



CLASSIFIED AGREEMENT

July 1, 2020 - June 30, 2023



**Humboldt County
Office of Education**

Chris Hartley, Ed.D., Superintendent

2020-2023 CLASSIFIED EMPLOYMENT AGREEMENT

This Successor Agreement is made and entered into between the Humboldt County Superintendent of Schools (hereinafter referred to as EMPLOYER) and the California School Employees Association and its Chapter 566 (hereinafter referred to as CSEA) for the contract term effective July 1, 2020 through June 30, 2023

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ARTICLE I

RECOGNITION

The Employer hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees pursuant to the Employer recognition of May 6, 1976, and all newly hired employees, except those which are certificated, management, confidential, holding those positions described below (hereinafter referred to as "employees"):

21st Century Learning Support Technician	Junior Programmer
Administrative Assistant - JPA	Lead AOD Specialist
Behavioral Support Assistant	Lead Bus Driver
Benefits Clerk/JPA	Lead Custodian/Maintenance Worker
Benefits Counselor, CALSTRS	Library Systems Technician
Budget and Accounting Analyst	Life Skills/Special Day Class Vocational Assistant
Bus Driver	LVN/Instructional Assistant for Medically Fragile
CalSOAP Events Technician	LVN/Heath Team Medical Clerk
CalSOAP Tutor Services Technician	Mobile Maker Technician
CCS Instructional Aide	Nutrition Education Specialist
Central Office Receptionist	Para-educator-Trades
Certified Occupational Therapist Assistant	Personnel Benefits Technician
Clerk for Deaf/Hard of Hearing Program	Personnel Credential Technician
Computer Systems Tech II	Personnel/Legal Secretary
Computer Systems Technician	Principal Account Tech II - Accounting
Coordinator - After School Programs/Redwood - EdVentures	Principal Account Tech II - Division
Coordinator/Local Child Care Planning Council	Principal Account Technician
Court & Community School Registrar	Printing & Graphics Communications Technician
Court & Community School Secretary	Professional Development Technician
Custodian/Maintenance Worker	Program and Events Coordinator -DOD
Delivery Driver	Purchaser
Department Secretary/ Personnel - Legal	SELPA Secretary
Department Secretary-Learning Support Services	SELPA Special Services
Division Secretary – Student Programs	SELPA Data Management Technician
Drug & Alcohol Specialist II	Senior Account Technician
Early Literacy/HCOE Foundations	Senior Benefits Specialist - JPA
Farm to School Coordinator	Senior Office Clerk-Student Programs
Financial Systems Support Specialist	Special Circumstance Instructional Aide (SCIA)
Fiscal Clerk-SELPA/SPED	Special Ed Instructional Aide
Foster Youth & Information Systems Data Technician	Special Education (SDC) Program Secretary
Glen Paul School Instructional Clerk	Special Project Technician - ISS
Graphics and Communication Specialist	Special Projects Technician - Nutrition
Homeless Youth Caseworker	Special Project Technician-Career & College Resources
Homeless Caseworker II	Speech and Language Pathology Assistant (SLPA)
Infant-Preschool Instructional Aide	Student Information Technician
Intermediate Account Technician	Student Services Navigator
Intermediate Office Clerk	Technology Support Specialist/Programmer
IT Help Desk	TPP Lead Vocational Caseworker

ARTICLE II

EMPLOYER RIGHTS

It is understood and agreed that the Employer retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine the times and hours of operation of facilities; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Employer operations; determine the curriculum; build, move or modify facilities, establish budget procedures and determine budgetary allocations; determine the method of raising revenue; contract out work as permitted by Education Code; and take action on any matter in the event of an emergency. In addition, to the extent that these rights have not been transferred to the Merit System, the Employer retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The exercises of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The Employer retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, which shall include floods, fires and other matters commonly termed "acts of God." Determination that an emergency exists is expressly excluded from the provisions of Article IV.

ARTICLE III

ORGANIZATIONAL RIGHTS

CSEA shall have the following rights in addition to the rights specifically contained in other portions of this Agreement:

1. The right of access during reasonable times to areas in which employees work for the purpose of representing bargaining unit members on any grievance which has been filed with the Employer. Access to the employee's work area during on duty time shall be arranged in advance with the department supervisor. Care shall be taken not to unduly disrupt the employee's work or prolong the time the employee is absent from duties.
2. The right to use without charge designated employee bulletin boards, mail boxes, and the use of the school mail system, for the posting or transmission of information or notices concerning official Chapter 566 and Employer-related business.
3. The right to use without charge facilities and buildings for meetings to conduct official CSEA Chapter 566 and Employer-related business.
4. The right to use institutional photocopying equipment for the purposes of processing grievances and negotiations with the Employer with charges limited to the cost of paper.
5. The right to release time for a reasonable number of CSEA representatives to attend negotiations sessions and to participate in grievance hearings.
6. The Employer shall provide the CSEA Chapter President with the agenda and non-confidential back-up materials provided each board member for each regular Board of Education meeting, in advance of the meeting. It is expressly understood that the agendas shall serve as official notice to CSEA of all proposed action of the Office.
7. Employees shall be granted organizational business leave upon notice of the Association in order to conduct union business as a CSEA Chapter 566 officer, or an elected position of any statewide or national organization affiliated with the Association.
8. The bargaining unit member released under authority of 45210 will provide a courtesy notification to the Superintendent or his/her designee prior to taking leave.

The CSEA Chapter 566 President will provide the Superintendent or his/her designee with a current list of elected officers within 30 days after an election.

to paid release time for purposes of New Employee Orientations, consistent with the terms of the AB119 agreement.

ARTICLE IV

GRIEVANCES

Section I - Definitions:

A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation or misapplication of the specific terms of this Agreement.

A "grievant" is any employee covered by the terms of this Agreement, or CSEA.

A "day" is any day in which the central administrative office of the Employer is open for business.

The "immediate supervisor" is the lowest level administrator who has immediate supervision over the grievant and who has been designated to adjust grievance.

A grievance or grievance appeal shall require service of the appropriate form by certified mail or personal service by the grievant or grievant's representative. In the absence of such delivery, no grievance or grievance appeal shall be deemed to have been requested.

Section 2 - Informal Level:

A grievant will first discuss the grievance with the appropriate evaluator or immediate supervisor with the objective of resolving the matter informally.

Section 3 - Formal Levels:

Level I - Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on an Employer-prepared form to his/her immediate supervisor. (Note: The form is available from the Personnel Office.)

This statement shall be a clear, concise statement of the grievance, the circumstances involved, and the specific remedy sought.

CSEA may, if it wishes, within the aforementioned time limit submit a statement relative to the grievance to the immediate supervisor.

Article IV, continued

The supervisor shall communicate his/her decision to the grievant and CSEA in writing within eight (8) days after receiving the grievance.

Within the above time limits either party may request a personal conference. The grievant may elect to be accompanied by a CSEA member.

Level II - In the event the Level I supervisor does not respond within the prescribed time limit or the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on an Employer-prepared form to the Superintendent and/or designee within eight (8) days.

This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

CSEA may, if it wishes, submit a statement relative to the appeal within the above-mentioned time limit to the Superintendent and/or designee.

The Superintendent and/or designee shall communicate his/her decision in writing to the grievant and CSEA within eight (8) days after receiving the appeal. After an appeal has been filed, and upon receipt of a written request by the grievant on the Employer-prepared form, a personal conference shall be scheduled within the above time limit by the Superintendent and /or designee. The grievant may be accompanied by a member of the CSEA.

Level III - In the event that the grievant is not satisfied with the decision of the Superintendent and/or designee, the grievant shall within eight (8) days of receipt of the decision, or within eight (8) days of the Superintendent or designee's failure to render a timely decision, appeal the decision to the Board of Education on an Employer-prepared form.

The Board will render a final administrative determination on the grievance. The Board's decision shall be rendered within thirty (30) days of receipt of the appeal, through the Board's representative.

Section 4 - Consolidated Grievances

By mutual agreement of the Employer and grievant alleging identical Agreement violations, the grievances may be processed as a single group at Level II after submission individually at Level I.

Article IV, continued

Section 5 - General Provisions

The Employer shall not agree to any resolution of a grievance at the formal levels until CSEA has received a copy of the grievance and the proposed resolution and has been given a reasonable opportunity to file a response.

All documents, communications, decisions, exhibits and all other records acquired through the exercise of this grievance process shall be maintained by the Employer in separate and consecutively numbered files. No such records shall be placed in an employee's personnel file.

The Employer shall make available for testimony in connection with grievance hearings any employee of the Employer whose appearance is required by the grievant or CSEA. Any witness appearing in connection with this provision shall suffer no loss of pay.

Should the grievant request assistance from CSEA in the process of a grievance, the CSEA representative shall be granted reasonable amounts of release time for processing the grievance. Any disputes over the reasonableness of release time taken or granted shall be processed through the Public Employment Relations Board.

CSEA representatives shall have the authority to file notice and take action on behalf of bargaining unit employees relative to this grievance procedure, with the written consent of the employee.

Should the grievance meeting or hearing be held during the working hours, the grievant and the CSEA representative shall be entitled to release time for that purpose.

ARTICLE V

LAYOFF AND REEMPLOYMENT

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

Notice of Layoff: The Employer shall notify any bargaining unit employee(s) subject to layoff and CSEA, in writing, of the proposed layoff not less than sixty (60) calendar days prior to the proposed effective date of the layoff.

Order of Layoff: Any layoff shall be effected within a class. The order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time within the class, plus higher classes, shall be laid off first. Higher class means a class with the same or higher salary range placement. Seniority shall be determined by the number of non-overtime hours an employee has been in paid status in the class, plus higher classes. Equal seniority situations shall be resolved by a flip of a coin or other method as determined and agreed between the affected employees and the Superintendent.

Bumping Rights: An employee to be laid off from his/her position may elect to bump the most junior employee in the class who works the same number of non-overtime daily and annual hours. If there be no such employee in the class junior to the employee to be laid off, he/she may bump the most junior employee working fewer hours, but most nearly equal to his/hers. If there be no such employee, he/she may bump into a lower class where the employee has accrued seniority through prior service in the class. Seniority in the lower class shall be determined by seniority in that class, plus higher classes. The employee shall have the right to continue bumping into lower classes where he/she has accrued seniority in order to avoid separation from employment. Employees who exercise bumping rights retain all of the reemployment rights to the class and the hours from which originally laid off. Employees who are bumped by more senior employees shall be free to exercise their bumping rights in order of seniority.

Vacant Positions: Any vacant position within a class shall be deemed to be the least senior employee in the class, and shall be bumped into without advertising the vacancy. However, an employee may not bump into a vacant position in the original class with a greater number of non-overtime hours, or into a vacant position in a lower class with a greater number of hours if it would result in an increase in total wages considering the lower rate of pay.

Right to Reemployment: Laid off employees are eligible for reemployment in the class and hours of employment from which laid off for a period of thirty-nine (39)

Article V, continued

months, and shall be reemployed in the reverse order of layoff. Acceptance, or refusal to accept, a reemployment offer to a position with lower class status or shorter hours than that from which laid off shall not diminish an employee's reemployment rights. Laid off employees shall have the right to apply for other positions within the Office as if they were in active status. Any rights to promotional or transfer preference granted active employees by this Agreement shall apply in like manner to laid off employees on reemployment lists. Employees affected by reductions in their regular non-overtime hours of employment or by voluntary demotion in lieu of separation from employment, shall be placed on the reemployment list for an additional twenty-four (24) months. The Employer shall offer all openings for which employees on the reemployment list are qualified, to such employees prior to advertising the vacancies, including positions in lower classes or with shorter hours than the positions to which the laid off employees are entitled under full reemployment.

Reemployment Notice: Whenever a reemployment list is in effect for a bargaining unit class, the Employer shall be responsible for providing written notification of appropriate openings to employees on said list by placing said notice in the U.S. Mail, postage prepaid, to the last known address of the employee. CSEA shall concurrently be provided a copy of each notice.

Required Employee Response to Reemployment Notice: Employees on reemployment lists who desire to return to active status shall notify the Personnel Office of their intent to accept or refuse reemployment within seven (7) working days following the mailing of the reemployment notice or five (5) calendar days after telephone or personal contact. Failure to notify the Personnel Office within the timeline will constitute refusal. If the employee accepts reemployment, the employee must report to work within fifteen (15) work days or as otherwise agreed upon.

Salary on Reemployment: A regular classified employee who voluntarily resigned and who is reemployed in a regular position within thirty-nine (39) months from the date last employed, may, at the discretion of the Employer, be appointed at the same step which he/she held at the time of the layoff.

A regular classified employee who resigns involuntarily due to layoff must be reemployed at the same step which he/she held at the time of the layoff.

Seniority Roster: The Personnel Services agrees to maintain a seniority roster for all bargaining unit classes, which shall be updated not less often than annually.

CSEA shall be entitled to receive a copy of said roster each time it is updated, and each time layoffs are to occur.

Article V, continued

Combined Class: Employees serving in a combined classification, incorporating the duties of separate classes into one position, shall accrue seniority in the component classes in the same manner as for the combined classification, in amounts which reflect the proportion of regular non-overtime hours served in each of the component classes.

Severance Pay: If any employee is laid off due to lack of work or lack of funds, he/she will receive the equivalent of three (3) weeks of regular pay in addition to all earned salary payable in the final warrant. To be eligible for severance pay, an employee must have served at least three (3) consecutive years with the employer. If layoff is due to unconfirmed position funding, severance pay will be withheld pending confirmation of funding. If the position is refunded and the employee is reemployed, severance pay shall not be paid.

Insurance Benefits Following Layoff: An employee who is to be separated from employment through layoff who has served not less than five (5) full academic/calendar years of service with the Employer shall continue to be enrolled in, and receive the same level of Employer contributions of premiums for, health and welfare insurance plans provided for by this Agreement for a period of two (2) months following the date of layoff. This benefit shall apply only to employees enrolled in Employer paid insurance plans at the time of layoff and who have not yet been employed by any other organization or firm having a health benefit program.

Retention of Fringe Benefits Following Reduction in Hours in Lieu of Layoff: An employee who has served no less than five (5) full academic/calendar years of service with the Employer and has accepted a reduction in full time equivalency (FTE) in lieu of being laid off shall suffer no reduction in Employer-paid group insurance benefits, including the proportion of premiums paid by the Employer, for a period of twelve (12) calendar months following the effective date of the service reduction.

ARTICLE VI

SALARY AND WAGES

<u>Range</u>	<u>Job Title</u>
59	Benefits Counselor, CALSTRS
59	Technology Support Specialist/Programmer
54	Nutrition Education Specialist
54	Budget and Accounting Analyst
48	Coordinator - After School Programs/Redwood EdVentures
48	Farm to School Coordinator
48	Coordinator/Local Child Care Planning Council
48	Drug & Alcohol Specialist II
48	Speech and Language Pathology Assistant (SLPA)
48	Certified Occupational Therapist Assistant (OCTA)
48	Program and Events Coordinator -DOD
48	Student Services Navigator
47	Graphics and Communication Specialist
46	Lead AOD Specialist
45	21st Century Learning Support Technician
45	Junior Programmer
45	Principal Account Tech II - Division
45	Computer Systems Tech II
45	Financial Systems Support Specialist
45	Principal Account Tech II - Accounting
42	Purchaser
42	Principal Account Technician
42	Personnel Benefits Technician
42	Senior Benefits Specialist – JPA
42	Personnel Credential Technician
40	Personnel Department Secretary
40	Department Secretary/ Personnel - Legal
40	Department Secretary-Learning Support Services
40	Administrative Assistant - JPA
40	SELPA Secretary
40	Senior Account Technician
40	Early Literacy/HCOE Foundations
39	TPP Lead Vocational Caseworker
38	Lead Bus Driver
37	Division Secretary - Student Programs
37	Homeless Youth Caseworker II
37	Printing & Graphics Communications Technician
37	Mobile Maker Technician
37	Court & Community School Secretary
37	Professional Development Technician
37	Personnel/Legal Secretary
37	SELPA Special Services Info Data Mgmt Technician
37	Special Education (SDC) Program Secretary

Article VI, continued

37	Student Information Technician
37	Special Projects Technician-Career Guidance Technician
37	Special Project Technician - ISS
37	CaISOAP Events Technician
37	CalSOAP Tutor Services Technician
37	Special Projects Technician - Nutrition
36	Life Skills/Special Day Class Vocational Assistant
35	Behavioral Support Assistant
35	Computer Systems Technician
35	IT Help Desk
35	Lead Custodian/Maintenance Worker
35	LVN/Health Team
35	LVN/Instructional Assistant for Medically Fragile
34	Fiscal Clerk-SELPA/SPED
34	Bus Driver
34	Homeless Youth Caseworker
34	Foster Youth and Information Systems Data Technician
34	Intermediate Account Technician
33	Court & Community School Registrar
33	Library Systems Technician
33	Professional Development Technician
33	Senior Office Clerk-Student Programs
33	Benefits Clerk/JPA
30	Custodian/Maintenance Worker
30	Para-Educator-Trades
30	CCS Instructional Aide
30	Infant-Preschool Instructional Aide
30	Special Ed Instructional Aide
30	Special Circumstance Instructional Aide (SCIA)
27	Clerk for Deaf/Hard of Hearing Program
27	Glen Paul School Instructional Clerk
27	Intermediate Office Clerk
27	Central Office Receptionist
27	Medical Clerk
26	Delivery Driver

Section 1 - Placement/Advancement

When making an initial placement for a new hire, the Employer shall consider how the individual's prior qualifications and experience compares to that required for the position. New hires without advanced training and experience shall be placed on Step 1.

To qualify for second step placement, the new hire must possess one or more of the following qualifications:

1. A minimum of two (2) years more formal education than required for position; or
2. A minimum of two (2) years more full time work experience than required for position; or

Article VI, continued

3. A combination of education and experience totaling two (2) years beyond the minimums required for the position.

Similarly, new hires may be placed on Step 3 with three (3) years commensurate advanced experience and/or training; or on Step 4 with four (4) years commensurate advanced experience and/or training; or on Step 5 with five (5) years commensurate advanced experience and/or training; or on Step 6 with six (6) years commensurate advanced experience and/or training; or on Step 7 with seven (7) years commensurate advanced experience and/or training.

For initial placement purposes, the previous educational training and/or work experience must directly relate to increasing the individual's knowledge base, skills and/or abilities required to perform the job as those items are delineated in the job description.

If an employee is hired before January 1 of any year, he/she shall be advanced to the next step of the salary range on the July 1 that immediately follows. For any individual hired after January 1 of any year, step advancement will occur on the second July 1 following the date of hire. Upon satisfactory evaluation, continuing employees will advance one step each year on July 1 until the top step is reached. Any newly-hired employee, who served as a substitute and/or short-term employee immediately prior to his/her employment as a regular employee, shall be granted credit for his/her substitute and/or short term service as if it were regular service when determining initial step placement as a regular employee.

Section 2 - Longevity

A longevity recognition of 5% shall be added to an employee's base salary commencing on the July 1 following the 10th anniversary year of service; 7% shall be added to an employee's base salary commencing on the July 1 following the 12th anniversary year of service; 10% shall be added to an employee's base salary commencing on the July 1 following the 15th anniversary year of service; 12% shall be added to an employee's base salary commencing on the July 1 following the 20th anniversary year of service; and 15% shall be added to an employee's base salary commencing on the July 1 following the 25th anniversary year of service.

Longevity recognition shall continue in each subsequent year of continuous employment.

Each subsequent longevity recognition noted above supersedes/replaces all previous payments and shall not be cumulative.

Article VI, continued

Section 3 - Work Out-of-Class

Any employee who is temporarily assigned a position outside of his/her job class shall receive out-of-class compensation for the duration of the assignment. His/her temporary reclassification shall reflect a step placement that results in no less than a 5% net increase in base pay whenever possible in the new class. The temporary out-of-class assignment may continue as long as another regular employee is on leave. If no regular employee is on leave, an out-of-class assignment for any one employee shall not be carried longer than six (6) consecutive months without prior written agreement between the parties.

Article VI, continued

Section 4 - Split Shift Differential

During the regular academic year, employees who serve only in a single classification of employment, and have a regularly scheduled period of uncompensated time during the assigned workday of three (3) or more hours, shall receive a split shift differential premium of forty-five cents (\$0.45) per hour for all hours worked. Effective July 1, 2014, Bus Drivers are not eligible for this Split Shift Differential because a split shift differential was embedded in a range reallocation as of that date.

ARTICLE VII Transfers and Promotions

DEFINITIONS

Reassignment: A reassignment is the Employer initiated assignment of an employee from one position to another in the same classification. Transfer: A transfer is the employee initiated lateral movement of an employee without examination from one position to another position in the same class regardless of hours. Promotion: A move from a classification to a higher classification based on merit and/or written and/or oral examination processes.

VACANCY

When the Employer determines to fill a vacancy that is created through the dismissal, demotion, death, abandonment, promotion, resignation, transfer or retirement of an employee, or action by the Employer

to create a new position, such vacancy shall be posted on the Employer website and emailed to all classified employees to their HCOE email within ten (10) working days of the establishment of the vacancy.

Article VII, continued

Transfer Opportunities: Employees may, at any time, submit to the Personnel Office a written letter of interest within their current class to another work location or work shift within the Employer. The Personnel Office shall maintain a transfer file of all such requests received per vacancy.

Promotion Opportunities: Vacancies in positions unless filled by reinstatement, transfer or appointment from re-employment lists shall be filled insofar as practicable by promotion from among employees holding positions in such appropriate classes as the commission may designate. Promotion shall be based upon merit as determined by competitive, written assessment and/or interview and by the superior qualifications of the employee promoted as shown by investigation, performance reports and/or appropriate means to ascertain the past performance and future potential of the employee.

POSTING

All vacancies shall be posted by the Employer for not less than six (6) working days on the Employer website prior to being filled. The Employer shall send a vacancy posting to all classified employee's HCOE email. Any employee may submit to the Personnel Office a written letter of interest to the vacant position.

POSTING INFORMATION

All vacancy postings required under this Article shall include the class title of the vacant position; the hours and days of employment of the position; the work site of the position; and shall include all salary steps of the salary range assigned to the position.

SUBSTITUTE

This shall not restrict the Employer's ability to employ a substitute employee pending the filling of the vacancy so long as the Employer actively pursues the employment of a regular employee.

IN CLASS TRANSFER CONSIDERATION

If three or more employees in the same class as the vacancy request a transfer to the vacant position, the Employer will interview and consider those transfer candidates before interviewing promotional or outside candidates. Nothing in this section precludes the Employer from interviewing candidates from the eligibility list, pursuant to the Personnel Commission Rules and Regulations, after interviewing in class candidates.

Article VII, continued

INVOLUNTARY REASSIGNMENT

An employee may not be involuntarily reassigned until given an opportunity to discuss the reasons with the Personnel Director. Upon request of the employee, the Employer shall provide in writing the reason for the reassignment. The employee shall also be given the opportunity to be considered for other vacancies which are available at the time of the pending reassignment for which the employee is qualified. The Employer may proceed with an involuntarily reassignment of an employee when special circumstances arise after giving the employee the opportunity to discuss the reasons and look at transfer opportunities. Such reassignment will be in the same class, with the same number of hours per day. Reassignments will not be arbitrary and may not be imposed unilaterally for purposes of circumventing the discipline process and providing the employee with their due process rights.

Article VIII

PROFESSIONAL GROWTH Pro-Growth Committee

A committee composed of two (2) bargaining unit employees appointed by CSEA and two (2) management persons appointed by the Superintendent or designee shall review units earned by the employee for professional growth purposes and make recommendations to the Superintendent. The Superintendent shall consider the committee recommendations in making the final decision for recognition and salary credit.

Standards for Receiving Credit

Salary credit shall be granted for employment training received after initial hire under the following conditions:

- a. Courses, workshops, and seminars must be taken from an accredited college, university, the American Red Cross or be sponsored by the Humboldt County Office of Education. Credit may also be given for courses taken from other providers, such as non-profit agencies or commercial sources, if they are approved by the Employer.
- b. Training must be specifically related to the employee's present assignment or job family or focus on subject matter that would enhance the employee's over-all contribution to the Employer. The training must be in addition to the minimum requirements of the position. Pro Growth credit does not apply to post hire training provided by the Employer to meet changes in minimum job requirements.
- b. Training must be received during unpaid status.
- c. Costs for training, if any, are not paid by employer.
- d. Prior recognition for the training has not been awarded. Exceptions: 1) courses taken for first aid or CPR recertification; 2) sign language training; or 3) any other training with prior approval of the Professional Growth Committee may be counted more than once for professional growth credit.

Article VIII, continued

- e. Training must be completed prior to September 1 in order to count toward salary advancement during that current school year. Training completed between September 1 and June 30 may be applied toward salary credit beginning on the following July 1.
- f. If training is graded, a "C" or better must be earned, or "pass" must be earned if pass/fail system is used.
- g. No more than 60 post-hire units may be applied toward professional growth credit for the duration of an employee's service; credit shall be recognized in blocks of three (3) full units (a total of 20 blocks maximum); no more than 12 units per year or the equivalent may be applied for credit in any one year.

Workshops/Seminars in Lieu of College Coursework

All workshops/seminars must have prior written approval of the employee's immediate supervisor. In the event the immediate supervisor declines to grant approval of the workshop, an appeal may be made to the Professional Growth Committee. Such an appeal and the written approval of the Committee must be received prior to taking the course for credit.

Time spent attending workshops and/or seminars shall be credited at the rate of 20 clock hours per unit.

Hours may be accumulated from more than one approved workshop and/or seminar in order to obtain the 20 clock hours of attendance for credit purposes.

Salary Credit for Professional Growth

Full time employees shall have \$135 added to their annual salary for every 3-unit block earned. The highest annual professional growth salary augmentation shall be \$2,700 (attainable after having earned the maximum 20 blocks of professional growth). Part time employees shall earn a pro-rated amount of salary credit. Beginning July 1, 1992, the definition of "full time" and "part time" shall be the same as that described under "Workweek and Hours" in this Agreement. Professional Growth salary credit under these new guidelines will be converted to an hourly equivalent and made a part of an employee's base salary.

Article VIII, continued

Application for Professional Growth

Professional Growth credit for coursework, workshops, or seminars taken by an employee is subject to the approval of the Professional Growth Committee. Employees are advised to submit a request for Professional Growth Recognition form and obtain the Committee's approval prior to taking any training for credit.

In order to be credited with Professional Growth, employees shall submit to the Director of Personnel documentation of completion no later than October 15 in order to receive salary credit for the current school year. Forms shall be available from the Personnel Office.

Impact of Promotion on Professional Growth Recognition

The Professional Growth Committee shall meet and re-evaluate an employee's bank of pro-growth credit upon transfer or promotion to determine appropriateness in relation to the new position.

Grandfather Provision

As of July 1, 1992, employees who were receiving "Professional Growth" salary augmentation pursuant to the contract provisions that were in effect prior to July 1, 1990, shall continue to receive an hourly salary augmentation equivalent to what was calculated in 1991-92, providing they remain continuously employed in the same classification.

If a "grandfathered employee" is subsequently promoted to a higher class, step placement in that new class will, if possible, reflect a minimum 5% increase in hourly wages above that which the employee was previously earning and which was inclusive of the grandfathered salary augmentation. Upon promotion, the grandfathered salary augmentation will cease to be applied.

This previous "professional growth" augmentation shall be henceforth referred to as "placement augmentation" so as to be distinguishable between the new "professional growth" provisions described in the previous sections.

"Grandfathered employees" shall be eligible for "professional growth" salary credit under the new provisions in addition to any placement augmentation except that no employee shall receive more than \$2,000 per year in total payment for these two (2) forms of augmentation.

ARTICLE IX

WORKWEEK AND HOURS

Definition of Full Time Status

The normal full-time workweek shall consist of five (5) consecutive days, Monday through Friday, of seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week. The full-time workweek for Instructional Aides, Speech Language Pathologist Assistant, Behavior Support Assistant, Life Skills/Special Day Class Vocational Assistant and LVNs shall be seven (7) hours of work per day for the five (5) consecutive days, and shall be not less than 184 work days each fiscal year. A limited number of positions may be assigned regular Saturday work as part of the five (5) day workweek in every seven day period.

Any non-voluntary reduction in the regularly assigned work day, week or year of any bargaining unit position shall be considered a layoff.

Duty-Free Lunch Break

All bargaining unit employees shall be entitled to an uninterrupted, duty-free lunch period of not less than one-half hour and not more than one hour, which shall be scheduled at or about the middle of each employee's work shift. An employee required to work on his/her lunch period shall receive pay at the overtime rate for work performed during the lunch period.

Rest Periods

All bargaining unit employees shall be granted two (2) rest periods each full-time work shift. Such rest period shall be of fifteen (15) minutes duration each, and shall be scheduled at or about the middle of the first and second halves of the work shift.

Article IX, Continued

X-Overtime and Holiday Payment

All bargaining unit employees shall be provided overtime pay at the rate of one and one-half times the employee's regular rate of pay for all authorized work performed in excess of the established full-time workday and workweek, and for all work performed on Saturday and/or Sunday (when not part of the regular five day work week assignment). The earning of overtime shall be in compliance with Fair Labor Standards Act requirements when applicable to the position.

Any bargaining unit employee required to work on any holiday listed in this Agreement shall receive pay at the rate of one and one-half times the employee's regular rate of pay, in addition to the employee's regular pay, for all hours worked on said holiday.

Compensatory Time Off in Lieu of Overtime Payment

At the Employer's option, bargaining unit employees may be required to take compensatory time off in lieu of overtime pay for any overtime hours worked under this Agreement. The employee may request compensatory time off in lieu of overtime payment and may be granted such time off with the approval of the employee's supervisor. Compensatory time off shall be granted at the same rate as the overtime which it replaces.

Compensatory time off which is not taken within the fiscal year during which it was earned shall be paid for in cash at the appropriate overtime rate, and at the employee's rate of pay at the time payment is made. Said payment shall be made twice yearly, on June 10 and the December 10 supplemental payrolls.

At no time shall overtime be accrued in excess of ninety (90) hours. Any overtime in excess of ninety shall be paid to the employee during the pay period in which it was earned.

Article IX, continued

Minimum Call In Time

Any employee called into work on a day when the employee is not previously scheduled to work shall receive a minimum of one (1) hour compensation regardless of the time spent on the job. This first hour minimum, and all other hours worked, if any, shall be subject to "overtime rates" if the specifications noted above are met.

Call-Back Time

Any employee who is called back to work after completion of his/her regular assignment shall receive a minimum of one (1) hour compensation at the appropriate rate, regardless of the actual time spent on call-back. The one hour minimum, and all other hours worked, if any, shall be subject to "overtime rates" if the specifications noted above are met. (The overtime rate for hours worked by part time employees on call-back shall be paid only for the actual time spent in paid status beyond that which is required for full time equivalency in their respective classifications.)

Standby Time

All assigned standby time, such as for bus drivers who are accompanying students on field trips, shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this agreement.

Travel and Conference Compensation

If an employee is required to travel before 8:00 a.m. or after 5:00 p.m. on any workday or travel on any weekend in order to attend an assigned (supervisor-initiated) conference, workshop or seminar, such travel time shall be compensated at the rate equivalent to time-and-one-half the employee's regular rate of pay. Required travel on a holiday shall be paid at time and one-half plus regular pay. Travel time pay shall be made in lieu of any hourly per diem compensation. Travel to/from any optional (employee-initiated) conference, workshop or seminar, if approved, shall be compensated in accordance with the Employer policy on per diem reimbursement.

ARTICLE XI

HOLIDAYS

Bargaining unit employees who are in paid status the immediate workday preceding or succeeding the following holidays shall be paid their regular daily rate for such holidays:

- New Years Day (January 1)
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving (In lieu of Admission Day)
- Christmas Day (December 25)
- Floating Holiday (See next section)

"Work day" shall mean any day the central administrative offices of the Employer are open for business.

Floating Holiday Scheduling

A "floating holiday" is any day of the employee's choice, but which must have the immediate supervisor's written approval prior to the employee taking the day off. This holiday may be carried over for twenty-four (24) months. Time accumulated in excess of twenty-four (24) months shall be lost.

If there is any conflict between employees who are working on the same or similar operations as to when a floating holiday shall be taken, the employee with the greatest seniority shall be given his/her preference.

Special Holidays

In addition to the above list, every day appointed by the President or the Governor of this state as provided for in subdivisions (b) and (c) of Section 37220 of the Education Code for a public fast, thanksgiving or holiday, or any day declared a holiday under Section 1318 or 37222 for classified or certificated staff shall be considered a paid holiday.

Article XI, continued

Effect of Weekend Holidays

When an above-described holiday falls on a Sunday, the following Monday shall be deemed a holiday; when an above-described holiday falls on a Saturday, the preceding Friday shall be deemed a holiday.

Christmas and New Year's Holidays

Bargaining unit employees who are not normally assigned to duty during the school holidays of Christmas Day and New Years Day shall be paid for those two (2) holidays provided that they are in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Office Closure Not Deemed "Holiday"

Nothing in this article would prohibit the Employer from: 1) closing any worksite early on a normal work day (such as on Christmas Eve); nor 2) choosing not to open any worksite for public business on a day that would otherwise be considered a normal work day during the year (such as on the day before Thanksgiving). Closure shall not be deemed declaratory of nor equivalent to a "paid holiday" for any employee. If such a closure is authorized by the Superintendent or designee, the closure time shall be considered "recess." Salaried employees, whether they chose to work or not, shall not have their wages affected by such recess. Hourly employees who are authorized to work during any recess due to closure shall be paid their regular rate of pay. Closure of the Office in any given year shall not be considered precedent setting for any succeeding year. This section shall not operate to reduce any employee's regularly assigned daily, weekly or annual hours of employment.

ARTICLE XII

VACATION

Employees shall accrue vacation credit during the year on a monthly basis as the employee is in paid status. Vacation shall be accrued in accordance with the following schedule:

1. During the first three years of employment - 10 days per year.
2. During the fourth through the seventh years of employment - 15 days per year.
3. During the eighth year of employment and thereafter - 20 days per year.

Pro-Rata Vacation Accrual for Part-Time Employees

Employees who work less than twelve (12) months per year and/or less than five (5) days per week shall have their vacation accrual adjusted proportionately.

Holidays Within Vacation Periods

Should a holiday listed under this Agreement fall during an employee's scheduled vacation period, that day shall be considered a holiday and the day shall not be deducted from the employee's vacation bank.

Vesting Period

Earned vacation does not become a vested right until completion of the first six months of employment.

Scheduling of Vacations

Vacation shall be taken at the convenience of the department and as workload permits. Vacations must be authorized by the immediate supervisor and department director prior to the vacation.

Monthly salaried employees whose work is not aligned with the student attendance calendar may take their vacation at any time during their work year with prior approval of their immediate supervisor and department director.

Monthly salaried employees whose work is aligned with the student attendance calendar (examples: instructional aides, school clerks, etc.) shall not be entitled to take scheduled work time off for vacation purposes, but shall be paid for vacation earned at the conclusion of the school year.

Hourly employees may arrange to receive their vacation pay during the winter and/or spring academic recesses or at the end on the school year in order to better equalize payroll checks for these periods of employment.

Article XII, continued

Effect of Seniority on Vacation Scheduling

If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the employee with the greatest hours of seniority shall be given his/her preference.

Effect of Illness on Vacation Scheduling

If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the employer shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.

Accumulation of Vacation and Payment For Accrued Time

Vacation credit may be accumulated to a total not to exceed that which the employee could earn in two (2) years. If this limit is reached, the employee shall be paid for any excess days during the pay period in which it is earned and at the employee's rate of pay at the time payment is made.

Exception: Unless otherwise approved by the Superintendent, classified employees working exclusively in grant funded positions and those serving as Instructional Aides, Speech Language Pathologist Assistant, Behavior Support Assistant, Life Skills/Special Day Class Vocational Assistant and LVNs shall be paid off annually for any unused vacation earned and may not accumulate credit from one year to the next. Employees who are paid in part from grant funds and in part from regular program revenues may only carry over that portion of vacation earned from service within the regular program.

Effect of Termination on Earned Vacation

A bargaining unit employee terminated for any reason shall be compensated for all hours of vacation earned but not used. Should the employee have taken vacation time that has not been earned, then such time taken but not earned shall be deducted from the final pay warrant.

ARTICLE XIII

HEALTH AND WELFARE BENEFITS

Employer Contribution Rates

- A. Continuing July 1, 2020, the Employer's ongoing contribution towards the cost of medical, dental and vision health and welfare benefits per full time unit member shall be \$1,316 per month, \$15,7920 per year. The unit member's share of the health and welfare benefit insurance premium shall be \$0 per month until June 30, 2021

The bargaining unit has selected for full-time employees: NCSMIG-JPA

For the 2020-2021 year only, the Employer shall pay the full-time unit member's share of the health and welfare benefit premium for the NCSMIG JPA Oak Medical Plan, Dental Plan D-20, and Vision Plan C-5

Medical Oak Plan at \$1,794.35 per month, \$21,532.20 per year; Dental Plan D-20 at \$112.57 per month, \$1,350.84 per year; and Vision Plan C5 at \$20.36 per month, \$244.32 per year; for a total annual health and welfare benefit premium of \$ 23,127.36 Part time employees may select any medical plan option in lieu of Oak and receive pro-rated Employer-paid contributions. All employees can purchase up to the Redwood medical plan at their option and contribution.

- B. Any amount in excess of the Employer's level of contribution required for full premium payment shall be deducted from the salary of bargaining unit members and may be paid through an IRC 125 plan established by the Employer upon written request of the bargaining unit member to the third-party administrator.

Exception: Employees whose regular employment is for less than 12 months per year may opt in writing to not have premiums deducted from their salary for the months in which they are not on duty, provided the employee agrees to pay directly his/her share of the premium by personal check or cash prior to the beginning of the month for which the premium is due. If the direct payment option is chosen, the premium may not be made through an IRC 125 plan.

- C. New employees and their dependents will be eligible for employer-paid benefits on the first day of the calendar month immediately following their initial date of hire.

Article XIII, continued

Unit Notification Timelines

- A. The unit shall notify the Employer of its choice of medical, dental and vision plans for the 2020-2021 school year in writing after ratified. . If not received in writing, the Employer shall assume the unit desires no change in plan/program participation.
- B. Should the unit elect to change health and welfare benefit providers, the unit shall provide the Employer written notice of the change at least 10 working days in advance of any required notification dates established by the current and prospective providers in order for the Employer to meet any of its related responsibilities.

Pro-Rata Benefits Coverages for Part Time Employees

Part-time probationary and permanent employees and their dependents shall be eligible to receive prorated Employer-paid benefits if they are serving in an assignment more than .50 FTE. The benefits will be provided twelve (12) months per year, but the Employer shall contribute only that portion of premium costs as the employee's regularly assigned hours of work bear to a full-time assignment as described below.

Calculation for pro-rated benefits coverage will use these figures for all unit members in probationary or permanent status.

- 1. Instructional Aides, Speech Language Pathologist Assistant, Behavior Support Assistant, Life Skills/Special Day Class Vocational Assistant and LVNs classifications shall use 7 hours/day, 5 days/week, 10 months/ year, or the equivalent hours as a base.
- 2. Bus drivers shall use 7.5 hours/day, 5 days/week, 10 months/year or the equivalent hours as a base. The length of year shall vary from 10 to 12 months depending on classification.

Alternative Health and Welfare Programs

The Employer reserves the right to propose alternate health insurance during the life of this Agreement so long as the level of benefits does not decrease.

Termination and Coverage

When terminated, health and welfare benefits coverage for the employee and dependents shall extend to the last day of the calendar month in which the final day of paid service was rendered.

Article XIII, continued

Continuing Coverage After Retirement

Retirees shall be afforded the same medical coverage as provided to full-time employees if the premiums are paid by the retiree, if such retiree coverage is permitted by the policies of the North Coast Schools' Medical Insurance Group, and if the Humboldt County Office of Education remains a member of the North Coast Schools' Medical Insurance Group.

Disability Income Protection

All bargaining unit employees shall participate in a plan for disability income protection (currently American Fidelity Assurance Company). Premiums shall be employee-paid and will be by payroll deduction each month at a rate established by the insurer.

ARTICLE XIV

EVALUATION

No evaluation of any bargaining unit employee shall be placed in the employee's personnel file without the employee first being given an opportunity to prepare and have filed with the evaluation a written rebuttal. Evaluations shall be performed only by the employee's immediate supervisor. Any evaluation in which the employee's performance is found to be less than acceptable standards, shall be signed by the employee indicating only that the employee has received a copy of the evaluation, and not that the employee agrees with same. No bargaining unit employee shall be required to sign an evaluation for another bargaining unit employee.

Newly hired and promotional bargaining unit employees shall receive not less than one formal written evaluation during the probationary period of six (6) months service. Permanent bargaining unit employees shall receive not less than one formal written evaluation each year, which shall be completed prior to May 30 of each year.

ARTICLE XV

LEAVES

Bereavement Leave - Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave may be granted for not more than five (5) days upon request of the employee. The immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any person sharing an unmarried partnership with the employee living in the immediate household of the employee; or those blood relatives of the employee for whom the employee is considered to be the "next of kin," or those blood relatives, not next of kin in bloodline, over whom the employee has assumed primary care oversight responsibility.

Court Duty - Employees shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall endorse and deliver to the Employer any jury duty fees received, and the Employer shall issue to the employee his/her regular pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. The Employer reserves the right to have the employee submit a "request for postponement" to the court if the original jury duty summons is for a time when the release of that employee would be a hardship for the Employer. Court duty shall also be made available to employees if required to appear in court as a subpoenaed witness.

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.

Sick Leave - Employees shall be entitled to twelve (12) days of paid leave of absence for illness or injury for each fiscal year of service. Employees serving less than twelve (12) months per year and/or less than five (5) days per workweek, shall have their allowable days of absence prorated accordingly.

Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of absence.

Article XV, continued

At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. However, a new employee of the Employer shall not be entitled to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the Employee.

If an employee does not take the full amount of sick leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

An employee who leaves employment during a school year who has used more sick leave than he/she has accumulated up to the last day of service, shall have the unearned days deducted from the final pay warrant.

Employees may transfer unused accumulated sick leave from a former school district of employment into the Employer, if the former employment was for a year or longer, if the employee left the former district within a year of beginning employment with the Employer, and if the former employment was not terminated for cause. Employees may transfer unused accumulated sick leave from the Employer to another district under the same terms. Employees desiring to receive credit upon transfer must apply for the transfer to the prior employer in writing.

Any sick leave benefits earned but unused on the date of retirement may be converted by the employee to retirement credit in accordance with Govt. Code Sec. 20862.5 or its successor if the employee is filing a request for retirement.

Pregnancy Leave - Absences necessitated by pregnancy, complications thereof, childbirth and post-partum recovery qualify for accrued sick leave usage, so long as the employee is off work under the written instructions of her medical advisor.

A copy of such instructions shall be provided to the Employer and shall specify the anticipated delivery date, the last date the employee may safely perform her duties and the estimated period of recovery following childbirth. Pregnant employees shall keep the Employer currently informed about anticipated absence dates around childbirth. The employee shall provide the Employer with a written statement from her medical advisor when she may safely return to work.

An employee shall exhaust accrued comp time before qualifying for pregnancy leave; and, at her election, an employee may choose to exhaust earned vacation time as well before beginning pregnancy leave.

Article XV, continued

Sick leave usage under this section shall begin on the first day of absence from work (or, in the alternative, after all vacation and/or comp time has been exhausted). Sick leave shall be used consecutively until the employee's bank of sick leave has been exhausted.

Unpaid leave of absence for childrearing purposes, following recovery from child-birth, is available under Family Leave and must be applied for separately.

Paid Parental Leave

Absences due to birth of employees' child or adoption of child by employee or placement of foster child with an employee qualify for Paid Parental Leave. Up to 12 work weeks of paid time off is available to an employee if the employee elects to use available sick leave. If available sick leave runs out before the 12 week period, an employee may be granted extended sick leave (differential). All available sick leave and vacation must be exhausted before differential can be accessed. An employee may elect to use only part of their sick leave to remain in paid status during the 12 weeks which would result in the remainder of the 12 weeks as unpaid.

During an approved leave the employee shall be entitled to continue all medical insurance coverage (health, dental and vision) on the same terms and conditions if employment had continued in active status. Employees on this leave return to their former position and department, subject to reassignment and transfer on the same basis as other unit members. Leave under California Family rights Act and Family Medical leave runs concurrently for a maximum of 12 workweeks in any 12 month period.

Family Leave

- A. In coordination with other paid and unpaid leaves that may be available as described herein and subject to the limitations listed below, employees shall be granted unpaid leave of absence up to 12 workweeks during any 12 month period for the following reasons: (1) for childrearing purposes upon the birth, adoption, or legal foster care placement of a child; (2) to care for the spouse, son, daughter or parent of the employee if that individual has a serious health condition; and (3) because of a serious health condition that makes the employee unable to perform the functions of his/her position.

- B. Before family leave can be taken for reason A (2), the employee shall have exhausted all available personal necessity and, if appropriate, catastrophic leave for care of a terminally ill immediate family member (Catastrophic Leave I); or, in the case of a personal health condition, reason A (3), the employee shall have exhausted all available sick and catastrophic leave (Catastrophic Leave II). The 12-workweek timeframe shall include all paid leave that was available and taken by the employee.

Article XV, continued

- C. The Employer shall not be obligated to grant the leave request if one or more of the following conditions exist:
 - a) Where reasonable advance notice has not been provided, yet it was possible for the employee to do so because of the foreseeable nature of the medical condition and/or treatment program;
 - b) If the spouse of the employee is unemployed or taking family leave and is therefore available to care for the child or parent;
 - c) If the employee has not provided medical certification supporting the need for leave in the case of a serious health condition affecting the employee, parent, spouse or child;
 - d) If the employee has not yet completed one year of employment with the Employer.
- D. If both husband and wife are employed by the Employer, the number of workweeks of leave to which both may be entitled shall be limited to 12 workweeks during any 12 month period if leave is being taken because of the birth, adoption or foster care placement of a son/daughter, or in order to care for a relative as noted in A2 above
- E. Leave taken for childrearing shall not be taken intermittently. Leave taken because of a serious health condition or to care for a relative as noted above, may be taken intermittently or on a reduced leave schedule when medically necessary. If the leave is to assist with medical treatment, the employee shall make reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer.
- F. The Employer shall maintain group health insurance coverage for an employee on Family Leave if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work.
- G. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which

Article XV, continued

the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Catastrophic Leave I - An employee may elect to use up to forty-eight (48) days of accrued sick leave to provide necessary care for a member of the immediate family who is suffering from a terminal illness. Verification of the family member's status shall be required before approval of the leave. If the employee elects to apply for catastrophic leave benefits, any days used may, at the Employer's discretion, be counted towards the 12 weeks of leave referred to under "Family Leave" above. Catastrophic Leave shall be in addition to the benefits provided under Personal Necessity Leave.

Catastrophic Leave II -

1. A Catastrophic Leave Bank is hereby created for the purpose of assisting participating employees to remain longer on paid status during periods of necessary separation from work after all other appropriate sick leave, Catastrophic Leave I, industrial accident and illness leave, worker's compensation benefits, compensatory time off and vacation have been exhausted. This leave is limited to the terms, conditions and purposes specified herein.
2. An employee may be eligible to receive Catastrophic Leave II benefits for the following reasons:
 - a) To recover from an accident or illness to the employee, whether or not it is work related, with certification from a physician that the employee cannot return to work.
 - b) To care for a member of the immediate family who is suffering with a terminal illness when such care cannot reasonably be provided by someone else. (A physician's statement is required to verify patient's condition and a reasonable explanation of the need to provide care may be requested before leave is granted.)
3. Each employee may voluntarily contribute to the Catastrophic Illness Leave bank. Only those who have contributed to the bank are eligible to draw from the bank. Contributions must be renewed annually in order to maintain eligibility except:
 - a) If an individual's sick leave is exhausted and he/she is drawing from the bank, he/she shall not be required to contribute in that year in order to continue to receive benefits.
 - b) If an employee, who donated to the bank in the preceding year and was thus eligible to participate in its benefits, cannot report to work at the beginning of any new school year due to approved medical reasons, the

Article XV, continued

employee shall not be required to donate a day from the new allocation of sick leave in order to be eligible to apply for catastrophic leave benefits after exhaustion of that new sick leave allocation.

4. The annual rate of contribution by each participating employee for each school year shall be one (1) day of sick leave.
5. Contributions to the leave bank become the property of the pool, even if not utilized, and can only be withdrawn under the terms and conditions of this Article.
6. The Employer shall notify new probationary employees of the opportunity to donate at the time of hire. New employees will have 30 days after starting employment with the Employer to donate in order to be eligible to participate in that year. Regular, continuing, personnel will have thirty days from the start of each academic year to indicate their participation for that current year.
7. An individual may qualify for a withdrawal from the bank for a maximum of 30 days in any fiscal year.
8. The leave bank shall be considered self-contained and limited by the employee contributions received and accrued over time. There shall be no catastrophic leave awarded, nor any obligation to provide such leave, when all days in the bank have been exhausted.
9. In October of each year, participating employees shall receive notice of how many days have been contributed and accrued to the bank and how many days have been used since the last reporting. No confidential personal information will be disclosed, however, in this report to the participants.
10. In the event the leave bank accrues 150 days, no further annual contributions from ongoing participants will be required in order to sustain their eligibility to draw from the bank. Voluntary deposits to the bank shall not be requested again until a draw from the bank is made and the total days accrued falls below 150. In such event, employees will be requested to re-enroll during the next regular 30-day window period for participation as described above.
 - a) New members may continue to join even if the accrued amount of days in the bank reaches 150.
 - b) Continuing regular employees may initiate (or restart) their bank eligibility during the next window period for contributions regardless of the number of days accrued in the bank.

Article XV, continued

11. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the bank shall be returned to the then current participant pool proportionately.
12. For purposes of donation and withdrawal from the bank, a "day" shall be recorded irrespective of the hourly equivalent the employee serves in their regular assignment at the time of his/her contribution or withdrawal. (Example: If an employee is regularly assigned four (4) hours per day and he/she initiates participation in the bank, his/her donation shall be recorded as "one day." If that same employee acquires full time status at a later date, and he/she applies for leave under this Article, any days awarded to him/ her shall be at the full time rate. The reverse scenario shall also apply.)

Industrial Accident or Illness Leave - In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this state, employees shall be entitled to the following benefits:

1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of not more than sixty days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
2. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for one day.
3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If however, the employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only that portion of his/her accumulated and available sick leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
4. Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

Article XV, continued

Substitute Differential Pay Leave - When a bargaining unit employee is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence. An employee receiving compensation under this section shall continue to receive Employer-paid health and welfare benefits at the normal rate as if the employee were working.

Personal Necessity Leave - A maximum of twelve (12) days of sick leave may be used by an employee, at his/her election, in cases of personal necessity each fiscal year. Leave for personal necessity shall be limited to the following reasons:

1. The death of a member of the employee's immediate family when additional leave is required beyond that provided by bereavement leave.
2. As a result of an accident or illness involving the employee's person or property, or the person or property of a member of his/her immediate family.
3. When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness.
4. Such other reasons approved by Employer.

General Leave - When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time and upon any terms acceptable to the Employer and the employee.

Miscellaneous Provisions -

1. If an employee on any unpaid leave desires health and welfare benefits coverage, the employee shall be responsible for paying the premium costs for said benefits in any month in which the employee is on unpaid status on the first working day of the month.
2. If an employee begins an unpaid leave after the first working day of any calendar month, the Employer shall pay the health and welfare premiums until the end of that month. If the employee continues on unpaid leave and desires coverage after this date, he/she shall be responsible for paying the full premium costs beginning the first day of the next calendar month. Payment for premiums shall be pre-paid.
3. If an employee is on paid leave: The absence shall not be considered as a break in service; all benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

Article XV, continued

4. If an employee is on unpaid status for six (6) months or less: No break in service shall be recorded; the employee shall retain eligibility for an annual step increase upon return; benefits (such as vacation accrual and Employer-paid health and welfare) under this Agreement shall not continue.
5. If an employee is on unpaid status for more than six (6) months: No break in service shall be recorded; the employee shall not retain eligibility for an annual step increase; benefits under this Agreement shall not continue.

ARTICLE XVI

MEDICAL PROCEDURES

Instructional Aides who are not licensed as LVN's or RN's shall not be required to regularly perform necessary and specialized medical procedures (such as clean intermittent catheterization, injections, suction, gavage feeding, and drainage). Aides may be required to attend training on said procedures in order to be prepared to respond in an emergency situation.

ARTICLE XVII

RETIREMENT PROGRAM OPTIONS

1. Early Retirement Option #1: The "Golden Handshake Program" shall be made available to HCOE retiree applicants who meet all eligibility and other legal requirements, provided the program is offered under the PERS retirement system. This program provides the retiree an enhanced monthly benefit annuity as a result of the Employer purchasing additional service credit at the time of the employee's retirement, per Government Code Section 20904.

During each year of the Agreement, there will be two window periods during which employees may apply for the Golden Handshake Program.

2. Early Retirement Option #2: An eligible employee may apply and be considered for a reduced workload option under PERS regulations providing he/she meets all eligibility requirements and: 1) the employee picks up his/her share of health and welfare benefit premiums; 2) a qualified substitute is available, if one

Article XVII, continued

is necessary; and 3) the employee's proposed schedule for workload reduction can be accommodated within the needs of the Employer.

3. Retirement Option #3: This retirement option shall be available only to qualified unit members employed by the Humboldt County Office of Education on June 30 of any year, and who retire between July 1 of a year and June 30 of the following year, provided that notice of retirement and selection of this option is given to the employer no later than March 1 of the calendar year in which they intend to retire.

A unit member who has attained the age of 55 and who has served at least 10 years full-time equivalent service as a classified employee of the Humboldt County Office of Education may elect to receive 1 month of post-retirement employer-paid health and welfare benefits for each full-time equivalent year of service with the employer. The health and welfare benefits shall be the same as those provided active unit members as described in Article XI of this agreement. This early retirement option is in lieu of the Golden Handshake, Early Retirement Option #1.

For purposes of this early retirement option, full-time equivalency shall be based on a full-time assignment for the employee's class as described in Article VIII and Article XI of this agreement. For eligible employees having at least 10 years of FTE service, if, after computing full years of service, there is a remaining fraction of service credit over .50 FTE, it shall be rounded up to the next whole number and credited as 1 year of service for purposes of receiving health and welfare benefits. (For example, an employee with 10.51 FTE service would be eligible to receive 11 months of employer-paid benefits.)

For any employee who selects to receive Employer-paid benefits for a period of time after retiring and is, or will become, age or disability eligible for Medicare coverage, the employee must enroll in Medicare A and B at the time of eligibility and the JPA medical benefits will be considered secondary coverage. The Employee will be reimbursed for the Medicare plans premiums, if any. The same Medicare enrollment would apply to any family member of the retired employee who meets the age requirement and is covered on the JPA medical plan.

General Provisions for Retirement Program Options:

- a) Employees who wish to participate in the Golden Handshake Program (Option #1) or, if available, the post-retirement benefit program (Option#3) may also request to participate in Option #2 (reduced workload) if otherwise permitted under PERS regulations.
- b) Unless otherwise specified by law, an employee must attain the age of 55 before participating in the above retirement options.

ARTICLE XVIII

COMPLETION OF MEET AND NEGOTIATE

Except as noted under Article XX TERM regarding reopeners for the second year of this agreement, during the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that they shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation when they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XIV

CONCERTED ACTIVITIES

The Employer shall not engage in lockouts, nor shall CSEA engage in or encourage strikes or other concerted activities adversely affecting the operation of the Employer during the term of this Agreement.

Violation of this Article by either party shall relieve the other party of the obligations imposed by this Article.

ARTICLE XIX

SAVINGS PROVISION

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

In the event of the suspension or invalidation of any Article or Section of this Agreement, the Education Code and Employer Policies shall govern until the parties are able to meet and negotiate a satisfactory replacement for such Article or Section. The parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at the mutually satisfactory replacement for such Article or Section.

ARTICLE XX

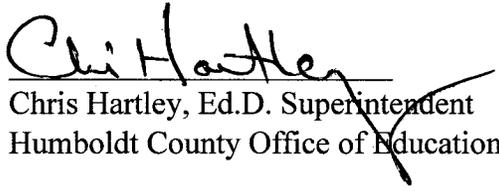
EFFECT OF AGREEMENT

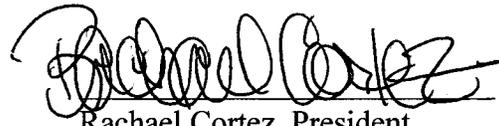
It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Employer practices and procedures and state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE XXI

TERM

The term of this Agreement shall be effective through June 30, 2023. The Parties seek and intend to exchange initial proposals on their subsequent new successor agreement with exchange of initial proposals between January 1 and February 28, 2023, so that public hearing process may be satisfied in order to commence negotiations not later than April 2023.


Chris Hartley, Ed.D. Superintendent
Humboldt County Office of Education


Rachael Cortez, President
California School Employees
Association, Chapter 566

<https://hcoe.org/salary-schedules/>