



# **Classified Agreement**

**July 1, 2023 - June 30, 2026**

**Michael Davies-Hughes, Superintendent**

**2023-2026**

**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, 2023 through June 30, 2026

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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, and confidential, holding those positions listed below (hereinafter referred to as "employees"):

21st Century Learning Technician	Early Childhood Educator 2
Benefits Clerk JPA	Early Childhood Educator 3
Bilingual Biliterate Com. Liaison	Early Childhood Educator 4
Budget & Account Analyst	Expanded Learning Coordinator
Bus Driver	Farm to School Coordinator
Business Advisor	Financial System Support Specialist
CALSOAP Financial Aide & College Admissions Technician	Foster & Homeless Youth Caseworker
CALSOAP Program & Event Technician Central Office Receptionist	Foster Youth Program Support Technician
Certified Behavioral Support Technician	Graphics & Communications Specialist
Certified Occupational Therapy Assistant (COTA)	HR Analyst
Computer Systems Technician	HR Data Tech
Computer Systems Technician II	Intermediate Office Clerk
Coordinator Local Child Care Planning Council	JPA Administrative Assistant
Court & Community Schools Registrar	JPA Sr. Benefits Tech
Credential Benefit Technician	LCN Assistant for Medically Fragile
Custodian/Maintenance	Lead Bus Driver
Data & Reporting Analyst	Lead Custodian/Maintenance
Deaf & Hard of Hearing Clerk	Lead Library Systems Technician
Delivery Driver/Courier	Library Service Technician
Dept. Secretary – Career & College Resources	Nutrition Education Specialist
Department Secretary – Court & Community School	Payroll & Accounting Analyst
Department Secretary – Learning Support Services	Personnel Benefits Tech
Department Secretary – Personnel	Principal Account Technician I
Department Secretary – Prevention & Intervention	Principal Account Technician II
Department Secretary – SELPA	Professional Growth Development Technician
Department Secretary – Special Beginnings	Program & Events Coordinator
Department Secretary – Special Education	Program Para Educator – Court & Community School
Dept. Secretary-Sequoia Conference Center & Transportation	Program Para Educator – Special Education
Drug & Alcohol Specialist II	Programmatic Funding Analyst
Early Childhood Educator 1	Purchaser
Retirement Specialist	Specialist Special Projects Technician – Nutrition
School Audio Metrist	Special Projects Technician – Special Education
SDC Vocational Specialist	Speech Language Pathologist Assistant
SELPA Data Technician	Student Information Data Technician
Senior Account Technician	Student Services Navigator
Senior Office Clerk – Student Programs	Student Services Specialist
Special Education Data Management Clerk	Technology Support Specialist
Special Education SDC Program	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, mailboxes, 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, subject to the availability of said buildings and facilities.
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 to 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.

### **Membership Applications:**

1. The employer shall not interfere with terms of any agreement between CSEA and the Employer's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specific window period. CSEA shall track applications and membership status and notify employer of any new member dues or changes in an existing member's dues. The employer shall not be obligated to track membership status or implement a payroll deduction for a new member or a change in existing member's dues until the next payroll cycle occurring thirty (30) or more days after receipt of written notice from CSEA.
2. Employees who return after a break in service or leave of absence who were members of CSEA prior to the break in service shall have their membership reinstated automatically with their first payroll.

### **New Employee Orientations:**

1. All new employees shall be assigned an orientation date and time upon hire and are required to attend a new employee orientation within thirty (30) days of hire. The employer and CSEA will coordinate an ongoing monthly schedule for new employee orientations in which representatives are released from their duties to attend and allotted time to meet with newly hired employees for the purpose of introducing new employees to their union and activation of membership.
2. The employer will notify CSEA if no employees represented by CSEA are scheduled for the upcoming date(s) and provide a list of employees who are scheduled to attend the mandatory orientation to the Chapter President.

### **Employee Information:**

1. The Employer will provide CSEA with a new employee's name, job title, department work, home and personal cellular telephone numbers, personal email addresses on file with the employer and the home address of the new employee within 30 days of the employee's start date. This shall be accomplished with end of month uploads to the Association.
2. The Employer will provide the Association with a full bargaining unit upload no less than the last business day of September, January and May of each year which shall include all bargaining unit employees' names, job title, department, work, home and personal cellular telephone numbers, personal email addresses on file with the employer and the home address of the employee.

# **Article IV**

## **GRIEVANCES**

### **Section 1 - 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. The grievant may elect to be accompanied by a CSEA representative.

### **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 a formal grievance form to the immediate supervisor. (Appendix A)

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

The supervisor shall communicate his/her decision to the grievant and CSEA in writing within ten (10) days after receiving the level I formal grievance.

## **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 a formal grievance form (Appendix B) to the Superintendent and/or designee within ten (10) 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.

The Superintendent and/or designee shall communicate his/her decision in writing to the grievant and CSEA within ten (10) days after receiving the appeal. After an appeal has been filed, and upon receipt of a written request by the grievant on the grievance 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 CSEA representative.

## **Level III**

In the event that the grievant is not satisfied with the decision of the Superintendent and/or designee, the grievant may within ten (10) days of receipt of the decision, or within Ten (10) days of the Superintendent or designee's failure to render a timely decision, appeal the decision to arbitration subject to approval by CSEA.

CSEA shall have thirty days from receipt of the request to submit the grievance to Level Three to the Director, Human Resources/Equal Employment Officer. If no grievance is submitted within forty days of the decision at Level Two, the grievance shall be deemed withdrawn. If CSEA decides to invoke arbitration, they shall notify the Director, Human Resources/Equal Employment Officer in writing of the decision.

Within six days of a written decision to invoke arbitration, the employer and CSEA shall jointly submit a request to the California State Mediation and Conciliation Service for a list of official arbitrators. Upon receipt of the list, if the District and CSEA do not agree upon one of the arbitrators, the employer and CSEA shall alternately strike names from the list until the arbitrator is selected. The order of striking shall be determined by lot. The conduct of the arbitration shall be governed by the arbitrator.

The arbitrator shall make a binding decision and award on the grievance, which shall be served on the employer and CSEA. The County Superintendent shall take appropriate action on the arbitration decision within 10 days.

The costs of arbitration shall be borne equally by the employer and CSEA, with the exception that any adjustment necessary due to the cancellation and rescheduling of a scheduled day of arbitration hearing shall be determined by the arbitrator.

## **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.

## **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 CSEA, in writing, of the proposed layoff not less than fifteen (15) calendar days prior to notice being sent to bargaining unit employees. The Employer and CSEA will utilize this period to review seniority lists and work through bumping progressions in accordance with this article with the intention to give formal layoff notice to only those employees at the bottom of the bumping chain within a classification. Notice shall be given to any bargaining unit employee(s) subject to layoff no later than March 15 for layoffs effective the next academic year. The fifteen-day advanced notice to CSEA shall sunset on June 30, 2026 unless permanently established in future bargaining and shall not be subject to grievance during this time.

Notice to Employees: The notice shall inform the employee of their pending layoff and also inform the impacted employees of their bumping rights, if any, reemployment rights, and their right to a hearing pursuant to Education Code §45117.

For bargaining unit employees in a position that is part of a specially funded program as defined by Education Code §45117, the Employer shall provide at least 60 days' notice prior to expiration of the program and the layoff of the position. The District shall notify CSEA in writing of the proposed layoff(s) not less than 15 days prior to notice going to the employee.

Order of Layoff: Any layoff shall be affected 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.

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) months for permanent employees 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 with 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.

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, WAGES AND LONGEVITY

Classified Hourly Schedule									
Effective July 1, 2025									
	A	B	C	D	E	F	G	H	I
1	\$17.97	\$18.87	\$19.81	\$20.80	\$21.84	\$22.93	\$24.08	\$25.28	\$26.55
2	\$18.51	\$19.43	\$20.40	\$21.42	\$22.50	\$23.62	\$24.80	\$26.04	\$27.34
3	\$19.06	\$20.02	\$21.02	\$22.07	\$23.17	\$24.33	\$25.55	\$26.82	\$28.16
4	\$19.63	\$20.62	\$21.65	\$22.73	\$23.87	\$25.06	\$26.31	\$27.63	\$29.01
5	\$20.22	\$21.23	\$22.30	\$23.41	\$24.58	\$25.18	\$27.10	\$28.46	\$29.88
6	\$20.83	\$21.87	\$22.97	\$24.11	\$25.32	\$26.59	\$27.91	\$29.31	\$30.78
7	\$21.46	\$22.53	\$23.65	\$24.84	\$26.08	\$27.38	\$28.75	\$30.19	\$31.70
8	\$22.10	\$23.20	\$24.36	\$25.58	\$26.86	\$28.20	\$29.61	\$31.10	\$32.65
9	\$22.76	\$23.90	\$25.09	\$26.35	\$27.67	\$29.05	\$30.50	\$32.03	\$33.63
10	\$23.44	\$24.62	\$25.85	\$27.14	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64
11	\$24.15	\$25.36	\$26.62	\$27.95	\$29.35	\$30.82	\$32.36	\$33.98	\$35.68
12	\$24.87	\$26.12	\$27.42	\$28.79	\$30.23	\$31.74	\$33.33	\$35.00	\$36.75
13	\$25.62	\$26.90	\$28.24	\$29.66	\$31.14	\$32.70	\$34.33	\$36.05	\$37.85
14	\$26.39	\$27.71	\$29.09	\$30.55	\$32.07	\$33.68	\$35.36	\$37.13	\$38.99
15	\$27.18	\$28.54	\$29.96	\$31.46	\$33.04	\$34.69	\$36.42	\$38.24	\$40.16
16	\$27.99	\$29.39	\$30.86	\$32.41	\$34.03	\$35.73	\$37.51	\$39.39	\$41.36
17	\$28.83	\$30.28	\$31.79	\$33.38	\$35.05	\$36.80	\$38.64	\$40.57	\$42.60
18	\$29.70	\$31.18	\$32.74	\$34.38	\$36.10	\$37.90	\$39.80	\$41.79	\$43.88
19	\$30.59	\$32.12	\$33.73	\$35.41	\$37.18	\$39.04	\$40.99	\$43.04	\$45.19
20	\$31.51	\$33.08	\$34.74	\$36.47	\$38.30	\$40.21	\$42.22	\$44.33	\$46.55
21	\$32.45	\$34.08	\$35.78	\$37.57	\$39.45	\$41.42	\$43.49	\$45.66	\$47.95
22	\$33.43	\$35.10	\$36.85	\$38.70	\$40.63	\$42.66	\$44.79	\$47.03	\$49.39
23	\$34.43	\$36.15	\$37.96	\$39.86	\$41.85	\$43.94	\$46.14	\$48.46	\$50.87
Effective July 1, 2025									
Hours per day & days per year vary depending on position									
Bachelor's Degree: \$1,250 • Master's Degree: \$1,500 • Doctorate Degree \$2,000 (For Permanent Union Members (See CBA for parameters)									
Longevity = 5% of unit member's base salary after 10 years of service									
Longevity = 7% of unit member's base salary after 12 years of service									
Longevity = 10% of unit member's base salary after 15 years of service									
Longevity = 12% of unit member's base salary after 20 years of service									
Longevity = 15% of the unit member's base pay after 25 years of service									
Classified hourly substitutes will be paid at the first step of the range on the salary schedule for the position in which they are subbing									
HCOE retirees will be paid at the step they retired from on the range for the position in which they are subbing (base pay only)									

<b>TITLE</b>	<b>RANGE</b>	<b>TITLE</b>	<b>RANGE</b>
Court & Community Registrar	1	21st Century Learning Tech	10
Deaf & Hard of Hearing Clerk	1	Computer System Tech II	10
Intermediate Office Clerk	1	Financial System Support Specialist	10
Professional Growth Develop Tech	1	Early Childhood Educator 4	11
Senior Office Clerk - Student Programs	1	Drug & Alcohol Specialist II	12
Custodian/Maintenance	2	Graphics & Communications Specialist	12
Delivery Driver/Courier	2	Lead Bus Driver	12
CALSOAP Program & Event Technician	4	Community School Greenhouse Tech	12
CALSOAP Financial Aide & College Admissions Tech	4	Nutrition Education Specialist I	12
Library Associate	4	Program & Events Coordinator	12
Early Childhood Educator 1	4	SDC Vocational Specialist	12
Foster & Homeless Youth Caseworker	4	Speech Language Pathologist Assistant	12
Lead Custodian/Maintenance	4	Specialized Funding Technician	12
Printing & Communications Technician/Central Office Receptionist	4	Student Service Navigator	12
Program Para Educator - Special Education	4	Student Service Specialist	12
Program Para Educator – C&C School	4	Technician II - Budget	12
School Audiometrist	4	Technician II – Credentialing	12
SELPA Data Technician	4	Technician II – Accounts Payable & Receivable Auditor	12
Special Education Data Manage Clerk	4	Technician II – Retirement	12
Special Projects Tech Nutrition	4	Technician II – District Support	12
Special Projects Tech Special Education	4	Technician II - Payroll Auditor	12
Student Information Data Technician	4	Technician II – HCOE Payroll	12
Learning Support Services Professional	5	Technician II- Purchaser	12
Early Childhood Educator 2	5	Holistic Wellness Coach I	14
Lead Library Systems Technician	5	Benefits Specialist - Insurance Services	15
		Human Resources Specialist	15
Early Childhood Educator 2	5	Accounting Specialist	15
Lead Library Systems Technician	5	Retirement Specialist	15
Office Coordinator II - Career & College Resources	6	Holistic Wellness Coach II	16
School Office Coordinator II - Court & Community School	6	Education Initiatives Coordinator	17

Office Coordinator II - Learning Support Services	6		Expanded Learning Coordinator	17
Office Coordinator I - Human Resources	6		Farm to School Coordinator	17
Office Coordinator I - Prevention & Intervention	6		Nutrition Education Specialist II	17
Office Coordinator II – SELPA	6		Web and Media Developer	17
Office Coordinator I - Sequoia Conference Center & Community Outreach & Engagement	6		Internal Budget & Accounting Analyst	18
Office Coordinator I & II - Special Beginnings	6		External Budget & Accounting Analyst	18
Office Coordinator I - Student Programs & Services	6		Data & Reporting Analyst	18
Office Coordinator I - Transportation and Fiscal Services	6		Payroll & Accounting Analyst	18
Office Coordinator I - Teacher Residency Program	6		Program Funding and Data Analyst – Early Education	18
Early Childhood Educator 3	6		Programmatic Funding Analyst	18
Foster Youth Program Support Technician	6		Specialized Funding Analyst	18
JPA Admin Assistant	6		Educational Sign Language Interpreter	18
Special Education SDC Prog Secretary	6		Business Advisor	20
TPP Lead Vocational Caseworker	6		Human Resources Advisor	20
Bilingual Biliterate Com Liaison	8		Technology Support Specialist	20
Certified Behavior Support Technician	8		Computer Systems Coordinator	20
Bus Driver	9			
LVN Assistant for Medically Fragile	9			
LVN – Health Team	9			
Technician I – Accounts Payable & Receivable	9			
Technician I – Insurance Services	9			

## **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 above and beyond the minimum qualifications of the position:

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

Similarly, new hires may be placed on advanced steps as follows:

1. Step 3 with three (3) years commensurate related advanced experience and/or training;
2. Step 4 with four (4) years commensurate related advanced experience and/or training;
3. Step 5 with five (5) years commensurate related advanced experience and/or training;
4. Step 6 with six (6) years commensurate related advanced experience and/or training;
5. Step 7 with seven (7) years commensurate related 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 continuous service; 7% shall be added to an employee's base salary commencing on the July 1 following the 12th anniversary year of continuous service; 10% shall be added to an employee's base salary commencing on the July 1 following the 15th anniversary year of continuous service; 12% shall be added to an employee's base salary commencing on the July 1 following the 20th anniversary year of continuous service; and 15% shall be added to an employee's base salary commencing on the July 1 following the 25th anniversary year of continuous 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.

For the purposes of determining longevity, continuous service is defined as years of employment at HCOE without a break in service.

### **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.

### **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. Establishment of a vacancy shall be defined as following all necessary negotiations and ratification by the parties.

### Steps for Filling Vacant Positions

- A. Transfer Opportunities: Employees may submit to Human Resources a written letter of interest within their current class to another work location or work shift within the Employer per vacancy. The Human Resources shall maintain a transfer file of all such requests received per vacancy.
- B. 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 such appropriate classes. 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. When a permanent employee accepts a promotional position and subsequently fails probation, the employee shall have a right to return to their former classification without loss of hours or pay.
- C. External Applicants: If there are no transfer requests to a vacant position and no internal applicants meeting the job criteria for the position indicated in section B. above, the employer may then look to external applicant pool to fill the position.

## **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 within 10 days of the vacancy. Any employee may submit to the Human Resources 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.

Any employee in the bargaining unit may file for the vacancy by following the internal application procedure. Any employee on leave or vacation may authorize his/her Job Representative to file on the employee's behalf.

## **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.

## **INVOLUNTARY REASSIGNMENT**

An employee may not be involuntarily reassigned until given an opportunity to discuss the reasons with the Human Resources 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 involuntary 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

## **CLASSIFICATION & RECLASSIFICATION**

### **8.1 Classification**

- 8.1.1 Every bargaining unit position shall be placed in a classification, and each classification shall be described in a job description.
- 8.1.2 When the COE creates a new classification in the bargaining unit, the COE shall notify CSEA, and shall meet and negotiate the salary placement allocated to the new position(s). Every attempt will be made to meet and negotiate within ten (10) days following the notification to CSEA of the new position.

### **8.2 Reclassification**

- 8.2.1 By definition, reclassification is: The determination that the duties and responsibilities more appropriately fit with the description of duties and responsibilities of another classification. Reclassification may or may not include an increase in salary and/or range. Reclassification is not to be considered a promotion under definition. The employee may ask for a reclassification to an existing job that more accurately describes the task performed or to a new job classification that is created for the purpose of accurately describing the job.
- 8.2.2 All employee-initiated reclassification requests shall be submitted with the Petition Form (Appendix C), and all supporting documents to the COE Human Resources office. Employee-initiated reclassification request submissions and effective dates shall be as follows:

<b>Submission Dates</b>	<b>Effective Date of Reclassification</b>
June 2 <sup>nd</sup> – September 1 <sup>st</sup>	October 1 <sup>st</sup>
September 2 <sup>nd</sup> – December 1 <sup>st</sup>	January 1 <sup>st</sup>
December 2 <sup>nd</sup> – March 1 <sup>st</sup>	April 1 <sup>st</sup>
March 2 <sup>nd</sup> – June 1 <sup>st</sup>	July 1 <sup>st</sup>

- 8.2.3 All employee-initiated reclassification requests shall be reviewed by a panel of three (3) appointees, one member being appointed by CSEA, one member being appointed by the COE, and the third member being agreed upon by both parties. The panel shall meet in the month of submission deadline to hear the reclassification request(s) from employees. When a reclassification is recommended for an employee, any salary adjustment shall be implemented on as outlined above unless circumstances dictate an earlier reclassification date.
- 8.2.4 The employee requesting a reclassification shall have the opportunity to appear before the reclassification panel and to present any evidence or documentation

that may be relevant. The employee will also have the right to bring witnesses forward to support his/her case. The COE shall have the opportunity to invite a representative to be present during the reclassification presentation and to present any evidence or documentation that may be relevant.

- 8.2.5 Reclassification is open to any permanent employee.
- 8.2.6 The COE shall grant the employee and witnesses release time in order to appear before the reclassification panel.
- 8.2.7 The COE designee shall have the opportunity to present its position on the request and any relevant evidence regarding the reclassification request.
- 8.2.8 Any employee being granted a reclassification shall not be eligible to resubmit a petition for two years.
- 8.2.9 The majority vote of the panel shall be brought forward to the Superintendent as a recommendation of the panel. Immediately following the conclusion of the panel's deliberation and recommendation, the Superintendent shall meet with the panel prior to making a final decision on the reclassification request.

### **8.3 Alternative Reclassification Process**

The COE or CSEA may proposed a reclassification of a bargaining unit position at any time and outside of the process defined in 8.2. Any such reclassification proposal shall be subject to negotiation, upon request of the other party.

# Article IX

## **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:**

1. 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.
2. 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 overall 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.
3. Training must be received during unpaid status.
4. Costs for training, if any, are not paid by the employer.
5. Prior recognition for the training has not been awarded.

Exceptions:

- a. Courses taken for first aid or CPR recertification;
  - b. Sign language training; or
  - c. Any other training with prior approval of the Professional Growth Committee may be counted more than once for professional growth credit.
6. 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.
  7. If training is graded, a "C" or better must be earned, or "pass" must be earned if a pass/fail system is used.
  8. 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 ( 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 Based on Units**

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 prorated 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.

### **Degree Stipend**

Effective July 1, 2023 CSEA bargaining unit members may opt to receive an Advance Degree Stipend as listed below.

Permanent Unit members may receive the stipends (maximum of one at each level - Bachelor's, Master's, and Doctorate's) as listed below upon successful completion of an advanced degree that improves the unit member's qualifications above and beyond the minimum job requirements for the classification held by the employee.

- Bachelor's degree:     \$1250
- Master's degree:     \$1500
- Doctorate degree:     \$2000

Employees choosing an advanced degree stipend need only submit their degree for the stipend and will not be required to go through the committee process.

If an employee chooses the advanced degree option, he/she shall not also be entitled to payment based on unit accrual.

### **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 X**

## **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 workdays 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 workday, 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 a 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.

### **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.

### **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 two (2) hours 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 two (2) hours compensation at the appropriate rate, regardless of the actual time spent on call-back. The two-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 Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving (Admission Day)
- Christmas Day
- Floating Holiday (see next section)

Dates of holidays will be posted on HCOE's website calendar.

"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.

## **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 of the school year in order to better equalize payroll checks for these periods of employment.

### **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**

- Effective July 1, 2023, the Employer's ongoing contribution towards the cost of medical, dental and vision health and welfare benefits per full time unit member shall be \$1,401.54 per month, \$16,818.48 per year.
- Effective July 1, 2024, the employer's ongoing contribution towards the cost of medical, dental and vision health and welfare benefits per full time unit member shall be \$17,818.48.
- Effective July 1, 2025, the employers ongoing contribution towards the cost of medical, dental and vision health and welfare benefits per full-time unit member shall be \$20,818.48.

For the 2023-2024, the Employer will fully cover up to the following plans for full time employees; Medical Oak Family Plan at \$2,262 per month, \$27,144.00 per year; Dental Plan D-30 at \$123 per month, \$1,476 per year; and Vision Plan C at \$22.00 per month, \$264.00 per year; for a total annual health and welfare benefit premium of \$28,884.00. Part time employees may select any medical plan option in lieu of Oak and receive prorated Employer-paid contributions.

The Employer will fully cover up to the Oak Family tier above cap for all full- time classified bargaining unit members for the 2024-25 and 2025-2026 school year. Part time employees may select any medical plan option in lieu of Oak and receive prorated Employer-paid Contributions.

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

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.

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.

### **Unit Notification Timelines**

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 prorated benefits coverage will use these figures for all unit members in probationary or permanent status.

1. Program Para CCS, Program Para SpEd, Certified Behavior Support Technician, Life Skills/Special Day Class, Vocational Assistant, Speech Language Pathologist 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, 12 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.

### **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

## DISCIPLINE

### DEFINITIONS:

A day = business days

Employer = Superintendent or Designee

### 1. Probationary Period

- a. Except as provided below, a new employee or a permanent employee appointed to a new position shall serve a probationary period of six (6) months or 130 days in paid status which includes holidays and workdays but excludes sick/disability leave days. At the conclusion of the 130<sup>th</sup> day the employee achieves permanent status if continued in employment in that position.
- b. During the probationary period, a new employee may be dismissed by the Superintendent or designee. A probationary employee does not have notice and hearing rights such as those set forth below for permanent classified employees.
- c. When an employee has been promoted from a position in which he/she had permanent status but then has been released from the promotional appointment during the probationary period, the employee shall have the right to elect to displace the least senior employee in the lower classification if no vacancy exists in that class; if a vacancy exists, no displacement will occur and the employee shall be assigned to fill the vacancy. If the lower classification no longer exists, the employee will be placed on a 39-month reemployment list as though laid off from the lower classification.

### 2. Discipline of Permanent Classified Employees:

#### STANDARDS AND DEFINITIONS

Discipline shall be imposed on permanent employees only for just cause.

The term "cause" shall include, but not be limited to, the following:

- a. Incompetency or inefficiency in the performance of assigned duties.
- b. Insubordination, including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor.
- c. Carelessness or negligence in the performance of assigned duties or in the care or use of County Office property.
- d. Discourteous, offensive or abusive conduct or language toward other employees, pupils or the public.
- e. Dishonesty.

- f. Possession or consumption of alcoholic beverages, marijuana, or illicit controlled substances on County Office property, or reporting for work while under the influence of alcohol, marijuana, or illicit controlled substances.
- g. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified employee is not cause for discipline.
- h. Conviction of a sex offense as defined in Education Code Section 44010.
- i. Abuse of any leave or vacation.
- j. Repeated unexcused absences and tardiness.
- k. Falsifying any information supplied to the County Office of Education, including, but not limited to, information supplied on application forms, employment records or any other County Office records.
- l. Persistent violation of or refusal to obey safety rules and regulations made applicable to county offices by this Agreement, the Superintendent or designee or by any appropriate federal, state or local government agency.
- m. Possession while at work of a firearm, imitation firearm, knife, explosive, or other dangerous object of no reasonable use to the employee within the course and scope of employment. As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 ½ inches, a folding knife with a blade that locks into place or a razor with an unguarded blade.
- n. Offering of anything of value or offering any service in exchange for special treatment in connection with the classified employee's assigned duties, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- o. Willful, negligent or intentional violation of rules, policies, regulations or laws concerning the County Office of Education.
- p. Abandonment of position – unexcused absence for more than five (5) consecutive workdays.

## **2.1 DISCIPLINARY ACTION**

Disciplinary action is any action which deprives any employee of any classification or incident of employment and includes but is not limited to termination, demotion, suspension, reduction in hours, a disciplinary transfer without the employee's voluntary written consent, or a disciplinary reassignment without the employee's voluntary written consent. Layoff actions under Education Code section 45298, including layoffs, reductions in hours or demotion (bumping) in lieu of layoff, are not disciplinary actions within the meaning of this Article.

- 2.1.1 No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the employee's becoming permanent, or for any cause which arose more than two (2) years preceding the date of the filing of the notice of proposed disciplinary action.

### **3. INVESTIGATIVE INTERVIEWS**

Employees shall be entitled to union representation during interviews with management which the employee reasonably believes may lead to discipline. Before conducting any such interview of the employee, the supervisor shall inform the employee if the interview/meeting may be disciplinary in nature.

### **4. PROGRESSIVE DISCIPLINE**

Progressive discipline shall be followed when warranted for cause under section 2 (a-p) above unless the serious nature of the offense warrants bypassing this process. Progressive discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest, and constructive communication. Progressive discipline requires that the Employer attempt to correct an employee's conduct or work performance at the lowest effective level, and that increasingly severe steps are taken only when an employee fails to correct a problem after being given a reasonable opportunity to do so. Whether or not the nature of the offense was so serious as to require bypassing progressive discipline steps, the action may be subject to determination at hearing.

### **5. COUNSELING AND DISCIPLINARY ACTIONS UP TO AND INCLUDING A 5-DAY SUSPENSION WITHOUT PAY**

#### **5.1 Step 1: Verbal Counseling**

Verbal counseling shall occur within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction.

#### **5.2 Step 2: Written Warning**

Written warnings shall be given to the employee within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction which are the same or similar to the previous verbal counseling. The written warning shall include a specific statement of the facts which form the basis of the warning and shall include the steps for improvement. The warning shall notify the employee that she/he has the right to file a written response within ten (10) days of receipt of the warning. The employee may file a written response within ten (10) days of receipt of the warning, which shall be attached to the written warning. Written warnings shall be placed in the employee's personnel file.

#### **5.3 Step 3: Letter of Reprimand**

A letter of reprimand shall be given to the employee within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction. The letter of reprimand shall include a specific statement of the facts which form the basis of the reprimand, as well as the policies, rules, or regulations alleged to have been violated which are the same or similar to previous verbal and written warnings. The letter of reprimand shall include a plan for improvement and shall notify the employee that she/he has the right to file a written response within ten (10) days of receipt of the letter of reprimand. The employee shall sign the reprimand to acknowledge receipt only.

The employee may file a written response to the letter of reprimand within ten (10) days

of receipt of the letter of reprimand. Said written response shall be attached to the letter of reprimand and placed in the employee's personnel file.

#### **5.4 Step 4: Up to 5-Day Suspension without Pay**

When an employee has been issued a verbal warning, written warning and letter of reprimand and continues to exhibit poor work habits or behavior of the same or similar nature to previously documented progressive steps, The employer may suspend the employee for up to 5-days without pay. However, the employee and their representative must first have an opportunity to appeal this decision to the County Superintendent prior to implementation.

### **6. DISCIPLINARY ACTIONS BEYOND A 5-DAYSUSPENSION WITHOUT PAY**

For all disciplinary actions beyond a 5-day suspension, the following procedures shall apply.

#### **6.1. Emergency Suspensions/Administrative Leave**

Notwithstanding Article XV, Section 7, in emergency situations, when the continued presence of the employee presents a clear and present threat to the health and safety of students or other employees of the Employer or would result in substantial interference with the Employer's operations, the Employer may remove the employee from the job immediately and place the employee on paid administrative leave. The employee shall be provided with the notice of proposed discipline and the pre-disciplinary meeting as soon as possible. The employee may be allowed to return to work at any time pending the pre-disciplinary procedure if determined appropriate by the Employer.

### **7. DISCIPLINARY PROCEDURES**

#### **7.1 Notice of Proposed Discipline**

- A. Before taking disciplinary action, the Superintendent and/or his or her designee shall provide a written notice of proposed discipline to the employee. The notice of proposed discipline shall be personally delivered or sent by U.S. certified mail to the employee at the employee's last known address. The delivery of the notice must be reasonably calculated to provide the employee with the opportunity to timely request the meeting provided in Section 7.2. below. A copy of the notice of proposed discipline shall be delivered simultaneously to the CSEA Labor Relations Representative.
- B. Contents Of The Notice: The contents of the written notice shall include the following:
  - i. The specific disciplinary action proposed and the proposed effective date of said action.
  - ii. The reasons for the proposed disciplinary action.
  - iii. A complete statement in ordinary language of the specific acts and/or omissions upon which the proposed discipline is based, which shall include the times, dates, and locations of the acts and/or omissions, and the individuals involved.

- iv. Copies of all documents and materials upon which the statement of charges is based.
- v. Copies of any policies and/or regulations, if it is claimed that the employee has violated said policies or regulations.
- vi. A statement that the employee has the right to request, within five (5) days of the employee's receipt of the notice of proposed discipline, a Skelly meeting with a designated official to provide a response to the charges set forth in the notice, either orally or in writing, and that the employee may have a representative at the Skelly meeting.
- vii. A form to request the Skelly meeting, to be signed by the employee or his/her representative.

## **7.2 Pre-Disciplinary Meeting Skelly Meeting**

- A. If the employee requests a Skelly meeting, the meeting shall take place no earlier than ten (10) days after the employee's receipt of the notice of proposed discipline. The employee shall be afforded a reasonable period of time during his/her working hours to meet with his/her CSEA representative to discuss and to prepare for said meeting. If the employee chooses to submit his/her response in writing without the necessity of a meeting, the employee's written response shall be due no earlier than ten (10) days after the employee's receipt of the notice of proposed discipline.
- B. The designated official conducting the meeting with the employee and their chosen representative shall be a third party neutral or a management official who was not involved in the events underlying the charges or in the investigation or the filing of the charges. The designated official shall be endowed by the employer with the full authority to dismiss, reduce or uphold the charges as written. At the meeting, the designated official shall afford the employee the full opportunity to present any evidence or information in response to the charges. The Skelly official shall rely on the employer's written charge packet and the employee's Skelly presentation to make a determination to uphold, reduce or dismiss the charges. In no case, can the Skelly official recommend the imposition of a higher level of discipline than the notice of charges.
- C. Within ten (10) days of the meeting, the Skelly official shall submit a decision to the County Superintendent, the employee and the employee's representative simultaneously.
- D. If the Skelly official determines that the recommended discipline should proceed, the County Superintendent or designee shall send the employee a notice of the recommended disciplinary action and a statement of charges. The notice shall include a statement advising the employee of the right to request a hearing on the matter.
- E. If the Skelly official determines that the recommended discipline should be dismissed or reduced, the County Superintendent shall act upon this recommendation within ten (10) days of the meeting.

- F. If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the County Superintendent may order the recommended disciplinary action into effect immediately.

### **7.3 Disciplinary Hearing**

- A. If the employee demands a hearing on the charges, the Employer shall obtain the services of a professional Hearing Officer. The technical rules of evidence shall not apply. The hearing shall be conducted at the convenience of the Hearing Officer and no sooner than twenty (20) days after the charges have been served upon the employee.
- B. The employee shall have the right of counsel and/or representation of his/her choice and at his/her own expense at the hearing. He/she shall have the right to present evidence, testimony, and witnesses on his/her behalf, and the right to cross-examine witnesses of Employer. The burden of proof shall remain with the Employer, and the standard to be met shall be preponderance of evidence.
- C. The employee shall be given written notice of the time and place of the hearing at least twenty (20) days before the date of the hearing (unless a shorter timeframe is mutually agreed upon).
- D. When the hearing occurs during the workday of any employee of the Employer who is a witness for either party, the employee shall be released from work in order to testify, without loss of pay or benefits.
- E. The Hearing Officer shall issue a written decision following conclusion of the hearing, which shall be provided to the Employer and the employee. In the decision, the Hearing Officer shall issue judgment on each charge and specification contained in the original charges, and on the charge as a whole. The decision shall contain a recommendation for discipline, if any, as found appropriate by the Hearing Officer. The Hearing Officer's recommendation may sustain or reject the original charges and proposed discipline in whole or in part, with amendments thereto, but may not recommend discipline greater than that originally proposed by the Employer.
- F. The County Superintendent shall act upon the Hearing Officer's recommendations. If the County Superintendent's action includes the imposition of discipline on the employee, the effective date(s) of such discipline shall be indicated.
- G. The fees and expenses of the hearing shall be borne by the employer bringing the charges against the employee. (further discussion).
- H. Loss of Pay. The employee shall suffer no loss of pay or benefits prior to the date when the Employer's disciplinary action is final and all appeals are exhausted.

## **8. EXTENSIONS OF TIME**

The parties may extend any of the time periods set forth in this Article by mutual consent. Any request by the employee and his/her designated representative for a reasonable extension of time shall not be denied by the Employer.

## **9. SETTLEMENT AGREEMENT**

At any point prior to the employer incurring costs of a hearing officer or arbitrator the employee and the employer may reach a settlement agreement in lieu of termination.

# **Article XVI**

## **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/registered domestic partner of the employee, and the spouse/registered domestic partner, 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.

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 Disability Leave**

Employees are eligible for up to four months of leave per pregnancy if disabled by pregnancy, childbirth or related medical condition. Absences necessitated by pregnancy, complications thereof, childbirth and postpartum recovery qualify for accrued vacation, comp time and 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 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. 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. Upon exhaustion of all available sick leave the employee is entitled to differential leave for up to 5 months.

This leave is separate from Parental Bonding Leave under CFRA, which allows an additional 12 workweeks for family bonding.

## **Paid Parental Bonding Leave**

Allows bonding time with a new child and shall be completed within one year of the child's birth or arrival via adoption or foster placement. The employee must have been with the District for at least 12 months prior to taking leave to be eligible. Employees are eligible for up to twelve workweeks or leave. The employee must use all available and accumulated sick leave.

Upon exhaustion of accumulated sick leave, the employee will receive differential leave (employee pay minus substitute pay) but not less than 50% of regular pay for the period of the leave. If both parents are employees of the District, both shall be entitled to this leave. (Calif Education Code §45196.1)

Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to § 12945.2 of the Government Code (CFRA). The aggregate amount of parental leave taken pursuant to this section and CFRA shall not exceed 12 workweeks in a 12-month period.

## **Family Leave**

1. In coordination with other paid and unpaid leaves that may be available as described herein and subject to the limitations listed below, employees who meet the minimum requirements shall be granted unpaid leave of absence up to 12 workweeks during any 12-month period for the following reasons not enumerated above:
  - a. Kin care: To care for the spouse/registered domestic partner, sibling, son, daughter or parent, parent-in-law, grandparent, grandchild or designated person of the employee if that individual has a serious health condition;
  - b. And because of a serious health condition that makes the employee unable to perform the functions of his/her position.
2. Before family leave can be taken for reason 1, 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 2, the employee shall have exhausted all available sick and catastrophic leave (Catastrophic Leave II) if available. The 12-work week time frame shall include all paid leave that was available and taken by the employee.
3. 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/registered domestic partner 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, qualifying "kin care";
  - d. If the employee has not yet completed one year of employment with the Employer and provided at least 1,250 service hours in the 12 months preceding the leave.
- 4. 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.
- 5. 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.
- 6. Qualifying Exigencies: Qualifying exigencies are situations caused by military deployment of an employee's spouse/registered domestic partner, child, or parent to a foreign country. An employee may take FMLA 12-week entitlement leave to address certain qualifying exigencies which 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 with an illness or injury during a single 12-month period, if the employee is the spouse/registered domestic partner, child, parent, or next of kin of the service member. Eligible family members of both current servicemembers and certain veterans are entitled to military caregiver leave. 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 the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Illness or injury includes injuries or illnesses that exist before the service member's active duty and that were aggravated by active duty.

### **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, Workers' 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 a 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 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.
9. There shall be no catastrophic leave awarded, nor any obligation to provide such leave, when all days in the bank have been exhausted.
10. 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.
11. 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.
12. 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.
13. 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 to 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.

### **Extended Illness/Injury Leave**

When a bargaining unit employee is absent from his/her duties on account of illness or accident for a period of 100 days 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 be compensated equal to fifty (50) percent of the unit members regular base salary.

Before extended illness or injury pay is utilized, all current and accumulated sick leave must be used. The extended illness leave period (100 days) commences with the first day of absence of the fiscal year.

For any use of extended illness or injury pay (50%), the employer will require verification from a licensed health care provider that the unit member was physically unable to perform their customary duties.

The 100 days do not accumulate from one fiscal year to the next (i.e. the 100 days is reset on July 1 of each year).

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**

Twelve (12) days of leave of absence for illness or injury per year may be used by a unit member, at their election, in cases of personal necessity.

1. Personal necessity means circumstances that are so compelling in nature that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends.
2. An employee shall make their request in advance except in these cases:
  - a. Death or serious illness of the unit member's immediate family when additional leave is required beyond that provided by bereavement leave.

- b. Accident or illness involving the unit member's person or property or the person or property of his or her immediate family.

*Member of immediate family means spouse/registered domestic partner, mother, father, son, daughter, brother, sister, grandchild, grandmother, grandfather or the employee or spouse/registered domestic partner; aunt, uncle, in-laws of the employee; any person whose permanent residence is in the immediate household of the employee, or any person who the employee can verify has acted as a substitute for one of the above.*

3. Employee Discretionary days: of the available personal necessity days employees shall be entitled to two (2) discretionary days for which the employee is not required to report a purpose for the absence. It is the expectation that this leave will be utilized for family functions such as, but not limited to, weddings and graduations. These days may not be carried over from year to year. Employees must request their discretionary 1 week prior to leave. If there are more than one position per program requesting discretionary days on the same day the supervisor has the right to approve on the basis of seniority. If the supervisor fails to inform the employee at least 1 day prior to the leave date, the employee's request shall be considered approved.

### **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 prepaid.
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.
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 XVII**

### **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 XVIII

## 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 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:**

1. 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.
2. Unless otherwise specified by law, an employee must attain the age of 55 before participating in the above retirement options.

## **ARTICLE XIX**

### **COMPLETION OF MEET AND NEGOTIATE**

This document constitutes the complete agreement of the parties. The parties shall have no further obligation to meet and negotiate during the term of this Agreement except, as provided in Article XXI, Employer initiated or legally required changes to matters subject to mandatory bargaining under EERA or by mutual agreement. Any additions or changes to the Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

## **ARTICLE XX**

### **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 XXI**

### **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 XXII**

### **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 XXIII

## TERM

The term of this Agreement shall be effective through June 30, 2026. 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, annually, so that the public hearing process may be satisfied in order to commence negotiations no later than April. Negotiations are closed for 23-24 and 24-25 except for mandatory subjects of bargaining that may arise. Reopeners for 25-26 is open for salary, health and welfare and one non-economic topic.

For Employer

For CSEA Chapter #566

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Michael Davies-Hughes, Superintendent  
Humboldt County Office of Education

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Jean Legaz, President  
California Schools Employees Association  
Chapter 566

Sept. 16, 2025

Sept. 16, 2025

For the Association

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Holley Luia, Labor Relations Representative

Sept. 16, 2025

Revised July 2025

### LEVEL ONE FORMAL GRIEVANCE

California School Employees Association  
(CSEA) Chapter 566

vs.

Humboldt County Office of Education  
(HCOE)

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Grievant Name: \_\_\_\_\_ Grievant Signature: \_\_\_\_\_

Violation Site: \_\_\_\_\_ Direct Supervisor: \_\_\_\_\_

CSEA Representative: Holley Luia, LRR Date of Informal Conference: \_\_\_\_\_

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**ISSUE:** {clearly describe the issue utilizing details such as dates, times, witnesses}

**CONTRACT:** {what section of the collective bargaining agreement has been violated and how so?}

**Analysis:** {Describe the analysis of the issue and the violation in summary}

**REMEDY:** {In clear, concise terms describe what the remedy is that you believe will resolve the issue}

*\*Utilize other pages and necessary and attach any appropriate documentation or evidence*

## LEVEL TWO GRIEVANCE

California School Employees Association      vs.      Humboldt County Office of Education  
Chapter # 566 (CSEA)      (HCOE)

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Grievant Name: \_\_\_\_\_ Grievant Signature: \_\_\_\_\_

Grievant Work Site: \_\_\_\_\_ Superintendent: \_\_\_\_\_

CSEA Chapter Representative: \_\_\_\_\_ LEVEL ONE RESPONSE: \_\_\_\_\_ Attached

CSEA Labor Relations Representative: Holley Luia      Date: \_\_\_\_\_

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**ISSUE:** {*Attach Level One form and Employer Response.* Restate the issue that is unresolved by the employer's response and why it does not resolve the issue. Include pertinent contract language that has been violated and any pertinent evidence.}

**REMEDY:** {State in clear, concise terms the remedy that you believe will resolve the issue.}