
AGREEMENT

**between the
TRINITY COUNTY
SUPERINTENDENT OF SCHOOLS
and the
CALIFORNIA SCHOOL
EMPLOYEES' ASSOCIATION**

JULY 1, 2008 – JUNE 30, 2011

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Amendments for 8-2-05

Compensation

7.2.2.2

change: Unit members working 4 hours per day or more: the Superintendent's maximum monthly contribution shall be **as annually negotiated**.

Vacations

15.6

change: Vacations for unit members employed **11 or 12** months per year shall be scheduled as far in advance as possible, within the work requirements of the Superintendent, as deterred by the Superintendent, upon the approval of the Superintendent or designee. Unit members employed **11 or 12** months per year may schedule vacation as it is accrued, subject to the provisions of the prior sentence. Unit members employed **11 or 12** months per year may carryover, from year to year, **an amount not to exceed the amount earned in a year**.

Layoffs

17.4 Options of Unit Members Notified of Layoff

(b) **The regions are as follows: Mountain Valley Unified School District and Trinity union High School district boundaries.**

Term

23.3 **delete entire paragraph**

Attachment 3 – Insurance

Delete – **Blue Cross Preferred Provider, Plan A**

Delete – **The current employer funded cap is \$561.00 per month per employee.**

Delete – **The cap shall be based on the group as a whole, the total cost to the employee shall not exceed \$561.00 per month per full time employee.**

Attachment 3 – Letter of Agreement Between TCOE & CSEA Regarding Changes in Work Hours of Paraeducators Assigned to Small Schools

Delete – **Zenia**

ARTICLE I
AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Trinity County Superintendent of Schools (hereinafter referred to as “Superintendent”) and the California School Employees Association (hereinafter referred to as “Association”), pursuant to Government Code Sections 3540 et. seq.

ARTICLE 2

RECOGNITION

- 2.1 The Superintendent recognizes the Association as the exclusive representative of the classified employees serving in probationary or permanent status in the classified positions listed on Attachment 1, "Positions Within the Unit."
- 2.2 This Agreement applies only to probationary or permanent classified unit members included in said representative unit. Substitute, short-term, management, confidential and supervisory employees are not members of the classified service unit and are not eligible for the benefits of this Agreement. Employees employed in special projects are not members of the classified service unit and are not eligible for the benefits of this Agreement.

ARTICLE 3
EMPLOYEE RIGHTS

- 3.1 The Superintendent and Association recognize the right of employees to form, join, and participate in lawful activities of the Association and the equal alternative right of employees to refuse to form, join and participate in Association activities.

ARTICLE 4

SUPERINTENDENT'S RIGHTS

- 4.1 In addition to those rights otherwise provided by law to the Superintendent, the following is a non-inclusive list of rights reserved to the Superintendent.
- 4.1.1 No Association business shall be transacted during pupil attendance hours or working hours.
- 4.1.2 All matters not specifically enumerated as within the scope of negotiations in Government Code Section 3543.2 are reserved to the Superintendent.
- 4.2 All rights of management not expressly limited by the clear and explicit language of this Agreement are expressly reserved to the Superintendent, and the express provisions of this Agreement constitute the only contractual limitations upon the Superintendent's rights. The non-exercise of any right reserved to the Superintendent herein shall not be deemed a waiver of the Superintendent's right or preclude the Superintendent from exercising the right in a different manner.

ARTICLE 5
ASSOCIATION'S RIGHTS

- 5.1 The Association shall have the right to access to areas in which employees work, subject to the following procedures and conditions. All Association business, discussion, and activities shall be conducted by unit members and Association officials outside of employees' assigned duty time in such a way which will not interfere with school programs. Association representatives who are not employed by the Superintendent shall follow visitor's procedures upon arrival at a school campus.
- 5.2 The Association may use Superintendent facilities when not otherwise in use, for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. Superintendent facilities regulating the use of facilities must be followed.
- 5.3 The Association shall have use of school mailbox and internal mail system, E-mail, and bulletin board space as designated by the Superintendent subject to the following conditions:
- 5.3.1 All posted material and items placed in the school mailboxes and E-mail shall contain the date of posting or distribution and the identification of the organization together with the official authorization by CSEA, or the Chapter President. A copy of such positing or distribution shall be sent to the Superintendent at the same time as positing or distribution.
- 5.3.2 The Association shall not post or distribute information which is defamatory of the Superintendent or his/her personnel.
- 5.4 The Superintendent shall provide to the Association, upon ten (10) working days notice, a copy of the seniority list for all classified employees.
- 5.5 Association negotiators shall have release time for negotiations.

ARTICLE 6

PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

- 6.1 The Association has the sole and exclusive right for payroll deduction of membership dues.
- 6.2 The Superintendent shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues, as voluntarily authorized in writing by the employee on the Association form, subject to the following conditions:
 - 6.2.1 Such deduction shall be made only upon submission of the Association form to the designated representative of the Superintendent, duly completed and executed by the employee.
 - 6.2.2 Any new or discontinued deductions pursuant to the terms of this Article must be received by the 10th of the month to be effective for that month.
 - 6.2.3 Unit members shall be paid monthly. Pay day is the last working day of the month.
 - 6.2.4 Any discrepancies or errors in payroll warrants shall be reported immediately upon discovery. The unit member and the Superintendent or designee shall attempt to resolve, immediately upon reporting, any discrepancy or error in payroll warrants.

ARTICLE 7
COMPENSATION

7.1 Salary Schedule

7.1.1 The salary schedule for the current 2009-2010 school year is attached as Attachment 2.

7.1.2 Step advancement will occur on July 1. A unit member must have been employed for nine (9) months in a probationary (not short-term, substitute or otherwise) position in order to advance to the second step; otherwise the unit member must wait until the following July 1 to advance.

7.2 Insurance

7.2.1 Insurance is provided under current practices of the Superintendent. The Superintendent's maximum monthly insurance contribution for eligible unit members who qualify for the insurance coverage is described in Attachment 3 and is based upon the number of hours worked by said unit members as set forth below:

7.2.1.1 Fewer than four (4) hours per day for all unit members: no Superintendent contribution.

7.2.1.2 Unit members working 4 hours per day or more: the Superintendent's maximum monthly contribution shall be as annually negotiated.

7.2.2 The Superintendent will pay up to, but not exceeding, the maximum monthly contribution. If, at any time, the combined monthly premium(s) for health, dental and vision insurance exceed any of the above maximum Superintendent contributions, then all amounts in excess thereof shall be paid by the unit member monthly, in advance, by automatic payroll withdrawal, i.e., the Superintendent shall deduct from the monthly paychecks for unit members such amounts in excess of each of the above-monthly premiums and shall pay said amount to the insurer, broker or other payee as appropriate.

7.3 Automobile Mileage Reimbursement

7.3.1 A unit member who is authorized in advance by the Superintendent or designee to use his/her personal automobile in the performance of duties shall be reimbursed at the current IRS rate. To be eligible for such mileage reimbursement, a unit member must follow Superintendent approval and claim procedures.

7.4 The Superintendent agrees to provide the full cost of any medical examination or tests required as a condition for continued employment. The Superintendent has the right to designate a provider for such service.

ARTICLE 8

HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

8.1 Work Week, Work Day and Work Year

- 8.1.1 The work week shall consist of up to five (5) consecutive work days for all employees rendering service averaging four (4) hours or more per day during the work week.
- 8.1.2 The work day, work week and work year for all unit members shall be established by the Superintendent. Para-educators shall work the 180 school year plus one (1) regular day prior to the start of school.
- 8.1.3 The Superintendent retains the right to extend the regular work day or work week of employees when it is deemed necessary to carry out the Superintendent's business.
- 8.1.4 A part-time employee who is assigned by the Superintendent to work a minimum of thirty (30) minutes per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours for the purpose of fringe benefit pro-ration.
- 8.1.5 Five (5) hours per week fluctuations in positions do not constitute a vacancy unless the increased time makes the position eligible for fully paid benefits.

8.2 Meal period

- 8.2.1 All unit members who render service of at least five (5) consecutive hours are entitled to a non-compensated meal period of between thirty (30) or sixty (60) minutes. The length of the meal period shall be scheduled by the supervisor.

8.3 Rest Period

- 8.3.1 Unit members are entitled to a fifteen (15) minute compensation rest period for each four (4) hour period of service. This rest period shall be scheduled by the supervisor at or near the midpoint of each four (4) hour period of service.

8.4 Overtime Compensation

- 8.4.1 Unit members shall not perform services beyond the normal assigned work hours without the advance approval of the Superintendent or designee.
- 8.4.2 Overtime compensation shall be provided employees who are directed and authorized by the immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any calendar week.
- 8.4.3 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. All time during which a unit member is directed and authorized by the immediate supervisor to be on duty and to perform service shall also be considered as time worked.
- 8.4.4 Unit members directed and authorized by the immediate supervisor and who provide service to the Superintendent for five (5) consecutive work days averaging four (4) hours or more per day shall be provided overtime compensation on the sixth (6th) and seventh (7th) day following the commencement of the work week.
- 8.4.5 Unit members directed and authorized by the immediate supervisor and whose average work day is less than four (4) hours shall be provided overtime compensation on the seventh (7th) day following commencement of the work week.
- 8.4.6 Subject to the Federal Fair Labor Standards Act, for authorized overtime worked, a unit member shall be compensated equal to time and one-half of the employee's regular rate of pay, or at the option of the Superintendent, at the time the overtime is authorized, shall be eligible to receive compensatory time off at time and one-half. Employees authorized by the Superintendent to take compensatory time off in lieu of cash compensation for authorized overtime shall take

the compensatory time off, as approved by the Superintendent, within six (6) calendar months following the month overtime service was rendered. If the employee does not take the time, the unit member shall be compensated in the form of pay as set forth herein.

8.4.7 The intent of the parties is to provide total compensation or compensatory time off of one and one-half times the regular rate of pay and avoid “pyramiding” of overtime worked.

8.5 Working Out of Classification

8.5.1 A unit member shall not perform for more than five (5) working days in a fifteen calendar day period, the duties of a position in a classification receiving higher compensation without the advance written approval of the Superintendent or designee. A unit member required by the Superintendent or designee to perform the duties of a position in a classification receiving higher compensation for more than five (5) working days in a fifteen calendar day period shall be compensated by the same step of the salary schedule at the higher compensation for the entire period of time the unit member is required to perform the duties of a position receiving higher compensation.

8.6 Call Back Time

8.6.1 Unit members who are required to return to work by the immediate supervisor on a work day beyond the normal working hours, or a day not scheduled to be worked, shall receive at least two (2) hours of work at the overtime rate. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal work day. On the sixth (6th) and seventh (7th) days of work and on holidays, minimum call-in time is four (4) hours paid at the overtime rate.

8.6.2 Any unit member on authorized leave or authorized vacation shall have the right to reject any offer or request for overtime or call back.

8.6.3 Except as provided in 8.6.2, unit members must return to work as required by the immediate supervisor unless extenuating circumstances do not so permit.

8.7 Professional Growth Program

- 8.7.1 The salary of any unit member who earns 10 Superintendent approved semester units (15 contact hours equals 1 semester unit) or 150 Superintendent approved contact hours commencing July 1, 1995 shall be increased by 1% effective July 1 of the school year after which such Superintendent approved and documented units are earned. All units must be approved in advance by the Superintendent in order to qualify for the 1% salary increase under this professional growth program.
- 8.7.2 A maximum of 30 semester units or 450 contact hours may be earned under this program. No salary increases will be awarded for units in excess of 30 semester units or 450 contact hours. A maximum of 10 semester units or 150 contact hours may be earned in any school year.

ARTICLE 9
LEAVES

9.1 Sick Leave

- 9.1.1 Unit members employed five (5) days a week shall be entitled to one (1) work day leave of absence for illness or injury, with full pay for each paid month of employment.
- 9.1.2 Unit members employed for fewer than five (5) days a week and/or less than a full fiscal year, are entitled to sick leave as follows:
- (a) A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months she/he is employed bears to twelve.
 - (b) A unit member employed fewer than five (5) days a week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days she/he is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 9.1.3 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member worked during the day of absence, except for persons employed fewer than five (5) days per week. For such persons, the number of working hours per week is determined and then divided by 5. That number of hours is paid for the day of absence. For example, if an employee works six (6) hours per day, four (4) days per week for a total of twenty four (24), then twenty four (24) hours per week divided by five (5) days per week equals 4.8 hours. The employee is paid 4.8 hours for the day of absence.
- 9.1.4 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member.

Credit for sick leave need not be accrued prior to taking such leave. However, a new unit member shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the Superintendent. If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

9.1.5 Unit members returning to work after surgery, serious illness or injury, or absence of five (5) or more consecutive school days, or upon the third absence in any school year in conjunction with a weekend or holiday, upon the request of the Superintendent, must provide a written doctor's release certifying medical permission to return to work and a written doctor's verification certifying the absence.

9.1.6 When a unit member terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.

9.1.7 When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less (as described in Education Code Section 45196), the amount deducted from the salary due to the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence.

9.1.8 Employees working fewer than eight (8) hours per day shall use reasonable efforts to schedule medical and dental appointments during non-working hours.

9.2 Pregnancy Disability Leave

Unit members are entitled to use sick leave for disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. Sick leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which

the duties are to be resumed, shall be determined by the unit member and the unit member's physician, provided that such statement verifies that such leave is for disability and not for the purpose of child care or other non-disability purposes.

9.3 Personal Necessity Leave

9.3.1 Unit members may use a maximum of ten (10) days of accumulated sick leave in any school year for personal necessity leave for the following purpose:

- (a) Death of a member of the immediate family when additional leave is required beyond that provided under Bereavement Leave.
- (b) Accident, fire, flood, or other immediate danger involving the person or property of the unit member, or the person or property of a member of the immediate family.
- (c) Appearance in court or before any administrative tribunal or litigant, party, or witness under subpoena or any order made with jurisdiction, or legal matters involving the adoption of a child.
- (d) Personal emergencies which cannot reasonably be expected to be disregarded by the unit member and which necessitate his/her immediate personal attention during assigned duty hours.
- (e) An illness of a member of the unit member's immediate family
- (f) For the purpose of non-immediate family bereavement and/or scheduled events involving family members, specifically, school functions, weddings, birth of a grandchild and graduation, one day shall be granted and included within existing personal necessity.

9.3.2 Unit members may use three (3) days of personal necessity leave without listing the reason. It is the responsibility of the unit member to use personal necessity leave for the purposes set forth above.

9.3.3 For the purpose of this section, “member of the immediate family” shall be defined as in the Bereavement Leave section herein.

9.3.4 The employee shall provide a written or email request for personal necessity leave in advance.

9.4 Bereavement Leave

9.4.1 A unit member shall be entitled to three (3) days leave of absence without loss of salary in the event of the death of any member of the immediate family. If travel out of State or in excess of 225 miles one way is required, a unit member shall be entitled to a maximum of two (2) additional days bereavement leave.

9.4.2 Member of the “immediate family” is defined as the parent, sibling, grandparent, grandchild, or aunt/uncle, of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, or any person living in the immediate household of the unit member.

9.4.3 The Superintendent or designee may grant additional unpaid bereavement leave at the discretion of the Superintendent or designee.

9.5 Jury Duty

9.5.1 A unit member is entitled to leave for the period he/she is required to appear for jury duty. An employee shall receive his/her regular pay.

9.5.2 The employee shall inform the immediate supervisor upon receiving jury duty notification.

9.5.3 Unless excused by the unit member’s supervisor, the unit member shall report to work prior to jury duty if travel time so permits. If a unit member is released from jury duty prior to one (1) hour prior to the end of the work day, the unit member shall return to work if travel time so permits.

9.6 Industrial Accident and Illness Leave

9.6.1 Unit members shall be eligible for leave for industrial accident or illness. Allowable leave shall be for not more than sixty (60) service days in any

one (1) fiscal year for the same accident and shall commence the first (1st) day of absence. Industrial accident or illness leave may only be used for industrial accident or illnesses which are recognized as valid by the District's Worker's Compensation insurance carrier.

- 9.6.2 Leave of absence under this provision shall not be accumulated from year to year. When the Industrial Accident or Illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due her/him for the same illness or injury.
- 9.6.3 Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salary.
- 9.6.4 Leave of absence applied for under this provision shall be reduced on an hour by hour basis for each day of authorized absence, regardless of a temporary disability indemnity award to the unit member.
- 9.6.5 Industrial Illness and Accident Leave is to be used in lieu of Sick Leave. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to Sick Leave shall then be used. If a unit member is receiving a temporary disability indemnity, the unit member shall be entitled to utilize only so much of his/her accumulated Sick Leave and vacation leave which, when added to her/his temporary disability indemnity, will result in a payment to her/him of not more than her/his full salary. During any paid leave of absence, the unit member shall endorse to the Superintendent the temporary disability indemnity checks received on account of her/his industrial accident or illness. The Superintendent in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 9.6.6 Unless travel outside of California is authorized by the Superintendent, unit members receiving benefits under this provision during a period of

illness or injury shall remain in the State of California. This provision does not apply in the case of approved medical treatment.

9.6.7 The Superintendent may require, from time to time, a written statement from the unit member's physician verifying the unit member's absence under this leave and his/her ability to return to work, or verifying the continued illness or inability to work due to an accident. The Superintendent may require a written statement from the unit member's physician certifying medical permission to return to service at the end of this leave.

9.7 Absence Notification and Completion of Absence Affidavits

Except as otherwise provided herein, unit members shall notify the immediate supervisor as far in advance as possible of taking any of the above leaves.

The unit member shall also notify the supervisor as far in advance as possible of returning to work from any leave. If possible, the unit member shall complete the Superintendent Absence Affidavit prior to taking any leave of absence. If this is not possible then the unit member shall complete the Absence Affidavit form upon returning to work.

9.8 Catastrophic Illness or Injury Leave

9.8.1 In addition to vacation, sick leave, or other leaves, Education Code allows for Catastrophic Leave. Under the provisions of law, employees of the Trinity County Office of Education and the Trinity County Board of Education may donate eligible leave days to an employee of the office when that employee or a member of his or her immediate family (spouse, parents, children) suffers from a catastrophic illness or injury.

9.8.2 Catastrophic illness or injury means illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family whose incapacity requires the employee to take time off from work to care for a family member.

9.8.3 Eligibility for Catastrophic Leave shall be determined by the Catastrophic Leave Committee. Unit members may request a

Catastrophic Leave form from the Business Manager or County Office designee.

9.8.4 The Catastrophic Leave Committee shall be comprised of one CTA unit representative, one CSEA unit representative, and the county office Business Manager or County Office designee.

9.8.5 The Trinity County Board of Education shall donate forty (40) Catastrophic Illness Leave hours per year, in years when the committee deems that a drive is needed and appropriate. County Office employees may donate eligible leave credits in four (4) hour increments to the pool, up to 120 hours per year. Eligible leave credits means vacation leave and sick leave accrued to the donating employee.

9.8.6 Upon review by the Catastrophic Committee, eligible leave credit will be donated, from the pool, to an employee for a catastrophic illness or injury if all of the following requirements are met.

(a) The employee who is, or whose family is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the County Office.

(b) The Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.

(c) The employee has exhausted all accrued paid leave credits.

9.8.7 All transfers of eligible leave credit are irrevocable.

9.8.8 An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

9.9 Association Leave

The Association is entitled to a total of four (4) days paid leave for Association members during any school year to attend to Association business. This includes local CSEA unit business, CSEA Chapter business, CSEA Regional business, CSEA State business, and CSEA National business.

9.10 Child Rearing Leave

Upon request, a unit member who is an adopting parent may be granted a leave of absence without pay for up to one year for the purpose of rearing his/her child.

ARTICLE 10
GRIEVANCE

10.1 Definitions

10.1.1 A “grievance” is a formal written allegation by the grievant that the grievant has been adversely affected by a violation or misapplication of a specific provision of this Agreement.

10.1.2 A ‘grievant’ is a unit member or the Association.

10.1.3 A “day” is any day the County Office is open for business.

10.2 Informal Level

10.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant’s immediate supervisor. If satisfactory resolution is not achieved, the grievant shall attempt to resolve it by an informal conference with the Superintendent.

10.3 Formal Level

10.3.1 Level I

10.3.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the grievant’s immediate supervisor.

10.3.1.2 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific contract provision alleged to have been violated, the decision rendered at the informal conference, the specific remedy sought, and the names of all persons or witnesses having knowledge or believed to have knowledge of the facts.

10.3.1.3 The immediate supervisor shall communicate the decision to the unit member in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within said ten (10) days, the grievance shall

be deemed denied and the grievant may appeal to the next level.

10.3.2 Level II

10.3.2.1 In the event the grievant is not satisfied with the decision at Level I, or if the immediate supervisor doesn't respond at Level I, the grievant may submit the grievance to mediation by so notifying the Superintendent. The request shall be in writing, within ten (10) days of receipt of the decision of the immediate supervisor. If the immediate supervisor does not respond within the ten (10) days specified above, then on the fifth day after the last day when the immediate supervisor could have responded the grievant may submit a written notice to the Superintendent. The grievant, the Superintendent and Association shall then coordinate the calendaring of a mediation to be conducted by a mediator as jointly selected by the grievant and the Superintendent, or if they are unable to agree upon a mediator, then a mediator, as assigned by the California State Mediation and Conciliation Service. If the mediation does not result in a resolution of the grievance, then the grievant may appeal the grievance in writing to the Superintendent by submitting a request for a grievance hearing within ten (10) days of the date of the mediation. This Level II is optional and the grievant is not required to participate in mediation and may move directly to Level III.

10.3.3 Level III

10.3.3.1 In the event the grievant is not satisfied with the decision at Level I, or at Level II if mediation is unsuccessful, the

grievant may appeal the decision in writing within twenty (20) days to the Trinity County Board of Education.

10.3.3.2 The Trinity County Board of Education has the power to render a final and binding determination of a grievance.

10.4 General Provisions

10.4.1 Either party to a grievance, at any level/step, may have one (1) representative present during the proceeding.

10.4.2 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition shall not be made public without the written agreement of all parties.

10.4.3 If a grievance is not appealed within the time limit specified, it shall be deemed dropped.

10.4.4 Time limits set forth in these procedures may be modified by written agreement of the parties involved.

10.4.5 If the same complaint or substantially the same complaint is made by more than one (1) unit member party, only one (1) unit member, on behalf of the unit member and other complainants, may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance.

10.4.6 The filing of a grievance shall in no way interfere with the right of the Superintendent to proceed in carrying out his/her management responsibilities, subject to the final determination of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive pending the final determination of the grievance.

10.5 Any judicial proceeding to review the final and binding decision of the Trinity County Board of Education must be filed within thirty (30) days of the date the grievant receives the decision. The grievant shall be deemed to have received the decision five (5) calendar days after it is mailed to him/her by the Trinity

County Board of Education or on the day the decision is personally delivered to the grievant.

ARTICLE 11
EVALUATION PROCEDURES

11.1 Evaluations

- 11.1.1 Each permanent unit member shall be evaluated at least once every other year unless such evaluation is jointly waived in writing by the unit member and the Superintendent.
- 11.1.2 Each probationary status unit member shall be evaluated in writing no less than the third, seventh, and eleventh month during the probationary period, which shall be twelve (12) months.
- 11.1.3 The evaluator shall discuss each such written evaluation with the unit member and shall provide the unit member with a copy. The evaluator and the unit member shall sign the evaluation. The evaluator may consult with and receive information from third parties in the course of an evaluation.
- 11.1.4 Any negative written performance evaluation shall include recommendations for improvement in cited deficiencies. The unit member shall have the right to respond to negative written performance evaluations. Any response shall be in writing and submitted within ten (10) work days of receipt of the evaluation and shall be placed in the personnel file.
- 11.1.5 The evaluation shall not be based on non-verified or unsubstantiated information.
- 11.1.6 No evaluator shall base any comment or rating in any way upon an employee's participation in Association activities.

ARTICLE 12
EMPLOYEE PERSONNEL FILES

12.1 Unit Member Personnel Files

12.1.1 A unit member may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment except materials which:

- (a) are obtained prior to his/her employment;
- (b) were prepared by identifiable examination committee members;
or
- (c) were obtained in connection with a promotional examination.

12.1.2 A unit member may inspect such material in his/her personnel file, with the exception of the above specified items, during the normal business hours of the Superintendent at times other than when the unit member is required to render service unless the unit member's normal work day is the same as the normal business hours of the Superintendent. In that event, the unit member may inspect the file for up to one hour during regular working hours with no loss of pay. Such inspection shall take place under the supervision of a Superintendent Administrator or designee. Association representatives may so inspect a unit member's personnel file with the written authorization of the unit member.

12.1.3 No materials of a derogatory nature, except the above specified items, may be placed in a unit member's personnel file without allowing the unit member an opportunity to review the comment thereon within five (5) working days of receipt of the materials. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review shall take place during the normal business hours of the Superintendent and at times when the unit member can be spared from duty, as determined by the supervisor. The unit member shall be released from duty for a reasonable period of time without loss of pay. The unit member shall submit a request in

advance to the supervisor to leave the normal place of work during assigned duty times for such review and comment.

12.1.4 All material placed in a unit member's personnel file shall be dated and signed by the contributor.

12.1.5 The personnel file of each unit member shall be kept confidential in the Superintendent's offices.

ARTICLE 13
HEALTH AND SAFETY

- 13.1 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well being.
- 13.2 Upon notification, the Superintendent shall eliminate or correct any unsafe or hazardous condition.
- 13.3 The Superintendent shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq.) and regulations relating thereto (Title 8, California Code of Regulations, Section 3.3).
- 13.4 A bargaining unit member may refuse any directions that she/he feels could reasonably endanger anyone's life, safety and/or welfare. No bargaining unit member may be required to perform duties that would or possibly could endanger one's life, safety, or welfare unless a state of emergency has been declared by a government entity having the authority to do so and the bargaining unit member has been pressed into service as a "disaster service worker" under Government Code 3100 by a person having the authority to command citizens in the execution of her/his duties. Bargaining unit members may refuse any direction by person(s) until adequate proof of their authority is provided.
- 13.5 In the event of an emergency school or County Office closure, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits.
- 13.6 The Superintendent shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth to mouth breathers, first aid book, flashlight, and basic first aid supplies.
- 13.7 The Superintendent shall provide Hepatitis B vaccine injections at no cost for unit members who request such vaccination.
- 13.8 No bargaining unit members shall be required to transport pupils in private vehicles. Should the Superintendent request or require that a unit member transport a pupil or pupils in a vehicle owned by the County, the

Superintendent shall provide full primary liability coverage for any liability which may occur during such assignment. Unit members shall be provided with documentation of primary liability coverage, which shall be carried in the vehicle during such assignment.

ARTICLE 14
HOLIDAYS

- 14.1 The following shall be the holiday schedule for unit members:
- | | | |
|-----|--|----------------------------|
| 1. | July 4 (for 12 month employees only) | Independence Day |
| 2. | The 1 st Monday in September | Labor Day |
| 3. | September 9 | Admission's Day |
| 4. | November 11 | Veteran's Day |
| 5. | The last Thursday in November | Thanksgiving Holiday |
| 6. | The Friday following the last Thursday in November | Thanksgiving Holiday |
| 7. | December 24 (for 12 month employees only) | Christmas Holiday |
| 8. | December 25 | Christmas Holiday |
| 9. | January 1 | New Year's Day |
| 10. | The 3 rd Monday in January | Martin Luther King Jr. Day |
| 11. | February 12 | Lincoln's Day |
| 12. | The 3 rd Monday in February | President's Day |
| 13. | Easter Holiday | Good Friday |
| 14. | The last Monday in May | Memorial Day |
- 14.2 The unit member shall take the holiday on the day it is scheduled at the site at which the unit member works if different from the dates set forth in 14.1.
- 14.3 Unit members who work in the main office of the Trinity County Office of Education who are entitled to the Admission's Day holiday shall schedule such holiday on any day upon advance approval of the Superintendent or designee.
- 14.4 Unit members who work at a site other than the main office of the Trinity County Office of Education shall schedule the Admission's Day holiday on the day the work site takes the holiday. If the work site does not take the Admission's Day holiday, then the unit member shall schedule such holiday on any day when the services of the unit member are not required at the site

upon advance approval of the Superintendent or the unit member's supervisor or receive an extra day of pay at the option of the unit member.

- 14.5 Lincoln's Day shall be scheduled on a Friday or Monday as selected by the Superintendent if February 12 is not a Monday or Friday.
- 14.6 Unit members are entitled to holidays as required by Education Code Section 45203.
- 14.7 To be entitled to any of the above paid holidays, a unit member must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 14.8 When one of the above holidays falls on a Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays falls on Saturday, the preceding Friday shall be deemed to be that holiday.
- 14.9 Unit members assigned by the Superintendent to work on one of the above holidays shall be paid or given compensatory time off for such work, in addition to the regular rate of pay, at one and one-half times the regular rate of pay.

ARTICLE 15
VACATIONS

- 15.1 Unit members shall earn paid vacation time in the following manner:
- 15.1.1 Unit members employed less than twelve (12) months shall accrue annual vacation pay at the rate of five-sixths of a day (.83330 for each calendar month worked prorated by the percentage that the hours/days worked are to twelve months. *The pro-ration is as follows: .0385 per day x 21/66 days in a month x 12 months = 10 days per year; where .8333 per month x 12 months = 10 days.* Vacation pay shall be based on actual hours worked exclusive of overtime. Such vacation pay shall be incorporated into annual salary determinations and paid monthly.
- 15.1.2 Unit members who work irregular hours shall be paid on time sheets and have vacation pay added to their last paycheck of the school year.
- 15.2 Pay for vacation days for all bargaining unit members shall be the same as that which the unit member would have received had he/she been in a working status.
- 15.3 Upon separation from service, a unit member shall be entitled to a lump sum compensation of all earned and unused vacation, except those unit members who have not completed six (6) months of Superintendent employment in regular status shall not be entitled to such compensation.
- 15.4 A holiday falling within a vacation period shall not constitute a vacation day.
- 15.5 A unit member must have been employed for at least six (6) months before taking vacation.
- 15.6 Vacations for unit members employed 11 or 12 months per year shall be scheduled as far in advance as possible, within the work requirements of the Superintendent, as determined by the Superintendent, upon the approval of the Superintendent or designee. Unit members employed 11 or 12 months per year may schedule vacation as it is accrued, subject to the provisions of the prior sentence. Unit members employed 11 or 12 months per year may carryover, from year to year, an amount not to exceed the amount earned in a year.

ARTICLE 16
DISCIPLINE

16.1 Discipline

A permanent unit member may be subject to disciplinary action by the Superintendent/designee for cause. Disciplinary action is deemed to include only dismissal, demotion, or suspension without pay for six (6) or more working days. A suspension without pay for five (5) or fewer working days is not subject to the provisions of this Article. The Superintendent may suspend a unit member without pay for five (5) or fewer days without compliance with the provisions of this Article.

16.2 Cause

A unit member may be subject to disciplinary action for cause. Causes for disciplinary action include, but are not limited to the following:

- (a) Incompetence or inefficiency in the performance of the duties of his/her position.
- (b) Insubordination, including, but not limited to, refusal to do assigned work or refusal to follow directives of the Superintendent or the unit member's supervisor.
- (c) Negligence in the performance of duty or in the care or use of property.
- (d) Falsifying any information supplied to the Superintendent, including, but not limited to, information supplied on application forms, employment records, or any other Superintendent records.
- (e) Failure or inability to perform duties and responsibilities assigned to a unit member's position.
- (f) Discourteous, offensive, or abusive conduct or language toward other unit members, staff members, pupils or the public.
- (g) Dishonesty.
- (h) Drinking alcoholic beverages on the job or reporting to work while under the influence of intoxicating liquor.
- (i) Possession of or addiction to the use of any drugs or narcotics or any drug or narcotic offense as defined in Education Code Section 44011.

Unauthorized use of narcotics; controlled substances, or habit forming drugs; use of any medication or other substance as to cause detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position.

- (j) Conviction of any crime involving moral turpitude.
- (k) Conviction of a felony, conviction or arrest for any sex offense as defined in the Education Code Section 200-263, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
- (l) Repeated or unexcused absence or tardiness or absence or repeated tardiness without authority or sufficient reason.
- (m) Abuse of illness leave privileges.
- (n) Offering of anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment or the accepting of anything of value or any service in exchange for granting special treatment to another unit member or to any member of the public.
- (o) Conduct which adversely affects the employee's ability to perform the duties and responsibilities of his/her position.
- (p) Unauthorized entry, copying, possession, use or viewing of personnel or confidential files, documents or information.
- (q) Violation of the Superintendent's sexual harassment policy.
- (r) Conviction of any crime involving moral turpitude or the use, possession, sale or transporting of any illegal, restricted, regulated or controlled substance or drug, including, but not limited to, marijuana or any of its derivatives or extracts.
- (s) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or

otherwise necessary for the employee to perform the duties of this position.

- (t) Consistent with applicable law, physical or mental disability which disability precludes the employee from the proper performance of his/her duties and responsibilities, as determined by competent medical authority.
- (u) For employees who drive a vehicle in the regular course of their employment: Failure to satisfy the insurability requirement of the Superintendent's insurance carrier under the Superintendent's regular insurance policies. The Superintendent's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- (v) Abandonment of position.
- (w) Revealing confidential information, including, but not limited to, personnel and student records.

16.3 Abandonment

A unit member shall be deemed to have abandoned his/her position if the unit member fails to show up for work and perform his/her duties for five (5) consecutive days. If the Superintendent or designee determines that a unit member has abandoned his/her position then the Superintendent or designee shall send a notice of the proposed discipline as described in Section 16.5 and following the procedures described thereafter.

16.4 Limitation of Time

No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the Superintendent, or unless such cause was one of two or more causes providing the basis for the disciplinary action or unless such cause was part of a course of conduct extending more than two (2) years back in time.

16.5 Notice of Proposed Discipline

Prior to sending the notice of proposed discipline referenced in Section 16.6, a notice of potential discipline shall be written in ordinary and concise language and mailed by registered or certified mail to the unit member with a copy sent to the CSEA Labor Representative. The notice shall include the items specified in Sections 16.6 (a) through (c) and a description of the proposed type of discipline to be imposed. The employee may respond orally or in writing within five (5) working days of the date the notice of potential discipline is served upon the employee. If after consideration of the oral or written response of the employee discipline is pursued, then the procedure described in Section 16.6 shall be followed.

16.6 Notice

Prior to the imposition of discipline, a notice of disciplinary action shall be written in ordinary and concise language and served in person or by registered or certified mail on the unit member. The notice shall indicate:

- (a) The specific acts, omissions or reasons upon which the disciplinary action is based.
- (b) A statement of the cause or causes for the disciplinary action.
- (c) The specific rule or regulation, if any, of the Superintendent or Education Code that the unit member is alleged to have violated. Such rule or regulation shall be set forth in said notice.
- (d) The unit member's right to a hearing before the Superintendent.
- (e) The deadline to request a hearing before the Superintendent.
- (f) The date the discipline will be effective.
- (g) A card or paper for the unit member to sign in order to deny the charges and request an appeal.
- (h) Copies of any and all evidence or documents proposed to be used against the unit member.
- (i)

16.7 Response

The unit member shall have the right to respond in written form to the notice of disciplinary action provided said written response is personally delivered to the Superintendent or designee at or prior to the hearing, if any is requested. The unit member shall have the right to be represented at all stages of the disciplinary action.

16.8 Request for Hearing

A hearing shall be scheduled before the Superintendent. At the hearing, evidence shall be presented on which the charges are based. The unit member shall have the right to respond either orally or in writing and to present any documentary or oral testimony. The Superintendent shall consider the oral and documentary evidence introduced by the unit member and shall determine whether or not the proposed discipline shall be imposed as set forth in the notice of disciplinary action or modified or not imposed. If the Superintendent decides to impose the discipline, he shall, by personal service or by certified mail, return receipt requested, deliver to the unit member a notification of disciplinary action and set forth the date when such disciplinary action shall be effective. If as a result of the hearing the Superintendent does not sustain the charges against the unit member the unit member shall receive full salary and benefits for the time the unit member was suspended. If the unit member does not request a hearing, the discipline shall be imposed as set forth in the notice of disciplinary action.

16.9 Suspension

Notwithstanding any of the above, the Superintendent/designee has the right to suspend a unit member immediately, without pay, pending dismissal provided that all the above procedures are followed as soon as possible after the suspension commences and further provided that if the charges for which the basis of the disciplinary action are not sustained by the Superintendent, the unit member shall receive salary and benefits as determined by the Superintendent for all or any portion of the time the unit member was suspended.

16.10 Rights of the Employee

The employee shall be entitled to the following:

- (a) Be represented by counsel or any other person at such hearing,
- (b) Testify under oath,
- (c) Cross-examine all witnesses,
- (d) Present evidence, and
- (e) Argue the case.

16.11 Evidence

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of existence of any common law or statutory rule which might make improper an admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

16.12 Report of Hearings

Hearings may be conducted without a court reporter unless the unit member requests in writing, at least three (3) full business days before the day set for the hearing, that such hearing be reported or recorded by a court reporter and pays the cost or fee for such court reporter.

16.13 Transcripts of Hearings

The cost of any transcript shall be borne by the party requesting the transcript. If all parties wish to have transcripts, the cost shall be borne equally among the parties.

ARTICLE 17

LAYOFF, REDUCTION IN HOURS AND RE-EMPLOYMENT

17.1 Definitions

17.1.1 'Classification' means a particular employment position, as listed in Attachment 1.

17.1.2 "Length of Service" means date of hire in probationary status within a classification in the County Office of Education. The date of hire shall be adjusted accordingly by periods of:

- (a) Unpaid leave of more than sixty (60) consecutive calendar days,
- (b) Layoff,
- (c) Voluntary military service, and
- (d) Suspension without pay.

17.1.3 "Layoff" means a reduction of hours or a termination of employment for non-disciplinary reasons. A reduction of hours voluntarily consented to is considered a layoff for purposes of re-employment if reduction is to avoid layoff.

17.2 Layoff Procedure

17.2.1 Cause for Layoff. Unit members shall be subject to layoff due to lack of work, lack of funds, reduction or elimination of services being performed by any department, as a result of displacement (bumping) or as otherwise permitted by law.

17.2.2 Order of Notice of Layoff. Any proposed layoffs shall be identified by classification. The order of layoff shall be based on seniority within that classification. The employee with the least seniority within the classification whose assignment is being eliminated shall be laid off first, except as provided herein. Notwithstanding the above, it is agreed and understood that the Superintendent has the right to discontinue a function or service performed by a particular position within a classification.

17.2.3 Seniority List. Prior to any layoff, the Superintendent shall post a seniority list of unit members. The Superintendent shall also provide a copy of the seniority list to the President of the Association. Seniority is based upon first day of paid service in a classification as a probationary employee.

17.2.3.1 In the case of two or more unit members having identical seniority, the seniority shall be determined by lot. The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority that seniority shall remain in effect while the unit member is employed by the Superintendent.

17.3 Notice of Layoff

17.3.1 When, as a result of the expiration of a specially funded program, unit members' positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice on or before May 29. Such notice shall inform the unit members of their layoff effective at the end of such school year; their displacement rights, if any; and their re-employment rights. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty five (45) days prior to the effective date of the layoff. (EC 45117 (a)).

17.3.2 When, as a result of a reduction or elimination of the service being performed by any department, and unit members shall be subject to layoff for lack of work, affected unit members shall be given notice of layoff not less than forty- five (45) days prior to the effective date of layoff and informed of their displacement rights, if any, and re-employment rights. (EC 45117(b)).

17.3.3 Duplicate layoff notices shall be provided to the Association President.

17.3.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Superintendent without the notice required by aforementioned subsections.

17.4 Options of Unit Members Notified of Layoff. The Superintendent or his/her Designee shall notify a unit member whose position has been reduced or eliminated that he/she must select one of the following options within ten (10) working days of the date of the layoff notice. Except for options (e) and (f), the following options are listed in priority order, and the unit member must select the first applicable option. The unit member has the right to select options (e) and (f) regardless of availability of other options listed. Prioritized options are as follows:

- (a) Select a vacant, established position in the same classification which has more hours, the same hours, or the option of a position with less hours of employment.
- (b) Displace the least senior employee in the same classification or a less senior employee in the region in the same classification who has more hours or the same hours. The employee may also select the option of a position with less hours of employment. *The regions are as follows: Mountain Valley Unified School District, Trinity Union High School district boundaries.
- (c) Select in another classification a vacant, established position in which the employee has previously completed the probationary period, which has an equal or less amount of hours of employment and for which the employee possesses the required licenses or certificates.
- (d) Displace the least senior employee, provided the laid off employee has more seniority than said employee, in another classification in which the employee has previously completed

the probationary period, which has an equal or less number of hours of employment, and for which the employee possesses the required licenses or certificates.

(e) Elect to be laid off.

(f) Elect to retire.

17.5 Re-employment Rights

17.5.1 Re-employment shall be in reverse order of the layoff provided re-employment offers shall be made first to the most senior laid off employee. Unit members who are laid off shall be placed on a re-employment list and shall remain on that list and be eligible for re-employment in their former classification for a period of thirty-nine (39) months. (EC 45298 & EC 45308).

17.5.2 Unit members who voluntarily accept demotions or reductions in hours in lieu of layoff shall be granted the same rights as persons laid off and shall remain on the re-employment list for a period no less than sixty-three (63) months, provided that the same tests of fitness under which they originally qualified for appointment to the classification shall still apply. (EC 45298)

17.5.3 Laid off employees shall be re-employed in preference to new applicants within the classification from which the employee was laid off. Such unit members shall have the right to apply for promotional positions within the County Office of Education during the thirty-nine (39) month period. (EC 45298)

17.5.4 Upon re-employment after layoff, an adjusted date of hire shall be established.

17.5.5 Refusal of two (2) offers of re-employment to the classification from which the employee was laid off shall cause removal from the list and the loss of any re-employment rights.

17.5.5.1 Declining an offer of re-employment of fewer hours of employment than held at time of layoff shall not constitute a refusal of re-employment.

- 17.5.5.2 Declining an offer of re-employment that is further than fifty (50) miles round-trip from the previously assigned site shall not constitute a refusal of employment.
- 17.5.6 Offers of re-employment shall be made either by personal service or via U.S. Certified Mail addressed to the last address of record in the County Office of Education. Failure to respond within ten (10) calendar days from the date of personal service or date of the offer of re-employment letter shall be deemed a refusal of that offer of re-employment. It is the responsibility of each unit member on a re-employment list to file a current mailing address with the Superintendent and to notify the County Office of Education of specific time periods that he/she will be unavailable for personal or mail contact.
- 17.5.7 A unit member who is laid off and subsequently rehired from a re-employment list shall have the accrued sick leave balance as of the date of layoff reinstated.
- 17.5.8 Upon re-employment in the classification from which laid off, a unit member shall be placed on the former step of the salary range if it exists. If it does not exist the unit member shall be appropriately placed on the basis of the criteria for placement currently being used.
- 17.5.9 If the employee accepts re-employment, he/she shall have no more than fifteen (15) calendar days in which to report to work.
- 17.5.10 Notwithstanding any other provisions of law, any unit member who elects service retirement in lieu of layoff through the Public Employees' Retirement System (PERS) shall be placed on the appropriate re-employment list. The County Office of Education shall notify the Board of Administration of the PERS that the retirement was a result of a bona fide layoff. If the employee is subsequently subject to re-employment and accepts, in writing, re-employment in an appropriate vacancy, the County Office of Education shall maintain the vacancy until the Board Administration of PERS has properly processed the employee's request for re-instatement from retirement. (EC 45115)

17.6 General provisions

17.6.1 Unit members who have been notified of layoff shall be entitled to use two (2) Personal Necessity Days to seek other employment.

17.6.2 If the Superintendent reinstates hours, he may do so in any configuration he/she deems necessary for the effective operations of the County Office of Education. For example, if the Superintendent completely lays off a 6-hour employee, he/she need not re-employ the person for the full 6 hours; but, may choose to re-employ the employee at any level of time fewer than 6 hours should the Superintendent so desire.

17.6.3 In the event of a layoff, non-bargaining unit members shall not be used in the classification in which said layoff occurred.

17.6.4 Laid off unit members on the re-employment list shall be placed on a substitute list for each classification in which they are qualified.

17.6.5 This concludes negotiation of all aspects of the impact of layoff, and in the event of layoff, the Superintendent and the Association specifically waive negotiation regarding the impact of layoff of unit members.

ARTICLE 18

CONCERTED ACTIVITIES

- 18.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the Superintendent by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

ARTICLE 19

Classified BENEFITS

19.1 Each full-time unit member shall be entitled to receive the following insurance benefits. Full-time employees shall be defined as those employees who work a minimum of four hours per day average, during the school term. Employees who are employed six and one half (6.5) hours or more shall receive full Insurance Benefits. Employees who are employed four hours per day but less than six and one half (6.5) hours per day shall participate in the payment of the contribution based on percent of time worked.

19.1.1 Medical benefit coverage provided by Shasta-Trinity Schools Insurance Group, Plan, C & C-2, with tiered rates as requested *as agreed to, and reviewed annually*. TCOE shall fund employees up to Plan C (employee only and employee +1), and Plan C-2 (employee +2) with CAPS negotiated in 2009.

19.1.2 Dental/Vision Benefits **provided by Shasta-Trinity Schools Insurance Group**. Dental Plan is provided by Delta Dental with the Superintendent's maximum monthly contribution of \$75.00 for the 2009-2010 school year. Vision Plan is provided by VSP with the Superintendent's maximum monthly contribution of \$26.00. **and reviewed annually**.

In recognition of long and faithful service to the Trinity County Office of Education, the County Office of Education shall extend medical, dental, and vision benefits to retired employees who meet the following criteria:

*In order to be eligible for medical, **dental, and vision** benefits, the employee must be retired and must stay retired under the STRS or PERS regulations.*

19.1.2.1 15 years of TCOE service
Age 50-54: ~~25%~~ TCOE contribution
Age 55-65: 40% TCOE contribution for classified employees hired before 1/1/01.

19.1.2.2 20 years of TCOE service
Age 50-54: 35% TCOE contribution
Age 55-65: 50% TCOE contribution

19.1.2.3 Age 65 and over: May purchase policy at full price.

ARTICLE 20

EMERGENCY PROVISION

- 20.1 The Superintendent retains the right to amend, modify or rescind policies, practices and provisions referred to herein in this Agreement in the event of an emergency. An “emergency” is defined as a natural or man-made disaster, act of God, war, fire, or other serious occurrence beyond the control of the Superintendent which interferes with the normal operations of the Superintendent. Issues arising out of the exercise of the provisions of this article, including the facts underlying such exercise, shall be expressly excluded from the grievance procedure contained in this Agreement.

ARTICLE 21

EFFECT OF AGREEMENT

- 21.1 It is understood and agreed that specific provisions contained in this Agreement shall prevail over Superintendent practices and procedures to the extent permitted by the State law and that in the absence of specific provisions in the Agreement such practices and procedures are discretionary.

ARTICLE 22

COMPLETION OF MEETING AND NEGOTIATING

- 22.1 This Agreement constitutes the full and complete agreement of the Association and the Superintendent on all the articles included herein. The Association and the Superintendent agree to meet at mutually convenient times during the term of this Agreement, upon the request of either of them, to discuss items of mutual concern within the scope of negotiations and/or the implementation or interpretation of any of the articles herein.

ARTICLE 23

TERM

- 23.1 This Agreement shall remain in full force and effect from July 1, 2008 up through and including June 30, 2011.
- 23.2 Notwithstanding any of the foregoing, both parties hereto shall have the right to reopen negotiations on Article 7, "Compensation", and any two other single articles in this Agreement or topics within the scope of negotiation by giving the other party written notice of such intent to reopen by April 1 of each year and providing the other party with a detailed proposal to modify, amend or terminate any such article.

ARTICLE 24

TRANSFERS AND FILLING OF VACANCIES

- 24.1 "Transfer" is defined as a change of job location within classification.
- 24.2 A "vacancy" is defined as any classified position which has been vacated, and which the Superintendent intends to fill, or any new classified position.
- 24.3 Notices of vacant positions shall be sent to all unit members in the classification of the vacancy for the purpose of transfer. If more than one unit member requests a transfer to the vacant position, the unit member most qualified shall be transferred to that position.
- 24.3.1 If two or more applicants are found by the District to be equally qualified, then the applicant with the greatest seniority within the classification shall be appointed to the position.
- 24.4 After all transfers have been made, vacancies within the unit shall be posted in a prominent location at each major work location in the District for ten (10) work days or less, if mutually agreed upon. The notices shall contain a description of the position and a deadline for the application. The District shall notify the Association within thirty (30) calendar days in the event that it does not intend to fill a vacancy.
- 24.4.1 Transfer requests shall be considered before other applicants
- 24.4.2 The District will not fill any unit vacancy with substitute employee(s) for more than sixty (60) calendar days, unless otherwise agreed to by CSEA and the District.
- 24.4.3 All bargaining unit applicants shall be entitled to be tested and considered, as long as the applicant meets the minimum requirements for the position.
- 24.4.4 If applicants are judged by the interview committee to be equally qualified, the most senior applicant shall be selected.
- 24.4.5 A unit member who does not satisfactorily complete the probationary period for a promotion position shall be entitled to return to her/his former position in the District.

ARTICLE 25
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
 9 day of November, 2009.

TRINITY COUNTY SUPERINTENDENT
OF SCHOOLS

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION

By: _____

By: _____

By: _____

By: _____

ATTACHMENT I
POSITIONS WITHIN THE UNIT

Shall include: All regular full-time and part-time classified employees

Shall Exclude:

Short-term employees, substitute employees

Management, supervisory and confidential employees, including the Director of Business Services, Business Assistant and Administrative Secretary.

ATTACHMENT 2
SALARY SCHEDULE

ATTACHMENT 3
INSURANCE

Medical insurance is provided through Shasta-Trinity Schools Insurance Group, Blue Cross Preferred Provider Plans C or C-2, for the unit member and eligible dependents. For the 2009 -2010 school year enrollment and rates are based on the tiered rate structure.

For the 2009-2010 school year, enrollment and rates are based on the tiered rate structure as provided through Shasta-Trinity School Insurance Group, Blue Cross Preferred Provider Plans C or C-2. The cap shall be based on the dollar amount necessary to fund employees and Plan B (employee only and employee +1) and Plan C (employee + 2). This cap shall be calculated and determined based on the total employees enrolled during the 2009-2010 open enrollment.

Dental Plan is provided by Delta Dental with the Superintendent's maximum monthly contribution of \$72.00, for the 2009-2010 school year.

Vision Plan is provided by VSP with the Superintendent's maximum monthly contribution of \$26.00, for the 2009-2010 school year.