



**SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION**

3350 Education Drive, San Luis Obispo, CA 93405

(805) 543-7732 \* (805) 541-1105

[www.slocoe.org](http://www.slocoe.org)

*Human Resources Department*

**TENTATIVE AGREEMENT**

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION (SLOCOE)  
AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS SAN LUIS  
OBISPO CHAPTER #444

Collective Bargaining Agreement 2021-2024

June 2024

The parties agree to the following changes in the 2021-2024 CSEA Agreement.

**ARTICLE II: RECOGNITION**

2.6 The employees currently assigned in the classification of “Confidential Human Resources Specialist”, “Confidential Human Resources Administrative Assistant” and “Superintendent’s Confidential Executive Assistant” shall be considered confidential employees, not in the Association bargaining unit, based upon the significant work and responsibilities that define them to be confidential employees based upon California Government Code standards for such positions in classified service.

2.7 ~~The confidential position currently in the Human Resources Department entitled “Confidential Administrative Assistant” shall become an Association bargaining unit position entitled “Administrative Assistant III” upon it becoming vacant.~~

The job classification of Mental Health Therapist shall be added to positions covered within the CSEA represented classified bargaining unit. All Articles of the CSEA collective bargaining agreement shall be applicable unless otherwise specified in the collective bargaining agreement. The following Articles and Sections shall be excluded and do not apply to the Mental Health Therapist job classification:

Article V: Hours – 5.2 Differential Pay; 5.3 Breaks and Lunch; 5.5 Overtime; 5.6-5.10 Compensatory Time.

Article VIII: 8.1 Vacation – Mental Health Therapist employees shall accrue vacation in accordance with the classified Mental Health Therapist salary schedule.

## ARTICLE III: SALARY

- 3.1 ~~Effective January 1, 2022, the bargaining unit salary schedule (including all steps, columns, ranges, etc.) shall be increased by 2%.  
Effective July 1, 2022, the bargaining unit salary schedule (including all steps, columns, ranges, etc.) shall be increased by 2%.~~

Effective July 1, 2024, the 2023/24 Salary Schedule for Classified Positions in the Bargaining Unit shall be increased by 3% and revised as follows:

1. Grades 5 through 20, including all steps, columns, ranges, etc. shall be eliminated.
2. Job Classifications in Grades 5 through 16 will be reallocated to Grade 21.
3. Job Classifications in Grades 17 through 20 will be reallocated to Grade 22.
4. Job Classifications in Grades 21 through 22 will be reallocated to Grade 23.
5. Job Classifications in Grade 24 will be reallocated to Grade 25.
6. Current bargaining unit members (identified in 1. through 5. above) shall be placed at a step no less than the equivalent of their current salary (inclusive of the 3% increase) and if eligible a 3% step increase for the current year of service completed (2023-2024).
7. The bargaining unit salary schedule shall include six (6) additional steps beyond step 19 marked as steps 20 through 25. Steps 20 through 25 will have a 3% difference between each step.
8. The following job classifications shall be removed from the 2023-24 bargaining unit salary schedule: Courier, Fingerprint Technician, Food Service Assistant, Job Coach, Job Placement Coordinator, , Instructional Assistant – Emotionally Disturbed & Alternative Education, Instructional Assistant – Migrant Education, Migrant Education Program Assistant – Bilingual, Lead Food Service Worker, Lead Migrant Education Services Specialist/Recruiter – Bilingual, Paraeducator, Security Assistant, SELPA Administrative Specialist.

Effective July 1, 2025, the 2024/25 Salary Schedule for Classified Positions in the Bargaining Unit (including all steps, columns, ranges, etc.) shall be increased by 2%.

Effective July 1, 2026, the 2025/26 Salary Schedule for Classified Positions in the Bargaining Unit (including all steps, columns, ranges, etc.) shall be increased by 2%.

Both parties met to discuss and evaluate the potential implementation of the CA Department of Education's Classified Summer Assistance Program and determined that it would not be implemented at this time.

### Professional Growth

#### Qualifications and Procedures for Obtaining Increment Credit

- 3.15 Eligibility for Participation in the Program - All permanent classified, non-management employees of the San Luis Obispo County Office of Education are eligible to participate. Employees must have gained permanence in a bargaining unit job classification.

## ARTICLE V: HOURS

The following sections shall be excluded and do not apply to the Mental Health Therapist job classification:

5.2 Differential Pay

5.3 Breaks and Lunch

5.5 Overtime

5.6-5.10 Compensatory Time.

### SLOCOE REMOTE WORK GUIDELINES FOR EMPLOYEES

5.1.5 Scope: This article applies to eligible classified employees whose work location includes work sites other than SLOCOE, school districts, or SLOCOE approved locations.

Remote work does not change the duties, obligations, responsibilities or the terms and conditions of employment.

Working remotely is a revocable agreement between the eligible classified employee and the employee's division director and direct supervisor to work from locations other than SLOCOE, LEA, or SLOCOE approved locations no more than 50% of assigned/scheduled work time with appropriate approvals.

Eligible classified employees who require remote work greater than 50% of assigned work time should apply through the reasonable accommodation process.

Eligible employee within allowable work assignments are those who:

- are not ~~in probationary status or~~ on an employee performance improvement plan;
- consistently demonstrated the ability to work independently;
- meet performance expectations; and have completed their mid-probationary evaluation with an overall rating of meets or exceeds in all areas.
- serve in job assignments that are suitable for remote work and as defined and approved by SLOCOE.

5.1.6 Remote Work Agreement: Eligible employees may work remotely on a regular or temporary basis subject to SLOCOE's and the direct supervisors' discretion.

Employees approved for remote work shall comply with all existing SLOCOE office policies, administrative regulations, work schedules, and job assignments. Approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

Employees approved for remote work acknowledge and agree that they may be required to report in -person on a remote work day arising from unforeseen operational need or from negative impacts to the COE's network such as a disruption or security breach. The SLOCOE allows for

reasonable provisions, on a case by case basis, for employees to report to work in person, who may be experiencing extenuating circumstances.

Unless otherwise approved in advance by the Superintendent or designee, employees working remotely shall do so within regular work hours established for the position. Employees are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work. Employees shall notify their supervisor and follow the appropriate absence management procedures when unable to perform work assignments due to illness or other qualifying circumstances.

Employees are responsible for any home related increase in costs due to working remotely.

Classified employees requesting to work remotely must submit a request in writing to the immediate supervisor and division director. The request should state the classified employee's plan to adhere to the requirements in this article and the policies referred to herein.

A remote work agreement may be revoked at any time at the discretion of the Superintendent, designee, division director or supervisor with a five (5) day notice. The decision to approve, deny, or revoke remote working agreements is not subject to the grievance procedure ~~and all decisions are final~~.

## ARTICLE VII: LEAVES OF ABSENCE

### Immediate Family Defined

7.33 For the purpose of this Article, immediate family shall be defined as: mother, father, mother-in-law, father-in-law, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, registered domestic partner, and the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any relative of the employee living in the immediate household of the employee. Step or foster relations are included in these definitions. Reproductive loss events are also covered under this definition.

## ARTICLE VIII: VACATIONS

8.3.4 When an employee's accumulated vacation accrual balance exceeds 200 hours, SLOCOE will send a notification to the employee and employee's supervisor notifying them to schedule vacation and the employee off work. When an ~~twelve-month~~ employee's accumulated vacation time exceeds 240 hours, the Employer, at its option, will work with the employee within 30 calendar days to schedule the employee off work or pay the employee for the excess vacation time. If no agreement is made to schedule the employee off work, the Employer and/or supervisor may impose/require and schedule the employee off work for an appropriate number of hours necessary to reduce the employee's accumulated vacation time below 240 hours. With their supervisor's approval, an employee may utilize vacation time that is not yet accrued provided that it is within the current year's accrual. Requests must be in writing before

the start of the vacation. No advance of vacation time into future years' accruals will be permitted.

- a. Instructional-year employees shall be paid for earned and unused vacation at the end of each school year.
- b. If, for any reason, the Employer requires that an employee shorten a previously scheduled vacation, and the vacation cannot be rescheduled within the same fiscal year, the Employer shall pay the employee for the amount of vacation that cannot be carried over to the subsequent fiscal year.
- c. If an employee is on vacation and the Employer requires the employee to return from vacation prior to the employee's scheduled return date, then all hours worked between the return date and the scheduled return date shall be compensated at the employee's regular rate of pay plus time and one-half. Attempts will be made to reschedule vacation time.
- d. Revised section paragraph in 8.3.4 will be implemented for the 2024-25 contract year and shall continue, if parties mutually agree in subsequent years (2025-26 and 2026-27) of the 2024-2027 collective bargaining agreement.

## ARTICLE IX: HOLIDAYS

9.1 Employer agrees to provide the following ~~13~~14 paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Day
- President's Day
- Memorial Day
- Juneteenth (June 19) Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Two additional days during the winter recess

## ARTICLE XI: EVALUATION PROCEDURES

- 11.2 The evaluation shall be made on a standard form which is provided for this purpose (Appendix F). The Exclusive Representative shall be notified of any proposed change of the evaluation form.

A committee will be formed for the purpose of reviewing, evaluating, and revising the existing evaluation form(s). The committee will be comprised of two (2) members from the classified bargaining unit, designated by the Association President, and two (2) members from SLOCOE management, designated by the County Superintendent and/or designee. The committee shall complete this no later than February 28, 2025.

## ARTICLE XIV: ASSOCIATION RIGHTS

- 14.10 An additional ten (10) hours of release time annually shall be granted to the association President or a designee not on the association's Executive Board. This release time shall be for the purpose of visiting work sites where classified employees are assigned, and shall be taken in increments of ½ day or less of the employee's daily work assignment. Request for the use of this release time shall be provided to the immediate supervisor fifteen (15) days prior to the intended use. This release time should be scheduled as to not disrupt the work load or ~~require a substitute~~ disrupt operational need. A verbal report shall be given to the Chief Human Resources Officer regarding sites visited.

## ARTICLE XVII: CONCLUSION

### Duration of Agreement

- 17.8 This Successor Agreement shall become effective July 1, ~~2021~~2024, and shall be in full force and effect through and including June 30, ~~2024~~2027 and shall continue in effect from year to year thereafter, unless one of the parties notifies the other in writing no later than March 15, ~~2024~~2027 of its intent to modify or amend this Agreement. For contract years ~~2022-2023~~2025-26 and ~~2023-2024~~2026-27, the parties may each re-open two (2) Articles, for interest-based negotiations. For the Fiscal Years ~~2023-2024~~2025-26 or 2026-27, if ongoing revenue increase SLOCOE's reserve for economic uncertainty of 5% or more on either a Fiscal Year Budget or Interim report presented to SLOCOE's Board of Trustees, parties will re-open negotiations to discuss items in Article III-Salary.

By mutual agreement of both parties, negotiations may be reopened on any Article.

In years two and three, both parties shall exchange initial proposals for negotiations no later than May 15th of each year. Negotiations shall be scheduled in sufficient quantity to allow completion prior to the end of each calendar year.

- 17.8.1 Negotiations shall be conducted using interest-based techniques facilitated by an outside neutral facilitator selected by mutual agreement of the parties. Both parties agree that negotiation teams will complete interest-based bargaining training by May 15, 2025.

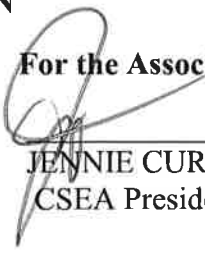
**RECOMMENDED FOR RATIFICATION**

**For the Employer:**

  
\_\_\_\_\_  
THOMAS E. ALVAREZ  
Chief HR Officer

6/14/24  
\_\_\_\_\_  
DATE

**For the Association:**

  
\_\_\_\_\_  
JENNIE CURTO  
CSEA President

6/14/24  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
SAMUEL OGREN  
CSEA Labor Representative

\_\_\_\_\_  
DATE

**ACCEPTED AND RATIFIED**

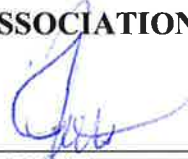
By their signatures below, the signatories certify that they are authorized representatives of either the Employer or the Exclusive Representative as the contracting parties; that all actions necessary for the Employer or the Exclusive Representative to ratify and accept this Agreement as a binding and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

**SAN LUIS OBISPO COUNTY  
SUPERINTENDENT OF SCHOOLS**

  
\_\_\_\_\_  
JAMES J. BRESCIA, ED.D.  
County Superintendent

DATE: 7/9/24  
\_\_\_\_\_


**SAN LUIS OBISPO COUNTY  
SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER 444**

  
\_\_\_\_\_  
JENNIE CURTO  
CSEA President

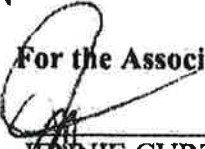
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**For the Employer:**

  
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THOMAS E. ALVAREZ     6/14/24  
Chief HR Officer     DATE

**For the Association:**

  
\_\_\_\_\_  
JENNIE CURTO     6/14/24  
CSEA President     DATE

  
\_\_\_\_\_  
SAMUEL OGREN     6/14/24  
CSEA Labor Representative     DATE

**ACCEPTED AND RATIFIED**

By their signatures below, the signatories certify that they are authorized representatives of either the Employer or the Exclusive Representative as the contracting parties; that all actions necessary for the Employer 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 hereby entered into without the need for further ratification and acceptance.

**SAN LUIS OBISPO COUNTY  
SUPERINTENDENT OF SCHOOLS**

  
\_\_\_\_\_  
JAMES J. BRESCIA, ED.D.  
County Superintendent

DATE: 7/9/24

**SAN LUIS OBISPO COUNTY  
SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER 444**

  
\_\_\_\_\_  
JENNIE CURTO  
CSEA President

DATE: 7/9/24





**MEMORANDUM OF UNDERSTANDING**  
SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SAN LUIS OBISPO  
CHAPTER #444 (together CSEA)  
June 2024

The parties agree to the following:

This Memorandum of Understanding is entered into by and between the San Luis Obispo County Office of Education (hereafter “SLOCOE”) and the California School Employees Association (CSEA) and its San Luis Obispo Chapter #444 (hereafter “CSEA”) regarding employee retention.

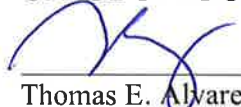
SLOCOE has reached a tentative agreement with CSEA offering a one-time, retention payment (remuneration) to each bargaining unit member. As such below are the revised **TERMS** in relation to the one-time retention payment:

A one-time, retention payment (remuneration) in the amount of **\$3,000** (-minus the applicable statutory payroll taxes) will be paid to each bargaining unit member who has a full-time equivalency (FTE) of **more than 0.5 FTE**, is in employed paid status as of August 1, 2024, and was in employed paid status during the 2023-2024 fiscal year.


A one-time, retention payment (remuneration) in the amount of **\$1,500** (-minus the applicable statutory payroll taxes) will be paid to each bargaining unit member who has a full-time equivalency (FTE) of **0.5 FTE or less**, is in employed paid status as of August 1, 2024, and was in employed paid status during the 2023-2024 fiscal year.

The retention payment (remuneration) is one-time for the 2024-25 work year only, and does not set precedence and cannot be applied to any other situation.

SAN LUIS OBISPO COUNTY  
OFFICE OF EDUCATION

  
\_\_\_\_\_  
Thomas E. Alvarez, Chief HR Officer  
Date 6/14/24

CSEA AND ITS SAN LUIS  
OBISPO CHAPTER #444

  
\_\_\_\_\_  
Jennie Curto, Date 6/14/24  
CSEA President

\_\_\_\_\_  
Samuel, Ogren, CSEA Date  
Labor Relations Representative



**MEMORANDUM OF UNDERSTANDING**  
**SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION**  
**AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SAN LUIS OBISPO**  
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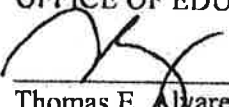
SLOCOE has reached a tentative agreement with CSEA offering a one-time, retention payment (remuneration) to each bargaining unit member. As such below are the revised **TERMS** in relation to the one-time retention payment:

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SAN LUIS OBISPO COUNTY  
OFFICE OF EDUCATION

  
Thomas E. Alvarez, Chief HR Officer  
Date

6/14/24

CSEA AND ITS SAN LUIS  
OBISPO CHAPTER #444

  
Jennie Curto,  
CSEA President

6/14/24  
Date

  
Samuel, Ogren, CSEA  
Labor Relations Representative

6/14/24  
Date