

AGREEMENT

BETWEEN

WINDSOR UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION

WINDSOR CHAPTER NO. 673

November 1, 2014 to October 31, 2017

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**AGREEMENT**

The Articles and provisions contained herein constitute a bilateral and binding agreement hereinafter referred to as the "Agreement" by and between the Windsor Unified School District, hereinafter referred to as the "District", and the California School Employees Association and its Windsor Chapter No. 673, hereinafter referred to as "CSEA" or "Association". This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

1 **ARTICLE 1**

2 **RECOGNITION**

- 3 1. The District recognizes the CSEA as the exclusive representative of all classified  
4 employees. Excluded from the CSEA bargaining unit are all management, substitutes,  
5 short term, and confidential employees. Excluded also are part-time playground/yard  
6 positions exclusively employed in such capacity and apprentices or professional  
7 experts employed on a temporary basis for a specific project.
- 8 2. "Substitute employees" refers to persons employed to replace any bargaining unit  
9 member who is temporarily absent from duty. In addition, if the District is then  
10 engaged in a procedure to hire a permanent employee to fill a vacancy in any  
11 classified position, the Governing Board may fill the vacancy through the  
12 employment, for not more than sixty (60) calendar days, of one or more substitute  
13 employees.
- 14 3. The unit as recognized by the District may be modified by
- 15 a. Mutual agreement of the parties, or
  - 16 b. A decision rendered by the Public Employment Relations Board concerning  
17 any disputed positions.
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1 **ARTICLE 2**

2 **MANAGEMENT RIGHTS**

- 3 1. It is understood and agreed that the District retains all of its powers and authority to  
4 direct and control to the full extent of the law. Included, but not limited to, those duties  
5 and powers are the rights to: direct the work of its employees; determine the method,  
6 means and services to be provided; establish the educational philosophy and the goals  
7 and objectives; insure the rights and educational opportunities of students; determine  
8 the staffing patterns; determine the number and kinds of personnel required; determine  
9 the classification of positions; maintain the efficiency of the District operation;  
10 determine the curriculum; build, move or modify facilities; develop a budget; develop  
11 and implement budget procedures; determine the methods of raising revenues and  
12 contract out work. In addition, the District retains the right to hire, assign, evaluate,  
13 promote, terminate and discipline employees, and to take action on any matter in the  
14 event of an emergency.
- 15 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by  
16 the District, the adoption of policies, rules, regulations, and practices in furtherance  
17 thereof, and the use of judgment and discretion in connection therewith, shall be  
18 limited only by the specific and express terms of this Agreement, and then only to the  
19 extent that such specific and express terms are in conformance with the laws of the  
20 State of California.
- 21 3. The District retains its right to amend, modify or rescind policies and practices  
22 referred to in this Agreement in cases of emergency.
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1 **ARTICLE 3**

2 **WAGES**

3 **Section 1 - Salary Schedule**

- 4 1. Unit member Classification and corresponding Ranges shall be attached hereto as  
5 Appendix A.
- 6 2. The current salary schedule shall be attached hereto as Appendix B.
- 7 2.1 The percentage (%) raise negotiated in any fiscal year shall generally  
8 commence on July 1 of the year being negotiated unless otherwise agreed.
- 9 2.2 Retroactive pay, if any, shall reflect all hours worked including extra time and  
10 overtime. Such extra time and overtime shall be paid as a bonus to the unit  
11 member.
- 12 3. A five percent (5%) shift differential shall be paid for any scheduled hours worked  
13 between 8:00 p.m. and 6:00 a.m. Shift differential shall be considered as part of base  
14 pay.
- 15 4. A split shift differential of \$10.87 per day shall be paid to any unit member who is  
16 required by the district to work two (2) distinct partial shifts during the same day and  
17 within the same classification and same position when the shifts are split by one (1)  
18 hour or more including an unpaid lunch period. Any future adjustment to the salary  
19 schedule shall be applied to the split shift differential.
- 20 5. The District will recognize a unit member's service and contribution to the District by  
21 establishing additional service columns on the salary schedule as identified in  
22 Appendix B, Step F through J. Any further salary schedule adjustments shall be  
23 applied to the salary schedule inclusive of all columns.
- 24 6. If a unit member performs the duties of a higher classification for one full work shift  
25 or more, the unit member shall be placed on the first step of the higher classification or  
receive his/her current salary plus five percent (5%) whichever is greater. If a unit  
member performs the duties of a lower classification during the unit member's regular  
work hours, the unit member shall be paid their regular wage.

1 7. When a unit member works beyond their regular hours in a classification other than  
2 their regular classification, they shall be paid on the appropriate range for that  
3 classification, at the step of their regular classification.

4 8. Unit members who serve on site councils or other school governance groups shall be  
5 paid the same stipend, if any, as certificated, non-administrative employees who  
6 perform the same role.

7 9. Initial placement on the salary schedule may be offered for verified experience for up  
8 to four (4) years outside the district.

9 10. Based on the identified need for bilingual or bi-literate service, the Superintendent or  
10 designee may employ a qualified unit member. The District shall maintain full  
11 discretion over the identification and selection of unit members performing these  
12 services. The District will establish minimum standards for bilingual, bi-literate or  
13 translation services in the form of a written and/or oral examination. Unit members  
14 that demonstrate the skills to communicate orally at a basic conversational level and  
15 who serve in this capacity during their regular work hours will receive a stipend of  
\$650 per year (pro-rated for part-time employees).

16 10.1 Unit members that demonstrate the skills to communicate orally and in writing  
17 necessary to maintain a smooth functioning school office and who serve in this  
18 capacity during their regular work hours will receive a stipend of \$800 per year  
(pro-rated for part-time employees).

19 10.2 Unit members that demonstrate the skills to translate professional documents  
20 and who serve in this capacity shall receive hourly compensation identical to  
21 compensation offered to certificated employees for similar translation services.

22 11. On or after January 1, 2002, CALPERS 457 Plan will be available on a voluntary basis  
23 to all unit members. All unit members electing to participate in this program shall  
24 submit a letter to the District.



1 Section 2 - Tools Equipment Uniforms and Expenses

- 2 1. The District shall provide all tools, equipment, supplies, protective gear, and uniforms,  
3 if required by the District, that are reasonably necessary to unit members for the  
4 performance of their duties. Mileage shall be reimbursed at the established rate when  
5 a unit member drives his/her personal automobile on District business or when driving  
6 beyond the primary work site.
- 7 2. If any unit member is required by the District or by law to take a physical  
8 examination, to be fingerprinted, tested, or to complete required training or testing as a  
9 condition of employment or continued employment, the unit member shall be  
10 reimbursed by the District by filing a written request.
- 11 3. The District will either reimburse or provide those unit members, who as a  
12 requirement of their position need rain gear, of up to \$45 per unit member per year; of  
13 up to \$100 per year for work boots for the positions in the groundskeeper,  
maintenance, mechanic and warehouse areas.

14 Section 3 - Inservice Training

- 15 1. All unit members shall have one (1) paid in-service/orientation day equivalent to their  
16 regular hourly assignment, exclusive of yard duty hours, prior to the commencement  
17 of each school year.
- 18 2. Bus drivers, upon the approval of his/her supervisor, may exchange inservice training  
19 days for an equal number of paid hours on another day for training to maintain their  
20 drivers certificate. In-service trainings shall be available to all drivers. The District  
21 shall ensure that employees have equal opportunity to attend in-service trainings.
- 22 3. Unit members who attend inservice training for a period of time exceeding their  
23 normal workday shall receive an equivalent amount of time-off with pay under the  
24 following conditions:
- 25 a. That the time-off be arranged with the mutual consent of the unit member and  
his/her supervisor.
  - b. The time will be taken on a workday having the least impact on pupils.

1 c. If the unit member leaves the employment of the District prior to taking the  
2 time-off, he/she shall be paid for the time at the unit member's straight time  
3 rate.

4 4. One (1) staff development buy back day for instructional assistant classifications who  
5 will be paid \$100 or appropriate hourly rate, whichever is greater, to be paid off the  
6 salary schedule for attending a full seven (7) hour instructional day as long as State  
7 funding is available.

8 Section 4 – CPR/First Aid

9 Unit members who have CPR/First Aide identified within their job description, as  
10 listed in Appendix H, shall be required to maintain CPR/First Aid certification. The  
11 District will cover the cost of the training and the unit member shall be paid for their  
12 time. If a unit member is not available to take the class on the day provided by the  
13 District it is the unit member's responsibility to take the class on their own time at  
14 their own expense.  
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1 **ARTICLE 4**

2 **HOURS**

3 **Section 1 - Assigned Hours**

- 4 1. Regular full time bargaining unit members shall be assigned to work eight (8) hours  
5 per day for five (5) consecutive days each week, for a total of forty (40) hours per  
6 week. The workweek runs from Monday through Friday. The District may propose  
7 an alternative work week (i.e., Tuesday through Saturday) for specified positions  
8 through negotiations with CSEA.
- 9 2. All unit members who work more than 5 hours per day shall be assigned an  
10 uninterrupted and unpaid meal period of not less than 30 minutes, except if the total  
11 work period of the day is no more than 6 hours, the meal period may be waived by  
12 mutual consent of both the district and the unit member.
- 13 3. All bargaining unit members shall be assigned a paid fifteen (15) minute rest period  
14 for each four (4) consecutive hours of service during each workday or major fraction.
- 15 4. Each unit member shall receive a District Academic Calendar. Unit members whose  
16 schedule does not follow the District Academic Calendar will receive a calendar  
17 showing the days they are expected to work. The calendars shall be distributed no less  
18 than thirty (30) days prior to the first day of the WUSD school calendar.

19 *Exceptions: NCC Transportation*

- 20 5. Paraeducators employed as of December 9, 1994 shall be assigned to a minimum  
21 workday of three and three quarter (3-3/4) hours over a maximum period of four and  
22 one-half (4-1/2) hours. A fifteen (15) minute paid rest period shall be provided in  
23 addition to an unpaid meal period of thirty (30) to forty-five (45) minutes. Yard duty  
24 or other forms of duty supervision shall be in addition to the three and three-quarter  
25 (3-3/4) hour minimum workday. Paraeducators employed on or after December 10,  
1994 shall be assigned to a minimum workday of two (2.0) hours per day.
6. A Paraeducator who works as a one-to-one assistant may, if requested by the site  
administrator or case manager, attend an IEP meeting for their assigned student.

1 Paraeducators shall be asked for written input prior to annual and triennial IEP  
2 meetings. The Paraeducator shall be compensated for attending IEP's that cause them  
3 to extend beyond their regular workday.

4 7. Yard duty shall be posted in accordance with the contract.

5 8. Paraeducators assigned more than 3-3/4 hours shall continue with the current number  
6 of hours assigned.

7 9. At the end of each school year, the district shall determine the need for Paraeducators  
8 at each school site. Unit members will remain at their current site with their current  
9 hourly assignment, except where the unique student need or operational requirement at  
10 a particular site has been identified, in which case the assignment in question shall  
11 comport with the guidelines set forth by Article 7, Section 2 of this agreement. Each  
12 year prior to the last day of school, the district shall provide all Paraeducators a list of  
13 all positions made available as a result of student movement. Paraeducators may  
14 submit a request for transfer in accordance with Article 7, Section 1 whereby seniority  
15 will be the determining factor for granting transfers however the District may deny a  
16 transfer if a Paraeducator has worked with a particular student for two or more years.

16 9.1 The District shall provide Paraeducators with ongoing information or  
17 training pertaining to the individual needs of students with disabilities.

18 10. In the event that a Paraeducator's assignment is adversely impacted by the mid-year  
19 modification or discontinuance of a student's service hours as identified in the IEP or  
20 other reasons, the special education coordinator and site administrator shall attempt to  
21 determine an alternate use for that Paraeducator's assigned hours at her/his current  
22 school site or at other sites for the remainder of the year. Involuntary transfers  
23 (Article 7, Section 2) or layoffs/reduction in hours (Article 14) shall only be  
24 implemented when the district has investigated and determined a lack of satisfactory  
25 alternatives.

11. A unit member who works an average of thirty (30) minutes or more per day (other  
than as a substitute) in excess of his/her regular part-time assignment for a period of

1 twenty (20) consecutive working days or more shall have his/her regular assignment  
2 adjusted upward to reflect the longer hours, effective with the next pay period.

3 12. A part-time unit member or unit member not scheduled to work may be eligible to  
4 substitute for another unit member during non-work periods. Such unit member may  
5 also be eligible for suitable work outside of his/her classification during non-work  
6 periods.

7 13. The District shall give at least forty-eight (48) hours written notice to each unit  
8 member of any proposed change in the school calendar that may impact the working  
9 conditions/hours of the unit member.

10 14. The District will allow members of the bargaining unit whose work shift extends after  
11 5:15 p.m. to reschedule their work shift, by up to two (2) hours, so they may attend  
12 CSEA chapter meetings.

13 15. Actual time worked, if not in quarter hour increments, shall be rounded to the next  
14 quarter hour.

#### 14 Section 2 - Overtime

15 1. A unit member shall be paid time and one-half (1-1/2) for hours worked in excess of  
16 eight (8) hours, and double time for hours in excess of twelve (12) hours on a regularly  
17 scheduled workday.

18 2. A unit member shall be paid time and one-half (1-1/2) for hours worked in excess of  
19 forty (40) hours worked during a workweek of five (5) days.

20 3. If a unit member works on the sixth (6th) and/or seventh (7th) day after his/her  
21 scheduled workweek, the unit member shall be paid time and one-half (1-1/2) for  
22 hours worked regardless of the number of hours worked during the first five (5) days  
23 and double time for work performed in excess of eight (8) hours on the seventh (7th)  
24 day.

25 4. If a unit member works overtime or extra time (as defined in Section 3), the unit  
member shall have the right to either to be paid for the overtime or to take  
compensatory time at the appropriate rate. If the unit member has chosen

1 compensatory time-off they shall obtain the prior approval of his/her immediate  
2 supervisor with respect to the specific time/s when the compensatory time-off is taken.  
3 If the unit member's request for compensatory time-off cannot be honored for the  
4 specific time/s requested by the unit member, the unit member shall be paid for his/her  
5 earned time at the appropriate overtime rate.

6 4.1 In accordance with the provisions of the Fair Labor Standard Act (FLSA), no  
7 unit member may accumulate more than 240 hours of compensatory time-off  
8 with respect to overtime hours. Upon reaching the 240 hour figure, the unit  
9 member shall be paid for all overtime earned.

10 4.2 Compensatory time remaining at the end of the fiscal year shall be paid at the  
11 appropriate rate of pay.

12 5. Overtime may be offered to a unit member as an extension of his/her regular shift.  
13 Overtime that is not an extension of a regular shift shall first be offered to bargaining  
14 unit members within the classification at the site that the overtime is to be worked. If  
15 no bargaining unit member within the classification at the site accepts the overtime it  
16 shall then be offered District-wide, within the classification. The district may  
17 simultaneously post for overtime hours district-wide for all classifications, however  
18 overtime hours shall be assigned in accordance with this article. If no bargaining unit  
19 member, District-wide, within the classification accepts the overtime it shall then be  
20 offered District-wide to qualified members of the bargaining unit. If no bargaining  
21 unit member accepts the overtime the District may then offer the overtime outside of  
22 the bargaining unit.

23 6. When a unit member works overtime, other than as an extension of their regular shift,  
24 for each segment of the overtime the unit member shall have the option of working  
25 and being paid for two (2) hours or being paid a minimum of one (1) hour for working  
the actual time required to complete the assigned tasks. The unit member shall inform  
their supervisor of the option chosen when they accept the overtime.

1 7. The District shall make every effort to ensure that there is an equal distribution of  
2 overtime.

3 Section 3 - Extra Time

- 4 1. Extra time is any time worked beyond a bargaining unit member's regular shift that is  
5 not overtime.
- 6 2. Extra time shall be offered to bargaining unit members in the same manner as  
7 overtime.

8 Section 4 - Call Back

- 9 1. Any unit member called back to work after completion of their regular assignment  
10 shall be compensated for at least two hours of work at the appropriate rate of pay  
11 under this Agreement.

12 Section 5 - Driver Route Assignments

- 13 1. Seven (7) business days prior to the first day of WUSD student instruction the District  
14 shall post the route sheets for all bus routes with the total contract hours and size, type  
15 and number of the vehicle assigned and indicate if the route is restricted.

16 Due to the nature of special education students, the District in consultation with the  
17 Director of Special Education, will identify and communicate to the Transportation  
18 Supervisor those special education routes that would restrict drivers from driving on  
19 field trips that conflict with his/her normal daily schedule.

20 Special education route sheets shall include schools served; student's names,  
21 addresses, and parent/guardian phone numbers. A calendar for the route encompassing  
22 the calendars for all schools the route serves shall be included with the initial route  
23 sheet.

24 On the fifth business day prior to the first day of WUSD student instruction the  
25 District will open the bidding process for all routes. Beginning at 7:00 a.m. to 11:00  
a.m all drivers will bid for routes starting with the most senior driver in descending  
order until all routes are bid. All drivers will be given a ten (10) minute appointment

1 block for their bidding time. Drivers will receive payment for one half hour (30  
2 minutes) at their regular rate of pay for attending the bid process.

- 3 2. Drivers unable to attend bidding may place their bidding instructions in a sealed  
4 envelope and sign the list maintained by the Transportation Supervisor. Failure to  
5 do so will result in that driver being passed over.
- 6 3. Drivers may bid on any combination of work up to, but not over eight (8) hours per  
7 day, or up to forty (40) hours per week.
- 8 4. On the bidding day drivers will attend an annual District provided drivers' orientation  
9 and in-service program regarding routes and safety requirements. Drivers will receive  
10 payment for actual time spent in orientation and in-service which will be a minimum  
11 of four (4) hours.
- 12 5. For the purpose of indentifying the official workdays for special education drivers, the  
13 District will designate the routes and its calendar for the current school year. Should  
14 the school calendar change during the academic year, the driver will be given a new  
15 calendar. Route calendar changes affecting a driver's personal financial commitments  
16 (reservations) will be accommodated by the District.
- 17 6. Special Education drivers shall receive written notice of route changes necessitated by  
18 a student's IEP, and an updated route sheet, any route restrictions, and calendar will  
19 be provided prior to implementing the route change.
- 20 7. After route bidding is complete, there will be a six week window period that starts on  
21 the first day of school in accordance with the WUSD school calendar. During the  
22 window period the routes and the hours of the routes may be changed. At the  
23 conclusion of the six week window period the drivers of routes that have an increase  
24 or decrease in their daily work hours of thirty (30) minutes or more per day shall be  
25 subject to bumping rights and the affected routes shall be posted per contract. During  
the-process of bumping, all routes, regular education and NCC, shall be available to all  
drivers based on seniority.
8. a. After the expiration of the six week window period a route may be decreased but the  
driver will continue to be paid for the hours set at the close of the six week window  
period. Drivers with routes decreased in this manner will be assigned appropriate  
work for the paid non-driving hours.



1 b. After the expiration of the six week window period, routes may be increased;  
2 changes thirty (30) minutes or greater will be posted for bid.

3 c. During this posting/bumping process open routes may have their hours decreased if  
4 it is warranted.

5 9. a. When a new route segment has been established, that would fit on more than one  
6 route, the segment shall be posted and assigned to the most senior driver providing a  
7 notification of interest. If there is no driver interested in the segment, it shall be  
8 assigned to the least senior driver.

9 b. On a day when a NCC driver is not available for a segment of their route, the  
10 segment shall be offered to the most senior driver with time on their route that day.

11 10. Each driver is encouraged to wash the exterior of his/her bus at least once a month.  
12 The driver will be paid the regular rate of pay for the actual time it took to wash the  
13 bus up to one hour. For those unit members unable to wash buses (i.e. medical  
14 disability) this policy may be waived.

15 11. Bus evacuation is a requirement of each driver's job description and is  
16 essential to the District's risk management responsibilities. Each driver shall in-  
17 service student riders based on an evacuation schedule developed collaboratively with  
18 school principals and the Transportation Supervisor or Designees during the first  
19 trimester (12 weeks of school). Each evacuation session on the schedule shall be no  
20 longer than thirty (30) minutes and there shall be no more than four (4) consecutive  
21 sessions in one day. The initial evacuation schedule for each school site shall be  
22 posted two (2) weeks in advance of the scheduled evacuation dates unless mutually  
23 agreed to a shorter period. All WUSD drivers, NCC and regular education, shall be  
24 required to execute a minimum of nine (9) evacuation sessions. This number may be  
25 adjusted up or down according to school site enrollment each year. Drivers shall be  
paid at the appropriate rate of pay for any extra time/overtime incurred for providing  
this safety training requirement.

12. Driver's daily schedule shall include the following times to check out his/her bus:

- Busses with hydraulic breaks - 15 minutes
- Busses with air breaks – 20 minutes
- Busses with chair lifts – additional 5 minutes

1 Also included in the driver's daily schedule will be a minimum of ten (10) minutes to  
2 close down the bus at the end of the day.

3 Section 6 - Special Trips

- 4 1. Special Trips are bus trips not related to regular daily runs.
- 5 2. Bus Drivers wishing to drive for special trips may sign up for said trips. There will be  
6 four (4) rotating lists, one for day trips and one for late afternoon/evening trips which  
7 commence at 2:00 p.m. or later, one for trips requiring the special needs bus, and one  
8 for one-way drop offs. Each driver shall be placed on a list in order of seniority, as  
9 determined by the most recent District Seniority List. If there are one or more trips  
10 available to a driver on each of these lists that are conflicting, the drivers will indicate  
11 their first, second, and their preferences when listing trips for which they are available.
- 12 3. Beginning with the start of the regular year, special trips will be offered to the first  
13 driver of the appropriate rotating list. The special trips shall be posted twenty-four  
14 (24) hours prior to assigning the trips for the next week (i.e. trips assigned at 9:00 a.m.  
15 Friday shall have been posted before 9:00 a.m. Thursday). Drivers shall indicate their  
16 availability for special trips in writing prior to trip assignment. If a driver rejects the  
17 trip, that driver's name shall be passed by and be placed at the bottom of the eligibility  
18 list for special trips. The trip shall go to the next driver on the list who is willing to  
19 accept the trip.
- 20 4. Bus drivers with regularly scheduled District transportation runs shall have right of  
21 first refusal of special trips in accordance with paragraph #3 above, unless the driver  
22 has a restricted route. Special trips will be assigned to substitute drivers or other  
23 qualified unit members only when a regularly scheduled driver is not available. In the  
24 case where no qualified substitute driver is available, the District has the discretion to  
25 make arrangements to cover the special trip need. The District will make every  
reasonable effort to train and recruit additional substitute drivers. Other District  
positions shall only be utilized in emergency situations as determined by the District.

1 4.1 If a driver is unable to take an assigned special trip due to district business,  
2 approved union business, or required training/testing, the driver who lost the  
3 trip shall be brought to the top of the rotation list for the next weeks bidding.

4 4.2 In Paragraphs 4.1 no drivers shall lose a trip because they already had a trip on  
5 the day they return because of regular rotation. If that should happen, the  
6 driver will automatically be advanced to the next week's trip selections for  
7 assignment. This process will repeat until the driver has been compensated for  
8 the lost trip.

9 5. Special or late notice trips added after the assignments for the week have been  
10 assigned shall be posted separately on a "Weekly Late Notice" trip board and will be  
11 offered to the next driver in rotation. Any driver accepting or rejecting a late posting  
12 shall not lose their place on the rotation list for the following week.

13 6. Special trips shall be paid at the appropriate rate of pay. Pay shall be from the  
14 beginning of the special trip until securement after completion of the assigned special  
15 trip. Bus drivers may leave an area to have a meal once all students are clear of the  
16 area and after they inform the teacher in charge that they are leaving and where they  
17 expect to go for their meal break. Bus drivers should find a location that is generally  
18 within ten (10) minutes of the field trip by bus. Bus drivers leaving the area will carry  
19 with them a communication device. Drivers are not to leave the special trip bus until  
20 the students are turned over to the teacher in charge of the special trip.

21 7. In cases where a special trip has been accepted by a Driver and that trip is canceled  
22 with notice of twenty-four (24) hours or more, the assigned driver(s) shall be offered  
23 the next available trip and shall maintain his/her place on the rotation list.

24 7.1 In cases where notice of cancellation is less than 24 hours prior to the  
25 scheduled trip, the assigned driver(s) shall be offered the next available trip  
and shall maintain his/her place on the rotation list and shall be paid for one  
hour of service at the regular appropriate hourly rate.

1 7.2 In a case where a special trip is canceled or postponed after the driver actually  
2 reports for special trip duty and has prepared the bus for such trip, or if a  
3 special trip scheduled on a non-student day is cancelled with a notice of two  
4 (2) hours or less prior to the driver's scheduled arrival at work, the driver shall  
5 be offered the next available trip and shall maintain his/her place on the  
6 rotation list and shall be paid for two hours of service at the regular and  
7 appropriate hourly rate.

8 7.3 In a case where a special trip assigned to a regular driver is canceled with  
9 notice of 24 hours or more, and there is another special trip that day, at the  
10 same approximate time, that is assigned to a substitute bus driver, with the  
11 exception of contracted vendors, the regular driver shall be offered the special  
12 trip provided the regular driver had originally signed up for that special trip as  
13 an alternate for the day. The special trip for the substitute bus driver shall then  
14 be canceled.

15 8. When the services of a unit member Driver-Instructor are required, such services shall  
16 be rotated equally among all unit member Driver-Instructors.

17 9. Bus drivers who work summer session shall rotate special trips in accordance with this  
18 section.

19 9.1 When there are no summer drivers available for a special trip, bus drivers who  
20 have notified the District that they are interested in summer special trips shall  
21 be offered the trips on a rotational basis by seniority.

22 10. Health and Welfare benefits for bus drivers for extra hours is addressed in Article 5,  
23 Paragraph 10.

24 11. Special trips on a single holiday or non-student day will be assigned in the following  
25 manner:

11.1 Each single holiday or non-student day special trip will be posted a minimum  
of 14 days prior to the trip.

1 11.2 Drivers willing to work holiday or non-student day trips will sign up for single  
2 holiday or non-student day special trips by placing their names on the field trip  
3 rotation list. The trips will then be assigned in rotation.

4 Section 7 - Work During Other Than Regular School Year

5 1. When the District requires work normally and customarily performed by unit members  
6 during the winter, spring and summer breaks, it shall offer the work to bargaining unit  
7 members within the classification needed on the basis of seniority. If no one within  
8 the classification is available, the District shall offer the work to bargaining unit  
9 members on the basis of qualifications. If the qualifications of unit members applying  
10 for work out of class are judged to be equal, the most senior applicant shall receive the  
11 assignment.

12 1.1 Regarding student advisor vacancies during summer school, the high school  
13 and middle school student advisor positions will be filled by employees who  
14 occupied those positions at each site during the regular school year. If the  
15 student advisor(s) at either or both sites were not available for that position, the  
16 District would then follow the routine posting/selection process. If both  
17 student advisors at each site apply for the one student advisor vacancy, the  
18 most senior student advisor on that site would have priority to the assignment.  
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1 **ARTICLE 5**

2 **HEALTH AND WELFARE**

3 1a. Medical Coverage:

4 The District shall pay ninety percent (90%) of all medical premium costs and unit  
5 members shall be responsible for paying ten percent (10%) of all medical premium  
6 costs for full-time employees.

7 1b. Open enrollment for health care benefits will be within the months of August and/or  
8 September of each year.

9 2. Dental Coverage: The District will provide a fully-paid Delta Dental Plan to full time  
10 unit members and dependents.

11 3. Vision Coverage: The District will provide a fully-paid Vision Service Plan (VSP) to  
12 all unit members who work four (4) or more hours per day and their dependents.

13 4. Benefits for Part-Time Unit Members: The District will pay the medical and dental  
14 premiums for the unit member working four (4) or more hours per day and their  
15 dependents, for the plan in which they are enrolled on a prorated basis. The pro-ration  
16 is based upon a seven (7) hour work day as full time computed on hours worked  
17 rounded up to the next quarter (1/4) hour if not already on the even quarter (1/4) hour.

18 5. The District agrees to deduct from unit member paychecks and to pay the unit  
19 member's deduction into the State Disability Insurance Program for all unit members  
20 in the bargaining unit.

21 6. Upon request, the District shall negotiate with the Association any proposed change in  
22 insurance carriers.

23 7. Summer Payment of Premiums

24 a. The District shall pay the full premium for all unit members enrolled in the  
25 Vision Plan.

b. The District shall pay the same share of premium for the unit members  
enrolled in the Medical and Dental Plan that is paid during the school year.

c. The employee's share of health benefits shall be prorated over ten months.

1 8. Unit members who drop medical coverage shall be responsible for their subsequent re-  
2 enrollment in the medical plan which shall be subject to the re-enrollment rules and  
3 regulations of the provider.

4 9. Unit members who are not enrolled in a medical plan shall be eligible to enroll in a  
5 medical plan at the open enrollment period or when there is a change in personal or  
6 employment status as defined by the insurance carrier(s).

7 10. Due to the negotiated effects of layoffs that occurred when the District moved from  
8 half-day kindergarten to full day kindergarten, based on the time bus drivers put in  
9 extra hours beyond their regular duty assignments during the school year, on a  
10 quarterly basis, the amount of such time shall be factored into the percentage of time  
11 worked for purposes of the District's contribution toward health and welfare benefits.

12 a. Extra hours worked in a quarter shall be used for the subsequent quarter's  
13 health and welfare contribution amount of the District.

14 b. The percentage paid by the District as of the end of the quarter ending on June  
15 30 of each year shall be utilized for the District's contribution for the July to  
16 December time period.

17 11. With carrier approval, unit members who are not eligible for District-paid benefits  
18 may upon retirement participate in the District's Health, Dental and Vision plan at  
19 their own expense.

20 12. Retirement Provisions

21 a. Unit members who retire after 20 years of service with the District and  
22 immediately take a service retirement with PERS shall be eligible for 80%  
23 District paid health and welfare benefits for the retiree and spouse or retiree's  
24 unmarried surviving spouse for five (5) years or until the unit member is  
25 eligible for Medicare coverage, whichever is earlier.

1 **ARTICLE 6**

2 **LEAVES**

3 **Section 1 - Sick Leave**

- 4 1. Full time unit members shall be entitled to one (1) day of sick leave for each month of  
5 service.
- 6 2. Part-time unit members shall accumulate and receive sick leave on the basis of the  
7 number of hours they work per day (i.e. a 4 hour per day unit member will be paid for  
8 four hours when using sick leave and shall accumulate four hours of sick leave for  
9 each month worked.)
- 10 3. Unit members may accumulate unused sick leave without limitation. However, a new  
11 unit member of the District shall not be eligible to take more than six days until the  
12 first day of the calendar month after completion of six months of active service with  
13 the District.
- 14 4. Unit members hired prior to July 1, 1980, may convert unused sick leave to retirement  
15 credit in accordance with Government code Section 20862.5, or its successor, if the  
16 unit member is filing a request for retirement.
- 17 5. All unit members in the bargaining unit shall comply with Appendix C of this  
18 Agreement when reporting illness or injury absences.
- 19 6. Any unit member shall be permitted to transfer any verified accumulated sick leave  
20 from a previous California school district employer in accordance with Education  
21 Code Section 45202 or its successor.
- 22 7. Each unit member shall be notified of the number of sick leave days he/she has  
23 accumulated. The report shall be in writing and shall be provided annually.
- 24 8. See Section 11 (Vacations) of this Article for additional vacation days for non-use of  
25 sick leave.



1 Section 2 - Extended Illness Leave

- 2 1. When a unit member is absent because of illness, injury or quarantine for a period of  
3 one hundred (100) scheduled working days or less, the amount deducted from the unit  
4 member's salary shall not exceed the sum which is actually paid a substitute employee  
5 hired to fill the position during the absence. In no event will the substitute salary for  
6 the purposes of such deduction under this leave exceed Step I of the salary schedule  
7 for that classification.
- 8 2. The use of extended illness leave shall begin when accumulated sick leave, vacation  
9 time, compensatory time and other paid leave has been exhausted, but the total period  
10 of extended illness leave shall not extend beyond 100 scheduled working days from  
11 the first day of illness, injury or quarantine, with the exception of the days of absence  
12 for industrial accident or illness leave.
- 13 3. The District may require the unit member to provide verification of the continuing  
14 illness, injury or quarantine.

14 Section 3 - Industrial Accident and Illness Leave

- 15 1. A unit member suffering an injury or illness arising out of and in the course and scope  
16 of his/her employment shall be entitled to a leave of up to 60 working days in any one  
17 fiscal year for the same accident or illness. This leave shall not be accumulated from  
18 year to year, and when any such leave will overlap a fiscal year, the unit member shall  
19 be entitled to only the amount remaining at the end of the fiscal year in which the  
20 injury or illness occurred.
- 21 2. Payment for wages lost on any day shall not, when added to an award granted the unit  
22 member under the Workers' Compensation Laws of this State, exceed the normal  
23 wages for that day.
- 24 3. The industrial accident or illness leave is to be used in lieu of normal sick leave  
25 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 may  
then be used. If, however, a unit member is still receiving temporary disability

1 payments under the Workers' Compensation Laws of the State at the time of the  
2 exhaustion of benefits under this section, his/her accumulated and available normal  
3 sick leave and vacation leave which, when added to the Workers' Compensation  
4 award, provides for a day's pay at the regular rate of pay.

- 5 4. Any time a unit member on industrial accident or illness leave is able to return to  
6 work, he/she shall be reinstated to his/her position without loss of pay or benefits.

7 Section 4 - Maternity/Paternity Leave

- 8 1. At the unit member's request, maternity leave may be granted at any time after  
9 pregnancy is established with reasonable certainty. The length of leave shall be  
10 established by mutual agreement between the unit member and the administration,  
11 utilizing the written advice of a consulting physician or medical practitioner.
- 12 2. The unit member shall receive no compensation while the leave is in effect, but shall  
13 maintain her status on the salary schedule.
- 14 3. A maternity leave may be requested to begin at any time after pregnancy is confirmed.  
15 The unit member is expected to give at least thirty (30) days advance notice. The unit  
16 member may work as long as she can perform all duties and responsibilities as  
17 confirmed by her physician or medical practitioner. If there is doubt, the District may  
18 require an examination by a qualified physician at its expense.
- 19 4. The unit member may return to work as soon after termination of the pregnancy as she  
20 wishes provided she presents a confirmation from her physician or medical  
21 practitioner that she can perform all duties and responsibilities. If there is doubt, the  
22 District may require an examination by a qualified physician, at its expense. The unit  
23 member shall give the District at least fifteen (15) days advance notice of the date she  
24 wishes to return.
- 25 5. Maternity leave may continue for a maximum of one (1) calendar year.
6. A unit member may request and shall be granted use of accumulated sick leave for  
disabilities caused or contributed to by the pregnancy, miscarriage, abortion, childbirth

1 or recovery there from. Evidence of disability must be supported by a written  
2 statement from her physician or medical practitioner.

3 Section 5 - Bereavement Leave

- 4 1. Each member of the bargaining unit shall be entitled to three (3) days bereavement  
5 leave or five (5) days if out of state travel or 300 miles or more of travel is required  
6 with full pay when absent, when such absence is caused by the death of a member of  
7 his/her immediate family. Members of his/her immediate family are spouse, mother,  
8 mother-in-law, father, father-in-law, grandmother, grandfather, sister, sister-in-law,  
9 brother, brother-in-law, daughter, daughter-in-law, son, son-in-law, grandchild, aunt,  
10 uncle, niece, nephew, stepmother, stepfather, of the unit member or spouse or any one  
11 living in the immediate household of the unit member or anyone who over a period of  
12 time has held a place of such a member. The three (3) days of Bereavement leave  
13 shall be extended to five (5) days for the death of the employee's spouse, or death of  
14 the employee's or spouse's child, or parent. This is in addition to any other leave.

14 Section 6 - Personal Necessity Leave

- 15 1. In any calendar year, up to seven (7) days of accumulated sick leave may be used by a  
16 unit member, at his/her election, in cases of compelling personal necessity. Personal  
17 Necessity leave shall be taken for reasons that the unit member cannot reasonably be  
18 expected to ignore and cannot be dealt with outside of the regular workday. Personal  
19 Necessity Leave shall not be used solely as an extension of a local, state or federal  
20 holiday.

21 Unit members shall not be required to secure advance permission for leave taken for  
22 the following reasons:

- 22 a. Death or serious illness of a member of his/her immediate family as defined in  
23 Section 5 of this Article.  
24 b. Accident, involving his/her person or property, or a member of his/her  
25 immediate family.

1 2. All other personal necessity leave requests shall be made at least 48 hours prior  
2 (except in unusual circumstances) to the effective date of the request. CSEA  
3 Leadership and District administration will work collaboratively to publicize the  
4 appropriate use of Personal Necessity Leave to all classified staff.

5 Section 7 - Jury Duty

6 1. Unit members who are called to serve on a jury shall be entitled to be absent from duty  
7 without loss of pay.

8 Section 8 - Military Leave

9 1. A unit member shall be entitled to any military leave provided by law and shall retain  
10 all rights and privileges granted by law arising out of the exercises of military leave.

11 Section 9 - Unpaid Leave

12 1. All unpaid leave requests, including the reasons therefore, shall be submitted in  
13 writing to the Human Resources Department. Unpaid leave for up to ten (10) working  
14 days shall be granted at the discretion of the Superintendent/designee. Unpaid leave  
15 for a period of more than ten (10) working days shall be submitted to the Board of  
16 Trustees for action.

17 2. Unit members on an approved unpaid leave who wish to continue participation in  
18 health, dental or vision benefit programs are responsible for full and timely payment  
19 of premiums during such leave. Failure of the unit member to make such payments to  
20 the Business Office will result in loss of such benefits.

21 3. A unit member on an unpaid leave over 60 days shall notify the District in writing no  
22 less than 30 days prior to the expiration of their leave of their intent to return to their  
23 position. Failure to provide such written notice shall constitute an automatic  
24 resignation.

25 Section 10 - Holiday Leave

1. The District shall provide a minimum of twelve (12) holidays during each fiscal year  
at the same rate of pay as would have been received for that day if it had been worked.

1 2. Additional paid holidays mandated by Presidential decree, declaration of the Governor  
2 of California, or action by the Board of Trustees shall be scheduled.

3 3. A unit member shall be eligible for holiday pay if he/she is in paid status on either the  
4 workday immediately preceding or immediately succeeding the holiday(s). Unit  
5 members who are assigned to academic programs that are in recess during a winter or  
6 spring vacation period shall be eligible for any holidays that fall during such a recess,  
7 provided they are in paid status on the workday immediately preceding or immediately  
8 succeeding the winter or spring recess period.

9 4. In any year in which February 29th occurs, twelve month unit members, who are in  
10 paid status on that day, shall be entitled to take a floating holiday between March 1  
11 and December 31 of that calendar year.

12 5. The following holidays for classified unit members shall be included on the annual  
13 school year calendar:

- 14 1. Labor Day
- 15 2. Veterans Day
- 16 3. Day before Thanksgiving
- 17 4. Thanksgiving Day
- 18 5. Day after Thanksgiving (in lieu of Admission Day)
- 19 6. Christmas Day
- 20 7. New Year's Day
- 21 8. Martin Luther King Day
- 22 9. Lincoln's Birthday
- 23 10. Washington's Birthday
- 24 11. Memorial Day
- 25 12. Independence Day

#### Section 11 - Vacation

1. Unit members shall earn vacation in accordance with Appendix D - Schedule For Accumulation of Vacation.

1 1.1 Pay for vacation for all bargaining unit members shall be the same as that  
2 which the unit member would have received had he/she been in working status.

3 2. Unit members shall earn one (1) day additional vacation leave for each consecutive six  
4 (6) month period that sick leave is not used. Unit members, as a condition to such  
5 additional vacation leave shall inform the District, in writing, of the entitlement to  
6 such additional leave, within 60 days of eligibility therefor.

7 3. Part-time unit members shall be paid during vacation periods in accordance with the  
8 formula in Appendix D. Accumulated vacation time of Instructional Assistants, Bus  
9 Drivers, and other "school year" unit members shall be included as pay in their  
10 monthly paycheck.

11 3.1 Unit members whose work year is 10 1/2, 11, or 12 months shall take accrued  
12 vacation leave during his/her work year.

13 4. For 12-month unit members, vacation time shall be taken no later than the end of the  
14 first year following the year in which such vacation is earned. No 12-month unit  
15 member shall be permitted to accumulate more than 37 days of vacation at any one  
16 time. For all other unit members, vacation time is expected to be taken within one (1)  
17 year of the time it is earned. In no case shall a unit member be allowed to carry over  
18 more than ten (10) days of vacation time.

19 5. All use of vacation time shall be scheduled only with prior approval of the unit  
20 member's supervisor. The supervisor shall not unreasonably withhold such approval,  
21 but the District reserves the right to prevent a disruption of services and to schedule  
22 vacations to meet program and staffing needs and meet the best interest of the District.  
23 If adjustments to vacation schedules are necessary, they shall be made first on the  
24 basis of particular needs of the District, then seniority by job classification at the job  
25 site.

6. If a holiday(s) falls during a unit member's vacation, a vacation day(s) shall not be  
charged against the unit member's vacation accumulation.

- 1 7. If a unit member is eligible for another form of paid leave during a scheduled vacation  
2 period, the unit member shall not be charged a vacation day(s) for the period covered  
3 by the other paid leave. The unit member shall request the other paid leave, following  
4 established procedures, and provide verification of the right to the leave, if requested.
- 5 8. Vacations for custodial and maintenance personnel will be scheduled in advance by  
6 the supervisor on a rotational basis, for the purpose of maintaining a balance of such  
7 services to the District throughout the entire year. By May 1<sup>st</sup> of each year, custodians  
8 will submit vacation requests to the Director of Maintenance and Operations for  
9 consideration. By June 1<sup>st</sup> of each year, an approved District Custodial Schedule and  
10 Vacation Schedule will be distributed for the following year. Vacations must  
11 otherwise be taken during non-student attendance days only, except under special  
12 circumstances and with prior written approval of the supervisor.
- 13 9. Unused accumulated vacation earned by a unit member shall be paid for after a unit  
14 member terminates employment with the District.

15 Section 12 - Family Care Leave

- 16 1. The District shall provide unit members with Family Care Leave pursuant to Federal  
17 and State Statutes and consistent with Board Policy provisions except that paragraph  
18 A 1 (b) relating to hours of service shall not apply.

19 Section 13 - Sick Leave for Illness of Child, Parent, or Spouse

- 20 1. A unit member may use his/her current and accrued sick leave to attend to an illness of  
21 a child, parent, or spouse of the unit member. Each calendar year the amount of such  
22 leave shall not exceed the amount of the sick leave the unit member would accrue  
23 during six (6) months of employment (i.e., full time 12 month unit member = 6 days;  
24 full time 10 month unit member = 5 days). Such leave is in addition to that provided  
25 under Personal Necessity (Section 6).

1 Section 14 – Catastrophic Leave

2 Due to catastrophic illness/injury of a unit member or member of his/her immediate family,  
3 any other unit member may transfer on a voluntary basis a portion of his/her accumulated sick  
4 leave.

- 5 1. The unit member who is voluntarily contributing the sick leave days shall be  
6 responsible to fill out the necessary authorization form to initiate this action and  
7 to deliver that form to the Superintendent or designee.
- 8 2. A unit member who voluntarily transfers sick leave days shall not be entitled to  
9 have that sick leave reinstated even if it is not used by the recipient employee. A  
10 unit member receiving transferred sick leave may only use the sick leave while  
11 the employee or his/her family member suffers from the condition that  
12 precipitated the transfer of the sick leave. If the employee recovers or dies with  
13 unused transferred sick leave outstanding, that sick leave will remain in the  
14 district bank.
- 15 3. The unit member shall notify the Human Resources Department of the  
16 catastrophic illness who will, in turn, refer the unit member to CSEA. CSEA shall  
17 have responsibility for determining whether a unit member has suffered a  
18 catastrophic or life threatening sickness or accident rendering the unit member  
19 eligible to receive transferred sick leave.
- 20 4. No unit member may receive transferred sick leave from another unit member  
21 unless the receiving employee has exhausted all of his/her accumulated sick leave  
22 or if workers compensation leave or CalPERS disability is granted.
- 23 5. The maximum amount of time during which donated leave credit may be used is  
24 twelve (12) consecutive months from the date the unit member exhausts his/her  
25 accumulated sick leave.
6. Unit members may contribute any number of days to the catastrophic leave sick  
bank although unit members must maintain a reserve of at least ten (10) sick days  
in order to donate.



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7. The Superintendent/designee and CSEA shall insure that all donations are kept confidential.

1 **ARTICLE 7**

2 **TRANSFER, PROMOTION, REASSIGNMENT**

3 **Definitions:**

- 4 1. Transfer: a movement within a classification from one job site to another within the  
5 District.
- 6 2. Reassignment: a movement within a classification at the same job site.
- 7 3. Vacancy: is an authorized but unfilled position.
- 8 4. Equally qualified for transfer/reassignment purposes: two or more unit members that  
9 are in the same classification are determined to be equally qualified.
- 10 5. Seniority list: Seniority is determined by hire date. When two or more members in the  
11 same classification have the same hire date, seniority will be determined by lot, prior  
12 to being added to the list.

13 **Section 1 - Employee-Initiated Transfer**

- 14 1. A unit member may initiate a transfer by submitting a written request to the District  
15 Office. The written request must be received by the District Office within five (5)  
16 work days from the date a vacancy is posted. A generalized written request may be  
17 placed on file requesting a transfer for a vacancy that may develop. A unit member  
18 may request a transfer through an exchange with another unit member.
- 19 2. All vacancies shall be posted for a minimum of five (5) work days at work sites.
- 20 3. Seniority shall become the determining factor in deciding a transfer where two or  
21 more equally qualified unit members are being considered for a given position. If  
22 seniority is also equal, the final determination shall be made by drawing lots.
- 23 a. If a unit member-initiated request for transfer is denied, the unit member, upon  
24 request, shall be provided with specific reason(s) for the denial in writing  
25 within ten (10) work days.

1 Section 2 - District-Initiated Transfer

- 2 1. District-initiated unit member transfer may become necessary to meet load conditions,  
3 economic necessity and other reasons including, but not limited to, meeting  
4 requirements of the District's total operational programs.
- 5 2. A unit member who is the subject of a District-initiated transfer shall have opportunity  
6 to indicate a preference from a list of vacancies, and the District shall honor such  
7 preference.
- 8 3. No District initiated transfer shall be arbitrary, capricious or discriminatory. No unit  
9 member shall have his/her assignment changed more than once each fiscal year unless  
10 by mutual agreement.
- 11 4. Seniority shall become the determining factor in deciding a transfer where two or  
12 more equally qualified unit members are being considered for a given position.
- 13 5. The unit member to be transferred shall be given at least ten (10) work days advance  
14 notice and reason(s) for the impending transfer. This notice shall be in writing and the  
15 District will use its best efforts to personally deliver the notice to the unit member.
- 16 6. A District-initiated transfer shall not result in the loss of compensation, seniority or  
17 any health and welfare benefits for the unit member.
- 18 7. Should the District open a new school or have an expansion of a program(s) which  
19 will involve transfers and/or reassignment of existing unit members the District and  
20 the Association shall meet and confer to develop an implementation plan which will  
21 minimize the adverse impact on unit members and on the educational program.

22 Section 3 - Reassignment

- 23 1. A member of the bargaining unit may be reassigned to a position of equal hours within  
24 a school or work site.
- 25 2. No District initiated reassignment shall be arbitrary, capricious or discriminatory.

Section 4 - Promotion

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

1 position to unit members for promotional opportunity. The district may  
2 simultaneously post open positions for transfer and promotion. Unit members shall  
3 apply for the position by filing a written application and supporting documents with  
4 the District Office.

5 2. All vacancies shall be posted for not less than five (5) working days at work locations  
6 and a copy of the vacancy and job notice shall be provided to the CSEA Chapter  
7 President.

8 3. The District shall interview all qualified unit member applicants. Unit members who  
9 have made application for the vacancy shall be considered for promotion before  
10 advertising outside the District. The District shall promote the most qualified unit  
11 member applicant, as judged by management, who meets the required qualifications  
12 listed in the job description.

13 4. If no current unit member meets the required qualifications in the job description for  
14 the position, the vacancy may be advertised on the outside.

15 5. The District shall select the best qualified applicant as judged by management.

16 6. If two or more unit members are judged to be equal, the unit member with the greatest  
17 seniority shall be selected.

18 7. With the agreement of CSEA, the District may concurrently advertise inside and  
19 outside the District. The District would still be responsible for complying with the  
20 provisions of Paragraphs 3 and 4 above.

21 8. Unit members who are not selected for promotion may, upon request, meet with the  
22 Director of Human Resources and/or the appropriate administrator who shall critique  
23 their interview and offer constructive counseling on how to improve his/her chances  
24 for future promotional opportunities.

25 9. Unit members that have been interviewed but not selected for a new position shall be  
notified by the District by phone or in writing.

1 **ARTICLE 8**

2 **CLASSIFICATION AND RECLASSIFICATION**

3 **Section 1 - Classification**

- 4 1. Every unit member shall be placed in an employee classification by position, title,  
5 salary, and range. Each position shall be covered by a job description, a copy of  
6 which shall be made available to each unit member.
- 7 2. The CSEA and the District shall negotiate wage levels for any position at the time the  
8 position is established by the District.

9 **Section 2 - Reclassification**

10 1. **Definition**

11 By definition, reclassification is: The determination that the duties and responsibilities  
12 more appropriately fit with the description of duties and responsibilities of another  
13 classification. Reclassification may or may not include an increase in salary and/or  
14 range. Reclassification is not to be considered a promotion under definition. The  
15 employee may ask for a reclassification to an existing job that more accurately  
16 describes the task performed or to a new job classification that is created for the  
17 purpose of accurately describing the job.

18 2. **Request for Reclassification**

19 A.) During the month of October each year, reclassification may be requested for any  
20 position in Appendix "A" of this Agreement.

- 21 1. The classification or position to be reclassified;
- 22 2. The existing job description and salary placement;
- 23 3. The proposed job description and salary placement;
- 24 4. The basis for the reclassification;

25 B) If a position is reclassified and there is no incumbent, the job shall be posted.

C) District will notify CSEA when a reclassification request is presented.

3. **Reclassification Panel**

1 a. Reclassification requests shall be reviewed by a panel composed of one (1) District  
2 appointee, one (1) CSEA appointee and a neutral third party agreed upon by the  
3 District and CSEA. The cost, if any, of the neutral shall be equally shared between  
4 District and CSEA. The panel shall meet once a year in January. The District, CSEA,  
5 and the unit member may present information to the panel either orally and/or in  
6 writing.

7 b. The employee requesting a reclassification shall have the opportunity to appear  
8 before the reclassification panel and to present any evidence or documentation that  
9 may be relevant. The District shall have the opportunity to be present during the  
10 reclassification presentation and to present any evidence or documentation that may be  
11 relevant.

12 c. Reclassification is open to any permanent employee.

13 d. The District shall grant the employee release time in order to appear before the  
14 reclassification panel.

15 e. The District shall have the opportunity to present its position on the request and any  
16 relevant evidence regarding the reclassification request.

17 f. The District may submit reclassification requests to the panel. CSEA shall have the  
18 opportunity to present its position on the request and relevant evidence.

19 g. Any employee being granted a reclassification shall not be eligible to resubmit a  
20 petition for two years.

21 4. Decision of the Panel

22 a. The deliberation of the panel shall take place in closed session. The panel shall  
23 have the authority to adopt, reject, or modify the reclassification request. Two (2) of  
24 the three (3) panel members must agree for a reclassification to be adopted or rejected.  
25 All panel members shall sign the decision. No dissenting opinion shall be issued. The  
decision of the panel shall be binding.

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5. Implementation of Decision

- a. The unit member whose position is reclassified shall be placed on the step and range of his/her new classification that provides at least a five percent (5%) salary increase. Any recommendation for a change in the job description shall be subject to negotiation between CSEA and the District.
- b. When a reclassification is recommended for an employee, any salary adjustment shall be implemented on the next regular payroll.

1 **ARTICLE 9**

2 **SAFETY**

- 3 1. Unit members shall be assigned to a safe duty station.
- 4 2. Unit members shall not be required to perform any duty that is unreasonably  
5 dangerous to his/her health or safety due to a lack of training or the inherent danger of  
6 the task.
- 7 3. Unit members who observe a potentially unsafe working condition or situation which  
8 may be unsafe for unit members or students shall submit a report on the form provided  
9 by the District Safety Committee. The supervisor shall submit a proposed resolution  
10 to the unit member and chairperson of the Safety Committee as soon as reasonably  
11 warranted. Should the unit member be dissatisfied with the proposal he/she may  
12 submit a statement to the superintendent.
- 13 4. Unsafe or unhealthy working conditions shall be corrected by the District as soon as  
14 reasonably practicable.
- 15 5. Safety directives shall be issued by the District as necessary to maintain safe working  
16 conditions.
- 17 6. Unit members shall follow safety rules and verbal safety directives. Failure to do so  
18 may result in disciplinary action.
- 19 7. CSEA shall have representation on site and district safety and wellness committees  
20 and shall have access to copies of completed safety plans.
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**ARTICLE 10**  
**EVALUATION**

1. The primary responsibility for formal employee evaluation shall be that of the supervisor or administrator at each job site.
2. Unit members shall be considered probationary unit members during their first one hundred eighty (180) working days of employment and shall be evaluated after eighty (80) days of employment but not more than one hundred twenty (120) days. Probationary unit members shall, however, be subject to termination, without cause, at any time during their probationary period.
3. Permanent unit members shall be evaluated annually by May 1. If an employee is to receive an unsatisfactory evaluation that evaluation shall be completed no later than March 1.
4. A unit member with three (3) consecutive satisfactory evaluations may elect to be evaluated every other year.
5. Evaluation materials shall be kept in the unit member's personnel file at the District central administration office.
6. An evaluation shall not be completed unless there has been at least one direct observation.
7. No evaluation of a unit member shall be placed in a unit member's personnel file until there has been a conference between the unit member and the primary evaluator.
8. If there are any deficiencies noted by the evaluation, the unit member shall be informed of how he/she can be expected to improve performance to an acceptable standard for the position, offered assistance, and given a specific time frame during which to correct deficiencies. (See Appendix F)
9. Permanent unit members moving to a new classification will serve a 132 day probationary period in the new position and shall be evaluated as "probationary." In the event of an unsatisfactory evaluation, such unit member reserves the right to return to a position or equivalent position in which the unit member has previously served.

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- 10. Only evaluation procedures shall be subject to the grievance procedure. Evaluation judgment shall not be subject to the grievance procedure.
- 11. Unit members shall have the opportunity to add written comments to the evaluation form (Appendix E).
- 12. A conference shall be held with the unit member to explain the evaluation. The unit member shall be given a copy of the evaluation.
- 13. A unit member who disagrees with the subjective content of his/her evaluation may request a conference with his/her supervisor and the superintendent to discuss the matter.

1 **ARTICLE 11**

2 **DISCIPLINARY ACTION**

3 **Section 1 - Probationary Period**

- 4 1. Bargaining unit members shall serve a period of probation which shall be one hundred  
5 eighty (180) work days in duration.
- 6 2. During the probationary period, a classified unit member may be dismissed without  
7 cause.
- 8 3. When a unit member moves to a new classification or is promoted, he/she shall serve a  
9 132 day probationary period. In the event of documented incompetence or inefficiency  
10 in this new position, the unit member transferred reserves the right to return, in lieu of  
11 dismissal, to a position or equivalent position in which the unit member has previously  
12 served.

13 **Section 2 - Permanent Classified Dismissal and Discipline**

- 14 1. The Superintendent or the unit member's immediate supervisor may issue written  
15 reprimands to unit members. The Governing Board may impose one or more of the  
16 following forms of discipline on permanent classified unit members.
- 17 a. Written reprimand
  - 18 b. Demotion
  - 19 c. Suspension
  - 20 d. Dismissal
  - 21 e. Loss of Pay
  - 22 f. Transfer or reassignment for cause without the unit member's written consent.

23 **Section 3 Cause for Discipline**

- 24 1. The following are causes for the imposition of disciplinary action.
- 25 a. Unauthorized absence without leave
  - b. Any act which violates the penal law of the State of California
  - c. Conviction of a crime
  - d. Incompetency or inefficiency

- e. Insubordination
- f. Neglect of duty
- g. Intoxication while on duty
- h. Consumption of alcohol or illicit drugs while on duty
- i. Disorderly or immoral conduct
- j. Violation of regulations of the District, State Law or Regulations
- k. Willful failure to obey directions or orders of the Superintendent or the unit member's supervisor
- l. Negligent or willful damage to District property or waste of public supplies or equipment
- m. Falsification of application
- n. Willful violation of provisions of this contract
- o. Dishonesty
- p. Tardiness
- q. Excessive absences
- r. Rude and offensive treatment of the public, students or fellow unit members
- s. Evident unfitness for service
- t. Failure to maintain licenses or certification required for the job
- u. Misappropriation of District funds or property
- v. Abandonment of position, defined to mean absence without official leave for five (5) working days or more without a valid explanation.

2. A unit member may be placed on administrative leave with pay pending final disposition of the disciplinary procedure contained in this article.

3. The Superintendent shall recommend disciplinary action requiring Board 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. At least five (5) days prior to such hearing, the Superintendent shall serve written notice on the unit

1 member, either by personal service or by certified mail. The Association shall be given  
2 a copy of the notice. Said notice shall contain the following:

- 3 a. A statement of the specific charges against the unit member including:
- 4 1. A statement in ordinary and concise language of the specific acts and  
5 omissions upon which the disciplinary action is based; and
  - 6 2. A statement of the cause for the action taken (If it is claimed that the  
7 unit member has violated a District rule or regulation, that rule or  
8 regulation must be set forth).
- 9 b. A statement of the disciplinary action which is being recommended;
- 10 c. A statement of the unit member's right to a hearing on the charges; and
- 11 d. A statement of the time within which the unit member may request a hearing  
12 (which shall not be less than five (5) days after service of the notice to the unit  
13 member). The notice shall be accompanied by a form which, when returned by  
14 the unit member, shall constitute a demand for hearing and a denial of all  
15 charges. The notice shall be effective either upon personal service or deposit  
with the U.S. Postal Service.

16 Section 4 - Hearing: Decision

- 17 1. The Governing Board shall conduct the hearing on the charges, if requested. The  
18 burden of proof shall remain with the Governing Board. The Governing Board shall  
19 communicate its decision to the unit member in writing.
  - 20 2. No disciplinary action shall be taken for any cause which arose prior to the unit  
21 member's becoming permanent, nor for any cause which arose more than two (2) years  
22 preceding the date of the filing of the notice of cause unless such cause was concealed  
23 or not disclosed by such unit member when it could be reasonably assumed that the  
24 unit member should have disclosed the facts to the school officials.
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1 **ARTICLE 12**

2 **PERSONNEL FILES**

- 3 1. Information of a derogatory nature shall be reviewed by the affected unit member.  
4 The unit member shall then have an opportunity to have his/her own comments  
5 attached before the filing of such material in the personnel file takes place. The  
6 review shall take place during duty hours. The preparation of comments by the unit  
7 member shall take place during non-duty hours within ten (10) working days of the  
8 initial review of the derogatory information in question.
- 9 2. The authorized person responsible for placing the material in the file shall then sign  
10 and date a notation attached to the material and place it in the personnel file.
- 11 3. A bargaining unit member may review his/her personnel file and have a CSEA  
12 representative present. A unit member may give written authorization for a CSEA  
13 representative to review his/her personnel file.
- 14 4. Access to personnel files shall be limited to authorized employees as designated by the  
15 Superintendent.  
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1 **ARTICLE 13**

2 **ORGANIZATIONAL RIGHTS**

- 3 1. The CSEA shall have the rights to use District facilities when not otherwise in use and  
4 provided the site administrator has been notified reasonably in advance of the date  
5 requested.
- 6 2. The CSEA shall have the right to post official CSEA business notices on a CSEA  
7 bulletin board. Space on a bulletin board shall be provided at each work location in  
8 areas frequented by bargaining unit members.
- 9 3. Materials posted on bulletin boards shall be non-political and shall not be in violation  
10 of law. A copy of all such materials shall be transmitted to a designated District  
11 official at the time of posting or transmittal.
- 12 4. Authorized representatives of the CSEA shall be permitted to transact official business  
13 of the Association on District property during non-duty hours. The site administrator  
14 shall be notified reasonably in advance by the authorized CSEA representative  
15 wishing to transact official business.
- 16 5. CSEA staff may operate on District property at reasonable times during duty hours in  
17 a manner that does not cause a significant loss of unit member production. The site  
18 administrator shall be notified reasonably in advance by the authorized CSEA  
19 representative before operating on District property during duty hours.
- 20 6. The District shall be notified within three (3) working days of the names of all Job  
21 Stewards designated by the CSEA.
- 22 7. The district shall allow reasonable paid release time for CSEA officers to conduct  
23 business during work hours.
- 24 8. The district shall allow ten (10) paid days of release time for the Association's  
25 attendance at their annual CSEA conference.
9. Job Stewards may represent CSEA in administering this Agreement during non-duty  
hours. Job Stewards, when assisting a bargaining unit member to process a grievance,

1 shall be provided released time limited to a maximum of two (2) hours per grievance  
2 in addition to time required for hearings or meetings with District officials.

3 10. The CSEA may designate up to seven (7) bargaining unit members who shall be given  
4 reasonable released time for meeting and negotiating with the District. The District  
5 reserves the right to require that alternate meet and negotiate sessions be scheduled  
6 during non-duty hours.

7 11. CSEA may use the District mail system provided a representative places all materials  
8 in the unit members' boxes.

9 12. Representatives of the Association shall have the right to use office equipment for  
10 Association business provided the office equipment is not scheduled for educational  
11 purposes. The Association shall provide its own materials or reimburse the District  
12 for any materials consumed while using District equipment.

13 13. The District shall provide CSEA with a seniority list upon request based on seniority  
14 within each class.

15 14. Employees who are members of the bargaining unit shall pay union dues or an agency  
16 service fee equivalent to such dues to the CSEA. Such dues or agency service fee may  
17 be processed as a payroll deduction with proper authorization. A unit member shall  
18 have thirty (30) calendar days from the date employment begins, to join the  
19 Association or pay the agency service fee. In the event a unit member does not sign  
20 an authorization for payroll deduction, or does not make arrangements for direct pay  
21 to the Association within thirty (30) days, the District shall deduct the required agency  
22 service fees retroactive to the first day of employment from the unit member's  
23 paycheck in accordance with Education Code Section 45168 (or its successor).

24 15. Any unit member who is a member of a religious body whose traditional tenets or  
25 teachings include objections to joining or financially supporting employee  
organizations shall not be required to join or financially support the CSEA as a  
condition of employment; except that such unit member shall pay, in lieu of a service  
fee, sums equal to such service fee to one of the following:



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- a. Mattie Washburn Scholarship
- b. Dorothy Gallagher Scholarship
- c. Konvalinka Scholarship
- d. Helen Runyan Scholarship
- e. CSEA Scholarship

16. Should legal action result from the implementation of this section, the Association agrees to assume any legal defense.

1 **ARTICLE 14**

2 **GRIEVANCE PROCEDURE**

3 **Section 1 - Purpose**

- 4 1. This grievance procedure is intended to enhance personal communications  
5 between bargaining unit members and Administrators. Useful and necessary  
6 private meetings between District administrators and unit members they  
7 supervise is encouraged.

8 **Section 2 - Definition**

- 9 1. A grievance is a misinterpretation, misapplication or violation of the expressed  
10 terms and provisions of this agreement.  
11 2. A grievant is the California School Employees Association or any member or  
12 group of members of the bargaining unit.

13 **Section 3 - Informal Resolution Procedure**

- 14 1. Informal discussion of problems and a continuing interchange of views  
15 between grievant and his/her immediate supervisor is encouraged.  
16 Administrators should attempt to resolve differences or dissatisfactions as soon  
17 as possible.  
18 2. A unit member who believes a grievance has occurred shall present the  
19 grievance orally to the grievant's immediate supervisor within fifteen (15)  
20 working days after the grievant knows or should have reasonably known, of  
21 the circumstances which forms the basis for the grievance; and a meeting  
22 between the grievant and the immediate supervisor shall be held within five (5)  
23 working days to discuss the matter.  
24 3. It shall be the obligation of the unit member to inform the immediate  
25 supervisor that he/she is implementing this informal step.  
4. The immediate supervisor shall render an oral decision within five (5) working  
days from the date of the meeting.

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Section 4 - Formal Written Procedure: Step 1

1. If the decision at the informal step is not satisfactory to the grievant, within ten (10) working days from the immediate supervisor's decision the grievant may file a written grievance with the immediate supervisor.
2. The immediate administrator shall respond in writing to the grievant's written grievance within ten (10) working days. If the immediate administrator fails to respond or if the unit member deems the response unsatisfactory, the grievance may be taken to Step 2.

Section 5 - First Appeal Procedure: Step 2

1. If the grievance has not been resolved at Step 1, the grievant, within ten (10) working days after completion of Step 1, may submit the written grievance to the Superintendent or designee for resolution.
2. The Superintendent or designee shall hold a meeting with the grievant who may have representatives of the Association present who may be of help in resolving the grievance.
3. A response in writing shall be transmitted to the grievant within ten (10) working days. If the Superintendent or designee fails to respond or if the unit member deems the response unsatisfactory, the grievance may be taken to Step 3.

Section 6 - Mediation: Step 3

1. In the event resolution is not reached at Step 2, the grievant may within five (5) working days after completion of Step 2 appeal to Mediation. 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.

1 Section 7 - Final Appeal: Step 4

- 2 1. If the grievance has not been resolved through mediation at Step 3, the  
3 grievant, within five (5) working days after completion of Step 3, may request  
4 in writing that CSEA submit the written grievance to arbitration.
- 5 2. CSEA must notify in writing the Superintendent within ten (10) days of the  
6 written request of the grievant that it has decided to submit the grievance to  
7 arbitration.
- 8 3. Prior to the selection of an arbitrator, the Board of Trustees of the District shall  
9 have an opportunity to review the decision(s) made at Steps 1, 2, and 3. The  
10 Board of Trustees may authorize the Superintendent to seek an alternate  
11 resolution of the alleged grievance within five (5) working days. If this alleged  
12 grievance is not resolved as a result of this review, the procedure to select an  
13 arbitrator shall commence.
- 14 4. If the parties cannot agree on an impartial arbitrator, an arbitrator shall be  
15 chosen from a panel of seven (7) obtained from the State Mediation and  
16 Conciliation Service. After a coin flip, the parties shall alternately strike one  
17 name from the list supplied by the State Mediation and Conciliation Service  
18 until one name remains. That name shall be the impartial arbitrator.
- 19 5. The arbitrator shall review the alleged grievance and if necessary hold a  
20 hearing. The arbitrator shall issue a decision which shall be final and binding  
21 on both the grievant and the District.
- 22 6. Each party shall bear expenses of its representatives and witnesses. The fee, if  
23 any, for the arbitrator and other expenses connected with a formal hearing shall  
24 be borne equally by both parties.

23 Section 8 - Arbitrator's Authority

- 24 1. The arbitrator shall have no power to add to, subtract from, or change any of  
25 the terms or provisions of this Agreement. Jurisdiction shall extend solely to  
claims of violations of specific written provisions of the Agreement and

1 involve only the interpretation and application of the Agreement. The decision  
2 and award shall be based upon the joint submission agreement of the parties, or  
3 in the absence thereof, the questions raised by the parties with respect to the  
4 specific interpretation and application of the Agreement.

5 Section 9 - Miscellaneous

- 6 1. The grievant shall have the right to invite representatives of the Association, to  
7 attend any meeting to resolve the grievance.
  - 8 2. CSEA representatives shall have the authority to settle grievances on behalf of  
9 the aggrieved party(s).
  - 10 3. CSEA shall not be liable for any costs incurred by any unit member who elects  
11 to represent himself/herself in the grievance procedure.
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1 **ARTICLE 15**

2 **LAYOFF AND REEMPLOYMENT**

3 1. **Reason For Layoff**

4 Layoff shall occur only for lack of work or lack of funds. The District may  
5 propose to reduce the daily or annual hours of employment of positions in lieu  
6 of direct layoffs. Any proposal regarding reduction in hours by the District  
7 shall be submitted to CSEA in writing. The parties agree to promptly meet and  
8 negotiate over any such proposal. Any workload or reallocation negotiations  
9 shall be reduced to writing and executed by the parties prior to their  
10 implementation.

11 2. **Notice of Layoff**

12 The District shall notify any bargaining unit member(s) subject to layoff and  
13 CSEA, in writing, of the proposed layoff not less than sixty (60) calendar days  
14 prior to the effective date of the layoff. CSEA shall have the right to consult  
15 with the District during the sixty (60) day period to review the proposed layoff  
16 and determine that the manner and order of layoff and the exercise of bumping  
17 rights have been in accordance with the provisions of this Article. Layoff  
18 notices shall specify the reason for layoff and shall identify the name and  
19 classification of the unit member(s) whose layoff is anticipated.

20 3. Any layoff shall be administered within a class. The order of layoff shall be  
21 based on seniority within that class and equal and/or higher classes in which  
22 the unit member has worked; unit members with the least seniority (among  
23 those described herein) shall be laid off first.

24 4. Unit members whose hire date is after June 30, 1971 and prior to July 1, 1990,  
25 shall have their seniority in each classification they have held fixed at their  
seniority ranking by hours worked. Unit members hired prior to July 1, 1971  
and after June 30, 1990 shall have their seniority determined by hire date.

- 1 5. A unit member laid off from his/her present class may bump into any  
2 classification previously held.
- 3 6. A unit member who elects a layoff in lieu of bumping maintains his/her  
4 reemployment rights under this Agreement.
- 5 7. Laid-off unit members are eligible for preferred reemployment in the class  
6 from which laid off for a thirty-nine (39) month period and shall be offered  
7 reemployment in reverse order of layoff. A unit member who has accepted a  
8 reduction in hours or demotion in lieu of layoff shall have an additional  
9 twenty-four (24) months to be reemployed in the former position for a total of  
10 sixty-three (63) months from the date of the original layoff.
- 11 a. Notice of the opportunity for reemployment shall be made by certified  
12 mail, personal service or by direct verbal contact that is logged. When  
13 the verbal contact is utilized, the notice of opportunity for  
14 reemployment by verbal contact shall be followed up by notice using  
15 certified mail or personal services.
- 16 b. Individuals on a re-employment list shall have ten (10) days to respond  
17 to a written offer sent by certified mail beginning with the day it is  
18 deposited in the U.S. Mail to the most recent address supplied to the  
19 District by the unit member. If a unit member fails to accept  
20 reemployment after a second offer, the unit member's name shall be  
21 placed on an inactive list until the unit member has notified the District  
22 in writing of his/her desire to return to work. Placement on the inactive  
23 list shall not extend the reemployment period beyond thirty-nine (39)  
24 months.
- 25 c. When reemployment is accepted, the person shall have a maximum of  
ten (10) working days to report to work. Failure to report to work  
within the ten (10) working day period shall be just cause for removing  
the laid-off unit member's name from the reemployment list.

1 d. Time limits may be extended for a reasonable period of time. The laid-  
2 off unit member's name may be passed over to a definite point of time  
3 upon receipt of verification of illness or an acceptable personal  
4 hardship as determined by the Superintendent.

5 8. Any unit member who is subject to being, or was in fact, laid off and who is  
6 qualified for and elected service retirement from the Public Employee's  
7 Retirement System shall be placed on an appropriate reemployment list. The  
8 District shall notify the Board of Administration of the Public Employee's  
9 Retirement System of the fact that retirement was due to layoff. If he/she is  
10 subsequently subject to reemployment and accepts, in writing, the appropriate  
11 vacant position, the District shall maintain the vacancy but may fill in on a  
12 temporary basis until the Board of Administration of the Public Employees  
13 Retirement System has properly processed his/her request for reinstatement  
14 from retirement.

15 9. A laid-off unit member may place an application on file for any position for  
16 which he/she feels qualified. If an application is on file, the laid-off unit  
17 member shall be notified of any such vacancy during the layoff period. If  
18 rehired during a thirty-nine (39) month period, all rights and benefits shall be  
19 restored.

20 10. In the event a layoff is necessary, the District shall prepare an updated  
21 seniority lists indicating unit member's class seniority and hire data seniority.

22 Such lists shall be available to CSEA.  
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**ARTICLE 16**

**SAVINGS PROVISION**

1. If any provision of this Agreement or any application thereof to any unit member is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

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1 **ARTICLE 17**

2 **CONCERTED ACTIVITIES**

- 3 1. It is agreed and understood that there will be no lockout of unit members by  
4 the District and no strike, work stoppage, slow-down or other interference with  
5 the operations of the District by the CSEA or by its officers, agents or  
6 members during the term of this Agreement.
- 7 2. The CSEA recognizes the duty and obligation of its representatives to comply  
8 with the provisions of this Agreement and to make every effort toward  
9 inducing all unit members to do so. In the event of a strike, work stoppage,  
10 slow-down or other interference with the operations of the District, CSEA  
11 agrees to advise and direct those unit member to cease such action. It is agreed  
12 and understood that any unit member violating this Article may be subject to  
13 disciplinary action by the District.
- 14 3. It is understood that the District shall be entitled to withdraw any privileges or  
15 services provided for in this Agreement or in District policy of any unit  
16 member or the CSEA for any action that violates this Article.
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**ARTICLE 18**

**SUPPORT OF AGREEMENT**

1. It is agreed that the CSEA and the District will support this Agreement for its term and shall not seek change or improvement in any matter subject to the meet and negotiation process, except by mutual agreement of the District and the CSEA.

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**ARTICLE 19**  
**CONTRACTING OUT**

1. The District agrees not to contract out work that bargaining unit members routinely and customarily perform.

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**ARTICLE 20**  
**NON-DISCRIMINATION**

1. The District and CSEA reaffirm that they shall not discriminate against employees or applicants for employment, CSEA members or applicants for membership on the basis of national origin, religion, age, sex, marital status, and disability, or because of membership and participation in an employee organization; nor shall any unit member be sexually harassed or participate in any form of sexual harassment. Nothing herein shall prevent the District from requiring a unit member to perform all duties and responsibilities of the position to which he/she is assigned.

1 **ARTICLE 21**

2 **PROFESSIONAL GROWTH PROGRAM**

3 1. **Establishment of Program**

4 The District shall establish a professional growth recognition program for all  
5 unit members which rewards after-hours training with increments on the salary  
6 schedule. The courses of training recognized must be directly related to the  
7 position currently occupied by the unit member.

8 2. **Professional Development Plan**

9 Courses taken shall follow a mutually agreed to District Professional  
10 Development plan for the unit member's development in his/her position.

11 3. **Salary Increments**

12 For classes completed, there will be annual salary increments of \$400 per six  
13 (6) units for employees working 4 hours or more per day. Unit members  
14 working less than 4 hours per day will receive \$200 per six (6) units. One unit  
15 shall equal fifteen (15) semester hours of instructional time. The maximum  
16 number of units shall be twenty-four (24). The maximum number of units  
17 credited cannot exceed twelve (12) per year.

18 4. **Courses**

19 In order to qualify for credit, units of study or courses of work must be  
20 completed during non-duty time and meet the following conditions:  
21 Professional growth may be achieved by any unit member through  
22 participation in any of the following categories, provided the program is  
23 followed: college courses, junior college courses, trade school courses, adult  
24 education courses, workshops, seminars, first aid and CPR classes.

25 5. **Commencement of Program**

This article shall not apply retroactively and shall only apply to units of study  
or courses of work taken after the ratification and Board approval of this  
Article.

1 6. Procedure

2 6.1 Unit member completes form (see Appendix G) and submits to his/her  
3 principal or supervisor for recommendation as to whether proposed  
4 study relates directly to assignment.

5 6.2 Supervisor completes, dates, signs form and forwards to Superintendent  
6 with a copy to the applicant.

7 6.3 If the supervisor recommends disapproval, applicant may appeal to the  
8 Superintendent before any final decision is made regarding the request.

9 6.4 Superintendent/designee acts to grant or disapprove the appeal and  
10 returns form to unit member and sends copy to the supervisor and the  
11 District office.

12 6.5 Unit member submits evidence of course completion by August 1.  
13 Submit official grade card, completion certificate or similar evidence to  
14 the District office for copying and filing in your personnel records.

15 6.6 Courses completed by August 1 shall be applied to the applicant's  
16 salary for the then current fiscal year.

17 7. Special Provisions

18 Instructional Assistants employed prior to February, 1986, who are participants  
19 in college unit programs (10-20-30-40 units) shall receive 2% per step per 10  
20 college units.  
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1 **ARTICLE 22**

2 **DRUG AND ALCOHOL TESTING**

- 3 1. Every unit member of the District is expected to render service without being  
4 impaired or under the influence of alcohol or drugs of any kind. The safety  
5 and health of students, staff and the public require that every reasonable  
6 precaution be taken to discourage substance abuse to prevent impaired  
7 individuals from rendering service to the District.
- 8 2. It shall be the policy of the District to comply with the Drug Free Work Place  
9 Act and Title 49, CFR Parts 382, 391, 392 and 395 which specifically outline  
10 the Federal Omnibus Employee Testing Act of 1991.
- 11 3. The District will comply by contracting for oversight with a professional drug  
12 and alcohol testing management company, or by joining a consortium of local  
13 school districts to provide such oversight. All unit members of the District  
14 who hold a commercial drivers license and who drive a commercial vehicle in  
15 the course of employment with the District shall be subject to testing.
- 16 4. Testing will be for alcohol and controlled substances at the following times  
17 and covers any safety sensitive function during any time in which the driver is  
18 actually performing, ready to perform, or immediately available to perform any  
19 safety sensitive function.
- 20 5. The District designates the Director of Maintenance and Operations as the  
21 employee designated to answer questions about this policy.
- 22 5.1 Types of Testing:
- 23 a. Pre-employment screening.
- 24 b. Post-accident -- where accident is defined to be: a school bus  
25 accident, or any accident where there is injury or there is  
estimated to be \$750 or more of damage as a result.
- c. Random testing -- to be 10% of the total number of employees  
for alcohol testing and 50% of the employees for drug testing,



1 to be randomly selected by the company providing oversight on  
2 an annual basis.

3 d. Reasonable suspicion testing -- a properly trained supervisor  
4 may require a unit member to submit to an alcohol or drug test  
5 for controlled substances when, in their determination, there  
6 exists reasonable suspicion that the unit member may be  
7 impaired when the unit member is on duty or reporting for duty.  
8 The prerogative shall not be exercised by the supervisor  
9 arbitrarily or capriciously.

10 e. Return-to-duty/follow-up testing -- the District shall ensure that  
11 before a unit member that has tested positive for an alcohol  
12 level of 0.02 or higher, or the presence of controlled substances,  
13 and has undergone treatment for the use thereof, returns to duty,  
14 the unit member shall undergo a return-to-duty test for alcohol  
15 or drugs as indicated. A unit member who has undergone  
16 treatment for alcohol misuse or controlled substance use, and  
17 has had a negative result on a return-to-duty test, shall be  
18 subject to at least six unannounced follow-up alcohol and/or  
19 drug tests conducted in six months or as determined by the  
20 substance abuse professional, in accordance with the provisions  
21 of 49CFR382.605(c)(2)(ii).

## 22 5.2 Testing for Alcohol

23 All unit members of the District covered by this Agreement shall be  
24 subject to testing for alcohol use. All unit members of the District  
25 covered by this Agreement will be prohibited from the use of any  
alcohol for four (4) hours prior to rendering service to the District.  
After an accident the unit member is prohibited from using alcohol for  
a period of eight (8) hours or until a test is done, whichever is first. The

1 unit member must be tested for alcohol use within eight (8) hours of the  
2 accident. Any unit member who tests positive with an alcohol blood  
3 level of 0.02 or higher will be prohibited from rendering service to the  
4 District.

5 5.3 Alcohol Testing Procedure

6 Alcohol testing will be accomplished by using evidential breath testing  
7 devices (EBT) approved by the National Highway Traffic Safety  
8 Administration (NHTSA). The breath alcohol testing technicians will  
9 be provided by the testing management company that the District or a  
10 consortium of school districts will contract with, and will not be  
11 District employees. The contracting testing management company will  
12 be responsible for confidentiality of tests results. These procedures  
13 shall include training and proficiency requirements for the breath  
14 alcohol testing technicians, quality assurances plans for the evidential  
15 breath testing devices, including calibrations of the EBTs. The EBTs  
16 used shall print out the results, date and time, a sequential test number,  
17 and the type and serial number of the EBT. To ensure the reliability of  
18 the test results all EBTs used shall be calibrated for accuracy, and a  
19 record shall be kept of the calibration test which the unit member will  
20 be able to inspect. Any unit member who tests positive for a blood  
21 alcohol level of 0.02 or higher, will be tested again with another EBT to  
22 verify the initial reading. In post-accident testing the unit member may  
23 request a blood test be taken to ensure that an accurate blood alcohol  
24 level is recorded. The unit member requesting a blood test may be sent  
25 to a medical facility. Request for the blood test is not required by the  
federal regulation. The unit member will bear the cost of the blood test  
if requested and the confirming blood test is positive. However, the  
District will pay if the confirming blood test is negative.

1           5.4    Testing for Controlled Substances

2           All unit members of the District who are required to have a commercial  
3           drivers license and who drive a commercial vehicle in the course of  
4           employment with the District shall be subject to testing for use of  
5           controlled substances (or drugs). Drug testing will be accomplished by  
6           analysis of a sample of the unit member's urine conducted at a  
7           professional testing laboratory certified and monitored by the  
8           Department of Health and Human Services (DHHS). All urine  
9           specimens will be analyzed for the following drugs:

- 10          A.     Marijuana (THC metabolite)
- 11          B.     Cocaine
- 12          C.     Amphetamines
- 13          D.     Opiates (including heroin, codeine and morphine)
- 14          E.     Phencyclidine (PCP)

15          Each unit member's urine sample will be subdivided into two bottles  
16          labeled as "primary" and "split" specimens. Only the primary specimen  
17          will be opened and used for urinalysis. The split specimen bottle will  
18          remain sealed and will be stored at the laboratory. If the drug screening  
19          test(s) indicates the presence of one or more of these drugs, then a  
20          confirmation test will be performed for each identified drug using state-  
21          of-the-art gas chromatography/mass spectrometry (GC/MS) analysis. If  
22          the analysis of the primary specimen shows the presence of an illegal  
23          controlled substance, the unit member shall be notified by the Medical  
24          Review Officer (MRO), and the MRO will notify the individual they  
25          will have 72 hours to request the split specimen to be sent to another  
            DHHS certified laboratory for analysis. Such will be done at the unit  
            member's own expense if the confirming test is positive, but the District  
            will pay if the confirming test is negative.

1           5.5    Chain of Custody Procedures

2           The parties recognize that the key to chain of custody integrity is the  
3           immediate sealing and labeling of the specimens in the presence of the  
4           tested unit member. The transportation container and the specimen  
5           containers must be received undamaged at the laboratory properly  
6           sealed, labeled, and initialed, consistent with DOT regulations, as  
7           certified by the laboratory. Therefore, the District may take  
8           disciplinary action against a unit member based only upon properly  
9           obtained laboratory samples.

10          All specimens collected for drug testing shall follow the Department of  
11          Health and Human Services/Department of Transportation  
12          (DHHS/DOT) specimen collection procedures. Urine specimens shall  
13          be collected directly into a wide-mouthed, single-use specimen  
14          container which shall be sealed in shrink-wrap when received by the  
15          unit member. The specimens are to remain in full view of the unit  
16          member until they are transferred to tamper-resistant urine sample  
17          bottles, and then sealed and labeled in the presence of the unit member.  
18          As per DOT regulations, it is the unit member's responsibility to initial  
19          the specimen containers, after labeling. After the specimen containers  
20          are labeled and initialed they shall be placed in the transportation  
21          container together with the appropriate copies of the chain of custody  
22          form. The transportation container shall then be sealed in the unit  
23          member's presence. The specimen samples shall then be sent to the  
24          designated testing laboratory on the same day, or the next normal  
25          business day, but the fastest available method.

24          5.6    Reporting Test Results

25          All drug tests results will be reviewed and interpreted by a physician  
            Medical Review Officer. If the laboratory reports a positive result to

1 the MRO, the MRO will contact the unit member by telephone, and  
2 conduct an interview to determine if there is an alternative medical  
3 explanation for the drugs found in the unit member's urine specimen. If  
4 the unit member provides appropriate documentation and the MRO  
5 determines that it is a legitimate medical use of the prohibited drug, the  
6 drug test result is reported as negative to the District. In all cases the  
7 MRO will maintain confidentiality and will report only those test  
8 results that are confirmed positive by scientific analysis using gas  
9 chromatography/mass spectrometry, and reviewed with the unit  
10 member for medical explanation, directly to the District Representative.

#### 11 5.7 Consequences

12 Any unit member refusing to submit to an alcohol or drug test shall be  
13 immediately removed from service, shall be considered insubordinate  
14 and will be subject to discipline under Article 11 of the Collective  
15 Bargaining Agreement or pursuant to the discipline policies stated  
16 elsewhere in the District Policy. Refusal to submit means that a driver  
17 1) fails to provide adequate breath for testing without a valid medical  
18 explanation after he or she has received notice of the requirement for  
19 the breath testing, 2) fails to provide adequate urine for controlled  
20 substances testing without a valid medical explanation after he or she  
21 has received notice of the requirement for urine testing or 3) engages in  
22 conduct that clearly obstructs the testing process.

23 Any unit member who tests positive for controlled substances, or for a  
24 blood alcohol level of 0.02 or higher, on a return to duty or follow-up  
25 test, or in a post-accident test where there has been injury or death  
involved, shall be subject to dismissal under Article 11 of this  
Agreement or stated elsewhere in District Policy. In these  
circumstances the unit member shall immediately, following the pre-

1 disciplinary conference on the notice of charges, be suspended without  
2 pay or benefits, pending the unit member's appeal request.

3 In all other circumstances outlined in Section 1 Types of Testing "b"  
4 through "d" above, the unit member who tests positive for controlled  
5 substances, or for a blood alcohol level of 0.02 or higher, will be  
6 subject to discipline under Article 11 of the Collective Bargaining  
7 Agreement, or as stated elsewhere in District Policy. The unit member  
8 may be subject to a suspension, without pay or benefits, of up to thirty  
9 (30) calendar days during which the unit member shall be required to  
10 enroll in, and complete at his/her own expense, a substance abuse  
11 rehabilitation program. After the unit member has successfully  
12 completed the rehabilitation program, as verified by his/her substance  
13 abuse counselor, the unit member shall undergo a return-to-duty test for  
14 alcohol or drugs, as indicated, and shall be subject to unannounced  
15 follow-up alcohol and/or drug tests.

- 16 6. Any other technical corrections based on Department of Transportation  
17 regulation changes.  
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**ARTICLE 23**

**COMPLETION OF MEET AND NEGOTIATION**

1. Neither party, unless through mutual agreement, shall be required to meet and negotiate on any matter covered by this Agreement during the stated term except that the parties agree that Article III - Wages, and Article V - Health and Welfare shall be subject to negotiations for 2014-2015, 2015-2016 and 2016-2017.
2. Unless otherwise provided for in this Agreement, the term of this Agreement is for November 1, 2014 through October 31, 2017. A successor agreement may be initiated by either party by serving notice on the other party prior to expiration of the Agreement on October 31, 2017.

CALIFORNIA SCHOOL EMPLOYEES  
 ASSOCIATION  
 WINDSOR CHAPTER #673

WINDSOR UNIFIED SCHOOL  
 DISTRICT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: Frank Rodriguez  
 President

By: Steven L. Jorgensen  
 Superintendent

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Appendix A

Windsor Unified School District – Classification and Ranges

Classification	Range	Work Days	Work Days as of 2014/2015
Account Clerk I	12	211	211
Account Clerk II	16	260	260
Account Clerk III (Accounts Payable)	20	260	260
Assistant to the Visually Impaired I	16	192	192
Assistant to the Visually Impaired II	23	202	202
Attendance and Welfare	13	198	198
Bilingual Community Liaison	16	192	192
Bilingual Instructional Assistant	4	192	192
Bus Driver	15	192	192
Campus Supervisor	11	192	192
Child Care Program Assistant	6	192	192
Child Care Program Coordinator	12	192	192
Clerk Typist II	10	192	192
College and Career Guidance Coordinator	15	211	211
Coordinator of Volunteers	8	192	192
Custodian I	12	260	260
Custodian II	15	260	260
Custodian III	17	260	260
Data Management Technician	37	260	260
District Delivery	5	191	191
District Health Assistant	8	192	192
District M& O Assistant	12	260	260
Facilities Analyst	29	260	260
Food Service Cook	10	192	192
Food Service Driver	9	192	192
Food Service Floater	11	192	192
Food Service Lead	14	192	192
Food Service Worker	1	192	192
Food Service Worker I	9	192	192
Food Service Worker II	11	192	192
Groundskeeper I	13	260	260
Groundskeeper II	16	260	260
Information Technology Technician	16	202	202
Instructional Assistant	3	192	192
Instructional Para-professional - Computers	10	192	192
Instructional Para-professional - Music	10	192	192
Instructional Para-professional - PIP	10	192	192
Instructional Para-professional - Reading	10	192	192
Library Technician	10	192	192
Library/Media Specialist	15	202	202
Maintenance Electrician/Lead	41	260	260
Maintenance Specialist	18	260	260
Maintenance Specialist II	29	260	260
Mechanic Assistant/Service Person	15	260	260
Mechanic I	29	260	260
Mechanic II	41	260	260
NCC Administrative Assistant	18	227.5	227.5
Occupational Therapy Assistant	29	192	192
Paraeducator – Health Care Aide	20	192	192
Paraeducator – Health Care Aide – Bilingual	21	192	192
Paraeducator – Service Animal Handler	14	192	192
Paraeducator I	8	192	192



1	Paraeducator I – Bilingual	9	192	192
	Paraeducator II	11	192	192
2	Paraeducator II – Bilingual	12	192	192
	Paraeducator II – Behavior Assistant	12	192	192
3	Paraeducator II – Behavior Assistant - Bilingual	13	192	192
	Payroll Analyst	22	260	260
	Payroll Analyst II	27	260	260
4	Personnel Technician	15	260	260
	Program Instructional Assistant	8	192	192
5	Registrar	16	260	260
	School Account Clerk	14	211	211
	School Health Assistant	11	192	192
6	School Secretary	14	227.5	227.5
	School Secretary II	17	227.5	227.5
7	Secretary I	12	211	211
	Secretary II	14	211	211
	Secretary III	18	240	240
8	Secretary IV	23	240	240
	Secretary IV – Educational Services	23	240	240
9	Secretary IV – Special Education	23	260	260
	Speech and Language Pathology Assistant	29	192	192
10	Student Advisor	15	192	192
	Technology Technician	16	260	260
11	Technology Systems Specialist I	29	260	260
	Technology Systems Specialist II	41	260	260
12	Transportation Clerk	11	198	198
	Transportation Coordinator	18	260	260
	Transportation Coordinator II	22	260	260
13	Yard Duty supervisor	6	191	191
<b>Inactive Classifications</b>				
14	Account Clerk III (Payroll)	22	260	255
	Account Clerk IV	24	260	255
15	Bus Driver Trainer/Instructor	25	227.5	222.5
	Clerk Typist	8	192	187
16	Family Advocate	4	192	187
	Health Technician	10	192	187
17	Instructional Para-professional - Science	10	192	187
	Lead Child Care Worker	12	192	187
18	Maintenance HVAC Technician	23	260	255
	Mechanic	23	260	255
	Mechanics Helper	15	260	255
19	Parent Partner	15	211	206
	Personnel Technician I	12	260	255
20	Personnel Technician II	16	260	255
	Personnel Technician III	20	260	255
21	Pre-School Director	16	260	255
	Pre-School Teacher	12	260	255
	Shipping and Receiving Clerk I	8	260	255
22	Shipping and Receiving Clerk II	12	260	255
	Technology Systems Specialist	29	260	255

23  
24 updated 12/18/2014  
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Appendix B

**WINDSOR UNIFIED SCHOOL  
DISTRICT  
CLASSIFIED SALARY SCHEDULE  
FISCAL YEAR 2014/2015**

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
MO/HR					YEAR 5	YEAR 9	YEAR 13	YEAR 17	YEAR 21	YEAR 25
1	1804 10.41	1894 10.93	1990 11.48	2089 12.05	2194 12.66	2236 12.90	2279 13.15	2324 13.41	2366 13.65	2408 13.65
2	1849 10.67	1941 11.20	2038 11.76	2141 12.35	2248 12.97	2290 13.21	2375 13.70	2420 13.96	2461 14.20	2503 14.44
3	1894 10.93	1992 11.49	2090 12.06	2194 12.66	2305 13.30	2347 13.54	2390 13.79	2435 14.05	2477 14.29	2518 14.53
4	1943 11.21	2040 11.77	2144 12.37	2250 12.98	2362 13.63	2404 13.87	2447 14.12	2492 14.38	2534 14.62	2576 14.86
5	1992 11.49	2090 12.06	2196 12.67	2305 13.30	2421 13.97	2463 14.21	2506 14.46	2551 14.72	2593 14.96	2635 15.20
6	2040 11.77	2146 12.38	2252 12.99	2364 13.64	2482 14.32	2524 14.56	2567 14.81	2612 15.07	2654 15.31	2695 15.55
7	2092 12.07	2198 12.68	2307 13.31	2423 13.98	2544 14.68	2586 14.92	2629 15.17	2674 15.43	2716 15.67	2758 15.91
8	2146 12.38	2252 12.99	2364 13.64	2484 14.33	2609 15.05	2650 15.29	2694 15.54	2739 15.80	2780 16.04	2822 16.28
9	2198 12.68	2309 13.32	2423 13.98	2546 14.69	2671 15.41	2713 15.65	2756 15.90	2801 16.16	2843 16.40	2884 16.64
10	2253 13.00	2366 13.65	2484 14.33	2610 15.06	2739 15.80	2780 16.04	2824 16.29	2869 16.55	2910 16.79	2952 17.03
11	2310 13.33	2425 13.99	2548 14.70	2673 15.42	2806 16.19	2848 16.43	2891 16.68	2936 16.94	2978 17.18	3019 17.42
12	2368 13.66	2486 14.34	2610 15.06	2740 15.81	2877 16.60	2919 16.84	2962 17.09	3007 17.35	3049 17.59	3090 17.83
13	2427 14.00	2550 14.71	2674 15.43	2808 16.20	2948 17.01	2990 17.25	3033 17.50	3078 17.76	3120 18.00	3162 18.24

1											
2	14	2487 14.35	2612 15.07	2742 15.82	2881 16.62	3021 17.43	3063 17.67	3106 17.92	3151 18.18	3193 18.42	3234 18.66
3											
4	15	2551 14.72	2676 15.44	2810 16.21	2950 17.02	3099 17.88	3141 18.12	3184 18.37	3229 18.63	3271 18.87	3312 19.11
5											
6	16	2614 15.08	2744 15.83	2882 16.63	3023 17.44	3175 18.32	3217 18.56	3260 18.81	3305 19.07	3347 19.31	3389 19.55
7											
8	17	2678 15.45	2811 16.22	2952 17.03	3101 17.89	3257 18.79	3298 19.03	3342 19.28	3387 19.54	3428 19.78	3470 20.02
9											
10	18	2746 15.84	2863 16.52	3025 17.45	3177 18.33	3337 19.25	3378 19.49	3422 19.74	3467 20.00	3508 20.24	3550 20.48
11											
12	19	2813 16.23	2954 17.04	3103 17.90	3259 18.80	3423 19.75	3465 19.99	3508 20.24	3553 20.50	3595 20.74	3636 20.98
13											
14	20	2886 16.65	3026 17.46	3179 18.34	3340 19.27	3505 20.22	3546 20.46	3590 20.71	3635 20.97	3676 21.21	3718 21.45
15											
16	21	2955 17.05	3104 17.91	3260 18.81	3425 19.76	3595 20.74	3636 20.98	3680 21.23	3725 21.49	3766 21.73	3808 21.97
17											
18	22	3030 17.48	3182 18.36	3342 19.28	3510 20.25	3683 21.25	3725 21.49	3768 21.74	3813 22.00	3855 22.24	3896 22.48
19											
20	23	3106 17.92	3264 18.83	3427 19.77	3597 20.75	3777 21.79	3818 22.03	3862 22.28	3907 22.54	3948 22.78	3990 23.02
21											
22	25	3266 18.84	3428 19.78	3598 20.76	3779 21.80	3968 22.89	4009 23.13	4052 23.38	4098 23.64	4139 23.88	4181 24.12
23											
24	27	3430 19.79	3600 20.77	3782 21.82	3971 22.91	4170 24.06	4212 24.30	4255 24.55	4300 24.81	4342 25.05	4384 25.29
25											
26	29	3602 20.78	3784 21.83	3973 22.92	4172 24.07	4378 25.26	4420 25.50	4463 25.75	4508 26.01	4550 26.25	4592 26.49
27											
28	31	3784 21.83	3973 22.92	4172 24.07	4552 26.26	4597 26.52	4638 26.76	4682 27.01	4727 27.27	4768 27.51	4810 27.75
29											
30	33	3973 22.92	4172 24.07	4378 25.26	4597 26.52	4827 27.85	4869 28.09	4912 28.34	4957 28.60	4999 28.84	5040 29.08
31											
32	35	4172 24.07	4378 25.26	4597 26.52	4827 27.85	5068 29.24	5110 29.48	5153 29.73	5198 29.99	5240 30.23	5281 30.47

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<b>37</b>	4378 25.26	4597 26.52	4827 27.85	5068 29.24	5321 30.70	5363 30.94	5406 31.19	5451 31.45	5493 31.69	5534 31.93
<b>39</b>	4597 26.52	4827 27.85	5068 29.24	5321 30.70	5588 32.24	5630 32.48	5673 32.73	5718 32.99	5760 33.23	5801 33.47
<b>41</b>	4827 27.85	5068 29.24	5321 30.70	5588 32.24	5867 33.85	5909 34.09	5952 34.34	5997 34.60	6039 34.84	6080 35.08
<b>43</b>	5068 29.24	5321 30.70	5588 32.24	5867 33.85	6160 35.54	6202 35.78	6245 36.03	6290 36.29	6332 36.53	6373 36.77
<b>45</b>	5321 30.70	5588 32.24	5867 33.85	6160 35.54	6469 37.32	6510 37.56	6554 37.81	6599 38.07	6640 38.31	6682 38.55
	<ul style="list-style-type: none"> <li>• Split Shift Differential = \$10.87 per day</li> <li>• A five percent (5%) shift differential shall be paid for any scheduled hours worked between 8:00 pm and 6:00 am</li> <li>• Shift differential shall be considered as part of base pay</li> <li>• Unit members who receive a change in position shall be placed on the salary schedule in accordance to their current Step at the appropriate Range for the new classification</li> <li>• Steps E – J are accumulated during service within the Windsor Unified School District</li> </ul>									
	Board Approved: 7/22/2014									

1 **APPENDIX C**

2 WINDSOR UNIFIED SCHOOL DISTRICT

3 Absence Reporting Procedures

4 The District requests that you notify the Automated Substitute Placement and Absence  
5 Management System AESOP at least ninety (90) minutes prior to your regular duty  
6 hours.

6 AESOP 1 800 942-3767  
7 [www.aesopeducation.com](http://www.aesopeducation.com)  
8 [www.wusd.org](http://www.wusd.org) (Staff Tab-Resource Link-AESOP)

8 Return to Work - All personnel must notify their immediate supervisor by 4:00 p.m.  
9 on the day preceding their return to work.

10 Windsor High School	837-7767 ext. 2101
11 Brooks Elementary School	837-7717
12 Mattie Washburn School	837-7727
13 Windsor Middle School	837-7737
14 Cali Calmecac Charter	837-7747
15 Windsor Creek	837-7757
16 Windsor Oaks Academy	837-7771
Technology Department	837-7707
Transportation Department	837-7795
Maintenance Department	837-7796 ext.1303
District Office	837-7703
Special Education Department	837-7704

17 **Exceptions:**

18 Classified employees below are to contact their immediate supervisor at least sixty  
19 (60) minutes prior to your regular duty hours.

19 Bus Drivers: Call and leave a message with the Transportation  
20 (WUSD & NCC) Department at 837-7795. (24-hour answering  
21 machine)

21 Custodians, Grounds Call and leave a message with the Maintenance  
22 and Maintenance Staff: Department at 837-7796. (24-hour message  
23 machine)

24 Food Service Staff: Call and leave a message - 837-7780.

25 **Employees shall complete a D0-100, EMPLOYEE ABSENCE**

**REQUEST/REPORTING FORM for absences other than sick leave.**

1  
2 **APPENDIX D**

3  
4 WINDSOR UNIFIED SCHOOL DISTRICT

5 Schedule for Accumulation of Vacation

6  
7 Employees will accrue their annual vacation leave on the “anniversary date” of their  
8 first employment with the District. Employees shall earn the amount of vacation listed  
9 per year if the employee was in paid status for more than one-half (1/2) of the working  
10 days in every month. For employees who are in paid status for less than one-half (1/2)  
11 of the working days in a month, the vacation earned for that month shall be calculated  
12 at the hourly rate listed below for every hour in a paid status excluding overtime.

11 Beginning on the  
12 anniversary of your  
13 hire date

(12 month)

(11 month)

(School Term)

Anniversary Date	Year	Month	Hour	Year	Month	Hour	Year	Month	Hour
1 <sup>st</sup>	12.0	1.00	.04706	11.0	1.00	.04706	10.0	1.0	.04706
4 <sup>th</sup>	18.0	1.50	.07059	16.5	1.50	.07059	15.0	1.5	.07059
9 <sup>th</sup>	21.0	1.75	.08235	19.0	1.75	.08235	17.5	1.75	.08235
14 <sup>th</sup>	24.0	2.00	.09412	22.0	2.00	.09412	20.0	2.00	.09412
19 <sup>th</sup>	27.0	2.25	.10588	25.0	2.25	.10588	22.5	2.25	.10588

18 A proration will be enacted for vacation accrual when an anniversary date is reached.

19  
20 Vacation grants are adjusted appropriately when an employee leaves the district.

Appendix E

WINDSOR UNIFIED SCHOOL DISTRICT

Classified Performance Evaluation

Employee Name: \_\_\_\_\_

Evaluation Period: From \_\_\_\_\_ To: \_\_\_\_\_ Classification: \_\_\_\_\_

Report Type: Probation Annual Special

Site: \_\_\_\_\_ Supervisor's Name/Title \_\_\_\_\_

Performance Level Rating Scale:

1=Exceed District Standards 2=Meets District Standards 3=Below District standards

**Performance Factors**

**Performance Level**

1. **Knowledge of Work:** Understanding of job duties, procedure, and all phases of work.

2. **Quality of Work:** Thoroughness, accuracy and neatness.

3. **Productivity:** Accomplishments or volume of work. Output relative to schedules and/or expectations.

4. **Dependability:** Reliability in following through on assignments and instructions; meeting deadlines.

5. **Organization of Work:** Effective use of time, materials, and resources.

6. **Initiative:** Resourcefulness independent thinking, attention and application to work.

7. **Attitude:** Willingness to work with supervisor, associates, students, and the community. Creates a favorable impression of cooperation.

8. **Attendance:** Punctuality, and/or consistency, in conforming to work hours.

1 **Performance Evaluation for:** \_\_\_\_\_ **Date:** \_\_\_\_\_

2  
3 **SUMMARY: General Performance and Overall Evaluation**

4  
5  
6  
7  
8  
9  
10  
11

12 **Overall Performance Rating**

13 Satisfactory/Strong: Meets or exceeds district standards.  
14 Provisional: Overall satisfactory performance with areas of  
15 improvement needed. Performance Improvement Plan  
Optional. (See Appendix F)  
16 Unsatisfactory: Does not meet district standards; Performance  
17 Improvement Plan required.

18 \_\_\_\_\_  
Signature of Evaluator Signature of Employee  
19  
20 \_\_\_\_\_  
Date Date

21  
22 In signing this Classified Performance Evaluation, the employee acknowledges having  
23 seen and discussed this report. An employee's signature does not necessarily indicate  
24 agreement with the conclusion of the evaluator. The employee may submit a response  
25 to the report, in writing, to the administrator. The employee has ten (10) working days  
from the receipt of this appraisal to make any signed written comments. That response  
will be attached and filed with the Classified Performance Evaluation on file at the  
District Office.  
(44031, Ca, Ed. Code)



**WINDSOR UNIFIED SCHOOL DISTRICT  
Performance Improvement Plan**

Employee's Name: \_\_\_\_\_

This document may be completed as a result of a "provisional" Overall Performance Rating and shall be completed as a result of an "unsatisfactory" Overall Performance Rating.

1. Description of the improvement needed:
  
2. Timetable for achieving improvement:
  
3. Actions to be taken to achieve improvement:
  
4. How improvement will be measured:
  
5. The consequences of not improving:

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1 **APPENDIX G**

2 **WINDSOR UNIFIED SCHOOL DISTRICT**  
3 **REQUEST FOR COURSE APPROVAL (CLASSIFIED)**

4 \_\_\_\_\_  
5 Name School or Location Date

6 I request approval of the following course(s):

7 Course Number	Date to be Taken	Course Title or Description	College/School/Other	Units. Sem./Qtr. Hrs.
8				
9				
10				
11				

12 Explanation of course content:

13 \_\_\_\_\_  
14 \_\_\_\_\_

15 Objective in taking the course:

16 \_\_\_\_\_  
17 \_\_\_\_\_

18 \_\_\_\_\_  
Applicant's Signature

19 Principal/District Supervisor's  
20 Recommendation:

21 \_\_\_\_\_  
22 \_\_\_\_\_

22 \_\_\_\_\_  
Principal/Supervisor Signature

23 \_\_\_\_\_  
24 \_\_\_\_\_ Approved

25 \_\_\_\_\_ Disapproved

\_\_\_\_\_  
Superintendent/Designee

Appendix H

*Jobs Requiring CPR/First Aid Training*

POSITION	CPR	FIRST AID
Assistant to the Visually Impaired I	X	X
Assistant to the Visually Impaired II	X	X
Bilingual Paraeducator I	X	X
Bilingual Paraeducator II	X	X
Bilingual Paraeducator II – Health Care Aide	X	X
Bilingual Paraeducator II – Behavior Assistant	X	X
Bus Driver	X	X
Campus Supervisor	X	X
Child Care Program Asst.	X	X
Child Care Program Coordinator	X	X
Food Service (all)	X	X
Health Assistant	X	X
Paraeducator I	X	X
Paraeducator II	X	X
Paraeducator II – Health Care Aide	X	X
Paraeducator II – Behavior Assistant	X	X
School Secretary	X	X
School Secretary II	X	X
Student Advisor	X	X
Yard Duty Supervisor	X	X