



AGREEMENT

BETWEEN

**THE GOVERNING BOARD OF THE
WOODLAND JOINT UNIFIED SCHOOL DISTRICT**

AND

**WOODLAND CHAPTER #118
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

JULY 1, 2022 TO JUNE 30, 2025

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ARTICLE 1. AGREEMENT

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Woodland Joint Unified School District ("District") and the California School Employees Association and its Woodland Chapter No. 118 ("Association") the recognized employee organization.

1.2 This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code ("Act").

1.3 This Agreement shall be effective upon ratification by the parties and expires June 30, 2025. Unless modified by agreement of the parties, the terms and conditions of the new agreement shall be the same as the agreement in effect on June 30, 2022.

1.3.1 Salary and Benefits are closed for the 2022-2023 and 2023-2024 school years.

1.3.2 For the 2022-2023 school year, the new agreement shall remain closed.

1.3.3 For the 2023-2024 school year, each party may reopen two (2) articles of the party's choosing, excluding salary and benefits.

1.3.4 For the 2024-2025 school year, each party may reopen on Salary Provisions, Health and Welfare benefits and two (2) articles of each party's choosing. The parties agree to sunshine their reopeners in November 2024 with the goal of commencing negotiations in February 2025.

1.4 This Agreement shall remain in full force without reduction throughout its duration.

ARTICLE 2. RECOGNITION

1
2
3 2.1 The District recognizes the Association as the exclusive representative for a unit
4 of the classified service including the following major groupings of jobs: Food Services,
5 Clerical/Technical, Custodial/Maintenance, Classroom/Instruction and Transportation.
6 The Unit excludes day-to-day substitute employees, noon duty supervisors and
7 instructors for intramural programs and those positions not a part of the classified service
8 and positions which can be declared management, confidential, supervisory or
9 certificated.
10

ARTICLE 3. DEFINITIONS

1
2
3 3.1 "Seventy-Five Percent of a School Year" means 195 working days, including
4 holidays, sick leave, vacation and other paid leaves of absence, irrespective of the
5 number of hours worked per day.

6
7 3.2 "Day" means any day the District office is open for business unless specifically
8 defined otherwise throughout this Agreement.

9
10 3.3 "Probationary" means a new employee hired into the District for the first time in a
11 bargaining unit position, a bargaining unit member hired into a new position, a bargaining
12 unit member hired into a classification that is a promotional opportunity, a bargaining unit
13 member hired into a classification that is a voluntary demotion or a bargaining unit
14 member hired by the District following a complete break in service.

15
16 3.4 "Supervisor" or "Supervisorial" refers to designated management positions only.

17
18 3.5 "Extended School Year" refers to Special Education programs and services which
19 extend beyond the regular academic year.

20
21 3.6 "Reclassification" is the redefining of a position to account for changes in
22 required skills, duties, or responsibilities that may alter the nature of the position.

23
24 3.7 The term "member of the immediate family" includes spouse, registered domestic
25 partner, mother, father, brother, sister, son, daughter, stepson, stepdaughter, grand-
26 mother, grandfather, great grandparent (biological and/or adopted), grandchild, son-in-law
27 and daughter-in-law, brother-in-law and sister-in-law of the bargaining unit member or of
28 the spouse, and any relative living in the immediate household of the employee.
29

1 ARTICLE 4. ORGANIZATIONAL RIGHTS

2
3 4.1 Association's Use of District Equipment/Facilities

4
5 4.1.1 The Association shall have on-site use, for Association purposes, of District
6 equipment, buildings and facilities at all reasonable hours.

7
8 4.2 Association's Responsibility for Any Additional Cost

9
10 4.2.1 The Association shall be responsible for paying any actual additional cost incurred
11 by the District by use of facilities, equipment or supplies.

12
13 4.3 Negotiation Procedures

14
15 4.3.1 No more than five (5) representatives, and one (1) note taker, exclusive of one
16 professional consultant for each party, shall represent either party while in the negotiation
17 session.

18
19 4.3.2 A negotiation session will constitute the work day and will typically begin at 8:00
20 a.m. and shall include preparation time. Unit members will be released from their duties
21 for the entire work day. Unit members will report directly to negotiations and will not be
22 required to report to their work site. Association representatives will not accrue time
23 beyond their regular work day on negotiation days. The Supervisor(s) shall have the
24 responsibility to secure substitute(s) for such representative(s), if needed.

25
26 4.3.3 The Assistant Superintendent, Human Resources or designee may grant
27 additional release time for the purpose of negotiations preparation upon request from the
28 Association President or designee.

29
30 4.4 Association Release Time

31
32 4.4.1 The District agrees that it will grant release time of up to 8 hours per month (not
33 cumulative), for the Association President or designee to conduct necessary Association
34 business. The Assistant Superintendent, Human Resources or designee may grant
35 additional release time, with prior approval, to the Association President or designee for
36 new employee orientation. (Not included under this section is release time provided for in
37 other sections: Grievance, Negotiations, Disciplinary proceedings, and meetings with
38 Management.)

39
40 4.5 Organizational Leave

41
42 4.5.1 At the request of the Association, with the approval of the Assistant
43 Superintendent, Human Resources or designee, unit members may be granted a leave of
44 absence to attend regularly or specially scheduled classes, workshops, and training

1 offered or sponsored by the Association. The unit member may take leave without pay or
2 accrued vacation leave or, compensatory time off, or the Association shall reimburse the
3 District for the cost of a substitute.
4

5 4.5.2 The District shall grant a maximum of five (5) full days of Organizational Leave for
6 up to five (5) duly authorized delegates to attend the Association's annual conference.
7

8 4.6 Nondiscrimination
9

10 4.6.1 Neither the District nor the Association shall interfere with, intimidate, restrain,
11 coerce, or discriminate against bargaining unit members because of the exercise of rights
12 to engage or not engage in Association activity.
13

ARTICLE 5. DISTRICT RIGHTS

1
2
3 5.1 It is understood and agreed that the District retains all of its powers and authority
4 to direct, manage, and control its operations to the full extent of the law. Exercise of
5 these powers, rights, authority, duties and responsibilities by the District, the adoption of
6 the policies, rules, regulations, and practices in furtherance thereof, and the use of
7 judgment and discretion in connection therewith, shall be limited only by the express
8 terms of this Agreement, and then only to the extent such specific and express terms are
9 in conformance with the law.
10

1 ARTICLE 6. GRIEVANCE PROCEDURES

2
3 6.1 Definitions

4
5 6.1.1 A grievance is defined as any complaint affecting a bargaining unit employee or
6 employees involving the interpretation, application, or alleged violation of this Agreement
7 and any side letters and/or memorandums of understanding that are signed by both
8 parties.

9
10 6.1.2 A grievant can be a bargaining unit member, group of employees, and/or the
11 Association.

12
13 6.1.3 The Association Representative is defined as the President, Vice-President
14 and/or Job Stewards. Bargaining unit members occupying these positions shall be
15 designated in writing to the District following the annual elections.

16
17 6.1.4 The filing of a grievance shall in no way delay or interfere with the right of the
18 District to proceed in implementing any District action or work, except where unusual or
19 abnormal safety hazards have been determined to exist.

20
21 6.2 Purpose

22
23 6.2.1 The purpose of this procedure is to secure equitable solutions to alleged contract
24 violations.

25
26 6.3 Procedure

27
28 6.3.1 Prior to submitting a formal written grievance, bargaining unit members are
29 strongly encouraged to have a discussion with their immediate supervisor to reach
30 resolution at the lowest possible level. If no resolution is reached, a written grievance
31 shall be submitted to the Assistant Superintendent, Human Resources or designee within
32 twenty (20) days after the grievant knew or reasonably should have known about the
33 occurrence giving rise to the grievance.

34
35 6.3.2 The bargaining unit member may, at their choosing, be represented by an
36 authorized representative of the Association at any step of the grievance procedure.

37
38 6.3.3 The written grievance shall be filed on the appropriate District grievance form.
39 The form shall include (1) a description of the specific grounds for the grievance, (2) a
40 listing of the provisions of the Agreement which are alleged to have been violated, and (3)
41 a statement of the action(s) requested of the District which will resolve the grievance.
42
43
44

1 6.3.4 Level 1

2
3 6.3.4.1 The grievance form shall be submitted to the Assistant Superintendent, Human
4 Resources or designee by the grievant.

5
6 6.3.4.2 Within ten (10) days after the receipt of the written grievance by the Assistant
7 Superintendent, Human Resources or designee, the immediate supervisor shall schedule
8 a meeting with the grievant. The supervisor shall provide the grievant, the Association and
9 the Assistant Superintendent, Human Resources or designee a copy of their written
10 decision within ten (10) days of the meeting.

11
12 6.3.4.3 A Level 2 grievance may be filed within ten (10) days of receipt of the immediate
13 supervisor's written decision, or within twenty (20) days of the Level 1 meeting if no
14 written decision is received.

15
16 6.3.5 Level 2

17
18 6.3.5.1 Within ten (10) days after the receipt of the Level 2 written grievance by the
19 Assistant Superintendent, Human Resources or designee, shall meet with the grievant
20 and up to two (2) representatives of the Association, one of whom may be the Labor
21 Relations Representative. Upon mutual agreement of the parties, additional Association
22 Representatives may be invited to the meeting.

23
24 6.3.5.2 Within ten (10) days following the meeting, the Assistant Superintendent, Human
25 Resources or designee shall submit a written decision to the grievant and the Association.

26
27 6.3.5.3 A Level 3 grievance may be filed within ten (10) days of receipt of the Assistant
28 Superintendent, Human Resources or designee's written decision, or within twenty (20)
29 days of the Level 2 meeting if no written decision is received.

30
31 6.3.6 Level 3

32
33 6.3.6.1 The District shall request that the State Mediation and Conciliation Service
34 appoint a mediator to assist in the resolution of the grievance. It is the parties'
35 understanding that such mediators are provided at no cost to the parties, however, if
36 costs for the services of the mediator are charged (including but not limited to per diem
37 expenses, travel and subsistence expenses), such costs will be borne equally by the
38 District and the Association.

39
40 6.3.6.2 Mediation shall be limited to one (1) day in duration. Upon mutual agreement of
41 the parties, however, the duration of any mediation session may be extended beyond one
42 day.

1 6.3.6.3 If the grievance is not resolved through mediation in Level 3, the Association may,
2 within ten (10) days after the conclusion of the mediation, state in writing that the
3 grievance be submitted to binding arbitration.
4

5 6.3.7 Level 4

6
7 6.3.7.1 The parties shall jointly request that the California State Mediation and
8 Conciliation Service provide a list of seven (7) names of arbitrators. The parties shall
9 alternately strike the names of the arbitrators on the list until only one (1) remains, who
10 shall serve as the arbitrator. The order of striking shall be determined by lot.
11

12 6.3.7.2 The arbitrator shall be without any authority to modify, change or alter the terms of
13 this Agreement.
14

15 6.3.7.3 All costs for the services of the arbitrator, including but not limited to per diem
16 expenses, travel and subsistence expenses, and the cost of any hearing room, shall be
17 borne equally by the District and the Association. The proceeding shall be recorded by a
18 certified reporter, and the cost for this service shall be borne equally by the District and
19 the Association. All other costs shall be borne by the party incurring them.
20

21 6.3.7.4 The decision of the arbitrator shall be binding on the parties.
22

23 6.4 Miscellaneous Provisions

24
25 6.4.1 The Association may file a grievance at Level 2 of the grievance procedure if, in
26 the opinion of the Association: the alleged violation involves a group of employees
27 rather than a single employee, or if the grievant(s) have more than one (1) supervisor.
28 In submitting such a grievance, the Association shall clearly indicate on the written
29 grievance submitted that it is bypassing Level 1 of the grievance procedure.
30

31 6.4.2 No bargaining unit member shall suffer any reprisal for making use of any
32 provisions of this Article.
33

34 6.4.3 The grievant shall be granted reasonable release time to prepare the initial
35 grievance at their work site and as required to process the grievance. The grievant shall
36 notify their immediate supervisor at least one (1) day in advance.
37

38 6.4.4 The Association Representative shall be granted reasonable release time as
39 necessary to investigate and/or process a grievance. The representative shall notify their
40 immediate supervisor at least one (1) day in advance of any requested release time.
41

42 6.4.5 The Association shall be provided copies of any grievance filed by bargaining unit
43 members.
44

1 6.4.6 All records concerning a bargaining unit member's grievance shall be in a file
2 separate from the bargaining unit member's personnel file to assure confidentiality. It
3 shall be available for inspection only by the bargaining unit member, their representative,
4 and management/confidential employees directly involved in the grievance procedure.
5

6 6.4.7 An extension of any time limit may be made by mutual written consent of the
7 parties.
8

1 ARTICLE 7. ASSIGNMENTS, JOB VACANCIES & TRANSFERS

2
3 7.1 Assignments

4
5 7.1.1 Types of Assignments The assignment of each classified bargaining unit member
6 shall be designated as either probationary or permanent. Assignments may be part-time
7 or full time, and for twelve (12) months per year or less.

8
9 7.1.2 Out of Classification Assignment A bargaining unit member may be temporarily
10 assigned to an equivalent or higher job classification.

11
12 7.1.2.1 These Out of Classification assignments are not limited by the twenty (20)
13 consecutive working days rule stated in Section 17.8.

14
15 7.1.2.2 A bargaining unit member may be assigned on a temporary basis to perform non-
16 supervisory, non-evaluative duties of their immediate supervisor. This assignment will
17 be at the discretion of the Assistant Superintendent, Human Resources or designee and
18 shall be for no more than the duration of the supervisor's absence.

19
20 7.1.2.3 The bargaining unit member shall receive the pay rate within the classification of
21 the Out of Classification assignment which is closest to but at least five percent (5%)
22 higher than the bargaining unit member's regular rate of pay. Such higher rate of pay shall
23 continue for the duration of the Out of Classification assignment. If the Out of
24 Classification assignment is on the same range as the bargaining unit member's
25 permanent classification there shall be no change in the rate of pay.

26
27 7.1.3 Bridging When a bargaining unit member resigns a position while maintaining
28 employment in another position within the District and is rehired within a maximum of six
29 calendar months (i.e. July 15 through January 14) seniority within the classification will be
30 adjusted by time absent from the position. The bargaining unit member will return to the
31 step on the salary schedule held previously and shall remain on that step for a minimum
32 of six months. This six month period must be completed by June 30 in order to be eligible
33 for the July step advancement. The bargaining unit member will not be required to
34 complete a new probationary period.

35
36 7.1.3.1 Bargaining unit members shall reapply for any previously resigned position(s)
37 and have no return rights.

38
39 7.1.4 Increase In Assigned Hours Should the District determine a need to increase the
40 hours of one or more part-time assignments the incumbent bargaining unit member(s) in
41 the position(s) at the site shall be offered the increased hours. If the incumbent(s) agree
42 to accept the increased hours, no posting or advertising for such increased hours is
43 necessary. If the offer of increased hours is declined, the District can follow the posting of
44 vacancies process as outlined in 7.2.

1 7.2 Vacancies and Posting of Vacancies
2

3 7.2.1 Job vacancies created by promotions, transfers, resignations or newly established
4 positions in the District, except those filled through the bidding process, shall be posted
5 and advertised, except in cases where the District decides to reduce staff through
6 attrition, in which case the vacancy may remain unfilled. If the District later decides to
7 reinstate the position, the vacancy will then be posted and advertised. If a position is to
8 be left vacant, the District shall notify the supervisor that the work load of remaining
9 bargaining unit members shall not be increased as a result of such vacancy.

10
11 7.2.2 If the vacancy is to be filled, the District shall post a Notice of Job Position
12 Opening on the District website and at each District work site.

13
14 7.2.3 The Notice of Job Position Opening shall include the following minimum
15 elements: the job title, the assigned job site, the number of hours per day, duty hours
16 assigned, days per week, months per year, the salary range, the name of the immediate
17 supervisor and the final filing date.

18
19 7.2.4 Any changes in posted notices shall be promptly communicated in writing by
20 providing a copy of the revised posting to the Association President.

21
22 7.2.5 Copies of the job description for posted vacancies shall be made available at the
23 District office and on the District website.

24
25 7.2.6 The Notice of Job Position Opening shall remain posted for a period of five (5)
26 work days.

27
28 7.3 Vacancy Recruitments
29

30 7.3.1 Definitions – Transfer, Salary Range Transfer, Promotion, Demotion
31

32 7.3.1.2 A transfer is defined as the movement of a bargaining unit member to a vacant
33 position within the same classification regardless the number of hours. Transfers can be
34 voluntary or administrative.

35
36 7.3.1.3 A salary range transfer is defined as the movement of a bargaining unit member
37 to a vacant position in a different classification but within the same salary range.

38
39 7.3.1.4 A promotion is defined as the movement of a bargaining unit member to a vacant
40 position in a higher classification within the bargaining unit.

41
42 7.3.1.5 A demotion is defined as the movement of a bargaining unit member to a vacant
43 position with a lower salary range.
44

1 7.3.2 Recruitment Process

2
3 7.3.2.1 All interested applicants must submit the required documentation, as noted in the
4 vacancy announcement, to the Human Resources department by the final filing date in
5 order to be considered.

6
7 7.3.2.2 Those unit members applying for a vacancy that are considered “transfers” shall
8 be interviewed.

9
10 7.3.2.3 All other internal applicants (salary range transfers, promotions, demotions) or
11 external applicants, may be interviewed, provided they meet the job qualifications as
12 outlined in the job description and the Notice of Job Position Opening.

13
14 7.3.2.4 If the District involves bargaining unit members in the interview process, it shall
15 involve only those who have skill, knowledge or experience of the position to be filled.

16
17 7.3.2.5 If the District is unable to fill the vacancy following the procedures outlined in
18 Sections 7.3 and 7.4 above, and determines that an administrative transfer is necessary,
19 the District will notify the Association Chapter President.

20
21 7.3.2.6 Vacant Nutrition Assistant positions shall be filled by bid procedure. The order of
22 bidding is to be among Nutrition Assistants requesting transfer based on seniority and the
23 last completed evaluation on file in the classification must be positive. Bargaining unit
24 members on probation are not eligible for bidding or transfer requests.

25
26 7.5 Administrative Transfers

27
28 7.5.1 Administrative transfers are District-initiated and are based upon consideration of
29 seniority, the operational needs of the District, or job qualifications and skill level.
30 Voluntary transfers will be solicited before administrative transfers are made.

31
32 7.5.2 The administrative transfer will be subject to review with the Association Chapter
33 President and approval by the Assistant Superintendent, Human Resources or designee
34 and the employee shall be given a minimum of ten (10) work days’ notice prior to the
35 effective date of the administrative transfer unless a lesser time frame is mutually agreed
36 upon between the employee and the District.

37
38 7.6 Notification, Objections

39
40 7.6.1 Bargaining unit members not selected for vacant positions shall be notified within
41 ten (10) work days of the decision. Members may request a meeting with the appointing
42 supervisor to discuss the decision. If requested, reasons for the decision shall be put in
43 writing within ten (10) work days of the request.

1 7.6.2 Bargaining unit members not satisfied with the rationale given under section 7.6.1
2 may present objections to the Assistant Superintendent, Human Resources or designee
3 within five (5) work days of receiving the explanation.
4

5 7.6.3 Grounds for such objection shall be limited to an allegation that the action was
6 taken by the appointing supervisor for reasons that were arbitrary, capricious or
7 discriminatory. Within ten (10) work days after receipt of such objections, the Assistant
8 Superintendent, Human Resources or designee shall hold a meeting to hear the
9 objections and render a decision. The bargaining unit member is entitled to Association
10 representation at such meeting.
11

12 7.7 Probationary Period

13

14 7.7.1 New employees hired into a bargaining unit position prior to July 1, 2020, shall be
15 considered probationary for one (1) year.
16

17 7.7.1.1 New employees hired for the first time in a bargaining unit position, unit members
18 hired into a new position, or unit members hired by the District following a complete break
19 in service, on or after July 1, 2020, shall be considered probationary for 130 days of paid
20 service. For the purpose of calculating 130 days of service, holiday or vacation days shall
21 count towards this calculation, but other days of leave, including but not limited to illness
22 leave, injury leave, bereavement leave, parenting leave or pregnancy leave shall not
23 count towards 130 days of service so as to provide the District with reasonable
24 opportunity to observe and evaluate an employee's performance on the job before
25 determining permanent status. (Randolph v. City of Los Angeles (1977) 67Cal.App.3d
26 201, 205.).
27

28 7.7.2 A bargaining unit member hired into a classification that is promotional opportunity
29 or a voluntary demotion shall be considered probationary for six (6) months. If the
30 bargaining unit member is unable to qualify for permanent status in the new classification,
31 the bargaining unit member shall have the right to return to a similar position in the same
32 job classification in which the bargaining unit member had previously gained permanent
33 status.
34

35 7.7.3 A bargaining unit member that accepts a transfer opportunity is not considered
36 "probationary" but may not be considered for another transfer opportunity for a six (6)
37 month period.
38

39 7.7.4 A bargaining unit member may apply for promotional opportunities upon
40 completion of their probation period and after obtaining permanent status.
41
42
43
44

1 7.8 Notification While On Leave

2
3 7.8.1 A bargaining unit member(s) on leave of absence may authorize their
4 representative to file for a specific vacancy on their behalf. Notice of Job Position
5 Openings will be posted on the District website and District sites.
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ARTICLE 9. RECLASSIFICATION

9.1 Reclassification Procedure

9.1.1 The primary purpose of the reclassification procedure shall be to ensure consistent review of duties contained in job descriptions and the work actually performed by bargaining unit members, and to ensure appropriate classification.

9.1.2 Reclassification forms will be available on the District's website or in the Human Resources Division. During the month of September, a bargaining unit member and/or their supervisor may petition for a reclassification review through the submission of a completed "Request for Reclassification Review" digital form to the Human Resources Division no later than the last working day in October.

9.1.2.1 The bargaining unit member will complete the first section of the reclassification review form and submit it to their supervisor for completion of the second section. If the supervisor does not support the request, the required written justification must be supplied to the reclassification committee with a copy to the employee. The employee may submit a rebuttal in writing to the reclassification committee. Any unit employee may request a meeting with the committee before consideration for reclassification is made by the committee. The Reclassification Review Committee shall consist of the following members:

9.1.2.1.1 Two Classified bargaining unit members. The Executive Board of CSEA, Chapter #118, shall appoint these members:

9.1.2.1.2 One supervisor, administrator, or management employee;

9.1.2.1.3 The Assistant Superintendent, Human Resources or their designee, and

9.1.2.1.4 One additional member from the classified or certificated management groups to be selected by the Reclassification Review Committee members noted above. The selected additional member would not be a direct evaluator of an individual seeking reclassification.

9.2 Reclassification Evaluation Criteria

9.2.1 In evaluating the request(s) for review, the Reclassification Review Committee shall consider the following criteria:

9.2.1.1 The level and nature of the duties and responsibilities that the bargaining unit member is regularly required to perform which are not covered by their job description;

1 9.2.1.2 How the bargaining unit member came to be assigned duties and
2 responsibilities not covered by their job description (i.e., expansion of the functions of
3 the school or office, or possession by the bargaining unit member of specialized skills or
4 abilities);

5
6 9.2.1.3 Comparison of the bargaining unit member's actual duties as shown on the
7 request for review with the duties on their job description;

8
9 9.2.1.4 Relation of described position to other positions within the bargaining unit;

10
11 9.2.1.5 Completed Reclassification Request digital form provided by the bargaining
12 unit member and their supervisor to the Reclassification Review Committee.

13
14 9.3 Reclassification Review Procedure

15
16 9.3.1 The Reclassification Review Committee will conduct a reclassification review,
17 which will include:

18
19 9.3.1.1 Interviews with the bargaining unit members who submitted request for
20 reclassification and their supervisor;

21
22 9.3.1.2 Review of bargaining unit member's written request for review, their
23 supervisor's written response, and other current reclassification requests prepared by
24 bargaining unit members serving in the same positions;

25
26 9.3.1.3 Review of the official job description;

27
28 9.3.1.4 Examination of the internal alignment of a position within a job category;

29
30 9.3.1.5 Review of position placement of similar positions in comparable districts;

31
32 9.3.1.6 Gathering of other such data which may be beneficial in the reclassification
33 review, including a desk audit;

34
35 9.3.2 Upon analysis of the results of this review, the committee will, by majority vote,
36 approve or deny the request in writing not later than March 31st.

37
38 9.3.3 If the reclassification is approved and no job description exists matching the
39 approved duties, the Assistant Superintendent, Human Resources or designee will draft
40 a new job description including proposed salary range, and will work with the committee
41 to finalize the new job description. Once the draft is finalized, it will be sent to the
42 President for the ratification process. The reclassification will not be submitted for
43 Board approval until the new job description and salary placement is ratified.
44

1 9.4 Reclassification Adjustment

2
3 9.4.1 Should the committee approve reclassification to a position in a higher salary
4 range, step placement in the new range shall be not less than the equivalent to a 5%
5 increase to the incumbent's current pay and shall be retroactive to November 1st.

6
7 9.4.2 In those cases where a position has been reclassified to a lower salary range or
8 abolished, the current salary range shall continue to apply for the bargaining unit member
9 in that position until such time as the bargaining unit member vacates the position, rather
10 than be reduced in pay. The lower salary range shall apply to new bargaining unit
11 members subsequently assigned to the position after such reclassification.
12

1 ARTICLE 11. SAFE WORKING CONDITIONS

2
3 11.1 The District will adhere to all applicable workplace safety requirements imposed
4 by State or Federal law or regulations adoption under State or Federal law.

5
6 11.2 The District shall provide bargaining unit members with appropriate training to
7 perform assigned job duties. No bargaining unit member shall be required to work under
8 unsafe conditions. Unsafe conditions shall be reported to their immediate supervisor.
9 Should the immediate supervisor determine that the condition is safe and that work
10 continue, the bargaining unit member may not be required to perform that work until the
11 condition is either remedied or investigated and certified safe by the District Safety
12 Officer.

13
14 11.3 District shall furnish safety equipment or materials required by applicable safety
15 laws or regulations.

16
17 11.4 CAL-OSHA Inspection

18
19 11.4.1 Upon request of the Association, an Association appointed bargaining unit
20 member shall be granted release time to accompany a CAL-OSHA representative
21 conducting an on-site inspection.

22
23 11.5 Any new employee to the District or employee that transfers sites will be trained
24 on safety procedures specific to their site within the employee's first week.
25

1 ARTICLE 12. EVALUATION AND PERFORMANCE IMPROVEMENT PLAN
2

3 12.1 Purpose
4

5 12.1.1 The purpose of the evaluation process is to provide a supervisor and a bargaining
6 unit member an opportunity to discuss the member's work performance. Permanent
7 members shall be evaluated at least bi-ennially (once every two years), prior to the end of
8 the member's work year, but not later than June 30th.
9

10 12.2 Probationary Employee Evaluation
11

12 12.2.1 New employees hired into the District for the first time in a bargaining unit position
13 or a bargaining unit member hired by the District following a complete break in service on
14 or after July 1, 2020, shall be considered probationary for 130 days of paid service (as
15 defined in Article 7.7.1.1). Two formal evaluations are to be completed during the
16 probationary period. An evaluation must be completed at the end of 90 work days and no
17 later than 15 workdays before the end of the probationary period. The performance rating
18 at the second evaluation (no later than 15 work days before the end of the probationary
19 period) must indicate satisfactory job performance in order for: (1) the bargaining unit
20 member to successfully complete bargaining unit member's probationary period and (2)
21 achieve permanent status. An unsatisfactory evaluation of a probationary bargaining unit
22 member shall result in dismissal.
23

24 12.2.2 Bargaining unit members hired into a new position, hired into a classification that
25 is a promotional opportunity or hired into a classification that is a voluntary demotion shall
26 be considered probationary for 130 days of paid service (as defined in Article 7.7.1.1).
27 Two formal evaluations are to be completed during the probationary period. An
28 evaluation must be completed at the end of 90 work days and no later than 15 workdays
29 before the end of the probationary period. The performance rating completed at the end
30 of five (5) months of service must indicate satisfactory job performance in order for: (1)
31 the bargaining unit member to successfully complete bargaining unit member's
32 probationary period and (2) achieve permanent status. An unsatisfactory evaluation of a
33 probationary bargaining unit member shall result in return to a similar position in the
34 same job classification in which the bargaining unit member has previously gained
35 permanent status.
36

37 12.3 Work Performance Evaluation
38

39 12.3.1 When a bargaining unit member has either met or exceeded performance
40 expectations in accordance with their appropriate job description, the supervisor and
41 member shall meet to review the Work Performance Evaluation. If the Work
42 Performance Evaluation is satisfactory for two consecutive years, the member shall be
43 placed on a bi-ennially Work Performance Evaluation cycle.
44

1 12.3.2 Whenever a supervisor determines that a member's work performance is less
2 than satisfactory, the supervisor and member shall meet to review the Work Performance
3 Evaluation and a Performance Improvement plan (PIP) may be implemented. A member
4 receiving a Performance Improvement Plan will return to an annual performance
5 evaluation cycle until the member receives satisfactory performance evaluations for two
6 consecutive years.

7
8 12.3.3 The Work Performance Evaluation form shall be signed by the member and the
9 supervisor and shall be placed in the member's personnel file. The signature by the
10 member does not indicate their agreement with the evaluation; it indicates that they have
11 received a copy of the evaluation.

12 12.4 Performance Improvement Plan

13
14
15 12.4.1 The purpose of the Performance Improvement Plan is to clearly communicate
16 deficiencies in performance, attendance or inappropriate/unprofessional behavior or
17 conduct, and to provide an outline for performance improvement and to identify the
18 specific support being offered by the District.

19
20 12.4.2 A Performance Improvement Plan may be used in conjunction with a Work
21 Performance Evaluation as outlined in 12.3.2, or at any time during the year after
22 deficiencies in performance have been identified and communicated by the supervisor
23 to the bargaining unit member.

24
25 12.4.3 Upon implementation of a written Performance Improvement Plan, the
26 member has the following options:

27
28 12.4.3.1 The member may respond to the Performance Improvement Plan in writing
29 within ten (10) workdays and have the written response attached to the Performance
30 Improvement Plan; or

31
32 12.4.3.2 The member may appeal the Performance Improvement Plan in writing within
33 ten (10) workdays to the Assistant Superintendent, Human Resources or designee.
34 Grounds for the appeal shall be based on one or more of the following: (1) the
35 Performance Improvement Plan was not based on fact, (2) the Performance
36 Improvement Plan was based on discriminatory standards, (3) the Performance
37 Improvement Plan was not conducted in conformance with this Article. Within ten (10)
38 working days of receipt of such appeal, the Assistant Superintendent, Human Resources
39 or designee, shall hear the appeal and render a decision whether to rescind, modify, or
40 direct that the Performance Improvement Plan be filed in the unit member's personnel file
41 with the unit member's written statement attached.

42
43 12.4.3.3 The Performance Improvement Plan form shall be signed by the bargaining
44 unit member and the supervisor and shall be placed in the member's personnel file. The

- 1 signature by the member does not indicate their agreement with the Performance
- 2 Improvement Plan; it indicates that they have received a copy of the plan.

1 ARTICLE 13. PUBLIC/PARENTAL COMPLAINT PROCEDURE

2
3 13.1 Bargaining unit members and their supervisors will make every effort to resolve
4 public/parental complaints and disagreements informally before resorting to formal
5 complaint procedures.

6
7 13.1.1 The Board shall refer any public complaint presented initially to them to the
8 Superintendent, who shall notify the appropriate supervisor.

9
10 13.1.2 The Board shall not permit public presentation critical of individual bargaining unit
11 members at a public meeting of the Board of Trustees.

12
13 13.2 No record of any informal (oral) unsubstantiated complaint shall be placed in a
14 bargaining unit member's personnel file. If a complaint is substantiated after an
15 investigation, the supervisor will follow disciplinary procedures outlined in Article 26.

16
17 13.3 Formal (Written and Signed) Complaints

18
19 13.3.1 The District shall forward any formal (written and signed) complaint to the
20 bargaining unit member within five (5) days. No record of any formal (written and signed)
21 unsubstantiated complaint shall be placed in the personnel file of a bargaining unit
22 member. If a complaint is substantiated after an investigation, the supervisor will follow
23 disciplinary procedures in accordance with Article 26.

24
25 13.3.2 The bargaining unit member's immediate supervisor shall investigate the
26 complaint. Such investigation shall include a conference at a time to be mutually
27 determined with the complainant, a District representative, the bargaining unit member,
28 and/or their representative. If the complainant refuses to attend the meeting, the
29 complaint may be utilized by the District in any evaluation or disciplinary action against the
30 unit member.

31
32 13.3.3 As part of the investigation, the bargaining unit member shall be given the
33 opportunity to provide a written response to the complaint.

34
35 13.4 Meetings held to adjudicate public complaints shall be held during regular school
36 hours unless otherwise mutually agreed upon by all parties. There shall be no salary loss
37 to the bargaining unit member.

38
39 13.5 No record of any complaint shall be kept if an investigation by the District shows
40 that the complaint has been withdrawn, shown to be false, has no merit, and/or the
41 District concludes that no records are required.

42
43 13.6 Anonymous complaints shall not be processed pursuant to the provisions of this
44 section.

1 ARTICLE 14. LEAVES OF ABSENCE

2
3 14.1 Sick Leave

4
5 14.1.1 Bargaining unit members are entitled to utilize sick leave for absences resulting
6 from illness or injury as set forth in this Article.

7
8 14.1.2 A bargaining unit member employed five (5) days a week accrues sick leave at
9 the rate of one (1) day for each month of paid service. A day of sick leave pay shall be at
10 the same rate as a regular day of work for the employee. Each pay period's accrual of
11 sick leave shall be credited in hours, and each pay period's usage of sick leave shall be
12 deducted in hours.

13
14 14.1.3 Upon initial employment with the District, the bargaining unit member is credited
15 with the sick leave that would normally accrue during the first six (6) months of service.
16 The probationary employee may request up to two (2) of these days for personal
17 necessity as defined in 14.2. The balance of the first year's entitlement shall be credited
18 if the bargaining unit member attains permanent status.

19
20 14.1.4 Bargaining unit members who have attained permanent status shall be credited
21 with a year's full entitlement of earned sick leave at the beginning of each fiscal year.

22
23 14.1.5 Unused sick leave may be accumulated without limit. Sick leave does not
24 normally accrue during periods of absence without pay.

25
26 14.1.6 Prior to the payment of sick leave pay, verification of illness or injury may be
27 required from a licensed physician or physician's assistant if a pattern of absences or
28 other unusual circumstances cause the District to believe that there is a question of valid
29 grounds existing for the claimed absence. In the event the absence extends for five (5) or
30 more consecutive days due to illness or injury, verification of illness or injury shall be
31 required from a licensed physician. A medical release to return to work may also be
32 required by the District.

33
34 14.1.7 Upon a bargaining unit member's separation from the District, any sick leave
35 taken but not earned at the time of separation shall be deducted from the member's final
36 payroll warrant.

37
38 14.2 Personal Necessity Leave

39
40 14.2.1 A permanent bargaining unit member may request to use up to seven (7) days of
41 accumulated sick leave in any one (1) fiscal year for the following events related to
42 personal necessity:

43
44 14.2.1.1 The death of a member of the employee's immediate family when additional

1 leave is required beyond that provided in Bereavement Leave section;
2

3 14.2.1.2 As a result of an accident or illness involving the bargaining unit member's
4 person or property or the person or property of a member of their immediate family;
5

6 14.2.1.3 When resulting from an appearance in any court as a litigant, or as a witness
7 under an official order;
8

9 14.2.1.4 In the case of an emergency which is beyond the control of the bargaining unit
10 member or for such other reasons of compelling personal importance.
11

12 14.2.1.5 The use of up to seven (7) days of accumulated sick leave is authorized for any
13 one or all of the above but not for each. If more than seven (7) days are taken in any one
14 fiscal year for these purposes, earned vacation time or leave (without pay) shall be used.
15

16 14.2.2 Personal necessity shall not include the use of such leave for any of the following:
17

18 (a) Attendance at, or participation in functions or activities which are primarily for the
19 bargaining unit member's pleasure, amusement or personal convenience.
20

21 (b) The extension of holidays, vacation periods or weekends for personal
22 convenience.
23

24 (c) Seeking or engaging in paid employment.
25

26 (d) Participating in Association activities and/or activities related to concerted
27 activities or work stoppages.
28

29 14.2.3 Advance notification (at least twenty-four (24) hours) to the immediate supervisor
30 must be provided for a bargaining unit member to be eligible to use sick leave for reasons
31 related to personal necessity. Advance notice is not required in emergency situations
32 where it is not feasible for the bargaining unit member to provide such notice.
33

34 14.2.4 When advance notice is given prior to ten (10) days before the requested leave,
35 the District shall provide an approval/denial response within five (5) working days of the
36 request. In cases where more than one (1) request is received for the same period of
37 time, priority will be given to the first request received.
38

39 14.2.5 Prior to the payment of sick leave pay for reasons related to personal necessity,
40 the District may require verification of the personal necessity. The decision whether to
41 require verification or not shall be in the sole discretion of the District.
42

43 14.2.6 A bargaining unit member, who has attained permanent status may use two (2)
44 discretionary days per year, to be deducted from personal necessity leave, without

1 submitting the verification ordinarily required for use of a sick leave day for personal
2 necessity. Twenty-Four (24) hours prior notification must be given to the bargaining unit
3 member's site administrator, except in emergency situations where no advance notice is
4 required. The site administrator must approve this leave and may limit the number of
5 employees who may use this leave on any one day.

6 7 14.3 Differential Leave 8

9 14.3.1 Unit members who continue to be absent on account of illness or injury (whether
10 or not the absence arises out of, or in the course of, employment), shall be eligible for up
11 to a total of 100 working days of paid sick leave at differential pay provided the employee
12 provides a written statement for their attending physician verifying the illness or injury.
13 Differential pay shall be fifty percent of the unit members per diem salary. Unit members
14 on differential leave shall be entitled to the same level of fringe benefits as if not on leave.
15 The total period of absences for differential leave, including any catastrophic illness or
16 injury leave, shall not exceed 100 working days. The 100 working days shall run
17 concurrently with the unit member's regular sick leave.

18
19 This article applies to leave that begin on or after July 1, 2018.
20

21 14.3.2 A unit member returning from differential leave shall be restored to a position
22 within the classification to which the bargaining unit member was assigned with all the
23 rights, benefits and burdens of a permanent bargaining unit member. If at all possible,
24 the bargaining unit member may be assigned to the previous work location.
25

26 14.4 Catastrophic Illness or Injury Leave 27

28 14.4.1 Catastrophic illness means an illness or injury that is expected to incapacitate the
29 unit member for at least thirty (30) calendar days. Catastrophic Illness or Injury Leave is
30 not an extension of sick leave.
31

32 14.4.2 Catastrophic Illness or Injury Leave runs concurrently with Differential Leave and
33 provides that the bargaining unit member shall be paid at their normal rate of pay for each
34 day of the absence.
35

36 14.4.3 Bargaining Unit Members who have a valid and approved Worker's
37 Compensation claim are not eligible for Catastrophic Leave.
38

39 14.4.4 A permanent bargaining unit member who has exhausted all of their accrued sick
40 leave, including current year sick leave, and continues to be absent on account of
41 catastrophic illness or injury shall be eligible for catastrophic leave as follows:
42

- 43 ■ after one year of continuous employment - eligible for up to one month of leave
- 44 ■ after two years of continuous employment - eligible for up to two months of leave

- 1 ■ after three years of continuous employment - eligible for up to three months of
2 leave
- 3 ■ after four years of continuous employment - eligible for up to four months of
4 leave
- 5 ■ after five years of continuous employment - eligible for up to five months of leave
6

7 14.4.5 The bargaining unit member shall request the catastrophic leave on a District
8 Form accompanied with a physician's statement certifying eligibility. The application shall
9 be reviewed by a committee consisting of two (2) Association representatives and two (2)
10 District representatives. The Director, Operations shall serve as the chairperson and shall
11 facilitate the work of the committee. The Director, Operations shall vote only in the case
12 of a tie vote by the committee. The committee shall establish guidelines for determining
13 the eligibility and approval process for the catastrophic leave. The committee shall
14 provide its recommendation to the Assistant Superintendent, Human Resources or
15 designee who shall take "such" recommendation to the Governing Board whose decision
16 shall be final. The Committee or the District may require an independent medical
17 examination by a licensed physician selected by the District at District expense.
18

19 14.4.6 The maximum amount of leave that may be used at any one time is five (5)
20 months and runs concurrently with Differential Leave. This leave does not accumulate
21 from year to year. A new application and review shall be required for each catastrophic
22 Illness or Injury Leave request.
23

24 14.5 Additional Leave for Nonindustrial Accident or Illness

25
26 14.5.1 A permanent bargaining unit member who has exhausted all entitlement to sick
27 leave, vacation, compensatory overtime, or other available paid leave and who is absent
28 because of nonindustrial accident or illness may be granted additional leave, paid or
29 unpaid, not to exceed six months. The employee shall be notified, in writing, that
30 available paid leave has been exhausted, and shall be offered an opportunity to request
31 additional leave. The Board may renew the leave of absence, paid or unpaid, for two
32 additional six-month periods or lesser leave periods that it may provide but not to exceed
33 a total of 18 months.
34

35 14.6 39-Month Rehire List

36
37 14.6.1 If a bargaining unit member is unable to assume the duties of their position upon
38 exhaustion of all available leaves, the bargaining unit member shall then be placed on a
39 reemployment list for thirty-nine (39) months.
40

41 14.6.2 When the bargaining unit member is released for full work or reduced hours
42 without accommodations during the thirty-nine (39) months and the bargaining unit
43 member is able to assume the duties of their position, the bargaining unit member shall
44 provide the District, in writing, appropriate verification of their availability to be

1 reemployed.
2

3 14.6.3 Upon receipt of appropriate written verification, the bargaining unit member shall
4 be reemployed in the job classification of the bargaining unit member's previous
5 assignment in the first vacancy in any classification for which the bargaining unit member
6 is qualified. Such reemployment will take precedence over all other applicants except for
7 those laid off for lack of work or lack of funds, in which case the bargaining unit member
8 shall be ranked according to seniority. Upon resumption of the bargaining unit member's
9 duties the break in service will be disregarded and the bargaining unit member will be fully
10 restored to permanent status.

11 14.7 Family and Medical Leave 12

13
14 14.7.1 The District will abide by all provisions of the federal and state Family and Medical
15 Leave Laws. A bargaining unit member shall be entitled to up to twelve (12) weeks of
16 such Family Medical Leave per 12-month period measured forward from the date an
17 employee's first family leave begins. Upon approval, this leave shall be available for use
18 by the bargaining unit member for the reasons allowed by the law.

19
20 14.7.1.1 During such 12 week period, health and welfare benefits shall continue to be
21 provided to the bargaining unit member in the same manner as if they were performing
22 their regularly assigned duty.

23
24 14.7.1.2 All legal eligibility requirements for entitlement to such leave shall apply, with
25 the following two expansions of the federal law minimums.

26
27 14.7.1.2.1 A bargaining unit member who has been employed for at least twelve (12)
28 months AND who has been in a paid status for at least nine hundred (900) hours during
29 the previous twelve (12) months immediately preceding the commencement of leave is
30 eligible for such leave.

31
32 14.7.1.2.2 The leave shall be available for a unit member to care for a seriously ill
33 member of their immediate family who is not a parent, child or spouse of the unit member
34 but who is living in the household of the bargaining unit member and who is a legal
35 dependent (for federal income tax purposes) of the bargaining unit member.

36 14.7.2 New Child Leave 37

38
39 14.7.2.1 Upon written request, a bargaining unit member upon the birth or adoption of a
40 child will be entitled to up to three (3) days of leave with pay upon the birth or adoption of
41 a child for a bargaining unit member who is a natural or adoptive parent. Such leave shall
42 run concurrently with any leave available under federal and/or state Family and Medical
43 Leave laws. However, in cases of disability arising out of pregnancy or childbirth, other
44 leaves of absence shall also be available, as provided by statute and/or contract.

1 14.7.2.2 To receive such leave with pay, the bargaining unit member may be required
2 to provide verification of the birth or adoption.

3
4 14.7.2.3 Upon request, an additional leave of absence may be granted by the
5 Governing Board upon the birth or adoption of a child. Such leave shall be without pay
6 and without benefits and shall run concurrently with any leave available under federal
7 and/or state Family and Medical Leave Laws.

8
9 **14.7.3 Family Care Leave**

10
11 14.7.3.1 Upon written request, except in cases of emergency (where the unit member
12 notifies the supervisor as soon as possible), the District will provide up to five (5) days of
13 leave with pay in any fiscal year for a bargaining unit member to care for a member's
14 spouse, registered domestic partner, parent, child (as defined under FMLA), or a member
15 of their immediate family who is living in the member's household and who is a legal
16 dependent (for federal income tax purposes) of the bargaining unit member. Such leave
17 is not cumulative and shall run concurrently with any leave available under federal and/or
18 state Family and Medical Leave laws.

19
20 14.7.3.2 To receive such leave with pay, the bargaining unit member may be required
21 to provide verification of the illness of the family member.

22
23 **14.8 Bereavement Leave**

24
25 14.8.1 A bargaining unit member shall be granted a leave with full pay not to exceed a
26 maximum of five (5) work days in the event of the death of a member of the immediate
27 family of the bargaining unit member.

28
29 14.8.2 In addition, a bargaining unit member may request bereavement leave with pay
30 for up to five (5) work days upon the death of a member of the family of a bargaining unit
31 member who is not included in the unit member's "immediate family." Such request will
32 be considered by the Governing Board, which has the discretion to grant or deny the
33 requested leave.

34
35 14.8.3 Upon request of the bargaining unit member, two (2) additional days of leave with
36 pay may be granted for travel time where the Assistant Superintendent, Human
37 Resources or designee deems that such additional leave is appropriate in the
38 circumstances.

39
40 14.8.4 To receive such leave with pay, the bargaining unit member must submit notice,
41 and may be required to provide verification of the death of the family member.

42
43 14.8.5 This leave can be applied for retroactively, as long as the request for such leave is
44 provided within ten working days of the last day of the leave.

1 14.9 Industrial Accident and Illness Leave
2

3 14.9.1 A bargaining unit member who is absent from duty because of an illness or injury
4 defined as an industrial accident or industrial illness under provisions of the Workers
5 Compensation Insurance Law, shall be granted paid industrial accident and illness leave
6 for such accident or illness, as set forth below.
7

8 14.9.1.1 Such leave will begin on the first day of absence and shall continue for up to
9 sixty (60) working days in any one (1) fiscal year for the same accident.
10

11 14.9.1.2 Such leave shall not accumulate from year to year.
12

13 14.9.1.3 Payment for wages lost on any day shall not, when added to an award paid as a
14 result of workers' compensation benefits, exceed the normal wage of the employee for
15 the day.
16

17 14.9.1.4 Such leave will be reduced by one day for each day of authorized absence,
18 regardless of whether a compensation award is made under workers' compensation.
19

20 14.9.1.5 Such leave shall be limited to sixty (60) days for a single industrial injury or
21 illness, even where the leave period overlaps from the end of one fiscal year into the
22 beginning of a new fiscal year.
23

24 14.9.2 When entitlement to industrial accident or illness leave has been exhausted,
25 entitlement to other available sick leave may then be used.
26

27 14.9.2.1 Any time a bargaining unit member is receiving workers' compensation benefits,
28 the bargaining unit member shall be entitled to use only so much of the bargaining unit
29 member's accumulated or available sick leave, vacation or other available leave, which,
30 when added to the workers' compensation award, will provide for up to a full day's wage.
31 This shall be accomplished by the unit member endorsing to the District the benefit
32 checks received through workers' compensation. The District, in turn, will issue the
33 appropriate pay checks, less ordinary deductions.
34

35 14.9.3 During such leave the bargaining unit member may return to the bargaining unit
36 member's position without suffering any loss of status or benefits. The District may
37 require a physician's authorization to return to work prior to reinstatement.
38

39 14.9.4 Periods of paid or unpaid leave of absence due to industrial illness or injury shall
40 not be considered a break in service of the bargaining unit member.
41

42 14.9.5 When all available leaves of absence, paid or unpaid, have been exhausted and
43 the bargaining unit member is not medically able to assume the duties of the bargaining
44 unit member's position refer to section 14.6.

1 14.9.6 A bargaining unit member who has been placed on a reemployment list as
2 provided in this section, and who has been medically released to return to duty and who
3 fails to accept an appropriate, offered assignment, shall be dismissed from employment
4 and removed from the reemployment list.

5
6 14.9.7 Any bargaining unit member receiving benefits under this section shall remain
7 within the State of California during the time while such benefits are being received,
8 unless the Governing Board authorizes in advance out of state travel.

9
10 14.10 Educational and Organizational Leaves

11
12 14.10.1 At the request of a bargaining unit member, the member may, with the
13 approval of the Governing Board, be granted a leave of absence, not to exceed one (1)
14 year, for the following purposes:

15
16 14.10.1.1 To attend regularly or specially scheduled classes, workshops, field trips, etc.
17 offered or sponsored by industrial concerns or accredited colleges or universities, or

18
19 14.10.1.2 To attend meetings, conventions or conferences of associations, or

20
21 14.10.1.3 To visit other school districts to observe work practices there and improve
22 job-related skills.

23
24 14.10.2 The District shall have discretion to determine the number of days and the
25 amount of compensation, if any, allowable for such request.

26
27 14.11 Military Leave

28
29 14.11.1 Upon request and with approval by the Human Resources Office, a bargaining
30 unit member may be granted a military leave with pay.

31
32 14.11.2 In order to qualify for any leave under this section, a bargaining unit member
33 must notify the Assistant Superintendent, Human Resources or designee of the need for
34 leave as soon as the bargaining unit member becomes aware of the need for such leave.

35
36 14.11.3 If the leave is for a period of six (6) months or less, the bargaining unit
37 member shall receive their regular pay, up to one month's pay, per fiscal year and shall
38 continue to accrue vacation, sick leave, and credit towards step increments.

39
40 14.11.4 If the requested military leave is to exceed six (6) months, the bargaining unit
41 member must have a minimum of one (1) year service with the District in order to qualify
42 for such leave. For leaves in excess of six (6) months, the bargaining unit member shall
43 receive one (1) month's salary, per fiscal year, but shall not receive any sick leave or
44 vacation for the period of the bargaining unit member's military service, but shall earn

1 credit toward salary increments and toward increased vacation accrual rates.

2
3 14.11.5 The bargaining unit member on military leave shall be required to report for
4 work in the District within six (6) months after such leave has expired in order to claim any
5 reemployment rights.

6
7 14.12 Personal Leave

8
9 14.12.1 Any permanent bargaining unit member may request in writing an unpaid
10 leave of absence for personal reasons for a period of no less than 4 months and up to
11 twelve (12) months. In order to be granted such leave, the request must be submitted by
12 the bargaining unit member to the member's immediate supervisor or department head at
13 least two (2) weeks in advance, except in cases of emergency. If the immediate
14 supervisor or department head approves the request, the Assistant Superintendent,
15 Human Resources or designee will review and submit the request to the Governing Board
16 for final decision.

17
18 14.12.2 Such leave will be without pay and without benefits. However, during such
19 leave, the bargaining unit member shall have the right to continue coverage for group
20 health insurance if the bargaining unit member pays in advance the full premiums due for
21 such insurance.

22
23 14.12.3 No time in service shall accrue during such leave.

24
25 14.13 Jury Duty Leave

26
27 14.13.1 A bargaining unit member who has been officially summoned to jury duty and
28 who is actually required to report to jury duty, shall be granted one day's paid leave for
29 each day of such duty upon receipt of valid verification from the court where service was
30 rendered.

31
32 14.13.2 During such service, the bargaining unit member must return to the District the
33 amount of jury fees, if any, paid to the bargaining unit member by the court. The
34 bargaining unit member need not return to the District any transportation or parking
35 expenses reimbursed by the court. Where the jury summons is for a court outside of the
36 Woodland City Limits and the bargaining unit member is required to remain on jury duty
37 past the lunch period, the bargaining unit member shall be allowed to deduct their
38 reasonable lunch expenses from the jury fees returned to the District upon presenting
39 valid meal receipt(s).

1 ARTICLE 15. ORGANIZATIONAL SECURITY

2
3 15.1 Membership

4
5 15.1.2 CSEA has the sole and exclusive right to have regular membership dues
6 deducted by the District for classified employees. CSEA certifies that it has and will
7 maintain individual employee authorizations regarding union membership. CSEA shall
8 provide written notification to the District within a reasonable time, normally within ten (10)
9 days, of any unit member who is a member of CSEA, or who has applied for
10 membership, and who has authorized deduction of CSEA membership dues.

11
12 15.1.3 In accordance with the CSEA Dues Schedule, the District shall deduct
13 membership dues from the wages of CSEA members, as voluntarily authorized in writing
14 by the employee on the CSEA form. Pursuant to written notification by CSEA, the District
15 shall deduct the membership dues from the regular salary warrant of the unit member.
16 Deductions for unit members who join CSEA after the commencement of the school year
17 shall be appropriately prorated to complete dues payments by the end of the school year.

18
19 15.1.4 The District shall refer all employee requests to revoke membership to the CSEA
20 Labor Relations Representative and shall obtain their approval on behalf of the the union
21 before processing any revocation request.

22
23 15.1.5 CSEA agrees to furnish any information needed by Business Services to fulfill the
24 provisions of this Article. The District shall not be obligated to implement any new,
25 revised, changed, or discontinued payroll deduction until the first of the month following
26 no less than thirty (30) calendar days after CSEA submits their form to the District payroll
27 office initiating such revised deduction.

28
29 15.1.6 No employee shall be obligated to pay membership dues to CSEA until the first of
30 the month following at least thirty (30) calendar days from the employee's hire date.

31
32 15.2 New Hire Notification

33
34 15.2.1 The District shall provide CSEA notice of any newly hired employee, within thirty
35 (30) days of date of hire via an electronic mail. Notification shall include the following
36 information: full legal name, date of hire, classification and site.

37
38 15.3 Employee Information

39
40 15.3.1 "Newly hired employee" or "new hire" means any employee, whether permanent,
41 full time, part-time, hired by the District, and who is still employed as of the date of the
42 new employee orientation. It also includes all employees who are or have been
43 previously employed by the District and whose current position has placed them in the
44 bargaining unit represented by CSEA. For those latter employees, for purposes of this

1 article only, the “date of hire” is the date upon which the employee’s status changed such
2 that the employee was placed in the CSEA unit.

3
4 15.3.2 The District shall provide CSEA with contact information on the new hires, unless
5 the unit member has requested this information be withheld to preserve personal privacy.
6 The information will be provided to CSEA electronically via a mutually agreeable secure
7 FTP site or service, on the last working day of the month in which they were hired. This
8 contact information shall include the following items, with each field in its own column:

9
10 15.3.2.1 First Name;

11
12 15.3.2.2 Middle initial;

13
14 15.3.2.3 Last name;

15
16 15.3.2.4 Suffix (e.g. Jr., III);

17
18 15.3.2.5 Job Title;

19
20 15.3.2.6 Department;

21
22 15.3.2.7 Primary worksite name;

23
24 15.3.2.8 Work telephone number;

25
26 15.3.2.9 Home Street address (incl. apartment #);

27
28 15.3.2.10 City;

29
30 15.3.2.11 State;

31
32 15.3.2.12 ZIP Code (5 or 9 digits);

33
34 15.3.2.13 Home telephone number (10 digits);

35
36 15.3.2.14 Personal cellular telephone number (10 digits);

37
38 15.3.2.15 Personal email address of the employee; and

39
40 15.3.2.16 Employee identification number.

41
42 This information shall be provided to CSEA regardless of whether the newly hired
43 employee was previously employed by the District.

1 In the event no one is hired on any particular month, the District shall send an email to
2 CSEA confirming they did not hire any new staff that month.

3
4 **15.4 Periodic Update of Contact Information**

5
6 The District shall provide CSEA with a list of all bargaining unit members names and
7 contact information on the last working day of September, January, and May, unless the
8 unit member has requested this information be withheld to preserve personal privacy.
9 The information will be provided to CSEA electronically via a mutually agreeable secure
10 FTP site or service. This contact information shall also include the following information,
11 with each field listed in its own column:

12
13 15.4.1 First Name;

14
15 15.4.2 Middle initial;

16
17 15.4.3 Last name;

18
19 15.4.4 Suffix (e.g. Jr., III);

20
21 15.4.5 Job Title;

22
23 15.4.6 Department;

24
25 15.4.7 Primary worksite name;

26
27 15.4.8 Work telephone number;

28
29 15.4.9 Home Street address (incl. apartment #);

30
31 15.4.10 City;

32
33 15.4.11 State;

34
35 15.4.12 ZIP Code (5 or 9 digits);

36
37 15.4.13 Home telephone number (10 digits);

38
39 15.4.14 Personal cellular telephone number (10 digits);

40
41 15.4.15 Personal email address of the employee; and

42
43 15.4.16 Employee identification number.
44

1 15.5 New Employee Orientation

2
3 15.5.1 “New employee orientation” means the onboarding process of a newly hired
4 public employee, whether in person, online, or through other means or mediums, in which
5 employees are advised of their employment status, rights, benefits, duties and
6 responsibilities, or any other employment-related matters.
7

8 15.5.2 The District shall provide CSEA mandatory access to its new employee
9 orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an
10 orientation, except that a shorter notice may be provided in a specific instance where
11 there is an urgent need critical to the District’s operations that was not reasonably
12 foreseeable.
13

14 15.5.3 In the event the District conducts a group orientation, CSEA shall have one (1)
15 hour of paid release time for one (1) CSEA representative, including the Chapter
16 President or designee, to conduct the orientation session. Said release time shall not be
17 counted against the total release time contained elsewhere in the collective bargaining
18 agreement. The CSEA Labor Relations Representative may also attend the orientation
19 session.
20

21 15.5.4 In the event the District conducts one-on-one orientations with new employees,
22 CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative
23 to conduct the orientation session. Said release time shall not be counted against the
24 total release time contained elsewhere in the collective bargaining agreement. The CSEA
25 Labor Relations Representative may also attend the orientation session.
26

27 15.5.5 The District shall include the CSEA membership application and a CSEA provided
28 link for an electronic application, in any employee orientation packet of District materials
29 provided to any newly hired employee. CSEA shall provide the copies of the CSEA
30 membership applications and the link for the electronic application to the District for
31 distribution.
32

33 15.5.6 The orientation session shall be held on District property during the workday of
34 the employee(s), who shall be on paid time.
35

36 15.5.7 During CSEA’s orientation session, no District manager or supervisor or non-unit
37 employee shall be present.
38

39 15.5.8 Employee(s) may elect not to attend the CSEA portion of the new employee
40 orientation. Employee(s) who choose not to attend the CSEA portion of the new
41 employee orientation shall not be subject to discipline by the District.
42
43
44

1 15.6 Indemnification and Hold Harmless

2
3 15.6.1 CSEA shall indemnify, defend, and hold harmless the District, its Superintendent,
4 Board of Trustees, and employees, agents, and representatives of the District, against
5 any and all claims, demands, suits or other forms of liability; including, but not limited to,
6 wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay,
7 penalties or awards resulting from any court, arbitrator or PERB orders, judgments or
8 settlement which may arise by reason of, or resulting from the operation of this article.
9 CSEA shall bear all costs of defending against any and all such claims, demands, suits or
10 other forms of liability; including, but not limited to, court costs, attorney fees and all other
11 costs of litigation. CSEA shall have the exclusive right to decide and determine whether
12 any such action or proceeding shall or shall not be compromised, resisted, defended,
13 tried or appealed. CSEA’s decision thereon shall be final and binding upon all parties
14 protected by this section. However, this section shall not be construed as a waiver on the
15 part of the District, its Superintendent, Board of Trustees, or any individual protected by
16 this section of any claim against CSEA for failing to act in good faith in settling a claim or
17 any failure to competently defend and hold them harmless. Within ten (10) days of
18 proper service of a claim, demand, suit, or other legal action against any protected party,
19 the District shall inform CSEA and provide CSEA with copies of any documents received
20 as a result of the legal action. Upon request, the District shall provide CSEA’s legal
21 counsel with documents and information reasonably related to providing a defense.
22

ARTICLE 16. HOLIDAYS

16.1 Authorized Holidays

16.1.1 Bargaining unit members are entitled to time off with pay for authorized holidays, provided they were in paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday. If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday shall be deemed to be the holiday. All holidays shall be observed on the dates designated on the Board adopted calendar. The authorized holidays shall include:

- | | |
|-------------------------------|--------------------------------------|
| New Year's Day | Admission Day (floating day) |
| Martin Luther King's Birthday | Veteran's Day |
| Lincoln's Birthday | Thanksgiving Day |
| Washington's Birthday | Friday following Thanksgiving Day |
| Memorial Day | Workday preceding Christmas Holiday |
| Juneteenth Holiday | Christmas Day |
| Independence Day | Workday preceding New Year's Holiday |
| Labor Day | |

16.2 When a bargaining unit member is required to work on any of said holidays, they shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for this holiday, at the rate of time and one-half (1/2), except for the following holidays which they shall be paid at two (2) times their regular rate of pay: Workday preceding New Year's Holiday, New Year's Day, Memorial Day, Thanksgiving Day, Workday preceding Christmas Holiday, and Christmas Day. Any bargaining unit member required to work a work week other than Monday through Friday, who as a result loses a holiday, shall receive a substitute holiday.

16.3 The Governor, in appointing any other day for a public fast, Thanksgiving, or holiday, may provide whether the public schools shall close on that day. If the Governor does not provide whether the public school shall close, they shall continue in session on all special or limited holidays appointed by the Governor for a public fast, Thanksgiving, or holiday.

16.4 The public schools shall close on every day appointed by the President as a public fast, Thanksgiving, or holiday, unless it is a special or limited holiday.

16.5 The Association Chapter president or designee shall be included in all steps of the calendar development process leading to recommendation for Board adoption.

1 ARTICLE 17. WORK WEEK AND WORK HOURS
2

3 17.1 The standard work week is forty hours. Normally, the established work week
4 assignment will be Monday through Friday; however, specific departments or schools
5 may establish a consecutive five day work week other than Monday through Friday.
6

7 17.2 The work week shall consist of not more than five consecutive working days for
8 any bargaining unit member having an average work day of four hours or more during the
9 work week. Such a bargaining unit member shall be compensated for any work required
10 to be performed on the sixth or seventh day following the commencement of the work
11 week at a rate equal to time and one-half. For payroll purposes, the standard work week
12 shall be from 12:01 a.m. Monday to 12:00 midnight Sunday.
13

14 17.2.1 Overtime hours will be distributed on an annual basis as equally as is practical
15 among District unit members within their job classification within each site or appropriate
16 department (initial offers of overtime at the beginning of each school year will be based
17 upon seniority and thereafter distributed as needed to implement this section). [Goes into
18 effect July 1, 2014]
19

20 17.3 The number of paid days for twelve-month bargaining unit members will be 260
21 days, including paid holidays. Non-work days will be scheduled in the work calendar each
22 year, if necessary. The District and the Association will mutually determine these non-
23 work, non-paid days so as to maintain services to students on instructional days.
24

25 17.4 Bargaining unit members may work either full-time [eight (8) hours a day, five (5)
26 days a week] or part-time [less than eight (8) hours a day and/or fewer than five (5) days
27 a week]. Where a regular assignment is established for less than a twelve (12) month
28 period (the assignment at different work sites may vary), a definite number of working
29 days shall be established for each position.
30

31 17.5 Bargaining unit members assigned an eight (8) hour shift with the majority of the
32 hours after 5:00 p.m. shall receive two and one-half percent (2.5%) differential pay
33 stipend for their eight (8) hour shift. The differential pay stipend will not be affected by
34 temporary, negotiated, changes in the daily work schedule.
35

36 17.6 Bargaining unit members shall be entitled to take rest periods which shall be
37 counted as hours worked for which there shall be no reduction from wages. Bargaining
38 unit members are entitled to one (1) rest period of fifteen (15) minutes approximately in
39 the middle of each four (4) consecutive hours worked. Rest periods are not authorized
40 for less than four (4) consecutive hours of work. Each bargaining unit member working
41 five (5) or more consecutive hours is entitled to a duty free meal break approximately at
42 the midpoint of the work day of not less than 30 minutes.
43

44 17.7 Should the District decide to hold a class or provide service(s) on a Saturday or

1 Sunday or both, a bargaining unit member shall not, without the unit member's consent,
2 be required to change their work week to include Saturday or Sunday or both. When it is
3 determined that these services will be on-going and classified bargaining unit members
4 are affected, the District will notify the CSEA president in writing.

5
6 17.8 A bargaining unit member who works a minimum of fifteen (15) minutes per day in
7 excess of their part-time assignment for a period of twenty (20) consecutive working days
8 or more, shall have their basic assignment changed to reflect the longer hours in order to
9 acquire fringe benefits on a properly prorated basis.

10
11 17.9 The District may establish a ten (10) hour per day, forty (40) hours, four (4)
12 consecutive day work week for all, or certain classes of its bargaining unit members or for
13 bargaining unit members within a class when, by reason of the work locations and duties
14 actually performed by such bargaining unit members their services are not required for a
15 work week of five (5) consecutive days, provided the establishment of such a work week
16 has the concurrence of the Association.

17
18 17.10 All bargaining unit members shall work and be paid for all hours of their normal
19 work day including minimum days, inservice days for certificated employees, or shortened
20 days for students.

21
22 17.11 Bargaining unit members shall be required to report for work assignments on days
23 when certificated employees are required to work during the students' academic year,
24 unless excused from work by their supervisor.

25
26 17.12 The District will provide an annual training at the beginning of each school year to
27 address issues, such as: dealing with compliance, IEP's, legal updates, confidentiality,
28 job-related computer skills, future trainings needed/required and other topics as needed.
29 This training will be provided in lieu of working on a grading day for teachers during the
30 academic year.

31
32 17.13 Desk Audit

33
34 17.13.1 In the event a unit member is concerned with the amount of work required, the
35 unit member shall first review a written daily and weekly work schedule with their
36 immediate supervisor and shall work with the supervisor to resolve any issues.

37
38 17.13.2 If the amount of work remains a concern, the unit member shall complete a
39 digital survey/questionnaire provided by Human Resource Services for this purpose and
40 submit the completed survey/questionnaire to their supervisor and Human Resource
41 Services.

42
43 17.13.3 The Human Resource Services Director and the CSEA President shall review
44 the unit member's survey/questionnaire and shall mutually determine if a desk audit is

1 warranted. If a desk audit is conducted the District shall make any necessary adjustments
2 to address the work load issues, based on the findings.
3

1 ARTICLE 18. TRAVEL REIMBURSEMENT

2
3 18.1 Bargaining Unit Members shall be reimbursed for each mile traveled, at the rate
4 established by the Governing Board, for costs involved in the use of private automobiles,
5 provided such use is required in the performance of regularly assigned job duties.

6
7 18.1.1 The District includes a statement authorizing mileage reimbursement on the job
8 vacancy announcement, or

9
10 18.1.2 The District specifically authorizes reimbursement for a bargaining unit member
11 whose assignment requires travel from one District job site to another at the time of the
12 adoption of the Agreement, or

13
14 18.1.3 The bargaining unit member is involuntarily transferred to a position that requires
15 travel from one District job site to another.

16
17 18.2 Out of District Travel

18
19 18.2.1 Bargaining unit members on authorized District business shall be reimbursed for
20 actual and necessary expenses for meals, lodging and travel while outside the District.
21

1 ARTICLE 19. SALARY PROVISIONS

2
3 19.1 Salary Schedule

4
5 19.1.1 Bargaining unit members shall be compensated in accordance with the Classified
6 Salary Schedule included in Appendix A of this Agreement. Bargaining unit members
7 working less than full-time shall receive a prorated amount of the monthly salary of a full-
8 time position.

9
10 19.1.2 The Compensation Committee will meet in accordance with Appendix C.

11
12 19.2 Substitute Assignments

13
14 19.2.1 Bargaining unit members choosing to substitute outside their classification, on a
15 day-to-day basis, will be placed on the first step of the salary range for the class to which
16 they are assigned.

17
18 19.3 Annual Step Advancements

19
20 19.3.1 Permanent Bargaining Unit Members shall receive an annual step increment on
21 July 1st of each year. Probationary employees hired on or before March 14th of each year
22 shall receive an annual step increment in July.

23
24 19.3.2 If a bargaining unit member is assigned additional scheduled work hours in any
25 classification in which the bargaining unit member is already working, such an assignment
26 shall not alter the bargaining unit member's step placement for that classification.

27
28 19.4 Overtime

29
30 19.4.1 Overtime is defined to include any authorized time worked in excess of eight (8)
31 hours in any one day or in excess of forty (40) hours in any calendar week; however,
32 where a ten (10) hour day, four (4) day work week is established with appropriate
33 approval of the District and a majority of the regular bargaining unit members in the
34 affected area and classification, such overtime provisions apply only for time worked in
35 excess of the established work day and forty (40) hours per work week.

36
37 19.5 Premium Time

38
39 19.5.1 Any employee having an average work day of four (4) hours or more during the
40 work week shall be compensated for any work required to be performed on the sixth or
41 seventh day in accordance with Education Code 45131.

42
43 19.5.2 Any employee having an average work day of less than four (4) hours during the
44 work week shall be compensated for any work required to be performed on the seventh

1 day in accordance with Education Code 45131.

2
3 **19.6 Compensatory Time**

4
5 19.6.1 When a bargaining unit member is authorized in advance by the bargaining unit
6 member's supervisor to work beyond their duty day, compensation will be at the rate of
7 time and one-half for overtime. Any employee working less than an eight (8) hour day or
8 40-hour work week, receives compensation at their regular hourly rate.

9
10 19.6.2 When compensatory time off is authorized in lieu of cash compensation, such
11 compensatory time off shall be granted within the fiscal year earned and without impairing
12 the services rendered by the District. Request to use compensatory time must be by
13 mutual agreement between the supervisor and employee. Compensatory time that is not
14 used by the end of the fiscal year will be paid. Extension of this deadline must be
15 approved by the Assistant Superintendent, Human Resources or designee.

16
17 **19.7 Minimum Call In Time**

18
19 19.7.1 Unit members called in to work on a day when the bargaining unit member is not
20 scheduled to work shall be paid for a minimum of two (2) hours at the appropriate rate.

21
22 **19.8 Minimum Call Back Time**

23
24 19.8.1 Unit members called back after the completion of their regular assignment shall
25 receive a minimum of two (2) hours work or pay at the appropriate rate.

26
27 **19.9 Longevity Pay**

28
29 19.9.1 Effective July 1, 2022, employees will be paid a longevity percentage applied to
30 their base pay at the time of their annual step advancement in accordance with Article
31 19.3, at the completion of the following years of service. Longevity increases will be
32 added and calculated in accordance with 19.9.2 below.

33
34 19.9.1.1 After completion of ten (10) years of continuous service, bargaining unit
35 members will have two percent (2%) longevity applied to their base pay.

36
37 19.9.1.2 After completion of fifteen (15) years of continuous service, bargaining unit
38 members will have two percent (2%) longevity applied to their base pay plus the prior
39 longevity increase.

40
41 19.9.1.3 After completion of twenty (20) years of continuous service, bargaining unit
42 members will have three percent (3%) longevity applied to their base pay plus the prior
43 longevity increase.

1 19.9.1.4 After completion of twenty-five (25) years of continuous service, bargaining unit
2 members will have four percent (4%) longevity applied to their base pay plus the prior
3 longevity increase.
4

5 19.9.2 Calculations for longevity increases will be as described in the following example.
6

7 Example: Unit member's base pay on July 1 is Range 15, Step 5 (\$20 per hour) and unit
8 member has completed 15 years of service. Longevity will be calculated as follows:
9

10 **Calculation for unit member's pay after completion of 10 years of continuous**
11 **service:**

Unit Member Base Pay (Range 15, step 5)	\$20 per hour
PLUS – 2% for completion of 10 years	.40
New Unit Member Base Pay PLUS 10 years longevity pay	\$20.40 per hour

12
13 **Calculation for unit member's pay after completion of 15 years of continuous**
14 **service:**

Unit Member Base Pay (Range 15, step 5)	\$20 per hour
PLUS – 2% for completion of 10 years	.40
New Unit Member Base Pay PLUS 10 years longevity pay	\$20.40 per hour
PLUS – 2% for completion of 15 years	.41
New Unit Member Base Pay PLUS 15 years longevity pay	\$20.81 per hour

15
16 19.10 Pay Rate For New Classification
17

18 19.10.1 Upon being selected for a lower classification, a bargaining unit member shall
19 receive the pay which is within the new and lower range and is closest to but lower than
20 the bargaining unit member's former rate of pay.
21

22 19.10.2 Upon being selected for promotion to a higher class, the bargaining unit
23 member shall receive the pay which is within the new and higher range and is closest to a
24 5% increase over the bargaining unit member's previous salary.
25

26 19.11 Bilingual/Biliterate Stipends
27

28 19.11.1 For positions requiring bilingual skills eligible employees shall receive a
29 bilingual stipend which shall be 2.5% of the employee's base pay for employees.
30 Employees must pass a District examination in order to be eligible to receive the bilingual
31 stipend.
32

33 19.11.2 For positions requiring bilingual/biliterate skills eligible employees shall receive
34 a bilingual/biliterate stipend which shall be 5% of the employee's base pay. All
35 employees must pass a District examination in order to be eligible to receive the

1 bilingual/biliterate stipend.
2

3 19.11.3 Employees who have been certified as eligible for the bilingual or
4 bilingual/biliterate stipend not serving in a position designated by the District as bilingual
5 or bilingual/biliterate, shall receive the bilingual or bilingual/biliterate stipend on an hourly
6 basis when directed by an administrator to perform specific tasks.
7

8 19.11.4 There shall be no compensation for occasional use of bilingual/biliterate skills.
9

10 19.12 Underpayment

11
12 19.12.1 When a bargaining unit member brings to the attention of the District that an
13 error has been made in the calculation or reporting of that member's payroll or in the
14 payment of that member's salary, the District shall, upon confirmation of the error or
15 miscalculation, within five (5) working days following such determination, provide the
16 member with a statement of the correction and a supplemental payment.
17

18 19.13 Overpayment

19
20 19.13.1 If it is alleged by the District that a bargaining unit member has been overpaid,
21 the District shall notify the bargaining unit member in writing indicating the amount due,
22 the reasons for the request for reimbursement, and a suggested method of repayment in
23 accordance with wage garnishment laws. A copy of such notification shall be concurrently
24 sent to the Association and Human Resources. If the member agrees that they owe such
25 money to the District, the member shall sign the repayment agreement and forward it to
26 the Director, Fiscal Services.
27

28 19.14 Hourly Pay

29
30 19.14.1 The current monthly pay system for 12 month bargaining unit members is as
31 follows: Hourly rate of pay x hours per day x number of days per year not to exceed 260
32 days divided by 12 months.
33

34 19.15 First Aid/CPR

35
36 19.15.1 The District shall provide the necessary training to bargaining unit members
37 required to maintain this certification as a condition of continued employment. Bargaining
38 unit members who attend trainings not provided by the District may do so at their own
39 expense. The District will reimburse bargaining unit members for the actual cost of the
40 American Red Cross First Aid Certificate and/or Cardiopulmonary Resuscitation
41 Certificate, as required by their job description.
42
43
44

1 19.16 Standby Provisions

2
3 19.16.1 The District may offer standby time and determine the duration of standby
4 time to meet the operational and emergency needs of the District. Standby time will be
5 compensated at \$250 per week or \$35.71 per day.
6

1 ARTICLE 20. HEALTH AND WELFARE BENEFITS

2
3 20.1 Group health, dental, vision, disability (income protection) and life insurance will
4 be provided for bargaining unit members as set forth in this Article. These plans shall be
5 selected jointly by the Association and the District. The parties recognize that all
6 employee groups and the District benefit by having cost effective fringe benefit programs.
7 The Association shall be represented in an on-going program to contain the cost of
8 employee benefits.

9
10 20.2 District Contribution

11
12 20.2.1 Effective July 1, 2022, the District will contribute up to \$9,360 annually each
13 school year, for full time unit members, prorated appropriately by 12-months or 11-
14 months (based on employee’s work year) and hours assigned, to be used towards
15 Employee-only medical benefit selection. Amounts of the District’s contribution that may
16 remain after medical benefit selection shall be used towards, dental, vision, and life
17 insurance premiums.

18
19 20.2.2 Effective July 1, 2022, the District will contribute up to \$11,400 annually each
20 school year, for full time unit members, prorated appropriately by 12-months or 11-
21 months (based on employee’s work year) and hours assigned, to be used towards
22 Employee+1 or Family medical benefit selection. Remaining amounts of contribution
23 after medical benefit selection shall be used towards, dental, vision and life insurance
24 premiums.

25
26 20.2.3 Unit members assigned less than seven (7) hours shall be prorated on the
27 following basis:

28
29 Hours Assigned District Contribution

30
31 5-6.99 90%
32
33 0-4.99 0

34
35 Unit members currently working less than 5 hours as of October 15, 2005, will continue
36 benefits at their current level. Opportunities will be available for unit members to increase
37 work hours in their schedule to reach a minimum of 5 hours. No increase in benefits will
38 occur until unit members reach the 5 hour minimum.

39
40 New unit members will be hired into combination positions for a minimum of 5 hours,
41 whenever possible.
42
43
44

1 20.3 Duplicate Coverage

2
3 20.3.1 All eligible bargaining unit members and their eligible family members shall be
4 covered by no more than one District provided group health insurance plan. In those
5 cases where a bargaining unit member can be claimed as a dependent by another
6 bargaining unit member, this shall be done to prevent double coverage, provided that
7 equal coverage is given both bargaining unit members. New bargaining unit members
8 shall be entitled to enroll in disability, life, health, dental and vision plans.

9
10 20.4 Severance of Employment

11
12 20.4.1 Upon severance of employment, bargaining unit members may be entitled to
13 continue to participate in the group health, dental or vision plans offered by the District as
14 allowed by the provisions of COBRA.

15
16 20.5 Health Insurance

17
18 20.5.1 The District agrees to offer group health coverage for eligible bargaining unit
19 members. The unit member shall have their choice of one group health plan that may
20 include family, to be chosen from those offered by the District. The District shall offer at
21 least two options agreed upon by the Association.

22
23 20.5.2 The Health Benefits Committee shall make recommendations to the respective
24 negotiating teams. All changes in health benefits shall be made through the negotiations
25 process.

26
27 20.6 Dental Services

28
29 20.6.1 The District agrees to offer group dental insurance to eligible bargaining unit
30 members and their dependents.

31
32 20.7 Life Insurance

33
34 20.7.1 The District agrees to offer group life insurance to each eligible bargaining unit
35 member and their dependents. The District contribution for health and welfare benefits
36 may be used for life insurance premiums for the bargaining unit member only.

37
38 20.8 Vision Services

39
40 20.8.1 The District agrees to offer group vision care for eligible bargaining unit members
41 and their dependents.

1 20.9 Disability (Income Protection)
2

3 20.9.1 The District agrees to offer a disability (Income Protection) plan to all eligible
4 bargaining unit members. The District will provide automatic payroll deduction for unit
5 members who elect to participate in a District approved disability (Income Protection)
6 plan.
7

8 20.10 Tax-Sheltered Annuities
9

10 20.10.1 The District shall provide automatic payroll deduction to bargaining unit
11 members who elect to participate in a tax sheltered annuity plan through an approved
12 provider.
13

14 20.11 Retirement Benefits
15

16 20.11.1 Upon retirement from the District, the retiree shall be entitled to continue
17 coverage under health, dental and vision care at their own cost, at group rates, provided
18 the monthly premium is paid in advance to the District, and included in the contract with
19 the carrier.
20

21 20.11.2 A unit member between the ages of fifty-five (55) and up to but not including
22 sixty-five (65) years, who has served as a District employee for at least fifteen (15) years
23 and who retires prior to age sixty-five (65) qualifies for Early Retirement Benefits. Early
24 Retirees shall continue to receive District contributions toward the purchase of District
25 health, dental and/or vision insurance at the same dollar value as was in place on their
26 last day of service. Such contributions will continue up to the end of the month in which
27 the bargaining unit member reaches age sixty-five (65).
28

29 20.12 Change of Insurance Carriers
30

31 20.12.1 The District may change insurance carriers provided that the present level of
32 benefits available to classified bargaining unit members in the areas of Group Health,
33 Dental, Vision and Life Insurance continue to be provided and provided that such change
34 is accomplished in order to provide potential for reducing costs of financing these
35 benefits.
36

37 20.13 Section 125 Plan Participation
38

39 20.13.1 The District shall provide automatic payroll deduction to bargaining unit
40 members who elect to participate in the District's Section 125 benefit plan on a pre-tax
41 basis.
42

ARTICLE 21. HEALTH EXAMINATION

1
2
3 21.1 The District may require a bargaining unit member to submit to a physical
4 examination subsequent to the initial examination for continuance of employment. Such
5 examination will be administered by a qualified physician who may be designated by the
6 District. The District will provide the bargaining unit member with reasonable
7 reimbursement for the required examination.
8

9 21.2 All bargaining unit members, upon initial employment, are required to present
10 evidence of freedom from active pulmonary tuberculosis. This is to be shown by chest
11 x-ray or approved intradermal tuberculin test within sixty (60) days of date of employment.
12 All bargaining unit members are required to submit similar evidence every four (4) years
13 thereafter.
14

ARTICLE 22. VACATIONS

22.1 Entitlement to Vacation Leave

22.1.1 Bargaining unit members assigned to full-time positions earn vacation at the rate of one working day for each month of paid service. Bargaining unit members assigned to regular part-time positions earn vacation leave at the same rate as bargaining unit member's work assignment. A bargaining unit member in a paid status for more than one half (1/2) the days in a month shall receive a full day's vacation leave credit. Ordinarily vacation leave will not be granted during the probationary period; however, a probationary unit member may use vacation in the event the District elects to temporarily close a work site. Use of vacation leave is not required for work site closure due to an emergency.

22.2 Increased Vacation Leave for Fifth, Tenth and Fifteenth Year of Service

22.2.1 Beginning with the fifth year of service, vacation is earned at the rate of one and one-fourth (1-1/4) days for each month of service.

22.2.2 Beginning with the tenth year of continuous service each bargaining unit member shall earn one and a half (1.5) days of vacation per month.

22.2.3 Beginning with the fifteenth year of continuous service each bargaining unit member shall earn two (2) days of vacation per month.

22.2.4 For purposes of computing vacation accrual, a year is defined as nine (9) or more months worked in any fiscal year provided the bargaining unit member has been in paid status a minimum of 75% of the assigned work year. An employee may not earn more than twenty four (24) days of vacation leave annually. Vacation shall be accrued in accordance with the work calendar.

Years of Completed Service	Days Accrued/Month
1 – 4 Years	1
5 – 9 years	1.25
10 – 14 Years	1.5
15 years and Thereafter	2

22.3 Payment Upon Termination

22.3.1 A terminating bargaining unit member will not be paid for any earned vacation until such bargaining unit member has completed six (6) months as part of the Classified Service.

1 22.4 Vacation Schedule

2
3 22.4.1 A vacation period may be taken only with the approval of the bargaining unit
4 member's immediate supervisor. Bargaining unit members are expected to take accrued
5 vacation leave during the fiscal year in which the vacation has been earned. A maximum
6 of twenty-four (24) earned vacation days may be carried over into the following fiscal year.
7 Bargaining unit members projected to have more than twenty-four (24) days accumulated
8 vacation as of June 30th of any year shall meet with their supervisor by January 30 to
9 schedule the excess vacation time to be used prior to the end of the fiscal year.

10
11 22.4.1.1 Balances in excess of the twenty-four (24) days, as of June 30, will be paid the
12 excess days, at the bargaining unit member's hourly pay rate as of June 30. Payments
13 will be processed on or before August 31.

14
15 22.4.2 Unearned vacation time may be granted in advance under unusual
16 circumstances with prior approval of the bargaining unit member's supervisor and the
17 Assistant Superintendent, Human Resources or designee.

18
19 22.4.3 When an advanced request for vacation is given prior to ten (10) days before
20 the requested vacation, the District shall provide an approval/denial response within five
21 (5) working days of the request. In cases where more than one (1) request is received for
22 the same period of time, priority will be given to the first request received.
23

ARTICLE 23. LAYOFF

23.1 General

23.1.1 A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent classified bargaining unit member from active service due to a lack of funds and/or lack of work. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article. The decision to reduce hours must be negotiated with the Association.

23.2 Procedures for Layoff

23.2.1 Layoff shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs.

23.2.2 The bargaining unit member who has been employed the shortest time in the class, plus higher classes shall be laid off first.

23.2.3 Seniority will be determined by date of hire for permanent positions.

23.2.4 If two (2) or more bargaining unit members subject to layoff have equal seniority, the determination as to who shall be retained shall be made on the basis of job qualifications and skill level of the bargaining unit member, based on the last two (2) written evaluations on file. If all of these factors are equal, then the determination shall be made by lot, performed by the District and witnessed by the CSEA President or designee.

23.2.5 When a layoff of classified bargaining unit members is anticipated by the Administration, the Association will be notified, in writing, by the Superintendent at the same time that the Board is so notified. Documents provided to the Board at that time will be provided to the Association, in addition to an updated classified bargaining unit seniority list for all positions, an updated seniority roster for the classification in which the layoff is anticipated and a list of positions and/or hours to be reduced or eliminated.

23.2.6 Bargaining unit members may challenge their place on the seniority roster by making objections to the Assistant Superintendent, Human Resources or designee, who shall carefully review the matter and make the results of such review known to the Association and the bargaining unit member(s) prior to the effective date of any layoff(s) involving such bargaining unit member(s).

23.2.7 After a Board action has been taken on a layoff, a written notice of layoff shall be hand delivered or sent by certified mail to each affected unit member, to the last address given to the District, no later than March 15. Such notice and the subsequent processes shall comply with Education Code 45117 and inform the unit member(s) of their displacement rights, if any, and reemployment rights.

1 23.2.7.1 However, if the position is a specially funded program that is expiring, then
2 written notice of layoff shall be provided sixty (60) days prior to the effective date of layoff
3 and inform the unit member(s) of their displacement rights, if any, and reemployment
4 rights. (Ed. Code 45117(g).)
5

6 23.3 Bumping Rights 7

8 23.3.1 A permanent classified bargaining unit member who is laid off from a job
9 classification and who has previous service in an equivalent or lower job class shall have
10 the right to bump a bargaining unit member with less seniority in the equivalent or next
11 lower class of previous service. For the purpose of establishing seniority for bumping
12 rights, seniority shall consist of previous service in the class being bumped into, plus
13 service in the class in which the layoff occurs, plus service in higher or equivalent classes,
14 provided the bargaining unit member is qualified to perform the duties as specified in the
15 appropriate job description.
16

17 23.4 Displacement Rights 18

19 23.4.1 A permanent classified bargaining unit member who is in a position that is being
20 reduced or eliminated due to lack of funds/lack of work, and will not be laid off as a result
21 of their seniority, will be transferred to a comparable (same number of hours/days)
22 vacant position in order of seniority.
23

24 23.5 Voluntary Demotion or Transfer 25

26 23.6.1 A permanent bargaining unit member who has been laid off for lack of work or
27 lack of funds and after exercising their bumping rights may accept voluntary demotion to a
28 vacant position in a lower class or transfer to an equal class with the same or fewer hours
29 provided that the bargaining unit member is qualified to perform the duties thereof and
30 provided further that the Governing Board approve such reassignment. Such bargaining
31 unit member shall maintain their reemployment rights as defined in this Article.
32

33 23.6 Effect of Layoff Upon Substitutes 34

35 23.6.1 No regular bargaining unit member shall be laid off from any position while
36 bargaining unit members serving in a substitute capacity are retained.
37

38 23.7 Reemployment Rights 39

40 23.7.1 Laid off bargaining unit members are eligible for reemployment in the
41 classification from which laid off for a thirty-nine (39) month period from the effective date
42 of layoff and shall be reemployed in the reverse order of layoff. Laid off bargaining unit
43 members shall be reemployed in preference to new applicants provided they meet the
44 qualifications of the job description.

1 23.7.2 Laid off bargaining unit members who, at the time of layoff, took voluntary
2 demotions or voluntary reductions in assigned time in lieu of layoff shall be, granted the
3 same rights as persons laid off and shall retain eligibility to be considered for
4 reemployment into a comparable (same number of hours/days) position from which they
5 were laid off for an additional period of up to 24 months. Such bargaining unit members
6 shall be ranked in accordance with their seniority on the reemployment list(s).

7
8 23.7.3 A bargaining unit member who is laid off and is subsequently eligible for
9 reemployment shall be notified of the District's opening(s). Such notice shall be posted
10 on the District's website and sent to the bargaining unit member by mail or email. At the
11 time of layoff, the affected unit member will select their notification preference (mail or
12 email). Unit members shall notify the District of their notification preference annually by
13 July 1 of each year.

14
15 23.7.4 Bargaining unit members on a reemployment list who have an interest in the
16 District opening(s) shall respond by the final filing date and will be considered in seniority
17 order. Any acceptance by such bargaining unit member of an assignment to a
18 classification lower than the classification from which the unit member was laid off or to
19 the same classification, but with fewer hours, shall not affect the unit member's original
20 thirty-nine (39) months right to reemployment in their former classification and with the
21 same number of hours.

22
23 **23.8 Miscellaneous Provisions**

24
25 23.8.1 Seniority earned to and including the effective date of layoff shall be reinstated to
26 the bargaining unit member who is subsequently reemployed by the District. Step
27 placement on the salary schedule shall be the same as the effective date of layoff.

28
29 23.8.2 Sick Leave Hours earned and unused at time of layoff shall be restored upon
30 reemployment.

31
32 23.8.3 Vacation and Compensatory Time earned and unused at the time of layoff shall
33 be computed and paid off with the final warrant due the bargaining unit member.
34

1 ARTICLE 24. TRANSPORTATION DEPARTMENT PROCEDURES
2

3 24.1 General Provisions
4

5 24.1.1 The District is committed to providing transportation services to students meeting
6 all regulatory and contractual obligations in the most cost efficient manner. To deliver
7 school transportation services, the following can be utilized: a driver contracted to a daily
8 bus route, and/or who may provide training for other drivers, and/or who may contractually
9 perform relief bus driver duties with no set hours and no regularly assigned bus route on a
10 daily basis.

11
12 24.1.2 A relief bus driver shall report to work based upon the needs of the Transportation
13 Department. A relief bus driver shall receive health and welfare benefits commensurate
14 with the driver's contracted hours. Relief bus drivers shall not be contracted for less than
15 eight hours.

16
17 24.1.3 There may be no less than one (1) Delegated Behind The Wheel Trainer.
18

19 24.2 Bus Route Bidding Procedures
20

21 24.2.1 Bus Route Package. A combination of home-to-school, school-to-home, and/or
22 regularly scheduled mid-day runs. Such packages shall include appropriate amounts of
23 time for bus checkout, breaks, layover time, fueling, documentation and bus clean-up.
24

25 24.2.2 Bidding. Prior to the ending of the school year, the District shall establish bus
26 route packages in such a manner so as to maximize the hours available for bidding while
27 still providing for efficient operations of the Department. The Director of Transportation
28 may modify the actual routes driven at any time during the school year. Such a
29 modification shall not result in a decrease in the number of hours of any regularly
30 scheduled driver, unless the layoff procedures of this collective bargaining agreement are
31 followed. All Special Education Routes and Contract Relief Positions follow a 211 work
32 day calendar. All Regular Education Routes follow a 185 work day calendar. By the
33 ending of the school year, of each school year, the bus routes shall be bid as follows:
34

35 24.2.3 Drivers shall bid for bus routes by seniority. Route bids shall normally remain in
36 effect until the next annual bid meeting or until the end of the summer programs (for the
37 211 work day calendar). Both parties agree that it may be necessary for the district to
38 extend summer programs, and employees supporting a 211 work day calendar may be
39 required to support more than 211 days. A Special Education route package, including
40 "extended school year", shall include the beginning and anticipated ending date
41 whenever possible. Drivers may "opt out" from working a 211 calendar work day and "opt
42 in" to a 185 work day calendar by seniority order during the yearly bidding process. The
43 district shall make available five driver positions with the "opt out" option awarded by
44 seniority order.

1 24.2.3.1 Open routes remaining for the summer school programs shall be made available
2 through the bidding process outlines in 24.2.2
3

4 24.2.4 If as a result of the bidding procedures, a bus driver/contract relief driver elects a
5 route with fewer hours than the previous year, such reduction shall not be treated as a
6 layoff.
7

8 24.2.5 In the event a bus route is increased during the school year by two (2) hours or
9 such lesser amount of time to affect employee benefit entitlement that route shall be
10 declared vacant and be posted for bidding. The route shall be posted within ten (10) days
11 after the increase in assigned time. The bidding process shall be completed within five
12 (5) days after posting. If a vacancy occurs during the school year due to a resignation or
13 other reason, the bidding process described above shall be implemented. Vacancies
14 pending the bidding process shall be first covered by the Contract Relief Bus Driver.
15

16 This provision applies as long as 50 percent or more of the bus drivers are working 8.0
17 hours per day. Should the number of bus drivers, including contract relief positions,
18 working 8.0 hours per day fall below 50 percent; the bidding process shall initiate when
19 there is a 45 minute increase in a bus route.
20

21 24.3 Extra Work Assignments 22

23 24.3.1 Extra work is defined as any work assigned over the contracted number of hours,
24 which may include, activity and field trips, therapy and kindergarten runs and other related
25 duties. All extra work hours shall be added to the log of hours. Employees who have
26 received a written warning or are in another stage of discipline related to attendance or
27 performance, shall not qualify for Extra Work Assignments. This employee would be
28 eligible to sign up for extra work at the beginning of the following semester provided the
29 employee is not in a progressive step of discipline at the next sign up period.
30

31 24.3.2 Extra work shall be rotated on the list of bus drivers, including contract relief
32 positions who have signed up for extra work. Regular bus drivers/contract relief drivers
33 may sign up for field and/or activity trips prior to the beginning of school and/or prior to the
34 beginning of the second semester. Extra work and field trips and/or activity trip boards will
35 be posted on a weekly basis.
36

37 24.3.2.1 Bus drivers and contract relief drivers declining seven (7) activities or trips shall
38 be removed from the list. Bus drivers/contract relief drivers who have been removed from
39 the roster may sign-up again either prior to the beginning of the next semester or at the
40 beginning of school.
41

42 24.3.2.2 The first rotation through the list, of the current school year, shall be based
43 strictly on seniority.
44

1 24.3.2.3 Upon completion of the first full rotation, the list shall be reordered with the bus
2 driver(s)/contract relief driver(s) who received the lowest number of overtime hours being
3 placed at the top of the second rotation list in descending order.
4

5 24.3.2.4 After each full rotation, the list shall be reordered and the bus driver/contract
6 relief driver having the lowest cumulative overtime hours shall be placed at the top of the
7 list.
8

9 24.3.2.5 On the second and subsequent rotation(s), if two or more bus drivers/contract
10 relief drivers have the same number of overtime hours from the previous rotation(s), the
11 bus driver/contract relief driver with the greatest seniority shall be ranked higher on the list
12 for that rotation.
13

14 24.3.2.6 If a bus driver/contract relief driver refuses a field or activity trip, or an extra work
15 assignment, the number of hours will be added to their log of hours. However, if the bus
16 driver/contract relief driver declines an assignment after receiving less than 24 hours
17 notice, the assignment hours shall not count as a refusal and shall not be added to their
18 log of hours. Canceled trips shall also not be counted.
19

20 24.3.2.7 No stand by pay or meal pay shall be provided for extra trips within the District
21 boundaries (weekday and weekend trips included) unless authorized in advance by the
22 Director of Transportation.
23

24 24.3.2.8 Extra work—assignment and field trip records shall be available for driver
25 inspection.
26

27 24.3.2.9 Certain extra work assignments may require hazardous and/or long distance
28 driving. These trips may only be assigned to bus drivers/contract relief drivers who have
29 completed annual field trip training and demonstrated proficiency in the geographic areas
30 (mountain terrain, high population density, etc.) and/or the equipment (type of bus, type of
31 transmission, etc.). Such assignments shall be determined by the Director of
32 Transportation and/or the Driver Instructor/Trainer and/or Dispatcher/Route Analyst.
33

34 24.3.2.10 If a bus driver/contract relief driver is prevented by law from reporting at their
35 regularly assigned time, the bus driver/contract relief driver will be paid straight time for
36 the time as if worked.
37

38 24.3.2.11 When no bus driver/contract relief driver accepts an offered extra work
39 assignment, the Director of Transportation shall utilize the Dispatcher/Route Analyst or
40 Driver Instructor and if unavailable, shall utilize a day-to-day substitute employee to
41 complete the assignment, then may contract with an outside transportation service to
42 complete the assignment. The decision to contract out shall be made by the Director of
43 Transportation or in their absence the Dispatcher/Route Analyst or the Driver Instructor.
44

1 24.3.2.12 Every qualified bus driver including contract relief positions, dispatchers and
2 trainers may receive two (2) requests from a site administrator to drive on a field and/or
3 activity trip per school year. A refusal of a requested trip shall not be added to the driver's
4 log.

5
6 24.3.2.13 All field and/or activity trip drivers must be able to accommodate the
7 department by driving other routes.
8

9 24.3.2.14 If a driver is unable to work their contracted hours on the Friday before their
10 assigned weekend trip (except for jury duty), that driver is not eligible to take the weekend
11 assignment and it shall go to the next available driver on the field trip rotation list.
12

13 24.3.2.15 If a driver is unable to work their contracted hours on the Monday before their
14 assigned trip during that work week (Tuesday through Friday) (except for jury duty), that
15 driver is not eligible to take the overtime or extra hours assignment and it shall go to the
16 next available driver on the field trip rotation list.
17

18 24.4 Transportation Working Conditions

19
20 24.4.1 Training. The District will reimburse a bus driver/contract relief driver for the cost of
21 a bus driver certificate. For the original certificate reimbursement will be made upon
22 obtaining permanent status as a District employee. The District will provide training for
23 bus drivers/contract relief drivers to maintain their certificate, and become qualified and
24 demonstrate proficiency.
25

26 24.4.2 Reporting Pay

27
28 24.4.2.1 When a bus driver/contract relief driver reports to work as scheduled but cannot
29 perform the regular assignment due to bus mechanical malfunction or weather conditions,
30 the bus driver/contract relief driver shall receive regular pay for the day whether or not the
31 bus driver/contract relief driver is assigned alternative work within the unit member's job
32 description for that day. This subsection shall not apply to extra work assignments that
33 are canceled.
34

35 24.4.2.2 A bus driver/contract relief driver shall be notified of any trip cancellation at least
36 one (1) hour prior to the time the driver is required to report to the bus yard for the bus. If
37 the bus driver/contract relief driver is not notified and the trip is canceled, the driver shall
38 be paid as follows. For trips scheduled on a day when the bus driver/contract relief driver
39 is regularly scheduled to work which are canceled with less than one (1) hours notice, the
40 bus driver/contract relief driver shall be paid for two (2) hours of time at their regular rate
41 of pay. For trips scheduled on a day when the driver is not regularly scheduled to work
42 which are canceled with less than one (1) hours notice, the driver shall be paid minimum
43 call-in pay as provided for in the Minimum Call-In Time section of the Salary Provisions
44 article.

1 24.4.2.3 If the non-driving time between regularly scheduled bus runs is thirty (30)
2 minutes or less the driver may be assigned alternative work within the unit member's job
3 description, and the bus driver/contract relief driver shall receive pay for this time at the
4 appropriate rate. This subsection shall not apply to extra work assignments.
5

6 24.4.3 Miscellaneous Provisions 7

8 24.4.3.1 Bus drivers/contract relief drivers shall be reimbursed for reasonable expenses
9 related to the taking of trips, including bridge tolls and/or parking fees not to exceed limits
10 established in District policies. Fuel cards as needed shall be provided for the bus driver.
11

12 24.4.3.2 Bus drivers/contract relief drivers will be paid at their regular rate of pay for
13 hours worked "on the clock" for the first eight (8) hours in any one day; any hours in
14 excess of eight (8) hours worked in any one day shall be paid at the overtime rate (1½
15 times regular rate of pay).
16

17 24.4.3.3 Day-to-day substitute bus drivers serve at the pleasure of the Board, and are
18 not part of the Association bargaining unit.
19

20 24.4.3.4 For trips outside Woodland city limits where district radios are inoperable, a
21 cellular phone will be provided to the bus driver for purposes of communicating with staff
22 during the course of the trip.
23

ARTICLE 25. CONTRACTING OUT

1
2
3
4
5
6
7

25.1 The District agrees that it will adhere to the provisions of Education Code 45103.1 regarding contracting out the work which has been customarily and routinely performed by bargaining unit members in the bargaining unit covered by this Agreement.

1 ARTICLE 26. DISCIPLINARY ACTION

2
3 26.1 General Provisions

4
5 26.1.1 For purposes of this Article, the term “discipline” includes any action whereby a
6 bargaining unit member is deprived of any classification or any incident of any
7 classification in which they have permanence, including dismissal, suspension, and
8 involuntary demotion. The term “discipline” specifically does not include: a layoff for lack
9 of work or lack of funds; directives; and, the implementation of other articles in this
10 Agreement.

11
12 26.1.2 The District is committed to principles of fair, reasonable and progressive
13 discipline. Progressive steps to discipline can include but are not limited to: Verbal
14 warnings, written warnings, unsatisfactory evaluations and letters of reprimands. The
15 parties recognize that discipline should be administered based on the seriousness of the
16 offense and more serious offenses (offenses that produce reliable evidence upon which
17 the District believes that the unit member’s conduct may constitute a hazard or clear
18 possibility of a hazard to student(s), other unit member(s), or property, or involve
19 dishonest, insubordinate, or gross misconduct) warrant more serious disciplinary action
20 that may not include progressive procedures that would normally precede the disciplinary
21 action outlined in this article.

22
23 26.1.3 Discipline shall be imposed upon permanent bargaining unit members only for
24 just cause, pursuant to this Article or pursuant to pertinent law, or as otherwise necessary
25 as determined by the District. Permanent bargaining unit members shall not have their
26 property rights deprived until the District has complied with established due process
27 standards as set forth below. For purposes of this Article, property rights shall mean any
28 discipline which is greater than five (5) days suspension without pay.

29
30 26.1.4 Except as otherwise provided for by law, no disciplinary action will be initiated
31 for any cause alleged to have arisen prior to the bargaining unit member becoming
32 permanent nor for any cause alleged to have arisen more than two (2) years preceding
33 the date the District files the written notice of disciplinary action provided for in section
34 26.2.1 of this Article.

35
36 26.1.5 A bargaining unit member may be placed on Administrative Leave with pay for a
37 reasonable period of time pending investigation.

38
39 26.1.6 One or more of the causes set forth below may be grounds for discipline:

40
41 26.1.6.1 Incompetency or inefficiency in the performance of duties.

42
43 26.1.6.2 Insubordination or willful disobedience.
44

1 26.1.6.3 Carelessness or negligence in the performance of duties or in the care of
2 District property, or the misuse of District property.

3
4 26.1.6.4 Discourteous treatment, abusive or threatening language, gestures or conduct
5 toward other employees, students or the public.

6
7 26.1.6.5 Dishonesty.

8
9 26.1.6.6 Drinking alcoholic beverages while on duty or in such close time proximity
10 thereto as to cause any detrimental effect upon the employee or upon the employees
11 associated with them. Bringing intoxicants (alcoholic beverages or controlled substances
12 such as street drugs) on to District property or premises; transporting intoxicants in District
13 vehicles; consuming, buying or selling, offering to buy or offering to sell intoxicants while
14 on the job, or while on District property, premises or in District vehicles; and/or reporting to
15 work under the influence of intoxicants.

16
17 26.1.6.7 Persistent [three (3) or more] violations of applicable District rules or policies.

18
19 26.1.6.8 Conviction of a felony, conviction of any sex offense or controlled substance
20 offense made relevant by provisions of law, which is of such a nature as to adversely
21 affect the employee's ability to perform the duties and responsibilities of their position. A
22 plea or verdict of guilty, or a conviction following a plea of nolo contendere, deemed to be
23 a conviction for this purpose.

24
25 26.1.6.9 Knowingly falsifying any information supplied to the District, including but not
26 limited to information supplied on application forms, employment records, or any other
27 District records.

28
29 26.1.6.10 "No call, no show" (failure to report to work and notify immediate supervisor of
30 absence and reason for absence).

31
32 26.1.6.11 Abandonment of position (failure to report to work and notify immediate
33 supervisor of absence and reason for absence for three (3) or more consecutive work
34 days).

35
36 26.1.6.12 Advocacy of overthrow of Federal, State or local government by force,
37 violence or other unlawful means.

38
39 26.1.6.13 Absenteeism or absence without leave.

40
41 26.1.6.14 Violation of District policies addressing discrimination, including prohibited
42 harassment (sexual harassment, racial harassment, etc.) as provided in Article 26 of this
43 Agreement.

1 26.1.6.15 Failure to possess or keep in effect any license, certificate, or other similar
2 requirement specified in the employee's position classification or otherwise necessary for
3 the employee to perform the duties of the position.
4

5 26.1.6.16 Refusal to take or subscribe any oath or affirmation which is required by law or
6 Board policy in connection with their employment.
7

8 26.1.6.17 Improper partisan political activity during duty hours.
9

10 26.1.6.18 Any other school-related reason that constitutes a danger to the safety, health,
11 welfare or property of the District, a school, students, other employees, parents of
12 students or school visitors.
13

14 26.2 Procedure

15 26.2.1 Notice of Proposed Disciplinary Action

16 26.2.1.1 Prior to the disciplinary action being taken, the administrator/supervisor shall
17 serve the employee personally or by certified mail (return receipt requested) with a Notice
18 of Proposed Disciplinary action. The Notice of Proposed Disciplinary action shall contain:
19
20

21 26.2.1.2 A statement of the nature of the proposed disciplinary action (suspension
22 without pay, demotion, reduction of pay step in class, or dismissal) and any and all
23 material upon which the action is based.
24

25 26.2.1.3 A statement of the cause or causes for the proposed disciplinary action, as set
26 forth above.
27

28 26.2.1.4 A statement of the specific acts or omissions upon which the causes are based.
29 If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or
30 regulation violated shall be stated in the recommendation.
31

32 26.2.1.5 A statement giving the employee at least seven (7) calendar days in which to
33 arrange a Skelly hearing and/or furnish written information concerning the charges to the
34 Superintendent or designee (who shall not be the person who initiated the charges or
35 anyone subordinate to that person) who shall be known as the Skelly officer.
36

37 26.2.2 Notice of Disciplinary Action

38 26.2.2.1 The Skelly officer shall provide a written decision as to whether the charges are
39 to be upheld, the recommended discipline reduced, or the charges dropped. A copy of
40 the Skelly officer's written decision shall be sent to the employee and the employee's
41 exclusive representative personally or by certified mail (return receipt requested) with a
42 Notice of Disciplinary action. The Notice shall contain:
43
44

1 26.2.2.2 A statement of the nature of the disciplinary action (suspension without pay,
2 demotion, reduction of pay step in class, or dismissal), including the effective date and
3 any and all material upon which the action is based.
4

5 26.2.2.3 A statement of the cause or causes for the disciplinary action, as set forth
6 above.
7

8 26.2.2.4 A statement of the specific acts or omissions upon which the causes are based.
9 If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or
10 regulation violated shall be stated in the recommendation.
11

12 26.2.2.5 A statement of the employee's right to appeal the recommendation and the
13 manner and time within which the appeal must be filed.
14

15 26.2.2.6 A card or paper, the signing and filing of which shall constitute a demand for
16 hearing and a denial of all charges.
17

18 26.2.3 Right to Appeal

19

20 26.2.3.1 Not more than seven (7) calendar days after receiving the Notice of Disciplinary
21 Action described above, the employee may appeal by signing and filing the card or paper
22 included with the recommendation. Any other written document signed and appropriately
23 filed within the specified time limit by or on behalf of the employee shall constitute a
24 sufficient Notice of Appeal. A Notice of Appeal may be mailed to the Office of the
25 Superintendent or designee, but must be received or postmarked not later than the time
26 limit specified herein.
27

28 26.2.3.2 If the employee fails to file a Notice of Appeal within the time specified in these
29 rules, they shall be deemed to have waived their right to appeal and the Board may act on
30 the recommendation as submitted.
31

32 26.2.4 Amended/Supplemental Charges

33

34 26.2.4.1 At any time before an employee's appeal is finally submitted to the Board or to a
35 hearing officer for a decision, the complainant may serve on the employee and file with
36 the Board an amended or supplemental recommendation of disciplinary action.
37

38 26.2.4.2 If the amended or supplemental recommendation presents new causes or
39 allegations, the employee shall be afforded a reasonable opportunity to prepare their
40 defense. Any new causes or allegations shall be deemed controverted and any
41 objections to the amended or supplemental causes or allegation may be made orally at
42 the hearing and shall be noted on the record.
43
44

1 26.2.5 Hearing Procedures

2
3 26.2.5.1 The hearing shall be held at the earliest convenient date, taking into
4 consideration the established schedule of the hearing officer and the availability of
5 counsel and witnesses. The parties shall be notified of the time and place of the hearing.
6 The employee shall be entitled to appear personally, produce evidence, and have
7 counsel. The employee shall be entitled to a public hearing if they demand it when the
8 Board is hearing the appeal. The complainant may also be represented by counsel. The
9 procedure entitled “Administrative Adjudication” commencing with Government Code
10 11500 shall not apply to any such hearing before the hearing officer. Neither the Board
11 nor the hearing officer shall be bound by rules of evidence used in California courts.
12 Informality in any such hearing shall not invalidate any order or decision made or
13 approved by the hearing officer, law judge or the Board.
14

15 26.2.5.2 All hearings shall be heard by a hearing officer (who shall be an attorney
16 licensed in the State of California) selected by the parties alternately striking names from
17 a list of at least five (5) arbitrators provided by the State Mediation and Conciliation
18 Service.
19

20 26.2.5.3 The hearing officer shall prepare a proposed decision in a form that may be
21 adopted by the Board as the decision in the case. A copy of the proposed decision shall
22 be received and filed by the Board and furnished to each party within ten (10) days after
23 the proposed decision is filed by the Board. The Board may:
24

- 25 (a) Adopt the proposed decision in its entirety.
- 26
- 27 (b) Reduce the disciplinary action set forth in the proposed decision and
28 adopt the balance of the proposed decision.
- 29
- 30 (c) Reject a proposed reduction in disciplinary action, approve the disciplinary
31 action sought by the complainant or any lesser penalty, and adopt the
32 balance of the proposed decision.
- 33
- 34 (d) Reject the proposed decision in its entirety.
- 35

36 26.2.5.4 If the Board rejects the proposed decision in its entirety, each party shall be
37 notified of such action and the Board may decide the case upon the record including the
38 transcript, with or without the taking of additional evidence, or may refer the case to the
39 same or another hearing officer to take additional evidence. If the case is so assigned to
40 a hearing officer, they shall prepare a proposed decision, as provided in “c” above, upon
41 the additional evidence and the transcript and other papers which are part of the record of
42 the prior hearing. A copy of this proposed decision shall be furnished to each party within
43 ten (10) days after the proposed decision is filed by the Board.
44

1 26.2.5.5 In arriving at a decision or a proposed decision on the propriety of the proposed
2 personnel action, the Board or the hearing officer may consider the records of any prior
3 personnel action proceedings against the employee in which a disciplinary action was
4 ultimately sustained and any records that were contained in the employee's personnel
5 files and introduced into evidence at the hearing.
6

7 26.2.6 The decision of the Board shall be in writing and shall contain findings of fact and
8 the disciplinary action approved, if any. The findings may reiterate the language of the
9 pleadings or simply refer to them. A copy of the decision of the Board shall be delivered
10 to the appellant or their designated representative personally or by certified mail (return
11 receipt requested). The decision of the Board shall be final.
12

ARTICLE 27. PERSONNEL FILES

27.1 Location of Files

27.1.1 The personnel file of each bargaining unit member shall be maintained at the District's central administration office.

27.2 Inspection of File

27.2.1 A bargaining unit member shall have the right at any reasonable time to inspect materials in their file.

27.2.2 This right does not extend to materials that include ratings, reports, or records that were obtained prior to the employment of the employee involved.

27.3 Derogatory Material

27.3.1 No derogatory material relevant to a current bargaining unit member's conduct, service, character, or personality will be placed in their file unless the unit member has been notified of the intent of placement in the personnel file; has been provided a copy of such material; and, has had the opportunity to attach a written response to the material.

27.3.2 Such review may take place during normal working hours and the employee may be released from duty for this purpose without loss of pay.

1 ARTICLE 28. COMPLETION OF NEGOTIATIONS
2

3 28.1 Except as mutually agreed by the parties, during the term of this Agreement, the
4 Association and the District expressly waive and relinquish the right to meet and negotiate
5 and agree that the parties shall not be obligated to meet and negotiate with respect to any
6 subject or matter, whether referred to or covered in this Agreement, or not, even though
7 such subject or matter may not have been within the knowledge or contemplation of
8 either or both the parties at the time they met and negotiated on and executed this
9 Agreement, and even though such subjects or matters were proposed and later
10 withdrawn.

11
12 28.2 Within thirty days of ratification of the agreement by both parties, the District
13 shall produce a draft and provide the draft to the Chapter President for review by the
14 Association's negotiations team. The Association shall review the contract and make all
15 necessary and relevant changes required by the ratified agreement to the draft, and
16 return the draft to the District within thirty days from its receipt.

17
18 28.2.1 Within thirty days after receiving the draft collective bargaining agreement back
19 from the Association, the District shall make all necessary and relevant changes, and the
20 District shall post the entire final contract on the District's website for employee access.
21 Employees who do not have internet access can come to Human Resources to access a
22 computer to review the contract or will be given a copy of the contract upon request to the
23 Human Resources Office.

24
25 28.2.2 Once the draft is finalized as outlined in 28.2.1 above, the District shall have
26 sufficient copies prepared and delivered to the Association for distribution to each of its
27 members on the negotiations team, executive team, and to job stewards. The
28 Association will provide a list of these members at the beginning of the year. Two (2)
29 copies will also be prepared and delivered to each school site for placement in the staff
30 room and the front office. The cost of preparation of these copies would be shared
31 equally by the District and the Association.

32
33 28.3 If any provision of the Agreement or any application thereof to any bargaining
34 unit member is held by a court of competent jurisdiction to be contrary to law, then such
35 provision or application will be deemed invalid, to the extent required by such court
36 decision, but all other provisions or applications shall continue in full force and effect.

37
38 28.4 Should a provision or application be deemed invalid, as described in Section
39 28.1 above, any matter reduced or eliminated shall be reinstated to the extent allowable
40 under law. Moreover, the parties shall meet not later than ten (10) days after such court
41 decision to renegotiate the provision or provisions affected.

SIGNATURE PAGE

The District and Association hereby agree to support this Agreement for its term.

For Woodland Joint Unified School District

For California School Employees Association, Woodland Chapter #118

Date: July 1, 2022

Date: July 1, 2022

Bargaining Representatives

DocuSigned by:
Leanee Medina Estrada
380AFB9B110A41C...

Leanee Medina Estrada

DocuSigned by:
Theresa M Dunlop
EC3445D0CF2D4A2...

Theresa Dunlop

DocuSigned by:
Tony Peregrina
38E35DEAB58647Z...

Tony Peregrina

DocuSigned by:
Lewis Wiley
79DA3395C95040B...

Lewis Wiley, Jr.

Bargaining Representatives

DocuSigned by:
Todd Freer
9A21607E6EA042B...

Todd Freer

DocuSigned by:
Brandi Bolden
CD72C4FDDEC1444...

Brandi Bolden

DocuSigned by:
Irene Difuntorum
A8A9674A97C547E...

Irene Difuntorum

DocuSigned by:
Sylvia Gutierrez
8181A9B70A3E48C...

Sylvia Gutierrez

DocuSigned by:
Elizabeth Reiff
C89AD1296F2543F...

Elizabeth Reiff

DocuSigned by:
Rebecca Rossiter
F67891AF0AE8451...

Rebecca Rossiter

**APPENDIX A - SALARY SCHEDULE
2022-2023 SCHOOL YEAR
2023-2024 SCHOOL YEAR**

Classification	Range	Classification	Range
Absence and Leave Specialist	19	Buyer	18
Accounting Analyst	26	Community & Family Engagement Specialist (CAFÉ)	14
Accounting Clerk	11	Campus Safety Coordinator	12
Accounting Technician I	13	Career Information Specialist	11
Accounting Technician II	15	Certified Occupational Therapy Assistant	22
Accounting Technician III	17	Child Advocate	10
Accounting Technician IV - Facilities	19	Child Care Provider	9
Administrative Assistant, Educational Services	22	Custodian I	11
Administrative Clerk I	9	Custodian II	12
Administrative Clerk II	11	Delegated Behind The Wheel Driver/Trainer	15
Administrative Clerk III	13	Dispatcher/Route Analyst	18
Administrative Secretary I	13	District Information Specialist/Data Analyst	18
Administrative Secretary I - Bilingual	13	District Receptionist	11
Administrative Secretary II	14	District Receptionist - Bilingual	11
Administrative Secretary II - Bilingual	14	District Student Information Specialist	17
Administrative Secretary III	15	District Textbook/Media Coordinator	16
Administrative Secretary III - Bilingual	15	Energy Management Specialist I	22
Administrative Secretary IV	17	Energy Management Specialist II	25
Administrative Secretary IV - Bilingual	17	Expanded Learning Site Support Specialist	18
Attendance Liaison	14	Fire/Life Safety Technology Specialist	25
Attendance Liaison - Bilingual	14	Grounds Specialist I	12
Attendance Specialist I	11	Grounds Specialist II	13
Attendance Specialist I - Bilingual	11	Health Care Technician	13
Attendance Specialist II - District	14	Health Compliance Clerk	12
Attendance Specialist II - School	13	Information System Programmer Analyst	29
Baker	9	Information Technology Specialist I	18
Benefits Technician	16	Information Technology Specialist II	21
Bookkeeper - High School	15	Information Technology Specialist III	24
Bus Attendant	9	Inst Support Specialist I - Intervention Program	10
Bus Driver	15	Inst Support Specialist I - Sp Ed	10
Bus Driver Instructor	17	Instructional Support Assistant	8
Classification	Range	Classification	Range
Instructional Support Specialist I	9	Office Coordinator II - Bilingual	16
Instructional Support Specialist II	12	Office Coordinator III	17
Instructional Support Specialist III	16	Office Coordinator III - Bilingual	17
Laundry Worker	8	Paraprofessional I	12
Lead Campus Safety Coordinator	13	Paraprofessional I - Bilingual	12
Lead Custodian I	14	Paraprofessional I - Intervention Program	12
Lead Custodian II	15	Paraprofessional I - Intervention Program - Bilingual	12
Lead Energy Management Specialist	29	Paraprofessional II	13
Lead Grounds Specialist	15	Paraprofessional II - Bilingual	13
Lead Vehicle Mechanic	20	Paraprofessional III	17
Library Technician I	13	Paraprofessional III - Bilingual	17
Library Technician II	14	Payroll/Benefits Technician	21
Licensed Vocational Nurse	17	Personnel Technician	17
Maintenance Specialist I	12	Preschool Assistant	9
Maintenance Specialist II	15	Preschool Instructor	13
Maintenance Specialist III	18	Preschool Instructor - Bilingual	13
Maintenance Specialist IV - Alarm Technician	21	Preschool QRIS Coach	17
Maintenance Specialist IV - Electrician	21	Preschool Site Supervisor	16
Maintenance Specialist IV - Locksmith	21	Preschool Site Supervisor - Bilingual	16
Network Engineer	30	Preventative Maintenance Lead	22
Nutrition Assistant	8	Program Technician	13
Nutrition Assistant Supervisor I	10	Program Technician - Bilingual	13
Nutrition Assistant Supervisor II	11	Purchasing Technician	16
Nutrition Supervisor I	13	Registration Specialist I	12
Nutrition Supervisor II	14	Registration Specialist I - Bilingual	12
Nutrition Warehouse Coordinator	16	Registration Specialist II	16
Office Coordinator I	15	Reprographics Assistant	11
Office Coordinator I - Bilingual	15	Reprographics Services Coordinator	15
Office Coordinator II	16	School Activities Specialist	11

Classification	Range
School Administrative Clerk I	9
School Administrative Clerk II	12
School Administrative Clerk II - Bilingual	12
Sign Language Interpreter I	22
Sign Language Interpreter II	24
Sign Language Interpreter - Training Specialist	26
Speech-Language Pathology Assistant I	17
Speech-Language Pathology Assistant II	20
Systems Engineer	30
Technology Support Specialist	13
Technology Systems Administrator	28
Textbook/Media Clerk	10
Translator	16
Transportation Safety and Training Specialist	19
Utility Worker	14
Vehicle Mechanic I	13
Vehicle Mechanic II	18
Warehouse Coordinator	16
Warehouse Distribution Specialist I	9
Warehouse Distribution Specialist II	13
No Classifications at this range	27

**Woodland Joint Unified School District
2022 – 2023 Salary Schedule – Hourly Rates
Classified Employees (CSEA Bargaining Unit)**

Range	1	2	3	4	5
8			16.35	17.19	18.02
9		16.35	17.19	18.02	18.95
10	16.35	17.19	18.02	18.95	19.90
11	17.19	18.02	18.95	19.90	20.87
12	18.02	18.95	19.90	20.87	21.91
13	18.95	19.90	20.87	21.91	23.01
14	19.90	20.87	21.91	23.01	24.19
15	20.87	21.91	23.01	24.19	25.37
16	21.91	23.01	24.19	25.37	26.64
17	23.01	24.19	25.37	26.64	27.96
18	24.19	25.37	26.64	27.96	29.36
19	25.37	26.64	27.96	29.36	30.84
20	26.64	27.96	29.36	30.84	32.37
21	27.96	29.36	30.84	32.37	33.99
22	29.36	30.84	32.37	33.99	35.69
23	30.84	32.37	33.99	35.69	37.47
24	32.37	33.99	35.69	37.47	39.34
25	33.99	35.69	37.47	39.34	41.32
26	35.69	37.47	39.34	41.32	43.38
27	37.47	39.34	41.32	43.38	45.54
28	39.34	41.32	43.38	45.54	47.84
29	41.32	43.38	45.54	47.84	50.24
30	43.38	45.54	47.84	50.24	52.74

Effective July 1, 2022:

After completion of ten (10) years of continuous service, bargaining unit members will receive an additional two percent (2%) of the bargaining unit member's base salary ongoing.

After completion of fifteen (15) years of continuous service, bargaining unit members will receive an additional two percent (2%) of the bargaining unit member's base salary ongoing.

After completion of twenty (20) years of continuous service, bargaining unit members will receive an additional three percent (3%) of the bargaining unit member's base salary ongoing.

After completion of twenty five (25) years of continuous service, bargaining unit members will receive an additional four percent (4%) of the bargaining unit member's base salary ongoing.

Effective 7/1/22: BOARD APPROVED 6/30/22, 5.25% INCREASE

BOARD APPROVED 10/28/21: Delete Range 6 & 7, Delete Step 1 & 2. New Step 1 was Step 3

**Woodland Joint Unified School District
2022 – 2023 Salary Schedule – Monthly Rates
Classified Employees (CSEA Bargaining Unit)**

Range	1	2	3	4	5
8			2,836	2,976	3,124
9		2,836	2,976	3,124	3,283
10	2,836	2,976	3,124	3,283	3,447
11	2,976	3,124	3,283	3,447	3,618
12	3,124	3,283	3,447	3,618	3,800
13	3,283	3,447	3,618	3,800	3,988
14	3,447	3,618	3,800	3,988	4,190
15	3,618	3,800	3,988	4,190	4,399
16	3,800	3,988	4,190	4,399	4,619
17	3,988	4,190	4,399	4,619	4,850
18	4,190	4,399	4,619	4,850	5,093
19	4,399	4,619	4,850	5,093	5,346
20	4,619	4,850	5,093	5,346	5,611
21	4,850	5,093	5,346	5,611	5,893
22	5,093	5,346	5,611	5,893	6,188
23	5,346	5,611	5,893	6,188	6,496
24	5,611	5,893	6,188	6,496	6,823
25	5,893	6,188	6,496	6,823	7,162
26	6,188	6,496	6,823	7,162	7,520
27	6,496	6,823	7,162	7,520	7,898
28	6,823	7,162	7,520	7,898	8,293
29	7,162	7,520	7,898	8,293	8,707
30	7,520	7,898	8,293	8,707	9,142

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After completion of ten (10) years of continuous service, bargaining unit members will receive an additional two percent (2%) of the bargaining unit member's base salary ongoing.

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Effective 7/1/22: BOARD APPROVED 6/30/22, 5.25% INCREASE

BOARD APPROVED 10/28/21: Delete Range 6 & 7, Delete Step 1 & 2. New Step 1 was Step 3

**Woodland Joint Unified School District
2023 – 2024 Salary Schedule – Hourly Rates
Classified Employees (CSEA Bargaining Unit)**

Range	1	2	3	4	5
8			17.00	17.87	18.74
9		17.00	17.87	18.74	19.70
10	17.00	17.87	18.74	19.70	20.70
11	17.87	18.74	19.70	20.70	21.71
12	18.74	19.70	20.70	21.71	22.79
13	19.70	20.70	21.71	22.79	23.93
14	20.70	21.71	22.79	23.93	25.15
15	21.71	22.79	23.93	25.15	26.39
16	22.79	23.93	25.15	26.39	27.71
17	23.93	25.15	26.39	27.71	29.08
18	25.15	26.39	27.71	29.08	30.53
19	26.39	27.71	29.08	30.53	32.07
20	27.71	29.08	30.53	32.07	33.67
21	29.08	30.53	32.07	33.67	35.35
22	30.53	32.07	33.67	35.35	37.11
23	32.07	33.67	35.35	37.11	38.97
24	33.67	35.35	37.11	38.97	40.91
25	35.35	37.11	38.97	40.91	42.97
26	37.11	38.97	40.91	42.97	45.12
27	38.97	40.91	42.97	45.12	47.36
28	40.91	42.97	45.12	47.36	49.75
29	42.97	45.12	47.36	49.75	52.25
30	45.12	47.36	49.75	52.25	54.85

Effective July 1, 2022:

After completion of ten (10) years of continuous service, bargaining unit members will receive an additional two percent (2%) of the bargaining unit member's base salary ongoing.

After completion of fifteen (15) years of continuous service, bargaining unit members will receive an additional two percent (2%) of the bargaining unit member's base salary ongoing.

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After completion of twenty five (25) years of continuous service, bargaining unit members will receive an additional four percent (4%) of the bargaining unit member's base salary ongoing.

Effective 7/1/22: BOARD APPROVED 6/30/22, 5.25% INCREASE

Effective 7/1/23: BOARD APPROVED 6/30/22, 4% INCREASE

BOARD APPROVED 10/28/21: Delete Range 6 & 7, Delete Step 1 & 2. New Step 1 was Step 3

**Woodland Joint Unified School District
2023 – 2024 Salary Schedule – Monthly Rates
Classified Employees (CSEA Bargaining Unit)**

Range	1	2	3	4	5
8			2,949	3,095	3,249
9		2,949	3,095	3,249	3,414
10	2,949	3,095	3,249	3,414	3,585
11	3,095	3,249	3,414	3,585	3,762
12	3,249	3,414	3,585	3,762	3,952
13	3,414	3,585	3,762	3,952	4,148
14	3,585	3,762	3,952	4,148	4,358
15	3,762	3,952	4,148	4,358	4,575
16	3,952	4,148	4,358	4,575	4,804
17	4,148	4,358	4,575	4,804	5,044
18	4,358	4,575	4,804	5,044	5,296
19	4,575	4,804	5,044	5,296	5,560
20	4,804	5,044	5,296	5,560	5,836
21	5,044	5,296	5,560	5,836	6,128
22	5,296	5,560	5,836	6,128	6,436
23	5,560	5,836	6,128	6,436	6,756
24	5,836	6,128	6,436	6,756	7,096
25	6,128	6,436	6,756	7,096	7,449
26	6,436	6,756	7,096	7,449	7,821
27	6,756	7,096	7,449	7,821	8,214
28	7,096	7,449	7,821	8,214	8,625
29	7,449	7,821	8,214	8,625	9,055
30	7,821	8,214	8,625	9,055	9,508

Effective July 1, 2022:

After completion of ten (10) years of continuous service, bargaining unit members will receive an additional two percent (2%) of the bargaining unit member's base salary ongoing.

After completion of fifteen (15) years of continuous service, bargaining unit members will receive an additional two percent (2%) of the bargaining unit member's base salary ongoing.

After completion of twenty (20) years of continuous service, bargaining unit members will receive an additional three percent (3%) of the bargaining unit member's base salary ongoing.

After completion of twenty five (25) years of continuous service, bargaining unit members will receive an additional four percent (4%) of the bargaining unit member's base salary ongoing.

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Effective 7/1/23: BOARD APPROVED 6/30/22, 4% INCREASE

BOARD APPROVED 10/28/21: Delete Range 6 & 7, Delete Step 1 & 2. New Step 1 was Step 3

APPENDIX B - PROFESSIONAL GROWTH

APPENDIX B PROFESSIONAL GROWTH PROGRAM

General

The purpose of the Professional Growth Program is to improve the standard of service to the District, improve the quality of job performance, and provide opportunities for personal growth and advancement for all bargaining unit members. The District supports and encourages on-going professional development for its bargaining unit members.

Professional Growth Awards

- Professional Growth Awards, in the amount of \$700, are earned after completion of 100 hours of coursework or other qualified activity as defined in “Coursework” and “Other Qualified Activities.” Of the 100 hours, a minimum of 60 per award must be coursework related to job skills for the member’s current position or an existing position within the District. A maximum of 40 hours per award may be earned through other professional growth activities as defined in “Other Qualified Activities.”
- With the exception of pre-approved vacation, professional growth hours cannot be earned when unit members are in paid status.
- A Professional Growth Award of \$700 may be earned annually.

Eligibility

- All unit members are eligible to participate in the Professional Growth Program.
- Any unit member who is on an unpaid partial or full leave of absence will not be eligible to participate in the program until they return from leave; nor will future credit be granted for eligible coursework or other professional growth activities completed during the leave.
- Unit members who retire after the completion of their contract year will be entitled to receive a final payment for eligible professional growth awards in November of that year.
- Unit members who retire prior to the completion of their contract year will be entitled to receive eligible awards earned prior to retirement on a pro-rata basis (number of days worked prior to retirement compared to number of contract days).
- Unit members, other than retirees, who separate from District service prior to October 31, are not eligible to receive professional growth awards for the previous year.

Application Procedures and Timelines

In order to be granted a new professional growth award, unit members must complete the following steps:

- Not later than the last working day of March – file application for new award with Human Resource Services Division (on or about March 1 of each year, new award application forms are distributed to each work site).
- Not later than the last day of June – complete coursework (or other qualified activity)
- Not later than the last working day of August – submit documentation of completed coursework (or other qualified activity) to Human Resource Services Division.
- Professional Growth awards will be paid in November of each year.

Coursework (minimum of 60 hours per award):

One semester unit equals 18 hours of credit; quarter units will be converted on a 2/3 basis. Physical fitness courses may not be used toward the coursework requirement. Members must earn a grade of “C” or better for completed coursework and cannot earn additional credit for repeated courses unless approved by the Professional Growth Committee. Verification for coursework shall consist of a transcript, a report card, a certificate of achievement (Adult Education classes), or other acceptable proof of completion. Professional growth for English as a Second Language (ESL) coursework, up to a maximum of 20 hours per award.

Other Qualified Activities (maximum of 40 hours per award):

Verification shall consist of a statement of the program activities or flyer signed by the instructor, trainer, or other appropriate persons. Signed documentation should include subject matter covered and a record of attendance, including dates and times. The unit member’s regular work hours must also be noted.

Physical Fitness

Credit will be granted in clock hours for physical fitness activities conducted at any established center, Community College, Adult Education Program, etc. A maximum of 15 hours per award may be earned for physical fitness.

Workshops/Conferences/Trainings

Attendance in workshops, conferences and trainings will be credited in clock hours for actual verified seat time. These activities must relate to job skills for the member’s current position or an existing position within the District.

Leadership Activities

Thirty-six hours may be earned for one full year of actively holding an elected or appointed office (President, Vice-President, Secretary, Treasurer or similar office) in a recognized educational or professional organization that is job-based (i.e., ACSA, CASBO, CSEA).

Pre-Approval

Members are encouraged to seek pre-approval from the Director, Operations, in the Human Resource Services Division, or the Professional Growth Committee for coursework or other activities that may not be creditable.

Professional Growth Committee

Composition

- A Professional Growth Committee will be established, composed of three (3) classified unit members, one (1) classified confidential employee, one (1) classified management employee, one (1) certificated management employee and one (1) administrator from the Human Resource Services Division.
- The term of committee members shall be two years. A committee member may serve consecutive terms if selected by their respective groups.
- The District shall grant unit members the necessary release time from their regularly scheduled workday to participate in meetings of the Professional Growth Committee.

Duties of the Committee

- The Committee will meet as needed to evaluate coursework or other activities not specifically addressed in "Coursework" and/or "Other Qualified Activities" of this appendix, for eligibility toward professional growth awards. A minimum of four (4) committee members must be present to act on credit requests. A majority vote is required to approve creditable coursework or other qualified activity.

Miscellaneous Provisions

Awards that were earned prior to the Tentative Agreement dated December 9, 2002, and those earned under the grand-fathering clause therein, will be recognized and compensated as defined in the MOU dated March 3, 2004.

As provided in the MOU stated above, unit members who are on an unpaid partial leave of absence for the current fiscal year and return and are eligible for an on-going award in subsequent year will earn the on-going award on a prorated basis (number of days worked compared to number of contract days).

APPENDIX C – COMPENSATION COMMITTEE

APPENDIX C

Compensation Committee

The purpose of the Compensation Committee shall be to work collaboratively to collect current information on selected job classification and related salaries in order to provide information for use during negotiations. This work will be initiated during the years when the parties are scheduled to negotiate salaries and benefits.

The Salary Compensation Committee shall consist of two (2) Association representatives and two (2) District representatives. The committee shall meet to discuss the collection of the following salary compensation data.

1) **DETERMINE COMPARABLE SCHOOL DISTRICTS/EMPLOYERS**

The Committee recommends that the following nine (9) Districts be used for comparables based on size, Local Control Funding Formula, and likeliness to employ our members. They are:

Washington Joint Unified School District
Winters Joint Unified School District
Davis Joint Unified School District
Esparto Joint Unified School District
Yolo County Superintendent of Schools
Yuba City Unified School District
Vacaville Joint Unified School District
Natomas Unified School District
Twin Rivers Unified School District

2) **DETERMINE WHAT AREAS WE WANT TO COMPARE AND HOW WE WILL COMPARE THEM**

The Committee recommends the following items be compared:

- A) Salary – In order to compare our 5 step salary schedule with the average salary schedule of 5 steps, it is recommended that we use Woodland's beginning, middle and end step (1, 3, 5). Also, in reviewing salary schedules that are other than 5 steps, we would use their beginning, middle and end step.
- B) Salary Schedules – The District will seek current salary schedules from those listed in item 1 above. Given that some Districts may not have completed negotiations for current year, salary schedules that are more than two years old will not be considered in the compensation study. Effective dates of salary schedules will be indicated on analysis pages.
- C) District Contribution Toward Health Benefits – Compare amount being contributed by each District vs. amount being contributed by WJUSD.

- D) District Paid PERS Contribution – If comparable District's are paying any portion of the employee's PERS Contribution, then the applicable percentage/amount should be added to salary compensation (see A above).
- E) Longevity – Compare longevity percentages or how “comparables” are paying longevity (stipends, etc.).
- F) Job Descriptions/Duties – The committee will propose benchmark classifications to be reviewed. The District will obtain job descriptions from other Districts for the proposed benchmark positions used from their salary schedules. The duties contained in these job descriptions will correspond, as closely as possible, to those District positions under analysis with regard to general levels of responsibility required, as well as knowledge, educational, skill, decision-making and reporting requirements to allow for accurate and fair comparisons.

3) **DETERMINE TIMELINE/IMPLEMENTATION PLAN FOR REVIEW OF SALARY INFORMATION**

The Committee recommends the following timeline/implementation plan:

- By November 30 of each year, gather comparable study, using salary schedules and corresponding job descriptions available at that time. Contact Districts to determine if the CSEA blue book information is up to date or seek updated information.
- By March 1 of each year, complete research and analysis of comparable districts.
- By April 1 of each year, forward report to the CSEA/WJUSD bargaining team for subsequent year negotiations.

May 31, 2005
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Revised: 12/16/05
Revised: 5/11/06
Revised: 11/09/07
Revised: 10/03/08
Revised: 6/8/22

**APPENDIX D – TRAINING TO PROVIDE EMERGENCY ASSISTANCE WITH
ADMINISTERING MEDICATION TO STUDENTS WITH EPILEPSY AS PER SB 161
AND EPINEPHRINE INJECTOR – TRANSPORTATION EMPLOYEES**

Appendix D - Training to provide emergency assistance with administering medication to students with epilepsy as per SB 161 and epinephrine injector – Transportation employees

Prior legislation required that the administration of medications for pupils with epilepsy suffering from seizures be performed by licensed medical personnel only. SB 161 authorizes a school district, county office of education or charter school to participate in a program that provides non-medical school employees voluntary emergency medical training.

This program allows non-medical staff, in the absence of a credentialed school nurse, to provide assistance to pupils with epilepsy suffering from seizures, with parent written authorization and in accordance with guidelines to be developed by the CDE. The guidelines are required to be posted on the CDE website by July 1, 2012.

1. Shall receive a stipend which shall be 2.5% of the employee's base pay for a designated staff to be trained, in accordance with guidelines of SB 161, to administer the medication as prescribed under emergency conditions.
2. Alternatively, should the employee wish to use training hours toward a professional growth award, professional growth hours will be awarded in accordance with Article 8 and Appendix B.
3. The District agrees to train an additional voluntary staff at the same site in order to be used in the case of absence of the main designated staff. This staff member would receive the same stipend or same ability to use hours toward a professional growth award while participating in this training. Additionally, this staff member would be paid on a timesheet for any time they are on call in lieu of the regular employee.
4. The stipend will be awarded upon successful completion of the training and will apply for all hours that the employee serves as the designated trained staff member to the student in need of the medication.
5. Should the student transfer or no longer be in need of this assistance, the staff member would revert to their regular hourly pay. Participation is voluntary. The employee may revoke their offer to administer an emergency anti-seizure medication with a two-week notice.

Epinephrine Injector - Transportation Department

Bus drivers who transport students requiring possible administration of an epinephrine injector shall receive 2.5% stipend of the employee's base pay. Stipends issued for this purpose must meet the following criteria:

1. Current physician order on file requiring an epinephrine injector administration.
2. Epinephrine injector administration requirement must be written into student health plan, including that it is needed on the bus.
3. Bus driver and contract relief driver must be trained annually by school nurses.
4. Should the student transfer or no longer has a need for an epinephrine injector, the staff member would revert to their regular hourly pay.
5. The stipend will be awarded upon successful completion of the training and will apply for all hours that the employee is the designated driver for the bus route.
6. Employee shall follow all storage guidelines for the epinephrine injector.
7. Employee shall alert the school nurse if the epinephrine injector is expired or needs to be replaced due to damage.