

Employer – Employee  
Agreement

Between

Napa County Superintendent of Schools

And

NAPA ASSOCIATION OF PUPIL  
SERVICES (NAPS)

July 1, 2012 – ~~June 30, 2015~~

Effective December 3, 2014, Contract  
Extended to June 30, 2016.

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## **PREAMBLE**

**This Agreement is entered into this 1st day of July, 2014 by and between the Napa County Superintendent of Schools, Napa, California, hereinafter called the "Employer" and the Napa Association of Pupil Services, hereinafter called the "Association". The parties agree as follows:**

### **ARTICLE 1- RECOGNITION**

**The Employer recognizes the Association as the exclusive agent for a bargaining unit of full-time, part-time and temporary school psychologists, and social workers and excluding all other positions.**

## **ARTICLE 2 - WAGES**

- 2.1 The Employer and Union agree to a 3.00% increase to the 2012-13 Salary Schedule effective July 1, 2014. (ratified 12-3-14)**
- 2.2 The normal work year for full-time unit members is 182 days and not more than 197 days as determined by program needs.**
- 2.3 Mileage**

**Unit members using their personal vehicles to perform assigned services for the Employer shall be compensated at the current effective IRS standard mileage rate as published in Internal Revenue Service publication 917 November of each year.**

- 2.4 Longevity**

**For longevity purposes, salary schedules for NAPS Unit members will increase from 15 steps to 24 steps. Unit members shall receive 3% longevity increases at 20 years of continuous service. Unit members shall receive 3% longevity increases at 25 years of continuous services effective July 1, 2013.**

### **ARTICLE 3 - HOURS OF EMPLOYMENT**

- 3.1 Psychologists shall normally be requested to remain at the location(s) of assignment for 7.5 hours a day, exclusive of the duty-free lunch period. However, it is recognized that their professional responsibilities may cause the working day to be modified (lengthened or shortened) under the direction of the Program Administrator.**

## **ARTICLE 4 - HEALTH & WELFARE BENEFITS**

### **4.1 Medical Benefits**

**The Employer includes \$6,319 in the salary schedule for medical, vision and dental benefits.**

### **4.2 Vision Insurance**

**The Employee is required at his/her own expense to purchase the approved vision care plan (currently Vision Service Plan).**

### **4.3 Dental Insurance**

**The Employee is required at his/her own expense to purchase the approved dental insurance plan (currently Delta Dental Service Plan).**

### **4.4 Long Term Disability**

**The Employer will discontinue Long Term Disability Insurance for unit members through Unigard Olympia Life Insurance effective November 1, 1989.**

### **4.5 Life Insurance**

**The Employer shall purchase a term life insurance plan in the amount of \$ 50,000 for unit members who work 17.5 hours or more per week.**

### **4.6 The Employer shall allow unit members on unpaid leave of absence to remain a member of the insurance group(s) when the carrier permits, upon full payment to the Employer of the premium by the unit member.**

## **ARTICLE 5 – LEAVES**

### **5.1 Introduction**

**Leave is permission granted by the Employer for a unit member to be absent from assigned duties for a specific period of time. All requests for leave must be in writing. It is recognized that there are two types of leave: Paid leave and unpaid leave.**

**5.1.1 “Immediate Family” refers to mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member or any relative living in the immediate household of the unit member.**

### **5.2 Paid Leave**

#### **5.2.1 Sick Leave**

**5.2.1.1 Unit members employed five (5) days a week during the regular school year shall be entitled to ten (10) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five days a week shall be entitled to leave equivalent to that proportion of ten (10) days as the number of days employed relates to five (5).**

**The sick leave entitlement for the year shall be credited to the member of the bargaining unit at the beginning of the year. Unused sick leave shall be accumulated from year to year.**

**5.2.1.2 To be eligible to apply for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.**

**5.2.1.3 In order to request sick leave, the unit member must notify his/her immediate supervisor no later than one hour prior to the first work hour of the first day absent, unless the Superintendent approves the unit member’s written request for a waiver of the required notice, setting forth the conditions making advance notice impossible.**

**5.2.1.4 At any times during the course of a sick leave or injury absence, an upon return from absence, the unit member may be required to supply such information as may be requested by the Superintendent regarding the nature of illness or injury, name and address of attending physician and/or other related information. An attending physician's verification of illness may be required relevant to any request for sick leave absence pay. A unit member who claims a sick leave absence for three (3) or more consecutive days may be required by the Superintendent to present a physician's statement verifying the nature of illness or injury and the date the unit member is expected to return to work.**

**A unit member who fails to provide the required medical verification of illness, medical disability, or injury as stated, shall be placed in an unpaid status for that period of time the unit member was absent and until such verification is received and sick leave is approved by the Superintendent/designee. The Superintendent may also apply other forms of discipline appropriate under the circumstances.**

## **5.2.2 Maternity Leave**

**5.2.2.1 A female unit member may apply for maternity leave. The length of the maternity leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician, subject to the Superintendent's right to modify the leave request to conform to natural breaks in the educational program. When possible, the Superintendent shall be notified in writing thirty (30) days prior to the date on which the unit member's leave is to commence, with an estimate of the duration of the leave.**

**5.2.2.2 A unit member is entitled to use accumulated sick leave during that portion of an absence which is disabling from pregnancy, childbirth, and recovery therefrom. The period of paid absence shall be limited to that period of medical disability as verified by the physician and the extent of the unit member's sick leave.**



### **5.2.3 Industrial Accident or Illness Leave**

- 5.2.3.1 A unit member shall receive up to and including sixty (60) days in which the unit member would otherwise have been performing work in any one year for the same accident or illness.**
- 5.2.3.2 Allowable leave shall not be accumulated from year to year.**
- 5.2.3.3 Industrial accident or illness leave shall commence on the first day of absence.**
- 5.2.3.4 When a unit member is absent due to an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under the labor Code, will result in a payment to him/her of not more than his/her full salary.**
- 5.2.3.5 Industrial accident or illness leave shall be reduced by one day each day of authorized absence regardless of temporary disability indemnity award.**
- 5.2.3.6 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only that amount of unused leave due him/her for the same illness or injury.**
- 5.2.3.7 Upon termination of the industrial accident or illness leave, the unit member(s) shall be entitled to the benefits provided under the sick leave section of this contract. His/her absence shall be deemed to have commenced on the date of the termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.**

- 5.2.3.8** During any paid leave of absence, the unit member shall endorse to the Superintendent the temporary disability indemnity checks received on account of his/her industrial accident or illness. The Superintendent, in turn, shall issue the unit member appropriate warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for the period covered by such salary warrant.
- 5.2.3.9** The Superintendent shall require certification by the attending physician that the unit member is medically able to return to and perform the duties of his/her position.
- 5.2.3.10** Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Employer authorizes travel outside the State.
- 5.2.3.11** To request industrial accident or illness leave, an accident report shall be filed with the business office within 24 hours after the occurrence of the accident.
- 5.2.3.12** Four (4) hours personal preference leave is given per year to be used at the unit member's discretion.

**5.2.4**      **Personal Necessity Leave**

- 5.2.4.1** A maximum of six (6) days of absence earned pursuant to Paid Leave 5.2, may be used by the unit member, at his/her election, in cases of personal necessity. The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
- 5.2.4.2** Death or serious illness of a member of the unit member's immediate family.
- 5.2.4.3** Accident, involving the unit member's person or property or the person or property of a member of the immediate family.

**5.2.4.4 Other requests for personal necessity leave shall be made in advance and shall not be granted without the Superintendent's approval.**

**5.2.5 Bereavement Leave**

**The Employer agrees to grant a leave of absence with pay not to exceed three (3) days, or five (5) days if out-of state, in the case of death of a member of the unit member's immediate family.**

**5.2.6 Jury Leave**

**5.2.6.1 Leave of absence for jury service shall be granted to a unit member who has been officially summoned to jury duty in local, state or federal court. Leave shall be granted for a period of jury service. The unit member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the Employer. Request for jury service leave should be made by presenting the official court summons for jury service to the Superintendent.**

**5.2.6.2 The Superintendent may grant leaves of absence to unit members to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. The length of the leave granted shall be for the days of required attendance in court as certified by the clerk. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to 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 and the leave request form to the Superintendent.**

**5.2.6.3 The jury service fee and witness fee referred to in the above do not include reimbursement for transportation.**

**5.2.6.4 The unit member who has received leave of absence under this rule shall make himself/herself available for work during normal hours when his/her presence is not required in court.**

### **5.3 Unpaid Leave**

#### **5.3.1 Military Leave**

**Members of the Association shall be granted any military leave to which they are entitled, under law, as regular school employees. Unless a national emergency has been declared, the unit member shall keep the number of leaves to an absolute minimum and whenever possible, plan such leaves outside the regular work year. The unit member shall be required to request military leave in writing and to supply the Employer with "orders" and status reports.**

### **5.4 Other leaves**

**The Employer may grant unit members a leave of absence without pay. Each request for an unpaid leave of absence will be considered on its individual merit. The applications shall be submitted in accordance with the provisions of this Article. The decision of the Employer as to whether such leave be granted is final.**

**5.4.1 Unless otherwise indicated, the following conditions shall apply to extended unpaid leave of absence:**

**5.4.1.1 Salary increments shall not accrue.**

**5.4.1.2 Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.**

**5.4.1.3 Other fringe benefits shall be paid.**

**5.4.1.4 Requests for unpaid leaves shall be in writing to the Superintendent.**

**5.4.1.5 An unpaid leave may be granted for one year and an extension of the leave may be granted for one additional year.**

**5.4.2 A unit member is required to give written notification to the Napa County Superintendent of Schools at least sixty (60) calendar day preceding the expiration date of an unpaid leave of his/her wish to return, or to request an extension, or to resign.**

**5.4.3 The extension of paid and unpaid leaves shall be at the sole discretion of the Superintendent. A written application for leave extension shall be made to the Napa County Superintendent of Schools, on or before March 1 of the current school year. Unit members who are denied extension of a paid or unpaid leave shall return to work at the expiration of the previously approved leave or shall resign from employment with the Napa County Office of Education.**

## ARTICLE 6 – TRANSFER

### 6.1 Employee Initiated Transfers

**Unit members seeking a transfer may file a transfer request with the Personnel Department, through their immediate supervisor. Such requests will remain on file for the duration of that school year. Any unit member making a transfer request shall state in writing his/her reasons for seeking one.**

**6.1.1 As soon as possible, the Personnel Department shall notify each unit member, in writing, of known vacancies.**

**6.1.2 Applications for advertised vacancies must be filed, in writing, with the Personnel Department within ten (10) calendar days after issuance of the advertisement before consideration will be given for the position. Late applications will be received, but will receive consideration only if no eligible applicants have filed earlier, or if the position has not been otherwise filled.**

**6.1.3 All unit members who have filed applications for particular advertised vacancies and whose applications have not been accepted, will be given written notice that the position has been offered to another applicant within ten (10) working days from the time a single candidate has accepted the offer of the position.**

### 6.2 Administratively Initiated Transfers

**Whenever a unit member is transferred due to administratively initiated action, the following procedures shall apply:**

**6.2.1 Before any request for an administratively initiated transfer is acted upon, the unit member must be advised through a personal interview by the Program Administrator of the reasons for the transfer. Upon unit member request, written documentation will be provided.**

## **ARTICLE 7 - SAFETY CONDITIONS OF EMPLOYMENT**

- 7.1 The Employer shall provide safe conditions for all unit members within its fiscal capabilities and provide continuous administrative monitoring of the conditions and correction of unsafe conditions.**
- 7.2 The safety of the unit members is of concern to the Employer. To ensure that exposure to unsafe conditions is minimized, unit members are to be safety conscious in their actions and to report in writing any alleged unsafe or potentially unsafe condition to their immediate supervisor.**

## ARTICLE 8 – EMPLOYEE EVALUATIONS

### 8.1 Regulations

Unit members selected by the Employer/designee and/or unit members requesting evaluation, shall be given a copy of a mutually agreed upon instrument pertinent to the job description and role definition of the individual school psychologist within the first thirty (30) days of each new academic year. Copies of all changes will be provided for unit members as they occur.

### 8.2 Process

8.2.1 By October 31 of each new year, the evaluation instrument(s) shall be reviewed by the appropriate Director and individual unit members. A planning meeting shall be held each year before October 31 to agree upon individual goals which will become part of the evaluation process. The instrument shall include a rating of satisfactory/unsatisfactory to be added to Item VI, Specific Goals. This process may include information from appropriate personnel.

8.2.2 The completed evaluation shall be provided for unit members in a post-evaluation conference which will occur no later than April 15 of each year. At this time, the evaluator shall discuss with the unit member specific commendations for achieving improvement. Members will be given a copy of the completed evaluation at the time their signatures are affixed, though such signature does not necessarily indicate agreement.

8.2.3 Results of the evaluation are restricted to employees of the County Office of Education that have legal access to personnel files. This access must be recorded by signature and dating.

### 8.3 Personnel Files

8.3.1 The Employer shall establish and maintain a personnel file for each member of the unit. The file shall be the official employer repository for evaluation records. Access to personnel files should be limited to the Superintendent, his/her designee, the department head, personnel officer and the employee/designee. The Superintendent/designee shall indicate he/she has had access to the employees' file by signing and dating a record maintained for that purpose by the personnel officer.



- 8.3.2** Materials in personnel files of members of the unit shall be limited to documents and information which may serve as a basis for affecting the status of their employment.
- 8.3.3** Every member of the unit shall have the right to inspect and receive copies of materials upon request, provided that the request is made at a time when such person is not actually required to render services to the Employer.
- 8.3.4** Such materials are not to include ratings, reports or records which were obtained prior to employment of the person involved.
- 8.3.5** A representative chosen by the unit member may, at the unit member's written request, authorize or accompany the unit member to review the material in his/her own personnel file, during non-duty hours.
- 8.3.6** Information of a derogatory nature, except material in 8.3.4 above shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.
- 8.3.7** The unit member may have material placed in his/her personnel file which he/she feels is pertinent to his/her professional career.
- 8.3.8** No materials shall be entered in the employee's file which do not bear the author's signature and date of writing.

## ARTICLE 9 - GRIEVANCE PROCEDURE

### 9.1 Definitions

The term "grievance" shall mean a claim by a bargaining unit member covered by this Agreement that there has been a misinterpretation, inequitable application or violation of this Agreement.

9.2 The term "grievant" shall mean the bargaining unit member alleging that he/she has been adversely affected and files a grievance.

9.3 The term "days" shall mean a day in which the administrative office is open for business.

9.4 Immediate supervisor is the lowest level supervisor who has been designated to adjust grievances and having immediate jurisdiction over the grievance. The Association shall be supplied a current and updated list of supervisors as defined herein.

### 9.5 General Application

At any level the grievant may be accompanied by:

9.5.1 A representative of the Association, or

9.5.2 A representative of his/her choice.

9.5.3 All grievance decisions at each level shall be provided to the Association in writing.

9.5.4 No decision or judgment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.

9.5.5 Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the grievant to submit an appeal at the next step of this procedure. However, time limits as specified may be extended at any time by written mutual agreement.

9.5.6 Documents or records of any grievance shall be kept in a separate file and shall not be placed in the personnel file of any "grievant".

9.5.7 No grievance shall proceed to arbitration until the Association has been provided an opportunity to respond and present its case to the advisory panel. The Association shall have three (3) days in which to respond.

## **9.6 Procedure**

**The purpose of this procedure is to secure at the lowest possible level administrative solutions to problems arising from allegations of unfair or inequitable treatment under this Agreement. In order to be considered, a grievance must be initiated within fifteen (15) days of the occurrence giving rise to the allegation. The parties agree that these proceedings shall be as informal and confidential as appropriate at each level. A failure to appeal the decision at the prior level in a timely manner waives the grievant's right to grieve.**

### **9.6.1 Level I**

**The grievant shall present his/her grievance to his/her immediate supervisor orally. The immediate supervisor shall orally respond to the grievant within five (5) days.**

### **9.6.2 Level II**

**If the grievant is not satisfied with the response at Level I or if no response is made, the grievant may within five (5) days, after the oral response, reduce the grievance to writing and file it with the immediate supervisor stating the name of the grievant and the date of occurrence, the specific article and section of the Agreement alleged to have been violated, a description of the grievance, the specific remedy requested, and shall be signed and dated by the grievant. The grievant's supervisor shall respond within five (5) days in writing to the grievant.**

### **9.6.3 Level III**

**If the grievant is not satisfied with the response at Level II or if no response is made within the time provided, the grievant may appeal in writing to the appropriate Associate Superintendent within five (5) days of receipt of the Level II response. The appropriate Associate Superintendent shall respond to the grievant's appeal within five (5) days of this appeal in writing.**

### **9.6.4 Level IV**

**9.6.4.1 If not satisfied with the decision at Level III, the grievant, may within five (5) days of receipt of the Level III response, submit a request in writing to the Superintendent/designee for advisory arbitration of the dispute.**

- 9.6.4.2** The advisory panel shall consist of three members: one appointed by the grievant, one appointed by the Superintendent/designee, and a third who is appointed by agreement of the other members.
- 9.6.4.3** In the event the two panel members are unable to agree on the third member of the advisory panel within ten (10) days of the submission of the grievance to arbitration, the third party shall be selected from a list submitted by the State Mediation and Conciliation Service. If the two members cannot agree on the third panel member from the list, each party shall alternately strike names until one name remains.
- 9.6.4.4** The advisory panel shall conduct a hearing at which both parties may present evidence, and the panel shall render a decision on the issue or issues submitted.
- 9.6.4.5** Any mutually agreed upon costs shall be borne equally by the parties.
- 9.6.4.6** Neither party may rely upon grounds or evidence not previously disclosed to the others at Level III.
- During the hearing the following shall apply:
- 9.6.4.7** The advisory panel shall have no power to consider any matters for which there is another remedial procedure provided by law or rule or regulation having force of law, or which is specifically excluded from this procedure.
- 9.6.4.8** Should the question of arbitrability be raised, the advisory panel shall rule on such question in the first instance.
- 9.6.4.9** The advisory panel will be without power to recommend a settlement which would add to, subtract from, modify, amend or delete any provisions of this Agreement.
- 9.6.4.10** The advisory panel will be without power to recommend a settlement which would alter conditions existing prior to or recommend continuing obligations after the expiration of this Agreement.
- 9.6.4.11** The advisory panel shall hold hearings promptly and issue their written recommendations within fifteen (15) days following submission of the case to the advisory panel.

### **9.6.5 Level V**

**If the grievant is not satisfied with the decision at Level IV, the grievant may within five (5) days of receipt of the Level IV response, submit a request in writing to the Superintendent for arbitration of the dispute.**

## **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

- 10.1** Annually, not later than November 1, or as soon after as possible, the Superintendent shall furnish the Association with the placement of unit members on the salary schedule as of the beginning of the unit members' contractual year.
- 10.2** Upon appropriate written authorization from the unit members, the Superintendent will deduct from the salary of any member and make appropriate remittance for membership dues, and other plans or programs approved by the Superintendent.
- 10.3** Should impasse be declared by either party, the declarant party shall be responsible to notify the Educational Employment Relations Board and to comply with its regulations for mediation and fact finding.
- 10.4** Each unit member shall be entitled to reimbursement annually for professional development, including conferences, seminars, and workshops approved by the Program Administrator in the amount agreed upon with the Employer.

## ARTICLE 11 - EFFECT OF AGREEMENT

- 11.1 All conditions of employment within the scope of mandatory bargaining under Government Code 3540 et seq. in effect in the Napa County Office of Education prior to and at the time this Agreement was signed are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning matters covered herein.**
- 11.2 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without constraint, coercion, intimidation or other limitation, the right and opportunity to make demands or proposals and counter proposals and that understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.**
- 11.3 The parties agree therefore that the other shall not be obligated to meet and negotiate with respect to any subject matter, whether referred to herein or not, even though such subject or matter may not have been in the contemplation or knowledge of either at the time they negotiated or signed this Agreement.**
- 11.4 Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause shall be automatically deleted from this Agreement to the extent it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or Clause.**

**ARTICLE 12 - TERM**

- 12.1 The Employer and Union agree to extend the contract through 2015-16 with reopeners for salaries, benefits, and up to two language items. (Ratified 12/3/14)**
- 12.2 Reopeners for fiscal year 2013-14 shall include wages, benefits and up to two non-monetary language articles.**

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year indicated below:**

**DATE: June 12, 2013**

\_\_\_\_\_  
Napa County Superintendent of Schools

\_\_\_\_\_  
Napa Association of Pupil Service



**2014-15 Salary Schedule  
for Napa Association Pupil Services (NAPS)  
Effective 7/1/14**

<b>Step</b>	<b>Annual</b>	<b>DAILY</b>	<b>HOURLY</b>
1	\$70,435	\$387	\$ 51.60
2	\$72,785	\$400	\$ 53.32
3	\$75,068	\$412	\$ 54.99
4	\$77,281	\$425	\$ 56.62
5	\$79,423	\$436	\$ 58.19
6	\$81,492	\$448	\$ 59.70
7	\$83,488	\$459	\$ 61.16
8	\$85,410	\$469	\$ 62.57
9	\$87,258	\$479	\$ 63.93
10	\$89,033	\$489	\$ 65.23
11	\$90,735	\$499	\$ 66.47
12	\$92,366	\$508	\$ 67.67
13	\$92,366	\$508	\$ 67.67
14	\$93,927	\$516	\$ 68.81
15	\$93,927	\$516	\$ 68.81
16	\$95,419	\$524	\$ 69.90
17	\$95,419	\$524	\$ 69.90
18	\$96,843	\$532	\$ 70.95
19	\$96,843	\$532	\$ 70.95
20	\$98,202	\$540	\$ 71.94
21	\$98,202	\$540	\$ 71.94
22	\$99,497	\$547	\$ 72.89
23	\$99,497	\$547	\$ 72.89
24	\$100,731	\$554	\$ 73.80

Plus 3% longevity increment after 20 years of service  
Plus 3% longevity increment after 25 years of service

Work Year: 182 Days, 7.5 Hours Per Day

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