

**A G R E E M E N T**

**PLACER COUNTY OFFICE OF EDUCATION**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**PLACER COUNTY SCHOOL SERVICE EMPLOYEES CHAPTER #479**

**TERM: July 1, 2024 through June 30, 2027**

# TABLE OF CONTENTS

|  |    |
|--|----|
| PREAMBLE.....  | 1  |
| ARTICLE I – RECOGNITION.....   | 2  |
| 1.1    Acknowledgement.....  | 2  |
| 1.2    Scope of Representation.....                                      | 2  |
| ARTICLE II – ORGANIZATIONAL SECURITY AND OTHER DEDUCTIONS.....           | 2  |
| 2.1    Check Off.....  | 2  |
| 2.2    Other Deductions .....  | 3  |
| ARTICLE III – EMPLOYEE RIGHTS.....                                       | 3  |
| 3.1    Permanent Service.....  | 3  |
| 3.2    Personnel Files .....   | 4  |
| 3.3    Evaluation .....  | 5  |
| ARTICLE IV – ORGANIZATIONAL RIGHTS.....                                  | 5  |
| 4.1    CSEA Rights .....   | 5  |
| ARTICLE V – GRIEVANCE PROCEDURE .....                                    | 7  |
| 5.1    Policy .....  | 7  |
| 5.2    Definitions.....  | 7  |
| 5.3    Time Limits.....  | 8  |
| 5.4    Presentation.....   | 8  |
| 5.5    Representation.....   | 8  |
| 5.6    Formal Grievance (Step 1).....                                    | 8  |
| 5.7    Formal Grievance (Step 2).....                                    | 9  |
| 5.8    Formal Grievance.....   | 9  |
| 5.9    No Reprisals.....   | 10 |
| 5.10    Skipping .....   | 11 |
| 5.11    Separate File .....  | 11 |
| ARTICLE VI – HOURS AND OVERTIME.....                                     | 11 |
| 6.1    Lunch Period.....   | 11 |
| 6.2    Rest Periods .....  | 11 |
| 6.3    Workday Schedule and Flex Office Hours.....                       | 12 |
| 6.4    Shift Differential .....  | 13 |
| 6.5    Overtime for Employees Receiving Shift Differential .....         | 13 |
| 6.6    Workweek Schedule.....  | 13 |
| 6.7    Compensation for Overtime .....                                   | 13 |
| 6.8    Compensatory Time Off.....  | 14 |
| ARTICLE VII – PCOE HOLIDAY SCHEDULE .....                                | 14 |
| ARTICLE VIII – PAY AND ALLOWANCES .....                                  | 14 |
| 8.1    Frequency - Once Monthly.....                                     | 14 |
| 8.2    Salary Compensation .....   | 15 |
| 8.3    Longevity .....   | 15 |
| 8.4    New Employee Placement.....                                       | 15 |
| 8.5    Anniversary Date .....  | 15 |
| 8.6    Step Advancement with Salary Ranges.....                          | 15 |
| 8.7    Salary on Promotion.....  | 16 |
| 8.8    Salary on Demotion.....   | 16 |
| 8.9    Salary on Reclassification of Position.....                       | 16 |
| 8.10    Computation of Payment.....                                      | 16 |
| 8.11    Compensation during Required Training Periods .....              | 17 |
| 8.12    Compensation for an Employee Working Out of Classification ..... | 17 |
| ARTICLE IX – EMPLOYEE EXPENSES .....                                     | 17 |
| 9.1    Tuberculosis Examination.....                                     | 17 |
| 9.2    Reimbursement .....   | 17 |
| 9.3    Mileage .....   | 18 |
| 9.4    Conference Attendance .....                                       | 18 |
| ARTICLE X – HEALTH AND WELFARE BENEFITS.....                             | 18 |
| 10.1    Health Benefits Cap .....  | 18 |
| 10.2    Employee and Dependent Insurance Coverage .....                  | 18 |
| 10.3    Health Insurance upon Retirement .....                           | 19 |
| 10.4    Section 125 Flexible Benefit Plan.....                           | 21 |
| ARTICLE XI – HOLIDAYS.....   | 21 |
| 11.1    Regular Holidays.....  | 21 |

|       |   |    |
|-------|---|----|
| 11.2  | Special Holidays .....  | 21 |
| 11.3  | Eligibility .....   | 21 |
| 11.4  | Holidays at Winter Break.....                                 | 21 |
| 11.5  | Canceled School Day.....                                      | 22 |
| 11.6  | Sunday Holidays .....   | 22 |
| 11.7  | Saturday Holidays .....                                       | 22 |
|       | ARTICLE XII – VACATION .....                                  | 22 |
| 12.1  | Vacation Accrual.....   | 22 |
| 12.2  | Payment on Termination .....                                  | 23 |
| 12.3  | Vacation Scheduling .....                                     | 23 |
| 12.4  | Vacation Accrual Changes due to Reduction in Work Hours ..... | 24 |
|       | ARTICLE XIII – LEAVES .....                                   | 24 |
| 13.1  | General Terms Governing Leave .....                           | 24 |
| 13.2  | Bereavement Leave.....  | 25 |
| 13.3  | Jury Duty.....  | 25 |
| 13.4  | Military Leave.....   | 25 |
| 13.5  | Sick Leave.....   | 25 |
| 13.6  | Industrial Accident and Illness Leave .....                   | 26 |
| 13.7  | Extended Sick Leave.....                                      | 28 |
| 13.8  | Catastrophic Leave.....                                       | 29 |
| 13.9  | Personal Necessity Leave.....                                 | 30 |
| 13.10 | Medical Appointments.....                                     | 31 |
| 13.11 | Paid Parental Leave.....                                      | 32 |
| 13.12 | Retraining and Study Leave .....                              | 32 |
| 13.13 | General Leave .....   | 33 |
| 13.14 | Family Care Leave .....                                       | 33 |
| 13.15 | Volunteer Emergency Response Service Leave .....              | 33 |
| 13.16 | Absences due to Emergency Closures.....                       | 33 |
| 13.17 | Mandatory Evacuations .....                                   | 34 |
|       | ARTICLE XIV – TRANSFERS .....                                 | 34 |
| 14.1  | Involuntary Transfers .....                                   | 34 |
| 14.2  | Voluntary Transfer .....                                      | 35 |
|       | ARTICLE XV – PROMOTION .....                                  | 36 |
| 15.1  | Definitions.....  | 36 |
| 15.2  | Consideration .....   | 36 |
| 15.3  | Notice Contents.....  | 36 |
| 15.4  | Filing:.....  | 36 |
| 15.5  | Certification of Applications .....                           | 36 |
| 15.6  | Selection of Applicant .....                                  | 37 |
|       | ARTICLE XVI – CLASSIFICATION AND RECLASSIFICATION.....        | 37 |
| 16.1  | Placement in Class .....                                      | 37 |
| 16.2  | Classification and Reclassification Requirement .....         | 37 |
| 16.3  | New Positions or Classes of Positions .....                   | 37 |
| 16.4  | Salary Placement.....   | 37 |
| 16.5  | Incumbent Rights .....  | 37 |
| 16.6  | Downward Adjustment.....                                      | 37 |
|       | ARTICLE XVII – LAYOFF AND RE-EMPLOYMENT .....                 | 38 |
| 17.1  | Layoff.....   | 38 |
| 17.2  | Order of Layoffs.....   | 38 |
| 17.3  | Notice of Layoff.....   | 38 |
| 17.4  | Improper Layoff.....  | 39 |
| 17.5  | Displacement (Bumping) Rights .....                           | 39 |
| 17.6  | Re-employment Rights.....                                     | 40 |
| 17.7  | Seniority.....  | 41 |
| 17.8  | Sick Leave Hours .....  | 41 |
| 17.9  | Vacation and Compensatory Time .....                          | 41 |
|       | ARTICLE XVIII – DISCIPLINARY ACTION .....                     | 41 |
| 18.1  | Exclusive Procedure.....                                      | 41 |
| 18.2  | Disciplinary Procedure.....                                   | 41 |
| 18.3  | Emergency Suspension .....                                    | 43 |
|       | ARTICLE XIX – PROFESSIONAL GROWTH .....                       | 43 |
| 19.1  | Purpose .....   | 43 |

|        |   |    |
|--------|---|----|
| 19.2   | Eligibility .....                               | 43 |
| 19.3   | Qualifying Courses.....                         | 43 |
| 19.4   | Course Approval Guideline.....                  | 44 |
| 19.5   | Submission of Completed Units.....              | 45 |
| 19.6   | Compensation for Credits Earned .....           | 45 |
|        | ARTICLE XX – SAFETY .....                       | 45 |
| 20.1   | Procedures.....                                 | 45 |
|        | ARTICLE XXI – CONTRACTING OUT.....              | 46 |
| 21.1   | Notice to CSEA.....                             | 46 |
|        | ARTICLE XXII – NEGOTIATION PROCEDURES .....     | 46 |
| 22.1   | Successor Contract.....                         | 46 |
| 22.1.1 | Negotiation Procedures .....                    | 46 |
| 22.2   | Released Time.....                              | 46 |
|        | ARTICLE XXIII – DURATION .....                  | 47 |
| 23.1   | Term.....                                       | 47 |
| 23.2   | Reopeners.....                                  | 47 |
|        | ARTICLE XXIV – APPLICATION .....                | 47 |
| 24.1   | Priority of Agreement .....                     | 47 |
| 24.2   | Application.....                                | 47 |
|        | ARTICLE XXV – SAVINGS.....                      | 47 |
| 25.1   | Savings Clause .....                            | 47 |
| 25.2   | Renegotiation .....                             | 48 |
|        | APPENDIX A – ALPHABETICAL LIST OF CLASSES ..... | 49 |
|        | APPENDIX B - CLASSIFIED SALARY SCHEDULE .....   | 52 |
|        | APPENDIX C - CLASSIFIED EVALUATION FORM .....   | 54 |

## **PREAMBLE**

This Agreement is made and entered into this 10<sup>th</sup> day of November 2015, by and between PLACER COUNTY OFFICE OF EDUCATION, hereinafter referred to as the PCOE, and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its PLACER COUNTY SCHOOL SERVICE EMPLOYEES CHAPTER NO. 479, hereinafter referred to as CSEA.

The purpose of this Agreement is to promote the improvement of employer/employee relations, provide an equitable and peaceful procedure for the resolution of difference, and establish salaries and terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Government Code Section 53200 and the following: leave and transfer policies, safety conditions of employment, class size, procedures to be used for evaluation of employees, organizational security pursuant to Government Code Section 3546, and procedures for grievances pursuant to Sections 3548.5, 3548.6, 3548.7 and 3548.8 (Section 3543.2).

## ARTICLE I – RECOGNITION

### 1.1 Acknowledgement:

The PCOE hereby acknowledges that the CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that lawfully are Certificated, Management, Confidential, or Supervisory shall be assigned to the bargaining unit. The PCOE shall advise the CSEA, in writing, of any new Confidential or Supervisory positions prior to reassignment. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the PCOE and the CSEA subject to the rules of the PERB.

### 1.2 Scope of Representation:

The scope of representation shall be limited to matters relating to wages, hours of employment, and all other terms and conditions of employment as defined in Government Code Section 3543.2.

## ARTICLE II – ORGANIZATIONAL SECURITY AND OTHER DEDUCTIONS

### 2.1 Check Off:

The CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the PCOE.

CSEA hereby certifies that it will maintain individual employee authorizations for payroll deductions for union dues and therefore will not submit to PCOE copies of said authorizations in order for the payroll deductions to be effective, unless a dispute arises about the existence or terms of the written authorization.

CSEA shall provide PCOE with written notification of all new employees for whom dues are to be withheld via payroll deduction. CSEA shall also provide the PCOE with written notification of any cancellations or changes to employee authorizations for payroll dues deductions. All current employees who are members of CSEA shall continue to have dues deducted by PCOE through payroll deduction unless PCOE is notified otherwise in writing by CSEA.

CSEA shall indemnify and hold harmless PCOE for any claims made by the employee for deductions made in reliance on its notification to PCOE or on information that it provides to PCOE regarding employee payroll deductions.

- 2.1.1 The PCOE shall deduct in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of the CSEA as of the date of the execution of this agreement, and who have submitted dues authorization forms to CSEA.
- 2.1.2 The PCOE shall refer to the CSEA any member who notifies PCOE of the intention to revoke a dues authorization.

## 2.2 Other Deductions

The PCOE shall, upon appropriate written authorization from any employee of the bargaining unit, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the CSEA and the PCOE. The PCOE shall pay to the designated payee within 30 days of the deduction all sums so deducted.

## ARTICLE III – EMPLOYEE RIGHTS

### 3.1 Permanent Service:

- 3.1.1 An employee who has served in an initial probationary period in a class six (6) months or 130 days of paid service, whichever is longer, from the date of hire in a specific position. “Paid service” shall include vacation and holidays, but does not include sick leave or extended sick leave. Evaluation deadlines may be extended when probationary bargaining unit members are on sick leave or extended sick leave. No employee shall attain permanent status in the classified service until a probationary period in a class has been completed. In any case, the time employees are on an unpaid leave of absence or are on sick leave may be excluded as “probationary time.”
- 3.1.2 All employees appointed to a position and whom the Placer County Office of Education has continuously employed for less than six (6) months shall be deemed to hold their positions under probationary classification.

3.1.3 All appointments (original entrance or promotion) shall be for a probationary period. Probationary period on original entrance shall be six (6) months. Probationary period upon promotion to a different class shall be six (6) months. In the event of re-employment to the same class, they shall be required to complete only the balance of the probationary period. An employee dismissed during the probationary period and restored to the eligible list shall begin a new period of probation if subsequently certified and appointed.

3.1.4 An employee's probationary period shall begin on the first day of his/her employment.

3.1.5 At least four (4) weeks before the date upon which the probationary period ends, the supervisor shall inform the employee of the retention or dismissal and such notice shall be sent to the Human Resources Department. This rule shall not act in any way to limit the right of the supervisor to dismiss a probationer at any time during the probationary period.

**3.2 Personnel Files:**

3.2.1 The personnel file of each employee shall be maintained at the PCOE central business office. Any files used for disciplinary action kept by any supervisor of any employee shall not contain any material that is not in the main personnel file.

3.2.2 Employees shall be provided with copies of any derogatory written material at least ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the materials, and to enter a written response to be attached to any derogatory material in the file.

3.2.3 An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

3.2.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the PCOE when actually necessary in the proper administration of the PCOE affairs or the supervision of the employee. The employee's personnel file shall be available for

examination by the employee or his/her CSEA representative if authorized by the employee.

3.2.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

3.2.6 All evaluation materials shall not be used for disciplinary purposes after remaining in the file for a period of two (2) years.

**3.3 Evaluation:**

3.3.1 The Placer County Office of Education endorses a continuous program of evaluation of all employees. The basic objective of the evaluation program is the improvement of performance of service to the Placer County Office of Education.

3.3.2 All probationary employees shall be formally evaluated at least twice during the first twelve months of employment. The first evaluation shall be completed no later than the sixth (6<sup>th</sup>) month of employment. Permanent employees shall be evaluated at least once every other year. Permanent employees who receive needs improvement or unsatisfactory ratings will be evaluated each year following a needs improvement or unsatisfactory evaluation. Permanent employees who receive needs improvement or unsatisfactory ratings will not be allowed to advance on the salary schedule until a satisfactory annual evaluation is attained.

3.3.3 No evaluation materials of any employee(s) shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any negative evaluation shall include recommendations for improvements. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section 3.2.2 above. Any bargaining unit employee shall have the right to have CSEA representation at such review and response.

**ARTICLE IV – ORGANIZATIONAL RIGHTS**

**4.1 CSEA Rights:**

The CSEA shall have the following rights in addition to the rights contained in any other portion of this agreement.

4.1.1 The CSEA officers and/or designated representatives shall have the right of access at reasonable times to areas in which employees work for the purpose of representing bargaining unit members on CSEA matters. This right of access shall not be meant to disrupt normal workflow.

4.1.2 The right to use without charge institutional bulletin boards, mailboxes, equipment, facilities, and the use of the school mail system and other PCOE means of transmission of information or notices concerning CSEA internal matters.

4.1.3 The right to review an individual employee's personnel file when accompanied by the employee or on presentation of a legal authorization.

4.1.4 The right to be supplied with a complete "hire date" seniority roster, to include job classification, of all bargaining unit employees on the effective date of this agreement and periodically thereafter as agreed upon by the PCOE and the CSEA. The seniority list will be organized by current job classification.

4.1.5 The right to review at all reasonable times any county and state required reports and other public information as defined in Government Code Section 13295 that is related to the CSEA's duty of representation.

4.1.6 The right for reasonable release time during regular working hours for the CSEA Chapter officers who are CSEA state, chapter or committee members to conduct the internal business affairs of the Association. Reasonable release time means no more than three (3) members meeting for no more than two (2) hours in any calendar week. Such release time shall not interfere with the normal operation of the Department or the place of work.

4.1.7 The right to release time, not charged to any other leave benefits, during regular working hours for the CSEA chapter delegates, not to exceed two (2), to attend the CSEA Annual Conference.

4.1.8 **Professional Growth:**  
Time shall, during regular working hours, be given employees to participate in conferences, seminars, and workshops that are job-related, upon mutual agreement between the PCOE and the employee.

**4.1.9      Distribution of Agreement:**

Upon any final ratification of the Agreement by both parties; the County Office will post on the Intranet, a copy of the Agreement complete with appendices. In addition, upon request, PCOE will distribute a copy of the Agreement free of charge to the requesting unit member.

**4.2      Whenever notice to the exclusive representative is required under this agreement or by law, it shall be delivered personally to the CSEA Chapter President or by regular U.S. Mail to the Chapter President, and to the CSEA field office.**

**ARTICLE V – GRIEVANCE PROCEDURE**

**5.1      Policy:**

It is the policy of the Placer County Board of Education to develop and practice reasonable and effective means of resolving difficulties which may arise between employees and the PCOE to reduce potential areas of grievances, and to establish and maintain recognized two-way channels of communication between employees. This grievance procedure is provided for the prompt and equitable adjustment of differences. The most effective solution is found when these differences are resolved at or close to the point of origin.

**5.1.1      Informal Discussion:**

The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of the CSEA present.

**5.2      Definitions:**

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

- 5.2.1      "Problem"** means a complaint relating to application and/or interpretation of this agreement, policies of the Board of Education, or state law.
- 5.2.2      "Grievance"** means a violation, misapplication or misinterpretation of this agreement.
- 5.2.3      "Grievant"** means the employee(s) signing the grievance and/or the CSEA through the Chapter President.
- 5.2.4      "Party"** means the grievant(s) and the PCOE.

**5.3 Time Limits:**

Each party involved in a grievance shall act so that the grievance may be resolved promptly and at the lowest possible level. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given.

**5.4 Presentation:**

An employee with his/her representative may present a grievance while on duty. On all grievances no more than three (3) may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the PCOE. Such approval shall not be unreasonably withheld.

**5.5 Representation:**

The grievant may be represented by the CSEA at any step of this procedure.

**5.6 Formal Grievance – Step 1 (Immediate Supervisor):**

**5.6.1** If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant; a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) working days from the time the grievant might reasonably have been expected to know of the act or stated condition which is the basis of the complaint.

**5.6.2** A formal grievance shall be initiated in writing on a form prescribed by the PCOE and approved by the CSEA and shall be filed with the immediate supervisor. A copy of the form shall be sent to the CSEA. That form shall be completed to show the following:

- (a) Grievant's name and work location.
- (b) Grievant's work function.
- (c) The date the grievance is delivered to the immediate supervisor.
- (d) The provision(s) of the agreement alleged to have been violated, misapplied or misinterpreted.

- (e) The circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
- (f) The remedy sought by the grievant.
- (g) The name of the representative, if any, chosen by the grievant.
- (h) The signature of the grievant.

5.6.3 Within ten (10) workdays after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative. If requested by either party, a conference shall be held to consider the grievance. If the grievant is not represented by the CSEA, a copy shall be sent to the CSEA.

**5.7 Formal Grievance – Step 2**

- 5.7.1 If the grievant is not satisfied with the decision rendered in Step 1, he/she may appeal the decision in writing within ten (10) workdays to the Superintendent's Designee. The grievant shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees.
- 5.7.2 The Superintendent's Designee shall investigate the grievance as fully as he/she deems necessary, and shall provide for a conference with the grievant, who shall continue to have his/her right of representation.
- 5.7.3 The Superintendent's Designee shall respond within ten (10) workdays of the appeal, to the grievant. The response shall state the Superintendent Designee's decision and his/her view of the facts and his/her conclusions respecting the intentions of the grievant on appeal. If the grievant is not represented by the CSEA, a copy shall be sent to the CSEA.

**5.8 Formal Grievance – Step 3 (Advisory Arbitration):**

- 5.8.1 If a grievance is not resolved at Step 2, the grievant, with the approval of the Association, may request in writing a hearing before an advisory arbitrator. The written request shall be filed in the Office of the Superintendent within ten (10) working days after receipt of the decision at Step 2.

The advisory arbitration proceeding shall be conducted by an arbitrator which may be mutually selected by the parties. If the parties fail to reach agreement on an arbitrator with ten (10) working days, the American Arbitration Association will be requested to supply a list of names. The American Arbitration Association, Voluntary Rules of Arbitration shall apply. The County Office and the Association will share equally in payment for the fees and expenses of the arbitrator. All other costs shall be paid by the party incurring them.

It shall be the function of the arbitrator to make a recommendation to resolve the grievance. Such recommendations are advisory only.

- (a) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this contract.
- (b) If the County Office should dispute the arbitrability of the grievance, such a claim shall be heard and a ruling given by the arbitrator prior to any hearing on the grievance.
- (c) Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.
- (d) Upon receipt of the arbitrator's recommendation, the County Superintendent of Schools shall render a decision within thirty (30) days. He alone has the power to render a final and binding determination of a grievance within this procedure. The recommendation of the arbitrator shall only be advisory and if, upon review, the County Superintendent of Schools determines that he/she is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. Nothing herein shall abrogate the right of the grievant to pursue the grievance in a court of competent jurisdiction.

#### **5.9 No Reprisals:**

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Board against any grievant, member of the CSEA or any other participant in the grievance procedure by reason of such participation.

**5.10 Skipping:**

By mutual agreement of the parties, any step of the grievance procedure may be omitted.

**5.11 Separate File:**

The grievance file shall be maintained in the central Human Resources Department and shall be separate in the employee's personnel file.

## **ARTICLE VI – HOURS AND OVERTIME**

**6.1 Lunch Period:**

- 6.1.1** Where practicable all employees normally shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the work shift. The lunch period may be at the school site or other locale of the employee's choosing.
- 6.1.2** Whenever it is necessary for an employee to work overtime as defined in Section 6.5 in excess of two (2) consecutive hours within a scheduled workday, he/she shall be granted an additional lunch period, the taking of which is optional with the employee.
- 6.1.3** If, because of work necessity, an employee is directed to remain at his/her workstation during the meal period, it shall be considered "on duty" and counted as time worked.

**6.2 Rest Periods:**

- 6.2.1** Subject to the discretion and control of the PCOE, all employees shall be allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work.
- 6.2.2** Each employee may take a fifteen (15) minute break in the morning and afternoon, but will not add such time to their lunch period or to leave work early.
- 6.2.3** Rest periods shall be scheduled in accordance with the requirements of the department. The schedule of such rest periods shall be determined by the supervisor after consultation with the employee.

6.2.4 The PCOE may designate the location or locations at which rest periods may be taken.

6.2. 4.1 No classified employee may leave his/her respective work site during rest periods without permission from his/her supervisor.

6.3 Workday Schedule and Flex Office Hours:

6.3.1 Schedules for daily operation and employee work hours for the Placer County Office of Education, individual school sites and other special PCOE programs will be established by program directors or supervisors and approved by the Superintendent.

6.3.1.1 Interpreters will receive 30 minutes daily for warm-up activities, materials review, and collaboration with teaching staff prior to the beginning of the work day. All work performed outside of the workday by Interpreters shall be paid in accordance with Superintendent Policy 4222.1.

6.3.2 Since needs, responsibilities and clientele differ; many of the policies listed below may not be appropriate for efficient operation of the schools or other special PCOE programs.

6.3.3 The definitions and policies listed below are intended for the Placer County Office and are put forth for the purpose of giving each employee an understanding of the rules that he/she is required to follow:

6.3.3.1 The scheduling of early and late flex work hours is the responsibility of the department supervisor. Department supervisors are expected to submit in writing all flex hour work schedules for approval by the Superintendent.

6.3.3.2 Each employee is required to follow the department's established schedules to insure adequate coverage within required office hours.

6.3.3.3 Flextime by definition requires an eight-hour shift with not more than one (1) hour for lunch and no less than one-half (1/2) hour for lunch.

- 6.3.3.4 Full-time employees are expected to work five day, eight-hour shifts.
- 6.3.3.5 Punctuality will be observed. Tardiness is not a justifiable reason for modifying daily work hours.
- 6.3.3.6 Employees are required to call or have a responsible person call the absence reporting answering service or their immediate supervisor to report absences and tardiness. A call must be made each day by 7:30 a.m. unless prior arrangements have been made with their supervisor.

6.3.4 Additional work hours require advance supervisor approval.

**6.4 Shift Differential:**

Any employee in the bargaining unit whose assigned work shift commences between 4:00 p.m. and midnight shall receive a shift differential of \$.35 per hour worked above the appropriate hourly base rate.

**6.5 Overtime for Employees Receiving Shift Differential:**

Pursuant to Section 6.7, all overtime hours shall be paid based upon the hourly base rate, including the shift differential provided in Section 6.4, to all employees eligible to receive shift differential whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the regularly assigned quitting time.

**6.6 Workweek Schedule:**

Employees shall be assigned to the standard workweek, Monday through Friday, throughout the school year, July 1 through June 30, exclusive of authorized holidays and non-workdays.

**6.7 Compensation for Overtime:**

Employees shall be compensated for each earned overtime hour at a rate of one and one-half (1 1/2) times their regular rate of pay for work in excess of forty (40) hours per week, or eight (8) hours per day. Overtime requires prior authorization by the supervisor.

In emergency situations, authorization may be given after the fact. Overtime compensation will be paid in accordance with current FLSA regulations.

**6.8 Compensatory Time Off:**

- 6.8.1** An employee may elect to take compensatory time off (CTO) in lieu of cash compensation if approved by the Superintendent or designee. CTO shall be granted at the appropriate rate of overtime in accordance with this Article.
- 6.8.2** If CTO has been elected and approved, it shall be taken in accordance with the current Fair Labor Standards Act.
- 6.8.3** The time, when the CTO is taken, shall be approved by the Superintendent or designee.

**ARTICLE VII – PCOE HOLIDAY SCHEDULE**

**7.1 Observed Holidays:**

The County Superintendent has approved the following holidays for PCOE:

Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Board Holiday  
Admissions Day  
Christmas Day  
Superintendent's Holiday  
New Year's Day  
Dr. Martin Luther King, Jr. Day  
Washington's Birthday  
Lincoln's Birthday  
Superintendent's Day (1/2 Day)  
Memorial Day  
Juneteenth

**ARTICLE VIII – PAY AND ALLOWANCES**

**8.1 Frequency - Once Monthly:**

All employees shall be paid once per month.

**8.2      Salary Compensation:**

**8.2.1              Regular Rate of Pay:**

The regular rate of pay for each position in the bargaining unit shall be in accordance with the reference incorporated as a part of this agreement (Appendix B). The regular rate of pay shall include any longevity increment required to be paid under this agreement.

**8.2.2**      Whenever a salary increase is retroactive, any employee covered by this agreement, who was not dismissed/released from the PCOE employment will receive the retroactive salary increase. CSEA members who retire between July 1 and the ratification of a new agreement date would be eligible for the retroactive salary increase for that fiscal year.

**8.3      Longevity:**

Longevity shall now apply to employees hired before July 1, 2001. Employees hired before July 1, 2001 shall be granted a ten percent (10%) increase to the base monthly rate on the 20th year of continuous service, a fifteen percent (15%) increase to the base monthly rate on the 25th year of continuous service.

**8.4      New Employee Placement:**

A new employee will be placed on Step A of his/her classification. An employee with equivalent successful experience in a field directly related to the classified assignment may receive a one-step advancement for each year (year equals ten months) of such experience. Experience required for eligibility for a position does not constitute "equivalent successful experience" for salary purposes unless so designated by the County Office. The experience must have been within the past seven (7) years. Apprenticeship training in the same field can be substituted for the experience credit. In order to receive prior experience credit, employees must submit documentation to verify such experience credit to the Human Resources Department within sixty (60) calendar days of employment.

**8.5      Anniversary Date:**

The anniversary date for classified employees shall be July 1.

**8.6      Step Advancement with Salary Ranges:**

Step advancement authorized herein shall be made from each step to the next higher step within the limits of the appropriate salary range at the anniversary date. On the July 1 following the employee's anniversary date, a regular employee will be advanced to the next higher step on the salary range assigned to his/her position classification until the

top step of the range is reached. In order to advance in step, the employee must have started working in the position between July 1 and November 1 of that fiscal year.

**8.7      Salary on Promotion:**

Whenever an employee is appointed to a higher class or position than the one he/she formerly occupied, he/she shall receive the nearest highest monthly salary in the new salary range but no less than two percent (2%).

If a permanent employee applies for and receives reassignment to a different position of equal or higher classification, he/she shall be considered probationary in this position for a period of six (6) months.

If an employee is in a position recommended by a classification study as a promotional move, the employee will continue his/her permanent status in the reclassification position.

**8.8      Salary on Demotion:**

In all cases of voluntary demotion or demotion for cause, the employee shall retain the same step in the lower range as he/she received in the higher range.

**8.9      Salary on Reclassification of Position:**

The salary of an incumbent of a position which is reclassified by the County Superintendent of Schools to a different class shall be compensated at the same step status of the salary range for the new class as the step at which the employee was compensated in the former class.

In instances where a formal classification and salary study has been completed, the CSEA and the PCOE shall approve an implementation plan which may include salary step placement and timelines for full or partial implementation for recommended reclassification of positions.

**8.10     Computation of Payment:**

The salary schedule shall be calculated as follows:

- (a)      The base rate for the salary schedule shall be established at Range 17.5 Step A.
- (b)      Subsequent Ranges shall be calculated by increasing the prior Range at Step A by two and one-half percent (2.5%).
- (c)      Subsequent Steps for each Range shall be calculated by increasing the prior Step by five percent (5%).

(d) For each basic monthly salary (8-hour day/40-hour week) there is hereby established a standard hourly rate, which is an even amount derived by dividing the basic monthly salary by 173.33.

**8.11 Compensation during Required Training Periods:**

An employee required by the PCOE, whether or not pursuant to state or federal law, to engage in training of any kind in order to continue his/her employment in a position shall be compensated for time spent in such training and shall be reimbursed course fees, textbook or supply costs. Any costs of travel shall be compensated as provided in Article IX.

**8.12 Compensation for an Employee Working Out of Classification:**

8.12.1 An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.

8.12.2 An employee assigned duties not a part of his/her classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.

8.12.3 If assigned to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for that higher classification at the step on which he/she is assigned in his/her regular classification.

**ARTICLE IX – EMPLOYEE EXPENSES**

**9.1 Tuberculosis Examination:**

Examinations for tuberculosis shall be required every four (4) years. The cost of such examinations shall be borne by the PCOE and shall not exceed the cost established by Placer County Health Services.

**9.2 Reimbursement:**

9.2.1 The PCOE shall reimburse any employee for the loss, destruction or damage to personal property, not including motor vehicles used in the programs under its jurisdiction. Reimbursement for property other than personal articles of ordinary value, such as clothing and glasses, shall be made only for those articles for which prior written approval to bring on school property has been given by the employee's administrator. The loss shall be reimbursed only to the extent that the employee's loss is not recoverable from his/her own insurance.

**9.3 Mileage:**

Any employee given written directions to use his/her own car on PCOE business shall be reimbursed at the current rate established for all the PCOE employees by the Board of Education.

**9.4 Conference Attendance:**

- 9.4.1** Employees authorized to attend conferences and meetings shall be limited to a per diem rate established by the Board of Education, except as otherwise authorized by the Superintendent or his/her designee.
- 9.4.2** Only actual lodging costs are to be claimed but in no event will actual lodging costs exceed the single occupancy rate. Costs reimbursed shall not exceed the current limit established by the Board of Education, except when an official part of the program.
- 9.4.3** Reimbursement for meals shall be the actual expense except that the total for lodging and meals shall not exceed the current amount established by the Board of Education.

**ARTICLE X – HEALTH AND WELFARE BENEFITS**

**10.1 Health Benefits Cap:**

The current County Office contribution to the medical and dental benefit cap, effective July 1, 2022:

- 10.1.1** The monthly Health and Welfare Benefits cap for employee only will be a maximum of \$9,300 annually (\$775 monthly) prorated according to a Full Time Equivalent (FTE).
- 10.1.2** Effective July 1, 2022, under health benefits rates, the County Office contribution will be a maximum of \$11,016 annually (\$918 monthly) prorated according to a Full Time Equivalent (FTE) for Employee Plus (define as: Employee + Spouse, Employee + Child(ren), Employee + Family).

**10.2 Employee and Dependent Insurance Coverage:**

The PCOE agrees to pay the full cost up to the medical cap for all full-time employees in the bargaining unit and their dependents for comprehensive programs of insurance as stated in this article.

- 10.2.1** Health and welfare benefits for employees working less than full-time will be prorated according to the following guidelines:

10.2.1.1 For the purpose of proration, FTE will be calculated as follows: hours worked per week divided by 40.

10.2.1.2 Employees working less than full time will be prorated according to the following schedule.

(a) Employees working less than .50 FTE will receive no medical coverage.

(b) Employees working at least .50 FTE will be prorated to 1.00 FTE or on an 8-hour day.

(c) All Teaching Assistants, Braillists, Behavior Support Assistants, Licensed Vocational Nurses/Instructional Assistants (LVN/IA), Audiology Assistants, and Interpreters who work at least 6.0 hours will be considered full-time at 6.0 hours based on an 8-hour day and will receive full benefits. Teaching Assistants working less than 6.0 hours who are eligible for benefits will have their benefits prorated based on an 8-hour day.

10.2.1.3 Employer/employee share of medical premiums will be calculated as follows: The medical cap will be multiplied by the employee's FTE producing a prorated medical cap. PCOE will pay the medical premium up to the prorated medical cap.

10.2.2 The employee will pay his/her share of the medical premium as a payroll deduction.

10.2.3 Medical/hospital/surgical/prescription drug/dental/vision coverage shall be offered for both employee and family up to the current medical cap per insurance provider. Health plans will be those secured by the County Superintendent of Schools.

10.2.4 The Superintendent will provide long term disability through the end of the contract.

10.3 **Health Insurance upon Retirement:**

The PCOE shall provide payment of health insurance coverage up to \$410 for all retired employees only (single person coverage) upon entering PERS/STRS following the completion of fifteen (15) or more years of continuous service prior to the date of retirement. Retirees are not eligible for the PCOE paid dental and vision coverage

insurance. They may elect coverage on a cost recovery basis. The retiree may continue dependent coverage provided the retiree pays his/her share of the medical premium a month or more in advance.

- 10.3.1 Beginning July 1, 1990 new hires will not be eligible for the paid health coverage for retirees as provided in this article.
- 10.3.2 Retirees eligible for social security benefits must report to the Placer County Office of Education upon obtaining eligibility for social security benefits. The benefits paid by the PCOE will be reduced in accordance with those benefits paid through social security. The PCOE will contact eligible retirees when they are of Medicare age regarding eligibility for Medicare benefits.
- 10.3.3 Failure to report Medicare eligibility status will result in termination of the medical benefits.
- 10.3.4 For those retirees who do not elect to continue dependent coverage, the PCOE shall pay the full amount of the medical premium up to the medical cap. The retiree shall be responsible for the balance of the medical premium.
- 10.3.5 For those retirees who elect to continue dependent coverage, the health and welfare benefits shall be prorated according to the following guidelines:
  - (a) The medical cap shall be divided by the number of covered persons giving the prorated medical cap.
  - (b) For those health insurance systems with a tiered system of rates, the prorated medical premium shall be set to the single person rate.
  - (c) For those health insurance systems with a composite (non-tiered) rate, the medical premium shall be divided by the number of covered persons giving the prorated medical premium.
  - (d) The PCOE shall pay the prorated medical premium up to the prorated medical cap. The retiree shall be responsible for the balance of the medical premium.
  - (e) The retiree shall pay his/her share of the medical premium a month or more in advance.

**10.4 Section 125 Flexible Benefit Plan:**

The PCOE shall implement a Section 125 Flexible Benefit Plan as long as the cost is negligible.

**ARTICLE XI – HOLIDAYS**

**11.1 Regular Holidays:**

The regular holiday schedule is shown in Article VII.

**11.2 Special Holidays:**

Any day appointed by the Governor or the President as a public fast, Thanksgiving or holiday, shall be a holiday, unless it is a special or limited holiday.

**11.3 Eligibility: Effective 7/1/14**

11.3.1 Classified employees whose job classification defines a full time equivalent as 260 workdays and paraprofessionals whose job classifications define full time as 200 to 215 workdays, shall be eligible for 13.5 holidays. All other classified employees whose job classifications define a full time schedule as less than 260 workdays (or less than 200 workdays for paraprofessionals), are eligible for 12.5 holidays.

11.3.2 Employees working less than a full time equivalent as defined in their job classification (either less workdays per year and or less hours per workday) will receive prorated holiday pay based on their total scheduled annual hours divided by the total annual hours scheduled for the full time equivalent working in their job classification.

11.3.3 Employees are not eligible for holiday pay while on unpaid leave.

**11.4 Holidays at Winter Break:**

11.4.1 Employees not normally assigned to duty during the Winter Break period shall be entitled to December 25 and January 1 and any holiday declared by the Board for classified employees which falls during the Winter Break provided they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

11.4.2 PCOE will close for up to three days between Christmas and New Year's Day. If the Superintendent deems it necessary for an individual to work any or all of these days, the Superintendent's written authorization will be required. Unit members are required to be off work these days and will

use accrued vacation leave, personal discretionary leave, or take non-paid, non-work days.

**11.5 Canceled School Day:**

When a regularly scheduled school day is canceled, or scheduled as a non-student-attendance day, and certificated employees receive pay for that day, employees covered by this agreement shall also receive pay for that day, whether or not they are required to report for work.

**11.6 Sunday Holidays:**

When any of the holidays which the PCOE authorizes falls on Sunday, all full-time and permanent part-time employees shall be entitled to the Monday following as a holiday with pay.

**11.7 Saturday Holidays:**

When any of the holidays which the PCOE authorizes falls on Saturday, all full-time and permanent part-time employees shall be entitled to the preceding Friday as a holiday with pay.

## **ARTICLE XII – VACATION**

**12.1 Vacation Accrual:**

Vacation with pay shall be earned by employees based on the equivalent of full-time service from the date of appointment.

**12.1.1** All employees who have less than ten (10) years service shall accrue vacation on a basis of one and one-quarter (1.25) days for each month of service, or a total of fifteen (15) days for twelve (12) months of service.

**12.1.2** All employees who have at least ten (10) years of service shall accrue vacation on the basis of one and two-thirds (1.67) days for each month of service, or a total of twenty (20) days for twelve (12) months of service.

Accrual of one and two-thirds (1.67) vacation days will begin on the first month following the tenth anniversary of the employee's appointment/hire date.

**12.1.3** Vacation leave shall accrue to the employee on the first of the month in which it is earned.

- 12.1.4 For employees who work less than full-time, the amount of vacation which may be accumulated will be prorated in accordance with the number of hours worked. The total amount accumulated by a part-time employee will be prorated utilizing the 15 or 20 accrual formula noted in Article XII.
- 12.1.5 In accordance with Education Code section 45137, any employee who works a minimum of thirty (30) minutes per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her assignment modified for the sole purpose of acquiring fringe benefits on a prorated basis pursuant to Education Code section 45136. Application of this section shall not require PCOE to modify the employee's assignment permanently.

**12.2 Payment on Termination:**

- 12.2.1 Vacations will not be accumulated beyond the fifteen (15) or twenty (20) days, whichever is appropriate, without prior approval of the Superintendent for special purposes or inability to take vacation due to unexpected work schedules. The time and duration of vacations shall be approved by the Superintendent.
- 12.2.2 Upon separation from service, a unit member shall be entitled to lump-sum compensation for all approved earned and unused vacation, except those employees who have not completed six (6) months of County employment in regular status shall not be entitled to such compensation.
- 12.2.3 Upon termination of employment, payments for vacation time for employees who work less than full-time will be prorated according to Articles 12.1.4 and 12.1.5.

**12.3 Vacation Scheduling:**

- 12.3.1 **Aides:**

Due to the requirements of the instructional program, employees are not permitted to take vacation during the regular instructional program unless approved by the immediate supervisor. Earned vacation will be paid and prorated to monthly pay.
- 12.3.2 **General:**
  - 12.3.2.1 Vacations shall be scheduled at times requested by the bargaining unit employee and agreed to by the supervisor so far as possible within the PCOE work requirements. Once scheduled,

administration may only change such schedule for compelling/emergency administration needs.

12.3.2.2 If there is any conflict between employees who are working on the same or similar operation as to when vacations shall be taken, the employee with the greatest hire date seniority shall be given his/her preference as long as such vacation scheduling does not interfere with the operation of the PCOE.

12.3.2.3 Employees who are not teaching assistants and work less than twelve (12) months per year may elect to be paid for vacation accrued. If this option is chosen, earned vacation will be prorated and paid in one payment at the end of the school year.

12.3.3 An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave due to: (1) hospitalization of employee; (2) illness of employee requiring attention by a physician or medical advisor (supporting medical statement required); or (3) death of any member of employee's immediate family.

**12.4 Vacation Accrual Changes due to Reduction in Work Hours:**

12.4.1 **Vacation Carryover due to work hour reduction:**

In instances where an employee's work hours are reduced, the employee will be provided with a report on the amount of vacation time accrued at the time of the reduction. The employee will be given six (6) months to use accumulated vacation time in excess of the amount allowed for carryover by the new reduced working hours.

**ARTICLE XIII – LEAVES**

**13.1 General Terms Governing Leave:**

13.1.1 No absence under any leave provision shall be considered a break in service, but only paid (full and partial) leave shall be counted toward seniority for layoff purposes.

13.1.2 On such paid leave, the benefits provided by Articles X, XI, and XII shall continue to accrue.

**13.2 Bereavement Leave:**

- 13.2.1 Each employee is granted up to three (3) workdays, or five (5) days for travel over 250 miles, with pay for bereavement leave of absence for the death of any member of his/her immediate family.
- 13.2.2 "Immediate Family" as used in this agreement means the mother, father, grandmother, grandfather of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, or sister, sister-in-law, or brother, brother-in-law of the employee, aunt, uncle, niece, nephew or any relative living in the immediate household, or grandchild of employee or of spouse of employee.
- 13.2.3 No deduction will be made from the salary of the bargaining unit member, nor will such leave be deducted from any other leave to which the unit member is entitled.

**13.3 Jury Duty:**

- 13.3.1 An employee shall be allowed such time off with pay as is required in connection with jury duty; provided, however, that payment shall be made for such time off only upon presentation of a signed receipt showing actual days served on jury duty and remittance of full jury fees, or upon submittal of acceptable evidence that jury fees were waived.
- 13.3.2 Such employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- 13.3.3 An employee who takes vacation or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her regular salary.

**13.4 Military Leave:**

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

**13.5 Sick Leave:**

- 13.5.1 Sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, pregnancy/childbirth, or quarantine. Sick leave with pay shall be earned by employees based on the equivalent of full-time service from the date of employment.

13.5.2 Sick leave shall be earned, for salary compensation purposes, at the rate of one and one-quarter (1-1/4) days for each calendar month of continuous full-time service, with an annual maximum of fifteen (15) days for twelve (12) month employees. A part-time employee shall be entitled to sick leave in the same ratio that his/her employment bears to full-time, twelve (12) month employment.

13.5.3 Sick leave granted under this section shall be credited to each employee at the beginning of the fiscal year. Such leave may be taken at any time within the employee's assigned work year. However, upon initial employment, an employee shall not be eligible to take more than six (6) days, or the proportionate amount of sick leave to which he/she is entitled, until the first day of the calendar month after completion of six (6) months of service.

13.5.4 All unused sick leave may be accumulated without limit.

13.5.5 In case a regular employee resigns or otherwise leaves the service of the PCOE after having used more sick leave days than may have been earned for any current year, as defined in Paragraph 13.5.2 above, plus any prior year accumulations, a deduction shall be made in the salary or wages which may be due for each day of sick leave used and not earned.

13.5.6 For sick leave absences which exceed three (3) workdays, the employer may request a statement in writing, signed by the attending physician or medical advisor, or a statement of verification of illness signed by the employee certifying that the employee was incapacitated and unable to perform his/her duties. The PCOE reserves the right to require medical verification of illness or accident for any period of time when there is reasonable belief to require such verification. A written request of such requirement shall be given to the employee.

13.5.7 An employee becoming aware of the need for absences due to surgery, pregnancy/childbirth shall submit a statement from his/her physician as far in advance of the initial disability date as possible. The physician's statement shall include the anticipated beginning date of disability, the cause of the disability, and the anticipated date of return to active service.

13.6 Industrial Accident and Illness Leave:

13.6.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions.

13.6.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability from Workers' Compensation provided that:

(a) The employee has probationary or permanent status.

(b) In the opinion of the PCOE the illness or injury constitutes an industrial accident or illness, or, if contested by the PCOE it is ultimately determined to be work connected.

13.6.3 Paid industrial accident leave shall be for not more than sixty (60) workdays in any one (1) fiscal year.

13.6.4 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 accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.

13.6.5 If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if eligible. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation received by the employee without penalties from the Compensation Insurance Fund.

13.6.6 After all paid illness leave has been exhausted following a paid industrial accident leave; an employee may choose to receive pay from accrued vacation, earned compensatory time, or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Compensation Insurance Fund.

13.6.7 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable re-employment list.

13.6.8 An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is

specifically provided in applicable provisions of the education code. An employee shall continue to receive seniority credit for all purposes while on such a paid leave of absence.

- 13.6.9 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the re-employment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
- 13.6.10 An employee who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the re-employment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis, and in assignment areas in which the employee has made himself/herself available. Employees removed from a re-employment list under this rule may appeal the removal to the County Superintendent of Schools.
- 13.6.11 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the PCOE shall not, when added to a normal temporary disability allowance, exceed the employee's regular salary. An employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment.
- 13.6.12 During all paid leaves resulting from an industrial accident or illness, the employee shall retain temporary disability wage loss benefit checks received under Workers' Compensation laws of this state. The PCOE shall issue the employee appropriate warrants for the payment of wages or salary and shall deduct normal retirement and other authorized contributions. Temporary disability payments made directly to the employee will result in a reduction to his/her next regular salary warrant by the amount of the benefit check.

#### **13.7 Extended Sick Leave:**

Each employee shall be credited on July 1 of each year with no less than one hundred (100) days of no less than fifty percent (50%) of his/her salary. Such one hundred (100) days shall include all accumulated sick leave and the current year's entitlement. When an employee is absent from duty because of illness or injury, the amount deducted from salary due him/her for any month in which the absence occurs shall not exceed fifty percent (50%) of his/her monthly salary, up to a maximum of one hundred (100) days within the employee's work year.

**13.8 Catastrophic Leave:**

**13.8.1**        “Catastrophic illness or injury” means an illness or injury:

- (a) That is expected to incapacitate the receiving employee for an extended period of time beyond the employee’s paid leave entitlement (extended sick leave is not considered the employee’s paid leave entitlement in this circumstance), or
- (b) That incapacitates a member of the receiving employee’s immediate family, which incapacity requires the employee to take unpaid time off from work for an extended period of time to care for that family member, and
- (c) Which would create a financial hardship for the receiving employee if he/she were required to take extended time off work because he/she has exhausted all of his or her sick leave and other paid time off. Extended sick leave is not considered the employee’s paid leave entitlement in this circumstance.
- (d) “Immediate family” means the spouse, child, stepchild, foster child, domestic partner, parent or grandparent of the employee, or any other relative living in the receiving employee’s household.

**13.8.2**        Any employee may donate up to the current year’s entitlement of sick or vacation leave to another member of the bargaining unit who meets the criteria above.

- (a) To donate sick leave, a unit member must retain one year’s entitlement of sick leave on the books.
- (b) A donating employee may donate a minimum of eight hours of sick leave or vacation hours to another employee who has been deemed eligible to receive this leave.
- (c) Donated sick leave or vacation hours shall be converted for utilization on an hour for hour basis meaning the recipient shall be paid at his regular rate of pay.
- (d) The office will credit the receiving employee’s sick account with one day of sick leave or vacation credit from each donating employee in the order in which the office receives the donation. This process will continue until the receiving employee has received the maximum amount of sick leave credit that he/she needs or may accrue without exceeding his/her normal annual work year. If, through the initial process of deducting one day of sick leave credit from each donating employee, the receiving employee does not receive sufficient sick leave credit, the office shall repeat the process by crediting the receiving employee’s account with additional sick leave credits from those employees who wish to donate more than one day of sick leave credit.

(e) Employees may not revoke their donation of sick leave credits. Nevertheless, donated leave not utilized by the recipient prior to return to service shall be returned to the donor.

13.8.3 The maximum days allowed to be utilized by one employee shall not exceed their normal annual work year.

13.8.4 Employees who are granted the use of donated leave days shall be considered to be in regular paid status and will continue to earn and accrue all contractual and statutory benefits.

13.8.5 To utilize this benefit, a classified employee, the office or the CSEA may submit a request to the Superintendent to "call for donations."

13.8.6 The Superintendent will grant approval of a catastrophic leave request to an employee if the employee's or their family member's illness or injury conforms to the definitions of catastrophic illness or injury set forth in this section and the individual's condition is verified by a physician's written statement.

Any employee returning from catastrophic leave will be reinstated to their former position.

An employee on catastrophic leave for his/her own serious health condition is required to provide a fitness-for-duty certificate from their physician before he/she will be reinstated to employment.

### **13.9 Personal Necessity Leave:**

Any days of absence earned for sick leave under Section 13.5 may be used by the employee, at his/her election, in cases of personal necessity to a limit of seven (7) days in any one (1) fiscal year, on the following basis:

13.9.1 Personal necessity leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

13.9.2 A unit member may not use more than a total of seven (7) days per year of accumulated sick leave for purpose of approved personal necessity and personal discretionary leave.

13.9.3 Personal Necessity Leave may be used in the following circumstances:

1. Death of a member of the unit member's or spouse's immediate family.
2. Accident involving the unit member's person or property, or the person or property of a member of his/her immediate family.
3. Serious or critical illness of a member of the immediate family.
4. Required appearance in court as a litigant.
5. Special circumstances that compel presence at an event that cannot be ignored.

**6. Personal discretionary leave. The reason for personal discretionary leave need not be stated by the unit member.**

Personal discretionary leave shall not be used for any of the following purposes:

- Engaging in employment exploration or searches.
- A work stoppage, strike or association activities.
- Any illegal activity.
- Political activities or demonstrations.
- To extend any school recess periods or holidays such as Thanksgiving, Christmas and Easter, or to be used during the first or last week of school.
- In place of staff development activities for which an employee is required to attend.

**13.9.4** The unit member shall submit a Request for Leave Form to the supervisor as specified by each department no less than two (2) days prior to requesting personal necessity/personal discretionary leave. Prior approval is not required for the first three (3) circumstances listed above; however, the unit member must contact the designated individual(s) associated with updating PCOE's absence tracking system the same day he/she returns to work.

**13.9.5** In situations where absence is due to subpoena or an official order, the unit member must provide evidence from a certified clerk or authorized officer of a court or other governmental jurisdiction. Other authorization may be required as deemed necessary by the County Office.

**13.10 Medical Appointments:**

**13.10.1** An employee shall be allowed time off with pay for the purpose of medical or dental appointments without pre-approval.

**13.10.2** Such absence shall be deducted from accumulated sick leave.

**13.10.3** An employee who elects to take vacation or compensatory time off for such absence shall not have such absence deducted from accumulated sick leave.

**13.11 Paid Parental Leave:**

13.11.1 Paid parental leave of absence shall be granted to an employee of the bargaining unit in relation to child-bearing as follows:

(a) An employee of the bargaining unit who is pregnant may continue in active employment as late into her pregnancy as her health permits. Any disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, is, for all job-related purposes, a temporary disability and shall be treated as such under sick leave provisions of this contract. The beginning and ending of paid parental leave shall be determined by the employee's physician.

**13.11.2 New Parent Leave:**

New parent leave will be granted to any classified employee who is the spouse, registered domestic partner, or new parent to the child when the expecting mother is confined for maternity purposes. Such leave shall commence when the expecting mother is admitted to the hospital for maternity purposes and may extend for up to three (3) working days following release. Such leave shall be deducted from accumulated sick leave.

**13.12 Retraining and Study Leave:**

An unpaid leave of absence not to exceed one (1) year for study/retraining subject to the approval of the Superintendent shall be granted to an employee upon verification of enrollment who meets the following qualifications:

13.12.1 Leave of absence may be taken in separate six (6) month periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period.

13.12.2 Study leave will not be granted to an individual who has not served at least three (3) consecutive years preceding granting of leave.

13.12.3 Retraining leave will not be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.

13.12.4 No more than one (1) study leave of absence shall be granted in each three (3) year period.

13.12.5 Such leave shall not be included as service in computing service for the granting of any subsequent leave as provided in this term.

**13.13 General Leave:**

13.13.1 A request by an employee to be absent without pay from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of the PCOE for up to thirty (30) workdays.

13.13.2 This leave may be extended at the discretion of the County Superintendent in compelling circumstances.

**13.14 Family Care Leave:**

13.14.1 Family Care Leave is specified in Superintendent Regulation 4161.8.

**13.15 Volunteer Emergency Response Service Leave:**

13.15.1 An employee shall be allowed such time off with pay as is required to fulfill the obligations to an emergency response organization such as a volunteer fire department, a search and rescue team, the civil air patrol, etc. Any fees earned for such service during assigned work hours must be remitted to the PCOE.

13.15.2 Such employee shall notify his/her supervisor, if possible, of such service and provide an estimated time of when he/she shall return to work.

13.15.3 The emergency response call must commence outside of assigned work hours.

13.15.4 Such absence shall be deducted from accumulated sick leave.

13.15.5 An employee who elects to take vacation or compensatory time off during such service shall not have absence deducted from accumulated sick leave, nor shall such employee be required to remit fees earned.

**13.16 Absences due to Emergency Closures:**

13.16.1 On days of inclement weather, power outages and other emergency conditions due to acts of nature, all employees are expected to report to work.

13.16.2 If an employee calls in sick or is unable to report to work due to extreme weather conditions such as snow, rain or other "natural" conditions or

emergencies, employees are required to submit absence reports indicating either sick leave or personal necessity leave as appropriate.

- 13.16.3 If a weather or emergency condition forces closure of county or school programs, and employees are notified prior to their reporting to work, there will be no dock of employees' pay.
- 13.16.4 If the county or school program is canceled once the employee has reported to work, the supervisor may authorize the employee to go home. In this instance, the employee will receive full pay for this day only.
- 13.16.5 Employees who have elected to take vacation time shall not be affected by these closure regulations. Their absence from the work site will be considered vacation time.
- 13.16.6 The County Superintendent of Schools or his/her designee shall be responsible for authorizing emergency closure of the PCOE programs or classes.

**13.17 Mandatory Evacuations:**

An employee who is under a mandatory evacuation of their verified place of residence may use Personnel Necessity (PN) leave. If the employee exhausts their PN leave, while still under mandatory evacuation, the employee may use accrued sick leave.

## **ARTICLE XIV – TRANSFERS**

**14.1 Involuntary Transfers:**

Any employee may be transferred within his/her present classification to meet a program need of the PCOE because of surplus staff, or for other causes as stated in writing and as determined by the Superintendent. Prior to affecting an involuntary transfer, the initiating supervisor shall have a conference with the employee, a minimum of ten (10) working days notice, when possible, and shall consider as fully as feasible the preferences of the employee. The affected employee may have a conference, if requested, with the Human Resources Department within five (5) workdays, or longer by mutual agreement, of the conference with the immediate supervisor. Involuntary transfer shall not be given for punitive or preferential treatment.

**14.2 Voluntary Transfer:**

- 14.2.1** A permanent or probationary employee may apply for a transfer at any time to any vacancy by filing an online Classified Application with the Human Resources Department.
- 14.2.2** Bargaining unit members shall be given first consideration in filling any job vacancy within the bargaining unit.
- 14.2.3** The vacancy notice for the position shall include the job title, the assigned job site, the regular assigned work shift times, days per week, and days per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 14.2.4** Any permanent or probationary employee in the bargaining unit may apply for a vacant or new position by submitting an online application to the Human Resources Department within the filing period. Any bargaining unit employee on leave or vacation may authorize his/her representative to apply on the employee's behalf.
- 14.2.5** PCOE will email a copy of the vacancy notice for all classified openings to those individuals on the 39-month rehire list.
- 14.2.6** An employee filing for a position under the provisions of this article and not appointed, the employee shall be given, upon request, the reasons for the denial.
- 14.2.7** A "vacancy" is a position in the classified service covered by this agreement which is intended to be filled and for which there is no incumbent serving or on leave of absence.
- 14.2.8** A "transfer" is the filling of a vacancy within the same classification as the employee filling it.
- 14.2.9** Notice of job vacancies within the bargaining unit shall be emailed in the form of a vacancy notice to all PCOE employees with a minimum filing period of six working days.
- 14.2.10** Within a reasonable period of time following completion of the filing period, the Human Resources Department shall notify each applicant of his/her standing.

## ARTICLE XV – PROMOTION

### **15.1 Definitions:**

A “promotion” is the filling of a vacancy with an employee who receives reassignment or accepts a different position of a higher classification or position.

**15.1.2** A “vacancy” is a position in the classified service covered by this agreement which is intended to be filled and for which there is no incumbent serving or on leave of absence.

### **15.2 Consideration:**

Bargaining unit members shall be given first consideration in filling any job vacancy within the bargaining unit.

### **15.3 Notice Contents:**

The vacancy notice for the position shall include the job title, the assigned job site, the regular assigned work shift times, days per week, and days per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

### **15.4 Filing:**

A permanent or probationary employee may apply for a promotional position at any time to any vacancy by filing an online Classified Application with the Human Resources Department.

PCOE will email a copy of the vacancy notice for all classified openings to those individuals on the 39-month rehire list.

An employee filing for a position under the provisions of this article and not appointed, the employee shall be given, upon request, the reasons for the denial.

Notice of job vacancies within the bargaining unit shall be emailed in the form of a vacancy notice to all PCOE employees with a minimum filing period of six working days.

### **15.5 Certification of Applications:**

Within a reasonable period of time following completion of the filing period, the Human Resources Department shall notify each applicant of his/her standing.

**15.6 Selection of Applicant:**

The department supervisor shall select from the most qualified applicants.

**ARTICLE XVI – CLASSIFICATION AND RECLASSIFICATION**

**16.1 Placement in Class:**

Every bargaining unit position shall be placed in a class.

**16.2 Classification and Reclassification Requirement:**

Classifications or reclassification shall be subject to mutual written agreement between the PCOE and the CSEA. The creation of new classifications is reserved to the PCOE.

**16.3 New Positions or Classes of Positions:**

All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

**16.4 Salary Placement:**

Salary placement of newly created positions or classifications/reclassification shall be subject to mutual written agreement between the PCOE and the CSEA.

**16.5 Incumbent Rights:**

When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the position(s) shall be reallocated on a seniority basis.

**16.6 Downward Adjustment:**

In the event an employee is reclassified to a lower class through reclassification, the PCOE agrees to Y-rate the employee affected.

## **ARTICLE XVII – LAYOFF AND RE-EMPLOYMENT**

**17.1 Layoff:**

A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary classified employee due to lack of funds and/or of work.

**17.2 Order of Layoffs:**

17.2.1 Layoffs shall be in reverse order of seniority in the job classification in which the layoff occurs.

17.2.2 The employee with the least seniority in the affected class, plus seniority accrued from serving in higher classes shall be laid off first. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off will be determined by lot.

17.2.3 **Seniority:**

For all permanent and probationary employees, seniority shall be determined by date of hire.

**17.3 Notice of Layoff:**

17.3.1 When a layoff of classified employees is anticipated by the administration and at least ten (10) workdays before any County Superintendent action is taken on layoff of classified employees, the PCOE shall notify the CSEA in writing of the proposed action. The PCOE shall provide the CSEA with an updated seniority roster for the classification in which the layoff is anticipated no less than five (5) workdays before the date notices are sent to employees. A list of positions recommended for elimination, and for information only, any non-confidential documents supporting the need for layoff will be furnished to the CSEA at the time such information is given to the County Superintendent.

17.3.2 Upon written request, the PCOE shall meet with the CSEA to meet and negotiate the effects of the proposed layoff.

17.3.3 An employee may challenge his/her place on the seniority roster by making objections to the Human Resources Department, who shall review the objections and conduct an audit if requested and make the results of such audit known to the CSEA and the employee(s) affected prior to the effective date of any layoff(s) involving such employee(s).

17.3.4 After a Superintendent action has been taken on a layoff, a written notice of the layoff shall be given to affected employees per Education Code 45117. A termination interview with the Human Resources Department may be scheduled during normal working hours, if requested by the employee. A copy of the notice shall be concurrently sent by mail to the President of the CSEA local chapter or designee with a list of the employees to whom sent. Such notice shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, re-employment rights, and the right to request a hearing.

17.4 **Improper Layoff:**

If during the term of this Agreement it is determined that an employee has been improperly laid off and would have been otherwise entitled to employment, said employee shall be re-employed as soon as possible after the error is determined to exist and shall be reimbursed by the PCOE for any loss of salary. Additionally, seniority, step placement, vacation, and sick leave hours shall be reinstated as if there were no interruption in service.

17.5 **Displacement (Bumping) Rights:**

17.5.1 An employee who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump a less senior employee in that classification. When the employee is eligible to bump into more than one classification, the employee shall bump into the equal classification. If there are two (2) classifications which he/she is eligible to bump into, it shall be the one in which the employee has the most prior service.

17.5.2 Seniority, for the purpose of determining bumping rights, shall include the total of the previous service in the equal or lower class being bumped into, plus service in the class from which layoff occurs, and higher classes.

17.5.3 A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the employee is qualified to perform the duties thereof and provided further that the PCOE approves such reassignment. Such employee shall maintain his/her re-employment rights as defined in this Article.

17.5.4 No regular employee shall be laid off from any position while an employee not in the classified service is serving in a position in the same classification for a scheduled leave with at least six (6) more month's

duration as of the effective date of layoff unless the regular employee declines such assignment.

**17.6 Re-employment Rights:**

- 17.6.1 Laid off employees are eligible for re-employment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be re-employed in the reverse order of layoff as vacancies become available.
- 17.6.2 Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the re-employment list(s).
- 17.6.3 An employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the PCOE of opening(s) for which he/she is eligible. The notice shall be by First Class Mail to the last address of the employee on record with the PCOE.
- 17.6.4 In lieu of First Class Mail notice, the PCOE may elect to give notice by telephone, email or in person. If the position is refused, the PCOE will confirm such refusal by letter/email to the employee. The CSEA shall be given written notice of all employees offered re-employment.
- 17.6.5 An employee may request in writing to have their name removed from the reemployment list. A copy of that request will be provided to the CSEA President and the Labor Relations Representative (LRR). Otherwise, employees shall not be removed from the reemployment list unless their time has expired or they have been made whole through reemployment by the County Office.
- 17.6.6 Within seven (7) calendar days of mailing/emailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.
- 17.6.7 The PCOE may simultaneously send out notices of vacancy to more than one person on a re-employment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.

17.6.8 Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her former classification and with the same number of hours. An employee given an offer of re-employment does not need to accept re-employment to maintain his/her eligibility on the re-employment list provided the employee notifies the PCOE of his/her refusal of re-employment within ten (10) calendar days from receipt of the re-employment offer. If the employee accepts re-employment, he/she must report to work within eleven (11) workdays following receipt of the re-employment offer unless a later reporting date is indicated on the re-employment offer or the PCOE approves a later reporting date.

**17.7 Seniority:**

Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently re-employed by the PCOE. Step placement on the salary schedule shall be the same as on the layoff date.

**17.8 Sick Leave Hours:**

Sick leave hours earned and unused at the time of layoff shall be restored upon re-employment.

**17.9 Vacation and Compensatory Time:**

Vacation time pursuant to Section 12.2 of this agreement and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.

## **ARTICLE XVIII – DISCIPLINARY ACTION**

**18.1 Exclusive Procedure:**

Discipline shall be imposed upon bargaining unit employees only pursuant to this Article.

**18.2 Disciplinary Procedure:**

18.2.1 Discipline shall be imposed on permanent employees of the bargaining unit only for cause. Cause is specified in Article 4118 of the policy handbook. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes but is not limited to: dismissal, demotion, suspension, reduction in

hours or class or reassignment without the employee's voluntary written consent.

18.2.2 Except in those situations where an immediate suspension is required under the provisions of this agreement, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action.

18.2.3 The PCOE shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the PCOE files the notice of disciplinary action except in cases of falsification of, or failure to, disclose information.

18.2.4 Discipline less than discharge will be undertaken for corrective purposes only.

18.2.5 Any permanent employee may be suspended, subject to dismissal, by a Deputy Superintendent, or the Superintendent. Immediately following such action, the Deputy Superintendent, or Superintendent shall notify the Human Resources Department of the suspension.

18.2.6 When charges involving any of the causes for dismissal are made against an employee, notice of such charges is to be submitted in written form by the person initiating the action, with copies to: (1) the administrator in charge of the department, (2) the Human Resources Department, (3) the employee involved, and (4) the CSEA.

18.2.7 Notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omission upon which the action is based. A statement of the course of action taken and if it is claimed that the employee has violated a rule or regulation, such rule or regulation shall be set forth in the notice and shall include a statement of the employee's right to a hearing, the time within which such a hearing may be requested which shall not be less than five (5) working days, and a form, the signing and filing of which shall constitute a demand for a hearing and a denial of the charges. The notice may be served personally or by certified mail, return receipt requested, to the employee's last known address.

18.2.8 An employee may be relieved of duties without loss of pay at the option of the PCOE.

18.2.9 The right to appeal is specified in Article 4118 (d) in the policy handbook. The contract will be updated to include these.

**18.3 Emergency Suspension:**

18.3.1 The CSEA and the PCOE recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, the PCOE may immediately suspend the employee for three (3) days without pay.

## **ARTICLE XIX – PROFESSIONAL GROWTH**

**19.1 Purpose:**

The Professional Growth Program is designed to meet the following objectives:

- (a) Provide incentive for permanent classified employees to improve their education and skills for increased productivity and improved quality of work.
- (b) Prepare permanent classified employees to meet the demands of changing skills needed in today's workplace.
- (c) Demonstrate the Superintendent and Board's commitment to education for the professional growth of all employees.

**19.2 Eligibility:**

All permanent classified employees of the PCOE are eligible to participate in the Professional Growth Program. All courses taken for credit must be taken on the employee's own time and at the employee's expense.

**19.3 Qualifying Courses:**

19.3.1 To qualify for professional growth credits, courses must be directly related to the employee's duties as defined by:

- (a) Their present job description.
- (b) The job description of an appropriate and applicable promotional position within the PCOE.

19.3.2 Qualifying credits may be earned by the successful completion of the following educational activities:

- (a) Courses taken at an accredited community college or four year college or university.
- (b) Courses leading to the issuance of a certificated of competency or a certification of completion from an accredited school or recognized business or educational school.
- (c) Adult education courses, continuing education courses, trade school courses, or other courses offered by the PCOE approved educational agencies.

19.3.3 Credits will be awarded on the basis of fifteen clock hours per unit (i.e., 15 hours of instruction will equal one semester unit or CEU). Activities of less than fifteen hours may be accumulated and added together to equal a semester unit.

19.3.4 No courses may be repeated for Professional Growth credit.

19.3.5 Employee is responsible for securing all documentation for completion of Professional Growth units.

**19.4 Course Approval Guideline:**

- 19.4.1 All courses taken for credit must have prior approval from the Assistant Superintendent, Human Resources or designee.
- 19.4.2 The employee shall complete the Professional Growth Approval Form and submit it to their supervisor.
- 19.4.3 All approval forms must be submitted to the employee's supervisor no later than ten (10) workdays prior to the first day of instruction.
- 19.4.4 Within five (5) workdays of receiving the application, the supervisor shall concur or not-concur and forward the application to the Assistant Superintendent, Human Resources or designee.
- 19.4.5 Within five (5) workdays of receiving the application, the Assistant Superintendent, Human Resources or designee, shall approve or disapprove the request and forward it to the employee. A copy of any disapproved request will be forwarded to the CSEA Chapter President.
- 19.4.6 Employees whose Professional Growth request has been disapproved may appeal the decision to a Professional Growth Review Committee comprised of the Deputy Superintendent, the employee's supervisor, and

a CSEA representative. Requests for review should be forwarded in writing to the Deputy Superintendent within five (5) workdays of receiving the disapproval notice. The Deputy Superintendent will convene the Professional Growth Review Committee and the committee will render a decision within ten (10) workdays of receiving the request for review.

**19.5 Submission of Completed Units:**

- 19.5.1 Verification of units earned for professional growth shall be submitted to the Human Resources department.
- 19.5.2 To be granted credit, a grade of "C" or better is required for graded classes. A "Pass" is required for "Pass/Fail" graded classes. A certificate of completion is required for all other hours earned.

**19.6 Compensation for Credits Earned:**

- 19.6.1 Upon satisfactory completion of approved courses, the employee will be compensated a one time stipend of one hundred (\$100) dollars per semester unit earned.
- 19.6.2 Employees will be compensated up to a maximum of ten (10) semester units per year (\$1,000).
- 19.6.3 Employees will be compensated up to a maximum of forty (40) semester units total.

**ARTICLE XX – SAFETY**

**20.1 Procedures:**

- 20.1.1 The PCOE shall conform to and comply with all health, safety, and sanitation requirements imposed by the state or federal law or regulations adopted under state or federal law.
- 20.1.2 The PCOE Safety Committee, made up of two (2) classified, four (4) certificated, and two (2) management employees, shall investigate and make recommendations concerning these requirements.
- 20.1.2.1 The PCOE Safety Committee shall meet a minimum of twice every fiscal year.
- 20.1.2.2 The PCOE Safety Committee investigations and recommendations shall be in writing and forwarded to the County Superintendent or his/her designee,

with a copy to the CSEA Chapter President. The Safety Committee will determine when it is appropriate to also send a copy to the PCOE's workers' compensation carrier. A written response to recommendations shall be given to the Safety Committee, with a copy to the CSEA Chapter President, within 30 days.

The PCOE shall ensure employees receive reporting procedures regarding safety concerns on a yearly basis, including how to report safety concerns directly to the Safety Committee.

- 20.1.3 Any employee can report an unsafe condition to their supervisor or to the Safety Committee.
- 20.1.4 No employee shall in any way be discriminated against as a result of reporting any condition believed to be a violation of the above section.

#### **ARTICLE XXI – CONTRACTING OUT**

##### **21.1 Notice to CSEA:**

No contract for services which shall affect employees in the bargaining unit shall be let until the CSEA has been provided with ten (10) workday's notice of the award and the parties have met and negotiated the decision and effects of such a proposal and have reached a mutual written agreement.

#### **ARTICLE XXII – NEGOTIATION PROCEDURES**

##### **22.1 Successor Contract:**

The CSEA will present any proposal to the County Superintendent before the expiration of the current contract.

##### **22.1.1 Negotiation Procedures:**

A copy of the annual budget, each interim report and the unaudited actuals report, shall be provided to the Chapter President concurrently with copies provided to the Board of Education or upon the request of an authorized CSEA representative.

##### **22.2 Released Time:**

Negotiations shall be scheduled to permit a maximum of four (4) PCOE employees to be granted reasonable release time from duty for the purposes of negotiations and negotiations preparation. Efforts will be made in the scheduling of negotiations to equalize release time and non-work time spent in negotiation sessions. If negotiations are scheduled outside of the CSEA negotiation team members scheduled work hours, the

team member will be allowed to reasonably flex their time to accommodate the hours spent in negotiations.

22.3 Release time requests for negotiations preparation must be submitted in writing to the Assistant Superintendent of Human Resources or designee in a reasonable period in advance of its use. Such information shall indicate the anticipated duration of the release time and shall specify that it is taken as negotiations preparation time.

#### **ARTICLE XXIII – DURATION**

**23.1 Term:**

The agreement between the Placer County Superintendent of Schools and the California School Employees Association and its Placer COE, Chapter 479, shall become effective July 1, 2024 and shall remain in full force and effect until June 30, 2027 and thereafter shall continue in effect until a successor agreement is reached.

**23.2 Reopeners:**

23.2.1 For each of the following school years: 2025-2026 and 2026-2027 the parties may reopen negotiations for Article VIII – Pay and Allowances and Article X – Health and Welfare Benefits and two (2) additional articles selected by each party.

For the 2027-2028 the entire contract may be opened by either party.

#### **ARTICLE XXIV – APPLICATION**

**24.1 Priority of Agreement:**

The provisions of this agreement supersede any provisions in the PCOE policies and procedures in respect to the employees covered by this agreement.

**24.2 Application:**

Further, if the subject matter of any PCOE policy or procedure is covered to any extent by this agreement then that PCOE policy or procedure shall not apply to the employees covered by this agreement

#### **ARTICLE XXV – SAVINGS**

**25.1 Savings Clause:**

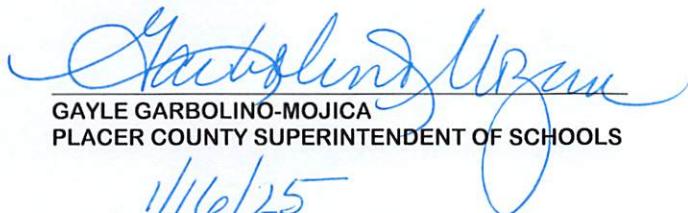
If any provision of this agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the

Public Employment Relations Board, the remainder of this agreement shall not be affected thereby.

**25.2 Renegotiation:**

In the event of invalidation as stated in Section 25.1 above, upon request by either party, the parties agree to meet and negotiate in an effort to arrive at a replacement for such provision as soon as possible.

PLACER COUNTY OFFICE OF EDUCATION:

  
\_\_\_\_\_  
GAYLE GARBOLINO-MOJICA  
PLACER COUNTY SUPERINTENDENT OF SCHOOLS  
\_\_\_\_\_  
1/16/25  
DATE

CSEA:

  
\_\_\_\_\_  
MARY MONTES, PRESIDENT  
CSEA, CHAPTER #479  
\_\_\_\_\_  
2025-04-04  
DATE

## APPENDIX A – ALPHABETICAL LIST OF CLASSES

|   |      |
|---|------|
| Accounting Analyst I  | 30.0 |
| Accounting Analyst II   | 32.0 |
| Accounting Analyst III  | 34.0 |
| Accounting Technician I   | 23.0 |
| Accounting Technician II  | 25.0 |
| Accounting Technician III   | 27.0 |
| Administrative Assistant  | 32.5 |
| Administrative Secretary  | 29.5 |
| Assistive Technology Assistant                                      | 20.0 |
| Assistive Technology Provider                                       | 32.5 |
| Associate Teacher – Early Childhood Education                       | 22.5 |
| Audiology Assistant I   | 20.0 |
| Audiology Assistant II  | 22.0 |
| Behavior Specialist I   | 36.0 |
| Behavior Specialist II  | 43.0 |
| Behavior Specialist III   | 46.0 |
| Behavior Support Assistant  | 26.0 |
| Bilingual Associate Teacher – Early Childhood Education             | 23.0 |
| Bilingual Program Support Specialist II – Early Childhood Education | 31.0 |
| Bilingual Resource Specialist – Early Childhood Education           | 29.0 |
| Bilingual Teacher Assistant – Early Childhood Education             | 22.0 |
| Bilingual Translator  | 33.5 |
| Braillist   | 24.5 |
| Communications & Events Specialist                                  | 30.5 |
| Credentials Analyst   | 33.5 |
| Credentials Technician  | 29.5 |
| Digital Content Specialist  | 30.5 |
| Early Intervention Occupational Therapist I                         | 42.0 |
| Early Intervention Occupational Therapist II                        | 44.0 |
| Early Intervention Occupational Therapist III                       | 46.0 |
| Early Intervention Physical Therapist I                             | 42.0 |
| Early Intervention Physical Therapist II                            | 44.0 |
| Early Intervention Physical Therapist III                           | 46.0 |
| Early Intervention Technician                                       | 26.0 |
| Educational Interpreter   | 31.5 |
| Employment Placement Specialist Transition Partnership Program      | 26.0 |

|   |      |
|---|------|
| Family and Youth Community Liaison – Educational Services | 27.0 |
| First 5 Placer Staff Support Specialist                   | 27.0 |
| Grounds Craftsperson                                      | 26.0 |
| Information Technology Support Specialist                 | 32.5 |
| Lead Maintenance Custodian                                | 26.0 |
| Lead Maintenance & Operations Craftsperson                | 31.5 |
| Licensed Vocational Nurse/Instructional Assistant         | 30.0 |
| Maintenance Custodian                                     | 22.5 |
| Maintenance & Operations Specialist                       | 27.5 |
| Mental Health Specialist                                  | 39.0 |
| Network Engineer  | 36.0 |
| Occupational Therapist I                                  | 42.0 |
| Occupational Therapist II                                 | 44.0 |
| Occupational Therapist III                                | 46.0 |
| Office Assistant  | 21.5 |
| Operations Specialist                                     | 26.0 |
| PC Technician   | 33.5 |
| Personnel Assistant                                       | 28.5 |
| Physical Therapist I                                      | 42.0 |
| Physical Therapist II                                     | 44.0 |
| Physical Therapist III                                    | 46.0 |
| Program and Data Analyst – SELPA                          | 32.5 |
| Program Data Analyst                                      | 30.5 |
| Program Support Specialist I – Early Childhood Education  | 28.0 |
| Program Support Specialist II – Early Childhood Education | 30.5 |
| Receptionist/Secretarial Assistant                        | 24.5 |
| Resource Specialist – Early Childhood Education           | 28.0 |
| Senior Network Engineer                                   | 40.0 |
| Skilled Maintenance Technician                            | 29.0 |
| Staff Secretary   | 27.5 |
| Student Support Practitioner – Educational Services       | 33.5 |

|  |      |
|--|------|
| Teacher Assistant – Blind and Visually Impaired Services | 22.0 |
| Teacher Assistant – Deaf Education                       | 22.0 |
| Teacher Assistant – Early Childhood Education            | 21.5 |
| Teacher Assistant – Special Education                    | 21.5 |
| Teacher Assistant – Student Services                     | 21.5 |
| <br>Utility Worker                                       | 24.0 |
| <br>Vocational Specialist Transition Partnership Program | 20.5 |
| <br>Web Applications Developer                           | 41.0 |

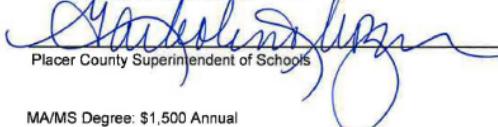
## APPENDIX B – CLASSIFIED SALARY SCHEDULE

PLACER COUNTY OFFICE OF EDUCATION  
CLASSIFIED SALARY SCHEDULE  
2024-2025

| RANGE | MONTHLY    |            |            |            |            | RANGE | HOURLY  |         |         |         |         |
|-------|------------|------------|------------|------------|------------|-------|---------|---------|---------|---------|---------|
|       | A          | B          | C          | D          | E          |       | A       | B       | C       | D       | E       |
| 17.50 | \$3,246.86 | \$3,413.45 | \$3,581.82 | \$3,762.60 | \$3,952.23 | 17.50 | \$18.73 | \$19.69 | \$20.66 | \$21.71 | \$22.80 |
| 18.00 | \$3,331.92 | \$3,496.75 | \$3,673.98 | \$3,854.75 | \$4,047.93 | 18.00 | \$19.22 | \$20.17 | \$21.20 | \$22.24 | \$23.35 |
| 18.50 | \$3,415.22 | \$3,585.37 | \$3,762.60 | \$3,954.00 | \$4,150.73 | 18.50 | \$19.70 | \$20.68 | \$21.71 | \$22.81 | \$23.95 |
| 19.00 | \$3,498.51 | \$3,675.74 | \$3,858.29 | \$4,049.70 | \$4,253.52 | 19.00 | \$20.18 | \$21.21 | \$22.26 | \$23.36 | \$24.54 |
| 19.50 | \$3,587.13 | \$3,766.13 | \$3,955.78 | \$4,152.50 | \$4,361.63 | 19.50 | \$20.70 | \$21.73 | \$22.82 | \$23.96 | \$25.16 |
| 20.00 | \$3,677.52 | \$3,860.07 | \$4,053.25 | \$4,255.29 | \$4,471.52 | 20.00 | \$21.22 | \$22.27 | \$23.38 | \$24.55 | \$25.80 |
| 20.50 | \$3,769.68 | \$3,957.55 | \$4,157.81 | \$4,363.40 | \$4,581.39 | 20.50 | \$21.75 | \$22.83 | \$23.99 | \$25.17 | \$26.43 |
| 21.00 | \$3,863.61 | \$4,055.02 | \$4,262.38 | \$4,473.28 | \$4,700.14 | 21.00 | \$22.29 | \$23.39 | \$24.59 | \$25.81 | \$27.12 |
| 21.50 | \$3,959.31 | \$4,159.59 | \$4,365.18 | \$4,583.16 | \$4,811.79 | 21.50 | \$22.84 | \$24.00 | \$25.18 | \$26.44 | \$27.76 |
| 22.00 | \$4,056.79 | \$4,264.15 | \$4,475.05 | \$4,701.90 | \$4,934.08 | 22.00 | \$23.40 | \$24.60 | \$25.82 | \$27.13 | \$28.47 |
| 22.50 | \$4,161.36 | \$4,366.94 | \$4,584.94 | \$4,815.34 | \$5,059.91 | 22.50 | \$24.01 | \$25.19 | \$26.45 | \$27.78 | \$29.19 |
| 23.00 | \$4,265.92 | \$4,476.83 | \$4,705.45 | \$4,935.85 | \$5,180.43 | 23.00 | \$24.61 | \$25.83 | \$27.15 | \$28.48 | \$29.89 |
| 23.50 | \$4,370.49 | \$4,588.48 | \$4,818.88 | \$5,061.68 | \$5,315.13 | 23.50 | \$25.21 | \$26.47 | \$27.80 | \$29.20 | \$30.66 |
| 24.00 | \$4,482.15 | \$4,707.22 | \$4,941.17 | \$5,185.75 | \$5,448.04 | 24.00 | \$25.86 | \$27.16 | \$28.51 | \$29.92 | \$31.43 |
| 24.50 | \$4,593.80 | \$4,820.66 | \$5,065.23 | \$5,316.90 | \$5,582.75 | 24.50 | \$26.50 | \$27.81 | \$29.22 | \$30.67 | \$32.21 |
| 25.00 | \$4,709.00 | \$4,942.94 | \$5,191.07 | \$5,449.82 | \$5,720.98 | 25.00 | \$27.17 | \$28.52 | \$29.95 | \$31.44 | \$33.01 |
| 25.50 | \$4,824.20 | \$5,068.78 | \$5,318.67 | \$5,584.52 | \$5,862.77 | 25.50 | \$27.83 | \$29.24 | \$30.68 | \$32.22 | \$33.82 |
| 26.00 | \$4,944.72 | \$5,192.84 | \$5,451.59 | \$5,724.53 | \$6,011.64 | 26.00 | \$28.53 | \$29.96 | \$31.45 | \$33.03 | \$34.68 |
| 26.50 | \$5,070.55 | \$5,322.21 | \$5,589.83 | \$5,864.54 | \$6,162.28 | 26.50 | \$29.25 | \$30.71 | \$32.25 | \$33.83 | \$35.55 |
| 27.00 | \$5,194.61 | \$5,455.14 | \$5,726.30 | \$6,015.18 | \$6,312.93 | 27.00 | \$29.97 | \$31.47 | \$33.04 | \$34.70 | \$36.42 |
| 27.50 | \$5,323.98 | \$5,591.60 | \$5,868.09 | \$6,164.06 | \$6,472.44 | 27.50 | \$30.72 | \$32.26 | \$33.85 | \$35.56 | \$37.34 |
| 28.00 | \$5,456.91 | \$5,731.61 | \$6,016.95 | \$6,320.02 | \$6,635.49 | 28.00 | \$31.48 | \$33.07 | \$34.71 | \$36.46 | \$38.28 |
| 28.50 | \$5,593.37 | \$5,873.40 | \$6,167.60 | \$6,474.20 | \$6,800.31 | 28.50 | \$32.27 | \$33.89 | \$35.58 | \$37.35 | \$39.23 |
| 29.00 | \$5,733.39 | \$6,020.50 | \$6,323.56 | \$6,639.03 | \$6,970.45 | 29.00 | \$33.08 | \$34.73 | \$36.48 | \$38.30 | \$40.21 |
| 29.50 | \$5,880.49 | \$6,169.38 | \$6,481.30 | \$6,802.09 | \$7,144.14 | 29.50 | \$33.93 | \$35.59 | \$37.39 | \$39.24 | \$41.22 |
| 30.00 | \$6,022.27 | \$6,325.34 | \$6,640.81 | \$6,974.00 | \$7,326.68 | 30.00 | \$34.74 | \$36.49 | \$38.31 | \$40.23 | \$42.27 |
| 30.50 | \$6,172.91 | \$6,484.84 | \$6,809.18 | \$7,145.92 | \$7,505.69 | 30.50 | \$35.61 | \$37.41 | \$39.28 | \$41.23 | \$43.30 |
| 31.00 | \$6,330.66 | \$6,646.13 | \$6,979.32 | \$7,328.46 | \$7,697.09 | 31.00 | \$36.52 | \$38.34 | \$40.27 | \$42.28 | \$44.41 |
| 31.50 | \$6,486.62 | \$6,814.49 | \$7,151.23 | \$7,509.23 | \$7,886.74 | 31.50 | \$37.42 | \$39.31 | \$41.26 | \$43.32 | \$45.50 |

An 8% increase to the base salary for CSEA members working in a regular assignment within the Tahoe/Truckee School District boundaries

Bilingual/stipend: \$500 Annual (by certification of language proficiency; for interpreters, EIPA score of 4.0 or higher)

  
Placer County Superintendent of Schools

3/11/25  
Date

MA/MS Degree: \$1,500 Annual  
Doctorate Degree: \$2,000 Annual

3.0% effective: 07/01/20  
3.0% effective: 07/01/21  
8.0% effective: 07/01/22  
7.4% effective: 07/01/23  
2.25% effective: 07/01/24

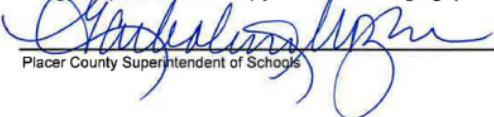
PLACER COUNTY OFFICE OF EDUCATION  
CLASSIFIED SALARY SCHEDULE

2024-2025

| RANGE | MONTHLY     |             |             |             |             | HOURLY |         |         |         |         |         |
|-------|-------------|-------------|-------------|-------------|-------------|--------|---------|---------|---------|---------|---------|
|       | A           | B           | C           | D           | E           | A      | B       | C       | D       | E       |         |
| 32.00 | \$6,653.21  | \$6,981.09  | \$7,332.00  | \$7,700.64  | \$8,083.46  | 32.00  | \$38.38 | \$40.28 | \$42.30 | \$44.43 | \$46.64 |
| 32.50 | \$6,816.26  | \$7,154.77  | \$7,511.01  | \$7,890.27  | \$8,283.72  | 32.50  | \$39.32 | \$41.28 | \$43.33 | \$45.52 | \$47.79 |
| 33.00 | \$6,986.41  | \$7,337.32  | \$7,702.41  | \$8,087.00  | \$8,491.09  | 33.00  | \$40.31 | \$42.33 | \$44.44 | \$46.66 | \$48.99 |
| 33.50 | \$7,161.87  | \$7,518.09  | \$7,893.82  | \$8,290.82  | \$8,703.77  | 33.50  | \$41.32 | \$43.37 | \$45.54 | \$47.83 | \$50.21 |
| 34.00 | \$7,340.86  | \$7,707.73  | \$8,094.09  | \$8,499.95  | \$8,921.75  | 34.00  | \$42.35 | \$44.47 | \$46.70 | \$49.04 | \$51.47 |
| 34.50 | \$7,521.64  | \$7,897.38  | \$8,299.67  | \$8,709.08  | \$9,146.84  | 34.50  | \$43.39 | \$45.56 | \$47.88 | \$50.24 | \$52.77 |
| 35.00 | \$7,711.28  | \$8,097.64  | \$8,507.04  | \$8,930.62  | \$9,373.69  | 35.00  | \$44.49 | \$46.72 | \$49.08 | \$51.52 | \$54.08 |
| 35.50 | \$7,906.23  | \$8,303.22  | \$8,712.62  | \$9,152.15  | \$9,609.40  | 35.50  | \$45.61 | \$47.90 | \$50.27 | \$52.80 | \$55.44 |
| 36.00 | \$8,101.18  | \$8,510.58  | \$8,934.17  | \$9,380.78  | \$9,848.67  | 36.00  | \$46.74 | \$49.10 | \$51.54 | \$54.12 | \$56.82 |
| 36.50 | \$8,306.77  | \$8,717.94  | \$9,155.70  | \$9,612.95  | \$10,095.02 | 36.50  | \$47.92 | \$50.30 | \$52.82 | \$55.46 | \$58.24 |
| 37.00 | \$8,514.12  | \$8,939.48  | \$9,384.32  | \$9,859.30  | \$10,348.46 | 37.00  | \$49.12 | \$51.57 | \$54.14 | \$56.88 | \$59.70 |
| 37.50 | \$8,726.80  | \$9,159.24  | \$9,618.27  | \$10,102.11 | \$10,607.21 | 37.50  | \$50.35 | \$52.84 | \$55.49 | \$58.28 | \$61.20 |
| 38.00 | \$8,943.02  | \$9,389.64  | \$9,862.84  | \$10,352.00 | \$10,871.28 | 38.00  | \$51.59 | \$54.17 | \$56.90 | \$59.72 | \$62.72 |
| 38.50 | \$9,164.56  | \$9,625.35  | \$10,107.42 | \$10,612.53 | \$11,144.22 | 38.50  | \$52.87 | \$55.53 | \$58.31 | \$61.23 | \$64.29 |
| 39.00 | \$9,394.95  | \$9,869.94  | \$10,360.86 | \$10,878.38 | \$11,424.24 | 39.00  | \$54.20 | \$56.94 | \$59.77 | \$62.76 | \$65.91 |
| 39.50 | \$9,635.99  | \$10,112.74 | \$10,617.84 | \$11,147.77 | \$11,707.81 | 39.50  | \$55.59 | \$58.34 | \$61.26 | \$64.31 | \$67.55 |
| 40.00 | \$9,873.47  | \$10,366.18 | \$10,885.46 | \$11,429.56 | \$11,998.46 | 40.00  | \$56.96 | \$59.80 | \$62.80 | \$65.94 | \$69.22 |
| 40.50 | \$10,118.06 | \$10,626.71 | \$11,156.62 | \$11,714.89 | \$12,297.99 | 40.50  | \$58.37 | \$61.31 | \$64.37 | \$67.59 | \$70.95 |
| 41.00 | \$10,373.26 | \$10,889.01 | \$11,434.87 | \$12,005.55 | \$12,608.14 | 41.00  | \$59.85 | \$62.82 | \$65.97 | \$69.26 | \$72.74 |
| 41.50 | \$10,630.25 | \$11,163.72 | \$11,723.76 | \$12,305.07 | \$12,923.60 | 41.50  | \$61.33 | \$64.41 | \$67.64 | \$70.99 | \$74.56 |
| 42.00 | \$10,897.87 | \$11,440.19 | \$12,010.87 | \$12,615.23 | \$13,244.39 | 42.00  | \$62.87 | \$66.00 | \$69.29 | \$72.78 | \$76.41 |
| 42.50 | \$11,170.80 | \$11,729.08 | \$12,312.17 | \$12,930.70 | \$13,574.04 | 42.50  | \$64.45 | \$67.67 | \$71.03 | \$74.60 | \$78.31 |
| 43.00 | \$11,445.51 | \$12,019.73 | \$12,624.09 | \$13,253.26 | \$13,916.09 | 43.00  | \$66.03 | \$69.34 | \$72.83 | \$76.46 | \$80.29 |
| 43.50 | \$11,736.16 | \$12,324.57 | \$12,939.55 | \$13,584.67 | \$14,265.23 | 43.50  | \$67.71 | \$71.10 | \$74.65 | \$78.37 | \$82.30 |
| 44.00 | \$12,028.60 | \$12,631.18 | \$13,262.11 | \$13,924.96 | \$14,617.93 | 44.00  | \$69.40 | \$72.87 | \$76.51 | \$80.34 | \$84.33 |
| 44.50 | \$12,331.66 | \$12,944.87 | \$13,595.30 | \$14,272.32 | \$14,984.79 | 44.50  | \$71.14 | \$74.68 | \$78.43 | \$82.34 | \$86.45 |
| 45.00 | \$12,636.49 | \$13,270.98 | \$13,932.04 | \$14,626.78 | \$15,360.52 | 45.00  | \$72.90 | \$76.56 | \$80.38 | \$84.39 | \$88.62 |
| 45.50 | \$12,953.74 | \$13,602.40 | \$14,281.19 | \$14,991.87 | \$15,743.33 | 45.50  | \$74.73 | \$78.48 | \$82.39 | \$86.49 | \$90.83 |
| 46.00 | \$13,278.06 | \$13,942.68 | \$14,639.19 | \$15,367.60 | \$16,142.11 | 46.00  | \$76.60 | \$80.44 | \$84.46 | \$88.66 | \$93.13 |
| 46.50 | \$13,611.25 | \$14,290.05 | \$15,002.51 | \$15,753.96 | \$16,542.64 | 46.50  | \$78.53 | \$82.44 | \$86.55 | \$90.89 | \$95.44 |

An 8% increase to the base salary for CSEA members working in a regular assignment within the Tahoe/Truckee School District boundaries

Bilingual stipend: \$500 Annual (by certification of language proficiency; for Interpreters, EIPA score of 4.0 or higher)

  
Placer County Superintendent of Schools

3/11/25  
Date

MA/MS Degree: \$1,500 Annual  
Doctorate Degree: \$2,000 Annual

3.0% effective: 07/01/20  
3.0% effective: 07/01/21  
8.0% effective: 07/01/22  
7.4% effective: 07/01/23  
2.25% effective: 07/01/24

## APPENDIX C – CLASSIFIED EVALUATION FORM

### PLACER COUNTY OFFICE OF EDUCATION CLASSIFIED EVALUATION REPORT

|                |  |
|----------------|--|
| NAME           |  |
| SITE/JOB TITLE |  |
| ASSIGNMENT     |  |

**Employment Status:**

**Probationary**  
 **Permanent**

Evaluation criteria may include, but is not limited to:

**Quality and Quantity:** Quality of work performed meets acceptable standards in alignment with employee's job description. Work performed is neat, accurate, and completed in the allotted time. Employee consistently demonstrates application of the skills expected in this position.

**Work Habits and Attitudes:** Shows interest in the quality of their work performance; prioritizes/organizes work, tasks appropriately, uses sound judgment, and readily learns and applies new skills and procedures. Consistently demonstrates all skills listed in the job description.

**Dependability:** Performs work well in the absence of close supervision; follows instructions in the performance of their duties; and initiates and completes job-related tasks independently. Maintains satisfactory attendance; is punctual in reporting to work, takes breaks and lunch according to contract and county policy and completes daily work hours.

**Personal Relationships with Staff and others:** Has positive working relationships with other employees; represents the organization in a positive manner; dresses and behaves in a manner appropriate to the work environment; maintains student and staff confidentiality; interacts appropriately and professionally with student(s), families and/or the public, accepts constructive suggestions. Maintains good working relationship with supervisory personnel including addressing any obstacles or needs with their supervisor.

**Performance Rating**

| Meets or exceeds work performance standards | Needs Improvement        | Unsatisfactory           |
|---|--------------------------|--------------------------|
| <input type="checkbox"/>                    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/>                    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/>                    | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/>                    | <input type="checkbox"/> | <input type="checkbox"/> |

**Related Areas:** Demonstrates care and efficiency in the use and maintenance of equipment; utilizes equipment in a professional manner; reports equipment malfunction and/or failure; and maintains orderliness and cleanliness in the work environment.

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

**COMMENTS:**

1. What are employee's greatest strengths?
2. In what area(s) does employee need to improve related to their job description and the rating areas listed above?
3. Specific recommendations to improve performance as related to their job description and the rating areas listed above.

4. Professional growth recommendations (i.e.: Training, coaching, support, opportunities, etc.):

5. Other Comments:

**OVERALL EVALUATION:**

- Unsatisfactory
- Needs Improvement
- Meets or exceeds standards

SIGNATURES: It is understood that in signing the performance evaluation form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. If the employee wishes to meet with their supervisor and/or respond in writing to this evaluation, he/she may do so within 10 workdays. The response will be attached and placed in the employee's personnel file.

Employee \_\_\_\_\_

Date \_\_\_\_\_

Supervisor \_\_\_\_\_

Date \_\_\_\_\_

Program Coordinator \_\_\_\_\_

Date \_\_\_\_\_

Employee comments: