

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**KERN COUNTY SUPERINTENDENT OF SCHOOLS**

**AND**

**SUPERINTENDENT OF SCHOOLS CLASSIFIED  
ASSOCIATION**

**July 1, 2013 – June 30, 2016**  
EFFECTIVE JULY 1, 2014

## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
PREAMBLE .....	1
I RECOGNITION .....	2
II RETAINED RIGHTS OF THE COUNTY SUPERINTENDENT .....	3
III RIGHTS OF THE EXCLUSIVE REPRESENTATIVE .....	4
Communications with Employees .....	4
Use of the County Superintendent's Facilities .....	4
Consultation .....	4
Information .....	4
Organization Dues and Payroll Deductions .....	4
IV EMPLOYEE COMPENSATION PACKAGE .....	6
Wages .....	6
Salary Schedule .....	6
Step Movement .....	6
Employee Health Benefits Program .....	6
Retired Employee Insurance Benefits .....	8
Travel and Expenses .....	8
Mileage .....	8
Meals and Lodging .....	8
Professional Growth .....	8
V EVALUATION OF CLASSIFIED EMPLOYEES .....	9
VI LEAVES OF ABSENCE .....	10
Regular Sick Leave .....	10
Additional Sick Leave .....	10
Family Sick Leave .....	10
Personal Necessity Leave .....	10
Family Medical Leave Act .....	10
Bereavement Leave .....	10
Industrial Accident and Illness .....	11
Jury Duty Leave .....	11
Military Leave .....	11
Peace Corps Leave .....	11
VII WORK HOURS .....	12
Work Year .....	12
Workday .....	12
Holidays .....	12

## TABLE OF CONTENTS - CONT'D

<u>Article</u>		<u>Page</u>
VIII	ASSIGNMENTS .....	14
IX	VACATIONS .....	15
X	OFFICIAL PERSONNEL FILES.....	17
XI	SAFETY CONDITIONS OF EMPLOYMENT.....	18
XII	GRIEVANCE PROCEDURE .....	19
	General Provisions .....	19
	Grievance Levels .....	20
	Informal Level.....	20
	Formal Level One .....	20
	Formal Level Two.....	21
	Formal Level Three .....	21
XIII	CONCLUSION .....	22
	Completion of Negotiations .....	22
	Severability and Savings.....	22
	Duration of Agreement.....	22
	RATIFIED AND ACCEPTED .....	24
	A Position Classifications .....	25
	B Classified Salary Schedules .....	31
	C Basic Hospital and Medical Plan for Retirees .....	34
	D Professional Growth Credit for Classified Employees .....	36
	E Catastrophic Leave/Continuation of Pay Status .....	40

## PREAMBLE

A. The articles and provisions contained herein constitute a bilateral and binding Collective Bargaining Agreement, hereafter "Agreement," between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS**, hereafter the "County Superintendent" and the **SUPERINTENDENT OF SCHOOLS CLASSIFIED ASSOCIATION**, hereafter the "Association," "Exclusive Representative," or "SOSCA."

B. This Agreement is entered into pursuant to the Educational Employees Relations Act, Government Code §§ 3540 through 3549, hereafter referred to as the "Act."

C. The Association represents members of the classified bargaining unit in their employment relationship with the County Superintendent. No contract between the County Superintendent and an individual employee or group of employees may conflict with the terms of this Agreement.

D. It is the intent of the County Superintendent and the Exclusive Representative that there will be no discrimination in the application of this Agreement. Decisions or actions of either party will not be made on any basis prohibited by law or Policy including, but not limited to, an employee's age, race, sex, marital status, national origin, disability, political affiliation, or organizational activity (or lack thereof) related to the Exclusive Representative.

## **ARTICLE I RECOGNITION**

A. By action of the Kern County Superintendent of Schools Office, the Association has been recognized as the Exclusive Representative of classified employees, hereafter "employee" or "unit member," excluding all management, confidential, supervisory, and substitute employees, and all certificated employees. The unit is composed of the job classifications set forth in Appendix A.

B. It is agreed that neither party to this Agreement shall seek to modify the description of the unit except with respect to the determination of the appropriate placement or exclusion of any newly created job classification. However, the terms of this paragraph does not prohibit changes to the unit by agreement between the County Superintendent and the Exclusive Representative.

**ARTICLE II  
RETAINED RIGHTS OF THE EMPLOYER**

A. This Article is intended to ensure that the County Superintendent retains all rights and powers that have not been limited by the terms of other Articles of this Agreement.

1. It is understood and agreed that the County Superintendent retains all authority, duty, power, right, and responsibility to direct, manage, and control the operations of the Office of the Kern County Superintendent of Schools to the full extent of the law. The exercise of the foregoing authority, duty, power, right, and responsibility by the County Superintendent, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that the terms are in conformance with the law.
2. The County Superintendent retains its right to temporarily amend, modify, or rescind policies and practices set forth in this Agreement in emergency circumstances arising from extraordinary unforeseen events (e.g., earthquake, fire, or flood). The Exclusive Representative shall be notified of the County Superintendent's decision in writing within two days. The County Superintendent agrees to meet with the Exclusive Representative on demand to negotiate the effects of the County Superintendent's decision.

B. The exercise of any right reserved to the County Superintendent herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the County Superintendent's right as to the matter. The Association shall be provided advance written notification when the County Superintendent determines to exercise a discretionary procedure or a reserved right when the County Superintendent's established practice was the non-exercise of the procedure or right.

## **ARTICLE III RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**

### Communications with Employees

A. The Exclusive Representative may utilize the County Superintendent's bulletin boards, employee mailboxes, and e-mail (consistent with the County Superintendent's "Acceptable Technology Use" policy) to communicate with unit members. One copy of any communication that was generated or transmitted utilizing County Superintendent property or equipment shall be provided to the County Superintendent at the time that the material is posted, mailed, or electronically transmitted.

1. The County Superintendent will provide a location for the Association's communications at mutually agreed upon locations.
2. There will be no charge for the utilization of the specified property or equipment except for consumable items (e.g., paper, fasteners, etc.).

### Use of the County Superintendent's Facilities

B. The Exclusive Representative may utilize the County Superintendent's buildings and facilities subject to compliance with Civic Center Act procedures. If the County Superintendent brings in support staff to service the building or facility as a result of the use, the cost, if any, will be negotiated with the Exclusive Representative.

### Consultation

C. The County Superintendent agrees to meet and consult with the Exclusive Representative with regard to those matters specified by the Act.

### Information

D. The County Superintendent agrees to provide the Exclusive Representative with copies of information related to its role as Exclusive Representative upon request as soon as practicable consistent with the County Superintendent's work requirements. All requests shall be in writing and shall be made by the Association President, except that a written request for grievance-related information shall be made by the Association's Grievance Chair.

### Organization Dues and Payroll Deductions

E. Any employee who is a member of SOSCA, or who has applied for membership, may sign and deliver to the County Superintendent a revocable written authorization for deduction of membership dues, initiation fees and general assessments.

1. The County Superintendent will deduct one-tenth of such dues from the regular salary check of the unit member each month for 10 months.

2. Deductions for unit members who sign such authorization after the commencement of a school year will be prorated to complete payments by the end of that school year.
3. Upon remitting the deductions requested by the Association and authorized by the member pursuant to the provisions of this Article, the County Superintendent has fulfilled its entire obligation relative to said deductions.
4. Should a member choose to terminate his or her membership, the member shall notify the Association in writing.



**ARTICLE IV  
EMPLOYEE COMPENSATION PACKAGE**

Wages

A. Salary Schedule. For the 2014-2015 school year, the current Salary Schedule shall be increased by two percent (2%) effective July 1, 2014. The 2014-2015 Classified Salary Schedules shall be attached to this Agreement as Appendix B. The Salary Schedules shall reflect Longevity Service Stipends above an employee's Salary Schedule placement based upon completion of the specified years of service to the County Superintendent as follows:

- 15-year Step - Two percent (2.00%) above the step at which the employee is currently paid.
- 18-year Step - Four percent (4.00%) above the step at which the employee is currently paid.
- 21-year Step - Eight percent (8.00%) above the step at which the employee is currently paid.
- 24-year Step - Twelve percent (12.00%) above the step at which the employee is currently paid. This step is available to any employee who was hired prior to September 2, 1991.
- 27-year Step - Sixteen percent (16.00%) above the step at which the employee is currently paid. The 27-year Step is available only to an employee who was hired prior to July 1, 1989.
- 30-year Step - Twenty percent (20.00%) above the step at which the employee is currently paid. The 30-year Step is available only to an employee who was hired prior to July 1, 1989.

B. Step Movement. An employee shall advance one step in the salary range on which he or she is placed pursuant to Chapter 6.3 of the "Rules of the Personnel Commission."

Employee Health Benefits Program

C. For the 2014-2015 benefit year, the County Superintendent agrees to contribute up to \$1,253.35 per month toward the cost of the employee insurance benefits package (medical, prescription, behavioral health, dental, vision, and life insurance) for a full-time employee and his or her eligible dependent or dependents and for retirees eligible for office paid medical coverage. (Refer to Appendix "C" for eligibility requirements). Each eligible employee shall designate one of the insurance benefit packages below as follows:

Package 1:  
(Office Plan)

SISC Anthem Blue Cross Classic PPO 80-G (\$20 co-pay), including:  
Navitus Prescription @ \$9/\$35 co-pay and Employee Assistance Program  
(EAP) Behavioral Health coverage.

Delta Dental Incentive Plan. (or Delta Dental PPO).

Vision Service Plan C (\$20 co-pay).

<p>Package 2: (Optional)</p>	<p>Life Insurance (\$50,000).</p> <p>SISC Anthem Blue Cross Classic PPO 80-E (\$20 co-pay), including: Express Scripts Prescription @ \$7/\$25 co-pay and Employee Assistance Program (EAP) Behavioral Health coverage.</p> <p>Delta Dental Incentive Plan. (or Delta Dental PPO)</p> <p>Vision Service Plan C (\$20 co-pay).</p> <p>Life Insurance (\$50,000 Employee Only).</p>
<p>Package 3: (Optional)</p>	<p>SISC Anthem Blue Cross Classic PPO 90-C (\$10 co-pay), including: Express Scripts Prescription @ \$5/\$20 co-pay and Employee Assistance Program (EAP) Behavioral Health coverage.</p> <p>Delta Dental Incentive Plan. (or Delta Dental PPO)</p> <p>Vision Service Plan C (\$20 co-pay).</p> <p>Life Insurance (\$50,000 Employee Only).</p>
<p>Package 4 HMO A: (Optional)</p>	<p>SISC Athem Blue Cross Classic HMO 20 (\$20 co-pay), including: Prescription Drugs @ \$5/\$20 co-pay, Chiropractic Coverage at \$10 co-pay for up to 30 visits. Employee Assistance Program (EAP) Behavioral Health coverage.</p> <p>Delta Dental PPO. (or Delta Dental Incentive Plan)</p> <p>Vision Service Plan C (\$20 co-pay).</p> <p>Life Insurance (\$50,000 Employee Only)</p>
<p>HMO B: (Optional)</p>	<p>Kaiser Permanente Traditional Plan (\$15 co-pay), including: Prescription Drugs @ \$15 co-pay, Chiropractic Coverage, at \$10 co-pay for up to 30 visits, and Employee Assistance Program (EAP) Behavioral Health coverage.</p> <p>Delta Dental PPO. (or Delta Dental Incentive Plan)</p> <p>Vision Service Plan C (\$20 co-pay).</p> <p>Life Insurance (\$50,000 Employee Only).</p>

- In the event that the parties do not reach agreement on the Health Benefit Program for the 2015-2016 school year prior to October 1, 2015, the County Superintendent shall pay up to 103% of the County Superintendent's 2014-2015 Health Benefit Program cost.
- An employee who is employed and assigned to work 50% or more, but less than 100%, of a full-time equivalent is eligible to participate in the employee health insurance benefits packages and to receive a pro-rated contribution. The prorated contribution shall be based upon the percentage of the part-time assignment to a regular full-time assignment in the classification.

- Any cost of the employee health insurance benefits package selected by the employee that exceeds the County Superintendent's contribution shall be paid by the employee by payroll deduction on the applicable monthly basis.

#### Retired Employee Insurance Benefits

D. The County Superintendent provides medical insurance benefits for retired employees and dependents where eligible as provided by the KCSOS Administrative Policy and Regulations handbook, Policy 4708 which is attached to this Agreement as Appendix C. Retiree medical coverage is available on a tiered basis only. The County Superintendent will contribute up to \$1,253.35 per month to cover medical (including prescription and behavioral health) insurance under the Office Plan for retirees. Retirees shall pay any difference in premium between the cost of medical insurance under the Office Plan and a buy-up plan based on the appropriate coverage tier.

#### Travel and Expenses

E. Mileage. When the County Superintendent authorizes an employee to use his or her personal automobile on the County Superintendent's behalf, the employee shall be reimbursed at the current Internal Revenue Service ("IRS") rate for mileage driven. If the reimbursement rate is modified by the IRS during the term of this Agreement, the new rate shall be paid, effective as provided in the IRS Regulations.

F. Meals and Lodging. An employee who is on a travel assignment shall receive reimbursement for approved meals and lodging. Meal and lodging reimbursement amounts shall be as provided by the County Superintendent's policy that is in effect on the date of ratification of this Agreement. The employee shall comply with the County Superintendent's requirements relative to reimbursements.

#### Professional Growth

G. An employee may earn salary credits for professional growth as set forth in the County Superintendent's policy entitled "Professional Growth Credit for Classified Employees". The policy is attached to this Agreement as Appendix D.

**ARTICLE V**  
**EVALUATION OF CLASSIFIED EMPLOYEES**

The evaluation of classified employees shall be accomplished consistent with the provisions of Chapter 7.4 of the "Rules of the Personnel Commission."

## **ARTICLE VI LEAVES OF ABSENCE**

A. Employees are eligible for paid and unpaid leaves of absence as summarized in this Article. Detailed rules and procedures are set forth in Chapter 8 of the "Rules of the Personnel Commission."

1. Each regular classified employee is eligible for paid and unpaid leaves of absences as provided by this paragraph:

**Regular Sick Leave:** Paid leave available for illness or injury with unlimited accumulation or for pregnancy and childbirth (Education Code §§ 45191 and 45193), earned on the basis of 12 days per fiscal year for an employee who works five days per week, and 12 months per year. A part-time employee earns a pro-rata amount of leave based upon his or her regular assigned hours.

**Additional Sick Leave:** Per Education Code Section 45196, paid sick leave shall be compensated at not less than 50 percent of the employee's regular salary up to a total of not less than 100 working days of paid sick leave, including days to which the employee is entitled under Section 45191. The paid sick leave authorized under this section shall not include other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

**Family Sick Leave:** Up to six days of leave per calendar year for an eligible employee to attend to the illness of a parent, child, or spouse, charged to the employee's Regular Sick Leave balance (Labor Code § 233).

**Personal Necessity Leave:** Up to the number of days of paid sick leave earned by the employee in a school year upon prior approval, charged to the current year's accrual of Sick Leave (Education Code § 45207). A request for prior approval shall be made at least 48 hours in advance of the leave except in an emergency situation. An employee may request to use the days without specifying the nature of the Personal Necessity.

**Family Medical Leave Act:** An unpaid leave that provides up to 12 weeks in a 12-month period. Benefit levels provided by applicable provisions of California or Federal law.

**Bereavement Leave:** Three days with pay (or five days if travel of more than 300 miles one way or out-of-state is required) on account of the death of a member of the employee's immediate family (Education Code § 45194). Upon request of an employee, the Administrator of Human Resources or designee may grant leave under this section for a relative other than a member of the immediate family as defined on a case-by-case basis. Any grant of leave shall not establish a precedent with regard to any other employee request.

Industrial Accident and Illness: Up to 60 days of paid leave per occurrence to be used prior to regular sick leave (Education Code § 45192) for an approved workers' compensation claim.

Jury Duty Leave: Paid leave for the actual time required for regular jury service (Education Code § 44037).

Military Leave: Unpaid leave as provided by Military and Veterans Code § 395.

Peace Corps Leave: Unpaid leave for an employee who volunteers for service with the United States Peace Corps for up to 24 months (Education Code § 45198).

2. All leaves of absence listed in this paragraph are established and governed by California or Federal law. Except for the issues of whether a listed leave was improperly denied or the amount of leave time was incorrectly calculated, no grievance may be filed or maintained with regard to the listed leaves.

B. An employee may apply for an unpaid leave of absence of up to 12 calendar months for child rearing or for any other purpose that is acceptable to the County Superintendent. The County Superintendent's contribution to the Health Benefits Program terminates on the first day of the month following the month in which the unpaid leave commenced. An employee may maintain eligibility for the Health Benefits Program by making direct payment of the required amount to the County Superintendent on the schedule established by the County Superintendent.

C. The process for application and approval of leaves granted pursuant to this Article shall be consistent with prior practices.

D. An employee who has exhausted all full-paid sick leave may apply for and receive "Catastrophic Illness/Continuation of Pay" status as set forth in Appendix E of this Agreement.

## ARTICLE VII WORK HOURS

### Work Year

A. The work year for unit members shall be as provided by the program to which each employee is assigned.

### Workday

B. The length of the assigned workday shall be as provided by the program to which each employee is assigned. The beginning and ending hours of the workday shall be established by the County Superintendent.

1. An unpaid, duty-free meal period of not less than 30 minutes, nor more than one hour, shall be provided for each employee who has a regular daily assignment of more than five hours. The lunch period may not be reduced or skipped in order to shorten an employee's workday except as provided by the Fair Labor Standards Act.
2. A paid rest break of 15 minutes shall be provided for each four consecutive hours of work.
3. Rest breaks and meal periods shall be scheduled by management as near the midpoint of each work period as practicable, consistent with the County Superintendent's work schedule.

### Holidays

C. Each regular classified employee is entitled to the following paid holidays provided that he or she is in paid status during any portion of the working day immediately preceding or succeeding the specified holiday:

- Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - The day following Thanksgiving Day
  - The day before Christmas Day
  - Christmas Day
  - The day before New Year's Day
  - New Year's Day
  - Dr. Martin Luther King Jr. Day
  - Lincoln Day
  - Washington Day
  - Friday before Easter Sunday
  - Memorial Day
1. When a specified holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday. When a specified holiday falls on a Sunday, the following Monday shall be deemed to be the holiday.

2. When an employee is required to work on a holiday, the employee shall be paid compensation, or given compensatory time off, for such work at the rate of time and one-half the employee's rate of pay in addition to the regular pay for the holiday.



## **ARTICLE VIII ASSIGNMENTS**

- A. All assignments are made based on the office or program needs of the County Superintendent. Employees may be reassigned or transferred voluntarily or involuntarily at the discretion of the County Superintendent. With regard to an involuntary reassignment or transfer:
- B. An affected employee shall be notified in writing as soon as practicable.
- C. Upon request, the appropriate supervisor shall meet with the affected employee to discuss the reason or reasons.
- D. Should an agency partner determine that an employee may not continue in his or her current position (either program or work location), the County Superintendent will reassign or transfer the employee to another program or work location. If information regarding the reason for the determination is provided to the County Superintendent by the agency partner, it shall be forwarded to the employee.

## ARTICLE IX VACATIONS

A. All regular classified employees accrue vacation time.

1. An employee who is paid a monthly salary accrues vacation as follows:

<u>Under 5 years</u>	<u>5-9 years</u>	<u>10 years and over</u>
1.0 day/month (12 days/year)	1.4 days/month (17 days/year)	1.83 days/month (22 days/year)

An employee who is assigned to work less than eight hours per day and/or less than 12 months per year accrues vacation time at the ratio of the employee's assigned hours per day and months per year to a full-time equivalent eight hours per day, 12 months per year.

2.

An employee who is paid on an hourly basis accrues vacation at the applicable ratio of the employee's assigned hours of paid service (excluding overtime hours) as follows:

<u>Under 5 years</u>	<u>5-9 years</u>	<u>10 years and over</u>
.046	.065	.085

3. An employee who is designated as overtime exempt accrues vacation at the rate of 24 days per year.

4. A monthly-salaried employee must be in paid status for at least 50% of the workdays in a month in order to accrue vacation for that month.

5. All scheduled vacation requires advance written approval of the employee's program director or designated manager. For non-exempt employees, no vacation may be taken until it is earned, nor may it be taken in an employee's first six months of service.

6. An employee may carry over a maximum of 10 days to the succeeding year on September 1<sup>st</sup> of each year.

a. An employee who has permanent status and whose work assignment is based on the school year (i.e., 9-month, 10-month, and 11-month employees, and single-track year-round school employees) shall have any accrued but unused vacation balance paid off at the end of the fiscal year, except that a vacation balance of five hours or less shall be carried over to the succeeding fiscal year. Pay of vacation time shall be made in the month of July.

b. An employee who is covered by paragraph A.6.a of this Article may make a written request to have his or her accrued vacation time carried over to the succeeding fiscal year in lieu of the end-of-year payoff, up to a maximum of ten (10) days. The request must be received in Human Resources not later than June 1<sup>st</sup>.

B. Upon completion of five years of regular, continuous employment, an employee shall receive a one-time vacation bonus of five additional vacation days (or pro-rata equivalent for part-time and hourly employees). Upon completion of 10 years of regular, continuous employment, an employee shall receive a one-time vacation bonus of five additional vacation days (or pro-rata equivalent for part-time and hourly employees).

C. At the conclusion of an employee's employment, there is a 20-day maximum of pay for unused vacation days. Days in excess must be utilized while the employee is in regular employment status. In the event of a resignation, the Superintendent (or designee) may approve a payoff that exceeds the 20-day maximum.

**ARTICLE X  
OFFICIAL PERSONNEL FILES**

The official personnel file ("OPF") of each employee shall be maintained at the Human Resources Office pursuant to the provisions of Chapter 7.8 of the "Rules of the Personnel Commission."

**ARTICLE XI  
SAFETY CONDITIONS OF EMPLOYMENT**

A. The County Superintendent shall provide safe working conditions as they relate to facilities and equipment under the County Superintendent's direct control, shall establish safety procedures for employees, and shall provide administrative monitoring of safety conditions. The County Superintendent will attempt to provide safe working conditions as they relate to facilities and equipment that are not under the County Superintendent's direct control but are utilized by employees.

1. The responsibility for safe working conditions is that of the County Superintendent. The responsibility for following safe procedures and practices is that of each employee.
2. An employee shall not be required to work under unsafe conditions or to perform tasks which pose an immediate and serious threat of serious bodily harm to the employee provided that the employee has exhausted all reasonable means to remedy the condition.

B. An employee shall report any unsafe or unhealthy conditions directly to his or her immediate supervisor in writing. An investigation and, where appropriate, corrective action shall be undertaken in a timely manner. Results of the investigation and the action taken shall be reported to the employee in writing within 20 days.

## ARTICLE XII GRIEVANCE PROCEDURE

### General Provisions

A. This procedure is designed to address and assist in the resolution of disputes regarding the application of this Agreement that may arise from time-to-time.

B. The grievant may elect to be represented by the Exclusive Representative at all levels of the grievance procedure and must inform the County Superintendent of such representation prior to the first meeting at which the representative is to be present.

C. The grievant, a bargaining unit representative, and witnesses employed by the County Superintendent, if any, participating in the processing of the grievance shall suffer no loss in pay while attending meetings or appointments necessitated by the grievance which are mutually scheduled by the County Superintendent and the Exclusive Representative.

D. An employee may present a grievance to the County Superintendent and have such grievance adjusted without the intervention of the Exclusive Representative. Any adjustment shall not be inconsistent with the terms of this Agreement.

1. The County Superintendent 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 an opportunity to file a response.

2. An adjustment that is agreed to between a non-represented grievant and the County Superintendent does not create a binding precedent with regard to future interpretation of the particular provision or provisions of the Agreement.

E. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, no grievant shall be entitled to initiate a new grievance on any related matter or occurrence which properly could have been included in the first grievance.

F. The time limit for each level of the grievance procedure is the maximum amount allowed except that time limits may be extended or shortened by mutual agreement of the grievant and the County Superintendent.

1. A grievance that does not adhere to the time limits may not be processed to the next level.

2. Time-lines shall not apply during the Winter and Spring recess periods. In addition, upon the written request of a grievant who does not have a 12-month assignment, the time lines shall not apply during the period between the end of the grievant's assignment for the school year and the beginning of the assignment for the following school year.

G. No reprisal will be taken by the County Superintendent against any grievant or participant in the grievance procedure by virtue of such participation. Forms and documents prepared solely for the processing of a grievance and which would not in the normal course of business be filed in an employee's personnel file shall not be placed therein and shall be maintained in a separate file.

H. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the County Superintendent.

I. If a grievance arises at a level above the Director of the program to which the grievant is assigned or if a grievance is filed by the Association on its own behalf, the initial filing, which shall comply with the requirements of paragraphs L and L.1 of this Article, shall be made at Level Two.

J. If at any time during the pendency of a grievance prior to the conclusion of the Level One process, one or more other grievances are timely filed that involve the same or essentially the same facts and issues, the later filed grievances shall be consolidated with and heard together at the level at which the earlier-filed grievance is then pending.

#### Grievance Levels

K. **Informal Level:** Prior to filing a grievance, the employee shall discuss the problem with the immediate supervisor or Director. The employee and supervisor/Director are encouraged to attempt to resolve the matter. The supervisor/Director shall respond orally within five days of the discussion.

L. **Formal Level One:** Within 10 days of the occurrence of the alleged violation of the Agreement or within 10 days of the discussion at the Informal Level, the grievant shall file the grievance in writing with the Division Administrator of the program to which the grievant is assigned.

1. The grievance form shall include the following information:

- The grievant's name;
- The date of the filing;
- The date of the alleged violation;
- The specific Article of Articles or paragraph or paragraphs violated;
- A brief description of the alleged violation;
- A brief synopsis of the informal conference;
- The specific relief requested; and,
- The grievant's signature.

A grievance form that does not contain the required information shall be rejected as being improperly filed. Such rejection shall not extend the time limits of this Article.

2. Within 10 days of receipt of the grievance, the Administrator shall schedule a meeting with the grievant to discuss the basis of the grievance. Within 10 days of the meeting, the Administrator should issue a written decision regarding the

grievance. If a written decision is not issued by the 10<sup>th</sup> day, the grievance is denied and the grievant may appeal to Level Two.

M. **Formal Level Two:** If the grievance is denied at Level One, the grievant may file a written appeal to the appropriate Assistant Superintendent within 10 days of the Level One denial.

1. The appeal shall contain all materials filed in Level One and the decision, if any, and a statement of the reason for the appeal. The appeal shall proceed by conciliation by the California State Mediation and Conciliation Service.
2. The conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
  - a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
  - b. The conciliator shall not issue any public statements of fact or opinion on the issue.
  - c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
3. The Assistant Superintendent shall transmit a written decision, including the reasons for the decision, to the grievant within 10 days of completion of the conciliation process. If the conciliation has produced a mutually acceptable solution, that solution shall be the formal resolution to the grievance.
4. If a written decision is not transmitted within the specified time limit, the grievance shall be deemed to have been denied.

N. **Formal Level Three:** A grievance that has been denied at Level Two may be appealed to the Superintendent within five days of the Level Two denial. The decision of the Superintendent shall be the final decisions in the grievance process.



## **ARTICLE XIII CONCLUSION**

### Completion of Negotiations

A. This Agreement represents complete collective bargaining and full agreement by the Superintendent and the Exclusive Representative with respect to wages, hours of employment, and all other terms and conditions of employment which shall apply during its term. There shall be no modification of this Agreement except by mutual agreement which shall be committed to writing and attached hereto. The County Superintendent will promulgate rules, policies, or procedures for implementation of this Agreement.

1. This Agreement expresses the entire understanding between the parties and supersedes any and all previous agreements between the parties whether oral or written. Any matter or subject not set forth in this Agreement has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.
2. Except as provided by paragraph A.3 of this Article, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement, and even though such subjects or matter may have been proposed and later withdrawn.
3. The County Superintendent agrees that there will be no change to any "term and condition of employment" that is not set forth in this Agreement (including those contained in the "Rules of the Personnel Commission") as defined in the Act without written notification of the intended change to the Exclusive Representative. The Exclusive Representative must make a written demand to bargain the effect of the change within 10 days of notification that the change is being made or the right of the Exclusive Representative to meet and negotiate as to the specific matter shall be waived. The County Superintendent agrees that it will meet and negotiate at a mutually acceptable time following receipt of the demand.

### Severability and Savings

B. In the event that any provision or provisions of this Agreement are found to be contrary to law by a court of competent jurisdiction, the affected provision or provisions shall be severed from this Agreement. All other provisions of this Agreement shall continue in full force and effect.

### Duration of Agreement

C. This Agreement shall be in full force and effect from the date of final ratification by the parties to June 30, 2016, at which time this Agreement shall expire and become null and void.

1. The Exclusive Representative shall attempt to provide its Initial Proposal for a successor agreement to this Agreement to the County Superintendent prior to March 31 of each contract year. The County Superintendent shall comply with the public notice procedures of the Act thereafter.
2. Negotiations shall commence at a mutually acceptable date not later than 30 days following completion of the public notice process. Negotiations shall take place during the regular work day unless otherwise agreed by the parties. An agenda for each negotiations session shall be established by the end of the previous session.
3. The County Superintendent agrees to provide release time for up to five representatives of the Exclusive Representative. By mutual agreement, additional representatives may be added. Each party shall select its representatives and outside consultants.
4. All agreements shall be reduced to writing and signed by each party as a Tentative Agreement. At the completion of the negotiations process, each party shall submit the complete Tentative Agreement to its constituency along with a recommendation that the Tentative Agreement be ratified.

**RATIFIED AND ACCEPTED**

By their signatures below, the signatories certify that they are authorized representatives of either the County Superintendent or the Exclusive Representative as the contracting parties; that all actions necessary for the County Superintendent or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is entered into without the need for further ratification and acceptance.

For the Public School Employer:

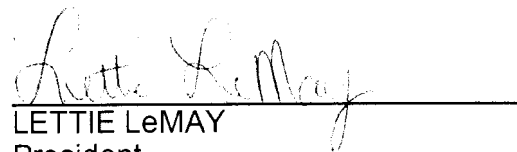
**KERN COUNTY SUPERINTENDENT  
OF SCHOOLS**

  
CHRISTINE LIZARDI FRAZIER  
County Superintendent

Date: 10/17/14

For the Exclusive Representative:

**SUPERINTENDENT OF SCHOOLS  
CLASSIFIED ASSOCIATION**

  
LETTIE LeMAY  
President

Date: 10/20/14

## Appendix A Position Classifications 2014-2015

JOB CLASSIFICATION / POSITION TITLE	SALARY RANGE	ENTRY LEVEL	EXEMPT STATUS	1 YEAR PROBATION
Account Clerk I	38.0	X		
Account Clerk II	40.5			
Account Clerk III	42.5			
Accountant	47.0			
Administrative Secretary I	43.5			
Administrative Secretary II	45.5			X
Administrative Secretary/Legislative Assistant	45.0			
Air Conditioning/Heating Mechanic II	50.0			
Animal Keeper I	36.0	X		
Animal Keeper II	37.0			
Animal Keeper III	39.0			
Assessment Facilitator - Special Education (Bilingual)	40.5			
Automotive Parts Technician	40.5	X		
Benefit Technician Assistant	40.5	X		
Braillist	38.0			
Broadcast Microwave Telecommunications Technician I	54.5			
Business Information Systems Analyst	58.5			
Campus Supervisor	36.5	X		
Career Associate	38.0			
Caretaker - KEEP	42.0	X		
Caretaker/School Bus Driver - KEEP	43.0			
Certified Occupational Therapy Assistant (COTA)	53.0			
Child & Family Services Facilitator	50.0			
Child Care Facilitator	48.0		X	X
Child Development Aide	32.5			
Child Development Associate	32.5			
Child Development Center Aide	30.5	X		
Claims Assistant	42.5	X		
Claims Examiner I	43.5			
Claims Examiner II	46.5			
Claims Examiner III	49.5			
Clerk Typist I	34.0	X		
Clerk Typist II	35.5	X		
Clerk Typist III	37.5			
Contract Review Analyst - Workers' Compensation	52.5		X	X
Cook	36.5			
Cook/School Bus Driver - KEEP	37.5			
Credential Analyst	48.5			
Credentials Technician	42.5			
CSIS - Administrative Secretary	45.0			
CSIS - Client Support Technician	47.0			

CSIS - Data Analyst	58.5		X	X
CSIS - Database Programmer/Analyst	59.5		X	X
CSIS - Database Specialist	60.0		X	X
CSIS - Field Support Specialist	54.0		X	X
CSIS - Field Support Technician	48.5			
CSIS - Implementation Specialist	60.0		X	X
CSIS - Network Support Technician	51.0			
CSIS - Network Systems Engineer	59.5		X	X
CSIS - Network Systems Specialist	55.0		X	X
CSIS - Programmer/Analyst	58.5		X	X
CSIS - Project Manager	56.0		X	X
CSIS - Project Technician	47.5			
CSIS - Testing Analyst	58.5		X	X
CSIS - Testing Specialist	56.0		X	X
CSIS - Usability Designer/Engineer	58.5		X	X
Custodian I	38.5	X		
Custodian II	40.0			
Database Specialist I	50.0	X		
Database Specialist II	55.0			
Database Specialist III	57.5		X	X
Defined Benefit Specialist I	43.5	X		
Dispatcher	45.5			
Early Start Instructional Assistant	38.0			
Early Start Instructional Assistant - Bilingual/Bicultural	39.0			
Early Start Instructional Assistant - Sign Language	39.0			
Educational Assistant-Construction	34.5	X		
Educational Associate	46.0			
Educational Associate - Technology	50.0			
Employee Benefits Technician I	43.5			
Employee Benefits Technician II	46.5			
Employee Benefits Technician III	49.5			
Executive Secretary I	47.5			X
Executive Secretary II	49.5			X
External District Payroll Technician	43.5			
Facilities and Communication Systems Specialist	55.0			
Facilities Planner	57.5			
Facilities Support Operations Specialist	57.5			
Facilities Use and Planning Assistant I	40.5	X		
Facilities Use and Planning Assistant II	43.5			
Family Advocate	34.5	X		
Family Advocate II	38.0			
Family Advocate II - Special Projects	38.0			
Family Services Aide	34.5	X		
Feeding Aide	32.5	X		
Fingerprint Technician	38.0	X		
Flexible Spending Account Specialist I	43.5	X		
Flexible Spending Account Specialist II	46.5			
Flexible Spending Account Specialist III	49.5		X	X

Floor Care Technician	40.0			
Food Production Lead	38.0			
Food Production Planner	37.0			
Food Service Assistant - KEEP	34.0	X		
Food Service Assistant	34.0	X		
Floor Care Technician	40.0	X		
Graphic Artist I	43.0			
Grounds Worker I	39.0	X		
Grounds Worker II	40.5			
Human Resources Assistant	38.5	X		
Human Resources Technician I	40.5	X		
Human Resources Technician II	42.5			
Human Resources Technician III	44.0			
Information Systems Technician	44.5			
Instructional Aide I - Alternative Education	34.5	X		
Instructional Aide I - Reader	34.5	X		
Instructional Aide I - Special Education	34.5	X		
Instructional Aide I - Valley Oaks Charter School	34.5	X		
Instructional Aide II - Bilingual / Bicultural	35.5			
Instructional Aide II - Braille Transcriber	35.5			
Instructional Aide II - Migrant Education Extended Day	35.5			
Instructional Aide II - Sign Language	37.5			
Instructional Aide III - Health	36.0			
Instructional Aide III - Speech Therapy	36.5			
Instructional Aide V - Interpreter for the Deaf	43.0			
Instructional Resource Clerk I	34.5	X		
Instructional Resource Clerk II	38.5			
Instructional Resource Technician	37.5			
Interpreter/Translator	40.0			
ITV Operations Technician II	40.0			
ITV Operations Technician III	43.0			
Labor Compliance Program Manager	55.0			X
Labor Compliance Technician I	38.0	X		
Labor Compliance Technician II	40.5			
Lead Accountant	47.5			
Lead Claims Examiner - Property & Liability	52.5			
Lead Claims Examiner - Workers' Compensation	52.5			
Lead Cook	39.5			
Lead Cook/School Bus Driver	40.5			
Lead Custodian	46.0			
Lead Instructional Resource Clerk	40.5			
Lead Mechanic	48.5			
Lead Naturalist - KEEP	42.0			
Lead Naturalist/School Bus Driver - KEEP	43.0			
Lead School Bus Driver	43.0			
Lead Warehouse Operations	41.0			
Legal Secretary	46.5			
Legal Transcriber/Receptionist	43.0			

Local Facilitator - Safe Schools/Healthy Students	43.0			
Mail Courier/Driver	38.5	X		
Maintenance Worker I	40.0	X		
Maintenance Worker II	42.5			
Management Information Specialist II	52.0			
Management Information Specialist III	54.0			
Mechanic I	40.5	X		
Mechanic II	47.0			
Medi-Cal Administrative Activities (MAA) Account Technician	43.5			
Migrant Community Liaison	43.5			
Naturalist - KEEP	39.5	X		
Naturalist/School Bus Driver - KEEP	40.5			
Network Systems Engineer I	52.0	X		
Network Systems Engineer II	55.0			
Network Systems Engineer III	57.5			
Office Assistant - CALM	35.0	X		
Offset Press Operator	38.0	X		
Paraprofessional - Assessment	35.5	X		
Paraprofessional - Title I	35.5	X		
Payroll Technician	43.5			
Prevention Services Facilitator - KCNC	50.0			
Prevention Specialist - Kern County Gang Prevention Project	54.0			
Prevention Specialist -Safe Schools/Healthy Students Grant	54.0			
Print Production/Service Technician	42.0			
Print Production Manager	45.5			
Production Clerk	35.5	X		
Program Assessment Specialist	46.5			
Program Facilitator I	35.5	X		
Program Facilitator II	40.5			
Program Supervisor	44.5			
Program Support Facilitator	37.0			
Project Facilitator - Information and Health Education	42.0			
Project Facilitator - Instructional Services	42.0			
Project Facilitator - School/Community Partnership	42.0			
Project Facilitator - SELPA	42.0			
Property and Liability Adjuster I	55.5	X		
Property and Liability Adjuster II	59.0		X	X
Property and Risk Management Specialist I	52.5	X		
Property and Risk Management Specialist II	55.0		X	X
Property and Risk Management Specialist III	57.0		X	X
Publications Assistant	40.0	X		
Publications Technician	43.0			
Regional Support Services Aide I	40.0	X		
Regional Support Services Aide II	45.0			
Registered Veterinary Technician	41.5			
Research Associate - Child Development & Family Services	50.0			

Retirement Technician I	40.5			
Retirement Technician II	42.5			
Route Driver	36.5	X		
Safety and Loss Control Clerk	40.5	X		
Safety and Loss Control Specialist I	47.0	X		
Safety and Loss Control Specialist II	52.5			
Safety and Loss Control Specialist III	55.0		X	X
School Bus Driver	40.0	X		
School Clerk	37.5			
School District Facility Services Manager	54.5		X	X
School Readiness Program Manager	54.0		X	X
School Secretary	39.5			
Seasonal Cook - KEEP	36.5	X		
Seasonal Lead Cook - KEEP	39.5			
Seasonal Lead Naturalist - KEEP	42.0			
Seasonal Lead Naturalist/Bus Driver - KEEP	43.0			
Seasonal Naturalist - KEEP	39.5	X		
Seasonal School Bus Driver-KEEP	40.0			
Secretary I	38.0	X		
Secretary II	40.5			
Senior Broadcast Engineer	54.5		X	X
Senior Legal Secretary	48.5			
Shop Foreman	50.5			
Sign Language Specialist	39.0			
SISC Account Manager	55.0		X	X
Special Projects Facilitator - KCNC	42.0			
Special Services Facilitator	43.5			
Student Data Attendance Clerk I	39.5	X		
Student Data Attendance Clerk II	40.5			
Student Data Attendance Specialist	42.5			
Support Services Aide - Migrant Education Extended Day	40.0			
Teacher Support Data Clerk	37.5			
Technical Writer - FCMAT	52.5			
Technology Assistant	43.5			
Technology Support Planner	45.5			
Television Producer I	43.0	X		
Television Producer II	46.0			
Transportation Aide	34.5	X		
Transportation Instructor I	43.0			
Transportation Instructor II	47.0			
Transportation Planner	47.0			
Underwriter/Data Analyst I	47.0			
Underwriter/Data Analyst III	55.0			
User Support Technician Assistant	40.0	X		
User Support Technician	46.0			
Utility Building and Grounds Worker	39.0			
Utility Worker	38.5	X		
Warehouse/Delivery Worker	40.0			



Web Developer	52.5			
Web Production Specialist I	48.0			
Web Production Specialist II	50.5			
Word Processing Specialist I	38.5	X		

## Appendix B Classified Salary Schedule 2014-2015

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F*
30.0	12THLY	1702.00	1788.00	1872.00	1962.00	2054.00	2157.00
	HOURLY	9.78	10.27	10.76	11.28	11.81	12.39
30.5	12THLY	1745.00	1827.00	1918.00	2005.00	2100.00	2205.00
	HOURLY	10.04	10.50	11.02	11.53	12.07	12.67
31.0	12THLY	1788.00	1872.00	1962.00	2054.00	2147.00	2256.00
	HOURLY	10.27	10.76	11.28	11.81	12.34	12.96
31.5	12THLY	1827.00	1919.00	2005.00	2100.00	2199.00	2310.00
	HOURLY	10.50	11.02	11.53	12.07	12.64	13.28
32.0	12THLY	1872.00	1964.00	2054.00	2147.00	2250.00	2362.00
	HOURLY	10.76	11.28	11.81	12.34	12.93	13.59
32.5	12THLY	1919.00	2005.00	2100.00	2199.00	2307.00	2419.00
	HOURLY	11.02	11.53	12.07	12.64	13.26	13.91
33.0	12THLY	1964.00	2054.00	2148.00	2253.00	2362.00	2480.00
	HOURLY	11.28	11.81	12.34	12.95	13.59	14.25
33.5	12THLY	2005.00	2100.00	2200.00	2307.00	2418.00	2540.00
	HOURLY	11.53	12.07	12.64	13.26	13.90	14.60
34.0	12THLY	2055.00	2148.00	2253.00	2362.00	2476.00	2599.00
	HOURLY	11.81	12.34	12.95	13.59	14.23	14.94
34.5	12THLY	2100.00	2200.00	2307.00	2418.00	2529.00	2658.00
	HOURLY	12.07	12.64	13.26	13.90	14.52	15.28
35.0	12THLY	2148.00	2253.00	2362.00	2476.00	2593.00	2726.00
	HOURLY	12.34	12.95	13.59	14.23	14.90	15.67
35.5	12THLY	2200.00	2307.00	2419.00	2529.00	2655.00	2787.00
	HOURLY	12.64	13.26	13.91	14.52	15.26	16.01
36.0	12THLY	2254.00	2362.00	2477.00	2593.00	2724.00	2858.00
	HOURLY	12.95	13.59	14.24	14.90	15.66	16.42
36.5	12THLY	2308.00	2419.00	2529.00	2655.00	2785.00	2923.00
	HOURLY	13.27	13.91	14.52	15.26	16.00	16.80
37.0	12THLY	2364.00	2477.00	2595.00	2724.00	2853.00	2997.00
	HOURLY	13.59	14.24	14.92	15.66	16.40	17.22
37.5	12THLY	2420.00	2530.00	2657.00	2786.00	2923.00	3067.00
	HOURLY	13.91	14.55	15.27	16.01	16.80	17.63
38.0	12THLY	2478.00	2595.00	2726.00	2853.00	2993.00	3144.00
	HOURLY	14.24	14.92	15.67	16.40	17.20	18.07
38.5	12THLY	2531.00	2658.00	2787.00	2923.00	3058.00	3213.00
	HOURLY	14.55	15.28	16.01	16.80	17.57	18.46
39.0	12THLY	2596.00	2727.00	2855.00	2995.00	3141.00	3298.00
	HOURLY	14.92	15.68	16.40	17.21	18.05	18.95
39.5	12THLY	2658.00	2787.00	2925.00	3061.00	3211.00	3369.00
	HOURLY	15.28	16.01	16.81	17.60	18.45	19.36

40.0	12THLY	2727.00	2856.00	2998.00	3143.00	3291.00	3456.00
	HOURLY	15.68	16.41	17.23	18.06	18.91	19.86
40.5	12THLY	2789.00	2926.00	3062.00	3212.00	3364.00	3534.00
	HOURLY	16.02	16.82	17.60	18.46	19.33	20.31
41.0	12THLY	2856.00	2999.00	3143.00	3292.00	3451.00	3623.00
	HOURLY	16.41	17.23	18.06	18.92	19.83	20.82
41.5	12THLY	2926.00	3062.00	3213.00	3365.00	3532.00	3705.00
	HOURLY	16.82	17.60	18.46	19.34	20.30	21.29
42.0	12THLY	3000.00	3143.00	3292.00	3451.00	3616.00	3795.00
	HOURLY	17.24	18.06	18.92	19.83	20.78	21.81
42.5	12THLY	3062.00	3213.00	3365.00	3532.00	3700.00	3886.00
	HOURLY	17.60	18.46	19.34	20.30	21.27	22.34
43.0	12THLY	3144.00	3292.00	3451.00	3616.00	3791.00	3982.00
	HOURLY	18.07	18.92	19.83	20.78	21.79	22.88
43.5	12THLY	3213.00	3367.00	3533.00	3702.00	3878.00	4072.00
	HOURLY	18.46	19.35	20.31	21.28	22.29	23.41
44.0	12THLY	3294.00	3452.00	3616.00	3792.00	3974.00	4172.00
	HOURLY	18.93	19.84	20.78	21.80	22.84	23.97
44.5	12THLY	3367.00	3534.00	3702.00	3878.00	4074.00	4280.00
	HOURLY	19.35	20.31	21.28	22.29	23.42	24.59
45.0	12THLY	3452.00	3618.00	3794.00	3977.00	4173.00	4382.00
	HOURLY	19.84	20.79	21.81	22.85	23.98	25.18
45.5	12THLY	3534.00	3702.00	3880.00	4077.00	4270.00	4484.00
	HOURLY	20.31	21.28	22.30	23.43	24.54	25.78
46.0	12THLY	3618.00	3794.00	3977.00	4176.00	4377.00	4593.00
	HOURLY	20.79	21.81	22.85	24.00	25.15	26.40
46.5	12THLY	3703.00	3880.00	4077.00	4270.00	4485.00	4707.00
	HOURLY	21.28	22.30	23.43	24.54	25.78	27.05
47.0	12THLY	3794.00	3977.00	4176.00	4377.00	4591.00	4821.00
	HOURLY	21.81	22.85	24.00	25.15	26.38	27.70
47.5	12THLY	3880.00	4077.00	4273.00	4485.00	4703.00	4939.00
	HOURLY	22.30	23.43	24.55	25.78	27.03	28.39
48.0	12THLY	3978.00	4176.00	4377.00	4592.00	4816.00	5055.00
	HOURLY	22.86	24.00	25.15	26.39	27.67	29.06
48.5	12THLY	4081.00	4273.00	4486.00	4700.00	4935.00	5183.00
	HOURLY	23.45	24.55	25.79	27.01	28.36	29.78
49.0	12THLY	4177.00	4378.00	4592.00	4816.00	5055.00	5310.00
	HOURLY	24.01	25.16	26.39	27.67	29.06	30.52
49.5	12THLY	4274.00	4487.00	4704.00	4936.00	5177.00	5430.00
	HOURLY	24.56	25.80	27.04	28.37	29.75	31.21
50.0	12THLY	4379.00	4593.00	4816.00	5055.00	5304.00	5570.00
	HOURLY	25.16	26.40	27.67	29.06	30.49	32.01
50.5	12THLY	4487.00	4705.00	4938.00	5178.00	5425.00	5697.00
	HOURLY	25.80	27.04	28.38	29.75	31.18	32.73
51.0	12THLY	4593.00	4817.00	5057.00	5302.00	5565.00	5841.00
	HOURLY	26.40	27.68	29.07	30.48	31.98	33.57
51.5	12THLY	4705.00	4938.00	5178.00	5425.00	5694.00	5979.00
	HOURLY	27.04	28.38	29.75	31.18	32.71	34.36
52.0	12THLY	4820.00	5057.00	5302.00	5565.00	5837.00	6127.00
	HOURLY	27.69	29.07	30.48	31.98	33.55	35.22

52.5	12THLY	4939.00	5179.00	5426.00	5695.00	5979.00	6277.00
	HOURLY	28.39	29.76	31.18	32.72	34.36	36.08
53.0	12THLY	5058.00	5304.00	5563.00	5837.00	6124.00	6431.00
	HOURLY	29.07	30.49	31.97	33.55	35.20	36.96
53.5	12THLY	5180.00	5427.00	5696.00	5981.00	6270.00	6581.00
	HOURLY	29.76	31.19	32.73	34.37	36.04	37.82
54.0	12THLY	5307.00	5567.00	5838.00	6124.00	6425.00	6746.00
	HOURLY	30.50	31.99	33.56	35.20	36.92	38.77
54.5	12THLY	5427.00	5696.00	5983.00	6271.00	6582.00	6909.00
	HOURLY	31.19	32.73	34.38	36.04	37.83	39.71
55.0	12THLY	5568.00	5842.00	6125.00	6427.00	6747.00	7085.00
	HOURLY	32.00	33.57	35.21	36.93	38.78	40.72
55.5	12THLY	5697.00	5985.00	6272.00	6583.00	6906.00	7252.00
	HOURLY	32.73	34.39	36.05	37.83	39.69	41.68
56.0	12THLY	5842.00	6127.00	6428.00	6747.00	7076.00	7432.00
	HOURLY	33.57	35.22	36.93	38.78	40.67	42.72
56.5	12THLY	5986.00	6273.00	6584.00	6908.00	7251.00	7614.00
	HOURLY	34.40	36.06	37.84	39.70	41.68	43.77
57.0	12THLY	6129.00	6429.00	6748.00	7077.00	7428.00	7801.00
	HOURLY	35.23	36.95	38.78	40.67	42.69	44.83
57.5	12THLY	6275.00	6587.00	6909.00	7252.00	7604.00	7987.00
	HOURLY	36.07	37.85	39.71	41.68	43.71	45.90
58.0	12THLY	6432.00	6749.00	7078.00	7430.00	7798.00	8184.00
	HOURLY	36.96	38.79	40.68	42.70	44.82	47.03
58.5	12THLY	6589.00	6914.00	7253.00	7605.00	7987.00	8384.00
	HOURLY	37.87	39.73	41.69	43.71	45.90	48.20
59.0	12THLY	6752.00	7079.00	7433.00	7801.00	8176.00	8585.00
	HOURLY	38.81	40.68	42.72	44.83	46.99	49.35
59.5	12THLY	6915.00	7255.00	7608.00	7989.00	8379.00	8799.00
	HOURLY	39.74	41.70	43.73	45.91	48.16	50.56
60.0	12THLY	7083.00	7434.00	7802.00	8181.00	8586.00	9016.00
	HOURLY	40.71	42.73	44.84	47.01	49.35	51.82

\*F step is a longevity step, which requires 10 years of service with the office and at least one year at step E prior to advancement.

Longevity stipends for completed years of qualified service are paid as follows:

15 years = 2% of base salary  
 18 years = 4% of base salary  
 21 years = 8% of base salary

Employees hired on or prior to 09/01/1991 are eligible for the following stipend:  
 24 years = 12% of base salary

Employees hired prior to 07/01/1989 are eligible for the following stipends:  
 27 years = 16% of base salary  
 30 years = 20% of base salary

## **Appendix C**

### **Basic Hospital and Medical Plan for Retirees**

The office extends office-paid hospital and medical benefits (including prescription and behavioral health) for eligible retirees on the same basis as eligible active employees. The maximum contribution for eligible retirees shall not exceed the County Superintendent's maximum contribution for eligible active employees for medical insurance under the Office Plan based on the appropriate coverage tier. Eligibility requirements are as follows:

1.
  - a. The retiree must have reached the retirement age of 55 years and must be on retirement status with the STRS, if that employee is a member of STRS.
  - b. The retiree must have reached the retirement age of 50 years and must be on retirement status with the PERS, if that employee is a member of PERS.
  - c. The retiree must have reached the retirement age of 50 years and must be on retirement status with the County of Kern Retirement Plan, if that employee is a member of the County of Kern Retirement Plan.
  - d. Office paid benefits terminate at age 65 for those hired after January 1, 1995.
2. The retired employee must have served the county office in a position with a work calendar of 120 days or more for at least the following length of time.
  - a. 10 years if hired on or before July 1, 1989.
  - b. 15 years if hired between July 2, 1989 and December 31, 1994.
  - c. 20 years if hired on or after January 1, 1995.

The retiree must also enter retirement status directly from employment with the Kern County Superintendent of Schools Office, unless that employee was disabled at the time of retirement and this disability prevented that person from having completed the required years of service.

3. The retired employee who has less than the required years of service as defined in #2 above will be allowed to take the Office's hospital and medical plan into retirement at his/her own expense at the monthly premium established by the office for retirees for life and all retirees shall be eligible at their own expense for the Office's dental and vision plans. (Education Code § 7000)
4. Eligible retirees hired before January 1, 1995 must, at age 65, apply, accept and pay for Medicare Part B. Medicare Part A, if available for retirees and/or spouses qualified through Social Security eligibility without cost, must be accepted.
5. A person who is disabled and is so certified by STRS and/or PERS and/or the County of Kern, shall be eligible for the office-paid hospital and medical plan benefits immediately if such disabled employee has had the required years of service with the office at the time of disability certification. Disabled employees

becoming eligible for Medicare benefits because of their disability must accept this Medicare coverage.

6. An eligible dependent(s) is defined as meeting the eligibility requirements of the current insurance carrier.

## Appendix D Professional Growth Credit for Classified Employees

### PROFESSIONAL GROWTH CREDIT FOR CLASSIFIED EMPLOYEES

Professional growth is a meaningful engagement in study, training, and related activities with the purpose of maintaining and increasing the high standards of the classified service employees of the Kern County Superintendent of Schools Office.

It is designed to encourage employees to gain increased knowledge, skills, and understanding in the employee's assignment, provide a basis for consideration for advancement to new positions, and provide the employee with an increased awareness of the importance for greater efficiency needed to fulfill his/her role in the total education of students in the Kern County Superintendent of Schools Office.

#### Provisions for Credit and Compensation

1. Permanent classified employees serving *twenty* or more hours per week and a minimum of *ten* months per year (KEEP employees included) shall be eligible to apply for professional growth credits. Increments earned for professional growth credits will not be prorated on a basis of hours worked in relation to *eight* hours. All eligible with enough approved credits for an increment will receive a full monthly increment. Only classes/workshops completed while in permanent status are eligible for professional growth credit.
  
2. In general, qualifying activities in professional growth may be achieved through participation in any of the following categories: college courses, adult evening school courses, workshops, institute lecture programs, or any other programs as approved by the superintendent/designee. Such courses, workshops or lecture programs, in order to qualify for credit, must directly pertain to and provide the employee with increased knowledge, skills, and understanding in the employee's assignment or in the related occupational group (such as secretarial-clerical; grounds workers and custodians; transportation services). Courses designed for personal pleasure shall not be accepted, and workshops, seminars, lectures or courses that have been compensated by salary (work day) or where the employer has paid expenses shall not be accepted.

Professional growth credit for elective coursework may be granted contingent upon an educational plan submitted prior to the credit request. Professional growth credit is limited to the specific number of units directly related to the pursuit of a degree. All non- elective units within the education plan are subject to professional growth credit.

Revised 5/10

Qualifying activities in professional growth may be submitted to the Professional Growth Review Board for professional growth credit if the application for credit was submitted within three years from the course(s) completion date.

3. A unit for professional growth is normally a college unit and/an equivalent unit for this purpose as defined:
  - a. Unit: The term "unit" shall apply to both regular unit and equivalent unit.
  - b. Regular Unit: The term "regular unit" shall mean semester unit as accepted by colleges and universities. Adult school units will be converted on a 3.3 = 1 ratio.
  - c. Equivalent Unit: The term "equivalent unit" shall mean a unit earned by such other means as may be approved by the superintendent/designee.
  - d. Recorded: The term "recorded" shall mean that the classified service employee has presented an official transcript, grade cards or other approved records for regular units earned, or affidavits or approved report from the supervisor or instructor for equivalent units earned. Such documents will become the property of the Kern County Superintendent of Schools Office and will be retained in the files of the Human Resources Department.
4. An increment of twelve units is required for professional growth compensation. A maximum of eight increments can be gained during an employee's career in this office.
5. The committee, for implementation of the policy, will have the following members as approved by the superintendent: two classified employees, (one SOSCA appointed member, one classified employee appointed by the superintendent), two management level employees, and a Human Resources management staff member.

In order to qualify for any professional growth increment, the Professional Growth Review Board recommends that the classified employee:

- a. Submit a complete application form to the Human Resources Department with educational plan or degree requirements.
- b. Receive approval for professional growth activities from the Professional Growth Review Board.
- c. An official transcript must be submitted at every other increment, beginning with the second increment, i.e., second, fourth, sixth, and eighth increments. Submission of the official transcripts will be required prior to those increments being awarded.
- d. An application for an increment completed during the fiscal year will not become effective until the first month following the month in which the review board approves the application except that the starting date may be awarded retroactive to the first month following submission of the application if the review board meeting is unavoidably delayed. The employee shall submit with the application, transcripts or grade slips which verify that the twelve semester units of course work and/or professional activities were satisfactorily completed; that is, that a grade of "C" or better or of "pass" was received on each.

Transcripts or grade slips submitted to the Human Resources Department without an application attached shall not be accepted; it is recommended that proof of satisfactory completion of units shall be turned in within six weeks of completion of the professional growth activity with the completed application. Units



completed but not promptly submitted will not be accepted for retroactive credit, but may be considered for the current year henceforth if completed during a period during which the employee is eligible.

- e. One workshop, seminar, lecture or course unit shall be defined in terms of regular units or equivalent units.

- 1) Regular Unit: The term shall mean a semester unit or equivalent quarter units as accepted by colleges and universities, adult school units will be converted on a 3.3 = 1 ratio.
- 2) Equivalent Unit: The term shall mean a unit earned by such other means as may be approved by the superintendent/designee. In general, fifteen or more approved clock hours would be required for one unit.

6. An employee who changes job classification with the Kern County Superintendent of Schools Office shall have prior approved professional growth credit carried forward (credited) for the record within the maximum limits of this policy. Staff employed or promoted to the level of coordinator or above are not eligible for professional growth credit.
7. After each completed increment has been approved, compensation shall be increased by \$360 per year starting with the next month following date of approval. Increments are cumulative in pay through the maximum of eight increments during a career in this office.

The superintendent will determine additional rules, regulations, and administrative procedures with proper supplements to the classified handbook as necessary.

8. The professional growth increment is separate from the regular salary schedule and will be reviewed periodically.

Revised 5/10

### **Professional Growth Application**

Professional growth is offered to permanent classified employees serving 20 hours or more per week for a minimum of 10 months per year in their permanent position. Qualifying activities may be achieved through participation in any of the following categories: college courses, adult school courses, workshops, institute lecture programs, or any other programs approved by the superintendent/designee. Courses taken during a paid workday or where the employer has paid the expenses shall not be eligible for professional growth credit. Prior course approval is recommended, as not all courses will be eligible for professional growth credit. The completed application must be submitted to the Human Resources Department. Application for credit must be submitted within three years of course(s) completion date.

**A. I am taking the following class(es) for:**

- D Professional growth applicable to my current position.
- D Increased knowledge and skills in my related occupation.
- D Toward attainment of a college degree:
  - Educational plan or degree requirements must be submitted with first application.
  - Official transcript required with every other increment.

B. Name, address, telephone number of college/school/agency attended: \_\_\_\_\_

C. I have completed the following courses within the last three years and certify these courses meet the above criteria.

<u>Course Title</u>	<u>Units</u>	<u>Course #</u>
<u>Date Courses Taken</u>		

Example:

Child Health/Safety/Nutrition Summer 2010	3	CHDV B49
--	---	----------

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Employee's Signature  
Date Submitted

Position/Title/Dept.

Employee's Name (printed)

Director/Adminis  
trator's  
Signature  
(Optional)  
Revised 5/10

## **Appendix E Catastrophic Leave/Continuation of Pay Status**

A. Catastrophic leave pay may be available to a classified employee as set forth herein pursuant to the provisions of Education Code § 44043.5, inclusive. Catastrophic leave pay shall consist of the amount of sick leave credit, vacation time, or compensatory time off credits that are donated to the affected employee by other employees.

1. Donations of sick leave credit shall be made in blocks that are equivalent to one day of leave for the donating employee. As provided by Education Code § 44043.5(d)(3), the transfer of eligible leave credits is irrevocable.
2. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to five days (e.g., full-time employee = 40 hours) following the donation.
3. Donations of vacation time, compensatory time off credits or surplus work days shall be made in blocks of not less than one day per donating employee.
4. The donating employee must be a current active employee of the Kern County Superintendent of Schools.

B. For the purpose of calculating credits for an employee who receives catastrophic pay, the following shall apply:

1. Leave Donations will be based on an hour-for-hour basis. The rate of pay associated with either the donating employee or the recipient will not be a factor in determining the amount of leave time donated.
2. The receiving employee must be off duty for a minimum of 20 consecutive work days related to the catastrophic leave prior to receiving catastrophic leave donations.
3. The receiving employee must have exhausted all paid leave available to them (e.g., sick leave, vacation time, compensatory time) prior to receiving catastrophic leave donations.
4. The receipt of donated time credits under this program shall not serve to extend or modify the terms or limitations of Article VI, Leaves of Absence, related to Extended Sick Leave or Education Code § 45196. However, at the written request of the employee, donated time credits shall be coordinated with differential pay during a period when the employee is on Extended Sick Leave in order to mitigate the impact of the deduction of the substitute's pay from the employee's regular pay. Further, at the written request of the employee, donated time credits shall be coordinated with Family Medical Leave Act ("FMLA") benefits in order to provide a continuation of income, or to provide an extension of contributions for the Employer's health insurance package, or both during the period when the employee does not receive regular wages from the Employer.

5. Catastrophic Leave donations used to provide an extension of contributions for the employee's portion of health insurance premiums will be calculated based upon the value of the donating employees time. The donating employee's hourly rate multiplied by the number of hours donated will determine the dollar value of the donation in regards to covering health insurance premiums only.

C. The employee shall fill out an application form for catastrophic leave and shall attach a written statement and verification from a licensed physician or practitioner indicating the nature and extent of the illness or injury, the projected date of the employee's return to work, and a statement that the employee is medically unable to work due to the illness or injury.

1. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that require the employee's absence from work. Finally, the employee shall be allowed and required to utilize all of the employee's available regular sick leave as set forth in Article VI of this Agreement prior to the receipt of donated time credits.

2. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, donated leave credits shall not serve to extend an employee's leave beyond the maximum allowed under the provisions of Extended Sick Leave as provided by Article VI of this Agreement.

D. The term "catastrophic illness or injury" shall be defined as set forth in Education Code § 44043.5(a)(1) which states:

“‘Catastrophic illness’ or ‘injury’ means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.”

E. Once an employee has returned to work from a leave for which he or she received Catastrophic Leave pay, the Catastrophic Leave application is no longer valid. A new Catastrophic Leave application, including updated medical certification, will be required if additional catastrophic leave donations are needed.