MASTER CONTRACT

between

SOLANO COUNTY OFFICE OF EDUCATION/ SOLANO COUNTY SUPERINTENDENT OF SCHOOLS

and

SOLANO SCHOOL BUS DRIVERS/PUBLIC EMPLOYEES UNION, LOCAL 1

July 1, 2016 - June 30, 2019

TAB INDEX GUIDE

	-
#1: Article 1 – Agreement	#10: Article 10 – Layoff/Reemployment
#2: Article 2 – Recognition	#11: Article 11 – Leaves
#3: Article 3 – Scope of Representation	#12: Article 12 – Employee Evaluations
#4: Article 4 – Membership	#13: Article 13 – Safety
#5: Article 5 – Union Rights	#14: Article 14 – Uniforms
#6: Article 6 – Grievance Procedure	#15: Article 15 – Employee Benefits & Salaries
#7: Article 7 – Transfers	#16: Article 16 – Severability
#8: Article 8 – Promotions	#17: Article 17 – Disciplinary Action
#9: Article 9 – Hours of Employment	#18: APPENDIX



Lisette Estrella-Henderson, Superintendent of Schools

5100 Business Center Drive, Fairfield, CA 94534-1658 707.399.4400 * www.solanocoe.net

MEMORANDUM OF UNDERSTANDING

Between
Solano County Office of Education
And

Solano School Bus Drivers/Public Employees Union, Local 1

INCENTIVE FOR EARLY NOTIFICATION OF RETIREMENT FOR SOLANO SCHOOL BUS DRIVERS/PUBLIC EMPLOYEES UNION, LOCAL 1

In order to assist hiring for the 2018-2019 school year, the Solano County Office of Education is offering a <u>one-time incentive</u> of \$1,500.00 for early notification of retirement to members of the Solano School Bus Drivers/Public Employees Union, Local 1 <u>who meet the following criteria</u>:

- 1) An individual must be a permanent Solano School Bus Drivers/Public Employees Union, Local 1 member, have a minimum of twenty-four (24) years of service in the Solano County Office of Education, and must meet the minimum age requirement of fifty-five (55) years.
- 2) Eligible employees on paid or unpaid leave of absence are eligible for this incentive.
- 3) Eligible employees must submit a written letter of retirement to the Solano County Office of Education, Human Resources Department indicating that they are retiring from the Solano County Office of Education (SCOE) and from the Public Employees Retirement Systems (PERS). Once accepted by the Human Resources department, the letter is binding on both parties and irrevocable.
- 4) Employees who are eligible understand that they must retire from the Public Employees Retirement System (PERS) and that retirement must be effective no later than September 1, 2018.
- 5) Written letters of retirement <u>must be filed with the Human Resources Department by 4:00 pm on Friday, June 1st, 2018.</u>
- 6) Employees will be ineligible for hire into full time positions at the Solano County Office of Education for the school year 2018-2019.
- 7) Eligible employees further understand that:

a. They will not be eligible for unemployment compensation and,

b. Acceptance of this incentive shall not affect any rights of a member under Article 15.8 (Retirement Benefits) of the Master Contract between the Solano County Office of Education/Solano County Superintendent of Schools and the Solano School Bus Drivers/Public Employees Union, Local 1. (Please see attached "Retirement Benefits" from Article 15.8.)

Kimberly Kopp

Assistant Superintendent,

Human Resources/Educator

Effectiveness

Jesica Badillo-Sanchez

President,

Solano School Bus Drivers/

Public Employees Union, Local 1

Ron Slaven

Public Employees Union

Labor Relations Representative

MEMORANDUM OF UNDERSTANDING Between Solano School Bus Drivers/PEU, Local One

and
Solano County Office of Education

GUARANTEED HOURS

It is understood by and agreed to by both parties that guaranteed hours for drivers will be as follows for the 2018-2019 school year:

Four (4) drivers at 7 hours Two (2) drivers at 6.5 hours Remainder of drivers at 6 hours

Kimberly Kopp, Assistant Superintendent Human Resources/Educator Effectiveness

Date

Jesiça Badillo, President

Solano School Bus Driver/PEU, Local One

Date

MEMORANDUM OF UNDERSTANDING Between Solano School Bus Drivers/PEU, Local One and Solano County Office of Education

GUARANTEED HOURS

It is understood by and agreed to by both parties that guaranteed hours for drivers will be as follows for the 2017-2018 school year:

Three (3) drivers at 7 hours

Two (2) drivers at 6.5 hours

Five (5) drivers at 6 hours

Two (2) drivers at 5 hours

One (1) driver/instructor at 8 hours

Remainder of drivers at 4 hours

Kimberly Kopp, Assistant Superintendent Human Resources/Educator Effectiveness

Date

Jesica Badillo, President

Solano School Bus Driver/PEU, Local One

Date

TABLE OF CONTENTS

ARTIC	LE	PAGE
1	Agree	ement1
2	Recognition2	
3	Scope of Representation3	
4	Membership	
	4.1	Maintenance of Membership4
	4.2	Hold Harmless Clause4
	4.3	Religious Objection4
5	Union	Rights5
	5.1	Notification Rights5
	5.2	Conference/Association Release Time5
	5.3	Orientation Meeting5
6	Grieva	nce Procedure6
	6.1	Definitions6
	6.2	Procedures6
	6.3	Miscellaneous8
	6.4	Group Grievances9
	6.5	Employee-Processed Grievance 9
	6.6	Complaints9
	6.7	Union Grievances9
7	Transfe	rs10
	7.1.4	Transfer of Employee10
8	Promotions12	

ARTIC	LE		PAGE
	8.1	Definition	12
	8.2	Procedures	12
9	Hours	s of Employment	13
	9.1	Definitions	13
	9.2	Notice of Employment	14
	9.3	Adjustment of Assigned Time	14
	9.4	Increase in Hours	14
	9.5	Inconsistent Duties Compensation	14
	9.6	Lunch Periods	15
	9.7	Rest Periods	15
	9.8	Voting Time Off	15
	9.9	Overtime	15
	9.10	Compensatory Time Off	16
	9.11	Mileage Compensation During Temporary Assignments	16
	9.12	Minimum Call-In Time	16
	9.13	Call-Back Time	16
	9.14	Hours Worked	17
10	Layoff	Reemployment	18
	10.1	Reduction in Assigned Time	18
	10.2	Break in Service	19
	10.3	Compulsory Leaves	19
	10.4	Reemployment Rights	19
	10.5	Substitute - Short-Term Employees	20

AKIIC		PA .	AGE
11	Leave	es	2
Ī	11.1	Bereavement Leave	2
	11.2	Jury Duty	2
	11.3	Judicial and Official Appearances	21
	11.4	Military Leave	22
	11.5	Sick Leave	22
	11.6	Maternity Leave	23
	11.7	Paternity Leave	23
	11.8	Industrial Accident and Illness Leave	23
	11.9	Long-Term Sick Leave	24
	11.10	Personal Necessity Leave	24
	11.11	Leaves Without Pay	27
12 Employee Evaluations		yee Evaluations	30
	12.1	Purpose	30
	12.2	Performance Evaluation	30
	12.3	Probationary Employees	30
	12.4	Confidentiality	.30
	12.5	Negative/Derogatory Information	31
	12.6	Personnel Files	.31
	12.7	Public Complaints	.32
13	Safety		.33
	13.1	District Compliance	.33
14	Uniforn	ms	24

ARTICI	JE.	PAGE
15	Emplo	byee Benefits and Salaries35
t	15.1	Holidays35
	15.2	Holiday Eligibility35
	15.3	Vacation Plan
	15.4	Fringe Benefits37
	15.5	Disability Insurance
	15.6	Salaries39
	15.7	Anniversary40
	15.8	Retirement Benefits41
16	Severability	
	16.1	Savings Clause
17	Disciplinary Action	
	17.1	Disciplinary Action
	17.2	Definitions44
	17.3	Procedures 44
	17.4	Causes for Disciplinary Actions49
Appendix	x A: Sal	ary Schedule
Appendix	B: Eva	aluation Form
Appendix	C: Me	morandums of Understanding
Appendix	D: Me	morandum of Understanding: Guaranteed Hours
Appendix	E: Men	norandum of Understanding: 2011-2012 Vision Service Plan
Appendix	F: Men	norandum of Understanding: 2012-2013 Vision Service Plan

Appendix G: Memorandum of Understanding: Guaranteed Hours

Appendix H: Memorandum of Understanding: Performance Evaluations

Appendix I: Memorandum of Understanding: 2013-2014 Vision Service Plan

Appendix J: Memorandum of Understanding: 2013-2014 Dental

Appendix K: Memorandum of Understanding: 2014-2015 Vision Service Plan

Appendix L: Memorandum of Understanding: 2014-2015 Dental

Appendix M: Memorandum of Understanding: 2015-2016 Vision Service Plan

Appendix N: Memorandum of Understanding: 2015-2016 Dental

Appendix O: Memorandum of Understanding: Guaranteed Hours 2016-2017

AGREEMENT SOLANO SCHOOL BUS DRIVERS/PUBLIC EMPLOYEES UNION, LOCAL 1

This Agreement shall remain in full force from July 1, 2016, through June 30, 2019.

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

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

Changes and additions have been made to the following article:

1.	Article 7.1.4	Transfers
2.	Article 14.1	Uniforms
3.	Article 15.4.1:	Dental
4.	Article 15.4.2	Vision
5.	Article 15.4.3	Health
6.	Article 15.6.1	Salaries
7.	Appendix A	Salary Schedule
8.	Appendix O	Memorandum of Understanding: Guaranteed Hours

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

SOLANO COUNTY SUPERINTENDENT OF SCHOOLS

By Linite Grand Superintendent of Schools

SOLANO SCHOOL BUS DRIVERS/PUBLIC EMPLOYEES UNION, LOCAL 1

Solano School Bus Drivers/Public Employees Union, Local 1

RATIFIED

RECOGNITION

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

SCOPE OF REPRESENTATION

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

MEMBERSHIP

Maintenance of Membership

- Each employee covered by this Agreement who on the effective date of this Agreement is a member of Union and each employee of this Agreement who becomes a member after that date shall, as a condition of continued employment, maintain his/her membership in Union during the term of this Agreement.
 - 4.1.1 All employees in the unit who are or become members of the Union shall continue membership for the duration of this Agreement.
 - 4.1.2 Members hired on or after January 8, 1992, shall be required to become members of the Union or pay a service fee equivalent to Union dues.

4.2 <u>Hold Harmless Clause</u>

4.2.1 Union shall indemnify and hold the County Office harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.

4.3 Religious Objection

If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representation fee which would have been paid will be deducted monthly from that employee's paycheck and forwarded to the Upper Solano Association for Retarded Citizens/PACE. The employee will select the organization to pay.

UNION RIGHTS

5.1 Notification Rights

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

5.2 <u>Conference/Association Release Time</u>

- 5.2.1 The County Office agrees to release one (1) unit member to attend the Union Annual Conference without loss of pay for five (5) days.
- 5.2.2 The Superintendent may grant up to ten (10) days of leave for Union business.

Union will compensate the County Office when a substitute is employed.

5.3 <u>Orientation Meeting</u>

On a date mutually agreed upon, the Union and the County Office shall conduct an orientation meeting which all employees covered by this Agreement and all persons who supervise such employees shall be expected, if possible, to attend; both the Union and the County Office shall explain the parts of this Agreement that are important to employees and their supervisors. The meeting(s) shall be scheduled as much as possible so as not to interfere with work schedules. Those required to leave their workplaces shall not suffer loss of pay.

GRIEVANCE PROCEDURE

6.1 <u>Definitions</u>

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

6.2 Procedures

6.2.1 Level One:

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

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

6.2.2 Level Two:

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

6.2.3 Level Three:

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

6.2.4 Level Four:

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

6.3 Miscellaneous

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

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

6.4 Group Grievances

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

6.5 Employee-Processed Grievance

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

6.6 <u>Complaints</u>

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

6.7 Union Grievances

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

TRANSFERS

7.1 <u>Transfer of Employee</u>

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

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

PROMOTIONS

8.1 Definition

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

8.2 Procedures

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

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

- a. In the event the employee is not chosen for the position, the employee will be notified. Upon employee request, a rationale will be provided.
- 8.2.2 <u>Notice Contents</u>: The job vacancy notice shall include: the job title, a brief description of the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 8.2.3 Probationary Period: An employee who is promoted shall serve a probationary period of nine (9) work months in the higher classification. Should a permanent employee who is serving a probationary period as a result of a promotion be found unsatisfactory in the higher position, or should the permanent employee find the higher position unsatisfactory, he/she shall be reinstated into permanent status of the former classification, unless there is cause for dismissal.

HOURS OF EMPLOYMENT

9.1 Definitions

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

9.2 Notice of Employment

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

9.3 Adjustment of Assigned Time

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

9.4 Increase in Hours

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

9.5 <u>Inconsistent Duties Compensation</u>

9.5.1 An employee may be temporarily assigned the duties and responsibilities of a higher classification if such duties reasonably relate to those fixed for the position, but in no case may such a change be in effect for more than four (4) working days within fifteen (15) calendar days without an appropriate change in salary. Employees temporarily assigned duties and responsibilities outside the bargaining unit shall be compensated beginning day one (1). Inconsistent duty compensation shall be at the pay range of the

position that is being filled with a guarantee of two and one-half percent (2-1/2%) pay increase above his or her regular pay.

9.6 <u>Lunch Periods</u>

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

9.7 <u>Rest Periods</u>

- 9.7.1 All employees shall be granted reasonable rest periods in the middle of each work period that extends beyond three and three-quarter (3-3/4) hours worked. Every attempt by the County Office will be made to provide rest facilities.
- 9.7.2 Specified periods may be designated only when the operations of the County Office require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors.
- 9.7.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

9.8 <u>Voting Time Off</u>

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

9.9 Overtime

- 9.9.1 Overtime for classified employees will be in accordance with the Fair Labor Standards Act. Payment for overtime will be submitted by timecards within thirty (30) days of time worked.
- 9.9.2 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all time worked. Overtime is defined to include any time worked in excess of eight (8) hours in any one day, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work. Overtime pay for holidays shall be two and one-half (2-1/2) times the regular rate of pay.

- 9.9.3 Overtime will be reported to the immediate supervisor or his/her designee on the day that such overtime occurred. When overtime is reported, justification for overtime will be presented in writing. If overtime is denied by the immediate supervisor, he/she will notify the employee in writing the reasons for the denial within three (3) working days of the reported overtime.
- 9.9.4 Equal distribution: Overtime shall be distributed and rotated as equally as is practical among employees.
- 9.9.5 Any employee shall have the right to reject any offer or request for overtime except in cases of extreme emergency.

9.10 Compensatory Time Off

- 9.10.1 Compensatory time may only be taken in blocks of time equal to the individual bus driver's regular a.m./p.m. workday with prior written approval of the department head.
- 9.10.2 Compensatory time off shall be taken at a time mutually acceptable to the employee and the County Office. Compensatory time earned in prior fiscal year and not taken will be paid off at the end of the current fiscal year. All compensatory time will be in accordance with the Fair Labor Standards Act.

9.11 <u>Mileage Compensation During Temporary Assignments</u>

9.11.1 Any employee required by administration to work at a work site on temporary assignment which involves travel in a personal car from his/her normal work site shall be compensated for the total mileage difference between his/her normal work site and his/her temporary work site at the amount of the established mileage rate. Such compensation shall be paid to the employee when an expense claim is submitted. Meals and lodging to be paid as per County Office policy.

9.12 Minimum Call-In Time

9.12.1 Any regular full-time employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours' pay at the appropriate rate of pay under this Agreement.

9.13 Call-Back Time

9.13.1 Any employee called back to the work site after completion of his/her regular assignment and leaving work site shall be compensated for a minimum of two (2) hours at the overtime rate.

9.14 Hours Worked

- 9.14.1 For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.
 - a. Management will establish sufficient bus routes with a guaranteed minimum seven (7) hours per day inclusive of thirty (30) minutes for clean and check for all drivers hired prior to September 1, 1994.

b. Bidding of Routes

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

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

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

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

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

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

LAYOFF/REEMPLOYMENT

10.1 Reduction in Assigned Time

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

- 10.1.1 Definition of seniority is date of hire in a class.
- Bumping rights: An employee laid off from his/her present class may bump into the next lower class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff.
- 10.1.3 Layoff in lieu of bumping: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.
- Equal seniority: If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot. Laid off persons are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in preference to new applicants in the reverse order of layoff.
 - a. In addition, such persons laid off have the right to participate in promotional examinations within the County Office during the thirty-nine (39) months.
 - b. An employee on a reemployment list shall be notified of promotional opportunities in accordance with the provisions provided in Promotions (see 8.2.1).
- 10.1.5 Employees who take voluntary demotions or voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.
- 10.1.6 If the employee refuses an offer back to his/her former position, the provision shall not apply. In the event the County Office and employee agree to waive the seniority right to call back in a given class, the employee will remain eligible for the next position opening.

10.2 Break in Service

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

10.3 <u>Compulsory Leaves</u>

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

10.4 Reemployment Rights

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

- a. Reinstatement from service retirement: Any person subject to being laid off for lack of work or lack of funds and who elected service retirement from Public Employees' Retirement System shall be placed on an appropriate reemployment list.
 - 1) The County Office shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the employee accepts, in writing, an appropriate vacant position, the County Office shall maintain the vacancy until the Board of Administration of PERS has properly processed his/her request for reinstatement from retirement.
- 10.4.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

10.5 <u>Substitute - Short-Term Employees</u>

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

LEAVES

11.1 Bereavement Leave

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

11.2 Jury Duty

- An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The County Office shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
- The amount of such leave shall be limited to the period of time for which the member is actually required to be present at the court to perform as a juror, plus a reasonable amount of travel and waiting time. Employees are required to return to work during any day if two or more hours of the regular workday remain after the jury duty ends.

11.3 <u>Judicial and Official Appearances</u>

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

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

11.4 Military Leave

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

11.5 Sick Leave

- An employee employed five (5) days a week by the County Office shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the County Office, with full pay for a fiscal year of service.
- An employee employed five (5) days a week who is employed for less than a full fiscal year is entitled to that portion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 11.5.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that portion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).
 - a. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that portion of leave of absence for illness or injury to which they are entitled.
- Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day of illness.
- 11.5.5 Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the County Office shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first calendar month after completion of six (6) months of active service with the County Office.
- 11.5.6 If an employee does not take the full amount of sick leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

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

11.6 <u>Maternity Leave</u>

- When under doctor's care and unable to work, an employee is entitled to use accumulated sick leave during absences due to disability pregnancy, childbirth, and recovery therefrom. Such absences shall be treated in the same manner as any other temporary disability under the sick leave provisions contained herein. All employment practices shall treat disability due to pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions as are applied to other temporary disabilities.
- An employee may elect to take an unpaid maternity leave at any time during her pregnancy. Such leave shall be without pay except as provided in Section 11.6.1 above. Prior to return, the employee shall give two (2) weeks notice of intention to return.

11.7 Paternity Leave

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

11.8 <u>Industrial Accident and Illness Leave</u>

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

- c. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.
- d. Any time an employee on industrial accident and illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

11.9 Long-Term Sick Leave

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

11.10 Personal Necessity Leave

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

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

11.10.4 Personal Business Leave

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

11.10.5 Emergency Leave

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

11.10.6 Catastrophic Leave

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

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

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

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

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

11.11 Leaves Without Pay

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

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

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

EMPLOYEE EVALUATIONS

12.1 Purpose

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

12.2 <u>Performance Evaluation</u>

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

- 12.2.1 If the evaluator has not been the employee's immediate supervisor for the last three (3) months, the annual evaluation shall be done in collaboration with the former supervisor and/or the department head where possible.
- 12.2.2 Either the evaluator or the member may request additional evaluations provided the requesting party notifies the other thirty (30) calendar days in advance.

12.3 <u>Probationary Employees</u>

Probationary employees will be evaluated within nine (9) work months beyond the initial date of employment, excluding extended school year. During the probationary period, the supervisor may complete any additional reports as he/she desires.

12.4 Confidentiality

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

12.5 <u>Negative/Derogatory Information</u>

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

12.6 <u>Personnel Files</u> (Education Code Section 44031)

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

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

- 12.6.2 Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt.
- 12.6.3 Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction provided that prior arrangements are made with the immediate supervisor.
- 12.6.4 Information will not be released to any government agency unless requested in writing. All responses to such requests will have prior approval by the department head. A copy of all information released will be forwarded to employee.

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

12.7 <u>Public Complaints</u>

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

SAFETY

13.1 <u>District Compliance</u>

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

UNIFORMS

- 14.1 Uniforms shall consist of approved matching shirts with collars and sleeves, vests, jackets, sweaters, and pants. The accepted uniform is approved shirts and dark blue tan or black pants or walking shorts. Outerwear (i.e., jackets, vests, and sweaters) can be light blue, navy blue or black with logo affixed. These uniforms shall be worn by all bus drivers only during hours of employment.
- 14.2 Each bus driver shall be supplied yearly with five (5) new shirts with logos, two (2) of which shall be blue. The Solano School Bus Drivers Local 1 Bargaining Team, another bargaining unit member selected by the Bargaining Team, and The Transportation Manager shall meet yearly to choose 4 additional colors for new shirts. Two (2) of the shirts shall be the choice of each bargaining unit member. No red or white shirts will be made available. All shirts shall have the Solano County Office of Education logo.
- 14.3 Each bus driver is entitled to receive up to one hundred and twenty dollars (\$120.00) toward the purchase of one (1) approved jacket every three (3) years. Any cost that exceeds one hundred and twenty dollars (\$120.00) shall be the responsibility of and paid for by the unit member.
- 14.4 Drivers shall be responsible for providing dark blue or black long pants or hemmed walking shorts (no cutoffs). Pants must be neat, clean, and color acceptable at all times.

EMPLOYEE BENEFITS AND SALARIES

15.1 Holidays

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

Independence Day

Labor Day

Veteran's Day

Day before Thanksgiving (in lieu of Admission Day)

Thanksgiving Day

Day after Thanksgiving

Winter Eve Day

Winter Day

New Year's Eve Day

New Year's Day

Martin Luther King Day

Lincoln's Birthday

President's Day

Spring Vacation Day

Memorial Day

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

15.2 Holiday Eligibility

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

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

15.3 Vacation Plan

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

- 15.3.2 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
 - a. Vacation accrual shall commence from the first day of employment. Regular full-time employees shall receive vacation benefits according to the following schedule:

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

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

15.3.3 Procedures:

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

- b. Employees assigned to twelve-month work years shall schedule their vacations at a mutually agreed upon time and with the approval of the department head. Before taking leave, one must obtain the Leave Verification form from the Human Resources Department, complete the form, and return it to the Human Resources Department. For anticipated leave, the Leave Verification form should be filed at least two (2) weeks prior to said leave. Unanticipated leave shall be treated on an individual basis between the employee and the department head or supervisor.
- c. Employees who have successfully completed their nine-month probation period may use their accumulated vacation.
- 15.3.4 Vacation pay: Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in working status.
- 15.3.5 Vacation pay upon termination: When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated, up to and including the effective date of the termination.

15.4 Fringe Benefits

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

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

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

15.4.3 Health:

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

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

- b. On June 1, 2009 if the employee only cap has not reached \$525.00, it will continue to increase based on the Kaiser 5/5 employee only premium to a maximum of \$525.00.
- c. Employees can opt out of health coverage only if the unit member provides proof annually of health coverage during open enrollment of each year.
- Any current employee who is covered by more than one health insurance policy may, in lieu of enrolling as the primary insured in the health insurance program offered by the Solano County Office of Education, elect to receive a one hundred fifty dollar (\$150) monthly cash payment. Employees working less than full-time will receive a proration of \$150. Annually, during open enrollment for medical benefits, employees must provide proof of coverage in another medical insurance plan to the Benefits/ Payroll Department. Failure to provide proof of insurance will disqualify you for cash in lieu.

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

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

15.5 <u>Disability Insurance</u>

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

Employee pickup to be implemented upon settlement of contract.

15.6 Salaries

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

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

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

5 years service - 3% above salary schedule (effective 7/1/07)

10 years service - 5.5% above salary schedule (effective 7/1/07)

15 years service - 8% above salary schedule (effective 7/1/06)

20 years service - 10.5% above salary schedule (effective 7/1/06)

25 years service - 13% above salary schedule (effective 7/1/05)

30 years service - 15.5% above salary schedule (effective 7/1/05)

35 years service - 18% above salary schedule (effective 7/1/06)

b. <u>Lift Buses</u>

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

- c. Effective June 1, 2007, Bus Driver unit members and retired unit members working ESY will be paid an additional \$2.00 per hour for all hours worked. Non-unit member Bus Drivers will be paid an additional \$1.00 per hour for all hours worked.
- d. A one-time payment shall be distributed to all unit members employed on January 31, 2008, based on a proration of FTE. The total amount to be distributed, including mandatory deductions is \$3,556.00.
- e. Shift Differential: Effective July 1, 2015, bargaining unit members who have more than one (1) hour in unpaid status between their assigned shifts shall receive a five percent (5%) shift differential for all time worked.
- f. For the 2013-2014 school year, SCOE agrees to pay a one-time compensation, off the salary schedule, of 2% on annualized earnings to

include base earned pay, longevity, shift differential, and vacation ratio for all Solano School Bus Drivers/PEU, Local One bargaining unit members employed as of November 1, 2013. This is meant to be an intermediate step in the negotiations process as we continue to bargain compensation for the 2013/2014 year. Bargaining unit members shall receive the one-time compensation in their January 2014 pay.

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

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

15.7 Anniversary

15.7.1 Effective July 1, 2006, move all steps, longevity, and vacation accrual to July 1, 2006 and every July 1st thereafter.

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

15.8 Retirement Benefits

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

Based on full-time equivalency.

- 15.8.2 If an employee who meets the eligibility requirements outlined in (15.8.1) elects to relocate to a geographic area outside the employer approved health plan region, he/she shall be eligible to receive the maximum allowable employer retirement contribution to be reimbursed to the retiree after the retiree provides a copy of the monthly billing or invoice from the provider. It is the responsibility of the retiree to provide documentation that full payment has been made before reimbursement is made.
 - a. Any change in health care provider must be made during open enrollment to remain eligible for continued medical, dental, and vision coverage.
 - b. It is the responsibility of the retiree to provide all necessary enrollment information to the employer.
- Retirees must complete a registration form each year during the month of June to remain eligible for continued medical, dental, and vision coverage.
- 15.8.4 The retiree may continue group coverage for his/her spouse/dependents if the carrier allows, provided:
 - a. The retiree shall pay all costs over the maximum allowable by the employer monthly in advance.
 - b. If spouse/dependents were covered while employee was in service.
 - c. There is no break in spousal/dependent payments.
- 15.8.5 Procedures for payments of premiums are to be at the discretion of the County Office.
- 15.8.6 At the end of the benefit program, the retired employee may continue coverage at his/her own expense to include spouse/dependent provided coverage has been continuous.

Eligibility Requirements:

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

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

- a. The term of benefits is from five (5) to eight (8) years.
- b. The employer contributions shall be for employee and/or dependent(s) to the maximum allowable benefit.
- c. Retirees shall be eligible for the group plan and premium schedules available to the active employees.
- d. The retirement benefit (age 55) schedule is as follows:

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

SEVERABILITY

16.1 Savings Clause

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

DISCIPLINARY ACTION

17.1 <u>Disciplinary Action</u>

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

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

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

17.2 Definitions

- "Disciplinary action" includes any action whereby a member is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff for lack of work or lack of funds.
- 17.2.2 "Reprimand" means a verbal or written rebuke of a member by the immediate supervisor.
- 17.2.3 "Suspension" means temporary removal of a member from his/her position with or without pay. The member has the option to request a hearing as described below.
- 17.2.4 "Demotion" means assignment to a position or status of lower pay without the member's written voluntary consent.
- 17.2.5 "Dismissal" means separation, discharge, or permanent removal of a member from his/her position for cause in accordance with the provisions of the Education Code and these rules.

17.3 Procedures

17.3.1 Level I - Informal - Verbal Reprimand:

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

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

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

- 1) Injury to the member or another person
- 2) Destruction of property
- 3) A felony as defined in the Penal Code
- 4) Any sex offense as defined in Section 44010 of the Education Code
- 5) Any narcotic offense as defined in Section 44011 of the Education Code
- 6) Abandonment of position. [Four (4) consecutive working days of unexcused absence constitutes abandonment.]

17.3.2 Level II - Formal - Written Reprimand

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

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

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

17.3.3 Level III - The Associate Superintendent

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

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

17.3.4 Level IV - Appeal

- a. A member who disagrees with the findings and/or actions of the Associate Superintendent or designee in fulfilling Level III of this regulation may file an appeal within five (5) days of receiving such findings and/or actions in writing.
- b. The appeal is to be filed in writing with the Office of the Superintendent. The member will request in the appeal that either a hearing officer will be selected to hear the matter or that the appeal will be heard by the Superintendent without reference to a hearing officer.

c. Hearing Officer

- 1) Within five (5) days, the County Office shall submit a list of hearing officers to the member. The list will contain names of seven (7) persons who meet the qualifications listed below. The employee organization shall submit three (3) names and the County Office four (4), with the County Office striking first. The names will be submitted to the Superintendent no later than July 1 of each year. Subsequently, a representative of the County Office and the employee organization will meet to select the hearing officer by alternately striking a single name from the list until only one (1) remains.
- 2) The hearing officer shall be qualified by professional experience to preside at judicial or quasi-judicial adversary proceedings.
- 3) Fees and expenses of the hearing officer and hearing shall be borne equally by the County Office and member. All other expenses shall be borne by the party incurring them.

d. Hearing Set

- 1) Within fifteen (15) days of the appointment of the hearing officer, a hearing will be conducted except that by mutual agreement between the parties a later day may be set.
- 2) The Superintendent will notify the member of the date of the hearing in writing. The written message shall include a brief statement of the purpose of the hearing including the specific policies, rules, and regulations being violated by the member. A County Office form will be attached to the written message to allow the member to indicate whether or not the member will be represented by an attorney.

e. Hearing Procedure

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

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

17.4 <u>Causes for Disciplinary Actions</u>

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

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

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

APPENDIX A

Solano County Office of Education 2016/2017 Hourly PEU Classified Employees Salary Schedule C2

STEP	1	2	3	4	5	6
RANGE						
14	\$16.07	\$16.88	\$17.72	\$18.61	\$19.53	\$20.51
16	\$16.88	\$17.72	\$18.61	\$19.53	\$20.51	\$21.54
20	\$18.61	\$19.53	\$20.51	\$21.54	\$22.62	\$23.75

Range 14

Student Transportation Driver

Range 16

Bus Driver

Range 20

Bus Driver/Instructor I

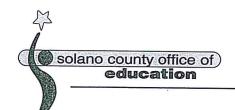
Longevity based on placement on the salary schedule and years of service:

5 years	3.00%
10 years	5.50%
15 years	8.00%
20 years	10.50%
25 years	13.00%
30 years	15.50%
35 years	18.00%

2% increase over 2015/16

Approved by Solano County Superintendent of Schools 4/20/2017

APPENDIX B



Lisette Estrella-Henderson, Superintendent of Schools

5100 Business Center Drive, Fairfield, CA 94534-1658 707.399.4400 # www.solanocoe.net

Classified Employee Performance Appraisal

First Name	Last Name	T'.1			☐ Permanent	☐ Probationary
That Name	Last Name	Title		-	Rating From	То
Name of Supervisor	Department / S	ite			Rating 110m	10
Part I – Performan	aa Dima	ngiong				
Check the phrases in each column in Sec			the employee's performance and			
				er the period co	vered by this apprai	sal.
A. Quality of Work	consists of the p	roductivity and accuracy with	h which duties are performed.			
1. Neatness / Accuracy		2. Productivity		3. Job	Description	
- Work was consistently acceptable as	nd accurate	- Made effective use of	time; met deadlines			guidelines of the job
- Work was acceptable - Work was sometimes unacceptable, made	mistakes were	☐ - Usually made good us☐ - Questionable use of ti	se of time, met most deadlines me, missed some deadlines	🗌 - Tasks p	net the guidelines of performed sometimes	the job s met the guidelines of
Work was often unacceptable and conumerous errors	ontained	- Made poor use of time	e; frequently missed deadlines	the jol - Tasks p job		et the guidelines of the
R Joh Knowledge						
B. Job Knowledge of Job Knowledge	consists of job info		ent methods, and skills the emp			nce.
- Knowledgeable about the key aspect	s of the job	2. Methods ☐ - Methods used were co.	nsistently effective and	3. Skill	s d skills were excepti	
_		efficient				- T
 Knowledgeable about most key aspe Knowledge of the key aspects of the 		☐ - Methods used were get ☐ - Some methods used we	nerally effective and efficient ere ineffective and inefficient	☐ - Require ☐ - Some sk	d skills were accepta tills needed improve	able ment
incomplete - Knowledge about key aspects of the	job was	- Methods used were ine				below an acceptable
inadequate				level		•
C. Attendance and	Punctua	lity consists of regular atte	endance, appropriate use of leav	es and heing a	t work at assigned ti	mer
1. Attendance		2. Punctuality			erence to Work	
- Attendance was excellent		- Consistently on time		- Consiste	ntly followed establ	ished work schedule
☐ - Attendance was satisfactory ☐ - Absences were excessive due to:		☐ - Usually on time ☐ - Frequently tardy		Generall	y followed establish nally extended work	ed work schedule
☐ - Absences were excessive				early		
						eaks or left work early
D. Characteristics a	are initiative	and resourcefulness,	adaptability, attitude a	and work	with others.	
1. Initiative and	2. Adap	tability	3. Attitude			nteraction with
Resourcefulness					others	
 Needs were consistently identified, and problems were solved independently 	readily, changes	ntly accepted new ideas was flexible in making , dealt with stress in a	☐ - Positive feelings about v presented to others	vork were	- Strong team interactions	
- Employee usually initiated required		manner accepted new ideas	- Positive attitude typicall	u diaminus d		
action and solved problems independently	readily, changes	was flexible in making , dealt with stress in a	I oshive attitude typican	y dispiayed	- Team player, interactions	
- Employee seldom initiated required	positive - Adapted	manner o change, but some	- Negative attitude was so	metimes	- Weak team p	lavor some
actions or solved problems independently	reservat deal wit	ions; sometimes unable to h stressful situations in a manner	displayed	metimes		e interactions with
- Needs were overlooked or not seen	- Refused t	accept new ideas and	- Negative or hostile attitu	de	- Poor team pla	ver, inappropriate
by employee; assistance was required to solve problems		Stressful situations or were met with tension loss	displayed; dissatisfaction open dislike for job app		interactions	with others
		or other inappropriate	open distince for job app	oarent	*	
	→ "Pur	suing Excellence" * An E	Equal Opportunity Employer	* *		

APPENDIX B

Part II – Narrative Summary of Employee's Overall Performance					
1	1 1	1			
Part III — Specific Directions and Timelines for Improvements Include documentation for specific examples of unacceptable work. Attach additional sheets as needed. Additional Sheets Attached?					
The employee's signature does not imply agreement with the performance appraisal, only acknowledgment of the document. The employee has the right to attach statements. The document and attachments will be placed in the employee's personnel file.					
Employee's Signature		Date			
Evaluator's Signature	Title	Date			
Reviewer's Signature	Title	Date			

MEMORANDUM OF UNDERSTANDING

BETWEEN SOLANO COUNTY OFFICE OF EDUCATION AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE 190, LOCAL LODGE 1596, RE DRUG AND ALCOHOL TESTING

The Solano County Office of Education (SCOE) and International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 190, Local Lodge 1596 (IAMAW) agree to the following additional provisions regarding the Omnibus Transportation Employee Testing Act of 1991 which becomes effective January 1, 1996, for employees required to hold a commercial driver's license in the course of their employment.

1. "Safe Harbor" Provision (July 1 to November 30, 1995). A bus driver shall have until November 30, 1995, to request assistance with a drug or alcohol problem. Any driver who comes forward either to his or her immediate supervisor or the Personnel Office prior to that date will be placed on appropriate leave and will be given until December 31, 1995, to acquire a physician's certification that he or she is drug and alcohol free. Given such certification, the employee may return to work.

During and following the rehabilitation, the driver will be frequently randomly tested by SCOE for a period of one year from the date of the physician's certification. If there are no positive tests after that one-year period, the driver shall return to random drug and alcohol testing as with all other drivers. If after the physician's certification any tests are positive, the driver shall be subject to disciplinary action.

If no driver comes forward prior to November 30, 1995, with an admission of a drug or alcohol problem, this provision shall be moot and no longer applicable.

- 2. <u>"Zero Tolerance" Policy</u>. After January 1, 1996, any "prohibitive" conduct shall result in immediate dismissal. Prohibitive conduct in accordance with the Federal Register includes any of the following:
 - Testing positive on a drug test
 - Testing positive on an alcohol test
 - · Refusing to test
 - Possessing or using drugs or alcohol while on duty or reporting to work under the influence of a controlled substance
 - Performing a safety-sensitive function within four (4) hours of using alcohol
 - Using alcohol within eight (8) hours of an accident (or until after a test has been completed)
 - Any other provisions as stated in federal law

Drivers who are released from employment under the zero tolerance policy shall not be entitled to any special considerations for any future employment with SCOE for any position.

3. <u>Split Sample Policy</u>. In regard to split sample testing as requested by the driver, the cost of testing the split sample shall be borne by the driver if the split sample also tests positive. The cost shall be borne by SCOE if the split sample tests negative.

Solano County Office of Education

IAMAW, District Lodge 190, Local

Lodge 1596

6-8-95

Date

Date

APPENDIX C

Page 2 of 8

OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991 (Drug and Alcohol Testing For Bus Drivers)

I have received a copy of the Solano County Office of Education's policy on controlled
substances and alcohol and a copy of the Memorandum of Understanding between Public
Employees Union, Local One and the Solano County Office of Education dated June,
1995. The material has been explained to me by a representative of the County Office of
Education.

Employee's Signature	Date	

OFFICE OF THE SOLANO COUNTY SUPERINTENDENT OF SCHOOLS

4305.4

Series 4300

Provisions Relating to Employees with Commercial Driver's Licenses Who Drive Students

CONTROLLED SUBSTANCES AND ALCOHOL POLICY

- 1. The Solano County Office of Education (hereinafter known as "the office") has a long-standing commitment to maintain the highest standards for driver safety and health. The use of controlled substances and/or the misuse of alcohol is contrary to these high standards.
- 2. The office's controlled substance and alcohol testing program meets the requirements of the Department of Transportation (DOT), Federal Highway Administration (FHWA), Controlled Substances and Alcohol Use and Testing Rule, Code of Federal Regulations (CFR), Title 49 Part 382.
- 3. This policy is intended to bring the district into compliance with federal law. The purpose of the controlled substance and alcohol policy is to reduce accidents that result from the use of controlled substances and misuse of alcohol, thereby reducing fatalities, injuries, and property damage.
- 4. Implementation of the controlled substance and alcohol policy is effective January 1, 1996.

RESPONSIBILITIES

Coordinator

The individual responsible for questions related to the policy or implementation of the policy is the Associate Superintendent. The actual implementation of the policy provisions may be delegated to other management staff.

Supervisor of Transportation

Responsible for observing the performance and behavior of drivers and observation/ documentation of events suggestive of behavior that is prohibited by this part (i.e., controlled substance use and/or alcohol misuse). It is the supervisor's responsibility to determine when testing for controlled substances and/or alcohol is necessary, based on reasonable cause.

Drivers

Each driver has the responsibility to be knowledgeable of the requirements of the County Office's controlled substance and alcohol policy and to fully comply with the provisions of the policy.

MEMORANDUM OF UNDERSTANDING

During meetings on April 5, 1990 and April 10, 1990, the following understandings were reached:

- 1. Until a new route formation/bidding format is developed, unit member claims for additional driving hours will be subject to verification.
- 2. Since unit members are working different school calendars, they are expected to celebrate holidays set forth in the Agreement when they occur on the calendar they are working rather than the County Office calendar. Should any unit member work more than 182 days during the regular school year due to calendar fluctuations, such additional days shall be compensated at 1-1/2 times their regular rate.
- 3. In order to clarify misunderstandings concerning the County Office's payment to full-time drivers for up to ten (10) hours for recertification, effective July 1, 1990, the agreed practice shall be to pay drivers for these hours only when they are not otherwise in paid status with the County Office. Prior to July 1, 1990, all hours up to the maximum will be paid irrespective of the driver's status (paid or unpaid). At all times drivers working less than full-time will receive a proration.
- 4. Section VI, 3(A) of the School Bus Driver Handbook is changed as follows:

Section VI, Absences and Return

The supervisor can be called at home before 8:00 p.m. and no later than 5:00 a.m. of the morning you are unable to work.

If your return date is not known at that time, you must call the transportation office during the regular workweek between 5:30 a.m. and 3:00 p.m.

The transportation office must be notified by 3:00 p.m. the day prior to your return, otherwise it will be understood that you are still unable to return to work and a substitute will be assigned.

Special consideration will be made for unexpected emergencies.

If you are out on a Friday or the day before a holiday, you will be expected to be at work the following workday.

If your condition changes, you must call the supervisor before 8:00 p.m. prior to the day you were to be at work.

If you know in advance that you will be absent for any reason, please indicate to the supervisor before 1:30 p.m. the day prior and indicate your reason.

A doctor's excuse may be requested after a three-day absence.

Unnotified absences will result in leave without pay.

If leave record so necessitates, a doctor's statement could be requested at any time.

This change will be effective upon signing of this document and following a meeting and explanation of this revision with the unit members.

MEMORANDUM OF UNDERSTANDING

This memorandum is to confirm the understandings reached between the employer and the Union on May 2, 1990. The understandings reached concern the interpretation of Article 9.14.1(c) and are as follows:

- 1. Time designated as "bus cleaning/check-out" shall also include fueling of buses and necessary paperwork.
- 2. Time designated as "driving time" shall mean time when the driver is in operation of the vehicle and responsible for students and equipment. Driving time shall also mean time spent performing duties assigned by the driver's supervisor (e.g., office work).
- 3. Time claimed by the driver as additional driving time shall be offset only by days within the same week where the driver's actual time on a given day fails more than thirty (30) minutes below the guarantee.
- 4. Time records are to be turned in weekly and days where additional driving time is incurred are to be reported on the day of occurrence. It is recognized that time under 5 minutes per day is de minimis.
- 5. Following an in-service, drivers will be required to install and keep their own tach cards and submit them at the end of the week.

For the Union

For the County Office

Date /

Note: Posted trips on the board may be used to 1) make up time, or 2) as additional time. If used for additional time, driver will receive full credit.

Drivers having short runs should report this to the scheduler so activities can be assigned.

MEMORANDUM OF UNDERSTANDING

This memorandum is to confirm the understanding reached between the employer and the Union on December 2, 1991 that extra time may be assigned above and beyond the Notice of Employment up to 40 hours per week.

APPENDIX D

MEMORANDUM OF UNDERSTANDING Between Solano County Office of Education And International Association of Machinists And Aerospace Workers

GUARANTEED HOURS

It is understood by and agreed to by both parties that guaranteed hours for drivers will be as follows for the 2007-2008 school year:

Five (5) drivers at 7 hours Three (3) drivers at 6 hours Eleven (11) drivers at 5 hours Remainder of drivers at 4 hours

Solano County Office of Education Mark Lieb, Associate Superintendent

Date

International Association of Machinists and

Aerospace Workers

AFL-CIO, District Lodge 190, Local Lodge 1596

Tom Brandon, Union Representative

Revised 4/27/07

APPENDIX E

MEMORANDUM OF UNDERSTANDING

Between

Solano County Office of Education

And

International Association of Machinists and Aerospace Workers AFL-CIO District Lodge 190, Local Lodge 1596

For the 2011-2012 fiscal year, SCOE agrees to pay the 2011-2012 Vision Service Plan premium for all eligible IAMAW bargaining unit members.

Janet Harden, Assistant Superintendent

Human Resources/Workforce Development

Date

Thomas Brandon, Union Representative

International Association of

Machinists and Aerospace Workers

AFL-CIO District Lodge 190, Local Lodge 1596

6/2/2011

APPENDIX F

MEMORANDUM OF UNDERSTANDING

Between

Solano County Office of Education

And

International Association of Machinists and Aerospace Workers AFL-CIO District Lodge 190, Local Lodge 1596

For the 2012-2013 fiscal year, SCOE agrees to pay the 2012-13 Vision Service Plan premium for all eligible IAMAW bargaining unit members with the following caveat:

If the Governor's tax initiative fails, we agree to reopen bargaining on the Vision MOU during the 2012/2013 school year.

Janet Harden, Assistant Superintendent

Human Resources/Workforce Development

Thomas Brandon, Union Representative International Association of

Machinists and Aerospace Workers

AFL-CIO District Lodge 190, Local Lodge 1596

Date

05/29/12

APPENDIX G

MEMORANDUM OF UNDERSTANDING

Between

International Association of Machinists and Aerospace Workers AFL-CIO District Lodge 190, Local Lodge 1596

> And Solano County Office of Education

It is understood and agreed to by both parties that the guaranteed hours for drivers will be as follows for the 2012-2013 school year.

Four (4) drivers at 7 hours

Two (2) drivers at 6.5 hours

Five (5) drivers at 6 hours

Two (2) drivers at 5 hours

Remainder of drivers will be at 4 hours

Solano County Office of Education

Janet Harden, Assistant Superintendent

Human Resources/Workforce Development

International Association of Machinists and

Aerospace Workers

AFL-CIO, District Lodge 190, Local Lodge 1596

Thomas Brandon, Union Representative

Date

Date

8-8-12

8-8-12

6/11/12

MEMORANDUM OF UNDERSTANDING

Between

International Association of Machinists and Aerospace Workers AFL-CIO District Lodge 190, Local Lodge 1596

Solano County Office of Education

Due to an oversight by Human Resources in scheduling employees for performance evaluations according to contract article 12.2, employees were not evaluated in the timeframe dictated by contract article 12.2.

Therefore, it is understood and agreed to by both parties that the following employees will be evaluated according to the attached scheduled beginning with March 2013.

All new employees hired after March 2013 will be evaluated according to contract article 12.2.

Solaro County Office of Education
Janet Harden, Assistant Superintendent

Human Resources/Workforce Development

International Association of Machinists and Aerospace Workers AFL-CIO, District Lodge 190, Local Lodge 1596

Thomas Brandon, Union Representative

2-26-13

Date

2-26-13

Date

2/22/13

IAMAW Performance Evaluations for 2012-13 Due March 1, 2013 through May 31, 2013

		POSITION HIRE	LAST		REVISED			
		DATE-POSN	EVALUATION	EVALUATION	EVALUATION DUE			
FIRST	LAST	ATTACH	DATE	DUE DATE	DATE	POSITION DESC	LOCATION	TYPE
	1			ТТ		BUŞ DRIVER		ı
BARBARA	GOMEZ	4/26/2013	8/25/2010	8/1/2012	March-May 2013	INSTRUCTOR I	TRANS	PERM
CAROLINA	CONTRERAS	4/1/2003	4/8/2010	4/1/2012	March-May 2013	BUS DRIVER	TRANS	PERM
DEBORAH	JOHNSON	8/25/2004	8/30/2010	8/1/2012	March-May 2013	BUS DRIVER	TRANS	PERM
DORI	VALENTINE-FREITAS	3/10/1998	8/30/2010	3/1/2012	March-May 2013	BUS DRIVER	TRANS	PERM
ELIANE	MEDINA	9/17/1973	10/27/2008	9/1/2010	March-May 2013	BUS DRIVER	TRANS	PERM
JENNIE	ROMAN	6/1/2004	11/6/2009	6/1/2011	March-May 2013	BUS DRIVER	TRANS	PERM
JESICA	BADILLO-SANCHEZ	10/1/2010	9/18/2007	9/2/2011	March-May 2013	BUS DRIVER	TRANS	PERM
ЛММІЕ	TURNAGE	8/26/1998	9/13/2010	8/1/2012	March-May 2013	BUS DRIVER	TRANS	PERM
LISA	BAGG	9/1/1988	10/20/2008	9/1/2010	March-May 2013	BUS DRIVER	TRANS	PERM
PAMELA	SMITH	8/27/1997	9/13/2010	8/1/2012	March-May 2013	BUS DRIVER	TRANS	PERM
RICO	CAFUIR	8/21/2006	8/30/2010	8/1/2012	March-May 2013	BUS DRIVER	TRANS	PERM
VERONICA	SATCHEL	11/13/2001	10/22/2008	11/1/2010	March-May 2013	BUS DRIVER	TRANS	PERM
YVETTE	LOGAN	4/1/2010		3/12/2011	March-May 2013	BUS DRIVER	TRANS	PERM

IAMAW Performance Evaluations for 2013-2014

		POSITION HIRE	LAST		REVISED			
		DATE-POSN	EVALUATION	EVALUATION	EVALUATION DUE			
FIRST	LAST	ATTACH	DATE	DUE DATE	DATE	POSITION DESC	LOCATION	TYPE
						BUS DRIVER		
BARBARA	GOMEZ	1/1/2007	2012/2013	8/1/2012	8/1/2013	INSTRUCTOR I	TRANS	PERM
CAROLINA	CONTRERAS	4/1/2003	2012/2013	4/1/2012	4/1/2014	BUS DRIVER	TRANS	PERM
ELIANE	MEDINA	9/17/1973	2012/2013	9/1/2010	9/17/2013	BUS DRIVER	TRANS	PERM
JENNIE	ROMAN	6/1/2004	2012/2013	6/1/2011	6/1/2014	BUS DRIVER	TRANS	PERM
JESICA	BADILLO-SANCHEZ	10/1/2010	2012/2013	9/2/2011	10/1/2013	BUS DRIVER	TRANS	PERM
LISA	BAGG	9/1/1988	2012/2013	9/1/2010	9/1/2013	BUS DRIVER	TRANS	PERM
VERONICA	SATCHEL	11/13/2001	2012/2013	11/1/2010	11/13/2013	BUS DRIVER	TRANS	PERM

IAMAW Performance Evaluations for 2014-15

		POSITION HIRE	LAST		REVISED		_	
		DATE-POSN	EVALUATION	EVALUATION	EVALUATION DUE			
FIRST	LAST	ATTACH	DATE	DUE DATE	DATE	POSITION DESC	LOCATION	TYPE
DEBORAH	JOHNSON	8/25/2004	2012/2013	8/1/2014	8/25/2014	BUS DRIVER	TRANS	PERM
DORI	VALENTINE-FREITAS	3/10/1998	2012/2013	3/1/2012	3/10/2015	BUS DRIVER	TRANS	PERM
JIMMIE	TURNAGE	8/26/1998	2012/2013	8/1/2012	8/26/2014	BUS DRIVER	TRANS	PERM
PAMELA	SMITH	8/27/1997	2012/2013	8/1/2012	8/27/2014	BUS DRIVER	TRANS	PERM
RICO	CAFUIR	8/21/2006	2012/2013	8/1/2012	8/21/2014	BUS DRIVER	TRANS	PERM
YVETTE	LOGAN	4/1/2010	2012/2013	3/12/2011	4/1/2015	BUS DRIVER	TRANS	PERM

APPENDIX I

MEMORANDUM OF UNDERSTANDING

Between

Solano County Office of Education

And

International Association of Machinists and Aerospace Workers AFL-CIO District Lodge 190, Local Lodge 1596

For the 2013-2014 fiscal year, SCOE agrees to pay the 2013-14 Vision Service Plan premium for all eligible IAMAW bargaining unit members.

Janet Harden, Assistant Superintendent Human Resources/Workforce Development

Date

Thomas Brandon, Union Representative International Association of Machinists and Aerospace Workers AFL-CIO District Lodge 190, Local Lodge 1596

Date

04/01/13

APPENDIX J

MEMORANDUM OF UNDERSTANDING

Between

International Association of Machinists and Aerospace Workers AFL-CIO District Lodge 190, Local Lodge 1596

And Solano County Office of Education

For the 2013-2014 fiscal year, SCOE agrees to pay the 2013-14 Dental premium for all eligible IAMAW bargaining unit members.

Janet Harden, Assistant Superintendent

Human Resources/Workforce Development

Solano County Office of Education

Aerospace Workers

International Association of Machinists and AFL-CIO, District Lodge 190, Local Lodge 1596 Thomas Brandon, Union Representative

05/01/13

APPENDIX K

MEMORANDUM OF UNDERSTANDING Between Solano School Bus Drivers/PEU, Local One and Solano County Office of Education

For the 2014-2015 fiscal year, SCOE agrees to pay the 2014-2015 Vision Service Plan premium for all eligible PEU, Local One bargaining unit members.

Janet Harden, Associate Superintendent Human Resources/Workforce Development/

Public Information

Pam Smith, President

Solano School Bus Drivers/PEU, Local One

APPENDIX L

MEMORANDUM OF UNDERSTANDING Between Solano School Bus Drivers/PEU, Local One and Solano County Office of Education

For the 2014-2015 fiscal year, SCOE agrees to pay the 2014-2015 Dental premium for all eligible Solano School Bus Drivers/PEU, Local One bargaining unit members.

Janet Harden, Associate Superintendent

Human Resources/Workforce Development/

Public Information

Pam Smith, President

Solano School Bus Drivers/PEU, Local One

Dun. 4 2014

APPENDIX M

MEMORANDUM OF UNDERSTANDING Between Solano School Bus Drivers/PEU, Local One and Solano County Office of Education

For the 2015-2016 fiscal year, SCOE agrees to pay the 2015-2016 Vision Service Plan premium for all eligible PEU, Local One bargaining unit members.

Cont	11 c. do.
Janet Harden Associ	ciate Superintendent
Human Resources/\	Workforce Development/

Public Information

3-12-15

Date

Pam Smith, President

Solano School Bus Drivers/PEU, Local One

03/10/15

APPENDIX N

MEMORANDUM OF UNDERSTANDING Between Solano School Bus Drivers/PEU, Local One

and Solano County Office of Education

For the 2015-2016 fiscal year, SCOE agrees to pay the 2015-2016 Dental premium for all eligible Solano School Bus Drivers/PEU, Local One bargaining unit members.

Jane Harden	3-12-15
Janet Harden, Associate Superintendent	Date
Human Resources/Workforce Development/ Public Information	
ρ	

Pam Smith, President

Solano School Bus Drivers/PEU, Local One

3-12-15 Date

03/10/15

APPENDIX O

MEMORANDUM OF UNDERSTANDING Between Solano School Bus Drivers/PEU, Local One and Solano County Office of Education

GUARANTEED HOURS

It is understood by and agreed to by both parties that guaranteed hours for drivers will be as follows for the 2016-2017 school year:

Three (3) drivers at 7 hours Two (2) drivers at 6.5 hours Five (5) drivers at 6 hours Two (2) drivers at 5 hours One (1) driver/instructor at 8 hours Remainder of drivers at 4 hours Tracy Robinson, Assistant Superintendent Human Resources/Educator Effectiveness	4/6/17 Date
Jesica Badillo-Sanchez, President Solano School Bus Drivers/PEU, Local One	4/6/17 Date