

TENTATIVE AGREEMENT  
BETWEEN THE  
WILLOWS UNIFIED SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS WILLOWS CHAPTER #119  
(Successor Agreement)

June 8, 2021

CONTRACT TEXT – SUMMARY OF CHANGES
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**Agreed to terms of negotiations for 2020-21 (Summary of Changes):**

**Changes to ARTICLE 5:**

**ARTICLE 5.4:** Renumber to 5.4.1 and change from “a total of two (2) days” to “a total of 16 hours, to be used in increments of not less than 1 hour”

**New ARTICLE 5.4.2:** At the discretion of the superintendent, the Chapter President may be released from evening shift work to attend District board meetings to stay informed of District business. Such release time may be for up to two hours per meeting with substitute coverage provided.

**Changes to ARTICLE 7:**

**ARTICLE 7.2:** Change from “The length of the workday shall be designated to the District” to “The length of the workday shall be designated by the District...”

**ARTICLE 7.9.3:** Add at end of article: (holiday pay plus time and one-half).

**ARTICLE 7.10:** Change to read:

7.10.1 A bargaining unit member shall have the option to elect compensatory time off in lieu of cash compensation for overtime work. Such election shall be made at the time that the overtime is worked by recording those hours on the employees’ timesheet as “comp time”. Compensatory time shall be earned at the appropriate extra duty or overtime rate in accordance with this Article.

7.10.2 Requests to use earned compensatory time shall be made in accordance with Article 12.9, Vacation Scheduling, and recorded and reported following District leave procedures.

7.10.3 A bargaining unit member may accumulate up to seventy five (75) hours of compensatory time. Such time shall be used by June 30<sup>th</sup> or the fiscal year in which it was earned or will be paid off in a supplemental payroll check on July 10<sup>th</sup> at the rate of pay in effect as of June 30<sup>th</sup> or at the rate of pay at which the hours were worked if the employee has been promoted to a higher range.

**Changes to ARTICLE 8:**

For changes to the Classified Salary Schedule, refer to attachments, as follows:

- Attachment A-1, Classified Salary Schedule

- Appendix 1 to Attachment A-1, Summary of Changes to the Classified Salary Schedule
- Attachment A-3, Classifications

**ARTICLE 8.1:** Change to read: Each unit member shall be paid based on his/her placement on Attachment A-1, Classified Salary Schedule.

**ARTICLE 8.1.2:** Change dates to read: 2020/21, 2021/22, and 2022/23

**ARTICLE 8.7:** Change to read: at least a 5% increase as a result of that promotion

**ARTICLE 8.8:** Change to read: at the beginning step (Step 1)

**ARTICLE 8.9:** Change to read:

**8.9.1:** Unit members who work in their regular classification(s) will maintain their current placement on the salary schedule.

**8.9.2:** Unit members who work in a classification other than their regular classification(s) will be placed on Step 1 and will progress on the steps of the salary schedule each summer they work in that classification.

**8.9.3:** All unit members employed before July 1, 2020 who are currently working additional classifications of summer school will remain at their steps on the salary schedule for such summer assignments previously worked. These employees will be grandfathered.

**ARTICLE 8.10:** Change to read: Any unit member required to use his/her private vehicle on District business shall be reimbursed at the current IRS rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employees' normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds upon submission of the claim by the employee on the appropriate District reimbursement request form, as defined in Board Policy and Administrative Regulation 3350.

**ARTICLE 8.11:** Change to read: as defined in Board Policy and Administrative Regulation 3350.

**ARTICLE 8.12:** Change to read: shall be reimbursed by the District for the cost of such lodging as outlined in Board Policy and Administrative Regulation 3350.

**ARTICLE 8.13:** Change to read: New employees shall normally be placed on Step 1 of the salary schedule. The District may grant experience credit up to Step 6 for any new employee.

**Changes to ARTICLE 9:**

**ARTICLE 9.1:** Add to the list of positions: Yard Duty Supervisor / Crossing Guard

**ARTICLE 9.3:** Change to read: Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear, including but not limited to:

For Yard Duty Supervisor / Crossing Guards:

- Safety vest: Hi-Vis ANSI Class 2 Minimum (provided by District)
- Stop Sign: Class 2 Minimum – 18” plus reflective (provided by District)
- Rain Gear: Reimbursement of up to \$50 annually towards the purchase of a rain

jacket or rain suit (Hi-Vis ANSI Class 2 minimum) and one pair of rain boots, suitable for assigned work, subject to District pre-approval.

For Maintenance, Grounds, and Custodians:

- Reimbursement of up to \$50 annually towards the purchase of one pair of work boots, suitable for assigned work, subject to District pre-approval.

For Food Service / Cafeteria Staff:

- Reimbursement of up to \$25 annually towards the purchase of one pair of non-slip shoes, suitable for assigned work, subject to District pre-approval.

Employees who receive reimbursement under this Article but do not complete their probationary period (6 months) shall have the reimbursement amount deducted from their final paycheck.

**ARTICLE 9.6.3:** CSEA and the District will create a committee by July 1, 2021 which shall be tasked with defining the Classified Employee Professional Growth program

**Changes to ARTICLE 10:**

**ARTICLE 10.6: Change to: IRC § 125 Plan:** The District shall offer to all unit members an Internal Revenue Code Section 125 Plan (aka Cafeteria Plan). The Plan benefits include access to pre-tax medical insurance premium payments, a flexible spending account for health costs and a dependent care assistance plan. Eligibility requirements and full plan benefits are contained in the Plan documents available from the District Office.

**ARTICLE 10.7:** Add: The District may contract with providers to have other benefits made available to employees on a voluntary basis, such as additional life insurance, cancer and accident insurance policies, and 403(b) and 457 plans. Information on these plans will be made available to all employees at the time of employment and as any new benefits become available.

**CHANGES TO ARTICLE 12:**

**ARTICLE 12.5:** Add to the end of last sentence: pursuant to Education Code 45197.

**ARTICLE 12.9.1:** Add language re Compensatory Time: Vacation or Compensatory Time off (ARTICLE 7.10) shall be scheduled at times requested by the bargaining unit employee...

**CHANGES TO ARTICLE 13:**

**ARTICLE 13.4.1:** Change to: An employee who is employed five (5) days a week, who is employed for a full fiscal year, shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay.

**ARTICLE 13.4.8:** Correct numbering / placement - move from 13.6: If an employee who has no accumulative sick leave for previous years takes all or a portion of the sick leave allowable for the current school year and subsequently fails to serve the District for the full school year, an amount equivalent to the number of days of used but unearned sick leave shall be deducted from the final salary warrant drawn payable to said employee.

**ARTICLE 13.4.9:** Correct numbering / placement - move from Article 13.6: The District may require verification before allowing pay for absence due to illness, accident, or quarantine.

**ARTICLE 13.5.1:** Insert "pursuant to Education Code 45192" (An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days, pursuant to Education Code 45192,)

**ARTICLE 13.6 – Entitlement to Other Sick Leave:** Change to: Whenever an employee is absent from duty on account of his/her own illness or injury for a period of time in excess of the sick leave to which he/she is entitled, he/she shall be allowed, for a period of not to exceed one hundred (100) working days, the difference, if any, between his/her salary and that which shall actually have been paid a substitute employee, employed to fill his/her position during his/her absence, and who is not already a member of the classified service. Entitlement to sick leave provisions under this section, if any, shall be used after entitlement to all regular sick leave, accumulated compensatory time, vacation, or other available paid leave has been exhausted.

**ARTICLE 13.8.1:** Add to the end of the last sentence: “(kinship)”.

**CHANGES TO ARTICLE 15:**

**ARTICLE 15.3.3: Add:** All employees whose assigned duties include providing home to school transportation in non-commercial vehicles (District vans) shall be subject to the same testing provisions as stated in Article 15.3.1 and 15.3.2.

**CHANGES TO ARTICLE 16:**

**ARTICLE 16.2:** Change to read: All vacancies shall be posted by the District for not less than five (5) working days prior to being filled.

**ARTICLE 16.2.1:** Any employee on leave within the affected class during the period of any posting shall be notified of the posting via the District All-Call phone system and e-mailed a copy of the notice to his/her District e-mail address on the date the position is posted.

**ARTICLE 16.3:** Add at the beginning “Consistent with federal and state disability laws,” the District shall give alternate work...

**ARTICLE 16.4:** Remove in its entirety, renumber Involuntary Transfers from 16.5 to 16.4.

**CHANGES TO ARTICLE 17 - Promotion:**

**ARTICLE 17.1:** First Consideration:

Add: The following criteria shall be considered in filling a vacancy:

- a. Seniority in the class
- b. The qualifications, including experience and recent training of the unit member compared to those of other candidates for the position to be filled and the position to be vacated.

**ARTICLE 17.2.1:** Change “Association” to “CSEA”.

**ARTICLE 17.2.2.:** Change last sentence to read: “Any employee who works within that classification or has requested to be notified of a vacancy within that classification who is on leave or layoff during the period of the posting shall *be notified of the posting pursuant to the Articles of this agreement governing their status on the date the position is posted.*”

**ARTICLE 17.3:** Change last sentence to end with: the salary range, and the application deadline.

**ARTICLE 17.4:** Change to read: Any employee in the bargaining unit may file for the vacancy by submitting an application for the position consistent with District procedures (resume or classified application) within the filing period.

**ARTICLE 17.6:** Change to read: shall be moved to the appropriate Range and Step of the new class to ensure at least a five percent (5%) increase as a result of that promotion.



**CHANGES TO ARTICLE 18 – CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS**

**ARTICLE 18.3:** Change to read “which will result in at least a five percent (5%) increase above the salary of the existing position or positions.

**CHANGES TO ARTICLE 21:**

**ARTICLE 21.2.3:** Special Trip Meals: Bus Drivers who, as a result of a work assignment must have meals away from the District, shall be reimbursed for the cost of the meal. The actual costs of meals, on a daily basis, should be claimed, but should not exceed the limits for meal reimbursement as defined in Board Policy and Administrative Regulation 3350. Bus Drivers are entitled to a meal every four (4) hours while on work duty.

**CHANGES TO ARTICLE 22:**

**ARTICLE 22.1:** Change to read: The Chapter shall appoint two (2) unit member representatives to the District Safety Committee each year. This committee shall meet up to five times per year to review health, safety, and sanitation conditions. The function of this committee is to make recommendations to the Superintendent.

**CHANGES TO ARTICLE 26:**

**ARTICLE 26.4:** Change to read: The Chapter shall have the right to designate six (6) employees who shall be given reasonable release time to prepare for and to participate in negotiations.

**ARTICLE 26.7:** Add new article: The Chapter shall appoint two (2) unit member representatives to the District Calendar Committee each year.

**CHANGES TO ARTICLE 32:**

**ARTICLE 32.1:** This Agreement shall be effective July 1, 2020 through June 30, 2023.

**ARTICLE 32.2:**

32.2.1 Reopeners for 2021/2022 shall be salary and benefits and plus two (2) additional articles for each party.

32.2.2 Reopeners for 2022/2023 shall be salary and benefits and plus two (2) additional articles for each party.

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June 8, 2021

CONTRACT TEXT
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Agreed to terms of negotiations for 2020-21:

**ARTICLE 5  
ORGANIZATIONAL RIGHTS**

- 5.1 **Chapter Rights:** The Chapter shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 5.1.1 The right of reasonable access during working hours to areas in which employees work. Official representatives of CSEA visiting the work site shall follow the school's procedures for visitors.
- 5.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, and the use of the internal school mail system, and other District means of communication for the posting or transmission of information or notices concerning Chapter matters. The Chapter shall be responsible for content of all material.
- 5.1.3 The right to use, without charge, institutional facilities and buildings at reasonable time when approved on a Civic Center form.
- 5.1.4 The right to be supplied with a complete hire date, classification, and bargaining unit seniority roster of all bargaining unit employees annually in September. The roster shall indicate the employee's present classification and primary job site.
- 5.1.5 The right to review at all reasonable times any other material in the possession of or produced by the District necessary for the Chapter to fulfill its role as the exclusive bargaining representative.
- 5.2 **Prohibition Against Advisory Committees:** The District shall not form or cause to be formed, any Advisory Committee on any matter concerning bargaining unit employees without giving the Chapter the opportunity for representation and/or input to the Committee.
- 5.3 **Distribution of Contract:** Within thirty (30) days after the execution of this Contract, the District shall provide a hard copy to the President of the unit and place the fully executed Contract on the District website.

5.4 **Attendance at Meetings:**

5.4.1: The District may grant released time, at the discretion of the Superintendent, not to exceed a total of 16 hours, to be used in increments of not less than 1 hour, for the local Chapter President or designee to attend meetings outside of the District provided she/he makes arrangements no less than one (1) week in advance with her/his supervisor so that a substitute can be called in, if necessary. A substitute in this case, will be paid for by the District.

5.4.2: At the discretion of the superintendent, the Chapter President may be released from evening shift work to attend District board meetings to stay informed of District business. Such release time may be for up to two hours per meeting with substitute coverage provided.

**ARTICLE 7**  
**HOURS AND OVERTIME**

7.1 **Workweek:**

7.1.1 The maximum workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week unless otherwise mutually agreed upon. 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 Paragraph 7.10.

7.1.2 All employees classified as either Account Clerk, School Secretary I and II and Library/Media Specialist, shall have a workweek as follows: The workweek shall consist of five (5) consecutive days, Monday through Friday, of seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Paragraph 7.10. The provisions of this Section (7.1.2) shall only apply to a person who was employed in one of the listed classes on April 1, 2006 and who was full-time at 37.5 hours.

7.2 **Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

7.3 **Adjustment of Assigned Time:** Any employee in the bargaining unit who is required to work fifteen (15) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

7.4 **Increase in Hours:** When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee with the greatest bargaining unit seniority, within that class or, if that be equal, the greater higher date seniority, and if that be equal, then the determination shall be made by lot. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

7.5 **Lunch Periods:** All employees covered by this Agreement shall be entitled to a duty-free lunch period. Unless mutually agreed to otherwise, the length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (½) hour and shall be scheduled for full-time employees at or about midpoint of each work shift. An employee required to work during

his/her lunch period shall receive pay at the rate of time and one-half for all time worked during the normal lunch period.

**7.6 Rest Periods:**

7.6.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period except as provided for in Paragraph 7.6.3, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

7.6.2 Specified periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their Supervisors.

7.6.3 Rest periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled to the mutual convenience of the employees and Supervisors.

7.6.4 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

**7.7 Rest Facilities:** The District shall make available lunchroom, restroom, and lavatory facilities for classified employee use.

**7.8 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.

**7.9 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 of the employee for all work required. Overtime is defined to include any time worked in excess of that allowed under Paragraph 7.1.1 and 7.1.2. of Article 7, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

7.9.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.

7.9.2 All hours worked on the seventh (7th) consecutive day of work shall be compensated at double the regular rate of pay.

7.9.3 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 (holiday pay plus time and one-half).

**7.10 Compensatory Time Off:**

7.10.1 A bargaining unit member shall have the option to elect compensatory time off in lieu of cash compensation for overtime work. Such election shall be made at the time that the overtime is worked by recording those hours on the employees' timesheet as "comp time". Compensatory time shall be earned at the appropriate extra duty or overtime rate in accordance with this Article.

7.10.2 Requests to use earned compensatory time shall be made in accordance with Article 12.9, Vacation Scheduling, and recorded and reported following District leave procedures.

7.10.3 A bargaining unit member may accumulate up to seventy-five (75) hours of compensatory time. Such time shall be used by June 30th in the fiscal year in which it was earned or will be paid

off in a supplemental payroll check on July 10<sup>th</sup> at the rate of pay in effect as of June 30<sup>th</sup> or at the rate of pay at which the hours were worked if the employee has been promoted to a higher range.

- 7.11 **Overtime - Equal Distribution:** Overtime shall be distributed and rotated as equally as practical among employees in the bargaining unit within each department.
- 7.12 **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 pay at the appropriate rate of pay under this Agreement.
- 7.13 **Right of Refusal:** Any employee shall have the right to reject any offer or request for overtime or call back, on-call, or call-in time.
- 7.14 **Stand-by Time:** All stand-by 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.
- 7.15 **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.
- 7.16 **Hours Worked:** For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.
- 7.17 **Compensation for an Employee Working Out of Classification:** An employee shall not be required to perform duties not a part of his/her regular classification except as provided in Paragraph 7.17.1.

7.17.1 If assigned to duties normally performed by employees in a higher classification, the employees shall receive the regular rate of pay for that high class on the step on which he/she is assigned in his/her classification.

## **ARTICLE 8** **PAY AND ALLOWANCES**

For changes to the Classified Salary Schedule, refer to attachments, as follows:

- Attachment A-1, Classified Salary Schedule
- Appendix 1 to Attachment A-1, Summary of Changes to the Classified Salary Schedule
- Attachment A-3, Classifications

8.1 **Salary:** Each unit member shall be paid based upon his/her placement on Attachment A-1, Classified Salary Schedule.

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



- 8.1.2 The District shall pay step and longevity increases for the 2020/21, 2021/22, and 2022/23 school years.
  - 8.1.3 Instructional Aides working yard duty will be paid at their regular hourly wage as an aide.
  - 8.1.4 Each Custodian whose shift includes a majority of its hours between 5:00 p.m. and 6:00 a.m. shall be entitled to receive a shift differential. The shift differential shall be two point five percent (2.5%) of his/her base pay and shall apply to all hours in the shift.
- 8.2 **Longevity Increases:** An employee in the bargaining unit shall be eligible for longevity increases as follows:
- 8.2.1 Upon completion of twelve (12) complete years in the District, an amount equal to three percent (3%) of his/her current step.
  - 8.2.2 Upon completion of sixteen (16) complete years in the District, an amount equal to six percent (6%) of his/her current step. This amount is in lieu of that set forth in Paragraph 8.2.1.
  - 8.2.3 Upon completion of twenty (20) complete years in the District, an amount equal to nine percent (9%) of current step. This amount is in lieu of that set forth in Paragraph 8.2.2.
  - 8.2.4 Upon completion of twenty-four (24) complete years in the District, an amount equal to twelve percent (12%) of current step. This amount is in lieu of that set forth in Paragraph 8.2.3.
  - 8.2.5 Upon completion of twenty-eight (28) complete years in the District, an amount equal to fifteen percent (15%) of current step. This amount is in lieu of that set forth in Paragraph 8.2.4.
  - 8.2.6 Up to five (5) complete years of prior California public school experience (K-14) may be used to supplement the twelve (12), sixteen (16), twenty (20), twenty-four (24) and twenty-eight (28) year requirement set forth in Paragraphs 8.2.1 through 8.2.5. These five (5) years of prior service shall also count towards satisfaction of the twenty (20) year requirement in Paragraph 10.5.2.
- 8.3 **Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.
- 8.4 **Frequency - Once Monthly:** All employees in the bargaining unit, other than those on time cards, shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on Saturday or a holiday, the paycheck shall be issued on the preceding workday.
- 8.4.1 Payroll warrants for ten (10) month employees must reflect actual time worked i.e. eleven (11) months, regardless of the amount of time worked in the eleventh (11th) month.
- 8.5 **Special Payments:** Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued.
- 8.6 **Pay Increases:** The District shall make a lump sum payment, retroactive, of any increase in Paragraph 8.1, within forty-five (45) days of the ratification of this Agreement.

- 8.7 **Promotion:** Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate Range and Step of the new class to insure at least a 5% increase as a result of that promotion.
- 8.8 **Additional Position:** An employee may request that they be permitted to take an additional position in a lower-level classification. Such request shall be in writing and must be approved by the District. Salary in the position shall be compensated at the current range of that classification. An employee who is approved and has no prior experience in that classification shall be placed at the beginning step (Step 1) and will progress through the steps of the salary schedule for each year of service. An employee with prior experience in the classification shall be placed on the salary schedule step which is equal to the number of years the employee has been employed in the District (their current step).
- 8.9 **Summer School:** The following applies to summer school employment:
- 8.9.1 Unit members who work in their regular classification(s) will maintain their current step on the salary schedule.
- 8.9.2 Unit members who work in a classification other than their regular classification(s) will be placed on Step 1 and will progress on the steps of the salary schedule each summer they work in that classification.
- 8.9.3 All unit members employed before July 1, 2020 who are currently working in additional classifications or summer school will remain at their steps on the salary schedule. These employees will be grandfathered.
- 8.10 **Mileage:** Any bargaining unit member required to use his/her vehicle on District business shall be reimbursed at the current IRS rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employees' normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds upon submission of the claim by the employee on the appropriate District reimbursement request form, as defined in Board Policy and Administrative Regulation 3350.
- 8.11 **Meals:** Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District, shall be reimbursed for the cost of the meal as outlined in the District allowable per diem expense regulations, as defined in Board Policy and Administrative Regulation 3350.
- 8.12 **Lodging:** Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the cost of such lodging as outlined Board Policy and Administrative Regulation 3350. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses after the employee has submitted an expense claim.
- 8.12.1 Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight, shall be housed in accommodations not to exceed that of double occupancy. Reimbursement for lodging expense shall be in accordance with Paragraph 8.12.
- 8.13 **Step Placement:** New employees shall normally be placed on Step 1 of the salary schedule. The District may grant experience credit up to Step 6 for any new employee.
- 8.14 **A Single Salary Schedule:** Effective July 1, 2006, the work day for full-time employees shall be eight (8) hours. The parties agree, however, to grandfather unit members employed on April 1,

2006 whose "full-time" work day on that date was less than eight (8) hours, as defined in Article 7.1.2.

**ARTICLE 9**  
**EMPLOYEE EXPENSES AND MATERIALS**

9.1 **Uniforms:** The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by bargaining unit employees in the following classes:

Food Service  
Clerical and Secretarial  
Custodial, Maintenance, Grounds  
Transportation  
Yard Duty Supervisor / Crossing Guard

9.2 **Tools:** The District agrees to provide all tools, equipment, and supplies required of bargaining unit employees for performance of employment duties.

9.3 **Safety Equipment:** Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear, including but not limited to:

For Yard Duty Supervisor / Crossing Guards:

- Safety vest: Hi-Vis ANSI Class 2 Minimum (provided by District)
- Stop Sign: Class 2 Minimum – 18" plus reflective (provided by District)
- Rain Gear: Reimbursement of up to \$50 annually towards the purchase of a rain jacket or rain suit (Hi-Vis ANSI Class 2 minimum) and one pair of rain boots, suitable for assigned work, subject to District pre-approval.

For Maintenance, Grounds, and Custodians:

- Reimbursement of up to \$50 annually towards the purchase of one pair of work boots, suitable for assigned work, subject to District pre-approval.

For Food Service / Cafeteria Staff:

- Reimbursement of up to \$25 annually towards the purchase of one pair of non-slip shoes, suitable for assigned work, subject to District pre-approval.

Employees who receive reimbursement under this Article but do not complete their probationary period (6 months) shall have the reimbursement amount deducted from their final paycheck.

9.4 **Physical Examination:** The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment.

9.5 **Payment for Required Training:** The District shall compensate all bargaining unit employees for any incurred expense for attending any District-required training sessions, seminars or workshops. These expenses include travel, meals, lodging and the cost for any supplies or materials necessary for participation in these programs.

9.6 **Professional Growth:**

9.6.1 Professional Growth awards shall be paid in one lump sum following completion of a one-time pre-approved nine (9) units. 9 units = \$500.00 per year.

9.6.2 In successive years, the Award will be paid in equal monthly allocations.

9.6.3 CSEA and the District will create a joint committee by July 1, 2021 which shall be tasked with defining the Classified Employee Professional Growth Program.

9.7 **Legal Representation:** Whenever any civil action is brought against an employee for any action or omission arising out of, or in the course and scope of, the duties of that employee, the District shall agree to pay the costs of defending such action, including costs of counsel and of appeals, if any, as provided for by the Government and Education Codes.

## **ARTICLE 10**

### **HEALTH AND WELFARE BENEFITS**

10.1 **Benefits:** The District will pay, in accordance with Paragraphs 10.2 and 10.3, the required annual contribution of an enrolled employee's monthly premium for:

10.1.1 **MEDICAL:** A plan, or plans, selected by CSEA available from California's Valued Trust (CVT).

10.1.2 **DENTAL:** A plan, or plans, selected by CSEA through Delta Dental Plan of California available from CVT.

10.1.3 **VISION:** A plan selected by CSEA through Vision Service Plan (VSP) available from CVT.

10.1.4 **INCOME PROTECTION:** Income Protection Plan I (Disability) through American Fidelity.

10.1.5 **LIFE INSURANCE:** Fifteen Thousand Dollars (\$15,000) Life Insurance Policy.

10.2 **Eligibility:** Each employee in the bargaining unit who has a base assignment of at least four (4) hours per day (minimum of twenty (20) hours per week), shall be entitled to receive those insurance coverages set forth in Paragraphs 10.1.1, 10.1.2, 10.1.3, and 10.1.5.

10.2.1 All employees in the bargaining unit, irrespective of hours worked, are included in Paragraph 10.1.4.

10.3 **District Contribution:** Effective July 1, 2016, the maximum required District annual contribution for the plans set forth in Paragraphs 10.1.1, 10.1.2, 10.1.3, and 10.1.5 shall be increased from Twelve Thousand Dollars (\$12,000.00) to Twelve Thousand Six Hundred Dollars (\$12,600.00) per year.

10.3.1 Effective July 1, 2006, the District's contribution for benefits shall (providing the unit member is at least four (4) hours) be prorated by dividing the hours in the employee's base salary assignment by eight (8). Prorating shall not, however, apply to a unit member employed on or before April 1, 2011 and who was receiving a District contribution for benefits on that date.

10.3.2 Should a plan cost more than the District's required contribution, each covered employee shall sign a payroll deduction form and pay the monthly difference by payroll deduction.

- 10.4 **Continuation - Disability:** The District agrees to continue payments for all benefits programs provided for in Paragraph 10.1 of this Article during the absence of any employee in the bargaining unit who is on paid or unpaid disability leave for a period not to exceed twelve (12) months.
- 10.5 **Continuation - Retirement:** The District agrees to provide the same medical, dental and vision benefits to retiring employees as are provided to unit members under the following conditions:
- 10.5.1 For unit members who retired on or before June 30, 2014, the District contribution shall be capped at Eleven Thousand Six Hundred Eleven Dollars (\$11,611.00).
  - 10.5.2 For unit members who retire on or after July 1, 2014, the District contribution shall be capped at Twelve Thousand Dollars (\$12,000.00).
  - 10.5.3 Unit member must have reached the age of fifty-five (55).
  - 10.5.4 Unit member must have twenty (20) years of service to the District. This may include District service, its predecessors, or five (5) years of prior California public school experience (K-14) per Paragraph 8.2.3.
  - 10.5.5 The unit member's spouse may be added to the unit member's coverage for as long as the unit member is eligible.
  - 10.5.6 Cessation of coverage for retired unit members shall take place if the member is subsequently employed by an employer, other than the District, who provides a comparable package of benefits.
  - 10.5.7 When a qualified retired member becomes eligible for Medicare, the District will provide supplemental coverage. This sub-Article is not retroactive and is applicable only to employees who began employment in the District prior to January 1, 1995. District-paid retiree benefits terminate at age 65 for employees hired after January 1, 1995.
  - 10.5.8 Cessation of coverage for the spouse shall take place three (3) months after the death of the retired unit member.
- 10.6 **IRC § 125 Plan:** The District shall offer to all unit members an Internal Revenue Code Section 125 Plan (aka Cafeteria Plan). The Plan benefits include access to pre-tax medical insurance premium payments, a flexible spending account for health costs and a dependent care assistance plan. Eligibility requirements and full plan benefits are contained in the Plan documents available from the District Office.
- 10.7 **Other Benefits and Plans:** The District may contract with providers to have other benefits made available to employees on a voluntary basis, such as additional life insurance, cancer and accident insurance policies, and 403(b) and 457 plans. Information on these plans will be made available to all employees at the time of employment and as any new benefits become available.



**ARTICLE 12**  
**VACATION PLAN**

- 12.1 **Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 through June 30.
- 12.2 **Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.
- 12.3 **Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
- 12.3.1 From the first (1<sup>st</sup>) month through the fifth (5<sup>th</sup>) year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year. Employees hired on or after the fifteenth (15<sup>th</sup>) of any given month will not be entitled to vacation earnings for that month.
- 12.3.2 Commencing with the sixth (6<sup>th</sup>) year through the tenth (10<sup>th</sup>) year of service, vacation time shall be earned and accumulated at the rate of one point two-five (1.25) days' vacation for each month of service, not to exceed fifteen (15) days per fiscal year.
- 12.3.3 Commencing with the eleventh (11<sup>th</sup>) year through the fifteenth (15<sup>th</sup>) year of service, vacation shall be earned and accumulated at the rate of one point five-zero (1.50) days' vacation for each month of service not to exceed eighteen (18) days per fiscal year.
- 12.3.4 Commencing with the sixteenth (16<sup>th</sup>) year through the twentieth (20<sup>th</sup>) year of service, vacation time shall be earned and accumulated at the rate of one point seven-five (1.75) days' vacation for each month of service, not to exceed twenty-one (21) days per fiscal year.
- 12.3.5 Commencing with the twenty-first (21<sup>st</sup>) year and each year thereafter, vacation time shall be earned and accumulated at the rate of two (2) days' vacation for each month of service, not to exceed twenty-four (24) days per fiscal year.
- 12.4 **Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 12.5 **Vacation Pay Upon Termination:** When an employee in the bargaining unit 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, pursuant to Education Code 45197.
- 12.6 **Vacation Postponement:**
- 12.6.1 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.
- 12.6.2 If, for any reason, a bargaining unit employee is denied a scheduled vacation, he/she shall be compensated at the rate of time and one-half (1 ½) for all hours worked during the

scheduled vacation period. In such a case, the employee shall suffer no reduction in the paid vacation days due him/her.

- 12.6.3 If a bargaining unit employee is not permitted to take all or part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or paid for in cash.
- 12.7 **Vacation Carry-Over:** Beginning with the 1996/97 fiscal year, except as provided in Paragraph 12.6.3, and when mutually agreeable between the employee and the District, any employee in the bargaining unit may elect to carry ten (10) days of vacation over to the following fiscal year. If at any time, the sum of unused vacation plus vacation currently accrued exceeds thirty-four (34) days, the employee will, at the District option, be directed to schedule the excess time or be paid for it.
- 12.8 **Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.
- 12.9 **Vacation Scheduling:**
- 12.9.1 Vacation or Compensatory Time off (Article 7.10) shall be scheduled at times requested by the bargaining unit employees insofar as is possible within the District's work requirements as determined by the Superintendent.
- 12.9.2 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference.
- 12.10 **Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

### ARTICLE 13 LEAVES

- 13.1 **Bereavement Leave:** Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of four (4) days or six (6) days, if travel amounts to over three hundred (300) miles. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee.
- 13.2 **Jury Duty:** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit is required to serve all or any part of the day on jury duty shall be relieved from work with pay for hours served, if so desired by the employee. Employees, upon being excused from jury duty shall contact their

immediate supervisor at which time it will be determined by the supervisor if the employee is to return to duty at their work site.

13.3 **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.

13.4 **Sick Leave:**

13.4.1 **Leave of Absence for Illness or Injury:** An employee employed five (5) days a week, who is employed for a full fiscal year, shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay.

13.4.2 An employee employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

13.4.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

13.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

13.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under Paragraph 13.4 shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

13.4.6 Pregnancy may be treated as an illness for purpose of sick leave.

13.4.7 If an employee does not take the full amount of leave allowed in any year under Paragraph 13.4, the amount not taken shall be accumulated from year to year.

13.4.8 If an employee who has no accumulative sick leave for previous years takes all or a portion of the sick leave allowable for the current school year and subsequently fails to serve the District for the full school year, an amount equivalent to the number of days of used but unearned sick leave shall be deducted from the final salary warrant drawn payable to said employee.

13.4.9 The District may require verification before allowing pay for absence due to illness, accident, or quarantine.

13.4.10 Any sick leave benefits earned but unused on the date of termination for any cause shall be converted to retirement credit in accordance with Public Employees Retirement System (PERS) regulations, if the employee is filing a request for retirement.

- 13.4.11 The District recognizes that Labor Code section 233 permits a unit member to utilize one-half (1/2) of his/her annual accrual of 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 Labor Code section 233 obligation, that leave shall be used first.
- 13.5 **Industrial Accident and Illness Leave:** In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this State, employees shall be entitled to the following benefits:
- 13.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days, pursuant to Education Code 45192, in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.5.2 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 of the day.
- 13.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under Paragraph 13.5 has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of the exhaustion of benefits under Paragraph 13.5, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 13.5.4 Any time an employee on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 13.6 **Entitlement to Other Sick Leave:** Whenever an employee is absent from duty on account of his/her own illness or injury for a period of time in excess of the sick leave to which he/she is entitled, he/she shall be allowed, for a period of not to exceed one hundred (100) working days, the difference, if any, between his/her salary and that which shall actually have been paid a substitute employee employed to fill his/her position during his/her absence, and who is not already a member of the classified service. Entitlement to sick leave provisions under this section, if any, shall be used after entitlement to all regular sick leave, accumulated compensatory time, vacation, or other available paid leave has been exhausted.
- 13.7 **Break in Service:**
- 13.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 13.7.2 No period of unpaid absence of less than seventy-five (75%) of the employee's work year shall be considered a break in service for the purpose of earning seniority under this Agreement.



- 13.7.3 The employee shall earn seniority for the purposes of usage in this Agreement while serving in another CSEA represented bargaining unit of the same employer.
- 13.7.4 Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.
- 13.8 **Personal Necessity Leave:** An employee entitled to sick leave may use, at his/her election, not to exceed seven (7) days of such leave in cases of personal necessity for the following purposes:
- 13.8.1 **Extension of Bereavement Leave:** For death of a member of the immediate family as defined in Paragraph 13.1 and including family members related by law or consanguinity (kinship).
- 13.8.2 **Serious Accident:** Accident involving his/her person or property, or the person or property of a member of his immediate family.
- 13.8.3 **Immediate Family Illness:** Serious illness of a member of his or her immediate family as defined in Paragraph 13.8.1 above.
- 13.8.4 **Imminent Danger:** Danger to the home or the personal property of the employee occasioned by flood, fire, etc., serious in nature which, under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.
- 13.8.5 **Court Appearance:** Appearance in court as a litigant or as a witness under an official order.
- 13.9 **Personal Business Leave:** Each member shall be entitled to three (3) days of paid leave annually for the purpose of conducting personal business which can be taken in quarter (1/4) day increments. Such leave shall be arranged for in advance with the employee's immediate supervisor. Such days are not cumulative.
- 13.10 **Maternity and Pregnancy Disability Leave:**
- 13.10.1 Unit members are entitled to use sick leave as set forth in Paragraph 13.4 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.
- 13.10.2 An employee shall take a leave of absence for expected maternity as determined by her physician. The physician's statement of expected date of confinement shall be submitted to the District at least thirty (30) days prior to beginning such leave.
- 13.10.3 Following the birth of the child or in the event of the loss of a child during maternity leave, the employee may return immediately to her position, provided the physician certifies that she is in sound physical and emotional health.



- 13.10.4 An employee on maternity leave who plans to return to work at the beginning of the next school year, must give notice by March 1 of the current school year.
- 13.10.5 Any time an employee on Maternity or Pregnancy Disability leave is able to return to work, she shall be reinstated in her position without loss of pay or benefits.
- 13.10.6 When the employee is on maternity leave, no salary will be paid after all paid leaves are exhausted. Health benefits shall continue to be paid by the employer for a maximum of sixty (60) days. Thereafter, the employee may continue to reimburse the District for benefit costs in order to continue coverage.
- 13.11 **Child-Rearing Leave:** An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall be for a maximum period of three (3) months and shall be granted upon giving the District four (4) weeks' notice prior to the anticipated date on which the leave is to commence.
- 13.12 **Adoption Leave:** An employee who is adopting a child shall be entitled to three (3) days of paid leave for the purpose of processing the adoption.
- 13.13 **Parental Leave:** An employee shall be entitled to three (3) days of paid leave immediately following the birth of a child or the adoption of a pre-school-aged child.
  - 13.13.1 For the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee."
  - 13.13.2 Eligibility for Parental Leave
    - 13.13.2.1 All full-time and part-time employees who have been employed for 12 months are entitled to utilize unpaid parental leave.
  - 13.13.3 General Provisions
    - 13.13.3.1 All employees who meet the eligibility requirements in Section 13 are entitled to 12 workweeks of unpaid parental leave in any 12-month period. When both parents of the child are employed by the District, the parents will be limited to a total of 12 workweeks of parental leave between the two of them. An employee may choose to use his or her paid leave during parental leave pursuant to Articles 13.13.3.4 through 13.13.3.6.
    - 13.13.3.2 The employee is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period.
    - 13.13.3.3 If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year.

- 13.13.3.4 The employee is entitled to use his or her regular accrued paid sick leave and differential pay sick leave in taking parental leave, if the employee chooses to do so. The employee must first use his or her regular sick leave, and then, when this accrued leave is exhausted, the employee is entitled to use differential pay sick leave, for a total of 12 workweeks in any 12-month period.
  - 13.13.3.5 The employee is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so.
  - 13.13.3.6 The employee can choose to, but is not required to, use his or her or paid leaves, e.g., sick leave or vacation leave, when taking parental leave.
  - 13.13.3.7 Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.
- 13.14 **General Leaves:** When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District, the employee, and the Chapter.
- 13.15 **Catastrophic Leave Bank:**
- Note: The parties acknowledge that the Catastrophic Leave provision of the contract "sunsetted" on June 30, 2004.*

## ARTICLE 15 HIRING

- 15.1 **Short-Term Employees:**
- 15.1.1 Persons hired for a specific temporary project of limited duration, which when completed shall no longer be required, shall be classed as short-term employees.
  - 15.1.2 The District shall notify the Chapter in writing of any proposed hiring of short-term employees and shall indicate the project for which hired and the probable duration of employment. The Chapter shall be notified in writing immediately of any change in employment status, nature of project, or duration of project affecting such employees.
  - 15.1.3 No employee shall fill a short-term position or positions for more than one hundred twenty-six (126) working days in any twelve (12) consecutive months.
  - 15.1.4 If an employee is retained in a short-term position for more than one hundred twenty-six (126) days, they shall become a member of the classified service.
  - 15.1.5 Upon becoming a member of the classified service, they shall be entitled to all of the rights, benefits and burdens of this Agreement. This shall specifically include, but is not limited to, completion of the required probationary period.

- 15.2 **Distribution of Job Information:** Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week and months per year.
- 15.3 **Drug and Alcohol Testing for Drivers:**
- 15.3.1 All employees whose assigned duties include the operation of commercial vehicle as defined by the Code of Federal Regulations 382.107 are subject to testing for controlled substances and alcohol in accordance with law. This includes but is not limited to random testing, reasonable suspicion testing, and post-accident testing.
- 15.3.2 All tests for alcohol or controlled substances will comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40.
- 15.3.3 All employees whose assigned duties include providing home to school transportation in non-commercial vehicles (District vans) shall be subject to the same testing provisions as stated in Article 15.3.1 and 15.3.2.

## ARTICLE 16

### **TEMPORARY JOB SITE/CLASSIFICATION TRANSFERS**

- 16.1 **Job Site Transfers:** No employee shall be assigned to work temporarily in a work location other than the employee's normal work site for a period in excess of fifteen (15) working days without the written consent of the employee.
- 16.1.1 Instructional Aides shall not be transferred without prior consultation between Aide, Teacher and Administration.
- 16.1.2 Notices of proposed Instructional Aide assignment changes shall be given prior to June 1st of each year.
- 16.1.3 A regular employee temporarily reassigned to a position in a higher salary classification shall receive pay for the position to which he/she is assigned from the first full day of temporary assignment. He/she will be given an additional increment over his/her present schedule or placed on the first column of the new position, whichever amount is higher.
- 16.1.4 For purposes of this Article, a regular employee shall be deemed to be temporarily reassigned to a position in a higher salary classification upon written verification of said temporary assignment by the employee's supervisor, subject to ratification by the Superintendent or designee.
- 16.2 **Lateral Transfers:** When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit employees serving in the same class in the District. All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. Any employee in the bargaining unit may apply for transfer to that position by filing a written notice with the Personnel Department of the District. If more than one employee wishes to be transferred to a particular vacancy and all other factors being equal, the employee with the greatest bargaining unit seniority shall be transferred.

- 16.2.1 Any employee on leave within the affected class during the period of any posting shall be notified of the posting via the District all-call phone system and e-mailed a copy of the notice to his/her District e-mail address on the date the position is posted.
- 16.2.2 An employee on leave shall have the right to have his/her Job Representative file for the transfer in his/her behalf.
- 16.2.3 Any employee not selected for a lateral transfer shall be entitled to a statement of reasons, upon request.
- 16.3 **Medical Transfers:** Consistent with federal and state disability laws, the District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with the Chapter and concurrence of the employee.
- 16.4 **Involuntary Transfers:**
- 16.4.1 Transfers shall not be punitive or disciplinary in nature. They shall be based exclusively on the legitimate needs of the District.
- 16.4.2 Before a unit member is involuntarily transferred, the District shall grant a voluntary request if the volunteer for the vacancy is appropriately qualified.
- 16.4.3 No unit member shall be involuntarily transferred if there is another unit member with less District-wide seniority within the classification. No unit member will be involuntarily transferred if said unit member has been involuntarily transferred within a period of two (2) prior school years.
- 16.4.4 A unit member who is to be involuntarily transferred shall be given the reasons for the impending transfer in writing, if requested. If a grievance is filed, the transfer will not take effect until the completion of Step Three of the Grievance Procedure.
- 16.4.5 An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to a unit member.

## **ARTICLE 17** **PROMOTION**

- 17.1 **First Consideration:** Employees in the bargaining unit shall be given first consideration in filling any job vacancy in the bargaining unit which can be considered a promotion, after the announcement of the position vacancy. The following criteria shall be considered in filling the vacancy:
- Seniority in the class.
  - The qualifications, including experience and recent training of the unit member compared to those of other candidates for the position to be filled and the position to be vacated.



17.2 **Posting of Notice:**

17.2.1 Notice of job vacancies shall be publicized utilizing the District's email system to all unit members, posted to the District website, and sent to CSEA. Copies of the job announcement shall be placed on bulletin boards in prominent locations within the District.

17.2.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy. Any employee who works within that classification or has requested to be notified of a vacancy within that classification who is on leave or layoff during the period of the posting shall be notified of the posting pursuant to the Articles of this agreement governing their status on the date the position is posted.

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

17.4 **Filing:** Any employee in the bargaining unit may file for the vacancy by submitting an application for the position consistent with District procedure (resume or classified application) within the filing period. Any employee on leave or vacation may authorize his/her Job Representative to file on the employee's behalf.

17.5 **Certification of Applicants:** Within five (5) days following completion of the filing period, the personnel office shall certify, in writing, the qualifications of applicants and notify each applicant of his/her standing.

17.6 **Salary Placement:** Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate Range and Step of the new class to ensure at least a five percent (5%) increase as a result of that promotion.

## ARTICLE 18

### CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

18.1 **Placement in Class:** Every bargaining unit position shall be placed in a class.

18.2 **Classification and Reclassification Requirement:** Position classification and reclassification shall be subject to mutual written agreement between the District and the Chapter. Either party may propose a reclassification at any time during the life of this Agreement for any position.

18.3 **Salary Placement of Reclassified Positions:** When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least a five percent (5%) increase above the salary of the existing position or positions.



18.4 **Incumbent Rights:** When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in this position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.

18.5 **Downward Adjustment:**

18.5.1 **District Initiated:** Any downward adjustment of any position or class of positions initiated by the District shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.

\* Except in cases involving discipline, salary in the new class shall be that step in the new range which is closest to (but not higher than) the employee's former rate of pay.

18.5.2 **Employee Initiated:** An employee may request that they be permitted to voluntarily transfer to a vacant lower-level position. Such request shall be in writing and must be approved by the District.

\* Salary in the new class shall be that step on the salary schedule which is equal to the number of years the employee has been employed in the District. (Also in 8.7 and 17.6.)

18.6 **Abolition of a Position or Class of Positions:** If the District proposes to abolish a position or class of positions, it shall notify the Chapter in writing of its intent and shall meet with the Chapter to discuss the reasons.

## **ARTICLE 21** **WORKING CONDITIONS**

21.1 **Special Bus Trip Assignments:** Special bus trip assignments shall be distributed and rotated as equally as possible among bus drivers in the bargaining unit.

21.2 **Standby Time (Bus Drivers):**

21.2.1 Bus drivers on special trips, including, but not limited to, athletic events, field trips, and curricular trips who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds an eight-hour workday, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate.

21.2.2 Notwithstanding any other provision of this Agreement, if a special trip requires 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.

- 21.2.3 **Special Trip Meals:** Bus Drivers who, as a result of a work assignment must have meals away from the District, shall be reimbursed for the cost of the meal. The actual costs of meals, on a daily basis, should be claimed, but should not exceed the limits for meal reimbursement as defined in Board Policy and Administrative Regulation 3350. Bus Drivers are entitled to a meal every four (4) hours while on work duty.
- 21.3 **Vehicle Unavailability:** Whenever, as the result of the unavailability of appropriate District vehicles due to mechanical or other malfunctions, a bus driver regularly scheduled to work is unable to work and no other alternate assignment can be found, he/she shall receive pay at the rate he/she would have received for working that day.

**ARTICLE 22**  
**SAFETY**

- 22.1 **Safety Committee:** The Chapter shall appoint two (2) unit member representatives to the District Safety Committee each year. This committee shall meet up to five times per year to review health, safety, and sanitation conditions. The function of this committee is to make recommendations to the Superintendent.
- 22.2 **Release Time:** The bargaining unit members of the Committee shall be allowed release time to carry out their obligations as committee members. Release time is to be approved at the discretion of the Superintendent.
- 22.3 **No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be unsafe.

**ARTICLE 26**  
**NEGOTIATIONS**

- 26.1 **Notification and Public Notice:** If either party desires to alter or amend this Agreement, they shall, not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the termination date set forth under the Duration Article, provide a written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 26.2 **Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 26.3 **Impasse:** Either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board (PERB).
- 26.4 **Release Time for Negotiations:** The Chapter shall have the right to designate six (6) employees who shall be given reasonable release time to prepare for and to participate in negotiations.
- 26.5 **Ratification of Additions or Changes:** Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

- 26.6 **Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing matters. Nothing contained herein shall be interpreted as precluding the right of the Chapter to meet and consult on matters which develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement.
- 26.7 **Calendar Committee:** The Chapter shall appoint two (2) unit member representatives to the District Calendar Committee each year.

**ARTICLE 32**  
**DURATION OF AGREEMENT**

32.1 **Term:**

This Agreement shall be effective July 1, 2020 through June 30, 2023.

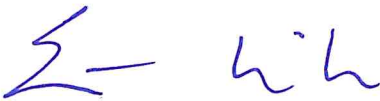
32.2 **Reopeners:**

- 32.2.1 Reopeners for 2021/2022 shall be salary and benefits plus two additional articles for each party.
- 32.2.2 Reopeners for 2022/2023 shall be salary and benefits plus two additional articles for each party.

**Completion of Negotiations**

- All remaining contract articles remain unchanged.
- This shall formally resolve all negotiations for the 2020/2021 school year.

FOR THE WILLOWS UNIFIED  
SCHOOL DISTRICT



Emmett Koerperich  
Superintendent

Dated: June 14, 2021

FOR THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
And its Willows Chapter #119



Kathleen Morrison  
President, Chapter #119 of CSEA

Dated: June 14, 2021

**Appendix 1 to Attachment A-1, Summary of Changes to the Classified Salary Schedule**

2020-21 Fiscal Year:

**ARTICLE 8 - Salary: Implement Classified Salary Schedule, Attachment A-1 with the following provisions:**

- Eliminate Ranges 20 and 21
- Range 22, Step 1 will meet minimum wage requirements that will be effective January 1, 2022 at \$15.00 per hour.
- Square the salary schedule with increments for Steps 1 through 9 and Ranges 22 through 46 at 2.5%, across the salary schedule.
- Longevity increments will remain unchanged.
- Move Positions assigned to Range 20 to Range 22
- Individuals placed on Range 20 through 24 with prior advanced step placement due to minimum wage will be placed on the appropriate range and step of the new salary schedule consistent with their position and experience.
- Salary Schedule A-2 will be eliminated with individuals in positions listed in Article 7.1.2 being moved to Schedule A-1 as follows:
  - Secretary I incumbent placed at Range 33, Step 9 of Schedule A-2 will be grandfathered to Range 36, Step 9 of Schedule A-1
  - Secretary II incumbent placed at Range 35, Step 9 of Schedule A-2 will be grandfathered to Range 38, Step 9 of Schedule A-1
- Salary Schedule modifications provide increases to current employees ranging from 5.46% to 22.43% with an average increase of 9.07%

Classified Salary Schedule  
2020-2021 - PROPOSED

RANGE ↓ STEP →	1	2	3	4	5	6	7	8	9	12 yrs	3%	6%	9%	12%	15%	RANGE ↓
22	\$15.00	\$15.38	\$15.76	\$16.15	\$16.55	\$16.96	\$17.38	\$17.81	\$18.26	\$18.81	\$19.36	\$19.90	\$20.45	\$21.00	\$21.55	22
23	\$15.38	\$15.76	\$16.15	\$16.55	\$16.96	\$17.38	\$17.81	\$18.26	\$18.72	\$19.28	\$19.84	\$20.40	\$20.97	\$21.53	\$22.10	23
24	\$15.76	\$16.15	\$16.55	\$16.96	\$17.38	\$17.81	\$18.26	\$18.72	\$19.19	\$19.77	\$20.34	\$20.92	\$21.49	\$22.07	\$22.64	24
25	\$16.15	\$16.55	\$16.96	\$17.38	\$17.81	\$18.26	\$18.72	\$19.19	\$19.67	\$20.26	\$20.85	\$21.44	\$22.03	\$22.62	\$23.21	25
26	\$16.55	\$16.96	\$17.38	\$17.81	\$18.26	\$18.72	\$19.19	\$19.67	\$20.16	\$20.76	\$21.37	\$21.97	\$22.58	\$23.18	\$23.78	26
27	\$16.96	\$17.38	\$17.81	\$18.26	\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.28	\$21.90	\$22.52	\$23.14	\$23.76	\$24.38	27
28	\$17.38	\$17.81	\$18.26	\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.82	\$22.45	\$23.09	\$23.72	\$24.36	\$25.00	28
29	\$17.81	\$18.26	\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.36	\$23.01	\$23.66	\$24.32	\$24.97	\$25.63	29
30	\$18.26	\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25	\$22.92	\$23.59	\$24.25	\$24.92	\$25.59	\$26.27	30
31	\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25	\$22.81	\$23.48	\$24.18	\$24.86	\$25.55	\$26.23	\$26.93	31
32	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25	\$22.81	\$23.38	\$24.08	\$24.78	\$25.48	\$26.19	\$26.89	\$27.60	32
33	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25	\$22.81	\$23.38	\$23.96	\$24.68	\$25.40	\$26.12	\$26.84	\$27.57	\$28.29	33
34	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25	\$22.81	\$23.38	\$23.96	\$24.56	\$25.30	\$26.03	\$26.77	\$27.51	\$28.24	\$28.98	34
35	\$20.66	\$21.18	\$21.71	\$22.25	\$22.81	\$23.38	\$23.96	\$24.56	\$25.17	\$25.93	\$26.68	\$27.44	\$28.19	\$28.95	\$29.71	35
36	\$21.18	\$21.71	\$22.25	\$22.81	\$23.38	\$23.96	\$24.56	\$25.17	\$25.80	\$26.57	\$27.35	\$28.12	\$28.90	\$29.67	\$30.45	36
37	\$21.71	\$22.25	\$22.81	\$23.38	\$23.96	\$24.56	\$25.17	\$25.80	\$26.45	\$27.24	\$28.04	\$28.83	\$29.62	\$30.42	\$31.22	37
38	\$22.25	\$22.81	\$23.38	\$23.96	\$24.56	\$25.17	\$25.80	\$26.45	\$27.11	\$27.92	\$28.74	\$29.55	\$30.36	\$31.18	\$32.00	38
39	\$22.81	\$23.38	\$23.96	\$24.56	\$25.17	\$25.80	\$26.45	\$27.11	\$27.79	\$28.62	\$29.46	\$30.29	\$31.12	\$31.96	\$32.80	39
40	\$23.38	\$23.96	\$24.56	\$25.17	\$25.80	\$26.45	\$27.11	\$27.79	\$28.48	\$29.33	\$30.19	\$31.04	\$31.90	\$32.75	\$33.60	40
41	\$23.96	\$24.56	\$25.17	\$25.80	\$26.45	\$27.11	\$27.79	\$28.48	\$29.19	\$30.07	\$30.94	\$31.82	\$32.69	\$33.57	\$34.44	41
42	\$24.56	\$25.17	\$25.80	\$26.45	\$27.11	\$27.79	\$28.48	\$29.19	\$29.92	\$30.82	\$31.72	\$32.61	\$33.51	\$34.41	\$35.31	42
43	\$25.17	\$25.80	\$26.45	\$27.11	\$27.79	\$28.48	\$29.19	\$29.92	\$30.67	\$31.59	\$32.51	\$33.43	\$34.35	\$35.27	\$36.19	43
44	\$25.80	\$26.45	\$27.11	\$27.79	\$28.48	\$29.19	\$29.92	\$30.67	\$31.44	\$32.38	\$33.33	\$34.27	\$35.21	\$36.16	\$37.10	44
45	\$26.45	\$27.11	\$27.79	\$28.48	\$29.19	\$29.92	\$30.67	\$31.44	\$32.23	\$33.20	\$34.16	\$35.13	\$36.10	\$37.06	\$38.00	45
46	\$27.11	\$27.79	\$28.48	\$29.19	\$29.92	\$30.67	\$31.44	\$32.23	\$33.04	\$34.03	\$35.02	\$36.01	\$37.00	\$38.00	\$39.00	46

LONGEVITY:  
 3% longevity increase upon completion of 12 complete years with the District  
 6% upon completion of 16 complete years with the District, in lieu of the previously awarded 3%  
 9% upon completion of 20 complete years with the District, in lieu of the previously awarded 6%  
 12% upon completion of 24 complete years with the District, in lieu of the previously awarded 9%  
 15% upon completion of 28 complete years with the District, in lieu of the previously awarded 12%

PROFESSIONAL GROWTH:  
 Professional Growth Awards will be paid in one lump sum following the completion of each approved nine units. In successive years, the award will be paid in equal monthly payments.

Note #	Change / Description:	Board Approved	Effective Date	Date Implemented
4	2% Increase for 2013/14	8/7/2014	7/1/2013	
5	6% Increase for 2014/15	5/7/2015	7/1/2014	
6	1.34% Increase for 2015/16	5/7/2015	7/1/2015	
7	5% Increase for 2016/17	2/2/2017	7/1/2016	
8	2% Increase for 2017/18	2/2/2017	7/1/2017	
9	2% Increase for 2018/19	2/2/2017	7/1/2017	
10	Addition of Range 20 to 23	2/2/2017	7/1/2018	
11	No change for 2019/20	4/5/2018		
12	All changes retroactive to July 1, 2020; eliminate Ranges 20 and 21; set hourly rate of Range 22, Step 1 at \$15.00 per hour to comply with minimum wage increases through January 1, 2022; square the salary schedule with increments for Steps 1 through 9 and Ranges 22 through 46 at 2.5%; move positions assigned to Range 20 to Range 22; individuals placed on Range 20 through 24 with prior advanced step placement due to minimum wage requirements will be placed on the appropriate range and step consistent with their position & experience; Secretary I incumbent placed at Range 33, Step 9 of Schedule A-2 will be grandfathered to Range 36, Step 9 of this schedule; Secretary II incumbent placed at Range 35, Step 9 of Schedule A-2 will be grandfathered to Range 38, Step 9 of this schedule.	Pending	7/1/2020	Pending

Up to 5 years of prior California public school (K-14) service may be used to supplement these requirements.



**CLASSIFIED JOB CLASSIFICATIONS BY RANGE**

<b>JOB TITLE</b>	<b>RANGE</b>
Account Clerk	34
After School Program Activity Assistant	24
After School Program Coordinator	29
Bus Driver	34
Bus Driver Lead (District-wide) <sup>3&amp;4</sup>	39
Bus Driver/Grounds/Utility	34
Bus Driver/Trainer/Lead	43
Bus Driver/Utility/Mechanic II	37
Cafeteria Assistant Manager	33
Cafeteria Cook	31
Cafeteria Helper I	26
Cafeteria Helper II	28
Cafeteria Manager Lead (District-wide) <sup>5</sup>	37
Clerical Aide II	29
Computer Lab Technician	35
Custodian - Lead (site)	33
Custodian (site)	30
Custodian Lead (District-wide) <sup>3&amp;4</sup>	35
Custodian Lead (District-wide)/Bus Driver	36
Custodian/Substitute Bus Driver	31
Groundskeeper - Head	36
Groundskeeper I	30
Groundskeeper II	32
Groundskeeper III/Utility <sup>2</sup>	34
Health Records Aide I	24
Health Records Aide II	29
Instructional Aide I	24
Instructional Aide II	29
Library/Media Specialist <sup>1</sup>	31
Maintenance I	35
Maintenance I/Sub Bus Driver	35
Maintenance I/Utility	34
Maintenance II	38
Maintenance III Lead (District-wide) <sup>4</sup>	44
Mechanic I	35
Mechanic II	40
Passenger Van Driver	30
School Secretary I	33
School Secretary II	35
Technology Assistant	30
Warehouse/Utility	34
Yard Duty Supervisor/Crossing Guard	22

Note #	Action / Description:
1	Library/Media Specialist replaces Library Clerk effective 8/7/08.
2	Groundskeeper III/Utility replaces Groundskeeper III effective 2010-11
3	Added Bus Driver Lead position with board approval 8/9/2012. Salary augmentation of 2.5% paid to Bus Driver Lead for transportation lead duties and responsibilities. Added Lead Custodian (District-wide) position with board approval 8/9/2012. Salary augmentation of 2.5% paid to Lead Custodian (District-wide) for custodian lead duties and responsibilities.
4	As of 5/14/2013, as negotiated, the position was increased in the Job Classification Range by one level. This was done in lieu of the 2.5% salary augmentation as noted in No. 3 above.
5	As of 7/1/16 Cafeteria Manager Lead moved from Range 36 to Range 37
6	As of 7/1/2020 add After School Program Activity Assistant and After School Program Coordinator