

MASTER CONTRACT

between

SOLANO COUNTY OFFICE OF EDUCATION/  
SOLANO COUNTY SUPERINTENDENT OF SCHOOLS

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME)/PUBLIC EMPLOYEES UNION, LOCAL 1

July 1, 2022 – June 30, 2025

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ARTICLE 1

AGREEMENT

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME)//PUBLIC EMPLOYEES UNION, LOCAL 1

This Agreement shall remain in full force from July 1, 2022, through June 30, 2025.

In the interest of continuing the collaborative process and to promote the highest quality collective bargaining agreements, Solano School Bus Drivers/Public Employees Union, Local 1, or the Solano County Office of Education may request discussions on any issue at any time with the understanding that contract language may be changed only by mutual agreement.


The articles and provisions contained herein constitute an Agreement by and between the Solano County Superintendent of Schools, hereinafter referred to as County Office, and the Solano School Bus Drivers/Public Employees Union, Local 1, hereinafter referred to as Union.

Changes and additions have been made to the following article(s):

1. Article 14 – Uniforms
2. Article 15 – Salary and Benefits


IN WITNESS WHEREOF, the Solano County Superintendent of Schools and the Union enter into this Agreement.

SOLANO COUNTY SUPERINTENDENT OF SCHOOLS

  
Digitally signed by Lisette  
Estrella-Henderson  
Date: 2024.05.31  
10:40:13 -07'00'

By \_\_\_\_\_  
Lisette Estrella-Henderson  
Solano County Superintendent of Schools

SOLANO SCHOOL BUS DRIVERS/PUBLIC EMPLOYEES UNION, LOCAL 1

By  \_\_\_\_\_  
Jessica Ortiz  
AFSCME/Public  
Employees Union, Local 1

\_\_\_\_\_  
RATIFIED

## ARTICLE 2

### RECOGNITION

The Solano County Office of Education hereby acknowledges that the Public Employees Union, Local 1 is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A. Expansion of the bargaining unit shall be by mutual agreement of the Solano County Office of Education and AFSCME/PEU LOCAL 1, subject to the rules of Public Employees Relations Board.

## ARTICLE 3

### SCOPE OF REPRESENTATION

Scope of Representation shall be as provided in Government Code 3543.2 (amended). Nothing herein may be construed to limit the right of the County Office to consult with Union on any matter outside the scope of representation.

## ARTICLE 4

### MEMBERSHIP

#### Maintenance of Membership

- 4.1 The Solano County Office of Education (SCOE) will notice each new employee hired into a classification in any of the bargaining units represented by American Federation of State, County and Municipal Employees/Public Employees Union, Local 1 (AFSCME/PEU LOCAL 1) in the SCOE's Offer of Employment Letter that the employee's classification is represented by the Union.
- 4.2 The Union will provide fair and nondiscriminatory representation to all employees regardless of whether or not they are members of the Union.
- 4.3 Payroll Deductions, Dues and Fees
- 4.3.1 Payment of dues shall be by payroll deduction. Upon receipt of written certification by AFSCME/PEU LOCAL 1 that an employee has signed a deduction authorization, the SCOE will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union and will remit such dues or fees to AFSCME/PEU LOCAL 1. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following SCOE's receipt of the written certification of authorization, as long as the written authorization is provided before 5:00 p.m. the Friday before the end of the pay period.
- 4.3.2 In accordance with Government Code section 3502.5(b), Union agrees to hold SCOE harmless from all claims, demands, suits, or other forms of liability that may arise against the SCOE for or on account of any deduction made from the wages of such employees pursuant to this Side Letter or pursuant to the MOU.
- 4.4 The Solano County Office of Education shall make available electronically updated Bargaining Unit information to AFSCME/PEU LOCAL 1 by July 15<sup>th</sup> and January 15<sup>th</sup> each year or upon request from the Union for an additional update. Subject to the provisions of Government Code Sections 3558 and 6254.3, the updated information shall include name, job title, work location, home address, work, home and personal cell phone number and personal email address on file with the Solano County Office of Education for employees represented by the bargaining unit. If the Solano County Office of Education does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided.

## ARTICLE 5

### UNION RIGHTS

#### 5.1 Union Rights

- 5.1.1 Upon request of Union, the County Office, within reasonable time, shall supply copies of any public information necessary for Union to fulfill its role as the exclusive representative. Material will be made available at the same charge as the public is charged, if any.
- 5.1.2 The County Office permits information or notices concerning Union matters to be channeled through the County Office mail system without charge to Union.
- 5.1.3 Upon request of Union, the County Office will supply, within a reasonable time, a complete "hire date" seniority roster of all bargaining unit employees.
- 5.1.4 The County Office permits Union to use, without charge, bulletin boards and its facilities for meetings at times agreed by both the County Office and Union.

#### 5.2 Conference/Association Release Time

- 5.2.1 The County Office agrees to release one (1) unit member to attend the Union Annual Conference without loss of pay for five (5) days.
- 5.2.2 The Superintendent may grant up to ten (10) days of leave for Union business.  
  
Union will compensate the County Office when a substitute is employed.
- 5.2.3 Reasonable access to employee work locations shall be granted to officers of AFSCME/PEU LOCAL 1 and their officially designated representatives for the purpose of processing grievances or contacting members of AFSCME/PEU LOCAL 1 concerning business within the scope of representation. Such officers or representatives shall not enter any work location without notification of the SCOE administration or where the authority has been delegated by the SCOE administration, the SCOE administration's representative. Access shall not interfere with the normal operations of the department or with established safety or security requirements.

#### 5.3 Orientation Meeting

- 5.3.1 On a date mutually agreed upon, the Union and the County Office shall conduct an orientation meeting which all employees covered by this Agreement and all persons who supervise such employees shall be expected,

if possible, to attend; both the Union and the County Office shall explain the parts of this Agreement that are important to employees and their supervisors. The meeting(s) shall be scheduled as much as possible so as not to interfere with work schedules. Those required to leave their workplaces shall not suffer loss of pay.

#### 5.4 New Employee Orientation

- 5.4.1 SCOE shall provide written notice to AFSCME/PEU LOCAL 1 of all new employee orientations at least ten (10) calendar days prior to the event. SCOE may provide less than ten (10) calendar days' notice to AFSCME/PEU LOCAL 1 in instances where there is an urgent need or other unforeseen circumstances to SCOE's operations. In the event that SCOE provides less than ten (10) calendar days' notice, and AFSCME/PEU LOCAL 1 is unable to attend the orientation because of the short notice, AFSCME/PEU LOCAL 1 will be provided with the opportunity to meet with new employees within five (5) calendar days of the orientation for up to thirty (30) minutes. A new hire will be directly contacted by a AFSCME/PEU LOCAL 1 Representative to schedule said meeting.
- 5.4.2. If it is a person other than a AFSCME/PEU LOCAL 1 Business Agent, AFSCME/PEU LOCAL 1 shall designate a specific representative who will serve as the contact for New Employee Orientation (NEO) related matters. AFSCME/PEU LOCAL 1 shall be responsible for updating SCOE of any changes to the designated contact person for the SCOE Unit.
- 5.4.3. As part of the new hire notification, SCOE will provide the Union with the name, job title, work location, home address, work, home and personal cell phone number and personal email address on file with SCOE. If SCOE does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided.
- 5.4.4 During the SCOE orientation, a AFSCME/PEU LOCAL 1 representative shall be allowed up to thirty (30) minutes to meet with the new employee and provide new hire Union packets, which shall include at a minimum:
- Membership Forms/Dues
  - Union Officer Contact Information
- 5.4.5 A AFSCME/PEU LOCAL 1 representative shall review membership forms with the new hire and return the form to Human Resources within five (5) calendar days.
- 5.4.6 SCOE shall subsequently provide updated bargaining unit information to AFSCME/PEU LOCAL 1 by July 15th and January 15th of each year or upon request from AFSCME/PEU LOCAL 1 for an additional update. The updated information shall include the name, job title, work location, home address, home and personal cell phone number and personal email address on file with SCOE. If SCOE does not have the home and personal cell



phone number or the personal email address on file, this information shall not be provided.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### 6.1 Definitions

- 6.1.1 A "grievance" is defined as any complaint of an employee, employees, or Union involving the interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 6.1.2 A "grievant" is the person(s) stating the grievance.
- 6.1.3 "Day" shall mean a regular workday an employee is required to work.
- 6.1.4 "Department" refers to Transportation.
- 6.1.5 An employee is entitled to representation at all levels, if employee so desires.
- 6.1.6 "School hours" are the hours when the grievant(s) is with students.

#### 6.2 Procedures

- 6.2.1 Level One:
- a. The grievant(s) will initiate a grievance to his/her immediate supervisor(s) with the objective of resolving the matter informally. The grievance needs to be referenced by that part of the Agreement that the grievant(s) claims is being violated.
  - b. Grievances will be initiated in writing to immediate supervisor(s) within fifteen (15) days of the event or knowledge of event giving rise to the grievance.
  - c. Once a grievance is issued by a grievant(s) to the immediate supervisor(s), the following may occur:
    - i. Within ten (10) days, the supervisor(s) will meet with the grievant(s) and discuss those areas in the Agreement under grievance. The response will be in writing and given to the grievant(s) within five (5) days of the meeting for his/her signature of receipt.

- d. If the grievance deals with a dispute over salary or benefits or any other item over which the supervisor has no control, the grievance may be initiated at Level Two.

6.2.2 Level Two:

- a. The grievant(s) shall be able to proceed to Level Two if either of the following exists:
  - i. The grievant(s) is not satisfied with the disposition of the grievance at Level One.
  - ii. No written decision has been rendered within five (5) days after the Level One meeting.
- b. The grievant(s) shall file a grievance in writing simultaneously with the department head and Union representative within fifteen (15) days after submission of original grievance.
- c. Within ten (10) days after receipt of a written grievance, the department head will meet with the grievant(s), a representative of the Union, or both, in an effort to resolve the grievance.
- d. Within five (5) days following the meeting, the department head will respond in writing to those areas in the Agreement being grieved. The response will be given to the grievant(s) for his/her signature of receipt and a copy sent to the Union president.

6.2.3 Level Three:

- a. The grievant(s) may submit his/her grievance in writing to the Superintendent or designee for review if the following occurs:
  - i. The grievant(s) is not satisfied with the disposition of the grievance at Level Two.
  - ii. No written decision has been rendered within five (5) days after the Level Two meeting with the department head.
- b. Within ten (10) days after receipt of written grievance, the Superintendent or designee will meet with the grievant(s), a representative of the Union, or both, in an effort to resolve the grievance.
- c. Within ten (10) days following the meeting, the Superintendent or designee will respond in writing to those areas in the Agreement being grieved. The response will be given to the grievant(s) for his/her signature of receipt and a copy sent to the Union president.

6.2.4 Level Four:

- a. If the grievant(s) or Union representative is not satisfied with the disposition at Level Three, or if no decision was rendered after the grievance was delivered to the Superintendent, the grievant(s) may, within ten (10) days after a decision, request in writing that the grievance be submitted to advisory arbitration. The Union shall retain the right to determine which grievances may proceed to arbitration.
- b. Within ten (10) days after such written notice of submission to advisory arbitration, the County Office and Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representative of the County Office and the Union and hold hearings promptly and shall issue an award as soon as possible from close of hearings or, if oral hearings have been waived, as soon as possible after final statements and proofs on issues are submitted to him/her. The arbitrator's recommendation shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on issues submitted.
- d. The award of the arbitrator shall be final unless overturned by the Board/Superintendent within thirty (30) days of the rendering thereof. Should the Board/Superintendent overturn the arbitrator, the Board/Superintendent will pay the costs of the arbitrator.

6.3 Miscellaneous

- 6.3.1 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6.3.2 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in harm to grievant(s), the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year. Timelines may also be extended through mutual agreement.

- 6.3.3 The processing of a grievance shall be held, insofar as possible, at times other than school hours. When it is absolutely necessary to involve school time, the grievant(s) and Union representative shall be released without loss of pay or benefits.
- 6.3.4 All parties to the grievance will make available to other parties involved all pertinent information, not privileged under the law, in its possession or control which is relevant to the issue by the grievance.
- 6.3.5 All costs for the services of arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and cost of any hearing room will be borne equally by the parties. All other costs will be borne by the party incurring them.
- 6.3.6 Union representatives shall have access to all areas in which employees work in order to prepare, investigate, and process grievances.

#### 6.4 Group Grievances

- 6.4.1 If the grievance involves more than one employee and/or employees with different immediate supervisors, the grievance may be filed at Level Three.

#### 6.5 Employee-Processed Grievance

- 6.5.1 Union shall be provided copies of any grievance filed by employees directly and any responses by the County Office. Prior to any resolution of any grievance, Union shall be provided with a copy of the proposed resolution for review. Union will be given an opportunity to file a written response to the proposed resolution.

#### 6.6 Complaints

- 6.6.1 When an employee does not have grounds for a grievance but believes she/he has been treated unfairly, the employee may use the complaint procedure in the Administrative Policies and Procedures manual (policy 4360.2).

#### 6.7 Union Grievances

- 6.7.1 The Union may initiate a grievance beginning at Level Three should the need arise. The field representative may act on behalf of the Union beginning at this level.

## ARTICLE 7

### TRANSFERS

#### 7.1 Transfer of Employee

- 7.1.1 Transfer is the movement of an employee from one position to another position not involving a change in classification and therefore retaining the same salary placement.
- 7.1.2 A transfer may be made by the County Superintendent of Schools at any time. Upon employee request, a rationale regarding the reason for transfer will be provided by the Superintendent or designee.
- 7.1.3 An employee may request a transfer by following the procedure set forth herein:
- a. Submit a completed transfer request form to the Human Resources Department indicating the proposed area of transfer with a copy to the employee's present department head. A request for transfer may be submitted at any time.
    - i. If there is an opening in the proposed area of transfer, the employee will be interviewed by the department head prior to external applicants being considered. The most senior qualified employee (based on past performance and interview) will be transferred. In the event the employee is not chosen for the opening, he/she will be notified.
    - ii. Effective April 30, all requests for transfers will be purged from the file. As of May 1 of each year, employees still desiring a transfer must submit a new transfer request.
    - iii. An employee on paid leave who has indicated a desire to transfer during the period of vacancy posting shall be mailed a copy of the vacancy.
    - iv. An employee on leave shall have the right to have his/her job representative file for the transfer on his/her behalf.
- 7.1.4 Known vacancies open for transfer shall be posted in a designated area by the County Superintendent for not less than five (5) working days at all work locations prior to public announcement. Employees employed at sites other than the Central Office, Larsen Center, Golden Hills, Juvenile Hall School, T.C. McDaniel Center, and Transportation shall have the notice mailed to their home provided they have requested such notification in writing.

7.1.5 Notice Contents: The job vacancy notice shall include: the job title, a brief description of the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

## ARTICLE 8

### PROMOTIONS

#### 8.1 Definition

8.1.1 "Promotion" is the upward movement of an employee from one position to another position involving a change of classification.

#### 8.2 Procedures

8.2.1 Known vacancies open for promotion shall be posted by the County Superintendent for not less than five (5) working days at the Transportation Office prior to public announcement.

An employee may apply for promotion to that position by filing a written application with the Human Resources Department. An employee is eligible for an interview by the selection committee providing he/she meets the necessary job criteria.

a. In the event the employee is not chosen for the position, the employee will be notified. Upon employee request, a rationale will be provided.

8.2.2 Notice Contents: The job vacancy notice shall include: the job title, a brief description of the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

8.2.3 Probationary Period: An employee who is promoted shall serve a probationary period of six (6) work months or 130 days of paid service, whichever is highest, in the higher classification. Should a permanent employee who is serving a probationary period as a result of a promotion be found unsatisfactory in the higher position, or should the permanent employee find the higher position unsatisfactory, he/she shall be reinstated into permanent status of the former classification, unless there is cause for dismissal.



## ARTICLE 9

### HOURS OF EMPLOYMENT

#### 9.1 Definitions

- 9.1.1 "Regular full-time position" shall mean a position established on a permanent, year-round basis requiring work on a regular schedule of at least thirty-five (35) hours per week.
- 9.1.2 "Regular part-time position" shall mean a position established on a permanent, year-round basis requiring work on a regular schedule of less than thirty-five (35) hours per week. Regularly employed part-time classified employees shall be entitled to sick leave and all other benefits contained herein, and all vacation, maternity, and other leaves and benefits. Such leaves and benefits may be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to seven (7) hours per day, thirty-five (35) hours per calendar week, calendar weeks per month, or twelve (12) calendar months during the school year.
- 9.1.3 The "workweek" for full-time positions shall consist of five (5) consecutive days, Monday through Friday, or seven (7) hours per day and thirty-five (35) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the County Office.
- 9.1.4 "Workday." The workday for drivers will be those hours required to perform the assignment as determined by management.
- a. Bus driver duties/hours will be assigned by management on the basis of seniority and the demonstrated ability to perform those tasks required by the route assignment.
  - b. Hours beyond the regular school year will be considered as extended school year.
- 9.1.5 Prior to the close of the current school year, management and Union will meet to discuss, review, and develop the school calendar for the following year.
- 9.1.6 A minimum of one non-student day shall be scheduled prior to students' arrival at the beginning of each school year. This day shall be designated for in-service.

## 9.2 Notice of Employment

- 9.2.1 By September 30, each employee will receive a Notice of Employment indicating number of hours to be worked per day, paid holidays, paid vacation days, salary, and days per year to be employed.
- 9.2.2 For new employees, a bus driver's handbook, a copy of this contract, and a copy of the new employee's job description will be provided at the New Employee Orientation.

## 9.3 Adjustment of Assigned Time

- 9.3.1 Any employee who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.
- 9.3.2 A driver assigned to an established route shall have their hours immediately adjusted when assigned to that route. The length of the established route shall be based on GPS. The length of the established route is defined as a twenty (20) day average using GPS.
- 9.3.3 Any employee who works an average of fifty (50) minutes or more per day in excess of his/her regular part-time assignment in any quarter, the hours paid per day for compensable leave and holidays in the succeeding quarter shall be the equivalent to the average hours paid per day in the preceding quarter excluding overtime.

## 9.4 Increase in Hours

- 9.4.1 When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

## 9.5 Inconsistent Duties Compensation

- 9.5.1 An employee may be temporarily assigned the duties and responsibilities of a higher classification if such duties reasonably relate to those fixed for the position, but in no case may such a change be in effect for more than four (4) working days within fifteen (15) calendar days without an appropriate change in salary. Employees temporarily assigned duties and responsibilities outside the bargaining unit shall be compensated beginning day one (1). Inconsistent duty compensation shall be at the pay range of the position that is being filled with a guarantee of two and one-half percent (2-1/2%) pay increase above his or her regular pay.

9.6 Lunch Periods

9.6.1 All employees covered by this Agreement shall be entitled to an uninterrupted lunch period. The length of time for such lunch will be as reasonable as possible given the job classification.

9.7 Rest Periods

9.7.1 All employees shall be granted reasonable rest periods in the middle of each work period that extends beyond three and three-quarter (3-3/4) hours worked. Every attempt by the County Office will be made to provide rest facilities.

9.7.2 Specified periods may be designated only when the operations of the County Office require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors.

9.7.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

9.8 Voting Time Off

9.8.1 If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the County Office shall arrange to allow sufficient time for such voting by the employee without loss of pay.

9.9 Overtime

9.9.1 Overtime for classified employees will be in accordance with the Fair Labor Standards Act. Payment for overtime will be submitted by timecards within thirty (30) days of time worked.

9.9.2 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all time worked. Overtime is defined to include any time worked in excess of eight (8) hours in any one day, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work. Overtime pay for holidays shall be two and one-half (2-1/2) times the regular rate of pay.

- 9.9.3 Overtime will be reported to the immediate supervisor or his/her designee on the day that such overtime occurred. When overtime is reported, justification for overtime will be presented in writing. If overtime is denied by the immediate supervisor, he/she will notify the employee in writing the reasons for the denial within three (3) working days of the reported overtime.
- 9.9.4 Equal distribution: Overtime shall be distributed and rotated as equally as is practical among employees.
- 9.9.5 Any employee shall have the right to reject any offer or request for overtime except in cases of extreme emergency.
- 9.10 Compensatory Time Off
  - 9.10.1 Compensatory time may only be taken in blocks of time equal to the individual bus driver's regular a.m./p.m. workday with prior written approval of the department head.
  - 9.10.2 Compensatory time off shall be taken at a time mutually acceptable to the employee and the County Office. Compensatory time earned in prior fiscal year and not taken will be paid off at the end of the current fiscal year. All compensatory time will be in accordance with the Fair Labor Standards Act.
- 9.11 Mileage Compensation During Temporary Assignments
  - 9.11.1 Any employee required by administration to work at a work site on temporary assignment which involves travel in a personal car from his/her normal work site shall be compensated for the total mileage difference between his/her normal work site and his/her temporary work site at the amount of the established mileage rate. Such compensation shall be paid to the employee when an expense claim is submitted. Meals and lodging to be paid as per County Office policy.
- 9.12 Minimum Call-In Time
  - 9.12.1 Any regular full-time employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours' pay at the appropriate rate of pay under this Agreement.
- 9.13 Call-Back Time
  - 9.13.1 Any employee called back to the work site after completion of his/her regular assignment and leaving work site shall be compensated for a minimum of two (2) hours at the overtime rate.

9.14 Hours Worked

9.14.1 For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

a. Management will establish sufficient bus routes with a guaranteed minimum seven (7) hours per day inclusive of thirty (30) minutes for clean and check for all drivers hired prior to September 1, 1994.

b. Bidding of Routes

Drivers will have an opportunity to bid on a seniority basis those routes and information current as of the start of the school year. Drivers will be advised of bidding opportunities for those routes that begin prior to the start of the regular school calendar.

In the event the driver is not able to attend the bidding session, the driver may submit his/her preference or have a designated representative in his/her place. The designated representative must be a member of the bargaining unit. Bidding will be monitored by the most senior driver and management. Pending the completion of routes, a pre-review may be set up prior to the bidding date.

The bid package shall include a description of the route including a prepared set of "lefts and rights."

Activities/exceptional students added after the start of the school year will be used to fill routes as determined by the supervisor. Management has a right to assign or delete students or assignments at any time as determined necessary. Whenever possible, routes will be balanced as to be in keeping with the guaranteed seven (7) hour workday.

Bidding for summer school routes shall be handled as above with the current unit members given preference over outside hires. In order to be considered for summer work, current unit members must sign up for this work on or before April 15. Unit members who indicate such desire may be required to work during the summer.

c. Drivers may be required to drive more than their assigned six and one-half (6-1/2) hour driving time due to adverse weather, road conditions, emergency route changes, breakdowns, or driver's assistance. This time may overlap into the bus cleaning/check-out time. All assigned time and any time worked over NOE in excess of one (1) hour per week can be charged as straight time or overtime, whichever may occur.

- d. In the event that a route is dissolved, after a minimum of sixty (60) days, a re-bid process shall occur based on seniority. The driver whose route has been dissolved may choose to be an itinerant driver, if there are no open routes, without loss of hours.

## ARTICLE 10

### LAYOFF/REEMPLOYMENT

#### 10.1 Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with Compulsory Leaves (see 10.3). Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employees designated for layoff.

10.1.1 Definition of seniority is date of hire in a class.

10.1.2 Bumping rights: An employee laid off from his/her present class may bump into the next lower class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff.

10.1.3 Layoff in lieu of bumping: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

10.1.4 Equal seniority: If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot. Laid off persons are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in preference to new applicants in the reverse order of layoff.

a. In addition, such persons laid off have the right to participate in promotional examinations within the County Office during the thirty-nine (39) months.

b. An employee on a reemployment list shall be notified of promotional opportunities in accordance with the provisions provided in Promotions (see 8.2.1).

10.1.5 Employees who take voluntary demotions or voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

10.1.6 If the employee refuses an offer back to his/her former position, the provision shall not apply. In the event the County Office and employee agree to waive the seniority right to call back in a given class, the employee will remain eligible for the next position opening.

## 10.2 Break in Service

- 10.2.1 No absence under any paid leave provisions of this article shall be considered as a break in service for any employee in the bargaining unit who is in paid status, and all benefits occurring under the provisions of this Agreement shall continue to accrue under such absence.
- 10.2.2 No period of unpaid absence of less than 120 workdays shall be considered a break in service for the purpose of earning seniority under this Agreement. During such time, the individual will not accrue vacation, sick leave, holidays, or other leave benefits.
- 10.2.3 Upon return, all time during which an individual in the bargaining unit is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

## 10.3 Compulsory Leaves

- 10.3.1 Whenever it becomes necessary to reduce the number of classified employees because of lack of work or lack of funds, the Superintendent shall recommend the specific classifications to be discontinued.
- 10.3.2 Whenever, for any of the reasons set forth above, it becomes necessary to layoff classified personnel, such layoff shall be based on seniority within the class. Seniority shall be determined by the total number of hours the employee has been in a paid status within the class, plus higher classes, exclusive of any overtime hours.
  - a. Hours in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service, except service in restricted positions.
- 10.3.3 Employees shall be notified in writing at least thirty (30) days prior to the date of layoff, and the notice shall contain the reason therefore.

## 10.4 Reemployment Rights

- 10.4.1 Reemployment shall be in the reverse order of layoff.
- 10.4.2 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the County Office during the period of thirty-nine (39) months.



- a. Reinstatement from service retirement: Any person subject to being laid off for lack of work or lack of funds and who elected service retirement from Public Employees' Retirement System shall be placed on an appropriate reemployment list.
  - 1) The County Office shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the employee accepts, in writing, an appropriate vacant position, the County Office shall maintain the vacancy until the Board of Administration of PERS has properly processed his/her request for reinstatement from retirement.

10.4.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

10.5 Substitute - Short-Term Employees

10.5.1 No permanent or probationary classified employee shall be laid off from any position while employees serving under substitute or short-term appointments are retained in positions in the same classification.

## ARTICLE 11

### LEAVES

#### 11.1 Bereavement Leave

11.1.1 Each member shall be entitled to leave of absence with pay of four (4) days, or five (5) days if travel extends beyond 300 miles or out of state, on account of death of any member of the member's immediate family. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, daughter-in-law, father-in-law, son-in-law, grandfather, grandmother, grandchild, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, any person living in the immediate household of the employee, and any other person of significant personal relationship with the approval of the Superintendent. Additional leave for bereavement may be taken as personal necessity leave (Section 11.10).

#### 11.2 Jury Duty

11.2.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The County Office shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

11.2.2 The amount of such leave shall be limited to the period of time for which the member is actually required to be present at the court to perform as a juror, plus a reasonable amount of travel and waiting time. Employees are required to return to work during any day if two or more hours of the regular workday remain after the jury duty ends.

#### 11.3 Judicial and Official Appearances

11.3.1 Members shall be entitled to leaves of absence to appear as a witness in court other than as a litigant or to respond to an official order from a public agency, board, commission, or tribunal for reasons not brought about through the connivance or misconduct of the member. The amount of such leave shall be limited to the period of time for which the member is actually required to be present at the court as a witness or before the agency, board, commission, or tribunal, plus a reasonable amount of travel and waiting time. No leave shall be granted unless the member is required to appear by a subpoena or equivalent order and a copy submitted.

11.3.2 Leave shall be with pay up to the amount of the difference between the employee's regular earnings and the amount to which the member is entitled for appearance fees, but the member is required to make claim for, collect, and pay to the County Superintendent of Schools all funds he/she is entitled to for appearance fees.

#### 11.4 Military Leave

11.4.1 An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

#### 11.5 Sick Leave

11.5.1 An employee employed five (5) days a week by the County Office shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the County Office, with full pay for a fiscal year of service.

11.5.2 An employee employed five (5) days a week who is employed for less than a full fiscal year is entitled to that portion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

11.5.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that portion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).

a. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that portion of leave of absence for illness or injury to which they are entitled.

11.5.4 Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day of illness.

11.5.5 Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the County Office shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first calendar month after completion of six (6) months of active service with the County Office.

11.5.6 If an employee does not take the full amount of sick leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

11.5.7 The employee may convert unused sick leave at the time of termination to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the employee is filing a request for retirement.

## 11.6 Maternity Leave

11.6.1 When under doctor's care and unable to work, an employee is entitled to use accumulated sick leave during absences due to disability pregnancy, childbirth, and recovery therefrom. Such absences shall be treated in the same manner as any other temporary disability under the sick leave provisions contained herein. All employment practices shall treat disability due to pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions as are applied to other temporary disabilities.

11.6.2 An employee may elect to take an unpaid maternity leave at any time during her pregnancy. Such leave shall be without pay except as provided in Section 11.6.1 above. Prior to return, the employee shall give two (2) weeks notice of intention to return.

## 11.7 Paternity Leave

11.7.1 An employee in the bargaining unit will be allowed two (2) days of paternity leave with pay to be taken on the day immediately before, during, or after delivery of the child. The unit member will be allowed to take up to three (3) additional days of sick leave in order to extend this leave to five (5) days.

## 11.8 Paid Parental Leave

Parental Leave shall be defined as benefits provided for by section 45196.1 of the California Education Code for absences necessitated by birth of a child of the employee, or placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

11.8.1 An employee shall first use his or her sick leave for purposes of parental leave for up to twelve (12) weeks.

a. Pursuant to Education Code section 44977.5, in order to be eligible for Parental Leave, the employee must have worked for SCOE for at least twelve (12) months but is not required to have at least 1,250 hours of service during the previous one-year (twelve months) period.

11.8.2 Employees hold the right to request Parental Leave via these provisions. During the designated twelve (12) week paid Parental Leave, should an employee exhaust all sick leave available to them, the employee shall then receive fifty percent (50%) of base pay for the duration of the twelve (12) week period of Parental Leave.

- a. The twelve (12) weeks of parental leave shall be reduced by any period of sick leave, including all accumulated sick leave, taken during the period of parental leave.
  - i. For birthing mothers, the twelve (12) week parental leave shall commence at the conclusion of any pregnancy disability leave.
  - ii. For non-birthing parents, the twelve (12) week parental leave shall commence on the first day of such leave.
- b. An employee may not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.
- c. An employee may take their parental leave in intermittent periods within the twelve (12) month period; the aggregate amount of leave taken shall not exceed twelve (12) work weeks within the twelve (12) month period. Should intermittent leave be taken it must be taken in two-week increments.
- d. If a school year concludes before the twelve (12) work week period is exhausted, the employee may take the balance of their twelve (12) work week period in a subsequent school year, as long as the twelve (12) month period of time has not ended.
- e. Pursuant to the California Family Rights Act (CFRA), Parental Leave must be completed within one year of the birth, adoption, or foster care placement of a child.
- f. The remaining Articles shall be adjusted as follows:

AFSCME/PEU LOCAL 1 current Article 11.8 Industrial Accident becomes 11.9, Article 11.9 Long Term Sick Leave becomes 11.10, Article 11.10 Personal Necessity Leave becomes Article 11.11, Article 11.11 Leave without Pay 11.12.

## 11.9 Industrial Accident and Illness Leave

- 11.9.1 In addition to any other benefits that an employee may be entitled to under the workers' compensation laws of this state, employees shall be entitled to the following benefits:
  - a. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

- b. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- c. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.
- d. Any time an employee on industrial accident and illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

#### 11.10 Long-Term Sick Leave

- 11.10.1 A permanent employee is eligible for long-term sick leave effective the first day of the extended leave provided that all paid sick leave benefits have been exhausted, three (3) consecutive days of absence occur, and a doctor's order is presented to the Human Resources Department indicating that the employee has been unable to work.
  - a. Subsequent absences caused by the same illness (e.g., follow-up visits to the doctor) will, upon presentation of a written doctor's excuse, be covered under extended leave even if the absence is for less than three (3) days.
- 11.10.2 Up to 100 days of paid, long-term sick leave in addition to those required by the Sick Leave section (11.5) of this article shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

#### 11.11 Personal Necessity Leave

- 11.11.1 Any employee may use, at his/her election, not more than eight (8) days of earned and unused sick leave benefits in one (1) year in the following cases of personal emergency or necessity. This benefit is in addition to bereavement leave and leave for court appearance other than as a litigant under a court order.

- a. Death of a member of the immediate family. Immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, any person living in the immediate household of the employee, and any other person of significant personal relationship with the approval of the Superintendent. In addition to the bereavement leave benefits, additional days of personal necessity or emergency leave may be granted when emergency problems such as travel or settling an estate may require the employee's absence beyond the standard bereavement allowance.
  - b. Accident involving the employee's person or property, or the person or property of his/her immediate family, as defined above, of such an emergent nature that the immediate presence of the employee is required during his/her workday.
  - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction or any appearance not covered under Judicial and Official Appearances (11.3).
  - d. Serious or critical illness of a member of the immediate family, as defined above, which calls for the services of a physician and which can be verified. Such illness must be of an emergent nature requiring the immediate presence of the employee during the workday.
  - e. Personal business that cannot be handled during other than normal business hours.
  - f. Religious holiday.
- 11.11.2 An employee desiring to use leave provided herein, upon request, shall submit adequate proof that necessity does, in fact, exist. Such submission shall be required only in the case of suspected abuse.
- 11.11.3 For midday runs, if two (2) employees agree to cover for each other, they may, provided the leave qualifies under personal necessity, reciprocate for each other with prior approval of the supervisor. One employee may cover for another employee only if the covering employee is not already assigned for that period of time. The office assumes no responsibility for keeping records of these agreements.
- a. If a substitute is needed, the employee will be charged personal necessity for the time the substitute is called in.
  - b. In case of extreme emergency, the advance notice may be waived.

11.11.4 Personal Business Leave

Two (2) days per year, without justification, to be deducted from personal necessity leave. Personal business leave shall not be accrued year to year. Personal business leave may not be used for recreation or withholding of service.

11.11.5 Emergency Leave

If as the result of a natural phenomena (flood, earthquake, etc.) a unit member is unable to physically reach his/her assigned duty station, the unit member shall make every reasonable effort to inform his/her immediate supervisor or the Solano County Office of Education. If an appropriate alternate work site is not available or the unit member is unable to contact his/her immediate supervisor or the Solano County Office of Education, the unit member may elect to use one of the following options in lieu of loss of pay: sick leave, personal necessity leave, accumulated compensatory time, vacation, or other solution that is mutually agreed upon between the unit member and the Superintendent.

11.11.6 Catastrophic Leave

On a case-by-case basis and with mutual agreement between Solano School Bus Drivers/AFSCME/PEU LOCAL 1 and the County Office, any employee may donate up to 40 hours accumulated and unused sick leave to another unit member who has suffered a long-term illness or disability and who has exhausted all fully paid leaves.

Employees must maintain 24 days for themselves after donation to another unit member.

Donated sick leave shall be converted for utilization on an hour-for-hour basis, meaning the recipient shall be paid at his/her regular rate of pay.

The recipient shall utilize donated sick leave by lottery, exhausting all hours donated by one unit member before beginning to utilize hours donated by another unit member. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.

Such forms as may be necessary to properly document and administer the provisions of this section shall be mutually agreed to by Solano School Bus Drivers/AFSCME/PEU LOCAL 1, and the County Office and shall be provided by the County Office.



## 11.12 Leaves Without Pay

- 11.12.1 A leave of absence without pay may be granted for a period of up to one (1) year for any of the following reasons:
- a. Illness or disability
  - b. Maternity/paternity
    - i. Maternity/paternity to begin the day the child is delivered or in the case of adoption, the day the child arrives in the home.
  - c. Bereavement
  - d. To take a course of study or retraining
  - e. Other reasons acceptable to the County Superintendent
- 11.12.2 Accrual of benefits: Benefits shall not accrue while an employee is on leave of absence without pay.
- 11.12.3 Early return from leave: Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the employee shall request a returning date. Every effort will be made to accommodate the employee by the County Superintendent.
- 11.12.4 Revocation of leave: A leave of absence may be revoked by the County Superintendent upon evidence that the cause for requesting leave was misrepresented or has ceased to exist.
- 11.12.5 Unauthorized leave: Failure to return at the expiration of a leave of absence, or being absent without leave, shall be considered as an automatic resignation. Such a resignation may be rescinded by the County Superintendent if the employee presents satisfactory reasons for his/her absence within three (3) days from the date the automatic resignation became effective. Unnotified absence will result in leave without pay.
- 11.12.6 Short-term leaves of absence: Department heads may recommend an absence without pay for any permanent employee for a period of time not to exceed thirty (30) calendar days at the approval of the County Superintendent. The department head shall immediately notify the County Superintendent specifically the reasons for the request, the date when the leave of absence is desired to begin, and the probable date of return. Successive leaves beyond the thirty (30) days may not be granted by the department heads. A leave of absence without pay may be granted by the County Superintendent for a period not to exceed six (6) months provided the request for extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave.

- 11.12.7 Long-term leaves of absence: The County Superintendent may grant a long-term leave of absence without pay for a period not to exceed one (1) year. At the conclusion of the initial period for which granted, such leave may be extended by the County Superintendent for an additional period not to exceed one (1) year.
- a. Such leaves shall be granted only for purposes which are in the best interests of the Office of the Solano County Superintendent of Schools.
  - b. Upon return from leave of absence after the time originally specified for the leave, the employee shall be reinstated to a position equivalent in duties and salary to that which he/she held at the time that his/her request for leave was granted, provided that such a position is available; otherwise, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months and shall be reemployed in the first vacancy in his/her classification with preference over all other applicants except for those laid off for lack of work or lack of funds.
  - c. A permanent classified employee who, because of non-industrial accident or illness, has exhausted all entitlements to paid and unpaid leaves of absence, shall be placed on a reemployment list for a period of thirty-nine (39) months. If at any time during the thirty-nine (39) months the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in his/her classification with preference over all other applicants except for those laid off for lack of work or lack of funds.
- 11.12.8 Health and dental insurance during unpaid leave: Any employee shall be entitled to maintain in force the health and dental insurance in effect at the commencement of any leave. While on unpaid leave, the employee will be required to prepay the cost of such insurance premiums.
- 11.12.9 Retraining and study leave: An unpaid leave of absence for study/retraining may be granted by the Superintendent to any member of the bargaining unit.
- a. Such leave of absence may be taken in the following ways:
    - i. A six-month (6-month) period
    - ii. A continuous one-year (1-year) period
    - iii. A three-year (3-year) period
  - b. Study leave may only be granted to an individual who has served a minimum of three (3) consecutive years of service preceding granting of the leave.

- c. The Superintendent may prescribe standards of service that shall entitle the employee to the leave of absence.
- d. Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing earned vacation pay, sick leave, holiday pay, or seniority except as applies to Section 10.2 (Break in Service).

## ARTICLE 12

### EMPLOYEE EVALUATIONS

#### 12.1 Purpose

It is understood and agreed that the principal objective is to maintain or improve the quality of professional skills. It is further agreed that management will assist all unit members in improving their professional skills. Unless mutually agreed upon, the following procedures are the only procedures for preparing a formal evaluation of the unit member by management.

#### 12.2 Performance Evaluation

Every employee shall participate in an evaluation of his/her job performance at least every other calendar year, not later than the employee's hire date. The evaluation will be completed in type written form on the appropriate employee evaluation form attached herein as Appendix B. A copy of the evaluation will be given to the employee at the time the conference is taking place. The employee shall be given an opportunity during normal working hours without loss of pay to initial and date the material and to prepare a written response to such material. Employees determined to be below standard will be reevaluated and eligible for all rights within an eight-week (8-week) period following the last evaluation.

12.2.1 If the evaluator has not been the employee's immediate supervisor for the last three (3) months, the annual evaluation shall be done in collaboration with the former supervisor and/or the department head where possible.

12.2.2 Either the evaluator or the member may request additional evaluations provided the requesting party notifies the other thirty (30) calendar days in advance.

#### 12.3 Probationary Employees

Probationary employees will be evaluated within six (6) work months or 130 days in paid service, whichever is greater, beyond the initial date of employment, excluding extended school year.

#### 12.4 Confidentiality

All employee evaluations shall be kept in confidence between the supervisor and the employee and shall be available for inspection only to authorized employees of the County Office when actually necessary in the proper administration of the County Office's affairs. Employee evaluations shall be available for examination by the employee and/or his/her Union representative if authorized by the employee.

## 12.5 Negative/Derogatory Information

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the supervisor. No evaluation shall be made based upon hearsay statements but shall only be based upon County Office observation and knowledge of the evaluator. Any negative comments on the evaluation shall include specific examples and specific recommendations for improvements and provisions for assisting the employee in implementing the recommendations made. The employee shall have the right to review and respond to any derogatory evaluation. Evaluations shall be executed only upon the County Office classified evaluation form incorporated herein by reference of Appendix B on evaluation. Additional comments may be attached to the form when appropriate. Employee shall sign all attachments.

## 12.6 Personnel Files (Education Code Section 44031)

12.6.1 Contents and Inspection: Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

Such material is not to include ratings, reports, or records that were obtained prior to the employment of the person involved.

12.6.2 Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt.

12.6.3 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction provided that prior arrangements are made with the immediate supervisor.

12.6.4 Information will not be released to any government agency unless requested in writing. All responses to such requests will have prior approval by the department head. A copy of all information released will be forwarded to employee.

Materials submitted in writing to public agencies by Solano County Office of Education employees will have prior review and approval by management.

12.7 Public Complaints

- 12.7.1 If a member of the public brings a complaint against a member, the supervisor upon such notification will inform the employee. If an investigation is required, the member will be party to the investigation.
- 12.7.2 Charges against a member brought by a member of the public shall not be utilized for evaluation purposes unless and until the member has received a written copy of such charges, has an opportunity to refute such charges, and unless and until such charges have been proved to be in fact true.

## ARTICLE 13

### SAFETY

#### 13.1 District Compliance

- 13.1.1 It is understood and agreed that the principal objective is to maintain and improve safe working conditions for classified employees.
- 13.1.2 Should the employment duties of an employee reasonably require use of any equipment or gear to ensure the safety of the employee, the County Office will provide such equipment and gear.
- 13.1.3 The County Office safety committee shall be composed of equal representation of Union and the County Office. All safety committee members shall have release time to carry out their committee responsibilities.
- 13.1.4 All members shall work with the site administrator/supervisor to maintain safe and sanitary conditions in their work areas of responsibility.
- 13.1.5 Safe working conditions are to include adequate space for pupils and staff to work and move about easily. Safe working conditions shall be a priority.
- 13.1.6 All work areas shall be structurally sound, safely heated, ventilated and illuminated, and free from unacceptable noise levels. All members shall have access to work areas that meet the above standards. Access to adult bathrooms will be made available.
- 13.1.7 When a larger facility is utilized, enclosed storage space will be available to each member sufficient to store personal belongings and materials and files that may be harmful if allowed in the hands of unsupervised students/persons.
- 13.1.8 A telephone will be available for emergency calls.
- 13.1.9 Members shall immediately report cases of assault and/or battery suffered by them in connection with their employment to the principal, supervisor, or designee who shall immediately take appropriate action. Such notification shall provide the member with data within his/her possession and control which is pertinent to the incident in question, and the County Office shall act as liaison between the employee and other community agencies.

## ARTICLE 14

### UNIFORMS

- 14.1 Uniforms shall consist of approved matching shirts with collars and sleeves, vests, pants and may include outerwear such as jackets. Shirts and jackets shall have the Solano County Office of Education logo affixed. Pants or walking shorts shall consist of solid navy blue, black, or khaki color tones. These uniforms shall be worn by all unit members during hours of employment, including commuting to and from the worksite and lunch, but not while conducting personal business.
- 14.2 Each unit member is entitled to receive up to two hundred twenty-five (\$225.00) toward the purchase of five (5) new shirts with logos per year, one (1) of which shall be black. The Solano School Bus Drivers' Local 1 Leadership Team, and the Transportation Manager shall meet yearly to choose 4 additional colors for new shirts. No red or white colors will be selected for any component part of the uniform. Upon initial hire, unit members are entitled to receive up to one hundred thirty-five dollars (\$135.00) toward the purchase of three (3) additional shirts.
- 14.3 Each unit member is entitled to receive up to one hundred and fifty dollars (\$150.00) toward the purchase of one (1) approved jacket every three (3) years.
- 14.4 Unit members may voluntarily select uniforms that exceed the amounts listed in 14.2 and 14.3 but shall be responsible for the payment of such overage costs to the County Office.
- 14.5 Unit members shall be responsible for providing long pants or jeans, hemmed knee-length walking shorts (no cutoffs or cargo) in solid navy blue, black or khaki color tones. Pants must be neat, clean, and color acceptable, and without holes, tears, or rips at all times.



## ARTICLE 15

### EMPLOYEE BENEFITS AND SALARIES

#### 15.1 Holidays

15.1.1 The County Office agrees to provide all employees with fifteen (15) paid holidays. They are:

Independence Day  
Labor Day  
Veteran's Day  
Day before Thanksgiving (in lieu of Admission Day)  
Thanksgiving Day  
Day after Thanksgiving  
Winter Eve Day  
Winter Day  
New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
President's Day  
Spring Vacation Day  
Memorial Day

15.1.2 Bonus Day: Any employee using two or less sick days, inclusive of personal necessity and personal business, between July 1 and June 30 will be granted one additional day of paid leave.

#### 15.2 Holiday Eligibility

15.2.1 Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

15.2.2 Working the School Calendar

An employee working the school calendar and in paid status on the working day immediately preceding or succeeding the holiday period is to be paid for the holiday.

#### 15.3 Vacation Plan

15.3.1 Eligibility: All employees shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis--July 1 through June 30.

15.3.2 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

- a. Vacation accrual shall commence from the first day of employment. Regular full-time employees shall receive vacation benefits according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Credit Per Month of Continuous Service</u>
0 - 3	1 day per month
4 - 10	1-1/4 days per month
11+	1-2/3 days per month
16+	1 additional day per year (maximum 25 days)

- b. Every regular part-time employee shall receive vacation benefits in the same ratio to the vacation benefits received by a regular full-time employee with like months of consecutive service as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- c. An employee in paid status for less than one-half the working days in a month shall have his/her vacation credit prorated to one-half day in that month.
- d. An employee in a paid status for at least one-half of the working days in a month shall accrue a full month's vacation credit.
- e. Any person separating from this office who has not taken his/her earned vacation, if any, shall receive the daily equivalent of his/her salary in each day of earned vacation based on the pay rate in effect for such person on the last day actually worked [Education Code Section 45197(h)]. For purposes of this section, sick leave granted and accumulated compensatory time off with pay shall be counted as days worked.

15.3.3 Procedures:

- a. Vacations for employees who are assigned to ten-month or eleven-month work years shall be taken on specified dates during the time school is not in session.

- b. Employees assigned to twelve-month work years shall schedule their vacations at a mutually agreed upon time and with the approval of the department head. Before taking leave, one must obtain the Leave Verification form from the Human Resources Department, complete the form, and return it to the Human Resources Department. For anticipated leave, the Leave Verification form should be filed at least two (2) weeks prior to said leave. Unanticipated leave shall be treated on an individual basis between the employee and the department head or supervisor.
- c. Employees who have successfully completed their nine-month probation period may use their accumulated vacation.

15.3.4 Vacation pay: Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in working status.

15.3.5 Vacation pay upon termination: When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated, up to and including the effective date of the termination.

15.4 Fringe Benefits

15.4.1 Dental SCOE agrees to cover the cost of the Delta Dental premium for the term of the contract. If the rate increases more than 15% in one year, the parties agree to return to negotiate to discuss the economic impact.

Diagnostic & Prevention	100%
Basic	100%
Crowns and Casts	100%
Prosthodontics	50/50
Dental Accident	100%
Adult Orthodontics	75% (Maximum of \$1,000)
Child Orthodontics	75% (Maximum of \$1,000)

Any change in plan provider or coverages must be ratified through the collective bargaining process.

Effective July 1, 2018, SCOE agrees to pay the 2018-2019 Delta Dental premium for all eligible Solano School Bus Drivers/AFSCME/PEU LOCAL 1 bargaining unit members. The maximum shall be the premium on June 1, 2018. The Plan shall include fifteen hundred dollars (\$1500) per eligible member per year.

Effective July 1, 2017, SCOE agrees to pay the 2017-2018 Delta Dental premium for all eligible Solano School Bus Drivers/AFSCME/PEU LOCAL 1 bargaining unit members. The maximum employer contribution shall be the premium of June 1, 2017. The Plan shall include fifteen hundred dollars (\$1500) per eligible member per year.

Diagnostic & Preventive	100%
Basic	100%
Crowns & Casts	100%
Prosthodontics:	50/50
Dental Accident	100%
Adult Orthodontics	75% (maximum of \$1,000)
Child Orthodontics	75% (maximum of \$1,000)

15.4.2 Vision SCOE agrees to cover the cost of the VSP premium for the term of the contract. If the rate increases more than 15% in one year, the parties agree to return to negotiate to discuss the economic impact.

Any change in plan provider or coverages must be ratified through the collective bargaining process.

Effective July 1, 2018, SCOE agrees to pay the 2018-2019 Vision Services Plan premium for all eligible Solano School Bus Drivers/AFSCME/PEU LOCAL 1 bargaining unit members. The maximum employer contribution shall be the premium of June 1, 2018. The employee copay is \$20.00.

Effective July 1, 2017, SCOE agrees to pay the 2017-2018 Vision Services Plan premium for all eligible Solano School Bus Drivers/AFSCME/PEU LOCAL 1 bargaining unit members. The maximum employer contribution shall be the premium of June 1, 2017. The employee copay is \$20.00.

15.4.3 Health:

To be effective for the March 2024 payroll for the April 2024 benefits, SCOE agrees to pay up to the following maximum amounts for the 2023-24 (an increase to the health plan employer contribution by \$108/monthly to employee only, employee + one, and employee + family) school year for all eligible employees of the AFSCME/PEU Local 1 unit members enrolled in the employer/employee approved health plans:

Employee	\$1,022.00/monthly
Employee + one	\$1,022.00/monthly
Employee + family	\$1,047.00/monthly

To be effective on the June 2023 payroll for the July 2023 benefits, SCOE agrees to pay up to the following maximum amounts for the 2023-24 school year for all eligible employees of the AFSCME/PEU Local 1 unit members enrolled in the employer/employee approved health plans:

Employee only:	\$914.00/monthly
Employee + one:	\$914.00/monthly
Employee + family:	\$939.00/month

Effective July 1, 2020, SCOE agrees to pay an additional \$40.00 monthly on medical cap for employee only and \$40.00 monthly on medical cap for employee +1 for the 2020-2021 school year for all eligible employees of Solano School Bus Drivers/AFSCME/PEU LOCAL 1 unit members enrolled in the employer/employee approved health plans:

Employee only:	\$890.00/monthly
Employee + one:	\$890.00/monthly
Employee + family:	\$915.00/month

Effective July 1, 2019, SCOE agrees to pay an additional \$75.00 monthly on medical cap for employee only and \$75.00 monthly on medical cap for employee +1 for the 2019-2020 school year for all eligible employees of Solano School Bus Drivers/AFSCME/PEU LOCAL 1 unit members enrolled in the employer/employee approved health plans:

Employee only:	\$850.00/monthly
Employee + one:	\$850.00/monthly
Employee + family:	\$875.00/month

Effective July 1, 2018, SCOE agrees to pay an additional \$75.00 monthly on medical cap for employee only for all eligible employees of Solano School Bus Drivers/AFSCME/PEU LOCAL 1 unit members enrolled in the employer/employee approved health plans:

Employee only:	\$775.00/monthly
Employee + one:	\$775.00/monthly
Employee + family:	\$875.00/month

Effective July 1, 2017, SCOE agrees to pay the following maximum amounts for Solano School Bus Drivers/AFSCME/PEU LOCAL 1 unit members enrolled in the employer/employee approved health plans:

Employee only:	<u>\$700.00/monthly</u>
Employee + one:	<u>\$775.00/monthly</u>
Employee + family:	<u>\$875.00/monthly</u>

On June 1, 2009 if the employee only cap has not reached \$525.00, it will continue to increase based on the Kaiser 5/5 employee only premium to a maximum of \$525.00.

Employees can opt out of health coverage only if the unit member provides proof annually of health coverage during open enrollment of each year.

15.4.4 Any current employee who is covered by more than one health insurance policy may, in lieu of enrolling as the primary insured in the health

insurance program offered by the Solano County Office of Education, elect to receive a one hundred fifty dollar (\$150) monthly cash payment. Employees working less than full-time will receive a proration of \$150. Annually, during open enrollment for medical benefits, employees must provide proof of coverage in another medical insurance plan to the Benefits/ Payroll Department. Failure to provide proof of insurance will disqualify you for cash in lieu.

Employees currently receiving cash in lieu benefits may continue to do so for the remainder of their employment with SCOE (unless choosing to take medical benefits during an open enrollment period or resigning from SCOE). Once an employee gives up the cash in lieu option, he/she will not be eligible to go back to this option in the future.

Newly hired employees and employees not currently receiving cash in lieu shall not be eligible for the option of cash in lieu effective July 1, 2004 (these employees will only be eligible for the medical benefits offered by SCOE).

## 15.5 Disability Insurance

15.5.1 Employees agree to pay for disability insurance to be deducted from their paycheck. The amount and type of insurance to be determined by the bargaining unit.

Employee pickup to be implemented upon settlement of contract.

## 15.6 Salaries

15.6.1 For the 2023-2024 school year, Solano County Office of Education (SCOE) and American Federation of State, County and Municipal Employees (AFSCME), Public Employees Union, Local 1 agree to a 5.50% across the board increase on the salary schedule retroactive to July 1, 2023. This would include a Me-Too clause. If SCOE negotiates a higher across the board raise or bonus with any other bargaining unit, the AFSCME unit shall also receive such higher raise or bonus. This Me-Too provision shall exclude any monetary increases that will be given in exchange for concession by any other unit, or because of the unit undertaking additional work or duties, or as a result of additional days.

Effective July 1, 2023, for purposes of benefits only, six (6) hours will be considered the full time equivalent (FTE).

Effective July 1, 2022, the County Office of Education will place an additional 4.15% across the board salary increase on the salary schedule bringing the total increase to 6.75%.

Effective July 1, 2022, the County Office of Education will place an additional 4.25% across the board salary increase on the salary schedule.

Effective July 1, 2022, the County Office of Education will place 2.5% across the board salary increase on the salary schedule. This would include a Me-Too clause. If SCOE negotiates a higher across the board raise or bonus with any other bargaining unit, the AFSCME unit shall also receive such higher raise or bonus. This Me-Too provision shall exclude any monetary increases that will be given in exchange for concession by any other unit, or as a result of the unit undertaking additional work or duties, or as a result of additional days.

Effective July 1, 2021, the County Office of Education will place 3.5% across the board salary increase on the salary schedule. Additionally, in an effort to retain staff and acknowledge the impact of COVID-19, a one-time off salary schedule stipend of \$500.00 will be paid to all members. This off schedule stipend will be paid in a lump sum.

Effective July 1, 2020, the County Office of Education will place 1.5% across the board salary increase on the salary schedule. Additionally, the County Office will make a one-time off schedule payment of \$2,000.00 per full time equivalent (FTE).

There will be a 2-range upgrade retroactive to July 1, 2021. In addition, there will be an additional 2-range upgrade and the split shift differential will no longer be offered.

For the 2019-20 school year, SCOE and AFSCME/PEU LOCAL 1 agree to a 2.5% across the board increase on all rates and salary schedules retroactive to July 1, 2019.

For the 2018-19 school year, SCOE and AFSCME/PEU LOCAL 1 agree to a 2% across the board increase on all rates and salary schedules retroactive to July 1, 2018.

For the 2017-18 school year, SCOE and Solano School Bus Drivers/AFSCME/PEU LOCAL 1 agree to a 1% increase on the salary schedule retroactive to July 1, 2017. SCOE agrees to pay a one-time compensation, off the salary schedule, of 0.5% for all AFSCME/PEU LOCAL 1, bargaining unit members.

SCOE and Solano School Bus Drivers/AFSCME/PEU LOCAL 1 agree to add one (1) paid professional development day to the calendar for all AFSCME/PEU LOCAL 1 bargaining unit members effective July 1, 2018.

For the 2016-17 school year, SCOE and Solano School Bus Drivers/Local 1 agree to a 2% increase on the salary schedule retroactive to July 1, 2016. SCOE agrees to pay a one-time compensation, off the salary schedule of \$600.00 for all AFSCME/PEU LOCAL 1, bargaining unit members prorated according to FTE.

Bus Driver and Student Transportation Driver add back one (1) workday.  
Total workdays: 183

- a. Longevity compensation, based on attached salary schedule, shall be paid to employees as follows:

5 years service - 3% above salary schedule (effective 7/1/07)  
10 years service - 5.5% above salary schedule (effective 7/1/07)  
15 years service - 8% above salary schedule (effective 7/1/06)  
20 years service - 10.5% above salary schedule (effective 7/1/06)  
25 years service - 13% above salary schedule (effective 7/1/05)  
30 years service - 15.5% above salary schedule (effective 7/1/05)  
35 years service - 18% above salary schedule (effective 7/1/06)

- b. Lift Buses

Claim for lift pay must include W/C students in attendance. \$2.00 a.m., \$2.00 midday, \$2.00 p.m. Therapy both ways will be \$2.00. However, if split with another driver, lift pay will be split. If two students have therapy on the same bus at the same time, only \$2.00 will be paid. Special activities will be \$2.00 if both ways are driven. In order to qualify for midday, driver must have a non-paid break on both ends.

- c. Effective June 1, 2022, unit members working each day of Extended School Year (ESY) will be paid an additional \$4.00 per hour for all hours worked; those unable to work every day will receive an additional \$2.00 per hour.
- d. A one-time payment shall be distributed to all unit members employed on January 31, 2008, based on a proration of FTE. The total amount to be distributed, including mandatory deductions is \$3,556.00.
- e. Shift Differential: Effective July 1, 2015, bargaining unit members who have more than one (1) hour in unpaid status between their assigned shifts shall receive a five percent (5%) shift differential for all time worked.
- f. For the 2013-2014 school year, SCOE agrees to pay a one-time compensation, off the salary schedule, of 2% on annualized earnings to include base earned pay, longevity, shift differential, and vacation ratio for all Solano School Bus Drivers/AFSCME/PEU LOCAL 1, bargaining unit members employed as of November 1, 2013. This is meant to be an intermediate step in the negotiations process as we continue to bargain compensation for the 2013/2014 year. Bargaining unit members shall receive the one-time compensation in their January 2014 pay.



- g. For the 2013-2014 school year, SCOE and Solano School Bus Drivers Local 1 agree to a 2% across the board salary increase retroactive to July 1, 2013. This salary schedule increase will be in addition to the 2% one-time salary enhancement already agreed to and distributed to Solano School Bus Drivers/AFSCME/PEU LOCAL 1, unit members pursuant to the Tentative Agreement signed between the parties on November 2, 2013 attached hereto and incorporated herein as Attachment A. The Parties agree that the total compensation for 2013-2014 will be equivalent to a 4% increase.
- h. Effective July 1, 2015 all unit members will be paid for the following three scenarios when completed during non-contracted work hours and upon submission of evidence/documentation to the transportation manager.
  - Employees may timecard one (1) hour total for time spent obtaining the mandatory commercial driver medical exam certification.
  - Employees may timecard (1) hour total for time spent at the Department of Motor Vehicles updating and delivering the mandatory commercial driver medical exam records.
  - Employees may timecard (1) hour total for time spent obtaining the mandatory Tuberculosis (TB) test and results. This is to include the test, going back in allotted time to get the results, and sending the appropriate paperwork to HR.

The maximum or minimum pay for each occurrence will be 1 hour.

## 15.7 Anniversary

- 15.7.1 Effective July 1, 2006, move all steps, longevity, and vacation accrual to July 1, 2006 and every July 1<sup>st</sup> thereafter.

Employees hired after March 31<sup>st</sup> for every year after 2006, will wait until the second July 1<sup>st</sup> thereafter before receiving their first step, longevity, and vacation accrual increase, if eligible.

## 15.8 Retirement Benefits

- 15.8.1 Effective June 1, 2005, this program shall be available for unit members who are at least 55 years of age, who are enrolled in the County Office medical benefits programs for participation in medical, dental, and/or vision plans, upon written application prior to the effective date of retirement by the employee.

Based on full-time equivalency.

- 15.8.2 If an employee who meets the eligibility requirements outlined in (15.8.1) elects to relocate to a geographic area outside the employer approved health

plan region, he/she shall be eligible to receive the maximum allowable employer retirement contribution to be reimbursed to the retiree after the retiree provides a copy of the monthly billing or invoice from the provider. It is the responsibility of the retiree to provide documentation that full payment has been made before reimbursement is made.

- a. Any change in health care provider must be made during open enrollment to remain eligible for continued medical, dental, and vision coverage.
- b. It is the responsibility of the retiree to provide all necessary enrollment information to the employer.

15.8.3 Retirees must complete a registration form each year during the month of June to remain eligible for continued medical, dental, and vision coverage.

15.8.4 The retiree may continue group coverage for his/her spouse/dependents if the carrier allows, provided:

- a. The retiree shall pay all costs over the maximum allowable by the employer monthly in advance.
- b. If spouse/dependents were covered while employee was in service.
- c. There is no break in spousal/dependent payments.

15.8.5 Procedures for payments of premiums are to be at the discretion of the County Office.

15.8.6 At the end of the benefit program, the retired employee may continue coverage at his/her own expense to include spouse/dependent provided coverage has been continuous.

**Eligibility Requirements:**

To be eligible for these retirement benefits the unit member must submit a written letter of retirement to the Solano County Office of Education, Human Resources Department, requesting the following retirement benefit plan:

Qualifying members [as specified in (d.) below] who have reached at least 55 years of age will be eligible for retirement benefits under the following conditions:

- a. The term of benefits is from five (5) to eight (8) years.
- b. The employer contributions shall be for employee and/or dependent(s) to the maximum allowable benefit.

- c. Retirees shall be eligible for the group plan and premium schedules available to the active employees.
- d. The retirement benefit (age 55) schedule is as follows:

Years of Service with SCOE + Age Factor	Duration of Coverage	Maximum Monthly Benefit
10 years of service	5 years	\$120 per month
15 years of service	5 years	\$260 per month
20 years of service	8 years	\$260 per month
25 years of service	8 years	\$280 per month
30 years of service	8 years	\$350 per month
32 years of service	8 years	\$380 per month

## ARTICLE 16

### SEVERABILITY

#### 16.1 Savings Clause

- 16.1.1 If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the County Office which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions that shall continue in full force and effect.

## ARTICLE 17

### DISCIPLINARY ACTION

#### 17.1 Disciplinary Action

No person in the permanent classified service shall be suspended, demoted, or dismissed except for reasonable cause designated by this article as detrimental to the efficiency of the service or the welfare of the County Office.

The basic purpose of this article is to bring about more efficiency from the member in doing assigned tasks. All discipline shall be progressive in nature and commensurate to the offense.

Nothing in this article shall be construed to prevent layoffs for lack of work or lack of funds.

#### 17.2 Definitions

17.2.1 "Disciplinary action" includes any action whereby a member is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff for lack of work or lack of funds.

17.2.2 "Reprimand" means a verbal or written rebuke of a member by the immediate supervisor.

17.2.3 "Suspension" means temporary removal of a member from his/her position with or without pay. The member has the option to request a hearing as described below.

17.2.4 "Demotion" means assignment to a position or status of lower pay without the member's written voluntary consent.

17.2.5 "Dismissal" means separation, discharge, or permanent removal of a member from his/her position for cause in accordance with the provisions of the Education Code and these rules.

#### 17.3 Procedures

##### 17.3.1 Level I - Informal - Verbal Reprimand:

It is the responsibility of the immediate supervisor of a member to initiate disciplinary actions when such steps are necessary.

- a. Personal contact: The immediate supervisor must meet with the member and explain to the member the actions or lack of actions of the member which need modification. The conference shall normally take place without conferees.
- b. The supervisor shall make reference to County Office policies, rules and regulations, job descriptions, and the contract.
- c. The member shall be given ample time to state his or her point of view in this conference.
- d. The supervisor must indicate actions to be taken by the member to correct the weaknesses under discussion. Great care should be taken to be sure that the member understands the actions to be taken by the member.
- e. The supervisor should set time limits for improvement and review the next step in disciplinary procedures if the member's actions are not corrected.

Note: The following are examples of cases which should be referred directly to Level III.

- i. Injury to the member or another person
- ii. Destruction of property
- iii. A felony as defined in the Penal Code
- iv. Any sex offense as defined in Section 44010 of the Education Code
- v. Any narcotic offense as defined in Section 44011 of the Education Code
- vi. Abandonment of position. [Four (4) consecutive working days of unexcused absence constitutes abandonment.]

#### 17.3.2 Level II - Formal - Written Reprimand

If improvement of the member's performance does not take place after the informal conference, the second level of disciplinary action should be initiated.

- a. The supervisor is to document in writing the actions or lack of actions of the member that needs modification.

- b. A copy of the document shall be given to the member.
- c. The supervisor should then hold a conference with the member regarding the matter reported on the document.
- d. In this conference both the supervisor and the member may each have a conferee of their own choosing.
- e. Again, the member is to be given ample time to give his or her point of view.
- f. The supervisor should stress methods of correction to be undertaken by the member.
- g. A copy of the document and a summary of the conference are then to be sent to the Human Resources Department to be placed in the member's file along with any written response the member wishes to make.
- h. The supervisor should repeat step e. in Level I.

### 17.3.3 Level III - The Associate Superintendent

If the above steps do not bring about the necessary modifications to the member's performance, the immediate supervisor will notify the Associate Superintendent or designee in writing.

- a. The Associate Superintendent or designee will gather and review all pertinent information on the particular case.
- b. A written statement on the case will be sent by the Associate Superintendent or designee to the member with a set conference date.
- c. The Associate Superintendent or designee will confer with both the member and the Level II supervisor together or separately. Efforts will be made to ascertain all pertinent information and to examine all policies, laws, rules, and regulations that are applicable. In these conferences the supervisor and the member may each have a conferee of his/her own choosing.
- d. After fully reviewing the case, the Associate Superintendent or designee will make a clear statement of actions to be taken in writing to the member and the immediate supervisor. This statement will be placed in the member's file along with any written response the member wishes to make.

#### 17.3.4 Level IV - Appeal

- a. A member who disagrees with the findings and/or actions of the Associate Superintendent or designee in fulfilling Level III of this regulation may file an appeal within five (5) days of receiving such findings and/or actions in writing.
- b. The appeal is to be filed in writing with the Office of the Superintendent. The member will request in the appeal that either a hearing officer will be selected to hear the matter or that the appeal will be heard by the Superintendent without reference to a hearing officer.
- c. Hearing Officer
  - i. Within five (5) days, the County Office shall submit a list of hearing officers to the member. The list will contain names of seven (7) persons who meet the qualifications listed below. The employee organization shall submit three (3) names and the County Office four (4), with the County Office striking first. The names will be submitted to the Superintendent no later than July 1 of each year. Subsequently, a representative of the County Office and the employee organization will meet to select the hearing officer by alternately striking a single name from the list until only one (1) remains.
  - ii. The hearing officer shall be qualified by professional experience to preside at judicial or quasi-judicial adversary proceedings.
  - iii. Fees and expenses of the hearing officer and hearing shall be borne equally by the County Office and member. All other expenses shall be borne by the party incurring them.
- d. Hearing Set
  - i. Within fifteen (15) days of the appointment of the hearing officer, a hearing will be conducted except that by mutual agreement between the parties a later day may be set.
  - ii. The Superintendent will notify the member of the date of the hearing in writing. The written message shall include a brief statement of the purpose of the hearing including the specific policies, rules, and regulations being violated by the member. A County Office form will be attached to the written message to allow the member to indicate whether or not the member will be represented by an attorney.



e. Hearing Procedure

- i. The County Office's representative will make an opening statement including a brief resumé of the charges, evidence to be presented, and witnesses to be called. The County Office representative will present evidence and witnesses in support of the County Office's case for the disciplinary action.
- ii. The member and/or designated representative may make an opening statement and present evidence and witnesses on behalf of the member.
- iii. At the conclusion of the presentation of all evidence and witnesses, each side will be given the opportunity to make a closing statement.
- iv. The hearing officer may ask questions of the County Office representative, affected member and his/her designated representative, and witnesses called to testify.
- v. Any witness called shall be administered the following oath by the appropriate officer: "Do you solemnly swear or affirm that the evidence you shall give in this matter shall be the truth, the whole truth, and nothing but the truth?"
- vi. Strict rules of evidence as required in court will not be used. Evidence must be related to the issues and be the type of evidence which responsible persons rely upon in the conduct of serious affairs. Hearsay is admissible but cannot be the sole basis for finding on a material issue. Each party may cross-examine witnesses called by the opposing side.
- vii. The hearing shall be recorded in full by a certified shorthand reporter, stenographic reporter, or other appropriate means regardless of whether the hearing is in executive or open session.
- viii. The services of the person required to record the hearing will be paid from County Office funds. This recording will not be transcribed into writing unless the Superintendent orders or the member requests a written transcript. If the transcript is requested by the member, he/she shall pay the cost of such transcription and for copies requested. The recording shall be transcribed on line-numbered paper for ease of reference.
- ix. At the conclusion of the hearing, the hearing officer shall prepare and present his written report and finding on the charges to the Superintendent and the employee representative and submit a recommendation for the disposition of the case.

- x. After review of the hearing officer report, the Superintendent will send by mail a written notice of the decision to the member with a copy to his/her representative and the immediate supervisor involved in the case.
- xi. The action of the Superintendent will be final and binding.

17.4 Causes for Disciplinary Actions

17.4.1 The following is a list of the types of causes for disciplinary action. The list is not meant to be exclusive:

- a. Incompetency or inefficiency in the performance of the duties of his/her position.
- b. Insubordination (including, but not limited to, refusal to do assigned work).
- c. Carelessness or negligence in the performance of duty or in the care or use of County Office property.
- d. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- e. Dishonesty.
- f. Drinking or the possession of alcoholic beverages on the job or reporting for work while under the influence of alcoholic beverages.
- g. The use of any controlled substance on the job, the possession of a controlled substance on the job, or reporting to work under the influence of a controlled substance.
- h. Engaging in political activity during assigned hours of employment.
- i. Conviction of any crime involving moral turpitude.
- j. Conviction for sex offense as defined in Education Code Section 44010.
- k. Repeated and unexcused absence or tardiness.
- l. Abuse of any leave privileges.
- m. Falsifying any information supplied to the County Office including, but not limited to, information supplied on application forms, employment records, or any other school district records.

- n. Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Superintendent or by any appropriate state or local governmental agency.
- o. Offering of anything of value or offering any service in exchange for special treatment in connection with the member's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another member or to any member of the public.
- p. Willful or persistent violation of the Education Code or rules of the Superintendent.
- q. Any willful failure of good conduct tending to injure the public service.
- r. Abandonment of position [Four (4) consecutive working days of unexcused absence constitutes abandonment.]
- s. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.

The provisions of this article are specifically excluded from the grievance procedure as set forth in this Agreement.