

Agreement Between  
the  
Weed Union Elementary School District  
and the  
California School Employees Association  
and its  
Southern Siskiyou Chapter #391

July 1, 2021 – June 30, 2024

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**ARTICLE I**  
**AGREEMENT**

This is an agreement made and entered effective July 1, 2022 between the Weed Union Elementary School District (hereinafter referred to as “District”) and the Southern Siskiyou Chapter #391, an affiliate of the California School Employees Association (hereinafter referred to as “Association”). This Agreement supersedes all prior agreements.

## **ARTICLE 2**

### **RECOGNITION**

The District recognizes the Association as the exclusive representative of persons employed in the classes of positions listed on Appendix A.

This Agreement applies only to probationary or permanent classified bargaining unit members and specifically excludes confidential, supervisory, management, substitute, temporary, and short-term employees.

**ARTICLE 3**  
**COMPENSATION**

**3.1 Wages**

- 3.1.1 The salary schedule in effect July 1, 2020 is attached as Appendix 2021-22 B.
- 3.1.2 Those employees who work a split shift shall be paid an additional \$.25 per hour, with a maximum of \$1.50 per day.
- 3.1.3 A classified employee who is temporarily assigned to perform the duties and responsibilities of a position of a higher class for a period exceeding five (5) working days within a fifteen (15) calendar day period shall receive the rate of pay of the higher class for the entire period of time of such temporary assignment. An employee so assigned shall be placed on the salary step of the higher class that represents a salary increase.
- 3.1.4 A classified employee who is promoted to a class in a higher range shall be placed on the salary step of the new salary range that is no less than five (5) percent salary increase.

**3.2 Insurance Benefits**

- 3.2.1 Each unit member regularly assigned to work at least six (6) hours per day (thirty hours per week) shall be eligible to receive the following District paid insurance paid coverages.
- a) The existing medical insurance coverages for eligible employees and covered dependents.
  - b) The existing dental insurance coverage for eligible employees and covered dependents.
  - c) The existing vision insurance coverage for eligible employees and covered dependents.
  - d) The existing life insurance coverage for eligible employees.

3.2.2 The maximum annual District insurance premium contribution for an employee regularly assigned to work at least thirty (30) hours per week shall be \$12,000.

In the event the premium cost exceeds the maximum District contribution of \$12,000 per year, then all sums in excess thereof shall be automatically, and without negotiation, deducted from the covered employees' payroll warrants in order to fully fund such insurance premiums.

All classified employees who are not eligible for insurance benefits as defined in Article 3.2.1, will receive a one-time bonus of \$3,500. This section shall apply to employees "active" as of December 12, 2020.

### **3.3 Retiree Insurance Benefits**

The following language shall apply only to classified employees who were employed during all or any portion of the 2003-2004 school year and shall only apply to such employees and not to classified employees employed on or after July 1, 2004:

The District shall pay the sum of two hundred twelve dollars and 24 cents (\$212.24) per month towards medical insurance premiums for any classified employee who was employed during the 2003-2004 school year and who was first employed by the District after June 30, 1990 or the sum of \$343 per month for classified employees who were first employed by the District on or prior to July 1, 1990, provided such classified employee meets all of the following 3 criteria:

1. Is 55 years of age or older and vested with the Public Employees Retirement System
2. Actually retires and enters into the Public Employees Retirement System without becoming employed by any other public school district. Entrance into the Public Employees Retirement System shall occur within sixty (60) days of the date the employee actually retires from employment with this District.
3. Has been employed by the District full time for 15 or more complete school years, but if a classified employee has been

employed full time for fewer than 15 complete school years then said employee shall receive that percentage of said \$212.24 per month as that classified employee's cumulative employment relates on a prorated basis to 15 years of full time classified service. If an employee has been employed part time then the employee shall receive a prorated amount based on such part time service which prorated amount shall be proportional to 15 years of full time service.

The District shall pay the sum of \$212.24 per month (or such prorated amount as referenced above) for classified employees who were first employed by the District after June 30, 1990, as referenced above provided such employees meet the above criteria. For classified employees who were first employed by the District on or prior to July 1, 1990 the District shall pay the sum of \$343 per month provided such employees meet the above criteria. Such payment shall be paid, monthly, toward such medical insurance benefits for such employees between the ages of 55 and 67 and shall terminate on the employee's 67th birthday. The employee shall pay monthly, to the District, in advance, all premiums in excess of such \$212.24 per month or \$343, as appropriate, per month in order to fully fund such insurance premiums.

Notwithstanding any provisions herein to the contrary the District reserves the unconditional and unilateral right to reduce or eliminate the District contribution hereinabove described if the Board of Trustees of the District determines that funds are not available to pay for all of the District contribution. Any action taken by the District to reduce or eliminate the District contribution hereinabove described will only be taken after prior written notice to the Employee and due consideration, at a board meeting, of the District's financial status and any information provided by the Employee. The Board of Trustees of the District or its designee

will consult, at the request of the Employee, before the District reduces or eliminates the District contribution hereinabove referred to. The Employee shall, in writing, keep the District informed of the Employee's current mailing address. The Board retains funding authority and the discretion to determine when an actual and existing financial inability to pay exists and may reduce or terminate the District contribution, as the Board deems appropriate. If the Board reduces the District contribution then the Employee may continue to purchase the insurance by paying all sums in excess of the reduced District contributions, monthly, in advance subject to the provisions of paragraph 3 above. In the event the Board of Trustees terminates such District contribution then the Employee shall have the right to continue to purchase such insurance by paying monthly, in advance, all sums due for such insurance, subject to the rules and regulations of the insurance carrier then providing such insurance. The District makes no guarantee that the insurance carrier will allow the purchase of such insurance.

Insurance coverage for retired classified employees as referenced in this new Section 3.3 is subject to the then existing rules and regulations of such insurance carriers and is subject to the approval of such insurance carriers. If the retired employee fails to make timely payments to the District to fully fund such insurance premiums then such insurance coverage shall be terminated by the District upon thirty (30) days' written notice to the unit member. The District is under no obligation to reinstate such coverage once it is terminated. Such continued insurance coverage shall be provided only upon the approval of the insurance broker or carrier and only in accordance with the rules and regulations of said insurance broker or carrier. In the event the District obtains insurance for currently employed unit members through another

insurance broker or carrier then retired unit members may or may not be able to continue such insurance depending upon the rules and regulations of the new insurance carrier or broker. Neither the District nor the Association is under any obligation to continue to obtain insurance from the same broker or carrier. The broker or carrier may be changed, at anytime, without the approval of the retired unit members even if the new broker or carrier will not provide such insurance to the retired unit member and in such event the benefits hereunder shall automatically terminate. These provisions have been negotiated by both parties and shall not be strictly construed against either of them. Neither the District nor the Association shall be deemed the drafter of these provisions. These provisions shall be construed in a fair and reasonable manner. This completes the negotiation of the District and the Association with respect to the elimination and replacement of the prior section 3.3 and supersedes all prior and contemporaneous discussions between the parties on the topic of Section 3.3.

### **3.4 Differentials**

- 3.4.1 Custodians working a shift which commences at 1:30 p.m., or after shall be paid \$.25 per hour for each hour worked, or major fraction thereof, after 6:00 p.m., in addition to their regular wage.
- 3.4.2 An additional forty-five dollars (\$45.00) per month will be paid to the custodial worker in charge of night security. The custodial worker who is assigned to assist in night security shall be paid an additional ten dollars (\$10.00) per month. Said sums are to be considered additional compensation to those certain custodial positions for nighttime security and will not be based on or paid with reference to the classified salary schedule for custodial workers.

### **3.5 Automobile Mileage Expense Reimbursement**

A unit member who is authorized in advance by the Superintendent or designee to use his/her personal automobile in the performance of duties shall be reimbursed at the IRS mileage rate then in effect. To be eligible for such mileage reimbursement, an employee must keep a log of such miles driven and submit mileage logs monthly by the last working day of the month in which the mileage was incurred.

### **3.6 Employee Expense Reimbursement**

Unit members shall be reimbursed for reasonable and necessary expense for out-of-town activity authorized in advance by the Superintendent or designee. To be eligible for such reimbursement, the employee must follow District expense claim and reimbursement procedures.

### **3.7 Professional Growth Program**

3.7.1 Professional growth is the continuous and purposeful engagement in study and related activities to retain and extend high standards for school classified employees. Professional growth must relate to the duties and responsibilities of an employee's job. Professional growth is required to be approved in advance of commencement of the professional growth.

The form is attached as Appendix D.

3,7.2 Professional growth in most instances does not transfer from one position to another position. For example if an employee earns professional growth in her position as a bus driver, such professional growth does not transfer if the employee accepts new employment in the District in another classified position unless previously earned professional growth while in the position of bus driver directly relates to the duties and responsibilities of the employee in the position

If an employee has earned professional growth in one position and accepts new employment in another position then, upon the written request of the employee, made within thirty (30) calendar days of the effective date of

the change in classification, the Professional Growth Committee shall meet and decide which, if any, of the already approved professional growth credits of the employee shall be accepted as professional growth credits in the new employment classification.

3.7.3 The Professional Growth Committee is composed of two classified personnel, a board member and the District Superintendent. The committee shall meet at necessary intervals to review applications for credits. The program is based upon the accumulation of fifteen (15) units during a five (5) year time period. These units may be earned through any combination of the following activities:

A. Continuing Education

Credit will be given for the completion of college, adult education or trade school courses pertinent to the employee's job duties and responsibilities. All continuing education credit must be approved in advance by the Professional Growth Committee before the employee commences attendance at such continuing education. The course must be completed with a satisfactory grade.

B. District Approved Education Agencies and Special Programs

Included in these activities are programs, workshops, seminars, conferences, institutes, lectures, and classes offered by colleges, adult schools, or professional associations, or special events approved in advance by the Professional Growth Committee.

(a) Professional Growth increments shall be earned at times other than regular work hours. No professional growth credit shall be earned for attendance at any class or activity during the employee's working hours or if the District pays for any portion of the classes or activities.

3.7.4 Upon completion of 15 units of professional growth an employee whose regular work assignment is 6 or more hours per day per pupil attendance

year shall have their hourly base rate of pay be increased by 5%. The increase will be five percent (5%) of the base pay as determined by placement on the basic salary schedule and shall be permanent. Base pay is the hourly wage paid to an employee on Steps 1, 2, 3, 4 or 5. Steps 10, 15, 20 and 25 are longevity steps and are not considered base pay. Therefore, if any employee has two units of professional growth then the employee would receive two (2) 5% increments based on their placement on Steps 1-5. If an employee was at Step 4 of Class B and was paid \$11.10 per hour then such employee's salary would be increased by \$1.11 and she/he would be paid \$12.21 per hour instead of \$11.10 per hour. All professional growth must be earned within five years of the initial approval of the Professional Growth Committee. If the employee does not earn 15 units within five years then commencing with the 6th year of employment the first year of professional growth is deemed outdated and shall not be considered and only the professional growth earned in years 206 shall be considered for determining if the employee has earned 15 units of work. If at the end of the 6th year the employee has still not earned 15 units then the 2nd year of professional growth shall be deemed outdated and commencing with the 7th year of employments years 3-7 shall be considered for determining whether or not the employee has earned 15 units of professional growth, and so on so that only the most recent 5 years are used to determine whether or not the employee has earned 15 units.

- 3.7.5 All professional growth must be completed no later than August 31 of any school year in order for the employee to be paid a professional growth stipend the following June of that same school year. Professional growth completed on or after September 1 of any school year shall not be included in determining whether or not the employee has earned 15 units of professional growth for that school year, but shall be included in the calculations of professional growth for the following school year.

3.7.6 It is the responsibility of the employee to submit in writing to the Professional Growth Committee notification of planned professional growth. It is the responsibility of the employee to coordinate a meeting of the professional growth committee with the president of the Association who shall in turn contact the Superintendent and set a date for the Professional Growth Committee to review the request of the employee for professional growth. It is the responsibility of the employee to complete such professional growth and provide satisfactory documentation of completion of such professional growth by August 31 of each school year.

3.7.7 Employees working fewer than the number of days in a complete pupil attendance year (currently 180 school days) shall not be entitled to professional growth.

### **3.8 IRS 125 Plan**

The District will provide the IRS 125 plan for employees.

### **3.9 Step Movement**

Step movement will occur on July 1 of each school year for unit member who were employed by the District on or before December 31 (i.e. July 1-December 31) of the previous school year. Employees who commenced employment on or after January 1 (i.e. January 1-June 30) of the previous school year shall not move a step on the salary schedule on July 1 of the subsequent school year but shall move a step on the salary schedule on the second July 1 following the date of commencement of employment. For example, if an employee was first employed by the District on November 1, 2000 she/he would move a step on the salary schedule eight (8) months later on July 1, 2001. If an employee was first employed by the District on February 1, 2001, he/she would move a step on the salary schedule seventeen (17) months later on July 1, 2002.

## **ARTICLE 4 EVALUATION**

### **4.1 Procedures**

All classified employees shall be evaluation by the Superintendent and/or immediate supervisors, wherein applicable. The evaluation procedures shall address themselves to the assessment of competence as it relates to the appropriate job described in addition to the following criteria: dependability; punctuality; acceptable attendance record; ability to work harmoniously with other staff members, administrators, children and parents; and a high degree of professional ethics. Probationary employees may be evaluated sometime within their first ninety-day working period. All employees shall be evaluated on or before May 1st. The work performance of all employees shall be summarized in writing with a copy being given to the employee. The employee shall have the right to make a written response to any aspect of the evaluation, which will be recorded in the employee's personnel file.

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations are generally based on observation and/or knowledge of the evaluator. If issues arise which are outside the expertise or knowledge of the evaluator then such issues may be investigated by the Administrator or designee. The written report resulting from such investigation, if any, may be placed in the personnel file and/or included in the evaluation. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to

review and respond to any evaluation in accordance with the above within thirty (30) calendar days. If the written response of the employee is received after such thirty (30) calendar days it will not be placed in the employee's personnel file.

#### **4.2 Personnel Files**

The personnel files of each employee shall be maintained at the District's administration office. Any documents to be used in any discipline of any employee shall be placed in the employee's personnel file. No adverse action of any kind shall be taken against an employee based upon materials that are not in the personnel file.

Employees shall be provided with signed and dated copies of any material before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours, with a maximum of one hour of release time, to initial and date the material. The employee may, within ten (10) calendar days of receipt of any material placed in the employee's personnel file, respond in writing to such material. If the response of the employee is received after such ten (10) days it will not be placed in the employee's personnel file. An employee shall have the right at any reasonable time, without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. All personnel files shall be kept in confidence and shall be available for inspection only by the employee, District confidential employees or their representatives, or any person designated in writing by the employee.

Any person who places written material or drafts written materials for placement in the employee's file shall sign the material and indicate the date on which such material was drafted.

## **ARTICLE 5**

### **LEAVES**

#### **5.1 Sick Leave**

- 5.1.1 Unit members employed five (5) days a week shall be entitled to one (1) day leave of absence for illness or injury, with full pay for each paid month of employment.
- 5.1.2 Persons employed for less than five (5) days a week and/or less than a full fiscal year; are entitled to Sick Leave as follows:
  - a) A unit member employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to 12.
  - b) A unit member employed less than five (5) days a week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to 5. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which they are entitled.
- 5.1.3 Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day of illness.
- 5.1.4 At the beginning of each fiscal year, the full amount of Sick Leave granted under this section shall be credited to each employee. Credit for Sick Leave need not be accrued prior to taking such leave. However, a new employee shall not be eligible to take more than six (6) days until the first

day of the calendar month after completion of six months of active service with the District. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

- 5.1.5 The District may require a doctor's certificate verifying Sick Leave in the event of an absence of more than three (3) consecutive work days, or more than three (3) absences during a school year coinciding with a weekend, holiday, or a vacation.

The District may require a medical release authorizing the employee to return to work following an absence of three (3) consecutive work days.

- 5.1.6 A unit member must contact the school secretary first, and if the secretary is unavailable then the certificated District Administrator or designee responsible for securing substitutes, as soon as practical after the need to be absent is known, to permit the District time to secure a substitute.

- 5.1.7 Sick Leave utilization shall be charged on a 30 minute basis at a minimum. Any absence for less than 30 minutes shall be considered an absence of 30 minutes.

- 5.1.8 When an employee's employment terminates and more Sick Leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.

- 5.1.9 When an employee is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum actually paid any employee employed to fill the position during the absence.

## **5.2 Personal Necessity Leave**

- 5.2.1 Unit members may use a maximum of six (6) days of accumulated Sick Leave in any school year for Personal Necessity Leave for any purpose, which the employee deems sufficiently important to absent himself/herself from work, except as provided herein. Personal Necessity leave shall not

be used for recreation, recreational travel, or for a vacation or the extension of a vacation or holiday. The seven reasons for personal necessity leave are listed on the “Personal Necessity Leave Request” form attached as Appendix C. A unit member requesting personal necessity leave shall complete the “Personal Necessity Leave Request” form.

- 5.2.2 A unit member must contact the immediate supervisor, school secretary, or other employee responsible for securing substitutes, as soon as practical after the need to be absent is known, to permit the District time to secure a substitute.

### **5.3 Bereavement Leave**

- 5.3.1 A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary, for the death of any member of his/her immediate family. If travel out-of-state or in excess of 350 miles one way is required, an employee shall be entitled to a maximum of two (2) additional days paid Bereavement Leave.
- 5.3.2 Member of the “immediate family” is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee, or of the spouse of the employee, and the spouse, son, daughter, son-in-law, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee, or such other person or persons as may be approved by the Superintendent or designee.

### **5.4 Pregnancy Disability Leave**

Unit members entitled to use Sick Leave as set forth in 5.1 above, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and

the unit member's physician, provide that such verification demonstrates that such leave is solely for disability and not for purposes of child care or other non-disability purposes.

## **5.5 Family Medical Leave Act and California Family Rights Act**

This section 5.5 is provided for information purposes only and is not part of the collective bargaining agreement. Classified employees may be entitled to up to twelve (12) weeks of unpaid leave under the FMLA and CFRA, provided they meet the criteria thereunder. Permitted reasons for leave under the FMLA and CFRA may include (1) the birth of a child of any employee and to care for a newborn (2) the placement of a child with an employee in connection with the adoption or foster care of a child by the employee (3) leave to care for a child, parent or spouse who has a serious health condition (4) leave because of a serious health condition of the employee that makes the employee unable to perform the functions of his/her position.

## **5.6 Jury Duty**

5.6.1 A unit member is entitled to a leave to appear for jury duty. An employee shall receive his/her regular pay, less any amount received for jury fees, exclusive of allowed mileage, parking or meal expense reimbursement.

5.6.2 In the event an employee is excused from jury duty prior to the last half of his/her work shift, the employee shall return to work.

5.6.3 These provisions do not apply to grand jury duty leave.

## **5.7 Industrial Accident and Illness Leave (Workers' Compensation Leave)**

5.7.1 Unit members shall be eligible for leave of absence because of industrial accident or illness, i.e. leave under the applicable workers' compensation statutes. Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence the first (1st) day of absence.

- 5.7.2 Leave of absence under this provision shall not be accumulated from year to year. When the Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 5.7.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor code, will result in payment to them of not more than their full salaries.
- 5.7.4 Leave of absence applied for under this provision shall be reduced by one (1) full day of each full day of authorized absence, regardless of a temporary disability indemnity award to the employee. An employee may utilize leave under this Section 5.7 on an hourly basis with the specific understanding that any absence for less than a full hour shall be considered one hour.
- 5.7.5 Industrial Illness and Accident Leave is to be used in lieu of Sick Leave. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to Sick Leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of his/her accumulated Sick Leave and vacation leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than his/her full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 5.7.6 Except for necessary medical care or examination, unless the Governing Board authorizes travel outside of California, employees receiving benefits under this leave shall remain in the State of California.
- 5.7.7 The District may require a written statement from a physician verifying an employee's absence under this leave and his/her ability to return to work.

Upon such verification to return to work from an absence under this leave, an employee shall be entitled to return to his/her position or an equivalent position.

## **5.8 Military Leave**

An employee shall be entitled to any military leave provided by applicable law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

## **5.9 Probationary Period/Modification in Seniority Date**

The probationary period is one (1) year from the date the employee first rendered paid service to the District, which will be considered the “Date of Hire” for purposes of seniority. The date of seniority is not affected when an employee is on a paid leave of absence. If an employee is on an unpaid leave of absence for more than thirty (30) days then the employee’s date of seniority shall be moved forward by the same number of days the employee is absent without pay for the full duration of the leave and not simply days in excess of thirty (30) days.

## **5.10 Personal Leave (Unpaid)**

5.10.1 Unpaid Leave may be approved at the discretion of the District for reasons not specified under other leave provisions of this Agreement. The Superintendent or designee may approve leaves up to three (3) working days. The Board of Trustees may approve requests for leaves of greater than three (3) working days. The Board shall meet within six (6) days of a written request from the employee for a leave greater than three (3) days. The employee need not be present at the board meeting.

5.10.2 Advance approval is required. Requests are to be made on the appropriate District form and submitted to the District Office.

5.10.3 For leaves of thirty days or more, as of the first of the month following the beginning of the leave, the unit member may continue District insurance

coverage, subject to carrier approval, at the employee's expense. The employee must follow District procedures for such premium payment.

## **ARTICLE 6**

### **HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION**

#### **6.1 Work Week and Work Day**

- 6.1.1 Full time employment within this representation unit consists of a forty (40) hour week rendered in units of eight (8) hours. The work week shall consist of up to five (5) consecutive work days for all employees rendering service averaging four (4) hours or more per day during the work week.
- 6.1.2 The work day and work week for all unit members shall be established and regularly fixed by the District. Except with the concurrence of the employee and except for modifications of work shifts of fifteen (15) or fewer minutes, the District shall notify an employee twenty (20) working days in advance of a change in the work shift.
- 6.1.3 The District retains the right to extend the regular work day or work week of employees when it deems it necessary to carry out the District's business.
- 6.1.4 A part-time employee who is assigned by the District to work a minimum of thirty (30) minutes per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours for the purpose of fringe benefit proration.

#### **6.2 Meal Period**

A non-compensated meal period of between thirty (30) to sixty (60) minutes shall be provided all unit members who render service of at least six (6) consecutive hours. The length of the meal period shall be determined by the Superintendent

or designee who shall assign the meal period to be taken as soon after the conclusion of four (4) hours of service as possible.

### **6.3 Rest Period**

A fifteen (15) minute compensated rest period shall be provided for unit members for each four (4) hour period of service. This rest period shall be taken at the direction of the Superintendent or designee at or near the mid-point of each four (4) hour period of service.

### **6.4 Overtime Compensation**

6.4.1 Overtime compensation shall be provided employees who are directed and authorized by the Superintendent or designee to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any calendar week.

6.4.2 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, vacation, compensatory time off, or paid leave of absence shall be considered as time worked by the employee.

6.4.3 Employees with a work week of five (5) consecutive workdays averaging four (4) hours or more per day shall receive overtime compensation for work directed and authorized by the Superintendent or designee to be performed on the sixty (6th) and seventh (7th) day following the commencement of the work week.

6.4.4 Employees whose average work day is less than four (4) hours shall receive overtime compensation for work directed and authorized by the Superintendent or designee to be performed on the seventh (7th) day following the commencement of the work week.

6.4.5 Employees eligible to receive overtime compensation shall be compensated equal to time and one-half of the employee's regular rate of pay, or, at the option of the district, shall receive compensatory time off at time and one-half at the employee's regular rate of pay.

6.4.6 Consistent with the Fair Labor Standards Act, employees so authorized to take compensatory time off shall take compensatory time off, as approved by the Superintendent or designee within twelve (12) calendar months following the month the overtime service was rendered. In the event the employee does not take such compensatory time off within said period, he/she shall receive the appropriate cash compensation for the overtime services rendered.

**6.5 Stand-By-Time-Bus Drivers**

Bus Drivers shall be compensated at their appropriate rate of pay for Stand-By-Time. Bus Drivers may be required to perform in addition to the duties set forth in the job description, other reasonable duties as prescribed by the Superintendent or designee. All time spent during meals periods and time spent after being relieved from duties at the end of the day until duties resume the next day shall be non-compensated.

**6.6 Required Training**

Any training required as a condition of continued employment for unit members shall be considered as time worked and paid at the employee's regular rate of pay. Also, employees utilizing this provision shall be reimbursed for necessary mileage according to Article 3.3. In addition, required tests and tuition fees shall be reimbursed to the employee upon verifications.

**ARTICLE 7**  
**HOLIDAYS**

**7.1** The following shall be the holiday schedule for unit members:

1.	July 4	Independent Day
2.	First Monday in September	Labor Day
3.	November 11*	Veterans Day
4.	Last Thursday in November	Thanksgiving Holiday
5.	Day following Thanksgiving	In lieu of Admissions Day
6.	December 25	Christmas Holidays
7.	January 1	New Year's Day
8.	3rd Monday in January	Martin Luther King, Jr. Day
9.	February 12*	Lincoln's Day
10.	3rd Monday in February*	Washington's Day
11.	Last Monday in May	Memorial Day
12.	Any other day mandated as a holiday for classified employees by applicable law.	

\*Upon mutual agreement of the District and Association, another day may be designated which provides for a three-day weekend.

**7.2** To be entitled to any of the above paid holidays, a unit member must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday period. Unit members, who are not normally assigned to duty during the school holidays of December 25 and January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

**7.3** When one of the holidays fall on a Sunday, the following Monday shall be deemed to be that holiday. When one of the holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.

**7.4** Unit members assigned by the District to work on one of the above holidays shall be paid or given compensatory time off for such work, in addition to the regular rate of pay, at one and one-half time the regular rate of pay.

**ARTICLE 8**  
**VACATION**

**8.1** Paid vacation leave shall accrue each fiscal year for unit members at the following rates:

Years of District Service	Twelve Month Employees	School Day or Ten Month Employees
One-Five	11 work days vacation	9 work days vacation
Six-Eight	12 work days vacation	10 work days vacation
Nine-Eleven	13 work days vacation	11 work days vacation
Twelve-Fourteen	14 work days vacation	12 work days vacation
Fifteen and Beyond	16 work days vacation	13 work days vacation

**8.2** Upon separation from service, a unit member shall be entitled to lump sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation.

**8.3** A holiday falling within a vacation period shall not constitute a vacation day.

**8.4** Accrued vacation may be taken at any time during the school year, upon the approval of the Superintendent or designee. If the employee is not permitted to take the full-accrued vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District. Vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements, as determined by the District. Normally ten-month employees shall not be permitted to take vacations during school days.

## **ARTICLE 9**

### **PROMOTIONS AND FILLING VACANCIES**

#### **9.1 Filling Vacancies**

It is the policy of the District to fill vacancies with the most qualified applicant. It is the policy of the District to give favorable consideration to unit members applying to fill vacancies. In considering the appointment of unit members to a vacant position, if the qualifications of such unit members are equal, the unit member with the higher seniority shall be ranked higher than the unit member with lower seniority for purposes of consideration to fill the vacancy. The same policy will prevail to promotions of unit members.

#### **9.2 Posting**

Any notice of classified vacancies will be posted, and notices will be placed in the District Office, District webpage, and in the staff room in the primary building.

**ARTICLE 10**  
**LAYOFF AND RE-EMPLOYMENT**

**10.1 Definitions**

- 10.1.1 The classes of positions are listed on Appendix A.
- 10.1.2 Length of service is determined by the day the employee first worked in a Class. (For further particulars see Section 5.9) an employee may earn seniority in more than one Class if an employee changes Classes or works simultaneously in two classes.
- 10.1.3 Probationary Period: The probationary period is one year from the day the employee first worked in paid status in a Class as a probationary employee. Employees are classified as permanent after completion of one year of probationary service in a Class.

**10.2 Layoff Procedures**

- 10.2.1 Unit members shall be subject to layoff for lack of work or lack of funds.
- 10.2.2 Order of Notice of Layoff
- Unit members shall be subject to layoff within the class affected and shall be determined by length of service. The employee who has been employed the shortest time in the class, plus class(s) with a higher salary range, shall be notified of layoff first, except as provided herein. In the case of two or more employees having identical seniority, layoff shall be determined by lot.
- 10.2.3 Options of Employees Notified of Layoff
- The District shall notify an employee whose position has been eliminated that he/she must elect one of the following options within five (5) working days of receipt of notice. Except for options (h) and (i), the following options are listed in priority order, and the employee must select the first application option. The employee has the right to select options (h) and (i), regardless of the availability of other options listed.
- (a) Select a vacant position in the same class that is equal in pay and in number of hours of employment.

- (b) Displace a less senior employee from a remaining position in the same class which is equal in pay and in number of hours of employment.
- (c) Select in another class a vacant position in which the employee has previously completed the probationary period, which has an equal amount of hours of employment and for which the employee possesses the required licenses or certification.
- (d) Displace a less senior employee in another class from a remaining position in which the employee has previously completed the probationary period, which has an equal number of hours of employment, and for which the employee possesses the required licenses or certificates.
- (e) Select options (a) through (d), which have a greater number of hours of employment.
- (f) Select options (a) through (d), which have a lower rate of pay.
- (g) Select options (a) through (d), which have fewer numbers of hours of employment.
- (h) Elect to be laid off.
- (I) Elect a service retirement as provided in Section 10.2.

10.2.4 Prior to layoff, the District shall post a seniority list of affected unit members. The District shall also provide the Association with a copy of the seniority list.

10.2.5 The District shall continue to pay the District group insurance premium for existing coverages for any unit member who is laid off for a period of thirty (30) days after termination of employment.

### **10.3 Notice of Layoff**

10.3.1 When, as a result of the expiration of a specially funded program, unit members' positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice

on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty-five (45) days prior to the effective date of their layoff.

10.3.2 When, as a result of a reduction or elimination of the services being performed by any department, unit members shall be subject to layoff for lack of work, affected unit members shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff, and informed of their displacement rights, if any, and re-employment rights.

10.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by the above subsections

#### **10.4 Reemployment**

10.4.1 Re-employment shall be in the reverse order of layoff. Employees who are laid off are eligible for re-employment in their former class in any position with equal or lower pay for a period of thirty-nine (39) months, and shall be re-employed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional positions within the District during the thirty-nine month period.

10.4.2 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members laid off without limitation of time, provided that the same tests of fitness under which they qualified for appointment shall still apply.

10.4.3 Refusal of two (2) offers of re-employment to the class from which laid off shall cause removal from the re-employment list and loss of any re-employment rights. However, declining an offer of re-employment of

fewer hours of employment held at the time of layoff shall not constitute a refusal of employment.

- 10.4.4 Offers of re-employment shall be made either by personal service or via U.S. Certified Mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the unit member's signature. Failure to so reply within five (5) working days from date of personal service or receipt (but in no event longer than ten (10) days of mailing) of the offer of re-employment shall be deemed a refusal of that offer of re-employment. It is the responsibility of each unit member on a re-employment list to file with the District office a current mailing address.
- 10.4.5 A unit member who is laid off and subsequently rehired from a re-employment list shall have the accrued Sick Leave balance as of the date of layoff reinstated.
- 10.4.6 Upon re-employment in the class in which laid off, a unit member shall be placed on the former step of the salary range. The unit member shall be eligible for advancement to the next step of the salary schedule on the first of the month after twelve calendar months after re-employment, less the months of paid service rendered after the previous step advancement.

## **10.5 Retirement and Layoff**

Notwithstanding any other provisions of law, any unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If the unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall

maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

## **10.6 General Provisions**

- 10.6.1 It is the intent of the parties that the utilization of non-bargaining unit persons will not result in the arbitrary, capricious, and discriminatory denial of reemployment or displacement rights of unit members on a reemployment list. It is agreed and understood that this provision shall in no way be construed as precluding the District from utilizing non-bargaining unit persons consistent with past practices.
- 10.6.2 This Article shall not be construed as giving the District the right to reduce the hours of employment of unit members, except by the operation of the provisions of Section 10.2.3. Any other proposed reduction of hours of employment shall be subject to meeting and negotiating between the parties to this Agreement, to the extent that it is in the lawful scope of representation.
- 10.6.3 If a position in the class is vacant the District may reduce the hours therein upon forty-five (45) days written notice to the Association.

**ARTICLE 11**  
**GRIEVANCES**

**11.1 Definitions**

A “grievance” is a formal, written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of the Agreement or of District rule, regulation, or laws specifically applicable to classified employees. Any grievance filed over a dispute in regards to District rules or regulations or applicable law shall not be subject to the advisory arbitration step of the grievance.

A “grievant” may be CSEA or any classified employee(s) of the unit covered by the terms of this Agreement.

A “day” shall be any day that the District Office is open for business.

**11.2 Procedures**

Step 1: Before filing a formal, written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

Step 2: In the event a grievance cannot be settled in this informal manner, the grievant and the supervisor shall appear before the District Superintendent as soon as practical in the hopes of an immediate solving of the grievance.

Step 3: In the event the grievance is not decided to the satisfaction of the parties in this manner, the grievant may present his/her grievance in writing, including the Superintendent’s decision, to the President of the Association, and the C.S.E.A. Field Representative as soon as practical, but no later than five (5) days after the Superintendent’s prior decision. If no response or settlement is

made within the next ten (10) days following the notice to the President of the Employees Association and to C.S.E.A., the grievant may proceed to the next step.

Step 4: In the event either party is not satisfied with the recommendation(s) of the Superintendent, the decision may be appealed in writing within ten (10) days to the Board of Trustees. The Board shall communicate its decision in writing to the grievant and to the Association as soon as practical, but not to exceed ten (10) days after the next regularly scheduled meeting of the Board.

Step 5: In the event the grievance is not decided to the satisfaction of the parties in Step 4, they may within five (5) days submit a request in writing to the Superintendent for advisory arbitration of the dispute. The grievant and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the advisory arbitrator. Lot shall determine the order of the striking.

The fees and expenses of the advisory arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them. The advisory arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the advisory arbitrator shall determine the issue(s) by referring to the written grievance and the answer thereto at each step. The advisory arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the

written policies, rules, regulations and procedures of the District. After a hearing, and after both parties have had an opportunity to make written arguments, the advisory arbitrator shall submit in writing to all parties his/her findings and recommendations.

Step 6: The Board of Trustees, alone, has the power to render a final and binding determination of a grievance. The recommendation of the advisory arbitrator shall only be advisory and if, upon review, the Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. However, when the Board has reached its decision, the decision may be subject to judicial review.

## ARTICLE 12

### ORGANIZATIONAL SECURITY

- 12.1** The Siskiyou County Office of Education will deduct from the pay of Association members and pay to the Association the normal membership as voluntarily authorized in writing by the employee on the appropriate form.
- 12.2** The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- 12.3** The Association shall hold the District harmless on account of any monies deducted and remitted to the Association pursuant to this Article. In the event the District fails to comply with the provisions of this Article, the previous statement shall not apply.
- 12.4** All bargaining unit employees are required to be represented by the Exclusive Representative. Therefore, the District and the Association agree that all unit employees shall contribute equally toward the cost of such representation.

Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of employment, shall become a member of the Association or pay to the Association a representational fee in an amount equal to dues and initiation fees.

In the event a unit employee belongs to a recognized religious sect which does not permit its members to pay dues or representational fees to an employee organization, an amount equal to the dues and initiation fee will be deducted monthly from the employee's pay warrant and will be deposited by the District with a recognized charitable organization designated by the employee but in no event shall the charitable organization be a religious sect.

## **ARTICLE 13**

### **MANAGEMENT RIGHTS**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law except as expressly limited herein.

**ARTICLE 14**  
**SAVINGS PROVISION**

- 14.1** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effects.
- 14.2** In the event a provision of this Agreement is so held to be contrary to law, the parties, upon the request of one, shall meet and negotiate concerning a possible mutually satisfactory replacement for such provision.

**ARTICLE 15**  
**CONCERTED ACTIVITIES**

For the duration of this Agreement, the District agrees that it shall not cause or engage in a lock-out. The Association agrees that it shall not call, sanction, or engage in any strike or work stoppage.

**ARTICLE 16**  
**ASSOCIATION RIGHTS**

**16.1 Use of School Buildings**

The Association may use school buildings for Association business so long as they have filled out the current required forms and the requested facilities are available. Specifically excepted from this requirement will be the regular Association meeting.

**16.2 Bulletin Board**

Designated bulletin board space will be set up in the staff lounge in the primary building to be used exclusively for activities and matters of Association business.

**16.3 Use of School Equipment**

The Association and its members may use school equipment, at all reasonable hours, for Association business, if such equipment is available. It is understood that the “actual costs for supplies” in such instances shall be borne by the Association.

**16.4 Contacting Personnel**

16.4.1 Authorized representatives of the Association shall be permitted to transact official Association business on school property outside of normal work hours.

16.4.2 Representatives of the Association not employed by the District must notify the Superintendent’s office prior to meeting with employees on the school premises.

16.4.3 Names of all classified employees shall be provided without cost to the Association no later than September 13 of each school year.

**ARTICLE 17**  
**SAFETY**

**17.1 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.

**17.2 Safety Committee**

A safety Committee shall be formed composed of two members appointed by the District and two members appointed by the Association, which committee shall review health, safety, sanitation and working conditions. The committee shall make recommendations to the District concerning improvements in health, safety, sanitation and working conditions.

**17.3 Release Time**

The bargaining unit members of the safety committee shall be allowed reasonable release time to carry out their obligations as committee members.

**17.4 No Discrimination**

No employee shall in any way be discriminated against as a result of reporting any condition believed to be a safety violation.

**ARTICLE 18**  
**EMPLOYEE RIGHTS**

**18.1 Discrimination Prohibited**

No employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

**18.2 No Discrimination-On Account of C.S. E.A. Activity**

Neither the District nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not to engage in C.S.E.A. activity.

**ARTICLE 19**  
**DISCIPLINARY ACTION**

**19.1 Definition**

Disciplinary action means suspension without pay for more than five (5) days, demotion or dismissal. A written reprimand or a suspension with pay or a suspension without pay for five (5) or fewer days is not a disciplinary action and is not subject to this Article.

**19.2 Cause**

Each of the following constitutes cause for disciplinary action against a permanent classified employee. Discipline shall be imposed on permanent employees of the District only for just cause.

- 19.2.1 Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- 19.2.2 Failure or inability to perform duties and responsibilities assigned to an employee's position.
- 19.2.3 Insubordination.
- 19.2.4 Dishonesty.
- 19.2.5 Drinking alcoholic beverages while on duty; drinking alcoholic beverages prior to duty times as to cause any detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position.
- 19.2.6 Unauthorized use of narcotics; controlled substances, or habit-forming drugs; use of any medication or other substances as to cause any detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position.
- 19.2.7 Absence and/or repeated tardiness without authority or sufficient reasons.
- 19.2.8 Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform

the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.

- 19.2.9 Conduct which adversely affects the employee's ability to perform the duties and responsibilities of his/her position.
- 19.2.10 Discourteous, abusive, or offensive treatment of the public, pupils, or other employees.
- 19.2.11 Improper political activity as governed by the federal and state law.
- 19.2.12 Willful or negligent damage to public property or equipment.
- 19.2.13 Violation of or refusal to obey the school laws of the State or the rules and regulations of the District.
- 19.2.14 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specifications or otherwise necessary for the employee to perform the duties of the position.
- 19.2.15 Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
- 19.2.16 Physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority.
- 19.2.17 For employees who drive a vehicle in the regular course of their employment:  
Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- 19.2.18 Abandonment of position.
- 19.2.19 Offering any service in exchange for special treatment in connection with the employee's job or employment, or acceptance of anything of value or any service in exchange for granting any

special treatment to another employee or to any member of the public.

19.2.20 Conduct in violation of Section 1028 of the Government Code, which provides:

“It shall be sufficient cause of the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of any organization which during the time of his membership he knows advocates the overthrow of the Government of the United States by force or violation.”

19.2.21 Revealing confidential information.

### **19.3 Time**

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

### **19.4 Authority**

The Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified employee.

### **19.5 Preliminary Notice**

If the Superintendent or designee is contemplating initiating a disciplinary action against a permanent classified employee, the Superintendent or designee shall prepare a preliminary notice of disciplinary action and deliver same by personal service or United States certified mail to the employee. Such preliminary notice shall explain the items referenced in Section 19.7.1, 19.7.2 and 19.7.3. The employee has the right to respond orally or in writing within five (5) calendar days to such preliminary written notice. Upon receipt of the employee's response,

if any, the Superintendent or designee shall determine whether or not to initiate a disciplinary action as referenced in Section 19.7.

### **19.6 Emergency**

Except in cases of emergency where the employee must be removed from the premises immediately, at least five (5) calendar days prior to the effective date of any disciplinary action involving suspension with or without pay for more than five (5) days, demotion, or dismissal, the Superintendent or designee, shall give the employee written notice of the proposed disciplinary action. The notice shall include the causes for the proposed action, a copy of the materials upon which the proposed action is based, and the right to respond either orally or in writing prior to the proposed disciplinary action. The Superintendent prior to initiating any disciplinary action shall consider any response made by the employee. In the event of emergency circumstances that require removal of the employee from the work site immediately, such notice and right to respond shall be provided to the employee at the earliest, reasonable time after his/her removal from the premises.

### **19.7 Notice of Disciplinary Action**

If the Superintendent initiates a disciplinary action, he/she shall serve a written notice of disciplinary action upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The notice shall include:

- 19.7.1 a statement of the nature of the disciplinary action;
- 19.7.2 a statement of the cause therefore as set forth in 19.2 above;
- 19.7.3 a statement of the specific acts or omissions upon which the causes are based. If a cause stated in 19.2 above is alleged, the rule, regulations, or law violated shall be set forth in the recommendation;
- 19.7.4 a statement of the employee's right to appeal to the Board of Trustees the disciplinary action and of the manner and time within which his/her appeal must be filed; which shall be no sooner than five (5) business days; and

19.7.5 a card or paper, the signing and filing of which shall constitute a demand for hearing before the Board of Trustees and a denial of all charges.

The request for hearing may be mailed to the office of the Superintendent, but must be received or postmarked no later than the time limit stated herein. If the employee fails to file such a request for hearing within the time specified, the employee shall be deemed to have waived his/her right to appeal.

## **19.8 Hearing**

The Board shall conduct a hearing on the appeal at the earliest convenient date, taking into consideration the established schedule of the Board of Trustees and the availability of counsel and witnesses.

### **19.8.1 Rights of Employee**

The employee shall attend any hearing, unless excused by the Governing Board, and shall be entitled to:

1. Be represented by counsel or any other person at such hearing;
2. Testify under oath;
3. Consistent with applicable law, compel the attendance of other District employees to testify in his/her behalf;
4. Cross-examine all witnesses appearing against him/her and all District employees whose actions are in question or who have investigated any of the matters involved in the hearings and whose reports are offered in evidence before the Governing Board;
5. Present such affidavits, exhibits, and other evidence, as the Governing Board deems pertinent to the inquiry;
6. The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

### **19.8.2 Evidence**

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Oral evidence shall be taken only under oath or affirmation.

#### 19.8.3 Exclusion of Witnesses

The Governing Board may in its discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

#### 19.8.4 Burden of Proof

The burden of proof shall be upon the District.

#### 19.8.5 Findings and Decisions

After completion of the hearing, the Governing Board shall issue a written decision on the matter. Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject to establishment rights of judicial review. Any action filed in court to seek judicial review or to overturn the decision of the Governing board shall be filed within ninety (90) days of the date the decision is signed by the Governing Board.

#### 19.8.6 Report of Hearings

Hearings may be conducted without a stenographic reporter or recording machine unless the employee requests in writing, at least three (3) full business days before the day set for the hearing that such hearing be reported or recorded and pays the costs or fees for such reporting or recording. If the District desires a copy of the reporting or recording, it must pay for one-half of the total cost.

#### 19.8.7 Transcripts of Hearings

Transcripts of hearings shall be furnished to any party to the hearing on payment of the costs of preparing such transcripts. When District employees provide transcripts, the cost shall be determined by the employee in charge of business affairs.

#### 19.8.8 Continuances

The Governing Board may grant a continuance of any hearing upon such terms and conditions, as it may deem proper, including in its discretion the condition that the employee shall waive salary for the period of the continuance.

### **19.9 Termination of Probationary Classified Employees**

The probationary period is one (1) year from the date the employee first worked in a Class. An employee will be classified as permanent after completion of a probationary period of one year. At any time prior to the expiration of the probationary period, the Board of Trustees, Superintendent or designee, may in its sole discretion, dismiss a probationary classified employee from the employ of the District. A probationary classified employee shall not be entitled to a hearing or to any statement of reasons for such action.

**ARTICLE 20**  
**COMPLETION OF MEETING AND NEGOTIATING**

This agreement is the full and complete agreement of the parties on all topics within the scope of negotiation for the 2016-2017 school year. All topics not included herein are deemed withdrawn. Neither party is required to negotiate further on any topic within the scope of negotiations for the 2016-2017 school year.

Either party may reopen negotiations on Article 3: Compensation, and one other article of this agreement by notifying the other party in writing by March 15 for the subsequent school years.

**ARTICLE 21**

**TERM**

This Agreement shall remain in full force and effect from July 1, 2016, up to and including June 30, 2019, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15, beginning in the year 2019, of its request to modify, amend, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15<sup>th</sup> day of June, 2016.

WEED UNION ELEMENTARY  
SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION

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Labor Relations Representative  
California School Employees  
Association

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## APPENDIX A

### LIST OF SEPARATE CLASSES

#### List of classes as defined in Article 10.1.2

1. Teacher Aide
2. Computer Lab Tech
3. Behavior Center Supervisor
4. Baker/Cook\*
5. Cafeteria Assistant\*
6. Clerk Typist
7. Library Clerk\*
8. Custodial Worker
9. Bus Driver
10. Bilingual Teacher Aide

\* In the event of a layoff the Baker/Cook may displace a less senior Cafeteria/Kitchen Assistant. In the event of a layoff a Library Clerk may displace a less senior Library Clerk Assistant. Except as herein provided, in the event of layoff, displacement will not occur between classes.

(Persons employed to work only as yard duty supervisors are not part of the classified unit and are employed under Education Code §45103)

APPENDIX B

**WEED UNION ELEMENTARY SCHOOL DISTRICT  
CLASSIFIED SALARY FOR 2021-2022 5%**

<i>Title</i>	1	2	3	4	5	8	11	14	17	20	23	26	29	31	34
						5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
<i>Cafeteria Assistant, Bus aide</i>	\$ 15.36	\$ 15.82	\$ 16.30	\$ 16.78	\$ 17.29	\$ 18.15	\$ 19.06	\$ 20.02	\$ 21.02	\$ 22.07	\$ 23.17	\$ 24.33	\$ 25.55	\$ 26.82	\$ 28.16
<i>Classroom Assistant, Office Assistant, Afterschool Aide</i>	\$ 15.75	\$ 16.22	\$ 16.71	\$ 17.21	\$ 17.73	\$ 18.62	\$ 19.55	\$ 20.52	\$ 21.55	\$ 22.63	\$ 23.76	\$ 24.95	\$ 26.20	\$ 27.51	\$ 28.88
<i>Baker/Cook, Technology Tech, Custodial Worker, Library Clerk, Clerk/Typist, Behavior Center Supervisor, Bilingual TA, Computer Lab Assistant</i>	\$ 15.90	\$ 16.38	\$ 16.87	\$ 17.37	\$ 17.90	\$ 18.80	\$ 19.73	\$ 20.72	\$ 21.76	\$ 22.85	\$ 23.99	\$ 25.19	\$ 26.45	\$ 27.77	\$ 29.16
<i>LVN/TA</i>	\$ 17.37	\$ 17.89	\$ 18.43	\$ 18.98	\$ 19.55	\$ 20.53	\$ 21.55	\$ 22.63	\$ 23.76	\$ 24.95	\$ 26.20	\$ 27.51	\$ 28.88	\$ 30.33	\$ 31.84
<i>Bus Driver</i>	\$ 18.10	\$ 18.64	\$ 19.20	\$ 19.78	\$ 20.37	\$ 21.39	\$ 22.46	\$ 23.58	\$ 24.76	\$ 26.00	\$ 27.30	\$ 28.66	\$ 30.10	\$ 31.60	\$ 33.18

*A classroom assistant who holds an AA degree will be placed at step 3 when first hired by the District.  
A classroom assistant who holds a BA degree will be placed at step 5 when first hired by the District.*

**BOARD APPROVED: January 13, 2022**

APPENDIX C

NAME \_\_\_\_\_

WEED UNION ELEMENTARY SCHOOL DISTRICT  
ADVANCE NOTIFICATION OF LEAVE  
REPORT OF ABSENCE

DATE(S) OF ABSENCE(S) \_\_\_\_\_

TOTAL DAYS/HOURS ABSENT \_\_\_\_\_

REASON FOR LEAVE ABSENCE \_\_\_\_\_

\_\_\_\_ SICK LEAVE

\_\_\_\_ PREGNANCY DISABILITY

\_\_\_\_ PERSONAL NECESSITY (6)\*

\_\_\_\_ JURY DUTY

\_\_\_\_ BEREAVEMENT

\_\_\_\_ SCHOOL BUSINESS

\_\_\_\_ PERSONAL NECESSITY (1)\*

\_\_\_\_ LEAVE WITHOUT PAY

\_\_\_\_ VACATION (12 Month Employees)

FOR DEFINITIONS OF THE ABOVE LEAVES, SEE THE AGREEMENTS  
BETWEEN THE WEED UNION SCHOOL DISTRICT AND THE BARGAINING  
UNITS.

\_\_\_\_\_  
Date

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

LEAVE AS REQUESTED ABOVE

\_\_\_ APPROVED \_\_\_ NOT APPROVED

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

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

Account to be charged \_\_\_\_\_

\* Personal necessity includes 6 days without prior permission. \*\* 1 additional day with approval from supervisor as per contract.

APPENDIX D  
**WEED UNION ELEMENTARY SCHOOL DISTRICT  
 CLASSIFIED EMPLOYEE EVALUATION**

NAME OF EMPLOYEE:

DATE OF EVALUATION:

SCHOOL YEAR:

ELEMENTS OF EVALUATION:

**1. Punctuality and Attendance**

Complies with assigned hours of work and appointed duty schedules	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Complies with lunch and break time (6 hour employees receive a 30 minute lunch break and a 15 minute break. Less than 6 hour employees receive a 15 minute break.)	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Comments:	

**2. Dependability**

Attends to duties in the absence of supervision	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Follows written and verbal instructions in the performance of job duties	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Keeps confidentiality	Unsatisfactory____ Needs Improvement____ Satisfactory____

	Exceeds Expectations
Effective communicator	Unsatisfactory _____ Needs Improvement _____ Satisfactory _____ Exceeds Expectations
Comments:	

3. **Relationships with Others**

Is courteous, honest, and friendly with other employees, students, teachers, parents and public	Unsatisfactory _____ Needs Improvement _____ Satisfactory _____ Exceeds Expectations
Team player	Unsatisfactory _____ Needs Improvement _____ Satisfactory _____ Exceeds Expectations
Comments:	

4. **Accuracy/Quality**

Performs duties in an accurate manner	Unsatisfactory _____ Needs Improvement _____ Satisfactory _____ Exceeds Expectations
Completes work with a minimum of errors	Unsatisfactory _____ Needs Improvement _____ Satisfactory _____ Exceeds Expectations
Seeks other work to do or helps others when original task is completed	Unsatisfactory _____ Needs Improvement _____ Satisfactory _____

	Exceeds Expectations
Comments:	

**5. Works Habits and Attitudes**

Organizational skills	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Uses good judgment	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Handles situations responsibly (does not walk away)	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Learning and applying new ideas, procedures, rules and is consistent in their applications	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Complies with school rules, regulations and policies (call in when ill and have someone cover supervision duty, uses PN forms for time off)	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Maintains positive attitude	Unsatisfactory____ Needs Improvement____ Satisfactory____ Exceeds Expectations
Comments:	

**6. Personal Appearance**

Dresses appropriately (complies with Weed Elementary dress code)	Unsatisfactory _____ Needs Improvement _____ Satisfactory _____ Exceeds Expectations _____
Maintains a neat, clean appearance	Unsatisfactory _____ Needs Improvement _____ Satisfactory _____ Exceeds Expectations _____
Comments:	

**7. Overall Comments of Evaluator**

**8. Employee's Response to Evaluation**

Evaluator's Signature \_\_\_\_\_

Employee's Signature \_\_\_\_\_

A copy of this evaluation will be placed in the employee's personnel file five (5) days after it is received by the employee. The employee may respond in writing to this evaluation. Any written response to this evaluation received within five (5) days after the date the evaluation is delivered to the employee will be placed in the employee's personnel file.

APPENDIX E

WEED UNION ELEMENTARY SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE  
PROFESSIONAL GROWTH PROGRAM  
REQUEST OF EMPLOYEE FOR PROFESSIONAL GROWTH CREDIT

The undersigned employee hereby requests that the Professional Growth Committee determine if the following activities qualify for professional growth credit pursuant to Section 3.8, Professional Growth Program of the collect bargaining agreement:

A: Continuing Education (Describe in Detail, See Section 3.8.3A)

B. District Approved Education Agencies and Special Programs (Describe in Detail, See Section 3.8.3B)

C. Credit for Continuing Education (Describe in Detail, See Section 3.8.3A) Is Awarded Based on One Unit for Each 18 Clock Hours of Attendance. Credit for District Approved Education Agencies and Special Programs (Section 3.8.3B) Is Awarded Based on One Half Unit for Each 9 Clock Hours of Attendance. No Credit is Awarded for Attendance During Working Hours for Items Under 3.8.3A or B. Only 9 Units Of The 15 Units May Be Earned Under Section 3.8.3B. At Least 6 Units Must Be Earned Under 3.8.3A.

D. I Am Employed in the Classification of \_\_\_\_\_ I Desire That The Professional Growth Committee Review This Request and Determine if the Professional Growth Referenced Herein will be Credited as Professional Under Section 3.8, Professional Growth Program. I Understand That I Must Submit This Form Before the First Day of Attendance in the Above Activities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Copy delivered to Superintendent/Principal on \_\_\_\_\_  
Copy delivered to District Secretary on \_\_\_\_\_

Approved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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