

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
TUOLUMNE COUNTY
SUPERINTENDENT OF SCHOOLS
AND THE
TUOLUMNE COUNTY SPECIAL EDUCATORS FEDERATION,
AFT LOCAL 6029, AFL-CIO
JULY 1, 2019 TO JUNE 30, 2022

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Preamble

This Agreement is made and entered into by and between the Tuolumne County Superintendent of Schools (hereinafter referred to as “the Superintendent”) and the Tuolumne County Special Educators Federation, AFT Local 6029, AFL-CIO (hereinafter referred to as “the Federation”).

Article 1 – Recognition

- 1.1 The Federation is hereby recognized by the Superintendent as the exclusive representative and sole bargaining agent for Occupational Therapists and Physical Therapists for the purpose of collective bargaining.
- 1.2 The bargaining unit shall exclude all other classified and certificated employees, classes of employees listed at Education Code section 45103, independent study teachers, supervisors, administrative employees, administrative (management) employees, and confidential employees.

Article 2 – Management Rights

- 2.1 The exercise of the powers, rights, authority, duties and responsibilities by the Superintendent as set forth below, and the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection 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.
- 2.2 It is understood and agreed that the Superintendent retains all of his/her power and authority to direct, manage and control to the full extent of the law in accordance with Section 2.1, including but not limited to those duties and powers which are the exclusive right of the Superintendent: to determine the organization of the programs of his/her office; to direct the work of his/her employees; to determine the times and hours of operation, to determine the kinds and levels of services to be provided, and methods and means of providing them; to establish its educational policies, goals and objectives; to ensure the rights and educational opportunities of students, to determine staffing patterns; to determine the number and kinds of personnel required to maintain the efficiency of Superintendent operations; to determine the instructional curriculum; to build, move or modify facilities; to establish budget priorities and procedures and to determine budgetary allocation; to determine the methods of raising revenues; to contract out any or all work performed by employees of his/her office, provided such contracting out does not conflict with Education Code section 45103.1; to hire, classify, assign, evaluate, promote, terminate and discipline employees; and to take action on any matter in the event of an emergency. For purposes of this Article, emergency shall be defined as a natural disaster or other similar calamity affecting the operation of the educational program. The determination of whether or not an emergency exists rests solely within the discretion of the Superintendent.
- 2.3 The Superintendent retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency as defined by Government Code section 3504.5. If the Superintendent determines that an emergency exists, and it modifies or suspends any portion of this Agreement, the Superintendent shall notify the Federation within 24 hours and

shall meet with the Federation within ten (10) days to discuss the implications of the declared emergency on the Agreement.

Article 3 – Permanent Status

3.1 Permanent Employees

3.1.1 Unit Members employed to fill bargaining unit positions shall be classified as permanent employees following the completion of the required probationary period. Unit Members may be employed on either a full-time or part-time basis as to hours or days. Both part-time and full-time unit members are entitled to the benefits and burdens authorized by this CBA and the Education Code.

3.2 Probationary Employees

3.2.1 Probationary employees employed to fill bargaining unit positions shall serve a probationary period of one year from the date of first paid service.

3.2.2 Probationary employees may be released without cause and for any lawful reason without any due process rights at the exclusive discretion of the Superintendent within that one year period.

3.2.3 Actions concerning the release of a probationary employee shall not be subject to the grievance procedure.

3.2.4 Probationary unit members may be employed on a full-time or part-time basis as to hours or days. Both part-time and full-time probationary unit members are entitled to the benefits and burdens authorized by this CBA and the Education Code.

3.3 Substitute Employees

3.3.1 Substitute employees shall not be used to fill a vacant position for longer than sixty (60) calendar days.

Article 4 – Federation Rights

4.1 Authorized representatives of the Federation and its members shall be permitted to transact Federation business in facilities owned or leased by the County Superintendent at available times other than during student contact hours.

4.2 The Federation shall have the right to post notices of activities and matters of Federation concern on the existing bulletin board in the County Office of Education or local school sites. The Federation may use the County Office delivery service and Unit Member mailboxes for communication to Unit Members, to the extent permitted by law.

4.3 The Federation may use County Office equipment for Federation business provided the Federation pays for the cost of all materials and supplies.

- 4.4 The Superintendent will provide the Federation Executive Board (i.e. President, Vice-President, Secretary/Treasury) and negotiating team members with a TCSEU Board agenda and unadopted minutes of the previous meeting at least forty-eight (48) hours prior to any regularly scheduled meeting and twenty-four (24) hours prior to any special meeting.
- 4.5 In the event the Federation desires to appear on the agenda of a regular TCS governing board meeting, the President of the Federation shall notify in writing the County Superintendent of Schools in sufficient time to be so scheduled.
- 4.6 Up to twelve (12) "release days" shall be granted to the Federation to conduct Federation business.
- 4.7 The Superintendent shall furnish unit members with one (1) copy of the Superintendent's Policy Manual containing all policies and procedures currently in force. The Superintendent shall furnish the Federation with one (1) copy of each proposed policy change which may affect Unit Members with backup materials.
- 4.8 The Superintendent shall furnish the Federation with a complete list of Unit Members in the bargaining unit as of August 31 of each year. The list shall contain the following information: name, address and telephone number (if available). The Superintendent shall supply the Federation with a list of the name, address and telephone number (if available) for each newly hired Unit Member within ten (10) working days of being employed.
- 4.8.1 The Federation shall notify TCSOS of changes to Federation Officers or negotiating team members as those changes occur.
- 4.9 The Superintendent shall make available to the Federation information concerning the County Superintendent's Office which is relevant and necessary to negotiations and to the Administration of this Agreement.
- 4.10 The Superintendent will deduct and forward from the monthly paycheck of each Unit Member Union dues and other voluntary deductions as authorized in writing by the Unit Member on the mutually accepted form. All Federation dues collected by the Superintendent as a result of deductions shall be remitted to Local 6097 together with a printout of each payee's name.
- 4.11 The Federation shall indemnify and hold harmless the Superintendent from any claims made of any nature and against any lawsuit instituted against the Superintendent arising from its deductions for the dues, insurance or benefit programs of the Council.
- 4.12 Bargaining unit members who voluntarily decide to join the Federation shall, as a condition of continued employment, maintain their membership in good standing for the duration of this Agreement. However, nothing in this section shall deprive Unit Members of the right to terminate their obligation to the Federation within a period of thirty (30) days following the expiration of this Agreement.

- 4.13 Unit Members shall be informed by the Superintendent or his/her designee prior to the meeting of the purpose of any meeting for discipline or evaluative purposes.
- 4.14 Unit members shall have the right to request union representation during any meeting with supervisors/administrators from which discipline may result.
- 4.15 The County Superintendent or his or her designee shall make every effort not to schedule any on-going business after the unit member's work day on the third Wednesday of every month.
- 4.16 The County Superintendent of Schools or his or her designee shall not knowingly permit any unit member to be subject to harassment, intimidation, abusive language, insults or interference by another employee during the course of and in the performance of their job-related duties. The Federation shall utilize the contractual grievance procedure prior to it initiating any other remedies available under law.

Article 5 – Grievances

5.1 Definitions

- 5.1.1 A “grievance” is an allegation by a grievant that she/he has been adversely affected by a violation, misapplication or misinterpretation of a specific provision or provisions of this Agreement.
- 5.1.2 A “grievant” refers to any employee in the bargaining unit covered by the terms of this Agreement or the Federation.
- 5.1.3 A “day” for purposes of this Article is any day the Unit Member would be required to work.

5.2 Purpose

- 5.2.1 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, acceptable solutions to problems that may, from time to time, arise affecting the welfare or working conditions of Unit Members. These proceedings will be kept as informal and confidential as possible at any level of the procedure.
- 5.2.2 To minimize workplace discord, grievances must be processed as quickly as possible. Therefore, the parties agree that the time limits specified in each of the following levels will be considered to be maximum allowable and every effort should be made to expedite the process. The parties may agree to extend any time limit set forth in this Article. In the event a grievance is filed near the end of the school year such that the grievance procedure time frame could not be completed by the Grievant's last working day of the school year, the parties agree to continue processing the grievance during the summer recess to the extent mutually agreeable or to carry the grievance forward to the next school year.

5.3 Procedure

5.3.1 Level 1 -- Informal Resolution

5.3.1.1 Within ten (10) days after the occurrence of an alleged act or omission giving rise to a grievance, the grievant must schedule a meeting to personally discuss the allegations with the Grievant's immediate supervisor with the objective of resolving the matter. No written documentation is required from the Grievant at this Level.

5.3.2 Level 2 -- Immediate Supervisor

5.3.2.1 If the Grievant is not satisfied with the informal disposition of her/his grievance at Level 1, or if the grievance has not been resolved within five (5) days after discussing the problem with the supervisor in Level 1, the Grievant may, within ten (10) days following the date of the Level 1 disposition, file a formal grievance with the immediate supervisor.

5.3.2.2 The grievance shall be in writing and shall include the name of the Grievant, the date of the alleged violation, the provision or provisions of the collective bargaining agreement alleged to have been violated, the specific remedy sought by the grievant, and a description of the circumstances giving rise to the grievance.

5.3.2.3 Within ten (10) days after the receipt by the immediate supervisor of the written grievance, the immediate supervisor will meet with the Grievant and a representative of the Federation in an effort to resolve the grievance. The immediate supervisor will render a written decision concerning the resolution of the grievance within ten (10) days thereafter. The immediate supervisor's written decision shall include the reasons for his or her decisions.

5.3.3 Level 3 -- Grievance Mediation

5.3.3.1 If the grievant is not satisfied with the disposition of her/his grievance at Level 2, if no decision has been rendered within ten (10) days after the Grievant met with his or her immediate supervisor, or if the grievance is against the County Superintendent of Schools, the Grievant may submit the grievance to mediation.

5.3.3.2 Requests for grievance mediation must be in writing and submitted to the Superintendent within ten (10) days after the date of the immediate supervisor's decision, within ten (10) days after the occurrence of an alleged act or omission giving rise to a grievance against the County Superintendent, or, in absence of a Level 2 response, within twenty (20) days of the date the Grievant met with his or her immediate supervisor concerning the Level 2 grievance.

5.3.3.3 Upon receipt of the request for mediation, the parties shall request the services of a mediator from the State Mediation/Conciliation Service.

5.3.3.4 The mediation shall be scheduled at a mutually agreeable time and location. The mediator shall attempt to resolve the grievance by exploring settlement options with the parties. Settlement options advanced by the mediator shall not be binding on the parties, unless mutually acceptable. The mediator shall not issue any public statements of fact or opinion concerning the disputed issue. In the event of a mutually acceptable settlement, the terms of such settlement shall be reduced to writing and signed by the parties.

5.3.4 Level 4 --County Superintendent of Schools

5.3.4.1 In the event the parties are unable to reach an agreement through mediation, the grievant may submit the grievance to Level 4 within ten (10) days of conclusion of the grievance mediation.

5.3.4.2 The Grievant shall, within that ten (10) day period, submit to the County Superintendent, the person alleged to have violated or misapplied the contract, and to the Superintendent's designees a copy of all documentation and correspondence concerning the disposition of the grievance at each of the prior levels. The Superintendent's designee shall, within ten (10) days of receipt of the grievant's documentation, submit any additional documentation he or she deems appropriate to the County Superintendent and to the grievant.

5.3.4.3 The Grievant shall, within that ten (10) day period, submit to the County Superintendent, the person alleged to have violated or misapplied the contract, and to the Superintendent's designee a copy of all documentation and correspondence concerning the disposition of the grievance at each of the prior levels. The Immediate Supervisor or designee shall, within ten (10) days of receipt of the Grievant's documentation, submit any additional documentation he or she deems appropriate to the County Superintendent and to the Grievant.

5.3.4.3 Within ten (10) days after the receipt of the written documentation from both parties, County Superintendent shall meet with the parties. The Grievant and the Immediate Supervisor or designee may present testimony or written statements from identified relevant percipient witnesses.

5.3.4.4 The County Superintendent of Schools shall render a written decision within ten (10) days after meeting with the grievant and the Superintendent's designee. The Superintendent's written decision shall include the reasons for his or her decisions.

5.3.5 Level 5 -- Advisory Arbitration Panel

5.3.5.1 If the Federation is not satisfied with the disposition of the grievance at Level 4, the Federation may submit the grievance to an Advisory Arbitration Panel within fifteen (15) days after receipt of the Superintendent's written decision.

- 5.3.5.2 Upon receiving the request for advisory arbitration from the Federation, the Superintendent shall, within ten (10) days, request a list of five (5) arbitrators from the California Mediation and Conciliation Service. The Superintendent shall immediately provide the list of names to both parties. Within ten (10) days of receipt of the list of potential chairpersons, a representative of the Superintendent and the Federation shall meet and alternately strike names until one name remains. The parties shall draw lots to see which party strikes first. The person who remains shall serve as the chairperson.
- 5.3.5.2.1 The parties agree that the cost of arbitration is a crucial factor. If the arbitrator's total cost for conducting the arbitration (travel, hotel accommodations, preparation, hearing, etc.) exceeds \$1500, the parties agree to meet and confer regarding obtaining the services of an arbitrator. Only by the mutual consent of the parties will the matter be submitted to advisory arbitration if the total cost of arbitration exceeds \$1500 for the chairperson. If the parties are unable to agree upon an alternative method of conducting advisory arbitration, this step shall not be included in the grievance process.
- 5.3.5.2.2 Unless the parties mutually agree to pay for the cost of a court reporter, the party who requests the presence of a court reporter shall pay for a court reporter. Each party shall be responsible for the costs of any transcripts following the hearing.
- 5.3.5.3 Within ten (10) days of the appointment of a chairperson, each party shall select a representative for the advisory arbitration panel. If the Federation's panel member is an employee of the County Superintendent of Schools' Office, the Federation agrees to reimburse the County Superintendent for the cost of the substitute, including any statutory costs, or the amount which would have been paid had a substitute been employed.
- 5.3.5.4 The arbitration panel shall conduct a hearing at which both parties may present witnesses and evidence.
- 5.3.5.5 The arbitration panel shall have no right to amend, modify, nullify, or ignore the provisions contained in this Agreement.
- 5.3.5.6 Within thirty (30) days of the conclusion of the hearing, the arbitration panel shall render a written decision on the issue(s) submitted. If the decision of the panel is not unanimous, the panel shall issue a majority and minority written opinion.
- 5.3.5.7 Within ten (10) days of receipt of the opinion(s) of the arbitration panel, the County Superintendent shall affirm, modify, or reject the majority or unanimous written decision of the panel.
- 5.3.5.8 Each party shall bear the cost of preparing and presenting its own case to the arbitration panel. All fees and expenses of the chairperson shall be shared

equally by the parties unless the Superintendent modifies or rejects the unanimous or majority written decision of the panel. In that event, the Superintendent shall pay for all costs of the chairperson. Regardless of the Superintendent's decision, each side shall be responsible for the fees and costs of their panel member. The grievant, the grievant's representative, the Officer of the Chapter, and any employees of the County Superintendent who are called as witnesses shall be compensated at their regular rate of pay.

5.3.5.9 The decision of the Superintendent shall be final and binding on the parties.

5.4 **General Provisions**

- 5.4.1 The failure of the Grievant to meet any of the time limits established by this Article shall invalidate the grievance.
- 5.4.2 A Grievant may request the participation of the Federation at any level of the grievance process.
- 5.4.3 The Federation or the County Superintendent may consolidate grievances for the purpose of efficiency.
- 5.4.4 If a grievance affects a group or class of unit members and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue(s) raised by the grievance are the same as to all unit members involved, the Federation may initiate and submit such grievances as a class grievance on behalf of all aggrieved unit members.
- 5.4.5 Unless otherwise agreed upon, for Level 1 and 2 grievance meetings, one (1) Federation representative and the Grievant(s) shall be released during their workday without loss of pay to attend the grievance meetings.
- 5.4.6 For Level 3 and 4 grievance meetings, one (1) Federation representative and the Grievant(s), and County Superintendent of Schools' employee(s) called as witnesses shall be released without loss of pay in order to participate in the grievance meeting and proceedings. At the hearing before an arbitration panel, the Federation may also include an Officer of the Chapter without loss of compensation.–
- 5.4.7 The Federation shall notify the Superintendent of the individual(s) authorized to act as the Grievant's representative for the purpose of the grievance.
- 5.4.8 The Superintendent shall cooperate with the Federation in the investigation of any grievance and shall provide the Federation with such available information as is required by law to be provided.
- 5.4.9 At all stages of the grievance process, except for the Advisory Arbitration Panel, the Grievant may proceed without a Federation representative provided the County Superintendent of Schools does not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and is given the

opportunity to file a written response. Any such resolution shall be consistent with the terms of the negotiated agreement.

5.4.10 No reprisals of any kind shall be taken against any unit member because of participation in the grievance procedure in accordance with the terms of this Agreement.

5.4.11 The records concerning the processing of grievances shall be filed separately from the personnel file of the unit member.

Article 6 - Leaves of Absence

6.1 Sick Leave

6.1.1 Sick Leave Entitlement

6.1.1.1 Each classified Unit Member who is scheduled to work less than one hundred and eighty (180) workdays per year shall receive, for a full school year of service, a proportion of the ten (10) days of leave of absence for illness or injury as the number of days he or she is in paid status bears to one hundred and eighty (180) workdays. Sick leave pay shall be based on the average number of regular hours a unit member is assigned to work on a daily basis.

6.1.1.2 Each classified Unit Member who is scheduled to work one hundred eighty (180) up to and including one hundred ninety-nine (199) workdays during a school year shall receive ten (10) days of leave of absence for illness or injury per school year with full pay. Sick leave pay shall be based on the average number of regular hours a unit member is assigned to work on a daily basis.

6.1.1.3 Every classified Unit Member who is scheduled to work two hundred (200) and up to and including two hundred and nineteen (219) workdays during a school year shall receive eleven (11) days of absence for illness or injury per school year with full pay. Sick leave pay shall be based on the average number of regular hours a Unit Member is assigned to work on a daily basis.

6.1.1.4 Every classified Unit Member who is scheduled to work two hundred twenty (220) or more work days during a school year shall receive twelve (12) days leave of absence for illness or injury per school year with full pay. Sick leave pay shall be based on the average number of regular hours a Unit Member is assigned to work on a daily basis.

6.1.1.5 Sick leave hours shall be available to the Unit Member as provided for by Education Code sections 45191 and 45192.

6.1.2 Sick leave shall be credited at the beginning of the school year. Unit Members may use sick leave before it is earned. However, unit members who use more sick leave during a school year than what they earn shall have the sick leave for which they were paid, but did not earn, withheld from their payroll warrant in June or from their final payroll warrant from TCSOS, whichever event occurs first.

6.1.3 Unused Sick Leave

Unused days of sick leave shall be accumulated from year to year without limitation. Upon request, an employee who terminates her/his service to the Superintendent after being employed for one (1) school year may have her/his accumulated sick leave transferred to her/his next public school employer as provided in the Education Code.

6.1.4 Verification

6.1.4.1 After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed absence form provided by the Superintendent to her/his immediate supervisor.

6.1.4.2 The Superintendent additionally reserves the right to require written verification by the employee's doctor whenever an employee's absence record shows chronic absenteeism or a pattern of absences or whenever the Superintendent suspects that an absence may not be related to illness or injury.

6.1.4.3 Whenever the Superintendent has reason to believe that an employee does not have a medical reason for continued absence, the Superintendent, at his/her expense, may require an employee to be examined by an appropriate physician selected by the president of the Tuolumne County Medical Society in order to determine whether the employee is medically able to perform the essential functions of his or her position. The Superintendent shall comply with the Confidentiality of Medical Information Act. If the physician's report concludes that the employee's condition does not warrant continued absence because the employee is medically able to perform the essential functions of the position, the Superintendent may deny further paid leave after giving notice to the employee.

6.1.5 Return to Work Authorization

6.1.5.1 Following any absence of one (1) workweek or longer, the Superintendent, in his/her exclusive discretion, may require the employee to submit a statement from the employee's physician indicating that the employee can safely perform the essential functions of his or her position.

6.1.5.2 The employee's physician must also indicate any limitations and/or suggested accommodations that are necessary to allow the returning employee to perform such essential functions and the estimated duration of such limitations or accommodations.

6.1.5.3 The Superintendent reserves the right to have the employee examined by an appropriate physician selected by the president of the Tuolumne County Medical Society to determine whether the employee can safely perform the essential functions of his or her position and whether or not accommodations are necessary to permit such performance. The Superintendent shall comply with

the Confidentiality of Medical Information Act. In the event there is a conflict of opinion between the employee's physician and the physician selected by the Medical Society President, the parties agree that the Superintendent may rely on the opinion of the physician selected by the Medical Society President to determine whether the employee may permissibly return to work and under what conditions may the employee do so. The Parties agree to review the physician's conclusion in an Interactive Process as required by State and Federal Law.

6.1.6 **Notifications**

Unit members shall notify their immediate supervisor, or designee, of their inability to work due to medical reasons at least one (1) hour before the scheduled start time of the day of absence but in no event later than 7:00 a.m., unless compelling circumstances prevent notification by that time. This notification shall include an estimate of the expected duration of absence, if known. The requirement for daily notification of absence does not apply to Unit Members who are on a medical leave of absence for a specified period of time.

6.1.7 When earned sick leave has been exhausted and a Unit Member is absent because of illness or accident, the Unit Member shall be paid the difference between her/his salary and the salary of a substitute employed to fill her/his position, for a period not to exceed five (5) school months. For purposes of determining differential pay, the five (5) month period shall commence upon the first day of absence as provided in section 6.1.1, or a proration thereof, and shall run concurrently with accumulated sick leave. While in paid status, including any residual amount as a result of differential pay, Unit Members shall continue to receive the contribution toward health benefits that would have been paid had they been working as regularly assigned.

6.1.8 To the extent permitted by law, the Superintendent agrees to integrate sick leave and State Disability Insurance benefits.

6.1.9 There shall be a catastrophic leave program (sick leave bank) consistent with Education Code Section 44043.5 available for unit members. (See AR 4159)

6.2 **Industrial Accident and Illness Leave**

When a classified employee is absent from her/his duties because of an industrial accident or illness, the following rules shall apply:

6.2.1 Allowable leave for any single industrial accident or illness shall be for up to sixty (60) days during which time the educational programs of the Superintendent are being conducted, or when the employee would otherwise have been performing work for the Superintendent in any one fiscal year.

6.2.2 Allowable industrial accident and illness leave shall not accumulate from year to year.

6.2.3 Industrial accident or illness leave shall start on the first day of absence. Accumulated sick leave will not be used until industrial accident leave is exhausted.

- 6.2.4 An employee on allowable leave for industrial accident or illness shall be paid such portion of the salary due for any month in which the accident occurs as, when added to Workers' Compensation temporary disability indemnity, will result in a payment to the employee of not more than her/his full salary.
- 6.2.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 6.2.6 When an industrial accident or illness leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury. On expiration of allowable leave for an industrial accident or illness, the employee may use any accumulated personal illness and injury leave, if any.
- 6.2.7 During any paid leave of absence, the employee may endorse to the Superintendent the temporary disability indemnity checks received on account of her/his industrial accident or illness. In those cases, the Superintendent will issue appropriate salary warrants for payment of the employee's salary and will deduct normal retirement, other authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. While a Unit Member is in paid status, the Superintendent shall continue contributing to the cost of health and welfare benefits.
- 6.2.8 Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the Superintendent authorizes travel outside the state.

6.3 Personal Necessity Leave

- 6.3.1 A classified employee may use up to seven (7) days of her/his accrued sick leave during any school year for reasons of personal necessity. Personal necessity leave will be credited and may be used on an hourly basis.
- 6.3.2 Acceptable reasons for the use of personal necessity leave include:
 - 6.3.2.1 Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions in contract Section 6.5 or to attend the funeral of a close personal friend.
 - 6.3.2.2 An accident involving the employee's person or property.
 - 6.3.2.3 Fire, flood or other immediate danger to the home of the employee.
 - 6.3.2.4 Required court appearance other than jury duty and other than that required when the employee is an agent of the Superintendent.
 - 6.3.2.5 Illness of a member of the Unit Member's immediate family which requires the care and attention of the Unit Member.

- 6.3.2.6 Visit child's school or day care facility pursuant to Labor Code section 230.8.
- 6.3.2.7 Unit members may use up to four (4) days of Personal Necessity Leave for discretionary purposes without specifying a reason, provided they submit a request for such time off no less than five (5) workdays before the date requested.
- 6.3.3 For purposes of this section, "immediate family" is defined as the mother, father, step parent, grandmother, grandfather or grandchild of the employee or the employee's spouse, the employee's spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, step child, foster child, registered domestic partner, or any relative living in the employee's immediate household.
- 6.3.4 Four (4) personal necessity days may be used to extend a holiday, weekend or vacation period. No other personal necessity leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation period, or for matters which can be taken care of outside of working hours. The Superintendent may authorize the use of Personal Necessity Leave for purposes not specifically listed in this subsection.
- 6.3.5 The employee shall request advance permission for personal necessity leave, except in urgent situations such as the death or serious illness of a member of the immediate family or accident involving the employee's person or property.
- 6.3.6 After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed absence form provided by the Superintendent to her/his immediate supervisor. The Superintendent reserves the right to request verification that the leave was used for personal necessity.

6.4 Family Medical Leave of Absence [Family Medical Leave of Absence ("FMLA")/California Family Rights Act ("CFRA")]

6.4.1 Eligibility

Unit members who have been employed by the Superintendent for at least twelve (12) continuous months and have worked at least 1250 hours in the 12-month period preceding the date to begin the leave, shall be granted an unpaid Family/Medical Leave of Absence for up to twelve (12) weeks within any twelve (12) month period for a qualifying condition [See Section 6.4.2]. Unit members who are absent as a result of their own serious health condition as defined by law would be eligible for paid sick leave and then substitute differential pay and benefits to the extent provided above.

6.4.1.1 Unit members who have been employed by the Superintendent for at least two (2) years and who because of their assignment are unable to work the required 1250 hours in the 12-month period specified in Section 6.4.1, shall be eligible for a non-FMLA unpaid leave for the reasons stated below and using the application process provided. Notwithstanding Section 6.4.5 below, unit members taking this non-FMLA leave shall be entitled to up to a maximum of eight (8) weeks of benefit

contributions at the same rate as if in paid status. Unit members who are absent as a result of their own serious health condition as defined by law would be eligible for substitute differential pay and benefits to the extent provided in Section 6.1.7 above.

6.4.2 Permissible Uses of FMLA/CFRA Leave

FMLA/CFRA Leave may be requested for the following reasons:

- 6.4.2.1 Childbirth [FMLA Leave only];
- 6.4.2.2 Employee's own serious health condition;
- 6.4.2.3 The serious health condition of the employee's parent (or someone who stood *in loco parentis* when the employee was a child), spouse, or child;
- 6.4.2.4 Care of a newborn [CFRA Leave only];
- 6.4.2.5 Adoption of a child [CFRA Leave only]; or
- 6.4.2.6 Placement of a foster child in the employee's home [CFRA Leave only].
- 6.4.2.7 Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on "covered active duty."
- 6.4.2.8 Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parents, or next of kin (military caregiver leave).

For employees taking leave for birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two (2) weeks and must conclude within one (1) year of the birth or placement for adoption or foster care.

6.4.3 Procedure for Requesting FMLA/CFRA Leave

Employees wishing to request a FMLA/CFRA Leave must submit a written request thirty (30) days in advance, if the need for the leave is foreseeable. If the need is not foreseeable, the employee must give the Superintendent a written notice as early as possible. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

6.4.4 Health Care Provider's Certification

The Superintendent requires a health care provider's certification of the employee's or the employee's family member's health condition to accompany the request.

6.4.4.1 If the leave is for the employee's own serious health condition, the medical certification must contain the following information:

- 6.4.4.1.1 The date, if known, on which the serious health condition commenced;
- 6.4.4.1.2 The probable duration of the condition; and

6.4.4.1.3 Statement that due to the serious health condition the employee is unable to work at all or is unable to perform any one or more of the essential job functions of the position.

6.4.4.2 If the leave request is to care for a family member (child, parent or spouse) of the employee, the following information is required:

6.4.4.2.1 The date, if known, on which the serious health condition commenced;

6.4.4.2.2 The probable duration of the condition;

6.4.4.2.3 Estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care; and

6.4.4.2.4 Certification from the family member's physician provides that the family member's condition warrants the employee's participation to provide care during a period of treatment or supervision.

6.4.5 **Compensation and Benefits During FMLA/CFRA Leave**

FMLA/CFRA Leave is an unpaid leave of absence, except to the extent the leave is for the employee's own serious health condition in which case TCSOS will require the employee to use paid sick leave and substitute differential pay at the same time as the unpaid FMLA/CFRA Leave. All Superintendent-paid insurance benefits will continue during the FMLA, up to the twelve (12) week maximum.

6.4.6 **Return From FMLA/CFRA Leave**

To return to work after a leave for an employee's own serious condition, an employee must provide a written release to duty regarding their health condition from their health care provider to the Personnel Department. Upon return from leave, an employee will be returned to the same position or to a comparable position with the Superintendent. An employee may be denied reinstatement following FMLA/CFRA Leave if:

6.4.6.1 An employee does not provide a written release to return to duty; or

6.4.6.2 Employment would have ceased for business reasons unrelated to the leave.

6.5 **Pregnancy-Related Disability Leave**

6.5.1 A Unit Member is entitled to leave without pay if disabled by pregnancy, childbirth, or a related medical condition under the same terms and conditions as govern any other unpaid leave of absence.

6.5.1.1 A Unit Member is disabled by pregnancy if, in the opinion of her own doctor or other licensed health care practitioner, she is unable because of pregnancy, childbirth or a related medical condition to perform the essential functions of her job or to perform these duties without undue risk to herself or other persons.

6.5.1.1.1 TCSOS shall begin running an employee's Paid Sick Leave on the date the unit member's physician determines the employee is unable to work because of pregnancy, childbirth, or a related-medical condition.

6.5.1.1 The length of such leave, including the date on which such leave shall commence and the date on which duties are to be resumed, shall extend for the duration of the disability not to exceed four (4) months. The Superintendent may require verification of the extent of disability through a physical examination of the employee as provided in Section 6.1.4.

6.5.2 Unit Members are entitled to use accumulated sick leave as set forth in contract Section 6.1 during the pregnancy-related disability leave. Unit members disabled as a result of pregnancy, childbirth, or related medical condition would be required to use her paid sick leave and substitute differential pay and benefits to the extent provided above.

6.5.3 After completing the pregnancy-related disability leave, the Unit Member will be returned to her original job or to a substantially similar job with a substantially similar rate of pay and the Superintendent shall provide such guarantee in writing upon request.

6.6 **Bereavement Leave**

6.6.1 An employee is entitled to a leave of up to three (3) days, or five (5) days if out-of-state travel or travel in excess of three hundred (300) miles is required, upon the death of any member of the employee's immediate family. The Superintendent will pay the employee her/his regular salary during this leave.

6.6.2 At the employee's request, bereavement leave may be extended under personal necessity leave provisions contained in contract Section 6.3.

6.6.3 For purposes of this section, members of the immediate family are: the mother, father, step parent, grandmother, grandfather, or a grandchild of the employee or the employee's spouse; the spouse, son, son-in-law, daughter, daughter-in-law, foster child, step child, brother or sister of the employee; or any relative living in the employee's immediate household.

6.6.4 At his/her discretion, the Superintendent or designee may grant additional unpaid bereavement leave.

6.7 **Jury Duty Leave**

6.7.1 The Superintendent will grant an employee leave with pay to appear in court as a juror or as a witness other than a litigant.

6.7.2 In order to receive her/his regular pay, the employee shall turn over to the Superintendent any juror or witness fees received, minus the cost of mileage and other expenses necessitated by the court appearance. If the employee fails to turn over to the Superintendent the juror or witness fee, the employee will receive only the difference

between the employee's regular earnings and the amount she/he receives for juror or witness fees.

6.7.3 The employee shall submit notices, summons, and subpoenas for court appearances to the Superintendent's Office when requesting leave.

6.8 **Military Leave**

All provisions of the law pertaining to military leave will be complied with.

6.9 **Unpaid Leave**

The Superintendent may in his exclusive discretion grant an unpaid leave of absence in any duration, not to exceed one (1) school year at a time. The Unit Member shall have the right to return to a similar position to that one held at the time of the leave unless the original position no longer exists due to a legitimate business necessity. If as a result of the unpaid leave of absence the Unit Member does not work for at least 75% of the school year, the Unit Member shall not receive a salary advancement for that year.

6.10 **State Disability Insurance**

6.10.1 Benefits granted under State Disability Insurance shall be coordinated with other leave benefits so that the employee maximizes the benefits to which she/he is entitled.

6.11 **Parental Leave**

6.11.1 **Definition of Parental Leave**

6.11.2 For purposes of the Section, "Parental Leave" has the same definition as set forth in Education Code section 44977.5, which provides that parental leave is "leave for reason of the birth of the child of the employee, the placement of a child with an employee in connection with the adoption, or the foster care placement of a child with the employee."

6.11.2 **Eligibility for Parental Leave**

6.11.2.1 An employee who requests Parental Leave is not required to have worked 1250 hours within the last 12 months.

6.11.3 **Compensation During Parental Leave**

6.11.3.1 When a unit member has exhausted all available sick leave during his or her 12-workweek period of Parental Leave, including all accumulated sick leave, and continues to be absent from the unit member's duties on account of parental leave pursuant to Education Code 44977.5, the unit member shall be compensated at 50% of his/her regular salary for the remaining portion of the 12-workweeks of Parental Leave.

6.11.4 Calculation of Parental Leave

- 6.11.4.1 The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of Parental Leave.
- 6.11.4.2 A unit member shall not be provided more than one 12-week period of Parental Leave per 12-month period. If a school year terminates before the 12-workweek period of Parental Leave is exhausted, the unit member may take the balance of the 12-workweek period in the subsequent school year as long as all 12-workweeks of Parental Leave are used within 12-months of the birth, adoption, or foster care placement of a child.
- 6.11.4.3 The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- 6.11.4.4 Parental leave shall run concurrently with all other paid and unpaid leaves.

6.11.5 One 12-Week Leave Period for Both Parents Employed by TCSOS

- 6.11.5.1 When both spouses (registered domestic partners) of the child are employed by TCSOS, and both are eligible for leave under this Section, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks of paid Parental Leave between the two of them.

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Article 8 - Evaluations

- 8.1 Evaluation and assessment of performance shall be made on a continuing basis, at least twice for probationary unit members and at least once every other year for permanent unit members.
- 8.2 The formal evaluation shall be in writing. If the employee is not performing satisfactorily according to the standards of the Superintendent, the employee shall be notified in writing of such unsatisfactory performance. In such cases, the Superintendent or his/her designee shall make specific recommendations in writing for improvement of the employee's performance.
- 8.3 A copy of the evaluation form shall be provided to the unit member no later than May 1st. The unit member shall have the right to prepare a written response to the evaluation within ten (10) workdays. The written response shall become a permanent attachment to the evaluation in the unit member's personnel file. The content of an evaluation is exempt from the grievance

procedure in Article 5 of this Agreement. However, management's failure to comply with the evaluation procedures as defined in this Article may be the subject of a grievance.

- 8.4 The Superintendent or his/her designee may require that employees who receive unsatisfactory evaluations participate in a program designed to improve areas of performance in order to further student achievement and the Superintendent's objectives.

Article 9 - Personnel Files

- 9.1 Materials in personnel files of Unit Members shall be maintained in accordance with the provisions of Education Code Section 44031.
- 9.2 Materials in personnel file shall be available for inspection by the Unit Member or by a representative designated in writing, by the Unit Member, and copies shall be given to the Unit Member.
- 9.3 Every Unit Member shall be allowed to inspect, copy and respond to all materials in the Unit Member's personnel file.
- 9.4 Any employer-generated document placed in the Unit Member's personnel file shall be signed and dated by both an employer representative and the employee.
- 9.5 No derogatory material shall be entered into a Unit Member's file unless and until the Unit Member has been given notice and an opportunity to review said material and has had at least ten (10) work days to prepare a written response which shall be attached to said material. Such review may take place while the Unit Member is in paid status.
- 9.6 There shall be one (1) personnel file for each Unit Member which shall be maintained in the County Superintendent's office.
- 9.7 **Public Charges and/or Complaints**
 - 9.7.1 All charges and/or complaints against a Unit Member shall be made to the Superintendent and/or Director of Special Education in writing and signed by the complainant. Charges and/or complaints against a Unit Member shall be confidential.
 - 9.7.2 A copy of any written charges and/or complaint shall be provided to the Unit Member.

Article 10 - Assignment Procedures for OTs

10.0 Definitions

10.1 Seniority

- 10.1.1 For the purposes of this Article, "seniority" shall mean first date of paid probationary service within a classification.

10.1.2 Should two or more unit members have the same first date of paid service within a classification, then the County Superintendent shall use (a) first date of paid service in any probationary position for the Tuolumne County Superintendent of Schools, or (b) first date of paid service in a probationary position with the Tri-County Consortium SELPA, whichever is earliest.

10.2 Vacancy

10.2.1 For the purposes of this Article, a bargaining unit position shall be considered “vacant” whenever a new bargaining unit position is created by the Superintendent or when the incumbent of the position is separated from employment due to death, resignation, termination, service retirement, transfer, reassignment, or placement on a 39-month reemployment list pursuant to Education Code Section 45192 or 45195.

10.2.1.1 An opening created by a regular Unit Member’s leave of absence shall not be considered a vacancy.

10.2.2 An increase in the number of hours for a particular bargaining unit position shall not be considered to create either a vacancy or a new position unless the increase exceeds one or more hours per day.

10.2.2.1 The Superintendent shall consult with the Federation whenever the number of hours for a particular bargaining unit position is proposed to be increased by more than an hour per day.

10.2.3 If a vacancy occurs during the instructional year, the County Superintendent of Schools may post notice for outside applicants at the same time notice is mailed to each Unit Member’s home address.

10.2.4 Notice of job vacancies will be sent to each Unit Member at her or his home and to his or her TCSOS work e-mail address at least five (5) working days in advance of job vacancy application deadline.

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10.4 For purposes of this article, a reassignment is defined as a change in the work assignment of the Unit Member.

10.4.1 An employee-requested reassignment is voluntary.

10.4.2 An employer-required reassignment is involuntary.

10.5 Unit members may request to be reassigned to vacant positions.

- 10.5.1 The Superintendent shall use the following criteria in considering a voluntary reassignment request to a vacant position: Program needs, credentials, training, years of service, and disruption to the educational program.
 - 10.5.1.1 If a voluntary reassignment request is denied the Unit Member shall be provided with specific reasons, in writing, for the denial.
- 10.5.2 The County Superintendent of Schools recognizes the right of the current unit members to be considered for voluntary reassignment pursuant to this Article.
- 10.6 Unit members may only be involuntarily reassigned within their license area. Whenever possible, the immediate supervisor will solicit voluntary reassignment requests before involuntarily reassigning Unit Members.
 - 10.6.1 A unit member may only be involuntarily reassigned for the following reasons:
 - 10.6.1.1 To meet State or Federal Compliance Requirements;
 - 10.6.1.2 Due to changes in enrollment, changes in program, or changes in facilities;
 - 10.6.1.3 Maintenance of constructive working relationships.
 - 10.6.2 The unit member chosen for an employer-initiated transfer shall be the least senior unit member qualified to perform the necessary services. Should the Superintendent determine that the needs and interests of students, parents, co-workers, or teachers associated with the employer-initiated transfer would be adversely affected by involuntarily transferring the least-senior unit member, the Superintendent may involuntarily transfer a more senior unit member. The Superintendent's determination shall be in writing and shall be based on justifiable reason(s). Prior to the involuntary transfer, the Superintendent shall consult with the Federation President.
 - 10.6.3 Any unit member who is involuntarily transferred shall not again be involuntarily transferred for the remainder of the current school year and the following school year.
 - 10.6.3.1 This section shall not apply if there are no other unit members licensed and competent to perform the services needed.
 - 10.6.4 Involuntary reassignments shall not be effected for arbitrary or capricious reasons. The County Superintendent of Schools shall consider increased travel time from unit member's home, seniority, and interruption of current programs before involuntarily transferring a unit member.

10.6.5 If a Unit Member is involuntarily reassigned, the immediate supervisor shall provide for movement of all materials and equipment and arrange for appropriate assistance.

10.7 Prior to the effective date of a mid-year reassignment and after consulting with the affected Unit Member, the immediate supervisor shall authorize reasonable paid time to accommodate the packing and unpacking of materials, review of student IEP's and curriculum, and introductory contacts with parents as warranted, not to exceed release time of five school days for mid-year reassignments unless there are unique circumstances as determined by the immediate supervisor. The Parties recognize that the amount of release time granted should be limited to the minimum necessary to optimize the educational advantages of having the employee provide services as quickly as possible and to minimize the unproductive expenditure of resources.

10.8 Following School Year's Assignment

10.8.1 On or before April 30th of each school year unless mutually extended by the Parties, all unit members within a cohort and the SELPA Director or their designee shall jointly meet to develop a plan for the fair and equitable distribution of program and workload assignments for the following school year. In making the assignments for the following school year, the unit member's immediate supervisor shall consider the recommendation from such Unit Members.

10.8.2 Each Unit Member shall be given written notice of their next year's assignment not later than June 1st. Such notice shall specify the location(s), program(s), and workload for the assignment. Unit members shall have the opportunity to indicate a preference for a new assignment for the following school year.

10.8.3 It is the intent of the parties to exchange as much information concerning assignments and the options and/or need for reassignments as logistically possible.

10.9 Workload/Caseload for OTs

10.9.1 Full-time unit OTs shall perform no more than forty (40) assessments during a school year.

10.9.2 Full-time OTs shall have a total case load CAP of forty (40) students.

10.9.2.1 A full-time OT shall have his or her CAP of forty (40) students reduced by one (1) student for every three (3) preschool students assigned to him or her.

10.9.2.2 Three students with services of thirty minutes a month or less shall be considered one student for the purpose of calculating the caseload CAP.

- 10.9.3 The provisions contained herein shall be prorated for part-time OTs.
- 10.9.4 TCSOS Management will twice a year (September 15th and January 15th) make a good faith determination that assignments are distributed equally between OTs.
- 10.9.5 An OT, who is voluntarily assuming a case load/workload larger than what is set forth herein, shall receive his or her hourly rate of pay for the work performed.
- 10.9.6 For the 2019/2020 school years, the Parties agree that the caseload/workload language contained in Section 10.9 for OTs shall constitute a Pilot Program. Unless the Parties mutually agree to extend the language in Section 10.9, the language set forth will no longer be a part of this CBA.
 - 10.9.6.1 Should the Parties not agree to extend Section 10.7, the Parties shall meet not later than February 15, 2020, to begin negotiations for a replacement Caseload/Workload Model.
- 10.9.7 During the pilot program, each full-time OT will make a good faith effort to select a minimum of 10 of the 40 students assigned to serve in a push-in/small group model.

Article 11 - Discipline

- 11.1 The County Superintendent of Schools' Office may only impose discipline against a unit member for just cause.
- 11.2 The Superintendent shall ordinarily use progressive discipline in response to Unit Member's misconduct, to the extent it is warranted and practicable under the circumstances. For the purposes of this Article, progressive discipline shall include an oral warning, a written warning, and a written reprimand prior to the imposition of more significant disciplinary action. Nothing in this Article shall restrict the Superintendent's right and/or obligation to initiate dismissal procedures as provided in the Education Code; nor shall it restrict any rights that the unit member has under law.
- 11.3 "Discipline" may include a suspension without pay for a specific period not to exceed ten (10) workdays. However, a suspension without pay shall not reduce or deprive the Unit Member of seniority or fringe benefits. Should the suspension be overturned or modified through the grievance process, the unit member shall be entitled to back pay.
- 11.4 Written notification to the Unit Member of any disciplinary action, including any suspension without pay, shall be written in ordinary and concise language and include the following information:
 - 11.4.1 The disciplinary action to be taken.

- 11.4.2 A statement of the misconduct upon which the disciplinary action is based, including the time, dates, and location of such alleged misconduct as determined by an investigation.
- 11.4.3 Where applicable, a statement of the rules, regulations or statutes which the bargaining unit member is alleged to have violated.
- 11.5 Unit members shall have the right to request union representation during any meeting with supervisors/administrators from which discipline may result.
- 11.6 The Unit Member shall have the right to respond to the charges either orally or in writing prior to the imposition of discipline. If a unit member receives any kind of written disciplinary action, the unit member may, no sooner than three months after the issuance of the disciplinary document or issuance of the disciplinary action, request in writing that his or her supervisor provide him or her with a written status report concerning the extent to which the unit member has complied with the Remediation or Improvement Plan, if such a Plan was included as part of the disciplinary action. A unit member may make such a request only once during a school year. The unit member's supervisor shall complete the status report within sixty (60) calendar days of the unit member's written request. A copy of this status report shall be placed in the Unit Member's personnel file. The Supervisor's status report shall not require the employer to recommence progressive discipline. Information or proceedings regarding actual or proposed disciplinary action shall be kept confidential, unless disclosure is otherwise required by law or court order.
- 11.7 The imposition of discipline under this Article may be appealed through the grievance procedure.

ARTICLE 12 – Work Days and Hours

- 12.1 The number of working days required of the Unit Member shall not exceed one hundred and ninety (190) days, with additional days and assignments possible upon mutual agreement of the Superintendent and the Unit Member.
- 12.2 Unit Members shall be compensated for additional assignments requested of them by the Superintendent that are in excess of their regular assignment at the Unit Member's pro rata per diem rate of pay.
- 12.3 Unit Member's shall establish a regular schedule which parallels student schedules at the Unit Member's work site(s), and to which the Unit Member shall adhere, except when the employee's duties require them to be elsewhere. The work day shall be eight hours including a duty-free lunch of no less than thirty (30) minutes. Any extra duty work approved by the immediate supervisor, with the exception of those responsibilities defined in Section 12.5, which extend the unit member's work day shall be compensated at the unit member's pro rata per diem pay.
- 12.4 In addition to the work day defined above, required general staff meetings will be held on a scheduled basis. There shall be no more than one (1) meeting per month of not more than

one and one-quarter (1.25) hours for purposes determined by the immediate supervisor (maximum ten (10) meetings per year).

12.4.1 The Federation shall be permitted time immediately following the staff meeting to conduct business. Additional mutually agreed upon Federation/County Office meetings may be scheduled to discuss mutual concerns.

12.5 This agreement allows for staff development buy-back days provided that the program is funded by the State. The number of staff development buy-back days will be determined by the level of state funding. Unit members would be encouraged but not required to attend. Those unit members would be paid \$240 for each complete staff development buy-back day actually attended. If after school sessions are permitted to be scheduled, and it is logistically and operationally possible to do so (which the Federation has expressed as their preference), then unit members would have to attend all of the scheduled component parts of the staff development sessions (equivalent to a single day's attendance in order to receive the per diem payment).

Article 13 - Salary

13.1 The salary schedule for bargaining unit members shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement.

13.2 Newly hired unit members shall be placed on the salary schedule for prior, verifiable full-time equivalency experience as an OT or PT for a public school, state-approved private school, or public agency.

13.2.1 Initial placement of new hires shall be determined by verification of experience from the previous employer(s). When verification has been examined and approved by the Superintendent the Unit Member shall be placed at the appropriate step.

13.2.2 A Master's Degree stipend of \$1,200.00 shall be given per year for a full-time employee and prorated for part-time employees. The stipend shall be paid monthly. For the 2016-2017 school year, the annual stipend shall be paid in a lump-sum payment in June 2017.

13.3 Any Unit Member employed in a regular part-time position shall be classified on the salary schedule in the same manner as full-time Unit Members and shall be paid a percentage of the annual full-time salary equal to the percentage of full-time the part-time Unit Member is regularly assigned.

13.4 Full-time unit members must actually work at least 75% of the days that school is in session during a school year to receive salary schedule credit for one (1) year of experience.

13.4.1 Part-time unit members must work seventy-five percent (75%) of their part-time assignment for that school year in order to advance on the salary schedule.

13.5 Unit members shall have the option of being paid in ten (10) or twelve (12) equal payments. The selection of this option must be made prior to September 1 of the year in which it is to be

in effect. Unit members hired after the start of the school year may not utilize this option until September 1 of the following year.

- 13.6 Unit members who are required to travel between sites or to attend required meetings shall be reimbursed for mileage at the then current IRS rate. There shall be no reimbursement for mileage for travel to or from a Unit Member's home and her/his designated school site.
- 13.7 The salary schedule, as set forth in Appendix A, shall be increased by **2.5% effective, July 1, 2019 3.00% effective July 1, 2020** and 3% effective **July 1, 2021**.
- 13.8 This shall conclude negotiations on compensation (salary and benefits) through the end of the **2021-2022** school year.
- 13.9 The parties shall meet during the **2021-2022** school year to negotiate compensation for the **2022-2023** school year.

Article 14 - Benefits

14.1 Eligibility

Effective July 1, 2016, regular full-time and part-time employees of the Superintendent who are regularly scheduled to work at least .5 FTE per school year and who have worked for the Superintendent for two (2) or more calendar months are eligible to receive insurance benefits as provided in this Article.

14.1.1 A "full-time" unit member is defined as an eight-hour employee who is in a paid status for 190 days per school year. This equates to 1520 hours per school year.

14.1.2 The Parties recognize that part-time OTs first employed prior to July 1, 2016, will be eligible for benefits as long as they work the equivalent of .40 FTE per school year.

14.2 Types of Insurance Coverage

14.2.1 The Superintendent offers the following insurance coverage, options for which may be selected by Unit Members through a cafeteria plan (as allowed by Internal Revenue Code Section 125), provided, however, that Unit Members must at a minimum select employee medical, dental, and vision coverage from among the offered plans:

- 14.2.1.1 Health and Medical plan;
- 14.2.1.2 Dental plan;
- 14.2.1.3 Vision plan;
- 14.2.1.4 Life insurance;
- 14.2.1.5 Short term disability.
- 14.2.1.6 Employee Assistance Plan ("EAP")

14.3 Part-time unit members who are eligible to receive a prorated CAP and who choose to participate in the insurance benefits program have the choice of taking all three health insurance options (medical, dental, vision) or any combination of the three, as long as one of the health insurance options is selected.

14.4 Premium Contribution

14.4.1 For full-time employees, the Superintendent shall contribute toward insurance premiums \$835.00 per month effective July 1, 2019. The employee shall contribute the remainder of the insurance premiums, if any, through payroll deduction.

14.4.2 For part-time employees, the Superintendent shall contribute a prorated amount toward insurance premiums. The employee shall contribute the remainder of the insurance premiums for selected insurance options through payroll deduction. The amount of the Superintendent's contribution shall be based on:

14.4.2.1 The percentage of full time that the employee is regularly scheduled to work.

14.4.2.2 The premium amount shall be based on the amount paid by the Superintendent for full time employees in Section 14.3.1.

14.5 All bargaining unit members who are 55 years of age or older who have completed 12 years of PERS service credit with the Tuolumne County Superintendent of Schools are entitled to employer paid medical insurance (same coverage plan as active employees) upon retirement at the single subscriber rate until the retiree reaches the age of 65.

14.6 The parties to this agreement do hereby agree that in the event the Special Education program provided by bargaining unit members is transferred to another employing entity, TCSOS agrees to continue providing the insurance benefit CAP then provided to bargaining unit members during any lapse in coverage which directly resulted from the transfer for a period not to exceed sixty (60) calendar days.

Article 15 - Safety

15.1 Preamble

There shall be a joint labor-management Health and Safety Committee composed of up to two (2) representatives from the Federation, the Council and Management, respectively. Each party will select its' own representatives.

The Health and Safety Committee shall meet during the regular workday on the second Wednesday of September to set the calendar for the school year to include a minimum of six (6) meetings. One or more of the parties may call a special meeting should they reasonably believe there is an urgent safety issue.

The Health and Safety Committee shall meet for the purpose of making recommendations relating to health and safety issues.

- 15.2 The Superintendent and Unit Members shall conform to and comply with all health, safety, and sanitation requirements imposed by State and/or Federal law or regulations adopted under the State and/or Federal law including those prescribed by Cal-OSHA.
- 15.3 Any Unit Member who observes a working condition which she/he believes to be unsafe or unhealthy shall report such conditions in writing including the reasons for believing it to be unsafe or unhealthy to the site administrator and to the Superintendent or designee.
If the site is controlled by the Superintendent, the Superintendent or designee will respond in writing within forty-eight (48) hours and explain how the unsafe or unhealthy condition has been or shall be remediated, if such remediation is possible or practical. Remediation timelines shall be stated.
- 15.4 A Unit Member may use TCSOS authorized principles of approved programs such as Pro-ACT as are reasonably necessary and legally appropriate to protect herself/himself or another person from assault by a student.
 - 15.4.1 Unit Members who work with students who have potential assaultive behaviors as identified in an IEP shall be provided, at no cost to the Unit Member, management of assaultive behavior training. Training updates shall be provided on an annual basis or on a less frequent basis as deemed appropriate by the immediate supervisor.
 - 15.4.2 Unit Members who work with students who have potentially assaultive behaviors or medical conditions which might prove injurious to themselves or to others as identified in an IEP shall be provided with a communications system while supervising such students.
- 15.5 Unit members shall immediately report and notify in writing cases of assault or threatened assault suffered by them in connection with their employment to the appropriate law enforcement authorities with a copy to the Director of Personnel. The Director of Personnel shall promptly report the incident to the immediate supervisor and the Superintendent. If a Unit Member is assaulted while fulfilling assigned duties, the Superintendent shall, pursuant to Education Code Section 44014, provide full cooperation with the filing of a report of the assault.
- 15.6 Unit Members other than qualified school nurses shall not be requested or required to perform any specialized physical healthcare service or procedure (such as clean intermittent catheterization, injections, suction, and tube feeding) unless trained to do so for specific reasons at the Superintendent's expense. It is not the intent of the parties that bargaining unit members would be the primary provider of specialized physical healthcare services or procedures.
- 15.7 **Occupational Exposure to Bloodborne Pathogens**
 - 15.7.1 The Superintendent agrees to establish standards of protection from bloodborne pathogens for Unit Members who may reasonably anticipate coming into contact with

human blood and other potentially infectious materials in the course of performing their assigned duties.

15.7.2 The Superintendent agrees to establish a written exposure control plan for Unit Members regarding occupational exposure to blood and other potentially infectious materials. The control plan shall include the followings, provisions:

15.7.2.1 The Superintendent shall distribute health and safety rules to all Unit Members.

15.7.2.2 The Superintendent will establish a method for keeping records of exposure incidents, post-exposure follow up, hepatitis B vaccinations, and Unit Member training.

15.7.3 The Superintendent will inform Unit Members how to obtain Hepatitis B vaccinations. Unit Members with occupational exposure to bloodborne pathogens will be provided on a voluntary basis Hepatitis B vaccinations at the Superintendent's expense: employees who choose not to accept the vaccine must sign a declination form; employees who decline the vaccine may elect to be vaccinated at a later date.

15.7.4 Medical follow up and appropriate counseling as may be required by law shall be provided by the Superintendent if an exposure incident occurs.

15.7.5 The Superintendent agrees to provide in-service training on human immunodeficiency virus infection (HIV infection), acquired immune deficiency syndrome (AIDS), and Hepatitis B to all Unit Members regarding occupational exposure to blood and other potentially infectious material. Training shall be provided as follows:

15.7.5.1 At the time of initial assignment to tasks where exposure may take place.

15.7.5.2 At least annually thereafter.

15.7.6 The Superintendent agrees to provide warning labels and containers for regulated waste as required by law.

15.7.7 The Superintendent agrees to provide all tools, equipment, and supplies necessary in accordance with health and safety regulations.

Article 16 - Effects of Layoff

16.1 The Superintendent may lay off bargaining unit members, upon sixty (60) calendar written notice, for lack of work or lack of funds.

16.2 At least fifteen (15) calendar days prior to the issuance of layoff notices, the Superintendent or designee shall notify and consult with the Federation of the need for the impending layoff, including alternatives to layoff and measures to mitigate the impact of layoffs on remaining bargaining unit members. Nothing in this section shall be construed to mean that the

Superintendent has in any way limited his or her management prerogative to determine when and how to effect layoffs.

- 16.3 In the event of layoff, bargaining unit members with the lowest seniority within a classification shall be laid off first.
- 16.4 Seniority for layoff shall be within classification. Time spent in higher classifications counts as seniority in lower classifications. Seniority shall be based on the employee's first date of paid service as a probationary employee for TCSOS.
- 16.5 Unit members who have been laid off are eligible for reemployment in a vacant position in the classification from which the layoff occurred for a period of 39 months and shall be reemployed in preference to new applicants. Such unit members may apply for promotional opportunities with the Superintendent during the 39 months. Unit members who voluntarily take a demotion in lieu of layoff will remain on the reemployment list for an additional 24 months [total of 63 months].
 - 16.5.1 A unit member to be laid off may bump the least senior unit member in a lower classification previously held by the unit member.
 - 16.5.2 Notification of possible recall shall be made by both certified and first-class mail to the last known address of all laid-off unit members from the classification in which the vacancy exists requesting confirmation of availability for the position. The most senior laid-off unit member confirming her or his availability to accept the position shall be offered the position.
 - 16.5.3 If unit member fails to respond to the mailings within five (5) business days of date they were deposited with the U.S. Postal Service, the Personnel Director shall offer the assignment to the next most senior unit member on the 39-month reemployment list. It shall be the responsibility of the laid-off unit member to keep contact information current with the Personnel Director's office.
 - 16.5.3.1 Failure of a unit member on the reemployment list to three offers of reemployment shall result in the unit member's name being removed from the reemployment list.
 - 16.5.4 Vacant positions from which a layoff has occurred within the previous 39 months shall be posted or advertised to current bargaining unit members within the same classification. Vacant positions shall not be advertised to members of the general public until laid off unit members from the affected classification have been given an opportunity to confirm their availability for the position. (See Section 10.2.1)
 - 16.5.5 In the event none of the laid-off members from the classification for which there is a vacant position is available to accept the position, the Superintendent shall offer the position to a qualified unit member who was laid off from a different classification. Laid-off unit members offered a position in a classification different than that from which she or he was laid off may refuse the offer of employment without affecting their placement on the recall list. Acceptance of a position in a different classification than that from

which the unit member was laid off shall not forfeit the unit member's recall rights to vacant positions in the classification from which she or he was laid off for the remainder of the reemployment preference period specified in Section 16.5 above.

- 16.6 In the event of a reduction in force, the Superintendent agrees that he or she will not unilaterally increase workload, nor will it unlawfully transfer or contract out bargaining unit work, or use volunteers to replace the work of eliminated/reduced positions.
- 16.7 The Public Employment Relations Board has decided that parties to a collective bargaining agreement can agree to a negotiated resolution of all potential effects in the event of some future layoff. The parties can then agree that at the time a future layoff actually occurs there would be no legal obligation for either party to further negotiate about the effects of the layoff. The purpose of agreeing ahead of time on the effects of such layoffs, and waiving the right to bargain at the time the layoffs occur, is to consider such issues in a non-crisis setting and to allow the employer to efficiently implement the layoff, knowing in advance the procedure to be followed and the rights of unit members. The parties to this collective bargaining agreement agree that they have had an unrestricted opportunity to negotiate the effects of bargaining unit member layoffs, and that the language in this article shall constitute the complete understanding and agreement of the parties regarding the effects of all future classified employee layoffs, including displacement and re-employment rights, and shall relieve the Superintendent and Federation of any further obligation to negotiate the effects of any bargaining unit member layoff occurring during the term of this collective bargaining agreement.

Article 17 – Non-Discrimination

- 17.1 Neither the Superintendent nor the Federation shall unlawfully discriminate against any unit member on the basis of, but not limited to, the following: race, color, religion, age, sex, sexual orientation, national origin, political affiliation, marital status, physical or mental disability, membership status, or participation in the activities of a labor organization.

Article 18 – Concerted Activities Prohibited

- 18.1 It is agreed and understood that there will be no strike, work stoppage, willful absence from assigned work stations, refusal to fully and faithfully perform job functions and responsibilities or other interference with the operations of the Superintendent by the Federation or its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 18.2 The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all Unit Members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the Superintendent by Unit Members who are represented by the Federation, the Federation agrees in good faith to take all reasonable steps to cause those Unit Members to cease such action, such as personally informing bargaining unit members that the job action violates this Agreement and notifying them of their responsibility to return to work.

- 18.3 The Superintendent agrees that during the term of this Agreement there shall be no lockout.

Article 19 – Effects of Agreement

19.1 Complete Understanding

19.1.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized herein. This shall not preclude the Federation from exercising its right to consult pursuant to Government Code 3543.2 on items not included in this Agreement.

19.2 Savings Clause

19.2.1 Should any Section, Paragraph or Provision of this Agreement be declared or adjudicated unlawful, void, inoperative or unenforceable by a court of competent jurisdiction, all remaining Sections, Paragraphs and Provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract.

19.2.2 If both parties mutually agree, the parties shall meet not later than ten (10) days after such discussion to renegotiate the Section, Paragraph or Provision affected.

19.3 Reopeners

19.3.1 For the term of this contract (July 1, 2019, through June 30, 2022), the contract shall be closed for compensation.

19.3.2 In each fiscal year, the Parties may mutually agree to reopen negotiations on any Article.

Article 20 – Term

- 20.1 This Agreement shall be effective as of July 1, 2019, and shall continue in full force and effect through June 30, 2022, and thereafter until a successor agreement is negotiated.

SIGNATURE PAGE

The Language Set Forth in this Collective Bargaining Agreement Accurately Reflects the Agreement Reached Between the Parties During Negotiations:

Date: _____

Federation Vice President for OT
Tuolumne County Special Educators Federation
AFT Local #6029, AFL-CIO

Date: 10/28/2020

Rosemary Davis - Brockus
Federation Negotiator
Tuolumne County Special Educators Federation
AFT Local #6029, AFL-CIO

Date: _____

Federation Negotiator
Tuolumne County Special Educators Federation
AFT Local #6029, AFL-CIO

The Language Set Forth in this Collective Bargaining Agreement Accurately Reflects the Agreement Reached Between the Parties During Negotiations:

Date: 10/28/2020

Cathy Parker
Cathy A. Parker
County Superintendent of Schools
Tuolumne County Superintendent of Schools

SIGNATURE PAGE

The Language Set Forth in This Collective Bargaining Agreement Accurately Reflects the Agreement Reached Between the Parties During Negotiations:

Date: 5/10/19

Rosemary Davis

Rosemary Davis
Federation Vice President for OT
Tuolumne County Special Educators Federation
AFT Local #6029, AFL-CIO

Date: 5/9/19

Aimee Johnson

Aimee Johnson
Federation Vice President for OT
Tuolumne County Special Educators Federation
AFT Local #6029, AFL-CIO

Date: 5/9/19

Meghan Taylor

Meghan Taylor
Federation Negotiator
Tuolumne County Special Educators Federation
AFT Local #6029, AFL-CIO

The Language Set Forth in This Collective Bargaining Agreement Accurately Reflects the Agreement Reached Between the Parties During Negotiations:

Date: _____

Cathy A. Parker
County Superintendent of Schools
Tuolumne County Superintendent of Schools