

UNIT MEMBER CONTRACT

between the

WHEATLAND ELEMENTARY SCHOOL DISTRICT

and the

**WHEATLAND ELEMENTARY SCHOOL SECRETARIES
(WESS)**

July 1, 2020 – June 30, 2023

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PREAMBLE

This agreement is made and entered into this 1st day of July 2017, by and between the Wheatland School District, hereinafter referred to as the District, and the Wheatland Elementary School Secretaries or its successors, hereinafter referred to as WESS.

The purpose of this Agreement is to promote the improvement of personnel-management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE I RECOGNITION

- 1.1 Acknowledgment: The District hereby acknowledges that WESS is the exclusive bargaining representative for all unit members holding the positions of Administrative Assistant and Office Secretary.

ARTICLE II EMPLOYEE RIGHTS

- 2.1 Personnel Files:

2.1.1 A personnel file for each employee shall be maintained at the District's central administrative office.

2.1.2 An employee shall have the right at any reasonable time to examine 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. The employee shall have the right to review any derogatory material placed in his/her personnel file.

2.1.3 All personnel files shall be kept in confidence and shall be available for inspection to other employees of the District only when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

- 2.2 Probationary Period: The probationary period for members of the bargaining unit shall not exceed twelve (12) months.

- 2.3 Evaluation:

The following guidelines are to assist the principal or supervisor to evaluate the employee's performance and to provide an opportunity to discuss the employee's effectiveness in a positive two-way communication.

- 2.3.1 Procedures for evaluation of unit members: Evaluations for all regular and probationary unit members shall be made at a specified time during the work year.

The evaluations shall be reported to the Superintendent on appropriate forms and placed in the employee's personnel file.

- 2.3.1.1 The evaluation report for all probationary employees shall be submitted within sixty (60) days of the employment date and again at the conclusion of the fifth (5th) month. Employees must review and sign their evaluation forms before they are submitted to the Superintendent or designee by the principal or supervisor.
- 2.3.1.2 The evaluation report for all permanent employees shall be submitted between January 1 and April 30 of each fiscal year. Permanent employees must review and sign their evaluation forms before they are submitted to the Superintendent by the principal or supervisor. An unsatisfactory evaluation may be followed by a subsequent evaluation within sixty (60) days.
- 2.3.1.3 The evaluation report must be prepared by the person having overall responsibility for the direction of the employee. Evaluations shall be based upon the direct observation and knowledge of the evaluator. However, where desirable, the evaluator may request input of other staff members directly associated with the employee. Areas where "needs improvement" or "unsatisfactory" are checked must be accompanied with a written comment by the evaluator.
- 2.3.1.4 No evaluation of any employee shall be placed in any personnel file without an opportunity being given for discussion between the employee and the evaluator. 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 derogatory evaluation.

ARTICLE III HOURS AND OVERTIME

- 3.1 Each secretarial position shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year.
- 3.2 Workweek: The workweek shall vary in accordance with the employee's assignments as determined by the District. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 3.6.
- 3.3 Workday: The length of the workday shall be designated by the District for each classified assignment.
- 3.4 Rest Periods:
 - 3.4.1 All employees shall be granted rest periods which, insofar as practicable, shall be

in the middle of each work period at the rate of fifteen (15) minutes per three and three quarters (3 3/4) hours worked or a major fraction thereof.

- 3.4.2 Fifteen (15) minute rest periods shall be established by the employee's immediate supervisor(s).
- 3.4.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 3.5 Voting Time Off: If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.
- 3.6 Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1 ½) the regular rate of pay. Overtime is defined to include any time worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week.
 - 3.6.1 All hours worked on holidays designated by this agreement shall be compensated at two and one-half (2 ½) times the regular rate of pay.
- 3.7 Compensatory Time Off: Employees who are officially authorized to work overtime are paid according to the District policy governing such payments. Except as regulated by federal and state law, employees may elect to have compensatory time off to compensate for overtime. Compensatory time off cannot be accumulated for more than forty (40) hours. The compensatory time off may be used only with the prior approval of the employee's supervisor and must be used within twelve (12) months.
- 3.8 Minimum Call in Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours at the appropriate rate of pay under this Agreement.
- 3.9 Call Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

ARTICLE IV PAY AND ALLOWANCES

- 4.1 Regular Rate of Pay: The regular rate of pay for each position shall be in accordance with the rates established for each class.
- 4.2 Paychecks: All regular paychecks of employees shall be itemized to include all deductions. This itemization requirement shall be subject to any limitations imposed by

the District's payroll processing agency.

- 4.3 Frequency: Once Monthly: All employees shall be paid in accordance with District policy.
- 4.4 Payroll Errors: If monies were paid to an employee in excess of the appropriate amount due the employee, the employee is liable and responsible for repayment of the monies owed to the District. The employee shall bring the overpayment to the attention of the District Payroll Clerk as soon as it is discovered by the employee. When the District discovers the error, the Payroll Clerk shall notify the employee in writing of the amount and nature of the overpayment. Following a meeting between the employee and the payroll secretary, overpayments shall be deducted from future salary warrants due the employee. Any one deduction shall not exceed 20% of the net amount of an employee's monthly paycheck. If the employee is less than a twelve-month (full-time) employee, then the full amount of the overpayment shall be deducted from the employee's salary warrants prior to the end of the fiscal year.
- 4.5 Mileage: Any employee required by his/her immediate supervisor to use his/her vehicle on District business shall be reimbursed at the rate established by District Travel and Conference Policy for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.
- 4.6 The salary schedule and salary classifications for 2017/18, 2018/19, 2019/20 fiscal years are attached as Appendix A.
- 4.7 PERS "Pickup": The purpose of this Section 4.7 is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the District on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2), contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee. Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.
 - 4.7.1 Definitions: Unless the context otherwise requires, the definitions in this Section govern the construction of this Section.
 - 4.7.1.1 "Employees." Term "employees" shall mean those employees in the bargaining unit who make contributions to PERS retirement system.

4.7.1.2 "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

4.7.1.3 "Employer." The term "employer" shall mean the District.

4.7.1.4 "Gross Income." The term "gross income" shall mean the total compensation paid to employees in the bargaining unit by the District as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

4.7.1.5 "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the District under the provisions of the Public Employee's Retirement Law.

4.7.1.6 "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

4.7.2 Pick Up of Employee Contributions

4.7.2.1 Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

4.7.2.2 Employee contributions made under paragraph 4.7.2.1 of this Section shall be paid from the same source of funds as used in paying the wages to affected employees.

4.7.2.3 Employee contributions made by the employer under paragraph 4.7.2.1 of this Section shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Article.

4.7.2.4 The employee does not have the option to receive the employer contributed amounts paid pursuant to the agreement directly instead of having them paid to the retirement system.

4.7.3 Wage Adjustment

Notwithstanding any provisions in existing pay agreements, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

4.7.4 Limitation to Operability and Liability

This Section shall be operative only as long as the District pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code and so long as no administrative cost is assessed to the District by the county office of education to cover costs of implementing this procedure. In addition, should any liability for employee contributions by the employer ever be assessed against the District by the Internal Revenue Service, WESS, and each employee to whom such an assessment would be related agree to defend and hold the District harmless for any such liability.

- 4.8 New Employee Step Placement: For placement on the salary schedule like experience in the public schools will be credited on a year for year basis at District discretion.

ARTICLE V EMPLOYEE BENEFITS

- 5.1 Active Employees: The District shall make eligible for each unit member the opportunity to purchase health and welfare benefits in accordance with Appendix B.
- 5.2 Retired Employees: The District shall provide each unit member who retires during the term of this Agreement the opportunity to purchase health and welfare benefits in accordance with Appendix C.

ARTICLE VI HOLIDAYS

- 6.1 Scheduled Holidays:
- 6.1.1 New Year's Day
- 6.1.2 Martin Luther King, Jr.'s Birthday
- 6.1.3 Lincoln's Birthday - The District may obtain such waiver for a replacement day as it deems appropriate.
- 6.1.4 Washington's Birthday
- 6.1.5 Memorial Day - last Monday in May

- 6.1.6 Labor Day - first Monday in September
 - 6.1.7 Admission Day - The in-lieu holiday for Admission Day will be the Wednesday before Thanksgiving
 - 6.1.8 Veterans' Day
 - 6.1.9 Thanksgiving - fourth Thursday and the following Friday in November
 - 6.1.11 the last workday before Christmas
 - 6.1.12 Christmas Day
 - 6.1.13 If December 25 falls on a Saturday, the preceding Friday, December 24, shall be observed as the holiday, and the preceding Thursday, December 23, as an additional holiday. If December 25 falls on a Sunday, the following Monday, December 26, shall be observed as the holiday, and the following Tuesday, December 27, as an additional holiday. .
- 6.2 Any day declared by the President of the United States, or the Governor of this State, for a public fast, or holiday in accordance with Education Code section 37220, Subdivision (b) and (c), or any other day declared a holiday by the District's Governing Board in accordance with Education Code section 37220 (a) (13) shall be a paid holiday for unit members.
- 6.3 Holiday Eligibility: An employee must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 6.3.1 Employees a part of the classified service who are not normally assigned to duty during the school holidays shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
 - 6.3.2 Any Holiday that occurs while an employee is working an alternative schedule, the employee shall receive the holiday paid at a day for a day rate (Example: If the employee is scheduled to work 4/10's and they would have worked a 10-hour day then the employee shall receive 10 hours of pay for the holiday)
- 6.4 Holidays on Saturday or Sunday:
- 6.4.1 Notwithstanding Section 6.1.13 above, when a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a

holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

- 6.4.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

ARTICLE VII VACATION PLAN

- 7.1 Any employee who is employed full-time is allowed working days of vacation according to the schedule below:
- 7.1.1 If an employee works less than a full year, his vacation is prorated on the basis of the time worked.
 - 7.1.2 Employees earning vacation time from August 1 to June 30 must take the earned vacation time prior to September 1 of the succeeding school year. The District may require vacation time to be taken off and may schedule same, though the employee's wishes will be considered. Any accrued vacation time not taken off by September 1 shall be paid for by the District and deleted from the records.
 - 7.1.3 If a holiday falls within an employee's vacation period, it shall not be charged against the employee's vacation time.
 - 7.1.4 Vacation time will accrue on the following schedule for an eleven-month employee:
 - Starting Year 1 through Year 5 – Eighteen (18) days
 - Starting year 6 through Year 10 – Twenty-three (23) days
 - Starting Year 11 – Twenty-eight (28) days
- 7.2 Eligibility: All employees a part of the secretarial unit shall earn paid vacation time under this article. Vacation benefits are earned on an eleven (11) month fiscal year basis -- August 1 - June 30. An employee hired after August 1 will have his/her vacation time prorated for the first partial year.
- 7.3 Vacation Pay: Pay for vacation days shall be the same as that which the employee would have received had he/she been in a working status.
- 7.4 Vacation Pay Upon Termination: When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

- 7.5 Vacation Scheduling: Vacations shall be scheduled at a time requested by the employee so far as possible within the District's work requirements.

ARTICLE VIII LEAVES

- 8.1 Bereavement Leave: Every unit member shall be entitled to four (4) days of paid leave of absence, or five (5) days if travel of 400 miles or out of state is involved, on account of death of any member of his/her immediate family. This leave shall not be deducted from his/her sick leave.
- 8.1.1 The unit member shall use Bereavement Leave before Personal Necessity Leave days are used.
- 8.1.2 Bereavement Leave is not accumulative and is granted in addition to the eleven (11) days sick leave.
- 8.1.3 Bereavement Leave shall be allowed for the death of a member of the employee's immediate family defined as mother, mother-in-law, stepmother, father, father-in-law, stepfather, husband, wife, son, daughter, brother, sister, brother-in-law, sister-in-law, grandchild, grandfather, grandmother, son-in-law, daughter-in-law of the employee and spouse or any relative or person under the guardianship living in the immediate household of the employee.
- 8.2 Legal Leave: A unit member shall be entitled to as many days of paid leave as are necessary for appearances under subpoena or on jury duty. When a unit member is notified to appear for possible jury duty and is not impaneled by the Court, he/she shall return to regular duty assignment for the day if four or more hours remain in the normal daily schedule.
- 8.3 Military Leave: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 8.4 Sick Leave: Eleven (11) working days of sick leave per year, with pay, are allowed to regular full-time secretarial employees for absence due to illness or injury.
- 8.4.1 Sick leave is cumulative without limit.
- 8.4.2 The sick leave allowance for an employee who works less than a full year and less than full time is prorated according to time worked.
- 8.4.3 A new employee is not eligible to take more than one-half (½) his/her annual sick leave allowance during his first six (6) months of service.
- 8.4.4 An employee requesting sick leave may be required to submit proof of illness in

writing at the request of the District.

8.4.5 Days of accumulated sick leave may be used for disabilities caused by pregnancy, childbirth, or miscarriage when an employee shows certification by her physician that she is incapable of performing her duties for the District.

8.5 Industrial Leave - Accident or Illness: Permanent unit members are entitled to sixty (60) working days' industrial leave during each fiscal year.

8.5.1 Industrial leave is not cumulative from year to year.

8.5.2 Industrial leave shall commence on the first day of absence.

8.5.3 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Laws of this State, exceed the normal wage for the day.

8.5.4 The industrial leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.

8.5.5 Such leave shall not exceed sixty (60) days for the same illness or injury regardless of the overlapping fiscal years.

8.5.6 Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

8.5.7 When an individual accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

8.5.8 The industrial accident or illness leave of absence is to be used in lieu of entitlement under Article 8.4 of the Unit Member Contract. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.

8.5.9 Any employee receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

8.6 Personal Necessity Leave: During any school year an employee may use, at his/her election, not more than five (5) days of accumulated sick leave benefits, in the following cases of personal emergency (EC. 45207):

8.6.1 Death in Immediate Family - Death of a member of his/her immediate family. An immediate family member is defined in Bereavement Leave, or any relative living in the immediate household of the employee. This would be in addition to normal Bereavement Leave.

8.6.2 Accident to Employee or Immediate Family - Accident involving his/her person or property or the person or property of a member of his/her immediate family, as defined above, calling for services of a physician and certified by the physician's statement, and of such a necessary nature that the immediate presence of the employee is required during his/her work day.

8.6.3 Litigant in Court - Appearance in court as a litigant, or as a witness under any official order.

Any employee desirous of using leave in accordance with these rules and regulations must submit a written statement within five (5) days following the absence outlining the personal emergency involved. The Superintendent or designee may accept or deny the employee's request. If any employee's request be denied, then a full reporting of the circumstances must be made to the school board. The employee has the privilege of appearing before the board and stating his/her position in the matter.

8.7 A maximum of five (5) days sick leave each school year may be used by each unit member in cases of personal necessity. The employee shall not be required to secure advance permission. The employee, however, shall provide as much advance notice to his/her supervisor as is possible of his/her intent to use personal necessity leave. In any event, however, should a unit member of the District need to exercise his/her option under this code section, he/she shall contact the principal and/or his/her immediate supervisor by telephone within twenty-four (24) hours of the time he/she has absented himself/herself from his/her duties. At that time, the employee will explain the emergency which necessitated the absence. The District Superintendent, or designee, will determine the validity of the excuse. If the excuse is within the provision of the legislation, it shall be accepted. However, if it does not meet the requirement of this section, the employee will be docked for the days of absence - Education Code 45207.

8.8 Discretionary Leave: A maximum of five (5) days of sick leave each school may be taken as discretionary leave at the option of the employee Any days taken as discretionary leave shall be deducted from accumulated sick leave. No advance permission is required except the normal procedures for securing a substitute, or notifying the District of an absence, should be followed. As much advance notice as reasonably possible shall be provided to ensure continuity of education to students.

- 8.9 Difference Pay: If the employee has utilized all of his/her accumulated Sick Leave and is absent on account of illness or accident for five (5) months or less, then the amount of salary deducted during that period shall not exceed the District's daily rate for substitutes (first step on salary schedule). It is understood that the District only makes the deduction when a substitute is actually hired. District reserves the right to require medical verification. Consistent with the statute providing this benefit and the Attorney General opinions interpreting it, the five-month period commences to run upon the first day of absence due to illness.
- 8.10 General Leaves: When no other leaves are available, a leave of absence may be granted by the Board to an employee upon request of the employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee. The granting of such leaves shall not be precedent for the request and granting of any other such leaves. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, the employee shall be placed on a re-employment list for a period of thirty-nine (39) months.
- 8.11 Association Leaves: Designated Association representatives shall have ten (10) days of paid leave to utilize for local and state conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from duties upon 24-hour advance notification to the Superintendent or his/her designee.

ARTICLE IX TRANSFER

- 9.1 A transfer is the movement of an employee from one work location to another work location in the same classification or salary range.
- 9.2 Permanent unit members already employed by the District are encouraged to apply for transfers when a vacancy is posted by the District and shall be given first consideration.
- 9.3 A representative may sit in on the interview.

ARTICLE X PROBLEM RESOLUTION/GRIEVANCE PROCEDURE

- 10.1 The Problem Resolution/Grievance Procedure involves an informal and a formal process. The informal process utilizes the basic philosophy of the interest-based problem-solving model. The formal process utilizes the traditional grievance procedures. The employee has the right to have representation present at any level.

10.2 Problem Resolution

The District and WESS encourages the use of the interest-based problem-solving model. The success of the interest-based problem-solving model is dependent upon open communication between all parties and a willingness to objectively discuss the issue(s) or concern(s) and work together toward a viable solution.

10.2.1 An employee who believes there is a problem shall present the concern orally to the immediate supervisor within fifteen (15) working days. The immediate supervisor and employee shall meet within three (3) working days in an attempt to resolve the matter. During this conference the employee and immediate supervisor will informally follow the interest-based problem-solving model by:

1. Clearly stating the area(s) of concern
2. Having open dialogue about interests of each party
3. Sharing possible solutions to the problem

10.2.2 In the event a resolution is not reached at 10.2.1, the employee may request within five (5) working days from the date of the meeting in 10.2.1. that the Superintendent or designee meet with the employee and the employee's immediate supervisor to engage in the interest-based problem-solving model. The meeting shall occur no later than ten (10) working days from the request. The interest-based problem-solving model shall include the following steps:

1. Identify issue(s) or areas of concern
2. Discuss individual and mutual interests
3. Generate options
4. Clarify commitments and develop action plan

10.3 Grievance Procedure

If the problem is still not settled, then it should be put in writing as a grievance and presented to the Superintendent and all prior participants within ten (10) working days. The Superintendent or designee will meet with all prior participants to review the case and take appropriate action within ten (10) working days.

- 10.4 Any employee has the right of appeal to the Governing Board after he/she has pursued the matter through appropriate channels as outlined above.
- 10.5 As an alternative to proceeding directly to the Governing Board, if the grievance is not resolved at Step 10.3, upon the employee's request WESS may submit the grievance to advisory arbitration. The submission shall be filed with the Superintendent within fifteen (15) work days after receipt of the Step 10.3 decision. The parties shall attempt to agree upon an arbitrator. Should the parties be unable to agree upon an arbitrator, the parties shall submit, jointly or individually, a request to the State Mediation and Conciliation Service to supply a list of five (5) names. If the parties cannot agree upon one name, each party will alternately strike names from the list until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be decided by lot.

The fees and expenses of the arbitrator and hearing shall be borne equally by the District and WESS. All other expenses shall be borne by the party incurring them.

The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

The arbitrator's award shall be advisory to the Governing Board. The Board may take such action thereon as it deems appropriate.

- 10.6 Any employee has the right to be represented by a representative of his/her employee organization at the time the grievance is reviewed by the Superintendent or designee. The employee may also be represented at the meeting with the Governing Board at the time his/her grievance is being reviewed.
- 10.7 A reasonable number of representatives of an exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation for the processing of grievance.
- 10.8 The Governing Board makes the final decision on the grievance.

ARTICLE XI SAFETY

- 11.1 Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being in compliance with CAL-OSHA regulations.

ARTICLE XII LAYOFF AND RE-EMPLOYMENT

12.1 Layoff:

12.1.1 Reason for Layoff: Layoff shall occur for lack of work and/or lack of funds as determined by the District. Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member who has been employed the shortest time in the class plus higher classes shall be laid off first. Length of service shall mean date of hire in each classification.

12.1.2 Notice of Layoff: Any layoff shall take place upon a minimum of forty-five (45) days written notice concurrently to WESS and affected unit members. Any notice of layoff shall specify the reason(s) for layoff, the identity by name and classification of the unit member designated for layoff and information on his/her displacement rights, if any, and re-employment rights.

12.1.3 Order of Layoff: Any layoff shall be affected within a class.

12.1.4 Bumping Rights: A unit member laid off from his/her present class may bump into the next lowest class in which the unit member has previously served and has greater seniority.

12.1.5 Equal Seniority: If two or more-unit members subject to layoff have equal class seniority, the layoff determination shall be based on the date of hire in paid status. If two or more-unit members have equal seniority and have the same date of hire in paid status, then the order of layoff shall be based on the needs of the District as determined by the District.

12.2 Re-employment:

12.2.1 Re-employment Rights: Laid-off unit members are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff. Their re-employment shall take precedence over employment of new applicants in the classification affected by said layoffs.

12.2.2 Notification of Re-employment: A unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District. The District shall mail vacancy announcements concerning bargaining unit positions to all unit members on a re-employment list, provided the unit member maintains his/her current mailing address on file in the District Office.

- 12.2.3 Unit Member Notification to the District: A unit member shall notify the District in writing of his/her intent to accept or refuse employment within five (5) working days following receipt of the re-employment notice. Failure by the unit member to tender the written notice to the District within five (5) days, as provided for herein, shall be deemed a refusal of employment by said unit member. The laid-off unit member may decline two (2) offers of employment before relinquishing his/her position on the list. If a unit member on a re-employment list refuses the second offer of employment, no additional offers will be made until the unit member notifies the District in writing that he/she is available for work.
- 12.3 Violation: Any alleged violation of the procedural provisions of this Article shall be subject to the Grievance Procedure as set forth in this Agreement.
- 12.4 Effects of Layoff: The District agrees to meet and negotiate the effects of layoff upon request by WESS in the event of a layoff.
- 12.5 Definition: Layoff as used herein shall refer to separation from service.

ARTICLE XIII DISCIPLINARY PROCEDURE

- 13.1 Disciplinary Procedure:
- 13.1.1 Discipline shall be imposed on permanent employees in the bargaining unit only for just cause. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes, but is not limited to, dismissal, demotion, suspension, transfer, or reassignment without the employee's voluntary written consent.
- 13.1.2 Discipline less than discharge will be undertaken for corrective purposes only.
- 13.1.3 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 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.
- 13.1.4 In addition to any disqualifying or actionable cause otherwise provided for by statute or by policy of this District, each of the following constitutes cause for

disciplinary action against a permanent unit member.

- a. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee, upon employees associated with him/her, or upon pupils or other members of the public.
- h. Addiction to the use of narcotics, possession of narcotics, or being under the influence of narcotics during working hours.
- i. Abuse of leave privileges, i.e.: absence without leave, excessive absenteeism.
- j. 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.
- k. Immoral conduct.
- l. Discourteous treatment of the public, pupils, or other employees.
- m. Improper political activity defined by Federal and State law.
- n. Willful disobedience.

- o. Misuse of District property.
- p. Violation of any statute or District, Board, or school rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of his/her position.
- r. Refusal of an employee to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- s. 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 for by contract or by law regulating retirement of employees.
- t. Any other failure of good behavior on the part of an employee either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

13.1.5 A notice of disciplinary action shall be written in ordinary and concise language and served in person or by registered or certified mail to the employee. The notice shall indicate:

- a. The specific act(s) or omission(s) upon which the disciplinary action is based.
- b. A statement of the cause for the action taken.
- c. Any specific rule or regulation of the District or Education Code the employee is claimed to have violated. Such rule or regulation shall be set forth in said notice.
- d. The employee's right to a hearing before the Governing Board of the District or before a third-party neutral, as provided for in the grievance procedure. Any decision by a third-party neutral shall only be advisory, not binding, on the Governing Board.
- e. The deadline for filing an appeal to the Superintendent.

- f. A card or paper for the employee to sign in order to deny the charges and request an appeal.
- 13.1.6 If any case where it has been determined that a recommendation of disciplinary action should be made against a permanent unit member and that continuation of the employee in active present status after a written recommendation of such action has been issued would result in an unreasonable risk of harm or threat to students, staff, or work place, fostering of disharmony, or an impediment to the efficient operation of the District during the time the proceedings are pending, the Superintendent or designee may order the disciplinary action into effect immediately on an interim basis as part of the formal recommendation of disciplinary action. Such order shall be contained in the recommendation of disciplinary action.
- 13.1.7 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 order of immediate interim implementation of disciplinary action issued in conjunction with any recommendation of disciplinary action involving suspension without pay, demotion, reduction in pay step in class, or dismissal, the Superintendent or designee shall give the employee written notice of the proposed recommendation of disciplinary action, including notice that an order of immediate interim implementation of the action is being considered, the causes and reasons for the proposed action, a copy of any materials upon which the proposed action is based, and the right to respond either orally or in writing to the initiating party prior to the issuance of the final recommendation and order of immediate interim implementation. Any response made by the employee shall be considered by the initiating party prior to issuing any recommendation and order. In the event emergency circumstances require removal of the employee from the work site immediately, such action may be taken, but such notice and the right to respond shall be provided to the employee at the earliest reasonable time after his/her removal from the premises.
- 13.1.8 In any case where the recommended disciplinary action is a suspension without pay for five (5) work days or less, the Superintendent or his/her designee may order the suspension into effect immediately on an interim basis, but shall either during the suspension or within five (5) work days thereafter give the employee written notice of the action including the causes and reasons therefore, a copy of the charges and any materials upon which the action is based, and a right to respond either orally or in writing to the person who ordered the suspension into effect.

13.1.9 The Superintendent may initiate disciplinary action as defined herein against a permanent unit member.

13.1.10 The employee may, within five (5) calendar days after receiving the recommendation of disciplinary action described above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and filed within the specified time limit by the employee shall constitute sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the Office of the Superintendent during the normal work hours of that office. A notice of appeal 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 against whom a recommendation of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal, and if the person making the recommendation has not already ordered the disciplinary action into effect immediately, and such action shall be reported to and made subject to ratification by the Governing Board. A copy of such order shall be served upon the employee either personally or by certified mail, and a copy shall be delivered to the Governing Board for approval or ratification by the Board.

13.1.11 The procedure for further processing of any appeal shall be as set forth in District regulations approved by the District.

13.1.12 Any allegations of error or violation of any provision in this Article shall not be subject to the grievance procedure in this Agreement.

ARTICLE XIV SAVINGS

14.1 If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or by a decision of the Public Employment Relations Board or its successors, the remainder of this Agreement shall not be affected thereby.

14.2 In the event of invalidation of any of the terms or conditions of this Agreement, either party may request to reopen negotiations with regard to the invalidated terms or conditions of agreement. If both parties consent to reopen negotiations under this Article, such negotiations shall commence within thirty (30) days of the date of consent.


ARTICLE XV DURATION

15.1 Length of Agreement: This agreement shall become effective on July 1, 2020, and shall continue in effect to and including June 30, 2023, and from year to year thereafter unless

alteration or amendment is requested in writing by either party and agreed upon in accordance with this Article.

- 15.2 Upon execution of this document, the District shall provide a copy of said agreement for each employee in the unit.
- 15.3 All matters not specifically enumerated or covered under the law are reserved to the District and may not be a subject of meeting and negotiating.

Signed and entered into this 22 day of October, 2021.

For the District:	For WESS:
	
_____ Superintendent	_____ WESS Representative

APPENDIX A

**WHEATLAND ELEMENTARY SCHOOL DISTRICT
SECRETARY SALARY SCHEDULE
2020/21**

**WHEATLAND ELEMENTARY SCHOOL DISTRICT HEALTH AND WELFARE
BENEFITS FOR ACTIVE EMPLOYEES**

1. Full-Time Employees

The required District annual contribution for a full-time employee for the benefits shall not exceed Eleven Thousand Dollars (\$11,000), (Nine Hundred Sixteen Dollars and Sixty-Six Cents (\$916.66) per month) for 2017/18.

The required District annual contribution for a full-time employee for the benefits shall not exceed Twelve Thousand Dollars (\$12,000), (One Thousand Dollars (\$1000.00) per month) for 2018/19.

The required District annual contribution for a full-time employee for the benefits shall not exceed Thirteen Thousand Dollars (\$13,000), (One Thousand Eighty-Three Dollars and Thirty-Three Cents (\$1083.33) per month) for 2019/20.

- Should the plan(s) cost more than the District's required contribution, each covered employee shall sign a payroll deduction form and pay the difference by payroll deduction. The deduction will be deducted from the employee's paycheck equally over a 12-month period.
- Should the plan(s) cost less than the District's required contribution, each covered employee shall receive the difference in their payroll. This difference will be paid to the employee equally over a 12-month period.
- Should the employee choose not to purchase benefits through the District offered plans, the entire District Contribution will be added to the employees pay and paid equally to the employee over a 12-month period.

2. Part-Time Employees

Part-time unit members may participate in the District group medical, vision and dental plans, subject to the following:

- Upon proper application by a part-time unit member, the District shall pay a pro-rated portion of toward premiums.

- The employee must be at least 0.5 FTE. (Full Time Equivalent)
 - 1) FTE is eight (8) hours per day, five (5) days per week and twelve (12) months per year.
 - 2) Newly hired persons, or current employees who subsequently become eligible for a District contribution for insurances after June 14, 2000 (i.e. who are at least 4 hours per day, but less than full-time), shall receive a pro-rated District contribution. The pro-rating shall be based on hours per day, days per week and days per year. (For purposes of this calculation, a year is 260 days.)
 - 3) Subject to rules of the insurance provider, an employee who is pro-rated will have the option to decline benefits and will, therefore, incur no cost. Such employees shall not receive a District contribution for insurances.
 - Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the employee through payroll deduction.
 - A person employed on June 14, 2000, who was receiving benefits on that date, shall not be pro-rated as set forth in 42.b.2 above.
 - Should the plan(s) cost more than the District's required contribution, each covered employee shall sign a payroll deduction form and pay the difference by payroll deduction

**WHEATLAND ELEMENTARY SCHOOL DISTRICT UNIT MEMBER RETIREMENT
INCENTIVE**

A. Eligibility

1. To be eligible for this program the employee must:
 - a. Have completed fifteen (15) consecutive years of service, four hours or more per day, in the Wheatland School District immediately prior to retirement.
 - b. Have reached the age of fifty-five (55) or more at the time of retirement.
 - c. Not have passed his/her sixty-fourth (64th) birthday at the beginning of retirement.
2. For purposes of this plan only, a period of unpaid medical leave shall not be considered a break in full-time service.
3. The plan will become effective at the time of adoption by the Board and shall not be retroactive to include prior employees who are presently retired.

B. Eligibility Period

1. The retiring employee will be eligible for the District-paid health benefits which he/she had been receiving while employed during early retirement only between the ages of fifty-five (55) and his/her sixty-fifth (65th) birthday. Benefits provided by the District will be for a period of five (5) years, or until the retiree is sixty-five (65) years of age, whichever comes first.
2. An employee hired after June 30, 2000, who otherwise meets the eligibility requirements, will receive the District contribution for a sixty (60) month period between the age of fifty-five (55) and Medicare-age eligibility.

C. Benefits

1. Health benefits provided in this plan will include only the same coverage as

provided for active employees.

2. Benefits will be provided for all qualified dependents of the retiring employee if the retiring employee so chooses.
3. Benefits Beyond Age Sixty-Five (65) at Retiree's Expense: Those benefits which may normally be continued beyond age sixty-five (65) when a retiree pays his own premiums will be available to the retiree under those conditions. Availability and procedures will be subject to regulations of the insurance carriers.

D. Procedure

1. The employee must submit a letter of retirement to the Superintendent no later than thirty (30) days prior to the effective date of retirement.
2. After the retirement letter has been accepted by the District, a contract will be written to provide these benefits.
3. Subsequent contract years shall begin on the same date as the first retirement incentive contract year.
4. The employee taking advantage of the provisions of this plan will not be eligible for reemployment in the Wheatland School District on a full-time basis.

E. Required District Contribution for Premiums

1. The District's required contribution shall be \$400 per month (\$4800) per year.
2. Should the plan(s) cost more than the District's required contribution, each covered retiree shall pay the difference in advance to the District Office. Failure to prepay the difference shall result in permanent cancellation of eligibility.