

AGREEMENT

between the

**WILLOWS UNIFIED
SCHOOL DISTRICT**

and the

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
and its WILLOWS CHAPTER #119**

July 1, 2020 to June 30, 2023

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PREAMBLE

This Agreement is made and entered into by and between Willows Unified School District, hereinafter referred to as the “District,” and the California School Employees Association and its Willows Chapter #119, or its successors, hereinafter referred to as the “Chapter.”

ARTICLE 1 RECOGNITION

- 1.1 **Acknowledgment:** The District hereby acknowledges that the Chapter is the exclusive bargaining representative for all classified employees except those designated as management, supervisory or confidential. All newly created positions, except those that lawfully are certificated, management, confidential, or supervisory shall be assigned to the bargaining unit. Disputed cases shall be submitted to the Public Employees Relations Board (PERB) for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and the Chapter subject to the rules of the PERB.
- 1.2 **Scope of Representation:** The scope of representation shall be limited to matters specified in the law. Nothing herein may be construed to limit the right of the District to consult with the Chapter on any matter outside the scope of representation. To the extent that any agreement arrived at through negotiation is reduced to writing and embodied in this Agreement or any Addendum to this Agreement, the provisions shall be binding on all parties.

ARTICLE 2 NO DISCRIMINATION

- 2.1 **Discrimination Prohibited:** No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.
- 2.2 **No Discrimination on Account of Chapter Activity:** Neither the District nor the Chapter shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of right to or not to engage in Chapter activity.
- 2.3 **Affirmative Action:** The District and the Chapter agree that an effective Affirmative Action program is beneficial to the District, employees, and the community. The parties agree and understand that the responsibility for an Affirmative Action Plan rests with the employer. The District may consult with the Chapter in preparing the Affirmative Action Plan and further agrees that no provision shall be adopted that violates employees’ rights as set out in this Agreement.

ARTICLE 3 CSEA DUES AND PAYROLL DEDUCTIONS

- 3.1 **Membership:** The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause.

3.2 **Dues Deduction:**

3.2.1 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

3.2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his or her approval on behalf of the union before processing any revocation request.

3.2.3 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.2.4 There shall be no charge by the District to CSEA for regular membership dues deductions.

3.3 **Membership Information:**

3.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone numbers, personal cellular phone numbers, and status as a union member.

3.3.2 The District shall use its best efforts to filter out outsiders' e-mails to work e-mail addresses soliciting against union membership.

3.4 **District Responsibilities:** With respect to all sums deducted by the District pursuant to authorization of the employee for membership dues, the District agrees to promptly remit such monies to the Chapter together with an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Chapter, and indicating any changes in personnel from the list previously furnished.

3.5 **Chapter Responsibilities:** The Chapter agrees to furnish any information needed by the District to fulfill the provisions of this Article.

3.6 **Hold Harmless Provision:**

3.6.1 CSEA shall defend and indemnify the District for any claims arising from its compliance with this article and for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

3.6.2 CSEA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. CSEA's decision thereon shall be final and binding upon all Parties protected by this Section; however, this paragraph shall not be construed as a waiver on the part of the District, its Board, or any of its employees protected by these sections of any claim against CSEA for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Upon proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform CSEA and provide CSEA with copies of any documents received as a result of the legal action. Upon request, the District shall provide CSEA's legal counsel with documents and information reasonably related to providing a defense.

ARTICLE 4
EMPLOYEES RIGHTS

4.1 Personnel Files:

4.1.1 The personnel file for each employee shall be maintained at the District Office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.

4.1.2 Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

4.1.3 An employee shall have the right, during the hours when the District Office is open, without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

4.1.4 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, other than District Office personnel, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her Chapter Representative, if authorized by the employee. The log shall be maintained in the employee's personnel file.

4.2 Evaluation: No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements, but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Paragraph 4.1.

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 release 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 6 **JOB REPRESENTATIVES**

6.1 **Job Representatives:** The Chapter may designate Job Representatives from among employees in the unit.

6.2 **Selection of Job Representatives:** The Chapter reserves the right to designate one (1) Job Representative for each site (Murdock, Willows High School, Willows Intermediate, W.C.H.S). The Chapter shall notify the District in writing of the name of the Job Representatives and the group they represent. If a change is made, the District shall be advised in writing of such a change.

6.3 **Duties and Responsibilities of Job Representatives:** The following shall be understood to constitute the duties and responsibilities of Job Representatives:

6.3.1 Upon the approval of the Board's representative, a Job Representative shall be permitted to leave his/her normal work area to assist in the processing of grievances. The Job Representative shall advise the Supervisor of the grievant of his/her presence. The Job Representative is permitted to discuss any problem with all employees immediately concerned, and if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

6.3.2 If, due to an emergency, and an adequate level of service can be maintained in the absence of a Job Representative at the time of the notification mentioned in Paragraph 6.3.1, the Job Representative shall be permitted to leave his/her normal work area no later than two (2) hours after the Job Representative provides notification.

6.3.3 A Chapter member shall be granted release time with pay to accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision for which the Representative has responsibilities.

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 10th at the rate of pay in effect as of June 30th 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

- 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 10.5.4.
- 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 ensure 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 step 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 in 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 8.2.6.
 - 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 11 **HOLIDAYS**

- 11.1 **Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with the following paid holidays, notwithstanding if any waiver is applied for by the teacher's unit, the classified unit will also benefit by the waiver:
- 11.1.1 January 1 - New Year's Day
 - 11.1.2 Third Monday in January - Dr. Martin Luther King, Jr. Day
 - 11.1.3 February 12 - Lincoln Day
 - 11.1.4 Third Monday in February - President's Day
 - 11.1.5 Last Monday in May - Memorial Day
 - 11.1.6 June 19 – Juneteenth

- 11.1.7 July 4 - Independence Day
 - 11.1.8 First Monday in September - Labor Day
 - 11.1.9 September 9 - Admission Day - Holiday date to be determined as mutually agreed upon between employee and supervisor (in lieu day).
 - 11.1.10 November 11 - Veterans' Day
 - 11.1.11 The Thursday proclaimed by the President as Thanksgiving Day including the day prior and the day following the day of Thanksgiving.
 - 11.1.12 December 24 - Christmas Eve.
 - 11.1.13 December 25 - Christmas Day.
 - 11.1.14 December 31 - New Year's Eve.
 - 11.1.15 Any day declared by the President of the United States as a National Holiday; any day declared by the Governor of the State as a State Holiday shall be a holiday for the Classified service.
 - 11.1.16 The above holiday schedule constitutes the total obligations of the District to the Classified service in terms of paid holidays.
 - 11.1.17 If a holiday falls on a Saturday, the preceding workday not a holiday shall be the holiday.
 - 11.1.18 If a holiday falls on a Sunday, the succeeding workday not a holiday shall be the holiday.
- 11.2 **Holiday Eligibility:** Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 11.2.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, and January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

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 (1st) month through the fifth (5th) 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 (15th) of any given month will not be entitled to vacation earnings for that month.
- 12.3.2 Commencing with the sixth (6th) year through the tenth (10th) 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 (11th) year through the fifteenth (15th) 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 (16th) year through the twentieth (20th) 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 (21st) 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 14 **LEAVE OF ABSENCE FOR RETRAINING AND STUDY**

14.1 **Retraining and Study Leave:**

14.1.1 A leave of absence for study/retraining may be granted to any member of the bargaining unit.

14.1.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period.

14.1.3 Any leave of absence granted under this policy shall not be deemed a break in service.

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 on 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.

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 19
LAYOFFS AND RE-EMPLOYMENT

19.1 **Reasons for Layoff:** Layoff shall occur only for lack of work or lack of funds.

19.2 **Notice of Layoff:** The District shall notify the Chapter and the affected employee forty-five (45) days prior and in writing of any planned layoffs. The District and the Chapter shall meet following the receipt of any notices of layoff to review the proposed layoffs. Notice to employee shall specify the reason for layoff and identify by name and classification the employees designated for layoff. Failure to give written notice under the provisions of Paragraph 19.2 shall invalidate the layoff.

19.3 **Reduction in Hours:** Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

19.4 **Order of Layoff:** Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class. Any employee with the least seniority within the class shall be laid off first. Seniority shall be based on the number of hours an employee has been in a paid status in the class.

19.5 **Layoff in Lieu of Bumping:** An employee who elects a layoff in lieu of bumping, maintains his/her employment rights under this Agreement.

19.6 **Bumping Rights:** Any employee laid off from his or her present class may bump into the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff.

19.7 **Equal Seniority:** If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

- 19.8 **Reemployment Rights:** Laid off persons, who are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period, shall be re-employed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment, defined in this Agreement. In addition, they shall have the right to apply for promotional positions with the filing period specified in the Promotion Article of this Agreement. An employee on a reemployment list shall be notified of promotional opportunities in accordance with the provisions of Paragraph 17.2.1.
- 19.9 **Voluntary Demotion or Voluntary Reduction in Hours:** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, for a period of thirty-nine (39) months. They shall be ranked in accordance with their seniority on any reemployment list.
- 19.10 **Retirement in Lieu of Layoff:**
- 19.10.1 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) work days prior to the effective date of the proposed layoff, notify Superintendent in writing of the retirement.
- 19.10.2 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Paragraph 19.8 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by law.
- 19.10.3 The District agrees that when an offer of reemployment is made to an eligible person retired under the Article, and the District received within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed thirty (30) days time to terminate his/her retired status.
- 19.10.4 An employee subject to Paragraph 19.10 who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- 19.10.5 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this Article.
- 19.11 **Notification of Reemployment Opening:** Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by mail to the last address given the District by the employee, and a copy shall be sent to the Chapter by the District, which shall acquit the District of its notification responsibility.
- 19.12 **Employee Notification to District:** An employee shall notify the District of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notified the District of refusal of reemployment within ten (10) working days from receipt of the reemployment notice.
- 19.13 **Reemployment in Highest Class:** Employee shall be reemployed 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 (39) months right to the higher paid position.

- 19.14 **Improper Layoff:** Any employee who is improperly laid off within the terms of this Agreement shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

ARTICLE 20

GRIEVANCE PROCEDURES

20.1 **Definitions:**

20.1.1 A “grievance” is defined as any complaint of an employee, a group of employees, or the Chapter involving the interpretation, application, or alleged violation of this Agreement equitably resolve grievances at the lowest possible administrative level. It is the intent of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances. The grievant or the Job Representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits. Upon mutual agreement, all parties may be present under this section.

20.1.2 A “day” is any day in which the central administrative office of the Willows Unified School District is open for business.

20.2 **Procedures:** Grievances shall be handled in the following manner:

20.2.1 **Step One:** An aggrieved employee may present directly, or through his/her Job Representative, his/her grievance to his/her immediate Supervisor. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

20.2.2 **Step Two:** An aggrieved employee may present directly, or through his/her Job Representative, his/her grievance to his/her immediate supervisor, in writing. If the grievance is not satisfactorily adjusted within seven (7) working days after submission of the grievance, the immediate Supervisor shall, within seven (7) working days after the submission of the grievance, reduce to writing his/her response to the grievance.

20.2.3 The Supervisor, after a personal conference with the employee, shall communicate his decision to the employee in writing within seven (7) days after receiving the grievance. If the Supervisor does not respond within the time limits, the grievant may appeal to the next level.

20.2.4 At Step Two of the grievance procedure, the aggrieved employee may elect in writing to represent himself/herself rather than have the Chapter provide representation. If the aggrieved employee elects to represent himself/herself at this step, or at any later step, the Chapter shall be relieved of further obligation of representation and shall be relieved of any further obligation to share in any further expense of the grievance procedure, including the costs of arbitration. He/she shall follow the procedures of this section.

20.2.5 Within the above time limits, either party may request an informal personal conference to resolve the grievance.

- 20.2.6 **Step Three:** If the grievance is not satisfactorily adjusted by the immediate supervisor, or if the immediate supervisor fails to respond in accordance with Step Two, the unit member may submit the grievance in writing to the District Superintendent within seven (7) working days of the receipt of the response at Step Two, or within seven (7) working days after the time periods called for in Step Two have passed. Within seven (7) working days of the receipt of the grievance at Step Three, the Superintendent or his/her designee shall meet with the aggrieved employee and his/her Job Representative in an attempt to resolve the grievance. Within seven (7) working days after this meeting, the Superintendent shall deliver to the aggrieved employee and Job Representative the response to the grievance.
- 20.2.7 **Step Four:** If the grievance is not satisfactorily adjusted by the Superintendent, the Chapter may submit the grievance in writing to the Governing Board within seven (7) working days after the receipt of the response of the Superintendent, or within seven (7) working days of the failure of the Superintendent to respond in accordance with Step Three. The Governing Board will schedule a public hearing on the grievance at its next regularly scheduled public meeting. The Hearing will be closed unless a public hearing is requested by the grievant. At the meeting, the aggrieved employee and the Job Representative shall have an opportunity to testify, present evidence, and present witnesses pertaining to the grievance. Within fifteen (15) working days after this meeting, the Governing Board will deliver to the aggrieved employee and his/her Job Representative, its written response to the grievance. An individual representing himself/herself may elect to take his/her case to the Governing Board. In such instance, he/she shall follow the procedures of Paragraph 20.2.7.
- 20.2.8 Time (days) as specified in this Article may be changed as mutually agreed upon by the parties concerned.
- 20.2.9 **Arbitration:** In the event that the grievance is not satisfactorily adjusted at Step Four, the Chapter may submit a request in writing that the grievance be submitted to arbitration. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the PERB. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the American Arbitration Association. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the American Arbitration Association. Both parties agree that, subject to the provisions of the Code of Civil Procedures of the State of California, the arbitration award resulting from this procedure shall be final and binding on all parties. The costs of arbitration shall be borne equally by the Chapter and by the District. An individual representing himself/herself may elect to take his/her case to arbitration.
- 20.3 **Group Grievances:** If the grievance involves employees with different immediate Supervisors, the grievance may be filed at Step Three. If the grievance involves employees, not all of whom have the same supervision at Step Two, the grievance may be submitted at Step Three.
- 20.4 **Policy Grievances:** If the grievance involves District-wide policy, practice, or interpretation of this Agreement, the grievance may be submitted at Step Three.

- 20.5 **Employee-Processed Grievance:** An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention by the Chapter, as long as the adjustment is not inconsistent with the terms of this Agreement. The Chapter shall be provided with a copy of the proposed resolution for review. The Chapter shall be given an opportunity to file a written response to the proposed resolution. The Chapter shall be provided copies of any resolution of any grievance. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure, with the approval of the Chapter and the employee(s).
- 20.6 **Disciplinary Grievances:** Grievances involving disciplinary action by the District shall be handled in the same manner as all other grievances, with the following exceptions:
- 20.6.1 A disciplinary grievance may be initiated at Steps Two or Three, at the option of the employee.
- 20.6.2 Disciplinary arbitrators shall confine themselves to making recommendations as to the guilt or innocence and the appropriateness of the proposed penalties. Disciplinary arbitrators shall not add to, subtract from, or modify provisions of this Agreement.
- 20.7 **Grievance Witnesses:** The District shall make available for testimony any District employee who may have pertinent information related to the alleged grievance. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.
- 20.8 **Separate Grievance File:** All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file; such file to be available for inspection only to the employee, the Job Representative, and those Governing Board Members, Management, Supervisory, and Confidential employees directly involved in the grievance procedure.

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 23 **IN-SERVICE TRAINING**

- 23.1 **In-Service Training Program:** The District shall provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit.
- 23.1.1 Employees shall not suffer loss of pay or other benefits while participating in an approved in-service program.
- 23.1.2 Costs of tuition and other approved expenses associated with District-approved in-service programs shall be paid by the District.

ARTICLE 24 **CONTRACTING AND BARGAINING UNIT WORK**

- 24.1 **Restriction on Contracting Out:** During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit covered by this Agreement unless the Chapter is notified regarding such contracting.
- 24.2 **Bargaining Unit Work:** No Supervisory, Confidential, Certificated or Management employee may perform, on a regular basis, any work within the job description of a bargaining unit employee.

ARTICLE 25
SEVERABILITY

- 25.1 **Savings Clause:** If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portions of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 25.2 **Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

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 27
MANAGEMENT RIGHTS

- 27.1 **Rights:** It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Included in those duties and powers are the exclusive right to: determine its management organization; direct the work of its employees; determine the times and hours of operation; establish its educational policies and determine budget allocation; determine the methods of raising revenue.
- 27.2 **Exercise of Rights:** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, 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 such specific and express terms are in conformance with law. The provisions of this Article shall not be construed to override specific terms of this Agreement or to abrogate or limit rights guaranteed or provided by legal decisions or operation of law.

ARTICLE 28
DISCIPLINARY ACTION PROCEDURES

Discipline shall be imposed upon permanent members of the classified service unit only for cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the Notice of Cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing District. A permanent employee is one who has completed an initial probationary period of six (6) months of service beyond the initial date of employment by Willows Unified School District.

- 28.1 **Dismissal:**
- 28.1.1 A permanent employee shall be subject to dismissal for cause, only as determined by the District Governing Board.
- 28.1.2 Probationary, temporary, substitute, and short-term employees shall be subject to dismissal at the discretion of the District Superintendent upon approval of the District Governing Board. The Superintendent will normally give notice to non-permanent employees of at least ten (10) working days in cases of dismissal.
- 28.2 **Types of Disciplinary Action That May Be Taken:**
- 28.2.1 A reprimand or warning notice relating to an action or lack of action may be placed in the personnel file. The employee shall be provided a copy and a notice of opportunity to reply. The employee must exercise his/her right to reply within ten (10) working days. The employee's written comments, if any, are to be attached to the reprimand or warning notice.
- 28.2.2 The employee may be suspended up to thirty (30) days without pay.
- 28.2.3 The employee may be demoted to a lower salary classification.
- 28.2.4 The employee may be discharged.

28.3 **In-Service:**

28.3.1 Whenever feasible, disciplinary action will be taken only after the employee has been counseled by the Supervisor and/or Superintendent regarding unsatisfactory actions or lack of action and a reasonable time for corrective action by the employee has passed.

28.4 **Causes for Disciplinary Actions:**

28.4.1 Incompetence or inefficiency in the performance of the duties of the position.

28.4.2 Insubordination, including, but not limited to, refusal to do assigned work.

28.4.3 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.

28.4.4 Dishonesty (while in working status with the District).

28.4.5 Drinking alcoholic beverages on the job, or reporting for work while under the influence of alcohol.

28.4.6 Addiction to or being under the influence of narcotics on the job.

28.4.7 Repeated unexcused absence or tardiness.

28.4.8 Abuse of leave or vacation privileges (unauthorized leave).

28.4.9 Absence without notification.

28.4.10 Falsifying any information supplied to the District including information supplied on application forms, employment records or any other school district record.

28.4.11 Willful or persistent violation of State law or policies and regulations of the District.

28.4.12 Conviction of crimes of moral turpitude or sex offenses and/or narcotics offenses as defined in Education Code §44010 and 44011.

28.4.13 Failure to adequately care for and safeguard assigned District material, equipment or facilities.

28.4.14 Any other action or lack of action that is detrimental to the school district and public service.

28.5 **Notification to Employee:**

28.5.1 When there is evidence of unsatisfactory performance of the duties and responsibilities assigned which involves any of the causes for disciplinary action as specified in Paragraph 28.4 above, the Superintendent shall prepare a written notice to be delivered to the employee specifying the act(s) and/or omission(s) which would be cause for disciplinary action. Such notice shall serve as a warning to the employee and shall include specific recommendations for improvement. Either party may request a meeting to discuss such notice and the reasons for it. The employee shall be entitled to Chapter representation for the meeting, if desired.

28.5.2 When there is evidence of further unsatisfactory performance of the duties and responsibilities assigned which involves any of the causes for disciplinary action as specified in Paragraph 28.4, the Superintendent will prepare and serve written notice of disciplinary action upon the employee as follows:

- A) The notice shall be personally delivered or sent by registered mail to the last known address.
- B) The notice will be based on the recommendation of the Superintendent and shall contain the following information:
 - (1) The action or lack of action by the employee including the time, place, and persons involved upon which the recommended disciplinary action is based;
 - (2) The cause(s) for disciplinary action; and
 - (3) The disciplinary action which is recommended to be taken and the proposed effective date of such action.

28.6 **Notification of Rights:**

In addition to the Notice of Disciplinary Action, the employee shall be sent, in the same mailing, a Notification of Employee Rights.

28.6.1 For permanent classified employees, these notice rights are:

- A) The right to request a hearing, in open or closed session, before the District Governing Board within ten (10) working days of receipt of the Disciplinary Action notice;
- B) The right to be represented at the hearing by representatives of his/her choice;
- C) The right to examine and have copies of all District reports relating to the recommended disciplinary action prior to the hearing;
- D) A notice that failure to request a hearing in writing on the form provided within ten (10) work days constitutes an acceptance of the disciplinary action;

- E) A copy of a “Request for Hearing” form that serves notice which must be delivered within ten (10) work days, by person or registered U.S. Mail, to the Superintendent of the District; and
- F) A copy of the Contract Article relative to Disciplinary Action and Hearing procedures.

28.6.2 For non-permanent classified employees, the notice rights are:

- A) The right to have a copy of all District records relating to the disciplinary action;
- B) The right to file a written reply to be placed in the personnel file of the employee; and
- C) The right to be assisted by representatives of his/her choosing.

28.7 **Request for Hearing (by Permanent Classified Employee Only):**

28.7.1 Normally, within thirty (30) days of the receipt of a request for a hearing, unless a postponement is requested by either party, or as soon as a hearing officer is available, the District Governing Board shall hold a hearing on the recommended disciplinary action which shall be conducted in accordance with Paragraph 28.9 of this Article.

28.8 **Emergency Conditions:**

28.8.1 In emergency cases, when the Superintendent determines that the District personnel, students, or property are endangered, the Superintendent may immediately suspend a classified employee, with pay, and serve disciplinary action notice until a hearing by the Board may be held.

28.9 **Hearing Procedures:**

28.9.1 When a permanent classified employee has requested a hearing in accordance with provisions of this Article, the following procedures will be followed:

- A) Either party to a hearing may be represented by counsel or an individual of their own choice and shall be given ten (10) calendar days advance notice of the time, date, and place of hearing.
- B) A party to a hearing shall have the right to examine and have copies of all District records concerning the hearing matter prior to the hearing.
- C) A party to a hearing process may present witnesses on his/her behalf and shall have the right to examine and cross-examine witnesses.
- D) A party to a hearing shall have the right to a translator provided by the District, upon request.
- E) Witnesses will be called individually and excused after making their statement and submitting to questions and any cross-examination.

- F) The hearing will be held in closed or open session, according to the wishes of the employee.
 - G) A recorder shall be supplied by the District to record the proceedings.
- 28.9.2 The presiding officer shall be a member of the Board or a hearing officer. The Board may elect to use a hearing officer of its choice and will pay the full cost, if any, for the service.
- 28.9.3 The presiding officer or hearing officer will:
- A) Limit or exclude evidence or testimony which is not relevant or material to the issue. Technical rules of evidence shall not apply to such hearing, but evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.
 - B) Elicit such evidence and testimony as he or she believes may be useful or necessary to establish facts and to provide an accurate record of actions or lack of actions by time, place, and persons involved in the disciplinary action.
 - C) Ask questions and permit questioning of witnesses by Board Members, participate in hearing discussions and assist, if requested by the Board, in drafting of findings of facts and points of law and be present at all times during the consideration of the case.
 - D) Authorize taking of depositions.
 - E) Administer oaths of affirmations.
 - F) Rule on objections, motions, and questions of procedures.
 - G) Adjourn the hearing when deemed necessary and set a time, date, and place for continued hearing, if necessary.
- 28.9.4 The Board's findings of fact shall be based on preponderance of the evidence offered.
- 28.9.5 A decision shall be rendered by the Board within ten (10) work days of the close of the hearing or upon receipt of a recommendation from the hearing officer. It shall be the final decision of the District regarding the matter.
- 28.9.6 The decision of the Board shall be made in writing and shall set forth the following:
- A) Finding of fact on which the Board's decision shall be based;
 - B) Final order of the Board;
 - C) Notification that a copy of the hearing transcript may be provided to the employee at his/her expense on a cost-to-the-District basis;
 - D) Notification of any appeal process that is available to the employee.

ARTICLE 29
SUPPORT OF AGREEMENT

- 29.1 The District and the Chapter recognize the duty and the obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

ARTICLE 30
STATUTORY CHANGES

- 30.1 The parties agree to meet and negotiate within fifteen (15) days upon request by either party in an effort to reach agreement over any change that adversely affects the terms and conditions of this Agreement that is brought about by statutory action during the term of this Agreement.

ARTICLE 31
EVALUATION PROCEDURE

- 31.1 The performance of all classified bargaining unit members shall be evaluated at least twice during the probationary period and thereafter no less than every other year, in writing, by the appropriate evaluator(s), in accordance with the "Evaluation Procedure Guide." (Attachment B)
- 31.2 The employee shall have the opportunity to review and discuss his/her evaluation with the evaluator. If the employee is in disagreement with the evaluation, he/she has a right to meet again with the evaluator to discuss his/her comments within five (5) working days. He/she has the right to attach a statement to the District Office copy of the evaluation. If this is to be done, the statement must be submitted to the District Office within ten (10) working days of the receipt of the employee's copy of the evaluation.
- 31.3 After reviewing and discussing the written evaluation with the appropriate evaluator(s), the employee shall sign the evaluation testifying that the discussion and review have taken place; the employee's signature in no way signifies agreement with the evaluation. The employee shall receive a copy of the evaluation.
- 31.4 Nothing under this Article shall be construed to make the contents of the evaluation subject to the grievance procedure in this Agreement. Whether or not the process or procedure is followed is grievable.

ARTICLE 32
DURATION OF AGREEMENT

32.1 **Term:**

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

32.2 **Reopeners:**

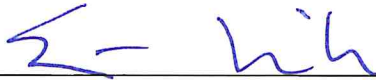
- 32.2.1 Reopeners for 2021/2022 shall be salary and benefits plus two additional articles for each party.
- 32.2.2 Reopeners for 2022/2023 shall be salary and benefits plus two additional articles for each party.

Completion of Negotiations

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

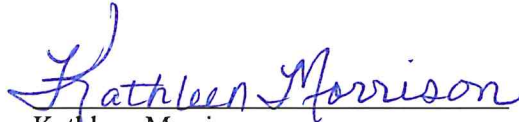
FOR THE WILLOWS UNIFIED
SCHOOL DISTRICT

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



Emmett Koerperich
Superintendent

Dated: 11-8-21



Kathleen Morrison
President, Chapter #119 of CSEA

Dated: Nov. 8, 2021

**Classified Salary Schedule
2020-2021**

Attachment A-1

RANGE ↓										3%	6%	9%	12%	15%	
STEP →	1	2	3	4	5	6	7	8	9	12 yrs	16 yrs	20 yrs	24 yrs	28 yrs	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	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	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	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	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	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	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	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	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	30
31	\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25	\$22.81	\$23.49	\$24.18	\$24.86	\$25.55	\$26.23	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	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	\$27.55	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	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	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	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	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	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	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	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	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	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	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	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	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	46

LONGEVITY:	3% longevity increase upon completion of 12 complete years w ith the District	Up to 5 years of prior California public school (K-14) service may be used to supplement these requirements.
	6% upon completion of 16 complete years w ith the District, in leiu of the previously awarded 3%	
	9% upon completion of 20 complete years w ith the District, in leiu of the previously awarded 6%	
	12% upon completion of 24 complete years w ith the District, in leiu of the previously awarded 9%	
	15% upon completion of 28 complete years w ith the District, in leiu of the previously awarded 12%	

PROFESSIONAL GROWTH:	Professional Growth Awards w ill be paid in one lump sum follow ing the completion of each approved nine units. In successive years, the award w ill be paid in equal monthly payments.
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Note #	Change / Description:	Board Approved	Effective Date	Date Implemented
07	Reflects 5% increase for 2016-2017; Board Approved 2/2/2017	2/2/2017	7/1/2016	2/2/2017
08	Reflects 2% increase for 2017-2018; Board Approved 2/2/2017	2/2/2017	7/1/2017	2/2/2017
09	Reflects 2% increase for 2018-2019; Board Approved 2/2/2017	2/2/2017	7/1/2018	7/1/2018
10	Reflects the addition of Range 20 to 23; Board Approved 4/5/2018	4/5/2018		4/5/2018
11	No change for 2019/20	N/A	N/A	N/A
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 w ith minimum wage increases through January 1, 2022; square the salary schedule w ith 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 w ith prior advanced step placement due to minimum wage requirements w ill be placed on the appropriate range and step consistent w ith their position & experience; Secretary I incumbent placed at Range 33, Step 9 of Schedule A-2 w ill be grandfathered to Range 36, Step 9 of this schedule; Secretary II incumbent placed at Range 35, Step 9 of Schedule A-2 w ill be grandfathered to Range 38, Step 9 of this schedule.	6/23/2021	7/1/2020	6/24/2021

CLASSIFIED JOB CLASSIFICATIONS (effective 6/30/2021)

JOB TITLE	RANGE
Account Clerk	34
After School Program Activity Assistant	24
After School Program Coordinator	29
Bus Driver	34
Bus Driver Lead (District-wide) ^{3&4}	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) ⁵	37
Clerical Aide II	29
Computer Lab Technician	35
Custodian - Lead (site)	33
Custodian (site)	30
Custodian Lead (District-wide) ^{3&4}	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 ²	34
Health Records Aide I	24
Health Records Aide II	29
Instructional Aide I	24
Instructional Aide II	29
Library/Media Specialist ¹	31
Maintenance I	35
Maintenance I/Sub Bus Driver	35
Maintenance I/Utility	34
Maintenance II	38
Maintenance III Lead (District-wide) ⁴	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, Increase Yard Duty from Range 20 to 22

WILLOWS UNIFIED SCHOOL DISTRICT
823 W. Laurel Street
Willows, CA 95988
(530) 934-6600

CLASSIFIED PERSONNEL
EVALUATION PROCEDURE GUIDE

PREFACE

It is the intent of the Superintendent of Schools that performance evaluations shall be used as a tool for providing effective means of communication through which the evaluatee and the evaluator may discuss and evaluate the progress of the employee on all matters affecting performance, efficiency and job requirements, thereby developing mutual understanding and more effective work relationships.

The process of evaluation is something that each of us experiences throughout our lives. Informal evaluations frequently are done with information that is poor, inaccurate or inadequate and, in some cases, are shared only on a rumor basis with others and not with the person whose character and status is being discussed. This is damaging, unfair, and it is an “everyone loses and no one gains” game that is played all too frequently. We all need to minimize this type of “evaluation” and increase the helping aspects of some type of formal evaluation process.

Performance evaluation is nothing new; however, what is new, hopefully, is a more systematic and humanistic relationship in the evaluation process. The evaluation should include not “what is” but also “and here are ways in which improvement can be made.” Evaluation must be for the purpose of nurturing and encouraging improvement of all, including those who are already doing an outstanding job.

DEFINITIONS

1. Evaluatee - Member of the classified service who is being evaluated by the evaluator.
2. Evaluator - An evaluator is one who is given the authority to supervise a classified employee.
 - a) Secondary Evaluator - The immediate supervisor.
 - b) Primary Evaluator - The person in charge of the program. (This may or may not be the same as (a) above.)
3. Probationary Employee - A classified employee who has not completed the probationary period for the class in which the employee is working. An employee may be a permanent classified employee in a classification, but if the employee promotes or transfers to another class, the employee must again complete a probationary period. If the employee does not satisfactorily complete the probationary period in the new assignment, he/she would be returned to their previous position.

CLASSIFIED PERSONNEL EVALUATION PROCEDURE GUIDE

I. Purpose and Objectives of Evaluations

The purpose of evaluating employees is to provide a basis for encouraging greater work efficiency and assuring that only capable classified personnel achieve and retain permanency. Evaluations are frequently criticized for being subjective – “just a personal opinion.” Admittedly, evaluations are a matter of individual judgment and when you have many supervisors, each one may have a different interpretation of what an evaluation is and how it should be administered. By following this evaluation tool, the remarks placed on the form should be objective. The evaluation must be subjected to documentation. There should be a continuous attempt in any personnel evaluation program to achieve fairness and to retain an understanding of the employee’s feelings.

In an attempt to standardize the evaluation procedure, all employees shall be evaluated on set criteria. Employees will not be compared to each other, but will be evaluated only on how well they meet the needs of the position they are filling.

The form is a tool to assist the evaluator in administering the performance evaluation.

It is suggested that an employee evaluation program:

1. Form the basis for constructive discussion between supervisors and their employees on all matters affecting performance.
2. Develop mutual understanding and more effective work relationships.
3. Encourage the development of individuals who may be qualified and/or qualifiable for promotion.
4. Require all supervisors to reflect closely upon the work of their employees.
5. Assure employees of an impartial and objective evaluation of their progress.
6. Call attention to specific factors of performance, qualifications and personal characteristics so that they may be evaluated and discussed separately.
7. Assist in determining necessary in-service training.
8. Encourage employees toward self-analysis and toward the desire to improve or overcome specific weaknesses.

II. When Evaluations Are to Be Made

- a) All probationary classified employees shall be evaluated by the primary evaluator at least twice; not later than the end of the second (2nd) and fourth (4th) months of their probationary period. The final evaluation shall include, under comments, a recommendation to either retain or dismiss the probationary employee from the position. The Superintendent, who is the final authority in this area, may override the final recommendation of any previous evaluator as to whether the classified employee shall be retained in the classification or classified service. Appropriate due process procedures must be observed.
- b) All permanent classified employees may be evaluated by an evaluator at any time during the year, but at least once in any two consecutive years.

If a permanent classified employee has not been evaluated prior to the fourth quarter of the year, then the bargaining unit employee shall be evaluated by May 15th of that school year.

III. Responsibility for Evaluations

The prime evaluator is responsible for completing the evaluation and shall be entitled to obtain information to assist in the completion of the evaluation.

IV. Procedure to be Followed

- a) The evaluatee and evaluator(s) should study and analyze the contents of the evaluation form available through the Superintendent's Office.
- b) The involved parties should understand thoroughly the duties and requirements of the position held by the employee to be evaluated. If you do not have a classification description of such job, you may obtain a copy from the Superintendent's Office.
- c) The procedure should use a process of objective reasoning, "eliminating all personal prejudice, bias or favoritism."
- d) The procedure should analyze the employee's performance in terms of the specific criteria listed on the evaluation form. Comments should be made when a rating of "Improvement Needed," or "Very Good" has been given the employee. The suggested factors listed under each criteria should be considered, but it is not necessary to limit comment to those items; rather the comments should be directed to those factors which are most meaningful to the particular person being evaluated. If there is more than one evaluator, they shall work together on the evaluation form with the Secondary Evaluator providing input to the Primary Evaluator. The Primary Evaluator shall be responsible for signing the evaluation form. When an "Improvement Needed" determination has been made, the District may choose to implement use of a Performance Improvement Plan (PIP) in an effort to provide the employee assistance as to strengthen areas of identified need.

- e) Seniority shall not be taken into consideration.
- f) Careful consideration should be given to employee strengths and weaknesses – “a must in effective evaluation.” This care will be helpful to the evaluatee and will aid the evaluator in reaching a more constructive review.
- g) Each major category will be rated. Number 13 should be completed only if the employee being evaluated has some supervisory responsibility (including student or other adult supervision).
- h) The evaluation form should be signed by the Primary Evaluator and a copy sent to the evaluatee at least one day before any discussion of the evaluation. During the preparation of the evaluation, the Primary Evaluator should discuss the evaluation with those concerned with supervision or direction of the evaluatee.
- i) A quiet place should be scheduled where the evaluator and evaluatee can discuss the evaluation without interruption for a period of time and where unauthorized persons will not see the forms. The evaluator should discuss the contents of the evaluation with the evaluatee. Evaluations should be kept confidential.
- j) The evaluatee should receive his/her copy, signed by the evaluator(s), plus any attachments. If the employee has a disagreement with the evaluation, he/she has the right to attach a statement to the District Office copy of the evaluation. He/she will meet with the evaluator to discuss the statement within five (5) working days. If the comment is to be attached to the evaluation, the statement must be submitted to the District Office within ten (10) working days of receipt of the employee’s copy of the evaluation. The evaluatee may comment on any or all comments of the evaluator in writing.
- k) The evaluatee shall have the opportunity, at his/her request, to meet a second time with the evaluator. Either at the first or second conference, both parties should date and sign all three copies of the evaluation form.
- l) The Primary Evaluator will send the original copy, plus any attachments, to the personnel file in the Superintendent’s Office and will keep his/her copy.
- m) The Superintendent will contact the evaluatee if the evaluatee is not recommended for permanency and discuss the status of the evaluatee.

INTERPRETATION OF RATING FORM

(“Evaluation Record for Classified Employees”)

QUALITY OF WORK - Indicates the average degree of excellence of the work for the entire period being rated. Does not take into account the volume of work. It will include all such factors as neatness, accuracy, completeness, and general acceptance of work.

VOLUME OF WORK - Two factors should be considered: How rapidly the person works and how constantly he/she maintains that speed. It is the total volume of acceptable work over the entire rating period which counts, not the rate made in sudden bursts of speed. Work which is entirely unacceptable in quality and which, therefore, must be done over, should not be considered as accomplished work in estimating “volume.”

KNOWLEDGE OF WORK – This should be based on how completely the employee possesses information pertinent to the performance of his work. To secure a rating of “Superior,” one doing even routine work should have a knowledge of all essential rules and procedures and at least a fair understanding of the basic principles behind them.

INITIATIVE - This is a capacity to assume responsibility without waiting for detailed instructions. It requires the ability to make a prompt decision as to the best course, and the self-confidence and courage to act on that decision. A person with initiative will be on the alert for better methods of doing his work and will volunteer suggestions for changes rather than wait until he/she is asked.

WORK ATTITUDE - How much is this person interested in his work? When emergencies arise and more than the usual effort is necessary, does he/she jump into the task with enthusiasm, or does he/she need to be reminded that his/her work is getting behind? Does he/she seem anxious to learn more about his/her work? Is he/she on the alert for new ideas? Is he/she taking some course or reading books which help him/her do a better job? Enthusiasm should be judged by what the employee does, more than by what he/she says; by how he/she works, more than by how he/she talks.

WORK HABITS - Promptness in his/her duties and general appearance as he/she goes about his/her daily work. Also, proper selection of materials used in his/her work should be evaluated under this heading.

ATTITUDE TOWARD OTHERS - How pleasantly does this employee work with fellow employees? What is his/her attitude toward supervision? Does he/she welcome or does he/she resent suggestions made by his/her supervisors? When he/she is asked to do something a little out of the ordinary, how promptly and how pleasantly does he/she agree to do it? If he/she comes into contact with persons from outside the school district (in person or by telephone), are these contacts such that they build good will? When he/she works directly with teachers, students, parents and employees, does he/she show a sincere interest in them and their problems? Does the sincerity and cordial interest in them disappear as soon as the contact is gone or out of earshot? All of these questions should be considered when rating this important quality. How an employee’s attitude affects fellow workers should be considered. If he/she frequently upsets others, or disrupts working relationships with others through tactless remarks or caustic criticisms of decisions, rules, or procedures, it should be reflected in his/her remark.

SUPERVISORY ABILITY - (To be used for Supervisors only) How does the Supervisor relate to those for which he/she is responsible? Does he/she treat all personnel fairly, yet firmly as the situation dictates? The Supervisor must not be able to evaluate the effectiveness of others, but be able to demonstrate by his/her own efforts and accomplishments, the level of work desired.

GENERAL RATING - After completing ratings on the face of the form, the evaluator is to make a general rating. This takes into consideration all of the qualities which go together to make up each employee's total value to the organization. This rating usually will correspond in value, or degree, to the areas checked on the face of the Evaluation Record. However, this need is not always be true. For example, an employee might have such an unpleasant attitude toward all of the other employees around him/her or toward the general public, that he/she might be rated overall very low. In cases of this kind, the evaluator should give what he/she conscientiously believes to be the correct general rating and explain in the comments space.

GENERAL COMMENTS - The evaluator is to give any statements which would clarify or help complete the picture of the employee's work efficiency. Such comments are also important for: (1) Promoting employees; and (2) Releasing employees. Evaluation Records can serve as a basis for reviewing an employee's suitability for promotion and it should be remembered that before a probationary or permanent employee can be released for reason of work inadequacy, there should be documented evidence of a specific nature. Evaluation Records serve as such a basis.

WILLOWS UNIFIED SCHOOL DISTRICT
823 W. Laurel Street
Willows, CA 95988
(530) 934-6600
CLASSIFIED EMPLOYEE EVALUATION

Name _____

Probationary _____

Classification _____

Permanent _____

School _____

This evaluation covers the period from _____ to _____

			1 Very Good	2 Good	3 Satisfactory	4 Improvement Needed
A.	1.	Quality of work				
	2.	Volume of work				
	3.	Knowledge and skill				
	4.	Initiative/enthusiasm				
	5.	Works well with others				
	6.	Follows directions				
	7.	Self-reliant				
	8.	Works well with students				
	9.	Completes assignments				
	10.	Appearance				
	11.	Attendance				
	12.	On time for work				
	13.	Supervisory ability				

B. Positive Comments:

C. Constructive Comments: (Any mark in Column 4 must have a comment.) These criteria will be re-evaluated until performance is rated at least satisfactory or the employee is separated from District service.

D. Conference held on _____

Secondary Evaluator (If applicable): _____

Date _____

Primary Evaluator: _____

Date _____

Employee: _____

Date _____

Employee comments (if any):

**WILLOWS UNIFIED SCHOOL DISTRICT
Performance Improvement Plan (PIP)**

Employee Name:

Review Date:

Position Title:

Site:

Please be as specific as possible in describing all three of the areas listed below:

<u>WHAT IS</u> A statement of the specific issues and how the supervisor sees the employee's work performance.	
<u>WHAT SHOULD BE</u> A statement of what the conditions would look like if the employee's work performance were acceptable.	
<u>SUPPORT BEING OFFERED</u> A statement of the support being offered to the employee which would enable the employee to work at an acceptable level in areas identified as needing improvement.	
<u>FOLLOW UP</u>	<input type="checkbox"/> 1 Month <input type="checkbox"/> 2 Months <input type="checkbox"/> 3 Months <input type="checkbox"/> Other _____

*NOTE: This form will be used when an informal oral discussion regarding unacceptable work performance between the supervisor and the employee has taken place and no positive results have been noted within ten (10) days after the meeting, or as an attachment to an unsatisfactory Work Performance Evaluation (WPE).

This document will be placed in your personnel file. If you wish to respond to this document either orally or in writing, you may do so within 10 calendar days from the date below. If you submit a written response, it will be attached to this document and placed in your personnel file.

Employee Signature

Date

Supervisor Signature

Date

This document shall be placed in your file on _____ (date).