

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WASHINGTON UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
WASHINGTON UNIFIED CHAPTER NO. 882

JULY 1, 2021 TO JUNE 30, 2024

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ARTICLE 1 – AGREEMENT

- 1.1 This Agreement is made and entered into effective July 1, 2021 between the Washington Unified School District (“District”) and the California School Employees Association (“CSEA”) and its Washington Unified School District Chapter No. 882 ("Association").
- 1.2 The purpose of this agreement is to promote employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish wages, hours of employment and other terms and conditions of employment.
- 1.3 No District employee or group of employees acting independently of the District or CSEA shall alter, amend, or modify any provision(s) of this Agreement.
- 1.4 This Agreement, when signed by the District and the Association, shall supersede all other contracts and shall represent the sole Agreement between the District and the Association.
- 1.5 For purposes of this Agreement, and unless otherwise defined, a “day” shall be defined as any day the District office is opened for business.
- 1.6 This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024.

ARTICLE 2 – RECOGNITION

- 2.1 The District recognizes the Association as the exclusive bargaining representative of the full time and part-time, permanent and probationary classified bargaining unit employees, except employees employed in positions requiring certification qualifications; management, supervisory, and confidential employees, and employees not part of the classified service as defined by law (e.g. athletic/walk-on coaches, student workers, performing arts specialists, after school enrichment workers). Appendix 1.
 - 2.1.1 CSEA and the District agree to negotiate regarding whether or not any newly created position shall constitute part of the unit or shall be deemed exempt. If no agreement is reached through those negotiations, the matter shall be referred to the Public Employees Relations Board (PERB) as required by law.
- 2.2 Coaching positions are exempt from the classified service.

ARTICLE 3 - DISTRICT RIGHTS

- 3.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the District to the full extent of the law.
- 3.2. Included in, but not limited to, those duties and powers is the right to:
- a) Determine its organization
 - b) Supervise the work of its employees
 - c) Determine the times and hours of operation of the District;
 - d) Determine the kinds and levels of services to be provided and methods of providing them;
 - e) Establish District-wide educational policies, goals, and objectives;
 - f) Insure the rights and educational opportunities of students;
 - g) Determine staffing patterns;
 - h) Determine the number and kinds of personnel required;
 - i) Maintain the efficiency of District operations;
 - j) Build, move, or modify facilities;
 - k) Establish budget procedures and determine budgetary allocations;
 - l) Determine the methods of raising revenue;
 - m) Take action on any matters in the event of an emergency;
 - n) The right is retained to:
 - 1. Hire;
 - 2. Classify;
 - 3. Assign or reassign;
 - 4. Evaluate;
 - 5. Promote;
 - 6. Terminate;
 - 7. Discipline employees under this contract and the provisions of the law.
- 3.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices and the use of judgment and discretion, 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.

ARTICLE 4 - PERSONNEL FILES

- 4.1 A personnel file for each employee shall be maintained at the District's administration office.
- 4.2 Employees shall be provided copies of any derogatory written materials at least ten (10) days before such material is placed in the employee's personnel file. Any person who places written material in an employee's personnel file shall sign and date such material. The employee shall be given an opportunity to prepare a written response to such material. In order to have the response attached to the document in question, the employee must submit the written response within ten (10) days. Any pertinent written response after ten (10) days shall be placed in the employee's personnel file but shall not be attached to the derogatory material.
- 4.3 An employee shall have the right, at reasonable times without loss of pay, to examine and obtain copies of material from the employee's personnel file.
- 4.4 Personnel files shall only be available for inspection by those duly authorized by law. The Association representative, if authorized by the employee, may examine the employee's personnel file upon request during the District's normal business hours.

ARTICLE 5 – EVALUATIONS

Evaluations are confidential and are to be developed as follows:

- 5.1 All *probationary* employees shall be evaluated twice before the end of the probationary period with the first evaluation taking place at the completion of the third month of employment and with two (2) months between evaluations. Prior to the end of an employee's probationary period, an evaluation will be submitted to the Human Resources Office with a recommendation of retention or dismissal of the employee following an evaluation conference between the probationary employee and evaluator.
- 5.2 All *permanent* employees shall be evaluated at least once per year at the District's discretion before the end of the school year. All formal written evaluations shall be completed and submitted to the Human Resources Office. A copy of the evaluation will be presented to the employee following an evaluation conference between the employee and evaluator.
- 5.3 The evaluation shall be based upon the evaluator's knowledge and observation of how the employee performs. All evaluations shall be on District prescribed forms.
- 5.4 The immediate supervisor evaluates the employee. This is the person who assigns, checks, reviews and supervises the work of the employee on a daily basis. If an employee has more than one immediate supervisor, has been transferred or promoted, the supervisor with whom the employee spends a majority of his/her assigned time shall prepare the evaluation report.
- 5.5 The employee signs the report to indicate that he/she has seen and discussed it with the supervisor. The employee's signature does not mean that he/she agrees with the evaluation report.
- 5.6 Any negative evaluation shall include specific recommendations for improvement 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 within ten (10) days.
- 5.7 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.
- 5.8 The contents of any evaluation shall not be subject to the grievance procedure.

ARTICLE 6 - HOURS

- 6.1 Work Day. The work day for an employee shall be established and regularly fixed by the District. The District may change the work hours of ten, (10), eleven (11) and twelve (12) month employees by 30 minutes once annually for legitimate business needs and shall provide written notification to employees thirty (30) calendar days in advance of the change. If multiple employees are affected, implementation of the change will be based on seniority with the most senior employee having the first right of refusal. The District will notify CSEA and CSEA will be given the opportunity to bargain any changes beyond the 30 minutes. For ten (10) month employees, the District shall give written notice to employee and CSEA of any change in work hours in excess of 30 minutes. Notification shall be in writing prior to the end of the current work year for implementation at the start of the next year.
- 6.2 Work Week. The work week for full-time employees shall be forty (40) hours, rendered in units of eight (8) hours, exclusive of a District-designated lunch period. The work week shall consist of five (5) work days, normally Monday through Friday.
- 6.2.1 With majority approval of the affected employees and with proper notification, the District may change the work week schedule during the summer recess period.
- 6.3 Breaks. All employees shall be granted an uninterrupted rest period of fifteen (15) minutes for every four (4) hours of work at approximately the mid-point of the four (4) hour work period.
- 6.4 Lunch Period. All employees regularly assigned to work at least five (5) consecutive hours per day shall have an unpaid, uninterrupted, duty free lunch period of not less than thirty (30) minutes. The lunch period shall be assigned by the Immediate Supervisor, normally to be taken at the conclusion of four (4) hours of service, and designed to meet student and operational needs.
- 6.5 Overtime. Overtime work shall only be assigned to employees with the approval of his/her Immediate Supervisor and/or the Superintendent. Overtime is defined as work in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any calendar week. The employee shall receive cash compensation equal to one and one-half (1 ½) times the regular rate of pay.
- 6.5.1 Part-time employees shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.
- 6.5.2 An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his workweek, be compensated for at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.

- 6.6 Distribution of Overtime. The District shall distribute and rotate overtime as equally as possible to employees according to seniority, availability and expertise within the job classification. The distribution/rotation of overtime to employees shall occur within the specific departments or primary worksite. Employees may request to be assigned overtime at a specific site.
- 6.7 Compensatory Time Off. Any employee may request to take compensatory time off in lieu of cash compensation for overtime work. Such request shall promptly be submitted on district approved tracking form sheet to the Immediate Supervisor and a copy to Human Resources. Compensatory time off shall be granted at the appropriate rate of overtime. Compensatory time off shall be scheduled with the Immediate Supervisor's approval. At no time shall accumulated compensatory time exceed sixteen (16) hours and shall be taken and used within a twelve (12) month rolling time from which the compensatory time was earned. The employee will be paid for any compensatory time not used within the 12 month rolling period.
- 6.8 Standby Time. All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis, as appropriate. Drivers on special trips, including but not limited to athletic events, field trips and Saturday trips, may remain on stand-by time as directed by the District for the duration of the event for which the special trip is made and shall be paid for all stand-by time at the regular rate of pay. Whenever any combination of driving and stand-by time in a day exceeds an eight (8) hour workday, all excess hours shall be compensated at the appropriate overtime rate.
- 6.9 Call-back and On Call Time. Any employee called back to work after completion of their regular workday and who has not received prior notice shall be compensated for a minimum of two (2) hours of work at the appropriate rate.
- 6.9.1 Bargaining unit members who remain "on-call" for seven-day increments. "On-call", for the purposes of this agreement, means remaining available to return to a worksite at the request of the District after a unit member's regularly assigned work hours.
- 6.9.2 For every seven days a unit member is "on-call", they shall be compensated for fourteen (14) hours at the overtime rate outlined in Article 6.5.
- 6.10 Additional Hours. Any employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours, effective with the next pay period. Additional hours will be offered according to Article 6.6.
- 6.11 Differential Compensation. All employees that work seven (7) or more hours will be paid a five percent (5%) differential if their shift begins on or after 12:30 p.m.

ARTICLE 7 – SALARIES

- 7.1 Salary: Effective July 1, 2022, the 2022-2023 base salary shall be increased by 7%. Effective July 1, 2023, the 2023-2024 base salary shall be increased by 5%.
- 7.2 Salary Schedule. An employee shall move at a rate of one step per year of service so long as the employee has been in active status seventy-five (75%) of their required work days.
- 7.3 Holiday Compensation. Employees assigned and directed by their Immediate Supervisor to provide service on a District observed holiday shall be compensated at their regular rate of pay plus time and one-half.
- 7.4 Longevity Compensation: Longevity compensation shall be as shown below. Less than eight (8) hour employees shall receive prorated longevity increment payments.

Years 7-10	4.70%
Years 11-15	6.20%
Years 16-20	8.70%
Years 21-25	11.20%
Years 26-30+	13.70%

- 7.5 Professional Growth. The District encourages professional growth among employees as such professional growth improves the employee's value to the District.

- 7.5.1 Effective July 1, 2020 professional growth shall be based on the following schedule. These amounts shall be added to the employee’s annual salary.

Associates Degree	\$ 770.00
Bachelors Degree	\$ 1,100.00
Masters Degree	\$ 1,650.00

- 7.5.2 Prior to July 1, 2013 current employees may submit professional growth units and be eligible for the greater of section 7.5.1 or 7.5.2. This amount shall remain in effect until the employee is eligible for a higher professional growth compensation based on section 7.5.1.

- 7.5.2.1 Professional growth units must be obtained from an accredited college or university. Attendance at approved conferences, seminars and workshops may count if prior approval of the administration is obtained.

- 7.5.2.2 Professional growth units earned and approved by the District shall be paid for on the following basis: one unit equals a \$2.75 per month salary increase. The total cumulative maximum number of professional growth units that may be earned by any employee shall be thirty (30).

- 7.5.2.3 Professional growth units which have been approved by the administration, completed, verified, and are on file with the District before July 1, 2013 shall increase the employee's annual salary commencing July 1, 2013. After July 1, 2013 professional growth compensation shall be applied according to section 7.5.1.

- 7.5.2.4 Professional growth units for conferences, seminars, workshops, or other approved training shall be granted on the basis of one-half unit of credit for each eight (8) hours of class work.

ARTICLE 8 – HEALTH AND WELFARE BENEFITS

8.1 Health and Welfare Benefits for Full Time Employees.

- 8.1.1 The District shall provide full-time employees and their eligible dependents the following health insurance plan options through California’s Valued Trust (“CVT”) with a two-tier rate structure.

Blue Cross Plan 1 RX A
Blue Cross Plan 3 RX A
Blue Cross Plan 4 RX A
Blue Cross Plan 6 RX A
Blue Cross PPO Wellness Plan
Kaiser North Plan 1
Kaiser North Plan 2
Kaiser North Plan 3
Kaiser North HMO Wellness Plan
Aetna Plan

- 8.1.2 The District shall provide full-time employees and their eligible dependents the following dental plan provided through CVT with composite rate structure.

Delta Dental Basic Standard Incentive

- 8.1.3 The District shall provide full-time employees and their eligible dependents the following vision plan provided through CVT with composite rate structure.

VSP Plan C \$0.00 Deductible

- 8.1.4 The District shall provide full-time employees a term life insurance policy with a ten thousand dollar (\$10,000) face value provided through CVT.

- 8.1.5 For purposes of this Article, “full-time employees” shall mean employees who work forty (40) hours a week, eight (8) hours per day.

8.2 Payment of Health and Welfare Benefits.

- 8.2.1 For the 2022-2023 school year, the District’s total contribution to a full-time employee for all health and welfare benefits, including, but not limited to, health, dental, vision, and life insurance, shall not exceed \$ 1,715 per month (\$ 20,580 annually) per employee on a twelve-month basis (the “District Maximum Annual Contribution”). Any sums in excess of the District Maximum Annual Contribution shall be paid, in advance, by the employee through monthly payroll deductions.

- 8.2.2 Commencing with the 2013-14 school year, the District Maximum Annual Contribution shall be benchmarked to CVT Plan 1A (the “Benchmarked Plan”). The District Maximum Annual Contribution shall annually increase or decrease as set forth below

depending upon the premium cost of the Benchmarked Plan. To reduce health benefit costs, the parties may agree to use a lower cost Benchmark Plan at any time upon mutual agreement.

8.2.3 Commencing with the 2013-14 school year, any increase in health and welfare benefit premiums over the cost of the Benchmarked Plan shall be shared equally between the District and employee, with the District paying 50% of the increased premium cost and the employee paying 50% of the increased premium cost. All employee payments shall be made through monthly payroll deductions.

8.2.4 Commencing with the 2013-14 school year, any decrease in health and welfare benefit premiums for the Benchmarked Plan shall be shared equally between the District and employees, with the District receiving 50% of the decreased premium cost and employees who select the Benchmarked Plan receiving 50% of the decreased premium cost. Employees shall receive their portion of any savings resulting from decreased premium costs only in the form of taxable cash compensation. Employee compensation resulting from benefit plan selections shall not count for calculation of the employee's defined contribution retirement plan under CalPERS or CalSTRS unless otherwise allowed by law.

8.2.4.1 Example of District Maximum Annual Contribution increases and decreases:

Year 1: Benchmark Plan cost = \$17,460 (District Maximum Annual Contribution)

Year 2: Benchmark Plan cost = \$18,460 (+\$1,000) [In year 2, the District Maximum Annual Contribution would be increased by \$500 to \$17,960 and employee contributions for employees on the Benchmark Plan would be implemented at the rate of \$500 per year for employees selecting the Benchmark Plan].

Year 3: Benchmark Plan cost = \$17,960 (-\$500) [In year 3, the District Maximum Annual Contribution would be decreased by \$250 to \$17,710 and employee contributions would be decreased by \$250 to a total of \$250 per year for employees selecting the Benchmark Plan]

Year 4: Benchmark Plan cost = \$16,960 (-\$1,000) [In year 4, the District Maximum Annual Contribution would be decreased by \$500 to \$17,210. ($\$17,693 - \$500 = \$17,210$). Since the District Maximum Annual Contribution exceeds the plan cost, no employee contributions would be required for employees selecting the Benchmark Plan].

Year 5: Benchmark Plan cost = \$17,960 (+\$1,000) [In year 5, the District Maximum Annual Contribution would increase by \$500 to \$17,710 and employee contributions would be decreased to \$250 per year for employees selecting the Benchmark Plan].

8.2.5 Commencing with the 2022-23 school year, if an employee chooses an insurance plan

with a premium cost less than the District Maximum Annual Contribution, sixty percent (60%) of the difference between the District Maximum Annual Contribution and the premium cost of the plan selected by the employee will be paid on a monthly basis to the employee as cash compensation in lieu of greater health benefits. The other forty percent (40%) will be retained by the District. For the 2017-18 school year, this provision shall only be implemented on a prospective basis in accordance with all requirements imposed by CVT and the law. Part-time employee must participate in the District health and welfare program in order to be eligible for this provision. The District will not make any retroactive payments to any employee.

8.3 IRS Section 125 Plan. The District shall offer an IRS Section 125 Cafeteria Plan. The District’s Section 125 Plan shall include a Premium Only Payment Plan and Flexible Spending Accounts (“FSA”) for reimbursement of eligible medical care, dependent care and other authorized expenses. Employees shall be allowed all elections permitted by law and the District’s adopted Plan, as IRS Section 125 Plan requirements and applicable laws may change from time-to-time.

8.4 Required Insurance/Provider Requirements. All full-time employees must select benefit plans from among the plan options allowed by the District and its providers. In addition, all employees, both full-time and part-time, must adhere to all requirements imposed by the District’s benefit providers as those requirements may change from time-to-time.

8.5 Tax/Retirement Consequences. Neither the District nor the Association makes any representation or warranty with respect to the tax or retirement consequences of any elections made by individual employees. Neither the District nor the Association shall be liable for any tax or retirement consequences of elections made by unit members.

8.6 Health and Welfare Benefits for Part-Time Employees.

8.6.1 For purposes of this Article, “part-time employees” shall mean employees who work less than forty (40) hours a week, eight (8) hours per day.

8.6.2 Part-time employees must work a minimum of five (5) hours to be eligible for the District’s Health and Welfare Benefits. Those that qualify shall have available the same health, vision, dental and life insurance options that are available to full-time employees; however, the District’s contribution shall be made on a pro rata basis for part-time employees based on the following schedule.

Hours	Pro Rata %		Hours	Pro Rata %
7.5	93.75		6.	75
7	87.5		5.5	68.75
6.5	81.25		5	62.5

8.6.3 Part-time employees may elect whether or not to participate in the District’s health benefit program. However, part-time employees electing to participate must participate in all benefit programs, including the District’s health, dental, vision and life insurance

programs, and must select benefit plans from among the plan options allowed by the District and its providers.

8.6.4 Part-time employees who participate in the District's benefit programs must pay, through payroll deductions, the difference between the District's pro rata contribution and the total cost of the coverage options selected by the employee. All costs in excess of the District's pro rata contribution shall be paid by the employee through monthly payroll deductions.

8.7 Affordable Care Act. No employee may select a benefit plan that results in the District incurring a tax, penalty or other cost under the Affordable Care Act of 2010 as amended by the Health Care and Education Reconciliation Act.

8.8 General Requirements.

8.8.1 Non-bargaining unit and substitute employees are not eligible to participate in the District's insurance coverage programs.

8.8.2 Coverage for new employees shall begin the first day of the month following their date of hire, provided the employee has worked at least ten (10) days before the new month begins.

8.8.3 For employees whose employment ends during any given month, that employee shall continue to receive insurance coverage through the end of the month in which the termination occurs.

8.8.4 Employees on unpaid leaves of absence shall continue to receive insurance coverage through the end of the month in which the unpaid leave begins. Any employee on unpaid leave may continue in the District Health and Welfare Program at their own expense.

8.9 Health and Welfare Benefits Committee.

8.9.1 The District and CSEA will form a Health and Welfare Benefits Committee. The purpose of the Health and Welfare Benefits Committee is to make recommendations to the District and negotiating teams to help maximize benefits, minimize health care costs, and determine cost containment strategies for health and welfare benefits.

8.9.2 The District and CSEA shall each have three (3) representatives on the Health and Welfare Benefits Committee.

8.9.3 The District will provide release time to CSEA's Health and Welfare Benefits Committee representatives for purposes of attending Committee meetings.

ARTICLE 9 – HOLIDAYS

9.1 The District agrees to provide all employees the following holidays on a pro rata basis in accordance with hours normally worked, provided the employees are in paid status during any portion of the work day immediately preceding or following the holiday/break:

1. Labor Day
2. Veterans Day
3. The day before Thanksgiving
4. Thanksgiving Day
5. The day after Thanksgiving
6. Christmas Eve Day
7. Christmas Day
8. New Year's Eve Day
9. New Year's Day
10. Martin Luther King Jr. Day
11. Lincoln's Birthday
12. Washington's Birthday
13. Good Friday
14. The Monday after Easter
15. Memorial Day
16. Juneteenth Holiday
17. Independence Day
18. Local Holiday

9.2 When a employee is required to work on any of the above paid holidays, the employee shall be paid, or be given compensatory time off, at his/her discretion, in addition to regular pay received for the holiday, at the rate of two and one-half times the employee's regular rate of pay.

ARTICLE 10 – VACATION

10.1 Purpose. All vacation schedules shall be mutually agreed to between the District and its employees. The District shall attempt to schedule vacations at times requested by employees so far as possible within the District's work requirements. Each employee's vacation schedule must be approved at least twenty (20) days in advance by his/her immediate supervisor.

10.2 Vacation Eligibility.

10.2.1 All full-time employees shall earn paid vacation time as provided under Section 10.3. Part-time employees shall earn vacation on a pro rata basis.

10.2.2 Vacation benefits are earned on a fiscal year basis. A year for longevity vacation allowance purposes shall be granted only to employees who are in active status at least 75% of their required work days. Vacation increments will begin on July 1st of the 6th, 11th, 16th, and 21st year.

10.2.3 For new employees, vacation computation purposes, a month shall be interpreted as more than one-half (1/2) the normal working days of a regular employee's work month. Vacation shall be calculated and prorated according to the number of remaining work days in the fiscal year in the member's position and classification.

10.2.4 Vacation for 181 duty day and 191 duty day employees shall be included in the member's salary.

10.2.5 Eleven (11) month employees shall utilize vacation during non-instructional times (e.g. Thanksgiving, Winter and Spring breaks). The district may decide to close during the three working days between Christmas Day and New Year's Eve. All 11 month and 12 month employees that have greater than 8 days of accrued vacation time shall be required to schedule and take vacation during this district closure. Employees with less than 8 days of accrued vacation shall meet with their supervisor to schedule their work assignment during these closure days.

10.3 Accumulation. Paid vacation time shall be earned and accumulated on the basis shown in 10.2.2.

YEARS of EMPLOYMENT	12-MONTH EMPLOYEE	11-MONTH EMPLOYEE	191 Duty Day EMPLOYEE	181 Duty Day EMPLOYEE
1-5 YEARS	12 DAYS	11 DAYS	10 DAYS	9 DAYS
6-10 YEARS	14 DAYS	13 DAYS	12 DAYS	11 DAYS
11-15 YEARS	17 DAYS	16 DAYS	15 DAYS	14 DAYS
16-20 YEARS	20 DAYS	19 DAYS	18 DAYS	17 DAYS
21+ YEARS	23 DAYS	22 DAYS	21 DAYS	20 DAYS

10.4 Requirements.

- 10.4.1 Request for vacation days shall be submitted at least twenty (20) days in advance.
- 10.4.2 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- 10.4.3 Employees may be granted vacation during the school year even though not earned at the time the vacation is taken.
- 10.4.4 If an employee is terminated or otherwise leaves employment with the District and had been granted vacation which was not yet earned at the time of termination, the District shall deduct from the employee's final check(s) the full amount of salary which was paid for unearned days of vacation taken.
- 10.4.5 Subject to section 10.4.6 below, upon separation from service, employees shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
- 10.4.6 If an employee has not used their full annual vacation accrual, subject to Section 10.4.6.1 the amount not taken shall be accumulated for use in the next year.
 - 10.4.6.1 No more than twenty-five (25) days of accrued, unused vacation may be carried forward to the next fiscal year. No more than forty (40) days of accrued, unused vacation shall be paid at the time an employee leaves the District's employment for any reason. Employees that have a balance of accrued vacation greater than twenty-five (25) days at the end of each fiscal year, shall reduce their accrued vacation balance three (3) days by the end of the subsequent fiscal year.
 - 10.4.6.2 By May 1 of each fiscal year an employee with greater than 15 days of accrued vacation time may request a maximum of 5 days of accrued vacation be paid out to the employee on June 30 of that fiscal year.

10.5 Compensation. An employee granted vacation leave shall be compensated at his/her regular rate of pay at the time the vacation is taken. If a paid holiday falls at a time employees are on paid vacation status, they shall be compensated for that day as a holiday, rather than a day of vacation.

ARTICLE 11 – LEAVES

11.1 Sick Leave.

- 11.1.1 Purpose. The purpose of Sick Leave is to provide for absences which are medically necessary and caused by illness, injury or quarantine. Sick leave may only be used for purposes authorized by law.
- 11.1.2 Eligibility. Full-time employees shall be annually entitled to one (1) day of sick leave for each month of assigned time (e.g. 12 month employees earn 12 days/year, 10 month employees earn 10 days/year). Employees working less than full-time shall be entitled to Sick Leave in the same ratio that his/her number of hours per week of scheduled duty hours bears to full-time employment.
- 11.1.3 Credit. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each eligible 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. If an employee uses all of his/her sick leave and terminates his/her employment, the District shall deduct from the employee's final pay warrant that amount of used, unearned sick leave.
- 11.1.4 Partial Day Absences. Employees absent for partial days shall have their sick leave deducted on a half hour basis. (Absences will be rounded up to the nearest half hour.)
- 11.1.5 Sick Leave Accumulation. Unused sick leave may be accumulated from year-to-year to the extent authorized by law.
- 11.1.6 New Employees. A new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled, until the first calendar month after completion of six (6) months of service with the District.
- 11.1.7 Procedures. An employee using sick leave shall, as soon as possible, enter absence in appropriate employee data system and notify the Immediate Supervisor of his/her need to be absent. Such notice shall be given no later than one (1) hour prior to the leave whenever possible.
- 11.1.8 Requirements. An employee becoming aware of the need for absence due to surgery, or other predictable or previously scheduled cause, shall notify the District, as soon as possible, after becoming aware of the need. The notice shall include the beginning date of the expected leave and the anticipated date of return to active service.
- 11.1.9 Return to Service. An employee absent due to illness, injury, surgery, hospitalization, requiring extended medical treatment for five (5) work days or more, shall be required to submit, prior to return to active duty, a medical statement from the employee's

treating physician indicating an ability to return to perform the essential functions of his/her position with or without reasonable accommodation. To return to duty from leave, the employee shall notify the District not later than one (1) hour prior to close of business on the day prior to the employee's date of return. An employee shall not be allowed to return to service and shall be charged with one (1) additional day of Sick Leave absence if the employee fails to timely notify the District of intent to return.

11.1.10 Verification. The District may require an employee to produce verification that the employee's absence was caused by illness or injury. If an employee fails to provide verification, the employee may be subject to discipline.

11.1.11 Compensation. Employees who are absent due to illness or injury and who are not entitled to any form of paid leave can apply to the District for unpaid leave or be placed on a 39-month reemployment list.

11.2 Extended Illness Leave. As of July 1 of each year, each employee shall be credited with a total of one hundred (100) days of paid sick leave. This one hundred (100) day period shall include all current year and accumulated sick leave provided under paragraph 11.1 of this Article. Leave under this section shall not be cumulative from year to year.

11.2.1. Following exhaustion of current year and accumulated sick leave as provided in paragraph 11.1, each remaining day of extended illness leave under this section shall be compensated at the rate of fifty percent (50%) of the employee's regular pay.

11.2.2. Leave provided under this section shall be **in addition** to any other paid leave, holidays, vacation or compensating time to which the employee may be entitled.

11.2.3. The District shall require a physician's statement or other acceptable verification of the need and approximate duration for the leave used pursuant to this section.

11.3 Personal Necessity Leave. Personal Necessity Leave days shall be included in sick leave.

11.3.1 Purpose. Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.

11.3.2 Eligibility. Any employee shall submit a request for Personal Necessity Leave approval on a District Employee Data System, not less than three (3) work days prior to the beginning date of the leave, if possible. Prior approval of Personal Necessity Leave shall not be required in the event of death or serious illness of a member of the employee's immediate family; or accident involving the person or property of the employee's immediate family. When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes, and shall notify the Immediate Supervisor as soon as possible of the expected commencement and duration of the absence.

11.3.3 Requirements. An employee may use not more than seven (7) days per school year of accumulated Sick Leave for purposes of approved Personal Necessity Leave. Acceptable reasons for the use of Personal Necessity Leave include:

1. Accident involving employee's person or property for self or immediate family member.
2. Serious illness or doctor appointment for employee's immediate family member.
3. Required court appearance (not jury duty).
4. Fire, flood or other immediate danger to employee's home or property.
5. Funeral of close friend or distant relative (limit one (1) day/year).
6. Attend field trip with child or to participate in other school activities (limit forty (40) hours per year and not more than eight (8) hours per month). [Note: employee may also use vacation or compensatory time off for these purposes.]
7. Death of immediate family member that exceeds Bereavement Leave provisions.
8. Attend meeting that cannot be arranged outside of business hours.
9. Baby Bonding

Example of reasons for which approval shall **not** be granted shall include, but not be limited to:

1. Political activities or demonstrations.
2. Vacation, recreation, or social activities.
3. Civic, church or organization activities.
4. Employee Association activities.
5. Routine personal activities.
6. Occupational investigation.
7. Work stoppage/interference.
8. Further financial gain

11.3.4 Immediate Family Defined. The term "immediate family" shall be defined for purposes of personal necessity leave in the same manner as defined for purposes of bereavement leave in section 11.5.1.

11.3.5 Deduction from Sick Leave. All authorized personal necessity leave shall be deducted from an employee's sick leave.

11.3.6 Confidential Compelling Reason Days. An employee may use three (3) days of Personal Necessity Leave for confidential compelling reasons upon (a) prior notification to Employee Data System not less than three (3) work days prior to the beginning of the leave.

11.4 Industrial Accident and Illness Leave.

- 11.4.1 Purpose. Industrial Accident and Illness Leave shall be granted for illness or injury occurring within the course and scope of an employee's assigned duties.
- 11.4.2 Procedures. An employee who has sustained a job-related injury shall report the injury using the appropriate District reporting protocol within twenty-four (24) hours. An employee shall report any illness on the appropriate Employee Data System within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness. In order to qualify for Industrial Accident or Illness Leave coverage, an employee claiming such leave shall be examined and treated, if necessary, by a physician selected by the District or the District's industrial accident insurance carrier.
- 11.4.3 Requirements.
- 11.4.3.1 Allowable Industrial Accident and Illness Leave shall be for not more than sixty (60) days in any one fiscal year for the same illness or accident.
- 11.4.3.2 Allowable Industrial Accident and Illness Leave shall not be accumulated from year to year.
- 11.4.3.3 Industrial Accident or Illness Leave shall commence on the first day of absence.
- 11.4.3.4 Industrial Accident or Illness Leave shall be reduced by one (1) day for each absence regardless of a temporary disability indemnity award.
- 11.4.3.5 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 11.4.3.6 Any employee receiving benefits as a result of this section shall, during the period of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- 11.4.4 Return to Service. An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician or other District appointed provider certifying the employee's ability to perform the essential functions of his/her position with or without accommodations.
- 11.4.5 When an employee is on leave as outlined in section 11.4 Industrial Accident and Illness Leave and has exhausted all industrial accident and illness leave (60 days), the employee shall be entitled to extended illness leave calculated using a Five Month differential leave, as defined by California Education Code 45196.

11.5 Bereavement Leave.

- 11.5.1 Purpose. Bereavement Leave shall provide time off work upon the death of a member of the employee's immediate family. See CA Code of Regulations, Title 8 Section 13692. For purposes of subdivision (d) of Labor Code Section 2066, "immediate family member" means spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is a child of an aunt or uncle).
- 11.5.2 Procedure. An employee exercising this leave of absence provision shall notify his/her immediate supervisor as soon as possible of the leave and the expected duration of the absence.
- 11.5.3 Requirements. An employee shall be granted up to five (5) days leave for bereavement purposes. If out-of-state travel is required, up to seven (7) days of leave shall be allowed. Additional days of absence may be provided under the terms of the Personal Necessity Leave provisions of this Agreement.
- 11.5.4 Compensation. All days of absence used under the provisions of Bereavement Leave shall result in no loss of compensation to the employee.

11.6 Jury Duty Leave.

- 11.6.1 Procedures. An employee seeking Jury Duty Leave shall submit a request accompanied by the official order for an approved absence to District office personnel.
- 11.6.2 Requirements. An employee shall be granted a leave of absence not to exceed the duration of the required jury duty service.
- 11.6.3 Compensation. An employee granted a leave of absence under these provisions shall be paid at the employee's regular rate of pay. Compensation received for jury duty shall be returned to the District, excluding mileage, meals and parking fees.
- 11.6.4 Return to Service. The employee shall report to work immediately upon dismissal for the day. The employee shall provide, upon District request, additional verification of the use of these leave provisions. If excused from jury duty, an employee shall return to work directly.
- 11.6.5 The time required for jury duty, travel to and from jury duty and the employees work time shall not exceed the employees regular workday.

11.7 Family Medical Leave. An eligible employee shall be entitled to up to twelve (12) work weeks of unpaid leave within a twelve-month (12) period for family and medical reasons to the extent provided by the Federal Family and Medical Leave Act of 1993 and the California Family Rights

Act. The Acts and their pertinent regulations shall govern the interpretation of Family Medical Leaves and the following:

- 11.7.1 An employee is eligible if he/she has been employed by the District for at least twelve (12) months and has served at least one thousand two hundred and fifty (1250) hours.
- 11.7.2 Family Medical Leave shall be available for the following purposes:
 - 11.7.2.1 For the birth of the employee's child.
 - 11.7.2.2 Placement of a child with an employee for adoption or foster care.
 - 11.7.2.3 To care for the employee's child, spouse, or parent with a serious health condition.
 - 11.7.2.4 For an employee's own serious health condition that keeps the employee from performing his/her essential job functions.
- 11.7.3 Family Medical Leave will run concurrently with other paid and unpaid leaves.
- 11.7.4 An employee may be required to provide a valid verification whenever a serious health condition of the employee or his/her family member is the reason for the leave.
- 11.7.5 Where advance notice is possible, an employee must provide twenty (20) days advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.
- 11.7.6 An employee taking Family Medical Leave will continue to participate in the District-provided health plan under the same terms and conditions and co-payments that applied prior to the first day of the employee's leave. If the employee fails to return from the leave for any reason other than the recurrence or continuance of the serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage. An employee may, at his or her own expense, participate in all other employee benefit plans offered by the District during the leave so long as the employee make all payments in advance and meets all other requirements imposed by the District's benefit providers.
- 11.8 Pregnancy Disability Leave/Maternity Leave. Employees are entitled to use Sick Leave for disabilities caused or contributed to by pregnancy, miscarriage, and childbirth on the same terms and conditions governing leaves of absence occasioned by other illnesses or medical disabilities.
 - 11.8.1 Pregnancy disability leave shall not be used for childcare, child rearing, or preparation for child bearing, but may be used to the extent permitted by law.
 - 11.8.2 The length of a pregnancy disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed,

shall be determined by the employee and the employee's physician based on valid medical concerns related to the pregnancy.

- 11.9 Military Leave. Employees who are members of any reserve corps of the armed forces of the United States, the National Guard or the Naval Militia, or who are otherwise ordered to active military duty shall be granted leave as required by law. Employees shall provide a copy of the military order to the District Office, Human Resources Department with the request for military leave.
- 11.10 Examinations. If the District requires an employee to undergo a medical examination to determine a fitness for duty or to verify an employee's absence, in accordance with 11.1.1, the employee shall select the physician to conduct the examination from a list of three physicians mutually approved by the District and CSEA Executive Board. District required examinations shall be paid for by the District. The employee will be provided release time for the examination and mileage for travel to/from the appointment.
- 11.11 Personal Unpaid Leave of Absence.
- 11.11.1 Purpose. An employee may request a Personal Unpaid Leave of Absence for reasons not enumerated elsewhere in this Agreement.
- 11.11.2 Procedure. The employee seeking an approved Personal Unpaid Leave of Absence shall submit a request, including the reasons and any supporting information, and the expected duration of the absence.
- 11.11.2.1. For personal leave requests of five (5) days or less, the employee shall submit the request to the Superintendent or designee not less than five (5) days prior to the beginning date of the leave. The decision of the Superintendent or designee for approval or denial of these requests shall be final, and shall not be subject to the grievance provisions of this Agreement.
- 11.11.2.2 For personal leave requests in excess of five (5) work days, including the balance of the school semester/year, or a full school semester/year, the employee shall submit the request to the Superintendent/designee for recommendation and presentation to the Board of Education for approval or denial. An employee requesting such an extended Personal Unpaid Leave of Absence shall submit the request in sufficient time for the Superintendent's or designee consideration and presentation to the Board of Education. The Board's decision shall be final and shall not be subject to the grievance provision of this Agreement.
- 11.11.3 Requirements. An employee shall not accept gainful employment while on Personal Leave of Absence.
- 11.11.4 Compensation. Any Personal Unpaid Leave of Absence that may be granted under

these provisions shall be without compensation. Employees on Personal Unpaid Leave of Absence shall be permitted to participate in the District insurance program at their expense so long as the employee pays all required premiums in advance and meets all other participation requirements imposed by the District's benefit providers.

11.11.5 Return to Service. Upon return, the employee shall be reinstated to a position of equal class, step, and number of duty hours. If the Personal Unpaid Leave of Absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement from a licensed physician indicating the employee's ability to perform the essential functions of the position with or without reasonable accommodation.

11.12 Catastrophic Illness Leave

11.12.1 Definition of Catastrophic Illness or Injury. For the purposes of this provision "Catastrophic illness or injury" shall mean an illness or injury:

- a. That is expected to incapacitate the receiving member or a member of their family for an extended period of time beyond the exhaustion of the members paid leave entitlements; and
- b. Which would create a financial hardship for the member due to the exhaustion of all sick leaves and other paid time off.

11.12.2 Catastrophic Leave Eligibility: The CSEA Executive board shall determine the eligibility of catastrophic leave requests on a case by case basis. If the CSEA Executive Board determines that the request for catastrophic illness leave is eligible the Executive Board shall submit the request to the District for agreement. The decision regarding the eligibility of catastrophic leave request shall not be subject to Grievance Article of this contract.

11.12.3 The District shall provide CSEA Executive Board a balance summary of Catastrophic Sick Leave days by the 31th of August of each school year. The CSEA Executive Board will send a written notification seeking sick leave donations, via e-mail, or District mail, to bargaining employees. Sick leave donation shall be made on an approved District form within ten (10) work days from the date of the notification seeking sick leave donations. Notification will be sent out annually to each member by the 30th of September. If the Classified Catastrophic Sick Leave Bank has a balance in excess of 100 days (full time equivalent) the CSEA Executive Board will note on the annual notification that "donations are not required at this time".

11.12.3.1 Sick leave donations shall be credited to the Classified Catastrophic Sick Leave Bank.

11.12.3.2 The fact of the donation, the identity of the donor and recipient shall be a confidential personnel matter.

11.12.4 Recipient Members. In order to receive donated sick leave from the Classified Catastrophic

Sick Leave Bank under this policy, the following steps must be followed:

1. All sick leave donations will be determined on a case by case bases by CSEA Executive Board.
2. A written request, on a District approved form, must be submitted to the District and CSEA Executive Board to receive donated sick leave.
3. The requesting member must provide verification of the catastrophic injury or illness as required by the Chapter Executive Board and the District.
4. The requesting member may request and may receive a maximum of 20 days per request or event, after exhaustion of all sick leave and vacation leave and be unable to return to work. A member who receives donated sick leave pursuant to this policy shall use any leave credits they continue to accrue on a monthly basis prior to using donated sick leave.

11.12.4.1 Bargaining employees receiving donated sick leave pursuant to this policy may receive no more than 100 days of donated sick leave while the member or family member suffers from the catastrophic illness or injury that precipitated the transfer of the sick leave.

11.12.4.2 For purposes of this program, a family member is defined in Section 11.5.1

11.12.4.3 The recipient shall not receive, on any day for which leave is donated, a daily rate in excess of their normal rate of pay.

11.12.4.4 Donated sick leave will be credited to the recipient on a monthly basis as needed. Donated sick leave shall thereafter be treated for tax, PERS, and other purposes, as though it had been earned by the recipient.

11.12.4.5 For purposes of this provision, any leave provided under the State or Federal Family Medical Leave Acts shall run concurrently with catastrophic illness leave and any other paid leave.

11.12.5. Donor Members

11.12. 5. 1 In order to donate sick leave to the Classified Catastrophic Sick Leave Bank pursuant to this policy a member must submit a written authorization to the District designating the number of sick leave hours to be transferred. The donation of eligible leave credits shall be an initial donation of 8 hours or a prorated number of hours based on the employees work day and may be in hourly increments thereafter.

11.12.5.2 A member may donate a maximum of forty hours (40 hours) or on a

prorated number of hours based on the employees work day. However, to ensure that members retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than seven (7) days.

11.12.5.3 Donors understand the donation is final, unconditional and irreversible whether the leave is used or not. There shall be no right to recover donated sick leave.

11.12.5.4 Unused donated sick leave shall remain in the Classified Catastrophic Sick Leave Bank.

11.12.6 Hold Harmless: Employees who donate or receive leave under the Classified Catastrophic Sick Leave Bank shall specifically hold the District, its Board of Trustees, CSEA and employees harmless with respect to the Catastrophic Leave Program.

11.13 Unauthorized Absences. Employees are to report to work and satisfactorily perform their duties unless absent as authorized by law or by this Agreement. All other absences are unauthorized. The District will deduct one day's salary for each day of unauthorized absence. Salaries will be reduced on a pro rata basis for unauthorized absences of less than a full day. Unauthorized absences shall also be grounds for discipline in accordance with the Agreement and the law.

ARTICLE 12 – DISCIPLINE

- 12.1 Probationary Employees. Probationary employees shall be subject to personnel actions without cause, a right of hearing or appeal.
- 12.2 Permanent Employees. Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay/step/class, dismissal) only for cause. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy/regulation each of the following constitutes cause for personnel action against a permanent classified employee:
- 12.2.1 Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other District records.
 - 12.2.2 Incompetency.
 - 12.2.3 Inefficiency.
 - 12.2.4 Neglect of duty.
 - 12.2.5 Insubordination.
 - 12.2.6 Dishonesty.
 - 12.2.7 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause a detrimental effect upon the employee or upon employees associated with him/her, or furnishing alcoholic beverages to a minor.
 - 12.2.8 Possessing or being under the influence of a controlled substance at work or in such close time proximity thereto as to cause a detrimental effect upon the employee or upon employees associated with him/her, or furnishing a controlled substance to a minor.
 - 12.2.9 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of no lo contendere, is deemed to be a conviction for this purpose.
 - 12.2.10 Absence without leave.
 - 12.2.11 Immoral conduct.
 - 12.2.12 Discourteous treatment of the public, students, or other employees.

12.2.13 Willful disobedience.

12.2.14 Misuse of District property.

12.2.15 Violation of District or Board approved departmental rule, policy, or procedure.

12.2.16 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job classification or otherwise necessary for the employee to perform the duties of the position.

12.2.17 A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by a health care professional.

12.2.18 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public, other employees or students while acting in the capacity of a District employee.

12.2.19 Unlawful retaliation against any other District employee, student or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

12.2.20 Any other failure of professional behavior during duty hours, which is of such nature that it causes discredit to the District or the employee's employment.

12.3 No personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two (2) years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

12.4 Progressive Discipline. Progressive discipline is a strategy for taking positive steps for effective employee performance. Supervisors are responsible for ensuring that progressive discipline is constructively and consistently carried out. Progressive discipline enables supervisors to assist employees to meet performance standards and adhere to established rules, procedures and expectations of job performance and behavior. The intent of positive and progressive discipline is to be objective, fair, reasonable, and confidential. The objectives regarding the use of progressive discipline are that the employee shall:

12.4.1 Be informed of performance standards and employee behavior expected on the job. Supervisors shall ensure that all employees understand performance/behavior expectations for the job and pertinent policies and procedures by way of formal

and informal staff meetings, one-on-one coaching and written memos. Supervisors shall maintain records of how and when employees were notified of such policies and procedures.

- 12.4.2 Be given feedback as soon as practical regarding any concerns with job performance or behavior.
- 12.4.3 Be informed if a violation of rules or provisions of the contract or inadequate job performance occurs, the immediate supervisor shall in most circumstances conduct one (1) verbal warning that is documented and maintained by the supervisor. At this point, the informal meeting should be an open and candid discussion. This meeting should be private and confidential, but the supervisor should make a record of the meeting and the outcome. This record should be filed in a secure place to ensure confidentiality and access for future reference, if necessary.
- 12.4.4 Be given up to three (3) written letters of reprimand after the initial verbal warning. If the offense is not illegal or unsafe.
- 12.4.5 Be given three (3) to five (5) days suspension without pay as part of the third (3rd) letter of reprimand;
- 12.4.6 Be terminated from employment with the District with the fourth (4th) letter if the performance or job behavior problem continues after the third (3rd) letter.
- 12.4.7 Be guaranteed due process and representation once the District initiates 12.4.5 or 12.4.6.

12.5 Initiation and Notice of Charges. The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee. In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. The proposed charges shall also include a date and time for a Skelly hearing. A copy of the recommendation (Notice of Charges) shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The Notice of Charges shall include:

- 12.5.1 A statement of the nature of the personnel action (i.e. suspension without pay, demotion, reduction of pay/step/class, or dismissal).
- 12.5.2 A statement of the cause or causes for the personnel action, as set forth in 12.3, above.
- 12.5.3 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the Notice of Charges.
- 12.5.4 A statement of the employee's right to appeal the charges, and the manner and time

within which the appeal must be filed.

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

12.6 Employment Status Pending Appeal or Waiver. Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of his/her position pending his/her appeal or waiver of the appeal process.

12.6.1 If the Superintendent or designee determines that a permanent classified employee should be dismissed and that while proceedings are pending it would be in the best interests of the District that the employee not continue in active duty status, the Superintendent or designee may order the employee immediately suspended from duty with pay in conjunction with the recommendation of dismissal. This immediate suspension shall be in writing and shall state the reasons that the suspension is deemed necessary. The notice of immediate suspension shall be served upon the employee either personally or by registered or certified mail, return receipt requested.

12.6.2 Except in cases that are compulsory in nature when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of immediate suspension without pay and dismissal at least five (5) days before the effective date of any suspension without pay issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final suspension without pay if initiated.

12.7 Right to Appeal Recommendation for Suspension Without Pay, Demotion, Reduction of Pay/Step/Class, or Dismissal. Within five (5) days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation for discipline. Any other written document signed and appropriately filed by the employee within the specified time shall constitute sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension without pay, and the necessity of the suspension without pay shall be an issue in the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in this Article, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

- 12.8 Amended/Supplemental Charges. At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the Superintendent or designee may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed denied by the employee and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

12.9 Hearing Procedures.

12.9.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and be presented by a union representative or counsel. The employee shall be entitled to a public hearing if he/she requests it. The procedure entitled "Administrative Adjudication" commencing with Government Code section 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the hearing officer or the Board.

12.9.2 Except in those cases where the Board determines to hear the appeal itself, all hearings shall be heard by a hearing officer. The District and employee/representative shall attempt to mutually agree upon a hearing officer. If, within three (3) days after issuance of signed charges the parties cannot mutually agree, the employee/representative shall select the hearing officer from a list of at least five (5) potential hearing officers provided by the District. CSEA and the District shall attempt to mutually agree upon a hearing officer. If a hearing officer cannot be mutually agreed upon, CSEA shall request a list of five (5) hearing officers through the California State Mediation and Conciliation Service. Each party shall strike two names from the list of hearing officers in alternate order. The determination of which party shall strike first will be determined by lot.

12.9.2.1 In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

12.9.3 If the appeal is heard by a hearing officer, the hearing officer shall prepare a proposed written decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be filed with the Board within forty (40) days after

the hearing. Thereafter, the proposed decision will be furnished to the employee within ten (10) days after the proposed decision is received by the Board. The Board shall meet to consider the proposed decision and may:

- 12.9.3.1 Adopt the proposed decision in its entirety.
- 12.9.3.2 Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
- 12.9.3.3 Reject a proposed reduction in personnel action, approve the personnel action sought by the Superintendent or designee, or any lesser penalty, and adopt the balance of the proposed decision.
- 12.9.3.4 Reject the proposed decision in its entirety. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision upon rehearing shall be furnished to the Board within forty (40) days and then to the employee within ten (10) days after the proposed decision is received by the Board.

12.9.4 In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records that were introduced into evidence at the hearing, including records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained or any records that were contained in the employee's personnel files.

12.10 Board's Decision. The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings/hearing officer's decision or simply refer to them. The decision of the Board shall be submitted to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the Board's decision shall be delivered to the employee and his/her designated representative personally or by registered mail. The decision of the Board shall be final.

12.11 Compulsory Dismissal. The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the District, although reemployment is not guaranteed.

12.11.1 The District reserves the right to dismiss an employee for any acts upon which the

original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

12.11.2 The Board may extend an employee's compulsory leave of absence by giving him/her notice, within ten (10) days after the entry of judgment in the court proceedings, that he/she will be dismissed in twenty (20) days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law.

ARTICLE 13: LAYOFF AND REEMPLOYMENT

13.1 Layoff and Re-employment Procedures.

- 13.1.1 Layoffs may be implemented due to a lack of funds or a lack of work.
- 13.1.2 The District shall notify CSEA of the proposed layoff or reduction in hours prior to Board action and shall meet with CSEA within ten (10) days after CSEA has been properly notified to negotiate the effects of said layoff. For a reduction of hours, the District shall meet with CSEA to negotiate the decision and effects of a reduction in hours within ten (10) days after CSEA has been properly notified.
- 13.1.3 The District shall notify the Association and the affected employees in writing sixty (60) days prior to the layoff. Such notice shall include displacement rights, if any, and reemployment rights.
- 13.1.4 Seniority shall be based on date of hire within the District. The order of layoff shall be based on District hire date and shall proceed as defined by law.
- 13.1.5 If two (2) or more employees subject to layoff have equal seniority, the determination of which employee shall be laid off is subject to agreement by both CSEA and the District and will be determined by lot at the date of hire.
- 13.1.6 Employees subject to layoff or reduction in hours shall retain their re-employment rights as specified by law.

13.2. Displacement Rights:

Employees laid off from his/her present "classification" may bump into a lower "classification" in which said employee has previously served and has greatest seniority as determined by 13.1.4.

13.3 Re-employment Rights:

13.3.1 Employees laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.

13.3.2. Employee(s) who take voluntary demotions or voluntary reductions in hours in lieu of layoff to remain in their present position(s) rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months.

13.3.2.1 Employee(s) who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff shall be, at the option of the unit member(s), returned to a position in their

former class or to positions with increased assigned time in accordance with their proper seniority as ranked on the reemployment list.

- 13.3.1 Any employee who was subject to being, or was in fact, laid off for lack of work or lack of funds, and who elected service retirement from the Public Employees' Retirement system, shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement system of the fact that retirement was due to layoff for lack of work or of funds.
- 13.3.2 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 certified mail to the last address given the District by the employee, and a copy shall be sent to the Washington Unified School District Chapter #882 of the California School Employees Association.
- 13.3.3 An employee shall notify the District of his/her intent to accept or refuse reemployment within three (3) days following receipt of the reemployment notice. If the employee accepts reemployment, the unit member(s) shall return to work within ten (10) days following acceptance of the position.

ARTICLE 14: TRANSFER AND PROMOTION

- 14.1 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/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.
- 14.2 Transfer Defined. A transfer shall be defined as a change in job location (*i.e.* site) within the employee's same job classification. A transfer can also include an increase in work hours within the same job classification. The position with the increased work hours can be at the same job location where the part-time employee is presently assigned or at a different job location.
- 14.3 Vacant Position. When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to employees serving in the same classification in the District. All vacancies shall be posted by the District for not less than five (5) days at all applicable work locations prior to the position being filled. Job openings shall also be posted on Ed Join. The District shall send a monthly status report on unfilled classified positions to the CSEA chapter president.
- 14.4 Voluntary Transfers. Any employee seeking to transfer must submit a written request to the District Office. Qualifications for the position and seniority in the District will be the primary considerations in the instances where more than one person is interested in the transfer.
- 14.5 Part-Time Employees. Part-time employees seeking a transfer to a position within the same classification with more work hours, shall be eligible for the position based upon seniority. The part-time employee with the highest seniority shall be granted the transfer to the position with more work hours. In order for a part-time employee to be eligible for transfer and increased hours their prior three evaluations will be reviewed. A minimum of two of the three evaluations must have a rating of meets or exceeds expectations.
- 14.6 District Initiated Transfers A transfer of personnel or assignment of duties may be made by the District as follows:
- 14.6.1 To serve the best interest of the educational program, balance the staff of the District, balance workloads, or improve the efficiency of the District.
 - 14.6.2 The employee with the least seniority within the job classification shall be subject to the involuntary transfer.
- 14.7 Promotion Defined. A promotion is defined as a change from one job classification into a different job classification having a higher maximum salary range.
- 14.7.1 Bargaining unit employees and outside candidates shall be interviewed for any vacancy. In the case of a promotion, the District shall select the most

qualified applicant from all candidates. Preference shall be given to in-house applicants. In considering in house applicants, the District shall utilize education, skills, and experience. If two or more candidates have substantially equal education, skills, and experience, the employee with the highest seniority shall receive the promotion.

14.7.2 A permanent bargaining unit employee who is promoted to a position in a classification which he/she has not previously performed, shall be considered probationary in the new classification for a period of six (6) months. At any time during the probationary period he/she may be returned to his/her former classification and such action is not subject to the grievance process.

14.7.3 Employees who are promoted shall be placed on the salary schedule on the step in the higher classification which provides a minimum of a five percent (5%) salary increase; however, under no circumstances will the employee receive more than the highest step of the higher classification. There will be a designated CSEA member on the interview panel as mutually agreed upon by the CSEA president and the District Superintendent or designee.

14.8 All applicants not chosen for the vacancy shall receive an appropriate notification within ten (10) days following Board approval of the candidate hired.

14.9 Temporary Filling of Vacant Positions. A substitute may work in a vacant position for sixty (60) days (Ed Code 45103) of the school year to fill a vacant position. The District will notify CSEA if the timeframe is extended.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Definitions.

- 15.1.1 A "grievance" shall mean an alleged violation of a specific provision of this Agreement which adversely affects the grievant. This Grievance Procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the Grievance Procedure be used for other matters for which specific methods of review are provided by law.
- 15.1.2 A "grievant" shall mean an employee covered by this Agreement filing a grievance or the Association.
- 15.1.3 A "conferee" shall mean any Association representative selected by the grievant to assist the grievant in presenting and processing the grievance. An Immediate Supervisor with whom a grievance is filed may also choose a representative to assist in processing a grievance.
- 15.1.4 A "day" shall mean any day on which the District Office is open for business.
- 15.1.5 An "Immediate Supervisor" shall mean the first level supervisor having immediate jurisdiction over the grievant (who has been designated to adjust grievances).
- 15.1.6 A "District grievance form" shall mean a District-provided form, completed in writing by the grievant at Level 2 within fifteen (15) days of the occurrence or within fifteen (15) days of when the employee could reasonably have known of the occurrence, act, or omission giving rise to the grievance.

15.2 General Provisions.

- 15.2.1 The purpose of the grievance process is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept informal and confidential, and that the grievant and Immediate Supervisor should attempt to resolve the grievance at the informal level.
- 15.2.2 The filing of a grievance shall in no way interfere with the rights of the District to proceed in carrying out its management responsibilities subject to the Board's final decision regarding the grievance. If the alleged grievance involves an order, requirement, or other direction, the grievant shall fulfill such order, requirement, or other directive pending a final decision on the grievance.
- 15.2.3 Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort will be made to comply with the time limits contained in the grievance procedure, but upon written consent of both parties, the time limitation for any step of the grievance process may be extended.
- 15.2.4 The filing of a grievance shall not reflect unfavorably upon the grievant.

15.2.5 The employee and his/her immediate supervisor or District administrator shall have the right to include in grievance meetings at Level 2 or higher such individuals as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request.

15.2.6 Failure by a grievant to meet any deadline set forth in this Article shall immediately terminate the grievance and the grievant shall not have a right to re-file on the same set of facts. Failure by the District to meet a deadline set forth in this Article shall give the grievant the right to proceed to the next step in the grievance process. The timelines set forth in this Article may be extended upon mutual agreement of both parties in writing.

15.2.7 Representation

15.2.7.1 No employee may be required to be represented by CSEA in processing a grievance.

15.2.7.2 An employee may request CSEA to represent him/her in all stages of the grievance procedure. Neither CSEA nor the District shall take any reprisals or unilaterally discriminate against any employee for exercising rights under this article.

15.2.7.3 If an employee pursues a grievance without the intervention of CSEA the grievance shall not be considered resolved until CSEA has received notice of the grievance solution and has been given an opportunity to file a written response.

15.2.7.4 An employee may not pursue a grievance beyond Level 1 without CSEA representation.

15.3 Procedure.

15.3.1 Level 1- Informal Meeting. The employee must meet with his/her immediate supervisor within ten (10) days of the occurrence, or within ten (10) days of when the employee could reasonable have known of the occurrence of the act or omission giving rise to the grievance, to discuss the grievance in an attempt to resolve it informally at the lowest possible level. If the employee is unable to meet with his/her immediate supervisor or if grievance is not resolved at Level I, the employee may proceed to Level 2.

15.3.2 Level 2-Immediate Supervisor. Within fifteen (15) days of the occurrence, or within fifteen (15) days of when the employee could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance to the Immediate Supervisor in writing on the District-provided form. The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The Immediate Supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the written grievance. Within the foregoing time limit, either party may request a conference to discuss the grievance.

- 15.3.3 Level 3-Superintendent/Designee. If the grievant is not satisfied with the decision at Level 2, the employee may, within ten (10) days, appeal the decision to the Superintendent or his/her designee. This written appeal statement shall include a copy of the original grievance, the appeals, and the decisions rendered at the previous levels, and a clear, concise statement of the reasons for the appeal. The Superintendent or his/her designee shall communicate a written decision within fifteen (15) days. Within the forgoing time limit, either party may request a conference to discuss the grievance.
- 15.3.4 Level 4-Board. If the grievant is not satisfied with the decision at Level 3, the grievant may, within 10 days, appeal to the Board of Trustees. The Board will schedule a meeting. At the Board meeting, the grievant and his/her representative shall have the opportunity to present the grievance to the Board in closed session. Any evidence presented by the grievant shall be limited to what had been presented at the lower levels of this procedure. The Board meeting shall not be an evidentiary hearing but shall provide both the grievant and the administration with an opportunity to fully address the grievance. Within fifteen (15) days after the matter has been submitted, the Board shall render its decision in writing.
- 15.3.5 Level 5-Mediation. In the event that the grievant is not satisfied with the decision at Level 4, he/she may request that CSEA and the District request the services of a mediator from the California State Mediation and Conciliation Service within fifteen (15) days. CSEA and the District shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.
- 15.3.5.1 If an agreement is reached at mediation, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- 15.3.5.2 If the grievant, the Association and the Superintendent or his/her designee have not resolved the grievance with the assistance of the mediator, the Association may proceed to Level 5.
- 15.3.6 Level 6- Binding Arbitration In the event the grievant is not satisfied with the decision at Level 5, it may, within fifteen (15) days of completion of the Level 5 proceedings, submit the grievance to arbitration. CSEA and the District shall attempt to mutually agree upon an arbitrator. If an arbitrator cannot be mutually agreed upon, CSEA shall request a list of five (5) arbitrators through the California State Mediation and Conciliation Service. Each party shall strike two names from the list of arbitrators in alternate order. The determination of which party shall strike first will be determined by lot.
- 15.3.6.1 The Arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The

arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to hear cases challenging any of the following:

15.3.6.1.1 The termination of the services of a probationary employee.

15.3.6.1.2 The content of an employee's evaluation.

15.3.6.2 In the event that the District has raised procedural objections at any level of the Grievance Procedure, the arbitrator shall rule on the procedural objections prior to proceeding to a hearing on the merits of the grievance.

15.3.6.3 After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue(s), submitted. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District. The arbitrator shall not add to, subtract from, amend, modify or alter any provisions or procedures contained in this Agreement. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted. The arbitrator's decision may include restitution, financial reimbursement, or other proper remedy, except fines or penalties. The arbitrator's remedy shall not include attorney's fees for either party.

15.3.6.4 The arbitrator's decision shall be submitted to the District and CSEA for review and implementation. The arbitrator's decision shall be binding on all parties and shall be implemented promptly. The costs of the arbitration proceeding, including filing fees, fees and the per diem charges of the arbitrator, and cost of a court reporter shall be borne equally by the parties. Each party shall be responsible for the costs of presenting its case.

ARTICLE 16 – EMPLOYEE SAFETY AND WORK RELATED EXPENSES

16.1 Safety.

16.1.1 Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel, which is related to school activity or school attendance, shall be reported by employees to their Immediate Supervisor. Employees shall complete reports required by the District relating to the safety issues.

16.1.2 Employees shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications.

16.2 Mileage Expenses. Any employee required to use his or her vehicle on District business shall be reimbursed at the current IRS rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of the District business. This amount shall be made payable in a separate warrant issued within a reasonable time period after proper submission to the District. Employees shall not be reimbursed for home to work transportation expenses.

16.2.1 The request for mileage expense reimbursement shall be made on a District expense reimbursement form and signed by the authorizing administrator/supervisor.

16.2.2 The request for mileage expense reimbursement must be submitted as soon as possible from the date the mileage expenses were incurred, but no less than by January 1 for mileage expenses during the first half of the school year and by June 1 for mileage expenses during the second half of the school year.

16.3 Meal Expenses. Any employee, as a result of a work assignment, who must have meals away from the District, shall be reimbursed at the current District rate in accordance with District policy. The request for meal reimbursement shall be made on a District expense reimbursement form. This amount shall be payable within a reasonable time period after proper submission of supporting documents to the District.

16.4 Lodging Expenses. Any employee, as a result of work assignment, who must be lodged away from home overnight, shall be reimbursed in accordance with District policy, The request for lodging reimbursement shall be made on the District expense reimbursement form. This amount shall be payable within a reasonable time period after proper submission of supporting documents to the District.

16.5 Tools and Equipment. The District agrees to provide all tools, equipment, supplies, and related safety equipment reasonably necessary to employees for the performance of their duties. Members shall not use personal tools, equipment, or supplies for performance of their duties

16.6 Uniforms. The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of seasonally appropriate uniforms, equipment, identification badges, emblems and cards which are required by the District to be worn or used by classified employees.

ARTICLE 17 - SUMMER SCHOOL

- 17.1 The District shall post, prior to the end of the academic year, the classified positions open for summer school. The postings will include the job title, duties and salary.
- 17.2 If more than one employee applies for an opening, the selection shall be made on the basis of qualifications and suitability for the position. Every attempt will be made by the District to ensure that available summer school positions are rotated among qualified current District employees who apply.
- 17.3 Current employees will be hired for the summer school positions if qualified and suitable for the position over outside applicants. If there are no current employees available to fill the summer school openings, the District may hire applicants from outside the District.
- 17.4 Employees hired for summer school positions shall not receive health and welfare benefits, unless they are otherwise entitled to such benefits. An employee who accepts a summer school assignment for the entire duration shall receive not less than the compensation which is applicable to that employee or classification during the regular academic year.

ARTICLE 18 - ORGANIZATION SECURITY

- 18.1 Payroll Deduction for Membership Dues. The District agrees to deduct the Association dues or a fair share service fee from the wages of every bargaining employee via payroll deduction in the manner required by law. Bargaining employees must, as a condition of continued employment, either join the Association or pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

The Association shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing twenty (20) days or more after an employee's notification to the District of the new or changed deductions.

- 18.2 Hold Harmless. The Association shall indemnify, defend and hold the District harmless from all costs, liabilities and other expenses including but not limited to, attorney's fees and costs, stemming from any court or administrative action challenging the legality of the organization security provision of this Agreement or its implementation.

The Association agrees to reimburse the District, its officer or agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof provided the District has complied with the terms of this Article and has notified the Association of its awareness of such action.

The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 19 – EMPLOYEE/ASSOCIATION RIGHTS

- 19.1 The Association shall have the following rights in addition to the rights expressly contained in any other portion of this Agreement:
- 19.1.1 CSEA shall have the right of access to District employees at reasonable times. The term, “reasonable times” as used herein means employee meal or rest periods and any time before or after an employee’s assigned duty time. CSEA shall not interfere with the normal work duties of workers or the operation of the employer.
 - 19.1.2 The right to use instructional bulletin boards, mailboxes, and other lawful means of communication for the posting or transmission of information or notices concerning Association matters. All costs shall be paid by the Association. This right shall include the use of the District email in compliance with the District’s technology use policy. All the Association uses of District equipment and resources shall conform to all requirements of law. The Association agrees not to post or distribute information which is derogatory or inflammatory of the District or its personnel. Such material shall be immediately withdrawn or removed if distributed or posted.
 - 19.1.3 The right to use without charge, instructional equipment, facilities, and buildings when available with prior approval of the Superintendent or his/her designee.
 - 19.1.4 The right to review employee personnel files when accompanied by the employee or with written authorization signed by the employee.
 - 19.1.5 On an annual basis, or upon written request by CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all members in the bargaining unit; identify them by name, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues.
 - 19.1.6 The Association agrees to provide the District with the names and titles of all officers and other official Association representatives.
 - 19.1.7 The Association officers and officials shall make arrangements with their immediate supervisors before leaving their work stations to perform Association business authorized by law.
 - 19.1.8 Dues Deductions:
The District shall deduct dues, in accordance with the CSEA dues schedule, from the wages of all members who become members of CSEA and submit to the District a CSEA dues authorization form.
 - 19.1.8. 1 The District shall immediately notify the CSEA Chapter Treasurer if any member revokes a dues authorization.

- 19.2 Relevant and Necessary Information: The District shall furnish the President of the Association with a copy of the complete Board packet for each Board meeting including attachments.
- 19.3 Contract Distribution: Between twenty (20) and forty (40) days after ratification of this agreement, the District shall post the agreement on the District website at www.wusd.ws and shall, upon request, provide to any bargaining employee a printed copy of the agreement, including any amendments subsequently negotiated.
- 19.4 Release Time:
CSEA shall have the right to paid leave time for its authorized delegates (two members) to attend the CSEA annual conference.
- 19.5 Union Officers and Stewards:
CSEA shall provide to the District the names of all officers and stewards. A designated CSEA officer or steward shall be allowed reasonable release time with pay for the purposes of handling grievances.
- A CSEA officer or steward shall make arrangements with his or her supervisor before leaving their work station to resolve or investigate grievances.
- 19.6 The District Director of Human Resources will notify CSEA chapter president and/or district office chapter designee of newly hired classified employees. The CSEA chapter president will be notified in advance of the time in which he/she may meet with the new employee during district office hours.
- 19.7 CSEA and the District shall mutually agree upon one (1) unit member to serve on the initial interview panel of each open bargaining unit position.

ARTICLE 20 – RETIREE HEALTH BENEFITS

- 20.1 An employee and his/her eligible dependents may participate in the District’s group medical, dental and vision benefit programs offered to active employees, as those benefit programs may change from time-to-time, and receive a District contribution toward those benefits in the amount set forth below, until the death of the employee, the employee reaches age 65, or the employee becomes eligible for Medicare benefits, whichever occurs first. To be eligible for retiree health benefits the employee must meet all of the following criteria:
- 20.1.1 The employee must have at least fifteen (15) consecutive years of service in the Washington Unified School District or its prior component districts (Washington Union High School District, American Union Elementary School District or the West Fresno Elementary School District.)
 - 20.1.2 The employee must retire from the District after his/her fifty-fifth (55) birthday.
 - 20.1.3 An employee who works less than eight (8) hours per day and who receives health and welfare benefits shall be entitled to the district annual contribution toward retiree health and welfare benefits on a pro-rata basis based on the number of work hours on the date of retirement as provided in Section 8.6.2.
 - 20.1.4 The employee must give notice thirty (30) days prior to the date of retirement.
 - 20.1.5 The employee must, immediately following retirement from the District, retire with the Public Employees Retirement System (“PERS”).
 - 20.1.6 The employee must be in good standing on the date of retirement. An employee shall be presumed to be in good standing unless the employee has been placed on compulsory leave of absence.
 - 20.1.7 An employee is ineligible for the retirement benefit if the employee has been served with charges of dismissal unless mutually agreed upon by the employee and the district to settle.
- 20.2 An employee’s date of hire shall be used to determine whether the employee has worked fifteen (15) consecutive years of service.
- 20.3 A Board approved leave of absence shall not count as a break in service for the purpose of completing the fifteen (15) consecutive year service requirement. In addition, an employee who is laid off and has returned to work within the time limits prescribed by law shall be deemed to have been continuously employed for purposes of determining the consecutive year requirement.
- 20.4 An employee shall be credited with a year of service for each year in which the employee was in active status for at least 75% of that employee’s duty year

20.5 The District’s contribution toward full-time retiree health benefits for qualified retirees shall be calculated as described below. For part-time employees, the retirement benefit shall be prorated in accordance with Article 8.6.2.

Years of Service	15-19	20-24	25-29	30+
Age 55	40%	50%	60%	70%
Age 56	50%	60%	70%	80%
Age 57	60%	70%	80%	90%
Age 58-64	100%	100%	100%	100%

Member percentage factor is based on chart above and fixed at the time of retirement. **Member retirement benefit is calculated by multiplying the percentage factor by the District’s Maximum Annual Contribution in Article 8.2.** No monetary payments shall be made directly to retirees or used for the purchase of non-District provided benefits. The District will only make contributions to its health insurance provider(s). Benefits shall be subject to all restrictions and other conditions imposed by the District’s benefit provider(s).

20.6 To the extent permitted by law and by the District’s benefit provider(s), qualified employees may purchase health benefits supplemental to Medicare after the age of Medicare eligibility or age sixty-five (65), whichever occurs first, by paying all costs of the supplemental insurance. Insurance benefits shall be subject to immediate termination for non-payment if all costs are not timely paid in advance or for violation of any other requirements imposed by the District’s provider(s). Following written notice of termination of coverage, the employee shall be solely responsible for all health care costs.

20.7 Qualified employees may extend coverage to qualified dependents only so long as legally permissible.

20.8 To the extent permitted by law and by the District’s benefit provider(s), employees who do not meet the eligibility requirements set forth in section 20.1 may purchase the District’s group medical, dental and vision benefit programs offered to active employees, as those benefit programs may change from time-to-time, until the death of the employee, the employee reaches age 65, or the employee becomes eligible for Medicare benefits, whichever occurs first, by timely paying all required costs in advance. Insurance benefits that are purchased shall be subject to immediate termination for non-payment if all costs are not timely paid in advance or for violation of any other requirements imposed by the District’s provider(s). Following written notice of termination of coverage, the employee shall be solely responsible for all health care costs.

20.9 This Article shall not create a vested right or be construed as part of any employee’s employment rights or expectations and may be changed through negotiations over time.

ARTICLE 21 – PROBATIONARY PERIOD

- 21.1 New employees shall serve a probationary period of six (6) months or 130 days of paid service, whichever is longer. Employees serving an initial probationary period shall not have a property interest in their positions.
- 21.2 At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion and for any reason permitted by law may release a probationary classified employee from employment. A probationary employee shall not be entitled to a statement of charges, a hearing or other due process procedures.
- 21.3 A permanent bargaining unit employee who is promoted or otherwise assigned to a position in a classification which he/she has not previously performed, shall be considered probationary in the new classification for a period of twelve (12) months. At any time during the probationary period in the new classification, the Superintendent or designee may, at his/her discretion and for any reason permitted by law, return the employee to his/her former classification and the employee shall not be entitled to a statement of charges, a hearing or other due process procedures.
- 21.4 No disciplinary decisions made during any employee's probationary period shall be subject to the grievance process.

ARTICLE 22 - SAVINGS PROVISION

- 22.1 If any of the provisions of this Agreement are held to be unlawful or unenforceable by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 22.2 If any provision of this Agreement is held to be unlawful or unenforceable, the parties agree to negotiate the impact of the invalidity or unenforceability of the provision within twenty (20) days of notice of the invalidity or unenforceability.

ARTICLE 23 - SUPPORT OF AGREEMENT

- 23.1 The District and the Association agree that it is in their mutual benefit to encourage the resolution of differences through meet and confer and negotiation procedures. Therefore, it is agreed that the Association will support the terms of this Agreement and will not appear before any public body to seek change or improvement in any matters subject to the negotiation process except by mutual consent.

ARTICLE 24 - EFFECT OF AGREEMENT

- 24.1 The District and the Association agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that, during the term of this Agreement, neither the District nor the Association will be required to meet and negotiate on all further matters or any further subjects not specifically set forth in this Agreement even though such matters or subjects may or may not have been within the contemplation of either party. However, the parties agree to negotiate as required by the express terms of this Agreement.
- 24.2 The specific provisions in this Agreement shall prevail over District practices, procedures, and regulations, and over state law to the extent permitted by state law.
- 24.3 In the absence of specific provisions in this Agreement, practices, procedures and regulations that are not mandatory subjects of bargaining, are discretionary with the District.

ARTICLE 25 - CONCERTED ACTIVITIES

- 25.1 There will be no strike, sick out, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents; or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District shall not engage in a lockout.
- 25.2 The Association recognizes the duty and obligation of its representative to comply with the provision of this Agreement and to make every effort toward including all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause or persuade those employees to cease such action.
- 25.3 Any employee violating this Article may be subject to discipline.

ARTICLE 26 - TERMS OF AGREEMENT

- 26.1 This Agreement shall be effective from July 1, 2021 to June 30, 2024.
- 26.2 During the contract term, 2022-23, the parties may reopen Salary, Health and Welfare Benefits, Term of Agreement, and up to one (1) additional article per party.
- 26.3 During the contract term, 2023-24, the parties may reopen Salary, Health and Welfare Benefits, Term of Agreement, and up to one (1) additional article per party.
- 26.4 The District desires to provide classified bargaining unit members a compensation package that is substantially equivalent to the compensation package provided to certificated staff. Otherwise known as the “me to clause”.
- 26.4.1 For the purposes of this provision, the term compensation package is agreed to mean only salary and health and welfare benefits and shall not involve a comparison of other negotiated benefits.
- 26.4.2 A total compensation package received by CSEA that is within five-eighths of one percent (.625 %) more or less than that received by WUFA shall be deemed to be substantially equivalent and not negotiable.
- 26.4.3 If during the 2021-22, 2022-23 or 2023-24 fiscal years, after the conclusion of negotiations between the District and CSEA, should WUFA receive a total compensation increase or decrease greater or less than five-eighths of one percent (.625%) of the total compensation package received by CSEA, CSEA bargaining unit members shall receive the same increase or decrease. However, with regard to this provision a bargaining unit member’s current year total compensation may not be decreased below the bargaining unit member’s prior year total compensation. Whether the increase or decrease is applied to salary or health and welfare benefits shall be negotiated.
- 26.4.4 If any disagreement of any nature arises over the interpretation or implementation of this clause, the parties agree to meet and negotiate.
- 26.4.5 The five-eighths of one percent (.625%) compensation package trigger is not a compensation formula and shall not be used to establish future increases or decreases in salary or health and welfare benefits.
- 26.4.6 This clause shall automatically expire effective June 30, 2024 unless the parties agree otherwise in writing.
- 26.4.7 The calculation of the average compensation per Full Time Equivalent shall be the sum of the total bargaining unit’s base salary and total bargaining unit’s health and welfare costs divided by the bargaining unit’s total FTE. After negotiations this calculation would be performed for the current and the prior year to determine if the percent of change is greater than or less than five-eighths of one percent (.625%).

Example:	CSEA	WUFA
Salary	3,000,000	8,000,000
Health and Welfare	1,000,000	3,050,000
Total Compensation	4,000,000	11,050,000
Full Time Equivalents	80	130
Average FTE Compensation	50,000	85,000

26.5 Nothing in this article prohibits the district and CSEA, upon mutual agreement, from negotiating compensation and benefits should fiscal circumstances occur which require the district to make budgetary adjustments.

ARTICLE 27 – RECLASSIFICATION

27.1 Definition:

Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. Any increase in work load is not in itself grounds for reclassification.

27.2 Request for Review of Position:

Requests for review of position may be initiated by any classified employee and submitted to the district superintendent for review. Upon receipt of such request, the superintendent/designee shall evaluate the request and provide the employee a written response within twenty (20) working days.

27.3 Superintendent/Designee Recommends:

If the superintendent/designee recommends a change of classification, a formal reclassification form shall be completed and the reclassification procedure, as stipulated, shall be followed.

27.4 Superintendent/Designee Disagrees:

If the superintendent/designee disagrees with the request, he/she shall meet with the employee and explain the results of the reclassification request evaluation and what steps the employee may take in order to have a successful reclassification request. The superintendent/designee shall direct the employee's supervisor to ensure that the employee works within the prescribed job description. In addition, if it is determined that the employee has been working out of class (per education code section 45110), but a reclassification is not approved, the employee shall be granted differential pay for the period of time in question.

27.5 Request for Review of Position and Reclassification:

An administrator or an employee's direct supervisor may submit a request for reclassification due to an employees increase of the duties being performed. When the increase of the duties being performed in his/her current position are sufficiently above that of other employees in like positions to warrant a reclassification.

27.6 Time Frames for Submission:

The time frames for submission of Request for Review of Position and/or Reclassification is May 1 of each year.

27.6.1 Responses to requests will be made on or before June 30 of each year after the submission deadline of the request. Those requests that are denied will indicate reasons for the denial in the response.

27.6.2 When the superintendent/designee has reviewed and approved the Request for Review of Position and/or Reclassification a recommendation for reclassification shall be taken to the district Board of Trustees for approval.

27.7 Salary Placement of Reclassified Position:

Whenever an employee is reclassified, he/she shall be placed on the step within the new classification's range, which results in an increase in salary above what the employee would have received had they remained in their current classification. In the event an employee would have been placed on step 7, the employee shall be advanced to the step that would include credit for all years of service.

27.8 The Superintendent/Designees determination of a reclassification shall not be subject to the grievance procedure.

Washington Unified School District

California School Employees Association

District Superintendent

CSEA President

Assistant Superintendent

CSEA Labor Representative

Chief Business Official

CSEA Bargaining Team Member

CSEA Bargaining Team Member

Date: _____

APPENDIX 1