

**AGREEMENT**

**BY AND BETWEEN**

**WOODVILLE UNION ELEMENTARY SCHOOL  
DISTRICT**

**AND THE**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION  
CHAPTER 576**

**JULY 1, 2013 – JUNE 30, 2016**



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**ARTICLE I – AGREEMENT:**

- A. This Agreement is entered into upon ratification by the parties, between the Governing Board of the Woodville Union School District, hereinafter called the “Board” and the California School Employees Association and its Woodville Chapter 576, hereinafter called the “Association.”
- B. This Agreement shall remain in full force and effect until June 30, 2013.

**ARTICLE II - RECOGNITION:**

- A. The Board recognizes the Association as the exclusive representative of the classified employees of the District as listed below:

- Resource (Special Education) Aide
- Library Aide/Library Tech
- Instructional Aide
- Migrant Tutor
- Migrant Community Aide/Tutor
- Migrant Records Clerk/Tutor
- Bus Driver
- Custodian/Maintenance
- Custodian
- Assistant Cook
- Cafeteria/Kitchen Helper
- Cafeteria/Yard Supervisor
- Maintenance/Bus Driver
- Health Clerk
- Special Programs Secretary/Liaison
- Special Programs Tutor/Community Liaison
- Cafeteria Clerk
- P.E. Aide
- Custodian/Maintenance Assistant Supervisor

- B. Positions specifically excluded: Management, Supervisor, Certificated and Confidential employees.
- C. New positions shall be mutually reviewed for possible bargaining unit inclusion. Disputed cases shall be submitted to PERB and shall not be subjected to the grievance procedure.

**ARTICLE III - MANAGEMENT RIGHTS:**

- A. It is understood and agreed that the District has all legal and traditional, customary and usual rights, powers, functions and authority to discharge its obligations. All rights, powers or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers and functions or authority specifically abridged or modified by this Agreement.

#### **ARTICLE IV - ASSOCIATION RIGHTS:**

- A. Association representatives shall have reasonable access to all school buildings to discuss organizational business with all employees, when they are not required to render service, provided prior approval has been obtained from the Administration. It shall be the responsibility of the Association representatives to inform the site administrator, or in his/her absence, the office secretary when site visits are made.
- B. The Board shall provide the Association's President with one copy of the Board Agenda packet prior to each Board of Trustees meeting. The Board Agenda packet is to be placed in the Association President's school mail box.
- C. The Association, upon prior approval, may use the school mailboxes or bulletin board spaces frequented by employees as designated by the Superintendent subject to the following conditions:
  - All postings for bulletin boards or items for school distribution and identification of the organization together with a designated authorization by the Association President; and, a copy of such postings or distributions must be provided to the Superintendent or designee at the same time as posting or distribution.
- D. The Association, upon prior approval, shall have the right to use institutional equipment, facilities, and buildings at reasonable times. Association shall pay actual costs, when appropriate. The Association shall have the right to use building(s) for meetings subject to the following conditions:
  - 1. (a) Such use does not interfere with or impair the educational program in any way.
  - (b) Use has not been granted to someone else.
  - (c) The site administrator has been notified at least two (2) days in advance of the time and place of such meeting.
  - 2. If the use of said school building(s) by the Association results in expense to the District, the Association shall reimburse the District such expense.
  - 3. The Association shall leave any premises they use in suitable condition.
- E. The right to review employee personnel files and any other records dealing with employees when accompanied by the employee or on presentation of written authorization signed by the employee.
- F. If requested, the right to be supplied with a complete roster of hires date seniority, class seniority, and bargaining unit for all employees in the bargaining unit or the effective date of this Agreement an every July thereafter. The roster shall indicate the employee's current classification.
- G. The right to receive one (1) copy of any public data, to include reports, funding applications, budgetary or financial information upon request. The District may charge actual costs of reproduction, when appropriate.
- H. The CSEA President shall receive release time as necessary to carry out CSEA duties and responsibilities after notification to the Superintendent.
- I. The right of release time for two (2) CSEA chapter delegates to attend the CSEA Annual Conference, not to exceed 80 hours.

## **ARTICLE V – GRIEVANCE PROCEDURE:**

### A. Definitions

1. A “grievance” is a formal written allegation by a grievant or CSEA that he/she has been adversely affected by a violation, misinterpretation or misapplication of a specific provision of this Agreement.
2. A “grievant” is a member of the unit asserting a grievance.
3. A “day” is any day in which the central administrative office of the District is open for business.

### B. Informal Level

Before filing a formal written grievance, the grievant should attempt to resolve it by an information conference with the grievant’s immediate Supervisor.

### C. Formal Level

#### 1. Step I

- a. Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance, in writing, on the District Classified Grievance Form to his/her immediate Supervisor.
- b. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance and shall include the following information:
  - (1) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
  - (2) A list of the provisions of the Agreement which have been violated.
  - (3) Specific actions requested of the District which will remedy the grievance.

#### 2. Step II

- a. If the grievant is not satisfied with the decision at Step I, he/she may within five (5) days appeal the decision on the District Classified Grievance Form to the Superintendent or his/her designee.
- b. This statement shall include a copy of the original grievance, the decision rendered, and a clear concise statement of the reasons for the appeal.
- c. Upon request of either party, the Superintendent and the employee shall meet to discuss the grievance.
- d. The Superintendent shall communicate his/her decision in writing to the grievant within five (5) days.

#### 3. Step III

- a. If a grievance is not satisfactorily adjusted by the Superintendent, the grievant and his/her representative may request in writing a hearing before the Board of Trustees. The written request shall be filed in the Office of the Superintendent within five (5) days after receipt of the written decision at Step II. The Board of

Trustees shall convene and hold such hearing at its next regularly scheduled meeting. At the hearing, the grievant and his/her representative shall have the opportunity to testify, present evidence and witnesses pertaining to the grievance. Within five (5) days after the hearing, the Board of Trustees shall deliver to the grievant and his/her representative their written decision which shall be the final administrative decision.

- b. Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties.
- c. Any employee may present grievances relating to a contract dispute to his/her employer and have such grievances adjusted without the intervention of the exclusive representative or employee organization as long as adjustment is not inconsistent with the terms of the Agreement. When a grievant opts to present any grievance without CSEA intervention, CSEA shall be relieved from any further responsibility to provide the grievant with representation regarding the grievance. The public school employer shall not agree to the adjustment or resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and have been given the opportunity to file a response.

## **ARTICLE VI – LEAVES:**

### **A. Personal Illness and Injury Leave**

1. Members of the unit employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days of leave of absence for illness or injury, exclusive of days they are not required to render service pay, as used in this Article, means the employee's regularly assigned work day, exclusive of overtime.
2. Members of the unit employed less than five (5) days a week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to twelve (12) months.
3. Pay for the hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be entitled to take more than six (6) days, or the proportionate amount to which they may be eligible under Section 1 and 2.
4. Members of the bargaining unit absent due to illness or injury must notify the District's designated person of their intent to be absent, the nature of the illness or injury not later than one and one-half hours prior to the start of the work shift in order to be eligible for paid illness or injury leave, except in cases of emergency.
5. Members of the bargaining unit requesting paid illness or injury leave may be required, at the discretion of the Superintendent, to provide medical statements to verify illness and injury, without any cost to be borne by the employee.
6. The District shall provide each employee with a written statement of:
  - a. His/her accrued sick leave total; and
  - b. His/her sick leave entitlement for the year.

Such statement, along with projected salary data, shall be provided no later than the first day of each work year.

7. Each employee in the bargaining unit shall once a year be credited with a total of 100 days of sick leave. Each day of sick leave provided by this Section shall be compensated at the rate fifty (50) percent of the employee's regular salary. The paid sick leave provided for under this Section shall be exclusive of any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Section A-1 and A-2. Employees using this leave shall provide medical verification of illness after three consecutive days of utilization.

#### B. Bereavement Leave

1. The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed five (5) days, in or out of state on account of the death of any member of the immediate family. Members of the immediate family shall mean the mother, father, grandmother, grandfather, or a grandchild or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, father-in-law, mother-in-law, stepparent, stepchild, or spouse of the employee, or any relative living in the immediate household of the employee.
2. Members of the bargaining unit shall be required to contact their immediate supervisor to request bereavement leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence.

#### C. Personal Necessity Leave

1. A maximum of seven (7) days of absence for illness or injury leave earned pursuant to the provisions in Section B of this Article may be used by the employee in cases of personal necessity.
2. Personal necessity leave may be taken for the following reasons:
  - a. Death of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave provision of this Agreement.
  - b. Accident/illness involving the employee's person or property or the person or property of a member of the employee's immediate family.
  - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
  - d. Four (4) days may be used for any reason provided that notice is given to the Superintendent at least forty-eight (48) hours in advance.
3. Except in cases of emergency, members of the bargaining unit are required except for A. and B. above, to request personal necessity leave from their immediate supervisor at least forty-eight (48) hours prior to usage for such leave.
4. Upon return from personal necessity leave, bargaining unit members shall be required to complete absence verification forms provided by the District and to submit such verification as may be required.

#### D. Industrial Accident Leave

1. Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. Industrial accident or illness leave will commence on the first day of absence.
2. Payment for wages lost on any day shall not, when added to an award granted under Worker's Compensation Laws of this State, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence regardless of compensation award made under the Worker's Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled only to that amount remaining at the end of the fiscal year, in which the illness or injury occurred, for the same illness or injury.
3. To be eligible for industrial injury or illness leave the employee must have attained permanent status within the District.
4. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and normal sick leave and vacation leave, which when added to the Worker's Compensation Award, provides for a day's pay at the regular rate of pay.
5. Any time an employee on industrial accident or illness leave is entitled to return to work, the employee shall be reinstated in a position in the same class without loss of status or benefits.
6. Any employee returning to service after an industrial accident or illness must present a release from the authorized physician certifying the employee's ability to return to his/her position classification stating restrictions, if any exist.

#### E. Pregnancy Disability Leave

1. Employees are entitled to use sick leave as set forth in Section B of this Article for disabilities caused or contributed to by pregnancy, miscarriage, and recovery there from. Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by the employee and the employee's physician; however, the District may require a verification of the extent of the disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District. If the District appoints a physician the District shall bear the cost.
2. The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

F. Jury Duty

1. Employees shall be entitled to as many days of paid leave as may be required for appearance in response to service as a juror before any duly convened court of law. If the employee receives any juror's fees while on leave under this Section, such fees shall be remitted to the District with the exception of mileage.

G. Other Leaves

1. The parties recognize and acknowledge that the District Board of Trustees has sole, exclusive and discretionary right to grant such leaves of absence, paid or unpaid, as it sees fit and proper on condition that such leaves shall not, individually, exceed six (6) months in duration and that all continuous leaves granted to any individual employee under any authority of this Article shall not, collectively, exceed eighteen (18) months continuous duration.

H. Family Care and Medical Leave

1. Family Care and Medical Leave shall be provided by law.

**ARTICLE VII – FRINGE BENEFITS:**

A. The District shall provide medical, prescription, dental and vision insurance coverage for employees and their dependents.

B. Bargaining unit members with daily work assignments of six (6) hours or more per day shall be eligible for the full District premium payment stated above. Bargaining unit members working less than six (6) hours per day may elect to participate in the above coverages and their premiums will be provided on a pro-rated basis as their hours in relates to eight (8) hours per day.

C. The Health Benefit Plan premiums for 2012-2013 currently provided by SISC III and administered by SETTC will be increased, with the amount not to exceed \$12,000 annually through the 2013-14 plan year as follows:

1. 2012-2013 plan year – Increase annual amount to \$11,250.00. Increase amount of \$750.00 to be spread equally for the remaining months during the 2012-2013 plan year upon ratification by the parties.
2. 2013-2014 plan year – increase the amount to \$12,000

D. Disability Insurance shall be provided by S.D.I. and will be coordinated with sick leave the same as workers' compensation.

E. Retirement Package:

1. Employees working twenty (20) years for the District and have reached age 60, or who have worked for the District thirty (30) years and have reached age 55, shall be eligible to receive health benefit coverage until age 65, or until eligible for Medicare.
2. Employees not meeting the requirements above and are not eligible for the Golden Handshake, may elect to use the dollar cost of the Golden Handshake and apply it towards the cost of fringe benefits.

F. Benefit Intent Forms:

1. Each employee in the bargaining unit shall be asked to complete a health and welfare benefit intent to participate form by May 15th of each year. This form is for budget planning purposes and should be completed indicating intended participation in the health and welfare benefit program for the ensuing year.
2. Employees may modify benefit coverage only during the "open enrollment" period each year of this Agreement.

**ARTICLE VIII – SALARIES:**

- A. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as set forth in the schedule attached.
- B. Bargaining unit members who are employed on a part-time basis shall receive pro-rated payment based upon the schedule attached.
- C. Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued, not later than five (5) working days following notice to the District. In the case of any overpayment, the District/employee shall agree upon a repayment plan not to exceed six (6) months. The District and employee shall agree in writing to the repayment plan prior to deductions being made.
- D. Employee Expenses and Materials
  1. The District shall pay the full cost of the purchase of the uniforms required to be worn by bargaining unit employees (serving in the classes of Bus Driver, Custodial and Food Services).
  2. The District agrees to provide all tools, equipment, and supplies which the District deems necessary for the performance of duties.
  3. The District agrees to provide bargaining unit employees required to use personal auto for school business be reimbursed at the rate provided for in District policy.
  4. Included, but not limited to provisions outlined in Education Code Section 11708 or its successor, the District agrees to provide the full cost of any medical examination required as a condition of the continued employment.
  5. The District agrees to compensate those employees, who as a condition of employment are required to renew their Bus Driver's license.
- E. The District will withhold the amount for SDI from each employee's earnings upon written authorization.
- F. Compensation for an Employee Working Out of Classification:
  1. An employee assigned duties not a part of his/her classification for a period of five (5) consecutive days of more within a fifteen (15) day period shall have his/her salary adjusted upward or the entire period he/she is required to work out of classification. The employee shall receive the regular rate of pay for the higher classification on the step on which he/she is assigned in his/her classification.

2. No employee shall suffer a reduction of pay during his/her regular work year as a result of working out of classification.

G. Longevity: Provided for years of service in the Woodville Union Elementary School District.

Beginning of 11 <sup>th</sup> year: .....	\$ 68.00 per month pro-rated
Beginning of 16 <sup>th</sup> year: .....	\$104.00 per month pro-rated
Beginning of 21 <sup>st</sup> year: .....	\$140.00 per month pro-rated
Beginning of 26 <sup>th</sup> year: .....	\$177.00 per month pro-rated
Beginning of 30 <sup>th</sup> year: .....	\$200.00 per month pro-rated

Longevity payments will be paid on the anniversary date of the year after requirements have been met.

Add: Those not receiving the fringe benefit increase in 2010/2011 will receive a one-time off the salary schedule payment of \$650.00.

- H. Paraprofessional Aides who complete course requirements shall be paid an additional \$.75 (seventy-five cents) per hour for time spent as an instructional aide. This is to be added to their regular rate of pay the month following official notification of completion.
- I. Classified Employees Serving as Coaches: Classified employees who meet the District's requirements to coach (First Aid, Fingerprints, etc.) and fulfill the requirements of each sports season, shall receive the amount provided in the Certificated Employee Agreement for the coaching assignment.
- J. The Cafeteria/Kitchen Helper classification will have a Step 8 added to the classified salary schedule as \$17.14 effective July 1, 2013.
- K. Lynn Dresser, Cafeteria/Kitchen helper, will be compensated for working out of classification at Range I, Step 8 of the classified salary schedule, retroactive to August 1, 2012.

**ARTICLE IX - EVALUATION PROCEDURE:**

- A. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall only be made based upon the direct observation and knowledge of the evaluator or shall reflect other, independent corroboration. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing and recommendation made. The employee shall have the right to review and respond to any derogatory evaluation.
- B. An evaluation conference between the employee and the immediate supervisor shall be held. The employee shall receive a written copy of the evaluation and will attach his/her signature, which does not signify agreement, only that the evaluation was discussed and the employee has received his/her copy.
- C. New employees shall be evaluated two (2) times during their probationary period. Each probationary period shall consist of six months of work totaling 135 workdays. For the purposes of calculating the number of workdays, the calculation shall include holidays.

D. Permanent employees shall be evaluated once each school year, normally no later than May 1, of each year.

E. Personnel Files

1. The personnel file of each employee shall be maintained in the District Office.
2. Employees shall be provided with copies of any derogatory material prior to it being placed in the employee's personnel file. The employee shall be given an opportunity, during normal working hours and without loss of pay, to initial and date the material and to prepare a written response. The written response shall be then attached to the material.
3. An employee shall have the right, at times when he/she is not required to be rendering service to the District, to examine and/or obtain copies of any material from their personnel file with the exception of material that includes ratings, or records which were obtained prior to their employment.
4. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.
5. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted, any written material placed in a personnel file shall indicate the date of such placement.

**ARTICLE X – HOURS:**

A. Workweek:

The workweek for full-time employees shall consist of five (5) consecutive days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided elsewhere in this Article.

B. Workday:

The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

C. Adjustment of Assigned Time:

Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

D. Lunch Periods:

All employees covered by this Agreement shall be entitled to a duty-free lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour, no less than one-half (1/2)

hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

E. Rest Periods:

All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period except when incompatible with work requirements, at the rate of ten (10) minutes per four (4) hours worked.

F. Overtime/Extra Time:

Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work assigned, Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, which the employee has been directed by the District to work.

1. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.
2. All hours worked on holidays designated by the Agreement shall be compensated at two- and-one-half (2 ½) times the regular rate of pay.
3. Overtime/Extra Time Distribution: Overtime shall be distributed and rotated as equally as is practical among the employees in the bargaining unit.

G. Compensatory Time Off:

Overtime may be compensated by compensatory time off, with permission of the employee's immediate supervisor. No more than 160 hours of overtime or 240 straight time hours may be accumulated any one fiscal year.

H. Minimum Call-In Time:

Any employee called into work on a day or at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

I. Call Back Time:

Any employee called back to work after completion of his/her regular assignment prior to the start of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

J. Bus Driver Overtime:

Bus Driver will be given 24-hour notice when they have to work overtime unless there is an emergency situation. All overtime bus trips shall be distributed and rotated as equitably as possible among interested bus drivers. When possible, at least one week's advance notice shall be given to the bus supervisor when trips are scheduled.

The District shall notify CSEA of any reductions being considered for open vacant positions.

## **ARTICLE XI – VACATIONS:**

- A. Upon completion of six (6) months of regular and continuous paid service, employees shall be credited with paid vacation in the amount described below:
1. One (1) day for each month worked since regular employment began. An employee beginning regular employment at other than the first day of a month shall receive vacation credit if he/she worked more than one-half (1/2) of the working days in the month.
  2. Upon completion of five (5) years of regular service, an employee shall begin earning vacation at the rate of one and one-quarter (1 ¼) days per month worked.
  3. Upon completion of ten (10) years of regular service an employee shall begin earning vacation at the rate of one- and one-half (1 ½) days per month worked.
  4. Upon completion of fifteen (15) years of regular service an employee shall begin earning vacation at the rate of one- and three-fourths (1 ¾) days per month worked.
  5. Employees are allowed to carry over vacation days as established by Board Policy which is incorporated by reference to this agreement.
- B. For purposes of this Article, a day of vacation shall be defined as the employee's base hours per day assignment, exclusive of overtime.
- C. Full-time employees shall take their vacations when compatible with District work scheduling and operations. The District shall make reasonable efforts to schedule vacations in accordance with desires of the employee. Vacation benefits shall be prorated for other than full-time employees.
- D. Interruption of Vacation:
- An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without return to active service. The basis for the change in status is to be determined by the District.
- E. Vacation Pay Upon Termination:
- When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination, except vacation rights shall not become vested until the first (1<sup>st</sup>) day of the month following six (6) months of service.
- F. If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his/her service, the District shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

## **ARTICLE XII – HOLIDAYS:**

A. The District shall provide all employees in paid status with the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Day
4. Washington's (President's) Day
5. Friday of spring recess
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve Day
13. Christmas Day
14. New Year's Eve Day

B. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following day not a holiday shall be deemed to be that holiday.

C. Holiday Eligibility:

1. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
2. Employees who are not normally assigned to duty the Winter and Summer recess shall be paid for the designated holidays falling during those recesses provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess.

## **ARTICLE XIII – SAFETY:**

Unit members shall notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare, or the welfare of fellow employees and/or student personnel. Their immediate supervisor shall investigate said reported unsafe condition and advise the unit member in writing of any findings and suggested corrective action.

## **ARTICLE XIV - PAYROLL DEDUCTIONS**

Any employee who has applied for membership has the right to have his/her Association dues deducted according to the schedule adopted by the Association and may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association.

Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board

shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees to promptly remit such monies to the Association. The matter of dues deductions, general assessments and other fees is strictly a matter between the Association and its members.

- A. The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article.
- B. Upon appropriate written authorization from the employee, the Board will deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, insurance premiums, or charitable donations.
- C. The Association agrees to indemnify and hold harmless the employer for any loss or damages arising from the operations of this Article. It is also agreed that neither an employee nor the union shall have any claim against the employer for any deductions made or not made, as the case may be, unless a claim or error is made in writing to the employer within thirty (30) calendar days after the date such deductions were or should have been made.
- D. Should a concerted activity as defined in Article XV by employees covered in this Agreement occur, the District may exercise its right to immediately discontinue payroll deductions.

#### **ARTICLE XV - CONCERTED ACTIVITIES:**

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing 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.
- B. The Association recognizes the duty or obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operation of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- C. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

#### **ARTICLE XVI - SUPPORT OF AGREEMENT:**

- A. The District and Association agree that it is to their mutual benefit to encourage the resolution of difference through the meet and negotiated process. Therefore, it is agreed that the parties will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the District and the Association.

**ARTICLE XVII - COMPLETION OF MEET AND NEGOTIATE:**

The Association agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meeting and negotiation according to state law. The above and foregoing Agreement constitutes the full and complete Agreement herein contained. The Association, for the term of this Agreement, specifically waives the right to demand or to petition for changes herein, except as provided for in Article XXVI-Term.

**ARTICLE XVIII – SAVINGS:**

- A. If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and by of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

**ARTICLE XIX - LAYOFF:**

- A. Prior to completing a lay off of classified employees, notice shall be given to the Association. Upon request, the District and the Association shall meet and negotiate the effects of such lay off.
- B. The District will not lay off classified employees after or as a result of contracting out work.
- C. Seniority is calculated by employee date of hire.

**ARTICLE XX – MISCELLANEOUS:**

- A. After ratification by the parties, each employee will be provided with a copy of the newly reproduced agreement. In addition, all new unit members, at time of hire will be provided with a copy of this agreement which will include this agreement and all amendments negotiated since the last agreement was printed.

**ARTICLE XXI- TRANSFER/PROMOTIONS:**

- A. When a new position is created or an existing position becomes vacant, the District shall first consider interested and qualified bargaining unit employees prior to advertising the position to the public. All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. Any employee in the bargaining unit, meeting the qualifications, may apply for transfer to that position by filing a written notice with the Personnel Department of the District. Where skills and abilities are equal, the employees with the most seniority will be selected.

1. Any employee on leave or recess during the period of posting shall be mailed, if requested, a copy of the notice by first class mail on the date the position is posted.
- B. Medical Transfer: The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with CSEA and concurrence of the employee.

## **ARTICLE XXII - CHILD ABUSE REPORTING**

- A. Any employee trained in the duties imposed by the Act, shall immediately, or as soon as practically possible, report by telephone any known or reasonable suspected instance of child abuse known or observed within the scope of his or her employment to one of the following agencies.
  1. The county welfare department
  2. The county probation department
  3. The sheriff's department
  4. The police department
- B. Without interfering with an employee's right to report to any other agency named above, the District shall in the course of its training, encourage employees to make such reports directly to the county welfare department.
- C. Any employee making a report pursuant to paragraph A, above, shall prepare and send to the agency telephoned a written report on Department of Justice form SS-8572, or other form required by Penal Code section 11168. The written report shall be sent to the agency no later than 36-hours after the employee had knowledge of or observed the incident reported.
- D. No supervisor or administrator shall impede or inhibit the reporting duties specified herein or in the Act. No employee making such a report shall be subject to any discipline, or have his or her working conditions altered in any manner, of making a report reasonably believed to be true. All training shall either take place during the employee's regular working hours at no loss of pay or benefits to the employee or, if it takes place outside of the employee's regular working hours, the employee shall be paid at the appropriate rate of pay.

## **ARTICLE XXIII – NEGOTIATIONS:**

- A. Notification and Public Notice: CSEA shall submit its proposal(s) to the District no later than April 1, and no earlier than March 1, for each year during the term of this Agreement for salary, benefits, and one (1) other article, and for a full contract at the expiration of the Agreement. The District shall respond with its counter-proposal within thirty (30) days.
- B. Commencement of Negotiations: After the public notice requirements have been satisfied, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

- C. Release Time for Negotiations: CSEA shall have the right to designate three (3) employees, who shall be given reasonable release time on an alternating basis to prepare for and participate in negotiations.

**ARTICLE XXIV - PROFESSIONAL GROWTH:**

**Forward:**

- A. Classified employees constitute an integral part of the Woodville Elementary School District and a significant portion of the total school system staff. Their achievement of high levels of accomplishment is essential to the efficient and economical operation of the District.
- B. As the District endeavors to employ the best-qualified persons available for the classified positions and requires that they strive towards attaining higher levels of performance, it is deemed to be in the best interest of the District to encourage classified personnel to engage in continuous, purposeful educational study and activities that are designed to elevate or keep up to date the employee's professional skills and knowledge. Such a professional growth program would be beneficial not only to the District as a whole, but also the employees, the students, and the community.

**Philosophy:**

- C. The professional growth programs for classified employees is designed to promote activities which would assist the classified employee in acquiring the knowledge and skills needed to do his or her job well; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to stimulate the employee to reach and maintain acceptable levels of productivity and job effectiveness; and to encourage the employee to improve his or her relations with students, other employees, and the public.

**Eligibility Requirements for those Wishing to Earn a Professional Growth Increment:**

- D. Those classified personnel who have attained permanent status in the Woodville Union Elementary School District, and who are employed to work a minimum of 17.5 hours per week per school year will be eligible to earn professional growth increments.
- E. The following employees shall not be eligible for the increment:
  - 1. Employees on probationary status
  - 2. Employees hired on a substitute basis
  - 3. Temporary or short-term employees
  - 4. Professional experts employed on the temporary basis
  - 5. Employees working less than twenty (20) hours per week per school year

**Regulations Regarding the Earning and Payment of Professional Growth Increments:**

- F. Unit Requirements and Regulations for Granting Credit:
  - 1. General Regulations:
    - a. This professional growth program is not intended to restrict in any way the training and self-improvement efforts that a classified employee may undertake

on his/her own initiative. However, such training shall be considered applicable to a professional growth increment only if it meets the policy and implementation regulations set forth in the document.

- b. A maximum of sixty (60) semester units, verified by transcript, may be earned through participation in any of the following types of activities.
    1. Credit courses taken from a college, university, accredited trade or business school. Each course must meet the minimum contact hours for credit allowance that is fifteen (15) hours per semester unit and nine (9) hours per quarter unit.
    2. Collegiate courses designated a continuing education.
    3. Adult school courses through a university or an accredited college. Determination of the amount of credit to be granted to these courses shall be based on the following scale:

10 units = 3 semester units  
5 units = 2 semester units
  - c. No credit shall be given for professional growth activities completed prior to the employee's beginning date of employment.
  - d. Courses may not be repeated for increment credit unless special permission has been received in advance from the District.
  - e. If units are earned in excess of those required for a professional growth increment, they may be carried over for the succeeding increment.
  - f. Credit Upon Reemployment: If a classified employee who is being paid a professional growth payment for any professional growth increments to which he or she may have previously been entitled.
  - g. The increment(s) shall be granted beginning with the fiscal year following the earning of the required units.
  - h. Each professional growth increment shall be payable in equal installments as per payroll procedure. Earned increments shall be considered to be in addition to the regular salary and shall be subject to customary payroll deductions for retirement, social security, withholding tax, and time off with loss of salary, etc.
  - i. Each increment shall be superimposed on the preceding increment(s) granted to the employee.
2. In order to qualify for any professional growth increment, it shall be the responsibility of the classified employee to:
    - a. Submit to the District Superintendent's Office the appropriate forms required by the District.
    - b. Receive approval for professional growth activities or in-service which have been prior approved or any other previously approved course approved by the District Superintendent.

- c. No later than September 10, the employee shall submit transcripts or grade slips which verify that the units of course work and/or other professional activities were satisfactorily completed; that is, that a grade of “C” or better or of “pass” was received of each, and that the course work had been completed prior to the first day of school.
3. Classified Employee Professional Growth Pay Schedule:
    - a. Twenty-five dollars (\$25.00) will be granted for each pre-approved semester unit earned through this program. A maximum of eight (8) units per year may be earned and applied towards professional growth credit program. Sixty (60) semester units is the maximum number of growth credits allowable under the classified professional growth program (a maximum of \$1,500.00 lifetime).

## **ARTICLE XXV– DISCIPLINE PROCEDURES**

- A. “Discipline” shall be defined as issuance of a warning notice, demotion, suspension and/or termination. Disciplining an employee shall be for just cause.
  1. Permanent employees may be disciplined in an effort to remedy unsatisfactory performance of a minor nature. Such action shall be according to the steps for progressive discipline stipulated in this section.
  2. An employee shall receive two oral warnings, two written warnings, and a suspension before being subject to termination for minor violations of 21.3, District rules and regulations, or California State Law.
    - a. A summary memorandum of an oral warning shall be prepared and kept by the appropriate administrator with a copy provided the employee.
    - b. Upon entry of the written warning into the personnel file memoranda of oral warnings shall be placed in the personnel file.
  3. The employee shall be informed of the specific charges against him or her, be given a statement of his or her right to a hearing on such charges, and the time within which such hearing may be requested which shall not be less than five (5) days after service of the notice to the employee. The notice shall include a card or paper which when signed constitutes a demand for hearing and a denial of all charges. The burden of proof shall remain with the District provided; however, that the Board’s determination of sufficiency of the cause for disciplinary action shall be conclusive.
- B. PROCEDURES FOR DISCIPLINE – MAJOR NATURE  

Unsatisfactory performance of a major nature or emergency situations involving the health and welfare of students or employees shall bypass the progressive discipline procedures.
- C. GROUNDS FOR DISCIPLINE
  1. Incompetence or inefficiency in the performance of duties of his/her position.
  2. Insubordination (including, but not limited to, refusal to do assigned work).

3. Carelessness or negligence in the performance of duty or in the care or use of District property.
4. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, the public, or any willful failure of good conduct tending to injure the public service.
5. Dishonesty
6. Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work while intoxicated. \*\*
7. Possession of, or addiction to, the use of narcotics. \*\*
8. Arrest for and/or conviction of a sex offense. \*\*
9. Conviction of any crime involving moral turpitude.
10. Repeated and/or unexcused absence or tardiness.
11. Falsifying any information supplied to the School District, including but not limited to information supplied on application forms, employment records, or any other School District records.
12. Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the District or by any appropriate State or Local governmental agency.
13. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
14. Willful or persistent violation of rules and regulations of the District.
15. Abandonment of position.
16. Incapacity, due to mental or physical disability.
17. Unauthorized possession of a lethal weapon on School District property. \*\*

\*\* 1<sup>st</sup> offense may result in suspension

#### **ARTICLE XXVI-TERM**

This agreement shall remain in full force and effect from July 1, 2013 until June 30, 2016, and thereafter will continue in effect unless one of the parties notifies the other in writing no later than March 15, of its request to modify, amend or terminate this agreement. The District and CSEA may reopen this agreement during each year of the Agreement in the following areas: Salaries, Fringe Benefits and two articles of choice for each party for the 2014-2015 and 2015-2016 fiscal years.

APPENDIX A

Agreed this 21<sup>st</sup> day of May, 2013.

WOODVILLE UNION ELEMENTARY SCHOOL DISTRICT

*[Signature]*  
Amanda Madina

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #576

*[Signature]*  
*[Signature]*  
Nancy Vogel

## Classified Salary Schedule 2013-14 School Year

(Range 1,  
Cafeteria only)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Range 1</b>	11.80	12.53	13.09	13.77	14.84	15.78	16.61	17.14
<b>Range 2</b>	11.98	12.71	13.26	13.89	15.12	15.97	16.86	
<b>Range 3</b>	12.22	12.89	13.46	14.16	15.33	16.19	17.14	
<b>Range 4</b>	12.45	13.20	13.81	14.40	15.66	16.56	17.50	
<b>Range 5</b>	13.97	14.76	15.44	16.19	17.48	18.49	19.57	
<b>Range 6</b>	15.38	16.31	17.01	17.84	19.29	20.44	21.62	

Longevity Year	Monthly Amount
11	\$ 68.00
16	\$ 104.00
21	\$ 140.00
26	\$ 177.00
30	\$ 200.00

Note 1: Monthly computations are based on 8 hours a day, 12 months per year; 2080 hours per year.

Note 2: Instructional Aides; Migrant Tutors & Special Program Aides who receive certification will receive an additional \$.75 (cents) per hour.

Note 3: Custodians who work 50% of their shift after 5 p.m. will receive an additional \$.25 (cents) per hour

## APPENDIX B

- Range 1 Cafeteria/Kitchen helper; Custodian
- Range 2 Instructional Aide; Migrant Tutor; PE Aide; Yard/Cafeteria Supervisor
- Range 3 Library Aide; Resource Aide; Migrant Community Aide/Tutor; Migrant Records
- Range 4 Library Tech; Projects/Resource Secretary
- Range 5 Bus Driver; Custodian/Maintenance
- Range 6 Bus Driver; Custodian/Maintenance Assistant Supervisor (Attendance Clerk/Health Aide-new position 9-15-11)

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