

AGREEMENT  
BETWEEN  
WRIGHT ELEMENTARY SCHOOL  
DISTRICT  
AND  
CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
CHAPTER #835

November 1, 2017 – October 31, 2020

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Article 1

**AGREEMENT**

- 1.1 This Agreement, hereinafter referred to as "Agreement", is entered into this 22<sup>nd</sup> day of February, 2018, by and between the Wright Elementary School District, hereinafter referred to as "District", and the California School Employees Association and its Wright Chapter #835, hereinafter referred to as "CSEA".
- 1.2 The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.

## Article 2

### **RECOGNITION**

- 2.1 The District recognizes the CSEA as the exclusive representative for the employees in the positions set forth in Appendix "B".
- 2.2 This Agreement applies only to employees in the above-described representation unit.
- 2.3 The unit as recognized by the District may be modified by (1) mutual agreement of the parties or (2) by a decision rendered by the Public Employment Relations Board concerning any disputed positions.
- 2.4 Management, supervisory, and confidential employees shall be excluded.

## Article 3

### **NEGOTIATION PROCEDURES**

- 3.1 If either party desires to alter or amend this Agreement, it shall provide notice by June 1 to the other party that it desires to reopen negotiations and will be providing a written proposal for the next regular board meeting.
- 3.2 Following completion of the public notice requirements, and not later than sixty (60) calendar days following public presentation of the proposals, or as mutually agreed, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 3.3 The Association shall have the right to designate no more than four (4) Chapter unit members who shall be given reasonable release time without loss of compensation (Govt. Code Section 3543.1 (c)) to participate in negotiations.
- 3.4 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

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## Article 4

### **ASSOCIATION RIGHTS**

- 4.1 CSEA representatives shall have the right of reasonable access during the work day to areas in which unit members work provided such access does not interfere with nor interrupt class or other normal school/District operations.
- 4.2 For representational activity, CSEA shall have the right to use, without charge, institutional bulletin boards, mailboxes, the use of the District mail system, the telefax machine, E-mail system, copy machine and word processing equipment (Association to provide paper), buildings, and facilities provided such use does not interfere with normal school/District operations.
- 4.3 CSEA shall have the right to place items on the agenda of each board meeting as long as CSEA complies with the District's procedures and timeline.
- 4.4 The CSEA Chapter President will receive one (1) copy of the Board packet that goes to Board members, less confidential material, any budget or financial material submitted to the Governing Board and all information and material necessary to fulfill the duties of the exclusive representative in the representation of its members.

#### 4.5 Employee Orientations

CSEA shall have one orientation session with each new district employee in the bargaining unit. This orientation session shall take place within one month of the new employee's first day of service and shall not exceed 15 minutes unless the session is with a group of new employees. If the session is with a group of new employees, the session shall not exceed 60 minutes. The date and time of the session shall be scheduled as mutually agreed to by the supervisors of all participants.

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## Article 5

### **DISTRICT RIGHTS**

#### 5.1 Power and Authority

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control in conformance with the law, including but not limited to the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the type and level of services to be provided and the method and means of providing them; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as legally allowed; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees.

#### 5.2 Contractual and Legal Limitations

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and, then, only to the extent such specific and express terms are in conformance with the law.

#### 5.3 Rights Not Waived

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.

#### 5.4 Grievance Limitation

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in the Agreement unless such dispute is otherwise grievable under another Article of the Agreement.

## Article 6

### **HOURS**

#### 6.1 Work Week

6.1.1 The regular work week of a full-time unit member shall be forty (40) hours. The regular work day shall be eight (8) hours. The regular work week shall consist of five consecutive days, Monday through Friday. With the concurrence of CSEA, the District may establish a work week of other than Monday through Friday.

6.1.2 Each position in the bargaining unit shall have a designated title, a minimum number of assigned hours per day, days per week, and months per year.

6.1.3 Any unit member who works a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive work days shall have his/her basic assignment changed to reflect the longer hours.

#### 6.2 Lunch Period

Unit members working more than five (5) hours per day shall be allowed an unpaid lunch period that shall be no longer than one hour nor less than one-half hour, shall be uninterrupted and shall be scheduled as near as practical to the midpoint of each work shift.

#### 6.3 Rest Periods

Paid rest periods shall be granted at the rate of fifteen (15) minutes per four hours worked or major fraction thereof. Rest periods shall be scheduled as near as practical to the midpoint of each work period. If a unit member's break is interrupted for any reason, their break shall be extended by an amount of time equal to the interruption.

## 6.4 Overtime

- 6.4.1 All hours required to be performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half. A unit member having an average workday of less than four hours during a work week shall, for any work required to be performed on the seventh day following the commencement of his/her work week, be compensated for at the rate of time and one-half.
- 6.4.2 The method by which overtime shall be compensated (cash or compensatory time off) shall be determined by the unit member at the time the overtime is offered.
- 6.4.3 Unit members shall have the right to refuse overtime, except as otherwise provided in the applicable job description.

## 6.5 Compensatory Time Off

- 6.5.1 Compensatory time off shall be taken at a time mutually acceptable to the bargaining unit member and the District, and within twelve (12) months from the date it was earned. Compensatory time that has not been taken within twelve (12) months from the time it was earned shall be paid in cash at the appropriate rate.
- 6.5.2 No unit member may accumulate more than 240 hours of compensatory time off with respect to overtime hours.

## 6.6 Call Back Time

Any unit member called back to work after completion of their regular assignment or on a day on which he/she is not required to work shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

## 6.7 Holiday Pay

All work performed on holidays shall be at two and one-half times the unit member's hourly rate.

## Article 7

### **TRANSFER AND PROMOTION**

#### 7.1 Definitions

7.1.1 **Transfer** means a change from one assigned job site to another, within the same classification. A voluntary transfer is one initiated by a unit member, while an involuntary transfer is one initiated by the District.

7.1.2 **Promotion** means a change from one classification to a higher classification.

7.1.3 **Vacancy** means an unfilled, budgeted position as declared and described by the Superintendent in a posted notice of vacancy.

#### 7.2 Unit Member Initiated Lateral Transfer

7.2.1 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to apply for a transfer to unit members within the same classification in the District. A unit member may apply for transfer to that position by filing a written notice with the District Office.

7.2.2 All vacancies shall be posted by the District for not less than five (5) work days at all work locations. A copy shall also be provided to CSEA.

7.2.3 The District shall give weight to seniority and added consideration for being an employee of the District but may select the candidate who it deems best meets the needs of the District.

7.2.4 Probationary employees may apply for another position in the District after satisfactorily serving for ninety (90) working days in their current position.

### 7.3 District Initiated Transfer

- 7.3.1 District initiated unit member transfers may become necessary to meet the operational and administrative requirements of the District.
- 7.3.2 No District initiated transfer shall be arbitrary, capricious, or discriminatory.
- 7.3.3 The unit member to be transferred shall be given fifteen (15) working days advance notice and a reason(s) for impending transfer. At the unit member's request, the reason shall be put in writing.
- 7.3.4 A District initiated transfer shall not result in the loss of compensation, seniority or any health and welfare benefits for the unit member.

### 7.4 Promotion

- 7.4.1 When a new position is created or an existing position becomes vacant and when the transfer section of this Article has been complied with, the District shall open the position to unit members of the District. A unit member may apply for the promotion by filing a written notice with the Superintendent.
- 7.4.2 All vacancies shall be posted for not less than five (5) working days at all work locations. A copy shall also be provided to CSEA.
- 7.4.3 All unit members who meet the minimum qualifications for the vacant position shall be granted an interview.
- 7.4.4 The District shall give weight to seniority and added consideration for being an employee of the District but may select the candidate who it deems best meets the needs of the District.
- 7.4.5 If a unit member files for a promotional opportunity and is not selected, he/she may request a meeting with the appropriate District administrator to review the unit member's candidacy/interview.

- 7.4.6 Any unit member promoted shall not receive less than a five (5) percent increase over the hourly rate received in his/her present position.
- 7.4.7 At any time within twelve (12) months of being promoted, the unit member shall have the right, upon his/her request, to be returned to the classification he/she held prior to being promoted.
- 7.4.8 At any time within twelve (12) months of being promoted, the District shall have the right to return the unit member to the classification he/she held prior to being promoted.

## Article 8

### **LEAVES**

#### 8.1 General Provisions

8.1.1 A paid leave of absence is defined as a leave during which the unit member shall receive pay and benefits, including but not limited to insurance and retirement benefits.

8.1.2 An unpaid leave of absence is defined as a leave during which the unit member does not receive any pay or benefits.

#### 8.2 Sick Leave

8.2.1 Sick leave is earned at the rate of one day of leave for each month of service rendered; twelve (12) month unit members earn twelve (12) days of sick leave per year; eleven month unit members earn eleven (11) days per year; ten month unit members earn ten (10) days per year.

8.2.2 A new unit member must be employed on or before the first working day following the fifteenth of the month in order for that month to be counted in computing sick leave.

8.2.3 Credit for sick leave need not be accrued by a unit member prior to taking such leave; however, a new unit member is not eligible to take more than six (6) days or the proportionate amount to which they are entitled until they have completed six (6) months of service.

8.2.4 Sick leave is credited annually at the beginning of the school year and is accumulated from year to year without limit.

8.2.5 Unit members shall be given a report of their sick leave balance on an annual basis, or upon request during the interim.



8.2.6 Medical appointments for a portion of the work day may be taken as sick leave.

8.2.7 Bonus days will be available for unit members not utilizing any of their annual sick leave.

8.2.7.1 A classified employee who does not use any of his/her annual sick leave during a school year, shall earn two bonus days which must be used in the following school year. Less than full-time unit members shall earn prorata bonus days.

8.2.7.2 A classified employee who uses three or fewer days of his/her annual sick leave during a school year shall earn one bonus day which must be used in the following school year. Less than full-time unit members shall earn prorata bonus days.

8.2.7.3 Bonus days may only be used during the school year following the year in which the days were earned. They are not cumulative and may not be carried over. If they are not used, they are lost. No explanation is required when a bonus day is used, but the employee must state that a bonus day is being used and bonus days shall be scheduled by mutual agreement between the unit member and the applicable site or District administrator.

### 8.3 Catastrophic Leave

“Catastrophic Illness” or “Injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates an immediate member of the unit member’s family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.

- 8.3.1 The Association and the District agree to create the CSEA, Chapter 835 Catastrophic Leave Bank. These days in the Bank shall accumulate from year to year.
- 8.3.2 A unit member may donate up to three (3) days in increments of one (1) day of their accumulated sick leave to the Catastrophic Leave Bank to be used by another unit member who, because of catastrophic illness or injury, has used all of his/her paid leave. The opportunity to donate will be given at the beginning of each school year.
- 8.3.3 To ensure that a donor retains sufficient accrued sick leave to meet his/her needs, a donor shall not reduce his/her accumulated sick leave to fewer than twenty (20) days.
- 8.3.4 Unit members must use all sick leave available to them before being eligible for a withdrawal from the Bank. Application for use of leave must be in writing to the CSEA, Chapter 835 President.
- 8.3.5 The CSEA, Chapter 835 President and the Superintendent, shall determine whether the unit member is eligible for the leave. A physician's verification of catastrophic injury or illness may be required.
- 8.3.6 The unit member requesting the donated leave may not receive more than a total of twenty-two (22) days in a given school year.
- 8.3.7 A day shall be defined as the number of hours the donor or recipient works during their normal workday. Example: a four (4) hour per day unit member would be eligible to receive eighty-eight (88) hours of catastrophic leave per school year.
- 8.3.8 If the Bank does not have sufficient days to fund a withdrawal request, CSEA will put out a request for donation of days. The district is under no obligation to pay the participant any funds whatsoever, if there are none available. If the request is denied, the CSEA, Chapter 835 President and the Superintendent, shall notify the participant in writing of the reason for the denial.

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## 8.4 Bereavement Leave

8.4.1 In the event of death in the immediate family (mother, mother-in-law, father, father-in-law, stepmother, stepfather, stepchildren, grandmother, grandfather, grandchild, the spouse of the unit member, and the son, son-in-law, daughter, daughter-in-law, brother or sister, an aunt and uncle of the unit member or any person living in the immediate household of the unit member), three working days with full pay will be granted, or five working days if one way travel of more than 200 miles or out of state travel is required. See Personal Necessity Leave for additional bereavement days of leave.

8.4.2 Extended Bereavement Leave, either paid or unpaid, may be granted upon the recommendation of the Superintendent and approval of the Board.

## 8.5 Jury Duty or Subpoena Leave

8.5.1 Unit members shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury or respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member.

8.5.2 A unit member shall receive his/her regular pay less any amount received for jury or witness fees.

## 8.6 Military Leave

Unit members who are members of the National Guard or any reserve unit of the armed forces of the United States or who are inducted, enlisted or are otherwise ordered to active duty shall be granted such leave and military pay as provided by law.

## 8.7 Personal Necessity Leave

8.7.1 Up to seven (7) days per year of accumulated sick leave may be used as personal necessity leave.

- 8.7.1.1 Personal Necessity Leave shall be for situations, which are serious in nature, which cannot be expected to be disregarded and which cannot reasonably be dealt with during off-duty hours.
    - 8.7.1.2 CSEA 835 and the District agree that Personal Necessity Leave will not be utilized for social, recreational, entrepreneurial or Association related activities.
  - 8.7.2 Advanced notification by the unit member and approval by the District are not required for personal necessity leave used for the following:
    - 8.7.2.1 As an extension of Bereavement Leave provided in Section 8.4 of this Article.
    - 8.7.2.2 An accident involving the unit member's person or property or the person or property of a member of the unit member's immediate family.
  - 8.7.3 The District may, at its option, require verification of any Personal Necessity Leave utilization; however, a unit member may use up to five (5) days without providing specific reasons as to its use.
  - 8.7.4 Unit members shall be entitled to use up to two (2) days of personal necessity leave for the adoption of a child and/or child care after adoption.
  - 8.7.5 A unit member shall be entitled to use two (2) days of personal necessity leave for paternity leave to be taken immediately before, during, or after the delivery of his child.
- 8.8 Entitlement to Other Sick Leave

When a unit member is absent from his/her duties on account of industrial or non-industrial accident or illness for a period of five (5) months or less and all paid leaves have been exhausted, the amount

deducted from the salary due him/her for any month in which the absence occurs shall not exceed the amount which is actually paid a substitute unit member to fill his/her position during his/her absence. The five (5) months shall begin on the first day of the accident or illness and shall run concurrently with any paid leave,

## 8.9 Maternity Leave

- 8.9.1 Maternity Leave is provided to female unit members who choose to be absent from their duties because of pregnancy or convalescence following childbirth.
- 8.9.2 The unit member shall give notice of pregnancy, expected due date and a physician's certificate verifying pregnancy to the principal and/or the District Office as early as possible before commencing the leave.
- 8.9.3 The unit member shall, at the earliest date possible, in no event later than four (4) weeks prior to the actual commencement of maternity leave, notify her school principal and the District Office of the date on which she will commence maternity leave. She shall not continue to work beyond such date. She may commence maternity leave at an earlier date only if she becomes physically incapable of performing her duties, when certified by her physician.
- 8.9.4 A unit member who has commenced maternity leave shall not return to her duties until after her delivery or the pregnancy is otherwise terminated. She shall submit a notice of intent to return to work four (4) weeks prior to resuming her position, request an extension of leave, or submit a resignation if she does not intend to return. She may return to her duties as soon after delivery or termination of pregnancy as she can provide a written statement, signed by her physician, certifying that she is physically and mentally capable of returning to full employment. Maternity leave for prior pregnancy shall not be resumed after having returned to full employment.
- 8.9.5 Maternity leave shall be without pay and shall not exceed six (6) months duration.

8.9.6 Sick leave may be taken during the period of time a unit member is on maternity leave, when the sick leave is for the condition of pregnancy, a sickness arising out of pregnancy, or the recovery from childbirth.

#### 8.10 Use of Sick Leave for Maternity Purposes

8.10.1 A unit member may apply for paid sick leave due to pregnancy when it is verified by a physician that she is no longer able to work due to the condition of pregnancy, a sickness arising out of pregnancy, or the recovery from childbirth.

8.10.2 Sick leave for maternity purposes shall commence on the date her physician decides that continued fulfillment of her duties would be detrimental to her health or the health of her unborn baby and shall terminate on the date her physician decides she can return to work.

#### 8.11 Combining Maternity Leave and Sick Leave for Maternity Purposes

Nothing shall prevent a unit member from combining Maternity Leave and Sick Leave for maternity purposes for the same pregnancy. The unit member shall designate, prior to the first day of either type of leave, which days of absence shall be taken as Maternity Leave and which days shall be taken as Sick Leave.

#### 8.12 Short Term Leave of Absence

The District may, at its sole discretion, grant leaves without pay for up to thirty (30) days provided that the unit member shall request the leave in writing stating the date that the leave is requested to commence and the date the leave is to terminate.

#### 8.13 Association Leaves

8.13.1 Reasonable release time shall be provided for the grievant and an Association representative for the preparation and presentation of a grievance.

- 8.13.2 The Association President and/or the President's designee shall be granted up to a total of three (3) days of District paid release time for the purpose of conducting the normal in-district and out-of-district business of the Association including the annual CSEA conference.

#### 8.14 Industrial Accident and Illness Leave

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions:

- 8.14.1 Unit members shall be allowed up to sixty (60) working days leave in any one (1) fiscal year for the same accident or illness.
- 8.14.2 Allowable leave shall not be accumulated from year to year.
- 8.14.3 Industrial Accident or Illness Leave will commence on the first day of the absence.
- 8.14.4 Payment for wages lost on any day shall not, when added to an award granted the unit member under the worker's compensation laws of this State, exceed the normal wage for the day.
- 8.14.5 Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 8.14.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 8.14.7 When entitlement to Industrial Accident or Illness Leave has been exhausted, entitlement to other leaves will then be used; but if a unit member is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time, vacation or other

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available leave which, when added to the worker's compensation award, provides for a full day's wage or salary.

8.14.8 During all paid leaves of absence, under this section, whether industrial accident leave provided by law or the action of the governing board, the unit member shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this State. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

8.14.9 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months without pay. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of a layoff, in which case the person shall be listed in accordance with appropriate seniority.

## 8.15 Family Medical Leave

8.15.1 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Medical Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member.

8.15.2 Family Medical Leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.



8.15.3 During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Medical Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a break in service.

8.15.4 The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances.

8.15.5 This section is not intended to abridge any other leave specified in this Article.

#### 8.16 Sick Leave for Illness of Child, Parent, or Spouse

A unit member may use his/her current and accrued sick leave to attend to an illness of a child, parent, domestic partner, or spouse of the unit member. Each calendar year the amount of such leave shall not exceed the amount of the sick leave the unit member would accrue during six months of employment (i.e., full time 12 month unit members = 6 days; full time 10 month unit members = 5 days). Such leave is in addition to that provided else where in this article and under Personal Necessity (8.7)

#### 8.17 Long Term Leave Of Absence

The District may grant leaves without pay for up to one (1) year provided the unit member shall request the leave in writing. If granted the leave will comply with the provisions of District policy 4261.

#### 8.18 Additional Leave

The District may grant leaves for study, travel, restoration of health, disabilities in the immediate family, political, maternity/child care, military service, and employee organization duties.

## Article 9

### **EVALUATIONS**

- 9.1 Unit members shall be evaluated by an administrator(s) designated by the Superintendent. The designated evaluator(s) shall sign the evaluation.
- 9.2 The purpose of the evaluation shall be to assess job performance, recognize work performed well by the unit member, and to identify areas of required improvement in job performance including appropriate measures to accomplish such improvement.
- 9.3 Probationary unit members shall be formally evaluated at least twice during the probationary period of twelve (12) months. The first evaluation shall not be later than the end of eighty (80) working days and the second not later than the end of one hundred sixty (160) working days of employment.
- 9.4 Permanent unit members shall be formally evaluated at least once each year. Unit members with three (3) consecutive satisfactory evaluations may elect to be evaluated every other year. Evaluations shall be completed no later than ten (10) days prior to the last day of school.
- 9.5 Permanent unit members in need of remediation shall additionally be evaluated prior to December 24.
- 9.6 If a unit member changes job classifications, they shall be evaluated pursuant to the probationary unit member evaluation schedule (see 9.3).
- 9.7 The formal evaluation shall be in writing on the appropriate form attached as Appendix "C" and a copy shall be made available to the unit member. The evaluation shall be reviewed with the unit member by the evaluating supervisor(s). If any part of the evaluation indicated a need for improvement, specific suggestions for improvement shall be made by the evaluating supervisor(s). At the request of the unit member, he/she may ask for another conference to review the evaluation.

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- 9.8 The unit member shall sign the evaluation. The signature of the unit member being evaluated does not indicate that he/she agrees with the evaluation, but that he/she has been given a copy, had adequate time to review the written evaluation, and that a conference was held. The original of the evaluation is to be retained by the District and shall be placed in the unit member's personnel file in the District Office.
- 9.9 The unit member shall have the right to have a written response attached to the evaluation or to any material of a negative or derogatory nature that is to be placed in his/her personnel file.
- 9.10 The unit member shall have the right to have any commendations or positive comments included in his/her personnel file.
- 9.11 CSEA representatives shall have the right to review unit members' personnel files when accompanied by the unit member or upon presentation of a written authorization signed by the unit member.

## Article 10

### **LAYOFFS**

#### 10.1 Reasons for Layoff

Layoff shall occur only for lack of work and/or lack of funds, and means a total separation from service.

#### 10.2 Notice of Layoff

The District shall notify CSEA, in writing, of any planned layoffs at the same time the affected unit member is provided notice which shall not be less than sixty (60) calendar days prior to the effective date of the layoff.

#### 10.3 Classification

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a statement of the specific duties required to be performed in each such position, and the regular range for each such position.

#### 10.4 Order of Layoff

Class shall mean classification throughout this Agreement. Any layoff shall be effected within a class. The order of layoff shall be based on date of hire.

#### 10.5 Bumping Rights

A unit member laid off from his or her present class may bump into any class in which the unit member has served and has greater seniority considering his/her seniority in the class and any equal or higher classes. The unit member may continue to bump into lower classes in which he/she has had previous service to avoid layoff.

Revised: 1/1/13

10/18/04

#### 10.6 Layoff in Lieu of Bumping

A unit member who elects layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

#### 10.7 Equal Seniority

If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

#### 10.8 Reemployment Rights

Laid-off persons are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedent over any new applicants.

#### 10.9 Notification of Reemployment Opening

Any unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Such notice shall be sent by certified mail to the last address given the District by the unit member.

#### 10.10 Unit Member Notification to District

A unit member shall notify the District of his or her intent to accept or refuse reemployment within ten (10) working days following service of the reemployment notice. If the unit member accepts reemployment, the unit member must report to work within fifteen (15) working days following service of the reemployment notice, unless mutually agreed otherwise.

#### 10.11 Voluntary Demotion or Voluntary Reduction in Hours

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class as vacancies become available, in accordance with the Education Code, except that they shall be ranked in accordance with their seniority on any valid reemployment list. Voluntary means a bona fide choice by the unit member.

## 10.12 Retirement in Lieu of Layoff

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

10.12.2 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by another person, and the retired person shall be allowed reasonable time to terminate his/her retired status.

## 10.13 Seniority Roster

The District shall maintain an updated seniority roster indicating the unit member's hire date of service for each classification held. Such rosters shall be available to CSEA at any time upon reasonable request.

## 10.14 Seniority During Involuntary Unpaid Status

Upon return to work, the unit member shall be restored to all the benefits and burdens and the break in service shall be disregarded for seniority purposes only. During the layoff period the individual will not earn vacation, sick leave, holidays or other leave benefits.

## 10.15 Improper Layoff

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and may be reimbursed for all loss of salary and benefits.

## 10.16 Effects of Layoff

Upon request, the CSEA shall have the right to negotiate the effects of the proposed layoff.

## Article 11

### **REDUCTION IN HOURS**

- 11.1 Reduction in hours is defined as a reduction in the number of hours worked per day, per week, per month, or per year. A reduction in hours does not involve a separation from service.
- 11.2 The District shall notify CSEA of any intention it has to reduce the hours of any position in the bargaining unit. CSEA shall make a demand upon the District to meet and negotiate both the decision to reduce the hours of any position in the bargaining unit and its effects. The District and CSEA shall then meet and negotiate both the decision and effects of the reduction in hours and come to an agreement before such action is taken.

## Article 12

### **DISCIPLINARY ACTION PROCEDURES**

#### 12.1 Probationary Period

- 12.1.1 Classified unit members shall serve a period of probation which shall be twelve (12) months in duration.
- 12.1.2 During the probationary period, a classified unit member may be released without cause.

#### 12.2 Permanent Classified Unit Members - Discipline & Dismissal

- 12.2.1 A permanent employee is one who has completed an initial probationary period of twelve (12) months beyond the initial date of employment by the District and is referred to in this procedure as a "unit member". Discipline shall be imposed on a permanent member of the classified bargaining unit only for just cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing District.
- 12.2.2 Whenever possible, disciplinary action will be taken only after the unit member has been counseled by his/her immediate supervisor and/or Superintendent regarding unsatisfactory actions or lack of action.
- 12.2.3 Prior to the Superintendent recommending disciplinary action against a unit member the unit member may request a conference with the Superintendent to discuss the charges.



## 12.3 Progressive Discipline

12.3.1 Progressive Discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest and constructive communication. Discipline will be consistent with the California Education Code. A "day" is a workday when the District Office is open for business.

12.3.2 Goal of Progressive Discipline. Generally, discipline will follow a progressive approach, which attempts to correct the employee's less than satisfactory performance at the lowest most effective level. The District and CSEA recognize that there are some situations where progressive discipline and severe discipline are warranted. When conducive, based upon the nature of the offense, the steps delineated below will be followed.

### 12.3.3 Progressive Discipline Steps

#### 12.3.3.1 Verbal Counseling / Warning

Verbal counseling shall be done within ten (10) working days of the supervisor having knowledge of the occurrence of the alleged infraction or completion of an investigation thereof. The supervisor shall complete a written conference summary outlining the verbal warning, in addition to the steps for improvement. The employee shall be provided with a copy of such documentation. Conference summaries shall not be placed in the employee's personal file except as an attachment to a written reprimand as documentation of progressive discipline.

#### 12.3.3.2 Written Reprimand

A letter of reprimand shall be given within ten (10) working days of the supervisor's knowledge of the occurrence of the alleged infraction or completion of an investigation

thereof. Letters of reprimand shall include the specific cause for action and the policies, rules and regulations alleged to have been violated. Letters of reprimand shall include a plan for improvement and consequences for continued infractions. The bargaining unit member shall sign the reprimand to acknowledge receipt only. Letters of reprimand will be placed in the employee's, personal file ten (10) days from the receipt. The employee may prepare a written response, and if requested, such response shall be attached to the letter of reprimand and placed in the employee's file.

#### 12.3.3.3 Suspension, Demotion, or Termination

Infractions that warrant disciplinary action beyond a written Reprimand include, but are not limited to, suspension without pay, demotion, and termination. Such discipline will be completed in accordance with the discipline procedures set forth herein and the California Education Code. Layoffs, reduction in assigned time in lieu of layoff, Voluntary demotions and bumping are not considered "discipline". No disciplinary action shall be taken for any cause which arose more than two years preceding the date of the filing of this notice of proposed disciplinary action unless such cause was concealed by such employee or the District could not reasonably have known such cause.

### 12.4 Types of Disciplinary Action

- 12.4.1 Demotion: A unit member may be demoted to a lower salary classification for cause and in accordance with this procedure.

Revised: 11/1/14

10/18/04

- 12.4.2 Suspension: A unit member may be suspended for cause and in accordance with this procedure, for a period of up to thirty (30) days without pay.
- 12.4.3 Dismissal: A unit member may be dismissed for cause and in accordance with this procedure.
- 12.4.4 Involuntary Transfer: A unit member may be reassigned without the unit member's voluntary consent as a disciplinary action in accordance with this procedure.

## 12.5 In Writing

Since disciplinary action is a very serious matter, cause shall be determined to exist if evidence has been submitted in writing to the unit member and the unit member's supervisor. Unsubstantiated hearsay or verbal complaints shall not be considered as evidence of cause.

## 12.6 Disciplinary Causes

A permanent unit member may have disciplinary action taken for reasonable cause, including but not limited to the following:

- 12.6.1 Unauthorized absence
- 12.6.2 Conviction of a crime
- 12.6.3 Incompetency or inefficiency
- 12.6.4 Insubordination
- 12.6.5 Neglect of duty
- 12.6.6 Intoxication while on duty, drinking or possession of alcoholic beverages on the job
- 12.6.7 Illegal use, possession, sale or otherwise furnishing or being under the influence of any controlled substance as defined by the Health and Safety Code

- 12.6.8 Conviction of a sex offense as defined in the Education Code
- 12.6.9 Conviction of narcotic offense as defined in the Education and Penal Code
- 12.6.10 Disorderly or immoral conduct while on duty
- 12.6.11 Willful violation of District policy and regulations or of an order made by the unit member's immediate supervisor or by a District Administrator
- 12.6.12 Willful violation of the State law(s) while on duty
- 12.6.13 Negligent or willful damage to District property or waste of public supplies or equipment
- 12.6.14 Willful falsification of application
- 12.6.15 Dishonesty while on duty or in employment related matters
- 12.6.16 Repeated unexcused tardiness or absences
- 12.6.17 Failure to work harmoniously with other employees of the District
- 12.6.18 Discourteous treatment of the public, fellow unit members, school staff, officials, or students
- 12.6.19 Evident unfitness for service
- 12.6.20 Failure to maintain licenses or certificates required for the position
- 12.6.21 Misappropriation of District funds or property

## 12.7 Recommendation of Disciplinary Action: Notice

The Superintendent shall recommend the disciplinary action to be taken against a permanent classified unit member to the Governing Board. The unit member shall be entitled to a hearing before the

Governing Board prior to imposition of disciplinary action. The hearing shall be held within a reasonable period of time, but not less than five (5) work days after the filing of a request for a hearing. The Superintendent shall serve written notice on the unit member, either by personal service or by certified mail. Said notice shall contain a statement of the specific charges against the unit member, including:

- 12.7.1 A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based; and
- 12.7.2 A statement of the cause for the recommended disciplinary action. If it is claimed that the unit member has violated a District regulation or order, that regulation or order must be set forth.
- 12.7.3 A statement of the disciplinary action which is being recommended.
- 12.7.4 A statement of the unit member's right to a hearing on the charges and to be represented at such hearing by a representative of his/her choice.
- 12.7.5 The right to have such hearing conducted in open or closed session.
- 12.7.6 A statement of the time within which the unit member may request a hearing which shall not be more than five (5) work days after service of the notice to the unit member. This notice shall be effective upon personal service or deposit with the United States Postal Service. The notice shall be accompanied by a form which, when returned by the unit member, shall constitute a demand for a hearing and a denial of all charges. Failure to request a hearing in writing within the specified time shall be deemed to be a waiver of the right to hearing.

## 12.8 Access to Material

The unit member or his/her authorized representative may, upon request, have copies of the material upon which the charges are based.

## 12.9 Hearing Before Governing Board

12.9.1 The hearing shall be conducted by the Governing Board.

12.9.2 The unit member may be represented at the hearing by a representative chosen by the unit member.

12.9.3 The hearing shall be in closed session unless a hearing in open session is requested by the unit member.

12.9.4 The unit member shall have the right to personally appear and testify, to call, or through a representative call witnesses, examine, cross-examine and impeach any witness. Witnesses shall be sequestered and called individually and excused after testifying, if so requested by the unit member.

12.9.5 The unit member may present such affidavits, exhibits, and other evidence as the hearing board deems pertinent to the inquiry.

## 12.10 Results of Hearing, Decision

12.10.1 The burden of proof shall remain with the District.

12.10.2 The Board shall choose to 1) adopt the Superintendent's recommendations, or 2) impose a lesser form of discipline, or 3) impose no discipline.

12.10.3 The Board shall render a decision as soon as practical after the hearing is completed and adopt it at that meeting or the next scheduled meeting.

12.10.4 A copy of the written decision by the Board shall be sent to the unit member and his/her representative no later than five (5) work days after it is adopted. The decision

shall include findings of fact and determination of issues by the Governing Board.

#### 12.11 Suspension With Pay

In cases of dismissal and/or where it is felt that district personnel, students, district property or the public are endangered, the Superintendent may suspend a unit member with pay by giving a written notice to the unit member and to CSEA prior to a hearing being held. The unit member shall remain in paid status until a final decision has been made which may include disciplinary action or reinstatement to the position held prior to the suspension.

## Article 13

### **GRIEVANCE PROCEDURE**

#### 13.1 Definitions

- 13.1.1 For the purposes of this Agreement, "grievance" means a claim by the Association or a unit member that there has been a misinterpretation, misapplication, breach, or violation of this Agreement.
- 13.1.2 As used in this Article, a "day" is any day in which the central administrative office of the District is open for business.
- 13.1.3 The "immediate supervisor" is the person having immediate supervisory jurisdiction over the grievant.
- 13.1.4 A "grievant" is a member of the bargaining unit or the California School Employees Association and its Wright Chapter #835.

#### 13.2 Step 1

- 13.2.1 Within fifteen (15) days from the occurrence of an action or inaction which the unit member believes to be cause for a grievance, the immediate supervisor shall be contacted, along with, or through his grievance representative, in an attempt to resolve the matter. If, after discussion with the immediate supervisor, the unit member and/or the grievance representative does not believe the grievance has been properly resolved, the grievance may be reduced to writing and served on the immediate supervisor within fifteen (15) days of the initial discussion meeting. The grievance statement shall include the following:
  - 13.2.1.1 A statement of the grievance indicating the contractual issue raised by the grievance.
  - 13.2.1.2 The sections of the contract that have been misinterpreted, misapplied, breached, or violated.



- 13.2.1.3 The remedy or correction sought from the District.
- 13.2.1.4 The date and time of presentation shall be affixed thereto, and signed as received by the immediate supervisor.

13.2.2 The immediate supervisor shall give a written response to the grievant within ten (10) days from the time the written grievance is received. The supervisor's answer shall include a complete statement of his/her position, the facts upon which it is based, and the remedy offered.

### 13.3 Step 2

13.3.1 In the event the grievant is not satisfied with the decision at Step 1, he/she may appeal the decision to the Superintendent within ten (10) days after receiving the Step 1 decision. The written appeal shall contain a copy of the original grievance, the decision rendered at Step 1, and a concise statement of the reason for the appeal.

13.3.2 The Superintendent shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) days after receiving the appeal.

### 13.4 Step 3

13.4.1 In the event the grievant is not satisfied with the decision at Step 2, the grievant may, within ten (10) days, appeal to Step 3 by serving timely notice to the District. This step will provide mediation to assist in resolving the grievance. A state mediator or other representative from the State Mediation and Conciliation Service shall be used at no cost to either party.

13.4.2 Mediation will be scheduled as soon as possible. The mediator shall have the authority to meet separately with

either party, but shall not have the authority to compel the resolution of the grievance.

#### 13.5 Step 4

- 13.5.1 In the event the grievant is not satisfied with the resolution of the grievance at Step 3, he/she may appeal the decision by submitting a written statement of appeal to the Governing Board within ten (10) days after the mediation session. This statement shall include a copy of the original grievance and appeals, the decisions rendered, a clear, concise statement of the reason for the appeal, a specific request that the matter be heard by the Board, and a statement by the grievant as to whether the request is for a hearing in closed session or open session.
- 13.5.2 The Board shall notify the grievant that he/she may appear before the Board in closed session or open session, at the discretion of the grievant, no later than the Board's next regular meeting after the appeal has been filed as long as there is at least seven (7) work days between the receipt of the appeal and the Board meeting.
- 13.5.3 The Board's decision shall be rendered within ten (10) days after the hearing of the appeal. The Board's decision shall be rendered in writing and shall be final and binding on all parties to the grievance.

#### 13.6 Representation

- 13.6.1 A unit member may request the Association to represent him/her at all stages of the grievance procedure; however, no unit member shall be required to be represented by the Association in processing the grievance.
- 13.6.2 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any unit member for exercising rights under this Article.
- 13.6.3 If a unit member pursues a grievance without the intervention of the Association beyond Step 1, the

grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed resolution and has been given an opportunity to file a written response.

- 13.6.4 CSEA representatives shall have the authority to settle grievances on behalf of the aggrieved party(s).
- 13.6.5 The grievant shall be entitled to reasonable release time to prepare and process a grievance during normal working hours.
- 13.6.6 CSEA shall not be liable for any costs incurred by any unit member who elects to represent himself/herself in the grievance procedure. Any unit member electing to represent himself/herself in this grievance procedure shall be liable for any and all costs incurred.
- 13.6.7 With the mutual agreement of the parties the grievance may be commenced at Step 2 of the Grievance Procedure.

### 13.7 Time Limits

- 13.7.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have the right to re-file on the same set of facts.
- 13.7.2 Failure by the District to meet a deadline set in this policy shall allow the grievant the right to proceed to the next level of the grievance procedure.
- 13.7.3 Time limits in this Article may be extended by mutual written agreement of the parties.

## Article 14

### **HOLIDAYS**

14.1 Unit members shall be entitled to the following paid holidays provided they are in a paid status for any portion of the working day immediately preceding or succeeding the holiday:

- New Years Day
- Martin Luther King's Birthday
- Lincoln Day (as observed)
- Washington Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Day Following Thanksgiving Day (in lieu of Admissions Day)
- Christmas Day

Plus one additional day per year, as determined by the District and CSEA.

14.2 Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1st shall be paid for those holidays provided that they are in a paid status for any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

14.3 Every day appointed or proclaimed by the President of the United States or the Governor of this State as a day of public fast, thanksgiving or holiday shall be a holiday for classified unit members.

14.4 When a holiday falls on a Sunday, the following day not a paid holiday shall be deemed the paid holiday. When a holiday falls on a Saturday the preceding workday not a paid holiday shall be deemed the paid holiday.

Revised 7/1/09

10/18/04

## Article 15

### **VACATION**

- 15.1 Twelve (12) month unit members shall receive twelve (12) days of paid vacation for their first five (5) years of employment. Commencing with their sixth year of service unit members shall receive fifteen (15) days of paid vacation. Commencing with their eleventh year of service, unit members shall receive eighteen (18) days of paid vacation. Commencing with their sixteenth year of service, unit members shall receive twenty-one (21) days of paid vacation.
- 15.2 All less than twelve (12) month unit members shall receive pro-rated vacation benefits.
- 15.3 An employee who is in a paid status for 11 working days or more in a calendar month shall accrue vacation for that month at the applicable rate. An employee who is in paid status for less than 11 working days in a calendar month shall not accrue vacation for that month.
- 15.4 Vacations shall be scheduled with the prior approval of the applicable site or District administrator. The District shall not unreasonably deny a unit member's request for vacation. Ten month unit members may not take vacation during days in which school is in session, except in special circumstances approved by the District. A unit member shall be able to take their vacation in increments of one or more days at a time.
- 15.5 Vacation must be taken within two years from the time it is earned. If the unit member is not able to take his/her vacation within two years from the time it is earned, the unit member shall be paid for the unused vacation in cash.
- 15.6 A unit member may interrupt vacation to go on sick leave or bereavement leave.
- 15.7 Holidays are not counted as vacation days.

- 15.8 Vacation pay shall be the same as that which the unit member would have received had he/she been working.
- 15.9 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

## Article 16

### **SAFETY CONDITIONS**

- 16.1 The District shall provide a safe working environment for bargaining unit members. Unit members will cooperate in maintaining such an environment.
- 16.2 Unit members shall promptly report unsafe working conditions or practices to his/her immediate supervisor.
- 16.3 The District shall investigate all reports of unsafe working conditions and, if found to be unsafe, shall take reasonable steps to correct the unsafe condition or practice.

## Article 17

### **UNIT MEMBER EXPENSES AND MATERIALS**

#### 17.1 Tools

The District agrees to provide all tools, equipment, and supplies necessary to bargaining unit members for performance of their employment duties.

#### 17.2 Examination for Tuberculosis

A District paid tuberculosis test shall be provided for and taken by all unit members upon initial employment with the District and every four (4) years thereafter.

#### 17.3 Hepatitis B Inoculations

District paid Hepatitis B inoculations shall be provided for and taken by all unit members in positions for which such inoculations are required by District policy or law, unless waived in writing by the employee.

#### 17.4 Physical Examinations

The District shall provide the full cost of any medical examination required as a condition of employment or continued employment.

#### 17.5 Fingerprinting

The District shall reimburse unit members for the cost of being fingerprinted if required as a condition of employment by the District.



Article 18

**NO DISCRIMINATION**

18.1 The District shall not discriminate against any employee on the basis of race, sex, creed, religion, color, national origin, age, sexual orientation, domicile, marital status, disability, veteran status, or membership in any employee organization nor for the lawful exercise of their constitutional rights.

## Article 19

### **CONCERTED ACTIVITIES**

- 19.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, 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.
- 19.2 The District shall not lock-out unit members during the term of this Agreement.

## Article 20

### **WAGES**

#### 20.1 Salary

The Classified Employee Salary Schedule is included in Appendix A.

#### 20.2 Pay Checks

All regular pay checks of unit members shall be itemized to include all deductions authorized by the unit member or required by law. Unit members will be paid once per month payable on or before the last working day of the month. If the normal work day falls on a holiday, the pay check shall be issued on the preceding work day. Unit members so electing may have their payroll warrants deposited directly to a financial institution of their choice, subject to Sonoma County Office of Education regulations and limitations.

#### 20.3 Payroll Errors

Any payroll error resulting in insufficient payment for a unit member shall be corrected and a supplemental check issued as soon as practical.

#### 20.4 Lost Checks

Any pay check for a unit member which is lost or stolen shall be replaced promptly upon notification to the District Office.

#### 20.5 Anniversary Date

After a minimum of six (6) months employment in the District unit members will advance on the Salary Schedule on July 1 of each fiscal year.

Revised: 11/1/14; 9/9/11; 7/1/09; 6/19/08; 3/14/07; 7/18/05

10/18/04

## 20.6 Mileage

The Governing Board shall reimburse unit members at the District-approved mileage rate for the use of their automobiles when they are on District-approved business.

## 20.7 Meals

Any unit member who, as a result of a work assignment, has authorization to have meals away from the District shall, at the earliest possible date, be reimbursed at the prevailing District rate for the cost of the meal.

## 20.8 Lodging

Any unit member who, as a result of a work assignment, had authorization to be lodged away from home overnight shall, at the earliest possible date, be reimbursed by the District for the full cost of such lodging.

## 20.9 Working Out of Classification

20.9.1 If a unit member works outside of his/her classification and performs the duties of a higher classification at least one (1) full day, the salary of the unit member shall be adjusted for the entire period worked at the higher classification.

20.9.2 A unit member performing the duties of a higher classification shall for the applicable period:

20.9.2.1 Be placed on step one (1) of the higher classification, or

20.9.2.2 Receive his/her current rate of pay plus five percent (5%), whichever is greater.

## 20.10 CPR Training

Unit members required as a condition of their employment or when an employee is requested by the District to obtain CPR certification who participate in CPR training outside the unit member's regular work day shall be compensated based on their applicable hourly rate.

Revised: 7/1/09

10/18/04

## 20.11 Initial Salary Placement

The District shall have the discretion to initially place a new employee at up to Step 3 of the Classified Salary Schedule based on like experience.

## 20.12 Bilingual Stipend

CSEA Classified employees who, based on testing and interview, are determined by the District to be bilingual in Spanish/English, and who use Spanish in support of District Business, shall receive a total monthly stipend of \$100 in addition to their regular monthly salary regardless of that employee's FTE.

Revised: 11/1/14; 4/21/16

10/18/04

## Article 21

### **HEALTH AND WELFARE BENEFITS**

21.1 The District shall contribute to the costs of a medical, dental and vision program for unit members who work forty (40) hours per week (full-time unit members).

The district's contribution toward a medical plan for each full-time unit member will be capped at \$738 for employee, \$1268 for employee +one, and \$1599 for family, plus CVT Dental and CVT Vision Service Plan.

The CSEA member is responsible for paying the difference, if any, between the plan they selected and the negotiated Medical cap.

Rates paid for part time employees will be pro-rated based on their actual FTE.

21.2 For less than full-time unit members who work twenty (20) or more hours per week, and who elect to pay the remainder of the costs thereof, the District shall pay a portion of the costs of a medical, dental, and vision program, in that proration that the number of hours per week worked bears to forty (40).

21.3 Less than twelve (12) month unit members during the summer, shall receive the same proration of the cap that they receive in Section 21.1.

21.4 Upon retirement (defined as at least fifty years of age and five years of service in the District), unit members shall be entitled to continue enrollment in District health plans at their own expense, subject to the approval of the applicable health plan provider.

21.5 Should a unit member terminate employment for reasons other than retirement, he/she shall be entitled to continue benefit coverage under COBRA provisions for a period not to exceed eighteen (18) months. The unit member shall pay the full premiums for the continued coverage.

21.6 State Disability Insurance

The District shall allow the bargaining unit to have an election to implement State Disability Insurance. The District shall administer the implementation of State Disability Insurance for unit members if, at a special meeting of the bargaining unit, fifty percent (50%) plus one of the members of the bargaining unit who are present and voting vote for approval.

Revised: 11/1/14; 7/1/09; 3/2/11; 9/19/13; 6/1/17

10/18/04

## Article 22

### **SERVERABILITY**

- 22.1 If any provision(s) of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 22.2 In the event of a suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate, upon request, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 23

**COMPLETION OF MEET AND NEGOTIATIONS**

- 23.1 This document constitutes the complete Agreement between the parties and concludes negotiations for the term of this Agreement, except as set forth in the reopeners or as otherwise required by this Agreement.
- 23.2 The District and the Association agree to support this Agreement for its term and will not seek change or improvement in any matter subject to the meet and negotiation process except as otherwise provided for in Article 24 and/or by mutual agreement of the District and the Association.



Article 24

**TERM OF AGREEMENT**

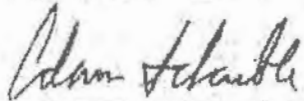
24.1 Term of Agreement

This Agreement shall remain in full force and effect from the date of ratification through October 31, 2020.

24.2 The parties shall be able to reopen as followed:

2017-2018 Successor of full contract  
2018-2019 Article 20 - Wages and Article 21-Health and Welfare Benefits  
2019-2020 Article 20 - Wages and Article 21-Health and Welfare Benefits

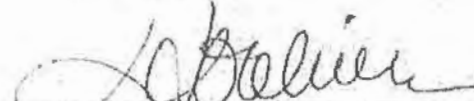
FOR DISTRICT:



Adam Schaible  
Superintendent

Date: 2/23/18

FOR CSEA, CHAPTER 835:



Lori Olson Oliver  
CSEA Chair

Date: 2/23/2018

**Wright Elementary School District / Classified Employee Salary Schedule 2018/2019 - Final**

Range	Step 1	Step 2	Step 3	Step 4	Step 5 - 7	Step 8-10	Step 11-13	Step 14-16	Step 17-19	Step 20-22	Step 23-26	Step 27-30	Step 31-34
1	11.93	12.53	13.15	13.81	14.50	15.16	15.84	16.55	17.29	18.08	18.88	19.75	20.53
2	12.24	12.84	13.47	14.16	14.88	15.54	16.24	16.96	17.74	18.52	19.37	20.24	21.26
3	12.53	13.18	13.83	14.51	15.24	15.93	16.65	17.39	18.19	18.99	19.85	20.74	21.57
4	12.85	13.48	14.17	14.89	15.63	16.32	17.06	17.83	18.64	19.46	20.35	21.28	22.34
5	13.18	13.84	14.51	15.26	16.01	16.74	17.50	18.28	19.09	19.96	20.87	21.81	22.91
6	13.49	14.18	14.90	15.63	16.41	17.16	17.92	18.74	19.56	20.45	21.38	22.35	23.46
7	13.85	14.54	15.27	16.02	16.83	17.57	18.37	19.20	20.07	20.97	21.91	22.90	23.82
8	14.18	14.90	15.64	16.42	17.25	18.02	18.82	19.70	20.57	21.48	22.46	23.48	24.64
9	14.56	15.27	16.03	16.83	17.68	18.46	19.31	20.18	21.07	22.03	23.01	24.06	25.02
10	14.91	15.65	16.43	17.25	18.12	18.94	19.79	20.68	21.61	22.58	23.59	24.67	25.56
11	15.28	16.03	16.84	17.69	18.57	19.41	20.29	21.20	22.14	23.15	24.18	25.28	26.29
12	15.66	16.45	17.26	18.13	19.03	19.90	20.78	21.72	22.68	23.73	24.80	25.91	26.94
13	16.05	16.85	17.70	18.58	19.50	20.39	21.32	22.26	23.27	24.32	25.42	26.56	27.89
14	16.46	17.27	18.16	19.04	19.99	20.90	21.84	22.82	23.85	24.92	26.04	27.21	28.31
15	16.86	17.71	18.60	19.51	20.50	21.42	22.39	23.40	24.46	25.55	26.70	27.90	29.02
16	17.28	18.17	19.05	20.00	21.01	21.95	22.94	23.98	25.07	26.19	27.38	28.60	30.03
17	17.73	18.62	19.52	20.51	21.53	22.52	23.53	24.57	25.68	26.84	28.04	29.31	30.48
18	18.18	19.06	20.01	21.03	22.07	23.07	24.11	25.19	26.33	27.51	28.75	30.05	31.56
19	18.63	19.53	20.52	21.54	22.62	23.64	24.71	25.82	26.99	28.19	29.47	30.79	32.33
20	19.08	20.03	21.03	22.09	23.19	24.23	25.33	26.46	27.65	28.92	30.20	31.57	32.83
21	19.55	20.53	21.56	22.63	23.77	24.84	25.96	27.12	28.36	29.63	30.96	32.35	33.65
22	20.03	21.05	22.10	23.22	24.37	25.47	26.62	27.82	29.05	30.38	31.73	33.16	34.49
23	20.54	21.57	22.64	23.78	24.97	26.10	27.27	28.51	29.78	31.14	32.53	33.99	35.35
24	21.05	22.11	23.23	24.38	25.60	26.75	27.96	29.22	30.54	31.91	33.33	34.84	36.23
25	21.59	22.65	23.80	24.99	26.24	27.42	28.65	29.95	31.28	32.70	34.18	35.71	37.49
26	22.12	23.24	24.40	25.62	26.90	28.10	29.38	30.69	32.07	33.51	35.04	36.61	38.43
27	22.67	23.82	25.01	26.27	27.56	28.82	30.11	31.47	32.87	34.36	35.90	37.53	39.39
28	23.26	24.41	25.64	26.91	28.27	29.53	30.86	32.24	33.70	35.21	36.79	38.46	40.00
29	23.83	25.03	26.28	27.58	28.97	30.26	31.64	33.07	34.54	36.10	37.72	39.40	40.98
30	24.42	25.64	26.93	28.28	29.68	31.03	32.43	33.88	35.40	37.00	38.67	40.40	42.42
31	25.04	26.29	27.59	28.99	30.44	31.80	33.24	34.73	36.29	37.92	39.64	41.41	43.48
32	25.66	26.95	28.29	29.70	31.20	32.60	34.06	35.59	37.19	38.87	40.62	42.45	44.15
33	26.31	27.61	29.00	30.46	31.99	33.41	34.90	36.49	38.13	39.84	41.63	43.51	45.26
34	26.96	28.32	29.72	31.21	32.77	34.25	35.80	37.40	39.08	40.83	42.68	44.60	46.84
35	27.63	29.02	30.47	32.00	33.60	35.10	36.68	38.33	40.06	41.87	43.75	45.72	47.55

Schedule	1994/95	1995/96	1996/97	1997/98	1998/99	1999/00	2000/01	2001/02	2002/03	2003/04	2004/05
Improvements:	2.00%	3.00%	3.00%	4.00%	2.00%	3.00%	9.50%	3.00%	1% off	2% off	2% off
									schedule	schedule	schedule
	2005/06	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
	1% off	3%	4%	1% off	1% off	Reduced	Reduced	Reduced	Reduced	5.00%	3.00%
	schedule			schedule	schedule	1 Day	5 Days	3 Days	5 days		
	2015/16	2015/16	2016/17	2016/17	2017/18	2018/19	2018/19				
	2% off	3.50%	1% off	2%	3.30%	2% off	2%				
			schedule			schedule					

Salaries are calculated by Hourly Rate X Hours Worked X Days Paid divided by the number of months worked.

Substitute Pay: 95% of Step 1

Step Advancement: After a minimum of six (6) months employment in the District, all classified personnel will advance one step on the schedule on July 1 of each fiscal year.

Aides: Paid days include 180 Instruction Days and 3 Professional Development days for a total of 183 work days plus Holidays and Vacation.

District IT Coordinator and District Technology Assistant: Mileage Stipend: \$75/month

Library Manager: Paid days include 1 Professional Development Day.

Board Approved: 6/6/19

**Wright School District**  
**CSEA Classification & Ranges**

<u>Classification Title</u>	<u>Range</u>
Accounting Technician	22
Bilingual Community Liaison	20
Braille Facilitation Assistant	15
Cook's Assistant	7
Crossing Guard	7
Custodian	16
District Accountant	26
District Information Technology (IT) Coordinator	28
District Payroll Technician	27
District Student Information System Data Integration Technician	23
District Technology Assistant	23
ELD Instructional Aide	10
Groundskeeper/Maintenance Assistant	16
Inclusion Aide II	12
Instructional Aide	7
Library Manager	12
Maintenance Lead	20
Office Assistant	9
Office Manager	18
Preschool Student Support Instructional Assistant	12
Reading Intervention Program Assistant	10
School Cook	12
School Nurse Assistant	20
Special Projects Secretary	18
Speech and Language Aide	10
Speech and Language Assistant	26
Speech-Language Pathologist Assistant - II	32
Student Support Instructional Assistant	11

**WRIGHT ELEMENTARY SCHOOL DISTRICT**  
**Classified Personnel Evaluation Report**

**Name:** \_\_\_\_\_ **Classification:** \_\_\_\_\_  
**Work Site:** \_\_\_\_\_ **Evaluation Period Covered:** from \_\_\_\_\_ to \_\_\_\_\_  
**Last Review:** \_\_\_\_\_  
**Type of Report:**      **Probation** (\_\_\_\_month)      **Annual**      **Special**

**Rating Scale for Performance Level:**

<b>1. Outstanding:</b>	Superior performance; significantly exceeds job expectations.
<b>2. Above Average:</b>	Consistently well above what is expected.
<b>3. Satisfactory:</b>	Meets the requirements of the job.
<b>4. Improvement Needed:</b>	Performance may be satisfactory with more training.
<b>5. Unsatisfactory:</b>	Not up to the required standards of the job; performance unacceptable.

<b>A. PERFORMANCE FACTORS</b>	<b>PERFORMANCE LEVEL</b>	<b>SUPPORTING OBSERVATIONS</b> (Specific recommendations for improvement must be included for areas marked 4 or 5)
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<b>1. JOB KNOWLEDGE:</b>	<input type="checkbox"/> <b>1</b>
Understanding of all phases of his/her work and related matters.	<input type="checkbox"/> <b>2</b>
Knowledge applied with respect to total job.	<input type="checkbox"/> <b>3</b>
	<input type="checkbox"/> <b>4</b>
	<input type="checkbox"/> <b>5</b>

<b>2. QUALITY OF WORK:</b>	<input type="checkbox"/> <b>1</b>
Thoroughness, neatness, and accuracy, meeting the expectations of the position.	<input type="checkbox"/> <b>2</b>
	<input type="checkbox"/> <b>3</b>
	<input type="checkbox"/> <b>4</b>
	<input type="checkbox"/> <b>5</b>

<b>3. DEPENDABILITY:</b>	<input type="checkbox"/> <b>1</b>
Reliability in following through assignments and instructions.	<input type="checkbox"/> <b>2</b>
	<input type="checkbox"/> <b>3</b>
	<input type="checkbox"/> <b>4</b>
	<input type="checkbox"/> <b>5</b>

<b>4. COOPERATION:</b>	<input type="checkbox"/> <b>1</b>
Ability and willingness to work with associates, supervisors and others.	<input type="checkbox"/> <b>2</b>
Effectiveness in working with others.	<input type="checkbox"/> <b>3</b>
	<input type="checkbox"/> <b>4</b>
	<input type="checkbox"/> <b>5</b>

<b>5. PRODUCTIVITY:</b>	<input type="checkbox"/> <b>1</b>
Demonstrated accomplishments, volume of work.	<input type="checkbox"/> <b>2</b>
Work output relative to schedules and expectations.	<input type="checkbox"/> <b>3</b>
	<input type="checkbox"/> <b>4</b>
	<input type="checkbox"/> <b>5</b>

**6. JUDGEMENT:**  1  
Adequacy of judgment  2  
applied as required by the job  3  
responsibilities.  4  
 5

**7. INITIATIVE/ABILITY  
TO LEARN:**  1  
Self-starting and acting on  2  
own. Amount of direction  3  
needed. Resourcefulness in  4  
work situation.  5

**8. ATTENDANCE:**  1  
Punctuality and reliability to  2  
work daily and conforming to  3  
work hours.  4  
 5

**B. POTENTIAL ADVANCEMENT EVALUATION** (if applicable)  
How would you evaluate the employee's capacity for advancement?

Supporting observations:

**C. RECOMMENDATION**

**Continue Probationary Status \***       **Permanent Status**       **Terminate Employment**

\* **Follow-up evaluation due in \_\_\_\_\_ months**

**D. Employee Conference/Signature**

In signing the Evaluation Report Form, the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily indicate agreement with the conclusions of the evaluator. The employee may submit a response to this report in writing to the Site Administrator. That copy will be attached and filed with the Evaluation Report Form (Section 87031, CA Ed. Code)

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date

**DISTRIBUTION:** *White: Personnel File    Canary: Employee    Pink: Evaluator*