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I. PREAMBLE
This Agreement is made and entered into on (July 1, 2017), by and between the Wheatland Union High School District (“District”) and the California School Employees Association, and its Chapter #353 (CSEA). As such, it is a binding and bilateral agreement.

The purpose of this Agreement is to promote the improvement of employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and to establish salaries, benefits, and terms and conditions of employment.

II. RECOGNITION
The District hereby acknowledges that the California School Employees Association and its Wheatland Union High School Chapter #353, hereinafter referred to as CSEA, is the exclusive bargaining representative for all classified employees and all newly created positions except those that are lawfully designated certificated, management, confidential or supervisory. If an Agreement to modify the exclusive bargaining unit is not reached by the District and CSEA, then these cases shall be submitted to PERB for resolution.

III. MANAGEMENT RIGHTS
A. Retained Rights
This Article assures that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law.

B. Duties and Powers
By way of illustration, and not limitation, these duties and powers include the exclusive right to:

1. determine its organization;
2. direct the work of its employees;
3. determine the times and hours of operations;
4. determine the kinds and levels of services to be provided and the methods and means of providing them;
5. establish the educational philosophy of the District and related policies, goals and objectives;
6. determine staffing patterns and procedures;
7. determine the number and kind of personnel required;
8. maintain the efficiency of District operations;
9. hire, classify, assign/reassign, evaluate and promote employees; and
10. terminate and discipline employees for cause.

C. Exercise of Rights
The exercise of the preceding by the District (including the adoption of policies, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith) shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the law.

D. Amendment of Policies
If necessary, the District will amend its written policies/procedures and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.

IV. ORGANIZATIONAL RIGHTS

A. Rights
CSEA shall have the following rights, in addition to those contained elsewhere in this Agreement:

1. The right to reasonable release time and access to areas in which employees work for the purpose of representing bargaining unit members on grievances and/or discipline.

2. The right to review employee personnel files, and any other records dealing with employees, when accompanied by the employee or written statement by employee and accompanied by administrator or designee.

3. The right to use without charge institutional equipment, facilities, buildings, bulletin boards, mailboxes, district email for official communication directed to members by authorized organizational designees. The District shall be reimbursed for all costs (typically: long distance telephone charge, bulk paper, duplicating charges, and warehouse supplies) incurred. Except with prior written approval, use shall not disrupt the programs of the District and shall be at a time when the member is not required / scheduled to render service to the District. If
the District establishes a print shop, this shall not apply to copying orders placed with the print shop.

4. The right to be supplied with an updated alphabetical list of all bargaining unit members to include hire date, classification, contract hours, personal information and location by the 1\textsuperscript{st} of October of each year.

5. The right to review or receive upon request, copies of materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement. If confidential material is released pursuant to this Agreement, CSEA shall indemnify and hold the District harmless from any claims or lawsuits that result from CSEA’s use of this material.

6. Allow up to five (5) days for union business.

B. Contact by Employees
Except in emergencies (specifically limited to situations involving the health and/or safety of an employee), employees shall contact Chapter offices, Site Representatives, Job Stewards, and/or the Classified Personnel Office during non-work time with the exception of Article IV, A-1.

C. Contract Review and Distribution
CSEA shall review and approve a draft of a negotiated successor Agreement Upon receipt of the signature page, and an approved copy of the draft. The District shall supply a copy of this contract to each employee in the bargaining unit within sixty (60) calendar days.

1. New employees shall be supplied with a copy of this Agreement at the time of employment.

2. All employees in the bargaining unit shall receive a copy of any revision of this Agreement.

V. ORGANIZATIONAL SECURITY
A. CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for unit members in the CSEA bargaining unit. The District shall, upon appropriate written authorization, deduct and make appropriate remittance for CSEA membership, employment-related insurance premiums, bank or credit union automatic deposits or payments, or other plans or programs permitted through
CSEA as mutually agreed to by the parties to this Agreement. The District shall pay to the designated payee within 30 calendar days of the requested deduction on all sums so deducted.

1. Service fees required by CSEA shall be deducted from any unit member who does not make appropriate authorization for the deduction of membership dues within 30 calendar days of the date of their initial employment with the District.

2. Membership dues shall be deducted within 30 calendar days of the District’s receipt of the appropriate written authorization.

B. The packet provided by CSEA, which includes membership materials, but is not limited to a membership application, shall be included in the materials given all new unit members at the same time that new unit members are given their employment documents.

C. Any unit member who qualifies as a religious objector shall not be required to join or financially support CSEA. Such unit members 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 service fee.

   United Fund
   American Cancer Society
   American Heart Association
   Susan Koman Race for the Cure
   Wheatland Union High School Boosters

D. CSEA agrees to indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the District’s compliance with this Article. CSEA shall have the exclusive right to determine whether any such action or proceeding shall or shall not be resisted, defended, tried or appealed. This indemnification and hold harmless duty shall not include actions related to compliance with this Article brought by CSEA.

VI. DEFINITIONS

A. Cause – Relating to disciplinary actions against classified employees means those grounds for discipline or offenses enumerated in the law or in the written rules of a
public school employer. No disciplinary action may be maintained for CAUSE other than as defined by the Governing Board.

B. **Classification** - Means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of duties required to be performed by the employees in each such position, and the regular monthly salary range for each such position.

C. **Permanent Employee** – Is a regular employee who has successfully completed the probationary period in the past six months from date of hire as defined in VI.D. below.

D. **Probationary Employee** – Is a regular employee who will become permanent upon completion of the prescribed probationary period which is one (1) year from date of hire.

E. **Reclassification** – Means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.

F. **Regular Employee/Short-term Assignment** – is the assignment of extra hours to a regular employee for a limited period of time not to exceed 75% of their work schedule. The purpose is to perform a specific service that is not a part of or a continuation of a regular assignment; and upon completion of which, the specific service will no longer be required.

1. It is the District’s intent to make additional hours available to current District employees through extra short-term assignments whenever possible, i.e., when work schedules or site assignment do not conflict and employees are qualified to perform the work. Since this work is not ongoing in nature, the employee’s basic or regular assignment will not be increased; however, sick leave and vacation entitlement will be prorated based on the additional hours. Employees will also benefit from additional income and PERS/Social Security credits, if eligible in their regular assignment.

2. **Compensation for short-term assignments to regular employees** shall be as follows:

   a. If the employee is currently in the same classification, at their same rate of pay; or
b. If the assignment is to a classification with a higher range, the employee shall be compensated at the step which will provide at least a 5% salary increase except the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that classification.

H. Seniority – For purposes of this Agreement, seniority shall be defined as the employee’s hire date with the District. In the event two (2) or more employees have the same time and date of hire, seniority will be determined by lot.

VII. PERSONNEL FILES

A. The Personnel File of each employee shall be maintained at the District’s central administrative office.

B. Employees shall be provided with copies of any derogatory material ten (10) workdays before it is placed in the employee’s personnel file. The employee shall be given opportunity to respond. If a response is written, it shall be filed with the material.

C. An employee shall have the right to examine and/or obtain copies of the material in his/her personnel file. One copy per year shall be provided at District cost. Normally, the inspection is made at a time when the employee is not actually required to render services to the District (exception will be made for employees whose work hours coincide with the District Office work hours).

D. All Personnel Files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District’s affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examination was made. Such log and the employee’s personnel file shall be available for examination by the employee or his/her CSEA staff representative, (not a District employee) if authorized, in writing, by the employee.

The log shall be maintained in the employee’s personnel file.

E. Any material written for placement in employee’s personnel file shall be signed and dated. Such material shall be initialed and dated by the classified personnel officer when placed in the personnel file.
VIII. PAY AND ALLOWANCES
See Appendix A for salary schedule.

A. Longevity
1. 3.5% at ten (10) years of service
   6.0% at fifteen (15) years of service
   8.5% at twenty (20) years of service
   13.0% at twenty (25) years of service
   16.0% at thirty (30) years of service

2. Pay for a day of vacation shall be the same as which the bargaining unit member would have received had he/she been in working status to include longevity.

B. Regular Rate of Pay
The basic rate of pay for each position in the bargaining unit shall be in accordance with rates established for each class as provided by the Classified Salary Schedule.

C. Progression on Salary Schedule
A permanent employee shall advance one (1) step on the salary schedule each year effective July 1st, provided that the employee has served at least six (6) months in his/her current classification.

D. Payroll Period
1. Wages for regular scheduled hours shall be paid once each month for services rendered.

2. Such wages shall be paid in accordance with the procedures of the Yuba County Office of Education. Typically, this occurs on or before the last working day of the month.

3. Accrued vacation and sick leave shall be noted on the paystub or on some other paperwork accompanying each paycheck.

E. Mileage
1. A bargaining unit member who is required to operate his/her vehicle in the course of assigned duties shall be reimbursed at the established District rate per mile for actual miles driven in the County.

2. If travel outside the County is necessary, a bargaining unit member is to contact the District office to coordinate travel arrangements.
F. Meals
If a bargaining unit member’s work assignment requires payment for meals away from the District, he/she shall be reimbursed for reasonable meal expenses in accordance with established District policy. The bargaining unit member shall submit a written claim, on the District-required form, with receipts attached.

G. Lodging
If a bargaining unit member’s work assignment requires payment for lodging on overnight trips he/she shall be reimbursed by the District for reasonable lodging expenses in accordance with established District policy. The bargaining unit member shall submit a written claim, on the District-required form, with receipts attached.

H. Other Business Expenses
If a bargaining unit member’s assigned duties require that he/she incur expenses other than meals and lodging, the bargaining unit member shall be reimbursed for reasonable expenses in accordance with established District policy. The bargaining unit member shall submit a written claim, on the District-required form, with receipts attached.

I. Personal Property Loss, Destruction or Damage – Reimbursement
1. A bargaining unit member may submit a written claim to be reimbursed for the loss, destruction, or damage by arson, burglary or vandalism of personal property used in the schools of the District for work-related purposes; provided such damage, loss, etc., occurs through no fault of the bargaining unit member.

2. Reimbursement shall be made only when prior written approval for the use of the personal property in the schools was given by the Superintendent before the property was brought to the school.

3. The District will not assume or be responsible for that portion of personal property losses that are covered by the bargaining unit member’s private insurance carrier(s).

J. Safety Equipment
When the District has assigned duties to an employee which require the use of equipment to ensure the safety of the employee, the District will provide such equipment. This includes such items as rubber gloves, safety eyewear, and back braces when deemed appropriate by management.
K. Examinations for Continued Employment/Fitness for Duty (Non-Workers Compensation)

1. The District will provide and/or pay for the cost of any physical/psychological examination that the District specifically requires as either a condition of continued employment and/or to determine fitness for duty.

2. If requested, the employee shall first seek the examination through his/her personal physician pursuant to the medical plan provided through the District. Additional costs, if any, shall be paid by the District. The District may, at its discretion, require the employee to submit to a second examination by a District physician at District expense.

L. District Required Training

The District will reimburse employees, or pay directly, for the tuition costs of any training for which the District requires the employee to attend.

IX. HOURS AND OVERTIME

A. Workweek and Workdays

1. Upon initial employment, the District shall assign each bargaining unit position a fixed and regular minimum number of hours. Offer of employment (Contract) and job description will be provided to each employee. Except as otherwise set forth in this Article, the workweek for a full-time bargaining unit member shall consist of five (5) consecutive days; eight (8) hours per day/or forty (40) hours per week. After a bargaining unit member’s initial employment, the length of his/her workday and work week may be modified by the District.

2. This Article shall not restrict the District from extending the regular workday or workweek on an overtime basis.

B. Work Year

1. Upon initial employment, the District shall designate the work year for each bargaining unit member. After a bargaining unit member’s initial employment, the length of his/her work year may be modified by the District.

2. The work year for a full-time bargaining unit member is a complete fiscal year (July 1 through June 30).
C. Work Schedule

1. Each bargaining unit member shall be assigned a work schedule (days per week, hours per day and months/days per year) by the District. The District shall be the sole judge of these program needs.

2. Each bargaining unit member shall report, and be at his/her workstation at the start of their scheduled shift, ready for work, according to his/her assigned schedule. When a bargaining unit member is unable to report at their assigned time, the bargaining unit member must report the reason by telephone as soon as possible to their supervisor (typically, this shall be no later than one (1) hour prior to their scheduled starting time).

3. Probationary and permanent part-time bargaining unit members shall be entitled to all leaves and benefits granted by the Governing Board to regular full-time bargaining unit members. These leaves and benefits shall be prorated according to the number of hours and days worked per fiscal year.

D. Shift Changes

The District shall, when permitted by the circumstances, provide an employee with two weeks’ notice of any shift change that alters starting or ending time by more than one hour.

E. Short Term Changes In Work

1. Bargaining unit members may be directed to work on special projects or to assist with other work necessary for the operations of the District. The District has the right, at any time, to temporarily reassign or transfer employees, and/or temporarily assign additional/different job responsibilities.

2. A bargaining unit member who is directed to perform duties which are encompassed in a higher District classification, for a period of more than five (5) working days within a fifteen (15) calendar day period, shall receive an upward adjustment in his/her salary to reflect the assignment of duties outside the duties encompassed in the bargaining unit member’s classification.

3. Refer to Article G, 2b for pay differential.

F. Lunch Period

1. A duty-free, unpaid lunch 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 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.

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.

G. Rest Periods
   1. One fifteen (15) minute paid rest period shall be available to bargaining unit members for each period of work that is between three and four hours.

   2. This rest period shall be taken at a time mutually acceptable to the supervisor and the employee.

   3. Each bargaining unit member is expected to use this period for relaxation. This period is not to be used to lengthen the meal period or to shorten the workday without advanced approval from his/her supervisor.

   4. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the bargaining unit member.

   5. When time for the rest period arises, the employee shall take the rest period at the site where he/she is currently performing work.

H. Overtime
   1. Overtime shall be compensated in accordance with state law. Currently, for classified bargaining unit members, the controlling law is found at Education Code Sections 45128 and 45131.

   2. Prior approval for all overtime work must be requested from the bargaining unit member’s immediate supervisor except in cases of unusual or emergency circumstances.

I. Compensatory Time Off
   1. A bargaining unit member, with written supervisory approval, may elect to receive compensatory time off (CTO) for overtime hours worked in lieu of cash compensation.

   2. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off must be used within twelve (12) calendar months following the month in which the overtime was worked. The immediate supervisor will work with the bargaining unit member in setting a schedule
where the compensatory time off can be taken without loss to the bargaining unit member and without impairing the services rendered by the District.

3. If the compensatory time off has not been taken within the twelve (12) months of the date on which it was earned, the District shall pay the bargaining unit member in cash for all such time at the appropriate rate based on the bargaining unit member’s current rate of pay.

4. No bargaining unit member may have credited to his/her CTO account, at any time, more than forty (40) hours.

5. The District shall notify bargaining unit members no later than the first workday in June, November and March of each school year of their available CTO. In addition, a bargaining unit member may receive his/her available CTO by requesting an accounting through the District Office.

J. Standby Time
   1. Standby time is any time in which the bargaining unit member has been specifically required by the District to be in a designated place in order to fulfill some potential or specified District need.

   2. Standby time may occur either on District premises or away from District premises (e.g., athletic events, field trips, curricular trips, etc.)

   3. All standby time shall be considered as regular hours worked and shall be compensated at the appropriate straight time or overtime rate unless/until the employee is released from duty.

   4. When a bargaining unit member is being paid for standby time, they may be assigned appropriate duties.

K. Call In Time
   An employee called in to work on a day which is not a regularly scheduled work day or after hours of employment are completed for that employee, he or she shall receive a minimum of two (2) hours pay at his/her appropriate hourly rate.

L. Hours Worked
   For the purposes of computing the number of hours worked, the standard set forth in Education Code Section 45128 shall be used.
M. Substitute Work

A permanent part-time unit member shall be offered the opportunity to perform work as a substitute (provided the District has determined to provide a substitute) before such work is offered to a non-bargaining unit member. The offer of substitute work is subject to all of the following conditions:

1. The substitute assignment is in the same job classification. In appropriate circumstances, the opportunity may be provided in “similar” classifications.

2. The substitute work shall not result in payment of overtime.

3. The substitute work must occur outside of the unit member’s regularly scheduled work.

4. The substitute work shall not, under any circumstances, continue for a period of time necessary to create an entitlement to receive increased fringe benefits (c.f. Education Code §45137).

5. The rate of pay while substituting shall be their current rate of pay if in the same or lower classification. If the employee substitutes in a higher classification, the rate of pay shall not be less than an additional five percent (5%) or step 1 of the higher classification, whichever is higher, and no more than Step 6 of the salary schedule for the classification that the employee is substituting.

The District may, in its discretion, offer substitute work when the provisions of M.1-5 are not met.

X. HOLIDAYS

A. Specified Holidays

Employees shall be provided with the following specified paid holidays:

- New Year’s Day: January 1
- MLK Day: 3rd Monday in January
- Lincoln’s Birthday: February 12
- Washington’s Birthday: 3rd Monday in February
- Good Friday: Friday before Easter
- Memorial Day: Last Monday in May
- Independence Day: July 4
- Labor Day: 1st Monday in September
- Veteran’s Day: November 11
- Board Holiday: Wednesday before Thanksgiving
- Thanksgiving Day: 4th Thursday in November
- Day After Thanksgiving: 4th Friday in November
- Christmas Day: December 25
- New Year’s Eve: December 31
B. Compensation for Holidays

1. When the holiday falls on a Sunday, the holiday shall be observed on the following Monday; if the holiday falls on Saturday, the previous Friday shall be declared a District holiday. Should the following Monday also be a holiday, the holiday shall be observed on Tuesday. Should the previous Friday also be a holiday, the holiday shall be observed on Thursday.

2. If a bargaining unit member is required to work on a holiday, he/she shall be given extra pay for such work, or given compensatory time off, in addition to the regular pay received for the holiday. The extra pay, or CTO, on these days shall be at a rate of time and one-half (e.g. a total of two and a half times regular pay).

3. To receive pay for a holiday, the bargaining unit member must have been in paid status on their last regularly scheduled work day either preceding or succeeding the holiday or holiday period.

4. The District shall offer holiday work within the classification and in order of seniority. Absent volunteers to provide service on a holiday, the District may assign the work outside the bargaining unit.

XI. EVALUATIONS

A. During Probationary Period (Initial and Promotional)

Up to three (3) performance evaluations shall be conducted during the probationary period.

B. Permanent Employees

After receiving permanent status, employees may receive at least one (1) performance evaluation no later than June 30, of each school year.

C. Frequency of Performance Evaluations

1. Performance evaluations may be conducted more frequently than indicated in A. and B. depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

2. The employee shall be advised in writing of his/her evaluator at the beginning of the school year.

D. Procedure

1. The employee’s supervisor will conduct the performance evaluation.
a. The evaluation will be reviewed and discussed with the employee prior to its placement in the employee’s personnel file.

b. Any negative evaluation of work performance shall include recommendations for improvement.

c. No evaluation shall be based solely upon hearsay statements, but shall only be made based upon direct observation and knowledge of the evaluator or shall reflect other, independent corroboration.

2. Employees are required to sign their performance evaluation. The employee shall receive one (1) copy of the evaluation and the original copy will be placed in the employee’s personnel file.

3. An employee who disagrees with his/her evaluation may prepare a written response that addresses the disputed conclusion. If submitted within ten (10) work days, the response shall be attached to the evaluation and placed in the employee’s personnel file.

4. An employee may grieve an alleged violation of an evaluation procedure not the evaluation. The judgment of the evaluator, however, is not subject to the grievance procedure. The employee may prepare a reply and have it attached to the evaluation.

XII. VACANCIES, TRANSFERS AND PROMOTIONS

A. Posting of Vacancies

1. Notice of all vacancies in classifications included in the bargaining unit shall be posted on bulletin boards at each District school site and the District office.

2. The vacancy notice shall be posted for a period of not less than five (5) full working days during the academic year and ten (10) full working days during the summer recess.

3. A copy of the posting shall be provided to all Site Representatives designated by the Association. It shall be the Association’s responsibility to provide a list of all Site Representatives to the District by September 1st of each year and to provide any update to the list as needed.

4. Notice of all job vacancies occurring during the summer recess will be mailed and emailed to all classified employees who are on summer recess who have filed a written request for notification of such vacancies. The request shall be on a District form.
5. Notice of all job vacancies shall be mailed and emailed to any employee on leave who has provided the Personnel Department with a written request to be considered for vacancies. The request may be on a District form.

6. The posting shall contain: the job title, a brief description of the position and duties, the minimum qualifications required, the salary range, the number of hours per day/days per week and months per year currently assigned by the District to the position, regular assigned work shift times, primary job site, and the deadline for filing an application to be considered for the vacancy. Federal and/or State mandated qualifications and/or requirements for a position shall be reflected in the job description.

B. Application
A permanent bargaining unit member with satisfactory performance valuations may apply for a vacancy by submitting written notice to the Personnel Department within the filing period.

C. Transfers
A transfer is a change of worksite by an employee without a change in classification. A worksite is defined as the school or District site to which the employee is assigned.

1. Voluntary Transfer
The following criteria shall be considered, in the order listed, when a voluntary transfer request is reviewed.

a. The needs and efficient operation of the District.

b. The contribution the bargaining unit member can make in the new position.

c. The qualifications, including experience and recent training of the bargaining unit member, compared to those of other candidates for the position to be filled and the position to be vacated.

d. The length and quality of the service rendered to the District by the bargaining unit member.

e. All other criteria being equal, seniority.

2. Involuntary Transfers
a. The District may transfer a bargaining unit member on the basis of any of the following:
1) Work load conditions

2) Budgetary considerations

3) Changes in scope and quality of services

4) Physical or mental inability to perform duties of the position

5) To alleviate significant detriment to a program

6) Program needs

7) Any other basis deemed to be in the best interests of the District

b. Prior to affecting an involuntary transfer, the District shall:

   1) First, consider qualified volunteers;

   2) Second, consider the transfer of the least senior employee provided he/she has the necessary skills and abilities.

   c. The District shall provide an affected employee with five (5) working days’ notice of an involuntary transfer, except in cases of emergency.

   d. Upon request of an affected employee, the District shall provide a written statement of the reasons for the involuntary transfer.

   e. An involuntary transfer shall not be made in an arbitrary and capricious manner or be disciplinary in nature.

D. Promotions

A promotion is defined as the upward movement of a unit member from a position in one classification to a position in another classification with a higher salary range designation.

1. A promotion shall result in placement on that step in the higher salary range which affords the employee a raise of not less than five percent (5%) salary increase if such step, not counting longevity steps, exists. In such a case, the employee shall be placed on the highest non-longevity step available. A new anniversary date shall be established, and the employee shall serve twelve (12) calendar months before becoming eligible for each subsequent step increase. For the purposes of longevity on the salary schedule, the employee shall retain his/her original hire date.
2. An employee promoted to a higher classification shall satisfactorily complete a trial period not to exceed six (6) months; the employee will typically be evaluated at the second and fifth month.
   a. If the evaluations during the period show unsatisfactory performance, the employee will return to his/her former classification.
   b. The employee retains the right to retreat to his or her prior position at any time during the trial period.

3. The position which the promoted employee vacates shall remain vacant for the trial period. If the employee successfully completes the trial period, the position will be filled in accordance with the contract.

4. Denial of Promotion
   a. A unit member who is denied a promotion may ask for a meeting with the Superintendent to discuss the reasons for the denial.
   b. If requested by the unit member, the District will provide a written statement for the denial. If appropriate, the statement will include areas in which the unit member needs improvement.

E. Interview Panels
1. CSEA shall have two (2) representatives on interview panels for bargaining unit positions. Reasonable attempts should be made to include at least one employee from the department which is hiring. When reasonably possible, the District shall provide CSEA with notice of an interview three (3) work days in advance.

2. Release time for interviews will be with the approval of the immediate supervisor. The District will make reasonable efforts to schedule interviews at times when CSEA’s selected interview panelists may attend. In no case shall the selection process be impeded if a bargaining unit member is unavailable to participate on the interview panel.

XIII. VACATION

A. Eligibility
   1. All bargaining unit members shall earn paid vacation time pursuant to the terms of this Article.
2. Pay for a day of vacation shall be the same as that which the bargaining unit member would have received had he/she been in a working status.

3. No bargaining unit member shall take vacation without prior written approval from the Superintendent or his/her designee. An employee on probation (whether initial employment or promotion) shall not be eligible to schedule or utilize vacation during the probation period.

B. Front Loading and Vesting of Vacation

1. Front Loading
   a. Employees shall be “front loaded” with vacation each July 1st. A full-time unit member [eight (8) hours per day / five (5) days per week / twelve (12) months per year] shall accrue vacation as follows:

   1 – 5 years of service with the District: ten (10) days
   6 – 10 years of service with the District: fifteen (15) days

   b. A unit member shall receive an additional day of vacation for each year of service for years eleven (11) through fifteen (15), for a maximum of twenty (20) days.

   c. Part-time employees shall have their vacation accrual prorated.

2. Vesting of Vacation
   a. A full-time unit member shall become vested in one-twelfth (1/12) of his/her front loaded vacation for each month of service rendered to the District.

   b. An employee shall be deemed to have rendered a month of service if he/she was in full-paid status for not less than eleven (11) working days in the month.

C. Carry Over of Vacation by Twelve Month Employees

1. Vacation is a benefit which, if it is to have value, is to be used. Therefore, each twelve (12) month bargaining unit member shall schedule accrued vacation in such a manner than, on June 30 of any year, the bargaining unit member has no more than twenty (20) days of unscheduled, accrued vacation credited to his/her account.

2. An employee who fails to schedule/use vacation as required by XIII.C.1. may be directed to schedule vacation.
3. The result set forth in XII.C.1. above shall not apply if the excess was caused by District cancellation of a bargaining unit member’s scheduled vacation and/or the bargaining unit member has advance written approval to carry over a larger amount.

D. Vacation Scheduling
1. Vacation schedules for twelve (12) month employees shall be coordinated with the bargaining unit member’s supervisor.

2. When a holiday falls during a scheduled vacation, the bargaining unit member shall be paid for the holiday and shall not be charged a vacation days.

E. Compensation Upon Separation
1. At the time of separation, for any reason, a bargaining unit member shall be compensated at his/her then current base hourly rate for all vested vacation, not used prior to the effective date of separation.

2. If a bargaining unit member separates from service and has utilized vacation which has not been vested, the District shall deduct from the bargaining unit member’s final paycheck the full amount of salary which was paid for such non-vested days of vacation that were taken.

F. Less Than Twelve Month Employees
1. Less than twelve (12) month employees shall neither schedule nor take vacation.

2. All vacation hours to be earned by such employees shall be compensated in cash as part of their monthly compensation.

XIV. LEAVES

A. Bereavement Leave
1. Bargaining unit members shall be granted leave as required by Education Code section 45194.

2. The leave shall be with full pay and shall not be charged against any other leave.

3. The leave shall be for a period of three (3) days; two (2) additional days will be granted if either out-of-state travel or one-way travel of more than four hundred (400) miles is required.
4. The immediate family is defined as the mother and step-mother, father and step-father, grandmother (step-grandmother), grandfather (step-grandfather), grandchild (step-grandchild), brother (step-brother) or sister (step-sister) of the bargaining unit member or of the spouse of the bargaining unit member; and the spouse, son (step-son), son-in-law (step-son-in-law), brother-in-law, or sister-in-law of the bargaining unit member, domestic partner, or any relative living in the immediate household of the bargaining unit member.

B. Trial and Inquest Jury Duty

1. A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform trial and inquest jury duty service.
   a. The District shall pay up to the amount of the differences between the bargaining unit member’s regular earnings and any amount the bargaining unit member receives as juror’s fees.
   b. Any meal, mileage, and/or parking allowance provided the bargaining unit member for jury duty shall not be considered in the amount received for juror’s duty.

2. A bargaining unit member show assigned shift ends at/or before 5:00 p.m. shall promptly return to duty if he/she is released from jury service at least two (2) hours period to the end of his/her assigned shift. A bargaining unit member whose assigned shift commences at 3:00 p.m. or later, and who was required to serve all or any part of the work day on jury duty shall be relieved from work with pay for that day.

3. A bargaining unit member shall be entitled to as many days of paid leave as are necessary for appearances under subpoena as a witness in court other than as a litigant.

C. Military Leave

1. A bargaining unit member shall be entitled to any military leave provided by law.

2. The bargaining unit member shall retain all rights and privileges granted by law arising out of the exercise of military leave.
D. **Leave of Absence for Illness or Injury**

1. A full-time bargaining unit member shall earn twelve (12) days leave of absence for illness or injury for each complete fiscal year of service.

2. Part-time employees shall be entitled to a pro-rated portion of the twelve (12) days leave of absence for illness or injury.

3. Pay for any day of such absence shall be the same as the bargaining unit member would have received had he/she rendered service on the day of illness or injury.

4. A bargaining unit member shall notify his/her immediate supervisor (or designee) as soon as reasonably possible of the bargaining unit member’s need to be absent.
   a. Absent extraordinary circumstances, this notification shall occur within fifteen (15) minutes after the commencement of the bargaining unit member’s shift.
   b. Where the absence is expected to exceed one (1) day, the bargaining unit member shall advise the supervisor or designee of the projected date of his/her return to duty.
   c. Bargaining unit members must fill out an absence report upon returning to duty.

5. Where the absence is for three (3) or more consecutive days, the bargaining unit member may be required to submit a medical certificate verifying his/her illness or injury.

6. A bargaining unit member deemed by the District to have (1) excessive absences, (2) or an unusual absence pattern, or (3) the absence occurs under unusual circumstances, may be required to submit a medical certificate verifying his/her illness or injury for any subsequent days of absence. Any such request for verification shall be accompanied by a written request from the District that the bargaining unit member will be required to provide such certificate prior to any further sick leave usage.

7. At the beginning of each fiscal year, the full amount of sick leave granted under this Article shall be credited to each bargaining unit member.
a. Credit for sick leave need not be accrued prior to taking such leave and such a leave may be taken at any time during the year. However, a new bargaining unit member of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this Article, until the first day of the calendar month after completion of six (6) months of active service with the District.

b. Should an employee separate from District service when his/her sick leave balance is in a negative status, the District will deduct the excess from the employee’s final check.

8. Use of this leave is appropriate for the period of time that the bargaining unit member is temporarily disabled due to pregnancy, miscarriage, childbirth and/or recovery therefrom. The length of the leave shall commence and terminate on dates determined by the bargaining unit member and the bargaining unit member’s physician.

9. If a bargaining unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year without limit.

10. Time off for medical and dental appointments will be treated as sick leave. All Classified employees shall receive a maximum of ten (10) hours of annual release time to attend medical or dental appointments. The ten (10) hours will not be deducted from their accrued sick leave. Leave must be used in two (2) hour increments.

11. The District recognizes that Labor Code §233 permits a unit member to utilize one-half (1/2) of his/her annual sick leave to care for an ill or injured family member (spouse, dependent child, parent, or domestic partner). Should this Agreement provide another leave which will satisfy the District’s obligation under Labor Code §233, that leave shall be used first.

E. **Industrial Accident and Illness Leave**

1. A person employed by the District for at least twelve (12) months in a probationary/permanent capacity, who is absent because of an industrial (i.e. job-related) accident or illness, shall be entitled to receive leave as follows:

   a. Up to sixty (60) working days in any one fiscal year for the same accident.

   b. Allowable leave shall not be accumulated from year to year.
c. The leave will commence on the first day of absence due to industrial accident or illness.

d. Payment for wages lost in any week shall not, when added to an award granted the employee under the Workers’ Compensation laws of this state, exceed the employee’s normal weekly rate.

e. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers’ Compensation.

f. When an industrial accident or illness occurs at a time when the full sixty (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.

F. Personal Necessity Leave

1. Up to seven (7) days of earned sick leave per year may be used for reasons of personal necessity leave as defined below:

   a. Serious or critical illness of a member of the immediate family as defined under Bereavement Leave.

   b. Accident involving his/her person or property, or the person or property of his/her immediate family of such an emergent nature that the immediate presence of the bargaining unit member is required during his/her work day.

   c. Appearance in any court or before any administrative tribunal as a litigant, a party, or as a witness under subpoena.

   d. Childrearing, including processing of adoption papers.

2. For reasons F.1.a. and F.1.b. above, and those involving extenuating circumstances, the approval shall be requested by the bargaining unit member at least two (2) days in advance of the absence; or, if not practicable, as soon as possible. The District recognizes that there will be times where two days’ notice simply will not be practicable. This will be judged on a case by case basis.
3. For reasons F.1.c. and F.1.d. above, the approval shall be requested by the bargaining unit member at least five (5) days in advance of the absence; or, if not practicable, as soon as possible.

4. Up to three (3) days of personal necessity leave may be used each school year for reasons deemed by the employee to be personally compelling.

   a. The bargaining unit member is not required to give a reason for the absence, but they must request and receive prior approval. The approval shall be requested by the bargaining unit member at least five (5) business days in advance.

G. **Family Care Leave**

   1. The District shall provide each eligible bargaining unit member with leave as required by the State and Federal Family and Medical Leave Acts. Such leave, if required, is without pay, but includes District-paid benefits at the same level as if the bargaining unit member were not on leave.

   2. Other leaves granted by the District pursuant to this Agreement may satisfy (in full or in part) the District’s obligations under those statutes.

H. **Pregnancy Disability Leave**

   The District shall provide pregnancy disability leave and childrearing leave in accordance with State and Federal Laws.

I. **General Leaves**

   When no other leaves are available, a leave of absence may be granted to a bargaining unit member on terms which are acceptable to the District and the bargaining unit member. Such leaves are at the sole discretion of the District and may be on a paid or unpaid basis.

J. **Five Months Difference Pay**

   When a person employed in the classified service is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute who has been employed to fill his/her position during his/her absence.
XV. PROFESSIONAL GROWTH

A. Purpose
Professional Growth is the continuous purposeful engagement in study and related activities designed to achieve, retain and extend the high standard of classified employees of the District. It is the intent of this program to provide incentive for staff participation.

B. Eligibility
Each permanent classified employee shall be eligible for the Professional Growth Program.

C. Professional Growth Units

1. Professional Growth Activities
The following types of activities, when directly applicable to the employee’s regularly assigned duties, are generally deemed appropriate for approval toward professional growth units:

- University / College level course (credit or non-credit)
- Community Colleges (credit or non-credit)
- Adult Education Program (credit or non-credit)
- Workshops or Seminars
- District sponsored classes

2. Credit
   a. An employee must earn five (5) Professional Growth Units to earn one (1) Professional Growth Award.
   b. One (1) Professional Growth Unit shall be awarded for every six (6) semester units or the equivalent (15 hours equal one unit) of approved professional growth work.
   c. An employee may accumulate Professional Growth Units from year to year.
   d. An employee is eligible for a maximum of one (1) Professional Growth Award or (5) District paid Professional Growth Units annually. (See F below.)

D. Approval of Activities
1. Professional Growth Activities must be approved, in writing, by the Superintendent/Principal prior to enrollment in the activity.
2. Approval may be given only for activities which are directly applicable to the employee’s regularly assigned duties. The employee shall submit in writing to, or in conference with, the Superintendent/Principal sufficient information for an approval decision to be made. This information shall include, but not be limited to the:

- course or activity to be undertaken;
- amount of time the employee will invest;
- date of completion;
- number of units to be earned;
- relationship to the employee’s work;
- institution or agency providing the course or experience;
- cost of the activity.

3. An employee must be in active status (not on any type of leave of absence) during the time the professional growth activity is undertaken. Credit will not be approved if attendance/participation occurs during the employee’s normal working day and/or the employee is paid for service to the District at the same time.

4. Coursework taken to fulfill licensing and/or initial job placement requirement will not be credited. Coursework taken prior to employment will not receive credit for the purposes of this program.

5. An employee who has been denied approval of a proposed professional growth plan may file a written appeal for reconsideration with the Board of Trustees.

E. Verification of Activities

Upon completion of the Professional Growth Activity, written verification of successful completion shall be submitted to the Superintendent/Principal for approval. A grade of “C” or better is required in order to receive credit for formal courses. For other activities, a certificate of successful participation is required. Where written verification is difficult or impossible, the employee will meet in conference with the Superintendent/Principal to provide the necessary verification.

F. Incentive

An employee may opt for either a salary incentive or for District payment of cost.

1. Salary

   a. Upon attainment of a Professional Growth Award, an employee shall be granted a salary award of three hundred fifty dollars ($350.00) per year.
Each permanent employee may earn a maximum of three (3) awards with no more than one award being granted in any three-year period.

b. Verification of completion of an Award must be completed on or before July 15, in order to receive the salary award during that fiscal year.

c. The salary award will be added to the annual salary at the beginning of the employee’s work year and be included proportionately with the regular monthly pay warrant thereafter.

d. The employee will not be eligible for a salary award if any portion of the cost of the professional growth activity was borne by the District.

e. Employees working less than eight (8) hours per day, twelve (12) months per year, shall receive the salary award on a proportionate basis.

2. District Payment of Costs:
   a. A permanent employee may be reimbursed for the actual out-of-pocket cost of an approved professional growth activity.

   b. An employee may receive a maximum reimbursement of $1,050.00 during a three-year period.

   c. Any units earned with District payment cannot be applied toward a salary award.

   d. Reimbursement for the Professional Growth Activity shall not be made until the following is submitted, in writing, to the Superintendent/Principal:

      1) Receipts verifying all out of pocket expenses;

      2) Verification of the successful completion of the Professional Growth Activity.

G. Degree Compensation

Employees will receive compensation for an Associate of Arts or an Associate of Science Degree if evidence is provided in the form of a transcript, from an accredited institution, that she/he has successfully completed a minimum of eighteen (18) college semester units, (or the equivalent quarter units), as part of the degree program directly related to the employees job description or prior stated career goal (i.e. instructional aide to teacher).
The compensation for an Associate of Arts or an Associate of Science Degree in a field related to the employee’s job as approved by the Superintendent/Principal is to be per year and to commence on July 1 after the completion of said degree. Notification of completion of a degree must be submitted to the Superintendent/Principal for approval by May 1.

1. Associate of Arts/Associate of Science (see current Salary Schedule for annual amount)

2. Bachelor Degree (see current Salary Schedule for annual amount)

3. Master Degree (see current Salary Schedule for annual amount)

4. Employees working less than eight (8) hours per day, twelve (12) months per year, shall receive the salary award on a proportionate basis.

5. Units earned can be used for Professional Growth Units in addition to the degree compensation.

XVI. LAYOFF / RE-EMPLOYMENT AND RESIGNATION

A. Layoff / Re-Employment

1. Definitions

   a. Seniority

   1) Seniority shall be determined by the date of District employment in probationary or permanent status.

   2) Seniority shall include service in the class from which layoff occurs and in higher classes.

   b. Bumping

   For purposes of this Article, **bumping** is defined as the displacement of a junior employee by a more senior employee to avoid either the layoff or a reduction in hours of the senior employee.

2. Layoff:

   a. **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.

b. **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 identify by name and classification of the unit member designated for layoff, and information on his/her displacement rights, if any, and re-employment rights.

c. **Order of Layoff:** Any layoff shall be affected within a class.

d. **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.

e. **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.

3. **Re-Employment Rights:**

   a. **Re-Employment 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 re-employed in the reverse order of layoff. Their re-employment shall take precedence over employment of new applicants.

**B. Resignation**

A unit member may resign by filing a written notice of resignation with the Superintendent (or designee). A resignation accepted by the Superintendent (or designee) may not be withdrawn by the unit member.
C. Retirement in Lieu of Layoff

1. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

2. The employee shall then be placed on a thirty-nine month re-employment list in accordance with this Article; however, the employee shall not be eligible for re-employment during such other period of time as may be specified by pertinent Government Code sections.

3. When an offer of re-employment is made to an eligible person retired under this section, if a written acceptance is received within ten (10) working days, the position shall not be filled by any other person, except a substitute, and the retired person shall be allowed sufficient time to terminate his/her retired status.

4. An employee subject to this section who retires and is eligible for re-employment and who declines an offer of re-employment equal to that from which laid off; shall be deemed to be permanently retired.

5. Any election to retire after being placed on a re-employment list shall be retirement in lieu of layoff within the meaning of this section.

D. Re-Employment in Highest Classification

Employees shall be re-employed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine months right to the higher paid position.

E. Improper Layoff

Any employee who is improperly laid off pursuant to the provision of Education Code Section 45308 shall be reemployed immediately upon discovery of the error, and shall be reimbursed for all loss of salary and benefits.
XVII. HEALTH AND WELFARE BENEFITS

A. Active Employees
Each unit member shall be entitled to receive medical, dental and other insurance benefits in accordance with Addendum #1.

B. Retired Employees
Each unit member shall be entitled to receive medical, dental and other insurance benefits in accordance with Addendum #2.

XVIII. DISCIPLINE OF PERMANENT EMPLOYEES

A. Definition
Discipline, as used in this Article includes, but is not limited to dismissal, demotion, suspension, or reduction in class without the permanent employee’s voluntary consent.

This Article shall not limit the District’s right to evaluate or to reprimand orally or in writing or to counsel employees. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

1. Permanent / Probationary
   a. Bargaining unit employees with permanent status shall be subject to discipline only for cause pursuant to this article.

   b. The probationary period is an extension of the selection process. As such, a probationary employee may be terminated, at any time, at the sole discretion of the District.

2. Progressive Discipline
In accordance with the concept of “progressive discipline,” counseling and an opportunity for improvement shall typically precede disciplinary action. However, this concept shall not apply in cases involving gross misconduct or other circumstances deemed appropriate by the District.

B. Causes for Discipline of a Permanent Employee
The continued employment of a permanent unit member is contingent upon satisfactory performance. A permanent unit member may be disciplined for just cause.

1. Just cause includes, by way of illustration and not limitation:
a. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, loyalty oaths, time sheets or cards, absence forms or any other District records.

b. Unsatisfactory performance of the duties of his/her position.

c. Inexcusable neglect of duty.

d. Abandonment of position. Three days of continuous absence without leave shall be deemed abandonment and shall result in termination as a voluntary resignation.

e. Repeated abuse of illness or other leave provisions.


g. Conviction of a felony, conviction of any sex or substance abuse 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.

h. An act of insubordination. This shall include, but is not limited to, refusal or failure to comply with a direct order and/or to perform regular or assigned work and/or refusal to cooperate fully.

i. While on duty: used, sold/furnished, or was under the influence of, or unlawfully possessed, any controlled substance.

j. Consumption of an alcoholic beverage 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 or upon employees associated with him/her. Specifically included is carrying an alcoholic beverage or intoxicant into a District facility or onto a District property.

k. Knowingly provided, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.

l. Dishonesty or theft, including deliberate destruction, damage or removal of District or another person’s property.
m. Unauthorized use, or misuse, of District supplies, materials, facilities or other property.

n. Willful/knowing violation of District rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.

o. Failure to possess or keep in effect any license, certificate, or other similar requirement required by the State of California for service in the employee’s classification shall result in termination as a ministerial act. An employee shall be given written notice of the District’s intended action and entitled to a hearing before the Superintendent to determine whether the employee currently possesses a valid authorization.

p. Offensive or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.

q. Conduct, either during or outside of duty hours, which negatively impacts the employee’s ability to render service to the District.

   Example: Jane is a school secretary. She is responsible for handling the PTA bank account. She deposits funds and issues reimbursements. She is also charged with collecting student fees for lunch accounts and other expenditures. Jane volunteered as a parent to see script as a fundraiser. It is determined that Jane stole $10,000 in money and or script from the PTA. Her conduct is notorious and the community has lost confidence in her ability to perform her job with honesty and integrity.

2. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two years preceding the date of 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. [Education Code 45113(d)]

The parties acknowledge that, when determining the appropriate level of discipline to impose for a cause which has occurred within the last two (2) years, the concept of “just cause” includes a consideration of the employee’s work record.
C. Procedure for Imposing Disciplinary Action on an Employee

1. Informal Conference
   Except in cases where the employee is placed on administrative leave with pay (see IX.D. below), an employee against whom disciplinary action is being considered shall be scheduled to attend a conference with his/her supervisor.

   a. At such conference, the employee shall be informed orally of the specific disciplinary action being considered, as well as the reasons, and be given an opportunity to respond.

   b. The employee may be represented at such conference by a representative of his/her choice. Failure of the employee to attend the meeting shall not invalidate any disciplinary action imposed pursuant to this Article.

2. “Skelly Notice” and Hearing [More Than Four (4) Days]
   a. Prior to imposing a suspension without pay for longer than four (4) days (including a recommended termination), the District shall give written notice to the employee (see IX.C.2. below). If after the suspension, the administration determines that the suspension was not warranted, the employee shall receive back pay as a remedy.

   b. At a time not less than five (5) calendar days after the written notice of disciplinary action was personally delivered or sent to the employee by certified mail, return receipt requested, the employee shall be scheduled for a conference with the Superintendent or his/her designee. At the “Skelly,” the employee shall be given the opportunity to respond to the changes.

   c. The employee may be represented at the “Skelly” by a representative of his/her choice.

3. Contents of Written Notice (All Disciplinary Actions)
   The contents of a written notice of disciplinary action shall include, but need not be limited to, the following:

   a. A statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;

   b. A statement of the cause, or causes, for the action taken;
c. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;

d. A statement of the discipline proposed, including beginning and ending date(s) if appropriate;

e. A statement that the employee may file a request for hearing before the Governing Board directly with the Superintendent or his/her designee within ten (10) work days after service of the written notice.

f. A statement that if the employee does not respond pursuant to (e) above, the District will impose the discipline as noticed.

D. Immediate Effect

1. Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing when the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.

2. This verbal notification shall be followed by service upon the employee of the written notice as set forth in IX.C.3.

3. An employee may be subsequently suspended without pay after satisfaction of the “Skelly” due process requirements.

E. Association Representation

The employee may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

F. Hearing Before the Governing Board

1. If the employee served with a recommendation for disciplinary action files a timely request for hearing, the Governing Board may conduct such hearing itself or may appoint a designee to conduct such a hearing.

2. a. Such designee may include, but is not limited to, a hearing officer (e.g., an Administrative Law Judge obtained through the Office of Administrative Hearings).

   b. Any decisions rendered by such a designee shall be advisory to the Board.
3. If an employee requests a hearing and subsequently fails to appear at such hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the employee, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the employee.

4. The hearing shall be conducted in closed session unless the employee requests a public hearing. The Board or its designee may deliberate in the absence of the employee and the District administration.

5. At such hearing, the employee shall be entitled to appear personally, to be represented by a person of his/her choice, to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.

6. The Governing Board’s determination of the level of discipline shall be conclusive. An employee, after exhaustion of administrative remedies, may seek judicial review for the sole purpose of determining whether cause existed for discipline.

G. General Provisions

1. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.

2. Nothing in this Article shall limit the District’s right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.

3. A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee offered a disciplinary settlement by the District shall, if requested by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by his chosen representative prior to signing it.
XIX. GRIEVANCE PROCEDURE

A. Purpose
1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise.

2. Grievance proceedings shall be as informal and confidential as reasonably appropriate at each level of the procedure.

B. Definitions
1. A “grievance” is an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.

2. A “grievant” is an employee covered by this Agreement or CSEA, on behalf of one or more unit members. If filing on behalf of a unit member, CSEA shall stand (for all purposes) in the position of the unit member(s).

3. A “day” is any day that the District office is open for business.

4. A “supervisor” is the designated supervisory or management person, who at the lowest administrative level, assigns, directs the work of, or evaluates the employee. The supervisor of each unit member will be designated in writing.

C. Informal Level
1. Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with the supervisor.

2. The informal conference shall be scheduled and conducted within twenty (20) days after the grievant knew, or should reasonably have known, of the facts giving rise to the grievance.

D. Level I – Immediate Supervisor
1. If not resolved to the satisfaction of the grievant at the informal level, the grievance may be presented, on the approved District form, to the immediate supervisor within ten (10) days after the informal conference. A copy of the Grievance Form is included as Attachment 3 to this Agreement.

2. Within ten (10) days after the filing of the formal grievance, the supervisor shall investigate the grievance and give his/her decision in writing to the grievant.
E. Level II – Superintendent

1. If the grievant is not satisfied with the decision rendered pursuant to Level I, or if no written decision has been rendered within ten (10) days, the grievant may appeal the decision within ten (10) days to the Superintendent or his/her designee.

2. The appeal shall include a copy of the original grievance, the decision rendered at Level I (if any) and a clear, concise statement of the reasons for the appeal. (See Attachment 4)

3. Within ten (10) days, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

F. Level III – Board

1. If the grievant is not satisfied with the decision rendered at Level II, or if no written decision has been rendered within ten (10) days, the grievant may appeal the decision within ten (10) days to the District Governing Board. The appeal shall include a copy of the original grievance, the decisions rendered at Levels I and II, and a clear, concise statement of the reasons for the appeal.

2. Upon mutual consent of the Superintendent and CSEA, the Board may decide the grievance on the basis of the material submitted by the grievant and the Superintendent. In the alternative, the Governing Board shall schedule a meeting to be held within thirty (30) days after receipt of the appeal.

3. If a meeting is held, the Superintendent and the grievant shall be afforded the opportunity to make a presentation and may be asked clarifying questions by the Governing Board.

4. If a meeting is held, it shall be in closed session unless state law requires that it occur in open session.

5. Within fifteen (15) days after the meeting, or within thirty (30) days after receipt of the appeal if no meeting is conducted, the Governing Board shall give its decision in writing to the grievant.

6. The Governing Board’s decision shall be final and binding upon the parties.

G. General Provisions

1. If the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive,
pending final decision on the grievance, unless there exists a clear and present danger to the employee or others.

2. If multiple grievances arise on the same issue, the District may elect to hear only the first written grievance filed. In such case, the decision rendered shall be applicable to all claims on the same issue which arose from the same set of circumstances.

3. Grievance meetings between the District and the Grievant/CSEA shall occur during the normal workday, but at a time and in a manner which does not unduly interfere with the employee’s work or the normal operation of the District.

4. During the pendency of any grievance and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

5. Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given at the preceding step.

6. Failure of the District to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next level within the applicable time limits.

7. Time limits set forth in this Article may be modified by mutual written agreement of the parties involved.

8. Any request for necessary and relevant information should normally be made at or before Level I. Only related matters may be subsequently introduced.

9. A decision made totally in favor of the grievant, at any point in the grievance process, shall constitute sufficient cause to remove any directly related material from the employee’s personnel file.

XX. SAVINGS PROVISION

A. Invalid Provision

If any provision of this Agreement is held invalid either by operation of law or by a court of competent jurisdiction, or by a decision of the Public Employees Relations Board, the remainder of this Agreement shall not be affected thereby.
B. Successor Language
In such case, if reasonably possible, the parties shall promptly meet to negotiate successor language which will affect the original intent of the parties.

XXI. EFFECT OF AGREEMENT

A. Completion of Agreement
The Parties agree that they are not obligated to meet and negotiate on any subject, whether covered in the Agreement or not during its term unless mutually agreed upon. This does not however, deprive CSEA of the right to bargain impact and effects of managerial decisions or new law.

Subject matter covered by this Agreement shall prevail over the same subject matter covered by District policies and procedures.

B. Initial Term
This Agreement shall become effective upon ratification by both parties and shall remain in effect through and including June 30, 2020. This agreement shall remain in effect until a successor agreement is negotiated by the parties.

C. Annual Reopeners
Each year of this Agreement, either party may reopen negotiations as set forth below:

1. For 2017-18 reopeners shall be: Appendix A (Salary Schedule, the District’s required contribution for insurance benefits, and up to two (2) additional articles or topics of bargaining.

2. For 2018-19 reopeners shall be: Appendix A (Salary Schedule, the District’s required contribution for insurance benefits, and up to two (2) additional articles or topics of bargaining.

3. For 2019-20 reopeners shall be: Appendix A (Salary Schedule, the District’s required contribution for insurance benefits, and up to two (2) additional articles or topics of bargaining.
ATTACHMENT 1

HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

1. **Dental Plan**
   The District shall provide full-time unit members and dependents with a dental plan.
   
   Currently Delta Dental:
   - Employee Only: $64.66 / month
   - Employee + One: $117.09 / month
   - Employee + Family: $168.30 / month

2. **Vision Care Plan**
   The District shall provide full-time unit members and dependents with a vision care plan.
   
   Currently Vision Service Plan:
   - Employee Only: $8.71 / month
   - Employee + One: $16.24 / month
   - Employee + Family: $24.12 / month

3. **Medical Plan**
   The District shall provide full-time unit members and dependents with a medical plan. In the 2017-18 school year, unit members may choose from the following plans:

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<th>Plan</th>
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<th>Employee + One</th>
<th>Employee + Family</th>
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4. **Full-Time Bargaining Unit Members**
   A unit member who is employed to work at least eight (8) hours per day, five (5) days per week, twelve (12) months per year ("full-time"), shall receive a District contribution for insurance premiums.

5. **Part-Time Bargaining Unit Members**
   A part-time unit member may participate in the District group medical, vision, and dental plans, subject to the following:
a. The unit member must be employed to work at least four (4) hours per day, five (5) days per week, for not less than the student attendance calendar.

b. The unit member must properly enroll in an approved dental, vision and medical plan.

c. The unit member shall receive a pro-rated contribution towards benefits based on the ratio of the unit member’s contractual service to 1.0 FTE [eight (8) hours per day, five (5) days per week, twelve (12) months per year].

d. Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the bargaining unit member through payroll deduction.

e. The following employees shall be “grandfathered” to receive a “full-time” contribution toward benefits for so long as they work eight (8) hours per day for the minimum days specified below:
   Embry, Robin: 210 days

6. Required District Contribution for Premiums
The District’s maximum benefit contribution, if actually required, shall be $13,588.56. This represents the full cost of premiums for dental, vision and Blue Cross Plan 2 as it existed on June 30, 2007. The purpose of the contribution is to allow a full-time employee to enroll in one of the medical plans and to also enroll in the dental plan and to also enroll in the vision plan.

7. IRC Section 125 Plan
The District shall maintain an IRC Section 125 Plan for the benefit of unit members.

8. COBRA
Pursuant to Federal Law (COBRA), a unit member who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to eighteen (18) months.

a. A unit member’s spouse, former spouse, or dependent child, may have a right to continued coverage for up to thirty-six (36) months.

b. All such continued coverage is at the sole cost of the unit member or other qualified individual.

c. COBRA specifically provides that continued coverage may be subject to carrier approval and restrictions.
HEALTH AND WELFARE BENEFITS FOR RETIRED EMPLOYEES

1. Eligibility
   a. To be eligible for this program, the employee must have completed twenty (20) years of service in the District. Years of service to District must be consecutive immediately preceding date of retirement. During the last ten (10) years of service, the employee must have been employed for four (4) hours or more per day.

   b. The employee must be age fifty-five (55) or more at the time of retirement.

   c. The employee must have been covered by the District medical insurance for at least twelve (12) consecutive months prior to retirement.

2. Benefit
   a. The District shall pay fifty percent (50%) of the “Required District Contribution for Premiums” (Addendum 1) in effect at the time the unit member retires until the unit member reaches age sixty-five (65). The District co-pay remains the same from year to year.

   b. The District’s co-payment will be made only when the employee pays the balance of the cost.

   c. The Co-payment will terminate upon the:

      1. Death of the employee; or

      2. Failure of the employee to pay the balance of the cost; or

      3. The employee reaching age 65.

3. Limitations
   a. This program will apply only to employees who meet the eligibility requirements and who are currently working as of the date of ratification of this Agreement. Former employees now retired or resigned are not eligible for the program.
WHEATLAND UNION HIGH SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM – LEVEL I

NOTE: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance in an informal conference with his/her immediate supervisor within twenty (20) days after the grievant knew or should reasonably have known of the alleged violation.

Date of Informal Conference: __________ Supervisor Present at Informal:

1. List the specific provision(s) alleged to have been violated:

   ARTICLE _____ PARAGRAPH _____ ARTICLE _____ PARAGRAPH _____
   ARTICLE _____ PARAGRAPH _____ ARTICLE _____ PARAGRAPH _____
   ARTICLE _____ PARAGRAPH _____ ARTICLE _____ PARAGRAPH _____

2. The date, or date(s), on which the violation allegedly occurred:

   ___________________________________________________________________

3. Describe generally how the articles / paragraph listed in #1 above were violated.

   ___________________________________________________________________

   (Attach additional sheets if necessary)

4. Explain why the supervisor’s proposed solution at the informal level was not acceptable.

   ___________________________________________________________________

   (Attach additional sheets if necessary)

5. Specifically, what remedy do you want:

   ___________________________________________________________________

   ___________________________________________________________________

Date Submitted: __________________________ Date Received: __________________________

Grievant Signature: __________________________ Received by: __________________________

6. Supervisor’s Level I Response:

   ___________________________________________________________________

   (Attach additional sheets if necessary)
WHEATLAND UNION HIGH SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM – LEVEL II

THIS IS A LEVEL II APPEAL
A copy of the Level I written grievance forms, and the responses, must be attached to this Appeal.

Date Level I Filed: _________________________________
Date Decision Rendered: _________________________________

Reason(s) for Appeal:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Specific Remedy Sought:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Conference Requested: _____ Yes _____ No

Date Submitted: _________________________________ Date Received: _________________________________
Grievant Signature: _________________________________ Received by: _________________________________

District Response:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
# WHEATLAND UNION HIGH SCHOOL DISTRICT

## Classified Salary Schedule

### 2017-18

**Appendix A**

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**Medical Insurance**

Annual Maximum Contribution: $13,588.56

**Longevity**

- 3.5% at 10 years of service
- 6% at 15 years of service
- 8.5% at 20 years of service
- 13% at 25 years of service
- 16% at 30 years of service

**Professional Growth**

- A.A. or A.S. degree (per contract): 580.21
- BA: 1,161.51
- Masters: 1,916.43

*Board Adopted: March 14, 2018*
## WHEATLAND UNION HIGH SCHOOL
### CLASSIFIED RANGES

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<th>Range</th>
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</tr>
<tr>
<td>Clerk</td>
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<td>Health Aide</td>
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<td>Bilingual Instructional Aide</td>
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<td>Library Clerk</td>
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<tr>
<td>Van Driver Part-Time</td>
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<td>Account Clerk</td>
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<tr>
<td>Attendance Clerk</td>
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<tr>
<td>Part Time Custodian / Grounds / Maintenance</td>
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<td>Cook Manager</td>
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<td>Guidance Technician</td>
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<tr>
<td>Administrative Secretary</td>
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<tr>
<td>Driver / Custodian</td>
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<tr>
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<tr>
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<td>Driver / Groundskeeper</td>
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<td>Part Time Bus Driver</td>
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<tr>
<td>Bus Driver Trainer</td>
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<tr>
<td>Maintenance / Bus Driver</td>
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</table>
AGREEMENT

between

CHAPTER #353 of the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and the

WHEATLAND UNION HIGH SCHOOL DISTRICT
(Successor Agreement July 2017 through June 30, 2020)

The Wheatland Union High School District (District) and Chapter #353 of the California School Employees Association (Association) enter into the attached successor agreement.

This shall fully and finally resolve all bargaining for a successor agreement (July 1, 2017 through and including June 20, 2020).

By: ________________________________ Date: 6/25/2018
Dr. Vic Ramos, Superintendent
Wheatland Union High School District

By: ________________________________ Date: 6/25/18
Wendy Boatright, President
California School Employees Association
Chapter #353