

AGREEMENT

BETWEEN

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS' CHAPTER #656

AND

WESTWOOD UNIFIED SCHOOL DISTRICT

JULY 1, 2021 TO JUNE 30, 2024

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## Article 1 RECOGNITION

### 1.1 Agreement

This Agreement is entered into by and between the Westwood Unified School District (hereinafter "District") and the California School Employees Association and its' Chapter #656 (hereinafter "CSEA" or "Association"), pursuant to Government Code section 3540 et seq.

### 1.2 Term of Agreement

The term of this Agreement is July 1, 2021, through June 30, 2024.

### 1.3 Acknowledgement

District confirms its recognition of the Association as the exclusive representative for the following unit of classified employees.

The unit includes: all classified employees except as noted below.

The unit excludes: all certificated, management, confidential and supervisory employees.

### 1.4 Organizational Security

1.4.1 It is the mutual intent of the parties that the provisions of this article protect the rights of bargaining unit members without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

1.4.2 Except as expressly exempted herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.

1.4.3 Bargaining unit members shall maintain membership in good standing in CSEA, pay service fees directly to CSEA or, if a religious exemption is granted, make equivalent payments to charity in lieu of service fees.

1.4.4 No bargaining unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the bargaining unit member first comes into the bargaining unit.

1.4.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such bargaining unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code:

- 1.4.5.1 Lassen Humane Society
- 1.4.5.2 American Red Cross
- 1.4.5.3 Westwood Chimney Fund

1.4.6 Any bargaining unit member claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the bargaining unit member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

## 1.5 DUES AND SERVICE FEE DEDUCTIONS

1.5.1 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for employees in the bargaining unit.

The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all bargaining unit members who have submitted payroll deduction authorization forms to the District. Such authorization shall remain in effect until expressly revoked in writing by the bargaining unit member.

The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of bargaining unit members whose requests for religious exemption have been approved by CSEA pursuant to this Agreement.

Upon request, the District shall, without charge, furnish CSEA with an alphabetical list of all bargaining unit members, identifying them by name, months per year in paid status and monthly salary, and indicating the amount deducted, if any, and whether such a deduction is for dues, service fees or charitable contributions.

Nothing contained herein shall prohibit a bargaining unit member from paying service fees directly to CSEA.

The District shall immediately notify the CSEA Chapter Treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.

The District shall deduct and pay to CSEA service fees for each bargaining unit member who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the District that the bargaining unit member is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

## 1.6 Indemnification and Hold Harmless Clause

CSEA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court of administrative action challenging the legality of the organizational security provisions of this agreement or implementation thereof. CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

## 1.7 Release time to attend chapter meetings

As the exclusive representative of the classified bargaining unit, CSEA shall have a regularly scheduled monthly meeting. Unit members shall be given one (1) hour of release time per month to attend. Unit members shall give advanced notice to their supervisors. Every effort will be made to allow for participation by unit members unless unusual circumstances arise.

## 1.8 New Employee Orientation

The new employee orientation packet will include a C.S.E.A. application, a current copy of the collective bargaining agreement and an introduction to the Chapter President. Within ten (10) working days of employment of a new employee, the District will notify the Chapter President of the following relevant facts;

Name of employee

Position classification

Salary schedule range and step placement

Worksite and department

Date of hire

## Article 2 DEFINITIONS

2.1 **Member of the immediate family** - The spouse/domestic partner, mother, father, son, daughter, grandmother, grandfather, grandchildren, aunt, uncle, niece, or nephew of the unit member or of the spouse/domestic partner of the unit member and son-in-law, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative living in the immediate household of the unit member.

2.2 **Regular Employees** - Employees who work eight (8) hours per day, 40 hours per week, 12 months per year and who are paid on a monthly basis.

2.3 **School Year Employees** - Employees who normally work on those days when school is in session. These employees may be employed on a part-time or full-time basis and may be paid on either an hourly basis or a monthly basis.

2.4 **Part-Time Employees** - Persons employed for less than a full eight (8) -hour day in a full 40-hour week. Regularly employed part-time employees shall be entitled to pro-rata statutory benefits as provided for full-time employees (e.g., vacation leave and sick leave).

### **Article 3 EMPLOYMENT PROCEDURES**

3.1 New positions and vacancies in the bargaining unit shall be advertised by posting on bulletin boards in prominent locations at each job site.

3.2 **Resignation procedure** - An employee who plans to resign or retire from employment should submit his/her resignation to the Superintendent at least two (2) weeks prior to the last day of employment. The Superintendent is authorized to accept resignations on behalf of the District and to fix the time when the resignation shall take effect which, except as provided below, shall not be later than the close of the school year (June 30) during which the resignation is received by the Superintendent. Notwithstanding the above, the employee and the Superintendent may agree that a resignation will be accepted at a mutually agreed upon date not later than two (2) years beyond the close of the school year during which the resignation is received by the Superintendent.

### **Article 4 CLASSIFICATION AND ASSIGNMENT PROCEDURES**

4.1 **Probationary Period** - Each new unit member shall be placed on the salary schedule in the range corresponding to the classification for which he/she is hired and for the first twelve (12) months of employment shall be in a probationary status.

4.2 **Permanent Status** - An employee shall achieve permanent status upon successful completion of the probationary period.

4.3 **Notice of job assignment and duties** - Upon initial employment and upon each change of classification thereafter, each employee shall be furnished with two (2) copies of his/her class specification, wages data, assignment or work location, together with duty hours and prescribed workweek. The wages data shall include the annual, monthly, or pay period, daily, hourly, overtime and differential rate of compensation, whichever are applicable. The employee shall retain one (1) copy and the other copy shall be signed and dated by the employee and returned to his/her supervisor.

4.4 **Temporary Change of Classification** - An employee may be temporarily assigned the duties and responsibilities of a higher or lower classification, but in no case may such a change be in effect more than five (5) days in a fifteen (15) day period without an appropriate change in salary. Current employees who work less than eight (8) hours per day and/or less than forty (40) hours per week and are asked to substitute will be paid in the class of the employee for which they are substituting. Step placement shall be the same as the substitute's current step.

4.5 All classified substitutes will be paid at the Step 1 rate in the class of the employee for which they are substituting.

4.6 To provide a more competitive pay schedule, the WUSD Superintendent may allow up to five (5) years of related experience to new classified employees. Current employees who are lower than Step 6 on the pay schedule will have their placement reviewed to determine if they should have a higher placement. Any changes will not be retroactive and will start as of the approved date of the M.O.U. dated March 17, 2015. Current employees above Step 6 on the pay schedule will not be affected by this change.

## **Article 5 TRANSFER, REASSIGNMENT, AND PROMOTION**

5.1 **Reassignment** - Any employee may be moved from his/her position to another position at the same work site in the same class or a class requiring comparable qualifications and in the same wages range by action of the Superintendent.

5.2 **Promotion** - An employee who is promoted to a position in a different class at a higher wages range shall be placed at the step directly vertical from the current placement. If move is at the time of the year when normal step movement in the wages range would occur, then the employee shall be placed at one (1) step higher (if not already at the highest step).



## Article 6 LAYOFFS AND REEMPLOYMENT

6.1 Employees are subject to layoff for lack of work or lack of funds. Whenever an employee is laid off, the order of layoff shall be determined by length of service (hire date) in that classification plus higher classes. The employee who has been employed the shortest time shall be laid off first. Reemployment shall be in reverse order.

6.2 When lack of work, lack of funds, or departmental reorganization causes layoff or change in status to any permanent employee, he/she shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants.

6.3 When a layoff occurs, affected regular employees shall be given written notification of layoff not less than 60 calendar days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

6.4 **Bumping Rights** - Bargaining unit employees whose positions have been eliminated or reduced may first exercise bumping rights within the bargaining unit in their current classification. If the employee is not able to retain their full daily hours by bumping into their current classification, the employee may exercise bumping rights into a previously held classification, dependent on seniority in that classification plus higher classes, providing they meet the minimum qualifications.

## Article 7 LEAVES

### 7.1 Absence Notification

7.1.1 In the event of an emergency, if an employee is unable to report for work, he/she shall notify his/her supervisor, principal, school secretary, or the Superintendent as soon as it is determined that he/she is unable to perform his/her duties.

7.1.2 Absences and the reason for each period of absence should be indicated on the employee time card.

## 7.2 Sick Leave

7.2.1 Each employee shall be entitled to leave of absence without loss of pay for illness or injury on the basis of one (1) day for each month of employment; or if employed for less than eight (8) hours per day, then a proportionate amount of time.

7.2.2 New employees shall be eligible for six (6) days sick leave at the time of their employment and an additional six (6) days with the start of the seventh month. Sick leave for permanent employees shall be posted July 1 for the upcoming year so that the 12 days allotted for full-time employees shall be available to them at the beginning of the fiscal year.

7.2.3 Time spent off the job for medical and dental appointments will be deducted from accumulated sick leave time.

7.2.4 A regular employee shall, once a year, be credited with a total of 100 working days of paid sick leave, including days to which the employee is entitled to in 7.2.1, 7.2.2, and 7.2.3, above. Such days of paid sick leave in addition to those required by 7.2.1, 7.2.2, and 7.2.3, above, shall be compensated at 50% of the employee's regular pay. The paid sick leave under this section 7.2.4 shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

## 7.3 Bereavement Leave

7.3.1 Unit members shall be entitled to three (3) days of paid leave or five (5) days of paid leave if travel over 150 miles one way is required, for the death of any immediate family member.

7.3.2 "Member of the immediate family" shall mean spouse/domestic partner, mother, father, son, daughter, grandmother, grandfather, grandchildren, aunt, uncle, niece, or nephew of the unit member or of the spouse/domestic partner of the unit member and son-in-law, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative living in the immediate household of the unit member.

#### 7.4 Personal Necessity Leave

Any days of absence for illness or injury earned pursuant to 7.2, above, may be used in cases of personal necessity including any of the following:

7.4.1 Death of a member of his/her immediate family when additional leave is required beyond that provided in bereavement leave.

7.4.2 Accident involving his/her person or property or the person or property of his/her immediate family.

7.4.3 Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

7.4.4 Any other personal emergencies which, in the opinion of the Superintendent, require immediate and personal attention of the employee.

7.4.5 No such accumulated sick leave in excess of seven (7) days may be used in any school year for the purpose enumerated in this section.

7.5 Personal Leave - One (1) day each year may be used from sick leave for any reason the employee finds it necessary to be absent from work. Two (2) days of leave may also be taken each year without deduction to sick leave for any reason. These days will be commonly referred to as a "Free Day". These days may not accumulate from year to year and must be used prior to June 30.

#### 7.6 Pregnancy Leave

7.6.1 The Board shall provide for a leave of absence from duty for a classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which it is terminated, will be determined by the Unit Member and the Unit Member's physician.

## 7.6.2 Parental Leave

The District will meet requirements of Educational Code 45196.1. During each school year, a classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. An employee that has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave. The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period. Notwithstanding subdivision (a) of Section 12945.2 of the Government Code, a classified employee is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section. For purposes of this section, "parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

## 7.7 Jury Duty

7.7.1 Employees of the District shall be granted leave for the purpose of serving on a jury when such service is required by law.

7.7.2 Upon receiving notice to serve on jury duty, the employee shall report this information to his/her principal or superintendent.

7.7.3 When an employee is granted leave for jury duty, he/she shall be paid in the amount of the difference between the employee's regular earnings and any amount he/she receives as a juror's fee. In practice, each employee will endorse his/her juror's fees to the District and receive his/her regular salary.

7.8 **Military Leave** - An employee granted a military leave of absence shall retain all rights and privileges earned and as granted by law.

7.9 **Vacation**

7.9.1 Full-time regular employees shall be entitled to 1.25 earned vacation days per month of employment from the first (1<sup>st</sup>) to the fifth (5<sup>th</sup>) year and 1.667 days per month beginning with the sixth (6<sup>th</sup>) year of employment. That is 15 days from the first (1<sup>st</sup>) through the fifth (5<sup>th</sup>) years and 20 days beginning with the sixth (6<sup>th</sup>) year.

7.9.2 An employee must work at least one-half (1/2) the days of the month in order to earn the appropriate vacation credit for that month.

7.9.3 Regular employees working less than a full day shall earn a proportionate share of vacation benefits.

7.9.4 Vacation time will be allowed when school is not in session or at the conclusion of the school year. Time for vacations will be arranged with the Principal or Superintendent.

7.9.5 An employee may, subject to prior approval of the Superintendent, carry over up to 10 days of accrued vacation credit into the next school year. If an employee is not permitted to take his/her full annual 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. If an employee refuses to schedule his/her vacation, the Superintendent may schedule the vacation and require the employee to take it.

## **Article 8 HOLIDAYS**

8.1 **Designated Holidays** - All regular employees Part-time employees, and school year employees shall be granted the following holidays when such holidays occur during the course of their employment and when such days are school holidays for students of the District:

### 8.1.1 Legal Holidays

The following holidays shall be considered legal holidays as set forth in Education Code:

Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Memorial Day, Juneteenth.

When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

### 8.1.2 Local Holidays

Good Friday and the day following Thanksgiving are local holidays for regular classified employees when school is not in session.

8.2 Additional holidays may be granted by the Board of Trustees.

8.3 All All school year employees shall be granted the same paid holidays as regular and part-time classified employees with the exception of Independence Day.

8.4 The classified calendar shall include Thanksgiving Eve Day, Christmas Eve Day and New Year's Eve Day as paid holidays regardless of when they occur.

8.5 **Emergency work on Holidays** - Employees shall be entitled to be off duty on all legal holidays when school is not in session; however, employees assigned to emergency work may be required to remain on duty. When so assigned, such employee shall be paid compensation at the rate of time and one-half (1 1/2) of his/her regular rate of pay in addition to the regular pay received for the holiday or the equivalent time off duty.

8.6 **Classified Calendar** - See Appendix A.

## Article 9 COMPENSATION AND BENEFITS

### 9.1 Rate of Pay

9.1.1 The 2018-2019 classified salary schedule is attached to this Agreement as Appendix C.

9.1.2 **Placement** - Each new employee shall be assigned to a step and range on the wages schedule according to his/her position.

9.1.3 **Advancement** - Advancement to next higher step on the wages schedule for each employee is granted annually on his/her anniversary date until he/she reaches the top step. A common anniversary date shall be established of July 1 or September 1 dependent on whether the employee is a full year or school year employee. If the employee's anniversary date falls anytime between July 1 and June 30 of a given year, then his/her official anniversary shall be on July 1 or September 1 of the school year.

9.1.4 **Shift Differential** - Full-time evening custodians shall be paid a 2.5% differential for hours worked between starting and ending dates of school.

### 9.2 Payroll Procedures

9.2.1 Full-time employees on a monthly wages basis shall be paid monthly for the base monthly wages. Payday shall be the last working day of each month for the regular base monthly wages.

9.2.2 School year employees are paid on the last working day of each month in 10 monthly installments based on the total working hours in the month, plus holidays and earned vacation.

9.2.3 For all part-time hourly employees, the pay period begins with the 11<sup>th</sup> of the month and ends with the 10<sup>th</sup> of the following month, with warrants being issued on the last day of the month in which the pay period ended.

### 9.3 Overtime

9.3.1 For regular full-time employees, authorized hours in excess of eight (8) hours in any one day or 40 hours in one workweek will be overtime work.

9.3.2 All earned overtime shall be compensated at time and one-half (1/2) the regular rate of pay or compensatory time off as allowed by law.

9.3.3 All overtime must be authorized by the building principal or Superintendent unless an unforeseen emergency arises and it is not possible to obtain approval.

#### 9.3.4 Summer work hours

Unit members may work a flexible shift (four (4) ten (10) hour days per week) during the summer when school is not in session upon receiving written approval from the Superintendent or his/her designee. Unit members working a flexible schedule shall be entitled to overtime compensation for working over 40 hours in a week.

### 9.4 **Bus Drivers**

9.4.1 The District shall pay to train new unit members hired to serve as bus drivers. However, if such unit members do not remain employed by the District for at least three (3) calendar years after successfully completing their training, they shall reimburse the District for the cost of the training.

9.4.2 **Extra Trips** - Bus drivers will receive regular pay for all time spent driving or on standby time during the regular working shifts. Regular bus drivers on overtime will be paid time and one-half (1/2) for all driving hours over eight (8) hours per day or 40 hours per week and straight time for hours spent on standby, except for a lunch hour. For eight (8) hours spent on overtime, one hour will be deducted from the standby time unless the bus is parked in a place safe from vandalism. The District will pay bus drivers \$8 for meals on any shift up to eight (8) hours and \$12 for shifts over eight (8) hours. Part-time bus drivers will receive regular bus driver pay for all hours on duty up to 40 hours per week and time and one-half (1 1/2) for all hours over 40 hours per week. Meals will be paid as for regular drivers. District-employed bus drivers/custodians will be paid bus driver scale for all hours they drive the bus.



9.5 **Holiday Pay** - Employees authorized to work on holidays shall be paid the regular rate of pay plus time and one-half (1 1/2) or be given the equivalent in compensatory time off.

9.6 **Compensatory Time Off** - When compensatory time off is authorized by the District in lieu of cash compensation for overtime or holiday work, the time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the District. Compensatory time may be used as allowed by law.

### 9.7 **Deductions for Absences**

9.7.1 Deduction for absence not covered by leave will be made from the warrant following the month in which the absence occurs except for those terminating their employment.

9.7.2 Deductions for part days shall be based on the hourly rate.

### 9.8 **Payroll Deductions**

9.8.1 Deductions shall be made from each month's salary in accordance with the California State Employee's Retirement Act, Federal Income Tax, State Income Tax, and Federal Social Security as provided by law. Other deductions will be made when authorized by the Board and requested by the employee, or as hereafter provided by law.

9.8.2 Each employee is given a breakdown of deductions made from his/her pay on the paycheck stub.

9.9 **Hours for Instructional Aides** - The District maintains discretion to hire new instructional aides at less than four (4) hours. This is new aides beyond the three (3) current six (6) or more hour positions.

9.10 **Loss of Employee Property** - Except where the loss of damage is caused by the negligent or intentional act of the employee, the District shall, at the discretion of the Board of Trustees, compensate employees for loss or damage to personal property occurring in the course of employment. Permission of the supervisor is required for an employee to use the

employee's personal property at the work site, and documentation of its condition by the supervisor shall be required before the property is used at the work site.

9.11 **Health Insurance** - Any classified employee working 6 or more hours shall be eligible to participate in the District's medical, dental; and vision insurance plans and shall receive the maximum contribution. The maximum contribution by the District is the total cost of the CVT 7B plan, which includes medical, dental and vision. The District shall bear the cost of the CVT 7B, dental, and vision insurance plan and any increase of that plan. CSEA shall have the option of requesting a modification in the composition of the CVT 7B, dental and vision plan at any time before open enrollment closes.

9.11.1 All unit members eligible to participate in the district's medical, dental, and vision insurance plans may choose to enroll in a more expensive CVT plan. However, they must pay the difference, which will be automatically deducted from their monthly paycheck. Unit members regularly assigned to work six (6) or more hours per day shall receive the maximum contribution.

9.12 **Life Insurance** - All classified employees shall be granted a \$50,000 flat benefit term life insurance policy at District expense.

9.13 **Part-time Employee Health Benefits** - Part-time unit members who are regularly assigned to work six (6) or more hours per day shall receive the District's maximum contribution for medical insurance. Part-time unit members regularly assigned to work at least five (5) hours per day, but less than six (6) hours per day shall receive three-quarters (3/4) of the District's maximum contribution. Part-time unit members assigned to work at least four (4) hours per day, but less than five (5) hours per day shall receive one-half (1/2) of the district's maximum contribution.

The District shall pay the full cost of vision insurance through VSP and dental insurance through CVT for all eligible part-time unit members.

## Article 10 DISCIPLINE PROCEDURE

10.1 **Termination of Probationary Employment** - At any time prior to the expiration of the probationary period, the Governing Board or the Superintendent may, at its discretion and without cause, dismiss a probationary employee from District employment. A probationary employee shall not be entitled to a hearing.

10.2 **Disciplinary Action Against Permanent Classified Employees** - Permanent employees shall be subject to disciplinary action only for cause. Disciplinary action includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including suspension, demotion, reduction of pay step in class, dismissal, or any reassignment without his/her voluntary consent, except for layoff for lack of work or lack of funds. Reprimands are not disciplinary action under this Article. The Board's determination of the sufficiency of the cause of disciplinary action shall be conclusive.

10.3 **Causes** - In addition to any disqualifying or actionable causes otherwise provided for by statute or by Board policy or administrative regulation of this District, each of the following constitutes cause for disciplinary action against a permanent employee:

10.3.1 Fraud in securing appointment.

10.3.2 Falsifying any information supplied to the school district, including, but not limited to information supplied on application forms, employment records, or any other school district records.

10.3.3 Incompetency.

10.3.4 Inefficiency.

10.3.5 Neglect of duty.

10.3.6 Insubordination.

10.3.7 Dishonesty.

10.3.8 Possession of alcoholic beverages on school district property or while on duty, drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol.

10.3.9 Addiction to the use of controlled substances, or possession of or use of controlled substances while on District property or while on duty.

10.3.10 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, 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 or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.

10.3.11 Absence without leave, including but not limited to abuse of leave rights.

10.3.12 Immoral conduct.

10.3.13 Discourteous, offensive, or abusive conduct toward the public, students, or other employees.

10.3.14 Improper political activity as provided by State law.

10.3.15 Insubordination or willful disobedience, including but not limited to refusal to do assigned work or to take a medical examination required by the District.

10.3.16 Failure to adequately care for and safeguard assigned District material, equipment, or facilities.

10.3.17 Violation of District, Board, or departmental written rule, policy, or procedure, or established practice or procedure.

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

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

10.3.20 Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by law.

10.3.21 Unlawful discrimination against the public, students, or other employees.

10.3.22 Unlawful retaliation against any other District officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.

10.3.23 Offering anything of value or offering any services in exchange for special treatment in connection with the employee's job, 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.

10.3.24 Any other failure of good behavior during or outside of duty hours which is of such nature as to cause discredit to the District or to the employee's employment.

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 cause 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.

**10.4 Initiation and Notification of Charges** - The District Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified employee.

In all cases involving a disciplinary action, the person initiating said action shall file copy of the written recommendation of disciplinary action with the Board (for information only). A copy of the recommendation shall be served

upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

10.4.1 A statement of the nature of the disciplinary action (for example, suspension without pay, demotion, reduction of pay step in class, or dismissal); and

10.4.2 A statement of the cause or causes therefore as set forth above; and

10.4.3 A statement in ordinary and concise language of the acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation; and

10.4.4 A statement of the employee's right to request a hearing, and the manner and the time within which his/her request must be filed; and

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

10.5 **Administrative Leave With Pay** - The Superintendent may place any employee on administrative leave with pay anytime he/she determines it is in the best interest of the District to do so to facilitate an investigation or to await the outcome of a disciplinary process or proceeding.

#### 10.6 **Right to Request a Hearing**

10.6.1 The employee may, within five (5) calendar days after the District serves the recommendation of disciplinary action (described above) on the employee, request a hearing 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 the employee shall constitute a sufficient notice of request for hearing. A request is effectively filed only by delivering the notice to the office of the District Superintendent or designee during normal work hours of that office. A request may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein.

10.6.2 If the employee against whom a recommendation of disciplinary action has been filed fails to file a request for hearing within the time specified in these rules, the employee shall be deemed to have waived his/her right to a hearing, and the Superintendent or his/her designee may order the recommended disciplinary action into effect immediately.

10.7 **Amended/Supplemental Charges** - At any time before an employee's case is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action.

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

#### 10.8 **Hearing Procedures**

10.8.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified at least ten (10) calendar days in advance of the time, date, and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel or an individual of their own choice and, if demand is made therefore when the Board is hearing the appeal, a public hearing. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing at Section 11500 of the Government Code shall not be applicable to any such hearing before the Board or a hearing officer.

The Board or a hearing officer will limit or exclude evidence or testimony which is not relevant or material to the issue. Technical rules of evidence shall not apply to such hearing, but evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.

Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

10.8.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) appointed by the Board except in those cases where the Board determines to hear the matter. In any case in which the Board hears the matter, the Board may utilize the services of a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the matter is heard by the Board, it shall affirm, modify, or revoke the recommended disciplinary action.

10.8.3 If the matter is heard by a hearing officer, he/she shall prepare a proposed decision in such form that it may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be furnished to each party within seven (7) days after the proposed decision is received by the Board. The Board may:

10.8.3.1 Adopt the proposed decision in its entirety.

10.8.3.2 Reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.

10.8.3.3 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.

10.8.3.4 In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or the hearing officer may consider the records of any prior disciplinary action proceedings against the employee in which a disciplinary action was ultimately sustained and also any records contained in the employee's personnel file if such records were introduced into evidence at the hearing.

10.9 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 be stated in the language of the pleadings or reference thereto.

10.10 **Hearing Decision** - The decision of the Board shall be delivered to the complainant from whose recommendation the request for hearing occurred and shall be enforced and followed by him/her. A copy of the



decision shall be delivered to the appellant or his/her designated representative personally or by certified mail. The decision of the Board shall be final.

## 10.11 Miscellaneous

10.11.1 Allegations of error in procedure in implementing disciplinary action shall be submitted by the employee to the hearing officer or the Board hearing the matter for review and determination; the grievance procedure in the collective bargaining agreement shall not be applicable to such allegations. The charges, contents, and decisions made in implementing and making final determinations regarding disciplinary action are also not grievable.

10.11.2 Compulsory Leave of Absence - Whenever an employee is charged in a court of law with a mandatory leave of absence offense (sex or drug) as defined in subdivision (a) of Education Code Section 44940, the Superintendent or designee shall immediately place the employee upon a compulsory leave of absence for a period of time extending not more than ten (10) days after the date of entry of judgment in the proceedings. [This provision shall not prevent the District, as an alternative, from initiating disciplinary action pursuant to its regular disciplinary action procedure.]

10.11.2.1 Any employee placed on compulsory leave of absence shall continue to be paid his/her regular salary during the period of his/her compulsory leave of absence if and during that time he/she furnishes to the District a suitable bond, or other security acceptable to the Board, as a guarantee that the employee will repay to the District the amount of salary so paid to him/her during the period of compulsory leave of absence in case the employee is convicted of the charges, or fails or refuses to return to service following an acquittal of the offense or dismissal of the charges. If the employee is acquitted of the offense or the charges against the employee are dismissed, the District shall reimburse the employee for the cost of the bond upon his/her return to service in the District.

10.11.2.2 If the employee does not elect to furnish bond, or other security acceptable to the Board, and if the employee is acquitted of the offense, or the charges against him/her are dismissed, the District shall pay to the employee his/her full compensation for the period of the compulsory leave of absence upon his/her return to service in the District.

10.11.2.3 The Board may extend an employee's compulsory leave of absence by giving him/her notice, within ten (10) days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of extended compulsory leave shall be made as described in the preceding section.

10.11.2.4 The District reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed nor compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

10.11.3 **Compulsory Dismissal** - The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code Section 44010 or any controlled substance offense as defined in Education Code Section 44011. If, however, any such conviction is reversed and the person is acquitted or charges dismissed, the employee may be reemployed by the District, although reemployment is not a guarantee.

10.11.4 The provisions of this Article 10 are not subject to the contract grievance procedure.

## **Article 11 PERSONNEL FILES**

11.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

## **Article 12 WORKER'S COMPENSATION INSURANCE**

12.1 Under state law, all employees are covered by Worker's Compensation Insurance for any injury or illness arising out of and in the course of employment. It is the responsibility of the employee to report any injury to his/her supervisor who will send a report to the District office within 24 hours of the accident.

12.2 Except as provided below, an employee who is entitled to temporary disability benefits due to injuries sustained while working will be paid at his/her full salary rate by the District for the first 60 working days of his/her disability. The employee must return to the District the full amount of his/her compensation checks. After the first 60 working days, if the employee chooses to remain on the payroll, the District will continue to pay the difference between his/her current salary and his/her compensation check deducting the difference from his/her accumulated sick leave, and earned vacation time until all such time is exhausted. This section shall apply only to regular employees who have continuously served the District for a period of at least two (2) years immediately prior to the Worker's Compensation illness or injury.

12.3 An employee retains priority to return to his/her same or a similar job for 39 months after being released from work following an on-the-job injury.

12.4 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

12.5 None of the above shall be in conflict with Education Code §45192.

### **Article 13 RETIREMENT**

13.1 All regular qualified employees hired since July 1, 1960 participate in the State of California Public Employees Retirement System (PERS) in conjunction with the Federal Government Social Security Program.

#### **13.2 Social Security - (OASDI)**

13.2.1 Social Security deductions are based on a percentage of the gross yearly wages as set by the Federal Government and matched by the District.

13.2.2 Information pertinent to Social Security can be obtained only through application to the Social Security Administration.

13.3 **Retirement Medical Benefits** - Commencing with unit members who retire on or after March 1, 2010 and were hired prior to June 30, 2018, the following benefit will apply:

13.3.1 Retiring unit members who meet the following criteria shall receive District-paid medical benefits.

13.3.1.1 Unit members must have been in continuous employment with the District for a ten (10) year period immediately prior to retirement.

13.3.1.2 Unit members must have been receiving a full District-paid medical package for at least the last five (5) of those ten (10) years.

13.3.1.3 Eligibility begins at age 62 and ends at age 65.

13.3.1.4 There must be a savings or no cost to the District of implementing this benefit for any individual unit member (fundamentally, but not limited to the cost savings between the retiring employee and a new hire employee), in order to cover the cost of the medical premiums for the retiring employees. Any additional cost shall be borne by the retirees.

13.4 The District will pay the medical benefit package carried by the District for its regular employees (less life insurance) for those employees who meet the eligibility requirements and other requirements as outlined above.

13.5 The District will make available to retired employees a Medicare supplement policy at the District rate and paid for by the employee.

## **Article 14 GRIEVANCE PROCEDURE**

### **14.1 Definitions**

14.1.1 **Grievance** - A "grievance" means a claim by a grievant that there has been a violation of one or more specific specified provisions of this collective bargaining agreement that has adversely affected the grievant.

14.1.2 **Grievant** - A "grievant" means one or more bargaining unit employees or the Association who singularly or jointly allege a violation of a specified provision or provisions of this collective bargaining agreement which adversely affects the employee(s).

14.1.3 **Days** - "Days" means days the District Office is open for business, unless otherwise specified herein.

### **14.2 Time Limits**

14.2.1 Failure of the grievant(s) to comply with the time limits set forth herein shall mean default by failing to conform, and no further action shall be taken. Failure of the administration to meet a deadline will permit the grievant to appeal to the next higher level. The parties may mutually agree in writing to extend a deadline.

### **14.3 Grievance Process**

14.3.1 Before filing a formal grievance, the employee shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

14.3.2 If the informal conference does not satisfy the employee, the employee shall present his/her grievance in writing to the immediate supervisor within twenty (20) days from the day when the violation occurred. The employee's written statement of the grievance shall contain the following:

14.3.2.1 A clear concise statement of the nature of the grievance.

14.3.2.2 The specific article and section of the Agreement that was violated and a description of how the article and section were violated.

14.3.2.3 A recitation of the decision rendered at the informal conference by the immediate supervisor.

14.3.2.4 The specific remedy that is being sought by the grievant.

A personal conference on the part of either party may be sought. The immediate supervisor shall submit his/her decision in writing within ten (10) days after receiving the grievance.

14.3.3 In the event the grievant is not satisfied with the decision of his/her immediate supervisor, he/she may appeal the decision to the Superintendent within ten (10) days after the immediate supervisor's response. The appeal to the Superintendent shall be submitted in writing. A copy of the original grievance as well as a copy of the written decision of the grievant's immediate supervisor shall be attached to the appeal. The Superintendent shall respond with his/her written decision within fifteen (15) days after receiving the written appeal.

14.3.4 If the grievant is not satisfied with the Superintendent's decision, he/she may appeal to the Board. The appeal shall be submitted in writing. A copy of the written decision of both the immediate supervisor and the Superintendent shall be attached to the appeal. The appeal shall be submitted within ten (10) days after receiving the Superintendent's written decision. Further, the appeal may be submitted to the President of the Board of Trustees with a copy to the Superintendent not less than seven (7) days prior to the next regular meeting of the Board of Trustees so as to

provide the Superintendent with ample time to include the appeal in the published agenda of the Board's regular meeting.

14.3.5 The Board of Trustees will render a written decision to the grievant within thirty (30) calendar days after the grievant's appeal from the Superintendent's decision is filed with the Board.

14.3.6 No reprisals of any kind will be taken by the Association or by any member or representative of the Association against any immediate supervisor, Superintendent, Board of Trustees or any member of the Board of Trustees because of any adverse decision rendered by these parties as a result of grievance procedures.

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board of Trustees against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## **Article 15 ASSOCIATION RIGHTS**

15.1 **Correspondence** - All correspondence and inquiries from employee organizations shall be directed first to the Superintendent or the Board's designated representative to provide proper communications.

15.2 **School Facilities** - School facilities may be used for meetings of the Association, provided the use of facilities has been cleared with the building administrator.

15.3 **Meetings** - Regular meetings of the Association will be scheduled at a time when the majority of employees are off duty.

15.4 **Employees on Duty** - Employees on duty during the scheduled Association meeting may participate in the one (1) hour meeting provided advanced notice is given to their supervisors.

15.5 **Information** - The Superintendent shall, upon request, share non-confidential information which may be helpful in connection with the review of problems or policy changes which the Board may have under consideration.

15.6 The Superintendent shall, upon request, furnish to each president or secretary of the Association the following information:

15.6.1 A copy of the Unaudited Actuals for the ensuring year at the time the budget is under consideration by the Board and the official budget when adopted.

15.6.2 Salary proposals for employees for the ensuring year as soon as such copies are available for Board consideration.

15.6.3 Proposed amendments of or additions to Board policies and administrative regulations affecting employer-employee relations.

15.6.4 Other non-confidential information pertaining to employment conditions or employer-employee relations as requested for valid reasons by the Association.

## **Article 16 EDUCATIONAL INCENTIVE PLAN**

16.1 The District's Board of Trustees will provide the following incentive for regular employees so that they may upgrade their skills and performance in order to qualify for promotion and in order to be of more value to the District.

16.2 Personnel who have reached Step 7 on the wages schedule will receive a \$100 stipend for each pre-approved semester unit earned (up to four (4) per year) or for successful completion of 12 hours of pre-approved workshops, in-service participation, seminars, or conferences attended on their own time related to their current position or any other unit position in which the employee is interested. All units and/or credit must be approved by the Superintendent in advance.

16.3 An appeal process will be available through the Association representative to the Board of Trustees if the employee wishes to appeal a denial of units by the Superintendent. The decision of the Board shall be final.



## **Article 17 CONTRACT TERMS AND RE-OPENERS**

17.1 The Association agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meeting and negotiation according to the EERA and state law. This Agreement constitutes the full and complete understanding of the parties.

17.2 The term of the Agreement shall be from July 1, 2021 through and including June 30, 2024, and thereafter shall continue in effect until the parties enter into a new agreement.

### **17.3 Reopeners**

17.3.1 For the 2021-22 school year, either party may re-open negotiations on compensation, benefits and two (2) articles of the Agreement by giving written notice to the other party by October 1, 2021.

17.3.2 For the 2022-23 school year, it is agreed that Work Group Salary Schedules A-D (Appendix C) will all be adjusted to accommodate the increase in minimum wage. Either party may re-open negotiations on compensation, benefits and two (2) articles of the Agreement by giving written notice to the other party no later than March 15, 2022.

17.4 **Successor Agreement Negotiations** The parties shall exchange successor agreement proposals no earlier than January 8, 2024, and no later than March 4, 2024.

17.5 If another bargaining unit receives a salary or benefit increase higher than the settlement with CSEA, both parties agree to re-open and negotiate wages and benefits.

## **Article 18 CONTRACTING OUT AND BARGAINING UNIT WORK**

**Restriction on Contracting Out.** During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable by employees in the bargaining

unit covered by this Agreement, unless contracting is specifically required by the Education Code.

### STAFFING CHANGES

- Position of school secretary/registrar at Westwood Unified School District will have a calendared work year of 205 days. The position will be paid for vacation days and holidays in addition to the 205 working days. The 205 working days will be calendared in coordination with the school principal. Flexibility will be allowed to calendar a portion of the 205 work days between July 1 - July 30 to substitute for workdays in June and August, with no more than eight (8) days being worked in July. The 4<sup>th</sup> of July Holiday will be included within the holiday calculation.
- Position of school secretary at Westwood Unified School District will have a calendared work year of 205 days. The position will be paid for vacation days and holidays in addition to the 205 working days. The 205 working days will be calendared in coordination with the school principal. Flexibility will be allowed to calendar a portion of the 205 work days between July 1 - July 30 to substitute for workdays in June and August, with no more than eight (8) days being worked in July. The 4<sup>th</sup> of July Holiday will be included within the holiday calculation.

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #656

WESTWOOD UNIFIED  
SCHOOL DISTRICT

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Superintendent

Date \_\_\_\_\_

Date \_\_\_\_\_

Board Approved: 06/16/21

Updated: 08/17/2022