AGREEMENT
between
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
and
THE SONOMA COUNTY SUPERINTENDENT OF SCHOOLS
SONOMA COUNTY OFFICE OF EDUCATION

July 1, 2025
through
June 30, 2028

TABLE OF CONTENTS

PREAMBLE	**II**
ARTICLE 1 – RECOGNITION	**1**
ARTICLE 2 – DEFINITIONS	**2**
ARTICLE 3 – UNION SECURITY	**4**
ARTICLE 4 – NO DISCRIMINATION	**6**
ARTICLE 5 – DIGNITY CLAUSE	**7**
ARTICLE 6 – EMPLOYEE RIGHTS	**8**
ARTICLE 7 – UNION RIGHTS	**11**
ARTICLE 8 – LABOR MANAGEMENT COMMITTEE	**15**
ARTICLE 9- JOB STEWARDS	**16**
ARTICLE 10 – HOURS OF WORK	**17**
ARTICLE 11 – COMPENSATION	**20**
ARTICLE 12 – BENEFITS	**28**
ARTICLE 13 – LEAVES	**32**
ARTICLE 14 – RETIREMENT	**47**
ARTICLE 15 – EMPLOYMENT PROVISIONS	**48**
ARTICLE 16 – MANAGEMENT RIGHTS & POWERS	**53**
ARTICLE 17 – CONCERTED ACTIVITIES	**54**
ARTICLE 18 – WORKING CONDITIONS	**55**
ARTICLE 19 – TRAINING, CONTINUING EDUCATION, MATERIALS & EXPENSES	**57**
ARTICLE 20 – CONTRACTING BARGAINING UNIT WORK	**60**
ARTICLE 21 – GRIEVANCE PROCEDURE	**61**
ARTICLE 22 – SEVERABILITY & REPLACEMENT	**65**
ARTICLE 23 – ENACTMENT	**66**
ARTICLE 24 – DURATION	**67**
APPENDIX A – SALARY ALLOCATION CHART	**68**
APPENDIX B – CLASSIFIED SALARY SCHEDULE	**69**
APPENDIX C – PERFORMANCE EVALUATION FORMS	**70**
APPENDIX D – SEIU NEW EMPLOYEE LETTERS	**78**
APPENDIX E – PRORATION FOR BENEFITS FOR PART-TIMERS	**82**
APPENDIX F – GRIEVANCE FORM	**83**
APPENDIX G – TEACHING ASSISTANT PREMIUM CHART	**84**

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 negotiate 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 2 – DEFINITIONS

1. Anniversary Date: The date upon which an employee is granted an earned salary increment. For the purposes of salary step advancement, the anniversary date of each SEIU classified employee will be recognized as July 1 of each year.
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.
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: Time off with pay instead of cash compensation for overtime.
7. County Office: The Sonoma County Superintendent of Schools and their staff and includes the Board when required by law and the Personnel Commission as required by the Merit Rules. (SCOE)
8. Day: Any day, Monday through Friday inclusive, in which the central office of the County Office is open for business.
9. Department Director: The highest ranking individual in a given department including, but not limited to, Director, Assistant Superintendent, Associate Superintendent and Deputy Superintendent.
10. 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.
11. 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.
12. 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.
13. Employee: Any person legally employed by the County Office and a member of the bargaining unit represented by the union.
14. 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.
15. Immediate Family: The employee's biological, foster or adoptive parent(s), stepparent(s), spouse; domestic partner, adoptive or foster child, a step child, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law,

son-in-law, daughter-in-law, grandparents, and grandchildren or any person residing in the immediate household of the employee.

16. 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.
17. Pay Period: The fixed, regularly, recurring period which normally falls between the first and last day of the month.
18. 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.
19. Probationary Period: The trial period immediately following an original or promotional appointment to a permanent position from an eligibility list.
20. 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.
21. Regular Rate of Pay: As defined in the Fair Labor Standards Act (FLSA).
22. Salary Range: A series of consecutive salary steps that comprise the rate of pay for a classification.
23. Seniority: The first date of paid service in a regular position (probationary or permanent) within a classification or a higher classification shall determine seniority.
24. Separation: Leaving a position; includes resignation, dismissal, layoff or retirement.
25. Suspension: An enforced absence of an employee without pay for disciplinary purposes or pending investigation of charges made against an employee.
26. Temporary: Employment on a basis other than permanent or probationary; i.e., in limited-term or provisional status.
27. Union: Service Employees International Union, Local 1021.
28. Workday: A twenty-four (24) hour period that begins with the start of a work shift.
29. Work Shift: The hours that an employee is scheduled to work within a workday.
30. 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.

ARTICLE 3 – UNION SECURITY

1. Dues Check-Off:
   a. Payroll Deduction: The County Office agrees to deduct all Union dues, 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 deduction amount.
   b. Dues Check Off Reinstatement: The County Office shall not deduct dues during periods that an employee is separated from the bargaining unit, but shall reinstate dues deduction 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 a duration of more than thirty (30) days.
   c. The Human Resource Services 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.

3. Union-Deductions:
   a. SCOE shall honor an employee's Union deductions authorization as provided by SEIU.
   b. Union deductions shall start the pay period after the employer receives notification of the authorization. SCOE shall submit payment to the Union no later than thirty (30) days after the deduction from the employee's earnings occurs. Union dues will only be deducted from regular pay.
   c. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than SCOE.
   d. The Union shall not provide SCOE a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
   e. The Union shall indemnify SCOE for any claims made regarding deductions.

4. Data Pertaining to Deductions:
   a. SCOE shall produce to SEIU Local 1021's Membership Department every sixty (60) days, on a regular ongoing basis, a malleable electronic file containing the following information:
      i. Full Name (first, middle, last, suffix)
      ii. Work (School Name), home, personal cellular phone numbers, personal email addresses, if on file with the employer
      iii. Employee Number
      iv. Job Classification

v. Job Type (full-time, part-time, per diem, as needed)
vi. Hours worked in the preceding payroll period
vii. Pay Step
viii. Pay Rate
ix. Pay Status (active, on leave, separated from employment, etc.)
x. Department (sub-code of the Department)
xi. Membership Status (Member or Non-Member)

The information detailed in this section within 30 days of the date of hire or by the first pay period of the month following hire of a classified employee.

5. 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.

6. 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.

7. 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 4 – NO DISCRIMINATION

1. The County Office agrees not to discriminate, retaliate or harass any employee for their activity on behalf of or for their membership in the Union.

2. The County Office and Union agree that there shall be no discrimination, against any employee based upon race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion (including religious dress and grooming practices), marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information, veteran or military status, or political affiliation; the perception of one or more such characteristics; or association with a person or group with one or more of these actual or perceived characteristics, pursuant to Superintendent's Policy number 4030.

3. An employee who believes that they are the subject of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in county office programs and activities is encouraged to file a complaint under SCOE's uniform complaint procedures with links provided below.

    a. Superintendent Policy (SP) 1312.3 Uniform Complaint Procedures: https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=36030446&revid=8jY4dYU7sp5jfYfYslshmti3w==&ptid=o21emCJslsh7Qzt3mG5tCIsjg==&secid=RRvNseNogmlnMLyl8K40jw==&PG=6&IRP=0&isPndg=false

    b. Administrative Regulation (AR) 1312.3 Uniform Complaint Procedures: https://simbli.eboardsolutions.com/Policy/ViewPolicy.aspx?S=36030446&revid=8jY4dYU7sp5jfYfYslshmti3w==&ptid=o21emCJslsh7Qzt3mG5tCIsjg==&secid=RRvNseNogmlnMLyl8K40jw==&PG=6&IRP=0&isPndg=falseUniform

    c. Complaint Form https://resources.finalsite.net/images/v1768340648/scoeorg/fk7vjao593fcxbcddsfl/SCOEComplaintForm-revjan2026.pdf

ARTICLE 5 – DIGNITY CLAUSE

1. The Sonoma County Office of Education is committed to providing a workplace where all employees, regardless of the employee's classification or pay status, are treated by each other, certificated staff, supervisors, and managers in a manner that maintains generally accepted standards of human dignity and courtesy.

2. If a unit member believes that another SCOE employee has not treated the unit member in a manner that maintains generally accepted standards of human dignity and courtesy, the unit member may make a complaint in writing to their supervisor or, if the supervisor is the subject of the complaint, to their supervisor's supervisor. (The complaining unit member is the "complainant.")

    a. SCOE shall promptly determine whether the complaint is subject to another complaint policy or process, such as the Uniform Complaint Procedures (see Article 4). If so, SCOE shall inform the complainant that the complaint will be investigated and processed according to the other applicable policy or procedure.

    b. For complaints that do not appear to be subject to another complaint policy or process, a meeting will be held with a selected manager from the Human Resource Services Department with whom to share the complaint. The employee is encouraged to have representation at the meeting. They may also request a specific employee of the Human Resource Services Department to attend the meeting in addition to their representative. If the complaint is about a member of the Human Resource Services Department, the meeting will take place with another department lead.

        i. A plan will be developed to address the issue. The plan may include a problem solving meeting or other dispute resolution approach such as a neutral third-party facilitator.
        ii. The employee and all associated personnel are guaranteed that no retaliation or retribution will occur as a result of the complaint. Employees are encouraged to promptly report any retaliatory behavior.

    c. At the conclusion of a complaint investigation, SCOE shall inform the complainant and the Union in writing of the outcome of the investigation, including SCOE or its agents' conclusions regarding the complainant's allegations. SCOE will attempt to conclude the investigation and inform the complainant within fifteen (15) days (as defined in Article 2.8) of the complainant's submission of the written complaint. If SCOE needs more than fifteen (15) days, it will inform the complainant and the Union in writing of the need for the extension along with the duration of the extension.

3. An employee may file a grievance alleging that the County Office failed to follow the procedures or deadlines of this Article or an applicable complaint investigation policy, but the outcome of a complaint investigation, including the County Office or its agents' conclusions regarding the allegations contained in an employee's complaint, is not subject to this Agreement's grievance procedures.

ARTICLE 6 – EMPLOYEE RIGHTS

1. Employee Rights: An employee who reasonably believes that a meeting scheduled by their 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 Resource Services 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 within ten (10) working days. 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 their Union representative if authorized by the employee. Any person who places written 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 placement date.
   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.
   g. 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:
      a) a clear statement of the problem;
      b) an opportunity for clarification or informal response by this employee; and
      c) 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. Substance: The substance of the evaluation is not subject to the grievance procedure. However, if the employee is not satisfied with the evaluation, they may appeal through the same process as the grievance procedure up to and including Level III. The decision of the Superintendent shall be final and binding.
   c. Evaluation Schedule: Each employee shall be evaluated using the appropriate form (see Appendix C) annually each fiscal year by their immediate supervisor, except as follows: When an employee has received three satisfactory evaluations, they 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. However, ongoing, informal feedback on performance shall be provided to the employee between such formal written evaluations.
   d. Teaching Assistants: 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. At the request of the employee, the evaluator will schedule an additional thirty (30) minute observation.

      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. Step Advancement: Each employee shall receive a step advancement upon successful completion of their probationary period. (See Articles 11.12.a Compensation & 15.1.b Employment Provisions - Hiring)

5. 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 and identify the timeline for improvement.
   a. The evaluator will work with the employee to complete the following steps:
      (1) clarification of the performance evaluation form, identifying areas which are key to successful performance in the position and areas which do not apply;
      (2) 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;

(3) development of a performance plan, training needs, and goals, if applicable;

(4) 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:

(a) clear statement of the problem;

(b) suggested remedial action, and

(c) 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;

(5) formal evaluation conference to review and discuss the formal written evaluation, with an opportunity for employee input, comments, and signature. An employee may request that a Union representative attend the meeting. A Teaching Assistant may request that their teacher and/or Union representative attend the meeting.

(6) 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 is given a copy of the completed evaluation once it has been signed by the Superintendent. The original is placed in the Employee's Personnel File.

b. All evaluations shall include the following:

(1) narrative remarks with specific examples to support the ratings;

(2) space for employee comments.

6. Complaints Regarding an Employee's Work Performance: Upon receipt of a complaint about an employee's work performance, the supervisor, using established complaint policies will share information on the nature of the complaint with the employee within ten (10) working days and shall attempt to resolve the matter in an informal manner with the employee and the complainant. Prior to making any final decision about the validity of the complaint, the supervisor 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.

7. 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.

8. Employees shall only be evaluated in areas that are job related.

ARTICLE 7 – 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 the County Office email system and bulletin boards to communicate with departmental employees.

4. Employee Lists:
   a. Within 30 days of hire, or by the first pay period of the month following hire. SCOE shall provide the SEIU President and Local Field Representative with the following information that SCOE has on file for any newly hired employee:
      (3) Name
      (4) Job title
      (5) Department
      (6) Work location
      (7) Work telephone number
      (8) Home and personal cellular telephone numbers
      (9) Personal email address (if provided by the employee)
      (10) Home address
      (11) Member or Non-Member

   b. On the last working day of September, January and May, SCOE shall provide the information in (1)-(9) above to the Steward Council or SEIU Chapter President, and Field Representative for all unit members.
   c. SCOE shall not be required to provide any personal contact information of an employee to SEIU 1021 if the employee does not provide such information to SCOE, has made a written request to limit such disclosure pursuant to Government Code section 6254.3, or otherwise has an alternatively designated address pursuant to Government Code section 6207.
   d. 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 a membership form and a copy of the SEIU Local 1021 new employee letter and information on how to access an electronic copy of this Agreement, the Merit Rules and Regulations, Board policies, via the SCOE Website.
b. The County Office shall email the Steward Council or SEIU Chapter President and Field Representative with the name, home address, school site and classification of all new unit members within ten (10) days of employment.
c. The County Office shall provide for the Union to meet with its members during their New Employee Orientation, as per AB119.
d. The Union shall have access to employees newly hired into positions within the bargaining unit during SCOE's new employee orientation process as follows:
    i. SEIU Chapter President and Field Representative shall receive at least ten (10) days notice in advance of an employee orientation, except that shorter notice may be provided when there is an urgent need for an employee to begin work.
    ii. Representatives from SEIU 1021 will be permitted to meet with a newly hired employee in person for thirty (30) minutes at the start or end of the employee orientation.
    iii. SCOE shall grant one Job Steward release time without loss in compensation to conduct these meetings.

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:
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. The County Office and Union will strive to meet during union representative regular work hours. When bargaining between the parties occurs outside a union representative's regular work shift, the employee shall be paid their hourly rate of pay or Comp Time whichever is preferred by the employee. When time is utilized by a Union designated representative for meet and negotiate sessions with management outside of the Union representative's regular hours, it will be reconciled by a monthly

accounting of hours. Such a Union representative will record this time outside of their regular work shift using an electronic or paper timesheet, indicating "Meet and Negotiations Time outside of regular work hours" and whether the employee is taking pay or Comp Time. The employee will submit the timesheet to their supervisor.

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. Time utilized by stewards will be reconciled by a monthly accounting of hours. Each employee will record the absence using the automated absence system indicating "Union Release Time" under administrator comments and submit it to their supervisor. 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 (ninety-six (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 ninety-six (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 8 – 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, workflow, 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 their 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. The County Office and Union will strive to meet during union representative regular work hours. When the Labor/Management Committee meets outside a union representative’s regular work shift, the employee shall be paid their hourly rate of pay or Comp Time whichever is preferred by the employee. When an employee committee member meets with the Labor/Management Committee outside of the Union representative’s regular work hours, it will be reconciled by a monthly accounting of hours. Such an employee committee member will record this time outside of their regular work hours using an electronic or paper timesheet, indicating “Labor/Management Committee time outside of regular work hours” and whether the employee is taking pay or Comp Time. The employee will submit the timesheet to their supervisor.

6. The Committee may be continued, modified, or expanded by mutual agreement of the parties.

ARTICLE 9- 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 their immediate supervisor, a Job Steward shall be permitted to leave their 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 their 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 their 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 their 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 their 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 10 – HOURS OF WORK

1. Normal Work Week and Work Day:

   a. All full-time employees within the bargaining unit except those classified as Teaching Assistants and Employment Specialists, shall have a normal work week 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 County Office from establishing part-time positions except as provided in paragraph 1b. Any reduction in hours for an existing employee shall be treated as a layoff, with all the rights accorded an employee under layoff. The County Office will meet with the Union to negotiate the effects of the reduction in hours.

   b. Each employee who is asked by their 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 in a given day, overtime applies. If the time worked beyond the employee's regular schedule is under eight hours, the County Office will pay the employee their applicable hourly rate. If time worked is over eight (8) hours a day or forty (40) hours a week the employee may request to receive compensatory time as overtime pay up to a maximum of two-hundred-forty (240 hours) with supervisor approval.

   c. Teaching Assistants' Work Week:
   Except as otherwise, herein, Teaching Assistants shall be employed for a minimum of five (5) hours per day and/or twenty-five (25) hours per week, but no greater than forty (40) hours, Monday through Friday.

   Notwithstanding the foregoing, SCOE may, in its sole discretion, designate up to five (5) Teaching Assistant positions in each school year whose incumbent may be employed for not less than four (4) hours per day and/or twenty (20) hours per week, but no greater than forty (40) hours, Monday through Friday.

   The County Office may hire up to four (4) Teaching Assistant positions that will not have minimum hours and will be assigned hours to meet the needs of the program and student to which they are assigned. For an employment position for less than four (4) hours per day, the parties agree to meet and negotiate.

   d. Employment Specialists Work Schedule: Employees in the classification of Employment Specialist will be assigned a set number of hours per year and will work an alternative schedule to be worked out between the employee and their supervisor. Job announcements for Employment Specialists will list the number of hours per year for each position being recruited.

   e. County Office Work Hours: Normal work hours for unit members working at the County Office begin at 8:00 a.m. Any changes are subject to the approval of the Director of the department. Such approval may be withdrawn by the Director with fourteen (14) 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 may range between 7:00 a.m. and 9:00 a.m. The normal ending time for

employees working at the County Office may range between 3:30 p.m. and 6:00 p.m.

(2) Unit members may request adjustment of their workday. 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.

f. 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 with Department Director approval. Such approval may be withdrawn by the Department Director with fourteen (14) calendar days written notice, except in case of hardship, the effective date may be extended. Notice of alternate work schedules shall be provided to the Union twice a year (in October and March).

2. Normal Work Year – Teaching Assistants:

a. The normal work year for a Teaching Assistant (TA) is equal to the number of school days on the instructional calendar of the site to which the TA is assigned, plus two (2) professional development days.

b. Each Teaching Assistant 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.

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.

4. Overtime Compensation: Overtime Compensation shall be provided in accordance with the Fair Labor Standards Act and the Education Code.

a. 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.

b. 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. A supervisor 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 work day.

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 their 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 their 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.

ARTICLE 11 – 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 their 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 1/10th of 1%. Monthly salaries shall be rounded to the nearest penny.
      (4) SEIU shall sign-off on all salary schedules.
   d. Salary Schedule Increases:
      Effective July 1, 2025, unit members shall receive three percent (3.00%) increase to the salary schedule.
   e. Effective July 1, 2026, unit members shall receive three percent (3.00%) increase to the salary schedule.
   f. Effective July 1, 2027, unit members shall receive three percent (3.00%) increase to the salary schedule.
   g. If one of the following employee groups: ASCOE, Classified Management or Certificated Management, receives a higher salary percentage increase prior to June 30, 2026, the County Office agrees to increase the same percentage for SEIU unit members during the same period of time as the increase for the other group(s). Compensation will not be reopened until the 2028-2029 school year.
   h. Off Schedule Stipend:

SEIU unit members employed by SCOE as of when SEIU ratifies the July 1, 2025, through June 30, 2028, collective bargaining agreement shall receive a one-time, off-schedule payment of one thousand seven hundred and fifty dollars ($1,750.00).

SEIU unit members who are employed by SCOE for at least 75% of the 2026-2027 academic school year shall receive a one-time, off-schedule payment of one thousand seven hundred and fifty dollars ($1,750.00) at the end of the 2026-2027 fiscal year.

SEIU unit members who are employed by SCOE for at least 75% of the 2027-2028 academic school year shall receive a one-time, off-schedule payment of one thousand seven hundred and fifty dollars ($1,750.00) at the end of the 2027-2028 fiscal year.

3. 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 Teaching Assistant Special Education, Teaching Assistant Transition or Teaching Assistant Alternative Education;

(2) The Non-Certificated Substitute Pay will be paid at the rate of forty dollars ($40.00) per day.

(3) The Non-Certificated Substitute Pay will be discontinued after the 17th day of when a long-term certificated substitute is placed in the classroom. If the long-term substitute must be out due to an absence after the 17th day, the Non-Certificated Substitute Pay will be paid at the rate of forty dollars ($40.00) per day that the long-term substitute teacher is absent from the classroom.

(4) An employee who qualifies for Non-Certificated Substitute Pay under section 1.b. will be paid on the supplemental payroll.

(5) 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 on the 10th of the following month.

(6) The employee must complete a supplemental payment request to their Principal to receive this premium pay.

4. Special Assignment Premium:
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 five percent (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.

5. Ten or Eleven-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.

6. 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 1 upon recommendation by the Human Resources Designee 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 their resignation or demotion or being laid off, shall be paid at the salary step at which they were paid at the time of resignation or demotion.

7. Salary Upon Promotion:
   a. Salary Upon Promotion Between Classes Within the Same Represented Classified Employee Unit:
   An employee who is promoted to a position of a class in the same employee unit that is allocated to a higher salary range than the position from which they were promoted, shall be placed on the salary step of the new range that provides a five percent (5%) increase over their salary step placement prior to promotion (inclusive of additional steps or add-ons for completed years of service). Such placement shall not be less than the salary of Step 1, nor exceed the top salary step (Step 6) of the salary range for the new position. If so entitled, the employee shall continue to receive additional compensation for years of service as noted in

Article 11- Step Advancement Within Salary Range 12.b(2). Such promotion shall be independent of any reallocation of the class to which promotion is made.

8. 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 they were demoted, shall have their salary reduced to the salary in the range for the new class closest to five (5%) percent lower than the salary they 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 they were demoted, shall receive the highest salary in the range for the new class that does not exceed either step 6 of the new range, nor the salary they received before demotion/displacement and receive credit for the same years of service

9. 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.

10. 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 they were 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, or accept the lower salary and therefore be eligible to receive COLA and any other board/commission approved increases.

11. Application of Salary Schedules:

a. Anniversary Dates:

For the purposes of salary step advancement, the anniversary date of each classified employee will be recognized as July 1 of each year. The aforementioned employee must have successfully completed their probationary period.

All subsequent earned step advancements will be made on July 1 of subsequent years.

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 a six (6) step salary advancement (Steps 1, 2, 3, 4, 5, and 6) within the salary range for represented classified employees of the County Superintendent of Schools' Office.

On July 1 of each fiscal year represented classified employees who will complete their 7th, 10th, 15th, or 20th year of employment within said fiscal year, are entitled to additional compensation for completed years of service as follows.

Exception: On July 1, represented classified employees who are on a salary step other than the top step (Step 6), i.e., Step 1, 2, 3, 4, or 5, of their current salary range, as in the case of promotion to a position with a higher salary range (Article 11-8. Salary Upon Promotion and Merit System Rule 70.200.3), **shall not** be placed on additional steps for beginning their 8th, 11th, 16th, or 21st year of employment during said fiscal year; **but rather shall receive a five percent (5%) add-on to their salary that is calculated on their current salary step placement.**

(3) The Human Resources Designee 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 Human Resources Designee in writing, whether they approve 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 21.

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 their Department Head and approval in writing is given by the Director, Human Resources Designee 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.

12. 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 "1st step" of the new position whichever is greater.

They shall receive this salary as long as they continue to serve in said higher classification and shall be entitled to receive increases within the range for the position as though they began to receive the salary designated for the position.

13. 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.

14. 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. (Refer to SCOE website's Policy and Forms page.)

15. Traffic Congestion Reduction Incentive:
In order to alleviate traffic and parking congestion, the County Office agrees to reimburse a portion of the cost, of carpooling with at least two riders and/or using public transportation for commuting to and from work to each employee who carpools and/or uses public transportation at least ten (10) days per month pursuant to the 511 Plan (www.511.org). An employee who rides their bike to and from work at least ten (10) days per month qualifies for reimbursement under this program.

16. 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 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 Vocational 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 students with extraordinary medical needs in designated classrooms/programs to obtain the CNA Certification through an approved program, so long as such training is offered at no cost to the County Office.

Current employees, who are interested in working with students with extraordinary medical needs, may also apply for assistance from the County Office in being accepting into the training offered by an approved program. However, first priority will be given to those employees who are already working with students with extraordinary medical needs in a designated classroom and have not yet completed the training.

17. Bilingual Premium:
Employees who are required to use a second language (including signing) in the performance of their job duties, and who meets the criteria listed below, will receive bilingual premium pay of five percent (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 Human Resources Designee; 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 Translator pay.

18. Education Premium:
Five percent (5%) premium pay to be paid to an employee in a Job Coach Developer or 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 twenty-four (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 Human Resources Designee.

19. Community Based Instruction (CBI) Premium:
A five percent (5%) premium pay to an employee assigned to work in a community pre-school or transition class that is considered work-only. A work-only transition class is defined as a class in which students work more than seventy percent (70%) of their class time on their IEP.

20. 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.

21. Translator Pay:
Assignment is made by the department and paid at range twenty-four (24) Step 1 on the SEIU salary schedule per hour for all hours they perform simultaneous translation. The rate is total compensation for those hours, and is not in addition to the employee's base

pay. The hours worked as the Translator will be reported on the supplemental pay request, will be verified by the supervisor and paid on the supplemental payroll.

22. New Teacher Support Differential:

Teacher Assistants (TAs) are valuable in supporting our students and incoming staff. A TA continuing in a classroom in which they have been assigned continuously for 180 days and who also has a minimum of one year of service as a TA in the employ of SCOE will qualify for this provision. If a TA meets these requirements and is working in a classroom with a teacher in their first year of service to SCOE, and first year of teaching, the TA shall receive a daily payment of $45 for each of the first five (5) student attendance days of the new teacher's employment. This differential shall only be paid for days worked.

23. Daily Transfer Pay:

When a Teaching Assistant, which includes all positions in which Teaching Assistant appears in the title, is transferred from their regular classroom assignment to another classroom assignment for the day in order to provide adequate coverage, they will be paid $30/Occurrence. The employee also will be compensated for mileage to and from /their classroom assignment and the classroom that they provide coverage to. The County Office will make every effort to promote a fair approach.

ARTICLE 12 – BENEFITS

1. Health Insurance:
   a. The County Office and SEIU agree to reopen the contract on the issue of Benefits if a significant qualifying event occurs at the national level effecting unit member health care.
   b. Active full-time and three-quarter (3/4) Time Employees: All active, full-time and three quarter (3/4) time bargaining unit employees will be provided with 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.

      For employees working thirty (30) hours or more per week, the County Office will contribute towards health benefits for full time employees at eighty-five percent (85%) of the cost of the Kaiser High Option Plan or 100% of the cost of the Kaiser MID Option Plan, whichever is greater, at each of the enrollment levels, i.e., employee only, employee plus one and family coverage.

      For Active Part Time Employees working less than thirty (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.)

      Health care premiums will continue to be based on an eight (8) hour workday. For SEIU represented employees whose FTE falls below .75 or six (6) hours per day, the employee will have the ability to opt out of their medical health care benefit. SCOE Human Resource Services will provide each .75 or less FTE employee with an "opt out" document, which will be implemented at the start of the new plan year, October 1st.

      An employee may elect to contribute additional pre-tax salary into the HSA up to the annual federal limits. An employee who elects to participate in an HSA will be ineligible to participate in the Health Reimbursement Account portion of the Flex plan. Effective January 1, 2027, SCOE shall provide a dollar-for-dollar match to an SEIU unit member's contributions to a Section 125 FSA plan up to a maximum of two hundred and fifty dollars ($250.00) annually.

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

      Domestic Partners shall be eligible to be covered as dependents in the

available Group Health Plans under the same terms and conditions as other eligible dependents and subject to the requirements of the medical benefits providers.

c. 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.

d. 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)

e. Health Benefit Participation:

An employee 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 their life circumstances such as birth, marriage, death, divorce, loss of employment.

Each employee, who works six (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: 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.

Orthodontic coverage with a one thousand dollar ($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.

4. Life Insurance: Employees who work twenty (20) hours per week or more shall be provided with fifty-thousand dollar ($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 thirty (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 fifty dollars ($50.00).

9. 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.

ARTICLE 13 – 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) June 19, Juneteenth
      (7) July 4, Independence Day
      (8) First Monday in September, Labor Day
      (9) November 11, Veterans Day
      (10) Thanksgiving Day
      (11) The Day Following Thanksgiving Day
      (12) Christmas Eve, December 24
      (13) December 25, Christmas Day
      (14) New Year's Eve, December 31
      (15) Two (2) floating holidays--upon completion of six (6) months employment—administered as per paragraph (g) 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, they 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. Employees assigned to Special Education, School and Community Services, 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: 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 they 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, 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.

Unit members may use up to four (4) days per year of the unit member's seven (7) days of personal necessity at the unit member's discretion. Unit members need not give an explanation for use of these four (4) personal necessity days.

(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 their immediate family; or
(2) Accident involving their person or property or property of a member of their 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, or for witness preparation as the litigant, and for which no other leave is provided for in this agreement; or
(2) Required appointments for the employee, their 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 or holiday, 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 and to ensure compliance with the contract.
(2) No new 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 supervisor 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 their 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 their 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. Extended Illness Differential Leave:

(1) When an employee has exhausted their accrued sick leave and continues to be absent due to illness or injury, the employee shall be eligible for extended illness differential leave retroactive to the first day of their illness or injury

(2) Extended illness differential leave shall be for a maximum of one hundred (100) duty days from the first day of the absence per fiscal year and per illness/injury.

(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 to a substitute employee employed to fill their 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 on extended illness differential leave which extends into a new fiscal year shall be eligible only for the unexpended days of the initial extended illness 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. During an approved leave, including extended illness differential leave, the employee shall be entitled to continue all medical insurance coverage (health, dental and vision) on the same terms and conditions as if employment had continued in active status.

3. Catastrophic Leave:

a. Definition: Catastrophic leave is a paid leave of absence due to

1. Verifiable, long-term illness or injury such as, but not limited to, cancer or heart attack, which clearly disables the employee or the employee's spouse, parent sibling, or child for more than twenty (20) days; or
2. The employee's need to provide support, assistance, or care for the employee's spouse, parent, sibling, or child who is receiving end-of-life services through hospice or a medical facility.

b. Coverage: All permanent employees shall be eligible for such leave.
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, may elect to donate up to twenty-five percent (25%) of unused accrued sick leave, up to a maximum of forty (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.
e. SCOE HR shall inform all members who separate from the County Office with the ability and option to donate hours shall be provided with the donation form during the exit process.
f. SCOE HR shall inform SEIU 1021 when the Catastrophic Leave Generic Bank falls below 500 hours.

Each employee, who otherwise qualifies to use catastrophic leave, once accrued paid leave time has been exhausted, may apply to use up to eighty (80) 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 their behalf.

g. Catastrophic Leave Specific Bank of Hours: Catastrophic Leave taken by an employee, beyond the eighty (80) 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 forty (440) 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.
h. 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.

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. Years of Service for Returning Employees:
SCOE agrees to honor years of service for the purpose of the following:

- calculation for pay considering years of service
- vacation accrual for employees who return to employment with SCOE after any period of time
- This agreement is applicable to any employee who is currently employed by SCOE as of January 4, 2023, or becomes employed by SCOE after this date. The above-listed benefits will be applied and awarded retroactively to the date of rehire. They will be credited only for time working at SCOE, rounded to the nearest number of months. Time during which the employee did not work at SCOE will not count toward any benefit listed above.
- If the employee returns after 39 months, regardless of what class in which they return, they will be required to serve a probationary period of 6 months. The highest step on which an employee may return to work will be step 3, pending Personnel Commission approval.

c. 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 during any period of leave without pay, absence without leave or suspension.

d. Vacation Scheduling: Vacation schedules shall be arranged by the supervisor with particular regard to the needs of service and with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrued to them 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 supervisor.

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 supervisor. No employee may take vacation leave in advance of that actually accumulated by them at the time such leave is taken without the written recommendation of the supervisor 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.

e. 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:
In the case of an industrial accident, injury, or illness the employee shall report the incident before the end of the workday in which the injury occurred. All injuries or accidents not reported the same day require justification for the delay.

a. Leaves resulting from an industrial accident, injury, or illness shall be granted in accordance with the provisions of Education Code Sections 44043, 45192 and this rule.

b. Sonoma County Office of Education employees who have experienced a work-related injury and are absent from work due to the accident, injury, or illness shall be entitled to Industrial Accident/Illness Leave as set forth in the following conditions and regulations:

(1) Industrial Accident/Illness Leave shall be for a maximum of sixty (60) days for each accident, injury, or illness. Eligibility for Industrial Accident/Illness Leave shall continue for only such period as the employee qualifies under the workers' compensation laws.

(2) Allowable Industrial Accident/Illness Leave shall not accumulate from year to year; nor from one accident/illness to another.

(3) Industrial Accident/Illness Leave shall commence on the first day of absence. Absences in relation to the employee's work-related injury that are supported by a physician's authorization, i.e., work status report, and which are verified by the County Office of Education's insurance carrier, as qualified for workers' compensation are absences payable under Industrial Accident/Illness Leave.

If the insurance carrier should place a workers' compensation claim on a "delay status", the employee's absence will be charged to the employee's personal leave account i.e., (sick leave) until the claim is accepted or denied. If the claim is accepted, any personal leave that was used during the delay period will be reversed and the absence will be charged to Industrial Accident/Illness Leave (workers' compensation). If the claim is

denied by the insurance carrier, the employee's absence will continue to be deducted from personal leave time.

(4) Employees who are absent from work on account of an Industrial Accident/Illness Leave shall receive wages, that when combined with the temporary disability indemnity award made under workers' compensation, shall not exceed their normal wages.

(5) Industrial Accident/Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award made under workers' compensation. But, as in the case of an employee being returned to modified duty where their workday hours are temporarily reduced (modified), Industrial Accident/Illness Leave shall be pro-rated and will be reduced only by a portion of one day for each portion of one day of authorized absence.

Employees shall also be allowed to use their sixty (60) days of Industrial Accident/Illness Leave on a pro-rated basis for medical appointments related to an active workers' compensation claim. Any time used for such purposes shall be charged against the employee's sixty (60) day Industrial Accident/Illness Leave allowance at a proration of sixty (60) minutes in fifteen (15) minute increments. This same formula shall be used to determine the percentage of a day to be counted if a classified employee is using their sixty (60) day Industrial Accident/Illness Leave allowance or personal leave. Within one week of the medical appointment, the employee must submit to the Human Resource Services Department, written verification, i.e., a work status report, from their treating physician stating that the appointment is related to their active workers' compensation claim for it to be counted as Industrial Accident/Illness Leave.

(6) When an Industrial Accident/Illness Leave overlaps into the next fiscal year, the employee is entitled to only the remaining amount of their unused sixty (60) day leave for the same illness or injury

Upon expiration of the allowable sixty (60) day leave for an industrial accident or illness, the employee may use personal illness and injury leave. If the employee continues to receive temporary disability indemnity, s/he may elect to take as much of the accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to their temporary disability indemnity, will result in a payment to the employee of not more than the employee's full salary. (Education Code 45192)

(7) The sixty (60) day Industrial Accident/Illness Leave is part of the 100 days of extended illness differential leave that is available to classified employees in Article 12, paragraph 2(e).

(8) After the expiration of all paid leave privileges, the employee may request that the appointing authority place the employee on an Industrial Accident/Illness Leave without pay. The total time of all leave benefits provided under this rule, including unpaid Industrial Accident/Illness

Leave, shall not exceed thirty-six (36) months for any one (1) industrial accident/illness.

(9) When all paid or unpaid leaves of absence have been exhausted and an employee is still unable to assume the duties of their position, the employee's name shall be placed on the reemployment list for the class from which they were on leave, for a period not to exceed thirty-nine (39) months.

(a) Those employees who have been placed on the thirty-nine (39) month reemployment list after the exhaustion of their industrial accident/illness leave shall receive up to three (3) months health benefits with the County Office advancing the full premium for those former employees, as long as they were enrolled in SCOE's medical benefits at the time of placement. Such payment of premium will terminate if the former employee secures other employment that provides health insurance coverage. If the former employee does not return to employment with SCOE for six (6) months or more, SCOE will not collect the employee's share of the premium for the three (3) months the premium was advanced. If the employee does return to employment with SCOE within six (6) months of the separation date, the County Office will collect the employee's share of the premiums that were advanced pursuant to this section. The employee may request a time period of up to nine (9) months for collection of the employee's share of the premium.

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

(10) In accordance with Government Code 21153, if it is believed that an employee is disabled the County Office, <u>prior to placing the employee on the thirty-nine (39) month reemployment list</u>, must apply for PERS disability for the employee unless the employee waives, in writing, their right to disability retirement and elects to either withdraw contributions or leave them in the fund with rights to PERS service retirement. If PERS retires the employee, their employment with the County Office is ended as of the date of retirement.

(11) An employee shall be permitted to return to service at any time prior to the expiration of the thirty-nine (39) months only upon presentation of a release from their treating physician. The release shall certify that the employee is able to return to their position without restrictions or limitations. If the medical release limits the work activities of the employee, the County Office shall determine if a reasonable accommodation can be made. The employee shall not return to work until such determination is made.

The employee shall be reemployed in the first vacancy in the classification of their previous assignment. The employee shall have preference over all other applicants except those laid off for lack of work/lack of funds, in

which case they are ranked according to seniority. Upon resumption of duties, the break in service shall be disregarded and employee fully restored with permanent status. (Education Code 45195)

An employee who fails to accept an appropriate assignment, after being medically approved therefor, shall be removed from the thirty-nine (39) month reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, and in their former status and time basis. Employees removed from a reemployment list under this Rule may appeal the removal to the Personnel Commission.

(12) A regular employee's salary is computed on the basis of the number of hours and days in their basic daily assignment. An employee who is not fulltime shall have their 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.

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 rule. 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, for five (5) days, in the event of death of a member of the immediate family as defined below. With approval from the County Superintendent or designee, an employee may be granted additional earned leave to meet the needs of their family that result from a death of a family member.

b. An employee may receive time up to one (1) day with full pay to attend the funeral of a close, personal friend.

c. For the purposes of Article 13, Section 6 (Bereavement Leave), immediate family is the employee's biological, foster or adoptive parent(s), stepparent(s), spouse; domestic partner, adoptive or foster child, a stepchild, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren or any person residing in the immediate household of the employee.

d. The above bereavement clause shall also apply in the event of reproductive loss (i.e., miscarriage, stillbirth, failed adoption, failed surrogacy, unsuccessful assisted reproduction) for an employee. SCOE agrees to maintain employee confidentiality related to the reproductive loss leave.

e. Any denial of bereavement leave will be in writing and state the reason for the denial. SCOE agrees to collaborate with the employee in the event of a denial.

f. 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 sick, vacation time or compensatory leave time.

7. Volunteering in Schools Under the Family School Partnership Act (FSPA) 1996: stipend

a. Employees are entitled to up to forty (40) hours of unpaid leave per year for either:

(1) To find, enroll, or reenroll their children in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of their child, if the employee, prior to taking the time off, gives reasonable notice to their supervisor of the planned absence. Time off pursuant to this subparagraph shall not exceed eight (8) hours in any calendar month of the year.

(2) To address a child care provider or school emergency, if the employee gives notice to their supervisor. An emergency is as defined in Labor Code section 230.8.

b. Employees may choose to utilize their Vacation, Compensatory, or Personal Necessity leave (up to one day per year) to receive pay for leave taken pursuant to this paragraph.

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 Human Resource Services Department.

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 they have 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 their presence is not required in court.

e. Night employees who are summoned for jury duty are excused from their shift during jury duty service, for the night before the first day of jury service and for the night of their last day of jury service.

9. Absence to Participate in Promotional Process: Every employee shall be permitted to be absent from their duties during working hours in order to participate in any part of a promotional application process within the Sonoma County Office of Education without deduction of pay or other penalty.

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

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 their designated representative, subject to the following restrictions:

(1) A full or partial leave of absence, without pay may be granted for any period not exceeding one (1) year, on a year-by-year basis, 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.

(2) The granting of a leave of absence without pay gives to the employee the right to return to their position at the expiration of their leave of absence, provided that they are 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 their class upon return from leave of absence, they shall have bumping and reemployment rights, in accordance with their seniority, in the same manner as if they had been laid off for lack of work or lack of funds on the date their leave expires.

f. Medical benefits During Unpaid Leave: An 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 required 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, will be reinstated at seventy percent (70%) reimbursement upon return to work.

12. Pregnancy Disability Leave (PDL):

a. Pregnancy disability leave will be granted to an employee upon request for pregnancy, childbirth and related medical conditions up to four (4) calendar months (17 and 1/3rd work weeks). For less than full-time employees, the leave time is prorated. The employee shall provide the specific dates of the requested leave and a doctor's verification.

b. During an approved leave the employee shall be entitled to continue all medical insurance coverage (health, dental and vision) on the same terms and conditions as if employment had continued in active status.

c. Accrued vacation may be used before, during or after the pregnancy leave and as provided under long-term disability. In lieu of paid leave, the employee may choose an unpaid leave as provided in Section 11 of this Article.

d. During the course of the leave, the employee is required to use accrued sick leave.

e. Employees on this leave return to their former position and department, subject to reassignment and transfer on the same basis as other unit members.

f. No later than two (2) weeks before the end of an approved pregnancy leave, the unit member shall notify the Human Resource Services 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 other available leave(s).

13. Parental Leave:

a. Parental leave may be granted within the first year of the birth of a child, when an employee adopts a child, or when other circumstances warrant such leave pursuant to Education Code section 45196.1.

b. Employees on this leave return to their former position and department, subject to reassignment and transfer on the same basis as other unit members.

c. During an approved Parental Leave the employee shall be entitled to continue all medical insurance coverage (health, dental and vision) on the same terms and conditions as if employment had continued in active status.

d. No later than two (2) weeks before the end of an approved Parental leave, the unit member shall notify the Human Resource Services 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 other available leave(s).

14. Family Medical Leave Act (FMLA)/CA Family Rights Act (CFRA):

a. Each qualified employee can be eligible for Family Medical Leave Act ("FMLA") and/or California Family Rights Act ("CFRA") leave of up to twelve (12) work weeks per twelve (12) month period for the reasons set forth in the various statutes. This leave runs concurrently with any applicable paid leave time. These statutes are different and one or both may apply to a particular situation; when both apply, they will run concurrently.

b. Family Care Leave may be used for the following reasons:
   (1) To care for one's own serious health condition;
   (2) To care for certain family members' serious health conditions;
   (3) To bond with a new child;
   (4) When there is a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child or parent in the US Armed Forces, or
   (5) To care for a spouse, child, parent, or next of kin in the armed forces or National Guard who receives a serious injury or illness in the line of duty.

c. Leaves described in 14(b)(2) maybe be taken to care for the serious health condition of a spouse, domestic partner, parent, child (of any age), child of a domestic partner, grandparents, grandchildren, and siblings.

d. This leave may be taken intermittently with County Office agreement.

e. During the period of leave the County Office shall allow the unit member to elect to use their accrued sick leave. Unit members may use other paid or unpaid leaves provided in this Article.

f. The unit member shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to unpaid leave taken for any other purpose.

g. The unit member shall retain their employment status with the County Office during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any other employee benefit plan. Unit members who are granted such leave shall be employed in the same or comparable position upon return from leave.

h. If a unit member's need for family care leave is foreseeable, they shall give the County Office reasonable advance notice. If the leave is needed for a planned

medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid a disruption of school or County Office operations. This scheduling shall be subject to the health care provider's approval.

i. A unit member's request for leave to care for an immediate family member who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care, on a form provided by the County Office.

j. The County Office shall not refuse to hire and shall not discharge, fine, suspend, expel, or discriminate against any unit member because they exercise the right to this leave or because they give information or testimony related to their or another person's leave in an inquiry related to family leave rights.

k. This paragraph is intended to implement the terms and conditions of Government Code section 12945.2 (CFRA) and 28 USC 2601 *et seq* (FMLA), and interpretations of these laws will apply to interpretations of this paragraph.

ARTICLE 14 – RETIREMENT

1. Early Retirement Incentive (ERI):
   Approval of this is automatic assuming the employee meets the eligibility requirements and applies in a timely fashion.

   Upon regular or disability retirement under PERS (STRS) 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 fifteen (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 4154 (currently $960 per month).

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 the Early Retirement Incentive may be accepted at any time during the fiscal year, with the member providing at least thirty (30) calendar days' notice of their intention to retire. Any request to receive the incentive with less than thirty 30 calendar days' notice would be subject to superintendent approval.
   c. The County Office and the Union agree that they are willing to meet and discuss additional retirement options 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 (STRS).

ARTICLE 15 – 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. Probationary periods run concurrently from date of hire.
   c. Current SCOE employees who are promoted into a different classification shall serve a probationary period of six (6) months. Probationary periods run concurrently from date of new assignment. With the written mutual agreement of the promoted 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. Reclassification Studies:
   a. Request for reclassification study of individual Titles may be submitted to the Director of Human Resource Services at any time. The Director of Human Resource Services shall within thirty (30) calendar days acknowledge receipt of such request and shall indicate the timeline for completion of the study.
   b. The Union may request up to two reclassification studies per year in a particular classification (e.g., Teaching Assistant) or title (eg. Teaching Assistant, Special Education). Each classification or title will not be studied more than once every four years, unless otherwise mutually agreed.

      Reclassification requests a must be submitted by the Union by January 30th of each year; and the County Office must complete the study by August 1st of that same year. The results of the reclassification study will be included in the regular contract negotiations for that year. If no regular negotiations are scheduled, negotiations will begin on the reclassification study results no later than September 1st 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 reclassification 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 for comparison to be included in a reclassification 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 their 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 Human Resource Services Department.

b. Upon receipt of a resignation notice, the County 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 County Office will pay the benefits for the entire month as though they had worked through the month.

(2) If the individual is less than a twelve (12) month employee and resigns between the last school day of the school year and August 31, the County 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 for the ensuing school year due to lack of work or lack of funds, it shall notify the Union in writing no later than March 15. Employees to be laid off due to lack of work or lack of funds shall be given written notice no later than March 15, that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

If the County Office proposes to lay off an employee as a result of the expiration of a specially funded program, it shall notify the Union in writing at least sixty (60) days in advance of the effective date. Employees to be laid off shall receive no less than sixty (60) 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 hourly rate of pay will be "Y rated".

The hourly rate of pay will remain in Y rated status until such time as:

a. The hourly range for the employee's new job position is equal to or exceeds the amount being paid to the employee under Y rating.

b. The employee is reinstated to their previous position, or

c. The employee refuses an offer to be reinstated to their previous position, or

d. The hourly rate of pay exceeds Y rating for any other reason. For an additional explanation on Y rating please review the 2021 Merit Rules Section 70.200.8.

(4) An employee who is either demoting in lieu of layoff or exercising their bumping rights will have a minimum of three (3) business days to consider position options before making a final decision, unless mutually agreed to by the Union and the County Office.

b. Continuation of Health Benefits:

(1) Employees laid off will receive up to four (4) months of health benefits paid by the County Office. Such payment of premium will terminate if the laid off employee secures other employment which provides health insurance coverage. Laid off employees who did not elect to receive health coverage through the County Office during their employment will instead receive a $750 support stipend.

(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 (3) three months of County Office contributions for health benefits under this section.

c. Time On the Job 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 (4) days of unused, accrued sick leave and three (3) days of "New Employment Leave" to apply, interview, or look for other

employment. “New Employment Leave” can be utilized one day per week. Employees must have prior approval from their supervisor to use this time off. Requests for this leave must be submitted three (3) business days in advance and is subject to approval. The County Office will make every effort to accommodate these leave requests.

d. Job Fair: When SCOE has served employees with preliminary layoff notices due to lack of work or lack of funds, SCOE will offer support to assist employees facing layoffs in composing their resumes, provide interview tips and provide information and assistance to connect employees to districts that may be hiring. SCOE agrees to hold a Job Fair by the last week in May to host all Sonoma County School Districts hiring impacted classifications during each year of the contract.

e. Layoff Substitute Pay: Any Teaching Assistant may be rehired to serve as a Substitute Teaching Assistant at their last hourly rate of pay on a day-to-day basis. Substitute teaching does not replace the protections afforded by the Education Code or Rehire List. SCOE will prioritize laid off Teaching Assistants before recruiting elsewhere. When a Substitute is directed to work in more than one classification during the course of the day, the employee will be paid for all hours worked at the rate of the higher classification.

f. Retired Substitute Pay: Any retiree hired as a classified substitute will be paid at the step last reached as of when they retired regardless of the range for which they are hired, and at the range applicable to the substitute position. When a Substitute is directed to work in more than one classification during the course of the day, the employee will be paid for all hours worked at the rate of the higher classification.

6. Transfers:

a. Definition: A transfer is defined as a voluntary/lateral (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 their 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 Resource Services Department.

Along with all other factors, in determining Teaching 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 seven (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 fourteen (14) calendar days advanced written notice. The Union will be notified in writing at the same time the employee is notified. In the event that fourteen (14) days notice is not provided, the County 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/Lateral Transfers: An employee interested in a transfer to another position in the same classification should file a written notice with the Human Resource Services 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 Resource Services Department shall send to employee's work email and home 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 they currently hold permanent status, shall submit a written request for an 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 their 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 their rights as provided by law and this Agreement.

ARTICLE 16 – 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, excluding Articles Eleven (11) "Compensation" and Twelve (12) "Benefits". In the event of an emergency, the County Office shall have the right to request renegotiation of any terms in Articles Eleven (11) or Twelve (12) for the duration 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 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 rescinded or renegotiated contractual terms shall be automatically reinstated as they existed at the start of the emergency. All public employees, including unit members, are "disaster service workers" under state law (see Government Code sec. 3100 et seq.) and this Article does not limit any of SCOE's rights under state law to direct disaster service workers.

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 Office 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.

ARTICLE 17 – 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 17 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 18 – 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 thirty (30) days.
   e. Personal Property: The County Office shall provide for reimbursement of up to seven hundred dollars ($700) 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 their job duties. The employee must follow the requirements of the Superintendent's policy when submitting a claim for reimbursement. Replacement of personal property shall be comparable to the clothing and or eyeglasses which are damaged or destroyed.

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 employees who, during the performance of their job, may soil their clothing or are required to be exposed to the rain.

6. Shoes: When an employee's worksite requires slip-proof shoes, the County Office will offer slip-proof shoe covers or the employee may purchase slip-proof shoes to be reimbursed by the County Office in an amount up to one hundred forty dollars ($140), every school year. Employees of the Facilities, Maintenance and Operations Department who regularly work outside in potentially hazardous conditions requiring extra protection may purchase work boots with steel or composite toes to be reimbursed by the County Office in an amount up to two hundred fifty dollars ($250) every school year. To receive reimbursement for slip-proof shoes or work boots, an eligible newly hired employee must submit a receipt and a reimbursement request within ninety (90) days of hire, and an eligible continuing employee must submit a receipt and a reimbursement request no later than October 31 of the current school year.

7. 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 19 – TRAINING, CONTINUING EDUCATION, MATERIALS & EXPENSES

1. In Service Training: The County Office shall provide a program 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 and provided for all new employees. 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. Employees shall have the right to suggest such training programs to their individual supervisors.

2. Career Development: Supervisors will provide employees with information about cross training opportunities and other career development opportunities. All references in this section to Department Lead mean the Department Lead in the department where training is to occur.
   a. An employee may at any time indicate in writing to the Department Lead of a department their interest in being trained in a particular position in that department.
   b. The Department Lead shall review the request with the appropriate supervisors and other management staff.
   c. The Department Lead shall respond in writing to the employee within twenty (20) days of the request. The Department Lead 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 Department Lead 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 Department Lead'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 Department Lead 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 their 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 Department Lead.
      (2) Any conflict in scheduled hours of work and training shall be resolved by the mutual agreement of the Department Lead and employee supervisor. 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 their 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 Department Lead, 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 Department Lead 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 Department Lead'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 20 – 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 ninety (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 15.5.)

ARTICLE 21 – GRIEVANCE PROCEDURE

1. Definitions

Day: A "Day" is any day in which the office of the Sonoma County Office of Education is open for business.

Form: The grievance form is found in Appendix F.

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.

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 they have been subject to harassment or retaliation may request a hearing before a three (3) person panel.

Panel Composition, Duties & Authority: The three (3) person panel will be composed of one (1) appointee selected by the County Office, one (1) appointee selected by the Union, and one (1) member of the Personnel Commission selected by the other two (2) appointees. The three (3) 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.

2. Procedure:
   a. Form: The form listed in Appendix F is the form to be used to file a grievance at the formal written level. If a supply of the form listed in Appendix F is unavailable, the grievant may photocopy Appendix F 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, their 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 their immediate supervisor, a Job Steward shall be permitted to leave their 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 their 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.

3. 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 their immediate supervisor. The immediate supervisor must reply to the grievant within three (3) days.

4. 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 F) 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 II, they may, within five (5) days, appeal the grievance to the Superintendent or their designee.

The grievance shall include a copy of the original grievance and the appeal, the decision rendered at Level II, 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 their 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 them by the respective parties

The Arbitrator will render a final decision binding upon each party. Unless the parties agree otherwise, the Arbitrator will render their 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.

5. 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. 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 22 – 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 23 – 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 County Office will amend any applicable 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 Superintendent policies are available on-line at the SCOE website.

ARTICLE 24 – DURATION

1. Length of Agreement.
This Agreement shall become effective on July 1, 2025, and shall continue in full force and effect to and including June 30, 2028.

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.

All meet and negotiation sessions to amend, modify, or change this Agreement for subsequent years shall begin no later than April 30, 2028, unless otherwise mutually agreed by the parties in writing.

Date: 4-3-2026

For the County Office:

Dr. Amie Carter, Superintendent
Sonoma County Office of Education

Greg Medici, Deputy Superintendent
Sonoma County Office of Education

Dr. Jennifer Larson, Assistant Superintendent
Sonoma County Office of Education

Date: 04/02/2026

For the Union:

Electronically signed by: Aaron Burton
Date: Apr 2, 2026 13:20:45 PDT

Aaron Burton, SEIU Local 1021
Field Representative

Electronically signed by: Alli Britton
Reason: I am accepting the terms of this contract.
Date: Apr 1, 2026 17:57:29 PDT

Alli Britton, Retirement Analyst
SEIU Local 1021 Job Steward

Electronically signed by: Krystal Garcia
Reason: I am accepting the terms of this contract.
Date: Apr 1, 2026 19:29:05 PDT

Krystal R Garcia, LVN TA,
SEIU Local 1021 Job Steward

APPENDIX A – SALARY ALLOCATION CHART

Sonoma Co Supt of Schools
SEIU -Position Classification (Range) Plan
Fiscal Year 2025-2026
Effective 7/1/2025

Job Description	Range
Academic Support Staff	17
Accounting Analyst	42
Accounting Analyst-Position Control	42
Accounting Technician II	30
Accounting Technician III	37
Adaptive Technology Assistant-Visual Impairments	35
Administrative Program Technician II	27
Administrative Support Secretary III	21
Administrative Support Secretary IV	23
Administrative Support Secretary IV / Live Scan Technician	23
Attendance and Outreach Specialist	28
Assistive Technology Assistant	23
Brailist II/Alternative Media Tech	24
Custodian	19
Data Analyst-SELPA	42
Data Control Technician II	28
Data Control Technician III	30
Department Systems Coordinator	40
Division Support Assistant	32
Early Education Program Specialist	36
Educational Translator/Interpreter	24
Employment Specialist	21
Facilites, Operations & Maintenance/Emergency Facilitor-Department Assistant	40
Human Resources Analyst	42
Human Resources Credential Analyst	42
Human Resources Credentials Clerk	37
Infant/Toddler Caregiver	14
Information Technology Desktop Technician	40
Information Technology Support Technician	40
Interpreter-Translator, Teaching Assistant Special Ed	18
Lead Custodian	24
Lead Maintenance Worker/Groundskeeper	38
Lead Printing Services Technician	35
LVN Teaching Assistant	39
Maintenance/Groundskeeper	26
Maintenance/Utility/Groundskeeper	24
Payroll Analyst	42
Printing Technician	28
Program Assistant	23
Program Specialist Technician II	30
Program Specialist Technician III	32
Resource Materials Clerk	21
Retirement Analyst	42
School-Based Clinician I	35
School Office Coordinator II	26
Senior Division Support Assistant - EES	36
Special Education Technician	28
Student Accountability Specialist	18
Teaching Assistant /Social-Emotional Learning Support	16
Teaching Assistant /Special Ed (Includes Preschool)	16
Teaching Assistant /Specialized Services	18
Teaching Assistant /Speech & Language	18
Teaching Assistant /Transition	18
Teaching Assistant /Bilingual Construction*	15
Teaching Assistant /Adult Ed Construction*	13
Wellness Coach II	45

* currently filled as supplemental Non positional

APPENDIX B – CLASSIFIED SALARY SCHEDULE

Sonoma County Superintendent of Schools
SEIU UNIT - HOURLY SALARY SCHEDULE
Fiscal Year 2025-26
Effective July 1, 2025

Range	Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly	Step 6 Hourly	Range'
1	16.62	17.45	18.32	19.24	20.20	20.61	1
2	17.04	17.89	18.78	19.72	20.71	21.12	2
3	17.46	18.33	19.25	20.21	21.22	21.65	3
4	17.90	18.79	19.73	20.72	21.76	22.19	4
5	18.35	19.26	20.23	21.24	22.30	22.74	5
6	18.80	19.74	20.73	21.77	22.86	23.31	6
7	19.27	20.24	21.25	22.31	23.43	23.90	7
8	19.76	20.74	21.78	22.87	24.01	24.49	8
9	20.25	21.26	22.33	23.44	24.61	25.11	9
10	20.76	21.79	22.88	24.03	25.23	25.73	10
11	21.28	22.34	23.46	24.63	25.86	26.38	11
12	21.81	22.90	24.04	25.24	26.51	27.04	12
13	22.35	23.47	24.64	25.88	27.17	27.71	13
14	22.91	24.06	25.26	26.52	27.85	28.41	14
15	23.48	24.66	25.89	27.19	28.54	29.12	15
16	24.07	25.27	26.54	27.86	29.26	29.84	16
17	24.67	25.91	27.20	28.56	29.99	30.59	17
18	25.29	26.55	27.88	29.28	30.74	31.35	18
19	25.92	27.22	28.58	30.01	31.51	32.14	19
20	26.57	27.90	29.29	30.76	32.30	32.94	20
21	27.23	28.60	30.03	31.53	33.10	33.76	21
22	27.91	29.31	30.78	32.31	33.93	34.61	22
23	28.61	30.04	31.55	33.12	34.78	35.47	23
24	29.33	30.79	32.33	33.95	35.65	36.36	24
25	30.06	31.56	33.14	34.80	36.54	37.27	25
26	30.81	32.35	33.97	35.67	37.45	38.20	26
27	31.58	33.16	34.82	36.56	38.39	39.16	27
28	32.37	33.99	35.69	37.48	39.35	40.14	28
29	33.18	34.84	36.58	38.41	40.33	41.14	29
30	34.01	35.71	37.50	39.37	41.34	42.17	30
31	34.86	36.60	38.43	40.36	42.37	43.22	31
32	35.73	37.52	39.40	41.37	43.43	44.30	32
33	36.63	38.46	40.38	42.40	44.52	45.41	33
34	37.54	39.42	41.39	43.46	45.63	46.55	34
35	38.48	40.40	42.42	44.55	46.77	47.71	35
36	39.44	41.41	43.49	45.66	47.94	48.90	36
37	40.43	42.45	44.57	46.80	49.14	50.12	37
38	41.44	43.51	45.69	47.97	50.37	51.38	38
39	42.48	44.60	46.83	49.17	51.63	52.66	39
40	43.54	45.71	48.00	50.40	52.92	53.98	40
41	44.63	46.86	49.20	51.66	54.24	55.33	41
42	45.74	48.03	50.43	52.95	55.60	56.71	42
43	46.88	49.23	51.69	54.28	56.99	58.13	43
44	48.06	50.46	52.98	55.63	58.41	59.58	44
45	49.26	51.72	54.31	57.02	59.87	61.07	45
46	50.49	53.01	55.67	58.45	61.37	62.60	46
47	51.75	54.34	57.06	59.91	62.91	64.16	47
48	53.05	55.70	58.48	61.41	64.48	65.77	48
49	54.37	57.09	59.95	62.94	66.09	67.41	49
50	55.73	58.52	61.44	64.52	67.74	69.10	50
51	57.12	59.98	62.98	66.13	69.44	70.82	51
52	58.55	61.48	64.55	67.78	71.17	72.59	52

No current positions exist on Ranges 1-10

Additional longevity addon of 5% compounded for years of service applied at the following increments: Year 8; Year 11; Year 16; Year 21

SCHEDULE 240COO HOURLY	
Base Hours Per Day	8
Base Avg Days Per Year	261

APPENDIX C – PERFORMANCE EVALUATION FORMS

Sonoma County Office of Education

Classified Classroom-Based Employee Performance Evaluation

Page 1

Employee Name:		Evaluation Period Start:	
Job Title:		Evaluation Period End:	

Evaluation Type:	Probationary: ☐ 3 month ☐ 6 month ☐ Other	Permanent: ☐ Annual ☐ Special	SCOE Department:	
			Evaluator:	

***1.0* Service**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
1.1 Provides prompt, personalized service to internal and external clients with respect			
1.2 Works actively to assist in achieving the service goals of department and SCOE			
1.3 Demonstrates courtesy and tact when interacting with the public			

***2.0* General Work Habits**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
2.1 Follows SCOE's policies and procedures			
2.2 Adheres to assigned work schedule and follows department procedures regarding absences			
2.3 Maintains a neat and orderly work area			
2.4 Demonstrates good judgment to effectively supervise students and complete assigned tasks (i.e., working independently as required and/or by collaborating with others)			
2.5 Completes tasks efficiently, accurately, and in a timely manner			
2.6 Follows safe and healthful work practices			
2.7 Responds appropriately to emergencies, accidents, and/or equipment failures			

***3.0* Collaborative Working Relationships**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
3.1 Performs equal share of duties			
3.2 Demonstrates flexibility in all working relationships			
3.3 Coordinates work with others and offers assistance when appropriate			
3.4 Suggests appropriate changes to improve programs; raises questions and offers practical ideas			

Employee Name:		Evaluation Period Start:	
Job Title:		Evaluation Period End:	

***4.0* Communication**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
4.1 Demonstrates correct oral and written communication skills			
4.2 Follows protocol and proper channels of communication within the scope of responsibility with certificated staff, colleagues, management, & families			
4.3 Discusses and clarifies work assignments with supervisor(s) as necessary or requested			
4.4 Collaborates with co-workers to support student success			
4.5 Regularly monitors and responds as appropriate to department and SCOE communications (i.e., electronic mail and paper correspondence)			
4.6 Maintains appropriate confidentiality			

***5.0* Position Knowledge / Skills**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
5.1 Demonstrates knowledge of position and methods to perform duties			
5.2 Applies necessary technology when completing tasks, and continues to stay current with technology required for position			
5.3 Operates, maintains and makes effective use of equipment required for the position			
5.4 Satisfies requirements of job description			

***6.0* Classroom-Based Employee Duties**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
6.1 Works to meet students needs (i.e., IEPs, Behavior Intervention Plans, specialized procedures)			
6.2 Demonstrates ability to recognize and adapt methods to deliver instruction as directed by certificated staff			
6.3 Contributes to positive classroom environment and student engagement through appropriate intervention and techniques			
6.4 Follows classroom programs and procedures (i.e., data collection, specific instructional strategies, etc.)			
6.5 Effectively builds rapport and positive relationships with students while maintaining professional boundaries			
6.6 ***If applicable:*** Follows medical procedures or tasks as directed by a Certificated School Nurse			

Employee Name:		Evaluation Period Start:	
Job Title:		Evaluation Period End:	

Areas of Strength	
Areas of Improvement	
Goal(s)	

Comments and Action	
Comments by Employee *(Employee has up to 10 business days to add comments)*	
Comments by Evaluator	

The evaluator recommends the following action regarding the job performance of this employee:

	Retain on probation
	Place/Continue on permanent status
	Release from employment
	Recommendation of an extension of time for next evaluation based on the Employee's 3 satisfactory annual evaluations (Complete and attach this Extended Evaluation Agreement form)

Employee Name:		Evaluation Period Start:	
Job Title:		Evaluation Period End:	

Signatures
It is understood that in signing this performance report the employee acknowledges having seen and discussed the rating but does not necessarily agree with the conclusions of the rater. It is further understood that the employee has the right to appeal all or any part of this performance evaluation, to the next higher supervisor.

Employee:		Date:	

(Signature Indicates Receipt of Appraisal Only and Not Necessarily Agreement)

_____ *Employee (EE) will add comments to be attached within 10 business days*
EE Initials

Evaluator:		Date:	
Dept Head:		Date:	

In compliance with the Rules and Regulations of the Personnel Commission adopted pursuant to Section 45261, Education Code, State of California, I approve for the above recommended action regarding the above named employee.

Superintendent:		Date:	

This evaluation will be placed in the employee's personnel file after the Superintendent's review.

HR USE ONLY

Next Evaluation Date Extended? Yes _____ No _____ Next Evaluation Due Date: _____

Reviewed by Director of HR: _____

Date Entered Into File: _____ Entered By: _____

Sonoma County Office of Education

Classified Non-Classroom Employee Performance Evaluation

Page 1

Employee Name:		Evaluation Period Start:	
Job Title:		Evaluation Period End:	

Evaluation Type:	Probationary: ☐ 3 month ☐ 6 month ☐ Other	Permanent: ☐ Annual ☐ Special	SCOE Department:	
			Evaluator:	

***1.0* Service**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
1.1 Provides prompt, personalized service to internal and external clients with respect			
1.2 Works actively to assist in achieving the service goals of department and SCOE			
1.3 Demonstrates courtesy and tact when interacting with the public			
1.4 Follows proper channels of communication			
1.5 Discusses and clarifies work assignments with supervisor(s) as necessary or requested			
1.6 Maintains appropriate confidentiality			

***2.0* General Work Habits**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
2.1 Follows SCOE's policies and procedures			
2.2 Adheres to assigned work schedule and follows department procedures regarding absences			
2.3 Maintains a neat and orderly work area, including clear records and easily accessed files			
2.4 Demonstrates good judgment to complete assigned tasks (i.e., working independently as required and/or by collaborating with others)			
2.5 Completes tasks efficiently, accurately, and in a timely manner			
2.6 Follows safe and healthful work practices			
2.7 Responds appropriately to emergencies, accidents, and/or equipment failures			

***3.0* Collaborative Working Relationships**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
3.1 Demonstrates consideration of how position tasks, deadlines, and organization of duties impact other colleagues and manager(s)			
3.2 Demonstrates flexibility in all working relationships			
3.3 Coordinates work with others and offers assistance when appropriate			
3.4 Suggests appropriate changes to improve programs; raises questions and offers practical ideas			

Employee Name:		Evaluation Period Start:	
Job Title:		Evaluation Period End:	

***4.0* Communication**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
4.1 Demonstrates correct oral and written communication skills			
4.2 Follows protocol and proper channels of communication within the scope of responsibility			
4.3 Discusses and clarifies work assignments with supervisor(s) as necessary or requested			
4.4 Maintains appropriate confidentiality			

***5.0* Position Knowledge / Skills**	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
5.1 Demonstrates knowledge of position and methods to perform duties			
5.2 Applies necessary technology when completing tasks, and continues to stay current with technology required for position			
5.3 Interprets and applies, as assigned, pertinent laws, codes, rules, and regulations accurately			
5.4 Satisfies requirements of job description			
5.5 ***If applicable:*** Trains, directs, and/or coordinates the work and services of others effectively when necessary to meet position requirements			

***6.0* Trades & Technical** *(Applicable only to Technical & Trades positions)*	1 Fails to Meet Standards	2 Needs Improvement to Meet Standards	3 Fully Meets Standards
6.1 Operates applicable tools and equipment safely and effectively			
6.2 Maintains equipment, and/or building and grounds; completes repairs as appropriate			
6.3 Adheres to rules and regulations regarding environmental laws			

Employee Name:		Evaluation Period Start:	
Job Title:		Evaluation Period End:	

Areas of Strength	
Areas of Improvement	
Goal(s)	

Comments and Action	
Comments by Employee *(Employee has up to 10 business days to add comments)*	
Comments by Evaluator	

The evaluator recommends the following action regarding the job performance of this employee:

	Retain on probation
	Place/Continue on permanent status
	Release from employment
	Recommendation of an extension of time for next evaluation based on the Employee's 3 satisfactory annual evaluations (Complete and attach this Extended Evaluation Agreement form)

Employee Name:		Evaluation Period Start:	
Job Title:		Evaluation Period End:	

Signatures
It is understood that in signing this performance report the employee acknowledges having seen and discussed the rating but does not necessarily agree with the conclusions of the rater. It is further understood that the employee has the right to appeal all or any part of this performance evaluation, to the next higher supervisor.

Employee:		Date:	

(Signature Indicates Receipt of Appraisal Only and Not Necessarily Agreement)

_____ *Employee (EE) will add comments to be attached within 10 business days*
EE Initials

Evaluator:		Date:	
Dept Head:		Date:	

In compliance with the Rules and Regulations of the Personnel Commission adopted pursuant to Section 45261, Education Code, State of California, I approve for the above recommended action regarding the above named employee.

Superintendent:		Date:	

This evaluation will be placed in the employee's personnel file after the Superintendent's review.

HR USE ONLY

Next Evaluation Date Extended? Yes _____ *No* _____ *Next Evaluation Due Date:* _____

Reviewed by Director of HR: _____

Date Entered Into File: _____ *Entered By:* _____

APPENDIX D – SEIU NEW EMPLOYEE LETTERS

Welcome to SEIU Local 1021!

On behalf of your local 1021 chapter, we would like to welcome you to the realm of SCOE! SEIU Local 1021 is your union and together we bargain, collaborate, get creative, and brainstorm in our noble quest for the best contract ever created! There is no such thing as the perfect contract, and a contract will never be finished forever, so we must strive for continuous improvement of working conditions, benefits, financial packages, and creating better work/life balance for our employees and their families!

We encourage you to join the union – because this quest is not achievable without fellowship! It takes employees like you to be invested in the shared vision of the union and to forge together, because it is together we are strong! By becoming a member of the union fellowship, you also get the benefits of having a voice in union decisions as well as voting rights. Membership also comes with discounts and savings through Member Benefits that help you enjoy life beyond the workplace!

Your current union contract can be found online through the SCOE website.
You can also find the current SEIU 1021 Contract for SCOE on the SEIU 1021 website. Please take pause to explore the current contract and peruse its pages. Many benefits lay upon its passages.

On your hero's journey you have many fellow adventurers. Additionally, to help you along your way you have Stewards who are there to help guide you should you have any questions or challenges.

Current mages (aka stewards) as of 4/1/2026:

Alli Britton – Retirement Analyst abritton@scoe.org (707) 524-2651 (work)
Krystal R. Garcia – LVN Teaching Assistant kgarcia@scoe.org

Then the **Wise Wizard Union Field Representative** who works for **SEIU 1021** and alongside all of us:

Aaron Burton aaron.burton@seiu1021.org (707) 234-9737

Congratulations! Take your place amongst the followship, because even the bravest hero knows you never enter the unknown alone.

Sign up and **become a Union Member**. **Scan the QR code below to sign up for Membership.**

SEIU/1021

LOCAL 1021 SEIU Stronger Together

Member Application Payroll and COPE Authorization

YES! I want to JOIN SEIU 1021!

Please print clearly (ABOVE EACH LINE) using a black or blue ink pen.

EMPLOYER NAME

FIRST NAME | M.I. | LAST NAME | EMPLOYEE #

HOME ADDRESS

CITY | ZIP CODE | BIRTH DATE

( )

*CELL PHONE | HOME EMAIL | WORK EMAIL

By providing my cell phone number, I hereby consent to receive updates by text and automated calls. I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 55000 to stop receiving messages. Text HELP to 55000 for more information.

( )

WORK PHONE | EXT. | CLASSIFICATION/TITLE | FT/PT

WORKSITE/LOCATION | DEPARTMENT | HIRE DATE

I designate SEIU 1021 to represent me regarding terms and conditions of my employment. I hereby authorize the employer to deduct from my earnings and to transmit to SEIU 1021 membership dues, fees, and/or contributions, at rates determined by the Union. This authorization will remain in effect unless revoked in writing, signed, via U.S. mail to SEIU 1021 headquarters. If such payments are not made by payroll deduction and forwarded to the Union each month, it is the obligation of the employee to make the payment directly to the Union.

Contributions or gifts to SEIU 1021 are not tax deductible as charitable contributions. However, they may be deductible as ordinary and necessary business expenses.

SIGNATURE OF EMPLOYEE | DATE

YES! I WANT TO HOLD POLITICIANS ACCOUNTABLE!

COPE (Committee on Political Education) AUTHORIZATION. I hereby authorize my employer to deduct from my pay/transmit to SEIU 1021 the sum of:

☐ **$5.10** ☐ **$10.21** ☐ **$15** **OTHER:** _____

To be deducted per pay period in addition to the regular dues deduction as a voluntary contribution to SEIU COPE Political Action Fund and to forward the amount to SEIU 1021. I understand that contributions to this fund are not a condition of membership in the Union nor of employment, the contribution amounts on this form are merely suggestions, and I may contribute more or less or not contribute without fear of favor or disadvantage from SEIU or my employer. SEIU 1021 will use the money it receives for member education, issue advocacy and make contributions and independent expenditures in connection with local, state and federal (through SEIU COPE) elections and ballot initiatives to the extent permitted by law. This authorization shall remain in effect until revoked by me in writing, signed, via U.S. mail to SEIU 1021 headquarters.

Contributions to the SEIU 1021 COPE Political Action Fund are not deductible as charitable contributions for income tax purposes.

SIGNATURE | DATE

Processed by Union_____ Processed by Employer_____ (Edited 7.6.18)

LOCAL 1021
SEIU
Stronger Together

Theresa Rutherford
President

Mary Duncan
Secretary

Amos Eaton
Treasurer

Brandon Dawkins
VP of Organizing

Ramses Teon-Nichols
VP of Politics

Sandra Lewis
VP of Representation

Akbar Bibb
VP Region A (North Central)

Mary Sandberg
VP Region B (North Coast)

Yeon Park
VP Region C (East Bay)

Kristin Hardy
VP Region D (San Francisco)

Taffie Walter
VP Region E
(Amador/Calaveras/San Joaquin)

Executive Board
John Arantes
Lucretia Bolin
Derrick Boutte
Lorraine Bowser
Charito Casanas
Nicole Christian
Kasha Clarke
Desiree Collins
Felipe Cuevas
Evelyn Curiel
Tina Diep
Geneva Haines
Elizabeth Harrison
Greg Marro
Todd Nosanow
Patricia Orey
Veronica Palacios
Maria Salazar-Colon
Sandy Sigala
Tina Tapia
Richard Thoele
Angel Valdez
Moises Vega
Sandra Wall

Executive Board & Budget & Finance Committee
Trevor Adams
Tazamisha Alexander
Amanda Ayers
Monique Baca
Travis Balzarini
Rhea Davis
Karla Faucett
Cynthia Landry
Harold Powell

Congratulations on your new job! You now stand together with over 60,000 employees in SEIU Local 1021, who work in local government, non-profit agencies, health care programs, colleges and schools in Northern California.

At your workplace, you are now covered by an SEIU Local 1021 contract. Collective bargaining is a process in which union members, through their collective action, negotiate contracts with their employers that improve their employment conditions. Your contract covers everything from wages, health and retirement benefits, and job protections such as time off, probationary periods, and other rights and professional procedures. Your raises are listed in your contract.

Please fill out and submit your membership form so that you do not miss out on the valuable rights and benefits that membership bring:

1. **A Vote and a Voice**: Being a union member means you have a say in what's in your next contract, can vote or run for union office, attend union skills classes, and decide which ballot measures and candidates your union endorses.
2. **Security**: If you are called into a meeting with a manager, or if you are seeking improvements on the job, you won't be alone.
3. **Benefits**: Pensions, medical insurance, paid vacation, personal holidays, sick pay, overtime premiums, shift differentials, etc., are generally not only better in a union shop, many of these premiums don't even exist without a union contract. Members also receive additional benefits, including discounts on insurance, phone plans, travel, and financial services through SEIU Member Benefits.

By standing together and contributing monthly dues to help cover the costs of contract negotiations, trainings, and running community campaigns, we are able to use our power in numbers to achieve a fair return on our work and just disciplinary procedures.

Our efforts to secure a stable future for all workers and the services we provide are vital – and depend on you. Join us today!

In Unity,

Theresa Rutherford

SEIU Local 1021 President

vSept2022

600 B Street, Santa Rosa, CA 95401 • (707) 293-2858 • Fax (707) 542-1496
Service Employees International Union CtW, CLC • www.seiu1021.org

LOCAL 1021
SEIU
Stronger Together

KNOW YOUR RIGHT TO REPRESENTATION IN THE WORKPLACE ESTABLISHED BY WEINGARTEN

An employee has the right to be represented by the union at an employer's investigatory interview if the employee reasonably believes that this interview will result in disciplinary action.

As a union member, you have this right. Remember:

1. You must request the presence of your shop steward or union representative. The company is not under any obligation to make this request for you or remind you of this right.
2. In exercising this right, you must have a reasonable belief that some disciplinary action may result from this investigatory meeting. This right may be invoked at any time. For example, if you are in what appears to be a neutral environment at the beginning of the meeting and suddenly this environment changes to a point where you believe that there will be disciplinary action taken, you have the right to stop the meeting and demand that you be allowed to speak with your shop steward or union representative and have him/her at your side for the rest of the meeting.
3. You also have the right to know the subject matter of the meeting. This right can also be extended so that you may consult with your shop steward or union representative before the meeting and confer during the meeting in order to request further advice. The shop steward or union representative has the right to demand that he or she participate in this meeting.
4. You do not have the right to postpone the meeting with the intention of choosing a shop steward or union representative of your choice. You must utilize the shop steward or union representative available at the time of the meeting.

Know and invoke your Weingarten Rights!

In 1972, an employee that worked at a J. Weingarten store in Houston, Texas was interrogated by the company in response to an accusation of theft. This employee was denied the presence of her union representative although she requested it several times. As a result of the investigation, the employee was cleared of the accusation of theft. After this incident, her union representative filed an unfair labor practice charge against the company.

In NLRB v. Weingarten, Inc., 420 U.S. 251 (1075), the United States Supreme Court decided in favor of the union. An important right emerged from this decision.

APPENDIX E – PRORATION FOR BENEFITS FOR PART-TIMERS

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

# Hours Employee Works per week	% of Full-Time Employee Works	Reducer to the Employer Contribution
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 July 1, 2025, for medical plans the employer pays 85% of the Kaiser High Option plan or 100% of the cost of the Kaiser Mid Option plan, whichever is greater, 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 – 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: _____

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 G – TEACHING ASSISTANT PREMIUM CHART

JOB CLASS PREMIUMS

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	Bilingual designated position	CNA/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
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		