

CLASSIFIED EMPLOYEE CONTRACT

between the

WHEATLAND SCHOOL DISTRICT

and the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its WHEATLAND CHAPTER #626**

Ratification through June 30, 2019

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PREAMBLE

This agreement is by and between the Wheatland School District, hereinafter referred to as the District, and the California School Employees Association and its Wheatland Elementary Chapter #626 or its successors, hereinafter referred to as CSEA.

The purpose of this Agreement is to promote the improvement of personnel-management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE 1 RECOGNITION

1.1 Acknowledgment : The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix “A,” attached hereto and incorporated by reference as a part of this Agreement.

1.2 New Classified Positions :

1.2.1 All newly created classified positions, except those that lawfully are certificated, management, confidential, or supervisory, shall be assigned to the bargaining unit.

1.2.2 Also excluded are positions that lawfully are assigned to the bargaining unit which was established by PERB Board Decision No. 1434 issued on May 4, 2001 and represented by the Wheatland Elementary School Secretaries (WESS).

ARTICLE 2 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

2.1 General Provisions

- 2.1.1 Except as required by law, each employee covered by this Agreement shall either join CSEA or pay a service fee to CSEA.
- 2.1.2 CSEA and the District agree to furnish the other with any information needed to fulfill the provisions of this Article.

2.2 Membership in CSEA

- 2.2.1 Except as provided in Sections 2.3 and 2.4 below, members of the bargaining unit shall apply for CSEA membership within thirty (30) calendar days of employment.
- 2.2.2 A covered employee who is a member of CSEA, or who has applied for membership in CSEA, shall sign and deliver to the District a form authorizing deduction of CSEA membership dues, representation fees, and general assessments. Such authorization, once provided, continues in effect from year to year unless revoked in writing.
- 2.2.3 Pursuant to such authorization, the District shall deduct the appropriate amounts from the employee’s pay in the amounts specified by CSEA.

2.3 Service Fee

- 2.3.1 Each employee covered by this Agreement who fails to acquire or maintain membership in CSEA as provided in Section 2.2 of this Article shall be required to pay to CSEA a service fee.

- (a) The service fee shall be in the amount designated by CSEA and paid directly to CSEA.
- (b) If such employee fails to pay the service fee directly to CSEA, the District, upon notification from CSEA, shall deduct service fees from the salary of such employee each month as long as such deductions are permitted by law.

2.3.2 Hold Harmless

- (a) CSEA agrees to indemnify the District and hold it harmless against any court action and/or administrative action challenging the legality or constitutionality of the service fee provisions of this Agreement or their implementation. Indemnification/hold harmless specifically includes, but is not limited to, reasonable legal fees and

costs.

- (b) CSEA agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced above.

2.4 Religious Beliefs

2.4.1 Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join (see Section 2.2) or financially support CSEA (see Section 2.3) as a condition of employment. Such employee shall, however pay sums equal to such service fee to one of the following non-religious, non-labor, charitable funds exempt from taxation under Section 501/c (3) of Title 26 of the Internal Revenue Code in lieu of a service fee:

- United Fund
- American Cancer Society
- American Heart Association

2.4.2 Such payment shall be made on or before October 15 of each school year.

2.4.3 Proof of payment pursuant to paragraph 2.4.2 above shall be provided each year to the District and to CSEA as a condition of continued exemption from the provisions of paragraph 2.2 and 2.3 of this Article.

- (a) Acceptable proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made.

- (b) Such proof shall be presented on or before October 15 of each school year.

2.5 Miscellaneous Payroll Deductions

Upon written request from CSEA, and upon approval by the District, the District shall deduct from the salary of any classified employee and make appropriate remittance for annuities, approved credit unions, and/or other programs.

ARTICLE 3 EMPLOYEE RIGHTS

- 3.1 Personnel Files:
 - 3.1.1 A personnel file for each employee shall be maintained at the District’s central administrative office.
 - 3.1.2 An employee shall have the right at any reasonable time to examine any material from the employee’s personnel file, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. The employee shall have the right to review any derogatory material prior to its placement in his/her personnel file.
 - 3.1.3 All personnel files shall be kept in confidence and shall be available for inspection to other employees of the District only when actually necessary in the proper administration of the District’s affairs or the supervision of the employee.
- 3.2 Probationary Period: The probationary period for members of the bargaining unit shall not exceed twelve (12) months.
- 3.3 Evaluation: The following guidelines are to assist the principal or supervisor to evaluate the employee’s performance and to provide an opportunity to discuss the employee’s effectiveness in a positive two-way communication.
 - 3.3.1 Procedures for evaluation of classified employees: Evaluations for all regular and probationary classified employees shall be made at a specified time during the work year. The evaluations shall be reported to the Superintendent on appropriate forms and placed in the employee’s personnel file.
 - 3.3.1.1 The evaluation report for all probationary employees shall be submitted within sixty (60) days of the employment date and again at the conclusion of the fifth (5th) month. Employees must review and sign their evaluation forms before they are submitted to the Superintendent or designee by the principal or supervisor.
 - 3.3.1.2 The evaluation report for all permanent employees shall be submitted between January 1 and April 30 of each fiscal year. Permanent employees must review and sign their evaluation forms before they are submitted to the Superintendent by the principal or supervisor. An unsatisfactory evaluation may be followed by a subsequent evaluation within sixty (60) days.

- 3.3.1.3 The evaluation report must be prepared by the person having overall responsibility for the direction of the employee. Evaluations shall be based upon the direct observation and knowledge of the evaluator. However, where desirable, the evaluator may request input of other staff members directly associated with the employee. Areas where “needs improvement” or “unsatisfactory” are checked must be accompanied with a written comment by the evaluator.
- 3.3.1.4 No evaluation of any employee shall be placed in any personnel file without an opportunity being given for discussion between the employee and the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation.

ARTICLE 4 HOURS AND OVERTIME

- 4.1 Titles of Positions: Each classified position shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year.

- 4.2 Workweek: The workweek shall vary in accordance with the employee’s assignments as determined by the District. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 4.6.

- 4.3 Workday: The length of the workday shall be designated by the District for each classified assignment.

- 4.4 Rest Periods:
 - 4.4.1 Employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the following rates:
 - 4.4.1.1 Employee works at least three (3) consecutive hours, but less than four (4) hours, a break of ten (10) minutes.
 - 4.4.1.2 Employee works at least four (4) consecutive hours, but less than seven (7) hours, a break of fifteen (15) minutes (plus a meal break as appropriate).
 - 4.4.1.3 Employee works at least seven (7) consecutive hours, but less than eight (8) hours, a break of fifteen (15) minutes and a break of ten (10) minutes (plus a meal break as appropriate).
 - 4.4.1.4 Employee works eight (8) hours, two breaks of fifteen (15) minutes each (plus a meal break as appropriate).
 - 4.4.2 Rest periods shall be scheduled at times established by the immediate supervisor.
 - 4.4.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

- 4.5 Meal Breaks:
 - 4.5.1 A duty-free, unpaid meal period of not less than thirty (30) minutes shall be provided to each bargaining unit member who works more than five (5) consecutive hours in one (1) day. When a work period of not more than six (6) consecutive hours will complete the employee’s work day, the meal period may be waived by mutual consent of the employee and the District.

- 4.5.2 The lunch period shall be scheduled by the supervisor at a time consistent with the efficient operation of the district. In the case of a full-time bargaining unit member, this will normally be at or near the midpoint of the work shift.
- 4.6 Voting Time Off: If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- 4.7 Overtime: Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay. Overtime is defined to include any time worked in excess of eight (8) hours in one day and in excess of forty (40) hours in any calendar week, whether or not such hours are worked prior to the commencement of a regular assigned quitting time.
- 4.7.1 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 ½) times the regular rate of pay (i.e. the employee's regular pay plus one and one-half (1 1/2) time holiday premium pay).
- 4.8 Compensatory Time Off: Employees who are officially authorized to work overtime are paid according to the District policy governing such payments. Except as regulated by federal and state law, employees may elect to have compensatory time off to compensate for overtime. Compensatory time off cannot be accumulated for more than forty (40) hours. The compensatory time off may be used only with the prior approval of the employee's supervisor, and must be used within twelve (12) months.
- 4.9 Minimum Call in Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours at the appropriate rate of pay under this Agreement.
- 4.10 Standby Time: All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 4.10.1 Bus Drivers required to work another bus run after their normal day's assignment has been completed shall be assigned other job-related duties when there is less than a one (1) hour interval between bus runs.
- 4.11 Call Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

ARTICLE 5 PAY AND ALLOWANCES

- 5.1 Regular Rate of Pay: The regular rate of pay for each position shall be in accordance with the rates established for each classification.
 - 5.1.1 The District shall pay longevity pay in the amounts indicated on the attached salary schedule (prorated by months of service) beginning July 1st after the completion of:
 - 5.1.1.1 eleven (11) full years of service
 - 5.1.1.2 sixteen (16) full years of service
 - 5.1.1.3 twenty-one (21) full years of service
 - 5.1.1.4 twenty-four (24) full years of service
- 5.2 Paychecks: All regular paychecks of employees shall be itemized to include all deductions. This itemization requirement shall be subject to any limitations imposed by the District’s payroll processing agency.
- 5.3 Frequency: All employees shall be paid once each month in accordance with District policy.
- 5.4 Payroll Errors: If monies were paid to an employee in excess of the appropriate amount due the employee, the employee is liable and responsible for repayment of the monies owed to the District. The employee shall bring the overpayment to the attention of the District Payroll Clerk as soon as it is discovered by the employee. When the District discovers the error, the Payroll Clerk shall notify the employee in writing of the amount and nature of the overpayment. Following a meeting between the employee and the payroll secretary, overpayments shall be deducted from future salary warrants due the employee. Repayment schedules by the employee should be mutually agreed upon by the employee and the District. If an agreement cannot be reached the District will determine the deduction amount from each check. However, any one deduction shall not exceed twenty percent (20%) of the net amount of an employee’s monthly pay check.
- 5.5 Mileage: Any employee required by his/her immediate supervisor to use his/her vehicle on District business shall be reimbursed at the rate established by District Travel and Conference Policy for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee’s normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.
- 5.6 Salary Schedule: The salary schedule is attached as Appendix “B.”

5.7 PERS “Pickup”: The purpose of this Section 5.7 is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the District on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2), contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee. Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

5.7.1 Definitions: Unless the context otherwise requires, the definitions in this Section govern the construction of this Section.

5.7.1.1 “Employees.” The term “employees” shall mean those employees in the bargaining unit who make employee contributions to the PERS retirement system.

5.7.1.2 “Employee Contributions.” The term “employee contributions” shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees’ accounts.

5.7.1.3 “Employer.” The term “employer” shall mean the District.

5.7.1.4 “Gross Income.” The term “gross income” shall mean the total compensation paid to employees in the bargaining unit by the District as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

5.7.1.5 “Retirement System.” The term “retirement system” shall mean the PERS retirement system as made applicable to the District under the provisions of the Public Employee’s Retirement Law.

5.7.1.6 “Wages.” The term “wages” shall mean the compensation prescribed in this Agreement.

5.7.2 Pick Up of Employee Contributions

5.7.2.1 Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the

United States. Such contributions are being made by the employer in lieu of employee contributions.

5.7.2.2 Employee contributions made under Paragraph 5.7.2.1 of this Section shall be paid from the same source of funds as used in paying the wages to affected employees.

5.7.2.3 Employee contributions made by the employer under Paragraph 5.7.2.1 of this Section shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Article.

5.7.2.4 The employee does not have the option to receive the employer contributed amounts paid pursuant to the agreement directly instead of having them paid to the retirement system.

5.7.3 Wage Adjustment

Notwithstanding any provisions in existing pay agreements, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

5.7.4 Limitation to Operability and Liability

This Section shall be operative only as long as the District pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code and so long as no administrative cost is assessed to the District by the county office of education to cover costs of implementing this procedure. In addition, should any liability for employee contributions by the employer ever be assessed against the District by the Internal Revenue Service, CSEA, and its Wheatland Elementary Chapter 626 and each employee to whom such an assessment would be related agree to defend and hold the District harmless for any such liability.

5.8 New Employee Step Placement:

For placement on the salary schedule, like experience in the public schools will be credited on a year for year basis for a maximum of two (2) years (Step 3 on the salary schedule). The District reserves the right to place new employees on a higher step on the classified schedule at their discretion based on experience.

5.9 “Back-Up” Driver License Stipend:

Unit members who possess a School Bus Driver Certificate, and who agree to serve as “back-up” or “alternate” Bus Drivers shall receive a stipend for such service. The stipend shall be:

5.9.1. Fifty Dollars (\$50.00) per month for the ten (10) primary months in the student attendance year (Five Hundred Dollars (\$500.00) per fiscal year).

5.9.1.1 paid in any month in which the employee rendered service to the District on not less than fifty percent (50%) of the school days in that month and was available for assignment.

5.9.2 A “back-up” driver shall be available to drive routes and/or trips as assigned by the District. Trips, however, shall first be offered to “regular” drivers in accordance with Section 17.2. Hours driven shall be paid at the employee’s regular rate of pay, or the Bus Driver rate, whichever is higher.

5.9.2.1 Annually, prior to July 1, unit members receiving the stipend may elect to withdraw from the “back-up” driver list and cease to receive the stipend for the coming fiscal year.

5.9.3 The District shall fund three (3) “back-up” driver stipends. Additional stipends may be funded at District discretion.

5.9.3.1 Should more than three (3) apply, and the District elects not to fund all, selection shall be based on seniority.

5.9.3.2 Stipends shall not be paid to any employee assigned a home-to-school route nor to any employee whose classification requires possession of a School Bus Driver’s Certificate as a condition of continued employment.

5.10 Special Education Para Educators that work 5 hours or more per day and are required to cover the classroom for a day (when the Teacher is not present and no substitute is provided) will be compensated \$40 per day

ARTICLE 6 EMPLOYEE EXPENSES AND MATERIALS

- 6.1 Safety Equipment: Should the employment duties of an employee reasonably require the use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.

- 6.2 Purchase of Special Equipment, Clothing, Etc.: When the purchase of special clothing, equipment, emblems, or cards are required by the District for continued employment, the costs will be borne by the District.

- 6.3 Medical Certification: Medical certification required for continued employment will be paid for by the District.

ARTICLE 7 EMPLOYEE BENEFITS

**WHEATLAND SCHOOL DISTRICT HEALTH AND WELFARE BENEFITS
FOR ACTIVE EMPLOYEES CSEA**

1. Dental

The District shall provide full-time employees and dependents with a dental plan.

2. Vision Care Plan

The District shall provide full-time employees and dependents with a vision care plan.

3. Medical

Subject to lawful rules of the insurance provider (currently CVT), an eligible employee may choose any of the medical plans that are offered by the carrier and have been selected by CSEA.

4. Part-Time Employees

Part-time unit members may participate in the District group medical, vision and dental plans, subject to the following:

- a. Upon proper application by a part-time unit member, the District shall pay a pro-rated portion of the premium.
- b. The employee must be at least 0.5 FTE (which is one thousand forty [1,040] annual hours in his/her base assignment).
 - 1) 1.0 FTE is eight (8) hours per day, five (5) days per week and twelve (12) months per year (which is two thousand eighty [2,080] annual hours in his/her base assignment).
 - 2) Newly hired persons, or current employees who subsequently become eligible for a District contribution for insurances after June 14, 2000, shall receive a pro-rated District contribution. The pro-rating shall be based on hours per day, days per week and days per year. (For purposes of this calculation, a year is two hundred sixty (260) days.)
 - 3) Subject to rules of the insurance provider, an employee who is pro-rated will have the option to decline benefits and will, therefore, incur no cost. Such employees shall not receive a District contribution for insurances.
- d. Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the employee through payroll deduction.

5. Required District Contribution for Premiums

- a. For 2017/18 - The Required District annual contribution for a full-time employee for the benefits set forth in Sections 1., 2., and 3. above shall not exceed Eleven Thousand Dollars (\$11,000) (Nine Hundred Sixteen Dollars and sixteen Cents (\$916.66) per month).
- b. For 2018/19 and beyond - The Required District annual contribution for a full-time employee for the benefits set forth in Sections 1., 2., and 3. above shall not exceed Twelve Thousand Dollars (\$12,000) (One Thousand Dollars (\$1000) per month).
- c. A person employed on June 14, 2000, who was receiving benefits on that date, shall not be pro-rated as set forth in Section 4. above.
- d. Should the plan(s) cost more than the District's required contribution, each covered employee shall sign a payroll deduction form and pay the difference by payroll deduction.

6. IRC Section 125 Plan "Loading"

- a. An employee referenced in Paragraph 5.b. who is less than full-time and who elects not to enroll in the medical, dental and vision plans shall be entitled to receive fifty percent (50%) of the District's contribution in his/her IRC 125 Plan.
- b. If the plans selected by the employee cost less than the District's required contribution, the employee may either add other benefits available to unit members through the District's 125 Plan administrator, or receive the difference as a "health and welfare addendum" to his/her monthly paycheck.

**WHEATLAND SCHOOL DISTRICT
CLASSIFIED RETIREMENT INCENTIVE**

A. Eligibility

1. To be eligible for this program the employee must:
 - a. Have completed fifteen (15) consecutive years of service, four (4) hours or more per day, in the Wheatland School District immediately prior to retirement.
 - b. Have reached the age of fifty-five (55) or more at the time of retirement.
 - c. Not have passed his/her sixty-fourth (64th) birthday at the beginning of retirement.
2. For purposes of this plan only, a period of unpaid medical leave shall not be considered a break in full-time service.
3. The plan will become effective at the time of adoption by the Board and shall not be retroactive to include prior employees who are presently retired.

B. Eligibility Period

1. The retiring employee will be eligible for the District-paid health benefits, which he/she had been receiving while employed, during early retirement only between the ages of fifty-five (55) and his/her sixty-fifth (65th) birthday. Benefits provided by the District will be for a period of five (5) years, or until the retiree is sixty-five (65) years of age, whichever comes first.
2. An employee hired after June 30, 2000, who otherwise meets the eligibility requirements, will receive the District contribution for a sixty (60) month period between the age of fifty-five (55) and Medicare-age eligibility.

C. Benefits

1. Health benefits provided in this plan will include only the same coverage as provided for active employees.
2. Benefits will be provided for all qualified dependents of the retiring employee.
3. In a case in which the retiree predeceases a spouse and the spouse would have otherwise been covered, the same benefits will be continued for the spouse until the time at which the retiree's benefits would have terminated. These benefits provided for the surviving spouse will be canceled if the spouse remarries before the normal benefit termination date.

4. Benefits Beyond Age Sixty-Five (65) at Retiree's Expense: Those benefits which may normally be continued beyond age sixty-five (65) when a retiree pays his/her own premiums will be available to the retiree under those conditions. Availability and procedures will be subject to regulations of the insurance carriers.

D. Procedure

1. The employee must submit a letter of retirement to the Superintendent no later than thirty (30) days prior to the effective date of retirement.
2. After the retirement letter has been accepted by the District, a contract will be written to provide these benefits.
3. Subsequent contract years shall begin on the same date as the first retirement incentive contract year.
4. The employee taking advantage of the provisions of this plan will not be eligible for reemployment in the Wheatland School District on a full-time basis.

E. Required District Contribution for Premiums

1. The required annual contribution for the benefits set forth in Appendix C, sections 1., 2., and 3., above shall not exceed Four Hundred Dollars (\$400.00) per month.
2. Should the plan(s) cost more than the District's required contribution, each covered retiree shall pay the difference in advance to the District Office. Failure to prepay the difference shall result in permanent cancellation of eligibility.

- 7.2 Retired Employees: The District shall provide each unit member who retires during the term of this Agreement with health and welfare benefits in accordance with Appendix "D".

ARTICLE 8 HOLIDAYS

8.1 Scheduled Holidays:

- 8.1.1 New Year's Day
- 8.1.2 Martin Luther King, Jr.'s Birthday
- 8.1.3 Lincoln's Birthday - The District may obtain such waiver for a replacement day as it deems appropriate.
- 8.1.4 Washington's Birthday
- 8.1.5 Memorial Day - last Monday in May
- 8.1.6 Independence Day - July 4
- 8.1.7 Labor Day - first Monday in September
- 8.1.8 Admission Day - The in-lieu holiday for Admission Day will be taken on the Wednesday before Thanksgiving.
- 8.1.9 Veterans' Day
- 8.1.10 Thanksgiving - fourth Thursday and
- 8.1.11 the following Friday in November
- 8.1.12 the last workday before Christmas
- 8.1.13 Christmas Day
- 8.1.14 If December 25 falls on a Saturday, the preceding Friday, December 24, shall be observed as the holiday, and the preceding Thursday, December 23, as an additional holiday. If December 25 falls on a Sunday, the following Monday, December 26, shall be observed as the holiday, and the following Tuesday, December 27, as an additional holiday.

8.2 Declaration of Holiday: Any day declared by the President of the United States, or the Governor of this State, for a public fast, or holiday in accordance with Education Code section 37220, Subdivision (b) and (c), or any other day declared a holiday by the District's Governing Board in accordance with Education Code section 37220(a) (13) shall be a paid holiday for classified employees.

8.3 Holiday Eligibility: A unit member must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

8.3.1 Unit members who are not normally assigned to duty during a recess period (e.g. winter break or spring break) shall be paid for holidays occurring during the break provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

8.3.2 Unit members not normally assigned to duty during the summer shall be paid for holidays occurring during that period provided they actually rendered service on the working day immediately preceding or succeeding the holiday.

8.4 Holidays on Saturday or Sunday:

8.4.1 Notwithstanding Section 8.1.14 above, when a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

8.4.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

8.5 Holiday Occurring While Working Alternative Schedule

8.5.1 Any Holiday that occurs while an employee is working an alternative schedule, the employee shall receive the holiday paid at a day for a day rate (Example: If the employee is scheduled to work 4/10's and they would have worked a 10-hour day then the employee shall receive 10 hours of pay for the holiday)

ARTICLE 9 VACATION PLAN

- 9.1 Vacation Accrual: Any employee who is employed full-time is allowed working days of vacation according to the schedule below:
- 9.1.1 If an employee works less than a full year, his/her vacation is prorated on the basis of the time worked.
- 9.1.2 Employees earning vacation time from July 1 to June 30 must take the earned vacation time prior to the end of the Winter Break of the succeeding school year.
- (a) The District may require vacation time to be taken off and may schedule same, though the employee’s wishes will be considered.
- (b) Any accrued vacation time not taken off by the end of the Winter Break shall be paid for by the District and deleted from the records.
- 9.1.3 If a holiday falls within an employee’s vacation period, it shall not be charged against the employee’s vacation time.
- 9.1.4 Vacation time will accrue on the following schedule for a twelve (12) month employee:
- (a) Year 1 through Year 6 – twenty (20) days
- (b) Beginning Year 6 – Year 10 – Twenty-five (25) days
- (c) Starting Year 11 – Thirty (30) days
- (d) Vacation is preloaded for the employees on July 1 each year. An employee may use the preloaded vacation, however, if the employee separates from the district prior to accruing all their earned vacation, they will be docked for the days not accrued.
- 9.2 Eligibility: All employees a part of the classified service shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis – July 1 - June 30. An employee hired after July 1 will have his/her vacation time prorated for the first partial year.
- 9.3 Vacation Pay: Pay for vacation days shall be the same as that which the employee would have received had he/she been in a working status.
- 9.4 Vacation Pay Upon Termination: When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the

effective date of the termination.

- 9.5 Vacation Scheduling: Vacations shall be scheduled at a time requested by the employee so far as possible within the District's work requirements.
- 9.6 Vacation for Probationary Employees: Probationary employees shall earn vacation in accordance with the schedule set forth in 9.1.4.
 - 9.6.1 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
 - 9.6.2 Absent extraordinary circumstances, no probationary employee shall schedule or use vacation during a probation period. In extraordinary circumstances, however, the Superintendent may authorize a "prior use." Such usage is at the sole discretion of the Superintendent.

ARTICLE 10 LEAVES

- 10.1 Bereavement Leave: Every classified employee shall be entitled to four (4) days of paid leave of absence, or five (5) days if travel of four hundred (400) miles or out of State is involved, on account of death of any member of his immediate family.
 - 10.1.1 This leave shall not be deducted from his sick leave.
 - 10.1.2 Bereavement Leave shall be used before Personal Necessity Leave days are used.
 - 10.1.3 Bereavement Leave is not cumulative and is granted in addition to sick leave.
 - 10.1.4 It shall be allowed for the death of a member of his/her immediate family defined as mother, mother-in-law, stepmother, father, father-in-law, stepfather, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, grandchild, grandfather, grandmother, son-in-law, daughter-in-law of the employee and spouse or any relative or person under the guardianship living in the immediate household of the employee.
 - 10.1.5 The Superintendent may grant, upon written request of an employee, application of the provision, to persons other than those listed in 10.1.4.

- 10.2 Legal Leave: A classified employee shall be entitled to as many days of paid leave as are necessary for appearances under subpoena or on jury duty. When a classified employee is notified to appear for possible jury duty and is not impaneled by the Court, he/she shall return to regular duty assignment for the day if four (4) or more hours remain in the normal daily schedule.

- 10.3 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. With respect to Active Duty orders that will impact an employee's work calendar, the employee:
 - 10.3.1 Shall inform the District Office and his/her immediate supervisor of pending orders as soon as he/she becomes aware that they will be issued; and
 - 10.3.2 Shall present a copy of the orders to the District Office and the employee's immediate supervisor as soon as reasonably possible after receipt.

- 10.4 Sick Leave: Twelve (12) working days of sick leave per year, with pay, are allowed to regular full-time employees for the employee's absence due to illness or injury.
 - 10.4.1 Sick leave is cumulative without limit.

- 10.4.2 The sick leave allowance for an employee who works less than a full calendar year and less than full time is prorated according to time worked.
 - 10.4.3 A new employee is not eligible to take more than one-half (½) his/her annual sick leave allowance during the first six (6) months of service.
 - 10.4.4 An employee requesting sick leave may be required to submit proof of illness in writing at the request of the District.
 - 10.4.5 Days of accumulated sick leave may be used for disabilities caused by pregnancy, childbirth, or miscarriage when an employee shows certification by her physician that she is incapable of performing her duties for the District.
 - 10.4.6 Sick Leave is preloaded for the employees on July 1 each year. An employee may use the preloaded vacation, however, if the employee separates from the district prior to accruing all their earned vacation, they will be docked for the days not accrued
- 10.5 Industrial Leave - Accident or Illness : Permanent classified employees are entitled to sixty (60) working days industrial leave during each fiscal year.
- 10.5.1 Industrial leave is not cumulative from year to year.
 - 10.5.2 Industrial leave shall commence on the first (1st) day of absence.
 - 10.5.3 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Laws of this State, exceed the normal wage for the day.
 - 10.5.4 The industrial leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.
 - 10.5.5 Such leave shall not exceed sixty (60) working days for the same illness or injury regardless of the overlapping fiscal years.
 - 10.5.6 Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
 - 10.5.7 When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
 - 10.5.8 The industrial accident or illness leave of absence is to be used in lieu of entitlement under Article 10.4 of the Classified Employee Contract. When

entitlement to industrial accident or illness leave has been exhausted, sick leave followed by difference pay leave (Paragraph 10.8), if available, will then be used; but if an employee is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.

- 10.5.9 Any employee receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

10.6 Personal Necessity Leave:

- 10.6.1 During any school year an employee may use, at his/her election, not more than five (5) days of accumulated sick leave, in the following:

10.6.1.1 Death of a member of his or her immediate family when additional leave is required beyond that provided in Section 10.1.

10.6.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

10.6.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

10.6.1.4 Up to five (5) days may be utilized by an employee to care for an ill spouse, child or parent.

10.6.1.5 Such other reasons which may be approved by the Superintendent.

- 10.6.2 The employee shall not be required to secure advance permission. The employee shall, however, provide as much advance notice to his/her supervisor as is possible of his/her need to use personal necessity leave. Should an employee need to exercise his/her option under this section, he/she shall contact the principal and/or his/her immediate supervisor by telephone within twenty-four (24) hours of the time he/she has absented himself from his/her duties. At that time, the employee will explain the emergency which necessitated his absence. The District Superintendent, or his/her designated agent, will determine the validity of the excuse. If the excuse is within parameters established by this section, the leave shall be approved. If not, the employee will be docked for the days of absence.

- 10.7 Discretionary Leave: A maximum of five (5) days of sick leave each school may be taken as discretionary leave at the option of the employee. Any days taken as

discretionary leave shall be deducted from accumulated sick leave. No advance permission is required except the normal procedures for securing a substitute, or notifying the District of an absence, should be followed. As much advance notice as reasonably possible shall be provided to ensure continuity of education to students.

10.8 Difference Pay: If the employee has utilized all of his/her accumulated sick leave and is absent on account of illness or accident for five (5) months or less, then the amount of salary deducted during that period shall not exceed the District's daily rate for substitutes (first step on salary schedule). It is understood that the District only makes the deduction when a substitute is actually hired. District reserves the right to require medical verification. Consistent with the statute providing this benefit and attorney general opinions interpreting it, the five (5) month period commences to run upon the first day of absence due to illness/injury.

10.9 FMLA and CFRA: The District shall provide each bargaining unit member with leave in accordance with State (Government Code section 12945.2) and/or Federal (PL 103-3) Family and Medical Leave Acts.

10.9.1 A summary of the current provisions of these laws, and related District policy, is available in the District office. For purposes of eligibility, the District utilizes a rolling twelve (12) month period measured backward from the date the employee uses any FMLA/CFRA leave.

10.9.2 Other leaves granted pursuant to this Agreement, if they duplicate a leave mandated by the statutes set forth in Section 10.9, shall satisfy the District's obligation under these statutes.

10.10 Association Leaves: The Association may utilize up to a total of ten (10) days each school year for a unit member(s) to (1) attend local and state conferences or (2) to conduct other business related to the Association that has, as a core value, improving employer/employee relations between the District and CSEA.

10.10.1 These representatives shall be excused from duties upon:

- a. designation by the Chapter President; and
- b. twenty-four (24) hour advance notification to the Superintendent or his/her designee.

10.10.2 Except in extraordinary circumstances, and with the Superintendent's approval, these days shall not be used for local chapter matters.

10.10.3 These shall be paid days of release not charged to any employee's leave balances.

10.11 General Leaves: When no other leaves are available, upon request of the employee, a leave of absence may be granted by the Board on a paid or unpaid basis at any time and upon any terms acceptable to the District and the employee.

10.11.1 The granting of such leaves shall not be precedent for the request and granting of any other such leaves.

10.11.2 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months.

ARTICLE 11 TRANSFER

- 11.1 Defined: A transfer is the movement of an employee from one work location to another work location in the same classification.
- 11.2 First Consideration: Permanent classified employees already employed by the District are encouraged to apply for transfers when a vacancy is posted by the District and shall be given first consideration.
- 11.3 Review of Application: The Superintendent and the CSEA President, or designee, will review all qualified applications. If the CSEA President is an applicant, a designee will be appointed.
- 11.4 Permanent Employees: Only permanent employees whose most recent performance evaluation is at least “meets standards” in every category may apply for a transfer.
- 11.5 Request for Reasons: An employee may request either a conference or a written statement regarding the reasons for:
- 11.5.1 denial of an employee-initiated transfer request; or
 - 11.5.2 a District-initiated transfer.

ARTICLE 12 PROBLEM RESOLUTION/GRIEVANCE PROCEDURE

12.1 Problem Resolution: The Problem Resolution/Grievance Procedure involves an informal and a formal process. The informal process utilizes the basic philosophy of the interest-based problem-solving model. The formal process utilizes the traditional grievance procedures. The employee has the right to have chapter and/or association representation present at any level.

12.2 Interest-Based Problem Solving:

The District and the Association encourages the use of the interest-based problem-solving model. The success of the interest-based problem-solving model is dependent upon open communication between all parties and a willingness to objectively discuss the issue(s) or concern(s) and work together toward a viable solution.

12.2.1 An employee who believes there is a problem shall present the concern orally to the immediate supervisor within fifteen (15) working days. The immediate supervisor and employee shall meet within three (3) working days in an attempt to resolve the matter. During this conference the employee and immediate supervisor will informally follow the interest-based problem-solving model by:

12.2.1.1 Clearly stating the area(s) of concern;

12.2.1.2 Having open dialogue about the interests of each party;

12.2.1.3 Share possible solutions to the problem.

12.2.2 If resolution is not reached at the meeting pursuant to Section 12.2.1, the employee may request (within five (5) working days from the date of the meeting in Section 12.2.1.) that the Superintendent or designee meet with the employee and the employee's immediate supervisor. This meeting shall occur no later than ten (10) working days from the request. The interest-based problem-solving model shall include the following steps:

12.2.2.1 Identify issue(s) or areas of concern;

12.2.2.2 Discuss individual and mutual interests;

12.2.2.3 Generate options;

12.2.2.4 Clarify commitments and develop action plan.

12.3 Grievance Procedure:

If the problem is still not settled, then it should be put in writing as a grievance and presented to the Superintendent and all prior participants within ten (10) working days of the meeting pursuant to Section 12.2.2. The Superintendent (or designated representative) will meet with all prior participants to review the case, and take appropriate action within ten (10) working days.

12.4 Appeal to the Board:

An employee may appeal to the Governing Board after the matter has been pursued through appropriate channels as outlined above.

12.5 Binding Arbitration:

If the grievance is not resolved at Step 12.3, the Association may submit the grievance to binding arbitration.

12.5.1 The submission shall be filed with the Superintendent within fifteen (15) work days after receipt of the Step 12.3 decision.

12.5.2 The parties shall attempt to agree upon an arbitrator. Should the parties be unable to agree upon an arbitrator, the parties shall submit, jointly or individually, a request to the State Mediation and Conciliation Service to supply a list of five (5) names. If the parties cannot agree upon one (1) name, each party will alternately strike names from the list until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be decided by lot.

12.5.3 The fees and expenses of the arbitrator and hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

12.5.4 The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

12.5.5 The arbitrator's award shall be binding and final on all parties.

12.6 General Provisions:

12.6.1 Any employee has the right to be represented by a representative of his/her choice at the time the grievance is reviewed by the Superintendent (or designee). The employee may also be represented at the meeting with the Governing Board at the time the grievance is being reviewed.

12.6.2 A reasonable number of representatives of an exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation for the processing of grievance.

12.6.3 The Board of Trustees makes the final decision on the grievance.

ARTICLE 13 SAFETY

13.1 Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being in compliance with CAL-OSHA Regulations.

ARTICLE 14 PROMOTION

14.1 Definitions:

14.1.1 A promotion is a voluntary movement (1) to a higher classification; or (2) from a higher classification to a lower classification that results in more salary and/or benefits.

14.1.2 A demotion is a voluntary movement from a higher classification to a lower classification that results in less salary and/or benefits.

14.2 Permanent Employees:

14.2.1 Permanent classified employees already employed by the District are encouraged to apply for vacancies.

14.2.2 Only employees whose most recent performance evaluation is at least “meets standards” in every category may apply for a promotion.

14.2.3 The District will keep all interview questions updated with input from the CSEA President or designee.

14.3 Posting of Vacancies:

When a new bargaining unit position is created, or an existing bargaining unit position becomes vacant, provided the District intends to fill the position, the opening shall be posted at work locations throughout the District. The District shall also include the posting on the District website.

14.3.1.1 Except as noted in Paragraph 14.3.1.3 below, the final date for filing applications shall not be less than five (5) days after posting.

14.3.1.2 No position shall be filled by either an employee-initiated transfer, District-initiated transfer, a promotion or a new hire until after the closing date.

14.3.1.3 A shorter posting time may be established by the District, with the concurrence of the Association, during the two (2) weeks before and after the first student attendance day.

14.4 Notice Contents:

A notice of vacancy shall contain the job title, a description of the position and duties, the minimum qualifications required for the position, licenses and certificates, assigned job site, number of hours per day, work shift (if other than standard daytime hours), days per week, months per year, salary range and deadline for filing an application.

14.5 Interview Process:

14.5.1 The interview process shall include a thorough review by each committee member of any written information provided to the committee by the District prior to the actual interview, and a review of this Article.

14.5.1.1 A committee of three (3) District employees, two (2) designated by the Superintendent and one (1) by the CSEA President, will interview all qualified applicants.

14.5.1.2 This interview committee may be expanded in number provided that this 2:1 ratio is maintained, or as otherwise mutually agreed.

14.5.1.3 The selection process shall not be impeded if no bargaining unit member is appointed or available after being notified.

14.5.2 The information obtained through the interview process shall be confidential.

14.5.3 The District shall inform all applicants of the results of the interview.

14.6 Evaluation Standards:

All applicants shall be evaluated based upon standards which related directly to the duties, responsibilities and requirements of the position.

14.6.1 While the District supports the concept of promotion from within, that person deemed “most qualified” shall be appointed over other applicants in filling a vacant bargaining unit position.

14.6.2 An existing permanent employee, if deemed by the District to be equally “qualified” with another applicant, the most senior applicant shall be appointed over the other applicant in filling a vacant bargaining unit position.

14.7 Request for Reasons:

An employee may request either a conference or a written statement regarding the reasons for non-selection for a promotion.

14.8 Trial Period Upon Promotion:

The employee shall serve a new three (3) calendar month trial period (excluding the summer recess if the employee is not assigned to perform duties during that period). If the employee is deemed by the District to be progressing unsatisfactorily, the employee shall be offered the opportunity to return to their previous classification. The parties acknowledge that this may have a “domino” effect.

- 14.8.1. If the employee moves to a higher classification, he/she will be placed on the lowest step of the new range which would result in an increase to the employee’s monthly salary of not less than five percent (5%).
- 14.8.2. If the employee moves to a lower classification, the employee shall remain on the same step.

ARTICLE 15 LAYOFF AND RE EMPLOYMENT

15.1 Layoff:

- 15.1.1 Reason for Layoff: Layoff shall occur for lack of work and/or lack of funds as determined by the District. Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member who has been employed the shortest time in the class plus higher classes shall be laid off first. Length of service shall mean date of hire in each classification.

- 15.1.2 Notice of Layoff: Any layoff shall take place upon a minimum of sixty (60) days written notice concurrently to the local unit and affected unit members. Any notice of layoff shall specify the reason(s) for layoff, the identity by name and classification of the unit member designated for layoff, and information on his/her displacement rights, if any, and re-employment rights.

- 15.1.3 Order of Layoff: Any layoff shall be affected within a class.

- 15.1.4 Bumping Rights: A unit member laid off from his/her present class may bump into the next lowest class in which the unit member has previously served and has greater seniority, or into an equal class in which the unit member has previously served and has greater seniority in that equal class by virtue of service in said class. The unit member may continue to bump into lower classes in which the unit member has previously served and has greater seniority to avoid layoff.

- 15.1.5 Equal Seniority: If two (2) or more unit members subject to layoff have equal class seniority, the layoff determination shall be based on the date of hire in paid status. If two (2) or more unit members have equal seniority and have the same date of hire in paid status, then the order of layoff shall be based on the needs of the District as determined by the District.

15.2 Reemployment:

15.2.1 Reemployment Rights: Laid-off unit members are eligible for re-employment in positions for which they are qualified, as determined by the District for a period of thirty-nine months and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over employment of new applicants. Employees who experience a reduction in hours or a voluntary demotion to avoid layoff shall be given an additional twenty-four (24) months on the re-employment list (total = sixty-three (63) months)

15.2.2 Notification of Re-employment: A unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District. The District shall mail vacancy announcements concerning bargaining unit positions to all unit members on a re-employment list, provided the unit member maintains his/her current mailing address on file in the District office.

15.2.3 Unit Member Notification to the District: A unit member shall notify the District in writing of his/her intent to accept or refuse employment within five (5) working days following receipt of the re-employment notice. Failure by the unit member to tender the written notice to the District within five (5) days, as provided for herein, shall be deemed a refusal of employment by said unit member. The laid-off unit member may decline two (2) offers of employment before relinquishing his/her position on the list. If a unit member on a re-employment list refuses the second offer of employment, no additional offers will be made until the unit member notifies the District in writing that he/she is available for work.

15.3 Violation:

Any alleged violation of the procedural provisions of this Article shall be subject to the Grievance Procedure as set forth in this Agreement.

15.4 Effects of Layoff:

The District agrees to meet and negotiate the effects of layoff upon request by CSEA in the event of a layoff.

15.5 Definition:

Layoff as used herein shall refer to separation from service.

ARTICLE 16 DISCIPLINARY PROCEDURE

16.1 Disciplinary Procedure:

- 16.1.1 Discipline shall be imposed on permanent employees in the bargaining unit only for just cause. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes, but is not limited to, dismissal, demotion, suspension, transfer, or reassignment without the employee's voluntary written consent.
- 16.1.2 Discipline less than discharge will be undertaken for corrective purposes only.
- 16.1.3 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 16.1.4 A bargaining unit member may be relieved of duties, without the loss of pay, at the option of the District.

16.2 Causes for Discipline:

In addition to any disqualifying or actionable cause otherwise provided for by statute or by policy of this District, cause for disciplinary action against a permanent classified employee shall include by way of illustration and not limitation:

- 16.2.1 Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- 16.2.2 Incompetency.
- 16.2.3 Inefficiency.
- 16.2.4 Neglect of duty.
- 16.2.5 Insubordination.
- 16.2.6 Dishonesty.

- 16.2.7 Drinking alcoholic beverages (or an intoxicant of any kind) while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee, upon employees associated with him/her, or upon pupils or other members of the public.
- 16.2.8 Addiction to the use of a controlled substance (*see* Health & Welfare Code Sections 11007, *et seq.*), possession of a controlled substance, or being under the influence of a controlled substance during working hours.
- 16.2.9 Abuse of leave privileges, *i.e.*: absence without leave, excessive absenteeism.
- 16.2.10 Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of *nolo contendere*, is deemed to be a conviction within the meaning of this section.
- 16.2.11 Immoral conduct.
- 16.2.12 Discourteous treatment of the public, pupils, or other employees.
- 16.2.13 Improper political activity defined by the federal and state law.
- 16.2.14 Willful disobedience.
- 16.2.15 Misuse of District property.
- 16.2.16 Violation of any statute or District, Board, or school rule, policy, or procedure.
- 16.2.17 Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of his/her position.
- 16.2.18 Refusal of an employee to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- 16.2.19 Physical or mental disability which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided for by contract or by law regulating retirement of employees.
- 16.2.20 Any other failure of good behavior on the part of an employee either during or outside of duty hours which is of such nature that it negatively impacts the employee's ability to render service to the District.

16.3 Notice of Disciplinary Action:

16.3.1 Proposed Recommendation and “Skelly Hearing”:

A notice of proposed disciplinary action shall be written in ordinary and concise language and served in person or by registered or certified mail to the employee. The notice shall be given at least five (5) calendar days prior to the date of any proposed order of suspension without pay, demotion, reduction of pay step in class, or dismissal. The Notice shall contain:

16.3.1.1 The specific act(s) or omission(s) upon which the disciplinary action is based.

16.3.1.2 A statement of the cause for the action taken.

16.3.1.3 Any specific rule or regulation of the District or Education Code the employee is claimed to have violated. Such rule or regulation shall be set forth in said notice.

16.3.1.4 Notice of the employee’s opportunity to respond either orally and/or in writing to the initiating party prior to the issuance of the final recommendation. Any response made by the employee shall be considered by the initiating party prior to issuing any final recommendation and order.

16.3.1.5 The deadline for filing an appeal of the proposed discipline with the Superintendent.

16.3.2 Notice of Final Recommendation:

The Superintendent or his/her designee shall give the employee written notice of the final recommendation of disciplinary action. Except for Paragraph 16.3.1.4, the Notice shall include, at a minimum, all items included in Section 16.3.1 above. The Notice shall also include the following:

16.3.2.1 Information concerning the employee’s right to a hearing before the Governing Board of the District or before a third party neutral. Any decision by a third-party neutral shall only be advisory, not binding, on the Governing Board. See BR 7000.1 for a statement of procedures.

16.3.2.2 A card or paper for the employee to sign in order to deny the charges and to request an appeal.

16.3.2.3 If the employee has been recommended for termination, notice

concerning whether he/she has been suspended without pay at the time the final recommendation is made.

- 16.3.2.4 Warning that any appeal must be received by the Superintendent within five (5) working days of receipt by the employee of the final recommendation.

16.4 Interim Action:

16.4.1 Where it has been determined that a recommendation of disciplinary action may be made against a permanent classified employee, or must be investigated, the Superintendent may take interim action if continuation of the employee in active status would result in an unreasonable risk of harm or foster disharmony, or create an impediment to the efficient operation of the District. In such cases, the Superintendent may place the employee on paid administrative leave pending Notice pursuant to Section 16.3.

16.4.2 The notice and opportunity to respond set forth in Section 16.3 above shall be provided to the employee at the earliest reasonable time after his/her removal from the premises.

16.5 Appeal of Final Notice of Proposed Discipline:

16.5.1 Within five (5) calendar days after receiving the final recommendation of disciplinary action described above, an employee may appeal to the Board of Trustees by signing and filing the card or paper included with the recommendation. Any other written document signed and filed by the employee or his/her designee within the specified time limit shall also constitute sufficient notice of appeal.

16.5.2 A notice of appeal is filed only by delivering the notice of appeal to the Office of the Superintendent during the normal work hours of that office. A notice of appeal may be mailed or faxed to the office of the Superintendent but must be received or postmarked no later than the time limit stated herein.

16.5.3 If the employee fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal.

16.5.4 A copy of the final order of discipline, following an appeal or waiver of appeal, shall be served upon the employee either personally or by certified mail.

16.6 Discipline Hearing

16.6.1 The hearing shall be before the Governing Board or, at the Board's option, an Administrative Law Judge from the Office of Administrative Hearings shall be employed to conduct the hearing and render a decision. The District shall have the burden to prove the matters charged by the preponderance of the evidence. The decision shall be final unless the Board at its next meeting, which is not less than five (5) working days after the decision is received from the District Office, decides that it wishes to review it. To conduct a review, the Board must read the transcript of the proceedings, review the exhibits, and listen to argument.

16.7 Any allegations of error or violation of any provision in this Article shall not be subject to the grievance procedure in this Agreement.

ARTICLE 17 TRANSPORTATION

- 17.1 Overtime Distribution: Overtime shall be distributed to employees on the basis of a rotating schedule that will be established by the supervisor. The rotation schedule is to be initiated on the basis of seniority, but will be kept current on a rotating basis.
 - 17.1.1 Employees will be given an opportunity to qualify within one (1) year from the date of hire.
 - 17.1.2 Employees who are now on existing rotation schedules shall continue from the date of this Agreement.

- 17.2 Special Trips and Field Trips: Special trips and field trips will be offered on a rotating basis as indicated in Section 17.1.
 - 17.2.1 No driver shall be eligible to drive special trips and/or field trips, or have his/her name placed on the rotation list, until he/she has been deemed qualified by the Transportation Supervisor.
 - 17.2.2 Bus drivers are not required to accept a special trip and/or a field trip.
 - 17.2.2.1 Declining, however, will result in a forfeiture of assignment until the driver's name reappears on the rotation schedule.
 - 17.2.2.2 If the declination occurs at the time the assignment is afforded the employee, the Transportation Supervisor will continue in the sequence of the rotation schedule until either a driver has accepted or all drivers have declined the assignment. If all drivers decline the assignment, the Transportation Supervisor shall fill the assignment with any eligible driver.
 - 17.2.3 Should a driver, after accepting the assignment, determine he/she is unable or unwilling to drive, the Transportation Supervisor shall fill the assignment with the next eligible regular driver on the rotation list.
 - 17.2.4 A bus driver shall be notified of any trip cancellation at least one (1) hour prior to the time the driver is required to report to the bus yard for the bus. If the bus driver is not notified, and the trip is canceled, the driver shall be paid as follows:
 - 17.2.4.1 For trips scheduled on a day when the bus driver is regularly scheduled to work which are canceled with less than one (1) hour notice, the bus driver shall be paid for two (2) hours of time at their regular rate of pay. This section shall not apply if the employee is "on-the-clock" at the time the trip is cancelled.

17.2.4.2 For trips scheduled on a day when the driver is not regularly scheduled to work, and are canceled with less than one (1) hours' notice, the driver shall be paid minimum call-back pay as a call-back.

17.2.5 For trips requiring an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

17.3 Training:

17.3.1 Special training mandated by the District, that occurs outside the employee's regularly assigned hours, or training required to renew a school bus certificate, shall be compensated as follows:

17.3.1.1 The first ten (10) hours of TO1 time, the employee shall be paid at their regularly hourly rate.

17.3.1.2 All mandatory meetings over and above the ten (10) hours per year will be paid at the extra/overtime rate.

17.3.1.3 The District will reimburse the employee for any fees required for school bus driver certificate renewal.

17.3.1.4 The District will make available to each employee a copy of CHP 82.7 and a current first aid manual.

17.4 Annual Bid Process:

Prior to each school year, bus drivers shall select a bus route (schedule) by seniority. Each driver shall have a copy of all route schedules five (5) working days prior to the meeting at which the selection shall be made.

17.4.1 Each route schedule will include one (1) hour per week added to the base assignment for purposes of cleaning, fueling and performing required safety checks on the assigned bus.

17.5 Additional Hours:

If, after the start of the school year and before the second semester, there has been a permanent increase of thirty (30) minutes or more in a route, the bid process shall be repeated for implementation at the start of the second semester.

17.5.1 If a vacancy occurs during the school year due to resignation or other reason, the bidding process described above shall be implemented.

17.6 Reporting Pay:

When a bus driver reports to work as scheduled, but cannot perform the regular assignment due to mechanical malfunction of the bus or temporary weather conditions, the bus driver shall receive regular pay for the day whether or not the bus driver is assigned alternative work for that day. The subsection shall not apply to extra work assignments that are canceled.

17.7 Expenses:

17.7.1 The District will provide protective clothing for bus drivers. This includes gloves, raingear and uniforms (if applicable).

17.7.2 The District will reimburse bus drivers for actual and necessary expenses incurred during overtime and weekend trips, or while on rotation field trips of four (4) hours or more, for out-of-town trips only (over 30 miles), not to exceed the amounts set forth in District policy

17.8 Bus Driver Testing For Alcohol and Controlled Substances:

17.8.1 All drivers shall be tested for alcohol and controlled substances as required by law.

17.8.2 When a driver is called to submit to an alcohol and/or controlled substance test, the driver shall be compensated at the appropriate rate of pay (straight-time or overtime).

ARTICLE 18 SAVINGS

- 18.1 Invalid Provision: If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or by a decision of the Public Employment Relations Board or its successors, the remainder of this Agreement shall not be affected thereby.
- 18.2 Reopen Negotiations: In the event of invalidation of any of the terms or conditions of this Agreement, either party may request to reopen negotiations with regard to the invalidated terms or conditions of agreement. If both parties consent to reopen negotiations under this Article, such negotiations shall commence within thirty (30) days of the date of consent.

ARTICLE 19 DURATION

- 19.1 Length of Agreement: This Agreement shall be effective on ratification, and shall continue in effect to and including June 30, 2019, and from year to year thereafter unless alteration or amendment is requested in writing by either party and agreed upon in accordance with this Article.

- 19.2 Reopeners:
 - 19.2.1 No reopeners for 2018/19

- 19.3 Copies of Contract: The District shall, within thirty (30) calendar days of ratifying, provide CSEA a copy of this Agreement for each current bargaining unit member. Each new bargaining unit member shall be provided with a copy at time of hire.

- 19.4 Management Rights: All matters not specifically enumerated in this Agreement, or covered under the law, are reserved to the public-school employer and may not be a subject of meeting and negotiating.

For the District:

For CSEA:

Craig Guensler, Superintendent

Peggy Rutter, President Chapter #626

APPENDIX A
WHEATLAND SCHOOL DISTRICT BARGAINING UNIT CLASSIFICATIONS

The bargaining unit for which this Agreement is effective consists of the following classifications:

Assistant Grant Coordinator
ASES Activities Aides
Bus Driver
Cook Manager
Custodian
Custodian/Bus Driver
Educational Technology Aide
Food Service Worker
General Maintenance
Groundskeeper
Groundskeeper/Bus Driver
Health Aide
Library Technician
Mechanic
Para Educator
Para Educator - Bilingual
Para Educator - Life Skills
Para Educator - Special Education
Para Educator - Special Education-Special Skills
Preschool Assistant Teacher/Clerk
Preschool Teacher
Preschool Early Intervention Aide
Senior Library Technician
Skilled Maintenance
Yard Duty Supervisor

Revised: 12/2017

APPENDIX B
WHEATLAND SCHOOL DISTRICT CLASSIFIED EMPLOYEE SALARY SCHEDULE

APPENDIX C
WHEATLAND SCHOOL DISTRICT DEFINITION OF PERFORMANCE
CHARACTERISTICS

Quality and Quantity of Work:

1. Accuracy: The degree of excellence in the work performed.
2. Neatness: The degree of carefulness and exactness in completing assigned work.
3. Completeness and thoroughness: Ability to bring a task to completion in a thorough manner.
4. Volume: Ability to perform the amount of work required by the job.
5. Promptness of Completion: Ability to complete a task with efficient use of time.

Job Skills:

1. Methods and procedures: Performs job in an acceptable, regular, and orderly manner.
2. Operation and care of equipment: Shows concern for safe, responsible, and reasonable use and care of equipment.
3. Ability to perform: Consistently uses intellectual judgment and/or manual skills required in a given position.

Dependability:

1. Working in absence of direct supervision: Can be depended upon to do assigned work in the absence of direct supervision.
2. Punctuality: Complies with assigned hours of work and schedule.
3. Attendance: Makes effort to report to work regularly.
4. Uses good judgment: Makes consistent and reliable decisions.
5. Effectiveness under pressure: Displays calmness and assurance when demands are numerous and urgent.

Attitude:

1. Initiative: Consistently displays self-motivation in job performance.
2. Accepts responsibility/direction/change: Willing to accept responsibility, direction, and change with good humor.
3. Ability in planning and organizing work: Plans and organizes the job so that all foreseeable circumstances are properly taken into account.
4. Compliance with rules and regulations: Consistently complies with rules and regulations.
5. Safety practices: Consistently uses good judgment and safety practices involving self and others.

Working With Others:

1. Tact, courtesy, self-control, patience: Displays a considerate, conscientious, and courteous attitude toward fellow employees.
2. Pupil and public contact: Exercises good moral and educational influences on pupils at all times. Represents the District well, being conscientious, courteous, and discreet in divulging District information.

Appearance:

1. Personal: Shows pride in person and is consistently clean, neat, and appropriately dressed.
2. Work Station: Shows pride in work area and atmosphere.

APPENDIX D
MEMORANDUM OF UNDERSTANDING between the WHEATLAND SCHOOL
DISTRICT and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
(MOU Hours for Para-Educators)

The Wheatland School District (District) and the California School Employees Association (CSEA) recognize the “changing” nature of Para-Educator services needed for Special Education students. This Memorandum of Understanding (MOU) is designed to (1) address those needs; (2) give existing Para-Educators the opportunity to volunteer for the extra hours; and (3) ensure that the District can adjust hours when the needs change. To harmonize these interests, the District and CSEA agree:

1. When the District requires additional special education aide service to meet the needs of students as set forth in their IEP’s, the District will offer the extra-hour assignments (in seniority order) to Para-Educators, Special Education and General. The offer will be made to Para-Educators at the site (based on a District-wide seniority), provided the employee has the capabilities (physical and otherwise) and the additional service can be accommodated in the base assignment of the employee.
 - a. In making this determination, the District’s decision shall be based on educational needs and shall be final.
 - b. At any time during a trial period of three months, a permanent employee may be released from this additional service without any cause or reason.
2. Typically, the District will announce the MOU positions in August of each year. This additional service shall only be assigned to the employee for so long as it continues to be required as part of an IEP. Thereafter, the employee shall revert back to his/her regular assignment.
3. The service added to the employee’s base assignment pursuant to this MOU shall be utilized in computing the employee’s entitlement to PERS. This service shall also be utilized in computing the employee’s entitlement to receive additional sick leave, vacation and holiday pay.
4. Compensation for the added MOU hours shall be:
 - a. at the employee’s regular hourly rate for the additional service;
 - b. plus five percent (5%) on all MOU service provided by the employee.
5. This MOU shall be effective July 1, 2006 and shall remain in full force and effect until modified or repealed by the parties.
6. No party to this MOU shall challenge its validity.

7. Should any provision of this MOU be found to violate state law by a court of competent jurisdiction, the MOU shall be immediately null and void and the District may assign the additional special education service in any manner consistent with the educational needs of the District.

Date: [July 18, 2006]

Date: [July 18, 2006]

Original signed by Debra M. Pearson

Original signed by Sue Tarrant

for the Wheatland School District

for California School Employees Association