

AGREEMENT

BETWEEN

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

AND

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

JULY 1, 2016 TO JUNE 30, 2019

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ARTICLE 1. AGREEMENT

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2
3 1.1 The articles and provisions contained herein constitute a bilateral and binding
4 agreement ("Agreement") by and between the Governing Board of the Woodland Joint
5 Unified School District ("District") and the California School Employees Association and its
6 Woodland Chapter No. 118 ("Association") the recognized employee organization.

7
8 1.2 This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of
9 the Government Code ("Act").

10
11 1.3 This Agreement shall be effective upon ratification by the parties and expires
12 June 30, 2019. Unless modified by agreement of the parties, the terms and conditions of
13 the new agreement shall be the same as the agreement in effect on June 30, 2016.

14
15 1.3.1 For the 2019-2020 school year, each party may reopen on Salary Provisions,
16 Health and Welfare Benefits and four (4) articles of the party's choosing.

17
18 1.3.2 For the 2017-2018 school year, each party may reopen on Salary Provisions,
19 Health and Welfare Benefits and any article of the party's choosing.

20
21 1.3.3 For the 2018-2019 school year, each party may reopen on Salary Provisions,
22 Health and Welfare Benefits and two (2) articles of the party's choosing.

23
24 1.4 This Agreement shall remain in full force without reduction throughout its duration.

ARTICLE 2. RECOGNITION

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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 bargaining unit member hired into the District for the first
11 time in a bargaining unit position, hired into a new position, or hired by the District
12 following a complete break in service. The probationary period shall normally be twelve
13 months for new employees in a new bargaining unit position. The probationary period
14 shall normally be six months for current employees hired into a new position unless
15 extended by the immediate supervisor, but may not exceed 12 months.

16
17 3.4 "Supervisor" or "Supervisory" refers to designated management positions only.

18
19 3.5 "Extended Year" refers to Special Education Special Day Class programs which
20 extend beyond the regular academic year.

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

24
25 3.7 The term "member of the immediate family" includes spouse, registered domestic
26 partner, mother, father, brother, sister, son, daughter, stepson, stepdaughter, grand-
27 mother, grandfather, great grandparent (biological and/or adopted), grandchild, son-in-law
28 and daughter-in-law, brother-in-law and sister-in-law of the bargaining unit member or of
29 the spouse, and any relative living in the immediate household of the employee.
30

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 Chief Human Resource Officer may grant additional release time for the
27 purpose of negotiations preparation upon request from the Association President or
28 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 Chief Human Resource Officer may grant additional release time, with
35 prior approval, to the Association President or designee for new employee orientation.
36 (Not included under this section is release time provided for in other sections: Grievance,
37 Negotiations, Disciplinary proceedings, and meetings with Management.)

38
39 4.5 Organizational Leave

40
41 4.5.1 At the request of the Association, with the approval of the Chief Human Resource
42 Officer, unit members may be granted a leave of absence to attend regularly or specially
43 scheduled classes, workshops, and training offered or sponsored by the Association.
44 The unit member may take leave without pay or accrued vacation leave or, compensatory

1 time off, or the Association shall reimburse the District for the cost of a substitute.

2 4.5.2 The District shall grant a maximum of five (5) full days of Organizational Leave for
3 up to five (5) duly authorized delegates to attend the Association's annual conference.
4

5 4.6 Nondiscrimination
6

7 4.6.1 Neither the District nor the Association shall interfere with, intimidate, restrain,
8 coerce, or discriminate against bargaining unit members because of the exercise of rights
9 to engage or not engage in Association activity.
10

11 4.7 Notification
12

13 4.7.1 Within a timely manner, not to exceed fourteen (14) work days, the District shall
14 provide the Association President the names of the new (CSEA eligible) classified
15 employees and the contact information collected during the hiring process.
16

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 6.2 Purpose

18
19 6.2.1 The purpose of this procedure is to secure equitable solutions to alleged contract
20 violations.

21
22 6.3 Procedure

23
24 6.3.1 Prior to submitting a formal written grievance, bargaining unit members are
25 strongly encouraged to have a discussion with their immediate supervisor to reach
26 resolution at the lowest possible level. If no resolution is reached, a written grievance
27 shall be submitted to the Chief Human Resource Officer within thirty (30) days after the
28 grievant knew or reasonably should have known about the occurrence giving rise to the
29 grievance.

30
31 6.3.2 The bargaining unit member may, at his/her choosing, be represented by an
32 authorized representative of the Association at any step of the grievance procedure.

33
34 6.3.3 The written grievance shall be filed on the appropriate District grievance form.
35 The form shall include (1) a description of the specific grounds for the grievance, (2) a
36 listing of the provisions of the Agreement which are alleged to have been violated, and (3)
37 a statement of the action(s) requested of the District which will resolve the grievance.

38
39 6.3.4 Level 1

40
41 6.3.4.1 The grievance form shall be submitted to the Chief Human Resource Officer by
42 the grievant.

1 6.3.4.2 Within ten (10) days after the receipt of the written grievance by the Chief Human
2 Resource Officer, the immediate supervisor shall schedule a meeting with the grievant.
3 The supervisor shall provide the grievant, the Association and the Chief Human Resource
4 Officer a copy of his/her written decision within ten (10) days of the meeting.

5
6 6.3.4.3 A Level 2 grievance may be filed within ten (10) days of receipt of the immediate
7 supervisor's written decision, or within twenty (20) days of the Level 1 meeting if no
8 written decision is received.

9
10 6.3.5 Level 2

11
12 6.3.5.1 Within ten (10) days after the receipt of the Level 2 written grievance by the Chief
13 Human Resource Officer, the Chief Officer shall meet with the grievant and up to two (2)
14 representatives of the Association, one of whom may be the Labor Relations
15 Representative. Upon mutual agreement of the parties, additional Association
16 Representatives may be invited to the meeting.

17
18 6.3.5.2 Within ten (10) days following the meeting, the Chief Officer shall submit a written
19 decision to the grievant and the Association.

20
21 6.3.5.3 A Level 3 grievance may be filed within ten (10) days of receipt of the Chief
22 Officer's written decision, or within twenty (20) days of the Level 2 meeting if no written
23 decision is received.

24
25 6.3.6 Level 3

26
27 6.3.6.1 The District shall request that the State Mediation and Conciliation Service
28 appoint a mediator to assist in the resolution of the grievance. It is the parties'
29 understanding that such mediators are provided at no cost to the parties, however, if
30 costs for the services of the mediator are charged (including but not limited to per diem
31 expenses, travel and subsistence expenses), such costs will be borne equally by the
32 District and the Association.

33
34 6.3.6.2 Mediation shall be limited to one (1) day in duration. Upon mutual agreement of
35 the parties, however, the duration of any mediation session may be extended beyond one
36 day.

37
38 6.3.6.3 If the grievance is not resolved through mediation in Level 3, the Association may,
39 within ten (10) days after the conclusion of the mediation, state in writing that the
40 grievance be submitted to binding arbitration.

41
42 6.3.7 Level 4

43
44 6.3.7.1 The parties shall jointly request that the California State Mediation and

1 Conciliation Service provide a list of seven (7) names of arbitrators. The parties shall
2 alternately strike the names of the arbitrators on the list until only one (1) remains, who
3 shall serve as the arbitrator. The order of striking shall be determined by lot.
4

5 6.3.7.2 The arbitrator shall be without any authority to modify, change or alter the terms of
6 this Agreement.
7

8 6.3.7.3 All costs for the services of the arbitrator, including but not limited to per diem
9 expenses, travel and subsistence expenses, and the cost of any hearing room, shall be
10 borne equally by the District and the Association. The proceeding shall be recorded by a
11 certified reporter, and the cost for this service shall be borne equally by the District and
12 the Association. All other costs shall be borne by the party incurring them.
13

14 6.3.7.4 The decision of the arbitrator shall be binding on the parties.
15

16 6.4 Miscellaneous Provisions 17

18 6.4.1 The Association may file a grievance at Level 2 of the grievance procedure if, in
19 the opinion of the Association: the alleged violation involves a group of employees
20 rather than a single employee, or if the grievant(s) have more than one (1) supervisor.
21 In submitting such a grievance, the Association shall clearly indicate on the written
22 grievance submitted that it is bypassing Level 1 of the grievance procedure.
23

24 6.4.2 No bargaining unit member shall suffer any reprisal for making use of any
25 provisions of this Article.
26

27 6.4.3 The grievant shall be granted reasonable release time to prepare the initial
28 grievance at his/her work site and as required to process the grievance. The grievant
29 shall notify his/her immediate supervisor at least one (1) day in advance.
30

31 6.4.4 The Association Representative shall be granted reasonable release time as
32 necessary to investigate and/or process a grievance. The representative shall notify
33 his/her immediate supervisor at least one (1) day in advance of any requested release
34 time.
35

36 6.4.5 The Association shall be provided copies of any grievance filed by bargaining unit
37 members.
38

39 6.4.6 All records concerning a bargaining unit member's grievance shall be in a file
40 separate from the bargaining unit member's personnel file to assure confidentiality. It
41 shall be available for inspection only by the bargaining unit member, his/her
42 representative, and management/confidential employees directly involved in the
43 grievance procedure.
44

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 Chief Human Resource Officer or designee and shall be for no
18 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 Chief Human Resource Officer and the employee shall be
34 given a minimum of ten (10) work days’ notice prior to the effective date of the
35 administrative transfer unless a lesser time frame is mutually agreed upon between the
36 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 Chief Human Resource Officer within five (5) work days of
3 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 Chief
8 Human Resource Officer shall hold a meeting to hear the objections and render a
9 decision. The bargaining unit member is entitled to Association representation at such
10 meeting.
11

12 7.7 Probationary Period

13

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

17 7.7.2 A bargaining unit member hired into a classification that is promotional opportunity
18 or a voluntary demotion shall be considered probationary for six (6) months. If the
19 bargaining unit member is unable to qualify for permanent status in the new classification,
20 the bargaining unit member shall have the right to return to a similar position in the same
21 job classification in which the bargaining unit member had previously gained permanent
22 status.
23

24 7.7.3 A bargaining unit member that accepts a transfer opportunity is not considered
25 "probationary" but may not be considered for another transfer opportunity for a six (6)
26 month period.
27

28 7.7.4 A bargaining unit member may apply for promotional opportunities upon
29 completion of their probation period and after obtaining permanent status.
30

31 7.9 Notification While On Leave

32

33 7.9.1 A bargaining unit member(s) on leave of absence may authorize his/her
34 representative to file for a specific vacancy on his/her behalf. Notice of Job Position
35 Openings will be posted on the District website and District sites.
36

ARTICLE 8. PROFESSIONAL GROWTH PROGRAM

1
2
3 8.1 The Superintendent is hereby authorized to implement an ongoing voluntary
4 Professional Growth Program as incorporated into the contract as Appendix B for
5 members of the classified service.
6

7 8.2 The purpose and intent of a Professional Growth Program shall be to increase
8 knowledge, awareness and understanding of the employees' present or potential
9 responsibilities in the District as well as to improve the standards of service, on-the-job
10 performance, personal growth and advancement opportunities for members of the
11 classified service.
12

13 8.3 The Professional Growth Program shall be supervised and controlled through a
14 Professional Growth Review Committee selected by the employees they represent as
15 provided in the section of this policy entitled "Composition."
16

17 8.4 All members of the classified service are encouraged to voluntarily participate in
18 this Professional Growth Program.
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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. Range placement shall be determined by the Reclassification Committee.

9.1.2 Reclassification forms will be available on the District's website or in the Human Resources Division. During the month of October, in each of the succeeding years of this agreement, the District will accept reclassification review forms. A bargaining unit member or his/her supervisor may petition for a review of a position classification through the submission of a "Request for Reclassification Review" to the Human Resources Division no later than the last working day in October. The Human Resources Division will immediately forward the requests and any supporting documentation to the Reclassification Review Committee for evaluation. The Reclassification Review Committee shall consist of the following members:

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

9.1.2.2 One supervisor, administrator, or management employee;

9.1.2.3 The Chief Human Resource Officer or his/her designee, and

9.1.2.4 One additional member to be selected by the Reclassification Review Committee members noted above.

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 his/her job description;

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

1 9.2.1.3 Comparison of the bargaining unit member's actual duties as shown on the
2 request for review with the duties on his/her job description;

3
4 9.2.1.4 Relation of described position to other positions within the bargaining unit;

5
6 9.2.1.5 Information given by the bargaining unit member and his/her supervisor to the
7 Reclassification Review Committee.

8
9 **9.3 Reclassification Review Procedure**

10
11 9.3.1 The Reclassification Review Committee will conduct a reclassification review,
12 which will include:

13
14 9.3.1.1 Interviews with bargaining unit members, their supervisors, and, if applicable,
15 bargaining unit members serving in similar positions;

16
17 9.3.1.2 Review of bargaining unit member's written request for review, and requests
18 prepared by bargaining unit members serving in similar positions;

19
20 9.3.1.3 Review of the official job description;

21
22 9.3.1.4 Examination of the internal alignment of a position within a job category;

23
24 9.3.1.5 Review of position placement of similar positions in comparable districts;

25
26 9.3.1.6 Gathering of other such data which may be beneficial in the reclassification
27 review, including a desk audit;

28
29 9.3.2 Upon analysis of the results of this review, the committee will, by majority vote,
30 approve or deny the request in writing not later than January 31st.

31
32 **9.4 Reclassification Adjustment**

33
34 9.4.1 The committee shall determine the effective date of the reclassification to be
35 retroactive to July 1st or the first working day of the unit member of the current school
36 year.
37

1 ARTICLE 10. SUMMER, INTERSESSION & EXTENDED YEAR EMPLOYMENT
2

3 10.1 When the District maintains school sessions at times other than during the
4 academic year (summer, intersession or extended year), it shall fill vacancies in
5 accordance with Article 7.
6

7 10.2 A bargaining unit member who is on recess will be given first preference within
8 classification to substitute for an absent unit member, provided a current profile sheet is
9 on file with the District.
10

11 10.3 Special Education staff will be given first preference to work the extended year for
12 their assignment before advertising the position. Employees must notify the District in
13 writing of their intentions to work the extended year by April 1 of each year.
14

15 10.4 A bargaining unit member shall, receive, on a prorata basis, not less than the
16 compensation and benefits which are applicable to that classification during the regular
17 academic year. The provisions of Article 14 (Leaves of Absence) shall be applicable to
18 summer, intersession or extended year employment.
19

1 ARTICLE 11. SAFE WORKING CONDITIONS
2

3 11.1 The District shall provide bargaining unit members with appropriate equipment
4 and training to perform assigned job duties. No bargaining unit member shall be required
5 to work under unsafe conditions. Unsafe conditions shall be reported to his/her immediate
6 supervisor. Should the immediate supervisor determine that the condition is safe and that
7 work continue, the bargaining unit member may not be required to perform that work until
8 the condition is either remedied or investigated and certified safe by the District Safety
9 Officer.

10
11 11.2 CAL-OSHA Inspection

12
13 11.2.1 Upon request of the Association, an Association appointed bargaining unit
14 member shall be granted release time to accompany a CAL-OSHA representative
15 conducting an on-site inspection.
16
17

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 Bargaining unit members assigned to positions on a probationary basis are to be
13 evaluated by their supervisors at the end of the third and sixth and ninth month of service.
14 The performance rating completed at the end of nine (9) months of service must indicate
15 satisfactory job performance in order for: (1) the bargaining unit member to successfully
16 complete bargaining unit member's probationary period and (2) achieve permanent status.
17 An unsatisfactory evaluation of a probationary bargaining unit member shall result in
18 dismissal.
19

20 12.2.2 Current Bargaining unit members assigned to positions on a probationary basis
21 are to be evaluated by their supervisors at the end of the third and fifth month of service.
22 The performance rating completed at the end of five (5) months of service must indicate
23 satisfactory job performance in order for: (1) the bargaining unit member to successfully
24 complete bargaining unit member's probationary period and (2) achieve permanent
25 status. An unsatisfactory evaluation of a probationary bargaining unit member shall result
26 in extension of the probationary period not to exceed a total of 12 months or return to a
27 similar position in the same job classification in which the bargaining unit member has
28 previously gained permanent status.
29

30 12.3 Work Performance Evaluation
31

32 12.3.1 When a bargaining unit member has either met or exceeded performance
33 expectations in accordance with his/her appropriate job description, the supervisor and
34 member shall meet to review the Work Performance Evaluation. If the Work
35 Performance Evaluation is satisfactory for two consecutive years, the member shall be
36 placed on a bi-ennially Work Performance Evaluation cycle.
37

38 12.3.2 Whenever a supervisor determines that a member's work performance is less
39 than satisfactory, the supervisor and member shall meet to review the Work Performance
40 Evaluation and a Performance Improvement plan (PIP) may be implemented. A member
41 receiving a Performance Improvement Plan will return to an annual performance
42 evaluation cycle until the member receives satisfactory performance evaluations for two
43 consecutive years.
44

1 12.3.3 The Work Performance Evaluation form shall be signed by the member and the
2 supervisor and shall be placed in the member's personnel file. The signature by the
3 member does not indicate his or her agreement with the evaluation; it indicates that
4 he/she has received a copy of the evaluation.
5

6 12.4 Performance Improvement Plan 7

8 12.4.1 The purpose of the Performance Improvement Plan is to clearly communicate
9 deficiencies in performance, attendance or inappropriate/unprofessional behavior or
10 conduct, and to provide an outline for performance improvement and to identify the
11 specific support being offered by the District.
12

13 12.4.2 A Performance Improvement Plan may be used in conjunction with a Work
14 Performance Evaluation as outlined in 12.3.2, or at any time during the year after
15 deficiencies in performance have been identified and communicated by the supervisor
16 to the bargaining unit member.
17

18 12.4.3 Upon implementation of a written Performance Improvement Plan, the
19 member has the following options:
20

21 12.4.3.1 The member may respond to the Performance Improvement Plan in writing
22 within ten (10) workdays and have the written response attached to the Performance
23 Improvement Plan; or
24

25 12.4.3.2 The member may appeal the Performance Improvement Plan in writing within
26 ten (10) workdays to the Chief Human Resource Officer. Grounds for the appeal shall be
27 based on one or more of the following: (1) the Performance Improvement Plan was not
28 based on fact, (2) the Performance Improvement Plan was based on discriminatory
29 standards, (3) the Performance Improvement Plan was not conducted in conformance
30 with this Article. Within ten (10) working days of receipt of such appeal, the Chief Human
31 Resource Officer or his/her designee, shall hear the appeal and render a decision
32 whether to rescind, modify, or direct that the Performance Improvement Plan be filed in
33 the unit member's personnel file with the unit member's written statement attached.
34

35 12.4.3.3 The Performance Improvement Plan form shall be signed by the bargaining
36 unit member and the supervisor and shall be placed in the member's personnel file. The
37 signature by the member does not indicate his or her agreement with the Performance
38 Improvement Plan; it indicates that he/she has received a copy of the plan.
39
40

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 his/her 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 14.2.1.5 The use of up to seven (7) days of accumulated sick leave is
13 authorized for any one or all of the above but not for each. If more than seven (7) days
14 are taken in any one fiscal year for these purposes, earned vacation time or leave
15 (without pay) shall be used.
16

17 14.2.2 Personal necessity shall not include the use of such leave for any of the following:
18

19 (a) Attendance at, or participation in functions or activities which are primarily for the
20 bargaining unit member's pleasure, amusement or personal convenience.
21

22 (b) The extension of holidays, vacation periods or weekends for personal
23 convenience.
24

25 (c) Seeking or engaging in paid employment.
26

27 (d) Participating in Association activities and/or activities related to concerted
28 activities or work stoppages.
29

30 14.2.3 Advance notification (at least twenty-four (24) hours) to the immediate supervisor
31 must be provided for a bargaining unit member to be eligible to use sick leave for reasons
32 related to personal necessity. Advance notice is not required in emergency situations
33 where it is not feasible for the bargaining unit member to provide such notice.
34

35 14.2.4 When advance notice is given prior to ten (10) days before the requested leave,
36 the District shall provide an approval/denial response within five (5) working days of the
37 request. In cases where more than one (1) request is received for the same period of
38 time, priority will be given to the first request received.
39

40 14.2.5 Prior to the payment of sick leave pay for reasons related to personal necessity,
41 the District may require verification of the personal necessity. The decision whether to
42 require verification or not shall be in the sole discretion of the District.
43

44 14.2.6 A bargaining unit member, who has attained permanent status may use two (2)

1 discretionary days per year, to be deducted from personal necessity leave, without
2 submitting the verification ordinarily required for use of a sick leave day for personal
3 necessity. Twenty-Four (24) hours prior notification must be given to the bargaining unit
4 member's site administrator, except in emergency situations where no advance notice is
5 required. The site administrator must approve this leave and may limit the number of
6 employees who may use this leave on any one day.

7 8 14.3 Differential Leave

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

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

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

26 27 14.4 Catastrophic Illness or Injury Leave

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

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

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

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

- 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 Chief Human Resource Officer who shall take "such"
15 recommendation to the Governing Board whose decision shall be final. The Committee
16 or the District may require an independent medical examination by a licensed physician
17 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 his/her position
38 upon exhaustion of all available leaves, the bargaining unit member shall then be placed
39 on a 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 his/her position, the bargaining unit member shall
44 provide the District, in writing, appropriate verification of his/her 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 he/she were performing
22 his/her 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 his/her immediate family who is not a parent, child or spouse of the unit
34 member but who is living in the household of the bargaining unit member and who is a
35 legal 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
2 14.7.2.2 To receive such leave with pay, the bargaining unit member may be required
3 to provide verification of the birth or adoption.
4

5 14.7.2.3 Upon request, an additional leave of absence may be granted by the
6 Governing Board upon the birth or adoption of a child. Such leave shall be without pay
7 and without benefits and shall run concurrently with any leave available under federal
8 and/or state Family and Medical Leave Laws.
9

10 14.7.3 "Immediate Family Member" Care Leave

11
12 14.7.3.1 Upon written request, except in cases of emergency (where the unit member
13 notifies the supervisor as soon as possible), the District will provide up to three (3) days of
14 leave with pay in any fiscal year for a bargaining unit member to care for a member of the
15 unit member's immediate family who is ill and requires the care or attendance of the
16 bargaining unit member. Such leave is not cumulative and shall run concurrently with any
17 leave available under federal and/or state Family and Medical Leave laws.
18

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

22 14.8 Bereavement Leave

23
24 14.8.1 A bargaining unit member shall be granted a leave with full pay not to exceed a
25 maximum of five (5) work days in the event of the death of a member of the immediate
26 family of the bargaining unit member.
27

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

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

38 14.8.4 To receive such leave with pay, the bargaining unit member must submit notice,
39 and may be required to provide verification of the death of the family member.
40

41 14.8.5 This leave can be applied for retroactively, as long as the request for such leave is
42 provided within ten working days of the last day of the leave.
43

44 14.9 Industrial Accident and Illness Leave

1
2 14.9.1 A bargaining unit member who is absent from duty because of an illness or injury
3 defined as an industrial accident or industrial illness under provisions of the Workers
4 Compensation Insurance Law, shall be granted paid industrial accident and illness leave
5 for such accident or illness, as set forth below.

6
7 14.9.1.1 Such leave will begin on the first day of absence and shall continue for up to
8 sixty (60) working days in any one (1) fiscal year for the same accident.

9
10 14.9.1.2 Such leave shall not accumulate from year to year.

11
12 14.9.1.3 Payment for wages lost on any day shall not, when added to an award paid as a
13 result of workers' compensation benefits, exceed the normal wage of the employee for
14 the day.

15
16 14.9.1.4 Such leave will be reduced by one day for each day of authorized absence,
17 regardless of whether a compensation award is made under workers' compensation.

18
19 14.9.1.5 Such leave shall be limited to sixty (60) days for a single industrial injury or
20 illness, even where the leave period overlaps from the end of one fiscal year into the
21 beginning of a new fiscal year.

22
23 14.9.2 When entitlement to industrial accident or illness leave has been exhausted,
24 entitlement to other available sick leave may then be used.

25
26 14.9.2.1 Any time a bargaining unit member is receiving workers' compensation benefits,
27 the bargaining unit member shall be entitled to use only so much of the bargaining unit
28 member's accumulated or available sick leave, vacation or other available leave, which,
29 when added to the workers' compensation award, will provide for up to a full day's wage.
30 This shall be accomplished by the unit member endorsing to the District the benefit
31 checks received through workers' compensation. The District, in turn, will issue the
32 appropriate pay checks, less ordinary deductions.

33
34 14.9.3 During such leave the bargaining unit member may return to the bargaining unit
35 member's position without suffering any loss of status or benefits. The District may
36 require a physician's authorization to return to work prior to reinstatement.

37
38 14.9.4 Periods of paid or unpaid leave of absence due to industrial illness or injury shall
39 not be considered a break in service of the bargaining unit member.

40
41 14.9.5 When all available leaves of absence, paid or unpaid, have been exhausted and
42 the bargaining unit member is not medically able to assume the duties of the bargaining
43 unit member's position refer to section 14.6.
44

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 Chief Human Resource Officer of the need for leave as soon as the
34 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 his/her 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 up to twelve (12) months. In order
11 to be granted such leave, the request must be submitted by the bargaining unit member
12 to the member's immediate supervisor or department head at least two (2) weeks in
13 advance, except in cases of emergency. If the immediate supervisor or department head
14 approves the request, the Chief Human Resource Officer will review and submit the
15 request to the Governing Board for final decision.

16
17 14.12.2 Such leave will be without pay and without benefits. However, during such
18 leave, the bargaining unit member shall have the right to continue coverage for group
19 health insurance if the bargaining unit member pays in advance the full premiums due for
20 such insurance.

21
22 14.12.3 No time in service shall accrue during such leave.

23
24 14.13 Jury Duty Leave

25
26 14.13.1 A bargaining unit member who has been officially summoned to jury duty and
27 who is actually required to report to jury duty, shall be granted one day's paid leave for
28 each day of such duty upon receipt of valid verification from the court where service was
29 rendered.

30
31 14.13.2 During such service, the bargaining unit member must return to the District the
32 amount of jury fees, if any, paid to the bargaining unit member by the court. The
33 bargaining unit member need not return to the District any transportation or parking
34 expenses reimbursed by the court. Where the jury summons is for a court outside of the
35 Woodland City Limits and the bargaining unit member is required to remain on jury duty
36 past the lunch period, the bargaining unit member shall be allowed to deduct his/her
37 reasonable lunch expenses from the jury fees returned to the District upon presenting
38 valid meal receipt(s).

1 ARTICLE 15. ORGANIZATIONAL SECURITY

2
3 15.1 Service Fee

4
5 15.1.1 This Agreement requires a bargaining unit member, as a condition of continued
6 employment either to join the Association or to pay the Association a service fee in the
7 amount equal to but not to exceed the standard initiation fee, periodic dues, and general
8 assessments of the Association for the duration of the Agreement. The employer shall
9 enforce the requirements of this Article after notification from the Association when the
10 bargaining unit member has not complied with the provisions of this Article.

11
12 15.2 Check-Off

13
14 15.2.1 The Association shall have the sole and exclusive right to have membership dues
15 and service fees deducted for bargaining unit members by the District. The District shall
16 pay to the Association all sums so deducted.

17
18 15.3 Religious Objection

19
20 15.3.1 Within thirty (30) days of the ratification of this Contract or within thirty (30) days
21 from initial employment a bargaining unit member shall submit to the Association a written
22 statement by the church or affiliation attesting to the religious objection. The member
23 shall submit written authorization to the District to have a fee deducted equivalent to the
24 membership dues of the Association. This Religious Objection shall, at the option of the
25 member, be either rendered to the District scholarship fund or to a nonreligious charity. If
26 a member who holds a conscientious objection pursuant to this section requests the
27 bargaining unit to use the grievance procedure or arbitration procedure on the member's
28 behalf, the bargaining unit is authorized to charge the member for reasonable cost of
29 using such procedure.

30
31 15.4 Indemnification and Hold Harmless

32
33 15.4.1 The Association agrees to indemnify and hold the District harmless against any
34 and all claims, suits, orders, or judgments brought or issued against the District as a result
35 of any action taken by the District's agents or members of the Board of Trustees under
36 the provisions of the Article.

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 |
| Independence Day | Christmas Day |
| Labor Day | Workday preceding New Year's Holiday |

16.2 When a bargaining unit member is required to work on any of said holidays, he/she 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 he/she shall be paid at two (2) times his/her 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.

ARTICLE 17. WORK WEEK AND WORK HOURS

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

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

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

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

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

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

17.6 Bargaining unit members shall be entitled to take rest periods which shall be counted as hours worked for which there shall be no reduction from wages. Bargaining unit members are entitled to one (1) rest period of fifteen (15) minutes approximately in the middle of each four (4) consecutive hours worked. Rest periods are not authorized for less than four (4) consecutive hours of work. Each bargaining unit member working six (6) or more consecutive hours is entitled to a duty free meal break approximately at the midpoint of the work day.

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 his/her work week to include Saturday or Sunday or both. When it
3 is 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 his/her part-time assignment for a period of twenty (20) consecutive working
8 days or more, shall have his/her basic assignment changed to reflect the longer hours in
9 order to 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 survey/questionnaire provided by Human Resource Services for this purpose and submit
40 the completed survey/questionnaire to their supervisor and Human Resource Services.
41

42 17.13.3 The Human Resource Services Director and the CSEA President shall review
43 the unit member's survey/questionnaire and shall mutually determine if a desk audit is
44 warranted. If a desk audit is conducted the District shall make any necessary adjustments

1 to address the work load issues, based on the findings.
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ARTICLE 18. TRAVEL REIMBURSEMENT

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

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

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

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

18.2 Out of District Travel

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

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 Salary Compensation Committee will meet annually in accordance with
11 Appendix C.

12
13 19.2 Reclassification Adjustment

14
15 19.2.1 Range placement shall be determined by the Reclassification committee. Step
16 placement shall be the same as the reclassified incumbent currently occupies. In those
17 cases where a position has been reclassified to a lower salary range or abolished, the
18 current salary range shall continue to apply for the bargaining unit member in that position
19 until such time as the bargaining unit member vacates the position, rather than be
20 reduced in pay. The lower salary range shall apply to new bargaining unit members
21 subsequently assigned to the position after such reclassification.

22
23 19.3 Substitute Assignments

24
25 19.3.1 Bargaining unit members choosing to substitute outside their classification, on a
26 day-to-day basis, will be placed on the first step of the salary range for the class to which
27 they are assigned.

28
29 19.4 Annual Step Advancements

30
31 19.4.1 Permanent Bargaining Unit Members shall receive an annual step increment on
32 July 1st of each year. Probationary employees hired on or before March 14th of each year
33 shall receive an annual step increment in July.

34
35 19.4.2 If a bargaining unit member is assigned additional scheduled work hours in any
36 classification in which the bargaining unit member is already working, such an assignment
37 shall not alter the bargaining unit member's step placement for that classification.

38
39 19.5 Overtime

40
41 19.5.1 Overtime is defined to include any authorized time worked in excess of eight (8)
42 hours in any one day or in excess of forty (40) hours in any calendar week; however,
43 where a ten (10) hour day, four (4) day work week is established with appropriate
44 approval of the District and a majority of the regular bargaining unit members in the

1 affected area and classification, such overtime provisions apply only for time worked in
2 excess of the established work day and forty (40) hours per work week.

3
4 19.5.2 Premium Time

5
6 19.5.2.1 Any employee having an average work day of four (4) hours or more during the
7 work week shall be compensated for any work required to be performed on the sixth or
8 seventh day in accordance with Education Code 45131.

9
10 19.5.2.2 Any employee having an average work day of less than four (4) hours during the
11 work week shall be compensated for any work required to be performed on the seventh
12 day in accordance with Education Code 45131.

13
14 19.5.3 Compensatory Time

15
16 19.5.3.1 When a bargaining unit member is authorized in advance by the bargaining
17 unit member's supervisor to work beyond his/her duty day, compensation will be at the
18 rate of time and one-half for overtime. Any employee working less than an eight (8) hour
19 day or 40-hour work week, receives compensation at his/her regular hourly rate.

20
21 19.5.3.2 When compensatory time off is authorized in lieu of cash compensation, such
22 compensatory time off shall be granted within the fiscal year earned and without impairing
23 the services rendered by the District. Request to use compensatory time must be by
24 mutual agreement between the supervisor and employee. Compensatory time that is not
25 used by the end of the fiscal year will be paid. Extension of this deadline must be
26 approved by the Chief Human Resource Officer.

27
28 19.6 Minimum Call In Time

29
30 19.6.1 Unit members called in to work on a day when the bargaining unit member is not
31 scheduled to work shall be paid for a minimum of two (2) hours at the appropriate rate.

32
33 19.7 Minimum Call Back Time

34
35 19.7.1 Unit members called back after the completion of their regular assignment shall
36 receive a minimum of two (2) hours work or pay at the appropriate rate.

37
38 19.8 Longevity Pay

39
40 19.8.1 A unit member, upon completion of 15, 20 and 25 years of continuous service
41 with the District shall receive a one-time payment of \$1,500.00. To be eligible, the unit
42 member must be in paid status on the last working day of his/her 15th, 20th and 25th
43 year. A unit member, upon completion of 30, 35 and 40 years of continuous service with
44 the District shall receive a one-time payment of \$2,000. To be eligible, the unit member

1 must be in paid status on the last working day of his/her 30th, 35th and 40th year.
2 Payment shall be made on the June payroll warrant.

3
4 This section applies to unit members completing anniversary dates beginning in the 2017-
5 2018 school year.

6
7 19.8.2 Full time unit members shall be paid the full amount. Unit members who work
8 less than eight (8) hours per day or forty (40) hours per week will be paid a stipend on a
9 pro-rated basis. For example, a unit member who works four (4) hours per day, five (5)
10 days per week, will be paid a longevity stipend of \$750.00.

11 12 19.9 Pay Rate For New Classification

13
14 19.9.1 Upon being selected for a lower classification, a bargaining unit member shall
15 receive the pay which is within the new and lower range and is closest to but lower than
16 the bargaining unit member's former rate of pay.

17
18 19.9.2 Upon being selected for promotion to a higher class, the bargaining unit member
19 shall receive the pay which is within the new and higher range and is closest to a 5%
20 increase over the bargaining unit member's previous salary.

21 22 19.10 Bilingual/Biliterate Stipends

23
24 19.10.1 For positions requiring bilingual skills eligible employees shall receive a
25 bilingual stipend which shall be 2.5% of the employee's base pay for employees.
26 Employees must pass a District examination in order to be eligible to receive the bilingual
27 stipend.

28
29 19.10.2 For positions requiring bilingual/biliterate skills eligible employees shall receive
30 a bilingual/biliterate stipend which shall be 5% of the employee's base pay. All
31 employees must pass a District examination in order to be eligible to receive the
32 bilingual/biliterate stipend.

33
34 19.10.3 Employees who have been certified as eligible for the bilingual or
35 bilingual/biliterate stipend not serving in a position designated by the District as bilingual
36 or bilingual/biliterate, shall receive the bilingual or bilingual/biliterate stipend on an hourly
37 basis when directed by an administrator to perform specific tasks.

38
39 19.10.4 There shall be no compensation for occasional use of bilingual/biliterate skills.

40 41 42 19.11 Underpayment

43
44 19.11.1 When a bargaining unit member brings to the attention of the District that an

1 error has been made in the calculation or reporting of that member's payroll or in the
2 payment of that member's salary, the District shall, upon confirmation of the error or
3 miscalculation, within five (5) working days following such determination, provide the
4 member with a statement of the correction and a supplemental payment.

5
6 **19.12 Overpayment**

7
8 **19.12.1** If it is alleged by the District that a bargaining unit member has been overpaid,
9 the District shall notify the bargaining unit member in writing indicating the amount due,
10 the reasons for the request for reimbursement, and a suggested method of repayment in
11 accordance with wage garnishment laws. A copy of such notification shall be concurrently
12 sent to the Association and Human Resources. If the member agrees that he/she owes
13 such money to the District, the member shall sign the repayment agreement and forward
14 it to the Director, Fiscal Services.

15
16 **19.13 Hourly Pay**

17
18 **19.13.1** The current monthly pay system for 12 month bargaining unit members is as
19 follows: Hourly rate of pay x hours per day x number of days per year not to exceed 260
20 days divided by 12 months.

21
22 **19.14 First Aid/CPR**

23
24 **19.14.1** The District shall provide the necessary training to bargaining unit members
25 required to maintain this certification as a condition of continued employment. Bargaining
26 unit members who attend trainings not provided by the District may do so at their own
27 expense. The District will reimburse bargaining unit members for the actual cost of the
28 American Red Cross First Aid Certificate and/or Cardiopulmonary Resuscitation
29 Certificate, as required by their job description.

30
31 **19.15 Standby Provisions**

32
33 **19.15.1** The District may offer standby time and determine the duration of standby
34 time to meet the operational and emergency needs of the District. Standby time will be
35 compensated at \$250 per week or \$35.71 per day.

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 The District's contribution of \$540.00 per month will be provided for full time unit
13 members to be used towards group health, dental, vision, and life insurance premiums.
14 Unit members assigned less than seven (7) hours shall be pro-rated on the following
15 basis:

16
17 Hours Assigned District Contribution

18
19
20
21

5-6.99	90%
0-4.99	0

22
23 Unit members currently working less than 5 hours as of October 15, 2005, will continue
24 benefits at their current level. Opportunities will be available for unit members to increase
25 work hours in their schedule to reach a minimum of 5 hours. No increase in benefits will
26 occur until unit members reach the 5 hour minimum.

27
28 New unit members will be hired into combination positions for a minimum of 5 hours,
29 whenever possible.

30
31 In the event that a benefit plan is agreed upon which costs less than the District's
32 maximum contribution, as defined above, the parties shall negotiate concerning the use
33 of the unexpended funds.

34
35 20.3 Duplicate Coverage

36
37 20.3.1 All eligible bargaining unit members and their eligible family members shall be
38 covered by no more than one District provided group health insurance plan. In those
39 cases where a bargaining unit member can be claimed as a dependent by another
40 bargaining unit member, this shall be done to prevent double coverage, provided that
41 equal coverage is given both bargaining unit members. New bargaining unit members
42 shall be entitled to enroll in disability, life, health, dental and vision plans.

1 20.4 Severance of Employment

2
3 20.4.1 Upon severance of employment, bargaining unit members may be entitled to
4 continue to participate in the group health, dental or vision plans offered by the District as
5 allowed by the provisions of COBRA.

6
7 20.5 Health Insurance

8
9 20.5.1 The District agrees to offer group health coverage for eligible bargaining unit
10 members. The unit member shall have his/her choice of one group health plan that may
11 include family, to be chosen from those offered by the District. The District shall offer at
12 least two options agreed upon by the Association.

13
14 20.5.2 The Health Benefits Committee shall make recommendations to the respective
15 negotiating teams. All changes in health benefits shall be made through the negotiations
16 process.

17
18 20.6 Dental Services

19
20 20.6.1 The District agrees to offer group dental insurance to eligible bargaining unit
21 members and their dependents.

22
23 20.7 Life Insurance

24
25 20.7.1 The District agrees to offer group life insurance to each eligible bargaining unit
26 member and their dependents. The District contribution for health and welfare benefits
27 may be used for life insurance premiums for the bargaining unit member only.

28
29 20.8 Vision Services

30
31 20.8.1 The District agrees to offer group vision care for eligible bargaining unit members
32 and their dependents.

33
34 20.9 Disability (Income Protection)

35
36 20.9.1 The District agrees to offer a disability (Income Protection) plan to all eligible
37 bargaining unit members. The District will provide automatic payroll deduction for unit
38 members who elect to participate in a District approved disability (Income Protection)
39 plan.

40
41 20.10 Tax-Sheltered Annuities

42
43 20.10.1 The District shall provide automatic payroll deduction to bargaining unit
44 members who elect to participate in a tax sheltered annuity plan through an approved

1 provider.

2
3 **20.11 Retirement Benefits**

4
5 20.11.1 Upon retirement from the District, the retiree shall be entitled to continue
6 coverage under health, dental and vision care at his/her own cost, at group rates,
7 provided the monthly premium is paid in advance to the District, and included in the
8 contract with the carrier.

9
10 20.11.2 A unit member between the ages of fifty-five (55) and up to but not including
11 sixty-five (65) years, who has served as a District employee for at least fifteen (15) years
12 and who retires prior to age sixty-five (65) qualifies for Early Retirement Benefits. Early
13 Retirees shall continue to receive District contributions toward the purchase of District
14 health, dental and/or vision insurance at the same dollar value as was in place on his/her
15 last day of service. Such contributions will continue up to the end of the month in which
16 the bargaining unit member reaches age sixty-five (65).

17
18 **20.12 Change of Insurance Carriers**

19
20 20.12.1 The District may change insurance carriers provided that the present level of
21 benefits available to classified bargaining unit members in the areas of Group Health,
22 Dental, Vision and Life Insurance continue to be provided and provided that such change
23 is accomplished in order to provide potential for reducing costs of financing these
24 benefits.

25
26 **20.13 Section 125 Plan Participation**

27
28 20.13.1 The District shall provide automatic payroll deduction to bargaining unit
29 members who elect to participate in the District's Section 125 benefit plan on a pre-tax
30 basis.

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

1 ARTICLE 22. VACATIONS

2
3 22.1 Entitlement to Vacation Leave

4
5 22.1.1 Bargaining unit members assigned to full-time positions earn vacation at the rate
6 of one working day for each month of paid service. Bargaining unit members assigned to
7 regular part-time positions earn vacation leave at the same rate as bargaining unit
8 member's work assignment. A bargaining unit member in a paid status for more than one
9 half (½) the days in a month shall receive a full day's vacation leave credit. Ordinarily
10 vacation leave will not be granted during the probationary period; however, a probationary
11 unit member may use vacation in the event the District elects to temporarily close a work
12 site. Use of vacation leave is not required for work site closure due to an emergency.

13
14 22.2 Increased Vacation Leave for Fifth Year of Service

15
16 22.2.1 Beginning with the fifth year of service, vacation is earned at the rate of one and
17 one-fourth (1-1/4) days for each month of service.

18
19 22.3 Increased Vacation Leave for Tenth Year of Service

20
21 22.3.1 Beginning with the tenth year of continuous service each bargaining unit member
22 shall earn one and a half (1.5) days of vacation per month. Beginning with the fifteenth
23 year of continuous service each bargaining unit member shall earn two (2) days of
24 vacation per month. For purposes of computing vacation accrual, a year is defined as
25 nine (9) or more months worked in any fiscal year provided the bargaining unit member
26 has been in paid status a minimum of 75% of the assigned work year. An employee may
27 not earn more than twenty four (24) days of vacation leave annually. Vacation shall be
28 accrued in accordance with work calendar.

29

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

30
31
32 22.4 Payment Upon Termination

33
34 22.4.1 A terminating bargaining unit member will not be paid for any earned vacation
35 until such bargaining unit member has completed six (6) months as part of the Classified
36 Service.

37
38 22.5 Vacation Schedule

1 22.5.1 A vacation period may be taken only with the approval of the bargaining unit
2 member's immediate supervisor. Bargaining unit members are expected to take accrued
3 vacation leave during the fiscal year in which the vacation has been earned. A maximum
4 of twenty-four (24) earned vacation days may be carried over into the following fiscal year.
5 Bargaining unit members projected to have more than twenty-four (24) days accumulated
6 vacation as of June 30th of any year shall meet with his/her supervisor by April 1st to
7 schedule the excess vacation time to be used prior to the end of the fiscal year.

8
9 22.5.2 Unearned vacation time may be granted in advance under unusual
10 circumstances with prior approval of the bargaining unit member's supervisor and the
11 Chief Human Resource Officer or designee.

12
13 22.5.3 When an advanced request for vacation is given prior to ten (10) days before
14 the requested vacation, the District shall provide an approval/denial response within five
15 (5) working days of the request. In cases where more than one (1) request is received for
16 the same period of time, priority will be given to the first request received.
17

1 ARTICLE 23. LAYOFF

2
3 23.1 General

4
5 23.1.1 A layoff for the purpose of this Article shall be considered as an involuntary
6 separation of a permanent or probationary classified bargaining unit member from active
7 service due to a lack of funds and/or lack of work. Any reduction in regularly assigned
8 time shall be considered a layoff under the provisions of this Article. The decision to
9 reduce hours must be negotiated with the Association.

10
11 23.2 Procedures for Layoff

12
13 23.2.1 Layoff shall be conducted on a District-wide basis, in reverse order of seniority in
14 the job classification in which the layoff occurs.

15
16 23.2.2 The bargaining unit member who has been employed the shortest time in the
17 class, plus higher classes shall be laid off first.

18
19 23.2.3 Seniority will be determined by date of hire for probationary and permanent
20 positions.

21
22 23.2.4 If two (2) or more bargaining unit members subject to layoff have equal seniority,
23 the determination as to who shall be retained shall be made on the basis of job
24 qualifications and skill level of the bargaining unit member, based on the last two (2)
25 written evaluations on file. If all of these factors are equal, then the determination shall be
26 made by lot, performed by the District and witnessed by the CSEA President or designee.

27
28 23.2.5 When a layoff of classified bargaining unit members is anticipated by the
29 Administration, the Association will be notified, in writing, by the Superintendent at the
30 same time that the Board is so notified. Documents provided to the Board at that time will
31 be provided to the Association, in addition to an updated classified bargaining unit
32 seniority list for all positions, an updated seniority roster for the classification in which the
33 layoff is anticipated and a list of positions and/or hours to be reduced or eliminated.

34
35 23.2.6 Bargaining unit members may challenge their place on the seniority roster by
36 making objections to the Chief Human Resource Officer, who shall carefully review the
37 matter and make the results of such review known to the Association and the bargaining
38 unit member(s) prior to the effective date of any layoff(s) involving such bargaining unit
39 member(s).

40
41 23.2.7 After a Board action has been taken on a layoff, a written notice of layoff shall be
42 hand delivered or sent by certified mail to each affected unit member, to the last address
43 given to the District, prior to the effective date of layoff as required by law. Such notice
44 shall indicate the layoff effective date and inform the unit member(s) of his/her bumping

1 rights, if any, and reemployment rights. Enclosed with the notice of layoff, the District
2 shall supply the affected bargaining unit members a copy of the page of the seniority list
3 showing the affected unit members' seniority in all classes in which they have seniority.
4

5 23.3 Appeal Process

6
7 23.3.1 If the Association, on behalf of any bargaining unit members affected, has reason
8 to challenge any procedural aspect(s) of the layoff action, exclusive of displacement
9 rights, the Association may file an appeal by filing a request for a hearing, in writing, with
10 the Superintendent within thirty (30) working days following the effective date of layoff.
11 Such request shall include the reason(s) for appeal and/or the procedures of the layoff
12 action which are being challenged and the remedy sought. Upon receipt of such request,
13 the Superintendent shall refer the matter to a panel of three (3) persons, one selected by
14 the Superintendent, one selected by the Association and in turn, these persons shall
15 select a third member. If no agreement is reached on the third member, the services of a
16 mediator from the State Conciliation Service may be requested.
17

18 23.3.2 This panel shall meet to conduct a hearing and take such testimony as necessary
19 within thirty (30) working days of receipt of the Association's request by the
20 Superintendent or as soon as a Mediator is available, if required.
21

22 23.3.3 Within ten (10) working days of the hearing, the panel shall report its findings and
23 recommendations, in writing, to the District Governing Board, the Superintendent, the
24 bargaining unit member(s) affected and the Association.
25

26 23.3.4 The Board of Trustees will review the findings and recommendations of the panel
27 and within twenty (20) working days of receipt of the panel's findings and
28 recommendations, shall forward a written decision to the bargaining unit member(s)
29 affected, the panel members, the Superintendent and the Association.
30

31 23.3.5 The hearing shall be recorded, either by a reporter or a mechanical recording
32 device. Costs incurred for a reporter shall be born equally by the Association and the
33 District.
34

35 23.3.6 Time limitations may be extended by mutual agreement of the parties. Any
36 bargaining unit member(s) of the District subject to layoff shall be granted release time as
37 necessary for participation in the appeal process.
38

39 23.4 Bumping Rights

40
41 23.4.1 A permanent or probationary classified bargaining unit member who is laid off
42 from a job classification and who has previous service in an equivalent or lower job class
43 shall have the right to bump a bargaining unit member with less seniority in the equivalent
44 or next lower class of previous service. For the purpose of establishing seniority for

1 bumping rights, seniority shall consist of previous service in the class being bumped into,
2 plus service in the class in which the layoff occurs, plus service in higher or equivalent
3 classes, provided the bargaining unit member is qualified to perform the duties as
4 specified in the appropriate job description.

5
6 **23.5 Displacement Rights**

7
8 23.5.1 A permanent or probationary classified bargaining unit member who is in a
9 position that is being reduced or eliminated due to lack of funds/lack of work, and will not
10 be laid off as a result of his/her seniority, will be transferred to a comparable (same
11 number of hours/days) vacant position in order of seniority.

12
13 **23.6 Voluntary Demotion or Transfer**

14
15 23.6.1 A permanent or probationary bargaining unit member who has been laid off for
16 lack of work or lack of funds and after exercising his/her bumping rights may accept
17 voluntary demotion to a vacant position in a lower class or transfer to an equal class with
18 the same or fewer hours provided that the bargaining unit member is qualified to perform
19 the duties thereof and provided further that the Governing Board approve such
20 reassignment. Such bargaining unit member shall maintain his/her reemployment rights
21 as defined in this Article.

22
23 **23.7 Effect of Layoff Upon Substitutes**

24
25 23.7.1 No regular bargaining unit member shall be laid off from any position while
26 bargaining unit members serving in a substitute capacity are retained.

27
28 **23.8 Reemployment Rights**

29
30 23.8.1 Laid off bargaining unit members are eligible for reemployment in the
31 classification from which laid off for a thirty-nine (39) month period from the effective date
32 of layoff and shall be reemployed in the reverse order of layoff. Laid off bargaining unit
33 members shall be reemployed in preference to new applicants provided they meet the
34 qualifications of the job description.

35
36 23.8.2 Laid off bargaining unit members who, at the time of layoff, took voluntary
37 demotions or voluntary reductions in assigned time in lieu of layoff shall be, granted the
38 same rights as persons laid off and shall retain eligibility to be considered for
39 reemployment into a comparable (same number of hours/days) position from which they
40 were laid off for an additional period of up to 24 months. Such bargaining unit members
41 shall be ranked in accordance with their seniority on the reemployment list(s).

42
43 23.8.3 A bargaining unit member who is laid off and is subsequently eligible for
44 reemployment shall be notified of the District's opening(s). Such notice shall be posted

1 on the District's website or sent by mail to the last address given to the District by the
2 bargaining unit member. Unit members requesting notice by mail shall notify the District
3 annually by July 1 of each year.
4

5 23.8.4 Bargaining unit members on a reemployment list who have an interest in the
6 District opening(s) shall respond by the final filing date and will be considered in seniority
7 order. Any acceptance by such bargaining unit member of an assignment to a
8 classification lower than the classification from which the unit member was laid off or to
9 the same classification, but with fewer hours, shall not affect the unit member's original
10 thirty-nine (39) months right to reemployment in his/her former classification and with the
11 same number of hours.
12

13 **23.9 Miscellaneous Provisions**
14

15 23.9.1 Seniority earned to and including the effective date of layoff shall be reinstated to
16 the bargaining unit member who is subsequently reemployed by the District. Step
17 placement on the salary schedule shall be the same as the effective date of layoff.
18

19 23.9.2 Sick Leave Hours earned and unused at time of layoff shall be restored upon
20 reemployment.
21

22 23.9.3 Vacation and Compensatory Time earned and unused at the time of layoff shall
23 be computed and paid off with the final warrant due the bargaining unit member.
24

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 beginning 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. By the beginning of the school year, of each school year, the bus routes shall be
32 bid follows:

33
34 24.2.3 Drivers shall bid for bus routes by seniority. Route bids shall normally remain in
35 effect until the next annual bid meeting the following school year. A Special Education
36 route package, including “extended year”, shall include the beginning and anticipated
37 ending date with an “opt out” option. The “opt out” option is provided to drivers who elect
38 not to drive the extended year period. In order to provide opportunities for drivers to bid
39 on extended year work, meet training and transitioning activities, bus drivers/contract
40 relief drivers exercising the “opt out” option will do so by May 1. Bus drivers/contract relief
41 drivers exercising the “opt out” option will be expected to work through the last day of the
42 current contracted work year. Bus drivers/contract relief drivers who “opt out” and still
43 wish to drive other routes, will be placed at the bottom of the extended year rotation list.
44

1 24.2.4 If as a result of the bidding procedures, a bus driver/contract relief driver elects a
2 route with fewer hours than the previous year, such reduction shall not be treated as a
3 layoff.
4

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

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

18 24.3 Extra Work Assignments

19

20 24.3.1 Extra work is defined as any work assigned over the contracted number of hours,
21 which may include, activity and field trips, therapy and kindergarten runs and other related
22 duties. All extra work hours shall be added to the log of hours.
23

24 24.3.2 Extra work shall be rotated on the list of bus drivers, including contract relief
25 positions who have signed up for extra work. Regular bus drivers/contract relief drivers
26 may sign up for field and/or activity trips prior to the beginning of school and/or prior to the
27 beginning of the second semester. Extra work and field trips and/or activity trip boards will
28 be posted on a weekly basis.
29

30 24.3.2.1 Bus drivers and contract relief drivers declining seven (7) activities or trips shall
31 be removed from the list. Bus drivers/contract relief drivers who have been removed from
32 the roster may sign-up again either prior to the beginning of the next semester or at the
33 beginning of school.
34

35 24.3.2.2 The first rotation through the list, of the current school year, shall be based
36 strictly on seniority.
37

38 24.3.2.3 Upon completion of the first full rotation, the list shall be reordered with the bus
39 driver(s)/contract relief driver(s) who received the lowest number of overtime hours being
40 placed at the top of the second rotation list in descending order.
41

42 24.3.2.4 After each full rotation, the list shall be reordered and the bus driver/contract
43 relief driver having the lowest cumulative overtime hours shall be placed at the top of the
44 list.

1
2 24.3.2.5 On the second and subsequent rotation(s), if two or more bus drivers/contract
3 relief drivers have the same number of overtime hours from the previous rotation(s), the
4 bus driver/contract relief driver with the greatest seniority shall be ranked higher on the list
5 for that rotation.

6
7 24.3.2.6 If a bus driver/contract relief driver refuses a field or activity trip, or an extra work
8 assignment, the number of hours will be added to their log of hours. However, if the bus
9 driver/contract relief driver declines an assignment after receiving less than 24 hours
10 notice, the assignment hours shall not count as a refusal and shall not be added to their
11 log of hours. Canceled trips shall also not be counted.

12
13 24.3.2.7 No stand by pay or meal pay shall be provided for extra trips within the District
14 boundaries (weekday and weekend trips included) unless authorized in advance by the
15 Director of Transportation.

16
17 24.3.2.8 Extra work—assignment and field trip records shall be available for driver
18 inspection.

19
20 24.3.2.9 Certain extra work assignments may require hazardous and/or long distance
21 driving. These trips may only be assigned to bus drivers/contract relief drivers who have
22 completed annual field trip training and demonstrated proficiency in the geographic areas
23 (mountain terrain, high population density, etc.) and/or the equipment (type of bus, type of
24 transmission, etc.). Such assignments shall be determined by the Director of
25 Transportation and/or the Driver Instructor/Trainer and/or Dispatcher/Route Analyst.

26
27 24.3.2.10 If a bus driver/contract relief driver is prevented by law from reporting at his/her
28 regularly assigned time, the bus driver/contract relief driver will be paid straight time for
29 the time as if worked.

30
31 24.3.2.11 When no bus driver/contract relief driver accepts an offered extra work
32 assignment, the Director of Transportation shall utilize the Dispatcher/Route Analyst or
33 Driver Instructor and if unavailable, shall utilize a day-to-day substitute employee to
34 complete the assignment, then may contract with an outside transportation service to
35 complete the assignment. The decision to contract out shall be made by the Director of
36 Transportation or in his/her absence the Dispatcher/Route Analyst or the Driver Instructor.

37
38 24.3.2.12 Every qualified bus driver including contract relief positions, dispatchers and
39 trainers may receive two (2) requests from a site administrator to drive on a field and/or
40 activity trip per school year. A refusal of a requested trip shall not be added to the driver's
41 log.

42
43 24.3.2.13 All field and/or activity trip drivers must be able to accommodate the
44 department by driving other routes.

1
2 **24.4 Transportation Working Conditions**
3

4 24.4.1 Training. The District will reimburse a bus driver/contract relief driver for the cost of
5 a bus driver certificate. For the original certificate reimbursement will be made upon
6 obtaining permanent status as a District employee. The District will provide training for
7 bus drivers/contract relief drivers to maintain his/her certificate, and become qualified and
8 demonstrate proficiency.

9
10 **24.4.2 Reporting Pay**
11

12 24.4.2.1 When a bus driver/contract relief driver reports to work as scheduled but cannot
13 perform the regular assignment due to bus mechanical malfunction or weather conditions,
14 the bus driver/contract relief driver shall receive regular pay for the day whether or not the
15 bus driver/contract relief driver is assigned alternative work within the unit member's job
16 description for that day. This subsection shall not apply to extra work assignments that
17 are canceled.

18
19 24.4.2.2 A bus driver/contract relief driver shall be notified of any trip cancellation at least
20 one (1) hour prior to the time the driver is required to report to the bus yard for the bus. If
21 the bus driver/contract relief driver is not notified and the trip is canceled, the driver shall
22 be paid as follows. For trips scheduled on a day when the bus driver/contract relief driver
23 is regularly scheduled to work which are canceled with less than one (1) hours notice, the
24 bus driver/contract relief driver shall be paid for two (2) hours of time at their regular rate
25 of pay. For trips scheduled on a day when the driver is not regularly scheduled to work
26 which are canceled with less than one (1) hours notice, the driver shall be paid minimum
27 call-in pay as provided for in the Minimum Call-In Time section of the Salary Provisions
28 article.

29
30 24.4.2.3 If the non-driving time between regularly scheduled bus runs is thirty (30)
31 minutes or less the driver may be assigned alternative work within the unit member's job
32 description, and the bus driver/contract relief driver shall receive pay for this time at the
33 appropriate rate. This subsection shall not apply to extra work assignments.

34
35 **24.4.3 Miscellaneous Provisions**
36

37 24.4.3.1 Bus drivers/contract relief drivers shall be reimbursed for reasonable expenses
38 related to the taking of trips, including bridge tolls and/or parking fees not to exceed limits
39 established in District policies. Fuel cards as needed shall be provided for the bus driver.

40
41 24.4.3.2 Bus drivers/contract relief drivers will be paid at their regular rate of pay for
42 hours worked "on the clock" for the first eight (8) hours in any one day; any hours in
43 excess of eight (8) hours worked in any one day shall be paid at the overtime rate (1½
44 times regular rate of pay).

1
2 24.4.3.3 Day-to-day substitute bus drivers serve at the pleasure of the Board, and are
3 not part of the Association bargaining unit.

4
5 24.4.3.4 For trips outside Woodland city limits where district radios are inoperable, a
6 cellular phone will be provided to the bus driver for purposes of communicating with staff
7 during the course of the trip.

8
9

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 he/she has 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 his/her
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 him/her. Bringing intoxicants (alcoholic beverages or controlled
12 substances such as street drugs) on to District property or premises; transporting
13 intoxicants in District vehicles; consuming, buying or selling, offering to buy or offering to
14 sell intoxicants while on the job, or while on District property, premises or in District
15 vehicles; and/or reporting to 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 his/her position.
22 A plea or verdict of guilty, or a conviction following a plea of nolo contendere, deemed to
23 be 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 his/her 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 26.2.1.2 A statement of the nature of the proposed disciplinary action (suspension
21 without pay, demotion, reduction of pay step in class, or dismissal) and any and all
22 material upon which the action is based.
23

24 26.2.1.3 A statement of the cause or causes for the proposed disciplinary action, as set
25 forth above.
26

27 26.2.1.4 A statement of the specific acts or omissions upon which the causes are based.
28 If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or
29 regulation violated shall be stated in the recommendation.
30

31 26.2.1.5 A statement giving the employee at least seven (7) calendar days in which to
32 arrange a Skelly hearing and/or furnish written information concerning the charges to the
33 Superintendent or designee (who shall not be the person who initiated the charges or
34 anyone subordinate to that person) who shall be known as the Skelly officer.
35

36 26.2.2 Notice of Disciplinary Action

37 26.2.2.1 The Skelly officer shall provide a written decision as to whether the charges are
38 to be upheld, the recommended discipline reduced, or the charges dropped. A copy of
39 the Skelly officer's written decision shall be sent to the employee and the employee's
40 exclusive representative personally or by certified mail (return receipt requested) with a
41 Notice of Disciplinary action. The Notice shall contain:
42
43
44

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

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

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

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

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

18
19 26.2.3 Right to Appeal

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

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

32
33 26.2.4 Amended/Supplemental Charges

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

38
39 26.2.4.2 If the amended or supplemental recommendation presents new causes or
40 allegations, the employee shall be afforded a reasonable opportunity to prepare his/her
41 defense. Any new causes or allegations shall be deemed controverted and any
42 objections to the amended or supplemental causes or allegation may be made orally at
43 the hearing and shall be noted on the record.
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 he/she demands 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 officerlaw 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, he/she shall prepare a proposed decision, as provided in “c” above,
41 upon the additional evidence and the transcript and other papers which are part of the
42 record of the prior hearing. A copy of this proposed decision shall be furnished to each
43 party within 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 his/her designated representative personally or by certified mail (return
11 receipt requested). The decision of the Board shall be final.
12
13

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 his/her 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 his/her 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 herein, the
13 District shall have sufficient copies prepared and delivered to the Association for
14 distribution to each of its members. The cost of preparation of these copies would be
15 shared equally by the District and the Association.

16
17 28.3 If any provision of the Agreement or any application thereof to any bargaining
18 unit member is held by a court of competent jurisdiction to be contrary to law, then such
19 provision or application will be deemed invalid, to the extent required by such court
20 decision, but all other provisions or applications shall continue in full force and effect.

21
22 28.4 Should a provision or application be deemed invalid, as described in Section
23 28.1 above, any matter reduced or eliminated shall be reinstated to the extent allowable
24 under law. Moreover, the parties shall meet not later than ten (10) days after such court
25 decision to renegotiate the provision or provisions affected.

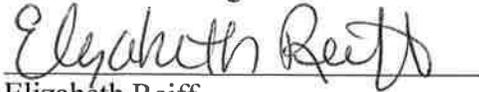
14. Conclusion of Bargaining

Agreement with this proposal concludes bargaining for the 2017-2018 and 2018-2019 school year. All other issues related to bargaining are closed for the remainder of the 2017-2018 school year.



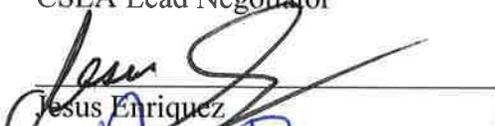
Danyel Conolly
WJUSD Lead Negotiator

6/28/2018
Date



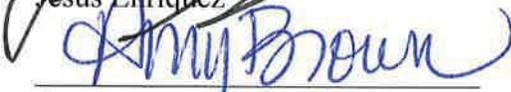
Elizabeth Reiff
CSEA Lead Negotiator

6/28/2018
Date



Jesus Enriquez

6/28/18
Date



Amy Brown

06/28/18
Date



Nanci Eastman

6/28/18
Date



Erin Lopez

6/28/18
Date



Jacob Miller II

6/28/18
Date

APPENDIX A - SALARY SCHEDULE

Classification	Range
Absence and Leave Specialist	19
Accounting Analyst	26
Accounting Clerk	11
Accounting Technician I	13
Accounting Technician II	15
Accounting Technician III	17
Accounting Technician IV - Facilities	19
Administrative Assistant, Educational Services	22
Administrative Clerk I	9
Administrative Clerk II	11
Administrative Clerk III	13
Administrative Secretary I	13
Administrative Secretary I - Bilingual	13
Administrative Secretary II	14
Administrative Secretary II - Bilingual	14
Administrative Secretary III	15
Administrative Secretary III - Bilingual	15
Administrative Secretary IV	17
Administrative Secretary IV - Bilingual	17
Attendance Liaison	14
Attendance Liaison - Bilingual	14
Attendance Specialist I	11
Attendance Specialist I - Bilingual	11
Attendance Specialist II - District	14
Attendance Specialist II - School	13
Baker	9
Benefits Technician	16
Bookkeeper - High School	15
Bus Attendant	9
Bus Driver	15
Bus Driver Instructor	17
Classification	Range
Instructional Support Specialist III	16
Laundry Worker	6
Lead Campus Safety Coordinator	13
Lead Custodian I	14
Lead Custodian II	15
Lead Energy Management Specialist	29
Lead Grounds Specialist	15
Lead Vehicle Mechanic	20
Library Technician I	13
Library Technician II	14
Licensed Vocational Nurse	17
Maintenance Specialist I	12
Maintenance Specialist II	15
Maintenance Specialist III	18
Maintenance Specialist IV - Alarm Technician	21
Maintenance Specialist IV - Electrician	21
Maintenance Specialist IV - Locksmith	21
Network Engineer	30
Nutrition Assistant	8
Nutrition Assistant Supervisor I	10
Nutrition Assistant Supervisor II	11
Nutrition Supervisor I	13
Nutrition Supervisor II	14
Occupational Therapist	29
Office Coordinator I	15
Office Coordinator I - Bilingual	15
Office Coordinator II	16
Office Coordinator II - Bilingual	16
Office Coordinator III	17
Office Coordinator III - Bilingual	17

Classification	Range
Buyer	18
Campus Safety Coordinator	12
Career Information Specialist	11
Certified Occupational Therapy Assistant	22
Child Advocate	10
Child Care Provider	9
Custodian I	11
Custodian II	12
Delegated Behind The Wheel Driver/Trainer	15
Dispatcher/Route Analyst	18
District Information Specialist/Data Analyst	17
District Receptionist	11
District Receptionist - Bilingual	11
District Student Information Specialist	17
Energy Management Specialist I	22
Energy Management Specialist II	25
Fire/Life Safety Technology Specialist	25
Grounds Specialist I	12
Grounds Specialist II	13
Health Care Technician	13
Health Compliance Clerk	12
Information System Programmer Analyst	29
Information Technology Specialist I	18
Information Technology Specialist II	21
Information Technology Specialist III	24
Inst Support Specialist I - Intervention Program	10
Inst Support Specialist I - Sp Ed	10
Instructional Support Assistant	7
Instructional Support Specialist I	9
Instructional Support Specialist II	12
Instructional Support Specialist III	16
Classification	Range
Paraprofessional I	10
Paraprofessional I - Bilingual	10
Paraprofessional I - Intervention Program	11
Paraprofessional I - Intervention Program - Bilingual	11
Paraprofessional I - Sp Ed	11
Paraprofessional I - Sp Ed - Bilingual	11
Paraprofessional II	13
Paraprofessional II - Bilingual	13
Paraprofessional III	17
Paraprofessional III - Bilingual	17
Payroll/Benefits Technician	21
Preschool Assistant	9
Preschool Instructor	13
Preschool Instructor - Bilingual	13
Preschool Site Supervisor	16
Preschool Site Supervisor - Bilingual	16
Preventative Maintenance Lead	22
Program Technician	13
Program Technician - Bilingual	13
Purchasing Technician	16
Registration Specialist I	12
Registration Specialist I - Bilingual	12
Registration Specialist II	16
Reprographics Assistant	11
Reprographics Services Coordinator	15
School Activities Specialist	11
School Administrative Clerk I	9
School Administrative Clerk II	12
School Administrative Clerk II - Bilingual	12
Sign Language Interpreter I	22

Classification	Range
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	1
No Classifications at this range	2
No Classifications at this range	3
No Classifications at this range	5
No Classifications at this range	26
No Classifications at this range	27



**Woodland Joint Unified School District
2018 – 2019 Salary Schedule – Hourly Rates
Classified Employees (CSEA Bargaining Unit)**

Range	1	2	3	4	5	6	7
6	11.23	11.80	12.38	13.00	13.65	14.33	15.04
7	11.80	12.38	13.00	13.65	14.33	15.04	15.81
8	12.38	13.00	13.65	14.33	15.04	15.81	16.58
9	13.00	13.65	14.33	15.04	15.81	16.58	17.43
10	13.65	14.33	15.04	15.81	16.58	17.43	18.31
11	14.33	15.04	15.81	16.58	17.43	18.31	19.20
12	15.04	15.81	16.58	17.43	18.31	19.20	20.16
13	15.81	16.58	17.43	18.31	19.20	20.16	21.17
14	16.58	17.43	18.31	19.20	20.16	21.17	22.25
15	17.43	18.31	19.20	20.16	21.17	22.25	23.34
16	18.31	19.20	20.16	21.17	22.25	23.34	24.51
17	19.20	20.16	21.17	22.25	23.34	24.51	25.72
18	20.16	21.17	22.25	23.34	24.51	25.72	27.01
19	21.17	22.25	23.34	24.51	25.72	27.01	28.37
20	22.25	23.34	24.51	25.72	27.01	28.37	29.78
21	23.34	24.51	25.72	27.01	28.37	29.78	31.27
22	24.51	25.72	27.01	28.37	29.78	31.27	32.83
23	25.72	27.01	28.37	29.78	31.27	32.83	34.47
24	27.01	28.37	29.78	31.27	32.83	34.47	36.19
25	28.37	29.78	31.27	32.83	34.47	36.19	38.01
26	29.78	31.27	32.83	34.47	36.19	38.01	39.91
27	31.27	32.83	34.47	36.19	38.01	39.91	41.89
28	32.83	34.47	36.19	38.01	39.91	41.89	44.01
29	34.47	36.19	38.01	39.91	41.89	44.01	46.22
30	36.19	38.01	39.91	41.89	44.01	46.22	48.52

**.25% Increase Effective 7/1/2018
Board Approved 9/27/2018**



**Woodland Joint Unified School District
2018 – 2019 Salary Schedule – Monthly Rates
Classified Employees (CSEA Bargaining Unit)**

Range	1	2	3	4	5	6	7
6	1,945.00	2,043.00	2,145.00	2,252.00	2,365.00	2,484.00	2,609.00
7	2,043.00	2,145.00	2,252.00	2,365.00	2,484.00	2,609.00	2,738.00
8	2,145.00	2,252.00	2,365.00	2,484.00	2,609.00	2,738.00	2,874.00
9	2,252.00	2,365.00	2,484.00	2,609.00	2,738.00	2,874.00	3,020.00
10	2,365.00	2,484.00	2,609.00	2,738.00	2,874.00	3,020.00	3,171.00
11	2,484.00	2,609.00	2,738.00	2,874.00	3,020.00	3,171.00	3,328.00
12	2,609.00	2,738.00	2,874.00	3,020.00	3,171.00	3,328.00	3,496.00
13	2,738.00	2,874.00	3,020.00	3,171.00	3,328.00	3,496.00	3,669.00
14	2,874.00	3,020.00	3,171.00	3,328.00	3,496.00	3,669.00	3,855.00
15	3,020.00	3,171.00	3,328.00	3,496.00	3,669.00	3,855.00	4,047.00
16	3,171.00	3,328.00	3,496.00	3,669.00	3,855.00	4,047.00	4,249.00
17	3,328.00	3,496.00	3,669.00	3,855.00	4,047.00	4,249.00	4,462.00
18	3,496.00	3,669.00	3,855.00	4,047.00	4,249.00	4,462.00	4,685.00
19	3,669.00	3,855.00	4,047.00	4,249.00	4,462.00	4,685.00	4,918.00
20	3,855.00	4,047.00	4,249.00	4,462.00	4,685.00	4,918.00	5,162.00
21	4,047.00	4,249.00	4,462.00	4,685.00	4,918.00	5,162.00	5,421.00
22	4,249.00	4,462.00	4,685.00	4,918.00	5,162.00	5,421.00	5,693.00
23	4,462.00	4,685.00	4,918.00	5,162.00	5,421.00	5,693.00	5,976.00
24	4,685.00	4,918.00	5,162.00	5,421.00	5,693.00	5,976.00	6,277.00
25	4,918.00	5,162.00	5,421.00	5,693.00	5,976.00	6,277.00	6,589.00
26	5,162.00	5,421.00	5,693.00	5,976.00	6,277.00	6,589.00	6,918.00
27	5,421.00	5,693.00	5,976.00	6,277.00	6,589.00	6,918.00	7,266.00
28	5,693.00	5,976.00	6,277.00	6,589.00	6,918.00	7,266.00	7,629.00
29	5,976.00	6,277.00	6,589.00	6,918.00	7,266.00	7,629.00	8,010.00
30	6,277.00	6,589.00	6,918.00	7,266.00	7,629.00	8,010.00	8,410.00

**.25% Increase Effective 7/1/2018
Board Approved 9/27/2018**

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 his/her 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 IMPLEMENTATION
PLAN AND TIMELINE**

APPENDIX C

Compensation Committee Implementation Plan and Timeline (Standard for Determining the Desired Level of Total Compensation)

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

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

The Committee recommends that the following nine (9) Districts and two (2) Employers be used for comparables based on size, Revenue Limit, 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
University of California, Davis
City of Woodland
City of Davis

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 7 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, 4, 7). 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/agencies 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 be 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 – At this time longevity is incorporated into the salary schedule, however, if/when the existing salary schedule is restructured (potentially less steps), then longevity bonus or percentages which are paid on top of the salary schedule would be compared. Also, determine how "comparables" are paying longevity (stipends, etc.).
- F) Job Descriptions/Duties – The District will obtain job descriptions from other District/agencies 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 January 15 of each year, complete research and analysis of comparable districts.
- By February 1 of each year, forward report to the CSEA/WJUSD bargaining team for subsequent year negotiations.

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

**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 his or her 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.