

AGREEMENT

between

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1021

and

SONOMA COUNTY  
SUPERINTENDENT OF  
SCHOOLS

SONOMA COUNTY BOARD  
OF EDUCATION

July 1, 2011

through

June 30, 2014

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## **PREAMBLE**

This Agreement is entered into by the Sonoma County Superintendent of Schools, Sonoma County Board of Education, and Local 1021, Service Employees International Union, herein referred to as Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Superintendent, the Board and the Union, to provide for equitable and peaceful adjustments of differences, which may arise, and to establish wages, hours and other terms and conditions of employment.

The parties to this Agreement acknowledge that this Agreement constitutes the result of meeting and negotiating in good faith as prescribed by Chapter 10.7, Section 3540 et. seq. of the Government Code of California and further acknowledge that all matters upon which the parties reached agreement are set forth herein.

## ARTICLE 1 - RECOGNITION

1. Bargaining Unit:

The County Office recognizes Local 1021 SEIU, as the exclusive bargaining agent for the Non-Supervisory Classified Unit. The bargaining unit consists of the following County Office employees:

All County Office classified employees listed in Appendix A., excluding temporary employees as defined in the Contract and Merit Rules.

2. County Superintendent:

SEIU Local 1021 recognizes that the County Superintendent of Schools is the employer for the County Office. The County Office and the Union recognize that the classified employees represented by SEIU 1021 who work in the Special Education Local Plan Area (SELPA) are employees of the County Superintendent, and are therefore covered by the provisions of this agreement.

3. New Positions:

All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the non-supervisory classified bargaining unit. This shall not include positions created within other units. The County Office agrees to consult with the Union regarding appropriate salary ranges for all newly created job classifications represented by the unit. The County Office agrees to meet and consult with the Union regarding appropriate salary ranges for all newly created job classifications represented by the unit prior to advertising to fill a position.

## ARTICLE II - DEFINITIONS

1. Anniversary Date: The date upon which an employee is granted an earned salary increment.
2. Appointing Authority: The Board, County Superintendent, or designee having the power by lawfully delegated authority to make appointments to or removal from positions in the County Office classified service.
3. Bargaining Unit Member: Any classified employee in a classification listed in Appendix A and, any classified employee working at least ten (10) hours per week at the Sonoma Development Center in the Adult Education Program.
4. Board: The Sonoma County Board of Education.
5. Continuous Service: Includes all continuous time worked for the County Office under any type of employment.
6. Compensatory Time Off: Is leave with pay time that may be accrued as provided for in this Agreement.
7. County Office: The Sonoma County Superintendent of Schools and his/her staff and includes the Board when required by law and the Personnel Commission as required by the Merit Rules.
8. Day: Any day, Monday through Friday inclusive, in which the central office of the County Office is open for business.
9. Domestic Partners: Generally two persons living together who are economically responsible to each other and for each other's medical expenses and other common necessities of life to the same extent as if they were in a legally recognized spousal relationship. See Appendix H for a more complete definition.
10. Duty-Free Meal Period: A set period of time that an employee is free to leave the work site and is not considered as time worked.
11. Emergency: An emergency occurs when the performance of County Office functions or services necessary to protect or preserve the lives, safety, health, or property of the County Office is threatened.
12. Employee: Any person legally employed by the County Office and a member of the bargaining unit represented by the union.
13. Hours Worked: All time the employee is engaged in duties and activities required by the County Office and pursued necessarily and primarily for the benefit of the County Office, except when an employee is on paid release time for union activities as provided for in this Agreement.
14. Immediate Family: The spouse, domestic partner, sister, brother, son-in-law, daughter-in-law of the employee; mother, father, daughter, son, grandmother, grandfather, grandchild of the employee or spouse of the employee; or any relative living in the immediate household of the employee; or anyone who, over a period of time, has held the place of such a member.

15. Non-Duty Free Meal Period: A period of time that an employee is entitled to eat but is required to stay at the work site and must be willing to work if so required. A non-duty free meal period shall be considered time worked.
16. Pay Period: The fixed, regularly, recurring period which normally falls between the first and last day of the month.
17. Pay Status: Whenever an employee is at work, excluding a duty -free period such as lunch; absent on a paid holiday; absent on leave with pay; or absent on authorized compensatory time off.
18. Probationary Period: The trial period immediately following an original or promotional appointment to a permanent position from an eligibility list.
19. Promotion: A change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.
20. Salary Range: A series of consecutive salary steps that comprise the rate of pay for a classification.
21. Seniority: The first date of paid service in a regular position (probationary or permanent) within a classification or a higher classification shall determine seniority.
22. Separation: Leaving a position; includes resignation, dismissal, layoff or retirement.
23. Suspension: An enforced absence of an employee without pay for disciplinary purposes or pending investigation of charges made against an employee.
24. Temporary: Employment on a basis other than permanent or probationary; i.e., in limited-term or provisional status.
25. Union: Service Employees International Union, Local 1021.
26. Workday: A twenty-four (24) hour period that begins with the start of a work shift.
27. Work Shift: The hours that an employee is scheduled to work within a workday.

## ARTICLE III – UNION SECURITY

### 1. Dues Check-Off:

- a. Payroll Deduction: The County Office agrees to deduct all Union dues, service fees, insurance premiums and assessments from the pay of those employees who have authorized that such deduction be made and as provided in Section 3 of this Article. The amounts deducted shall be remitted promptly to the Union or its designee, with an alphabetical list of the employees from whom deducted. The list shall include the employee's name, and dues or service fees deduction amount.
- b. Dues Check Off Reinstatement: The County Office shall not deduct dues or service fees during periods that an employee is separated from the bargaining unit, but shall reinstate dues deduction or service fees upon the return of the employee to the bargaining unit. The term separation from the bargaining unit includes transfer out of the unit, layoff, and a leave of absence without pay with duration of more than thirty (30) days.

The Human Resources Department will notify the Union whenever an employee is transferred out of the bargaining unit, laid off, or goes out on a leave without pay for more than thirty (30) days, including the length of the leave of absence.

### 2. Maintenance of Membership:

A union member may terminate their membership after the expiration of this agreement by giving written notice to the Union and the County Office during the thirty (30) days prior to the expiration of this Agreement.

Each employee who is a member and who decides to terminate membership shall become a service fee payer and the County Office shall continue payroll deduction for the amount of the service fee.

### 3. Fair Share Service Fee:

- a. A Fair Share Service Fee provision consistent with State law has been implemented and is applicable to all employees in the bargaining unit. Under this fair share service fee provision, union membership remains voluntary, however, if an employee decides not to join the Union the employee shall pay the service fee as provided in this article. Such service fee shall pay for the organizational services rendered by the Union. The only exception to the payment of such service fee is as follows:

Exception: The employee may execute a written declaration that the employee is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to the joining or financially supporting any public employee organization as a condition of employment; and pay a sum equal to the fair share service fee to one of the negotiated non-religious, non-labor, charitable funds, as listed below, that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

- (1) A public school program of the employee's choice
- (2) Sonoma County Child Abuse Council
- (3) United Way for North Bay
- (4) The Sonoma County Foundation
- (5) The Adaptive Device Technology Program

- b. The amount of the service fee shall be determined in accordance with Section 32991 of the regulations of the Public Employment Relations Board and Fair Share Service Fee payers shall be notified concerning such fees (Regulation 32992) and the appeal and escrow provisions of Sections 32994, 32995, and 32996 of such regulations.
  - c. If the form authorizing payroll deduction is not returned to the County Office within thirty (30) calendar days after receipt by the employee, and the Union dues, fair share service fee, or charitable contribution required under this article are not received, the Union may enforce this fair share service fee provision through Small Claims Court. Upon receipt of a judgment in favor of the Union the County Office agrees to deduct the service fee by payroll deduction as provided in this agreement.
  - d. In the event the employees in the bargaining unit represented by the Union vote to rescind "Fair Share Service Fee" the provisions of this Article, Sections 1 and 2 shall apply to dues-paying members of the Union.
4. Union Obligations:  
The Union shall comply with all applicable statutory and Public Employment Relations Board requirements and to furnish any information needed by the County Office to fulfill its obligations under this Article.
5. County Office Obligations:  
The County Office's sole obligation under this Article shall be to make the deductions required under this Article. The County Office shall have no obligation to terminate or discipline any employee under this Article.
6. Indemnification and Hold Harmless:  
The Union shall indemnify and hold the County Office harmless against all reasonable legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the fair share service fee provision of this Agreement or their implementation.

The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the County Office prior to making any such decision or determination.

## **ARTICLE IV – NO DISCRIMINATION**

1. The County Office agrees not to discriminate against any employee for his/her activity on behalf of or for his/her membership in the Union.
2. The County Office and Union agree that there shall be no discrimination against any employee because of race, creed, religion, sex, age, political affiliation, marital status, sexual orientation, medical condition pursuant to Government Code 12940, or disability as defined in the Americans with Disabilities Act.

## ARTICLE V – EMPLOYEE RIGHTS

### 1. Employee Rights:

An employee who reasonably believes that a meeting scheduled by his/her supervisor or manager may lead to disciplinary action will be allowed a reasonable amount of time to arrange for a Union representative to attend the meeting.

### 2. Personnel Files:

- a. The personnel file of each employee shall be maintained at the County Office's central Human Resources Department. No adverse action of any kind shall be taken against an employee based upon materials, which are not in the personnel file. Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- b. An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file.
- c. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the County Office when actually necessary in the proper administration of the County Office's affairs or the supervision of the employee. Any person who has examined a personnel file shall sign and date in the space provided within the file.
- d. The employee's personnel file shall be available for examination by the employee or his/her Union representative if authorized by the employee. Any person who places written evaluation material or drafts written evaluation material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written evaluation materials to be placed in a personnel file shall indicate the date placed in file.
- e. No action for discipline or dismissal shall be based on incident(s), which may occur more than two (2) years prior to the date of the notice of intended disciplinary action, which includes the statement of charges.
- f. Observations of unit member conduct or any other concerns regarding employee conduct shall not be referenced in the employee's annual evaluation unless the employee's supervisor or Director has brought the concern or observation to the employee's attention prior to the evaluation. Supervisors and Directors are encouraged to bring such matters to the attention of the employee on a timely basis.

Any informal written material such as notes regarding the conduct of an employee must be dated and must be discussed with the employee in an informal meeting held within ninety (90) days of the alleged infraction or it may not be placed in the personnel file nor included in the evaluation.

The suggested purpose of an informal meeting is:

- (1) a clear statement of the problem;
- (2) an opportunity for clarification or informal response by this employee; and
- (3) the supervisor's statement of expected conduct.

3. Performance Evaluations:

a. Purpose: The purpose of any performance evaluation is to provide a process between employee and supervisor to communicate both positive feedback and constructive criticism; to recognize employee achievement and growth; to promote the achievement of goals and objectives of the County Office; to clarify abilities and specific indicators most critical to successful job performance; to offer suggestions and direction regarding desired performance improvement; to assess the steps necessary to assist an employee with improving performance; and to obtain data for decisions regarding retention and assignment of employees.

b. Evaluation Schedule:

(1) Each employee shall be evaluated annually by his/her immediate supervisor, except as follows: When an employee has received five (5) or more satisfactory, or above, evaluations in the same classification, the employee and the supervisor may mutually agree to complete a formal written evaluation once every two (2) years.

Ongoing, informal oral and written feedback on performance shall be provided to the employee between such bi-annual formal written evaluations. The Informal Performance Observation Form may be used to provide such feedback.

(2) Each employee, except employees in an Assistant classification, shall be evaluated by his/her immediate supervisor with the final written evaluation form completed a minimum of thirty (30) days prior to the employee's anniversary date.

(3) Assistants: Each employee in an Assistant classification (Special Education Assistant, Adult Education Assistant, Court/Community School Assistants, etc.) shall have an anniversary date of July 1<sup>st</sup> of each year. The evaluation will be based on the current, or last two school years if evaluated bi-annual, and the employee shall have the opportunity to review his/her final written evaluation with the evaluator no later than May 1<sup>st</sup> of the evaluation year. The final written evaluation will be based on at least one (1) thirty (30) minute classroom observation by the evaluator and on input from the classroom teacher.

The employee may submit items, which document performance, including information from other persons knowledgeable about the employee's performance using the Informal Performance Observation Form. At the request of the employee, the evaluator will schedule an additional thirty (30) minute observation.

Once a Teaching Assistant, who meets the No Child Left Behind (NCLB) requirements for paraprofessionals, has received three satisfactory evaluations, s/he will be evaluated once every three years by mutual agreement of the employee and the supervisor. Either the employee or the supervisor may request more frequent evaluations. A new evaluation will be completed if the employee submits a request by October 31st or if the Teaching Assistant is assigned to a new program or a new supervisor.

(4) Each employee shall receive a step increase upon successful completion of his/her probationary period.

- c. Evaluation Procedure: The comments accompanying the evaluation form should contain recognition of areas where the employee is performing well and recognition of areas where the employee can continue to improve or needs to improve. For areas needing improvement, the supervisor shall prepare a plan for improvement, which will include specific recommendations on how the employee needs to improve.
- (1) The evaluator will work with the employee to complete the following steps:
    - (a) clarification of the performance evaluation form, identifying areas, which are key to successful performance in the position, and areas, which do not apply;
    - (b) orientation on the evaluation process by reviewing the steps in the process, as well as the evaluator's expectations for the employee, and factors beyond the employee's control which may hinder or facilitate meeting those expectations;
    - (c) development of a performance plan, training needs, and goals, if applicable;
    - (d) data collection and analysis; formal and informal observations and conferences; when performance is below standard, preparation of a written plan for improvement with specific recommendations on how the employee needs to improve, including the following:
      - (1) clear statement of the problem;
      - (2) suggested remedial action, and
      - (3) written evidence of prior counseling (if any) signed by the employee, which shall include: identification of the problem, suggested method of improvement, and the time frame in which the employee is expected to improve;
    - (e) formal evaluation conference to review and discuss the formal written evaluation, with an opportunity for employee input, comments, and signature. An assistant may request that his/her teacher attend the meeting.
    - (f) give the employee a copy of the evaluation. The original completed form is then forwarded to the Superintendent for review, comment, and signatures. The employee and the evaluator are given a copy of the completed evaluation once it has been signed by the Superintendent.
  - (2) All evaluations shall include the following:
    - (a) narrative remarks with specific examples to support the overall ratings in each category and the summative overall rating;
    - (b) space for employee comments;
    - (c) written notice of the employee's right to grieve all, or any part of, any performance evaluation through Level III of the grievance procedure.

- (3) Complaints Regarding an Employee's Work Performance: Upon receipt of a complaint about an employee's work performance, the administrator will share information on the nature of the complaint with the employee and shall attempt to resolve the matter in an informal manner. Prior to making any final decision about the validity of the complaint, the administrator will offer the employee an opportunity to respond to the complaint. If the complaint is not resolved informally, the complaint must be put in writing and signed by the complainant.

The employee will have an opportunity to respond orally and/or in writing. The employee must be informed of the complaint and afforded an opportunity to respond, or the complaint may not be referenced or used in the evaluation process. Complaints determined to be unfounded will not be used, nor referenced, in the evaluation process.

All complaints regarding matters other than work performance such as, but not limited to, sexual harassment or discrimination, will be processed according to the Superintendent's policy on complaints.

- d. Evaluation Forms: The form(s) used for all evaluations is listed in this document as Appendix C. The form(s) will not be changed during the life of this agreement, except by mutual written agreement of the County Office and the Union.
- e. Employees shall only be evaluated in areas that are job related.
- f. For those unit members employed for less than twelve (12) months, the period of nonwork time shall not count towards the period for determining permanent status on the related evaluation process.

## ARTICLE VI – UNION RIGHTS

1. Exclusive Right to Represent:  
Union and its authorized representatives have the exclusive right to represent members of the bargaining unit on all matters within the scope of representation. Upon submission of a final judgment, which will act as a lien for services rendered by the Union or a voluntary employee authorization, the County Office shall deduct such assessments.
2. Employee Contact:  
Except as provided elsewhere in this Agreement, any authorized Business Agent shall have the right to contact individual employees working within the represented unit, during normal business hours, on matters of Union business.
3. Communications:  
The Union shall have use of County Office bulletin boards to communicate with departmental employees.
4. Employee Lists:
  - a. During the months of October, January, and April each year, the County Office shall provide the Union with the names and home addresses of all employees within the bargaining unit, their classification and worksite.
  - b. The Union recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Agreement, or to allow others to use any information for commercial gain, nor in a manner that would violate those rights. With respect to this promise, Union agrees to indemnify, defend and hold harmless the County Office, its officers, employees and agents from any claim, liability or damage arising from Union's breach of its duty under this memorandum.
5. New Employee Orientation:
  - a. Each new bargaining unit employee shall, upon hire, be provided with either a copy of the SEIU Local 1021 new employee letter, access to an electronic copy of this Agreement, the Merit Rules and Regulations, Board policies, via the SCOE Web site.
  - b. The County Office shall provide the Union with the name, home address, worksite and classification of all new unit members. Such notice shall be postmarked within ten (10) days of employment.
6. Board Meetings and Commission Meetings:  
The County office shall grant release time for one (1) Union designated representative to attend each of the following meetings:
  - a. In-house Safety Committee meetings,
  - b. Board of Education meetings,
  - c. Personnel Commission meetings.

The Union designated representative need not be the same for each meeting. These Union designated representatives shall remain at least until the end of their workday. Since Board meetings and Personnel Commission meetings are public meetings, any other employees may attend these meetings on their own time.

The County Office shall provide the designated Union representative with a Board packet prior to each Board meeting containing the agenda and all available backup materials, which are public information.

7. Meet and Negotiate Sessions:

- a. The County Office shall grant release time for four (4) Union designated representatives for all meet and negotiate sessions with management on matters pertaining to Union representation.
- b. The four (4) designated representatives shall be selected so as to provide representation from each of the following areas: Assistants; Clerical; Accounting; and Trades and Technicians. However, there will be only one representative selected from payroll, accounting and data processing combined.
- c. Contract negotiations during business hours will be limited to two-hundred (200) hours per fiscal year.

8. Union Leadership/Management Meetings:

For purposes of resolving employer/employee relations problems in an expedient manner, meetings between union leadership and management representatives may be necessary during the regular workday. If management representatives initiate the meeting, they shall be responsible for clearing the meeting time with the union representative's supervisor. However, the union representative shall, if aware, advise the management representative of potential problems with the proposed time.

If the meeting is initiated by the union, the union representative is responsible for clearing, in advance, the time and possible length of the meeting with their supervisor and the management representative. In all instances, absence certificates shall be completed at the end of the meeting.

9. Union Business:

- a. Upon advance written request from the Union Business Agent, the County Office agrees to authorize officers of the bargaining unit paid release time to attend to Union business away from the work site. Total paid release time will not exceed thirty-two (32) hours in any fiscal year. Each employee shall secure permission from their supervisor before leaving their work site to attend to Union business. Whenever possible, the employee shall give the supervisor three (3) days advance notice. Each employee using Union Business Release time shall complete an Absence Report form checking "Other" and turn it in to their supervisor. This paid release time for Union business shall be in addition to all paid release time otherwise provided for in this Agreement such as for Negotiations; Board, Commission and Safety Meetings; meetings as described in paragraph 8 above; and all time utilized by Job Stewards to investigate and resolve grievances.
- b. It is further understood by both parties that, except as provided in this Agreement, Union business shall not be performed during work time.
- c. No individual employee will use over twelve (12) hours of union business release time in one (1) fiscal year, except by mutual agreement.

- d. The Union will provide the County Office with a list of Officers and Job Stewards at least once a year, and more often upon request. The union will notify the County Office whenever officers change.

10. Training release Time

- a. During the term of this Agreement the Union and County Office will each provide forty-eight (48) hours of paid release time (96 hours total) for the purpose of training Job Stewards.
- b. Time utilized by stewards will be reconciled by a monthly accounting of hours. Each employee will record the absence using the automated absence reporting system indicating "Training Release Time" under administrator comments and submit it to their supervisor.
- c. The protocol for management notice and requesting paid training time shall be the same as described in paragraph 9(a).
- d. The utilization of the 96 hours of Training Time will be allocated concurrently (hour per hour) between the employee and Union, with the Union receiving an invoice for training hours based upon the employee's base hourly wage.

## ARTICLE VII – JOB STEWARDS

1. Purpose:

The County Office recognizes the need and affirms the right of the Union to designate Job Stewards from among employees in the unit. It is agreed that the Union in appointing such stewards does so for the purpose of promoting an effective relationship between the County Office and employees by helping to settle problems at the lowest level of supervision.

2. Notification:

Union reserves the right to designate the number and the method of selection of Job Stewards. The Union shall notify the County Office in writing of the names of the Job Stewards and their work locations. If a change is made, the County Office shall be advised in writing of such change.

3. Duties and Responsibilities of Job Stewards:

The following shall be understood to constitute the duties and responsibilities of the Job Stewards:

- a. After notifying his/her immediate supervisor, a Job Steward shall be permitted to leave his/her normal work area during reasonable times in order to assist in investigation, preparation, writing and presentation of grievances. The Job Steward shall advise the supervisor of the grievant of his/her presence. The Job Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- b. If an adequate level of service cannot be maintained in the absence of a Job Steward at the time of the notification mentioned in 3. a., the Job Steward shall be permitted to leave his/her normal work area no later than two (2) hours after the Job Steward provides notification. Such time shall not be arbitrarily nor capriciously denied.
- c. A Job Steward shall be granted release time with pay to accompany an OSHA representative conducting an on-site walk-around safety inspection of any area, department, division or other subdivision for which the Job Steward has responsibilities as Job Steward.
- d. An employee performing his/her Job Steward responsibilities as specified above during normal work time shall upon completion of those duties report the absence using the automated absence reporting system selecting "Other" and submit the absence to his/her supervisor.

4. Authority:

With the approval of the unit member Job Stewards shall have the authority to file notice and take action on behalf of the unit member relative to rights afforded under this Agreement.

5. Staff Assistance:

Job Stewards shall at any time be entitled to seek and obtain assistance from Union staff personnel.

## ARTICLE VIII – HOURS OF WORK

At the request of either party, the parties agree to reopen on the issue of work year in any of the years of this agreement.

1. Normal Work Week and Work Day:

a. All full-time employees within the bargaining unit except those classified as Assistants and Job Developers, shall have a normal workweek of forty (40) hours, Monday through Friday. The normal workday for all of these employees shall be eight (8) hours. This does not preclude the Office from establishing part-time positions except as provided in paragraph I b. Any reduction in hours for an existing employee shall be treated as a lay off, with all the rights accorded an employee under lay off. The County Office will meet with the Union to negotiate the effects of the hours reduction.

b. Teaching Assistants' Work Week:

(1) Except as described below, the normal work week for Teaching Assistant employed prior to January 1, 1990, shall be at least thirty (30) hours but no greater than forty (40) hours, Monday through Friday. The normal workday shall be at least six (6) hours but no greater than eight (8) hours.

Except as described below, Teaching Assistants employed on or after January 1, 1990 may be employed for five (5) hours per day and/or twenty-five (25) hours per week, but no greater than forty (40) hours, Monday through Friday.

Temporary Support Assistant will not have minimum hours and will be assigned hours to meet the needs of the program and student to which they are assigned.

(2) Each Assistant who is asked by his/her supervisor to attend training or other County Office activities outside the employee's normal work hours, shall either be paid at the employee's normal rate of pay or given hour for hour compensatory time off, until the time worked reaches eight (8) hours in a day. Once the employee's work time exceeds eight hours, Section 4. Overtime applies. If the time worked beyond the employee's regular schedule is under eight hours, the County Office will pay the employee his/her applicable hourly rate. If time worked is over 8 hours a day or 40 hours a week the employee may choose to receive compensatory time as overtime pay up to a maximum of 240 hours.

c. Job Developers' Work Schedule: Employees in the classification of Job Developer will be assigned a set number of hours per year and will work a flex schedule to be worked out between the employee and his/her supervisor. Job announcements for Job Developer will list the number of hours per year for each position being recruited.

d. Normal work hours for unit members working at the County Office central office begin at 8:00 a.m. Any changes are subject to the approval of the Director of the department, and notice of such schedule changes shall be provided to the Union in writing. Such approval may be withdrawn by the Director with seven (7) calendar days written notice, except in case of hardship, the effective date may be extended.

(1) The normal start time for employees working at the County Office central office may range between 7:00 a.m. and 9:00 a.m. The normal ending time for employees working at the County Office central office may range between 3:30 p.m. and 6:00 p.m.

- (2) Unit members may request adjustment of their work day. Upon approval by the department director, such adjustments will be implemented.
  - (3) Changes initiated by the Director shall be done in accordance with this Article. However, at no time that a County Office of Education work site is open to the public either after 6:30 p.m. or on a weekend will an employee be required to work at such site alone. At such times there will be at least two employees from the same program working.
  - (4) Unit members within a department may request a compressed workweek. Approval will be at the discretion of the manager and/or director of the department.
- e. Alternate work schedules to those described in Section (1.a.), (1.b.), (1.c.), and (1.d.) above may be established for employees within a given department. Advance notice of the establishment of such alternate schedules shall be provided to the Union in writing.
  - f. Any change in day or hours of work of an employee shall entitle the employee to overtime compensation for all hours worked outside his/her regular work schedule, unless the County Office has given the employee seven (7) calendar days notice of such change or unless the employee requested the change.
  - g. All employees in the bargaining unit are nonexempt from the FLSA.
2. Normal Work Year:
- a. Adult Services Program:
    - (1) For the purpose of maintaining uninterrupted instruction to the special students served by the Adult Services Program, the parties shall meet in April of each year to establish the calendar for the following year. The work year shall conform to the contract with the Sonoma Development Center.
    - (2) Effective July 1, 1996, for purposes of benefits and accruals, including sick leave and vacation, each employee assigned to the Adult Education Program will be considered a twelve (12) month employee. Each employee will receive a regular paycheck on the last day of each month.
    - (3) If an Adult Services Program, Assistant is scheduled to work for more than the days specified in (1) above, the employee will be paid at his/her per diem rate for each additional day.
  - b. Court School Program:  
 The Normal Work Year for each employee assigned to the Court School Program is a twelve-month year. For purposes of all benefits and accruals each employee assigned to the Court School Program will be considered a twelve-month employee and will receive a regular paycheck on the last day of each month. Since the actual school days worked are less than a full time schedule, Teaching Assistants -- Court School may be required to take accrued vacation time, other approved paid leave, or leave without pay when Court School is not in session.

c. Community School Program:

The Normal Work Year for each employee assigned to the Community School Program is one hundred eighty-two (182) days which will be scheduled over either a ten or eleven month period. Each employee will be paid in ten equal installments for days in pay status, including vacation and holidays, for the months of September through June of each school year. Each employee will be paid on the last day of the month for hours in pay status during the months of September through June of each school year. Employees shall be paid no later than September 10<sup>th</sup> supplemental for all hours in pay status during the month of August. In addition, Teaching Assistants, Community School shall have the option of working for one or two days before the regular work year. Any time worked in addition to the 182 days will be paid on the supplemental payroll. In the event that the state ceases to fund staff development, the parties shall meet and negotiate concerning the two optional days.

Each employee assigned to the Community School Program may be offered an opportunity to work the extended program during the summer months. Each employee shall be offered an opportunity to work the extended program during the summer months, prior to a position being offered to a person not already employed by the County Office. Each employee assigned to work the extended program will be paid through the supplemental payroll which falls on the tenth of the month following the work performed for all work performed during the extended program.

d. Special Education Program:

Effective with the 2011-2012 work year, Special Education Instructional Assistants shall have a work year that is the same number of days as the instructional year of the school district in which they are assigned.

Each Teaching Assistant, Special Education employee will be paid for the actual days worked in August, for actual days worked in the following June; and will be paid in equal installments for days in pay status, including vacation and holidays, for the months of September through May of each school year. Such employees will have the option of participating in the deferred net pay program.

Each employee will be paid on the last day of the month for hours in pay status during the months of September through May of each school year. Employees shall be paid no later than the September 10<sup>th</sup> supplemental for all hours in pay status during the month of August and no later than June 30<sup>th</sup> for the days worked in June.

If a Teaching Assistant, Special Education is not a twelve month employee and is scheduled for more than 181 days, the employee will be paid at his/her per diem rate for each additional day on the supplemental pay date for the month in which each day was worked.

Effective July 1, 2007, 12-month Teaching Assistants, Special Education will be paid for the actual days worked in July, August and the subsequent June of each year with the remaining salary divided into nine equal installments paid September through May.

Each employee assigned to the Special Education Program may be offered an opportunity to work the extended program during the summer months. Each employee shall be offered an opportunity to work the extended program during the summer months, prior to a position being offered to a person not already employed by the County Office. Each employee assigned to work the extended program will be paid through the supplemental payroll which falls on the tenth of the month following all work performed during the extended program.

- e. Extended School Year:  
Twelve-month Teaching Assistants, Special Education will be assigned to work the Extended School Year, prior to any 10-month employee being assigned. Twelve month Teaching Assistants, Special Education work hours shall be governed by Section 1.b.(1) of the of this Article for the Regular School Year and the normal work day will be 4.5 hours per day during the Extended School Year.

If all vacancies in the Special Education extended summer program are not filled by 12-month teaching assistants, 10-month employees assigned to the Special Education Program, will be offered an opportunity to work the extended program during the summer months. 10-month Teaching Assistant, Special Education employees shall have at least a ten-day period to indicate whether or not they wish to work the extended summer program. Such vacancies described above will be filled by available ten-month employees, prior to a position being offered to a person not already employed by the County Office. If an employee fails to respond by the end of the ten-day period or is otherwise unavailable to work the extended summer program, SCOE will be free to fill the openings with outside candidates

Each 10-month employee assigned to work the extended program will be paid no later than the supplemental payroll which falls on the tenth of the month following all work performed during the extended program.

- f. Workweek of SHAPE Assistants:  
The workweek of SHAPE Assistants working in the SELPA Preschool Autism Program will be as follows:
- (1) The minimum workweek for SHAPE Assistants who hold no other position with SCOE shall be 15 hours.
  - (2) The minimum workweek for SHAPE Assistants who hold another position with SCOE shall be 10 hours.
  - (3) Additional time shall be added in increments of one hour per day for individual assignments.
  - (4) SCOE or a SHAPE Assistant may request a waiver of the minimum workweek requirements above. The waiver request from the employee will be granted provided a complete assignment can be accommodated within the requested work hours. Copies of the granted waivers will be sent to the Union.
  - (5) Either party to this agreement may request to reopen discussions on this matter at any time during the year.

3. Types of Employment:

- a. Full-time: An employee is normally scheduled to work eight (8) hours per day and forty (40) hours per week.
- b. Three-Quarter (3/4) Time: An employee is normally scheduled to work six (6) hours or more per day and thirty (30) hours or more per week.
- c. Part-time: An employee is normally scheduled to work less than six (6) hours per day and less than thirty (30) hours per week.

- d. If the creation of a 3/4 time or part-time position causes a reduction in hours for an employee, it will be treated the same as a layoff.
4. Overtime:
- a. Definitions:
- Overtime: When an employee works longer than forty (40) hours per week or eight (8) hours per day. "Works" shall include all hours in pay status.
- Pay Period: The determination by the County Office of the fixed regularly recurring period of one hundred seventy-four (174) hours which normally fall between the 1st and last of the month. Employees shall be reimbursed for regular services one time per calendar month on the last working day of the month.
- Compensatory Time Off: Time off with pay instead of cash compensation for overtime.
- Regular Rate of Pay: As defined in the Fair Labor Standards Act.
- Pay Status: Whenever an employee is at work, excluding a duty-free period such as lunch; absent on a paid holiday; absent on leave with pay; or absent on authorized compensatory time off.
- b. Overtime Compensation: In accordance with the Fair Labor Standards Act and the Education Code, overtime shall be compensated as follows:
- (1) Overtime shall be paid at time and one-half (cash or compensatory time off at the employee's option) of the employee's regular rate.
  - (2) Overtime shall be paid when an employee is directed by his immediate supervisor to work longer than forty (40) hours per week or eight (8) hours per day.
  - (3) Any change in days or hours of work of an employee shall entitle the employee overtime compensation for all hours worked outside his/her regular work schedule, unless the County Office has given the employee seven (7) calendar days notice of such change.
  - (4) No employee shall be able to carryover from one fiscal year to the next more than one-hundred (100) hours of "comp" time. Any time in excess of the limit shall be paid at the prior fiscal year's rate no later than the August supplemental payroll.
  - (5) If during the course of the fiscal year, an employee accrues 240 hours of "comp" time, the employee's option of selecting "comp" time ceases and all additional hours shall be paid in cash until the balance falls below 240 hours.
- c. Assignment to Overtime: An appointing authority may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor. Except in emergency operations no bargaining unit employee shall be required to work in

excess of sixteen (16) hours in any twenty-four (24) hour period. For purposes of this section "emergency operation" means the performance of functions or services necessary in the opinion of the County Office to protect or preserve the life, safety, health or property of the Office of Education or the Districts it serves.

5. Compensatory Time Payment at Separation:

Each employee who is separated from service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation.

6. Rest Periods:

Each Department shall grant rest breaks to employees except where unusual operational demands prevent a rest break. Rest periods will not be unreasonably or consistently denied. Rest period shall be considered as time worked. Rest periods for full time employees shall not exceed fifteen ( 15) minutes in any four (4) consecutive hours of work. Part time employees shall be entitled to a total of twenty (20) minutes per day.

Each part time employee, with the approval of their supervisor, will take the twenty (20) minutes in one continuous rest period OR divide the twenty (20) minutes into two (2) ten (10) minute rest periods per day. For purposes of this section only "part time employee" is defined as an employee working between six (6) hours and four (4) hours per day. Rest periods should not be used to extend lunch periods or to advance the end of the workday.

7. Lunch Periods:

Duty-free lunch periods of one-half hour or one hour by mutual agreement of employee and supervisor shall be granted at mid-shift for all employees. A duty-free lunch period being one where the employee is able to leave work site and be free of all work assignments.

When agreeable with both the employee and his supervisor, an employee may take a non-duty free lunch period. A non-duty free lunch is a period of time that an employee is entitled to eat but is required to stay at the work site and must be willing to work if so required. A non-duty free meal period shall be considered time worked. If the non-duty free lunch period is not included in the employee's regular work schedule, the employee will submit a supplemental payment request to his/her supervisor.

8. Call Back:

Employees who are called back to work after having completed their normal work shift and having left the work site, shall be entitled to receive a minimum of two (2) hours pay at the applicable rate for all calls received within that two (2) hour period for all calls before midnight. For call backs between midnight and 6:00 a.m. the employee shall be entitled to receive a minimum of three (3) hours pay at the applicable rate for all calls within that three (3) hour period.

9. Data Processing Telephone Compensation:

Data Processing employees who are called regarding work after completion of their normal work shift shall round calls to nearest 15 minutes and submit time to supervisor who will verify calls with County of Sonoma logs. Overtime rate will be paid for approved time. If there is a dispute regarding call or time, the supervisor shall meet with the employee. The employee may also request a meeting with the Director and employee has the right to bring a Union representative. Any calls received between 11:00 p.m. and 6:00 a.m. or on holidays will be paid an hour minimum.

## ARTICLE IX – COMPENSATION

### 1. Time and Manner of Payment:

- a. Each employee shall be paid for all regularly scheduled hours once per month on the last working day of that month. Each employee shall be paid for all hours in excess of his/her regular schedule and for all overtime once per month by the supplemental payroll of the month following the pay period in which the hours were worked. (Also see Hours and Overtime, Normal Work Year for manner of payment for employees in Teaching Assistant classifications.)
- b. All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions; normal pay, overtime at the appropriate rate, standby, retroactive, arrears, special pay, vacation pay, supplemental pay, and show sick leave, compensatory time and vacation accrued as of the date of preparation of the payroll.

### 2. Salary Schedule:

- a. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B, which is attached thereto and by reference incorporated as a part of this Agreement. Appendix B will include the Range placement for each position.
- b. There shall be a uniform salary schedule with Ranges and Steps for all job classifications. Each Range will have five percent (5%) increments between steps one (1) through five (5) and two percent (2%) between step five (5) and step six (6) on the range. There will be a two and one-half percent (2.5%) increment between each Range.
- c. All adjustments to the salary schedule shall be applied as follows:
  - (1) Any percentage increase shall be applied to Range I step 1.
  - (2) The remainder of the schedule shall then be calculated to maintain a five percent (5%) increment between steps one (1) through five (5), two percent (2%) between steps five and six, and a two and one-half (2.5%) increment between Ranges.
  - (3) All salary settlements shall be rounded to the nearest 1/10<sup>th</sup> of 1%. Monthly salaries shall be rounded to the nearest penny.
  - (4) SEIU shall sign-off on all salary schedules.
- d. Salary Schedule Increases:  
For 2010-11 the salary schedule shall be unchanged and not open for renegotiations. The parties agree to a reopener in the contract on the issues of an annual salary adjustment for the 2012-2013 and 2013-2014.

### 3. Salary Range:

Each salary range shall consist of ten (10) increments, which shall be known as steps 1, 2, 3, 4, 5, 6, 8, 11, 16, and 21. Each step shall be expressed in dollars per month. The table as provided in Appendix B sets forth the value of each step at each salary range.

4. Substitute Pay:

a. Certificated Substitute Pay:

Each employee, who meets the qualifications for a valid California credential in the program to which the employee is assigned and who obtains such credential, will be eligible to serve as a day-to-day substitute teacher in such program. When an employee works as a day-to-day substitute teacher, the employee will receive their regular pay on the regular payroll.

In addition the difference between the employee's regular pay and the substitute rate of pay will be paid to the employee on the supplemental payroll for all hours worked as a day-to-day substitute teacher. PERS Service Credit will not be earned while the employee is working as a substitute in a certificated position.

b. Non-Certificated Substitute Pay: Each employee who is assigned to work with a substitute teacher and who does not qualify for the Certificated Substitute Pay will be eligible for Non-Certificated Substitute Pay under the following circumstances:

- (1) The employee is in the classification of Teachers Assistant Special Education, Community School or Court School;
- (2) The Non-Certificated Substitute Pay will be paid at the rate of fifteen dollars (\$15.00) per day for up to a maximum of seven (7) days per school year.
- (3) An employee who qualifies for Non-Certificated Substitute Pay under section 1. b. will be paid on the supplemental payroll according to the schedule listed in Appendix I.
- (4) Effective January 1, 2004 the Non-Certificated Substitute Pay will be paid on a monthly basis, rather than a quarterly basis. Supplemental time sheets will be turned in by the last day of the month, and payment will be the 10th of the following month.
- (5) The employee must complete a supplemental payment request to his/her Principal to receive this premium pay.

5. Special Assignment Premium:

Effective July 1, 1999, an employee who is assigned by management in writing to be available to periodically perform duties which are clearly outside the employee's job classification shall receive a 5% Special Assignment Premium for all hours in pay status. This premium is conditional upon the employee being assigned by management and the employee agreeing to be available to perform the assigned duties on an on-call basis. This premium is different from temporary promotion and working out of class, in that the duties are performed on an on-call, periodic basis, whereas working out of class or temporary promotion is paid when the duties of the higher class are performed on a regular ongoing basis.

6. Ten-Month Salary Deduction:

Ten-month employees who wish to regularize their monthly income shall be permitted to participate in the Deferred Net pay program so long as they enroll during the month of May, or for new hires, before the first paycheck in the fiscal year.

7. Salary Upon Employment:

- a. Newly Hired: Appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the class. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized by resolution of the Personnel Commission at a salary step other than I upon recommendation by the Assistant Superintendent of Human Resources and the Superintendent.
- b. Rehired: Any permanent employee who resigns in good standing, or is demoted voluntarily, or laid off, or is demoted in lieu of being laid off and who is rehired or reinstated in the same class or a closely related class within thirty-nine (39) months after his/her resignation or demotion or being laid off, shall be paid at the salary step at which he/she was paid at the time of resignation or demotion.

8. Salary Upon Promotion:

An employee who is promoted to a position of a class allocated to a higher salary range than the class from which he/she was promoted shall receive the salary of the step of the range for the new class which would constitute an increase of at least five (5) percent but not less than the salary of step I of the new class, nor greater than the salary step 5 of the new class. However, an employee will be placed on step 8, 11, 16, or 21 of the new range if his/her years in service entitle him/her to placement at step 8, 11, 16, or 21 under subsection 11. b. (2) of this Article IX.

9. Salary Upon Demotion:

- a. Involuntary Demotion: An employee who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which he/she is demoted, shall have his/her salary reduced to the salary in the range for the new class closest to five (5) percent lower than the salary he/she received before demotion.
- b. Voluntary Demotion/Displacement: An employee who is demoted/displaced voluntarily to a position of a class which is allocated to a lower range than the class from which he/she is demoted, shall receive the highest salary in the range for the new class that does not exceed either step 5 of the new range, nor the salary he/she received before demotion/displacement. However, such voluntary demoted/displaced employee may be placed on 8, 11, 16, or 21 step of the new range if his/her years of service would entitle him/her to such placement under subsection 11. b. (2) of this Article IX.

10. Salary Upon Transfer:

In case of the transfer of an employee from one position to another in the same class or to another class to which the same salary range is applicable, the employee shall continue to be compensated at the same step of the range until such time as the employee is entitled to the next higher step of the range as provided elsewhere in this Agreement,

11. Salary Upon Reallocation of Class:

An employee in a position of a class which is reallocated from one salary range to another shall be compensated at the same step in the new salary range as he/she was compensated in the range to which the class was previously allocated, except when such a reallocation would cause the employee to have a lower salary in which case the incumbent employee's salary shall be "Y" rated.

12. Application of Salary Schedules:

a. Anniversary Dates:

- (1) Each employee shall have an annual anniversary date, which shall be determined as hereinafter provided, except that the anniversary date for Assistants is as follows:

Each Assistant who receives his/her first increment between July 1st and October 31st shall receive a subsequent increment the following July 1st.

Each Assistant who receives his/her first increment between November 1 and June 30 shall receive a subsequent increment on the second July 1st following the first increment (as provided in 11.a.)

All subsequent step advancements will be made on July 1st of subsequent years unless otherwise provided by the contract terms or merit system.

b. Step Advancement Within Salary Range:

- (1) Step advancement authorized herein shall be made from each step to the next higher step within the limits of the appropriate salary range on each anniversary date, except as otherwise provided herein. No such advancement shall be made without a written approval therefore by the County Superintendent of Schools.
- (2) Normally there will be five (5) step advancement (1, 2, 3, 4, 5) within the salary range for classified employees of the County Office. However, when an employee begins his/her eighth (8th) year of employment, the employee will be placed on an additional Step 8 (five percent (5%) increase effective in accordance with paragraph 11.a (11) above; when an employee begins his/her eleventh (11<sup>th</sup>) year of employment, the employee will be placed on an additional Step 11 (five percent (5%) increase effective in accordance with paragraph 11.a (11) above; when an employee begins his/her sixteenth (16th) year the employee will be placed on an additional Step 16 (five percent (5%) increase effective in accordance with paragraph 11.a. (11) above; and when an employee begins his/her twenty-first (21st) year the employee will be placed on an additional Step 21 (five percent (5%) increase effective in accordance with paragraph 11.a (11) above.
- (3) The Assistant Superintendent of Human Resources shall, not less than four (4) weeks prior to the anniversary date of each officer and employee, inform the County Superintendent of Schools in writing of the anniversary date. The Superintendent shall, not less than two (2) weeks prior to the anniversary date, inform the Assistant Superintendent of Human Resources, in writing, whether he/she approves advancement to the next higher step. The Superintendent may specify that the advancement be postponed for one (1) or more months not to exceed six (6) months deferment.
- (4) Any non-probationary employee shall be entitled to grieve denial of a step increase through level III of the Grievance Procedure in Article XVII.

- c. Special Merit Increase: In the demonstrated instance of clearly superior job performance, a special one (1) step salary increase may be granted an employee when a written request is made by the employee or his/her Department Head and approval in writing is given by the Director, the Assistant Superintendent of Human Resources and the Superintendent. Those employees who are in the final salary step for their respective classes may be recommended for promotion which will provide for not less than a five percent (5%) increase when approval is obtained as stated above.

This special merit salary adjustment will be based on the advancement of the public interest, or the prevention of a manifest injustice to an employee by virtue of superlative performance or other related circumstances and does not constitute reclassification action.

Such merit salary increase will change the employee's anniversary date to the first (1st) day of the month following completion of twelve (12) full months of employment at this salary level.

13. Salary Upon Temporary Promotion:

An employee assigned to work at a higher classification, and who serves continuously in said higher classification for five (5) consecutive work days, shall be paid an additional five percent (5%) or at the "1<sup>st</sup> step" of the new position whichever is greater.

He/she shall receive this salary as long as he/she continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as though he/she began to receive the salary designated for the position in accordance with Section 10 of this Article IX.

14. Shift Premium: Full-time employees regularly assigned to a shift one half of the time or more between the hours of 4: 00 p. m. and 7: 00 a. m., shall be paid a premium of seven percent (7%) over the regular base salary for their job classification.
15. Mileage Reimbursement: An employee who is authorized to use a motor vehicle for travel required in the performance of official duty shall be reimbursed at the IRS approved rate.
16. Meals Reimbursement: Effective July 1, 2009, a per diem will only be paid when travel is out of the county for more than twenty-four (24) hours and meals are involved. Reimbursement shall be for a maximum of the following amounts, not to exceed actual paid:

Breakfast - \$ 8.00

Lunch -\$ 12.00

Dinner - \$20.00

These amounts are not automatic but are allowed. These amounts shall not be paid for meals covered by registration or other fees for an event, conference, training, or similar activity.

When travel exceeds twenty-four hours, the per-day allowance shall be \$40.00 for meals plus the actual costs of lodging.

17. Lodging: When overnight lodging is required by official business, the real and actual cost for the single rate shall be paid. Receipts must be attached for this claim.
18. Parking: Reimbursement of parking fees, without a receipt, is allowed for any amount of \$6.00 or less.

19. Travel Advances: An employee who travels out of the County of Sonoma on County official business may apply for a cash advance to cover the anticipated costs of travel such as meals, lodging, transportation, etc.
20. Traffic Congestion Reduction Incentive: In order to alleviate traffic and parking congestion, the County Office agrees to reimburse the cost, up to sixty-six (\$66) per month, of car pooling with at least two riders and/or using public transportation for commuting to and from work to each employee who car pools and/or uses public transportation at least ten (10) days per month. An employee who rides his/her bike to and from work at least ten (10) days per month qualifies for reimbursement under this program.
21. Certified Nursing Assistant (CNA) Premium Pay: The County Office reserves the right to identify and designate which classes need an employee with medical training and Certified Nursing Assistant (CNA) certification, or the equivalent. Such designation will not preclude Health Aide assignments where there is a documented need for one-to-one supervision, which is identified in the student's Individual Education Program (IEP). A Health Aide may be assigned to work one-to-one with such a student. Health Aides will not be used to replace represented employees.

Each employee who is assigned to a designated classroom or program which has medically fragile student(s) attending the class who reside in a twenty-four (24) hour medical care facility will be eligible to receive the CNA Premium Pay, if the employee has been certified by the state as having completed the CNA training course; OR has additional training and a State license such as Licensed Vocation Nurse or Registered Nurse.

The CNA Premium Pay will be five percent (5%) of the employee's regular hourly salary for all hours worked. The CNA Premium Pay will be added to the employee's regular pay and paid once per month.

The County Office will assist employees who are assigned to work with medically fragile students in designated classrooms/programs to obtain the CNA Certification through the training offered by the Sonoma Development Center, so long as such training is offered at no cost to the County Office.

Current employees, who are interested in working with medically fragile students, may also apply for assistance from the County Office in being accepting into the training offered by the Sonoma Development Center. However, first priority will be given to those employees who are already working with medically fragile students in a designated classroom and have not yet completed the training.

22. Bilingual Premium: Employees who are required to use a second language (including signing) in the performance of his/her job duties, and who meets the criteria listed below, will receive bilingual premium pay of 5% of the employee's base pay.
  - a. The supervisor will verify that the employee is required to use a second language.
  - b. The County Office may require the employee to pass a proficiency test or for languages where no test exists, with documentation of education or training, proficiency may be designated by the Assistant Superintendent of Human Resources; and
  - c. The bilingual premium pay will be reevaluated each time the employee receives a new assignment.

Employees who are not required to use bilingual skills as a part of their regular job duties, but are requested by the County Office to be available to do translation will receive the premium.

23. Education Premium: Five percent (5%) premium pay to be paid to an employee in a Teaching Assistant position who has training above the minimum required for the position. The additional training must be a B.A. or B.S. degree in a related field or 24 units of Child Development Education. An employee in the classification of Teaching Assistant—Adult Education can only qualify for this premium with a B.A. or B.S. degree. The premium is paid once the employee has submitted proof of education to the Assistant Superintendent of Human Resources. (See Appendix K).
24. Community Based Instruction (CBI) Premium: A five percent (5%) premium pay to an employee assigned to work three days or more per week without the teacher present in a CBI program.
25. Autism Premium - Effective January 1, 2002, Special Education Assistants who have received specialized training and are assigned to a homogenous classroom of identified students with autism will receive premium pay of 5% of the employee's base pay subject to written approval of the administrator. The employee will continue to be eligible for the autism premium pay until their assignment changes, at which time the premium will end.
26. Shape Premium – A 5% premium shall be paid for a successful completion of SHAPE training for as long as an employee is assigned to a SHAPE assignment.
27. Translator Pay  
Translator Level I: Premium 5% of base salary for all hours worked. Assignment is made by the department.  
Translator Level II: Premium 10% of base salary for all hours worked. Assignment is made by the department.  
Translator Level III: Assignment is made by the department. Paid a flat hourly rate of \$25.00 per hour for all hours he/she performs Level III duties. The 25.00 per hour flat rate is total compensation for those hours, and is not in addition to the employee's base pay. The hours worked as the Translator III will be reported on the supplemental pay request, will be verified by the supervisor and paid on the supplemental payroll.
28. Effective July 1, 2005, SCOE will pay Teaching Assistants for the actual days worked in August on the supplemental payroll. The remaining days will be divided into ten paychecks. Employees will still have the option to participate in the deferred net pay program.

## ARTICLE X – BENEFITS

### 1. Health Insurance;

- a. Active Full-Time and 3/4 Time Employees: All active, full-time and 3/4 time bargaining unit employees will be provided access to Health Insurance coverage through their choice of the plans offered by following providers:
  - (1) Blue Shield
  - (2) Kaiser Health Plan

Chiropractic care coverage is included under Kaiser and Blue Shield health plans.

Effective October 1, 2010, for employees working 30 hours or more per week, the County Office will contribute towards health benefits for full time employees at 85% of the cost of the Kaiser High Option Plan at each of the enrollment levels, i.e. employee only, employee plus one and family coverage.

For Active Part Time Employees working less than 30 hours per week, after deducting any specified employee contribution, the County Office contribution will be pro-rated based on an eight (8) hour day. (See Appendix E for exact proration.)

Employees who are currently enrolled the Kaiser Health Savings account will no longer receive a contribution of the difference between the Kaiser High Plan 2008-09 rate and the cost of the HSA premium from SCOE beginning October 1, 2011.

An employee may elect to contribute additional pre-tax salary into the HSA up to the annual federal limits. An employee who elects participate in an HSA will be ineligible to participate in the Health Reimbursement Account portion of the Flex plan.

Employees are responsible for the premium costs above the County Office contributions. Employee contributions to health benefits premiums, if any, shall be made through pay payroll deduction.

Effective July 1, 2000, Domestic Partners shall be eligible to be covered as dependents in the available Medical Benefit Plans under the same terms and conditions as other eligible dependents and subject to the requirements of the medical benefits providers. See Appendix H.

### b. Infectious/Communicable Diseases:

- (1) If the County Office becomes aware that a student has an infectious or communicable disease, the County Office will make sure all employees in that classroom have participated in training on infectious disease control. If an employee has not received such training, the County Office will arrange for such training as soon as is reasonably possible.
- (2) The law concerning confidentiality will be observed by both the employee and the County Office. In the absence of written authorization, no employee shall release information, including health information, about a student or employee.

- (3) A copy of the County Office policy on infectious disease control will be given to an employee upon request.
  - (4) Upon advance approval by the unit member's immediate supervisor, unit member shall be reimbursed for medical expenses not otherwise covered which are incurred as a result of exposure on the job to contagious conditions, including gamma globulin immunization for work related exposure. Such requests shall not be unreasonably denied.
- c. Active Part-Time Employees: After deducting any specified employee contribution, the County Office contribution will be pro-rated based on an eight (8) hour day. (See Appendix E for exact proration.)

There will be no reopeners on health care except by mutual written agreement of the parties.

- d. Health Care Protection: The County Office and the Union agree to reopen the contract on the issue of Health Care Plans if any of the following events occur during the term of this agreement:
- (1) A National Health Care Plan becomes available which would provide coverage to employees covered by this agreement.
- e. Health Benefit Participation:  
An employees must work the minimum hours per week required by the group health plans to be eligible to participate in benefits.

Each such employee, who is eligible to be enrolled in one of the group health plans offered by the County Office, who works less than six (6) hours per day is not required to enroll in a health plan. Such an employee who elects to not enroll in a health plan may not enroll in any of the group health plans offered by the County Office until the open enrollment period, unless the employee has a major change in his/her life circumstances such as birth, marriage, death, divorce, loss of employment.

Each employee, who works 6 hours per day or more, is required to enroll in one of the group health plans offered at the employee only level of coverage, and may not waive coverage, even if covered by a spouse.

All employees who are eligible to participate in the group health plans may enroll their eligible dependents.

2. Dental Insurance: Effective July 1, 2000, the County Office will provide and pay the full cost of family dental insurance through the Delta Dental Plan of California effective for those employees working thirty (30) hours or more per week. Employees working less than thirty (30) hours per week will be pro-rated, per Appendix E. Effective January 1, 2004 the Delta Dental plan will be modified to include enrollment of domestic partners, who meet the criteria on the SCOE domestic partner affidavit, and the domestic partner's eligible dependents.

Effective January 1, 2003, Orthodontic coverage with a \$1,000 per eligible participant lifetime cap shall be added to the dental coverage. This benefit has a 50/50 co-pay.

3. Disability Insurance: The County Office will provide and pay the full cost of long-term disability (LTD) insurance coverage for all employees. In the event of a covered disability, after all other forms of paid leave have been exhausted, the County Office agrees to grant up to ten (10) days extra sick days if necessary to any member of the unit who does not have adequate paid leave time on record, to provide coverage during the sixty (60) day waiting period before long-term disability insurance becomes effective. Paid leave time shall include vacation, compensatory time, floating holidays, catastrophic leave, if applicable, sub difference pay and sick leave. (Please see Appendix J for a flow chart for benefits paid for non-work related illness or injury.)
4. Life Insurance: Effective January 1, 2002 employees who work 20 (twenty) hours per week or more shall be provided with \$50,000 life insurance. In addition, employees working fifteen (15) hours or more per week may purchase life insurance coverage through a group life insurance plan.
5. Vision Care: The County Office will provide and pay the full cost of vision insurance (Value Plan B) through the Vision Service Plan for those employees and eligible dependents working thirty (30) hours or more per week. Employees working less than thirty (30) hours per week will be pro-rated, per Appendix E.
6. IRS 125 Plan: SCOE agrees to continue to provide eligible (20hrs/week) employees with access to an IRS 125 plan.
7. Enrollment in Benefit Programs:  
Election to participate in the health, dental or vision programs will take place during the first month following thirty (30) days employment. Active employees who do not complete enrollment within the first thirty (30) days of employment, will not be eligible to enroll in the Dental or Vision Plan, unless a special Open Enrollment is held.

Active employees eligible for coverage in the health Plan will have an opportunity to enroll or change plans during any health Plan open enrollment period. Active eligible employees will have an opportunity to enroll in the Health Plan with 30 calendar days of a qualifying event which makes them eligible for coverage.

8. Smoking Cessation: With the following limitations, the County Office will reimburse each employee who successfully completes a smoking cessation program:
  - a. The employee must not have received a reimbursement from the County Office for such a program within the past twelve (12) months;
  - b. The County Office's reimbursement for a smoking cessation program shall be no more than \$50.00.

9. COBRA: An individual may elect to continue his/her insurance coverage under the following circumstances:
- a. Qualifying Events That Provide Continuation:
    - (1) Coverage may extend for up to 18 months if one of the following "qualifying events" occurs:
      - The employee's employment terminates for any reason other than gross misconduct;
      - The employee's work hours are reduced to a level at which he/she would no longer be eligible for coverage.
    - (2) Eligible dependent(s) may extend their participation in the plan for up to 36 months if one of the following "qualifying events" occurs:
      - Death of the employee;
      - The employee and his/her spouse become legally separated or divorced,
      - A dependent child reaches maximum age for coverage;
      - The employee's spouse or dependents are under age 65 when the employee becomes eligible for Medicare and is no longer an active employee.
  - b. Events That Would End Coverage Before the Full 18 or 36 Month Extended Period:
    - (1) The participant does not pay his/her required premium in a timely manner;
    - (2) The employee or his/her dependent(s) become covered by any other group health plan;
    - (3) The dependent becomes eligible for Medicare;
    - (4) The employee's former spouse remarries and becomes covered under another group health plan,
    - (5) All employer-provided medical, dental, and vision plans are terminated.
  - c. How To Obtain This Extended Coverage:  
If one of the "qualifying events" listed above occurs, the individual must notify the Human Resources Department within 30 days.
10. Employee Assistance Program (EAP): EAP services shall be provided to all SCOE employees. The first two hours of service will be at no cost to the employee. With prior approval for use of paid time off, an employee may use paid time off, including sick leave, personal necessity leave, compensatory time, or vacation, to use the EAP services.
11. Health Insurance Provider: The County Office will meet with the Union to investigate other insurance providers for healthcare benefits. During the first year of this agreement the parties will review the terms of the Joint Powers Authority for Health Benefits (RESIG) and determine whether the Agreement should continue for the remainder of the term of the contract.

## ARTICLE XI – LEAVES

### 1. Authorized Holidays:

a. Holiday with full pay shall be granted annually for all regular employees on the following days:

- (1) January 1, New Year's Day
- (2) Martin Luther King Day
- (3) Lincoln's Birthday
- (4) Third Monday in February, Washington's Holiday
- (5) Last Monday in May, Memorial Day
- (6) July 4, Independence Day
- (7) First Monday in September, Labor Day
- (8) November 11, Veterans Day
- (9) Thanksgiving Day
- (10) The Day Following Thanksgiving Day
- (11) Christmas Eve, December 24
- (12) December 25, Christmas Day
- (13) New Year's Eve, December 31
- (14) Two (2) floating holidays--upon completion of six (6) months employment—administered as per paragraph (f) below.

Such other days, or portions of days as may be designated by the Superintendent, the County Board, the Governor of California, the President of the United States or other proper authority.

b. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed unless Monday is also a holiday. If Monday is also a holiday, the holiday falling on Sunday will be observed on the preceding Friday unless Friday is also a holiday then it will be observed on the preceding Thursday. (example: Christmas Eve falls on Sunday and Christmas Day falls on Monday - the holidays will be observed on the preceding Friday and the following Monday.)

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed unless Friday is also a holiday. If Friday is also a holiday, the holiday falling on Saturday will be observed on the preceding Thursday. (example: Christmas Eve falls on Friday and Christmas Day falls on Saturday - the holidays will be observed on the Thursday and Friday preceding the Saturday.)

c. When an employee is required to work on any of said holidays, he/she shall be paid compensation, or given compensatory time off, for such work in addition to the regular pay received for the holiday at the overtime rate. (Note: This means regular pay or time, plus one and one-half (1 1/2) or a total of two and one-half (2 1/2) times regular pay or time.)

d. All employees, who are not normally required to work during the holiday periods listed in a above, shall receive their normal rate of pay for those holidays provided they were in a paid status during a portion of the working day of their normal assignment immediately preceding or succeeding the holiday periods mentioned.

e. Notwithstanding the above, employees assigned to Special Education, School and Community Services, SELPA and Sonoma Developmental Programs shall work the calendars of the programs to which the employee is assigned. The operation of this provision shall not cause the loss of any of the above holidays.

- f. In the interests of uniformity in the operation of the county government, days off with pay may be granted to employees for holidays proclaimed for county employees by the Board of Supervisors or the County of Sonoma.
- g. Floating Holidays: Effective July 1, 1986, unit members shall be entitled to two (2) floating holidays per fiscal year which may be taken under the following formula:
  - (1) On the first working day within the fiscal year that an employee has pay status as a permanent employee he/she shall be granted the equivalent of two (2) floating holidays.
  - (2) The two (2) days of floating holiday time must be used in the fiscal year earned or forfeited.
  - (3) The floating holiday time may be taken in half hour increments and may be combined with other leave such as vacation time.

2. Sick Leave:

- a. Sick Leave Accrual: At the beginning of each fiscal year, the sick leave "bank" of each employee shall be credited with one day of sick leave for each month the employee is scheduled to work in the fiscal year. Part-time employees shall accrue sick leave on a pro-rata basis based on the number of hours per day the employee is normally scheduled to work and the number of months worked per fiscal year.

The number of days credited to the employee's sick leave "bank" may be adjusted to reflect a change in the employee's work schedule, which either increases or decreases the number of months per year or hours per day the employee is scheduled to work during the fiscal year. Unused sick leave hours shall be cumulative and may be carried over from one year to another.

- b. Sick Leave Usage: Sick leave may be taken in increments of no less than thirty (30) minutes but such leave shall not be combined with break times. Sick leave credits may be used during the authorized absence of an employee for any of the following reasons:
  - (1) Illness, injury, incapacity or exposure to contagious disease of the employee. Up to six days of regular sick leave, in addition to the seven (7) days allowed under Personnel Necessity Leave, may be used for illness, injury, incapacity or exposure to contagious disease of the employee's immediate family or anyone, who over a period of time, has held the place of such a member;
  - (2) For time needed by the employee to undergo medical, dental, or vision treatment or examination;
  - (3) Incapacity due to the imminent or actual birth of a child.
  - (4) Personal Necessity:
    - (a) Amount of Time: An employee may elect to use, not to exceed seven (7) days in any one (1) fiscal year, sick leave which has been earned pursuant to Education Code Section 45191, for personal necessities. Such use of sick leave for personal necessities shall not exceed seven (7) days in any one (1) fiscal year, unless approved by the Superintendent.

- (b) Definitions:  
“Personal Necessity” is defined as any situation which requires the unit member to be absent from work during regular work hours and which cannot be accomplished during the unit member's non-work hours.  
“Immediate family” is as defined in this agreement.
- (c) Notice:  
No notice nor advanced approval for the use of personal necessity leave shall be required for leave taken for any of the following reasons:  
(1) Death or illness of a member of his/her immediate family; or  
(2) Accident involving his/her person or property or property of a member of his/her immediate family. (Please also see Sick Leave Usage.)
- (d) Notice and advanced approval for the use of personal necessity leave shall be required for leave taken for any of the following reasons:  
(1) Appearance in any court or before any administrative tribunal as a litigant or witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for in this agreement; or  
(2) Required appointments for the employee, his/her children, or other immediate family members in the household and volunteering in schools.
- (e) Inappropriate Use: Personal necessity shall not be used for recreation, extension of vacation, other employment, work stoppage, or strike.
- (f) Approval Procedures:  
(1) The immediate supervisor shall review the personal necessity leave request to approve or disapprove the time sequence only.  
(2) The Human Resources Department will review the personal necessity leave request to ensure compliance with the contract; and the Personal Director makes a decision regarding final approval or disapproval.

No employee with probationary status may use more than six (6) days of paid sick leave during the first six (6) months of employment without the written recommendation of the Director concerned and the approval of the Superintendent.

An employee who is receiving full pay because of the use of accrued sick leave shall be entitled to all employment benefits.

- c. Notification: Each employee who uses accrued sick leave for an unanticipated illness, shall on the first day of absence, contact his/her supervisor, or designee(s), if the supervisor is unavailable, within one hour after the start of the employee's normal work day. Absent employees who are assigned to work with students are requested to call in for a substitute by 6:00 a.m., but must call no later than 7:00 a.m.

If the absence lasts more than one day, the absent employee is expected to remain in regular contact with his/her supervisor regarding the date the employee will be able to return to work.

- d. Verification: A unit member may be required to present proof of illness or incapacity in order to qualify for pay during sick leave. A medical certificate may be required to substantiate any claim of workers' compensation regardless of length. For sick leave claims other than workers' compensation, substantiation will not be required for leaves of three (3) days or less unless the person has been notified verbally or in writing about concerns of excessive/inappropriate use or abuse of sick leave. Substantiation may be required for any length of requested sick leave if the employee has exhausted their accumulated sick leave.
- e. Application Sub Difference Leave:
  - (1) When an employee has expended his/her accrued sick leave and is absent due to illness or injury for a period of five (5) consecutive days, the employee would have been on duty, the employee shall be eligible for sub differential leave retroactive to the first day of the five-day waiting period. When an employee has expended his/her accrued sick leave and is absent due to an illness or injury, which in the case of an ongoing condition has a composite duration of five (5) days of work or more, the employee shall be eligible for differential leave.
  - (2) Differential leave shall be for a maximum of one hundred (100) duty days from the first day of the absence.
  - (3) The amount deducted from the salary due the regular employee for any month in which the absence occurs shall not exceed the sum, which is actually paid a substitute employee employed to fill his/her position during the absence. In the event that the absent employee is in the first step of a salary range, the employee shall receive at least a five (5) percent differential.
  - (4) An employee eligible for sub differential leave may, with the approval of his/her immediate supervisor, use accrued vacation or compensatory time between the expiration of sick leave and the beginning of sub differential leave.
  - (5) An employee on sub differential leave, which extends into a new fiscal year, shall be eligible only for the unexpended days of the initial sub differential leave for the same illness or injury.
- f. Sick Leave Conservation Incentive: Each employee who uses less than five (5) days, or forty (40) hours, sick leave between July 1 to June 30 of each year shall receive a Sick Leave Conservation Incentive of one (1) additional vacation day. Employees are encouraged to use this additional vacation day within the fiscal year it is received.
- g. Sick Leave Credits Upon Retirement: (For Sick Leave Service Credits Upon Retirement please see Article X, Section 22. Retirement, subsection c.)

3. Catastrophic Leave:

- a. Definition: Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury such as, but not limited to, cancer or heart attack, which clearly disables the individual for more than twenty (20) days.
- b. Coverage: All permanent employees shall be eligible for such leave due to their own serious illness/injury or the serious injury/illness of an immediate family member defined as spouse, parent, sibling, or child.

- c. Other Leave: An employee must first exhaust all accrued leaves before qualifying for Catastrophic Leave.
- d. Catastrophic Leave Generic Bank of Hours: Each permanent employee who separates from the County Office, through other than layoff, may elect to donate up to twenty-five percent (25%) of unused accrued sick leave, up to a maximum of 40 hours, into a generic catastrophic leave hours bank. Each employee who elects to make such a donation will sign a form making an irrevocable choice to donate a specific number of hours. Such donated sick leave hours may not be transferred to subsequent employment with another educational institution.

Each employee, who otherwise qualifies to use catastrophic leave, once a accrued paid leave time has been exhausted, may apply to use up to forty hours per fiscal year of time in the generic catastrophic leave bank. Such time will be allocated to employees on a first come, first serve basis based on the application date for catastrophic leave. An employee may use up to forty hours of generic catastrophic leave prior to withdrawing time donated specifically on his/her behalf.

- e. Catastrophic Leave Specific Bank of Hours: Catastrophic Leave taken by an employee, beyond the forty (40) hours allowed from the generic bank of hours, shall be counted against a bank of hours specifically donated by other County Office employees on behalf of the affected employee. No employee shall be allowed to use more than four hundred eighty (480) hours from the specific catastrophic leave bank in one (1) fiscal year; nor may the employee use more than the total number of hours available in the bank.
  - f. Employee Donation of Hours: County Office employees donating sick leave, vacation, or compensatory time to the Catastrophic Specific Leave Bank for a specific individual, must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least forty (40) hours after the donation of vacation time and/or eighty (80) hours of sick leave after the donation of sick leave time. Employees may donate all of their accrued compensatory time to the bank upon written waiver. Donated time and time used will be added or deducted in full-hour increments, and will be considered as equivalent in value for purposes of this section only.
4. Vacation Leave:
- a. Vacation Accrual Limits: Each bargaining unit employee, shall accrue vacation leave with full pay as provided herein. Each employee with less than eleven (11) years of service may carry over a maximum of thirty (30) days vacation leave from one (1) fiscal year to the next and employees employed for eleven (11) years or more may carry over thirty-seven (37) days, provided however, that they use enough vacation leave during the same year to bring the accrual total to the thirty-seven (37) day maximum.

Except in special cases as determined by the Superintendent, no employee may take such leave, or receive payment in lieu thereof until he/she has completed six (6) months of continuous service in the Sonoma County Office of Education. At the end of the fiscal year an employee who has accumulated more than the maximum allowable vacation carry over may receive payment for all vacation credit accrued above the maximum. However, upon written request and at the discretion of the Superintendent, employees may be allowed to carry over vacation credit in excess of the maximum.

- b. Vacation Accrual Rates:
  - (1) Vacation Schedule shall be as follows:
 

0 to 5 years	12 days
6 to 10 years	15 days
11 to 15 years	18 days
15 or more years	21 days
  - (2) No employee shall accrue any paid vacation leave for any period of leave without pay, absence without leave or suspension.

- c. Vacation Scheduling: Vacation schedules shall be arranged by Directors with particular regard to the needs of service and with regard to the wishes of the employees. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrued to him/her in that year.

When an employee has over twenty-four (24) working days of accrued unused vacation leave, the County Office may require this employee to take up to ten (10) working days of vacation within the fiscal year. The schedule of such required vacation shall be arranged to take place during a time, which is mutually agreeable to the employee and the Director.

All vacation other than required vacation may be so divided as the needs of the service require or permit, except that the office shall make every effort to provide employees the opportunity to take at least one week of uninterrupted vacation time.

No employee may take vacation leave without advance approval of the Superintendent or his/her designee. No employee may take vacation leave in advance of that actually accumulated by him/her at the time such leave is taken without the written recommendation of the Director concerned and approval of the Superintendent.

When an employee is restricted on use of vacation during a certain month or months of the year due to needs of the County Office, the County Office shall make every effort to be flexible in accommodating the employees request(s) to use vacation during the remaining months in the year.

- d. Vacation Usage: Vacation leave may be taken in increments of no less than thirty (30) minute increments but such leave shall not be combined with break times.

5. Industrial Accident and Industrial Illness Leave:

- a. Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Section 44043, 87042, 45192 and 88192 and this Section.
- b. Paid industrial accident leave shall be for not more than sixty (60) working days in any one (1) fiscal year.
- c. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.

- d. If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if he/she is eligible therefore.

Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from the State Compensation Insurance Fund.

- e. After all paid illness leave has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation, earned compensatory time or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the State Compensation Insurance Fund.

After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay. The total time of all leave benefits provided under this Rule, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one (1) industrial accident or industrial illness.

- f. Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

- g. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of Education Code and this Agreement. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

- h. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

- i. An employee who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis, and in assignment areas in which the employee has made himself/herself available. Employees removed from a reemployment list under this section may appeal the removal to the Personnel Commission.

- j. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the County Office shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment.

An employee who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in paid status during the preceding year.

During all paid leaves resulting from an industrial accident or industrial illness, the employee shall endorse to the Superintendent of Sonoma County Schools all wage-loss benefit checks received under State Workers' Compensation Insurance laws. The Superintendent shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the County Office under this section. Eligibility for purposes of accruing vacation and sick leave will be suspended during disability leaves without pay.

6. Bereavement Leave:

- a. An employee shall receive necessary leave of absence with full pay, not to exceed three (3) days, or five (5) days if travel over 450 miles is required in the event of death of a member of the immediate family as defined below.
- b. Immediate family is defined as the spouse, sister, brother, son-in-law, daughter-in-law of the employee; mother, father, son, daughter, grandmother, grandfather, grandchild of the employee or spouse of the employee, domestic partner; or any relative living in the immediate household of the employee; or anyone who, over a period of time, has held the place of such a member.
- c. Any denial of bereavement leave will be in writing and state the reason for the denial.
- d. If needed, additional absence without loss of salary will be allowed in accordance with Section 2. If additional time is needed, the employee may request the use of accrued vacation time or compensatory leave time.
- e. An employee may receive time up to one (1) day with full pay to attend the funeral of a close, personal friend.

7. Volunteering in Schools Under the Family School Partnership Act (FSPA):

Approved paid or unpaid leave may be used for, but is not limited to, the following activities- helping with a class party, chaperoning a field trip, attending an assembly, serving on a committee, tutoring, conferring with a teacher or counselor, or volunteering time in the classroom or on campus. For calendar year 1996 each employee may use up to one day per year of personal necessity leave to volunteer in a school.

At the end of calendar year 1996 a committee composed of management and labor will review the use of leave time to volunteer in schools. The committee will review whether such time off was used by parents and guardians or employees without children, whether the use of such leave created service delivery problems at the County Office, the cost of such leave use, and other relevant factors to determine if such use of personal necessity leave will be continued after 1996.

In addition to this one day of personal necessity leave each employee may use accrued vacation time or compensatory time to volunteer in a school.

The following restrictions apply to all approved paid and unpaid leave time used to volunteer in school:

- a. The employee must turn in to the Human Resources Department a specific plan for the volunteer activity, which has been reviewed and approved by the school and then proof that he/she participated in the school activity; (use Absence Report Form)
- b. the employee is allowed a total of two (2) hours a week or eight (8) hours a month, and a total of forty (40) hours per year of approved paid or unpaid leave, only one day of which may be personal necessity leave;

8. Jury Duty and Witness Leave:

- a. Leave of absence for jury service shall be granted to any classified employee who has been officially summoned to jury duty in local, State, or Federal Court. Leave shall be granted for the period of service. The employee shall receive full pay while on leave provided that the jury service fee, if any, for such leave is assigned to SCOE and the subpoena or court certification is filed with the Superintendent. Request for jury service leave should be made by presenting the official court summons to jury service to the Assistant Superintendent of Human Resources.

In addition, prior to reporting for duty, the employee shall consult with their immediate supervisor regarding the impact of serving on a jury, which is scheduled for three (3) weeks or more.

- b. Leave of absence to serve as a witness in a court case shall be granted to an employee when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee, if any, for such leave is assigned to SCOE and the subpoena or court certification is filed with the Superintendent. Request for leave of absence to serve as a witness should be made by presenting the official court summons to jury service to the Department Head.
- c. The jury service fee and witness fee, if any, referred to in (a) and (b), respectively, do not include reimbursement for transportation expenses.
- d. An employee who has received leave of absence under this contract section shall make himself/herself available for work during hours when his/her presence is not required in court.

9. Absence for Examination: Every employee shall be permitted to be absent from his/her duties during working hours in order to take any examination for promotion in the Sonoma County Office of Education without deduction of pay or other penalty, provided that he/she gives two (2) days notice to his/her immediate supervisor.

10. Military Leave: Military Leave of Absence shall be granted and compensated in accordance with Military and Veterans Code Section 389 and 395. (See Appendix L)

11. Leave of Absence Without Pay:

- a. Leave of absence without pay may be granted to a bargaining unit employee, upon the written request of the employee and the approval of the Superintendent or his/her designated representative, subject to the following restrictions:

- (1) Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps or the Red Cross or Merchant Marine during time of national emergency may be granted for a period not to exceed twenty-four (24) months, and
  - (2) The granting of a leave of absence without pay gives to the employee the right to return to his/her position at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned must be released or reassigned upon completion of the leave and return of the regular employee.
  - (3) The granting or denial of any leave without pay for whatever reason is within the discretion of the Superintendent. Requests for such leave will not be arbitrarily denied, and upon request, written reasons will be provided. Each such request will be considered on its individual circumstances and merit and the granting or denial shall not act as precedent from one year to the next or from one employee to another. An employee may or may not be required to exhaust all paid leaves to which they are entitled prior to taking a leave without pay.
  - (4) A leave of absence without pay of any length may cause a loss of retirement service credit.
- b. The Superintendent, as ex-officio secretary for the Board of Education may, for good cause, cancel any leave of absence by giving the absent employee due notification. The employee may appeal the cancellation through the grievance procedure.
  - c. An employee may make a written request to the Superintendent, as ex-officio secretary for the Board of Education to return to work prior to the expiration date of the leave. The Superintendent may approve or reject the request.
  - d. Failure to report for duty within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the Superintendent, as ex-officio secretary for the Board of Education. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause. This provision is not applicable to military leave.
  - e. If an employee cannot be placed in a vacant position in his/her class upon return from leave of absence, he/she shall have bumping and reemployment rights, in accordance with his/her seniority, in the same manner as if he/she had been laid off for lack of work or lack of funds on the date his/her leave expires.
  - f. Medical benefits During Sub Difference Leave: The County Office shall continue to make its normal contributions towards the cost of health, dental, vision, and long term disability coverage for an employee who is on sub difference leave for the duration of the leave or five months, whichever is less. After the initial five months of sub difference leave, the employee who is on leave without pay shall be allowed to continue any or all of the insurance benefits provided under this agreement at the employee's own expense, subject to carrier approval, until the employee returns from such approved leave.

g. Re-enrollment in Medical Plans:

- (1) Medical Plans: An employee who is on leave without pay, who has elected not to continue medical benefits while on the leave, shall be allowed to re-enroll in the medical program in which the employee participated prior to the leave without pay subject to carrier approval.
- (2) Dental Plan: Eligible employees on leave of absence may continue to be provided benefits provided continued premium charges are paid. An employee who elects not to pay premiums while on leave is eligible to be reinstated at 70% upon return to work and submittal to DDS of enrollment forms, except as provided below:

Employees allowed to take up to four months Family Care Leave in accordance with Government Code Section 12945.2 and 19703.3 and who elect not to pay premiums during such leave shall be permitted to return to dental benefits at the conclusion of the leave without penalty upon submittal to DDS of an enrollment form.

12. Maternity Leave:

- a. A maternity leave may be granted to an employee upon request for time prior to the expected delivery date. Such leave is without pay. Included in the request the employee shall indicate the specific dates of the requested leave.
- b. During an approved maternity leave the employee shall be entitled to continue all medical insurance coverage (health, dental and vision) and long term disability at the employee's own expense as provided in 18.f above.
- c. Accrued vacation may be used before or after the maternity leave and as provided under long-term disability. In lieu of paid leave, the employee may choose an unpaid leave as provided in Section 16 of this Article.
- d. During the course of the maternity leave the employee is also entitled to use accrued sick leave whenever the employee has a doctor's verification that the employee is disabled.
  - (1) Disabilities caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom shall be treated on the same terms and conditions as leaves of illness, injury or disability.
  - (2) The length of such use of sick leave including the date the leave commences and ends shall be determined by the employee and employee's physician. The County Office reserves the right to request further certification of illness.
- e. An employee may continue to work, prior to delivery, so long as her physician certifies that she is able to do so.
- f. Employees on maternity leave are subject to reassignment and transfer on the same basis as other unit members. In the absence of such action, the employee returns to her former position and department.
- g. No later than two (2) weeks before the end of an approved maternity leave, the unit member shall notify the Human Resources Department in writing of the following:
  - (1) intent to return to duties at the expiration of the leave; or
  - (2) their resignation with effective date; or
  - (3) a request for extension of unpaid leave.

13. Child Rearing Leave:

- a. A child rearing leave without pay may be granted to an employee regardless of the child's age. Child rearing leave may be granted after the birth of a child, when an employee adopts a child, or when other circumstances warrant such leave. Child rearing leave may be in addition to any maternity leave an employee may be entitled to receive.
- b. The employee shall be reinstated to his/her former position and department at the expiration of said leave. However, such employee is subject to transfer and/or reassignment on the same basis as other unit members.
- c. During an approved Child Rearing Leave the employee shall be entitled to continue all medical insurance coverage (health, dental, vision) and Long Term Disability at the employee's cost as provided in 18.f. above.
- d. If both parents are County Office employees, Child Rearing Leave may only be extended to one parent.
- e. No later than two (2) weeks before the end of an approved child rearing leave, the unit member shall notify the Human Resources Department in writing of the following:
  - (1) intent to return to duties at the expiration of the leave; or
  - (2) their resignation and effective date; or
  - (3) a request for extension of unpaid leave.

14. Family Care Leave:

Each employee who has been employed by the County Office for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the County Office and the employee.

Family Care Leave may be used for the birth of the employee's child, placement of a child for adoption or foster care, to care for a spouse, domestic partner, child of the employee or of the domestic partner, or parent with a serious health condition, or a serious health condition which renders the employee unable to perform essential job functions. An employee may use up to twenty (20) days of his/her sick leave to care for a spouse, domestic partner, child of the employee or of the domestic partner, or parent with a serious health condition as well as for a serious health condition which renders the employee unable to perform essential job functions.

During the period of such leave the County Office shall maintain the employee's health benefits, if any, on the same basis as if the employee was in paid status. Upon return from Family Care Leave, the employee is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The employee's absence under this provision shall not be considered a break in service.

The employee must provide the County Office with at least thirty (30) days advanced notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances.

## ARTICLE XII – RETIREMENT

### 1. Early Retirement Incentive Program (ERIP):

Options: Bargaining unit member may select from four (4) retirement options. Approval of Option #1 is automatic, assuming the unit member meets the eligibility requirements and applies in a timely fashion. Approval and denial of applications for Options #2, #3, and #4 are purely within the discretion of the County Superintendent of Schools. Approval of Option #2, #3, and/or #4 does not preclude an employee from qualifying for and receiving Option #1, unless Option #1 is waived by the employee in writing.

Option #1: Upon regular or disability retirement under PERS after fifteen (15) years of service with the County Office, and attaining fifty-five (55) years of age if regular retirement, the County Office agrees to pay up to the same amount contributed for health benefit premiums for an active full time employee for the employee and one dependent, until the employee reaches sixty-five (65) years of age or otherwise qualifies for Medicare. For employees with 15 years of service to SCOE or more, who retire after September 1, 2007, the County Office will pay the same percentage towards retiree health premiums as is paid towards active employees for Kaiser coverage at the employee only or employee plus one dependent rate, but not more than the maximum amount specified in Superintendent policy 4540 1. c. (Currently \$960 per month).

Option #2: Upon regular retirement under PERS, after fifteen (15) years of service with the County Office, the County Office may reemploy the retired employee, if such employee has the skills needed in performing work of limited duration, subject to PERS, Education Code, and Government Code limitations.

Option #3: An employee who is at least fifty-five (55) years of age, but who has not yet reached sixty (60) years of age and who has at least fifteen (15) years of service with the County Office and who is otherwise eligible to retire under PERS, may apply to receive two (2) years of service credit under the Golden Handshake Program (Government Code Section 20586).

Such Service Credit, if approved, will be provided at no cost to the employee. As a part of the County Superintendent's consideration of the request, the employee may agree to voluntarily waive both employee and dependent or only dependent health coverage under Option #1.

Option #4: An employee who is at least fifty-five (55) years of age, but who has not yet reached sixty (60) years of age, and has at least fifteen (15) years of service with the County Office may apply to receive a cash lump sum to be paid either all at once or over a two (2) year period. If approved, the employee will make an irrevocable written choice to receive the cash sum all at once or over a two-year period. If approved, the sum will be computed as follows:

Fifteen percent (15%) for the first fifteen (15) years of service plus one and one-half percent (1.5%) for each additional year of service beyond the initial fifteen (15) years, times the employee's final year regular annual salary.

2. General Provisions:

- a. All retirees who do not receive paid health benefits may remain a part of the County Office health programs, subject to carrier approval, provided the retiree pays the cost of the premiums.
- b. Applications for Options #1, #2, #3, or #4 will be accepted between September 1<sup>st</sup> and March 31<sup>st</sup> of each fiscal year, with an effective date of July 1<sup>st</sup> of the following fiscal year. All applications must be in writing and are submitted to the Superintendent with a copy to the Union and the Human Resources Department. The Superintendent will approve or deny all applications in writing within thirty days of receipt, with a written statement of the reason for denial if the application is denied.
- c. Notwithstanding the above specific early retirement options, the County Office and the Union agree that they are willing to meet and discuss additional early retirement packages on an individual employee basis, which will be of mutual benefit to the County Office and to the employee.

3. Service Credits Upon Retirement:

As long as such is allowed and provided for by law, each employee who separates from the County Office through retirement, shall be entitled to have all unused accrued sick leave credited to the employee's hours of service credits for purposes of retirement under PERS.

## ARTICLE XIII – EMPLOYMENT PROVISIONS

### 1. Hiring:

- a. Notification of Vacancies: All vacancies shall be advertised to presently employed employees for the same concurrent time period the position is advertised outside the County Office, but no less than one week.
- b. All newly hired employees shall be hired from an established employment register. The employment register shall be established pursuant to the Rules and Regulations of the Personnel Commission for Classified Employees. All newly hired employees shall serve a probationary period of six (6) months. With the written mutual agreement of the probationary employee, the County Office, and the Union, this six (6) month probationary period may be extended by up to six (6) additional months.

### 2. Promotions:

Whenever there is a vacant position and there are one (1) or more qualified candidates presently employed by the County Office, the employee(s) may be given prior consideration. When there are not one or more qualified candidates presently employed by the County Office the vacancy shall be filled on a competitive basis with equal consideration given all qualified candidates. Each employee who submits an application for a vacant position, and who meets the minimum qualifications for the position, will be called to participate in the oral interview phase of the examination process.

### 3. Classification Studies:

- a. Request for reclassification study of individual positions may be submitted to the Assistant Superintendent of Human Resources at any time. The Assistant Superintendent of Human Resources shall within 30 calendar days acknowledge receipt of such request and shall indicate the timeline for completion of the study.
- b. Group Studies: Effective 1995-96, the Union may request up to two reclassification studies per year which cover all the positions in a particular classification (all Clerk Typists II's for example) or a series of classes (all clerical positions for example). Each group of classes or group of all the position in a class will not be studied more than once every four years, unless otherwise mutually agreed. For 2011-2012, SCOE will consider conducting a reclassification study on the Special Education instructional classifications.

The reclass requests for groups of positions or all positions in a class must be submitted by the union by January 30th of each year; and the County Office must complete the study by August 1<sup>st</sup> of that same year. The results of the reclass study will be included in the regular contract negotiations for that year. If no regular negotiations are scheduled, negotiations will begin on the reclass study results no later than September 1<sup>st</sup> of that same year.

- c. It will be the sole decision of SCOE whether to use an outside consultant.
  - (1) Should the County Office decide to use an outside consultant to conduct all, or part, of a classification study, the County Office agrees to consult with the Union regarding the selection of the outside consultant.

- (2) Upon request of either party, the Union and the County Office will meet to explore whether or not they can agree on a joint recommendation of the jurisdictions to be included in a classification study. If the Union and the County Office reach an agreement, such agreement is binding on any consultant involved in the study. Once an outside consultant has been selected, the Union shall have an opportunity, along with the County Office, to meet with the consultant or his/her representative who will actually conduct the study. During such a meeting the Union may make recommendations regarding jurisdictions, which should be used for comparisons in the study. The County Office may also make such recommendations. The consultant is not bound by such recommendations unless it is a joint Union/County Office recommendation.
      - d. Recommendations from any reclassification study which are mandatory subjects of bargaining shall be subject to negotiations between the County Office and the Union prior to implementation.
4. Resignations:
  - a. When submitting a voluntary resignation, the employee shall specify the effective date of the resignation. Two weeks of written notice is required unless otherwise approved by the Office.
  - b. Upon receipt of a resignation notice, the Office's contribution to the premium for fringe benefits will cease on the effective date of the resignation except as specified below:
    - (1) If the individual is in paid status for at least ten (10) workdays in the month of the resignation, the Office will pay the benefits for the entire month as though they had worked through the month.
    - (2) If the individual is a ten (10) month employee and resigns between the last school day of the school year and August 31, the Office will continue to make the same fringe benefit contribution for July and August provided that the individual had been employed since September of the just completed school year. If the individual was employed after September 30 of the just completed school year, the provisions of (1) above apply to the County Office's contributions for fringe benefits.
5. Layoff:

"Days" as used in this section means calendar days. If the County Office proposes to lay off an employee, it shall notify the Union in writing at least forty-five (45) days in advance of the effective date. The forty-five (45) days may run concurrently with the ninety (90) days notice on contracting out as provided in Article XVI. Unit members to be laid off shall receive no less than thirty (30) days written notice of a lay off. The County Office agrees to negotiate with the Union regarding the effects of a layoff upon request.

  - a. Transition to Other Positions: The County Office and the Union share the mutual interests of avoiding layoff of employees whenever possible and providing for smooth transition when an employee is transitioned into a new assignment. In recognition of those shared interests the parties agree to the following provisions, which are in addition to those provided in the Merit Rules:

- (1) The County Office will make an effort within the provision of the Merit Rules to place each employee identified for layoff in another vacant position within the County Office for which the employee is qualified.
- (2) Each employee transitioned into another County Office position, except through the exercise of their bumping rights in case of layoff, will serve a probationary period.
- (3) If an employee is demoted to a position in a lower paid classification as a result of implementation of a layoff, the employee's salary will be Y rated until such time as the employee leaves the County Office, is reinstated to his/her previous classification, refuses an offer to be reinstated to his/her previous classification, or is promoted. A refusal of an offer of promotion will not affect the Y rating of an employee's salary. (Please see Merit Rules for an explanation of Y rating.)
- (4) An employee who is either demoting in lieu of layoff or exercising his/her bumping rights will have a minimum of three (3) days to consider position options before making a final decision, with the following exception:

An employee who is notified of the need to select an option on a Friday will have until the end of the day on the following Tuesday to make a final decision. When possible, employees will be given more than three days to consider their options.

- (5) Because of the unique nature of the relationship between the Temporary Support Assistant and student assigned, if the student leaves the County Office programs, the Temporary Support Assistant so assigned to that student will be laid off and will not have any displacement rights. The County office will provide 45 days advanced written notice to the employee being laid off and the union. The laid off temporary Support Assistant will be offered the first available new assignment in that classification for which they are qualified and will be placed on a restoration list for 39 months, but with no guaranteed minimum hours.

b. Continuation of Health Benefits:

- (1) Employees actually laid off will receive up to three (3) months health benefits with the County Office advancing the full premium for those employee who are actually laid off. Such payment of premium will terminate if the laid off employee secures other employment which provides health insurance coverage.

If the employee is not reinstated from layoff for six months or more, SCOE will not collect the employee's share of the premium for the three months the premium was advanced. If the employee is reinstated from layoff within six months of the date of layoff, the County Office will collect the employee's share of the premiums that were advance due to layoff. The employee may request a time period of up to nine months for collection of the employee's share of the premium.

- (2) Once the County Office stops making its contribution, the employee is entitled to participate in benefits at the employee's own expense under the COBRA time period for continuation of benefits.

- (3) An employee who is unsuccessful in completing the probationary period listed in 5 a. (2) above, and who leaves the County Office, will be eligible for the three months of County Office contributions for health benefits under this section.
- c. Time Off to Seek Employment: Each employee who has been notified they are to be laid off and who has not been transitioned into another County Office position, may use up to four days of unused accrued sick leave to seek other employment. Employees must have prior approval from their supervisor to use this time off.
6. Transfers:
- a. Definition: A transfer is defined as a voluntary (employee initiated) or involuntary (SCOE initiated) change in a unit member's work assignment (location, student population, class assignment).
- b. Assistant Assignments: At least once each year and prior to May 10th, the County Office will distribute a survey to each employee in an Assistant classification. The employee will be requested to specify his/her assignment preferences for the following school year. Such preferences should be indicated without regard to actual known, or anticipated vacancies. Such written preferences will be returned to the County Office by the specified date and shall be kept on file for the year. Employees who do not receive the assignment of preference in the fall shall have that request considered a voluntary transfer request. The request will be forwarded to the Human Resources Department.
- Along with all other factors, in determining Assistant's assignments at any time, SCOE will give serious consideration to the requests and preferences submitted in the survey described above. First consideration will be given to Assistants who have been with the County Office for at least five (5) years. Assistants will be informed of their tentative assignments no later than 7 calendar days before their first workday.
- c. Impact On Sequence of Layoff: Transfers shall not be used as a device to alter the sequence of an impending layoff.
- d. Involuntary Transfers: After the school year begins each employee who is involuntarily transferred shall, except in unusual circumstances receive at least seven (7) calendar days advanced written notice. The Union will be notified in writing at the same time the employee is notified. In the event that 7 days notice is not provided, the Office will provide a written explanation to the individual and the Union.
- Involuntary transfers shall be based on business and/or educational needs and shall not be arbitrary or capricious. Prior to implementing an involuntary transfer, the County Office shall, upon request, meet with the employee to discuss the proposed transfer and possible alternatives. At the employee's request a Union representative may attend the meeting.
- e. Voluntary Transfers: An employee interested in a transfer to another position in the same classification should file a written notice with the Human Resources Department and the Directors of the program involved. Such written request will be kept on file for a minimum of one year, or until the transfer has been granted. A request for transfer may be renewed by submitting another written request once the previous request has expired.

When a position is open for which an employee has a transfer request on file, the Human Resources Department shall send to employee's address of record the position announcement and the location of the work, if known, concurrent with the posting of the position.

Employees who wish to be considered for a particular vacant position in the classification for which he/she currently holds permanent status, shall be submit a written request for and interview. Employees who submit a request for interview shall be offered an interview for the position.

Employees interviewed for the positions will be informed regarding the status of the position in the same manner as outside applicants

When evaluating candidate's qualifications, all other things being equal, requests for transfer into an existing vacancy, or vacancies, will be granted based on seniority.

- f. Transfer Rights: An employee who is transferred shall retain credit for a previous service in his/her job class. Transfer shall not change the employee's salary rate, anniversary date, accumulated sick leave, accumulated vacation leave, or in any other manner reflect adversely upon his/her rights as provided by law and this Agreement.
- g. All transfer opportunities will be listed on the recorded (job) hotline.

## ARTICLE XIV – MANAGEMENT RIGHTS & POWERS

Except as limited by the express terms of this agreement, it is understood and agreed that the Board and the Superintendent retain all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the County Office operation; determine the curriculum; build, move or modify the facilities; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the County Office retains the right to hire, assign, evaluate, promote, terminate and discipline employees.

In the event of an emergency, the County Office shall have the right to rescind any portion of this Agreement directly related to the nature of the emergency. "Emergency" as used in this Article is limited to those highly unusual or catastrophic situations, which would prevent the normal functioning of the County Office pursuant to this Agreement. Whenever reasonably possible, prior to a declaration of emergency by the County Office, SEIU ~~707~~ 1021 shall be given written notification of the County Office's intent. A meeting shall be held with SEIU 1021 to discuss the nature of the emergency and the necessary steps that have been, or will be, taken. At the cessation of the emergency, the contractual terms shall be automatically reinstated.

With the exception of items solely under the preview of the Personnel Commission or the County Superintendent as specifically provided in the Education Code, it is understood that the Superintendent acts with the concurrence of the Board with respect to the County Office's exercise of management prerogatives.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and County Superintendent, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

The County Board of Education will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

### **Labor/Management Committee:**

1. The committee shall be made up of a minimum of four representatives each appointed by the Union and appointed by the Superintendent from Management. The Superintendent may be a member of the committee.

All committee members will complete interest-based problem solving training. Such training shall be provided by the County Office without cost to the committee member.

2. The committee may review, discuss, make recommendations on a variety of issues, such as work effectiveness, work distribution, work flow, etc., with the following exception: The committee will refer matters which impact the collective bargaining agreement to the negotiations process. The Committee is not authorized to bargain, modify or add to the existing provisions of the existing agreement without the written mutual agreement of both parties. Grievances, wages, fringe benefits are also excluded from modification by the Committee.

3. The Committee will brainstorm possible solutions to issues and use interest-based problem solving techniques to resolve issues whenever possible. In reviewing issues, the Committee is encouraged to define issues carefully, discuss interests, study and evaluate the most promising solutions, and make a recommendation, with any relevant supporting documentation, to the Superintendent with a copy to the Union. The Committee may make an oral presentation as well as their written report to the Superintendent. Any such oral presentation will include at least one committee member appointed by the Union and one committee member appointed by the Superintendent from management staff. The Committee may utilize the services of a facilitator and/or recorder or share those roles among committee members.
4. The Superintendent shall evaluate proposed solutions, make a decision on the Committee's recommendation and report his/her decision in writing to the Committee. The Superintendent's decision is final.
5. Time spent in the work of the Labor/Management Committee during an employee's regular work hours will be considered time worked, and employees will be released from their regular assignment with no loss of pay.
6. The Committee may be continued, modified, or expanded by mutual agreement of the parties.

## ARTICLE XV – CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow-down or other interference with the operations of the County Office by the Union or by its officers, agents or members during the term of this Agreement.

The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the County Office by employees who are represented by the Union, the Union agrees to advise and direct those employees to cease such action. It is agreed and understood that any employee violating this Article XIII may be subject to discipline or discharge by the County Office.

It is understood that the County Superintendent with the approval of the County Board of Education shall be entitled to withdraw any privileges or services provided for in this Agreement or in Board policy of any employee or employee organization that violates this Agreement.

In addition, the organization represented by the Union, together with their officers, agents and members agree that there shall be no strikes, slow-downs or stoppages of work or any acts with the operation of this County Office or any other governmental agency or body, whether such acts be related to sympathy with another group of employees or be related to matters wholly within the County Office.

## ARTICLE XVI – WORKING CONDITIONS

1. Facilities: The County Office shall make available adequate parking, lunchroom and restroom facilities for the use by County Office employees. The lunchroom shall have a refrigerator and a microwave oven for County Office employees' use only.
2. Safety:
  - a. Safe Work Environment: The County Office acknowledges its duty to comply with all applicable federal, state, and local health and safety regulations, which includes the provisions of a safe and healthful work environment for all employees, and to promote work place safety in the following ways:
    - (1) to make every reasonable effort to provide a work place with regular cleaning and adequate heating, ventilation, cooling, lighting, and noise control;
    - (2) make hazard report forms available to all employees in all work sites and to train employees on the use of such reports;
    - (3) any employee with safety concerns which cannot be addressed through the hazard report process, should follow the County Office Injury and Illness Prevention Program or provide written notice to the Chair of the Health and Safety Committee.
  - b. Job Related Injury/Illness Duties Adjustment/Reassignment: When an employee suffers a job-related illness or injury, the County Office agrees to follow the provisions of the Americans with Disabilities Act (ADA) and all other federal, state, and local regulations and laws concerning reasonable accommodation.
  - c. Safety Protection: In accordance with state and federal law and the County Office's policy on Employee Safety, no employee shall be required to work under conditions which are considered unsafe or hazardous.
  - d. Hazard Form Response: The County Office will follow the procedures for responding to Hazard Report Form as specified in the County Safety Program. In addition, the County Office will implement a follow-up procedure within 30 days.
  - e. Personal Property: The County Office shall provide for reimbursement of up to \$300 per incident to an employee for clothing and eye glasses which are damaged or destroyed by the conduct of a student, while an employee is performing his/her job duties. The employee must follow the requirements of the Superintendent's policy when submitting a claim for reimbursement.
3. Copy of Agreement: Within sixty (60) days after the adoption of this Agreement, the County Office shall provide, without charge, access to an electronic or hard copy of this Agreement to every bargaining unit employee.
4. Advisory Committees: The County Office shall not form or cause to be formed any advisory committee on any matter concerning bargaining unit employees without notice to the Union.
5. Clothing: The County Office shall provide protective clothing to maintenance and print shop employees who during the performance of his/her job (1) may soil his/her clothing; (2) is required to be exposed to the rain.

6. Tools: Employees shall not be required to provide tools necessary to perform their job duties. Where employees voluntarily provide equipment, with supervisor approval, the County Office shall accept responsibility for their maintenance and security. The County Office shall provide to each employee all tools and safety equipment necessary for the employee to complete assigned work.

## **ARTICLE XVII – TRAINING, CONTINUING EDUCATION, MATERIALS & EXPENSES**

1. In Service Training: The County Office shall provide a program of In Service Training for employees in the bargaining unit designed to maintain a high standard of performance, and to increase the skills of employees in the bargaining unit.

There shall be an orientation program developed for all new employees and continuing education through In Service Training shall be provided. SCOE will pay the full cost, excluding any wages during hours other than normal working hours unless otherwise agreed to, but including transportation for job-related training, seminars and workshops which management has approved for employee participation. Employees shall have the right to suggest such training programs to their individual supervisors. The SEIU Council of Representatives shall study and make recommendations to the County Office regarding needed In Service Training.

2. Career Development: Directors will provide employees with information about cross training opportunities and other career development opportunities. All references in this section to Director mean the Director in the department where training is to occur.
  - a. An employee may at any time indicate in writing to the Director of a department their interest in being trained in a particular position in that department.
  - b. The Director shall review the request with the appropriate supervisors and other management staff.
  - c. The Director shall respond in writing to the employee within twenty (20) days of the request. The Director shall respond in writing to the employee within five (5) days if there is a known vacancy or a vacancy about to occur and notice has been given to the County Office.
  - d. Upon approval by the Director of the training request, the employee, with the assistance of the appropriate supervisor(s) will develop a draft training plan.
    - (1) Included in such plan, will be the timeline for completion of such training as well as subject matters and particular skills to be studied and practiced.
    - (2) Such plan is subject to the Director's review and approval, which will be completed within thirty (30) days of submission of the plan.
    - (3) While in progress, the timelines as well as other areas of the training program may be changed by the Director as needed. Such changes may be appealed by the employee to the Superintendent.
  - e. While it is recognized that some aspects of the training will be done during the unit member's regular work day, it is understood that the individual may also need to devote some of his/her own, off work time to such training.
    - (1) On a regular basis training shall not add to the regular work hours of the trainee or the trainer. However, with the concurrence of the training supervisor, a request for overtime may be submitted. Such requests must be submitted in advance to the Director.

- (2) Any conflict in scheduled hours of work and training shall be resolved by the mutual agreement of the Director(s). If no agreement can be reached the Superintendent shall render a final decision.
  - (3) During such training during work hours the employee shall not be entitled to differential or any additional reimbursement for working out of classification. The employee must sign a waiver to this effect. The waiver shall specify an ending date and be limited to the training period.
  - (4) Any training time spent by the employee on his/her own (off-work) time is not subject to compensation by the County Office and the employee shall sign a waiver to this effect. The waiver shall specify an ending date and be limited to the training period.
- f. Upon the successful completion of the training program, and upon the written request of the employee to the Director, the County Office shall have an evaluation done of the employee's performance by the training supervisor during that training. Upon request of the employee a copy will be placed in the employee's personnel file.
  - g. Employees who have completed such training may be used to fill a vacant position during temporary vacancies, sick leave or vacations of the incumbent.
  - h. All aspects of the Career Development Training are subject to appeal by the employee to the Superintendent.
  - i. If an employee is dissatisfied with the decision of the Director regarding the training plan, the employee may file a written appeal to the Superintendent. This appeal must be filed within ten (10) working days of the Director's decision. The Superintendent shall respond in writing in five (5) working days. The decision of the Superintendent shall be final.
3. Professional Growth Reimbursement Plan:
- a. Each unit may submit in advance proposals in writing relating to professional growth to their immediate supervisor with a copy to the Director of their department. The proposal must specify how the program, workshop and/or class is related to the unit member's current employment with SCOE. The proposal must also specify the amount of reimbursement requested and the justification.
- The employee may receive release time from work with pay, reimbursement for travel mileage, reimbursement for tuition/enrollment fees, and reimbursement for books and/or supplies. Requests will not be arbitrarily or capriciously denied.
- b. After reviewing the proposal with the immediate supervisor, the Director shall make the final decision. Such decision shall be made within five (5) work days of the request.
  - c. Payment may be made by purchase order or directly to vendor, if vendor agrees to the County Offices vendor payment procedures, otherwise employee will be reimbursed for appropriate expenditures.

- d. It is understood the reimbursement is contingent on successful completion of the approved course as indicated by the course operator. Reimbursements shall be made within one month of submittal of proof of expenses and completion of training.
- e. In order to encourage employees to keep job skills current and to prepare for advancement within the organization, the County Office shall allow, with the approval of the supervisor, unit members to attend in-house training programs related to the employee's current position or advancement within the organization, when offered, at no cost to the employee.

## ARTICLE XVIII – CONTRACTING BARGAINING UNIT WORK

1. Bargaining Unit Work: During the life of this Agreement, the County Office agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit covered by this Agreement without giving at least ninety (90) days advanced written notice to the Union.
2. During the period of 90 days notice, the County Office agrees to meet with the Union to explore alternatives to the contracting out of work customarily and routinely performed by bargaining unit members.
3. If the County Office makes a final decision to contract out Bargaining Unit work, the employees affected will be provided with the following transition plan:
  - a. The County Office shall make every reasonable effort to place the employee in other County Office positions prior to filling such positions from outside the County Office.
  - b. The employees not transitioned into other County Office positions will be accorded all rights as provided under Layoffs. (Article XI.5.)

## ARTICLE XIX – GRIEVANCE PROCEDURE

### 1. Definitions

Day: A "Day" is any day in which the central administrative offices of the Sonoma County Office of Education are open for business.

Form: The grievance form is found in Appendix G.

Grievance: A "Grievance" is an allegation by a grievant that they have been adversely affected by a violation of the specific provisions of this Agreement.

Grievant: A "Grievant" is an employee or group of employees of the County Office covered by the terms of this Agreement or the Union acting on behalf of the employees or group of employees. The filing of a grievance by any of these three entities (employee or Union) precludes another entity from filing another grievance on the same issue.

Grievance Witness: The County Office shall make available for testimony in connection with the grievance procedure any County Office employee whose appearance is requested by the Union, the employee, or the County Office. Such employee shall be allowed to participate as a witness without loss of pay. The Union shall notify the County Office of its witness list in advance in writing and will make every reasonable effort to schedule witnesses' testimony so as to be the least disruptive to the work schedule.

### 2. No Retaliation:

Each employee who files a grievance or participates in a grievance procedure shall be free from harassment or retaliation of any kind by the County Office for such participation or filing of a grievance. Any employee who believes he/she has been subject to harassment or retaliation may request a hearing before a three (3) person panel.

Panel Composition, Duties & Authority: The three person panel will be composed of one appointee selected by the County Office, one appointee selected by the Union, and one member of the Personnel Commission selected by the other two appointees. The three-person panel will hold a hearing within ten (10) calendar days, or as soon as possible thereafter, to determine if harassment or retaliation has taken place. The Panel has the authority to render a final and binding determination of the alleged harassment/retaliation issue, including the disposition of an appropriate remedy to resolve the issue. The Panel's findings and recommendations will be in writing with a copy to the County Office, the employee, and the Union.

### 3. Procedure:

a. Form: The form listed in Appendix G is the form to be used to file a grievance at the formal written level. If a supply of the form listed in Appendix G is unavailable, the grievant may photocopy appendix G and use it to file a written grievance at the formal level.

b. Grievance Records: The grievance files and documents relating to the grievance shall be kept separate from existing personnel files of the grievant, provided that such separateness shall not be construed as a separate personnel file.

c. Time Limits:

- (1) Time Limit Extensions: Time limits may be extended by mutual agreement of both parties. Such extensions shall be confirmed in writing.
  - (2) Grievant: If the grievant does not act within any of the following time frames in each level, his/her right to do so is permanently waived and the grievance is settled.
  - (3) County Office: If the County Office does not respond within any of the following time limits in each level, the grievant is entitled to proceed to the next step of the grievance procedure.
- d. Job Steward: After notifying his/her immediate supervisor, a Job Steward shall be permitted to leave his/her normal work area during reasonable times in order to assist in investigation, preparation, writing and presentation of grievances. The Job Steward shall advise the supervisor of the grievant of his/her presence. The Job Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

4. Informal Level:

The grievance process must be initiated within ten (10) days after the grievant is aware of the alleged occurrence or the grievant waives any fight to grieve that occurrence.

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. The immediate supervisor must reply to the grievant within three (3) days.

5. Formal Level:

- a. Level I -- Written Grievance: Within fifteen (15) days after the informal discussion, the grievant must present the grievance in writing on the appropriate form (Appendix G) to the appropriate Departmental Director or Division Leader.

This statement shall be a clear, concise statement of the grievance, the grievant's designated representative, if any, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The appropriate Director shall communicate the decision to the employee in writing within five (5) days after receiving the grievance. If the Director does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

- b. Level II--- Mediator: If the grievance is not resolved at Level 1, either party may request the services of a mediator from State Conciliation and Mediation Services for assistance in resolving the grievance at the lowest possible level.

If a mediator is not available within thirty (30) calendar days, the grievant may move the grievance to the next level. This thirty (30) calendar day period may be extended by mutual written agreement of the parties.

- c. Level III -- Superintendent or Designee: If the grievant is not satisfied with the outcome of Level 11, he/she may, within five (5) days, appeal the grievance to the Superintendent or his/her designee.

The grievance shall include a copy of the original grievance and the appeal, the decision rendered at Level 11, and a statement of the reasons for the appeal.

The Superintendent, or designee, shall communicate the decision to the grievant within five (5) days. If the Superintendent, or designee, does not respond within the time limits provided, the grievant may move to the next level.

d. Level IV -- Arbitration:

- (1) In the event the grievant is not satisfied with the recommendation of Level III, within ten (10) days of the Superintendent's, or his/her designee's decision, the Union may request in writing on behalf of the grievant to go to binding arbitration.
- (2) If the Union requests arbitration, the parties agree to contact State Conciliation and Mediation Services for a list of not less than five (5) Arbitrator's names. If the parties are unable to mutually agree to an Arbitrator, the parties will alternately strike names until only one (1) Arbitrator remains. The Selected Arbitrator will hold a hearing as soon as possible to hear the facts, evidence, and arguments of the respective parties. The decision of the Arbitrator shall be made solely upon the facts, evidence, and arguments presented to his/her by the respective parties

The Arbitrator will render a final decision binding upon each party. Unless the parties agree otherwise, the Arbitrator will render his/her decision in writing within thirty (30) calendar days following the conclusion of the hearing.

- (3) The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The authority and jurisdiction of the Arbitrator shall be limited to deciding whether there has been a violation of this Agreement and determining an appropriate award, adjustment, or other remedy.

(4) Costs:

- (a) Arbitrator: The cost of retaining an Arbitrator shall be borne equally between the Union and the County Office.
- (b) Court Reporter: If a court reporter is required by the arbitrator, or if the parties mutually agree to have a court reporter present, the parties shall split the costs. Each party shall pay for their own transcript.

If there is not mutual agreement, either party may retain a court reporter at their own expense.

However, if the party not agreeing to use a court reporter requests a transcript, that party shall pay for the transcript and half the cost of retaining this court reporter.

- (c) Other Costs: All other costs incurred by the parties individually, such as attorney fees and witness fees, shall be borne by the party incurring such costs.
- (5) By mutual agreement between SCOE and the Union, the binding arbitration provision above can be conducted in an expedited process that is acceptable to the Arbitrator and the parties.

## ARTICLE XX – SEVERABILITY & REPLACEMENT

1. Severability:

If during the life of this Agreement legislation is enacted or judicial action taken which renders invalid or restrains compliance with the enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of part or portion of this Agreement shall not invalidate any remaining portion, which shall continue in full force and effect.

2. Replacement:

In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE XXI – ENACTMENT

1. Existing Condition:

Except as this Agreement shall otherwise provide, all terms and conditions of employment which presently exist shall remain in full force and effect throughout the term of this Agreement. The County Office agrees to maintain existing unmodified written policies for the life of this Agreement regarding leaves, transfers, safety, class size, holidays, benefits, and other matters within the scope of bargaining contained in the Merit System Rules and Regulations.

2. Enactment:

The Board of Education will amend its written policies and take other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Agreement. The County Office Board and Superintendent policies are available on-line at the SCOE website.

**ARTICLE XXII – DURATION**

1. Length of Agreement.

This Agreement shall become effective except as elsewhere noted the Agreement on July 1, 2011, and shall continue in full force and effect to and including June 30, 2014.

2. Completion of Meet and Negotiation:

Except as provided elsewhere in this Agreement, during the term of this Agreement, the Union expressly waives and relinquishes the right to meet and negotiate and agrees that the County Office shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or matter may not have been within the knowledge or contemplation of either or both the County Office or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

This Agreement may be reopened for negotiations as provided under Compensation and one article of each parties choice for the 2012-13 and 2013-14 contract year.

All meet and negotiation sessions to amend, modify, or change this Agreement for subsequent years shall begin no later than April 30, 2014, unless otherwise mutually agreed by the parties in writing.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the County Office:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A – SALARY ALLOCATION CHART

2011-2012 Salary Schedule											
Sonoma County Superintendent of Schools											
SEIU Unit Only											
Effective July 1, 2011, 3 Furlough Days Returned											
(259 Average Paid Days)											
Effective July 1, 2011											
Range	Step 1 Per Hour	Step 2 Per Hour	Step 3 Per Hour	Step 4 Per Hour	Step 5 Per Hour	Step 6 Per Hour	Step 8 Per Hour	Step 11 Per Hour	Step 16 Per Hour	Step 21 Per Hour	Range
1	9.75	10.24	10.75	11.29	11.86	12.09	12.70	13.33	14.00	14.70	1
2	10.00	10.50	11.02	11.57	12.15	12.40	13.02	13.67	14.35	15.07	2
3	10.25	10.76	11.30	11.86	12.46	12.71	13.34	14.01	14.71	15.44	3
4	10.50	11.03	11.58	12.16	12.77	13.02	13.67	14.36	15.08	15.83	4
5	10.77	11.30	11.87	12.46	13.09	13.35	14.02	14.72	15.45	16.23	5
6	11.04	11.59	12.17	12.78	13.41	13.68	14.37	15.08	15.84	16.63	6
7	11.31	11.88	12.47	13.09	13.75	14.02	14.73	15.46	16.24	17.05	7
8	11.59	12.17	12.78	13.42	14.09	14.38	15.09	15.85	16.64	17.47	8
9	11.88	12.48	13.10	13.76	14.45	14.73	15.47	16.24	17.06	17.91	9
10	12.18	12.79	13.43	14.10	14.81	15.10	15.86	16.65	17.48	18.36	10
11	12.49	13.11	13.77	14.45	15.18	15.48	16.25	17.07	17.92	18.82	11
12	12.80	13.44	14.11	14.82	15.56	15.87	16.66	17.49	18.37	19.29	12
13	13.12	13.77	14.46	15.19	15.95	16.26	17.08	17.93	18.83	19.77	13
14	13.45	14.12	14.82	15.57	16.34	16.67	17.50	18.38	19.30	20.26	14
15	13.78	14.47	15.19	15.95	16.75	17.09	17.94	18.84	19.78	20.77	15
16	14.13	14.83	15.57	16.35	17.17	17.51	18.39	19.31	20.28	21.29	16
17	14.48	15.20	15.96	16.76	17.60	17.95	18.85	19.79	20.78	21.82	17
18	14.84	15.58	16.36	17.18	18.04	18.40	19.32	20.29	21.30	22.37	18
19	15.21	15.97	16.77	17.61	18.49	18.86	19.80	20.79	21.83	22.93	19
20	15.59	16.37	17.19	18.05	18.95	19.33	20.30	21.31	22.38	23.50	20
21	15.98	16.78	17.62	18.50	19.43	19.82	20.81	21.85	22.94	24.09	21
22	16.38	17.20	18.06	18.97	19.91	20.31	21.33	22.39	23.51	24.69	22
23	16.79	17.63	18.51	19.44	20.41	20.82	21.86	22.95	24.10	25.31	23
24	17.21	18.07	18.98	19.93	20.92	21.34	22.41	23.53	24.70	25.94	24
25	17.64	18.52	19.45	20.42	21.44	21.87	22.97	24.12	25.32	26.59	25
26	18.08	18.99	19.94	20.93	21.98	22.42	23.54	24.72	25.95	27.25	26
27	18.54	19.46	20.44	21.46	22.53	22.98	24.13	25.34	26.60	27.93	27
28	19.00	19.95	20.95	21.99	23.09	23.56	24.73	25.97	27.27	28.63	28
29	19.47	20.45	21.47	22.54	23.67	24.14	25.35	26.62	27.95	29.35	29
30	19.96	20.96	22.01	23.11	24.26	24.75	25.98	27.28	28.65	30.08	30
31	20.46	21.48	22.56	23.68	24.87	25.37	26.63	27.97	29.36	30.83	31
32	20.97	22.02	23.12	24.28	25.49	26.00	27.30	28.67	30.10	31.60	32
33	21.50	22.57	23.70	24.88	26.13	26.65	27.98	29.38	30.85	32.39	33
34	22.03	23.13	24.29	25.51	26.78	27.32	28.68	30.12	31.62	33.20	34
35	22.58	23.71	24.90	26.14	27.45	28.00	29.40	30.87	32.41	34.03	35
36	23.15	24.31	25.52	26.80	28.14	28.70	30.13	31.64	33.22	34.88	36
37	23.73	24.91	26.16	27.47	28.84	29.42	30.89	32.43	34.05	35.76	37
38	24.32	25.54	26.81	28.15	29.56	30.15	31.66	33.24	34.91	36.65	38
39	24.93	26.17	27.48	28.86	30.30	30.91	32.45	34.07	35.78	37.57	39
40	25.55	26.83	28.17	29.58	31.06	31.68	33.26	34.93	36.67	38.51	40
41	26.19	27.50	28.87	30.32	31.83	32.47	34.09	35.80	37.59	39.47	41
42	26.84	28.19	29.60	31.08	32.63	33.28	34.95	36.69	38.53	40.46	42
43	27.52	28.89	30.34	31.85	33.45	34.11	35.82	37.61	39.49	41.47	43
44	28.20	29.61	31.09	32.65	34.28	34.97	36.72	38.55	40.48	42.50	44
45	28.91	30.35	31.87	33.47	35.14	35.84	37.63	39.52	41.49	43.57	45
46	29.63	31.11	32.67	34.30	36.02	36.74	38.57	40.50	42.53	44.66	46
47	30.37	31.89	33.49	35.16	36.92	37.66	39.54	41.52	43.59	45.77	47
48	31.13	32.69	34.32	36.04	37.84	38.60	40.53	42.55	44.68	46.92	48
49	31.91	33.51	35.18	36.94	38.79	39.56	41.54	43.62	45.80	48.09	49
50	32.71	34.34	36.06	37.86	39.76	40.55	42.58	44.71	46.94	49.29	50
51	33.53	35.20	36.96	38.81	40.75	41.57	43.64	45.83	48.12	50.52	51
52	34.36	36.08	37.89	39.78	41.77	42.60	44.73	46.97	49.32	51.79	52
NOTE 1: Effective April 1, 2008 - 6th Merit Step 2% increase											
NOTE 2: Add Ranges 48 -52											
NOTE 3: Effective July 1, 2011, Hourly Rate is Monthly/173.33 hours											
SCHEDULE 240COO						PREPARED BY: <i>Teresa Losh</i> 7-20-11					
HOURLY						TERESA LOSH DATED					
Base Hours Per Day 8						REVIEWED BY: <i>Denise Calvert</i> 7/21/11					
Base Avg Days Per Year 259						DENISE CALVERT DATED					
APPROVED BY:						APPROVED BY: <i>Jeff Heller</i> 7/25/11					
<i>Maria Peluso</i> 7/22/2011						JEFF HELLER DATED					
Maria Peluso, SEIU Representative Dated											

## APPENDIX B – CLASSIFIED SALARY SCHEDULE

SONOMA COUNTY OFFICE OF EDUCATION  
 POSITION CLASSIFICATION (RANGE) PLAN AND SALARY ALLOCATION CHART  
 (NON-MANAGERIAL: NON-SUPERVISORIAL: NON-CONFIDENTIAL)  
**CLASSIFIED/SEIU FISCAL YEAR 2010-2011**

**APPENDIX B  
 RANGE**

4							
5							
6							
7							
8							
9							
10							
11	Inf/TodCrgvr						
	Assignmnt. Tech.						
12					Adm.Sup.Sec. I		
13	TA/AdEd						
	TA/Crt/Com						
	TA/SpEd						
	TA/TnPrg.						
	TA/Transition=						
14	Cl.CmLbAst						
15	TA/DHOH						Dlv.Drv./Std.Tr.
	TA/SHAPE						
	APE Ass't.						
	TA/S & L						
	TA/Sp.Itin.						
	Stud.Acct.Spec.						
16	VI Assistant+						Lib /Med. Clerk
17	Ld.SHAPE TA			Custodian**			
18					Adm.Sup.Sec.II		Dlvry. Driver
19	Job Dvlpr.					Off.Svcs.Assist	
20	Braille/L I Clk						
21		Sch.Off.Coord. I				Adm.Sup.Sec.III	
			Acct. Tech. I				
22				Ld. Cust.**			Voc. Ed. Spec.
23					Fingprt. Tech.		
		Car.Info.Tec			Adm.Sup.Sec.IV		
		Ad. Equip. Tec.			Prgm. Ass't.		
24	Braille II/L I Clk	Lib/Md.Tec.					
25		Alt.Ed./ROP Tec.			Adm.Prgm.Tch.I		
26	Sign Lng Int I	Transp. Tech.		Mnt/Grdkpr**	Prog. Spec. Tech.		AV Production Spec.++
	Educ.Interp/Ast.	Sch.Off.Coord. II					
			Data Ctrl. Tech. I				
27		Sub.Assign.Tec. I			Adm.Prgm.Tch.II	Of. Prs. Op	
			Acct. Tech. II				
28		Ins.Rsrcls.Tec.					
		Sp. Ed. Tech.					
			Data Ctrl. Tech.II				
29		Sub.Assign.Tec.II					
			Payroll Tech.				
			Data Ctrl. Tech.III				Information Spec
30							
31			Acct. Tech III*			Ld. Of. Prs .Op	
32		Credential Liaison	Retirement Tech.				
33							Programmer
34			Acct. Spec. I				
35							
36							
37						Trans. Sch.	
38							IT Specialist****
39	LVN TA						IT Support Tech.****
40							
41	Sign Lng Int II						
42							
43							
44							
45							Web Programmer***
46							
47	Sign Lng Int III						Sys Adm/TechSup****
48							
49							
50							
51							
52							Anlst/Ld.Prog.****

SALARY SCHEDULE 240COO;

## APPENDIX C – PERFORMANCE REPORTS

## **APPENDIX D – NEW EMPLOYEE ORIENTATION LETTER**

An orientation letter is provided by SEIU to each new classified employee.

## APPENDIX E – PRORATION FOR BENEFITS FOR PART-TIMERS

The chart below is applicable to employees who work less than eight hours per day.

<u># Hours Employee Works per week</u>	<u>% of Full-Time Employee Works</u>	<u>Reduction to the Employer Contribution</u>
30-40	.75 to 1.0	0%
29	.725	27.5%
28	.70	30.0%
27	.675	32.5%
26	.65	35.0%
25	.625	37.5%
24	.60	40.0%
23	.575	42.5%
22	.55	45.0%
21	.525	47.5%
20	.50	50.0%
10	.25	75.0%

**Medical Plans:** Effective October 1, 2010, for medical plans the employer pays 85% of the Kaiser High Option plan for employees who work full time. The employer contribution for employees working less than full time is **reduced** by the above percentage for part time employees. Employees pay the different between the employer contribution and the cost of coverage for whichever plan they select through payroll deduction.

**Dental & Vision Plans:** The employer pays the full premiums for full time employees. The employer contribution is reduced by the above amounts for employees working less than full time.

## **APPENDIX F – SCOE BOARD OF EDUCATION POLICIES**

The Board Policies are available online at [http://www.scoe.org/files/Board\\_Policies.pdf](http://www.scoe.org/files/Board_Policies.pdf)

**APPENDIX G – GRIEVANCE FORM**

**SONOMA COUNTY OFFICE OF EDUCATION FORMAL GRIEVANCE FORM**  
(Attach additional sheets if necessary)

1. Name: \_\_\_\_\_ Dept.: \_\_\_\_\_  
Job Class: \_\_\_\_\_ Union: \_\_\_\_\_  
Date of Informal Grievance Discussion: \_\_\_\_\_  
Date of Informal Grievance Response: \_\_\_\_\_

2. Description of Grievance:

3. Proposed Solution:

Employee's/Union's signature \_\_\_\_\_ Date \_\_\_\_\_

4. Response of Supervisor:

Supervisor's signature: \_\_\_\_\_ Date \_\_\_\_\_

Form Returned to Employee & Union on: \_\_\_\_\_

5. Referred to Mediation Date Filed: \_\_\_\_\_

Mediation Meeting held on: \_\_\_\_ (Date)

Results of Mediation: \_\_\_\_ Resolved \_\_\_\_ Not Resolved

Describe:

Employee/Union signature: \_\_\_\_\_ Date: \_\_\_\_\_

**[OVER PLEASE]**

6. Appeal to Superintendent/Designee Date Filed: \_\_\_\_\_

Employee/Union signature: \_\_\_\_\_

Date of discussion with Superintendent/Designee: \_\_\_\_\_

Superintendent/Designee's decision:

Superintendent's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Form returned to employee & Union on: \_\_\_\_\_ (Date)

Copy delivered to Supervisor on: \_\_\_\_\_ (Date)

7. Request for Arbitration Date Filed: \_\_\_\_\_

Signature of Union: \_\_\_\_\_

Arbitration Hearing Date(s): \_\_\_\_\_

Decision of Arbitrator: Date Filed: \_\_\_\_\_

Arbitrator's signature: \_\_\_\_\_

Copy to employee & Union on: \_\_\_\_\_ (Date)

Copy to Superintendent on: \_\_\_\_\_ (Date)

## APPENDIX H – DOMESTIC PARTNER DEFINED

The term “domestic partner” as used in this MOU is based on the State of California definition as described below.

A “domestic partnership” shall exist when either of the following applies: Both persons are members of the same sex; or one or both of the persons are at least age 62 and are receiving social security benefits; and the parties have completed an affidavit of domestic partnership attesting to the following:

- a. the two parties reside together and share the common necessity of life;
- b. the two parties are eighteen years or older, are not married to anyone, are not related by blood closer than would bar marriage in the State of California, and are mentally competent to consent to contract and are not acting under fraud or duress;
- c. the two parties declare that they are each other’s sole domestic partner and that they are responsible for their common welfare;
- d. the two parties agree to notify SCOE in writing if there is a change of circumstances attested to in the affidavit; and
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

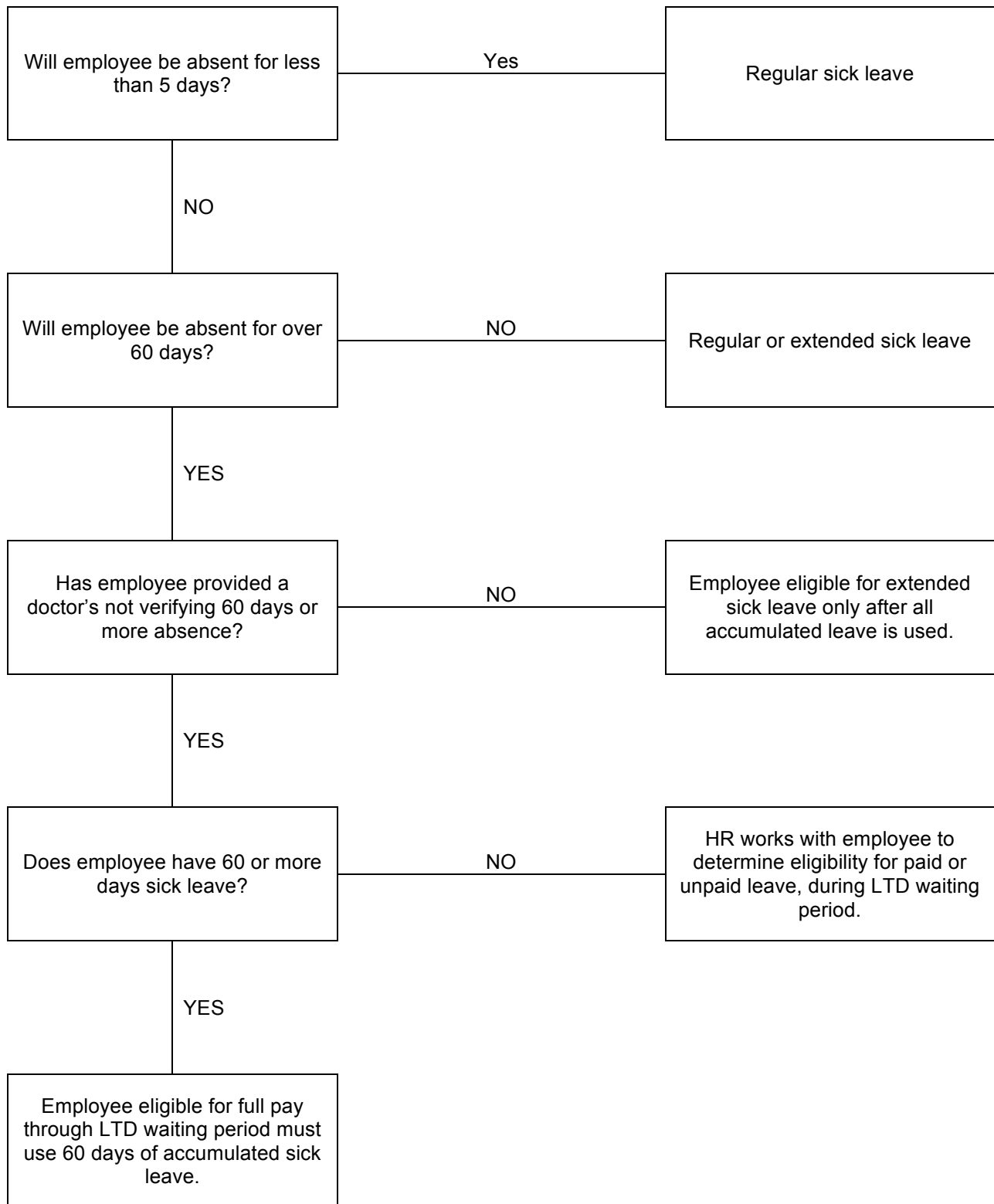
Notwithstanding any other provision of this agreement, persons of opposite sexes may not constitute a domestic partnership, unless one or both of the persons are over the age of 62 and receiving social security benefits, or unless allowed by the insurance plan provider.

IRS 125 Plan Participation: The cost of premiums for domestic partner coverage may only be included in an IRS 125 cafeteria plan if the SCOE employee provided 50% or more of the financial support of the domestic partner and has signed an affidavit to that effect.

Termination: A member of a domestic partnership, who is participating in any group benefits through SCOE, shall provide notice of the end of that relationship by filing a written statement with SCOE.

New Statement of Domestic Partnership: No person who has filed an affidavit of domestic partnership may file another such affidavit until at least six months after a statement of termination of the previous partnership has been filed with SCOE. This requirement does not apply if the domestic partnership ended because of the death of either partner.

## APPENDIX I – NON-WORK RELATED ILLNESS OR INJURY



## APPENDIX I (Continued)

### SEIU NON-WORK RELATED ILLNESS OR INJURY

- I. Absent less than 5 consecutive days
  - A. Employee reports absence using AESOP.
  - B. If out of sick leave, can use vacation, comp. time or floating holidays.
  - C. If out of all of the above, employee is docked full pay for each day, whether there was a sub or not.
  
- II. Absent 5 days or more, but less than 60 calendar days
  - A. Employee reports absence using AESOP.
  - B. Employee gives Human Resources information from doctor taking employee off work and completes the Extended Leave Request if the employee will be absent more than 10 days.
  - C. Human Resources enters absences last over 10 days into AESOP.
  - D. Sub difference pay starts when employee is out of sick leave, vacation, comp time and floating holidays, but there must be a sub for the employee or he/she receives full pay.
  - E. The sub difference period of 100 days runs concurrently with all other paid leaves.
  
- III. Absent 60 or more calendar days  
Same as B. above with these additions:
  - A. Human Resources will assist the employee with applying for Long term Disability (LTD) and will determine what paid and/or unpaid leaves are available to the employee.
  - B. If employee is out of all paid leaves, he/she may receive up to 10 days of “other sick leave” during the 60-day waiting period.
  - C. An employee on sub difference leave, which extends into a new fiscal year, is eligible for only the unexpended days of the initial sub difference leave for the same illness or injury (i.e. not a new 100 days; it does not renew itself.)

## APPENDIX J – TEACHING ASSISTANT PREMIUM CHART

JOB CLASS	PREMIUMS						
	Bilingual designated position	CAN/LVN Certified Nursing Assistant	CBI Community Based Inst. 3+ days per week	Education BA/BS in a job related major	Education 24 college units Child Ed.	Autism	SHAPE
Employees in the classification listed below are eligible to apply for the premiums which have an X in the box to the right of their job class							
Teaching Assistant Adult Services	X	X		X			
Teaching Assistant Court/Community	X		X	X	X		
Teaching Assistant Teen Programs	X	X	X	X	X		
Teaching Assistant Deaf & Hard of Hearing	included in base pay	X		X	X		
Teaching Assistant Special Ed.	X	X	X	X	X	X	
Infant/Toddler Caregiver	X	X		X			
Teaching Assistant SHAPE	X			X	X		X
Teaching Assistant APE	X			X	X		
Teaching Assistant Speech and Language Services	X			X	X		

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