

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT
TENTATIVE AGREEMENT WITH
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA #118)
TO SETTLE 2015-2016 NEGOTIATIONS**

March 4, 2016

The Woodland Joint Unified School District (District) offers the following proposal to resolve all negotiations for 2015-2016 school year as follows.

1. Salary Schedule Adjustment

The District proposes to eliminate Range 4 and 5 from the salary schedule. The District also agrees to move any job classifications in Ranges 4 and 5 to Range 6. The District agrees to place current unit members who were previously placed in Range 4 and 5 onto Range 6 at a cell no less than their current salary rate.

2. Salary and Benefits

The District proposes to increase the salary schedule by 5.5% effective July 1, 2015.

3. One-time Off-schedule Payment

The District offers a one-time off schedule payment equal to 1% of an employee's base salary as of July 2, 2015 to each currently employed classified unit member employed on or after July 1, 2015.

4. Retirement Incentive

The District offers a retirement incentive as outlined in the attached Retirement Incentive Agreement.

5. Article 14 - Leaves

The District agrees to amend article 14.2.6 as follows: *A bargaining unit member, who has attained permanent status may use ~~one~~ two (2) discretionary days per year, to be deducted from personal necessity leave, without submitting the verification ordinarily required for use of a sick leave day for personal necessity. Twenty-Four (24) hours prior notification must be given to the bargaining unit member's site administrator, except in emergency situations where no advance notice is required. The site administrator must approve this leave and may limit the number of employees who may use this leave on any one day.*

6. Article 17 – Work Week/ Work Hours

The District agrees to amend article 17.12 as follows: *The District will provide an annual training at the beginning of each school year to address issues, **such as:** dealing with compliance, IEP's, legal updates, confidentiality, **job-related computer skills**, future trainings needed/required and other topics as needed.*

7. Article 24 - Transportation

The District proposes the attached changes to Article 24.

8. Article 26 - Discipline

The District proposes the attached changes to Article 26.

9. New Term of Contract: July 1, 2016 – June 30, 2019

The District proposes changes to the contract as follows:

1.3 This Agreement shall be effective upon ratification by the parties and expires June 30, 2013 2019. Unless modified by agreement of the parties, the terms and conditions of the new agreement shall be the same as the agreement in effect on June 30, 2010 2015.

1.3.1 For the 2011-2012 2016-2017 school year, each party may reopen on Salary Provisions, Health and Welfare Benefits and two (2) articles of the party's choosing.

1.3.2 For the 2012-2013 2017-2018 school year, each party may reopen on Salary Provisions, Health and Welfare Benefits and ~~two (2) articles of the party's choosing~~ any articles of the party's choosing.

1.3.3 For the 2018-2019 school year, each party may reopen on Salary Provisions, Health and Welfare Benefits and two (2) articles of the party's choosing.

10. Conclusion of Bargaining


Agreement with this proposal concludes bargaining for the 2015-2016 school year. All other issues related to bargaining are closed for the remainder of the 2015-2016 school year.

AGREED:

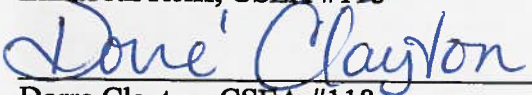

Tom Pritchard, WJUSD
3/4/16
Date


Cynthia Rogers, CSEA #118

3-4-16
Date


Elizabeth Reiff, CSEA #118

3-4-16
Date


Dorre Clayton, CSEA #118

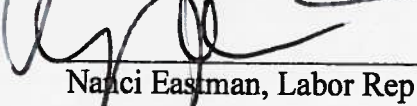
3/4/2016
Date


Marty Buchignani, CSEA #118

3/4/2016
Date


Jess Enriquez, CSEA #118

3/4/16
Date


Nanci Eastman, Labor Rep

3.4.16
Date

Woodland Joint Unified School District (WJUSD)
And
California School Employees Association, Chapter #118 (CSEA)
Retirement Incentive Agreement (2015-2016 school year only)

In an effort to provide a Retirement Incentive for the classified employees of the Woodland School District, the Woodland Joint Unified School District is offering the following retirement incentive:

The plan contains the following provisions:

- 1) Employee must be eligible for Retirement under PERS.
- 2) Employee have been employed by WJUSD for at least 5 consecutive years immediately prior to June 30, 2015.
- 3) Employee must be currently employed effective January 1, 2016 and retiring on or before June 30, 2016.
- 4) Employee must submit a Retirement Incentive Form (to be developed by the District) received no later than March 30, 2016 at 4:00 p.m. in the human resources department.
- 5) Incentive will be 10% of the employees 2015-2016 Gross Base Salary in effect on July 1, 2015 (all applicable withholding amounts to be deducted).
- 6) The incentive will be paid in one lump sum payment.
- 7) The District assumes no liability for tax consequences of participation in this plan. Members are advised to consult with their personal tax advisors regarding this issue.

This Agreement is for the 2015-2016 school year only and is part of the package proposal by WJUSD to settle bargaining for the 2015-2016 school year.

ARTICLE 24. TRANSPORTATION DEPARTMENT PROCEDURES

24.1 General Provisions

24.1.1 The District is committed to providing transportation services to students meeting all regulatory and contractual obligations in the most cost efficient manner. To deliver school transportation services, the following can be utilized: a driver contracted to a daily bus route, and/or who may provide training for other drivers, and/or who may contractually perform relief bus driver duties with no set hours and no regularly assigned bus route on a daily basis ~~for four (4) or more hours.~~

24.1.2 A relief bus driver shall report to work based upon the needs of the Transportation Department. A relief bus driver shall receive health and welfare benefits commensurate with the driver's contracted hours. Relief bus drivers shall not be contracted for less than ~~four~~ five ~~eight~~ hours, and at least one ~~(1)~~ of the relief bus driver positions shall be eight (8) hours.

24.1.3 There may be ~~no less than one (1) up to two (2)~~ Delegated Behind The Wheel Trainer.

24.2 Bus Route Bidding Procedures

24.2.1 Bus Route Package. A combination of home-to-school, school-to-home, and/or regularly scheduled mid-day runs. Such packages shall include appropriate amounts of time for bus checkout, breaks, layover time, fueling, documentation and bus clean-up.

24.2.2 Bidding. Prior to the beginning of the school year, the District shall establish bus route packages in such a manner so as to maximize the hours available for bidding while still providing for efficient operations of the Department. The Director ~~of~~ Transportation may modify the actual routes driven at any time during the school year. Such a modification shall not result in a decrease in the number of hours of any regularly scheduled driver, unless the layoff procedures of this collective bargaining agreement are followed. By the beginning of the school year, of each school year, the bus routes shall be bid follows:

24.2.3 Drivers shall bid for bus routes by seniority. Route bids shall normally remain in effect until the next annual bid meeting the following school year. A Special Education route package, including "extended year", shall include the beginning and anticipated ending date with an "opt out" option. The "opt out" option is provided to drivers who elect not to drive the extended year period. In order to provide opportunities for drivers to bid on extended year work, meet training and transitioning activities, bus drivers ~~contract relief drivers~~ exercising the "opt out" option will do so by May 1. Bus drivers ~~contract relief drivers~~ exercising the "opt out" option will be expected to work through the last day of the current contracted work year. Bus drivers ~~contract relief drivers~~ who "opt out" and still wish to drive other routes, will be placed at the bottom of the extended year rotation list.

24.2.4 If as a result of the bidding procedures, a bus driver ~~contract relief driver~~ elects a

route with fewer hours than the previous year, such reduction shall not be treated as a layoff.

24.2.5 In the event a bus route is increased during the school year by ~~forty-five (45) minutes~~two (2) hours or such lesser amount of time to affect employee benefit entitlement that route shall be declared vacant and be posted for bidding. The route shall be posted within ten (10) days after the increase in assigned time. The bidding process shall be completed within five (5) days after posting. If a vacancy occurs during the school year due to a resignation or other reason, the bidding process described above shall be implemented. Vacancies pending the bidding process shall be first covered by the Contract Relief Bus Driver.

This provision applies as long as 50 percent or more of the bus drivers are working 8.0 hours per day. Should the number of bus drivers, including contract relief positions, working 8.0 hours per day fall below 50 percent; the bidding process shall initiate when there is a 45 minute increase in a bus route.

24.3 Extra Work Assignments

24.3.1 Extra work is defined as any work assigned over the contracted number of hours, which may include, activity and field trips, therapy and kindergarten runs and other related duties. All extra work hours shall be added to the log of hours.

24.3.2 Extra work shall be rotated on the list of bus drivers, including contract relief positions who have signed up for extra work. Regular bus drivers/contract relief drivers may sign up for field and/or activity trips prior to the beginning of school and/or prior to the beginning of the second semester. Extra work and field trips and/or activity trip boards will be posted on a weekly basis.

24.3.2.1 Bus drivers and contract relief drivers declining four (4) activities or trips shall be removed from the list. Bus drivers/contract relief drivers who have been removed from the roster may sign-up again either prior to the beginning of the next semester or at the beginning of school.

24.3.2.2 The first rotation through the list, of the current school year, shall be based strictly on seniority.

24.3.2.3 Upon completion of the first full rotation, the list shall be reordered with the bus driver(s)/contract relief driver(s) who received the lowest number of overtime hours being placed at the top of the second rotation list in descending order.

24.3.2.4 After each full rotation, the list shall be reordered and the bus driver/contract relief driver having the lowest cumulative overtime hours shall be placed at the top of the list.

24.3.2.5 On the second and subsequent rotation(s), if two or more bus drivers/contract relief drivers have the same number of overtime hours from the previous rotation(s), the bus driver/contract relief driver with the greatest seniority shall be ranked higher on the list for

that rotation.

24.3.2.6 If a bus driver/contract relief driver refuses a field or activity trip, or an extra work assignment, the number of hours will be added to their log of hours. However, if the bus driver/contract relief driver declines an assignment after receiving less than 24 hours notice, the assignment hours shall not count as a refusal and shall not be added to their log of hours. Canceled trips shall also not be counted.

24.3.2.7 No stand by pay or meal pay shall be provided for extra trips within the District boundaries (weekday and weekend trips included) unless authorized in advance by the Director, of Transportation.

24.3.2.8 Extra work-assignment and field trip records shall be available for driver inspection.

24.3.2.9 Certain extra work assignments may require hazardous and/or long distance driving. These trips may only be assigned to bus drivers/contract relief drivers demonstrating proficiency in the geographic areas (mountain terrain, high population density, etc.) and/or the equipment (type of bus, type of transmission, etc.). Such assignments shall be determined by the Director, of Transportation and/or the Driver Instructor/Trainer and/or Dispatcher/Route Analyst.

24.3.2.10 If a bus driver/contract relief driver is prevented by law from reporting at his/her regularly assigned time, the bus driver/contract relief driver will be paid straight time for the time as if worked.

24.3.2.11 When no bus driver/contract relief driver accepts an offered extra work assignment, the Director, of Transportation shall utilize the ~~relief bus drivers, then the~~ Dispatcher/Route Analyst or Driver Instructor and if unavailable, shall utilize a day-to-day substitute employee to complete the assignment, then may contract with an outside transportation service to complete the assignment. The decision to contract out shall be made by the Director, of Transportation or in his/her absence the Dispatcher/Route Analyst or the Driver Instructor.

24.3.2.12 Every qualified bus driver including contract relief positions, dispatchers and trainers may receive ~~one two~~ (4)2 requests from a site administrator to drive on a field and/or activity trip per school year. A refusal of a requested trip shall not be added to the driver's log.

24.3.2.13 All field and/or activity trip drivers must be able to accommodate the department by driving other routes.

24.4 Transportation Working Conditions

24.4.1 Training. The District will reimburse a bus driver/contract relief driver for the cost of a bus driver certificate. For the original certificate reimbursement will be made upon obtaining permanent status as a District employee. The District will provide training for bus

drivers/contract relief drivers to maintain his/her certificate, and become qualified and demonstrate proficiency.

24.4.2 Reporting Pay

24.4.2.1 When a bus driver/contract relief driver reports to work as scheduled but cannot perform the regular assignment due to bus mechanical malfunction or weather conditions, the bus driver/contract relief driver shall receive regular pay for the day whether or not the bus driver/contract relief driver is assigned alternative work within the unit member's job description for that day. This subsection shall not apply to extra work assignments that are canceled.

24.4.2.2 A bus driver/contract relief driver shall be notified of any trip cancellation at least one (1) hour prior to the time the driver is required to report to the bus yard for the bus. If the bus driver/contract relief driver is not notified and the trip is canceled, the driver shall be paid as follows. For trips scheduled on a day when the bus driver/contract relief driver is regularly scheduled to work which are canceled with less than one (1) hours notice, the bus driver/contract relief driver shall be paid for two (2) hours of time at their regular rate of pay. For trips scheduled on a day when the driver is not regularly scheduled to work which are canceled with less than one (1) hours notice, the driver shall be paid minimum call-in pay as provided for in the Minimum Call-In Time section of the Salary Provisions article.

24.4.2.3 If the non-driving time between regularly scheduled bus runs is thirty (30) minutes or less the driver may be assigned alternative work within the unit member's job description, and the bus driver/contract relief driver shall receive pay for this time at the appropriate rate. This subsection shall not apply to extra work assignments.

24.4.3 Miscellaneous Provisions

24.4.3.1 Bus drivers/contract relief drivers shall be reimbursed for reasonable expenses related to the taking of trips, including bridge tolls and/or parking fees not to exceed limits established in District policies. Fuel cards as needed shall be provided for the bus driver.

24.4.3.2 Bus drivers/contract relief drivers will be paid at their regular rate of pay for hours worked "on the clock" for the first eight (8) hours in any one day; any hours in excess of eight (8) hours worked in any one day shall be paid at the overtime rate (1½ times regular rate of pay).

24.4.3.3 Day-to-day substitute bus drivers serve at the pleasure of the Board, and are not part of the Association bargaining unit.

ARTICLE 26. DISCIPLINARY ACTION

26.1 General Provisions

26.1.1 For purposes of this Article, the term "discipline" includes any action whereby a bargaining unit member is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, and involuntary demotion. The term "discipline" specifically does not include: a layoff for lack of work or lack of funds; directives; and, the implementation of other articles in this Agreement.

26.1.2 The District is committed to principles of fair, reasonable and progressive discipline. Progressive steps to discipline can include but are not limited to: Verbal warnings, written warnings, unsatisfactory evaluations and letters of reprimands. The parties recognize that discipline should be administered based on the seriousness of the offense and more serious offenses (offenses that produce reliable evidence upon which the District believes that the unit member's conduct may constitute a hazard or clear possibility of a hazard to student(s), other unit member(s), or property, or involve dishonest, insubordinate, or gross misconduct.) warrant more serious disciplinary action that may not include progressive procedures that would normally precede the disciplinary action outlined in this article.

26.1.3 Discipline shall be imposed upon permanent bargaining unit members only for just cause, pursuant to this Article or pursuant to pertinent law, or as otherwise necessary as determined by the District. Permanent bargaining unit members shall not have his/her property rights deprived until the District has complied with established due process standards as set forth below. For purposes of this Article, property rights shall mean any discipline which is greater than five (5) days suspension without pay.

26.1.4 Except as otherwise provided for by law, no disciplinary action will be initiated for any cause alleged to have arisen prior to the bargaining unit member becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date the District files the written notice of disciplinary action provided for in section 26.2.1 of this Article.

26.1.5 A bargaining unit member may be placed on Administrative Leave with pay for a reasonable period of time pending investigation.

26.1.6 One or more of the causes set forth below may be grounds for discipline:

26.1.6.1 Incompetency or inefficiency in the performance of duties.

26.1.6.2 Insubordination or willful disobedience.

26.1.6.3 Carelessness or negligence in the performance of duties or in the care of District property, or the misuse of District property.

26.1.6.4 Discourteous treatment, abusive or threatening language, gestures or conduct toward other employees, students or the public.

26.1.6.5 Dishonesty.

26.1.6.6 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon the employees associated with him/her. Bringing intoxicants (alcoholic beverages or controlled substances such as street drugs) on to District property or premises; transporting intoxicants in District vehicles; consuming, buying or selling, offering to buy or offering to sell intoxicants while on the job, or while on District property, premises or in District vehicles; and/or reporting to work under the influence of intoxicants.

26.1.6.7 Persistent [three (3) or more] violations of applicable District rules or policies.

26.1.6.8 Conviction of a felony, conviction of any sex offense or controlled substance offense made relevant by provisions of law, 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 or verdict of guilty, or a conviction following a plea of nolo contendere, deemed to be a conviction for this purpose.

26.1.6.9 Knowingly falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, or any other District records.

26.1.6.10 "No call, no show" (failure to report to work and notify immediate supervisor of absence and reason for absence).

26.1.6.11 Abandonment of position (failure to report to work and notify immediate supervisor of absence and reason for absence for three (3) or more consecutive work days).

26.1.6.12 Advocacy of overthrow of Federal, State or local government by force, violence or other unlawful means.

26.1.6.13 Absenteeism or absence without leave.

26.1.6.14 Violation of District policies addressing discrimination, including prohibited harassment (sexual harassment, racial harassment, etc.) as provided in Article 26 of this Agreement.

26.1.6.15 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's position classification or otherwise necessary for the employee to perform the duties of the position.

26.1.6.16 Refusal to take or subscribe any oath or affirmation which is required by law or Board policy in connection with his/her employment.

26.1.6.17 Improper partisan political activity during duty hours.

26.1.6.18 Any other school-related reason that constitutes a danger to the safety, health, welfare or property of the District, a school, students, other employees, parents of students or school visitors.

26.2 Procedure

26.2.1 Notice of Proposed Disciplinary Action

26.2.1.1 Prior to the disciplinary action being taken, the administrator/supervisor shall serve the employee personally or by certified mail (return receipt requested) with a Notice of Proposed Disciplinary action. The Notice of Proposed Disciplinary action shall contain:

26.2.1.2 A statement of the nature of the proposed disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal) and any and all material upon which the action is based.

26.2.1.3 A statement of the cause or causes for the proposed disciplinary action, as set forth above.

26.2.1.4 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

26.2.1.5 A statement giving the employee at least seven (7) calendar days in which to arrange a Skelly hearing and/or furnish written information concerning the charges to the Superintendent or designee (who shall not be the person who initiated the charges or anyone subordinate to that person) who shall be known as the Skelly officer.

26.2.2 Notice of Disciplinary Action

26.2.2.1 The Skelly officer shall provide a written decision as to whether the charges are to be upheld, the recommended discipline reduced, or the charges dropped. A copy of the Skelly officer's written decision shall be sent to the employee and the employee's exclusive representative personally or by certified mail (return receipt requested) with a Notice of Disciplinary action. The Notice shall contain:

26.2.2.2 A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal), including the effective date and any and all material upon which the action is based.

26.2.2.3 A statement of the cause or causes for the disciplinary action, as set forth above.

26.2.2.4 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

26.2.2.5 A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.

26.2.2.6 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

26.2.3 Right to Appeal

26.2.3.1 Not more than seven (7) calendar days after receiving the Notice of Disciplinary Action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by or on behalf of the employee shall constitute a sufficient Notice of Appeal. A Notice of Appeal may be mailed to the Office of the Superintendent or designee, but must be received or postmarked not later than the time limit specified herein.

26.2.3.2 If the employee fails to file a Notice of Appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal and the Board may act on the recommendation as submitted.

26.2.4 Amended/Supplemental Charges

26.2.4.1 At any time before an employee's appeal is finally submitted to the Board or to an ~~administrative law judge~~ **hearing officer** for a decision, the complainant may serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action.

26.2.4.2 If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

26.2.5 Hearing Procedures

26.2.5.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the ~~administrative law judge~~ **hearing officer** and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the ~~administrative law judge~~ **hearing officer**. Neither the Board nor the hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

26.2.5.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) selected by the parties alternately striking names from a list of at least five (5) arbitrators provided by the State Mediation and Conciliation Service.

26.2.5.3 The hearing officer shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten (10) days after the proposed decision is filed by the Board. The Board may:

- (a) Adopt the proposed decision in its entirety.
- (b) Reduce the disciplinary action set forth in the proposed decision and adopt the balance of the proposed decision.
- (c) Reject a proposed reduction in disciplinary action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
- (d) Reject the proposed decision in its entirety.

26.2.5.4 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another ~~administrative law judge~~ **hearing officer** to take additional evidence. If the case is so assigned to ~~administrative law judge~~ **a hearing officer**, he/she shall prepare a proposed decision, as provided in "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within ten (10) days after the proposed decision is filed by the Board.

26.2.5.5 In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the ~~administrative law judge~~ **hearing officer** may consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

26.2.6 The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. A copy of the decision of the Board shall be delivered to the appellant or his/her designated representative personally or by certified mail (return receipt requested). The decision of the Board shall be final.