

Master Agreement

Between

WILLITS UNIFIED SCHOOL DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 261

JULY 1, 2022 through JUNE 30, 2025

Signatures:

\_\_\_\_\_  
For the Board:

\_\_\_\_\_  
For CSEA, Chapter 261:

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

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

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## ARTICLE 1– AGREEMENT

This agreement is entered into between the California School Employees Association and its Willits Chapter 261, hereinafter called “CSEA” and the Willits Unified School District, hereinafter called “District.” The contract shall have a term of three years – July 1, 2022, through June 30, 2025.

- A. The District has recognized CSEA as the exclusive representative of classified personnel (excluding management, supervisory, and confidential employees).
- B. “Employees” in this Agreement refers to all individuals for whom CSEA serves as the exclusive representative.
- C. The District and CSEA shall jointly conduct a classification study during the term of the Agreement to rewrite all job descriptions.
- D. Wages and health benefits shall automatically be reopened each year.
- E. Either party may request to modify or amend two other articles in the contract per year.

## ARTICLE 2 – ORGANIZATIONAL RIGHTS

- A. Distribution of Contracts: Within thirty (30) days after the execution of this contract, the CSEA shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. The District shall provide copies of the CSEA contract and CSEA introductory letters to all new classified employees at time of hire, or within 14 days. Future requests of the contract shall be submitted in writing to the District Office.
- B. The District shall provide all necessary equipment and materials for the printing or duplication. The above also shall apply to any modification or amendments executed during the life of this contract.
- C. The District shall provide the CSEA president with a copy of the Board Agenda and public backup materials prior to each board meeting. This shall constitute actual and constructive notice to CSEA of all items and actions contained therein.
- D. Negotiations
  - 1. In each year of negotiations, contract proposal shall be sunshined on or before January 31 granted negotiations for the prior year have been closed.
  - 2. Negotiations sessions shall be scheduled by mutual agreement in regard to times, days and hours.
  - 3. CSEA may designate unit members to participate in negotiations. Every effort will be made by CSEA to maintain a negotiating team for the year that is consistent for reasons of continuity, and efficiency.
  - 4. When negotiations are being held during work hours, school sites will make every effort to hire subs for negotiators. CSEA negotiators will provide the sites with the dates of sessions in a timely manner, so the substitutes can be arranged. Paid release time will be provided.
  - 5. Within 30 days of ratification of both parties, the District shall supply CSEA a copy of the new contract and amendments for proofreading and approval.
  - 6. Upon approval of the new contract language, the District shall print and distribute copies to all members. New employees will receive a copy of the contract upon employment.

### ARTICLE 3 - DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers to direct, manage, and control to the full extent of the law, and such powers are limited only by the express written terms and conditions of this Agreement.
- B. Included in but not limited in those duties and powers are the exclusive rights to: Determine the times and hours of operation including instructional time, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals and objectives, ensure the rights and educational opportunities of students, determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of District operations, determine the curriculum, build, move, or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue. The Board also retains the right to hire, evaluate, promote, lay off, terminate, and discipline employees in accordance with applicable law. This Article shall not be interpreted as a prohibition against the CSEA to provide input on any such matter.
- C. The exercise of these powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

## ARTICLE 4 - GRIEVANCE PROCEDURE

### A. Definitions

1. A grievance shall be defined as an alleged violation of the express written terms of this contract.
2. A grievant is an employee(s) of the District covered by this Agreement or CSEA.
3. A day means any day on which the central administrative offices of the Willits Unified School District are open for business.
4. The immediate supervisor is the lowest level administrator/supervisor having immediate jurisdiction over the grievant and who has been designated to administer grievances.
5. In no event shall any grievance be filed more than twenty (20) days after the act or omission that had been grieved occurred. Any grievance filed after the expiration of this time period shall be considered untimely and shall be subject to immediate dismissal.

### B. Informal Level

1. Before filing a grievance, the grievant shall attempt to resolve any problem or complaint by an informal conference with their immediate supervisor. The grievant shall indicate to the supervisor that the discussion constitutes the informal level of the grievance procedure.

### C. Formal Levels

#### 1. Level I

- a. If a grievance still exists after the informal conference, the grievant may invoke the following steps:
  - (1) Within ten (10) days of the informal level conference, the grievant must present the grievance in writing to the immediate supervisor.
  - (2) This statement must be a clear, concise statement of the grievance, citing the specific provision(s) of this contract alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought.

- b. The immediate supervisor shall communicate a decision to the grievant, in writing, within (10) days after receiving the written statement of the grievance.

#### 2. Level II

- a. The grievant may within five (5) days of the receipt of the decision of Level I appeal the decision to the Superintendent or his designee.
  - (1) The appeal must include a copy of the original grievance, or decision rendered at the preceding level, and a clear, concise statement of the reasons for appeal.
  - (2) The Superintendent, or his designee, shall meet with the grievant and shall communicate a written decision within five (5) days after receiving the statement of appeal of the grievance.

#### 3. Level III

- a. The grievant may within ten (10) days of receipt of the decision from the above level appeal the decision to the Board of Education or to CSEA for possible arbitration, under Option I or II below.

#### Option I – Arbitration

- (1) Upon receipt of an appeal for arbitration from the grievant, CSEA shall immediately notify the District Superintendent. Within ten (10) days of the receipt of the appeal CSEA shall decide whether or not to invoke arbitration and shall notify the grievant and the District Superintendent in writing of the decision. If CSEA refuses to take the grievance to arbitration, the grievant may appeal the decision to the Board of Education under Option II within five (5) days of receipt of CSEA's decision.
- (2) Within ten (10) days of a decision to invoke arbitration, the District and CSEA shall attempt to mutually select an arbitrator. If the parties cannot agree on an arbitrator, the District and CSEA shall request from the State Mediation and Conciliation Service ("SMCS") a list of seven (7) arbitrators.
- (3) Upon receipt of the list, the District and CSEA shall attempt to mutually agree to an arbitrator from the list. If agreement is not reached, the District and CSEA shall alternately strike names from the list until the arbitrator is selected. The order of striking shall be determined by lot. Each party shall be responsible for its share of the SMCS administration fee. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the SMCS.
- (4) The arbitrator shall render an advisory decision and/or award on the grievance which shall be provided to the District and CSEA.
- (5) The Board of Education shall implement the decision and/or award at the next regular meeting following receipt of the decision.
- (6) The costs of arbitration shall be borne equally by the District and CSEA.

#### Option II - Board of Trustee's Appeal

- (1) Within thirty-two (32) days of receipt of the appeal from the grievant, the Board of Education shall conduct a hearing on the grievance in the open or closed session as requested by the grievant. At the hearing the grievant shall have an opportunity to testify, present evidence and present witnesses pertaining to the grievance.
- (2) Within fourteen (14) days of the hearing, and prior to the final resolution of the grievance, the District shall provide a copy of the proposed resolution to CSEA and the grievant. CSEA shall have seven (7) days to comment on the proposed resolution.
- (3) The Board's final decision shall be made available to the grievant and CSEA within twelve (12) days following provision of the proposed resolution to CSEA.

#### D. General Provisions

1. An extension to any time limit stated may only be made by mutual written agreement of the parties. A grievant's failure to process or appeal a grievance within any time limit set forth in this article shall cause the grievance to be immediately dismissed. The District's failure to respond to a grievance within any time limit set forth in this Article shall result in the grievance being moved automatically to the next step of the grievance procedure.
2. All documents, communications and records dealing with the processing of a grievance shall be maintained in files separate from the personnel file of the employee.
  - a. Employee-Processed Grievance: An employee covered by this Agreement may present a grievance directly to the District and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution.

- b. Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure any District employee whose appearance is reasonably required, provided that a prior written request is made by the grievant or CSEA at least twenty-four (24) hours prior to the time scheduled for the hearing. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.
- c. Job Stewards: Should the grievant request assistance from CSEA in the processing of the grievance, the CSEA Job Steward shall be granted reasonable amounts of release time for processing the grievance. Any disputes over the reasonableness or release time taken or granted shall be processed through the P.E.R.B.
- d. Authority: Job Steward(s) shall have the authority to prepare and/or file documents and forms on behalf of employees and to represent employees relative to this grievance procedure, with the prior written consent of the employees.

## ARTICLE 5 - HOURS AND OVERTIME

- A. Workweek: The full-time work-week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day, for a total of forty (40) hours per week.
- B. Workday: Each employee shall be assigned a fixed, regular and ascertainable minimum number of daily and/or hours and annual days of employment.
- C. Increase in Assigned Time: Any employee who, with the approval of their supervisor, works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall receive the proportionate increase in benefits provided by Education Code 45137.
- D. Lunch Periods: Employees working five (5) or more consecutive hours per day shall be entitled to an uninterrupted, unpaid lunch period of not less than 1/2 hour. Lunch periods for full-time employees shall be at or about the midpoint of each work shift.
- E. Rest Periods: Employees shall be granted rest periods which shall be at the rate of fifteen (15) minutes per four consecutive four (4) hours worked.
- F. Overtime: Overtime is defined to include any time worked in excess of eight (8) hours in any day and in excess of forty (40) hours in a calendar week. Overtime shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee.
  - 1. Notwithstanding the above provisions, any employee having an average workday of four (4) or more hours and a workweek of five (5) consecutive days shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to 1 1/2 times at the regular rate of pay of the employee designated and authorized to perform the work.
  - 2. An employee having an average workday of less than four (4) hours during the workweek shall, for any work required to be performed on the seventh day following the commencement, of his or her workweek, be compensated at a rate equal to 1 1/2 times the regular rate of pay of the employee designated and authorized to perform the work.
  - 3. All hours worked in excess of the regular assignment must have prior written approval of the immediate supervisor and/or the Superintendent or designee.
  - 4. All hours worked on holidays designated by this Agreement shall be compensated at one and one half (1-1/2) times the regular rate of pay in addition to regular holiday pay of the employee.
- G. Compensatory Time Off: An employee shall have the option of requesting to take compensatory time off in lieu of cash compensation for overtime worked. Such request shall be submitted to the immediate supervisor for approval. Compensatory time off shall be granted at the same rate as the appropriate rate of overtime.
- H. Call In Time: Call in Time is defined as any time that an employee is required to perform unscheduled work which does not continuously precede or follow the employee's regularly scheduled shifts. Employees shall be compensated for at least two (2) hours of pay at the applicable regular or overtime rate when called in to work as defined in this paragraph.
  - 1. Right of Refusal: Any employee recalled or requested to work overtime for emergency situations may refuse the request if they have personal commitments which cannot be disregarded. In the event all employees in a given classification refuse the emergency work request, the assignment will be made by the District on a rotating basis in reverse order of seniority. The employee so assigned will either perform the work or make arrangements for another employee in the same classification to take the assignment.

- I. Standby Time: Employees assigned to special trips or locations who are required to remain on standby for the duration of the event shall be paid for all standby hours at their regular rate of pay. Whenever any combinations of work or standby hours in a day exceeds the eight (8) hours workday or forty (40) hour workweek, the excess hours shall be compensated at the appropriate overtime rate. Notwithstanding the preceding paragraph, if a special trip or location requires one or more overnight stays, the District shall be relieved of the obligation to pay the employee for standby or other hours for any hours between the time of 5:00 p.m. and 8:00 a.m., unless actual work is performed within this period.
- J. Release Time: All employees who work an evening shift shall be granted one hour of release time once per month during the life of this Agreement for attendance at regular CSEA chapter meetings. Such meetings shall be held on a weeknight. CSEA shall notify the District in writing, in advance of each meeting of its scheduled date and location. CSEA shall provide the District with a roster of attendance at each such meeting. An employee who takes the available release time but who does not attend the CSEA meeting shall be docked one hour's pay.
- K. Release Time for President or Designee: The District shall grant up to ten (10) total hours of release time for the CSEA Willits Chapter #261 President, elected officers or designated site representative(s) to conduct CSEA business during the work day, with the prior approval of the site supervisor, which will be forwarded to the Superintendent by the CSEA President or designated person being granted release time. The ten hours of release time is not per individual, it is per unit per year. Any hours over the 10 hours per year will not be paid by the District. *The Chapter president shall additionally be granted up to ten (10) hours release time as required to attend board meetings and District-wide budget meetings only if those meetings conflict with his or her assignment.* (This release time is over and above release time provided for negotiations, and the investigation and filing of grievances.)
- L. Summer Work: Summer work shall be assigned according to the following criteria and provisions:
1. Employees who work in their regular classification during the summer and are not regularly so assigned, shall be paid their regular rate of pay. In addition, such employees shall accrue sick and vacation leave on a prorated basis. Employees in this category may also utilize accrued sick leave during summer assignments.
  2. Employees who work during the summer and are not regularly so assigned and work in an existing job classification, but not in the employee's regular job classification, shall be paid up to Step C of the salary range for the classification they are working in, depending on experience. In addition, such employees shall accrue sick and vacation leave on a pro-rated basis. Employees in this category may also utilize accrued sick leave during summer assignments.
  3. Employees who work during the summer on special short term summer projects in a classification that does not exist during the regular academic school year shall be paid the established hourly rate of pay. Such positions shall not accrue or be able to use any contractual leave.
  4. Academic year employees shall be given preference in categories #1 and #2, when applicable. When applicable, all summer positions in category #3 shall be filled on the basis of qualifications and first date of paid service in the District. Should qualifications be relatively equal the most senior person shall be given preference.
  5. The above summer work assignment provisions shall not apply to work provided through state and federally subsidized work programs or court ordered community service programs or situations where contracting-out is appropriate.
  6. The District will notify employees via email and posting on the District website of available summer work if it is offered.

## ARTICLE 6 - PAY AND ALLOWANCE

1. CSEA and the District agree to move the following classifications as listed below:

Accounts Clerk will move from Range 9 to Range 11  
Assistant Cook will move from Range 2 to Range 8  
District Clerk will move from Range 9 to Range 11  
DMOT Administrative Assistant will move from Range 12 to Range 15  
Day Custodian will move from Range 5 to Range 8  
Night Custodian will move from Range 5 to Range 8  
Secretary will move from Range 9 to Range 11  
Secretary/Registrar will move from Range 10 to Range 11  
Special Education Administrative Assistant will move from Range 10 to Range 11

2. CSEA and the District agree to add 17% increase to the current salary schedule effective July 1, 2022 with an additional 6% increase to the salary schedule effective July 1, 2023 and another 2% to the salary schedule effective January 1, 2024.

- A. Frequency - Once Monthly: All employees shall be paid once per month payable on or before the last working day of the month. If the normal payday falls on a holiday, the paycheck shall be issued on the preceding workday. Payment for overtime or extra work shall be made on or before the tenth of the following month. All classified employees working in the month of August shall be paid in that month.  
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- B. Payroll Errors: Any payroll error resulting in insufficient payment for an employee shall be corrected, and a supplemental check issued within five (5) days. (Ed Code §45167) Any payroll error resulting in an overpayment shall be corrected by payroll deduction. If deduction of the overpayment would reduce the employee's net pay thereby causing a financial hardship to the employee, the payroll deductions will be made by mutual agreement for repayment.
- C. Lost Checks: Any paycheck for an employee which is lost or is not delivered within five (5) days of mailing, if mailed, shall be replaced as soon as can be arranged by the processing agency.
- D. Salary Placement Upon Transfer: An employee receiving a promotional transfer shall be placed at the lowest step of the higher class which provides for an increase in salary of at least five (5) percent. An employee receiving a lateral or demotional transfer shall be placed at the same salary step in the new class (if any), as placed at prior to the transfer. A lateral transfer does not interrupt the employee's normal step progression or longevity entitlements.
- E. Out-of-Class Pay - Temporary Promotion: Any employee who, at the direction of a District administrator, substitutes for an absent employee in a higher class or who performs the duties of a higher class shall be compensated for all the working days of such substitution or service at the higher class in the same step in which the employee is currently placed in their regular class. Please see Article 10.A.3.
- F. Mileage, Meals, and Lodging: The Travel allowances and reimbursement procedure developed by the State of California and used by the District shall apply for all travel out of town which has received approval from the Superintendent or designee. A legible, valid receipt indicating the name of the business providing the service must be provided by the employee to receive reimbursement.  
  
It is the expectation that the employee will have breakfast prior to beginning work unless the employee is on an overnight field trip.
- G. Reimbursement for Licenses/Certificates: The District shall reimburse all current employees required to maintain a nurse's license for the cost of renewing such license. The District shall not be obligated to reimburse such fees for individuals who need to secure such licenses and/or certificates in order to begin employment with the District.
- H. Bus Driver Training and Licensing: Bus drivers whose training is paid for by the District will upon becoming licensed, commit to working two full academic years for Willits Unified as a licensed bus driver. All drivers hired after 6/30/2019 will be required to be certified to drive every bus in the fleet

prior to a contract being offered. Drivers hired prior to 6/30/2019 will be required to complete District paid training to become certified for every bus in the fleet. Upon contracting, the drivers will sign a commitment letter stating that should they fail to serve the District as a licensed bus driver for two years, they will reimburse the District for the actual cost of training and licensing as follows:

The actual cost of training shall be divided by the contract work days in two school years giving a daily rate repayment. Each day of service the driver renders to the District shall be deducted from the original actual cost of the training. Should the employee leave employment through their own volition prior to the actual cost of training being reduced to a zero balance the employee shall pay the remaining balance due as a draw from their final paycheck or other means.

- I. Longevity: Longevity is included in the Classified Salary Schedule
- J. Step Advancement: Employees shall be advanced one salary step on July 1 if the employee was hired on or before December 31 of the preceding year and shall be advanced one additional step each July 1 thereafter, until the top salary is attained.. Initial placement shall normally be at Step A except in recognition of relevant skills, experience, qualifications and or education. This will go into effect on July 1, 2022, for all newly hired employees. All employees currently employed with WUSD will follow the old contract language.
- K. The District shall reimburse current employees required to undergo physical examinations as a condition of continued employment for the reasonable cost of such examinations. In addition, the District shall reimburse current employees required to undergo tuberculosis tests as a condition of continued employment up to the amount of a TB test given through Public Health, if available in Willits at a reasonable cost. Reimbursement will be made only upon timely submission of verified receipts showing payment by the employee for the examination. The District shall not be obligated to reimburse such fees for individuals who need to undergo such examinations in order to begin employment with the District. The District will not be required to provide reimbursement for such examinations should any such examination or tuberculosis test be available free of charge to an employee, and the employee fails to take advantage of the free examination or test.
- L. Early Retirement
  - 1. Any employee who:
    - a. has reached fifty-five (55) years of age;
    - b. has submitted proof of retiring under the Public Employee Retirement System (PERS) with at least twenty (20) years of service with the District; and
    - c. has applied for this program at least three (3) months before their retirement date may participate in the District Early Retirement Program. One or more of these requirements may be waived by the District should an employee wish to participate due to health reasons or family emergencies or should such participation enable avoidance of layoff of permanent District employees.
  - 2. The District Early Retirement Program shall consist of a payment to the retiree of \$10,000 upon retirement. If the employee works less than full-time, the \$10,000 shall be prorated by the percentage of time the employee works compared to forty (40) hours per week.
  - 3. An employee with at least fifteen (15) but less than twenty (20) years of service and who meets all other criteria in 6.L.1 shall qualify for a payment of \$7,500 upon retirements. If the employee works less than full-time, the \$7500 shall be prorated by the percentage of time the employee works compared to forty(40) hours per week.
- M. Salary: Employees shall be paid in accordance with the salary schedule found in the Appendix.

#### ARTICLE 7- MEDICAL AND DENTAL BENEFITS

For the 2022/23, 2023/24, and 2024/25 Academic Years the District will contribute \$500 of the employee contribution per 1.0 FTE over the \$12,500 cap on medical benefits. This agreement ends June 30, 2025. Should WTA receive more on benefit contribution, CSEA's shall automatically be raised to match.

##### A. General Provisions:

1. Effective July 1, 2022, the WUSD employer contribution for Medical Health and Welfare benefits will be capped at \$12,500 (medical) per full time employee. Any employee required to enroll in the health and welfare plan via the District or insurance rules or policy shall receive the maximum District contribution toward their health and welfare plan. The employee will pick up any increase cost of Health and Welfare benefits. For employees who work 20 or more hours per week but are not required to take the health and welfare plan, the District's contribution towards the purchase of health benefits shall be prorated based on the number of hours per week which the employee is regularly scheduled to work.
2. Minimum Hours to Qualify for Benefits. In order to receive any District contribution towards the purchase of medical and dental benefits, an employee must be regularly scheduled to work twenty (20) or more hours per week, except as provided in Article 16, Section P of this Agreement.
3. Payroll Deductions. Employees who are regularly scheduled to work less than forty (40) hours per week and who thereby will not receive District contributions sufficient to meet the full cost of applicable health and dental insurance, shall pay through payroll deduction the difference between the cost of the medical and dental insurance premiums and the applicable District contribution.
4. Retiree's Purchase of Benefits. Any employee retiring through the Public Employees Retirement System may purchase District medical benefits until age 65, if the carrier agrees to such purchase without increasing District costs.

- B. State Disability Insurance. The District shall agree to contract for a program of disability insurance through the Unemployment Compensation Disability fund (SDI) for all employees, such program to be fully paid for by the employees through payroll deduction. The SDI contract shall specify coordination of SDI basic benefits and accumulated sick leave to the effect that, for each day's absence, the employees accumulated sick leave shall be reduced by only that amount which, when, combined with the SDI basic benefit amount, equals a regular day's pay. An employee receiving benefits under this provision shall endorse and promptly deliver to the District all disability insurance basic benefit checks received. The District shall, in turn, issue the employee normal salary warrants, and shall deduct normal payroll deductions from that portion of the warrant amount in excess of the disability insurance basic benefit amount.

## ARTICLE 8– HOLIDAYS

- A. Employees shall be entitled to the following paid holidays and any other holidays to which employees may become entitled as a result of future changes in law.

### Full-time Employee

Juneteenth

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving\*

Day before Christmas

Christmas Day

New Year's Day

Dr. Martin Luther King, Jr. Day

Lincoln Day

Washington Day

Memorial Day

\*In Lieu of Admission Day

- B. In order to be eligible to receive credit for any of the holidays listed in this section, the employee must be in a paid status on the normal workday immediately preceding or succeeding the holiday. Employees whose normal work assignment placed them in a paid status on the last day preceding or the first day succeeding the winter recess for pupils and certificated employees, shall be granted the holidays of Christmas Day, and New Year's Day.

## ARTICLE 9 – VACATIONS

- A. Full-time regular employees shall be entitled to vacation with pay as follows:
  - 1. The first five (5) years of continuous employment – ten (10) days vacation credited on July 1 each year.
  - 2. After five (5) years of continuous employment – fifteen (15) days per year credited on July 1 of each year.
  - 3. After ten (10) years of continuous employment – twenty (20) days per year credited on July 1 of each year.
- B. Paid vacation shall be taken during the fiscal year (July 1 – June 30) in which it is earned.
- C. Credit for vacation leave need not be accrued prior to taking such leave. However, a new employee of the District shall not be eligible to take more than five (5) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- D. Pay for vacation days for employees shall be the same as that which the employee would have received had they been in a duty status.
- E. Upon separation, permanent employees are entitled to a lump sum payment for any earned vacation not used. Vacation taken before completion of the year in which it is credited may be subject to payroll deduction in the employee's final pay warrant.
- F. If the previously scheduled dates of an employee's approved vacation occur during a period when they are on leave due to illness or injury, they may request that their vacation dates be changed. The District may grant or deny such request for changed vacation dates in accordance with the work needs of the District at the time.
- G. Should there be insufficient time earned before the end of the fiscal year for the employee to complete their earned vacation, the District shall allow sufficient vacation carry over as a preclude loss to the employee.
- H. *Effective July 1, 2010*, vacation shall not be accrued in excess of *160 hours* unless authorized by the Superintendent or designee. Written notification indicating an employee has exceeded *160 hours* accrued vacation (the balance to be determined July 1) will be provided by August 1. The notification will inform the employee that they have the option of taking any excess days off as paid vacation days or working their regular work days and receiving their daily rate of pay for excess days accrued by December 1. The District will pay the employee at the end of the fiscal year for all accrued vacation days in excess of *160 hours* which the employee did not take off as vacation days.
- I. Vacation Scheduling:
  - 1. For planning purposes, tentative vacation schedules will be submitted by every employee who takes vacation leave during the year. The tentative schedule will be submitted to the employee's immediate supervisor by May 15 of each year. In order to be valid, a request for vacation time must be made in writing and approved in writing by the immediate supervisor, and/or the Superintendent of Schools at least ten (10) working days prior to taking vacation. The District shall give reasonable consideration to employee requests for desired vacation periods, but may exercise reasonable control over when vacations are approved or denied, based on operational necessity. Vacations may be requested for any time during an employee's work year, however vacation time on instructional days must be preapproved by the Superintendent
  - 2. The District reserves the right to deny a vacation request of a twelve (12) month employee if a work location were to be uncovered. If all vacation request procedures are followed, the employee with the most seniority at that work location will be given priority for their vacation request.

- a. Vacation request made by 12-month employees for the 2-week period prior to the return of students for the new school year and/or the week after students are out of school for summer recess (traditional calendar) will be denied unless the site supervisor recommends approval of the request to the Superintendent and Superintendent approves the request.
  3. Requests for emergency vacation time may be approved without complying with the ten (10) day notice. However, such requests will only be granted in highly unusual circumstances.
- J. Interruption of Vacation: An employee shall be permitted to interrupt or terminate vacation in order to begin sick leave requiring services of a doctor, or bereavement leave without return to duty status provided the employee immediately notifies the District superintendent in writing and submits supporting written information acceptable to the District substantiation for such interruption or termination. Such information may include, at the District's request, a physician's written verification of illness.
1. A paid holiday that falls during an employee's scheduled vacation shall not be considered a vacation day.

## ARTICLE 10 - TRANSFERS AND VACANCIES

- A. Classification: Every bargaining unit position shall be placed in a range, and each classification shall be described in a job description.
1. When the District creates a new classification, the District shall notify CSEA by sending the Chapter 261 President or designee the job description and suggested salary range, and will meet with the Executive Board or their appointed committee and negotiate the salary placement to which the new position(s) is allocated, if requested to by CSEA within ten (10) business days.
  2. Whenever the District wants to create a new job class by adding to, or combining duties from existing classification, the District shall notify CSEA, and shall meet and negotiate the new job description and salary placement of the new position(s) with CSEA prior to any posting of the position(s).
  3. In accordance with California Education Code § 45110, when the District directs a classified employee to temporarily work outside of their existing job classification performing duties usually performed by a higher classification, they shall have their pay adjusted upward to the higher pay for the hours worked. When the District directs an employee to perform duties normally performed by a lower classification, they shall receive the normal rate of pay in their current classification. In all cases, the District cannot direct an employee to perform duties normally performed by a classification or bargaining unit for which the employee does not meet the minimum qualifications. This section shall not be applied to employees in an arbitrary or capricious manner.
- B. Posting Requirement: When an existing position becomes vacant or when the District creates a new position and it is to be filled, the vacancy shall be posted on the District website for not less than five (5) working days prior to being filled. The posting shall be emailed to CSEA members at the same time it is posted on the District website. This shall not restrict the District's ability to employ a substitute pending the filing of the vacancy, so long as the District actively seeks to fill the vacancy. If no permanent employee is hired prior to the 60<sup>th</sup> day, the District and CSEA shall meet and reach an agreement for an extension.
1. The In-house pool of candidates shall be considered prior to outside applicants being interviewed. An In-house Application must be completed and submitted to Human Resources by the posted In-house deadline. The In-house applications received after the In-house deadline may be included with outside candidate interviews.
- C. Posting Information: All vacancy postings shall include the job class title of the position, the daily hours, and annual days of employment, the assigned worksite, if known, and the salary range assigned the position.
- D. Application Requirement: Any employee may apply for the vacancy by submitting a written application to Human Resources of the District within the posting period. An employee on leave of absence may have their application submitted by CSEA. The District shall give all employees serious consideration for transfer to vacant positions for which they apply in a timely fashion. Permanent employees who possess the listed qualifications for the position shall be interviewed, if the District conducts interviews for the position.
- E. In-Class Transfer: When a permanent employee serving in the same class as the vacancy applies in a timely fashion for transfer to the vacant position they shall be granted the transfer provided that the employee can demonstrate that they have the qualifications and skills required in the current job description. When two or more permanent employees serving in the same class as the vacancy apply in a timely fashion for transfer to the vacant position, the most senior employee among them shall be granted the transfer, provided that the employee can demonstrate that they have the qualifications and skills required in the current job description. Seniority for purposes of this Article shall be that seniority established in Article 16, Section C. This Section shall prevail over Section E in the event of conflict.

- F. Cross-Class Transfer (Promotional, Demotional or Lateral): When a permanent employee serving in a class different than the vacancy applies in a timely fashion for transfer to the vacant position, they shall be granted the transfer if they possess all of the basic qualifications for the class, and if their overall qualifications are equal or superior to those of other applicants (if any). When two or more employees meeting all of the above criteria apply, the District shall consider seniority in determining which employee is selected. Beginning 7/1/2019, for promotional transfers the employee shall be placed at the lowest step of the higher class which provides for no less than a 5% increase in hourly wage unless the District determines that the experience and qualifications are exceptional (for example: attendance, past performance, and evaluations) the District may place up to Step F.
- G. Open Transfer: When no employee qualified for transfer to a vacancy under the preceding two Sections applies for transfer, the District may fill the vacant position through the selection of another applicant.
- H. Involuntary Transfers: The administration is always ready to discuss employee duty assignments, prior to making any such assignments, whenever reasonably possible. Employee input into decision making is helpful and highly valued. However, the Superintendent or designee retains the sole authority to create and/or approve duty assignments to meet the educational needs of the District.
- I. Unsuccessful Applicants: Upon written request from an unsuccessful employee applicant, the District will inform the employee why they did not receive the transfer.
- J. Promotional Rights: If a permanent employee does not successfully complete the probationary period, after transferring to a position in a different job class, they shall be restored to a position in the former class equal to the position from which transferred. This may involve the concurrent revision of another employee who filled the vacancy created by the cross-class transfer. A permanent employee who receives a cross-class transfer, and who is required by the District to serve a probationary period in the new class shall be afforded the due process rights of a permanent employee in the event of disciplinary action. Reversion to the former class resulting from a transfer to successfully complete the probationary period does not constitute disciplinary action.
- K. Job Site Transfer: When it is necessary to meet the needs of the District, employees may be assigned to work in a location other than the employee's normal worksite with advanced notice of not less than one full business week. If the newly assigned worksite exceeds three (3) miles over the employee's normal worksite commute, the District will pay mileage at the IRS rate for no longer than one full school year. If the new work site has a combine daily commute of one half hour or more, that time shall be part of the employee's paid work schedule for one full school year.
- L. Swaps: Occasionally, two or more employees holding identical positions (same class) at the same or different worksites, with the same hours of employment, decide they would like to permanently switch positions. Written employee requests for swaps are subject to the written approval of the District and CSEA.
- M. Backfilling (Temporary - Transfer to Replace an Absent Incumbent): The purpose of this Section is to give employees opportunities to temporarily increase their hours of employment, temporarily increase their wages, and acquire experience in different job assignments and classes.
1. When the District decides to temporarily replace an employee who is absent from work for a Period of time anticipated by the District to last twenty (20) workdays or longer, the District shall offer this backfilling opportunity to other employees by posting the position at all work locations for not less than five (5) working days prior to selecting a replacement. The District may fill the position with a day-to-day substitute while processing a backfilling opportunity.
  2. In the event a qualified employee makes timely application for the backfilling opportunity, they shall receive preference over outside applicants. If two or more qualified employees make timely application for the backfilling opportunity, the employee with the greatest seniority shall be selected.
  3. For purposes of this Section, an employee accepting a backfilling assignment will be considered a substitute employee for the duration of the assignment, in the sense that the employee acquires no property right to the assignment. However, the employee will continue to receive

the normal rate of pay, appropriately prorated group insurance benefits (if any), leaves of absence and other terms and conditions of employment during the assignment. If the employment is in a higher class, the employee's rate of pay shall be increased accordingly. The employee shall be placed at the lowest step of the higher class which provides for no less than a 5% increase in hourly wage. For seniority purposes, all service in the backfilling assignment will be recorded as having been served in the employee's regular class.

4. The backfilling employee will revert to their regular assignment when the absent employee returns to duty. At the conclusion of the originally anticipated term of the backfilling assignment, if the absent employee is not able to return to duty and remains on an approved leave of absence, the term of backfilling assignment may be extended. In no event shall a backfilling assignment exceed one year in duration. If the absent employee leaves District employment during a backfilling assignment, the backfilling employee acquires no right to the position, which shall be posted for transfers under normal procedures.

N. Definitions: The following definitions apply throughout this Agreement:

1. Class - one or more positions which are distinguished from other positions by being sufficiently similar in duties, responsibilities, skills and working conditions that they can be included in one formal class description (Job description), with the same class title, and be paid the same rate of pay.
2. Position - Operationally, a collection of tasks regularly performed by one employee. Organizationally, an authorized, funded slot on the employer's staffing plan.
3. Swap - A situation where no vacancy exists, in which two or more employees holding equal positions are to switch assignments.
4. Transfer - The process by which an employee permanently leaves one position to fill a vacant position in the same or a different class.
5. Vacancy - An authorized, funded bargaining unit position which is not currently filled by a member of the bargaining unit.

O. The CSEA Chapter President or designee shall be informed of all impending classified interviews to afford the President the opportunity to make arrangements to have a CSEA representative on the interview panel. Should CSEA fail to designate a representative the District may move forward with interviews without a CSEA representative present.

## ARTICLE 11 – LEAVES

- A. Bereavement Leave: Every employee shall be granted necessary leave of absence, not to exceed five (5) days on account of the death of any member of their immediate family. Members of the immediate family as used in this section means: spouse/ domestic partner, mother, father, grandmother, grandfather, grandchild, son, daughter, brother, sister, aunt, uncle, niece, nephew, of the employee or of the spouse/domestic partner of the employee, and any person living in the immediate household of the employee. “Step” and legally adopted relationships will be considered the same as biological relationships.
- B. Jury Duty: Leave of absence without loss of pay shall be granted for:
1. Subpoenaed to be a witness in court in a case in which the employee is not an interested party or a voluntary witness.
  2. In case jury duty must be served, the District will pay up to the amount of the difference between the employee's regular earnings and the amount, if any, they receive for jury or witness fees.
  3. It is the responsibility of the employee to report absence for witness or jury duty in the same manner as for any other absence, and to present evidence of any pay received pursuant to such leave.
- C. Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- D. Sick Leave:
1. Leave of absence for illness or injury: For each full fiscal year of service, an employee employed on a twelve (12) month per year basis, five (5) days a week, shall be entitled to twelve (12) days leave of absence with full pay for illness or injury exclusive of all days they are not required to render service to the District.
  2. An employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months they are employed bears to twelve (12).
  3. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to the proportion of twelve (12) days leave of absence for illness or injury as the number of days they are employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph, read together, shall determine the proportion of leave of absence for illness or injury to which they are entitled.
  4. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served their regular work hours during the day of illness.
  5. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. For any illness extending beyond five (5) working days the District may require the signature of the doctor, using the form provided by the District office.
  6. If an employee does not use the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
  7. In lieu thereof, and if authorized by law and in accordance with PERS regulations, the employee may convert unused sick leave to retirement credit in accordance with Government Code section 20862.5 or its successor if the employee is filing a request for retirement.

E. Maternity Leave:

1. An employee may utilize earned sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom.
2. An employee may agree in writing with the Superintendent to take maternity leave without pay.

F. Industrial Accident and Illness Leave: Industrial accident or illness leave shall include the following provisions:

1. Employee is entitled up to sixty (60) working days leave in one fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first day of absence, provided such absence is approved by the District's workers' compensation provider.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of this, exceed the normal wage for the day.
5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
7. Should an absence due to industrial accident or illness continue beyond the number of days of leave granted herein, the employee shall use their entitlement to other sick leave. However, if the employee is receiving workers' compensation, they shall be entitled to use only so much of their accumulated sick leave, accumulated compensatory time, vacation or other available leave, which, when added to their workers' compensation award, provide for a full day's wage.
8. Periods of leave of absence, paid or unpaid, due to verified industrial accident or illness shall not be considered a break in the service of the employee.
9. During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensated time off, or other leave provided by law or action of the Board of Education, the employee shall endorse to the District wage loss benefit checks received under workers' compensation laws of the State of California. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary.
10. When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his position, the employee shall be placed on a reemployment list for thirty-nine (39) months.

G. Personal Necessity Leave: An employee may elect to use not more than seven (7) sick leave days per year as personal necessity leave for conditions which prevent the employee from performing their duties at an optimum level. Personal necessity leave may be utilized for matters of completing a personal concern which cannot be lightly disregarded by the employee and which cannot be handled outside of working hours. **Personal necessity days may not be used for vacation or second employment.** Unused personal necessity leave shall not be accumulated from year to year. If possible, the employee shall submit a request for personal necessity leave to the site administration two (2) days prior to the beginning date of the leave except in emergency circumstances which prevent notice. The employee shall make reasonable effort to comply with District procedures and shall notify their immediate supervisor of the expected duration of the leave.

- H. General Leaves. When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee.
- I. Notice of Absence and Return from Leave: An employee shall provide the District with the maximum possible notice in writing or anticipated need for leave and anticipated return therefrom.
- J. Catastrophic Leave Donation Program:
1. Creation:
    - a. CSEA and the District agree to create the CSEA Willits Chapter 261 Catastrophic Leave Donation Program (“Leave Program”)
    - b. Hours shall be contributed to the Leave Program and granted from the Leave Program without regard to the rate of pay of the Leave Program participant.
    - c. The Leave Program shall be administered by a three (3) member Leave Program Committee appointed by CSEA.
  2. Eligibility and Contributions:
    - a. All permanent classified employees on active duty with the District are eligible to donate and receive hours through the Leave Program. All eligible employees may donate hours of sick leave and compensatory time and, in addition, 12 month employees may donate hours of vacation.
    - b. Participation is voluntary, only contributors will be permitted to withdraw from the bank.
    - c. The annual minimum rate of contribution by each participating employee for each fiscal year shall be one (1) day of sick leave, compensatory time or vacation time. Contributions shall be made before September 30 of each school year. New employees become eligible to participate during the September following their becoming permanent employees.
    - d. Contributions may be made to the Leave Program Pool in general or for the benefit of a requesting employee.
    - e. Contributions shall be authorized in writing by the employee.
    - f. All transfers of leave hours are irrevocable and binding. Unused hours will remain in the Program Pool. No hours will be returned to the donating employee. Hours drawn from the pool by a requesting employee will not exceed the actual hours used during that person’s absence.
    - g. Each participating employee for each school year may donate not more than the hourly equivalent of ten (10) days of leave from any combination of sick leave, accrued compensatory time, and vacation. An employee may not donate leave being earned during the year of the donation. The employee must have the hourly equivalent of at least nine (9) days of accrued sick leave on the books after the amount donated has been deleted.
    - h. Employees leaving the District have the option of specifying hours of accrued sick leave to be applied to retirement credits and/or hours to be donated to the Catastrophic Leave Pool. Employees leaving the District may also donate hours of accrued compensatory time and or vacation time to the Leave Pool.
    - i. Certificated, administrative and confidential employees, classified management and administration may donate to classified employees and vice versa based on the District approved formula.

3. Leave Program Grants:

- a. Employees who have exhausted all accrued sick leave, compensatory time and vacation may be granted additional hours of leave for catastrophic illness or injury upon approval of the Leave Program Committee.
  1. Employees need to exhaust only available days of personal necessity leave, compensatory time, and vacation time when the absence is to care for a family member
- b. Catastrophic illness or injury shall be defined as any incapacitating illness or injury of the employee, or a member of the employee's family (see Family & Medical Leave Law), which requires the employee to miss at least ten (10) consecutive days of work. If a reoccurrence or a second illness or injury incapacitates the participant within the same contract year, it shall be deemed catastrophic after five (5) consecutive days of absence.
- c. Participants who have exhausted all accumulated sick leave, but still have differential leave available to them, are eligible for a grant from the Leave Program. Catastrophic Leave benefits are secondary to any benefits an employee is entitled to through Workers' Comp or State Disability Insurance. An employee eligible for these benefits, must be receiving them before they are eligible for Leave Program hours. The District shall pay the Participant full pay, and the grant from the Program shall be charged the number of hours needed to make up the difference for each day of absence.
- d. The first ten (10) days of absence, or disability must be covered by the Participant's own sick leave, differential leave, compensatory time or vacation time or leave without pay the first time the employee qualifies for a grant from the Program in any given fiscal year.
- e. For subsequent grants within the contract year, the first five (5) days of absence will be covered by the participant's own sick leave, or differential compensatory time or vacation time or leave if it is available. If the participant has depleted all available leave, a retroactive grant from the Leave Program may begin immediately.
- f. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or a member of the participant's family.
- g. Participants may submit requests for further grants prior to their initial grant's expiration. Participants applying for an initial or extension grant from the Leave Program shall be required to submit a doctor's statement indicating the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- h. An employee may not receive more than 30 (thirty) work days in any fiscal year from the Catastrophic Leave Program Pool.

4. Administration of the Program:

- a. The Leave Program Committee shall have the responsibility of maintaining the records of the Leave Program Pool, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests and communicating their decisions, in writing, to the involved employees and the District.
- b. The District shall maintain the regular payroll records of the participants and shall notify the Committee of further need. The District will notify participating employees of five (5) or fewer days of leave remaining.
- c. The Committee's authority shall be limited to administration of the Program. The committee shall establish procedures for the Program's operation.

- d. Applications shall be reviewed and decisions of the Committee reported to the applicant and the payroll office, in writing within ten (10) work days of receipt of the application. The participant shall be notified in writing the reason for denial of request.
  - e. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as it is necessary to process the requests and defend against any denials.
  - f. If the leave bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide, and the District is under no obligation to pay, the participant any funds whatsoever.
5. Indemnification and Hold Harmless:
- a. CSEA agrees to pay all costs, including attorney's fees, or any defense which District must make of any claims made under the terms of this Section, whether in grievance, arbitration, law, or equity, and CSEA agrees to indemnify and hold the District harmless in respect to any such claims or actions.
6. State and Federal Leaves  
The District shall inform employees of State or Federal Leaves for which an employee may be eligible as necessary and help coordinate multiple leaves such as but not limited to:
- A. Family Medical Leave Act (FMLA)
  - B. California Family Rights Leave (CRFA)
  - C. Pregnancy Disability Leave (PDL)
  - D. Parental Bonding Leave
7. The District shall create a space on the District Website with links to the information to all available leaves, both paid and unpaid.

## ARTICLE 12 - EVALUATION PROCEDURES

- A. No less than one (1) evaluation shall take place during the six (6) month probationary period of employment. The evaluation will take place during the third (3<sup>rd</sup>) month of the probationary period.

No less than one (1) evaluation shall occur every other year for permanent employees who have been in the District less than ten (10) years. This evaluation shall take place no later than May 1 of the current school year.

Every permanent employee who has been employed with the District at least ten (10) years whose most recent evaluation indicated that they have met standards, if the evaluator and evaluate agree, shall be evaluated at least every five (5) years.

The parties agree that these are minimum schedules. Additional evaluations may be made by the District, and shall be made not more often than once each three (3) months when requested by an employee.

- B. The evaluator shall review and discuss their evaluation with the employee. The employee shall meet with the evaluator and sign the evaluation testifying that the review and discussion has taken place. The employee's signature no way signifies agreement with the evaluation.
- C. Negative evaluations shall include specific recommendations for improvement and shall be presented in writing.
- D. The employee shall have the right to attach their written comments to the evaluation, which shall become part of the evaluation record.
- E. Nothing in this Article is designed to prevent or limit oral or written counseling of employees by supervisors.

## ARTICLE 13 – TRAINING

- A. In-Service Training Program: The District may provide a program for in-service training for employees designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit.
- B. In-Service Training Time: When required by the District, in-service training shall take place during regular working hours at no loss of pay or benefits to employees. All actual testing time required of school bus drivers for the renewal of California School Bus Driver Certificates shall be in-service training hours, compensated at the appropriate rates of pay under this agreement.
- C. Contract Orientation Meeting: Each employee, except those whose presence on the job is essential to the continued operation of the District, shall be entitled to up to one hour of release time for attendance at one meeting per school year for contract orientation. CSEA shall make advance arrangements with the District as to when this meeting will occur. CSEA shall provide the District with a roster of those employees in attendance at this meeting.

#### ARTICLE 14 – SAFETY

- A. Employees are required to be safety conscious, perform work in accordance with established safety regulations, and to report unsafe or unhealthy conditions to their immediate supervisors. Upon receiving written notice of an alleged unsafe or unhealthy condition, the supervisor will have the responsibility starting an investigation within five working days of receipt of the report of unsafe/unhealthy condition to determine if, in fact, an unsafe or unhealthy condition exists. Should an unhealthy/ unsafe condition exist, an action plan will be developed and implemented immediately. The complainant will receive a written response to the complaint that includes the findings, and steps taken to remedy the situation.
- B. Should regulations require use of any equipment to insure the safety of an employee or others, the District agrees to furnish such equipment.
- C. District Compliance: The District shall conform to and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

## ARTICLE 15 – SEVERABILITY

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

## ARTICLE 16- LAYOFF AND REEMPLOYMENT

- A. Reason for Layoff: Layoff shall occur only for lack of work or lack of funds. If during layoff actions CSEA and the District are unable to fully resolve the issues that are presented concerning the effect of layoff, either party may file a formal written request with the California State Mediation and Conciliation Service requesting the assistance of a state appointed Mediator for the purpose of resolving the differences that have arisen concerning the effects of layoff. The parties agree to meet with the state paid for and appointed mediator in an effort to resolve their differences. If, after a reasonable period of time, the mediator is unsuccessful in assisting the parties in resolving the disputes, then both CSEA and the District will present the issues in dispute to the School Board at a regular Board meeting or special meeting, and the Board will act to resolve and make a final and binding decision concerning the effects of such layoffs.
- B. Notice of Layoff: Employees subject to layoff for lack of work or funds shall be given written notice of layoff within the timelines required by the Education Code, and informed of their displacement rights, if any, and reemployment rights. Procedures for layoff notice and right to hearing are set forth in Education Code 45117.
- C. Order of layoff. Any layoff shall be effected within a class. The order of layoff shall be determined by the first date of paid service as a probationary or permanent employee within the classification or higher classification.
- D. Bumping Rights: An employee to be laid off their position may elect to bump the most junior employee in the class who works the same number of non-overtime hours. If there be no such employee, bumping shall be to either, 1) the position held by the most junior employee in the class who works fewer hours, but most nearly equal to those of the affected employee, or, 2) into a lower class where the employee has accrued seniority through prior service in the class. Seniority in the lower class shall be determined by seniority in that class plus higher classes. The employee shall have the right to continue bumping into lower classes in which they have accrued seniority in order to avoid separation from employment. Employees who exercise bumping rights retain all of their reemployment rights to the class and the hours from which originally laid off. Employees who are bumped by more senior employees shall be free to exercise their bumping rights in order of seniority.
- E. Vacant Position: Any vacant position in a class shall be deemed to be the most junior employee in the class, and shall be bumped into without advertising the vacancy. However, an employee may not bump into a vacant position in the original class with a greater number of non-overtime hours, or into a vacant position in a lower class with a greater number of hours if it would result in an increase in wages considering the lower rate of pay.
- F. Salary when Bumping: An employee who bumps into a lower class retains the salary step placement and longevity benefits they enjoyed in the higher class.
- G. Layoff in Lieu of Bumping: A laid-off employee who elects separation from employment rather than exercising bumping rights retains all reemployment rights.
- H. Equal Seniority: If two or more employees subject to layoff possess equal hire date of first date of paid service, precedence shall be determined by District-wide seniority. If the District-wide seniority is equal, precedence shall be determined by lot.
- I. Reemployment Rights: Laid-off employees are eligible for reemployment in the class and to the hours from which laid off for a period of thirty-nine (39) months, and shall be reemployed in the reverse order of layoff. Their right to reemployment shall be in preference to new applicants to the extent provided in Education Code §45298. If substitute opportunities become available within the class from which the employee was laid off or within the classifications for which the employee is qualified, the District will offer the substitute opportunity to the laid off employee first.

An employee's acceptance, or refusal to accept, a reemployment offer to a vacant position in a lower class status or shorter hours than that from which laid off, shall not diminish a laid-off employee's above listed reemployment rights.

Laid-off employees shall have the right to apply for other vacant positions [i.e. vacant positions other than in the class from laid off] within the District.

Laid off employees shall have the right to participate in promotional examinations within the District during the 39 month period.

Any right to promotional or transfer precedence granted active employees by this Agreement shall be extended in like manner to laid-off employees on reemployment lists.

Employees who elect voluntary demotions or voluntary reductions in regular, non-overtime hours of employment as layoff, in lieu of separation from employment shall, at the employee's option, be returned to a position in their former class, or to positions with increased hours as vacancies become available, and with no time limit, except that they shall be ranked on a reemployment list in accordance with their seniority.

Laid off employees may refuse two (2) offers by the District for employment in a vacant position equal to or greater than the class status and hours from which laid off. Thereafter, the employee's name shall be removed from the 39 month reemployment list.

- J. Retirement in Lieu of Layoff: Any eligible employee may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. Such employee shall not less than ten (10) days prior to the effective date of the proposed layoff provide written notification to the District to this effect. The District shall assist the employee in processing retirement through the Public Employees Retirement System. The employee shall then be placed on a thirty-nine (39) month reemployment list as would any laid-off employee. However, the employee's eligibility for reemployment shall be governed by the applicable statutes within the Government Code, and the regulations of the Public Employees Retirement System. The District agrees that when an eligible retiree responds positively and in a timely fashion to an offer of reemployment to a position equal in class and hours to that from which retired, the retiree shall be granted the time necessary to terminate retired status and return to active status. An eligible retiree who declines a reemployment offer to a position equal in class and hours to the position from which laid off shall be removed from the reemployment list and thereafter be considered permanently retired. Any election to accept service retirement after being placed on a reemployment list shall be considered retirement in lieu of layoff under this section.
- K. Seniority Roster: The District agrees to maintain a seniority roster for all bargaining unit classes, which shall be updated not less often than annually. CSEA shall be entitled to receive a copy of said roster each time it is updated, and each time layoffs are to occur.
- L. Reemployment Notice: Whenever a reemployment list is in effect for a bargaining unit class, the District shall be responsible for providing written notification of appropriate openings to employee on said list by placing said notice in the U.S. Mail, postage prepaid to the last known address of the employee. CSEA shall concurrently be provided a copy of each notice.
- M. Employee Response: Employees on reemployment lists who desire to return to active status with the District shall be responsible for notifying the District to this effect within ten (10) days of receipt of a notice of appropriate opening. An employee accepting reemployment shall report to work not later than thirty (30) days after the date of intended reemployment as announced by the District.
- N. Severance Pay: An employee who is to be separated from employment through layoff shall receive severance compensation from the District at the rate of one week's regular wages for each full academic/calendar year of service with the District to a maximum of four (4) weeks regular wages. This compensation shall be provided to the employee on the last working day preceding layoff. If an employee is subsequently reemployed and does not miss a scheduled day of work, the employee who received severance compensation will pay back the District the amount that they were compensated by an agreed upon repayment schedule.
- O. Combined Classes: Employees serving in a combined class, the component classes of which include the same duties as do one or more other bargaining unit classes shall accrue seniority in the component class in the same manner as for the combined class.

- P. Retention of Benefits: Whenever an employee elects a voluntary reduction in his regular non-overtime day hours or annual days of employment, their entitlement to District-paid health and welfare insurance benefits provided under the terms of this Agreement shall continue at the rate they enjoyed prior to the reduction in hours for the duration of their term on an active reemployment list.

## ARTICLE 17 - ORGANIZATIONAL SECURITY

- A. Exclusive Right: CSEA shall have the sole and exclusive right to have employee organization membership dues and other optional payroll deductions deducted for employees by the District and shall do so in accordance with CSEA dues schedule
- B. Initiating Payroll Deductions: The District shall rely on the information provided by CSEA regarding employee dues deductions, and CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization.

The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall maintain individual employee authorizations, and shall not be required to submit them to the District unless a dispute arises about the existence or terms of the written authorization.

CSEA shall have the exclusive right to determine whether any such action shall be settled, tried, or appealed.

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

- C. Notification: The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and the District will rely on information provided by CSEA as to whether to cancel or change the unit member's dues deductions.
- D. The District shall not deter or discourage public employees or applicants from becoming or remaining members of CSEA. Terms of conditions of membership in, including withdrawal of membership from, CSEA shall be determined solely by CSEA. CSEA shall be solely responsible for tracking membership status and periods for withdrawal.

## ARTICLE 18 – DISCIPLINE

### A. Standards and Definitions

- Discipline shall be imposed on permanent employees only for just cause.  
Cause: A permanent employee may have "disciplinary action" taken against them only for cause, including but not limited to the following:
  - a. Neglect of duty;
  - b. Inefficiency;
  - c. Incompetence;
  - d. Violation of District policy, administrative regulations, written rules and/or the collective bargaining agreement;
  - e. Insubordination, including but not limited to, refusal to perform assigned work;
  - f. Dishonesty;
  - g. Possession or consumption of alcoholic beverages on school property or reporting for work while under the influence of alcohol;
  - h. Discourteous, abusive, offensive or immoral conduct or language toward other employees, students, or the public;
  - i. Possession of or being under the influence of narcotics or controlled substances without prescription;
  - j. Conviction of a sex offense as defined in Education Code section 44010, conviction of narcotics offense in section 44011, or conviction as a sexual psychopath in Article 1, Chapter 1, Part 1.5, Division 6 of the Health and Welfare Code;
  - k. Repeated, unexcused tardiness;
  - l. Repeated, unexcused failure to report to work as assigned;
  - m. Excessive absence which is detrimental to the District;
  - n. Inability to work harmoniously with others to such a degree that District functioning is disrupted;
  - o. Damage to public property;
  - p. Mental and physical inability to perform assigned duties;
  - q. Failure to maintain licenses or certificates required by law or the job description for the job;
  - r. Abuse of leave privileges;
  - s. Absence without notification;
  - t. Falsifying any information supplied to the District, including information on application forms, employment records or any other District records;
  - u. Refusal to take a medical examination required by the District;
  - v. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or the accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public; and
  - w. Abandonment of position.
- 2. Disciplinary action is any action which deprives any employee of any classification or incident of employment and includes but is not limited to termination, demotion, suspension, reduction in hours, transfer without the employee's voluntary written consent, reassignment without the employee's voluntary written consent, letters of reprimand and written warnings. Layoff actions under Education Code section 45298, including layoffs, reductions in hours or demotion (bumping) in lieu of layoff, are not disciplinary actions within the meaning of this Article.
- 3. No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the employee's becoming permanent, or for any cause which arose more than two (2) years preceding the date of the filing of the notice of proposed disciplinary action.
- 4. Discipline documents shall be sealed from any progressive steps of discipline after two years. These documents are only to be opened for matters of hearing.

B. Investigative Interviews

Employees shall be entitled to union representation during interviews with management which the employee reasonably believes may lead to discipline. Before conducting any such interview of the employee, the supervisor or manager conducting the interview shall inform the employee of their right to union representation at the interview.

C. Progressive Discipline

Progressive discipline shall be followed for all disciplinary actions. Progressive discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest, and constructive communication. Progressive discipline requires that the Employer attempt to correct an employee's conduct or work performance at the lowest effective level, and that increasingly severe steps are taken only when an employee fails to correct a problem after being given a reasonable opportunity to do so. Progressive discipline shall not be bypassed unless the serious nature of the offense warrants such action. Whether or not the nature of the offense was so serious as to require bypassing progressive discipline steps may be submitted to hearing.

D. Counseling and Disciplinary Up to and Including a Letter of Reprimand

1. Verbal Counseling

Verbal counseling shall occur within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction.

2. Written Warning

Written warnings shall be given to the employee within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction which is the same or similar to previous verbal counseling. The written warning shall include a specific statement of the facts which form the basis of the warning and shall include the steps for improvement. The warning shall notify the employee that they have the right to file a written response within ten (10) days of receipt of the warning. The employee may file a written response within ten (10) days of receipt of the warning, which shall be attached to the written warning. Written warnings shall be placed in the employee's personnel file.

a. Follow up Review

At the employee's request a follow up review will take place three months from the written warning. A written summary of the follow up review will be provided to the employee. The District will place a copy of the summary in the personnel file only at the request of the employee.

3. Letter of Reprimand

A letter of reprimand shall be given to the employee within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction which is the same or similar to the previous written warning. The letter of reprimand shall include a specific statement of the facts which form the basis of the reprimand, as well as the policies, rules, or regulations alleged to have been violated. The letter of reprimand shall include a plan for improvement, and shall notify the employee that they have the right to file a written response within ten (10) days of receipt of the letter of reprimand. The employee shall sign the reprimand to acknowledge receipt only. The employee may file a written response to the letter of reprimand within ten (10) days of receipt of the letter of reprimand. Said written response shall be attached to the letter of reprimand and placed in the employee's personnel file.

4. Suspension without Pay

If the employee participated in conduct which is the same or similar to the conduct which resulted in a letter of reprimand, the employee may be subject to an unpaid suspension of no more than 5 work days at the Superintendent's discretion.

Prior to an unpaid suspension being implemented under this section, the employee shall be given the opportunity within three business days to meet with the Superintendent with their union representative to appeal the decision to suspend.

E. Disciplinary Actions beyond a 5 Day Suspension

For all disciplinary actions beyond a 5-day suspension, the following procedures shall apply.

1. Notice of Proposed Discipline
  - a. Before taking disciplinary action, the Superintendent and or their designee shall provide a written notice of proposed discipline to the employee. The notice of proposed discipline shall be personally delivered or sent by U.S. certified mail to the employee at the employee's last known address. The notice must be reasonably calculated to provide the employee with the opportunity to timely request the meeting provided in F. Predisciplinary Meeting: Skelly Meeting below. A copy of the notice of proposed discipline shall be delivered simultaneously to the designated CSEA representative.
  - b. Contents of The Notice: The contents of the written notice shall include the following:
    1. The specific disciplinary action proposed and the proposed effective date of said action.
    2. The reasons for the proposed disciplinary action.
    3. A complete statement in ordinary language of the specific acts and/or omissions upon which the proposed discipline is based, which shall include the times, dates, and locations of the acts and/or omissions, and the individuals involved.
    4. Copies of all documents and materials upon which the statement of charges is based.
    5. Copies of any policies and/or regulations, if it is claimed that the employee has violated said policies or regulations.
    6. A form to request the meeting, to be signed by the employee or their representative.

F. Pre-Disciplinary Meeting Skelly Meeting

1. The meeting shall take place no earlier than eight (8) days after the employee's receipt of the notice of proposed discipline. The employee shall be afforded a reasonable period of time during their working hours to meet with their CSEA representative to discuss and to prepare for said meeting. If the employee chooses to submit their response in writing without the necessity of a meeting, the employee's written response shall be due no earlier than eight (8) days after the employee's receipt of the notice of proposed discipline.
2. The designated official conducting the meeting shall be a third party neutral or a management official who was not involved in the events underlying the charges or in the investigation or the filing of the charges. The designated official shall be endowed by the District with the full authority to dismiss, reduce or uphold the charges as written. At the meeting, the designated official shall afford the employee the full opportunity to present any evidence or information in response to the charges. The employee shall be entitled to be represented by a representative of their own choosing, including legal counsel.
3. Within ten (10) days of the meeting, the designated official shall file and serve on the employee and their representative a decision upholding, dismissing, or reducing the Superintendent's proposed discipline. In no event can the designated official impose a higher level of discipline than that in the notice of proposed discipline. A copy of the decision shall be delivered simultaneously to the designated CSEA representative.

G. Emergency Suspensions/Administrative Leave

In emergency situations, when the continued presence of the employee presents a clear and present threat to the health and safety of students or other employees of the Employer or would result in substantial interference with the Employer's operations, the Employer may remove the employee from the job immediately and place the employee on paid administrative leave. The employee shall be provided with the notice of proposed discipline and the pre-disciplinary meeting as soon as possible. The employee may be allowed to return to work at any time pending the pre-disciplinary procedure.

H. Disciplinary Procedures

1. Notice of Disciplinary Action

In the event that the Superintendent goes forward with a recommendation for disciplinary action to the Governing Board, the Superintendent shall provide a written notice of the recommended discipline to the employee. The notice of recommended discipline shall not impose a higher level of discipline than that recommended by the designated official. The notice of recommended discipline shall be personally delivered or sent by certified mail to the employee. A copy of the notice of recommended discipline shall be delivered simultaneously to the designated CSEA representative.

a. Contents of The Notice: The contents of the written notice shall include the following:

1. The specific disciplinary action recommended and the proposed effective date of said action.
2. The reasons for the recommended disciplinary action.
3. A complete statement in ordinary language of the specific acts and/or omissions upon which the recommended discipline is based, which shall include the times, dates, and locations of the acts and/or omissions, and individuals involved.
4. Copies of all documents and materials upon which the statement of charges is based.
5. Copies of any policies and/or regulations, if it is claimed that the employee has violated said policies or regulations.
6. A form to appeal the disciplinary action, to be signed by the employee and their representative.

2. Disciplinary Hearing

A. Hearing on Disciplinary Actions

The following provisions apply where the employee has requested a hearing on the disciplinary action.

1. Within ten (10) days after receiving the request for hearing, the Governing Board or its designee shall schedule a hearing before an independent, third-party hearing officer.
2. The employee shall be given written notice of the time and place of the hearing at least twenty (20) days before the date of the hearing. The employee shall be entitled to representation by a designated representative of their own choosing, including legal counsel.

3. The hearing officer shall preside over the hearing, which shall be tape recorded.
4. The burden of proof rests with the District. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, and to rebut evidence proffered against the party. The oral testimony shall be taken under oath or affirmation. The hearing need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs; however, hearsay cannot be used as the basis of a material factual finding unless it is corroborated by non hearsay evidence.
5. The parties may mutually agree to prepare post hearing briefs in lieu of closing statements, to be submitted within a reasonable period of time after the close of testimony.
6. When the hearing occurs during the workday of an employee of the Employer who is a witness for either party, the employee shall be released from work in order to testify, without loss of pay or benefits.
7. The hearing officer shall issue their opinion and award in writing, which shall set forth their findings of fact, reasoning, and conclusions. The hearing officer may modify, revoke, or sustain the Superintendent's notice of recommended disciplinary action, but shall not impose a higher level of discipline than that recommended by the Superintendent's notice. Within thirty (30) days of the close of hearing or the filing of post hearing briefs, whichever is later, the hearing officer shall file their opinion and award with the Governing Board, and shall serve the employee and the employee's designated representative.
8. At the first regularly scheduled Board meeting which occurs after issuance of the hearing officer's decision, the Governing Board shall act upon the decision as set forth.
9. The cost of the hearing officer shall be borne by the Employer.

#### B. Loss of Pay

The employee shall suffer no loss of pay or benefits prior to the date when the Employer's disciplinary action is final and all appeals are exhausted

#### I. Extensions of Time

The parties may extend any of the time periods set forth in this Article by mutual consent. Any request by the employee and their designate representative for a reasonable extension of time shall not be denied by the Employer.

#### J. No Grievance

This Article shall not be subject to the grievance procedure.

## ARTICLE 19 - PROFESSIONAL GROWTH

- A. Forms: All forms for processing Professional Growth credit are available at the District Office.
- B. Credit for Course Work Taken Previously: No Professional Growth credit will be allowed for units of study prior to date of employment.
1. Advance Approval: All course requests and credit advancements must receive approval in advance by the immediate supervisor and the Assistant Superintendent. (Use Professional Growth Approval form). A "Professional Growth Approval" request may be filed at any time an employee desires confirmation of whether a course falls within the 1) area of employment or 2) General Education. Any first aid or CPR course, which deals with the safety and health of students, and which is beyond the regular job requirements, will count towards credit advancement. Recertification of first aid and/or CPR certificates can be used for credit advancement.
  2. Appeal of Approval, Unit Verification Committee: Employees may appeal an initial decision rendered by the Assistant Superintendent to the Professional Growth Committee. The Committee shall consist of not more than two (2) representatives appointed by CSEA Willits Chapter 261 and not more than two (2) representatives appointed by the Assistant Superintendent.
- C. Expenses for classes or workshops taken for professional growth credit must be paid for by the employee and may not be taken on District time. Professional growth will not be granted for classes or workshops where expenses have been reimbursed by the District.
- D. Unit Requirements:
1. Unit Requirements per Step: Each step requires fifteen (15) semester units or the equivalent. At least 66 2/3% (sixty-six and two-thirds) of all units used for Professional Growth Increments must qualify in the area of employment. The remaining 33 1/3% may be in either the area of employment or general education. In other words, ten (10) of every fifteen (15) units must be related to an employee's area of service to the District.
  2. Credits in Area of Employment or General Education: Area of employment units may be used for General Education unit credit, but the reverse is not permitted.
  3. Total Units Required Per Increment: Fifteen (15) units are required regardless of whether an employee is part or full time.
  4. Maximum Units: At the top of the Professional Growth schedule, an employee will have recorded at least seventy-five (75) approved semester units; of which forty (40) must be in the area of employment.
  5. Unit Conversion Tables: For a College or University course, full semester credit will be applied as granted by the institution. If a course is not taken for college credit, Professional Growth credit will be determined based on the hourly schedule found in section D.6.
  6. Conversion Table: Hourly conversion tables for Regional Occupation Program (R.O.P.) offering, Adult Education, Workshops, Seminars, correspondence courses, and private and trade schools; etc. Hours beyond an increment may be carried to the next increment level:

7.5	hours =	.5 semester units
15	hours =	1.0 semester units
22.5	hours =	1.5 semester units
30	hours =	2.0 semester units
37.5	hours =	2.5 semester units
45	hours =	3.0 semester units
52.5	hours =	3.5 semester units
60	hours =	4.0 semester units
67.5	hours =	4.5 semester units
75	hours =	5.0 semester units, and so on.
  7. Combining Workshops: Workshops of fewer than seven and a half (7.5) hours may be combined with other workshops.

- E. Course Repetition: No course may be repeated for credit, with the exception of approved recertification courses.
- F. Verifying Increments: In order to qualify for Professional Growth credit, official transcripts, grade reports (C or better), or other suitable evidence showing satisfactory completion of an approved course must be submitted with the “Request for Professional Growth Increment”, no later than November 1. Employees taking classes for a letter grade must attain a letter grade of C or higher. This Professional Growth Increment shall be effective July 1, of the same calendar year following the Request for Professional Growth Increment deadline.
- G. Adjustments: All Professional Growth adjustments are made annually during the month of December, and no more than one (1) adjustment may be granted during a fiscal year, even though units for more than one (1) step may have been earned.
- H. Schedule: Professional Growth shall be paid as follows:

Increment 1	15 Units = Salary Increase – 2.5%
Increment 2	30 Units = Salary Increase – 5%
Increment 3	45 Units = Salary Increase – 7.5%
Increment 4	60 Units = Salary Increase – 10%
Increment 5	75 Units = Salary Increase – 12.5%

## ARTICLE 20-TRANSPORTATION

### A. Route Selection

1. Each year before the start of school, the Transportation Director shall determine the set time for each bus route.
2. Each driver shall only be paid the set time for the route they are driving, unless the time is extended on any-given day due to weather, mechanical problems, or other unusual circumstance.
3. Routes shall include all regular home-to-school runs.
4. The Transportation Director shall post proposed bus routes for the year in the bus lounge at least one week prior to the opening of school.
5. The drivers shall be required to be at a meeting called for bus route selection, drivers shall bid on routes by seniority, with the most senior driver bidding first, etc. This meeting shall be a minimum of three (3) hours and may be used to do training and/or vehicle preparation, certification and route familiarization and/or training.
6. If during the course of the year a route is increased or decreased by more than thirty (30) minutes in actual daily driving time, and this continues for more than twenty (20) work days, a new selection process shall occur not later than five (5) working days after the twenty (20) work day trigger.

### B. Reimbursement for Bus Drivers

1. The District shall reimburse all current employees required to maintain California School Bus Driver Certificates and/or Class B Operators License, for the cost of renewing such certificates and/or license every five years.
  - a. The District agrees to allow employees to renew their state bus certification (license) on paid District time.
2. The District shall reimburse current employees required to undergo physical examinations as a condition of continued employment for the reasonable cost of such examinations.

### C. Mechanic's Uniforms The District agrees to provide all mechanics with five (5) sets of uniforms and three (3) coveralls, and replacement when necessary. Should the mechanics decide that providing their own laundry service is an unacceptable imposition, the District agrees to reinstate laundry service.

### D. Special Education Bus Drivers:

1. Effective six (6) months after being contracted, all District bus drivers must be qualified as Special Education Bus Drivers
2. All qualified drivers who drive special education routes shall receive a special duty stipend of ten (10) percent of their base salary when driving special education bus routes.
3. Attendance is required at any special education in-service training required by the District or its Transportation Supervisor.
4. It is also desirable that any such drivers have minimal skills in sign language, Spanish, alternative communication methods, and behavior management techniques.

### E. Driver Assignment outside of Regular Contract Hours:

1. Driving assignment outside the regular contract routes and within the District boundaries shall be distributed as equally as possible during each fiscal year among all regular drivers. It is understood and

agreed that certain factors (including, but not limited to, employee preference, time requirements for assigning driver availability and last minute schedule changes) may cause imbalances in the equal distribution of such assignments.

2. During assignments outside the regular contract routes and outside the District boundaries will be made from eligibility list based on seniority (date of hire). First year contract drivers are eligible for trips, if driving skills and ability are sufficient to drive the trip.
  3. Substitutes may only be utilized if no contracted bus drivers are available.
  4. Drivers are to be assigned trips in order or rotation, drivers' ability and experience is considered in all cases. Drivers will be reassigned a trip at the discretion of the DMOT. In the event a driver gives a short-term notice of cancellation (less than 24-hours), the next drivers in rotation will not be penalized by not accepting that particular trip.
  5. In the event the Director of Transportation determines that trip is unusual difficulty, the next most qualified driver in the rotation sequence will be given the assignment. The sequence of trip assignments returns to the next driver in the line before the skip.
  6. All provisions of Article 5, Section F shall be applicable to overtime pay.
- F. Possession of an appropriate California Class B Driver's License, Type 1 School Bus Driver's Certificate, a medical certificate, an American Red Cross First Aid Certificate, American Heart Association, EMT first aid certificate or any other District-approved comparable first aid certificate, a current CPR card, and any other certificates or credentials required by the State of California.

Willits Unified School District  
Classified Salary Schedule  
2023/24 Fiscal Year  
Effective Date: 07/01/2023 - 12/31/2023  
Board Approved: 4/19/2023  
Rate Type: Hourly

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P
1	18.88	19.82	20.82	21.86	22.95	24.10	24.10	24.10	24.10	24.10	25.30	25.30	25.30	25.30	25.30	26.57
2	19.82	20.82	21.86	22.95	24.10	25.30	25.30	25.30	25.30	25.30	26.57	26.57	26.57	26.57	26.57	27.89
3	20.82	21.86	22.95	24.10	25.30	26.57	26.57	26.57	26.57	26.57	27.89	27.89	27.89	27.89	27.89	29.29
4	21.86	22.95	24.10	25.30	26.57	27.89	27.89	27.89	27.89	27.89	29.29	29.29	29.29	29.29	29.29	30.75
5	22.95	24.10	25.30	26.57	27.89	29.29	29.29	29.29	29.29	29.29	30.75	30.75	30.75	30.75	30.75	32.29
6	24.10	25.30	26.57	27.89	29.29	30.75	30.75	30.75	30.75	30.75	32.29	32.29	32.29	32.29	32.29	33.91
7	25.30	26.57	27.89	29.29	30.75	32.29	32.29	32.29	32.29	32.29	33.91	33.91	33.91	33.91	33.91	35.60

  

Range	Step Q	Step R	Step S	Step T	Step U	Step V	Step W	Step X	Step Y	Step Z	Step AA	Step BB	Step CC	Step DD	Step EE	Step FF
1	26.57	26.57	26.57	26.57	27.89	27.89	27.89	27.89	27.89	29.29	29.29	29.29	29.29	29.29	30.75	30.75
2	27.89	27.89	27.89	27.89	29.29	29.29	29.29	29.29	29.29	30.75	30.75	30.75	30.75	30.75	32.29	32.29
3	29.29	29.29	29.29	29.29	30.75	30.75	30.75	30.75	30.75	32.29	32.29	32.29	32.29	32.29	33.91	33.91
4	30.75	30.75	30.75	30.75	32.29	32.29	32.29	32.29	32.29	33.91	33.91	33.91	33.91	33.91	35.60	35.60
5	32.29	32.29	32.29	32.29	33.91	33.91	33.91	33.91	33.91	35.60	35.60	35.60	35.60	35.60	37.38	37.38
6	33.91	33.91	33.91	33.91	35.60	35.60	35.60	35.60	35.60	37.38	37.38	37.38	37.38	37.38	39.25	39.25
7	35.60	35.60	35.60	35.60	37.38	37.38	37.38	37.38	37.38	39.25	39.25	39.25	39.25	39.25	41.21	41.21

Range 1	Job Classification
	Campus Supervisor District Delivery Driver Food Service Assistant Instructional Assistant Media Center Assistant

	Job Classification
Range 2	Bilingual Instructional Assistant District Food Service Clerk Health Assistant Special Education Instructional Assistant

Range 3	Job Classification
	Assistant Cook Day Custodian Elementary Librarian Grounds Person Night Custodian PE Coordinator Speech & Language Path Asst Student Intervention Tech Van Driver

Range 4	Job Classification
	Accounts Clerk - WHS Bilingual Family Liaison Cafeteria Manager District Clerk MAA Coordinator Maintenance I Middle School Librarian Secretary Vocational Services Coordinator Assistant

Range 5	Job Classification
	Bus Driver Maintenance - Technology Secretary/Registrar WHS Substitute Bus Driver

Range 6	Job Classification
	Bus Driver/Trainer Maintenance II Mechanic Student Information Systems Analyst

Range 7	Job Classification
	Accounting Technician II DMOT Administrative Assistant Special Education Administrative Assistant

Willits Unified School District  
Classified Salary Schedule  
2023/24 Fiscal Year  
Effective Date: 01/01/2024 - 06/30/2024  
Board Approved: 4/19/2023  
Rate Type: Hourly

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P
1	19.64	20.62	21.65	22.74	23.87	25.07	25.07	25.07	25.07	25.07	26.32	26.32	26.32	26.32	26.32	27.64
2	20.62	21.65	22.74	23.87	25.07	26.32	26.32	26.32	26.32	26.32	27.64	27.64	27.64	27.64	27.64	29.02
3	21.65	22.74	23.87	25.07	26.32	27.64	27.64	27.64	27.64	27.64	29.02	29.02	29.02	29.02	29.02	30.47
4	22.74	23.87	25.07	26.32	27.64	29.02	29.02	29.02	29.02	29.02	30.47	30.47	30.47	30.47	30.47	31.99
5	23.87	25.07	26.32	27.64	29.02	30.47	30.47	30.47	30.47	30.47	31.99	31.99	31.99	31.99	31.99	33.59
6	25.07	26.32	27.64	29.02	30.47	31.99	31.99	31.99	31.99	31.99	33.59	33.59	33.59	33.59	33.59	35.27
7	26.32	27.64	29.02	30.47	31.99	33.59	33.59	33.59	33.59	33.59	35.27	35.27	35.27	35.27	35.27	37.03

  

Range	Step Q	Step R	Step S	Step T	Step U	Step V	Step W	Step X	Step Y	Step Z	Step AA	Step BB	Step CC	Step DD	Step EE	Step FF
1	27.64	27.64	27.64	27.64	29.02	29.02	29.02	29.02	29.02	30.47	30.47	30.47	30.47	30.47	31.99	31.99
2	29.02	29.02	29.02	29.02	30.47	30.47	30.47	30.47	30.47	31.99	31.99	31.99	31.99	31.99	33.59	33.59
3	30.47	30.47	30.47	30.47	31.99	31.99	31.99	31.99	31.99	33.59	33.59	33.59	33.59	33.59	35.27	35.27
4	31.99	31.99	31.99	31.99	33.59	33.59	33.59	33.59	33.59	35.27	35.27	35.27	35.27	35.27	37.03	37.03
5	33.59	33.59	33.59	33.59	35.27	35.27	35.27	35.27	35.27	37.03	37.03	37.03	37.03	37.03	38.89	38.89
6	35.27	35.27	35.27	35.27	37.03	37.03	37.03	37.03	37.03	38.89	38.89	38.89	38.89	38.89	40.83	40.83
7	37.03	37.03	37.03	37.03	38.89	38.89	38.89	38.89	38.89	40.83	40.83	40.83	40.83	40.83	42.87	42.87

Range 1	Job Classification
	Campus Supervisor District Delivery Driver Food Service Assistant Instructional Assistant Media Center Assistant

	Job Classification
Range 2	Bilingual Instructional Assistant District Food Service Clerk Health Assistant Special Education Instructional Assistant

Range 3	Job Classification
	Assistant Cook Day Custodian Elementary Librarian Grounds Person Night Custodian PE Coordinator Speech & Language Path Asst Student Intervention Tech Van Driver

Range 4	Job Classification
	Accounts Clerk - WHS Bilingual Family Liaison Cafeteria Manager District Clerk MAA Coordinator Maintenance I Middle School Librarian Secretary Vocational Services Coordinator Assistant

Range 5	Job Classification
	Bus Driver Maintenance - Technology Secretary/Registrar WHS Substitute Bus Driver

Range 6	Job Classification
	Bus Driver/Trainer Maintenance II Mechanic Student Information Systems Analyst

Range 7	Job Classification
	Accounting Technician II DMOT Administrative Assistant Special Education Administrative Assistant