



## **AN AGREEMENT BETWEEN**

The Fresno County Superintendent of Schools and  
The California School Employees Association Local Chapter #573

Effective July 1, 2017 thru June 30, 2020

Ratified on September 26, 2017

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## **ARTICLE 1**

### **RECOGNITION AND EFFECT**

#### **1.0 RECOGNITION AND EFFECT**

- 1.1 By the execution of a Recognition Agreement dated May 24, 1976, the Fresno County Superintendent of Schools (hereinafter "Employer" or "Superintendent") and by the resolution passed May 25, 1976, the Fresno County Board of Education recognized the California School Employees Association and its local Chapter #573 (hereinafter "CSEA" or "Association") as the exclusive representative of the classified bargaining unit (hereinafter "Unit Members"). At the mutual request of the Employer and Association and the classified bargaining unit was clarified by the Public Employment Relations Board on September 20, 1982. All of the above are incorporated herein and attached hereto.
- 1.2 It is understood and agreed that the specific provisions of this Agreement shall prevail over the Employer's practices and procedures and over State law to the extent permitted by State law, and in the absence of specific provisions in the Agreement, such practices and procedures are discretionary with the Employer.
- 1.3 This Agreement and any and all modifications thereto shall, unless otherwise so specified, become effective on the first working day following signing of the Agreement by an Association officer and the Employer, or his/her designee. The Association recognized that this Agreement or a successor Agreement may contain provisions which require the Employer to establish or modify certain policies and/or procedures to comply with the terms of said provisions and waives the right to grieve said provisions until the Employer has had sixty (60) days to conform to the Agreement.

## **ARTICLE 2**

### **EMPLOYERS RIGHTS**

#### **2.0 EMPLOYERS RIGHTS**

2.1 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 that are the exclusive right to: determine his/her organization and direct the work of his/her employees; determine the times and hours of the operation in accordance with Article 8 of this Agreement; determine the kinds and levels of services to be provided and the methods and means of providing them; establish his/her education policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number of kinds of personnel required; maintain the efficiency of the Employer's operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenues; contract out work to the extent permitted by law and with the provisions of Education Code Section 45103.1, and any other provisions under the Education Code respecting contracting out, and the Educational Employment Relations Act ("EERA") are complied with; take action on any matter in the event of an emergency. In addition, the Employer retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

2.1.1 When the proposed contracting out of work will require the layoff of a Unit Member or preclude the return to duty on a regular, ongoing basis, of a former Unit Member laid off for less than thirty nine (39) months, the Employer, or his/her designee, shall meet and negotiate the effects of said proposed actions with the Association. However, if the function(s) to be performed is within the scope of duties, as specified in the class description of the laid off former employee, said former employee shall be offered the opportunity to perform the function. The compensation shall be at the current range and at the step the former employee had attained at the time of layoff. Refusing to perform the function(s) shall not affect the former employee's layoff status.

- 2.2 The exercise 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 in connection therewith, shall be limited only by the specific and expressed terms of this Agreement; and then only to the extent such specific and expressed terms are in conformance with law.
- 2.2.1 In the event of an emergency the Superintendent or his/her administrative designee shall have the right to alter or suspend any portion of this Agreement to the extent and for the period of time necessary to meet the emergency. "Emergency" as used in this Article includes, but is not limited to, highly unusual or catastrophic situations which may prevent the routine functioning of FCSS.
- 2.2.2 The determination of whether an emergency exists shall be solely the Superintendent's or in the absence of the Superintendent, the Administrator appointed to act on behalf of the Superintendent and expressly excluded from the provisions of Article 15 (Grievance Procedure) of the Agreement.



## **ARTICLE 3**

### **UNIT MEMBER RIGHTS**

#### **3.0 UNIT MEMBER RIGHTS**

##### **3.1 UNIT MEMBER RIGHTS**

3.1.1 The Employer and the Association recognize the right of a Unit Member to form, join, and participate in lawful activities of the Association and the equal alternative right of a Unit Member to refuse to join or to participate in Association activities. This shall not preclude the payment of a service fee in accordance with Article 5, Organizational Security.

3.1.2 Neither the Employer nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against a Unit Member because of the aforementioned right to engage or not engage in Association activities. But a Unit Member may be constrained by the provisions of Article 5, Organizational Security.

##### **3.2 PERSONNEL FILE**

3.2.1 The personnel file for a Unit Member shall be maintained in Human Resources located in the central administrative building of the Employer. No adverse action of any kind shall be taken against a Unit Member based on materials, which are not in the personnel file.

3.2.2 Access to Unit Member's personnel file shall be limited to the Employer, or his/her designee on a need to know basis. The contents of all personnel files shall be kept in the strictest confidence. A Unit Member's right to inspect his/her personnel file is subject to the following: such material available for inspection by the Unit Member shall not include ratings, reports or records obtained prior to the Unit Member's employment with the Employer, materials prepared by an identifiable examination committee member, or information obtained in connection with a promotional examination.

- 3.2.3 The Unit Member's right to inspect the materials in his/her personnel file or as a representative for another Unit Member, with the written permission of the Unit Member shall be restricted to those times the Unit Member or representative is not required to render service to the Employer and shall be during normal business hours of the Human Resources Office. If a Unit Member by virtue of the site to which the Unit Member is assigned, or due to the duty hours or itinerant schedule assigned, cannot inspect his/her personnel file on a duty free basis, it may be done while in a duty status with the expressed approval of the Unit Member's supervisor. The instrument to secure approval shall be a Leave Request requesting "*Leave with Pay*" and reason "*To inspect personnel file.*" The Unit Member shall have a valid, compelling reason to inspect his/her personnel file while in a duty status.
- 3.2.4 A Unit Member may have a representative present when he/she inspects his/her personnel file. Upon written authorization by the Unit Member and prior notification to the Human Resources Office, a representative of the Association shall be permitted to examine or obtain copies of materials, for a fee, which are not of a restricted nature.
- 3.2.5 Any material of a derogatory nature placed in a Unit Member's personnel file shall not be entered or filed unless or until ten (10) days after the Unit Member is given a copy of the material and an opportunity to review and comment therein. The date of the hand delivery or mailing shall appear on the face of the document. Such time for review shall take place by mutual agreement with the Employer, or his/her designee, during normal business hours and the Unit Member shall be released from duty for the purpose without salary deduction.
- 3.2.6 Formal discipline documents in a Unit Member's personnel file shall, upon written request by the Unit Member, be purged, if during the four (4) year period following the incident in question, the Unit Member was not reprimanded for unacceptable conduct and has maintained consistent satisfactory job performance. Discipline documents shall not include formal performance evaluations placed in a Unit Member's personnel file.

**ARTICLE 4**  
**ASSOCIATION RIGHTS**

**4.0 ASSOCIATION RIGHTS**

**4.1 GENERAL**

4.1.1 Article 4 shall not be interpreted as a waiver of the Associations statutory organizational rights, but shall serve to provide for reasonable guidelines applicable to those rights.

All Association business, discussions, and activities will be conducted by Unit Members or Association officials outside established work hours as defined in Section 8.1 of Article 8 (Hours and Overtime) of this Agreement, and will be conducted in places other than County Schools Office property, except when:

- a) An authorized Association representative obtains in advance permission from the Employer, or his/her designee, regarding the specific time, place and type of activity to be conducted;
- b) The Employer, or his/her designee, can verify that such requested activities and use of facilities and equipment, if any, will not interfere with the Employer's programs and/or duties of Unit Members and will not directly or indirectly interfere with the right of Employees to refrain from listening or speaking with the Association representative; and
- c) The Association pays a reasonable fee for the use of institutional equipment and assumes liability for any loss or damage resulting from the use thereof. Notwithstanding, the Association shall have the right of access to employee work areas at reasonable times. Reasonable times for the purpose of this Article shall mean before work, during breaks/lunch periods, and after work.

**4.2 REASONABLE REGULATIONS OF STATUTORY & OTHER ACCESS RIGHTS**

The Association may use the Employer's mailboxes and bulletin board spaces designated by the Employer subject to the following conditions:

- 4.2.1 All postings for bulletin boards or items for school mailboxes must contain the date of the posting or distribution and the identification of the organization together with a designated authorization by the Association President.
- 4.2.2 A copy of such postings or distributions must be delivered to the Employer, or his/her designee, at the same time as posting or distribution and the Association will not post or distribute unauthorized information.
- 4.2.3 Failure to comply with the provisions of this Section (4.2) may, at the discretion of the Employer, result in the removal and/or recall of the information.
- 4.2.4 The Association may use FCSS' internal mail and email systems for the transmission of any non-political information pertaining to Association business.
- 4.2.5 Once per fiscal year, upon written request to Human Resources, the Association may receive a roster of Unit Members, which shall contain at least the Unit Members name, hire date, anniversary date, job code number (JCN), job title and department code.
- 4.2.6 An Association representative may request to briefly address Unit Members attending departmental staff meeting, subject to the following provisions:
- An address made to Unit Members shall be immediately following the conclusion of the departmental staff meeting.
  - Unit Members shall not be required to remain beyond the conclusion of the departmental staff meeting.
  - An Association representative wishing to address Unit Members shall specify the amount of time requested and secure the approval of the departmental head prior to the departmental meeting.
  - Unless the Association representative is a regularly assigned member of the department a Unit Member shall not be provided release time for purposes of addressing or attending an Association address.
  - The opportunity of an Association representative to address Unit Members shall not be unreasonably requested and/or withheld, but the provision of

section 4.2.6 are specifically excluded from the Article 15, grievance procedure.

#### **4.3 DISTRIBUTION OF COLLECTIVE BARGAINING UNIT AGREEMENT**

4.3.1 Within thirty (30) working days of the execution of this Agreement the Employer shall distribute this Agreement as follows:

4.3.1.1 An electronic copy shall be placed on the Employer's website:

4.3.1.2 One (1) copy shall be sent to the Association's local field office; and

4.3.1.3 One (1) copy shall be sent to each Chapter Officer.

#### **4.4 RELEASE TIME FOR ASSOCIATION BUSINESS**

4.4.1 To secure release time for Association and/or CSEA Chapter business, a Unit Member shall first secure approval for release time from the Association and/or Chapter. Upon Association and/or Chapter approval, the Unit Member shall submit a request for approval of release time to the Unit Member's immediate supervisor seventy-two (72) hours in advance. Leave request must state reason for and duration of release time. The request for release time may be denied if it is determined the request would adversely affect department operations.

4.4.2 Providing it does not require the hiring of a substitute employee the Employer will provide release time to Unit Members to attend the CSEA Annual Conference for five (5) days annually. If the Unit Member is in paid status, the Employer will pay the salary and benefits for two (2) Unit Members attending said conference and the Chapter will reimburse the Employer for the cost of salary and benefits paid to all other attendees.

4.4.3 Should the Association and/or Chapter desire the release of Unit Members to attend trainings or other union business the procedure set forth in 4.4.1 above shall be complied with. The Association and/or Chapter shall confirm in writing its agreement to reimburse the Employer for the cost of salary and benefits paid by the Employer to Unit Members who have been provided the requested release time.

#### **4.5 RELEASE TIME FOR CHAPTER OFFICERS/BUSINESS**

- 4.5.1 An Association Chapter Officer, or his/her alternate, shall be granted release time, with pay, to attend an open County Schools Board meeting, whenever the published agenda for said board meeting contains one or more times, which impacts bargaining Unit Members terms and conditions of employment. Following the annual election of officers, the Chapter President shall notify the Employer in writing of the designee and alternate. The Chapter agrees to not designate a Unit Member whose attendance at a board meeting will require the payment of a substitute employee. If attending a board meeting will require the designee or alternate to be absent from his/her regular duty site, a Leave Request for "Other" with a reason of "Board Meeting" shall be submitted for approval of his/her immediate supervisor.
- 4.5.2 The Chapter President, or in the absence of the Chapter President, the person so designated by the Chapter President shall be granted reasonable release time to attend to the Association Chapter's business, which includes participation in new hire training as scheduled by Human Resources. This time shall be exclusive of the time the Chapter President is required to attend joint Association-Administration meetings. The aggregate release time for the Chapter President and the eBoard members shall not exceed eight (8) hours per month and shall not require the payment of substitute employees. The Chapter President and/or eBoard members shall submit a leave request for "Other" with a reason of "Chapter Business" at least 72 hours in advance to his/her immediate supervisor. The request for release time may be denied if it is determined the request would adversely affect department operations. The aggregate release time may exceed eight (8) hours with the specific approval of the Employer.

#### **4.6 RELEASE TIME FOR NEGOTIATIONS**

- 4.6.1 The identified members of the CSEA Negotiating Team shall be granted three (3) hours of release time to meet and prepare for negotiations on scheduled negotiations dates.

## **ARTICLE 5**

### **ORGANIZATIONAL SECURITY**

#### **5.0 ORGANIZATIONAL SECURITY**

##### **5.1 STATEMENT OF PHILOSOPHY**

- 5.1.1 The Association and the Employer are in agreement that the Unit Members elected to have the Association represent them in their labor relations with the Employer. Each Unit Member is urged to join and actively participate in the functions of the Association and its local Chapter.
- 5.1.2 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining Unit Member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

##### **5.2 PAYROLL DEDUCTION FOR MEMBERSHIP DUES**

- 5.2.1 The Employer agrees to deduct the Association dues or a fair share service fee from the wages of every Unit Member via payroll deduction in the manner required by law. Unit Members must, as a condition of continued employment, either join the Association or pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.
- 5.2.2 The Association shall have the sole and exclusive right to receive the payroll deduction for regular membership dues or the fair share service fee.
- 5.2.3 The Employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing twenty (20) days or more after the Association's written notification to the Employer of the new or changed deductions.

### 5.3 **FAIR SHARE SERVICE FEE**

5.3.1 Any new Unit Member shall, until the pay period commencing twenty (20) days or more from the hire date, become a member of the Association or pay the Association a service fee. There shall be no charge by the Employer to the Association for such mandatory agency fee deductions.

### 5.4 **RELIGIOUS OBJECTIONS**

5.4.1 A Unit Member who has a religious objection to pay Association fee shall notify the Association. The Association has the right to verify that the Unit Member qualifies for a religious exemption. Any Unit Member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the Association. Such Unit Members shall pay sums equal to the service fee to one of the following nonreligious, non-labor, charitable organizations exempt from taxation under section 501(c)(3) of title 26 of the Internal Revenue Code:

- a) American Cancer Society
- b) Marjaree Mason Center
- c) Ronald McDonald House
- d) Special Olympics
- e) United Way

5.4.2 Any Unit Member claiming this religious exemption must file a written request for exemption with CSEA within thirty (30) days of the date of this Agreement. If the request is granted the Unit Member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment.

5.4.3 If such Unit Member who holds conscientious objections pursuant to this section requests the Association to use the grievance procedure or arbitration procedure on the Unit Member's behalf, the Association is authorized to charge the Unit Member for the reasonable cost of using such procedure.



**5.5 HOLD HARMLESS**

- 5.5.1 The Association shall indemnify, defend and hold the Employer harmless from all costs, liabilities and other expenses including, but not limited to, attorney's fees and costs, stemming from any court or administrative action challenging the legality of the organization security provision of this Agreement or its implementation.
- 5.5.2 The Association agrees to reimburse the Employer, its officer or agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof provided the Employer has complied with the terms of this Article and has notified the Association of its awareness of such action.
- 5.5.3 The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

## **ARTICLE 6**

### **COMPENSATION**

#### **6.0 COMPENSATION**

##### **6.1 GENERAL**

- 6.1.1 The 2017-2018 CSEA salary schedule shall not be increased. This shall not prevent members from receiving anticipated step increases.
- 6.1.2 All steps for each bargaining unit classification shall be in increments of five percent (5%) rounded to the nearest dollar.
- 6.1.3 At the time this Agreement becomes effective, each Unit Member shall, for purposes of computing the rate of compensation, be placed at his/her then current step within his/her job classification.
- 6.1.4 A Unit Member in a paid status full-time, as defined in Sections 8.1.1 and 8.1.2 of Article 8, Hours and Overtime, shall be compensated at a monthly rate.
- 6.1.5 A Unit Member in a paid status less than full-time as referenced in Subsection 6.1.4 shall be compensated at the hourly rate for his/her step and job classification for each hour in a paid status.
- 6.1.6 The regular rate of pay for a Unit Member shall include any shift differential, if applicable.

##### **6.2 PROBATION AND STEPS**

- 6.2.1 A new hire and/or promoted Unit Member shall normally be hired and/or promoted at the first step of the Unit Member's job classification, but the Employer reserves the right to place a new and/or promoted Unit Member at a step within the job classification the Employer deems appropriate consistent with current placement criteria in accordance with state and federal law.
- 6.2.2 The term "Initial Probation" or "Initial Probationary" refers to the initial twelve (12) months of active service in a paid status in the employment of the Employer.

The term "Probation" or "Probationary" refers to the Unit Member's initial twelve (12) months of active satisfactory service in a higher job classification.

6.2.3 A Unit Member having permanency in a job classification shall be placed on the next step on the salary schedule effective July 1, providing they were hired on or before December 31, of the previous year. Employees hired between January 1 and June 30, will not receive a step increase until the following year on July 1, (i.e., if hired on January 1 of any year, would not receive increase for eighteen (18) months).

6.2.4 A Unit Member failing to receive the recommendation of his/her department head and/or the approval of the Employer for permanent status in a higher job classification shall be returned to the job classification from which the Unit Member was promoted.

### **6.3 LONGEVITY PAY**

6.3.1 A Unit Member that has completed ten (10) years of consecutive service with the employer from their date of hire shall receive one percent (1%) of their then present step and range with no exception. A Unit Member that has completed fifteen (15) years of consecutive service with the employer from their date of hire shall receive two and one-half percent (2.5%) of their then present step and range with no exception. A Unit Member who has completed twenty (20) consecutive years of service with the employer shall receive three and one-half percent (3.5%) of their then present step and range with no exception. A Unit Member who has completed twenty-five (25) consecutive years of service with the County shall receive four percent (4%) of their then present step and range with no exception. A Unit Member who has completed thirty (30) consecutive years of service with the County shall receive four and one-half percent (4.5%) of their then present step and range with no exception.

### **6.4 PAYROLL ERRORS**

6.4.1 If a Unit Member knows or reasonably suspects that there is an error in the calculation and/or preparation of his/her payroll warrant, the Unit Member is obligated to contact the payroll supervisor for verification.

6.4.2 Any verified error(s) in the calculation and preparation of a Unit Member's paycheck shall be corrected as follows:

6.4.2.1 If an error resulted in the Unit Member being under compensated, the error shall be corrected, the Unit Member given a statement of the error and a supplemental warrant issued to the Unit Member within five (5) working days of verification of the error or as soon as practical based on the next payroll cycle.

6.4.2.2 If the error resulted in the Unit Member being overcompensated, the error shall be corrected and the Unit Member given a statement of the nature and amount of the error within five (5) working days of the verification of the error or as soon as practical. The Deputy Superintendent or his/her designee shall mutually agree upon a repayment schedule to correct the payroll error in accordance with law.

## 6.5 **LOST CHECKS**

6.5.1 If a Unit Member loses his/her payroll check, or fails to receive it within five (5) working days of the date mailed in the U.S. mail, the Unit Member shall complete and sign an affidavit of loss in the offices of the Fresno County Auditor. Ten (10) working days after the date of issuance as printed on the payroll check and after the Unit Member has signed the affidavit of loss, a new payroll check shall be issued to the Unit Member by the Fresno County Auditor's Office. If a Unit Member's payroll warrant fails to complete direct deposit into the Employee's specified bank account, the Employee must contact the Internal Payroll Department. Upon notification, the Employer will issue a replacement check to the Employee once the Employer's account has received a return of the monies.

6.5.2 If, subsequent to the Unit Member signing an affidavit of loss, the original payroll check is found, the Unit Member shall surrender the original warrant to the County Auditor's Offices.

6.5.3 Any and all other requirements currently in existence, or enacted in the future, by County Ordinance or Government Code, relating to this section shall be observed by the Employer and the affected Unit Member.

## **6.6 TRAVEL REIMBURSEMENT**

- 6.6.1 A Unit Member authorized to travel in the performance of his/her duties, shall be reimbursed, if applicable, in accordance with the appropriate policies and practices of the Employer, as governed by Title 5, of the California Code of Regulations.
- 6.6.2 A Unit Member required to use a common carrier (airline, railroad, or bus) to be away overnight and require lodging and/or incur two (2) or more days of per diem pursuant to this Section may, upon written request and with the approval of the Employer, or his/her designee, receive an advance travel payment in the amount of the anticipated expenses. Said advance shall be incorporated with and deducted from the expense report submitted pursuant to Section 6.6.1. If the amount of the advance exceeds the amount reimbursable, the Unit Member shall remit the difference with his/her expense report.

## **6.7 LICENSE, CERTIFICATES AND LIABILITY INSURANCE**

### **6.7.1 FEES**

- 6.7.1.1 Providing the Unit Member attends a class as specified by the Employer or has the prior approval of the Employer to attend a class, the Employer shall pay the fee for CPR, First Aid, and Defensive Driving, and/or Food Handler Certification(s).
- 6.7.1.2 Unit Members required, as part of their normal job functions, to transport students in any FCSS vehicle shall receive training as set forth in the Section above (6.7.1.1).

### **6.7.2 LIABILITY INSURANCE**

- 6.7.2.1 A Unit Member who, in the performance of his/her duties, is required to drive a vehicle of the Employer, a contractor of the Employer, or the Unit Member's own vehicle, may be required to provide proof of insurability for liability insurance at standard premium rates. The amount of personal liability and property damage for which the Unit Member must be

insurable shall be established by the risk manager for the joint powers agreement in which the Employer participates.

**6.8 OUT-OF-CLASS ASSIGNMENT**

6.8.1 A Unit Member assigned to spend a substantial amount of the Unit Member's time performing duties requires skills and/or responsibilities not in the Unit Member's classification description but included in the duties of a classification which has a range higher than that of the Unit Member for more than five (5) working days within a fifteen (15) calendar day period shall receive additional compensation. The rate of compensation shall be based on the range of the higher classification at a step that ensures that the Unit Member's additional compensation shall be not less than five percent (5%) greater than the Unit Member's present range and step.

6.8.2 For out-of-class assignments which are not continuous for ninety (90) days or more the Unit Member shall keep a timesheet, on a form provided by the Payroll Section, of hours per day spent working out-of-class and have said timesheet verified and signed by the Unit Member's supervisor. Said short term (90 days or less) assignments shall be compensated on the Unit Member's next appropriate pay cycle.

**6.9 RECLASSIFICATION OF SPECIAL EDUCATION PARAEDUCATORS**

6.9.1 Special Education Paraeducators will initially be employed as a Paraeducator I. Effective July 1, 2001, Special Education Paraeducator I applicants must have a valid California Driver's License in order to be considered for employment. At the end of the first twelve months of employment, all Special Education Paraeducator I's must have completed the requirements for reclassification to a Special Education Paraeducator II.

6.9.1.1 Requirements for reclassification include: completion of certifications relevant to specific duties required, such as Certificate for CPR, First Aid, and a one-time Certificate in Defensive Driving.

- 6.9.1.2 It will be the Employer's responsibility to provide each Paraeducator I the opportunity, release time, and pay the cost of Employer approved training/certificates to attain Paraeducator II status and maintain said status.
- 6.9.1.3 It will be the Employee's responsibility to complete the required courses/certificates within the first twelve months of employment. It will also be the responsibility of each Special Education Paraeducator II to maintain all required certificates current.
- 6.9.1.4 Upon the completion of all Special Education Paraeducator II requirements and the eleven (11) month evaluation recommending continued employment, all Special Education Paraeducator I's will be reclassified to Special Education Paraeducator II.
- 6.9.1.5 Any Special Education Paraeducator that does not complete the above listed requirements or are not recommended for continued employment will not be reemployed and released no later than the anniversary date of hire.

## ARTICLE 7

### EMPLOYEE BENEFITS

#### 7.0 HEALTH AND WELFARE BENEFITS

##### 7.1 COVERAGE FOR FULL-TIME EMPLOYEES

7.1.1 **Eligibility:** a Unit Member whose position provides for not less than six (6) hours per day and not less than one hundred eighty (180) days per year, excluding overtime and special assignments such as summer sessions, special projects, etc., shall be fully qualified for health and welfare benefits and must participate in the plan coverage.

7.1.2 **Coverage:** the Employer shall provide the Unit Member and the Unit Member's eligible dependents with the following health and welfare benefits:

7.1.2.1 Medical and Hospitalizations

7.1.2.2 Prescription Drugs

7.1.2.3 Dental (\$2,000 Maximum Annual Coverage)

7.1.2.4 Vision

7.1.2.5 Life Insurance (\$50,000 Unit Member Only)

7.1.3 **Employer Contribution:** for the 2017-2018 plan year, the Employer's maximum contribution toward all Employee health and welfare benefits shall be capped thirteen thousand two hundred and fifty dollars (\$13,250.00) per plan year.

7.1.4 If a Unit Member waives coverage for dental, vision and dental as set forth above, the Unit Member and eligible dependents shall be covered by a medical-only plan in accordance with the Affordable Care Act.

7.1.4.1 The specific coverage and benefits for Subsections 7.1.2.1 through 7.1.2.4 shall be as provided in the Benefit Plan Documents, and any riders thereto currently in force, a copy of which is available for inspection in the central office of the Employer and Sharepoint. The specifics of



Subsection 7.1.2.5 are contained in the life insurance policy issued to each Unit Member.

## 7.2 AVAILABLE COVERAGE FOR PART-TIME AND/OR ARTICLE 14 EMPLOYEES

- a) **Eligibility:** Unit Members whose regularly assigned position is less than the annual hours of 1080 hours (6 x 180) and/or in positions as specified in Article 14 of this Agreement shall only be eligible for the medical-only Two-Tiered Anchor Bronze PPO Plan with no Employer contributions.
- b) **Coverage:** the Employer will make accessible a medical-only plan in accordance with the Affordable Care Act. This plan shall be available for part-time and/or Article 14 employees.
- c) **Payment:** the full cost of this plan will be the Unit Member's responsibility. Premiums must be paid twelve (12) times per year, as specified by the Employer, and cannot be deducted from payroll.

## 7.3 OTHER PROVISIONS

7.3.1 Any modifications or riders which will not reduce the coverage and benefits of a Unit Member may be made after the Association has been given the proposed modifications or riders in writing and has had a reasonable opportunity to meet and confer regarding the proposal.

7.3.1.1 Modifications or riders, which would reduce the coverage or benefits of a Unit Member, shall be negotiated prior to implementation.

7.3.2 The Association and the Employer will meet and confer regarding the maintenance of a Flexible Benefit Plan (aka 125 plan) and an Employee Assistance Plan and it is expressly between the parties that either or both plans will be maintained during the life of this Agreement.

7.3.3 If a Unit Member's hours and/or days are increased/decreased on a permanent basis the contribution adjustment shall be made at the beginning of the next fiscal year.

7.3.4 If a Unit Member is recalled on a Permanent basis the Unit Member's prorated share of contributions for benefits shall be the same as at the time the Unit

Member was laid off for the remainder of the fiscal year in which the Unit Member was recalled.

#### **7.4 RETIREE BENEFITS**

##### **7.4.1 General**

Upon retirement from the Fresno County Superintendent of Schools (FCSS) a classified retiree may purchase the retiree medical, dental, or vision plans offered by FCSS by paying a voluntary contribution in advance.

##### **7.4.2 Qualifications for Employer Contribution**

In addition, FCSS classified retirees may be eligible for an employer contribution toward the retiree medical, dental, or vision plans, if at their retirement from public school service they are employed by the Fresno County Superintendent of Schools and meet one of the following years of service requirements:

- a) A minimum of ten (10) years of continuous service at the Fresno County Superintendent of Schools.
- b) A total of twenty-five (25) years of public school education service in California, with the last five (5) years before retirement being served at the Fresno County Superintendent of Schools.

For those retirees who meet one of the two Service Requirements noted above, the FCSS monthly contribution towards retiree health benefits shall be as follows:

##### **7.4.3 Retiree Benefits for Employees Retiring Prior to July 1, 2000 Who Are Not Eligible for Medicare**

7.4.3.1 When a combination of the retiree's age and years of service are equal to or greater than seventy-five (75) at the time of retirement and retiree is not eligible for Medicare benefits, the Employer's monthly contribution shall be one-half (1/2) of the total contribution, but not to exceed eighty dollars (\$80.00).

7.4.3.2 When a combination of the retiree's age and years of service are equal to or greater than eighty (80) at the time of retirement and the retiree is not eligible for Medicare benefits, the Employer's monthly contribution shall be one hundred dollars (\$100.00) per month.

**7.4.4 Retiree Benefits for Employees Retiring Prior to July 1, 2000 Who Are, or Become Eligible for Medicare**

7.4.4.1 When qualified retiree is eligible for Medicare or becomes eligible for Medicare at any future date the Employer's contribution for supplemental coverage shall be one-half (1/2) the total contribution, but not to exceed seventy dollars (\$70) per month. In order to be eligible for the Employer's contribution towards Medicare supplemental policy, the retiree must provide evidence to the employer that they are enrolled in Medicare Parts A and B. The cost for Medicare A and B are the exclusive responsibility of the retiree.

7.4.4.2 A retiree participating in the benefits plan may expand the coverage to include a spouse by paying the applicable contribution, in advance, to the Fresno County Superintendent of Schools.

**7.4.5 Retiree Benefits for Employees Retiring After July 1, 2000 Who Have Not Reached Age Sixty-Two (62) on the Date of Their Retirement**

7.4.5.1 When a combination of the qualified retiree's age and years of public school service are equal to or greater than seventy-five (75) at the time of retirement and the retiree is not eligible for Medicare benefits, the Employer's monthly contribution towards FCSS retiree benefits shall be eighty dollars (\$80.00).

7.4.5.2 When a combination of the qualified retiree's age and years of public school service are equal to or greater than eighty (80) at the time of retirement and the retiree is not eligible for Medicare benefits, the Employer's monthly contribution towards FCSS benefits shall be one hundred dollars (\$100.00).

7.4.5.3 A retiree participating in FCSS retiree benefits plan may expand the coverage to include a spouse by paying the applicable contribution, in advance, to the Fresno County Superintendent of Schools.

**7.4.6 Retiree Benefits for Employees Retiring After July 1, 2000 Who Are Between the Age of Sixty-Two (62) and Sixty-Five (65) on the Date of Their Retirement**

7.4.6.1 Qualified retirees that have attained the age of sixty-two (62) but have not reached the age of sixty-five (65) on the date of their retirement shall, on written request, receive the same health benefits, (medical, dental & vision), provided to active employees up to a maximum period of three (3) years from the date of retirement or until the retired employee reaches the age of sixty-five (65), whichever occurs first. The County Office shall pay the cost of such health coverage for the employee and his/her dependents in the same proportion as the employee's on active service with the County Office.

**7.4.7 Benefits for Employees Retiring After July 1, 2000 Who Are at Least Age Sixty-Five (65) or Have Reached Age Sixty-Five (65)**

7.4.7.1 Qualified retirees who are age sixty-five (65) or older on the date of their retirement or qualified retirees whose date of retirement was after July 1, 2000, and they were at least sixty-two (62) years of age on the date of their retirement, shall at age sixty-five (65), on written request, be entitled to the following benefit at County Office expense.

7.4.7.2 A qualified retiree shall receive a maximum contribution of two hundred and sixty dollars (\$260.00) per month towards the cost of the retiree's and his/her dependent's medical, dental and vision plans available through the County Office of Education.

**7.4.8 Maximum County Office Cost of Retiree Benefits**

Qualified retirees shall be entitled to the employer contribution based on the specified criteria as set forth above, not to exceed the maximum approved employer cap. If the health and welfare cost paid for all CSEA Retirees exceeds

five percent (5%) of the total cost of health and welfare benefits, (i.e., medical, dental, or vision), paid for all active Fresno County Superintendent of Schools employees in any plan year, (October through September), a reduction in the total cost of benefits for CSEA retirees will be implemented as noted below.

7.4.8.1 All CSEA retirees will have a prorated reduction in their County Office paid health and welfare benefits until the total cost of benefits for all CSEA retirees equals approximately five percent (5%) of the total cost of health and welfare benefits for all active Fresno County Superintendent of Schools employees.

7.4.8.2 For example, if the total cost of health and welfare benefits for Fresno County Office of Education active employees is \$4,000,000.00 and the total cost of health and welfare benefits for County Office CSEA retirees is \$212,500.00, the total cost of CSEA retirees benefits would be reduced by  $[(\$212,500.00) - (\$4,000,000.00 \times .05)] = \$12,500.00$ . The prorated percentage that CSEA retiree benefits would be reduced by would be  $[(\$12,500.00 / \$212,500.00)] = 5.88\%$ . Therefore, a retiree receiving eighty dollars (\$80.00) per month in benefits would have those benefits reduced by 5.88% or a reduction of  $\$80 \times .0588 = \$4.70$  / month. Therefore, the CSEA retiree would only receive  $\$80 - \$4.70 = \$75.30$  per month for that plan year (October through September).

7.4.8.3 Upon retirement from the Fresno County Superintendent of Schools, a former Unit Member may continue to receive the medical and hospitalization benefits portion of the program by paying the voluntary contribution in advance.

**7.4.9 Cash Payments Towards the Cost of Retiree Benefits Paid by Retirees Who Retire After July 1, 2003**

7.4.9.1 A qualified retiree who wishes to have a cash payment made directly to the retiree for the purpose of purchasing medical, dental or vision benefits outside the plans offered by FCSS may, upon written request to the Human Resources Department, receive monthly check through FCSS'

Accounts Payable effective the month following submission of all Employer required documentation.

7.4.9.2 However, as per Government Code Section 53202, retirees may only receive cash payment to reimburse a retiree for benefits purchased by the retiree. This payment may not be paid in lieu of benefits purchased by the retiree.

7.4.9.3 In order to facilitate providing retired employees with a cash benefit, through Accounts Payable, towards the cost of benefits paid by the retiree, the County Office will, as authorized in Government Code Section 53202.2, require proof of payment by the retiree towards a specific medical, dental, or vision benefit whose cost to the retiree equals or exceeds the County Office's payment to the retiree.

7.4.9.4 The proof of payment by the retiree will be provided to the Human Resources Department, prior to the first month of payment. Payment will be effective the first calendar month following receipt of proof.

7.4.9.5 The Human Resources Department in turn will provide the County Office Internal Finance Department with a proof of payment with the first payment to the retiree.

7.4.9.6 Finally, these Accounts Payable payments will be considered a retiree benefit and not income; therefore, no 1099-R form will be issued for these payments.

**7.4.10 Continuing Coverage for Surviving Spouses of Classified Retirees Who Retire After July 1, 2005**

7.4.10.1 The County Superintendent of Schools shall permit the enrollment of classified retirees surviving spouses in the same medical, dental and vision plans offered eligible active employees. Surviving spouses of classified retirees who elect coverage pursuant to this Article will be required to pay all premiums and other charges, including any increases

in the rate of premiums and all costs incurred by County Superintendent of Schools in administering this Article.

7.4.10.2 This enrollment entitlement does not apply to either the new spouse upon the remarriage of a surviving spouse or the children of a classified employee.

7.4.10.3 The surviving spouse of a classified retiree must enroll in the coverage provided by this Article within thirty (30) days of losing County Office medical, dental and/or vision coverage through the classified retiree. If the surviving spouse does not enroll in a County Office medical, dental and/or vision plan during this initial 30-day enrollment period, the surviving spouse will be denied a further opportunity to do so.

7.4.10.4 This section shall permit enrollment into any County Office medical, dental or vision plan offered to other retirees, only once. A surviving spouse of a classified retiree who has been previously covered under this Article and who has voluntarily terminated that coverage, thereafter shall be excluded from obtaining coverage under this Article.

## **7.5     DISABILITY INCOME INSURANCE**

7.5.1     Effective January 1, 2017, the Employer agrees to implement a disability income protection plan as selected by the Bargaining Unit. Participation in the group plan shall be through a voluntary payroll deduction.

7.5.2     The plan shall automatically renew every year unless the Bargaining Unit notifies the Employer in writing no later than June 30.

## ARTICLE 8

### HOURS AND OVERTIME

#### **8.0 HOURS AND OVERTIME**

##### **8.1 WORK DAY / WEEK / MONTH / YEAR**

8.1.1 The regular work week for Unit Members shall be a maximum of eight (8) hours per day for a five (5) day week, or ten (10) hours per day for a four (4) day week. The actual number of hours per day for each Unit Member shall be established by the Employer, or his designee, and shall be a fixed, regular, and ascertainable minimum number of hours per day. Except the Employer shall not hire a Unit Member for less than four (4) hours per day unless and until the Employer and the Association have met and conferred in good faith.

8.1.1.1 The Employer and CSEA may deviate from the normal work week provided days worked are consecutive.

8.1.2 The regular work week shall consist of five (5) consecutive days. This will normally be Monday through Friday unless a Unit Member's assignment requires a different five (5) consecutive day period. A Unit Member assigned to work a ten (10) hour day shall have a four (4) day work week of either Monday through Thursday or Tuesday through Friday unless the Unit Member's assignment requires a different four (4) consecutive day period.

8.1.3 The number of work days, exclusive of holidays, as specified in Section 9.12 of Article 9 of this Agreement, shall be:

- a) 12-month employee: not less than two hundred and forty-eight (248) annual work days for a full-time Unit Member.
- b) 11-month employee: not less than two hundred and nine (209) annual duty days for a term (between July through June) for an 11-month Unit Member.
- c) 10-month employee: not more than two hundred and eight (208) annual duty days for a term (between August through June) and not less than



one hundred and fifty (150) annual duty days (between August through June).

The actual maximum, work days for fiscal year shall be determined by the calendar published by the Employer annually, and, if applicable, by the school term for the school to which the Unit Member is assigned.

8.1.4 The schedule of work hours and work days shall be determined by the requirements of the Unit Member's assignment as approved by the Employer or his/her designee.

8.1.5 A Unit Member, whose regular assigned work hours are less than the maximums specified in Subsection 8.1.1 of Article 8, required to work thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive work days shall have his/her assignment changed to reflect the longer hours.

## **8.2 OVERTIME**

8.2.1 A Unit Member shall be compensated with pay or compensatory time-off for time worked beyond the Unit Member's regular assignment pursuant to the following:

8.2.1.1 A Unit Member assigned to work eight (8) hours per day, five (5) days per week shall receive overtime compensation for the hours worked in excess of eight (8) hours per day and forty (40) hours per week.

8.2.1.2 A Unit Member assigned to work less than eight (8) hours per day, but seven (7) or more hours per day, shall receive overtime compensation for the hours worked in excess of the established work day and the established work week.

8.2.1.3 A Unit Member assigned to work less than seven (7) hours per day but four (4) or more hours per day shall receive overtime compensation for any hours worked on the sixth and seventh days of the week and for any hours in excess of forty (40) hours per week.

8.2.1.4 A Unit Member working ten-hours per day, four (4) days per week shall not be eligible for overtime unless the Unit Member works in excess of ten (10) hours per day or forty (40) hours per week.

8.2.2 Authorized overtime shall be compensated at the rate of one and one-half (1 & ½) times the Unit Member's hourly rate of pay or at one and one-half (1 & ½) hours of compensatory time for each hour of overtime worked. Fractions of an hour of overtime shall be rounded up to the nearest half-hour.

8.2.3 The assignment of overtime is at the sole discretion of the Employer, or his/her designee.

8.2.4 A Unit Member shall not work overtime without prior authorization unless in an emergency.

8.2.5 A Unit Member shall be notified in advance of working overtime whether the compensation will be in pay or compensatory time.

8.2.5.1 The Unit Member will not be required to perform overtime service when such overtime would create an undue hardship. If overtime hours are declined by all employees, then the hours shall be assigned on a rotational basis in the reverse order of seniority.

8.2.6 A Unit Member shall be compensated for authorized overtime as follows:

8.2.6.1 Paid compensation shall be on the next appropriate pay cycle.

8.2.6.2 Accrued compensatory time shall be expended within four (4) months of the month in which it is accrued. Any accrued compensatory time which remains unexpended after four (4) months or any accrued compensatory time in excess of thirty-two (32) hours shall be paid to the Unit Member on the appropriate pay cycle.

8.2.6.3 Providing the conditions set forth in 8.2.6.2 above are adhered to the time off for accrued compensatory time shall be by prior mutual agreement of the Unit Member and the Employer, or his/her designee. If

the conditions of 8.2.6.2 cannot be met by prior mutual agreement the overtime shall be compensated with pay.

- 8.2.7 A Unit Member called in to work on a day the Unit Member is not scheduled to work or a Unit Member called in to work after the completion of the Unit Member's regular assigned work day the Unit Member has departed from the work site shall be compensated with a minimum of two (2) hours of overtime irrespective of the number of hours actually worked.

### **8.3 LUNCH AND REST BREAKS**

- 8.3.1 A Unit Member whose work day consists of six (6) hours or more shall have a duty-free unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes per day. A six (6) hour instructional-setting Unit Member who does not receive a fifteen (15) minute break due to program needs, may, when pre-approved by their immediate supervisor, add fifteen (15) minutes to their lunch break. The duration of the lunch break shall be determined by the Employer, or his/her designee, based on the Unit Member's assignment. When applicable, said lunch period shall be assigned by the Unit Member's Department Head at approximately halfway through the Unit Member's assigned work day.
- 8.3.2 A Unit Member may, with the approval of his/her Department Head, vary the assigned lunch break from time-to-time or on a permanent basis.
- 8.3.3 A Unit Member authorized or in an emergency required to work in lieu of a lunch break shall be compensated in accordance with Section 8.2 of this Article.
- 8.3.4 A Unit Member shall be granted a rest period not to exceed fifteen (15) minutes for each four (4) hours of work during a normal work day. The time of and location for the rest break shall be as specified by the Unit Member's Department Head, or his/her designee.

### **8.4 SHIFT DIFFERENTIAL**

- 8.4.1 A Unit Member assigned to work for two (2) or more hours, not including overtime, for five (5) or more consecutive days, between the hours of 6:00 p.m.

and 6:00 a.m. shall be compensated at the rate of seven percent (7%) of his/her regular hourly rate for each hour worked during the hours specified herein.

8.4.2 A Unit Member whose regular assignment is a combination of work days between 6:00 a.m. and 6:00 p.m.; or work day between 6:00 p.m. and 6:00 a.m.; or work days with all or part of the regular work day between 6:00 p.m. and 6:00 a.m. shall receive the differential compensation for the hours worked between 6:00 p.m. and 6:00 a.m.

8.4.3 A Unit Member having a regular, continuing assignment to work two (2) or more hours between 6:00 p.m. and 6:00 a.m. shall, if temporarily assigned (for twenty (20) days or less) to work the regular work day between 6:00 a.m. and 6:00 p.m. continue to receive the shift differential during said temporary assignment.

8.4.4 A Unit Member with an assignment as specified in Subsection 8.4.3 shall continue to receive shift differential while on paid leave.

#### **8.5 COMPENSATION SCHEDULES FOR 10 AND 11 MONTH UNIT MEMBERS**

8.5.1 A 10-month Unit Member shall receive then (10) months paid (September through June) and two (2) months deferred (the following July and August), unless otherwise specified.

An 11-month Unit Member shall receive eleven (11) months paid (August through June) and one (1) month deferred (the following July), unless otherwise specified.

8.5.2 To accomplish the payment equity defined in Subsection 8.5.1 above, it may be necessary to over-compensate a given Unit Member for a given month to the extent that parity can be achieved. Should a Unit Member terminate his/her service with the Employer prior to providing service equal to compensation received, said Unit Member shall be liable for repayment to the Employer for the difference between compensation and service provided on a per-diem basis.

8.5.3 A Unit Member assigned to a position applicable to this Agreement who is reassigned to a position with a different schedule shall have his/her remaining pay periods recalculated into approximately equal parts for the remainder of the fiscal year, as defined above.

8.5.4 A Unit Member shall be compensated for paid holidays as specified in Appendix D.

8.5.5 A Unit Member shall accrue leaves in accordance with the applicable sections of Article 9, Leaves and Absences from Duty.

## ARTICLE 9

### LEAVES AND ABSENCES FROM DUTY PROVISIONS

#### **9.0 LEAVES AND ABSENCES FROM DUTY PROVISIONS**

##### **9.1 GENERAL**

The Employer may grant Unit Members leaves of absence, with or without pay, subject to the provisions contained herein.

9.1.1 Leave benefits are the sole leave benefits which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly, into this Agreement.

##### **9.2 VACATION**

9.2.1 Each Unit Member shall be entitled to an annual vacation at the regular rate of pay and advanced effective July 1 of each year.

9.2.2 A Unit Member in a paid status full-time, which for purposes of this Article is defined as eight (8) hours per day, five (5) days per week, or ten (10) hours per day, four (4) days per week, each week of a calendar month, twelve (12) months per year, not including overtime, shall be entitled to accrue vacation time according to the following formula.

9.2.2.1 From the date of hire, except as specified in Subsection 9.2.4 of this Article, until the anniversary date of the Unit Member's fifth complete year of service, vacation time shall accrue at the rate of 1.33 days per calendar month, not to exceed sixteen (16) days per fiscal year.

9.2.2.2 From the date of hire of the Unit Member's fifth complete year of service to the date of hire of the tenth complete year of service, vacation time shall accrue at the rate of 1.41 days per calendar month, not to exceed seventeen (17) days per fiscal year.

9.2.2.3 From the date of hire of the Unit Member's tenth complete year of service to the date of hire of the fifteenth complete year of service,

vacation time shall accrue at the rate of 1.58 days per calendar month, not to exceed nineteen (19) days per fiscal year.

9.2.2.4 From the date of hire of the Unit Member's fifteenth complete year of service forward, vacation time shall accrue at the rate of 2.0 days per calendar month, not to exceed twenty-four (24) days per fiscal year.

9.2.2.5 For purposes of calculating accrued vacation time, a calendar month shall be each calendar month or major percentage (51%) thereof.

9.2.3 A Unit Member engaged in continuous paid service, which is less than that specified in Subsection 9.2.2, shall be entitled to vacation time in direct proportion as such part-time employment, but not less than .03846 for each hour of regular paid status, not including overtime.

9.2.4 Vacation time shall be deemed a vested right but may not be utilized until the Unit Member has completed an initial six (6) calendar months of paid service.

9.2.5 A Unit Member may take his/her vacation at any time upon following the prescribed procedure and with the written approval of the appropriate administrator. Denial of a vacation request shall be based on legitimate business need. Vacation may be taken in one-half (1/2) hour (30 minute) increments only. If two or more Unit Members with the same job classification who are employed in the same department request vacation time with coincidental dates, the Unit Member having greater employment seniority shall be given first consideration, provided none of the Unit Members have received approval.

9.2.6 Each Unit Member shall be responsible for monitoring his/her own vacation balance. A Unit Member with accrued vacation time which is unused in the fiscal year it was accrued may carry unused vacation time forward to the next fiscal year, except as provided for in Section 9.2.10. The Unit Member shall work collaboratively with their Department Head or designee to schedule vacation that will prevent exceeding the maximum accumulation. The maximum accumulation is the sum of the carry over plus the following year's accrual. Unit Members who may exceed the maximum accrual allowed during the next fiscal year will be provided opportunity to use earned vacation leave. If a Unit Member request is

denied, the Unit Member shall be paid for the excess vacation time on or about the end of the second fiscal year at his/her then regular rate of pay.

- 9.2.7 One (1) additional day of vacation shall be granted each Unit member (full- or part-time) for his/her birthday and shall be accrued and used the same as any other vacation time to which said Unit Member is entitled.
- 9.2.8 Unit Members using more vacation time than actually accrued and terminating prior to accruing said vacation time shall have the difference between used and accrued deducted from his/her pay at termination time. The deduction shall be at the rate of pay in force as of the date of termination. Unit Members must first execute a payroll deduction authorization form signifying their agreement that any overuse of vacation will be deducted from the Unit Member's final payroll check in accordance with applicable law.
- 9.2.9 A Unit Member about to resign, retire, take military leave (other than temporary military leave) not exceeding six months, or to be laid off through no fault of the Unit Member, and who has accrued vacation time may, with the permission of the Employer, take vacation time, not to exceed thirty (30) working days, prior to the effective date of said termination, retirement, or military leave, or take a lump sum payment, at the Unit Member's then current pay rate, in lieu of vacation off.
- 9.2.10 A Unit Member regularly assigned to perform duties in an instructional setting shall have his/her vacation time accrued on a monthly (fiscal year) basis and accrued vacation time shall be paid to the Unit Member in the regular monthly payroll. Payment shall be based on the hours of accrued vacation time multiplied by the Unit Member's then current hourly rate.

### **9.3 ANNUAL MODIFIED OFFICE CLOSURE**

- 9.3.1 The Annual Modified Office Closure will consist of three paid Christmas/New Year's holidays and a maximum of five (5) vacation days schedule on either side of these holidays to best meet client and County Office needs.
- 9.3.2 All bargaining Unit Member's located in an office setting such as, but not limited to, 1111 Van Ness, Towers site, and any office settings at other sites, unless



notified by their supervisor to the contrary, will be required to be off during the shutdown period.

9.3.3 As noted above, there may be a few individuals who will be required to work specific days in order that necessary functions, such as payroll, are performed. Employees who are required to work during this period will be scheduled by their supervisors as soon as the specific need is known.

9.3.4 When a calendar year increases by an additional day ("Leap Year"), creating an additional work day, the Annual Modified Office Closure will be increased by one (1) paid vacation day for all eligible full-time 12-month Classified Bargaining Unit Members. The additional paid vacation day shall be designated by the Employer. (Example: Unit Member who works eight (8) hours per day will be granted an additional eight (8) hours of paid vacation.)

#### 9.4 **SICK LEAVE**

9.4.1 Each Unit Member working full-time, as defined in Subsection 9.2.2 of this Article, shall be entitled to ninety-six (96) hours of leave of absence for illness or injury for each fiscal year of service, exclusive of any day Unit Member is not required to render service to the Employer. The Unit Member's pay for such absence shall be the same as if the Unit Member had served.

9.4.2 A Unit Member employed less than full-time shall be entitled to that proration of ninety-six (96) hours sick leave as such part-time employment, not including overtime, bears to full-time employment.

9.4.3 A new Unit Member shall be credited with one (1) day of sick leave for the first month of employment if the Unit Member was in a paid status prior to the fifteenth (15<sup>th</sup>) day of the month.

9.4.4 Sick leave may be used in one half (1/2) hour (30 minute) increments only, starting from the time the Unit Member fails to appear for service at his/her regular time or leaves his/her assigned place of service, exclusive of time outside the Unit Member's regular work day and lunch period.

- 9.4.5 Unused sick leave shall accumulate year-to-year. A Unit Member whose attendance record reflects "Leave without Pay," or partial leave docks and a possible pattern of abuse, as deemed by Administration, shall be subject to disciplinary action, up to and including termination and/or disqualification of supplemental assignments. Supplemental assignments include, but are not limited to, Extended School Year, and Summer Sessions. Potential patterns of abuse include, but are not limited to, Monday/Friday absences, absences that extend vacation or holiday periods, multiple, intermittent absences not traceable to a serious health condition or disability, excessive partial absences, and routine failure to work a full week as evidenced by excessive payroll docks that create an undue hardship on the department/program and/or have a negative impact on service delivery.
- 9.4.6 The Employer or its administrative designee may require a Unit member to provide proof of illness or injury, in the manner specified by the Employer, or his/her designee, when, in the opinion of the Employer or his/her designee, such proof is warranted. If verification of illness or injury requires the services of a doctor, which the Unit Member would not otherwise have required, the Employer, or his/her designee, may designate the doctor and the Employer shall be liable for only the service fee necessary to procure the required verification. If the Unit Member has already made an appointment with, or is under the care of a doctor relating to the illness for which verification is requested, the Employer shall incur no liability. If the Unit Member is in a total or partial dock status and the Employer or his/her designee requests medical certification of illness or injury, it shall be the expense of the Employee. Any such proof of illness or injury shall not discriminate against evidence of treatment and need thereof by the practice of the religion of any well-recognized religious sect, denomination, or organization. Failure to provide the required proof may, at the discretion of the Employer, or his/her designee, subject the Unit Member to having the period of absence deducted from his/her salary.
- 9.4.7 When a Unit Member has exhausted his/her sick leave and is absent due to illness or injury for a period of five (5) consecutive days the Unit member would have

been on duty, the Unit member shall be eligible for differential leave, retroactive to the first day of the five day waiting period.

9.4.7.1 Differential leave shall be paid at not less than one-half (1/2) of Unit Member's hourly rate of pay.

9.4.7.2 Differential leave shall be for a maximum of one hundred (100) duty days. A Unit Member on differential leave which extends into a new fiscal year shall be eligible only for the unexpended days of the initial differential leave for the same illness or injury.

9.4.7.3 A Unit Member eligible for differential leave may, with the approval of the Employer, use accrued vacation time between the expiration of sick leave and the beginning of differential leave.

9.4.7.4 A Unit Member who has expended his/her accrued sick leave and is not eligible for differential leave shall be charged with leave without pay for each hour or fraction thereof the Unit member is absent.

9.4.8 A Unit Member shall not, upon termination, be eligible for cash payment or compensatory time for accrued, unused sick leave. A retiring Unit member may be credited with unused sick leave according to the appropriate retirement system rules then in effect.

9.4.9 Unit Members using more sick leave than actually accrued and terminating prior to accruing sick leave time shall have the difference between used and accrued leave deducted from his/her pay at termination time. The deduction shall be the rate of pay in force as of the date of termination.

9.4.10 Any Unit Member who is in attendance each and every working day of an entire fiscal year, other than leave attributable to bereavement, jury duty, approved CSEA release time and/or vacation, shall be entitled to a paid day off referred to as "Attendance Day." Attendance Day shall be taken during the succeeding fiscal year or it will be forfeited.

## **9.5 SICK LEAVE (OTHER)**

- 9.5.1 A Unit Member who has exhausted all entitlement to sick leave, vacation and other available paid leaves of absence and is still unable to return to work due to non-industrial accident or illness may, upon application by the Unit Member and approval of the Employer, be granted additional Other Sick Leave without pay, for a period not to exceed six (6) months.
- 9.5.2 Any Unit Member granted Other Sick Leave shall return to duty as soon as said Unit Member is capable of assuming the duties of his/her classification. Failure to do so may subject the Unit Member to disciplinary action.
- 9.5.3 The Employer may, at the time the request for Other Sick Leave is submitted and/or from time to time thereafter during the Unit Member's absence, require certification of the Unit Member's inability to perform his/her duties from a licensed doctor. Any such proof of illness or injury shall not discriminate against evidence of treatment and need thereof by the practice of the religion of any well-recognized religious sect, denomination or organization. Failure to provide the request certification may result in the Employer denying or terminating the Other Sick Leave benefits.

## **9.6 CATASTROPHIC LEAVE**

- 9.6.1 The Bargaining Unit may provide information to the Superintendent to assist a Unit Member in their request for approval to allow donations of accrued vacation or sick leave to be used towards Catastrophic Leave for Unit Member's long term illness or injury. For purposes of this section, "catastrophic" means an illness or injury that is expected to incapacitate the Unit Member for an extended period of time and whose personal illness or injury prevents them from performing the necessary functions of their job for a period of time that extends beyond all other leave available to the Unit Member.
- 9.6.2 Upon approval, it is the responsibility of the Unit member who is contributing leave to fill out the Employer generated "Sick Leave Donation Form" to initiate this action and deliver the form to the Human Resources Department. The

Employer will then transfer the number of days authorized to the Unit Member in need.

9.6.3 Transferred days from a Unit Member are lost to Unit member whether the days are used or not by the receiving Unit Member.

9.6.4 A Unit Member cannot contribute catastrophic leave while in probationary status.

9.6.5 In no case shall such leave extend beyond sixty (60) days of paid leave.

## **9.7 PERSONAL NECESSITY LEAVE**

9.7.1 Any days of sick leave, earned during the current fiscal year, (maximum sick leave earned by Unit Member in one (1) fiscal year only) may, upon written approval of the Employer, or his/her designee, be used in one-half hour (30 minute) increments by a Unit Member for Personal Necessity leave when the personal necessity is one of the following:

9.7.1.1 Death of a member of the Unit Member's Immediate Family, as defined in Section 9.11, Bereavement Leave, when additional leave is requested beyond that provided for in Section 9.11 or when deceased is not an immediate family member.

9.7.1.2 Accident involving the Unit Member's person or property, or the person or property of the Unit Member's immediate family.

9.7.1.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction, except as provided for in 9.12.

9.7.1.4 Attend school activities defined as follows: any activity that is sponsored, supervised, or approved by the school (e.g. parent conferences, open house, school orientation and/or meeting called by the school).

9.7.1.5 Any other genuine emergency in the Unit Member's personal life, or any pressing personal business that cannot reasonably be conducted after the Unit Member's normal working hours.

9.7.1.6 Providing the Unit Member has sufficient unexpended Personal Necessity Leave, up to two working days of said Personal Necessity Leave may be used annually in the confidential manner, i.e., the reason for requesting Personal Necessity Leave will be stated as “confidential.” Requests for Personal Necessity Confidential Leave shall not be less than one-half hour (30 minutes) increments.

## **9.8 PERSONAL LEAVE ABSENCE**

9.8.1 A Unit Member may be eligible for Personal Leave of Absence for a period which may not exceed one (1) year upon written application by the Unit Member, recommendation of the Unit member’s appropriate Administrator, and approval of the Employer, subject to the following:

9.8.1.1 The leave of absence will be without pay. A Unit Member on leave of absence under Personal Leave of Absence in excess of thirty (30) calendar days shall not, from the date the leave starts, accrue seniority, step increases, sick leave, or other fringe benefits granted to regular Unit Members.

9.8.1.2. A Unit Member must submit a request for Personal Leave of Absence sufficiently in advance to provide a reasonable opportunity to find a substitute employee for the duration of the Unit Member’s leave of absence, if required.

9.8.1.3 Failure by the Unit Member on a Personal Leave of Absence to return to duty at the expiration of the approved leave period shall be considered abandonment of the position and the Unit Member shall be terminated for cause.

9.8.1.4 A Unit Member desiring to return to duty prior to the expiration of the approved leave period shall provide the Employer with a written request to return, specifying the date of availability. Upon receipt of the request to return, and the approval of the Employer, the Unit Member shall be placed in a vacant position in the job classification of the Unit Member’s previous assignment.

## **9.9 FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)**

9.9.1 Employees who have completed one (1) year consisting of at least 1,250 hours of service are eligible for Family Leave.

9.9.2 Family Leave is unpaid leave. For Unit Members on family leave, the County Office will maintain the Unit Member's health and welfare coverage under the group health and welfare plans, up to the legally required term. The County Office contribution for the health and welfare plans will be the same contribution that is made for Unit Members not on leave. However, should the Unit Member fail to return from the family leave, the cost of all health and welfare benefits will be reimbursed by the Unit Member to the Employer. The Employer may withhold any monies owed the Unit Member to satisfy the cost of health and welfare benefits owed to the Employer because of the Unit Member's failure to return to work at the end of a family leave.

### **9.9.3 REASONS FOR TAKING FAMILY LEAVE**

- a) Care for the Unit Member's child after birth, or placement for adoption or foster care.
- b) Care for the Unit Member's spouse, son or daughter, or parent, who has a serious health condition.
- c) Due to the Unit Member's own serious health condition that makes the Unit Member unable to perform the essential functions of his/her position.
- d) Because of any qualifying exigency arising out of the fact that the Unit Member's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty).
- e) To care for a covered service member with a serious injury or illness if the Unit Member is the spouse, child, parent, or next of kin, as defined, of the service member.

#### **9.9.4 PROCEDURES FOR OBTAINING FAMILY LEAVE**

- a) The Unit Member ordinarily must provide thirty (30) days advance leave notice when the need for leave is foreseeable. Requests for family leave must be made in writing. Leave may be denied if requirements are not met.
- b) The Unit Member must provide the Employer with medical certification documenting the need for FMLA/CFRA leave.
- c) Length of leave may not exceed twelve (12) calendar weeks and will run concurrently with Paid Sick Leave, Paid Differential Sick Leave and Paid Industrial Illness and Accident Leave when the leave is due to the Unit Member's own serious health condition. However, CFRA leave will not run concurrently with Pregnancy Disability Leave.
- d) Upon completion of FMLA/CFRA leave, Unit Member's will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

#### **9.10 PREGNANCY DISABILITY LEAVE**

- 9.10.1 A female Unit Member shall be entitled to the leave provisions of Section 9.8, Personal Leave of Absence, with the submission of written verification of pregnancy by a licensed physician or licensed medical facility.
- 9.10.2 Pregnancy leave shall become effective upon the Unit Member's request and the Employer's approval. Said leave may include a reasonable period following termination of the pregnancy.
- 9.10.3 A Unit Member may return to work the first regular Working Day following submission to the Employer of a certificate from the attending physician that the Unit Member is capable of resuming the duties of her position.
- 9.10.4 A pregnant Unit Member may elect to use part or all of said Unit Member's accumulated leaves pursuant to the provisions of Sections 9.2, Vacation and/or 9.4 Sick Leave, of this Article prior to leave under the provisions of Section 9.8, Personal Leave.



9.10.5 A pregnant Unit Member whose medical condition would render the Unit Member unable to perform her duties, irrespective of the pregnancy, shall be eligible for the provisions of Section 9.3, Sick Leave, solely for the period of disability regardless of whether the Unit Member has already begun a pregnancy leave pursuant to the provisions of Section 9.10.1, Pregnancy Leave, or not.

9.10.6 Pregnancy disability leave shall not exceed four (4) months.

**9.11 BEREAVEMENT LEAVE**

9.11.1 Upon request, a Unit Member shall be granted Bereavement Leave for the death of the Unit Member's immediate family.

9.11.2 As per California Education Code 45194, members of the immediate family, as used in this section, means the mother, mother-in-law, father, father-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Unit Member, step or foster relation of the Unit Member or any relative living in the immediate household of the Unit Member.

9.11.3 Every person employed in the classified service of any school district shall be granted necessary leave of absence, not to exceed four days, or five days if out-of-state travel is required, on account of the death of any member of his immediate family. No deduction shall be made from the salary of such Unit Member nor shall such leave be deducted from leave granted by other sections of this Code.

A Unit Member may take Bereavement Leave in one-day increments, not to exceed four working days or five working days if out-of-state travel is required for any one bereavement occasion. The one-day increments of Bereavement Leave need not be consecutive, but must be taken within thirty (30) calendar days of the first request for Bereavement Leave.

9.11.4 Every Unit Member shall be entitled to one (1) day leave of absence on account of the death of a brother-in-law or sister-in-law. No deduction shall be made from

the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the Education Code.

- 9.11.5 When additional time is requested after Bereavement Leave has been exhausted or when the deceased is not an immediate family member, then Personal Necessity may be used.

**9.12 COURT APPEARANCES**

- 9.12.1 A Unit Member shall be paid when summoned to jury duty, while making a court appearance related to his/her employment with Fresno County Office of Education, or when requested to make a material contribution (either as a witness or to file a formal deposition) to a criminal case. When summoned for jury duty, any compensation, other than mileage, meals, and parking, received for such jury duty shall be endorsed over to the Employer. A Unit Member whose regular work shift commences at 4:00pm or later shall be relieved of duty with pay for any night in which the Unit Member was required to be in court six (6) or more hours during the day.

**9.13 MILITARY LEAVE**

- 9.13.1 Military service leave shall be granted in accordance with Federal and State law upon written request to the Employer from the Unit Member involved. If a Unit Member enters the military service of the United States, he/she shall be given an indefinite leave of absence. He/she shall retain all rights of employment, and time spent in the military service shall be considered in computing years of service.
- 9.13.2 In the event a Unit Member enters the military service of the United States, the vacant position(s) and any position(s) created in the class of positions shall be deemed duration positions. Any person subsequently appointed to the class will be considered to have less credit for years of service than the Unit Member who left the position to enter military service. In the event a layoff is necessary, persons appointed to duration positions will be laid off first. A Unit Member returning from military service shall be reinstated in his/her former position or office provided application for reinstatement is made within six (6) months of

separation from service, and the Unit Member is physically and mentally able to perform the duties required of his/her position or office.

#### 9.14 **RETRAINING AND STUDY LEAVE**

9.14.1 The Employer recognizes the desirability of Unit Members to seek retraining and study to improve the effectiveness of a Unit Member in his/her present position and/or to prepare him/her for advancement. To this end, a Unit Member is encouraged to take advantage of educational opportunities which are in the best interests of both the Unit Member and the Employer.

9.14.1.1 **Study Hours** A Unit Member desiring to enroll in formal instruction at an accredited institution may do so on his/her own time and at his/her own expense. If the course offerings for such studies will require an adjustment to the Unit Member's regular work hours, the Employer encourages the adjustment of the Unit Member's work schedule when such adjustment will not reduce the effectiveness and efficiency of the Unit Member's work assignment. The Employer, or his/her designee, may require proof of enrollment to make an adjustment to a Unit Member's work schedule.

9.14.2 **In-Service Training** A permanent Unit Member may, upon application, concurrence of the Unit Member's Department Head/Administrator, and approval of the Employer or his/her designee, attend courses of study of approved academic institutes and such other training programs as are designed to upgrade the classified service, and retrain a Unit Member who may otherwise be subject to a limitation of opportunities or layoff due to technological changes.

9.14.2.1 A Unit Member approved to attend training sessions during normal working hours shall be provided training leave at the Unit Member's normal rate of pay.

9.14.2.2 **Study Leave** A Unit Member desiring to attend training sessions without the approval of the Employer may do so on his/her own time at his/her own expense. If said training session requires the Unit Member to be absent from duty during normal working hours, including travel to and

from the training session, the Unit Member shall submit a vacation request and receive approval.

9.14.2.3 A Unit Member attending an approved training session requiring travel outside the greater city of Fresno area and/or involving lodging and meals shall be reimbursed according to the then current travel and per diem policies of the Fresno County Superintendent of Schools.

9.14.2.4 Training sessions involving tuition or other entry fees shall be paid in advance, when practical, by submission of a purchase requisition. If a Unit Member pays the approved fee(s), the Unit Member will be reimbursed upon submission of the approved travel expense form.

9.14.2.5 Failure of a Unit Member to comply with the requirements of this Retraining and Study Leave section or to attend and satisfactorily complete an approved retraining session, may, at the option of the Employer, be denied reimbursement, subject to disciplinary action, or both.

#### **9.15 INDUSTRIAL ILLNESS AND ACCIDENT LEAVE**

9.15.1 A Unit Member shall be granted leave with pay, for a period not to exceed sixty (60) working days, in any fiscal year, for the same illness or accident resulting from or out of employment with the Employer.

9.15.1.1 A “working day” is defined as any portion of a Unit Member’s assigned work day.

9.15.2 As required by the Family Medical Leave Act (FMLA) of 1993, Unit Member’s on Paid Industrial Illness or Accident Leave (PIIOAL) will be notified at the beginning of PIIOAL that the twelve (12) weeks of PIIOAL will be counted against the FMLA leave entitlement noted in Article 9, Section 9.9.4(c).

9.15.3 PIIOAL shall not be a vested right of the Unit Member until the Unit Member has completed one (1) complete, consecutive year of active service with the Employer.

- 9.15.4 Such leave shall not accumulate from year to year. When an industrial accident or illness occurs at a time when the sixty (60) working days leave will overlap into the next fiscal year, the Unit Member shall be entitled to only the amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or accident.
- 9.15.5 Payment by the Fresno County Superintendent of Schools for wages lost on any day shall not, when added to an award granted the Unit Member under Workers' Compensation Law, exceed the Unit Member's normal wage for the day.
- 9.15.6 Leave under this Section shall commence on the first day of absence and will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- 9.15.7 Leave under this Section shall be used in lieu of entitlement acquired under Section 9.4, Sick Leave. When leave under this Section has been exhausted, entitlement sick leave, vacation, compensated time-off and differential sick leave shall be used.
- 9.15.8 During all paid leaves of absence, whether under this Section, sick leave, vacation, compensated time-off or other available leave, the Unit Member shall endorse to the Fresno County Superintendent of Schools wage loss benefit checks received under Workers' Compensation Laws. The Fresno County Superintendent of Schools shall, in turn, issue the Unit Member appropriate warrants for payment of wages and shall deduct normal retirement and other authorized contributions.
- 9.15.9 When all available leaves of absences, paid and unpaid, have been exhausted, if the Unit Member is not medically able to assume the duties of the Unit Member's position, the Unit Member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the 39-month period, the Unit Member shall be employed in a vacant position in the class of the Unit Member's previous assignment over other available candidates except for a layoff re-employment list established because of a lack of work or lack of funds, in which case the Unit Member shall be listed

in accordance with the appropriate seniority rankings relative to other persons in like class on the re-employment list.

9.15.10 A Unit Member placed on the re-employment list who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

#### 9.16 **HOLIDAYS**

9.16.1 Each Unit Member shall be entitled to the paid holidays shown in Appendix D herein, provided the Unit Member is in a paid status during any portion of the working day immediately preceding or the working day immediately succeeding the holiday, except as provided in Subsection 9.16.2 of this Article.

9.16.2 A regular Unit Member not normally assigned to duty during the holidays of December 24 (Christmas Eve), December 25 (Christmas Day), and January 1 (New Year's Day) shall be paid for those three (3) holidays provided that the Unit Member was in a paid status during any portion of the working day of his/her normal assignment immediately preceding or succeeding the holiday period.

9.16.3 When a specified holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a specific holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

9.16.4 When a Unit Member has a work week which includes working Saturday, Sunday, or both as part of the Unit Member's regular work week and a holiday or day designated as a day off in lieu of the observed holiday occurs on a day the Unit Member has a day outside the Unit Member's normal work week, the Unit Member shall be given a working day off, as specified by the Employer, or his/her designee, or be considered to have worked on a holiday.

9.16.5 If a holiday is not required to be on a certain date by law and does not meet the provisions of 9.16.3 or 9.16.4, the Employer or his/her designee and the Association shall meet and negotiate the holiday schedule for the holiday(s) prior to the date the Employer has a statutory requirement to publish the annual

calendar. Agreed to holidays shall be shown in Appendix D, attached hereto, and by this reference, incorporated herein as a part of this Article.

9.16.5.1 A Unit Member may, due to his/her assignment, be required to substitute another holiday for a holiday specified in Appendix D. This shall be determined by the adopted calendar of the program and/or school district to which the Unit Member is assigned.

9.16.5.2 When, due to differences in the Employer's holiday schedule and those of the districts served by the Employer, it is necessary for some or all of the Employer's office to be open for business on the designated and alternate holiday dates, the Employer and Association agree as follows:

9.16.5.2.1 These provisions will not be applicable to Unit members with assignments as specified in 9.16.5.1.

9.16.5.2.2 The Employer shall not designate an alternate day(s) for the published holiday until the Association has had a chance to meet, confer, and submit the Association's recommendations to the Employer or his/her designee.

9.16.5.2.3 Each department or program shall allow each Unit Member to select which alternative the Unit Member prefers. The selection shall not be changed unless: (a) the minimum needs of the department or program cannot be met; or (b) two or more Unit Members performing substantially the same duties at the same work site elect the same day, in which case the selection shall be by employment seniority.

9.16.6 A Unit Member shall be granted, in addition, every holiday provided for in subdivision (a) (12) of Education Code Section 37220 for a public fast, thanksgiving or holiday, or any day declared a holiday under Section 1318 for classified employees.

## **ARTICLE 10**

### **PROCEDURES FOR EVALUATIONS OF PERFORMANCE**

#### **10.0 PROCEDURES FOR EVALUATIONS OF PERFORMANCE**

##### **10.1 PURPOSE OF EVALUATION**

10.1.1 It is recognized that a system of evaluation is essential to assist Unit Members in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable decisions that measure a Unit Member's performance in a just and equitable manner.

10.1.2 The evaluation procedure is a cooperative process designed to:

- a) Promote the achievement of goals and objectives of the County Office and its programs through the assessment and evaluation of the staff that perform within that program;
- b) Provide a formal method of recognizing staff achievement and growth;
- c) Identify abilities and specific indicators most critical to support job performance;
- d) Develop suggestions and direction regarding desired performance and improvement based on standards for like positions;
- e) Increase the employee's understanding of performance from the supervisor's viewpoint; and
- f) Provide a process of two-way communication to evaluate job performance.

##### **10.2 EVALUATION INSTRUMENT**

10.2.1 The evaluation shall be documented on the Employer generated evaluation form.

##### **10.3 FREQUENCY**

###### **10.3.1 Probationary Evaluatees**

10.3.1.1 A Probationary Unit Member shall be evaluated at about the end of the fourth, eighth, and eleventh calendar months of the probation period.



10.3.1.2 The Unit Member's eleventh month evaluation shall contain the Evaluator's recommendation concerning permanency and must be done within thirty (30) working days of the end of the probationary period.

10.3.1.3 A probationary period is one complete year, from the date of hire in a specific position.

**10.3.2 Permanent Evaluatees**

10.3.2.1 A Unit Member in a permanent status with less than two (2) years of service to the Employer shall be evaluated annually and no later than May 1 of the fiscal year the evaluation takes place.

10.3.2.2 A Unit Member in a permanent status with more than two (2) years of service to the Employer shall be evaluated every other year, as specified by the Employer; and no later than May 1 of the fiscal year the evaluation takes place.

**10.3.3 Other Frequency Provisions**

10.3.3.1 A Unit Member whether probationary or permanent may be evaluated at any other time as deemed necessary by the Evaluator.

10.3.3.2 If a Unit Member is scheduled to be evaluated during a particular fiscal/school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.

**10.4 NOTIFICATION**

10.4.1 A Unit Member shall be given notice of the time, date, and location of the evaluation conference at least three (3) working days in advance of the scheduled date. Unless otherwise mutually agreed to be the Unit Member and the Evaluator, the time of the conference shall be during normal office hours.

10.4.2 If, for any reason, the evaluation conference as originally scheduled cannot be held, the conference shall be rescheduled as soon as reasonably possible and the Unit Member so notified.

## **10.5 EVALUATION REQUIREMENTS**

10.5.1 The Unit Member's Evaluator shall be his/her Immediate Supervisor in the FCSS program.

10.5.2 The Evaluator's role to assist the Unit Member may include, but not be limited to the following:

- a) Specific recommendations for improvements;
- b) County Office of Education assistance to implement such recommendations; and
- c) Provision of available resources, without cost to the Unit Member, to be utilized to assist with improvements.

10.5.3 The Evaluator shall, at the time the evaluation conference commences, have the evaluation instrument completed (with the possible exception of specific recommendations(s) which may be mutually established if appropriate).

10.5.4 The Unit Member shall, at the beginning of the conference, have an opportunity to read his/her evaluation.

10.5.5 At the conclusion of the conference, the Unit Member and the Evaluator shall sign and date the evaluation form signifying only that the conference has taken place, not that the Unit Member concurs with the evaluation.

## **10.6 APPEAL OF EVALUATION**

10.6.1 If the Unit Member feels the evaluation is incorrect or inaccurate, the Unit Member may appeal as follows:

- a) The Unit Member shall have ten (10) working days from the date of the evaluation conference within which to file a written rebuttal with Human Resources and the Evaluator. The written rebuttal will be attached to the evaluation instrument for placement in the personnel file.
- b) Within the same ten (10) working day period, the Unit Member may request a three party conference (Unit Member, Evaluator, and next level Administrator). The completion of this conference ends the appeal process.

## 10.7 OTHER PROVISIONS

- 10.7.1 Either party may request the presence at the conference, or any part of the conference, of a superior to the Unit Member to be co-Evaluator when, in the opinion of either party, this can make a constructive contribution to the Evaluation process. Should either party request the presence of a co-Evaluator, at least two (2) days prior notice shall be given.
- 10.7.2 If the Unit Member has reasonable expectations that the purpose of the evaluation process is to establish a basis for the distinct possibility of future disciplinary action, the Unit Member may request the presence of a CSEA Representative as an observer at the evaluation conference. Should the Unit Member choose to have a CSEA Representative present he/she must notify the Evaluator at least two (2) days prior to the evaluation conference.
- 10.7.3 Said CSEA Representative shall not directly participate in the evaluation conference but may ask questions to clarify evaluation related points with which the CSEA Representative may not be familiar provided said questions are not disruptive and/or argumentative in nature.
- 10.7.4 If the CSEA Representative is a Unit Member, said Unit Member must secure release time from his/her supervisor sufficiently in advance to ensure each absence from duty will not interfere with the orderly functions of the County Office.
- 10.7.5 If, in the opinion of the Evaluator, the evaluation conference is not accomplishing the intent, the Evaluator may terminate the conference, sign the evaluation form, request the Unit Member signature and distribute the evaluation form as specified.
- 10.7.6 A negative evaluation during the probationary period may contribute in a Unit Member being denied permanent status.

## ARTICLE 11

### TRANSFERS, PROMOTIONS, VACANCIES AND LAYOFFS

#### 11.0 TRANSFERS, PROMOTIONS, VACANCIES AND LAYOFFS

##### 11.1 DEFINITIONS

11.1.1 For the purposes of this Article, the term “**vacancy**” shall be defined as an opening, which remains funded, resulting from the resignation, retirement, death, promotion or termination of an employee or the creation of a “new position.”

11.1.2 The term “**transfer**” shall mean a Unit Member is relocated from one position to a different position within the same job classification and the same range. A transfer may be Unit Member initiated or Employer initiated.

a) Voluntary Transfer – Initiated by either the Employee or the Employer with the consent of the Employee.

b) Involuntary Transfer – Initiated by the Employer without the consent of the Employee.

11.1.3 The term “**promotion**” shall apply to a situation where a Unit Member applies for, is selected for, and accepts a new or vacant classification with a range higher than the Unit member’s present range.

11.1.4 The term “**new position**” shall apply to any new position that has been deemed necessary, properly instituted into the unit, and which is funded and unfilled making it subject to Unit Member requests for Transfer and Promotion consideration.

##### 11.2 TRANSFER CRITERIA

11.2.1 Whenever a transfer is being considered, voluntary or involuntary, it will be reviewed and assessed by administration based on the following:

- a) When the Employer or his/her designee believes a transfer of a Unit Member to be in the operational interests of Fresno County Superintendent of Schools;
- b) Possession of the minimum qualifications required on the job description for the specific position to which the transfer is sought;
- c) Previous written evaluations and relationships with personnel and agencies;
- d) Employee attendance history; and
- e) Unit Member preference and seniority.

### **11.3 VOLUNTARY TRANSFERS**

- 11.3.1 Voluntary transfers will be given due consideration based exclusively on the legitimate educational needs of the office and shall not be denied arbitrarily, capriciously, or without a basis in educational need.
- 11.3.2 Unit Members may initiate their own transfer by submitting an Employer generated Transfer Request to the Human Resources Department.
- 11.3.3 A Transfer Request may be submitted in response to a particular opening posted in the County Office or for purposes of receiving consideration for vacancies as they occur.
- 11.3.4 A Transfer Request received shall be kept on file in the Human Resources Department until June 1 of each year.
- 11.3.5 Current employees who have applied and are qualified for a vacant position will be considered for the position prior to the employment of anyone outside the County Office.
- 11.3.6 A Unit Member may request a meeting with their supervisor and the Administrator of Human Resources or his/her designee should they not receive a requested voluntary transfer.

#### **11.4 INVOLUNTARY TRANSFERS**

11.4.1 Involuntary transfers shall be based exclusively on the legitimate educational needs of the office and shall not be made arbitrarily, capriciously, or without a basis in educational need.

11.4.2 Involuntary transfers shall be made for the following reasons:

- a) Operational necessity, balancing workload and the improvement of efficiency;
- b) Placement of personnel commencing or returning from leaves;
- c) Incompatibility and/or improvement of performance.

11.4.3 Involuntary transfers shall not occur with less than two (2) weeks' notice to the affected Unit Member. The affected Unit Member may request a conference with their supervisor and the Administrator of Human Resources or his/her designee to discuss the reason(s) for the involuntary transfer.

#### **11.5 PROMOTION CRITERIA**

11.5.1 Whenever a Unit Member has expressed interest in a promotional bargaining unit position by way of submitting an application and supplemental materials via the EDJOIN system, said Unit Member will be eligible for consideration based on the following:

- a) Possession of the minimum qualifications required on the job description for the specific position to which the promotion is sought;
- b) All requested application materials have been submitted by the deadline established in the job posting.
- c) Previous two (2) years' written evaluations for permanent employees or up to three (3) written evaluations for probationary employees are rated as "Making Satisfactory Progress Towards Standard" or above;
- d) Employee attendance history is not in dock status for the past two (2) consecutive fiscal years, as set forth in Article 9, Subsection 9.4.5; and
- e) Employee has not been subject to final disciplinary action or served with dismissal charges within thirty (30) working days of application deadline.

11.5.2 When a Unit Member has applied for a promotion and was not selected to fill the vacancy, the Unit Member may request to meet with a Human Resources designee to review the Unit Member's qualifications, potential methods of skills improvement and to discuss the reason(s) the Unit Member was not selected for the promotion. The designee shall not disclose confidential information by individual panel members or of other candidates.

#### **11.6 ANNOUNCEMENT OF VACANCIES**

11.6.1 All vacancy notices of classified bargaining Unit Member positions shall be distributed as follows:

11.6.1.1 Human Resources shall post all vacancy notices on EDJOIN. Such notices shall include qualifications for the open position.

11.6.1.2 Human Resources shall announce vacancy through the FCSS global email system and include a link to EDJOIN for said vacancy.

11.6.1.3 Any changes to posted vacancies shall be posted and distributed as specified in (11.6.1.1) and (11.6.1.2) herein above in a timely manner.

11.6.1.4 The closing date for accepting applications pursuant to a vacancy notice shall be not less than seven (7) working days following the initial date of posting.

11.6.1.5 All Unit Members meeting the job specifications as announced, who complete a transfer request, shall be considered for the position; however, the final selection shall be in the sole discretion of the Employer.

#### **11.7 LAYOFFS**

11.7.1 The Association shall be promptly provided with a copy of the formal action to reduce positions filled by Unit Members.

11.7.2 Unit Members shall be laid off and recalled according to seniority within the Unit Member's classification and all higher classifications held by the Unit Member.

- 11.7.2.1 Seniority within class shall be determined by the date the Unit Member was assigned to the class. Seniority in class and all higher classes shall be determined by the date of hire. A Unit Member shall have seniority rights to a lower classification only if the Unit Member previously held said lower classification or said lower class is a derivative of a classification held by the Unit Member while in the employment of the Employer.
- 11.7.2.2 Human Resources shall maintain a layoff list and unless recalled, a Unit Member laid off shall remain on said list for a period of thirty-nine (39) months.
- 11.7.2.3 If a Unit Member does not respond to a "Recall to Duty" request after two attempts, the Unit Member shall be removed from the thirty-nine (39) month re-employment list.
- 11.7.2.4 If a Unit Member is "Recalled to Duty" within thirty-nine (39) months of layoff, his/her status, seniority, vacation accrual rates, and longevity shall be reinstated as those in effect at the time of layoff.
- 11.7.2.5 If there is a tie for seniority, the Unit Member's social security numbers shall be used to break the ties(s). The Employer will list the numerals of each Unit Member's social security number; then reverse the last four numbers of their social security number; then add the two middle numerals of the Employee's social security number (between the hyphens), place the sum at the end of the four numerals listed above. The individual with the lowest total is designated as having the higher security.



**Example:**

512-61-7184	555-58-2941
4817	1492
$6 + 1 = 7$	$5 + 8 = 13$ ( <i>use only last numeral</i> )
48177	14923
Lower Seniority	Higher Seniority

11.7.3 A Unit Member eligible for health and welfare benefits who is laid off shall continue to have the Employer's portion of the premium(s) for said benefits paid by the Employer for a period of two (2) months from the month the benefits would otherwise expire.

**11.8 REDUCTIONS**

11.8.1 The Association shall be notified in advance of a Unit Member being given formal notification of a reduction of hours or a reduction of pay.

11.8.2 Upon receipt of said notice of intent to have a reduction in pay the Association may, within five (5) working days, make a written request and the parties shall meet and negotiate the decision and effects of the proposed reduction.

## ARTICLE 12

### PROFESSIONAL GROWTH

#### 12.0 PROFESSIONAL GROWTH

##### 12.1 VOLUNTARY PROFESSIONAL GROWTH PROGRAM FOR CLASSIFIED EMPLOYEES

**Introduction:** The Professional Growth Program for Classified Employees is designed to promote activities, which would assist the Classified Employee in acquiring the knowledge and skills needed to do his/her job well, to have an opportunity to reach the maximum level of their professional potential; to promote safe working practices and procedures; to provide the Employee with opportunities to learn better and more efficient ways to do the job; to stimulate the Employee to reach and maintain acceptable levels of productivity and job effectiveness; and to encourage the Employee to improve his/her relations with students, other Employees, and the public.

**Definition of the Professional Growth Program:** It is an organized program designed to give the Classified Employee incentive to improve skills, to encourage Employees to contribute more to the educational program of the schools, and to improve work performance.

##### 12.2 ELIGIBILITY OF EMPLOYEES FOR PARTICIPATING IN THE PROFESSIONAL GROWTH PROGRAM

- a) A Unit Member must be employed by the County Office in a full time classified position to be eligible to receive a Professional Growth Increment. For purposes of this Article, full time employment shall be defined as 180 duty days per year and six (6) hours per day for a total of 1080 hours per school year. Unit Members employed in positions as specified in Article 14 of this Agreement are not eligible to receive Professional Growth Increments.
- b) Eligible Employees are Classified Employees who have completed their probationary period.
- c) Units earned while on probationary status may be applied towards the first increment provided that the Employee has complied with the other Professional Growth regulations and attains permanent status.

- d) Any Employee who is on a Leave of Absence, with the exception of an approved Study Leave, will not be eligible to participate in the program until returned to active employment; nor will future credit be granted for courses taken during that leave.

### 12.3 PROFESSIONAL GROWTH CREDITS

Any course to be applied towards Professional Growth Credit must be pre-approved in advance by the Department Head and the Human Resources Administrator or designee. Only the following types of Professional Growth activities will be considered:

- a) University and College: all units or hours taken will be converted and recorded in semester units.
- b) Credit for classes in Adult School will be equated as follows:

Total Hours Required to Complete Course	Maximum Unexcused Absences Allowable	Adult Units
8 - 15	None	½
16 - 20	1	1
21 - 30	1	1-½
31 - 40	2	2
41 - 50	2	2-½
51 - or More	2	3

### 12.4 GUIDELINES

- a) An Employee must request participation in the Professional Growth Program by completing an approval form, attaching all necessary documentation, and submitting the form and necessary documents to their Department Head and the Administrator of Human Resources or designee prior to taking the course. The forms to be used in requesting pre-approval of Professional Growth Credit can be obtained from the Human Resources Office or Sharepoint.
- b) A passing grade of “C” or better is required for all courses and will be verified by official transcripts submitted to the Human Resources Department or by electronic transcripts, which must be submitted directly from the college/university to the Human Resources Department designee’s email address.

- c) All courses submitted for credit must be related to Employee's area of employment attended on personal time and paid for by the Employee.
- d) An eligible Employee shall not be allowed to participate in the Professional Growth Program for courses that have already been awarded Professional Growth Credit under this Article.
- e) No credit will be given for courses/units/degrees which are required for job continuance, by the Employee's job description, or as part of a competency review program.
- f) No credit will be given to an Employee for units earned prior to employment by FCSS.
- g) If units are earned in excess of those required for a Professional Growth Increment, they may be carried over for the succeeding increment.
- h) An Employee's Professional Growth Record, together with appropriate verification, will be kept on file in the Human Resources Department.

#### **12.5 APPLICATION TO RECEIVE CREDIT**

- a) The implementation of this program will permit eligible Employees meeting all requirements to receive credit for approved activities undertaken after July 1, 2014. It is the responsibility of the Employee to maintain his/her own file of transcripts or other certification of approved courses.
- b) All certification documents must be recorded with the Human Resources Department by September 1 of each school year. Awards shall be granted for the current school year for 10 month Unit Members, and shall be retroactive to August 1 for 11 month Unit Members and July 1 for 12 month Unit Members.

#### **12.6 INCREMENT PLAN**

A Professional Growth Increment shall be awarded upon successful completion and submission of approved units post-employment as indicated below and increase eligible Classified Employee's basic annual salary as follows:

▪ Increment 1: Fifteen (15) semester unit/adult units	\$100.00
▪ Increment 2: Thirty (30) semester unit/adult units	\$200.00
▪ Increment 3: Sixty (60) semester unit/adult units	\$300.00
▪ Increment 4: Ninety (90) semester unit/adult units	\$400.00

## **12.7 DEGREE RECOGNITION**

- a) Eligible Employees earning a Bachelor of Arts/Science degree post-employment shall be recognized for obtaining a degree from an accredited school, unless Employee's job description requires a degree, by being awarded additional pay of \$500.00 annually.
- b) When an eligible Unit Member possesses/obtains a Master of Arts/Science and/or a Doctorate Degree, then the Unit Member shall receive additional pay of \$600.00 for Master's and \$1,200.00 for a Doctorate.
- c) Eligible Employees shall not be entitled to additional pay for both Degree Recognition and Professional Growth Increments. Likewise, additional pay shall be awarded for only one (1) Bachelor's, Master's and/or Doctorate degree, regardless of how many degrees a Unit Member possesses.
- d) Once a degree is awarded, the Professional Growth Increment will cease.

## **12.8 REQUEST FOR REVIEW**

An Employee requesting to have a review of a Professional Growth request that has been rejected by their Department Head and the Administrator of Human Resources or designee, may submit his/her original request to the Superintendent for review.

The following is a list of the type of subject areas that may be considered appropriate for each classification:

- 1) General Education
  - a) Any courses included in a degree or certificate program directly related to an Employee's job classification as approved by their Department Head and the Administrator of Human Resources.
  - b) Any University, College, or Adult School course that is job related and aligns with an Employee's current job description, or possible future promotional position with the County Office, as approved by their Department Head and the Administrator of Human Resources.
- 2) Clerical Services (which includes secretaries, typist clerks, account clerks, duplication clerks, attendance clerks, computer programmers and operators, etc.).

- 3) Business Courses (all classes pertaining to typing, filing, office machines, record keeping and correspondence).
  - a) Calculators/Adding Machines
  - b) Business Correspondence
  - c) Advanced Typing
  - d) Introduction to Business
  - e) General Office Procedures
  - f) School District Business Practices
  - g) Introduction to Data Processing
  - h) Work Related Software Training
  - i) Purchasing
- 4) Accounting Procedures
  - a) Principles of Accounting
  - b) Financial Accounting
  - c) Managerial Accounting
  - d) Tax Accounting
  - e) Auditing
  - f) Inventory Control
- 5) Law
  - a) Business Law
  - b) Law in our Society
- 6) Library Science
  - a) Library Techniques/Processes
  - b) Introduction to Audio-Visual Procedures
- 7) Instructional and Community Services
  - a) Business courses (all classes pertaining to typing, filing, office machines, record keeping and correspondence).
  - b) Foreign language courses, Spanish and any other foreign language that would be applicable to assignment.
- 8) Paraeducators Certificate program offered by community colleges.
- 9) Operational Services (includes custodians, utility workers, grounds, maintenance workers, warehouse workers).

- 10) Agriculture
  - a) Pest Control
  - b) Soil Conditions
  - c) Weed Control
- 11) Chemicals
  - a) Entomology
  - b) Horticulture
- 12) Shops
  - a) Wood
  - b) Metal
  - c) Welding
  - d) Machine
  - e) Auto
  - f) Floor Covering
- 13) Fire Science
- 14) Management – Supervision Techniques
- 15) Unacceptable Courses
  - a) Personal Growth or Recreational
  - b) Meditation
  - c) Crafts
  - d) Dancing
  - e) Exercise Classes

## **ARTICLE 13**

### **SAFETY**

#### **13.0 SAFETY**

- 13.1 The Employer will provide a safe working environment for employees. The Employer will comply with the provisions of the California State Occupational Safety and Health Act (Cal/OSHA) regulations within the general industry and, where applicable, construction safety orders.
- 13.2 The Employer shall provide the necessary tools, equipment and training to permit bargaining Unit Members to perform their assigned duties in a safe manner.
- 13.3 Unit Members shall conform to and comply with all health, safety, and sanitation requirements imposed by state and federal law or regulations. Unit Members will not be required to work under unsafe conditions as identified by the Employer, or perform tasks that endanger their health or safety.
- 13.4 It is the responsibility of the Unit Member to utilize the Employer generated procedure(s) to report to his/her immediate supervisor(s) any condition(s) suspected of being unsafe. A copy of this report shall be immediately transmitted to the Illness and Injury Prevention Program (IIPP) Coordinator or his/her designee. The IIPP Coordinator or designee will investigate the condition and determine appropriate action.
- 13.5 No Unit Member shall be in any way discriminated against as a result of reporting any condition believed unsafe.
- 13.6 For purposes of safety and conducive working conditions, Unit Members are expected to maintain appropriate attire in relation to their work environment.



## **ARTICLE 14**

- A. AFTER SCHOOL PARTNERSHIP (ASP)/  
PARAEDUCATOR – MIGRANT EDUCATION PROGRAM (MEP)**
- B. LICENSED VOCATIONAL NURSE (LVN)**
- C. SPEECH INSTRUCTIONAL ASSISTANT**
- D. COUNSELING AND ACADEMIC TUTOR I (CAT I)**
- E. ASSISTANT – CHILD DEVELOPMENT CENTER**

### **14.0 COMPENSATION, PAYROLL, BENEFITS AND LEAVES OF ABSENCE**

#### **14.1 COMPENSATION AND PAYROLL**

- 14.1.1 Hours will be recorded on a monthly time sheet for the full calendar month.
- 14.1.2 A Unit Member will only be paid for hours worked on submitted time sheets.
- 14.1.3 Checks will be issued one month in arrears on the last working day of the month.
- 14.1.4 If there is an error in payroll, the error will be resolved on the next available payroll.

#### **14.2 BENEFITS AND LEAVES OF ABSENCE**

- 14.2.1 Designated positions shall receive the following statutory benefits as set forth in Article 9 of the CSEA Bargaining Unit Agreement titled "Leaves and Absences From Duty Provisions," with the exception of Vacation and Holidays, the value of which is included in the hourly rate of pay.
- 14.2.2 Paid Leaves shall include: Sick/Personal Necessity/Personal Necessity Confidential Leave, Bereavement Leave, Court Appearances, Industrial Illness & Injury, and Catastrophic Leave.
- 14.2.3 Unpaid Leaves shall include: Pregnancy Leave, Military Leave (following paid entitlement), Retraining and Study Leave, Personal Leave of Absence, Family Medical Leave, when eligible, Office Closure.
- 14.2.4 All statutory paid leave entitlement shall be afforded on a pro-rata basis, commensurate with the daily working hours of each bargaining Unit Member.

14.2.5 Designated Unit Members shall be credited with pro-rata sick leave as defined in the Sick Leave Article 9.4.2. Hours will be established based on the hours per day indicated on the Employee's pre-approved employer generated form.

14.2.6 Designated positions shall not receive employer-paid contractual benefits in form of health and welfare benefits, life insurance, or any other employer-paid contractual benefits as specified in Article 7 "Employee Benefits;" however, in accordance with the Affordable Care Act, Unit Members under this Article may avail themselves to the medical plan as set forth in Article 7, Subsection 7.2.

A. **AFTER SCHOOL PARTNERSHIP ("ASP") / PARAEDUCATOR – MIGRANT EDUCATION PROGRAM ("MEP")**

**14.1 CLASSIFICATION AND HOURS WORKED**

14.1.1 After School Program ("ASP")/Migrant Education Program ("MEP") positions shall be employed contingent on Categorical Funds and student attendance.

14.1.2 Designated ASP/MEP positions shall be defined as part-time ten (10) month positions and paid by time sheet for the purpose of compensation and the accrual of sick leave and other statutory benefits.

14.1.3 The ASP/MEP position should only be working what has been pre-approved and budgeted on the employer generated form. In most cases, hours worked shall not exceed nineteen and a half (19.5) hours per week per position, however a participating school district operating an ASP/MEP may designate a maximum of two (2) positions per site to work hours not to exceed twenty-five (25) hours per week.

14.1.4 Designated ASP/MEP positions should only be working what has been pre-approved and budgeted on the employer generated form with the following exception: when there is a change to a daily schedule through no fault of the ASP/MEP Unit Member, they shall be paid for no less than thirty (30) minutes.

**14.2 LAYOFFS/REDUCTIONS**

14.2.1 The Association shall be promptly provided with a copy of the formal action to layoff and/or reduce positions filled by Unit Members.

- 14.2.2 Unit Members shall be laid off and recalled to duty according to seniority within the Unit Member's school site.
- 14.2.3 Seniority within class be determined by the date the Unit Member was assigned to the class and school site.
- 14.2.4 If there is a tie for seniority, the Unit Member's seniority shall be determined in accordance with Article 11.
- 14.2.5 CSEA and FCSS agree that reduction in hours may be initiated and shall not be subject to further decision and/or effects' bargaining when:
- a. There is a permanent change to a school site bell schedule, permanently altering the hours of the school site after school program by not more than thirty (30) minutes; or
  - b. ASP/MEP student enrollment decreases on a permanent basis for reasons including school boundary changes or grant reduction; or
  - c. ASP/MEP school site allocated funding is not sufficient to sustain personnel costs due to reduction in, loss of, grant monies; or
  - d. A Unit Member requests a permanent reduction to their work hours and/or days and it does not conflict with program need, and is approved by the employer.
  - e. CSEA and all affected members shall be provided 60-day written notice of reduction of hours and layoff due to lack of work or lack of funds.
  - f. All employees affected by layoff or reduction of hours will be afforded their statutory re-employment rights and contractual bumping rights.

#### **14.3 STUDENT WORKERS**

- 14.3.1 The Fresno County Superintendent of Schools will employ student workers to assist designated ASP/MEP sites.
- 14.3.2 At no time will the ratio of students to Paraeducators exceed twenty (20) to one (1).
- 14.3.3 At no time will a student worker take the place of a position being held by a CSEA Paraeducator.

14.3.4 Student workers will be paid at the current state minimum wage applicable at time of hire.

**B. LICENSED VOCATIONAL NURSE (LVN)**

**14.1 CLASSIFICATION AND HOURS WORKED**

14.1.1 LVN positions shall be employed contingent upon Medical/Categorical Funds and student attendance.

14.1.2 LVN positions shall be defined as part-time ten (10) month positions and paid by time sheet for the purpose of compensation and the accrual of sick leave and other statutory benefits.

14.1.3 The LVN positions should only be working what has been pre-approved and budgeted on the employer generated form and shall be paid by time sheet for hours worked per day with the following exception:

14.1.3.1 When there is an unforeseen absence of the student and the LVN reports to duty, the LVN shall be paid no less than two (2) hours.

14.1.3.2 LVN's are expected to check foggy day schedules and/or school bus delays as reported by Public Broadcasting System (PBS) when there is the expectation of fog. However, when a foggy day and/or a school bus schedule is modified and/or delayed beyond what was reported viaPBS, and/or cancelled, and the LVN who is assigned to a designated student reports to duty, said LVN shall be paid not more than three (3) hours.

14.1.3.3 Whenever possible, when a student is not in attendance, LVN positions will be reassigned to a student and/or school site requiring services at the discretion of the Employer. Such temporary reassignments shall be compensated by time sheet for hours worked per day. If temporary reassignment is possible, the LVN will not receive the compensation specified in Subsections 14.1.3.1. Any travel required following the LVN's arrival at their assigned work location shall be compensated for in accordance with County Office

mileage reimbursement policies. The terms as set forth in Article 11.4.3, Involuntary Transfer shall not apply as the reassignment shall be temporary due to student attendance.

14.1.3.4 LVN's shall report hours on time sheet to reflect actual time worked on a daily basis. Absences shall be reported in compliance with county office attendance reporting policies and procedures.

#### **14.2 LAYOFFS**

14.2.1 The Association shall be promptly provided with a copy of the formal action to reduce positions filled by Unit Members in accordance with Article 11.

### **C. SPEECH INSTRUCTIONAL ASSISTANT**

#### **14.1 CLASSIFICATION AND HOURS WORKED**

14.1.1 Speech Instructional Assistant positions shall be employed contingent upon special education funding.

14.1.2 Speech Instructional Assistant positions shall be defined as part-time ten-month positions and paid by time sheet for the purpose of compensation and the accrual of sick leave and other statutory benefits.

14.1.3 These positions shall only be working what has been pre-approved and budgeted on the employer generated form.

#### **14.2 LAYOFFS**

14.2.1 The Association shall be promptly provided with a copy of the formal action to reduce positions filled by Unit Members in accordance with Article 11.

### **D. COUNSELING AND ACADEMIC TUTOR I (CAT I)**

#### **14.1 CLASSIFICATION AND HOURS WORKED**

14.1.1 Counseling and Academic Tutor (CAT I) positions shall be employed contingent on funding.

14.1.2 Designated CAT I positions shall be defined as part-time ten (10) month positions and paid by time sheet for the purpose of compensation and the accrual of sick leave and other statutory benefits.

14.1.3 In most cases, hours worked shall not exceed nineteen and a half (19.5) hours per week per position. Designated CAT I positions should only work what has been preapproved and budgeted on the employer generated form and shall be paid by time sheet for hours worked per day.

**14.2 LAYOFFS**

14.2.1 The Association shall be promptly provided with a copy of the formal action to reduce positions filled by Unit Members in accordance with Article 11.

**E. ASSISTANT – CHILD DEVELOPMENT CENTER**

**14.1 CLASSIFICATION AND HOURS WORKED**

14.1.1 The Assistant – Child Development Center positions shall be employed contingent on Categorical funds, student attendance and enrollment.

14.1.2 Designated Child Development Center positions shall be defined as 12-month positions with a minimum of four (4) hours per day, paid by time sheet for the purposes of compensation and the accrual of sick leave and other statutory benefits.

14.1.3 Designated Child Development Center positions shall only work what has been pre-approved and budgeted on the employer generated form and shall be paid by time sheet for hours worked per day.

**14.2 LAYOFFS**

14.2.1 The Association shall be promptly provided with a copy of the formal action to reduce positions filled by Unit Members in accordance with Article 11.

## ARTICLE 15

### GRIEVANCE PROCEDURE

#### 15.0 GRIEVANCE PROCEDURE

##### 15.1 DEFINITIONS

- 15.1.1 **"Grievance"** A formal written allegation by a Grievant that he/she has been adversely affected by an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement or the Employer's practice or regulation implementing this Agreement with the exception of those Articles, or Sections of Articles, which are specifically exempted from the provisions of this Article 15.
- 15.1.2 **"Grievant"** A Unit Member acting solely on his/her own behalf concerning a personal and individual grievance.
- 15.1.3 **"Working Day"** Any day, or part day, the Fresno County Superintendent of Schools is open for business and is designated by the Employer as a work day for Unit Members.
- 15.1.4 **"Immediate Supervisor"** The Grievants Immediate Supervisor or Administrator at the lowest level of administration with authority to resolve the complaint. It shall be the responsibility of the Employer, or his/her designee, to inform the Association and the Unit Member as to the identity of the appropriate Immediate Supervisor for each Unit Member for purposes of Section 15.2 (Informal Resolution) and Section 15.3 (Formal Grievance) of this Article.
- 15.1.5 **"Representative"** Someone selected by the Grievant to be present and represent the Grievants interest at each step of the formal Grievance procedure. The representative cannot be employed by or a representative of an association other than the exclusive bargaining unit (CSEA) and shall be selected from the officers of the unit, the site representative, the assigned CSEA field representative or the CSEA attorney.
- 15.1.6 **"Grievance Form"** The form approved by the Employer, or his/her designee, to be used for the preparation and filing of a Formal Grievance. Said forms shall be

pre-numbered to insure Grievances are processed expeditiously. A Unit Member may secure a blank Grievance Form from Human Resources in the central administrative building. Said request can be in person, phone or by mail. If, due to the location of the Unit Member's work site, or if no alternative form of delivery is available and it is necessary to forward the blank form by U.S. Mail, the filing period will be extended by four (4) working days.

- 15.1.7 **“Grievance File”** The Human Resources Office shall maintain a separate and distinct file for Grievances. Each Grievance shall be kept in a separate folder, along with any other documents accumulated pursuant to the Grievance. The Grievance File shall not be available for inspection by anyone other than the Grievant, the Grievants Representative or a member of the administration directly involved in the Grievance procedure.
- 15.1.8 **“Witness”** An employee requested by the Grievant, the Grievants Representative or the administration to be present for purposes of giving testimony regarding the Grievance at any step of the Grievance procedure beyond the informal resolution level.
- 15.1.9 **“Release Time”** The Grievant, the Grievants Representative (if an employee of the Employer) and any witnesses shall be provided release time including reasonable travel time, if required, to be present at any formal hearing conducted pursuant to the Grievance process.
- 15.1.10 **“Group Grievance”** If an identical or near identical set of facts result in more than one Unit Member being adversely affected by an alleged violation of the specific provisions of this Agreement, the Grievant may file a Group Grievance on a single Grievance form signed by all the Unit Members participating in the Grievance. The Employer, or his/her designee, retains the right to meet with, and process the Grievance for all Grievants at any level for the Grievance Procedure as provided for in this Article, provided all Grievants to the Group Grievance are afforded the full process of this Article and have the right to representation at each level of the process starting with section 15.3 (Formal Grievance) of this Article.



## **15.2 INFORMAL RESOLUTION**

15.2.1 A Unit Member who believes he/she has a Grievance may request a meeting with his/her Immediate Supervisor to orally present the Grievance or go directly to Formal Grievance – Step 1 (15.3). Said request shall be made within ten (10) working days after the Grievant knew, or reasonably should have known, of the circumstances which form the basis of the Unit Member's allegations. Failure to do so shall render the Grievance null and void for the purpose of proceeding to the Formal Grievance stage of this procedure.

15.2.2 The Immediate Supervisor shall, within three (3) working days, arrange a time and place to meet during a work day for purpose of hearing the Informal Grievance. The Immediate Supervisor shall record all the pertinent facts and review them with the Grievant to ensure agreement on the circumstances giving rise to the Grievance.

The purpose of this meeting shall be to:

- a. Allow the Unit Member to explain the basis of his/her allegations and specify the desired remedial action, if any;
- b. Establish the facts pertinent to the allegations;
- c. Allow the Immediate Supervisor to explain his/her position; and
- d. See if there is a mutually agreeable resolution to the allegations.

15.2.3 Within five (5) working days of the conference with the Grievant, the Immediate Supervisor shall meet with the Grievant and give an oral decision regarding the Grievance.

15.2.4 If the Grievant is not reasonably satisfied with the oral decision of the Immediate Supervisor, the Grievant may, within Five (5) working days, proceed with the filing of a Formal Grievance.

## **15.3 FORMAL GRIEVANCE – STEP 1**

15.3.1 The Grievant shall submit the Step 1 - Grievance Form to the Grievant's Director/Administrator. The Grievance Form shall be legible, complete and

include all names, dates, circumstances, and citations necessary for a complete understanding of the alleged agreement violation. Pertinent attachments may be included if warranted.

15.3.2 The Director/Administrator shall have five (5) working days to complete an investigation of the issues involved and arrange for a formal hearing of the Grievance. The investigation may include informal conferencing with the Grievant to ascertain the facts relating to the Grievance.

15.3.3 Within three (3) working days of the formal hearing, the Director/Administrator shall provide the Grievant with a written decision.

15.3.4 The Grievant shall have three (3) working days from the receipt of the Director/Administrator's decision to proceed to Step 2.

15.3.5 Beginning at Step 1 of the Formal Grievance procedures, the Grievant may at any time, prior to Advisory Arbitration, present grievances to his or her Employer, and have such grievances adjusted, without the intervention of the exclusive representative and the adjustment is not inconsistent with the terms of this Agreement. The Employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

**15.4 APPEAL TO DEPUTY SUPERINTENDENT – STEP 2**

15.4.1 The Grievant shall submit the Step 2 Grievance Form to the appropriate Deputy Superintendent. The Deputy Superintendent shall have five (5) working days to complete an investigation of the issues involved and arrange for a formal hearing of the Grievance.

15.4.2 Within three (3) working days of the formal hearing, the Deputy Superintendent shall provide the Grievant with a written decision.

15.4.3 The Grievant shall have three (3) working days from the receipt of the Deputy Superintendent's decision to either proceed to Step 3 – Appeal to the Superintendent, mediation, or secure the decision of the exclusive representative to utilize non-binding advisory arbitration.

## 15.5 **ADVISORY ARBITRATION OR MEDIATION**

15.5.1 The Grievant may, with the consent of the exclusive representative, have his/her Grievance reviewed by an Advisory Arbitration Committee, which shall be selected and governed by the following:

15.5.1.1 The Committee shall consist of three (3) members; one (1) to be named by the Grievant at the time the appeal is filed; one (1) to be named by the Employer within five (5) working days of the Employer's appointment. When constituted, the committee shall select a chairperson and sit within five (5) working days. The time lines may be extended by mutual agreement of both parties.

15.5.1.2 If agreement cannot be reached regarding the appointment of the third member by the first two (2) appointees within the time specified, the California Conciliation Service shall be requested to submit a list of five (5) names of individuals known to them to be knowledgeable in public elementary and secondary education. Each appointee shall alternately strike from the list until one (1) name remains with the name being the person designated to be the third member. The order of striking shall be determined by lot.

15.5.1.3 The Committee shall consider only those issues, which have been properly processed through all prior applicable steps of this procedure.

15.5.1.4 The Committee shall provide both the Employer's Representative and the Employee, or the Employee's Representative, a reasonable opportunity to present witnesses, evidence, and arguments. The rules of conduct for said presentations shall be determined by Committee majority.

15.5.1.5 The jurisdiction of the Committee shall be confined to a determination of the relevant facts and interpretation of the provisions of this Agreement.

15.5.1.6 The Committee may recommend remedies, including financial reimbursement, as part of its advisory decision.

15.5.1.7 Within ten (10) days of the Committee sitting, it shall render a written opinion to the Grievant and the Employer. Said opinion shall be advisory only and non-binding on either the Employer or the Grievant.

15.5.2 All expenses incurred on behalf of the Advisory Arbitration panel shall be shared equally by the Association and the Employer. The Association and the Employer will be responsible for their own costs incurred in Advisory Arbitration. The Employer shall invoice the Association by mail and the Association shall reimburse the Employer within twenty (20) Working Days of receipt of said invoices.

15.5.3 As an alternative to Advisory Arbitration, the Grievant may request that the matter be heard by a mediator from the State Mediation and Conciliation Service in an attempt to resolve the matter or seek other legal remedies in a court of competent jurisdiction.

#### **15.6 APPEAL TO SUPERINTENDENT – STEP 3**

15.6.1 The Grievant shall submit the Step 3 Grievance Form to the Superintendent. The Superintendent shall have ten (10) working days to conduct an investigation of the issues involved and arrange for a formal hearing of the Grievance.

15.6.2 Within five (5) working days of the formal hearing, the Superintendent shall provide the Grievant with a written decision. Said decision shall be final.

#### **15.7 OTHER PROVISIONS**

15.7.1 Grievance Form(s) shall be requested at each step of the grievance process from the Human Resources Office. The Administrator, Human Resources or his/her designee shall record and disseminate to the Unit Member.

15.7.2 Should the Immediate Supervisor/Director/Administrator/or Deputy Superintendent fail to comply with the provisions of this Article, the Grievant shall be authorized to pursue the next step of the Grievance procedure.

15.7.3 Should the Grievant fail to pursue the Grievance to the next step within the specified period of time, the decision rendered shall be considered final.

15.7.4 The time period specified for administrative or Grievant response at any step of this procedure may be extended for up to three (3) working days when timely written notice is provided to the other side.

## **ARTICLE 16**

### **CONTRACT CLAUSES**

#### **16.0 CONTRACT CLAUSES**

##### **16.1 SAVINGS CLAUSE**

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by a governmental body other than the Employer which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a provision of this Agreement shall not invalidate any remaining provisions, which shall continue in full force and effect. Should said invalidated provision be negotiable, it is agreed that the Association and Employer, shall, within a reasonable period of time, meet to negotiate a successor provision.

##### **16.2 SUPPORT OF AGREEMENT**

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

16.2.2 The Association 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 Fresno County Office of Education by Unit Members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those Unit Members to cease such action.

16.2.3 It is agreed and understood that any Unit member violating this Article may be subject to discipline up to and including termination by the Employer.

16.2.4 It is understood that in the event this Section is violated, the Employer shall be entitled to withdraw any rights, privileges, or service provided for in this Agreement or in the Employer's Policies and Practices from any Unit Member and/or the Association.

16.2.5 The Employer agrees to not lock out the Unit Members during the term of this Agreement.

### **16.3 THIRD PARTY WORK STOPPAGE**

16.3.1 The provisions of Section 16.2, specifically Subsections 16.2.1 through 16.2.5 notwithstanding, the Employer and the Association recognized that duties and assignments of some Unit Members places them in situations where neither the Employer nor the Association has control of events. The following is intended to provide guidance to a Unit member who becomes involved in any form of work stoppage by a third party, which is not a party to this Agreement.

16.3.2 Juvenile Justice Campus Unit Members assigned to the Juvenile Justice Campus shall follow the instructions of the Memorandum incorporated into this Agreement as Appendix E or any revisions made thereto at any time or from time to time with the concurrence of the Association.

#### **16.3.3 Other Local Educational Authority (LEA)**

If a Unit Member is regularly assigned to work at a site under the control of an LEA other than the Employer and LEA is subjected to a work stoppage, slowdown, picketing or other concerted action which will preclude the Unit Member from performing his/her assignment:

16.3.3.1 If the Unit Member is aware of the intended concerted action prior to reporting for duty at the site, the Unit Member shall contact his/her immediate supervisor for instructions as far in advance as possible. If the Unit Member cannot contact the immediate supervisor within a reasonable period of time, the Unit Member shall contact the person to whom the immediate supervisor reports.

16.3.3.2 If there is a concerted action in progress, about which the Unit Member had no prior knowledge, when the Unit Member reports for duty and the Unit Member; (A) reasonably believes reporting for duty will expose the Unit Member or the Unit Member's personal property to harm, or; (B) if the Unit Member is informed by the site administrator that the Unit Member's duties have been suspended; the Unit Member shall, as quickly as possible, contact the Unit Member's immediate supervisor for instructions. If the immediate supervisor is not available, the Unit Member shall contact the Unit Member's department head or next higher authority.

**16.3.4 Another Bargaining Unit of the Employer**

Unless instructed otherwise in advance by the Employer or his/her designee, a Unit Member will report to his/her regular assignment at the regularly assigned time in the event there is a concerted action by another bargaining unit of the Employer.

16.3.5 The provisions of this Section are not intended, nor should they be interpreted as superseding or negating the provisions of Section 16.2 of this Article.



## ARTICLE 17

### TERMS AND REOPENING OF NEGOTIATIONS

#### 17.0 TERMS AND REOPENING OF NEGOTIATIONS

- 17.1 This Agreement will remain in full force and effect July 1, 2017 through June 30, 2020 without further negotiations except as provided in Section 17.2 of this Article.
- 17.2 For the term of this contract, both parties reserve the right to open two (2) Articles, in addition to Compensation and Benefits, each year for the purpose of reopeners. Each side shall propose reopeners to the contract by April 1, of each year and initial proposal by April 1, 2018, for the successor Agreement.

Agreed to on behalf of the Fresno County Superintendent of Schools on this  
26<sup>th</sup> day of September, 2017 by:

  
\_\_\_\_\_  
Jim A. Yovino, Superintendent of Schools

Agreed to on behalf of the California School Employees Association on this  
26<sup>th</sup> day of September, 2017 by:

  
\_\_\_\_\_  
Debbie Stiftinger, Local Chapter #573, President

**APPENDIX A**  
**RECOGNITION OF AGREEMENT**

The Office of the Fresno County Superintendent of Schools recognizes the Fresno County Schools Employees Chapter #573, affiliated with the California School Employees Association as the exclusive representative for purposes of the Rodda Act (Government Code Section 3540, et seq., Title 1, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the positions as listed in Appendix C.

## **APPENDIX B**

### **BOARD RESOLUTION**

WHEREAS, Section 3540, et seq., of the Government Code, Title 1, Division 4, Chapter 10.7 (Rodda Act) provides that the public school employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of employees; and

WHEREAS, the Fresno County School Employees Chapter 573, affiliated with the California School Employees Association has requested recognition pursuant to the provision of the “Rodda Act” and has complied with the appropriate sections of the rules and regulations of the Educational Employment Relations Board; and

WHEREAS, the Fresno County Schools Employees Association has agreed not to seek a clarification or amendment of the representation unit as set forth below;

The Fresno County Superintendent of Schools and the Fresno County Board of Education hereby grants exclusive recognition to the Fresno County Employees Association Chapter 573 for the employees in the representation unit which is comprised of the positions as listed in Appendix C.

## APPENDIX C

### FRESNO COUNTY SUPERINTENDENT OF SCHOOLS 2017 - 2018 Classified Salary Schedule

Date of Revision: November 14, 2017

Retroactive to: July 1, 2017

*Reflects 0.0% Increase*

JCN	JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
100	ACCOUNTANT	148	4,594	4,824	5,065	5,318	5,584
			26.40	27.72	29.11	30.56	32.09
105	ACCOUNTING TECHNICIAN	136	3,415	3,586	3,765	3,953	4,151
			19.63	20.61	21.64	22.72	23.86
110	ADMINISTRATIVE ASSISTANT	145	4,218	4,429	4,650	4,883	5,127
			24.24	25.45	26.72	28.06	29.47
121	AFTER SCHOOL PROGRAM SITE LEAD	136	3,415	3,586	3,765	3,953	4,151
			19.63	20.61	21.64	22.72	23.86
125	ASSISTANT - CHILD DEVELOPMENT CENTER	122	2,389	2,508	2,633	2,765	2,903
			13.73	14.41	15.13	15.89	16.68
131	BILINGUAL AFTER SCHOOL PROGRAM SITE LEAD	137	3,500	3,675	3,859	4,052	4,255
			20.11	21.12	22.18	23.29	24.45
126	BILINGUAL ASSISTANT - CHILD DEVELOPMENT CENTER	123	2,448	2,570	2,699	2,834	2,976
			14.07	14.77	15.51	16.29	17.10
165	BILINGUAL CREDENTIAL TECHNICIAN	139	3,682	3,866	4,059	4,262	4,475
			21.16	22.22	23.33	24.49	25.72
203	BILINGUAL EDUCATIONAL SERVICES SPECIALIST	143	4,105	4,310	4,526	4,752	4,990
			23.59	24.77	26.01	27.31	28.68
132	BILINGUAL OFFICE ASSISTANT	130	2,945	3,092	3,247	3,409	3,579
			16.93	17.77	18.66	19.59	20.57
298	BILINGUAL PARAEDUCATOR - AFTER SCHOOL PROGRAM	123	2,448	2,570	2,699	2,834	2,976
			14.07	14.77	15.51	16.29	17.10
305	BILINGUAL PARAEDUCATOR - COURT/COMMUNITY	123	2,448	2,570	2,699	2,834	2,976
			14.07	14.77	15.51	16.29	17.10
311	BILINGUAL PARAEDUCATOR I - SPECIAL EDUCATION	123	2,448	2,570	2,699	2,834	2,976
			14.07	14.77	15.51	16.29	17.10
315	BILINGUAL PARAEDUCATOR II - SPECIAL EDUCATION	125	2,602	2,732	2,869	3,012	3,163
			14.95	15.70	16.49	17.31	18.18
355	BILINGUAL PROJECT SPECIALIST	143	4,105	4,310	4,526	4,752	4,990
			23.59	24.77	26.01	27.31	28.68
137	BUSINESS SERVICES SYSTEMS SPECIALIST	154	5,197	5,457	5,730	6,017	6,318
			29.87	31.36	32.93	34.58	36.31
141	CAFÉ ASSISTANT	132	3,094	3,249	3,411	3,582	3,761
			17.78	18.67	19.60	20.59	21.61
146	CAMPUS SAFETY ASSISTANT	125	2,602	2,732	2,869	3,012	3,163
			14.95	15.70	16.49	17.31	18.18
144	COMMUNITY ASSISTANT	129	2,873	3,017	3,168	3,326	3,492
			16.51	17.34	18.21	19.11	20.07
161	COUNSELING AND ACADEMIC TUTOR I	129	2,873	3,017	3,168	3,326	3,492
			16.51	17.34	18.21	19.11	20.07
163	COUNSELING AND ACADEMIC TUTOR II	136	3,415	3,586	3,765	3,953	4,151
			19.63	20.61	21.64	22.72	23.86
162	CREDENTIAL ANALYST	150	4,827	5,068	5,321	5,587	5,866
			27.74	29.13	30.58	32.11	33.71

**FRESNO COUNTY SUPERINTENDENT OF SCHOOLS**  
**2017 - 2018 Classified Salary Schedule**

Date of Revision: November 14, 2017

Retroactive to: July 1, 2017

*Reflects 0.0% Increase*

JCN	JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
164	CREDENTIAL TECHNICIAN	138	3,591	3,771	3,960	4,158	4,366
			20.64	21.67	22.76	23.90	25.09
168	CUSTODIAN	125	2,602	2,732	2,869	3,012	3,163
			14.95	15.70	16.49	17.31	18.18
176	DEPARTMENT AUTOMATION SPECIALIST	142	4,003	4,203	4,413	4,634	4,866
			23.01	24.16	25.36	26.63	27.97
187	DIGITAL CONTENT SPECIALIST	147	4,481	4,705	4,940	5,187	5,446
			25.75	27.04	28.39	29.81	31.30
204	EDUCATIONAL SERVICES SPECIALIST	142	4,003	4,203	4,413	4,634	4,866
			23.01	24.16	25.36	26.63	27.97
215	FACILITIES SYSTEMS SPECIALIST	145	4,218	4,429	4,650	4,883	5,127
			24.24	25.45	26.72	28.06	29.47
219	FACILITIES TECHNICIAN	136	3,415	3,586	3,765	3,953	4,151
			19.63	20.61	21.64	22.72	23.86
217	FOOD SERVICE ASSISTANT	122	2,389	2,508	2,633	2,765	2,903
			13.73	14.41	15.13	15.89	16.68
227	GRAPHICS & PRINTING SPECIALIST	138	3,591	3,771	3,960	4,158	4,366
			20.64	21.67	22.76	23.90	25.09
232	GROUND MAINTENANCE WORKER	127	2,737	2,874	3,018	3,169	3,327
			15.73	16.52	17.34	18.21	19.12
240	HEALTH SERVICES ASSISTANT	127	2,737	2,874	3,018	3,169	3,327
			15.73	16.52	17.34	18.21	19.12
244	HEALTH SERVICES SPECIALIST	134	3,252	3,415	3,586	3,765	3,953
			18.69	19.63	20.61	21.64	22.72
256	HUMAN RESOURCES SPECIALIST	141	3,866	4,059	4,262	4,475	4,699
			22.22	23.33	24.49	25.72	27.01
253	HUMAN RESOURCES TECHNICIAN I	132	3,094	3,249	3,411	3,582	3,761
			17.78	18.67	19.60	20.59	21.61
254	HUMAN RESOURCES TECHNICIAN II	136	3,415	3,586	3,765	3,953	4,151
			19.63	20.61	21.64	22.72	23.86
272	INFORMATION TECHNOLOGY TECHNICIAN	142	4,003	4,203	4,413	4,634	4,866
			23.01	24.16	25.36	26.63	27.97
263	INFORMATION SYSTEMS & TECHNOLOGY HELP DESK TECHNICIAN	142	4,003	4,203	4,413	4,634	4,866
			23.01	24.16	25.36	26.63	27.97
274	INTENSIVE BEHAVIOR INTERVENTION SPECIALIST	154	5,197	5,457	5,730	6,017	6,318
			29.87	31.36	32.93	34.58	36.31
271	INTERNAL BUSINESS SERVICES ANALYST	156	5,596	5,876	6,170	6,479	6,803
			32.16	33.77	35.46	37.24	39.10
276	JOB DEVELOPER	137	3,500	3,675	3,859	4,052	4,255
			20.11	21.12	22.18	23.29	24.45
283	LIBRARY ASSISTANT	126	2,666	2,799	2,939	3,086	3,240
			15.32	16.09	16.89	17.74	18.62
273	LIBRARY SPECIALIST	132	3,094	3,249	3,411	3,582	3,761
			17.78	18.67	19.60	20.59	21.61

**FRESNO COUNTY SUPERINTENDENT OF SCHOOLS**  
**2017 - 2018 Classified Salary Schedule**

Date of Revision: November 14, 2017

Retroactive to: July 1, 2017

*Reflects 0.0% Increase*

JCN	JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
278	LICENSED VOCATIONAL NURSE	145	4,218	4,429	4,650	4,883	5,127
			24.24	25.45	26.72	28.06	29.47
286	MAINTENANCE SPECIALIST	138	3,591	3,771	3,960	4,158	4,366
			20.64	21.67	22.76	23.90	25.09
295	MULTIMEDIA SPECIALIST	147	4,481	4,705	4,940	5,187	5,446
			25.75	27.04	28.39	29.81	31.30
296	OFFICE ASSISTANT	129	2,873	3,017	3,168	3,326	3,492
			16.51	17.34	18.21	19.11	20.07
299	PARAEDUCATOR - AFTER SCHOOL	122	2,389	2,508	2,633	2,765	2,903
			13.73	14.41	15.13	15.89	16.68
304	PARAEDUCATOR - COURT/COMMUNITY	122	2,389	2,508	2,633	2,765	2,903
			13.73	14.41	15.13	15.89	16.68
306	PARAEDUCATOR - MIGRANT EDUCATION PROGRAM	124	2,571	2,700	2,835	2,977	3,126
			14.78	15.52	16.29	17.11	17.97
318	PARAEDUCATOR - SIGN LANGUAGE	127	2,737	2,874	3,018	3,169	3,327
			15.73	16.52	17.34	18.21	19.12
312	PARAEDUCATOR I - SPECIAL EDUCATION	122	2,389	2,508	2,633	2,765	2,903
			13.73	14.41	15.13	15.89	16.68
316	PARAEDUCATOR II - SPECIAL EDUCATION	124	2,571	2,700	2,835	2,977	3,126
			14.78	15.52	16.29	17.11	17.97
320	PARENT TRAINER	143	4,105	4,310	4,526	4,752	4,990
			23.59	24.77	26.01	27.31	28.68
322	PAYROLL AUDIT / RETIREMENT ANALYST	148	4,594	4,824	5,065	5,318	5,584
			26.40	27.72	29.11	30.56	32.09
332	PAYROLL TECHNICIAN	137	3,500	3,675	3,859	4,052	4,255
			20.11	21.12	22.18	23.29	24.45
336	PRINTING SERVICES TECHNICIAN	130	2,945	3,092	3,247	3,409	3,579
			16.93	17.77	18.66	19.59	20.57
340	PRODUCTION SPECIALIST	147	4,481	4,705	4,940	5,187	5,446
			25.75	27.04	28.39	29.81	31.30
351	PROGRAM ASSISTANT	136	3,415	3,586	3,765	3,953	4,151
			19.63	20.61	21.64	22.72	23.86
354	PROGRAM TECHNICIAN FOR VISUALLY IMPAIRED	136	3,415	3,586	3,765	3,953	4,151
			19.63	20.61	21.64	22.72	23.86
356	PROJECT SPECIALIST	142	4,003	4,203	4,413	4,634	4,866
			23.01	24.16	25.36	26.63	27.97
359	PURCHASING/INVENTORY TECHNICIAN	136	3,415	3,586	3,765	3,953	4,151
			19.63	20.61	21.64	22.72	23.86
367	RECEPTIONIST	129	2,873	3,017	3,168	3,326	3,492
			16.51	17.34	18.21	19.11	20.07
364	RECORDS TECHNICIAN	127	2,737	2,874	3,018	3,169	3,327
			15.73	16.52	17.34	18.21	19.12
368	SCHOOL REGISTRAR	131	3,021	3,172	3,331	3,498	3,673
			17.36	18.23	19.14	20.10	21.11


**Date of Revision: November 14, 2017**  
**Retroactive to: July 1, 2017**  
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JCN	JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
402	SENIOR MAINTENANCE SPECIALIST	145	4,218	4,429	4,650	4,883	5,127
			24.24	25.45	26.72	28.06	29.47
418	SHIPPING & RECEIVING / DELIVERY DRIVER	136	3,415	3,586	3,765	3,953	4,151
			19.63	20.61	21.64	22.72	23.86
419	SIGN LANGUAGE INTERPRETER	154	5,197	5,457	5,730	6,017	6,318
			29.87	31.36	32.93	34.58	36.31
319	SPEECH INSTRUCTIONAL ASSISTANT	122	2,389	2,508	2,633	2,765	2,903
			13.73	14.41	15.13	15.89	16.68
449	TRANSPORTATION SCHEDULER	142	4,003	4,203	4,413	4,634	4,866
			23.01	24.16	25.36	26.63	27.97
455	WEB DEVELOPER	156	5,596	5,876	6,170	6,479	6,803
			32.16	33.77	35.46	37.24	39.10

CLASSIFICATION DESIGNATION AGREEMENT NOVEMBER 14, 2017		
JCN	JOB CLASSIFICATION	Hrly Rate
123	AFTER SCHOOL PROGRAM SITE LEAD	\$27.97
227	GRAPHICS & PRINTING SPECIALIST	\$26.34
240	HEALTH SERVICES ASSISTANT	\$20.57
286	MAINTENANCE SPECIALIST	\$26.34
296	OFFICE ASSISTANT	\$21.11
300	PARAEDUCATOR - AFTER SCHOOL	\$17.53
9703	Specialized Physical Health Care Technician/LVN	\$31.79

Longevity is granted after 10 years of service (1.0%)  
 Additional 1.5% granted after 15 years of service (2.5%)  
 Additional 1% granted after 20 years of service (3.5%)  
 Additional .5% granted after 25 years of service (4.0%)  
 Additional .5% granted after 30 years of service (4.5%)

**Note:** The monthly rate is based on an 8 hour day, 261 days per year, 12-months per year.

  
Jim A. Yovino, Fresno County Superintendent of Schools

11/14/2017  
Date

## APPENDIX D



### 2017 - 2018 Staff Calendar

Jim A. Yovino  
Superintendent

◻ - Local Holiday

◻ - Holiday

◻ - Modified Office Closure

TWD - Total Work Days

JULY							AUGUST							SEPTEMBER							OCTOBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5						1	2		1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					
30	31																											
TWD 20							TWD 23							TWD 20							TWD 22							
NOVEMBER							DECEMBER							JANUARY							FEBRUARY							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4						1	2		1	2	3	4	5	6				1	2	3		
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				25	26	27	28				
							31																					
TWD 19							TWD 11							TWD 21							TWD 18							
MARCH							APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5					1	2		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30	
TWD 21							TWD 21							TWD 22							TWD 21							

#### Legal Holidays (duty-free dates)

July 4	Independence Day	Tuesday
September 4	Labor Day	Monday
November 10	Veteran's Day	Friday
November 23	Thanksgiving Day	Thursday
December 25	Christmas Day	Monday
January 1	New Year's Day	Monday
January 15	Martin L. King Day	Monday
February 12	Lincoln's Day	Monday
February 19	President's Day	Monday
May 28	Memorial Day	Monday

#### Local Holidays

November 24	Day after Thanksgiving	Friday
December 22	Christmas Eve	Friday
March 30	Good Friday	Friday

#### FCSS Modified Office Closure

The Fresno County Superintendent of Schools will be CLOSED to the public on December 18, 2017 through January 1, 2018.

FCSS Modified Office Closure for 2017-2018 will run 12 consecutive days, of which five days will be taken as vacation days, three will be paid holidays, and four days will be weekend days.

The five vacation days for the 2017-2018 fiscal year will be December 21, 26, 27, 28, and 29. The three paid holidays will be Friday, December 22 (in observance of Christmas Eve), Monday, December 25 (Christmas Day), and Monday, January 1, 2018 (New Year's Day).

dl/gr 3/8/2017



## **APPENDIX E**

### **PROCEDURE FOR PROBATION WORK STOPPAGE**

- A.** All Ashjian staff members are to report for work at the California Department of Corrections (CDC) classroom at their regular starting times. Staff members should make their own decisions as to whether they will report to work.
- B.** The Superintendent shall use the following list to determine if the facility is safe or not safe:
  - 1.** The red panic alarm system is working;
  - 2.** An administrative walk through;
  - 3.** When the County Office receives written assurance from the Probation Department that the following criteria is in place:
    - a.** The institution is in compliance with established staff to ward ratios, as defined by the California Youth Authority Standards;
    - b.** Emergency medical and/or building evacuation plans are not impaired by the work action;
    - c.** The facility remains structurally sound.
- C.** If the Superintendent does not declare the facility safe, school staff who arrive for work will be given an alternate assignment and will be paid for the day; those who choose not to show will not be paid.
- D.** If the Superintendent declares the facility to be safe, school staff will teach a minimum day schedule and be free to leave after classes are dismissed. They will receive pay for a full day.
- E.** If work stoppage occurs during the workday, students will be returned to the units as soon as possible by the Probation Department administrative staff, assisted by the school administrative staff. Ashjian School staff are to remain with the classes until their students have been returned to their units. (If an injury-threatening situation develops in a classroom that endangers the physical well-being of the school staff, it may be necessary for the staff to leave that class. If a staff member determines that such a situation exists and leaves his/her classroom, he/she is to notify the school administration as soon as possible.)
- F.** Classified staff who choose not to work in Section C and D above could choose to make up a full day at the end of their contract year during the extended session, or if the employee chooses not to make up the days, pay for the days not made up will be deducted from the employee's check.