	6,715.38	38.74	83,794.00	6,982.83	40.29	86,833.43	7,236.12	41.75	90,923.58	7,576.97	43.71	95,439.96	7,953.33	45.88	100,212.00	8,351.00	48.18	105,222.60	8,768.55	50.59
147	Systems Administrator	57.5	132,423.19	11,035.27	63.66	137,791.50	11,482.63	66.25	142,733.84	11,894.49	68.62	149,607.61	12,467.30	71.93	157,050.04	13,087.50	75.50	164,902.56	13,741.88	79.28	173,147.64	14,428.97	83.24
148	Systems Engineer	59.5	145,574.35	12,131.20	69.99	151,511.05	12,625.92	72.84	156,993.01	13,082.75	75.48	164,662.48	13,721.87	79.16	172,899.80	14,408.32	83.12	181,544.88	15,128.74	87.28	190,622.16	15,885.18	91.65
150	Technology Support Analyst	53.0	106,887.13	8,907.26	51.39	111,290.12	9,274.18	53.50	115,181.48	9,598.46	55.38	120,833.99	10,069.50	58.09	126,827.18	10,568.93	60.97	133,168.56	11,097.38	64.02	139,827.00	11,652.25	67.22
149	Technology Support Specialist	48.0	84,419.02	7,034.92	40.59	87,884.28	7,323.69	42.25	90,923.58	7,576.97	43.71	95,497.12	7,958.09	45.91	100,240.40	8,353.37	48.19	105,252.48	8,771.04	50.60	110,515.08	9,209.59	53.13
151	Telecommunications Analyst	53.5	109,443.58	9,120.30	52.62	113,931.71	9,494.31	54.77	118,050.24	9,837.52	56.75	123,731.26	10,310.94	59.49	129,951.76	10,829.31	62.48	136,449.36	11,370.78	65.60	143,271.84	11,939.32	68.88
152	Transition Coordinator - AED	46.5	78,709.88	6,559.16	37.84	81,890.82	6,824.24	39.37	84,816.73	7,068.06	40.78	88,679.84	7,389.99	42.63	93,167.84	7,763.99	44.79	97,826.28	8,152.19	47.03	102,717.60	8,559.80	49.38
153	Warehouse Liaison	43.0	66,950.14	5,579.18	32.19	69,620.23	5,801.69	33.47	71,949.50	5,995.79	34.59	75,414.64	6,284.55	36.26	79,164.23	6,597.02	38.06	83,122.44	6,926.87	39.96	87,278.52	7,273.21	41.96
154	Web Developer/Programmer	54.0	112,142.18	9,345.18	53.91	116,601.67	9,716.81	56.06	120,833.99	10,069.50	58.09	126,713.80	10,559.48	60.92	133,048.08	11,087.34	63.97	139,700.52	11,641.71	67.16	146,685.60	12,223.80	70.52
155	Web Developer/Programmer - Senior	57.5	132,423.19	11,035.27	63.66	137,791.50	11,482.63	66.25	142,733.84	11,894.49	68.62	149,607.61	12,467.30	71.93	157,050.04	13,087.50	75.50	164,902.56	13,741.88	79.28	173,147.64	14,428.97	83.24
156	Web Developer/Programmer-Lead	59.0	142,137.60	11,844.80	68.34	147,960.25	12,330.02	71.13	153,300.44	12,775.04	73.70	160,771.12	13,397.59	77.29	168,809.65	14,067.47	81.16	177,250.08	14,770.84	85.22	186,112.56	15,509.38	89.48
157	Web Master	51.5	99,757.55	8,313.13	47.96	103,648.91	8,637.41	49.83	107,256.60	8,938.05	51.57	112,511.26	9,375.94	54.09	118,135.51	9,844.63	56.80	124,042.32	10,336.86	59.64	130,244.40	10,853.70	62.62
158	Web Master, Lead	56.5	126,259.19	10,521.60	60.70	131,457.22	10,954.77	63.20	136,087.25	11,340.60	65.43	142,705.73	11,892.14	68.61	149,806.80	12,483.90	72.02	157,297.20	13,108.10	75.62	165,162.12	13,763.51	79.40
159	Wellness Center Liaison	44.0	70,103.09	5,841.92	33.70	72,858.19	6,071.52	35.03	75,414.64	6,284.55	36.26	78,993.82	6,582.82	37.98	82,970.58	6,914.22	39.89	87,119.16	7,259.93	41.88	91,475.16	7,622.93	43.98

LONGEVITY--effective 2/1/23

- 10 years \$110.00 per month
- 12 years \$125.00 per month
- 15 years \$135.00 per month
- 17 years \$145.00 per month
- 19 years \$155.00 per month
- 22 years \$165.00 per month
- 24 years \$175.00 per month
- 26 years \$185.00 per month

SANTA CLARA COUNTY OFFICE OF EDUCATION
 OPERATIONS SUPPORT SERVICES (OSS) UNIT-SALARY SCHEDULE
 (Full-time/12 months)
 Effective September 1, 2022

Classification	Range	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
		Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
1 Bus Driver	38.5	55,901.08	4,658.42	26.88	58,002.78	4,833.57	27.89	59,934.20	4,994.52	28.81	62,888.23	5,240.69	30.23	65,785.50	5,482.13	31.63	69,074.88	5,756.24	33.21	72,528.60	6,044.05	34.87
2 Bus Driver, Lead/Scheduler	41.5	64,109.76	5,342.48	30.82	66,609.31	5,550.78	32.02	68,881.69	5,740.14	33.12	72,205.06	6,017.09	34.71	75,670.45	6,305.87	36.38	79,453.92	6,621.16	38.20	83,426.64	6,952.22	40.11
3 Cook	38.5	55,901.08	4,658.42	26.88	58,002.78	4,833.57	27.89	59,934.20	4,994.52	28.81	62,888.23	5,240.69	30.23	65,785.50	5,482.13	31.63	69,074.88	5,756.24	33.21	72,528.60	6,044.05	34.87
4 Cook, Lead	40.0	59,650.01	4,970.83	28.68	62,093.06	5,174.42	29.85	64,223.54	5,351.96	30.88	67,264.82	5,605.40	32.34	70,500.67	5,875.06	33.89	74,025.72	6,168.81	35.59	77,727.00	6,477.25	37.37
5 Custodian I	36.5	50,873.06	4,239.42	24.46	52,918.14	4,409.85	25.44	54,792.94	4,566.08	26.34	57,292.49	4,774.37	27.54	59,934.07	4,994.51	28.81	62,930.88	5,244.24	30.26	66,077.40	5,506.45	31.77
6 Custodian II	38.0	54,565.50	4,547.13	26.23	56,497.19	4,708.10	27.16	58,514.02	4,876.17	28.13	61,297.50	5,108.13	29.47	64,223.54	5,351.96	30.88	67,434.72	5,619.56	32.42	70,806.48	5,900.54	34.04
7 Custodian - Lead	40.0	59,650.01	4,970.83	28.68	62,093.06	5,174.42	29.85	64,223.54	5,351.96	30.88	67,264.82	5,605.40	32.34	70,500.67	5,875.06	33.89	74,025.72	6,168.81	35.59	77,727.00	6,477.25	37.37
8 Food Service Assistant	33.0	43,346.03	3,612.17	20.84	45,050.41	3,754.20	21.66	46,640.75	3,886.73	22.42	48,714.20	4,059.52	23.42	51,071.86	4,255.99	24.55	53,625.48	4,468.79	25.78	56,306.76	4,692.23	27.07
9 Food Service Assistant/Delivery	34.5	46,441.96	3,870.16	22.33	48,288.37	4,024.03	23.22	49,878.97	4,156.58	23.98	52,236.36	4,353.03	25.11	54,764.56	4,563.71	26.33	57,502.80	4,791.90	27.65	60,378.00	5,031.50	29.03
10 Maintenance Custodian	38.5	55,901.08	4,658.42	26.88	58,002.78	4,833.57	27.89	59,934.20	4,994.52	28.81	62,888.23	5,240.69	30.23	65,785.50	5,482.13	31.63	69,074.88	5,756.24	33.21	72,528.60	6,044.05	34.87
11 Maintenance Mechanic	45.0	75,443.28	6,286.94	36.27	78,340.42	6,528.37	37.66	81,067.14	6,755.60	38.97	85,015.52	7,084.63	40.87	89,134.06	7,427.84	42.85	93,590.76	7,799.23	45.00	98,270.28	8,189.19	47.25
12 Maintenance Person I (ACS)	41.0	62,547.54	5,212.30	30.07	65,046.96	5,420.58	31.27	67,291.09	5,607.59	32.35	70,500.67	5,875.06	33.89	73,966.20	6,163.85	35.56	77,664.48	6,472.04	37.34	81,547.68	6,795.64	39.21
13 Maintenance Person II (ACS)	43.0	68,626.01	5,718.83	32.99	71,381.24	5,948.44	34.32	73,966.20	6,163.85	35.56	77,346.32	6,445.53	37.19	81,095.78	6,757.98	38.99	85,150.56	7,095.88	40.94	89,408.04	7,450.67	42.98
14 Maintenance Person Lead	45.5	77,147.40	6,428.95	37.09	80,271.84	6,689.32	38.59	83,112.35	6,926.03	39.96	87,146.00	7,262.17	41.90	91,236.42	7,603.04	43.86	95,798.28	7,983.19	46.06	100,588.20	8,382.35	48.36
15 Mechanic, HVAC	49.0	90,951.96	7,579.33	43.73	94,531.27	7,877.61	45.45	97,939.78	8,161.65	47.09	102,569.81	8,547.48	49.31	107,568.91	8,964.08	51.72	112,947.36	9,412.28	54.30	118,594.68	9,882.89	57.02
16 Mechanic, Vehicle Maintenance	45.5	77,147.40	6,428.95	37.09	80,271.84	6,689.32	38.59	83,112.35	6,926.03	39.96	87,146.00	7,262.17	41.90	91,236.42	7,603.04	43.86	95,798.28	7,983.19	46.06	100,588.20	8,382.35	48.36
17 Utility Person	38.5	55,901.08	4,658.42	26.88	58,002.78	4,833.57	27.89	59,934.20	4,994.52	28.81	62,888.23	5,240.69	30.23	65,785.50	5,482.13	31.63	69,074.88	5,756.24	33.21	72,528.60	6,044.05	34.87
18 Warehouse Lead, Person	41.5	64,109.76	5,342.48	30.82	66,609.31	5,550.78	32.02	68,881.69	5,740.14	33.12	72,205.06	6,017.09	34.71	75,670.45	6,305.87	36.38	79,453.92	6,621.16	38.20	83,426.64	6,952.22	40.11
19 Warehouse Person/Delivery Driver	38.0	54,565.50	4,547.13	26.23	56,497.19	4,708.10	27.16	58,514.02	4,876.17	28.13	61,297.50	5,108.13	29.47	64,223.54	5,351.96	30.88	67,434.72	5,619.56	32.42	70,806.48	5,900.54	34.04

LONGEVITY--effective 2/1/23
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APPENDIX B – VACATION ACCRUAL

Vacation Computation and Accrual Schedule

Years of Service	Months of Service	Annual Accrual Days	Monthly Accrual Days	Monthly Accrual Hours
1	0 - 12	10	.833	6.67
2 - 4	13 - 48	12	1.000	8.00
5 - 9	49 - 108	16	1.333	10.67
10 - 14	109 - 168	18	1.500	12.00
15 - 19	169 - 228	20	1.667	13.33
20+	229+	21	1.750	14.00

Hours worked Per Day	%	Monthly Accrual Hours Based on Years of Service					
		1	2-4	5-9	10-14	15-19	20+
8	100.00	6.67	8.00	10.67	12.00	13.33	14.00
7.5	93.75	6.25	7.25	10.00	11.25	12.50	13.13
7	87.50	5.84	7.00	9.33	10.50	11.67	12.25
6.5	81.25	5.42	6.50	8.67	9.75	10.83	11.38
6	75.00	5.00	6.00	8.00	9.00	10.00	10.50
5.5	68.75	4.59	5.50	7.34	8.25	9.16	9.63
5	62.50	4.17	5.00	6.67	7.50	8.33	8.75
4.5	56.25	3.75	4.50	6.00	6.75	7.50	7.88
4	50.00	3.34	4.00	5.34	6.00	6.67	7.00
3.5	43.75	2.92	3.50	4.67	5.25	5.83	6.13
3	37.50	2.50	3.00	4.00	4.50	5.00	5.25

APPENDIX C – COMMUNICABLE DISEASE
HEALTH AND SAFETY
COMMUNICABLE DISEASE PREVENTION

AMEBIASIS: Diarrhea caused by a parasite; this illness may require restriction* by the Public Health Department

What are the symptoms? Diarrhea, stomach cramps, or stomach pain.

How is it spread? Eating or drinking contaminated food or water. Handling items contaminated with the feces of an infected person.

When do symptoms start? Usually 1 to 4 weeks after exposure to the parasite.

Need to keep child home? All children less than 5 years old will be restricted* from group care. This restriction also includes children greater than 5 years old who wear diapers.

Return to school/childcare? Children may return when cleared by the Public Health Department. School age children that are not restricted* may return to school when symptoms have resolved.

CAMPYLOBACTER: A bacteria that causes diarrhea

What are the symptoms? Diarrhea that may be bloody, stomach pain, fever, nausea and/or vomiting.

How is it spread? Eating or drinking contaminated food or water. Handling items contaminated with the feces of a person or animal that has this illness.

When do symptoms start? 1 to 10 days after exposure to the bacteria.

Need to keep child home? Children with this illness may return to school/childcare when symptoms have resolved.

CHICKENPOX: A viral illness with a rash

What are the symptoms? Fever, irritability, and an itchy rash. The rash looks like small blisters that first appear on the body, then on the face.

How is it spread? Chickenpox is easily spread from person to person, either by direct contact with the blisters of an infected person, or by breathing in air near an infected person. People who have been vaccinated are less likely to become ill or may have only mild illness.

When do symptoms start? 2 to 3 weeks after exposure to the virus.

Need to keep child home? Yes.

Return to school/childcare? Children may return to school/childcare 7 days after onset of rash and if all blisters have scabs.

E. COLI 0157:H7: A bacteria that causes diarrhea; this illness may require restriction* by the Public Health Department

What are the symptoms? Bloody diarrhea and stomach cramps.

How is it spread? Eating or drinking contaminated food or water. Ill persons handling food, or persons changing diapers of an ill child who do not wash their hands well may also spread the infection.

When do symptoms start? 2 to 10 days after exposure to the bacteria.

Need to keep child home? All children less than 5 years old will be restricted* from group care. This restriction also includes children greater than 5 years old who wear diapers.

Return to school/childcare? Children may return when cleared by the Public Health Department. School age children that are not restricted* may return to school when symptoms have resolved.

***Restriction and Clearance:** Restriction is defined as removing the child from group care until they are no longer infectious. Clearance means that the child's feces are tested at the Public Health Laboratory to document that the bacteria or parasite is no longer present.

GOOD HAND WASHING BEFORE PREPARING OR EATING FOOD AND AFTER USING THE TOILET OR CHANGING DIAPERS PREVENTS SPREAD OF THESE DISEASES

FIFTH DISEASE: A mild viral infection with a rash

What are the symptoms? Fever, headache, red rash on the face that looks like slapped cheeks.

How is it spread? Direct contact with the mucous or saliva from the nose and throat of an infected person.

When do symptoms start? 4 to 20 days after exposure to the virus.

Need to keep child home? No, unless child is unable to participate in activities.

Return to school/childcare? Children may return to school/childcare when they can fully join in group activities.

GIARDIA: A parasite that causes diarrhea

What are the symptoms? Greasy foul smelling diarrhea, stomach pain or bloating.

How is it spread? Eating or drinking contaminated food or water. Handling items contaminated with the feces of an infected person.

When do symptoms start? 1 to 4 weeks, usually 7 to 10 days, after exposure to the parasite.

Need to keep child home? All children 5 years old and under may return to group care when symptom free for at least 48 hours and on treatment if indicated.

***Restriction and Clearance:** Restriction is defined as removing the child from group care until they are no longer infectious. Clearance means that the child's feces are tested at the Public Health Laboratory to document that the bacteria or parasite is no longer present.

GOOD HANDWASHING BEFORE PREPARING OR EATING FOOD AND AFTER USING THE TOILET OR CHANGING DIAPERS PREVENTS SPREAD OF THESE DISEASES

HAND, FOOT & MOUTH DISEASE: A common viral illness caused by the coxsackievirus

What are the symptoms? Sudden onset of sore throat, pain, fever, headache, runny nose, and cough; followed by blister-like lesions in the mouth, and on the hands and feet.

How is it spread? Droplets from an infected person who is coughing or sneezing. Direct contact with the nose and throat discharges and feces of infected people.

When do symptoms start? 3 to 5 days after exposure to the virus.

Need to keep child home? No, unless child is unable to participate in activities.

HEAD LICE: Tan colored insects that feed on blood from the scalp.

What are the symptoms? Itching of the scalp and/or neck.

How is it spread? Direct contact with the hair of infected people. Sharing combs, brushes, hats, blankets, or sheets. Storing contaminated items with clean items.

When do symptoms start? 1 to 5 days after exposure to infected persons or contaminated items.

Need to keep child home? Yes, at end of the program or school day.

Return to school/childcare? Children may return to school/childcare after treatment is completed.

IMPETIGO: A common skin infection caused by streptococcal or staphylococcal bacteria

What are the symptoms? Itching, draining or crusting sores, often on the face, but may be anywhere on the body.

How is it spread? Through direct contact with the wounds or sores of an infected person or from contaminated surfaces.

When do symptoms start? 4 to 10 days after bacteria attach to the skin.

Need to keep child home? Yes.

Return to school/childcare? Children may return to school/childcare after 24 hours of antibiotic treatment.

PINK EYE: A viral or bacterial infection of the eye

What are the symptoms? Red or pink, itchy, painful, swollen, watery eye(s). Yellow or green discharge may also be present.

How is it spread? Touching eyes with hands contaminated by discharge from an infected person's eye or nose.

When do symptoms start? 24 to 72 hours after exposure to the virus or bacteria.

Need to keep child home? Yes, if yellow or green discharge present.

Return to school/childcare? Children may return to school/childcare after 24 hours of treatment.

PINWORMS: Small, white threadlike worms that live in the large intestine

What are the symptoms? Itching and irritation around the anal and genital area.

How is it spread? Transfer of pinworm eggs from anus to hands, and then to mouth. Contact with contaminated clothing, bedding, or toys.

When do symptoms start? 2 to 6 weeks after exposure to an infected person or contaminated items.

Need to keep child home? No, unless child is unable to participate in activities.

RINGWORM: A fungal infection affecting the body, feet, or scalp

What are the symptoms? Flat, circular lesions on skin and/or scalp.

How is it spread? Through direct skin-to-skin contact or indirect contact with contaminated items such as combs, brushes, or clothing.

When do symptoms start? 4 to 14 days after exposure to the infected person or contaminated items.

Need to keep child home? Yes.

Return to school/childcare? Children may return to school/childcare once treatment is started.

ROSEOLA INFANTUM: A viral infection with a rash

What are the symptoms? Fever (often high) and a red, raised rash.

How is it spread? Direct contact with the mucous or saliva from the nose or throat of an infected person.

When do symptoms start? 5 to 15 days after exposure to the virus.

Need to keep child home? No, unless child is unable to participate in activities.

Return to school/childcare? Children may return to school/childcare after fever disappears and when they can fully join in group activities.

SALMONELLA: A bacteria that causes diarrhea.

What are the symptoms? Diarrhea, stomach cramps, fever, nausea or vomiting.

How is it spread? Eating or drinking contaminated food or water. Ill persons handling food, or persons changing diapers of an ill child who do not wash their hands well may also spread the infection.

When do symptoms start? 6 to 72 hours after exposure to the bacteria.

Need to keep child home? Children with this illness may return to school/childcare when symptoms (diarrhea, nausea, vomiting, fever, or abdominal pain) have been resolved for at least 24 hours.

SCABIES: A mite infestation of the skin

What are the symptoms? Itchy rash around the fingers, wrists, elbows, underarms, waist, thighs, or ankles.

How is it spread? Person to person contact. Sharing of bedding, towels, or clothing.

When do symptoms start? A few days to 6 weeks after exposure to an infected person or contaminated items.

Need to keep child home? Yes.

Return to school/childcare? Children may return to school/childcare after treatment is completed.

SCARLET FEVER: A disease caused by group A streptococcus bacteria

What are the symptoms? Fever, sore throat, plus a fine red rash on the face and body.

How is it spread? Through direct contact with mucous from the nose or throat of an infected person.

When do symptoms start? 1 to 3 days after exposure to the bacteria.

Need to keep child home? Yes.

Return to school/childcare? Children may return to school/childcare after 24 hours of antibiotic treatment.

SHIGELLA: A bacteria that causes diarrhea; this illness may require restriction* by the Public Health Department

What are the symptoms? Diarrhea that may contain blood or mucus; fever or stomach pain.

How is it spread? Eating or drinking contaminated food or water. Ill persons handling food, or persons changing diapers of an ill child who do not wash their hands well may also spread the infection.

When do symptoms start? 1 to 7 days after exposure to the bacteria.

Need to keep child home? All children less than 5 years old will be restricted* from group care. This restriction* also includes children greater than 5 years old who wear diapers.

Return to school/childcare? Children may return when cleared by the Public Health Department. School age children that are not restricted* may return to school when symptoms have resolved.

***Restriction and Clearance:** Restriction is defined as removing the child from group care until they are no longer infectious. Clearance means that the child's feces are tested at the Public Health Laboratory to document that the bacteria or parasite is no longer present.

GOOD HANDWASHING BEFORE PREPARING OR EATING FOOD AND AFTER USING THE TOILET OR CHANGING DIAPERS PREVENTS SPREAD OF THESE DISEASES

STREP THROAT: A disease caused by group A streptococcus bacteria

What are the symptoms? Fever, sore throat and occasionally stomach pain.

How is it spread? Through direct contact with mucous from the nose or throat of an infected person.

When do symptoms start? 1 to 3 days after exposure to the bacteria.

Need to keep child home? Yes.

Return to school/childcare? Children may return to school/childcare after 24 hours of antibiotic treatment.

VIRAL GASTROENTERITIS (in 2 or more children in a classroom or area): Also known as "stomach flu", it is a diarrheal illness caused by a virus, commonly noroviruses, rotaviruses, adenoviruses, sapoviruses, or astroviruses.

What are the symptoms? Diarrhea, vomiting, stomach cramps, poor appetite, headache, or fever.

How is it spread? Handling items or touching surfaces contaminated with the virus. Eating or drinking contaminated food or water.

When do symptoms start? Usually 24 to 48 hours after exposure to the virus.

Need to keep child home? Children with this illness may return to school /daycare 24 hours after symptoms have resolved.

The spread of viral gastroenteritis can be prevented by taking these steps:

- Frequently wash your hands, especially after toilet visits and changing diapers and before eating or preparing food.
- Thoroughly clean and disinfect contaminated surfaces immediately after an episode of vomiting or diarrhea by using a bleach-based household cleaner.
- Immediately remove and wash clothing or linens that may be contaminated with virus after an episode of vomiting and diarrhea (use hot water and soap). Flush or discard any vomitus and/or stool in the toilet and make sure that the surrounding area is kept clean.

**APPENDIX D – 100-Day or Five-Month Rule
Medical/Industrial Absence**

<u>MED</u>	<u>IND</u>	
X	X	1. Each classified employee is entitled to 100 days during the course of any one fiscal year (July through June).
X	X	2. The 100 days refers only to actual workdays and paid sick leave (not holidays, vacation, or compensatory time).
X	X	3. The 100 days do not have to be consecutive or for any one illness/injury. They are cumulative for the fiscal year.
X	X	4. The 100 days starts on the first day a person is sick within the fiscal year.
X	X	5. If an individual has more than 100 days of unused sick leave, he or she will stay in paid status until all unused sick leave is exhausted.
	X	6. There are a maximum of 60 working days of industrial accident/illness for each injury. These 60 days are not deducted from sick leave; however, they are included within the total of 100 days.
X	X	7. If the 100 days paid leave is not exhausted at the end of a fiscal year, the employee will obtain a new 100 days.
	X	8. Industrial absences that have not passed the 60-day maximum do not start another 60 days at the beginning of the new fiscal year.
X	X	9. If an employee has both medical and industrial in one fiscal year, they will both be computed together toward the 100 days.
X	X	10. An individual on paid leave shall exhaust all paid time prior to placement on an unpaid leave or on 39-month re-employment list.
X	X	11. The 39-month reemployment begins on the 101st day. Exception: If an employee is granted an unpaid leave and is still unable to return to work, he/she is placed on 39-month reemployment effective the day after the unpaid leave expires.
X	X	12. The employee on 39-month reemployment list can purchase medical benefits under COBRA.
X	X	13. An individual who is placed on a 39-month reemployment list would have a right upon ability (with doctor's release) to return to the first vacancy in the classification after laid-off employees.
X	X	14. Once the employee is placed on a 39-month reemployment list, the position may be filled permanently.

EMPLOYEE RIGHTS

UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

For additional information or to file a complaint:

1-866-4-USWAGE

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

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

