

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 3 – Union Security

The parties agree to amend Article 3 of their collective bargaining agreement with the following deletions and additions if ratified by SEIU's unit members. Necessary renumbering or re-lettering may not be highlighted in red.

1. Dues Check-Off:

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

2. Maintenance of Membership:

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

3. Union-Deductions:

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

4. Data Pertaining to Deductions:

- a. SCOE shall produce to SEIU Local 1021's Membership Department every ~~one hundred and twenty (120) days~~ ~~sixty (60) days~~, on a regular ~~monthly~~ ongoing basis, a malleable electronic file containing the following information:
- i. Full Name (first, middle, last, suffix)
 - ii. Work (School Name), home, personal cellular phone numbers, personal email addresses, if on file with the employer
 - iii. Employee Number
 - iv. Job Classification
 - v. Job Type (full-time, part-time, per diem, as needed)
 - vi. Hours worked in the preceding payroll period
 - vii. Pay Step
 - viii. Pay Rate
 - ix. Pay Status (active, on leave, separated from employment, etc.)
 - x. Department (sub-code of the Department)
 - xi. Membership Status (Member or Non-Member)

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

5. Union Obligations:

The Union shall comply with all applicable statutory and Public Employment Relations Board requirements and to furnish any information needed by the County Office to fulfill its obligations under this Article.

6. County Office Obligations:

The County Office's sole obligation under this Article shall be to make the deductions required under this Article. The County Office shall have no obligation to terminate or discipline any employee under this Article.

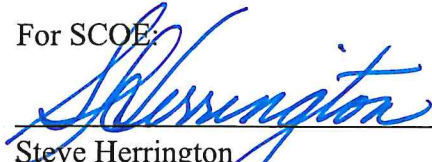
7. Indemnification and Hold Harmless:

The Union shall indemnify and hold the County Office harmless against all reasonable legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the fair share service fee provision of this Agreement or their implementation.

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


Tentatively agreed to by:

For SCOE:



Steve Herrington
County Superintendent'

Date: 5.10.22



John Laughlin
Associate Superintendent


Date: 05 / 11 / 2022

For SEIU:



Aaron Burton
Field Representative

Date: 05 / 12 / 2022



Abigail Ward
Job Steward

Date: 05 / 10 / 2022



Alli Britton
Job Steward

Date: 05 / 19 / 2022



Karen Catalano
Job Steward

Date: 05 / 11 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 4 – No Discrimination

The parties agree to amend Article 4 of their collective bargaining agreement with the following deletions and additions if ratified by SEIU's unit members. Necessary renumbering or re-lettering may not be highlighted in red.

1. The County Office agrees not to discriminate against any employee for his/her activity on behalf of or for his/her membership in the Union.
2. The County Office and Union agree that there shall be no discrimination, against any employee based upon race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion (including religious dress and grooming practices), marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, genetic information, veteran or military status, or political affiliation; the perception of one or more such characteristics; or association with a person or group with one or more of these actual or perceived characteristics, pursuant to Superintendent's Policy number 4030.
3. An employee who believes that they are the subject of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in county office programs and activities is encouraged to file a complaint under SCOE's uniform complaint procedures with links provided below.
 - **Superintendent Policy (SP) 1312.3:**
<http://www.gamutonline.net/district/sonomacoe/DisplayPolicy/1129936/1>
 - **Administrative Regulation (AR) 1312.3:**
<http://www.gamutonline.net/district/sonomacoe/DisplayPolicy/878216/1>
 - **Uniform Complaint Form**
https://www.scoe.org/dpfile/SCOE_Complaint_Form-FINAL.pdf

Tentatively agreed to by:

For SCOE:



Steve Herrington
County Superintendent

Date: 06 / 06 / 2022

For SEIU:



Aaron Burton
Field Representative

Date: 06 / 01 / 2022

John Laughlin

John Laughlin
Associate Superintendent

Date: 06 / 02 / 2022

Abigail Ward

Abigail Ward
Job Steward

Date: 06 / 01 / 2022

A. Britton

Alli Britton
Job Steward

Date: 06 / 02 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 06 / 01 / 2022

Tentative Agreement

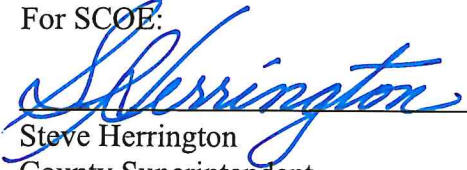
SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 5 – Employee Rights


The parties agree to maintain the existing language for Article 5 of their collective bargaining agreement.

Tentatively agreed to by:

For SCOE:


Steve Herrington
County Superintendent

Date: 5.10.22



John Laughlin
Associate Superintendent

Date: 05 / 11 / 2022


For SEIU:


Aaron Burton
Field Representative

Date: 05 / 12 / 2022


Abigail Ward
Job Steward

Date: 05 / 10 / 2022


Alli Britton
Job Steward

Date: 05 / 12 / 2022


Karen Catalano
Job Steward

Date: 05 / 12 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

NEW Article 5 – Dignity Clause

The parties agree to add a new Article 5 titled “Dignity Clause” to their collective bargaining agreement. The existing Articles 5 through 23 shall be renumbered accordingly and any cross-references to another Article within the collective bargaining agreement will also be renumbered. The language for the new Article 5 is:

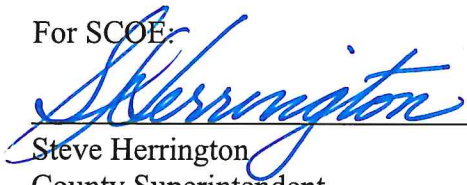
1. The Sonoma County Office of Education is committed to providing a workplace where all employees, regardless of the employee’s classification or pay status, are treated by each other, certificated staff, supervisors, and managers in a manner that maintains generally accepted standards of human dignity and courtesy.
2. If a unit member believes that another SCOE employee has not treated the unit member in a manner that maintains generally accepted standards of human dignity and courtesy, the unit member may make a complaint in writing to their supervisor or, if the supervisor is the subject of the complaint, to their supervisor’s supervisor. (The complaining unit member is the “complainant.”)
 - a. SCOE shall promptly determine whether the complaint is subject to another complaint policy or process, such as the Uniform Complaint Procedures (see Article IV). If so, SCOE shall inform the complainant that the complaint will be investigated and processed according to the other applicable policy or procedure.
 - b. For complaints that do not appear to be subject to another complaint policy or process, a meeting will be held with a selected manager from the Human Resource Services Department with whom to share the complaint. The employee is encouraged to have representation at the meeting. They may also request a specific employee of the Human Resource Services department to attend the meeting in addition to their representative. If the complaint is about a member of the Human Resource Services Department, the meeting will take place with another department lead.
 - 1) A plan will be developed to address the issue. The plan may include a problem solving meeting or other dispute resolution approach such as a neutral third-party facilitator.
 - 2) The employee and all associated personnel are guaranteed that no retaliation or retribution will occur as a result of the complaint. Employees are encouraged to promptly report any retaliatory behavior.
 - c. At the conclusion of a complaint investigation, SCOE shall inform the complainant and the Union in writing of the outcome of the investigation, including SCOE or its agents’ conclusions regarding the complainant’s allegations. SCOE will attempt to conclude the investigation and inform the

complainant within fifteen (15) days (as defined in Article II.8) of the complainant's submission of the written complaint. If SCOE needs more than fifteen (15) days, it will inform the complainant and the Union in writing of the need for the extension along with the duration of the extension.

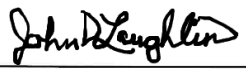
- d. An employee may file a grievance alleging that the County Office failed to follow the procedures or deadlines of this Article or an applicable complaint investigation policy, but the outcome of a complaint investigation, including the County Office or its agents' conclusions regarding the allegations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

Tentatively agreed to by:

For SCOE:



Steve Herrington
County Superintendent

Date: 5.10.22

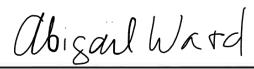

John Laughlin
Associate Superintendent

Date: 05 / 11 / 2022

For SEIU:


Aaron Burton
Field Representative

Date: 05 / 12 / 2022


Abigail Ward
Job Steward

Date: 05 / 12 / 2022


Alli Britton
Job Steward

Date: 05 / 12 / 2022


Karen Catalano
Job Steward

Date: 05 / 12 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 6 – Union Rights

The parties agree to amend Article 6 of their collective bargaining agreement with the following deletions and additions if ratified by SEIU's unit members. Necessary renumbering or re-lettering may not be highlighted in red.

1. Exclusive Right to Represent:
Union and its authorized representatives have the exclusive right to represent members of the bargaining unit on all matters within the scope of representation. Upon submission of a final judgment which will act as a lien for services rendered by the Union or a voluntary employee authorization, the County Office shall deduct such assessments.
2. Employee Contact:
Except as provided elsewhere in this Agreement, any authorized Business Agent shall have the right to contact individual employees working within the represented unit, during normal business hours, on matters of Union business.
3. Communications:
The Union shall have use of County Office email system and bulletin boards to communicate with departmental employees.
4. Employee Lists:
 - a. ~~The County Office shall provide the Union with the names and home addresses of all employees within the bargaining unit, their classification and school site upon request, but no more than 10 times annually.~~
 - a. Within 30 days of hire ~~days of hire~~, or by the first pay period of the month following hire SCOE shall provide the SEIU President and Local Field Representative with the following information that SCOE has on file for any newly hired employee:
 - (1) Name
 - (2) Job title
 - (3) Department
 - (4) Work location
 - (5) Work telephone number
 - (6) Home and personal cellular telephone numbers
 - (7) Personal email address (if provided by the employee)
 - (8) Home address
 - (9) Member or Non-Member
 - b. On the last working day of September, January and May, SCOE shall provide the information in ~~a-h(1)-(9)~~ above to the Steward Council or SEIU Local Chapter President, and Field Representative for all unit members.

- c. SCOE shall not be required to provide any personal contact information of an employee to SEIU 1021 if the employee does not provide such information to SCOE, has made a written request to limit such disclosure pursuant to Government Code section 6254.3, or otherwise has an alternatively designated address pursuant to Government Code section 6207.
- e. ~~The Union shall have access to employees newly hired into positions within the bargaining unit during SCOE's new employee orientation process as follows:~~
 - (1) ~~SEIU Local President and Field Representative shall receive at least ten (10) business days notice in advance of an employee orientation, except that shorter notice may be provided where there is an urgent need for an employee to begin work.~~
 - (a) ~~Representatives from SEIU 1021 will be permitted to meet with a newly hired employee in person for thirty (30) minutes at the start or at the end of the employee orientation.~~
 - (b) ~~SCOE shall grant one Job Steward release time without loss in compensation to conduct these meetings.~~
- d. The Union recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Agreement, or to allow others to use any information for commercial gain, nor in a manner that would violate those rights. With respect to this promise, Union agrees to indemnify, defend and hold harmless the County Office, its officers, employees and agents from any claim, liability or damage arising from Union's breach of its duty under this memorandum.

5. New Employee Orientation:

- a. Each new bargaining unit employee shall, upon hire, be provided with a membership form and a copy of the SEIU Local 1021 new employee letter and information on how to access to an electronic copy of this Agreement, the Merit Rules and Regulations, Board policies, via the SCOE Web site.
- b. The County Office shall email the Steward Council or SEIU Local Chapter President, and Field Representative with the name, home address, school site and classification of all new unit members within ten (10) days of employment.
- c. The County Office shall provide for the Union to meet with its members during their New Employee Orientation, as per AB119.
- d. The Union shall have access to employees newly hired into positions within the bargaining unit during SCOE's new employee orientation process as follows:
 - i. SEIU Local Chapter President and Field Representative shall receive at least ten (10) days' notice in advance of an employee orientation, except that shorter notice may be provided when there is an urgent need for an employee to begin work.

- ii. Representatives from SEIU 1021 will be permitted to meet with a newly hired employee in person for thirty (30) minutes at the start or end of the employee orientation.
- iii. SCOE shall grant one Job Steward release time without loss in compensation to conduct these meetings.

6. Board Meetings and Commission Meetings:

The County office shall grant release time for one (1) Union designated representative to attend each of the following meetings:

- a. In-house Safety Committee meetings,
- b. Board of Education meetings,
- c. Personnel Commission meetings.

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

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

7. Meet and Negotiate Sessions:

The County Office shall grant release time for four (4) Union designated representatives for all meet and negotiate sessions with management on matters pertaining to Union representation. The County Office and Union will strive to meet during union representatives regular work hours. When bargaining between the parties occurs outside a union representative's regular work shift, the employee shall be paid their hourly rate of pay or Comp Time whichever is preferred by employee. When time is utilized by a Union designated representative for meet and negotiate sessions with management outside of the Union representative's regular work hours, it will be reconciled by a monthly accounting of hours. Such a Union representative will record this time outside of their regular work shift using an electronic or paper timesheet, indicating "Meet and Negotiations Time outside of regular work hours" and whether the employee is taking pay or Comp Time. The employee will submit the timesheet to their supervisor.

8. Union Leadership/Management Meetings:

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

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

9. Union Business:

- a. Upon advance written request from the Union Business Agent, the County Office agrees to authorize officers of the bargaining unit paid release time to attend to Union business away from the work site. Total paid release time will not exceed thirty-two (32) hours in any fiscal year. Each employee shall secure permission from their supervisor before leaving their work site to attend to Union business.

Whenever possible, the employee shall give the supervisor three (3) days advance notice. Time utilized by stewards will be reconciled by a monthly accounting of hours. Each employee will record the absence using the automated absence reporting system indicating "Union Release Time" under administrator comments and submit it to their supervisor. ~~Each employee using Union Business Release time shall complete an Absence Report form checking "Other" and turn it in to their supervisor.~~ This paid release time for Union business shall be in addition to all paid release time otherwise provided for in this Agreement such as for Negotiations; Board, Commission and Safety Meetings; meetings as described in paragraph 8 above; and all time utilized by Job Stewards to investigate and resolve grievances.

- b. It is further understood by both parties that, except as provided in this Agreement, Union business shall not be performed during work time.
- c. No individual employee will use over twelve (12) hours of union business release time in one (1) fiscal year, except by mutual agreement.
- d. The Union will provide the County Office with a list of Officers and Job Stewards at least once a year, and more often upon request. The union will notify the County Office whenever officers change.

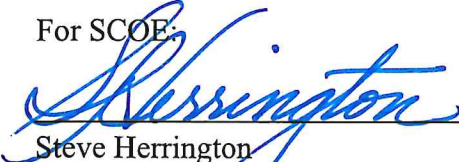
10. Training Release Time:

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


receiving an invoice for training hours based upon the employee's base hourly wage.

Tentatively agreed to by:

For SCOE:



Steve Herrington
County Superintendent

Date: 5.10.22



John Laughlin
Associate Superintendent

Date: 05 / 11 / 2022

For SEIU:


Aaron Burton
Field Representative

Date: 05 / 12 / 2022


Abigail Ward
Job Steward

Date: 05 / 12 / 2022


Alli Britton
Job Steward

Date: 05 / 12 / 2022


Karen Catalano
Job Steward

Date: 05 / 12 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 7 – Labor Management Committee

The parties agree to amend Article 7 of their collective bargaining agreement with the following deletions and additions if ratified by SEIU's unit members. Necessary renumbering or re-lettering may not be highlighted in red.


1. The committee shall be made up of a minimum of four representatives each appointed by the Union and appointed by the Superintendent from Management. The Superintendent may be a member of the committee. All committee members will complete interest-based problem solving training. Such training shall be provided by the County Office without cost to the committee member.
2. The committee may review, discuss, make recommendations on a variety of issues, such as work effectiveness, work distribution, work flow, etc., with the following exception: The committee will refer matters which impact the collective bargaining agreement to the negotiations process. The Committee is not authorized to bargain, modify or add to the existing provisions of the existing agreement without the written mutual agreement of both parties. Grievances, wages, fringe benefits are also excluded from modification by the Committee.
3. The Committee will brainstorm possible solutions to issues and use interest-based problem solving techniques to resolve issues whenever possible. In reviewing issues, the Committee is encouraged to define issues carefully, discuss interests, study and evaluate the most promising solutions, and make a recommendation, with any relevant supporting documentation, to the Superintendent with a copy to the Union. The Committee may make an oral presentation as well as their written report to the Superintendent. Any such oral presentation will include at least one committee member appointed by the Union and one committee member appointed by the Superintendent from management staff. The Committee may utilize the services of a facilitator and/or recorder or share those roles among committee members.
4. The Superintendent shall evaluate proposed solutions, make a decision on the Committee's recommendation and report his/her decision in writing to the Committee. The Superintendent's decision is final.
5. Time spent in the work of the Labor/Management Committee during an employee's regular work hours will be considered time worked, and employees will be released from their regular assignment with no loss of pay. The County Office and Union will strive to meet during union representatives regular work hours. When the Labor/Management Committee meets outside a union representative's regular work shift, the employee shall be paid their hourly rate of pay or Comp Time whichever is preferred by employee. When an employee committee member meets with the Labor/Management Committee outside of the employee's regular work hours, it will be reconciled by a monthly accounting of hours. Such an employee committee member will record this time outside

of their regular work hours using an electronic or paper timesheet, indicating "Labor/Management Committee Time outside of regular work hours" and whether the employee is taking pay or Comp Time. The employee will submit the timesheet to their supervisor.

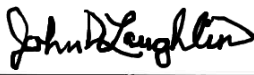
6. The Committee may be continued, modified, or expanded by mutual agreement of the parties.

Tentatively agreed to by:

For SCOE:



Steve Herrington
County Superintendent

Date: 5.10.22



John Laughlin
Associate Superintendent

Date: 05 / 11 / 2022

For SEIU:


Aaron Burton
Field Representative

Date: 05 / 12 / 2022


Abigail Ward
Job Steward

Date: 05 / 12 / 2022


Alli Britton
Job Steward

Date: 05 / 12 / 2022


Karen Catalano
Job Steward

Date: 05 / 12 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 9 – Work Hours

The parties agree to amend Article 9 of their collective bargaining agreement with the following deletions and additions if ratified by SEIU’s unit members:

- 1.d ~~Employment Specialists/Job Coach/Developers~~’ Work Schedule: Employees in the classification of ~~Employment Specialist/Job Developer~~ will be assigned a set number of hours per year and will work an alternative schedule to be worked out between the employee and his/her supervisor. Job announcements for ~~Employment Specialists/Job Coach/Developers~~ will list the number of hours per year for each position being recruited.

Tentatively agreed to by:

For SCOE:

S. Herrington

Steve Herrington
County Superintendent

Date: 07 / 14 / 2022

John Laughlin

John Laughlin
Associate Superintendent

Date: 07 / 06 / 2022

For SEIU:

Aaron Burton

Aaron Burton
Field Representative

Date: 07 / 06 / 2022

Abigail Ward

Abigail Ward
Job Steward

Date: 07 / 13 / 2022

A. Britton

Alli Britton
Job Steward

Date: 07 / 08 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 07 / 12 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 10 – Compensation

The parties agree to replace Article 10, section 2.d of their collective bargaining agreement with the following:

2.d Salary Schedule Increases:

Effective July 1, 2022, unit members shall receive an 8.0% increase to the salary schedule. Effective July 1, 2023, unit members shall receive an 8.0% increase to the salary schedule. Effective July 1, 2024, unit members shall receive an 8.0% increase to the salary schedule. If one of the following employee groups: ASCOE, CTETA, Classified Management or Certificated Management, receives a higher salary percentage increase prior to June 30, 2025, the County Office agrees to increase the same percentage for SEIU unit members during the same period of time as the increase for the other group(s). Compensation will not be reopened until the 2025-2026 school year.

The parties agree to add section 24 to Article 10 of their collective bargaining agreement:

24. Off Schedule Stipend:

Classroom, and custodial and maintenance operations staff employed as of Thursday, September 1, 2022, will receive a one-time stipend of one thousand, five hundred dollars (\$1,500) payable in December 2022.

Non-classroom, non-custodial and maintenance operations staff employed as of Thursday, September 1, 2022, will receive a one-time stipend of seven hundred fifty dollars (\$750) payable in December 2022.

Tentatively agreed to by:

For SCOE:



Steve Herrington
County Superintendent

Date: 07 / 14 / 2022

For SEIU:



Aaron Burton
Field Representative

Date: 07 / 06 / 2022

John Laughlin

John Laughlin
Associate Superintendent

Date: 07 / 06 / 2022

Abigail Ward

Abigail Ward
Job Steward

Date: 07 / 13 / 2022

A. Britton

Alli Britton
Job Steward

Date: 07 / 08 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 07 / 12 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 23 – Duration

The parties agree to amend Article 23 of their collective bargaining agreement as follows:

1. Length of Agreement.

This Agreement shall become effective on July 1, ~~2022~~2019, and shall continue in full force and effect to and including June 30, ~~2025~~2021.

2. Completion of Meet and Negotiation:

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

All meet and negotiation sessions to amend, modify, or change this Agreement for subsequent years shall begin no later than April 30, ~~2025~~2021, unless otherwise mutually agreed by the parties in writing.

3. Notwithstanding section 2 of this Article, the parties agree that during the 2022/2023 school year, but no sooner than February 1, 2023, the parties agree to reopen negotiations on Article 14, section 1 “Early Retirement Incentive” and to consider a pilot program for a telework policy.

[This reflects the renumbering that will occur after adding a new Article 5 to the collective bargaining agreement.]

Tentatively agreed to by:

For SCOE:

S. Herrington

Steve Herrington
County Superintendent

For SEIU:

Aaron Burton

Aaron Burton
Field Representative

Date: 07 / 14 / 2022

Date: 07 / 06 / 2022

John Laughlin

John Laughlin
Associate Superintendent

Date: 07 / 06 / 2022

Abigail Ward

Abigail Ward
Job Steward

Date: 07 / 13 / 2022

A. Britton

Alli Britton
Job Steward

Date: 07 / 08 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 07 / 12 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 12 – Leaves

The parties agree to amend Article 12 of their collective bargaining agreement with the following deletions and additions if ratified by SEIU’s unit members. Necessary renumbering or re-lettering may not be highlighted in red.

1. Authorized Holidays:

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

- (1) January 1, New Year’s Day
- (2) Martin Luther King Day
- (3) Lincoln’s Birthday
- (4) Third Monday in February, Washington’s Holiday
- (5) Last Monday in May, Memorial Day
- (6) June 19, Juneteenth
- (7) July 4, Independence Day
- (8) First Monday in September, Labor Day
- (9) November 11, Veterans Day
- (10) Thanksgiving Day
- (11) The Day Following Thanksgiving Day
- (12) Christmas Eve, December 24
- (13) December 25, Christmas Day
- (14) New Year’s Eve, December 31
- (15) Two (2) floating holidays--upon completion of six (6) months employment—administered as per paragraph (g) below.

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

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

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

Saturday - the holidays will be observed on the Thursday and Friday preceding the Saturday).

- c. When an employee is required to work on any of said holidays, ~~s/he~~ they shall be paid compensation, or given compensatory time off, for such work in addition to the regular pay received for the holiday at the overtime rate. (Note: This means regular pay or time, plus one and one-half (1 1/2) or a total of two and one-half (2 1/2) times regular pay or time.)
- d. All employees, who are not normally required to work during the holiday periods listed in (a) above, shall receive their normal rate of pay for those holidays provided they were in a paid status during a portion of the working day of their normal assignment immediately preceding or succeeding the holiday periods mentioned.
- e. Employees assigned to Special Education, School and Community Services, shall work the calendars of the programs to which the employee is assigned. The operation of this provision shall not cause the loss of any of the above holidays.
- f. In the interests of uniformity in the operation of the county government, days off with pay may be granted to employees for holidays proclaimed for county employees by the Board of Supervisors or the County of Sonoma.
- g. Floating Holidays: Unit members shall be entitled to two (2) floating holidays per fiscal year which may be taken under the following formula:
 - (1) On the first working day within the fiscal year that an employee has pay status as a permanent employee ~~s/he~~ they shall be granted the equivalent of two (2) floating holidays.
 - (2) The two (2) days of floating holiday time must be used in the fiscal year earned or forfeited.
 - (3) The floating holiday time may be taken in half hour increments and may be combined with other leave such as vacation time.

2. Sick Leave:

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

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

b. Sick Leave Usage: Sick leave may be taken in increments of no less than thirty (30) minutes but such leave shall not be combined with break times. Sick leave credits may be used during the authorized absence of an employee for any of the following reasons:

- (1) Illness, injury, incapacity or exposure to contagious disease of the employee. Up to six (6) days of regular sick leave, in addition to the seven (7) days allowed under Personnel Necessity Leave, may be used for illness, injury, incapacity or exposure to contagious disease of the employee's immediate family or anyone, who over a period of time, has held the place of such a member;
- (2) For time needed by the employee to undergo medical, dental, or vision treatment or examination;
- (3) Incapacity due to the imminent or actual birth of a child.
- (4) Personal Necessity:
 - (a) Amount of Time: An employee may elect to use, not to exceed seven (7) days in any one (1) fiscal year, sick leave which has been earned pursuant to Education Code Section 45191, for personal necessities. Such use of sick leave for personal necessities shall not exceed seven (7) days in any one (1) fiscal year, unless approved by the Superintendent.

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

- (b) Definitions:

"Personal Necessity" is defined as any situation which requires the unit member to be absent from work during regular work hours and which cannot be accomplished during the unit member's non-work hours.

"Immediate family" is as defined in this agreement.

- (c) Notice:

No notice nor advanced approval for the use of personal necessity leave shall be required for leave taken for any of the following reasons:

 - (1) Death or illness of a member of ~~his/her~~their immediate family; or
 - (2) Accident involving ~~his/her~~their person or property or property of a member of ~~his/her~~their immediate family.
(Please also see Sick Leave Usage.)

- (d) Notice and advanced approval for the use of personal necessity leave shall be required for leave taken for any of the following reasons:
 - (1) Appearance in any court or before any administrative tribunal as a litigant or witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for in this agreement; or
 - (2) Required appointments for the employee, ~~his/her~~their children, or other immediate family members in the household and volunteering in schools.
- (e) Inappropriate Use: Personal necessity shall not be used for recreation, extension of vacation or holiday, other employment, work stoppage, or strike.
- (f) Approval Procedures:
 - (1) The immediate supervisor shall review the personal necessity leave request to approve or disapprove the time sequence and to ensure compliance with the contract.
 - (2) No new employee with probationary status may use more than six (6) days of paid sick leave during the first six (6) months of employment without the written recommendation of the supervisor concerned and the approval of the Superintendent.

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

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

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

- d. Verification: A unit member may be required to present proof of illness or incapacity in order to qualify for pay during sick leave. A medical certificate may be required to substantiate any claim of workers' compensation regardless of length. For sick leave claims other than workers' compensation, substantiation will not be required for leaves of three (3) days or less unless the person has been notified verbally or in writing about concerns of excessive/inappropriate use or abuse of sick leave. Substantiation may be required for any length of requested sick leave if the employee has exhausted their accumulated sick leave.

- e. Application Sub-Difference Extended Illness Differential Leave:
- (1) When an employee has ~~expended his/her~~ exhausted their accrued sick leave and ~~is continues to be~~ absent due to illness or injury ~~for a period of five (5) consecutive days, the employee would have been on duty,~~ the employee shall be eligible for subextended illness differential leave retroactive to the first day of the ~~five day waiting period.~~ ~~When an employee has expended his/her accrued sick leave and is absent due to an illness or illness/injury which in the case of an ongoing condition has a composite duration of five (5) days of work or more, the employee shall be eligible for.~~
 - (2) Extended illness differential leave. ~~Differential leave~~ shall be for a maximum of one hundred (100) duty days from the first day of the absence: ~~per fiscal year and per illness/injury.~~
 - (3) The amount deducted from the salary due the regular employee for any month in which the absence occurs shall not exceed the sum which is actually paid to a substitute employee employed to fill his/her/their position during the absence. In the event that the absent employee is in the first step of a salary range, the employee shall receive at least a five (5) percent differential.
 - ~~(4) — An employee eligible for sub-differential leave may, with the approval of his/her immediate supervisor, use accrued vacation or compensatory time between the expiration of sick leave and the beginning of sub-differential leave.~~
 - (5) An employee on subextended illness differential leave which extends into a new fiscal year shall be eligible only for the unexpended days of the initial subextended illness differential leave for the same illness or injury.
- f. Sick Leave Conservation Incentive: Each employee who uses less than five (5) days, or forty (40) hours, sick leave between July 1 to June 30 of each year shall receive a Sick Leave Conservation Incentive of one (1) additional vacation day. Employees are encouraged to use this additional vacation day within the fiscal year it is received.
- g. During an approved leave, including sub differential leave, the employee shall be entitled to continue all medical insurance coverage (health, dental and vision) on the same terms and conditions as if employment had continued in active status.

3. Catastrophic Leave:

- a. Definition: Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury such as, but not limited to, cancer or heart attack, which clearly disables the individual for more than twenty (20) days.

- b. Coverage: All permanent employees shall be eligible for such leave due to their own serious illness/injury or the serious injury/illness of an immediate family member defined as spouse, parent, sibling, or child.
- c. Other Leave: An employee must first exhaust all accrued leaves before qualifying for Catastrophic Leave.
- d. Catastrophic Leave Generic Bank of Hours: Each permanent employee who separates from the County Office, through other than layoff, may elect to donate up to twenty-five percent (25%) of unused accrued sick leave, up to a maximum of forty (40) hours, into a generic catastrophic leave hours bank. Each employee who elects to make such a donation will sign a form making an irrevocable choice to donate a specific number of hours. Such donated sick leave hours may not be transferred to subsequent employment with another educational institution.

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

- e. Catastrophic Leave Specific Bank of Hours: Catastrophic Leave taken by an employee, beyond the forty (40) hours allowed from the generic bank of hours, shall be counted against a bank of hours specifically donated by other County Office employees on behalf of the affected employee. No employee shall be allowed to use more than four hundred eighty (480) hours from the specific catastrophic leave bank in one (1) fiscal year; nor may the employee use more than the total number of hours available in the bank.
- f. Employee Donation of Hours: County Office employees donating sick leave, vacation, or compensatory time to the Catastrophic Specific Leave Bank for a specific individual, must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least forty (40) hours after the donation of vacation time and/or eighty (80) hours of sick leave after the donation of sick leave time. Employees may donate all of their accrued compensatory time to the bank upon written waiver. Donated time and time used will be added or deducted in full-hour increments, and will be considered as equivalent in value for purposes of this section only.

4. Vacation Leave:

- a. Vacation Accrual Limits: Each bargaining unit employee, shall accrue vacation leave with full pay as provided herein. Each employee with less than eleven (11) years of service may carry over a maximum of thirty (30) days vacation leave from one (1) fiscal year to the next and employees employed for eleven (11) years or more may carry over thirty-seven (37) days, provided however, that they use

enough vacation leave during the same year to bring the accrual total to the thirty-seven (37) day maximum.

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

b. Vacation Accrual Rates:

(1) Vacation Schedule shall be as follows:

0 to 5 years	12 days
6 to 10 years	15 days
11 to 15 years	18 days
15 or more years	21 days

(2) No employee shall accrue any paid vacation leave ~~for~~during any period of leave without pay, absence without leave or suspension.

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

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

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

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

When an employee is restricted on use of vacation during a certain month or months of the year due to needs of the County Office, the County Office shall

make every effort to be flexible in accommodating the employees request(s) to use vacation during the remaining months in the year.

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

5. Industrial Accident and Industrial Illness Leave:

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

- a. Leaves resulting from an industrial accident, injury, or illness shall be granted in accordance with the provisions of Education Code Sections 44043, 45192 and this rule.
- ~~b. An employee in the classified service, who is absent from duty because of an accident, injury, or illness defined as industrial under provisions of the Workers' Compensation Insurance Law, shall be granted paid Industrial Accident/Illness Leave for each such accident, injury, or illness while receiving temporary disability benefits from Workers' Compensation, provided that:
 - ~~(1) S/he has probationary or regular status.~~
 - ~~(2) In the opinion of the County Office of Education's insurance carrier, the accident, injury, or illness constitutes an industrial accident/illness, or, if contested, it is ultimately determined to be work-related.~~~~
- c. Sonoma County Office of Education employees who have experienced a work-related injury and are absent from work due to the accident, injury, or illness shall be entitled to Industrial Accident/Illness Leave as set forth in the following conditions and regulations:
 - (1) Industrial Accident/Illness Leave shall be for a maximum of sixty (60) days for each accident, injury, or illness. Eligibility for Industrial Accident/Illness Leave shall continue for only such period as the employee qualifies under the workers' compensation laws.
 - (2) Allowable Industrial Accident/Illness Leave shall not accumulate from year to year; nor from one accident/illness to another.
 - (3) Industrial Accident/Illness Leave shall commence on the first day of absence. Absences in relation to the employee's work-related injury that are supported by a physician's authorization, i.e., work status report, and which are verified by the County Office of Education's insurance carrier, as qualified for workers' compensation are absences payable under Industrial Accident/Illness Leave.

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

- (4) Employees who are absent from work on account of an Industrial Accident/Illness Leave shall receive wages, that when combined with the temporary disability indemnity award made under workers' compensation, shall not exceed ~~his/her~~their normal wages.
- (5) Industrial Accident/Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award made under workers' compensation. But, as in the case of an employee being returned to modified duty where ~~his/her~~their workday hours are temporarily reduced (modified), Industrial Accident/Illness Leave shall be pro-rated and will be reduced only by a portion of one day for each portion of one day of authorized absence.

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

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

Upon expiration of the allowable sixty (60) day leave for an industrial accident or illness, the employee may use personal illness and injury leave. If the employee continues to receive temporary disability indemnity, ~~s/he~~they may elect to take as much of the accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to ~~his/her~~their temporary disability indemnity, will

result in a payment to the employee of not more than the employee's full salary. (Education Code 45192)

~~(7) The sixty (60) day Industrial Accident/Illness Leave is part of a five (5) month differential leave that is available to classified employees (70.400.5E). Upon exhaustion of the sixty (60) days the employee's entitlement leave, i.e., sick leave, accrued vacation, earned compensatory time, other earned paid leave, i.e. floating holiday, will then be used for the remainder of the five (5) month differential leave.~~

~~If the employee's entitlement leave is exhausted prior to the expiration of the five (5) month differential leave the employee will be entitled to substitute differential pay for the remainder of the leave.~~

~~If the employee continues to receive a temporary disability indemnity award, only the portion of entitlement leave or substitute differential shall be used which, when added to his/her temporary disability indemnity award, will result in a payment to the employee of not more than the employee's full day's wage or salary. (Education Codes 45191, 45192, 45196)~~

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

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

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

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

will not collect the employee's share of the premium for the three (3) months the premium was advanced. If the employee does return to employment with SCOE within six (6) months of the separation date, the County Office will collect the employee's share of the premiums that were advanced pursuant to this section. The employee may request a time period of up to nine (9) months for collection of the employee's share of the premium.

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

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

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

The employee shall be reemployed in the first vacancy in the classification of ~~his/her~~ their previous assignment. The employee shall have preference over all other applicants except those laid off for lack of work/lack of funds, in which case they are ranked according to seniority. Upon resumption of duties, the break in service shall be disregarded and employee fully restored with permanent status. (Education Code 45195)

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

- (13) A regular employee's salary is computed on the basis of the number of hours and days in ~~his/her~~their basic daily assignment. An employee who is not fulltime shall have ~~his/her~~their regular salary computed on the basis of the average number of hours worked each month in which the employee was in paid status during the preceding year.

The Superintendent shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary, and/or leave benefits, and shall deduct normal retirement and other authorized contributions.

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

6. Bereavement Leave:

- a. An employee shall receive necessary leave of absence with full pay, not to exceed three (3) days, or five (5) days if travel over ~~four~~two hundred ~~fifty~~(450)twenty-five (225) miles each way is required in the event of death of a member of the immediate family as defined below. With approval from the County Superintendent or designee, an employee may be granted additional earned leave to meet the needs of their family that result from a death of a family member.
- b. For the purposes of this Article XI, Section 6 (Bereavement Leave), immediate family is used as defined in Article II.
- c. Any denial of bereavement leave will be in writing and state the reason for the denial.
- d. If needed, additional absence without loss of salary will be allowed in accordance with Section 2. If additional time is needed, the employee may request the use of accrued vacation time or compensatory leave time.
- e. An employee may receive time up to one (1) day with full pay to attend the funeral of a close, personal friend.

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

- a. Employees ~~may take~~are entitled to up to forty (40) hours of unpaid leave per year ~~(up to for either:~~
 - (1) To find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of their child, if the employee, prior to taking the time off, gives reasonable notice to their supervisor of the planned absence. Time off pursuant to this subparagraph shall not exceed eight (8) hours in any calendar month) ~~to participate in their child's school or~~

~~child care activities. There are three types of paid leave available: of the year.~~

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

b. Employees may choose to utilize their Vacation, Compensatory, or Personal Necessity leave (up to one day per year). ~~Unpaid leave may be used at the discretion of the Supervisor~~ to receive pay for leave taken pursuant to this paragraph.

8. Jury Duty and Witness Leave:

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

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

b. Leave of absence to serve as a witness in a court case shall be granted to an employee when ~~s/he has~~they have been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee, if any, for such leave is assigned to SCOE and the subpoena or court certification is filed with the Superintendent. Request for leave of absence to serve as a witness should be made by presenting the official court summons to jury service to the Department Head.

c. The jury service fee and witness fee, if any, referred to in (a) and (b), respectively, do not include reimbursement for transportation expenses.

d. An employee who has received leave of absence under this contract section shall make himself/herself available for work during hours when ~~his/her~~their presence is not required in court.

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

10. Military Leave: Military Leave of Absence shall be granted and compensated in accordance with Military and Veterans Code Section 389 and 395.
11. Leave of Absence Without Pay:
 - a. Leave of absence without pay may be granted to a bargaining unit employee, upon the written request of the employee and the approval of the Superintendent or ~~his/her~~their designated representative, subject to the following restrictions:
 - (1) A full or partial leave of absence, without pay may be granted for any period not exceeding one (1) year, on a year-by-year basis, except that leave of absence for military service shall be granted as provided by Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps or the Red Cross or Merchant Marine during time of national emergency may be granted for a period not to exceed twenty-four (24) months.
 - (2) The granting of a leave of absence without pay gives to the employee the right to return to ~~his/her~~their position at the expiration of ~~his/her~~their leave of absence, provided that ~~s/he is~~they are physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned must be released or reassigned upon completion of the leave and return of the regular employee.
 - (3) The granting or denial of any leave without pay for whatever reason is within the discretion of the Superintendent. Requests for such leave will not be arbitrarily denied, and upon request, written reasons will be provided. Each such request will be considered on its individual circumstances and merit and the granting or denial shall not act as precedent from one year to the next or from one employee to another. An employee may or may not be required to exhaust all paid leaves to which they are entitled prior to taking a leave without pay.
 - (4) A leave of absence without pay of any length may cause a loss of retirement service credit.
 - b. The Superintendent, as ex-officio secretary for the Board of Education may, for good cause, cancel any leave of absence by giving the absent employee due notification. The employee may appeal the cancellation through the grievance procedure.
 - c. An employee may make a written request to the Superintendent, as ex-officio secretary for the Board of Education to return to work prior to the expiration date of the leave. The Superintendent may approve or reject the request.
 - d. Failure to report for duty within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the Superintendent, as ex-officio secretary for the

Board of Education. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause. This provision is not applicable to military leave.

- e. If an employee cannot be placed in a vacant position in his/her/their class upon return from leave of absence, s/he/they shall have bumping and reemployment rights, in accordance with his/her/their seniority, in the same manner as if s/he/they had been laid off for lack of work or lack of funds on the date his/her/their leave expires.
- f. ~~Medical benefits During Sub-Difference Leave: The County Office shall continue to make its normal contributions towards the cost of health, dental, vision, and long term disability coverage for an employee who is on sub-difference leave for the duration of the leave or five months, whichever is less. After the initial five (5) months of sub-difference leave, the~~Medical benefits During Unpaid Leave: An employee who is on leave without pay shall be allowed to continue any or all of the insurance benefits provided under this agreement at the employee's own expense, subject to carrier approval, until the employee returns from such approved leave.
- g. Re-enrollment in Medical Plans:
 - (1) Medical Plans: An employee who is on leave without pay, who has elected not to continue medical benefits while on the leave, shall be required to re-enroll in the medical program in which the employee participated prior to the leave without pay subject to carrier approval.
 - (2) Dental Plan: Eligible employees on leave of absence may continue to be provided benefits provided continued premium charges are paid. An employee who elects not to pay premiums while on leave, will be reinstated at seventy percent (70%) reimbursement upon return to work.

12. Pregnancy Disability Leave (PDL):

- a. ~~A pregnancy~~Pregnancy disability leave may will be granted to an employee upon request for ~~time prior to the expected delivery date, pregnancy, childbirth and related medical conditions~~ up to four (4) calendar months: ~~(17 and 1/3rd work weeks)~~. For less than full-time employees, the leave time is prorated. The employee shall provide the specific dates of the requested leave and a doctor's verification.
- b. During an approved leave the employee shall be entitled to continue all medical insurance coverage (health, dental and vision) on the same terms and conditions as if employment had continued in active status.
- c. Accrued vacation may be used before, during or after the pregnancy leave and as provided under long-term disability. In lieu of paid leave, the employee may choose an unpaid leave as provided in Section 16 of this Article.

- d. During the course of the leave, the employee is required to use accrued sick leave.
- e. Employees on this leave return to their former position and department, subject to reassignment and transfer on the same basis as other unit members.
- f. No later than two (2) weeks before the end of an approved pregnancy leave, the unit member shall notify the Human Resources Department in writing of the following:
 - (1) intent to return to duties at the expiration of the leave; or
 - (2) their resignation with effective date; or
 - (3) a request for other available leave(s).

13. Parental Leave:

- a. Parental leave may be granted within the first year of the birth of a child, when an employee adopts a child, or when other circumstances warrant such leave; ~~;~~ pursuant to Education Code section 45196.1.
- b. Employees on this leave return to their former position and department, subject to reassignment and transfer on the same basis as other unit members.
- c. During an approved Parental Leave the employee shall be entitled to continue all medical insurance coverage (health, dental and vision) on the same terms and conditions as if employment had continued in active status.
- ~~d. — Parents who are both employed by the County Office, have a combined total of twelve (12) work weeks within a twelve (12)-month period.~~
- e. No later than two (2) weeks before the end of an approved Parental leave, the unit member shall notify the Human Resources Department in writing of the following:
 - (1) intent to return to duties at the expiration of the leave; or
 - (2) their resignation and effective date; or
 - (3) a request for extension of other available leave(s).

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

- a. Each qualified employee ~~who has been employed by the County Office for more than one continuous year is~~ can be eligible for ~~these leaves, not to exceed a total~~ Family Medical Leave Act (“FMLA”) and/or California Family Rights Act (“CFRA”) leave of up to twelve ~~(12)~~ work weeks ~~within a per~~ twelve (12)-month period ~~and these leaves for the reasons set forth in the various statutes. This leave runs concurrently with any applicable paid leave time. These statutes are different~~

and one or both may apply to a particular situation; when both apply, they will run concurrently.

These leaves

- b. Family Care Leave may be used for the following reasons:
- (1) To care for one's own serious health condition;
 - (2) To care for certain family members' serious health conditions;
 - (3) To bond with a new child;
 - (4) When there is a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child or parent in the US Armed Forces, or
 - (5) To care for a spouse, child, parent, or next of the employee or kin in the armed services or National Guard who receives a serious injury or illness in the line of the duty.
- c. Leave described in 14.b.2 may be taken to care for the serious health condition of a spouse, domestic partner, parent, child (of any age), child of a domestic partner, grandparents, grandchildren, and siblings.
- d. This leave may be taken intermittently with County Office agreement.
- e. During the period of leave, the County Office shall allow the unit member to elect to use their accrued sick leave. Unit members may use other paid or unpaid leaves provided in this Article.
- f. The unit member shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an illness, injury (including, but unpaid leave taken for any other purpose.
- g. The unit member shall retain their employee status with the County Office during the leave period, and the leave shall not limited to, on the job injuries); impairment constitute a break in service for purposes of longevity, seniority, or physical any other employee benefit plan. Unit members who are granted such leave shall be employed in the same or mental condition that involves either inpatient comparable position upon return from leave.
- h. If a unit member's need for family care or continuing leave is foreseeable, they shall give the County Office reasonable advance notice. If the leave is needed for a planned medical treatment by their or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of

school or County Office operations. This scheduling shall be subject to the health care provider's approval.

- i. A unit member's request for leave to care for an immediate family member who has a serious health condition shall be supported by a certification from the health care provider.

~~During the period of such leave the County Office shall maintain the employee's health benefits, if any, on the same basis as if the employee was in paid status. Upon return from leave, the employee returns to their former position and department, subject to reassignment and transfer on the same basis as other unit members. The employee's absence under this provision of the person requiring care, on a form to be provided by the County Office.~~

- j. The County Office shall not refuse to hire and shall not ~~be considered a break in service.~~

~~The employee must provide the County Office with at least thirty (30) days advanced notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances discharge, fine, suspend, expel or discriminate against any unit member because they exercise the right to this leave or because they give information or testimony related to their or another person's leave in an inquiry related to family leave rights.~~

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

Tentatively agreed to by:

For SCOE:

S. Herrington
Steve Herrington
County Superintendent

Date: 07 / 20 / 2022

John Laughlin
John Laughlin
Associate Superintendent

Date: 07 / 15 / 2022

For SEIU:

Aaron Burton
Aaron Burton
Field Representative

Date: 07 / 19 / 2022

Abigail Ward
Abigail Ward
Job Steward

Date: 07 / 20 / 2022

(Additional signatures on next page)

A. Britton

Alli Britton
Job Steward

Date: 07 / 19 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 07 / 19 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Multiple Articles

The parties agree that the following Articles from their collective bargaining agreement that expired on June 30, 2022, will be incorporated into their successor collective bargaining agreement as-is, with the exception of the global agreement changes identified in this Tentative Agreement:

Article 1 – Recognition

Article 2 – Definitions

Article 8 – Job Stewards

Article 11 – Benefits

Article 13 - Retirement

Article 18 – Training

Article 19 – Contracting Bargaining Work

Article 20 – Grievance Procedure

Article 21 – Severability and Replacement

Article 22 – Enactment

Global changes from the last collective bargaining agreement to the successor collective bargaining agreement:

Roman numeral numbering for Articles will be replaced with decimal numerals. For example, Article III becomes Article 3 and Article IV becomes Article 4.

Previously, the parties tentatively agreed to add a new Article 5 to the collective bargaining agreement. Existing references to Articles 5 and up will be changed to reflect this renumbering. For example, Article 5 (Employee Rights) in the previous collective bargaining agreement becomes Article 6 (Employee Rights) in the successor collective bargaining agreement. These changes were not made in the parties' tentative agreements to make it easier to compare the tentative agreements to the previous collective bargaining agreement.

Gendered language (he/she, his/hers) will be replaced with gender-neutral language (they/theirs).

Tentatively agreed to by:
(Signatures on next page)

For SCOE:

S. Herrington

Steve Herrington
County Superintendent

Date: 07 / 20 / 2022

John Laughlin

John Laughlin
Associate Superintendent

Date: 07 / 20 / 2022

For SEIU:

Aaron Burton

Aaron Burton
Field Representative

Date: 07 / 20 / 2022

Abigail Ward

Abigail Ward
Job Steward

Date: 07 / 20 / 2022

A. Britton

Alli Britton
Job Steward

Date: 07 / 20 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 07 / 20 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 14 – Employment Rights

The parties agree to amend Article 14 of their collective bargaining agreement with the following deletions and additions if ratified by SEIU’s unit members. Necessary renumbering or re-lettering may not be highlighted in red.

5. Layoff:

“Days” as used in this section means calendar days. If the County Office proposes to lay off an employee for the ensuing school year due to a lack of work or lack of funds, it shall notify the Union in writing no later than March 15. Employees to be laid off due to lack of work or lack of funds shall be given written notice no later than March 15 that it has been recommended that the notice be given to the employee, stating the reasons that the employee’s services will not be required for the ensuing year, and informing the employee of the employee’s displacement rights, if any, and reemployment rights.

If the County Office proposes to lay off an employee as a result of the expiration of a specially funded program, it shall notify the Union in writing at least sixty (60) days in advance of the effective date. ~~Employees~~Unit members to be laid off shall receive no less than sixty (60) days written notice of a lay off.

The County Office agrees to negotiate with the Union regarding the effects of a layoff upon request.

...

5.a.(3) If an employee is demoted to a position in a lower paid classification as a result of implementation of a layoff, the employee’s hourly rate of pay will be “Y rated.”

~~a. The employee is advised to consult with Human Resources to determine if the employee’s salary will eligible to be Y rated.~~

~~b. If the employee’s salary is Y rated, the salary~~ The hourly rate of pay will remain in Y rated status until such time as:

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

b. The employee is reinstated to his/her previous position, or

c. The employee refuses an offer to be reinstated to his/her previous position, or

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

Section 70.200.8 starting on page. 98.(Please see Merit Rules for an explanation of Y rating.)

5.b.1 Continuation of Health Benefits:

Employees laid off will receive up to three (3) months of health benefits paid by the County Office. Such payment of premium will terminate if the laid off employee secures other employment which provides health insurance coverage. Laid off employees who did not elect to receive health coverage through the County Office during their employment will instead receive a \$500 support stipend.

c. Time Off on the Job to seek Employment: Each employee who has been notified they are to be laid off and who has not been transitioned into another County Office position, may use up to four (4) days of unused, accrued sick leave and two (2) days of "New Employment Leave" to apply, interview, or look for seek other employment. Employees must have prior approval from their supervisor to use this time off. Requests for this leave must be submitted three (3) business days in advance and is subject to approval. SCOE will make every effort to accommodate these leave requests.

d. Job Fair: When SCOE has served employees with preliminary layoff notices due to lack of work or lack of funds, SCOE will offer support to assist employees facing layoffs in composing their resumes, provide interview tips and provide information and assistance to connect employees to districts that may be hiring. SCOE agrees to hold a Job Fair by the last week in May 2022 to host all Sonoma County School Districts hiring impacted classifications.

e. Layoff Substitute Pay: Any Teaching Assistant may be rehired to serve as a Substitute Teaching Assistant at their last hourly rate of pay on a day-to-day basis. Substitute teaching does not replace the protections afforded by the Education Code or Rehire List. SCOE will prioritize laid off Teaching Assistants before recruiting elsewhere.

f. Retired Substitute Pay: Any retiree hired as a classified substitute will be paid at the step last reached as of when they retired regardless of the range for which they are hired, and at the range applicable to the substitute position.

Tentatively agreed to by:

For SCOE:



Steve Herrington
County Superintendent

Date: 07 / 20 / 2022

(Additional signatures on next page)

For SEIU:



Aaron Burton
Field Representative

Date: 07 / 20 / 2022

John Laughlin

John Laughlin
Associate Superintendent

Date: 07 / 20 / 2022

Abigail Ward

Abigail Ward
Job Steward

Date: 07 / 20 / 2022

A. Britton

Alli Britton
Job Steward

Date: 07 / 20 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 07 / 20 / 2022

S. Herrington

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 15 – Management Rights

The parties agree to amend Article 15 of their collective bargaining agreement with the following additions if ratified by SEIU's unit members:

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

In the event of an emergency, the County Office shall have the right to rescind any portion of this Agreement directly related to the nature of the emergency, excluding Articles 11 “Compensation” and 12 “Benefits.” In the event of an emergency, the County Office shall have the right to request renegotiation of any terms in Articles 11 or 12 for the duration of the emergency. “Emergency” as used in this Article is limited to those highly unusual or catastrophic situations which would prevent the normal functioning of the County Office pursuant to this Agreement. Whenever reasonably possible, prior to a declaration of emergency by the County Office, SEIU 1021 shall be given written notification of the County Office's intent. A meeting shall be held with SEIU 1021 to discuss the nature of the emergency and the necessary steps that have been, or will be, taken. At the cessation of the emergency, the rescinded or renegotiated contractual terms shall be automatically reinstated as they existed at the start of the emergency. All public employees, including unit members, are “disaster service workers” under state law (see Gov't. Code sec. 3100 et seq.) and this Article does not limit any of SCOE's rights under state law to direct disaster service workers.

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

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

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

Tentatively agreed to by:

For SCOE:



Steve Herrington
County Superintendent

Date: 07 / 20 / 2022



John Laughlin
Associate Superintendent

Date: 07 / 15 / 2022

For SEIU:



Aaron Burton
Field Representative

Date: 07 / 15 / 2022



Abigail Ward
Job Steward

Date: 07 / 15 / 2022



Alli Britton
Job Steward

Date: 07 / 20 / 2022



Karen Catalano
Job Steward

Date: 07 / 15 / 2022

Tentative Agreement

SEIU Local 1021 and Sonoma County Superintendent of Schools / SCOE

Article 17 – Working Conditions

The parties agree to amend Article 17 of their collective bargaining agreement with the following deletions and additions if ratified by SEIU’s unit members.

Section 5 will be revised and split into two Sections follows:

5. Clothing: The County Office shall provide protective clothing to employees who, during the performance of their/his/her job, ~~(1) may soil their/his/her clothing or are;~~ ~~(2) is~~ required to be exposed to the rain.
6. Shoes; ~~(3) w~~ When an employee’s worksite requires slip-proof shoes ~~are required~~, the County Office will offers slip-proof shoe covers or the employee may purchase slip-proof shoes to be reimbursed by the County Office in an amount up to one hundred forty dollars (\$140); every school ~~two (2)~~ years. Employees of the Maintenance and Operations Department who regularly work outside in potentially hazardous conditions requiring extra protection may purchase work boots with steel or composite toes to be reimbursed by the County Office in an amount up to two-hundred fifty dollars (\$250) every school year. To receive reimbursement for slip-proof shoes or work boots, an eligible newly hired employee must submit a receipt and a reimbursement request within ninety (90) days of hire, and an eligible continuing employee must submit a receipt and a reimbursement request no later than October 31 of the current school year.

The existing Section 6 “Tools” will be renumbered as Section 7.

Tentatively agreed to by:

For SCOE:



Steve Herrington
County Superintendent

Date: 05 / 16 / 2022



John Laughlin
Associate Superintendent

Date: 05 / 16 / 2022

For SEIU:



Aaron Burton
Field Representative

Date: 05 / 16 / 2022



Abigail Ward
Job Steward

Date: 05 / 15 / 2022

A. Britton

Alli Britton
Job Steward

Date: 05 / 19 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 05 / 16 / 2022

Memorandum of Understanding
between
Sonoma County Superintendent of Schools/Sonoma County Office of Education and
Service Employees International Union, Local 1021
regarding
Impacts and Effects of Layoffs

This MOU is entered into between the Sonoma County Superintendent of Schools/Sonoma County Office of Education (“SCOE”) and the Service Employees International Union Local 1021 (“SEIU”), collectively “the Parties,” as of the latest date a party signed this MOU, below.

Recitals

SCOE contracts with local school districts to provide many special education services and programs, but local school districts are increasingly creating their own district-based special education programs instead of contracting with SCOE. At the conclusion of the 2021/2022 school year, SCOE has laid off multiple SEIU unit members due primarily to local school districts taking back special education programs from SCOE. Local school districts have informed SCOE that they intend to take back even more programs serving a larger number of students at the conclusion of the 2022/2023 or 2023/2024 school years which will likely result in further layoffs.

The Parties have met and negotiated this MOU in good faith.

Agreement

SEIU unit members (“Employees”) laid off at the conclusion of the 2021/2022, or 2022/2023, or 2023/2024 school year will have their health benefits extended by four (4) months at SCOE’s expense. Such payment of premium will terminate if the laid off employee secures other employment which provides health insurance coverage. Laid off employees who did not elect to receive health coverage through SCOE during their employment will instead receive a \$500 support stipend.

If, by October 1st of the calendar year in which an employee was laid off at the end of the school year, such a laid off employee has not been offered rehire into a SCOE position and the laid off employee qualifies for unemployment insurance benefits, then the employee may promptly notify SCOE and SCOE will pay the employee a one thousand dollar (\$1,000) stipend. The laid off employee will be required to provide proof of eligibility for unemployment insurance benefits from the Employment Development Department.

This MOU resolves the negotiable impacts and effects of layoffs.

///

///

Agreed to by:

For SCOE:

S. Herrington

Steve Herrington
County Superintendent

Date: 07 / 14 / 2022

John Laughlin

John Laughlin
Associate Superintendent

Date: 07 / 19 / 2022

For SEIU:

Aaron Burton

Aaron Burton
Field Representative

Date: 07 / 15 / 2022

Abigail Ward

Abigail Ward
Job Steward

Date: 07 / 15 / 2022

A. Britton

Alli Britton
Job Steward

Date: 07 / 19 / 2022

Karen Catalano

Karen Catalano
Job Steward

Date: 07 / 15 / 2022

Memorandum of Understanding
between
Sonoma County Superintendent of Schools/Sonoma County Office of Education and
Service Employees International Union, Local 1021
regarding
Summer 2022 Alternative Work Schedules

May 2, 2022

This MOU is entered into between the Sonoma County Superintendent of Schools/Sonoma County Office of Education (“SCOE”) and the Service Employees International Union Local 1021 (“SEIU”), collectively “the Parties,” as of the latest date a party signed this MOU, below.

Recitals

Education Code section 45132 permits SCOE, with the concurrence of SEIU, to adopt a 10-hour-per-day, 40-hour, four-consecutive-day workweek for all, or certain classes of SEIU unit members, or for specific SEIU unit members within a class. This alternative work schedule is often called a “4/10” schedule.

The Parties wish to make available a 4/10 work schedule during the Summer of 2022 for SEIU unit members who do not directly support students during summer programs such as Extended School Year, and the Parties have met and negotiated this MOU in good faith.

Agreement

In consideration of the acts and promises contained in this MOU, the Parties agree to establish a 4/10 schedule for eligible, interested SEIU unit members during the summer of 2022 as follows:

- 1) The weeks of June 20 and July 4, 2022, include Monday holidays (observation of Juneteenth, Fourth of July), so SEIU unit members shall work their normal schedules during these weeks and observe the Monday holidays.
- 2) SEIU unit members supporting student services during the summer:
 - a. An SEIU unit member in any of the following classifications is eligible to switch to a 4/10 schedule for the workweeks listed in paragraph (3)(b), below:
 - i. Academic Support Staff
 - ii. Adaptive Technology Assistant
 - iii. Brailist - II
 - iv. Department Systems Coordinator

- v. School Office Coordinator - II
- vi. TA - LVN
- vii. Teaching Assistant - Special Education
- viii. Teaching Assistant - Speech and Language
- ix. Teaching Assistant – Transition

b. Workweeks with a 4/10 schedule:

- i. July 18, 2022
- ii. July 25, 2022
- iii. August 1, 2022

3) Other SEIU unit members: an SEIU unit member who is not in any of the classifications listed in paragraph 3(a), above, is eligible to switch to a 4/10 schedule for the following workweeks:

- a. June 6, 2022
- b. June 13, 2022
- c. June 27, 2022
- d. July 11, 2022
- e. July 18, 2022
- f. July 25, 2022
- g. August 1, 2022

4) If an eligible SEIU unit member would normally be scheduled to work fewer than 40 hours in a week in the workweeks identified above, the SEIU unit member may work with their supervisor to adjust their regular schedule to work the same number of hours in a week over the course of four consecutive days.

5) By Friday, May 13, 2022, eligible SEIU unit members shall submit their preference to work a Monday-Thursday schedule or Tuesday-Friday schedule to their direct supervisors on the form provided by SCOE. The form shall also inform eligible SEIU unit members of the applicable overtime provisions contained in paragraph (6), below, and require them to acknowledge and agree to these overtime provisions while working their alternative work schedules as per this MOU. Supervisors shall attempt to honor schedule requests, but have

discretion to select Monday-Thursday or Tuesday-Friday schedules for eligible SEIU unit members as necessary to ensure adequate staffing to process essential business functions on Mondays and Fridays. SCOE shall notify eligible SEIU unit members of their alternative work schedules by Monday, May 23, 2022.

- 6) Eligible SEIU unit members who elect to participate in the Summer 2022 alternative work schedule shall, during those workweeks, receive overtime pay for all hours worked in excess of 10 hours in one day or all hours worked on their fifth, sixth, or seventh workday of the workweek. However, for any eligible SEIU unit member who is normally scheduled to work five hours or less per day during the normal workweek, such an eligible SEIU unit member shall receive overtime pay for all hours worked in excess of 10 hours in one day or all hours worked on their sixth or seventh workday of the workweek. The workweek begins each Monday. (Education Code section 45132.)
- 7) The parties agree this is a pilot program with the interest of exploring whether to add alternative work schedules to the Parties' collective bargaining agreement in the future. The Parties shall meet and confer in the first quarter of 2023 to review the results of this pilot program and bargain implementation of alternative work schedules in the future.

For SCOE:



Steve Herrington
County Superintendent



John Laughlin
Associate Superintendent

For SEIU:



Aaron Burton
Field Representative



Alli Britton
Job Steward



Karen Catalano
Job Steward



Abigail Ward
Job Steward