

**EMPLOYER – EMPLOYEE
AGREEMENT**

BETWEEN

**NAPA COUNTY
SUPERINTENDENT OF SCHOOLS**

AND

**SERVICE EMPLOYEES
INTERNATIONAL
UNION, CHAPTER
LOCAL 1021**

NAPA, CALIFORNIA 94559

July 1, 2022 – June 30, 2025

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ARTICLE 1- AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Napa County Superintendent of Schools hereinafter referred to as ("Employer") and the Service Employees International Union, Local 1021, Napa County Office of Education, hereinafter referred to as ("Union").
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Section 3540.1(h) of the Government Code ("Act").

ARTICLE 2 – RECOGNITION

2.1 Union Recognition

The Union recognizes the Employer as the duly elected representative of the people and agrees to negotiate exclusively with the Employer through the provisions of Chapter 10.7, section 3540.1(h) of the Government Code. The Union further agrees that it, its members, and agents shall not attempt to negotiate privately or individually with any Employer member or manager.

2.2 Employer Recognition

The Employer in turn recognizes the Union as the sole and exclusive bargaining unit of regular full-time and regular part-time classified employees working within the Napa County Office of Education's classified service, INCLUDING clerical and secretarial, custodial, transportation, and instructional aides; and EXCLUDING supervisory and confidential employees. The term employee as used hereinafter shall mean a unit member included in the recognized bargaining unit.

2.3 Food Service

SEIU agrees to delete all references to Food Service with the provision that should NCOE not renew the Food Services contract with Napa Valley Unified School District and again become the food services provider employing classified workers, these workers shall once again become a part of the bargaining unit and the language now being deleted shall be automatically reinstated into this contract.

2.4 New Positions

The Employer agrees to meet and consult with the Union over unit placement of newly created classified positions. Disputed cases shall be submitted to PERB through the normal process.

2.5 Contracting Out

NCOE will not contract out services currently and regularly provided by bargaining unit members. The Employer retains the right to contract out a service that is periodic, supplemental, short-term or services of a specialized nature.

ARTICLE 3 - EMPLOYEE PROVISIONS

- 3.1 The Employer shall not interfere with, intimidate, restrain, coerce or discriminate against any unit member because of his/her exercised rights to engage in Local 1021 activities.
- 3.2 The Union President/designee shall have access to schools and facilities, informing site administrators where necessary, to meet with unit members at reasonable times during the workday.
- 3.3 The Union shall have the right to hold meetings in a County school or facility upon request to the administration in charge of the building.
- 3.4 The Employer agrees to the use by the Union of the mail system and/or mailboxes in and among the school buildings.
- 3.5 The Union shall have reasonable access to adequate bulletin board space for the purpose of posting notices and bulletins.
- 3.6 Up to five unit members may be designated as the classified bargaining team.
 - 3.6.1 The Employer agrees to provide periods of paid release time to negotiating committee members for the purpose of prior scheduled meetings and negotiations.

3.7 **Stewards**

The Union shall designate six (6) stewards who shall be granted release time subject to reasonable regulations by the County Office for attending grievance conferences or hearings. Release time shall be granted for investigation of grievances.

A list of stewards shall be submitted to the Human Resources Office.

No more than one steward shall be granted release time for a single grievance.

3.8 **Weingarten Rule: Right to Union Representative**

When a County employee is subjected to an investigation interview, and the employee reasonably believes that the interview could lead to disciplinary action, the employee is entitled to a union representative.

Employee is entitled to representation at all stages of disciplinary proceedings and the Employer shall so advise the employee.

3.9 **Employee Information**

3.9.1 The Employer shall provide the Union with the first name, last name, job title, department, date of hire, work location, work telephone number, home address, city, state, ZIP code, home telephone number, personal cellular telephone number, and personal email address of any newly hired employee within thirty (30) days of date of hire via a mutually agreeable secure method. Such information shall be contained in a spreadsheet document with each field in its own column. A "newly hired employee" means any probationary/regular classified employee hired by the Employer and whose employment has been ratified by the County Superintendent, including those who are or have been previously employed by the Employer and whose new position places them in the bargaining unit represented by the Union.

3.9.2 The Employer shall provide the Union with the first name, last name, job title, department, date of hire, work location, work telephone number, home address, city, state, ZIP code, home telephone number, personal cellular telephone number, and personal email address of all current bargaining unit members via a mutually agreeable secure method. Such information shall be contained in a spreadsheet document with each field in its own column. This information shall be provided on or before January 30, May 30 and September 30 each year.

3.10 **New Employee Orientation**

3.10.1 "New Employee Orientation" means the onboarding process for newly hired employees, whether in person, on line, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

3.10.2 The Employer shall schedule a New Employee Orientation for a minimum of thirty (30) minutes and a maximum of sixty (60) minutes each month for up to two (2) Union representatives, not including SEIU 1021 staff, either in person or via online platform as mutually agreed by the Parties. The Union representative(s) shall be provided release time by the Employer to conduct the orientation. New

Employee Orientations shall be scheduled concurrently with the Employer's onboarding orientation.

- 3.10.3 The Employer shall provide the Union with a list of employees to attend each orientation no less than ten (10) in advance except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Employer's operations that was not reasonably foreseeable.

ARTICLE 4 - WAGES

4.1 Salary

The Employer and Union agree to the following changes to the 2021-22 Salary Schedule:

- Effective July 1, 2022, a 3.25% on schedule increase plus a ½% one-time off schedule payment.

The Employer and the Union agree to return to the bargaining table to negotiate, by no later than August 31, 2022, additional compensation if the adopted 2022-23 State Budget provides a material unanticipated increase in the LCFE funding, excluding funding for Differentiated Assistance, available to NCOE.

The Employer and Union agree to the following changes to the 2022-23 Salary Schedule:

- Effective October 1, 2022, a 0.75% on schedule increase.
- Effective July 1, 2023, a 2.25% on schedule increase.
- **Parties agree to reopen negotiations for salary for the 2024-25 fiscal year.**

4.2 Permit Teacher Stipend

Effective July 1, 2007, when an aide who possesses a current teaching permit on file with the Napa County Office of Education is asked to substitute for 15 minutes or more by the Head Teacher, he/she shall be paid double time in the form of compensatory time per hour worked or portion thereof. The time sheet must be signed off by the Head Teacher at that site.

4.3 Longer Year

Unit members who work a longer year as a result of a longer school year will be compensated at their daily rate.

4.4 Payroll Error

Whenever it is determined that an error has been made in the calculation or reporting in any Classified employee payroll or in the payment of any Classified employee's salary, the appointing authority shall, within five

workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

4.5 **Mileage**

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

4.6 **Anniversary Date – Definition**

Anniversary Date shall be defined as the first date of hire as a probationary employee for bargaining unit members. This date shall prevail in matters of earned vacation time, sick leave, and advancement on the salary schedule unless the advancement date is modified by a change in range as defined in Article 4.8 below, and the new employee's initial probationary period.

4.7 **Step Advancement**

Step Advancement is based on years of service to the Napa County Office of Education. Annually, based on the evaluative recommendation of his/her supervisor, an employee may advance one step toward the final step of his/her salary range. This advancement occurs on the anniversary of his/her initial hiring date with the Napa County Office of Education, unless the advancement date is modified by a change in range as defined in Article 4.8 below. If the employee is hired between the first and fifteenth of a month, their anniversary step date is the first of that month. If their hire date is between the sixteenth and thirty-first of the month, their anniversary step date takes effect the first of the following month.

4.8 **Change of Range**

Effective 7/1/13, a Classified employee who is promoted may move from one range to another on the Classified salary schedule. The employee shall be placed on the step that is at least 5% higher than the employee's range/step immediately prior to the promotion. If the employee's change of range date is between the first and fifteenth of a month, their new step increment date is the first of that month. If the employee's change of range date is between the sixteenth and thirty-first of the month, their new step increment date takes effect the first of the following month.

4.9 **Professional Growth**

The County encourages professional growth to support job development and advancement of classified employees. Employees are encouraged to explore professional growth options through Human Resources and/or the Classified Professional Standards Committee.

4.10 **Classified Professional Standards Committee**

Composition - The committee shall consist of not more than six (6) full-time county employees. Three (3) members shall be from the Classified service, appointed by SEIU Local 1021, and three (3), the administrative staff appointed by the Superintendent.

4.10.1 **Tenure of Classified Professional Standards Committee Members**

Because of the technical nature of committee responsibilities, turnover on the committee shall be kept to a minimum. To assure continuity, one (1) of the original committee shall be appointed for a period of two (2) years; thereafter, all appointments of members of the Classified service shall be for a period of two (2) years.

4.10.2 **Duties of Committee**

Determine unit values and approve all courses.

Meeting of the committee shall be scheduled during duty hours.

4.10.3 **Qualification for Educational Stipend**

Classified employees may earn up to a maximum of 60 units of professional growth. An award of a \$ 50.00 monthly stipend shall be granted for each block of 15 semester units related to the Classified Employees' specific classification or area of employment and approved by the Classified Professional Standards Committee. The maximum monthly award for 60 units shall be \$200.00. (This stipend is not to be included for purposes of computing any salary increases.) Units are to be earned in academic courses taken in college, J.C., Adult Education, or other educational experience such as attendance at institutes, lectures, workshops, seminars, or conferences. In order for units to qualify toward this stipend, they must be approved by the Classified Professional Standards Committee.

Stipends shall be prorated for less than 6-hour employees.

- 4.10.4 No one shall receive credit for institutes, lectures or conventions if these are paid for by the Employer or are attended during the working day and/or if the Classified employee is being paid for other services at the same time without prior approval of the Superintendent, provided that no member shall be excluded from earning credit for this program if he/she was paid vacation leave or compensating time off.
- 4.10.5 Employees currently receiving a Professional Growth stipend based on educational units earned prior to employment by the County Office of Education will continue to receive the stipend. Units submitted for the Professional Growth stipend must have been earned on or after employment with the Napa County Office Education
- 4.10.6 One (1) unit or one (1) semester hour normally represents one (1) hour per week during one (1) semester in lecture or recitation work with necessary preparation time or three (3) hours per week in laboratory or other work not requiring homework or other preparation.
- 4.10.7 All proposed units should be submitted to the Professional Standards Committee before December 1, to ensure compensation will be granted.
- 4.10.8 The Classified employee shall notify the County administrator by January 31 that he/she will qualify for an award of additional compensation beginning February 1. It is the responsibility of the Classified employee to apply to the County administrator for credit for course taken and present evidence of successful completion of courses.
- 4.10.9 In the event of a Classified employee transfer from one program to another, e.g., children's centers to special education, units used for this stipend will be re-evaluated by the Classified Professional Committee. It will be the Classified employee's responsibility to provide rationale for acceptance of units.
- 4.10.10 Upon the promotion of a Classified employee to a higher range, his/her units will be re-evaluated by the Classified Professional Standards Committee. It will be the Classified employee's responsibility to provide rationale for acceptance of units.

All permanent Classified employees are eligible to participate in this program.

- 4.10.11 The Classified Professional Standards Committee shall establish reasonable guidelines for attendance at educational experiences submitted toward completion of an educational stipend.

Classified employees who have completed courses in fields related to positions within the County may request that records of such course be placed in their personnel files.

4.11 **Longevity Pay**

Unit members shall receive 2% Longevity increases at 15 years of continuous service.

Unit members shall receive 2% Longevity increases at 20 years of continuous service.

Unit members shall receive 2% Longevity increases at 25 years of continuous service.

4.12 **Differential Pay**

Two and a half percent differential pay shall be paid to custodians who spend 50% or more of their workday covering the hours from 7:00 p.m. to midnight.

Five percent differential pay shall be paid to custodians who spend 50% or more of their workday covering the hours from midnight to 7:00 a.m.

4.13 **Stipend for Bilingual Translation Services**

If the Program director determines a need for bilingual translation services to students and families either orally, in writing, or both, a stipend will be paid to individuals identified to provide the service subject to the conditions set forth below.

- 4.13.1 A 2.5% stipend will be applied to the base salary for oral translation.

- 4.13.2 A 2.5% stipend will be applied to the base salary for written translation.

- 4.13.3 A 5% stipend will apply to the base salary for both oral and written translation.

- 4.13.4 Stipends will be approved and applied based on the needs of the program as determined by the director of the program annually. If the need of the program changes and bilingual translation is no longer needed, the stipend will be eliminated effective in the month following the elimination of the service.
- 4.13.5 Unit members must pass a test to be placed on the eligible bilingual list.
- 4.13.6 If more than one unit member passes the test at a specific site and the site need is for only one person, the stipend will be awarded based on test score and seniority at that site.
- 4.13.7 Bilingual translation services needed after hours, but not on a regular basis, will be paid on a time sheet. A 2.5% to a maximum of 5% stipend shall be applied to that specific time based on the stipend schedule set forth in Sections 4.13.1 through 4.13.3.
- 4.13.8 In cases of emergency, when no “tested” Bilingual Unit member is available, any unit member called on to provide translation services shall receive the above stipend for the period of time translation services were rendered. Unit members providing Bilingual Services on an emergency basis shall be paid the stipend in one (1) hour increments. (Ratified 9/28/16)

ARTICLE 5 - FRINGE BENEFITS

5.1 Health, Dental and Vision Insurance

5.1.1 Effective January 1, 2003, the County shall pay 12 months of benefits on behalf of all classified employees in the bargaining unit. The dental, medical and vision coverage shall cover 10/11 month employees irrespective of whether or not they work extended year subject to proration according to their hours worked during the school year.

5.1.2 For any Union member currently enrolled in Single party medical insurance with the Employer's plan, and for any Union member who modifies their level of enrollment or newly enrolls at any level (i.e. Single, Single +1, or Family), the Employer's contribution to medical premiums shall be 80% of the Kaiser Single premium. (Ratified 4/10/19)

For any Union member who was enrolled in Single +1 medical insurance with the Employer's plan prior to August 30, 2016, the Employer's contribution shall remain at the greater of \$738.48 or the Single party contribution specified above for as long as the member remains enrolled in Single + 1 benefits in the Employer's plan as an active Union member. (Ratified 4/10/19)

For any Union member who was enrolled in Family medical insurance with the Employer's plan prior to August 30, 2016, and who has remained enrolled at that level continuously since August 30, 2016, the Employer's contribution shall remain at the greater of \$950.32 or the Single party contribution specified above for as long as the member remains enrolled in Family benefits in the Employer's plan as an active Union member. (Ratified 4/10/19)

The Employer's contribution to Vision Premiums will remain at the current rate of: \$11.26 per month

The Employers contribution to Dental premiums will remain at the current rate of: \$120.28

- 5.1.3 Employees selecting a plan costing more than the amounts above shall be responsible for the entire difference. The employee shall pay his/her contribution through the existing 125 plan.
- 5.1.4 Effective on the first day of the month following ratification (3/1/06), the Employer shall contribute \$121.77 per month, for unit members and their dependents to Delta Dental Plan of California. Effective January 1, 2007, the Employer contribution to the dental premium shall be increased by the County Office funded Cost of Living Adjustment (COLA), not including deficit reduction, as described in section 5.1.2. The Employer agrees to provide Orthodontic coverage for \$1,000 lifetime and the base dental coverage of \$1,500 annually, subject to the contribution limits set forth above.

Effective 3/1/07, all employees working .50 FTE or less will not be eligible for Delta Dental coverage.

Employees hired prior to 3/1/07 that are currently working .50 FTE or less and have Delta Dental Coverage, shall be grandfathered in under this article and continue to receive such benefit.

The intent of this Agreement does not change the Delta Dental Coverage for any employee hired before 3/1/07.

- 5.1.5 Effective on the first day of the month following ratification (3/1/06), the employer shall contribute \$13.09 per month toward the vision plan. Effective January 1, 2007, the Employer contribution to the vision plan shall be increased by the County Office funded Cost of Living Adjustment (COLA), not including deficit reduction as described in section 5.1.2.
- 5.1.6 Unit members who are participating in a cash option in lieu of benefits shall receive \$325.00 per month, effective the first day of the month following ratification of this Agreement (3/1/06). Thereafter, any unit member who opts out of cash-in-lieu, who is not a current participant in cash-in-lieu or who is hired after ratification of this Agreement shall not be eligible for cash-in-lieu payments. Unit members who choose to implement Cash Option in lieu of health benefits are not eligible for employer paid coverage under the Vision Care program. The cash option shall be paid out for 12 months for all employees in the bargaining unit.

5.1.7 SEIU Classified employees shall become members of the CalPERS Health Program, effective July 1, 2002, as agreed to in a Side Agreement dated May 23, 2002. The terms of that Side Letter shall remain in effect for the life of this Agreement.

5.2 **Tax Shelter Annuity/Cash Option**

Unit members who are eligible to receive cash-in-lieu of health insurance under Article 5.1 shall be allowed to contribute that amount toward an approved tax shelter program authorized under Article 5.1. Employee contributions under this provision may be changed no more than twice annually, once at open enrollment period and one time at the unit members choosing. This amount shall be prorated in accordance with provision of Article 5.4.

5.3 **Proration of Benefits**

After three (3) years of continuous service, unit members hired after August 26, 1998, and before July 1, 2013 the following language will apply:

Unit members working less than six (6) hours shall receive appropriate proration of the Employer's contribution for medical and dental coverage under the approved programs. Unit members working six (6) or more hours per day are eligible to receive the full Employer contribution, if they elect to take the insurance coverage.

5.4 **Life Insurance**

The Employer agrees to provide life insurance in the amount of \$10,000 for each eligible represented employee.

5.5 **Retiree Benefits**

Unit members who retired prior to ratification of this agreement shall continue to receive employer paid benefits in an amount to cover insurance equal to Kaiser for one. (Ratified 3/1/06)

5.5.1 Employees who are 45 years or older the first day of the month following ratification of this Agreement (3/1/06) must be 50 years of age or older and shall have completed a minimum of

ten (10) years of service to the Employer. Employees who are less than 45 years old the first day of the month following ratification of this Agreement and/or are hired after ratification of this Agreement must be 55 years of age or older and shall have completed a minimum of ten (10) years of service to the Employer.

5.5.2 Employees who meet the age and years of service requirements set forth in section 5.5.1 shall become eligible for health insurance coverage until age 65 at a rate of \$350 per month.

5.6 **Golden Handshake**

NCOE shall offer the opportunity for retirement under the terms and conditions of Government Code 20586 for the duration of this contract. One of the conditions under Government Code 20586 is that the retirement under this section will either: (1) result in a net savings to the County Superintendent of Schools, or (2) result in an overall reduction in the work force.

The open enrollment period will be established annually by the parties. NCOE shall notify unit members about the open enrollment period. The notice will include the required dates for making application and submission of a notice of resignation.

5.7 **Immunization**

NCOE will cover the cost of Hepatitis B shots for employees who work at sites where they may be exposed to Hepatitis. This coverage may be requested by the employee through their Employer provided health insurance carrier.

5.8 **IRC 125 Plan**

The Employer will provide a flexible spending account benefits program through a third party administrator for all employees (this is a tax-deferred program, paid with pre-tax dollars for health, dependent care expenses and other legal options available under Internal Revenue Code (IRC) 125). All employees covered under the terms of this agreement shall be eligible to participate in the Napa County Office of Education IRC 125 Plan provided they meet the IRC criteria. Some of the components of the plan are:

- *Excess health insurance premiums*
- *Dependent care*
- *Non-reimbursed medical expenses*
- *Any other legally available options under IRC 125*

5.9 **Domestic Partner Coverage**

Employees who provide the Employer with a copy of a Certificate of Domestic Partnership from the State of California may participate in the above fringe benefit plans in the same manner as legally married couples.

ARTICLE 6 - DUES DEDUCTIONS

6.1 The Napa County Office of Education will honor payroll dues deductions for the term of this agreement without new authorizations. The Employer shall remit applicable dues payments from employees upon receipt of written authorization from the Union.

6.2 Dues Deductions for Union's Political Action Committee

The County Office of Education will agree to the establishment of a voluntary payroll deduction program for employee contributions of at least \$ 1.00 per month to the Union's Political Action Committee (Committee on Political Education).

ARTICLE 7 - HOURS OF EMPLOYMENT

7.1 Work Week

The work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day, forty (40) hours per week, except for part-time unit members. This article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the Employer.

7.2 Work Day

The length of the work day shall be designated by the Employer for each Classified assignment in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a fixed regular and ascertainable minimum number of hours per day.

7.3 Work Hours

The arrival and departure time for each unit member in the bargaining unit shall be determined by the Employer/designee.

7.3.1 Unit members shall be given as much advance notice as possible, but no less than five (5) working days' notice, of a temporary change in working hours. A temporary change in work hours shall mean an adjustment of no more than three (3) hours.

7.3.2 The five (5) day notice shall be waived in emergency situations. Emergency situations are defined as no substitute being available.

7.3.3 Permanent changes of shift, work week, and/or work year will normally be preceded by fifteen (15) working days' notice.

7.4 Flexible Shift Schedules

The Napa County Office of Education may allow an employee to work a

flexible schedule providing it does not have a negative impact on the County Office of Education operations, students, other districts, agencies, and other employees. It is the intent to accommodate the employee when possible. The approval of a flexible work schedule shall be made by the immediate supervisor.

7.4.1 The County may run a 4/10 schedule during the summer months. Individuals may request to be exempt from the 4/10 schedule and shall put their requests in writing to the Office of Human Resources by May 1st of each year. Disputes, if any, regarding exceptions shall be reviewed through a meet and confer process between a representative for NCOE and SEIU. Supervision and safety issues shall be factors considered by the parties if disputes exist. Personal preference shall not be a basis for exemption. Personal hardship issues will be considered.

7.5 **Break Time**

Unit members are authorized rest periods of fifteen (15) minutes which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked at the rate of fifteen (15) minutes per four (4) hours or major fraction. Authorized rest period time shall be counted as hours of work for which there shall be no deduction in pay.

7.5.1 Where six (6) hour unit members are not granted a lunch break, two (2) rest periods of fifteen (15) minutes shall be provided. When six (6) hour unit members do receive a thirty (30) minute lunch period, one (1) fifteen (15) minute rest period shall be provided.

7.6 **Overtime**

The existence of an Employer need for overtime shall be determined by the Administrative Supervisor. The Administrative Supervisor shall attempt to identify unit members desiring to work overtime before directing a unit member to work overtime.

7.6.1 Overtime or additional work assignments shall be offered on a rotating basis to unit member(s) normally assigned to perform those functions. Only if the unit member(s) declines the offer of overtime or additional work, shall the Employer be free to

assign such work to non-unit members.

- 7.6.2 The Employer agrees to compensate all unit members at the rate of one and one-half times the unit member's regular rate for that authorized time in paid status, in excess of eight (8) hours in any day or in excess of forty (40) hours in any calendar week and any 6th or 7th consecutive day or holiday (See Article 8 section 8.5.3).
- 7.6.3 It shall be the responsibility of the unit member to complete the Employer timesheet indicating overtime payment or compensating time, and to have received prior approval of the administrative supervisor. The Administrative Supervisor will approve the completed timesheet before submitting it to the appropriate office.
- 7.6.4 The Administrative Supervisor shall confirm, at the time overtime is directed, the employee's option to be paid in cash or to use compensatory time. Use of compensatory time shall be subject to the approval of the administrator and should ordinarily be taken within thirty (30) days of the date on which the overtime work was performed. At any time after the thirty (30) days, the employee may ask to have the compensatory time paid off in cash on the next pay warrant run. If the employee is unable to take compensatory time prior to May 30th, the employer shall convert the compensatory time to a cash payment in the last pay warrant of the fiscal year. Compensatory time earned in June may be carried over into the next fiscal year.

7.7 **Extended Year**

The Employer shall advertise proposed extended year unit positions no later than one week prior to the end of the school year. The Employer will give first consideration to current unit members before hiring from the outside.

ARTICLE 8 - HOLIDAYS

- 8.1 The Employer shall set the date of each holiday annually and will make available to each unit member a County Office of Education calendar listing the dates.
- 8.2 The Employer will provide regular unit members with the holidays specified by the State of California Education Code. Additional holidays will be scheduled by the Employer after meeting and consulting with the Union. The total number of holidays shall be fifteen and one half (15 1/2) days per calendar year.
- 8.3 In the event these days fall on a weekend, necessary adjustments shall be negotiated between SEIU and NCOE.
- 8.4 The Employer agrees to provide regular unit members in the bargaining unit with the following paid holidays:

Independence Day
Labor Day
Veteran's Day
Day Before Thanksgiving Day
Thanksgiving Day
Day After Thanksgiving Day
Day Before Christmas Eve
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Lincoln's Day
Washington's Day
Memorial Day
Juneteenth
1/2 Day - Personal Choice (Half day will automatically be applied to Vacation leave as of July 1)

8.5 **Holiday Eligibility**

8.5.1 A unit member shall be in paid status immediately preceding or succeeding the holiday in order to be paid for the holiday. The regular unit members of the Employer who are not normally on duty during the Christmas school holidays, shall be paid for those holidays provided they were in paid status during any part of the working day immediately preceding or succeeding the holiday period.

8.5.2 **Holidays, Vacation**

8.5.2.1 When a holiday as defined in this Agreement falls during the scheduled vacation of any unit member, such holiday shall not be considered a vacation day.

8.5.3 **Holidays, Compensation**

If a unit member is required to work on a holiday as specified in this Agreement, the unit member will receive, in addition to his/her regular pay, time and one-half (1 1/2) for the hours worked either in pay or compensating time off.

ARTICLE 9 - VACATION LEAVE

- 9.1 Vacation leave shall be cooperatively arranged by the administrative supervisor and the unit Member.
- 9.2 Vacation leave is earned for each calendar month in which the unit member has been in paid status at least one-half the scheduled workdays as follows:
- 9.2.1 For one to ten years of service, a full-time unit member earns fifteen and one-half (15 1/2) days (or 124 hours) per fiscal year, credited on the first day of the fiscal year.
- 9.2.2 For eleven to sixteen years of service, a full-time unit member earns fifteen and one-half (15 1/2) days per fiscal year plus one additional day (or 8 hours) per year to a maximum of twenty-one and one-half (21.5) days per year, credited on the first day of the fiscal year.
- 9.2.3 Part-time unit members are entitled to vacation leave in the proportion of their time to a full-time unit member.
- 9.2.4 Upon separation from service, if an employee has been granted vacation time which was not yet earned at the time of separation, because they did not complete working the entire fiscal year, the employee shall have the full amount of salary which was paid for unearned days deducted from the employee's final pay check.
- 9.3 New unit members are ineligible to take any earned vacation, and a terminating unit member will not be paid for any earned vacation accrued, until such unit member has completed six (6) months of service in a paid status. Thus, a unit member must work six (6) months before vacation leave can be granted.
- 9.4 **Maximum Vacation Leave Accrual and Carryover**

At the end of the 2016-17 fiscal year, employees will be able to carryover a maximum of thirty (30) working days of vacation into the subsequent year (2017-18). Effective June 30, 2018, employees may not

carry an accumulated vacation leave balance at any time of more than 150% of their annual vacation allowance per 9.2.1 or 9.2.2 above. Effective June 30, 2018, if an employee's accumulated leave balance at the start of the fiscal year exceeds 50% of their annual vacation allowance per 9.2.1 or 9.2.2 above, then their vacation leave credit for the fiscal year shall be the difference between 150% of their annual vacation allowance per 9.2.1 or 9.2.2 above and their accumulated leave balance at the start of the fiscal year.

Upon written request from the employee, the Superintendent may, for up to 12 months, increase the employee's maximum accumulated leave balance to 200% of their allowance per 9.2.1 or 9.2.2 above.

9.5 **Vacation Pay for Ten Month Employees**

Effective July 1, 1997, ten month (10) employees will have their vacation pay included in their monthly salary.

ARTICLE 10 - LEAVES

10.1 Leaves of Absence

Leave of Absence for Judicial and Appearance

- 10.1.1 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 the period of jury service. The unit member shall receive full pay while on leave provided the jury summons is filed with the Employer. Request for jury service leave should be made by presenting the official court summons for jury service to the appointing authority.
- 10.1.2 Leave of absence to serve as a witness in a court case shall be granted to any unit member when he/she has been served a subpoena to appear as a witness, not a 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 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 Employer. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the appointing authority and the leave request form.
- 10.1.3 The witness fee referred to in the above does not include reimbursement for transportation expenses.
- 10.1.4 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.

10.2 Military Leave

Requests for military leave shall be made in writing and shall be consistent with the provisions of the law as set forth in the California Military and Veterans Code, Sections 395 and 395.4.

Requests for inactive military leave shall be arranged with and approved by the Employer and shall be taken as part of the unit member's regular time off, if at all possible.

10.3 **Bereavement Leave**

Leaves of absence due to the death of a member of the immediate family shall be granted to all unit members. Such leave of absence shall be with pay not to exceed five (5) days.

Members of the immediate family shall include spouse, son/daughter, mother/father, grandparents, grandchildren, son/daughter-in-law, father/mother-in-law, brother/sister-in-law or any person living in the immediate household of the unit member. In addition, this section would include any step family, i.e. step son/daughter, step mother/father, etc.

Personal necessity leave may be granted for attendance at the funeral of a distant relative or close friend not deemed part of the immediate family

10.4 **Leaves of Absence Without Pay**

A permanent Classified unit member may request, and, at the discretion of the Employer, be allowed a leave of absence not to exceed one year. Such leave shall not be reimbursable and shall be taken at the expense of the individual. Vacation, salary schedule, and sick leave privileges shall not accrue during periods of leaves of absences.

10.5 **Health Leave**

Any unit member whose health is such as to impair efficiency in the performance of normal duties is subject to compulsory leave until such time as a licensed physician may certify that a normal work schedule may be granted.

10.6 **Industrial Accident or Illness Leave**

10.6.1 Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment which

qualifies for Worker's Compensation shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year and shall commence on the first day of absence. This section constitutes the Employer's regulation mandated by Education Code 45192. It confers and imposes only the rights and restrictions set forth therein.

- 10.6.2 Payment for wages lost on any one day shall not, when added to an award granted under the Worker's Compensation laws of this state exceed the unit member's full salary for the month. This leave will be reduced by one day for each day of authorized absence regardless of a Worker's Compensation award. When an industrial accident or illness occurs at the time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury. This leave is to be used in lieu of sick leave benefits conferred at Article 10, Section 10.8.
- 10.6.3 At the request of the Employer, a unit member requesting this leave shall be examined by a physician designated by the Employer, at the Employer's expense, to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved. Upon compliance with the Employer's medical release requirements and authorization to return to work, a unit member may be reinstated in a position in the same class without loss of status or benefits.
- 10.6.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the Employer any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100% of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the Employer any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the Employer shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

10.7 **Personal Necessity**

No earned leave in excess of seven (7) days may be used in any school year for the purpose enumerated in this section.

Any days of absence for illness or injury earned pursuant to Education Code Section 45207 may be used by the unit member, at his/her election, in cases of personal necessity, including any of the following:

- 10.7.1 Critical illness or death of a member of his/her immediate family, when additional leave is required beyond that provided in this contract.
- 10.7.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- 10.7.3 Appearance in any court or before any administrative tribunal as a litigant.
- 10.7.4 Such other reasons which may be approved by the Employer.

10.8 **Sick Leave**

Each Classified unit member employed five (5) days a week shall be entitled to twelve (12) days per year sick leave. If employed for less than full-time, the leave will be prorated on the basis of the number of hours per day and days per week employed.

A person initially employed is immediately eligible for the sick leave which he/she would accumulate in a period of six (6) months, but is not entitled to more than that until after having completed six (6) months in paid status. Upon termination, the unit member shall reimburse the Employer for the excess of the sick leave advanced in excess of that to which the unit member was entitled.

- 10.8.1 Unused sick leave shall accumulate indefinitely.
- 10.8.2 Absences over five (5) working days due to illness or injury shall be verified by a written statement of a licensed physician or medical provider, if required by the Employer, indicating the reason and length of disability.

10.8.3 A unit member who has used all his/her accumulated sick leave may take additional days as needed to apply against his/her annual vacation leave.

10.8.4 **Substitute Calling**

An employee who is assigned to a class and knows they are ill and unable to come to work is required to enter the absence into the absence management system., and make direct contact with their supervisor, at least two (2) hours prior to the start of their workday to permit the Employer time to secure a substitute. In emergencies if an employee cannot enter the absence two (2) hours in advance the employee shall enter the absence, call the sub caller, and make direct contact with their supervisor as soon as possible.

Employees not assigned to a classroom shall contact their immediate supervisor to report their absence within the first hour of the workday. In addition, the employee is required to enter the absence into the absence management system.

Failure to provide adequate notice may be grounds for disciplinary action.

10.9 **Differential Leave Pay**

Effective July 1, 2011, unit members absent from work due to an illness or accident for 100 working days or less (the 100 working days excludes holidays, vacations, compensating time and any other paid leave), shall receive fifty percent (50%) of the employee's regular salary. This provision shall not apply until the unit member has exhausted all accrued sick and other paid leaves.

10.10 **Sick Leave Bank**

Purpose: The Sick Leave Bank may provide eligible leave credit to a unit member when the unit member or a member of his/her family experiences a catastrophic illness or injury. Leave credit may be granted from the Sick Leave Bank only when the illness or injury is expected to incapacitate the unit member or the family member for an extended period of time, and the unit member has exhausted all sick leave, vacation leave and other paid time off from work. "Family" as used in this section refers to child, spouse, child of spouse, designated domestic partner, or parent of the employee. Designation of domestic

partner must be made upon the appropriate personnel form prior to the domestic partner's illness.

Sick leave credit accumulated in the Sick Leave Bank may be donated to an employee when all of the following requirements are met:

A verification of the employee's contribution to the Sick Leave Bank.

A medical verification of catastrophic illness or injury has been presented to the SEIU, Local 1021 and NCOE offices.

The members of the Sick Leave Committee have determined the unit member is unable to work due to the unit member's or his/her family member's catastrophic illness or injury.

The unit member has exhausted all accrued paid leave credit.

10.10.1 **Contributions to the Sick Leave Bank**

Before an employee places any sick leave into the sick leave bank, consider that his/her unused sick leave can be used toward service credit upon retirement. All transfers are irrevocable. Contributions shall be voluntary for all unit members according to the terms of the Agreement.

No unit member may donate eligible leave credits unless she/he has a minimum of twenty (20) days of accumulated sick leave on record with the Employer. A unit member may donate leave credit only in excess of the minimum twenty (20) days on record. Leave credit may be donated only in normal workday units. One day is equal to one's daily contracted hours.

Personnel will send a donation form to all employees June 1, so that contributions to the Sick Leave Bank can be posted by July 1 of the fiscal year. All unused days contributed to the Bank will be carried over from year to year.

10.10.2 **Withdrawal of Sick Leave Credits**

Individual member withdrawals from the Sick Leave Bank will be limited to no more than fifteen (15) days per year. Members of the Sick Leave Bank may draw from the Bank

after all paid leave has been exhausted. A member who draws from the Bank will be paid at his/her regular daily rate of pay.

10.10.3 **Sick Leave Committee**

The Sick Leave Committee shall consist of two (2) members of the SEIU, Local 1021 unit and two (2) members of the Administration. Unit members will be selected by the SEIU in a manner prescribed by the Executive Board. The administration members shall be appointed by the Superintendent.

The Sick Leave Committee shall meet as necessary to administer the Sick Leave Bank. The employer shall maintain the records of transfers into and out of the Sick Leave Bank.

The Sick Leave Committee shall be the decision making body to distribute sick leave credits from the Sick Leave Bank upon an application by the unit member for a member of the applicant's family.

Any Workers Compensation injury/illness claim covered by an award shall be excluded.

No sick leave fund days shall be granted after Long Term Disability begins.

10.10.4 **Special Circumstances – Catastrophic Illness**

A member may donate sick leave directly to an employee with a catastrophic illness providing he/she meets the minimum number of days of accumulated sick leave as outlined in the contract. The final decision on whether or not the donation will be allowed will be made by the Sick Leave Committee in accordance with the contract provisions for the Sick Leave Bank. Any unused donated sick leave shall be deposited to the Sick Leave Bank.

10.11 **Annual Union Leave**

The Employer shall make available to the Union up to fifteen

(15) days to carry out Union business.

The Union shall provide prior written notification to the Superintendent stating the days of leave needed for the person or persons so designated.

The unit member taking such leave shall suffer no deduction from any type of leave and shall pay the Employer for the cost of his/her substitute.

10.12 **Maternity Leave**

Unit members will be eligible for time off due to pregnancy and related conditions and recovery therefrom. The decision to cease work is to be made by the individual and her doctor. The Employer must be notified of intent to take leave at least thirty (30) days before commencement of the leave.

Maternity leave without pay may be granted for a period up to three (3) months and may be extended for up to another six (6) months upon mutual agreement between the unit member and the department head. A unit member is entitled to use accumulated sick leave during that portion of an absence which is from pregnancy, childbirth and recovery therefrom and may utilize accrued compensatory time or vacation balances.

No break in seniority shall occur because of the leave of absence.

10.13 **Family Leave**

It is the intent of this section of the Collective Bargaining Agreement to make available to unit members leave under the Federal Family Rights Act (FMLA) and the California Family Rights Act (CFRA) Government Code Section shall be applied and interpreted in accordance with the state and federal law regulation. The Family Leave Act (FMLA) will be coordinated with vacation and sick leave during the twelve (12) week regulated period.

ARTICLE 11 - TRANSFERS

11.1 Transfers

Transfers may be made by the Superintendent upon recommendation of administrative supervisors and may be either Employer initiated or unit member initiated. Except in cases of emergency, no unit member shall be transferred by Employer without a thirty (30) work day notice.

11.2 Employer Initiated

Employer initiated transfers may be made from one position in a class to another position in the same class upon the approval of the Superintendent. Upon request, a meeting with the Superintendent/designee will be provided to discuss the transfer. Following this meeting, reasons for the transfer will be provided in writing upon receipt of a written request from the unit member.

11.2.1 "Y" Rate - Employer initiated transfers may be made from one position in a class to another position in a lower class. Under such an Employer initiated transfer, the affected unit member (s) shall be "Y" rated, and the salary of the unit member shall not change and there will be no change in anniversary date.

The unit member shall not be granted step increases or salary range increases until such increases are appropriate within the salary range for the unit member's new class.

11.2.2 "Y" rating shall not apply to any transfers which are unit member initiated as per 11.3 of this article; disciplinary or for reasons of unsatisfactory performance; or due to those transfers granted in lieu of layoff.

11.2.3 Prior to transferring an instructional aide to a special day class for profoundly handicapped students, the Superintendent will first seek qualified volunteers before making the transfer. If there are no volunteers, transfers will be made according to seniority, beginning with the employees with the least seniority providing they have the skills necessary for the position.

11.3 **Unit Member Initiated**

Unit member initiated transfers shall be made in accordance with the following procedures:

- 11.3.1 A permanent unit member may request a transfer from a position to another in the same class, or greater or fewer in hours in the same class, or to a position in a lower classification as a voluntary demotion.
- 11.3.2 As openings are advertised, a unit member may submit a written request for a voluntary transfer to the Human Resources Office. The Superintendent/designee shall attempt to honor in-house requests for voluntary transfers when the training, experience, and the abilities of the requesting unit member match the vacant position job specifications. Probationary unit members (6 months or less) of the Employer are not eligible to be considered for voluntary transfers. The Employer will advertise positions in- house for five (5) working days.
- 11.3.3 The Employer will give first consideration to current unit members before hiring from the outside. Where two (2) or more unit members have equal merit and ability, the unit member with seniority shall be granted the position.

11.4 **Promotional Trial Periods**

Unit members who are promoted to a higher classification shall serve a "Promotional Trial Period," established by the Superintendent, which shall be no longer than six (6) months in paid status in the new classification.

- 11.4.1 If the promoted unit member fails to satisfactorily complete the period, that unit member shall have the right to return to his/her previously vacated position at his/her previous rate of pay.
- 11.4.2 Failure to complete a promotional trial period shall in no way affect a unit member's permanent status in the Classified service.

ARTICLE 12 - STAFF DEVELOPMENT

- 12.1 The Employer will form a joint Union/Management Staff Development Committee consisting of three (3) Union and three (3) management employees. Said Committee will meet on an as needed basis but at least twice a year on release time to develop and coordinate staff development activities to include, but not be limited to seminars, inservice training, and workshops. If a unit member serves time on this committee not during regular work hours, compensation will not be given.

The unit member shall not suffer loss of salary or benefits while attending such staff development activities when in paid status.

Inservice training for instructional staff shall be on normal working days. Should a special circumstance arise, administration will meet and confer with the Union.

- 12.2 Article 12.1 does not apply to instructional staff attending training, workshops, and conferences that require departure from the County Office at night or on weekends.

ARTICLE 13 - JOB SHARING

- 13.1 The Employer may permit two or more unit members to share a position or positions.
- 13.2 The option of job sharing shall be considered by the Superintendent only after a joint request has been received from those employees intending to share the position(s) and the immediate supervisor(s). The request shall be submitted on the approved form available from the Human Resources Department. The particular plan proposed in the request shall be subject to modification by the Superintendent in accordance with NCOE needs.
- 13.3 The agreement to job share shall be evaluated within the first three (3) months of inception and annually thereafter. Job sharing arrangements may be terminated at any time by any one of the participants; i.e., employee, manager, employer. In the event a job sharing agreement is terminated for any reason; e.g., promotion, transfer, retirement, resignation, the remaining employee shall accept the full-time responsibility of the position permanently or until such time as (s)he leaves the position or enters into another approved job sharing agreement for that position. Job Sharing may not be used as a device to reduce the number of unit positions.
- 13.4 In all other instances, an employee who has agreed to a reduction in scheduled working hours pursuant to this Agreement and who later desires to return to his/her previous schedule of working hours, shall be given the same consideration as any other employee who requests an increase in scheduled working hours.
- 13.5 Implementation of any job sharing program shall not increase the NCOE cost for salary and/or fringe benefits beyond the cost that would be incurred for a single employee occupying the position(s) affected.
- 13.6 The decision to implement any job sharing plan and the method of implementation shall be at the sole discretion of the Superintendent and approval or implementation of any job sharing plan shall not be construed to set a precedent for approval or implementation of any other request for job sharing.

ARTICLE 14 - RECLASSIFICATION

14.1 Purpose of Reclassification Procedures

The purpose of this article is to create a process for review of potential reclassification of positions caused by a change in job requirements. This article shall not be used as a device to obtain salary increases, absent a basis for reclassification.

14.2 Review of Job Classifications

The Union and Employer may mutually agree to review any job classifications presented for review and under this article. In the event that no classifications are mutually accepted for review, the Union may select 3 classifications and shall notify Employer by March 1st of the classifications where a reclassification review is sought for implementation in the next fiscal year. Consideration of reclassification of a position shall preclude reconsideration for reclassification for a minimum of two years unless the Union and the Employer mutually agree to waive this provision. (Ratified 9/28/16)

14.3 Reclassification Criteria

Reclassification may occur for the reasons and based on considerations indicated below:

14.3.1 Significantly new duties and/or responsibilities permanently added to the position by the administrative supervisor (other than increased workload) which requires additional skills, greater responsibility, decision-making requirements, hazardous functions, and/or physical requirements.

14.3.2 Workload increases will not be considered a basis for reclassification. (“Workload” means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification.)

14.4 Reclassification Process

14.4.1 Classifications which are brought forward for review shall be considered by a four member Reclassification Panel which shall

include two appointees from SEIU and two management appointees.

14.4.2 The Reclassification Panel shall attempt to reach consensus and apply the criteria set forth above to determine whether or not to recommend that a position(s) be reclassified, effective for the next fiscal year. In evaluating requests for reclassification, the Reclassification Panel shall use the following data, including but not limited to:

14.4.2.1 A comparison of the employee's actual duties and responsibilities with the duties shown on the employee's classification specifications.

14.4.2.2 A Comparison of the duties and responsibilities of the classification into which the employee believes he/she should be classified.

14.4.2.3 Oral and/or written information presented by the employee, supervisor or any other person with knowledge relevant to the Panel's work.

14.4.2.4 An on-the-job desk audit, if determined necessary by the Panel.

14.4.2.5 New and increased duties known of or assigned by the supervisor. Duties assumed by the employee, without such knowledge or assignment shall not be the basis for reclassification. If not known, assigned or approved by the supervisor, such duties and responsibilities will immediately cease.

14.4.3 The Reclassification Panel may include the following in their advisory recommendation:

14.4.3.1 Range placement

14.4.2.2 Changes in job description

14.4.2.3 Job title changes

14.4.2.4 Creation of a new classification or range

- 14.4.2.5 Denial of reclassification or any changes to the position. Any decision to reject shall result in a written rationale from the Panel to the effected employees.
- 14.4.4 The Reclassification Panel shall make an advisory recommendation to the Superintendent whose decision shall be final and binding.
- 14.4.5 The Reclassification Panel's work shall be completed and an advisory recommendation sent to the Superintendent no later than April 15th.
- 14.4.6 If the Reclassification Panel is unable to reach consensus, the Union may appeal, no later than April 30th, the disputed case(s) to a third party neutral who shall be mutually selected by the parties.
- 14.4.7 The cost, if any, of a neutral shall be shared by the parties.
- 14.4.8 The Reclassification Panel shall make a presentation to the neutral regarding the process and information developed during Step One of the process.
- 14.4.9 The neutral shall have the authority to receive written statements or testimony from the parties as needed and may recommend to the Superintendent the following when considering requests for reclassification:
 - 14.4.9.1 Range placement
 - 14.4.9.2 Changes in job description
 - 14.4.9.3 Job title changes
 - 14.4.9.4 Creation of a new classification or range
 - 14.4.9.5 Denial of reclassification or any changes to the position.
- 14.4.10 The neutral shall render an advisory decision prior to June 15th for review and final decision by the Superintendent.

14.5 **Final Decision**

All reclassifications shall be submitted to the Superintendent and if approved shall take effect as of July 1st unless special circumstances mutually agreed upon arise.

14.6 **General Provisions**

14.6.1 The timeframe for consideration of reclassification requests shall be March 1st through April 15th for the Reclassification Panel and April 30th through June 15th for an appeal, if any.

14.6.2 Employer reserves the right to reclassify positions at any time, at its discretion. The Union shall be notified in writing of all reclassifications.

14.6.3 The “Request for Classification Review” form shall be designed and agreed upon by the Employer and the Union. Any changes in the Request for Classification Review form shall be mutually agreed upon between the Employer and the Union.

ARTICLE 15 - Personnel Files/Derogatory Material

- 15.1 The Human Resource Office shall establish and maintain a personnel file for each member of the Classified unit. The file(s) shall be the official Employer repository for personnel records.

These personnel files are confidential and access should be limited to the Superintendent, Deputy Superintendent/Business & Human Resources, the department head, Director of Human Resources, and the unit member/designee.

- 15.2 All unit members shall have the right to inspect their personnel files, review the materials contained in the files, and receive a copy of the materials upon request. Such review shall take place during normal business hours. The unit member shall arrange for an appointment with the Human Resource Office, and shall be released from duty for this purpose without salary reduction.
- 15.3 Material in the personnel files of unit members shall be limited to documents and information, which may serve as basis for affecting the status of their employment.
- 15.4 A representative chosen by the unit member may be authorized or accompany the unit member to review the material in his/her own personnel file.
- 15.5 No derogatory material will be included in a unit member's personnel file until he/she is given notice and has had an opportunity to review the material.
- 15.6 Prior to its placement in the personnel file, a unit member/designee shall have a right to meet with the Supervisor/Administrator to review the information of a derogatory nature before a determination of its propriety for placement in the personnel file is made. A unit member shall have the right to request a steward/union representative be present during the meetings.
- 15.7 The employee may request written language as to how to show corrections, if any, with timelines that are mutually agreed upon.
- 15.8 If derogatory material is placed in an employee's personnel file, the employee may request that the Superintendent/Administrator review the

derogatory materials and have placed into the file progress towards corrections.

- 15.9 The unit member shall also be given an opportunity to write comments about the derogatory materials in the personnel file and submit comments within ten (10) working days of receiving the notification. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.
- 15.10 The unit member may have material placed in his/her personnel file which he/she feels is pertinent to his/her professional career.
- 15.11 No materials shall be entered in the unit member's personnel file which do not bear the author's signature and date of writing.
- 15.12 There shall be a sign in sheet placed in the jacket of the personnel file. When and if anyone reviews any documents in the personnel file they shall sign identifying themselves and giving the date of review. This does not include the Human Resource Department personnel accessing the file for normal operation procedures of the Human Resource Department.
- 15.13 Materials related to any disciplinary action recommended but not taken; or disciplinary actions overturned shall not be retained in member's personnel file.
- 15.14 The employee may request that all derogatory material, other than employee performance evaluations, be sealed after being in the file for a period of two (2) years. The employee may request that employee performance evaluations be sealed after being in the file for a period of five (5) years. The sealed document shall be kept separate from the employee's active personnel file. The sealed document may only be opened by order of the Superintendent of the Napa County Office of Education or designee, for the purpose of complying with a court order, a lawfully issued subpoena, or the written consent of the employee, or as determined necessary by the Superintendent in order to respond to information requests submitted by such third party agencies as EEOC, DFEH, and OCR* or when the Superintendent determines it is necessary to rebut assertions of denial from an employee regarding prior notification of disciplinary matters. (Ratified 9/28/16)

Definition of Terms:

EEOC = Equal Employment Opportunity Commission
DFEH = Department of Fair Employment and Housing
OCR = Office of Civil Rights

ARTICLE 16 - EVALUATION

16.1 All regular Classified unit members shall be evaluated by their Administrative Supervisor(s) in accordance with the following schedule:

16.1.1 Probationary

For unit members hired on or after March 1, 2011, probationary unit members shall receive a formal written performance rating effective at the end of the third and fifth month of service. The probationary period for unit members shall be six (6) months.

16.1.2 Permanent

Regular permanent unit members with less than five (5) years of permanent employment in the same position shall receive a formal written evaluation each year. (Ratified 4/10/19)

Regular permanent unit members with five (5) or more years of permanent employment in the same position shall receive a formal written evaluation at least every two (2) years. Employees who are transferred or promoted may be given an evaluation for their prior position up to thirty (30) days from the date of his/her transfer or promotion. (Ratified 4/10/19)

16.2 Procedure

16.2.1 Performance evaluations shall be made on forms prescribed by the Human Resources and shall be prepared by the unit member's Administrative Supervisor(s) whenever possible. The evaluations shall then be reviewed with the unit member for comments, response and signature.

16.2.2 Evaluations shall be based on direct observation, knowledge of the evaluator and other reliable information.

16.3 Within fifteen (15) days of the evaluation, unit members will be furnished a copy of the completed report for their files and the original report shall be filed with the personnel records and retained in the Human Resources Department. All evaluations must provide an

opportunity for discussion between the unit member and evaluator. Negative evaluations must be accompanied by written recommendations for improvement (see 16.5 for procedure).

16.3.1 The evaluation shall be placed in his/her personnel file. The unit member will have fifteen (15) working days to attach written comments to the evaluation if desired.

16.4 The evaluation of unit members, except for alleged violation of procedural matters, shall not be subject to the grievance procedure.

16.5 If a unit member is given a "substandard" or "unsatisfactory" evaluation, the formal written evaluation summary shall contain all of the following:

16.5.1 The manner in which the unit member is not meeting standards;

16.5.2 What must be done to correct the deficiencies outlined;

16.5.3 Specific written recommendation/plan for improvement and how improvement will be measured; and

16.5.4 A specified time period in which the unit member must show improvement in the areas specified in the recommendation/plan for improvement.

16.6 A unit member who disagrees with the content of an evaluation or the recommendations of the evaluator may request a re-evaluation within thirty (30) days of the evaluation.

16.7 The re-evaluation shall be performed by a supervisor agreed upon by management, the unit member and the Union representative.

16.8 All unit members have the right to have a third party of their choosing present when performance evaluations are discussed.

16.9 Notwithstanding provisions of Sections 16.1.1 and 16.1.2, all unit members whether probationary or permanent may be evaluated by their Administrative Supervisor(s) at any other time when exemplary or unsatisfactory service is performed.

- 16.10 Review and discussion of performance evaluations shall take place during duty hours.
- 16.11 If any deficiency in performance is serious in nature or is of a pattern sufficient to cause an overall "substandard" or "unsatisfactory" summary evaluation, the evaluator shall notify the evaluatee in writing of such fact within fifteen (15) working days of either the serious incident or the most recent occurrence of an element of the pattern. The evaluator shall make specific written recommendations by developing a work plan for improvement and shall endeavor to assist in improving the evaluatee's performance.

ARTICLE 17 - SAFETY CONDITIONS OF EMPLOYMENT

- 17.1 The safety of the unit members is a continuing concern of the Employer. It is the intent and responsibility of the Employer to provide a physical environment that will not endanger the health or safety of the unit members.
- 17.2 The Employer shall provide safe conditions for all unit members within its fiscal capabilities and provide a continuous administrative monitoring of the conditions and correction of unsafe conditions.
(Ratified 9/28/16)
- 17.3 To ensure that exposure to unsafe conditions are minimized, unit members are to be safety conscious in their own actions and to report in writing any alleged unsafe or potentially unsafe conditions to their Administrative Supervisor. The unit member's report of unsafe conditions will be acknowledged in writing to the member by the Administrative Supervisor or designee by the end of the following day. The Employer will also respond in writing to the unit member via the Administrative Supervisor as to what action shall be taken on the reported condition. The Chapter President and SEIU 1021 Representative shall be notified in writing of the complaint and resolution. (Ratified 9/28/16)
- 17.4 Any assault upon a unit member shall be reported to the respective Administrative Supervisor. The Administrative Supervisor/designee shall take appropriate action. The report of the incident shall contain the unit member's name, date, and location of the assault, a description of the assault, and the name of the person making the assault, if known. The unit member and the Administrative Supervisor shall report the incident as prescribed by law to the appropriate law enforcement authorities. The Employer acknowledges the Employee's right to report unlawful/illegal behavior to local law enforcement agencies and will not interfere or retaliate against employees wishing to exercise their legal rights. (Ratified 9/28/16)

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Definitions

- 18.1.1 The term "grievance" shall mean a claim by a unit member covered by this Agreement that there has been a misinterpretation, misapplication, or violation of this Agreement by the Employer. Article 14 of this Agreement shall not be subject to the grievance procedure due to the union majority on the committee. The Employer should not be held accountable for a committee that by its makeup is controlled by a majority of unit members.
- 18.1.2 The term "grievant" shall mean the unit member alleging that he/she has been adversely affected and files a grievance.
- 18.1.3 The term "days" shall mean a day in which the administrative office is open for business.
- 18.1.4 Administrative Supervisor is the lowest level supervisor who has been designated to adjust grievances and having immediate jurisdiction over the grievance. The Union shall be supplied a current and updated list of supervisors as defined herein.

18.2 General Application

- 18.2.1 At any level the grievant may be accompanied by a representative of the Union.
- 18.2.2 All grievance decisions at each level shall be provided to the Union in writing.
- 18.2.3 No decision or judgment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.
- 18.2.4 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.

18.2.5 Documents or records of any grievance shall be kept in a separate grievance file. Documents or records removed from the unit member's personnel file shall be returned to the personnel file upon completion of the Agreement.

18.2.6 No grievance shall proceed to arbitration until the Union has been provided an opportunity to respond and present its case to the advisory panel. The Union shall have ten (10) days in which to respond.

18.3 **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 or the time the grievant knew or should have known of the occurrence giving rise to the allegation(s). 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.

18.3.1 **Level I**

The "grievant" shall present his/her grievance to his/her Administrative Supervisor orally. The Administrative Supervisor shall orally respond to the grievant within ten (10) days.

18.3.2 **Level II**

If the "grievant" is not satisfied with the response at Level I, or if no response is made, the "grievant" may within ten (10) days, after the oral response, reduce the grievance to writing and file it stating the name of the "grievant," the date of the occurrence, the specific section of this contract alleged to have been violated, specific remedy requested, and shall be signed and

dated by the "grievant." The "grievant's" Administrative Supervisor shall respond within ten (10) days of this appeal in writing to the grievant.

18.3.3 **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 Deputy Superintendent within ten (10) days of receipt of the Level II response. The Deputy Superintendent shall respond to the "grievant's" appeal within ten (10) days of this appeal in writing.

18.3.4 **Level IV**

18.3.4.1 If not satisfied with the decision at Level III, the "grievant" may within ten (10) days of receipt of the Level III response, submit a request in writing to the Superintendent/designee for advisory arbitration of the dispute.

18.3.4.2 The advisory panel shall consist of three (3) members: one (1) appointed by the grievant, one (1) appointed by the Superintendent/designee, and a third who is appointed by agreement of the other two members.

18.3.4.3 In the event the two (2) 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 cannot agree on the third panel member from the list, each party shall alternately strike names until only one (1) name remains.

18.3.4.4 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.

- 18.3.4.5 The advisory panel will have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the Employer.
- 18.3.4.6 After a hearing and after both parties have had an opportunity to make oral and written arguments, the advisory panel shall submit in writing to all parties its findings and recommendation which shall be advisory to the parties. Only the grievant may appeal to Level V.
- 18.3.4.7 Any mutually agreed upon costs shall be borne equally by the parties.
- 18.3.4.8 Neither party may rely upon grounds or evidence not previously disclosed to the others at Level III.

18.3.5 **Level V**

If the "grievant" is not satisfied with the decision at Level IV, the grievant may within ten (10) days of receipt of the Level IV response, submit a request in writing to the Superintendent for final resolution of the dispute.

ARTICLE 19 - SAVINGS

- 19.1 If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. The parties shall meet upon request to discuss the invalidation and negotiate a replacement clause.

- 19.2 The provisions of this contract shall supersede control over any contrary or inconsistent rules, regulations or policies of the Employer.

ARTICLE 20

SENIORITY/LAYOFF AND RE-EMPLOYMENT

20.1 Seniority

- A. The seniority date shall be the date of the original hire entering into a probationary status in the classified service.
- B. Layoffs within the units shall be based solely on reverse order of seniority in the classifications, plus higher classes.

20.2 Seniority Procedures

- A. Seniority in the classification being reduced is the basis upon which a classified employee shall be laid off.
- B. Seniority shall be maintained during absences due to illnesses, layoffs, or leave of absence as long as such seniority is not terminated in accordance with other provisions of this agreement.
- C. Seniority shall be broken for any of the following reasons:
 - 1. An employee resigns or quits. An employee is discharged for just cause.
 - 2. An employee is laid off for a period longer than thirty-nine (39) consecutive months or sixty-three (63) months as per Education Code 45298 (voluntary demotion or voluntary reduction).
 - 3. An employee, after being laid off, fails to return to work within fifteen (15) working days after being notified by certified mail by the employer.
- D. For employees hired prior to July 1, 1996, seniority within a classification was calculated by hours worked within the classifications or higher ranking in which the employee is serving or has served. These employees shall retain their seniority dates established as of July 1, 1996.
- E. An employee transferred or promoted to a classified job outside of the bargaining unit will retain accumulated seniority. An employee involuntarily transferred will continue to accumulate seniority.

- F. Length of service credit shall be granted employees for a military leave of absence.
- G. "First date in Paid Status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the Employer except where the affected unit employee was employed as a substitute for more than 195 days in the assignment received upon entering into probationary status.
- H. "Classification" is defined as a position within a class that has a designated job description title, specific duties, responsibilities and minimum qualifications. Employees serving in two or more classifications at the time of layoff or reduction in hours shall be entitled to combine the daily hours of the two or more positions for purposes of calculating seniority rights.
- I. The Employer shall maintain an updated seniority roster indicating employees' classification seniority by hire date, or by hours in classification for employees hired prior to July 1, 1996, in each job description title employee has served. Such roster shall be provided to the Union at such time as any reduction in hours or layoff.

20.3 **Layoff and Reemployment**

- A. Layoffs shall occur due to lack of work or lack of funds.
- B. Forms of Layoff: Layoffs may take one or more of the following forms:
 - 1. Elimination of a position(s) within the classified service.
 - 2. An involuntary reduction in the number of days worked in a year.
 - 3. An involuntary reduction in the number of hours worked in a day.
 - 4. An involuntary reduction in the classification through bumping by senior employees.
 - 5. An involuntary reduction in salary or other compensation to avoid layoff.
 - 6. A voluntary reduction in days worked, hours worked, reduction in salary compensation, or bumping to lower classes to avoid layoff is at the option of the employee affected.

- C. Order of layoff within a classification shall be determined by date of hire, except those employees who hold seniority dates prior to July 1, 1996. In the case of two or more unit employees having the same date of hire after July 1, 1996 the order of layoff of such employees shall be determined by lot.
- D. When a layoff of classified employees is anticipated by the administration, and prior to the time the Superintendent's action is taken with respect to a layoff of classified employees, the Employer shall notify the Union of the possibility of a layoff action. A list of positions recommended for elimination will be furnished to the Union at the same time as the seniority list is furnished.
- E. Except for when classified positions must be eliminated as a result of the expiration of a specially funded program, in the event or necessity of layoff for the ensuing fiscal year, written notice of layoff shall be delivered to the affected unit employee in person or sent by certified mail by the Superintendent or designee by March 15, informing the employee of displacement rights, if any, and reemployment rights. Any layoff notice shall specify the reason for layoff.

When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

- F. Vacation Pay upon Termination: An employee receiving a layoff notice shall have the option of taking his/her accrued vacation or receiving monetary compensation for such accrued vacation, but shall not be forced to take such vacation within the notification period. Vacation time and compensatory time (within the limits of the contract) earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.
- G. Fringe Benefits: A unit employee who has been laid off pursuant to this Article shall be entitled, at his/her expense, to continue the same insurance plans provided for employees in the health and welfare article of this Agreement, for a period of thirty-six (36) months following the date of termination and/or until such time as the employee becomes covered under any other group health plan, whichever occurs earlier. The unit employee shall pay the monthly premium costs on the dates designated by the Employer in order to

continue such coverage. The premium payment must be received by the Business Office by the eighth (8) day of the month preceding the month of coverage. If a premium payment is not received by the eighth (8) day of the preceding month, the coverage will be terminated and may not be reinstated.

- H. Substitute Work: The Employer must make reasonable efforts to utilize laid-off employees for substitute work. Such employees interested in substitute work must file a letter to that effect with the Human Resources Department. Employees on a reemployment list shall be given prior consideration for service as substitute employees at the appropriate substitute rate established by the Employer, as long as the employee meets minimum qualifications. (Working as a substitute does not affect an employee's reemployment rights.)
- I. Alternatives to Layoff: The Employer may entertain proposals from individuals through their Union representatives relative to alternatives to layoffs such as voluntary job sharing, voluntary early retirement, voluntary reduction in hours, etc. The determination as to its effects will be subject to negotiations between the Employer and the Union. The intent, however, will be to reduce the impact of those individuals affected by a layoff decision. If the Employer contemplates layoff of bargaining unit members, the Employer shall notify the Union of the possibility of layoffs in sufficient time for the Union to exercise its rights under this section.
- J. Temporary Employment for Laid Off Unit Members: Classified employees on layoff will be considered first for all temporary positions if they meet the minimum qualifications for the position with the exception of one-on-one I.A.'s. Temporary employment is "short-term" employment as defined by Education Code section 45103.
- K. Temporary positions are created in accordance with Education Code section 45103 and are not created to displace permanent employees. If a laid off employee accepts a temporary position, it does not affect his/her reemployment rights.

20.4 **Bumping Rights**

- A. A permanent classified employee, who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to exercise bumping rights in their class or in any lower class in which they have served and hold seniority credit greater than an incumbent. The employee bumped shall be the one with the least

seniority in the class plus higher classes.

- B. The employee must have previous service in a position, even if title/range may have changed, to be eligible to 'bump'.
- C. To the extent possible, a person with bumping rights shall bump into a previously held position which has the same number of hours in paid status per year or the one with the nearest number of hours, up to one hour, as did the position from which he/she is being laid off. Employees must complete the nine (9) month probationary period in order to attain seniority based on a transfer or promotion.

20.5 **Reemployment Rights**

- A. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months when a vacancy occurs, to return to his/her former job classification in seniority order and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of thirty-nine (39) months.
- B. A unit employee who elects a demotion, reduction in assigned time or retirement in lieu of layoff shall be placed on a sixty-three (63) month reemployment list and shall be eligible, when a classified vacancy occurs, to return to his/her former job classification in seniority order, without being subject to testing of any kind.
- C. There shall be an up-to-date reemployment list kept by the Human Resources Department, and provided to Union, whereby employees laid off shall be ranked on that list in accordance with their proper seniority.
- D. A person who has been placed on the Reemployment List by reduction in hours shall have priority to regain full employment over an employee who is currently working part-time and not on the Reemployment List as long as the person has seniority over the part-time employee. After returning to work, a person would advance one step on the salary schedule, if eligible, on their next anniversary date provided they have rendered service by being re-employed prior to their established anniversary date.
- E. If a position becomes vacant during a unit employee's eligibility period for reemployment, the H.R. Department shall send written notice to the last known address of such unit employee(s) offering reemployment in seniority order.
- F. The Employer may, simultaneously, send out notices of a job vacancy

to more than one person on the reemployment list, provided that the more junior person may be given the vacancy only when those persons with more seniority have declined or waived the vacancy.

- G. If an employee accepts any offer of reemployment, he/she must report to work within fifteen (15) work days following receipt of the reemployment offer, unless a later reporting date is indicated on the reemployment offer itself, or Human Resources approves a later reporting date.
- H. Reemployment shall be in the reverse order of layoff.
- I. An individual shall have ten (10) working days from date of receipt of an offer of reemployment.
- J. An individual on a reemployment list may decline two (2) offers of reemployment in his/her former classification. After the second refusal, no additional offers need be made. Thereafter, such individual must notify the Employer in writing of his/her desire to be reactivated on the reemployment list.
- K. This article constitutes the Employer and Union negotiations of effects of layoff and reductions in hours and shall preclude the duty to negotiate such effects in the future. This does not preclude meeting and conferring under Sections 21.3.D., nor does it preclude opening this article during successor or reopener negotiations.

ARTICLE 21 – DISCIPLINE PROCEDURE

21.1 Just Cause

For Just Cause Discipline: Any bargaining unit member designated as a permanent bargaining unit member shall be subject to disciplinary action for just cause, including reprimand, suspension, demotion, and dismissal. Grounds for suspension, demotion or termination shall include those as set forth below in this Article and those set forth in Administrative Regulation 4218. Probationary bargaining unit members are not entitled to the due process provisions of this Article.

21.2 Cause for Suspension or Termination

Cause For Discipline Shall Include:

- a. Incompetency or inefficiency;
- b. Excessive absence and/or repeated tardiness without authority or sufficient reason;
- c. Insobriety or unauthorized use or possession of alcohol or narcotics during duty hours;
- d. Insubordination;
- e. Dishonesty;
- f. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the Employer;
- g. Immoral or unprofessional conduct;
- h. Evident unfitness for service;
- i. Physical or mental condition unfitting for service;
- j. Persistent violation of or refusal to obey the school laws of the state or rules and regulations of the Employer;
- k. Discourteous treatment of the public, pupils, or employees of the Employer;
- l. Neglect of duty;
- m. Intentional misrepresentation or concealment of any fact in connection with obtaining employment;
- n. Willful damage to public property, excessive waste of public supplies or equipment, or excessive carelessness with Employer property or funds;
- o. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

21.3 Cause for Suspension or Termination

21.3.1 Preliminary Written Notice

21.3.1.1 A permanent bargaining unit member shall receive a preliminary written notice of any proposed suspension without pay, demotion or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective. . This notice will contain specific information to place the employee on notice of the conduct or omissions leading to discipline, the timeframe the conduct occurred, how the conduct constitutes the grounds the employee is charged with that lead to the recommendation for dismissal, such that the employee can respond to the charges at the preliminary hearing meaningfully and rebut or explain the employee's perspective.

21.3.1.2 In the event after serving the preliminary notice of suspension without pay, demotion or termination, NCOE learns of facts which are contrary to those in the initial written notice, or new grounds for disciplinary action, NCOE shall amend the preliminary or final notice of discipline, and a new preliminary meeting notice shall be issued for the employee to respond to, re-starting all timelines for the dismissal process.

21.3.1.3 The bargaining unit member shall have the right to respond to the proposed statement of charges, either orally or in writing within a reasonable time, to be stated in the preliminary written notice, at a pre-deprivation hearing. The pre-deprivation hearing officer shall not have conducted the investigation or have made the initial recommendation for disciplinary action. The hearing officer shall consider the employee's response and recommend to the County Superintendent within fifteen (15) calendar days whether the proposed disciplinary action should be taken, modified, or not taken.

21.3.2 **Notice of Suspension or Dismissal**

- 21.3.2.1 A permanent bargaining unit member who is suspended without pay, demoted or terminated, shall be given final written notice of the specific charges by the Employer. The dismissal or suspension shall be effective the day the County Superintendent approves it plus the additional five calendar days set forth in section 22.3.2.2.
- 21.3.2.2 The notice shall contain a statement of his/her rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the bargaining unit member, and said notice shall be accompanied by a paper, the signing and filing of which with the County Superintendent or his/her authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing and appeal. Such notice may be served in any way so as to provide the employee with actual notice of the charges, but, when notice is served via U.S. Mail, the employee shall have an additional five calendar days to request the hearing.
- 21.3.2.3 A notice of hearing shall be issued by the County Superintendent, specifying the date and time of the hearing. The notice shall provide that the parties must exchange evidence intended to be used in their direct case at hearing one full business day, minimally 24 hours in advance, of the scheduled hearing date. A copy of this evidence shall also be simultaneously sent to the County Superintendent. For efficiency at the hearing, the employee's evidence shall be marked "1" through [last exhibit number], and NCOE's evidence shall be marked "A" through last exhibit letter. Failure to exchange evidence may lead to barring the admission of the evidence by the County Superintendent at the hearing. A hearing before the County Superintendent

shall generally be held within thirty (30) days of the employee's submission of a request for a hearing, unless the County Superintendent determines good cause exists to extend this time frame. Good cause includes, but is not limited to, scheduling conflicts, complexity of the case, or unavailability of witnesses. The County Superintendent shall provide notice to the employee of the final disciplinary decision in writing within ten (10) working days of the date of the hearing.

21.4 In lieu of a suspension or demotion, the Parties may mutually agree to a reduction in salary as a method of discipline. Such reduction in salary shall not be more than a one-step reduction on the salary schedule, and no more than a three (3) month period of time.

21.5 **Administrative Leave**

Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Employer.

21.6 **Egregious Offences**

The Superintendent of Schools shall delegate his or her authority to a judge, as defined in Section 44990, to determine whether sufficient cause exists for disciplinary action against a classified employee involving allegations of egregious misconduct, as defined in Section 44932, and involving a minor, as defined in Section 44990. The judge's ruling shall be binding upon all parties. A judge so authorized to conduct a hearing involving allegations as described in Section 44010 or 44011, or as described in Sections 11165.2 to 11165.6, inclusive, of the Penal Code, shall conduct that hearing in accordance with Article 3.3 (commencing with Section 44990) of Chapter 4 and Section 49077.

**ARTICLE 22 – TERM AND COMPLETION OF
AGREEMENT**

- 22.1 This agreement shall constitute a new agreement that shall commence on July 1, 2022 through June 30, 2025. This agreement completes all negotiations for the 2022-23 fiscal year, unless the contingency clause in Article 4 is triggered.

Reopeners for fiscal year 2023-24 shall include up to two non-monetary language articles.

Reopeners for fiscal year 2024-25 shall include salary and up to two non-monetary language articles.

- 22.2 The Union and the Employer agree to support this Agreement for its term. The Employer pledges that management will comply with the contract and Union pledges that unit members will comply with the contract.

- 22.3 This document comprises the entire Agreement between the Employer and unit members on matters within the lawful scope of negotiations. The Employer shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement.

- 22.4 **Equity Agreement**

The intent of the Employer is to treat various employee groups with equity in regard to possible salary, cost-of-living, and benefit increases. Should any such increase be agreed to with any other employee groups, the Employer intends to bargain collaboratively with the Union to reach an equitable agreement which addresses salary, cost-of-living adjustments and benefits for its unit members. Other employee groups are defined as NCFT and NAPS.

APPENDICES

- A Classified Salary Schedule Key – See Napa COE Website
- B Classified Salary Schedule Effective – See Napa COE Website
- C Application to Job Share
- D Professional Growth Request Form
- E Reclassification Request Form

Application to Job Share

I. Title(s) of positions to be share: _____

II. Locations(s) of position to be shared: _____

III. Names of employees making request:

		No. Hrs. Per Day	Days Per Wk.	Weeks Per Mo.	Months Per Yr.
Employee 1					
Employee 2					
Employee 3					
Employee 4					

IV. Names(s) of managers affected:

1) _____ 2) _____

3) _____ 4) _____

V. Expectations discussed and agreed to:

VI. How duties and responsibilities will be allocated:

VII. Signature of employee(s)

1)_____ 2)_____

3)_____ 4)_____

Mangers(s)

1)_____ 2)_____

3)_____ 4)_____

VIII. Cost analysis (to be completed manager)

Total present cost for position(s)

IX. Superintendent's Approval:

I approve the above job sharing plan.

I approve the above job sharing plan with modification as specified.

I disapprove the above job sharing plan

COMMENTS:

X. SIGNATURE OF SUPERINTENDENT

DATE:_____

Barbara Nemko, Ph.D., Superintendent

TO: John Zikmund
Human Resources

FROM: _____

SECTION I. I have completed the following course work and would like it to be considered for credit towards the stipend:

Title and Course Number	School	Month and Year	Units	
			Quarter*	Semester

SECTION II. It is my intention to complete, prior to December 1 of next year, the following course work and I would like it to be considered for credit towards the stipend:

Title and Course Number	School	Month and Year	Units	
			Quarter*	Semester

* All units on file are recorded as semester units. 1quarter unit equals 2/3 semester unit.

SECTION III.

I am submitting a total of _____ semester unit(s) for approval. It is understood that should I be unable to complete the work, or if I fail to submit an official transcript verifying the units completed by January 31. I will not be eligible for the stipend.

Date: _____ Signed: _____

-----Office Use Only-----

Approved []

Disapproved []

Returned for Certificate []

RECLASSIFICATION REQUEST

Date Submitted:

Name:	Job Title:
Supervisor:	Title:

I have reviewed my current job description and have found difference in the following areas (attach current job description):

Examples of new duties/responsibilities

Please note - Pursuant to Article 14.3.2 of the bargaining contract, *workload increases will not be considered a basis for reclassification. (“Workload” means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification.)*:

--

Distinguishing Characteristics:

--

New Job Requirements and New Qualifications:

--

Additional Comments:

--

Signature of Supervisor

Date

Signature of Employee

Date

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