

AGREEMENT BETWEEN

WESTERN PLACER UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS WESTERN PLACER CHAPTER #741

JULY 1, 2022 - JUNE 30, 2025

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AGREEMENT

This is an agreement between the Western Placer Unified School District (hereinafter referred to as "District") and the California School Employees' Association and its Western Placer Chapter #741 (hereinafter referred to as "CSEA" or "Association").

ARTICLE I: RECOGNITION

The District confirms its recognition of the California School Employees Association and its Western Placer Chapter #741 as the exclusive representative for that unit of employees recognized by the District per its minutes dated June 14, 1976.

The California School Employees Association and its Western Placer Chapter #741 represents all classified employees of the Western Placer Unified School District exclusive of management, supervisory, confidential, substitutes, temporary, extra, and student help. This unit presently represents the following classifications:

- As shown in Appendix A attached hereto

ARTICLE II: ORGANIZATION RIGHTS

A. General Provision

Employees shall not be interfered with, intimidated, restrained, coerced or discriminated against, either by the school district or by the employee organizations because of their membership or non-membership in employee organizations.

B. Operating Procedures

The Board or their designated representative shall meet with the official representatives of the California School Employees Association upon written request and within a reasonable period of time, depending upon the nature of the matter or problem under consideration.

C. Privileges of Employee Organizations

1. Use of school buildings for meetings without charge, subject to the rules and regulations listed below:
 - a. Staff meetings and regular work time may not be taken for organizational business. (However, short announcements may be made at meetings if approved by the principal or supervisor.) The California School Employees Association meetings shall be held separately from staff meetings, allowing for a brief interval between such meetings. All such meetings shall be held outside of normal working hours and approval for use of the facility has been obtained from the principal or supervisor.
 - b. School facilities may be used for general meetings if there is not a conflict with other official school use and upon proper notification.
 - c. Association business shall not be conducted when employees are performing their duties in the operation of the school district except where prior approval has been extended by the District Superintendent or his/her designated representative. Official representatives of the California School Employees Association shall report to the administrative office before visiting any employees on the premises of the school or District building during the hours when school is in session.
 - d. District employees who are CSEA state officers shall be allowed a total of five (5) days forty hours release time each school year to conduct necessary CSEA business.
 - e. The Association shall have five (5) days of paid leave to utilize for the annual CSEA state conferences. These days will be granted upon five (5) days advance

notification to the Superintendent by the Association president. Up to an additional five (5) days may be granted upon approval of the Superintendent. The Association shall be charged a fee not to exceed the cost of the substitute.

2. Use of District office machines is subject to the rules and regulations listed below:
 - a. School equipment may be used for Association business, if there is no conflict with other official school use and upon proper notification. Approval of school use of equipment shall be obtained, prior to use, from the principal or supervisor, subject to the provisions of the District policy.
 - b. Use of school equipment for Association work shall take place after employee contractual obligations covered in the job description have been met.
 - c. School equipment shall not be used to promote adverse work actions (i.e., strikes, walkouts, etc.).
 - d. Long distance telephone calls and all supplies shall be paid for by the Association.
3. The California School Employees Association shall be entitled to use of official bulletin boards subject to the rules and regulations listed below:
 - a. One bulletin board in each school or building will be designated by the principal or supervisor as a staff bulletin board, and communication from the California School Employees Association directed to all employees shall be posted only on bulletin boards so designated.
 - b. Upon posting, a copy of the communication shall be furnished to the principal or supervisor and the manner and duration of posting shall be approved by such person. All postings must be in compliance with the District's policy.
4. The California School Employees Association shall be entitled to place short notices in the official bulletins of the schools upon approval of the school principal.
5. It shall be the practice of the Board of Trustees to permit the use of the school district mail by California School Employees Association, subject to the rules and regulations listed below:
 - a. The matter or material to be distributed shall relate to employer/employee relations, the business of the Association and notices regarding recognized meetings.

- b. Prior to any distribution of bulk communications, the principal at each school site shall be notified.
 - c. Surveys conducted by the California School Employees Association which require the use of office staff time, must be approved by the Superintendent or his/her designated representative in advance.
6. Payroll deductions shall be permitted for dues, for medical plans, and for other benefits.

D. Access to Employees

The California School Employees Association organizing activities shall not be conducted on a school campus during employees' scheduled working hours, except during a lunch period, if the individual chooses to spend his/her lunch in such a manner.

ARTICLE III: TERMS AND CONDITIONS OF EMPLOYMENT

A. General Provisions

1. A regular employee is a classified employee who has probationary or permanent status.
2. A permanent employee is a regular employee who has successfully completed the initial probationary period of six (6) months or six (6) consecutive work months from date of hire in a regular position. The probationary employee shall be evaluated at the end of the second (2nd) and fourth (4th) work month prior to the completion of the probationary period.
3. A probationary employee is a regular employee who, upon successful completion of the probationary period, which is an extension of the selection process, will become a permanent employee. Permanent employees may be evaluated once per year thereafter.
4. Each bargaining unit position shall be given a title, and a description of duties and responsibilities. The minimum eligibility requirements for employment shall also be listed for each classification.
5. A seniority list, accurate as of July 1, shall be available to the Association on or before December 1 of each school year. Seniority shall be based upon initial date of hire with the District.
6. A full-time employee is scheduled to work eight (8) hours per day, 40 hours per week. A part-time employee is scheduled daily less than eight (8) hours.

B. Workday, Workweek, Work Year

1. The normal workweek for full-time employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The regular workday and workweek may be extended on an overtime basis.
2. Each employee and position shall be assigned a fixed, regular, and ascertainable minimum number of hours per day, days per week, and days per year. This schedule may be modified by mutual agreement between the employee and the supervisor. At no time may a position or multiple positions exceed eight (8) hours per day.
3. Minimum, early release and/or late start days for students shall not be minimum days for employees. Employees must work all regular daily hours or submit an absence form if not in attendance.

4. Any day scheduled as a teacher-training day, teacher in-service, or parent-teacher conference day shall be a regular workday for employees, if students would otherwise have been in attendance but are not.
5. Any day in which schools are forced to close because of emergency conditions shall be considered a regular workday for all twelve month employees. If the district determines that it is essential for a twelve month employee to continue to perform their work, they will be required to report for duty as directed by the District or use their leave. If the District determines that it is not essential for a twelve month employee to report to work, they will not receive any deduction in pay, nor have to use any leave for this period.
6. Employees on contracts other than twelve months will not be required to work on emergency closure days. However, if the California Department of Education requires the District to make-up the emergency closure days, then those employees will work those make-up days without additional compensation.
7. Employees on contracts other than twelve months who are asked to work by their supervisor on an emergency closure day will be credited with compensatory time-off or the equivalent in pay in addition to their regular salary. Compensatory time-off will be granted on an hour-for-hour basis and any overtime (if applicable) will be paid per contract.
8. Employee contracts other than twelve months are not required to work on designated "Zero Days". Zero Day definition: Any day within the school district's calendar, excluding holidays, designated as a non-student, non-teacher day. Staff development and in-service are "mandatory" attendance days.
9. Upon pre-approval of his/her immediate supervisor, an employee shall be paid for mandated training at the appropriate rate of pay as set forth in this Agreement.
10. Transportation employees who intend to drive a bus or van must complete a physical examination for compliance with the Department of Transportation (DOT) and shall schedule the physical examination during their regular working hours, if possible. If the physical examination cannot be scheduled during their regular working hours, the Transportation employee shall schedule the physical examination outside of his/her regular working hours and be compensated for the time it takes for the examination including driving time, up to three (3) hours (calculated as the round trip from the Bus Yard to the physician's office) at the appropriate rate of pay.

C. **Overtime / Compensatory Time Off**

1. Hours worked beyond eight (8) hours in a day or forty (40) hours in a week shall be considered overtime. Compensation shall be at one and one-half (1 ½) times the regular rate of pay.
2. For employees assigned and in paid status four (4) or more hours per day, compensation for all hours worked on the sixth or seventh consecutive day shall be one and one-half (1 ½) times the regular rate of pay. For employees assigned and in paid status for less than four (4) hours per day, compensation for all hours worked on the seventh consecutive day shall be one and one-half (1 ½) times the regular rate of pay.
3. All overtime must be pre-approved by the immediate supervisor. It shall be mutually agreed upon at that time whether it is to be compensatory time or wages. Any overtime worked must be compensated by compensatory time or wages. Compensatory time shall be accrued at the appropriate overtime rate. Unauthorized overtime could be grounds for disciplinary action.
4. When compensatory time off is authorized by the District, in lieu of cash compensation, such compensatory time off will be granted within the fiscal year earned provided services rendered to the District are not impaired.
5. Compensatory time earned will be recorded at the appropriate rate of pay as recorded in this contract. Employees shall record actual hours worked on a time sheet and indicate comp time in lieu of pay. In the event of overtime, the Payroll Department will convert hours to appropriate overtime calculation for comp time. (i.e.) two (2) overtime hours worked will be recorded as the equivalent of three (3) hours regular time.
6. If the authorized compensatory time is not utilized within the fiscal year accrued, all compensatory time balances will be paid to the employee at the end of the fiscal year, no later than July 10th. Compensatory time may not be accrued after April 1st. After April 1st, all overtime will be paid at the appropriate rate for the remainder of the fiscal year.
7. Compensatory time records will be kept at the District Office. All compensatory time will be turned into the District Office monthly. The employee shall be responsible for completing an absence sheet upon returning.

D. **Breaks and Lunch Periods**

1. All employees working five (5) hours or more per day shall be entitled to an **UNPAID LUNCH PERIOD** of not less than one half (1/2) hour. Lunch periods shall be granted, when practicable, at approximately the midpoint of the work shift.

2. Employees working more than three (3) consecutive hours, but less than four (4) consecutive hours shall be entitled to a ten (10) minute break.
3. Employees working at least four (4) hours but less than seven (7) hours per day shall be entitled to a fifteen (15) minute break.
4. Employees working seven (7) hours or more per day shall be entitled to two (2) fifteen (15) minute breaks.
5. Insofar as practical, breaks shall be scheduled in the middle of the work period.
6. If a recess period falls within an instructional assistant's work period, the assistant will be granted the appropriate break, if any, during a part of that recess.

E. Increase in Assigned Time

An employee who works a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive days or more shall have their basic assignment changed to reflect the longer hours in order to acquire employee benefits on a properly pro-rated basis.

F. Call-Back and Call-In Time

1. Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay, as set forth in this Agreement.
2. Any employee called back to work to perform unscheduled work which does not continuously precede or follow an employee's regularly scheduled shift shall receive a minimum of two (2) hours pay at the appropriate rate as set forth in this Agreement.
3. All hours worked on days designated by this Agreement as holidays shall be compensated at one and one-half times the regular rate of pay plus holiday pay for eligible employees.

G. Shift Differential

1. For full time employees whose work shift commences between 12:00 p.m. and 11:00 p.m., the District shall pay a shift differential of 2.5% of base hourly plus longevity, if applicable, for all hours worked.

H. Extra Work Assignments

1. Extra work assignments are defined as bargaining unit work, which is needed on an intermittent basis and is not ongoing work.
2. This work will be paid at the employee's current rate of pay, if work is in the same or lower classification. Work completed by an employee working as a substitute for another employee in a higher classification shall be paid at Step A of the classification of the position being substituted or appropriate higher step to ensure an increase in salary of at least 5%.
3. Employees must request, in writing, to be placed on an assignment list maintained at each District site. In addition to the name and telephone number of the employee, the request should include work skills and availability.

I. Short-Term Employee

In accordance with California Education Code 45103, a "Short Term" employee means any person who is employed to perform service for the District, upon completion of which, the service required or similar services will not be extended or needed on a continuing basis.

At no time can a short-term employee be in a paid status for more than seventy-five percent of a school year. Seventy-five percent of a school year means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of the number of hours worked per day. Short term employees are not eligible to participate in District provided health and welfare programs.

Any work that is being considered for designation as short-term must also adhere to the following conditions:

1. Work must either be one-time in nature, or work that is not routine and/or customary to the normal duties of the unit employee classification(s).
2. If the short-term employee is **not** a probationary/permanent employee, i.e., a substitute employee or from outside the District, then that employee should be paid on Step A of the appropriate classification. The short-term employee's supervisor and Personnel Department will determine the appropriate classification.
3. If the short-term employee is a probationary/permanent employee, they should be paid consistent with their current rate of pay. However, if a probationary/ permanent employee accepts a short term position in a lower classification, then they will be paid at either the highest step of the lower classification, or their current rate of pay,

whichever is less. If the short-term position is in a higher class, they will be paid at either Step A of the higher class or paid at the step above their current rate of pay.

4. All work must be assigned a predetermined start and end date. Extensions to the end date of the assignment must be pre-approved by the Superintendent or his/her designee. Any short-term assignment may be terminated prior to the predetermined end date at the discretion of the responsible administrator.
5. Unless an emergency condition exists, all anticipated short-term assignments must be advertised in-house for five working days. A unit employee who gets a short-term assignment remains a unit employee, and has the right to return to his/her unit position upon completion of the assignment.
6. The District shall ensure all short-term employee contracts are filled out and approved by the Superintendent or his/her designee prior to the beginning of the assignment.
7. The District shall ensure that the President of the Classified Employees' Association is informed regarding the status of short-term employee contracts.

J. **Transportation**

1. **Definitions**

- a. **Routes:** AM. - Regular route from home to school.
P.M. - Regular route from school to home.
- b. **Seniority:** When drivers have the same hire date in the bus driver classification then seniority shall be determined by lot.
- c. **Extra Route:** An extra route is any route above and beyond the established daily permanent routes by the District.
- d. **Special Trip Assignment:** District sponsored field trips and activities.
- e. **Shuttle:** Any trip under two hours.
- f. **Relief Drivers:** Substitute Drivers used to cover runs of permanent drivers.

2. **Bus Routes**

- a. The procedure for assigning bus routes will be as follows:

1. Each returning driver shall start the school year with the same route that was assigned in June. The only exception shall occur when a permanent driver resigns a position during the summer. In this event, the route shall be offered to the driver with the highest seniority at the beginning of the school year. The remaining routes shall be offered in descending order of seniority. New bus routes, permanent or temporary, established during the school year or routes that become vacant, shall be posted for bid within five (5) working days.
2. Drivers may thoroughly familiarize themselves with their assigned routes prior to the start of the school year. Pre-runs will be done in the school bus within the designated time it would take to complete the route. Special Education route drivers will be required to communicate their route schedules with the parents or guardians of the students they will transport prior to the start of school.

3. **Bumping**

- a. The route developed by the District with the highest number of hours shall be offered to the driver with the greatest seniority. Remaining routes shall be offered in descending order of seniority.
- b. All permanent daily bus routes will be re-bid at the end of the first week of October after adjustments and route changes have been established by the District. At no time may established routes or additional permanent positions exceed eight (8) hours per day.
- c. A driver may decline the route offered under 3.b above. When a driver declines, the route shall be offered to the driver with the next highest seniority. A driver shall have the right to decline twice.
- d. Extra routes will be bid at the end of the first week of October and at the end of the first week of February, separate and apart from A.M. and P.M. routes, by seniority.

4. **Extra Routes**

- a. Extra routes will be offered by seniority. If an additional route becomes available, the route shall be bid in order of seniority, if the new route will give them more hours. However, if it does not provide any additional hours, then it will go for bid to the next senior driver. Only one extra route is allowed until

each driver has been offered an extra route. The senior driver may take a second additional extra route as long as it does not put the driver over eight hours per day.

- b. Shuttle/Special Trip Assignments to be assigned on a rotation basis. If a shuttle/special trip overlaps with the extra routes, the driver will attempt to locate coverage through seniority before notifying management of status.
- c. Relief Drivers shall only do extra routes, special trip assignments, shuttles and Special Ed runs between AM and PM when the permanent drivers according to seniority decline the offer or are unavailable. Relief drivers shall have no seniority until they are hired as permanent drivers with permanent routes.

5. **Special Trip Assignments**

- a. Special trip assignments are to be assigned on a rotational basis. A driver will not be required at any time to accept a special trip assignment. The driver shall be in paid status from the time they check out the bus until the time they have completed all necessary duties.
- b. Drivers must have at least six months District driving experience as a permanent driver before they are placed on the special assignment rotation list.
- c. In accordance with the laws and guidelines set forth by the California Department of Motor Vehicles, California Department of Education and the California Highway Patrol, the District shall offer behind the wheel instruction in the following areas: Large City (San Francisco), Small City (Sacramento), Long Distance (Beyond a fifty (50) mile radius), Mountain (Mountains with different grades) and Snow Trips (Snow Driving and Chaining). Drivers are required to qualify for the qualifications listed above in order to take specific trips. A driver will not be penalized for failure to meet the qualifications of a trip but will be placed back on the top of the rotation lists for the next offered trip.
- d. A driver will be moved to the bottom of the rotation list if the driver accepts five trips and then turns them down during the course of the school year.
- e. A driver whose trip is cancelled after the bus leaves the yard or if coverage has been established for the driver's regular route, shall be paid regular route time for that day and they will be offered the next available special trip assignment. If a trip is cancelled and the driver was unable to be contacted,

the driver will receive show up time or regular route time, whichever is greater. If a sub has been scheduled to do the route, the driver will have the option to do the route or go home and allow the sub to do the route. This option only applies if office/shop personnel are not used as the sub driver.

- f. A special trip assignment on the sixth or seventh consecutive day of work following the commencement of the work week, beginning with Monday, shall be compensated at 1½ times the employee's regular rate of pay and double time after eight (8) hours. Employees must be in paid status Monday through Friday to receive overtime compensation.
- g. The District may, if and when an emergency condition exists, interrupt the above procedures. The reasons for such interruption shall be made known to the affected employees and the Association.

6. **Driver Preparation**

- a. Bus drivers shall receive up to three (3) hours pay each year for preparing maps and other related reports.
- b. The development of a route by the District shall not have less than twenty-five (25) minutes added to each A.M run. This additional time shall be used for check-in, checkout and cleanup. If a relief driver is used, the relief driver will punch in at the established route time.
- c. Drivers shall be paid for two (2) hours per bus each week to compensate for duties other than driving, excluding fueling time. These duties may include, but are not limited to: washing, mopping and waxing of buses. To receive pay, the driver must actually render the service which shall be documented on the time card. The driver will not go into overtime to complete the above-described duties, unless authorized by supervisor.
- d. Fueling buses will be as needed. When buses are fueled, fifteen (15) minutes time will be allowed. This time will be documented on the time card.

7. **Standby Time**

Definition: Standby time is any time a driver is required by the District to remain at a designated work location, except to purchase a meal, whether or not the driver is required to actually perform work.

- a. All standby time shall be considered as time worked and the driver will

receive compensation accordingly.

- b. If a driver stays within one (1) hour between any driving times (between routes, trips, etc.) it will be considered standby time. Drivers will be expected to perform job-related duties during standby time when work is available.
- c. Drivers shall be paid a minimum of eight (8) hours but not more than sixteen (16) hours per day on overnight trips. If the overnight trip includes a Saturday, the driver will be compensated for one trip during the week and one Saturday trip. All toll bridges, hotels and meals will be paid for by the District.
- d. When a van is used to transport students, the driver shall receive ten (10) minutes check-in, checkout and cleanup time.

8. Parent Conference Time

- a. Drivers required to attend parent conferences or required to discuss such work-related topics or write referrals, shall receive their regular rate of pay as recorded by the time card.

9. Licensing and Driving Certifications

- a. The District will reimburse employees the California Highway Patrol licensing fee for a school bus driver's certificate once every five years. The District will pay employees to take the written CHP test and the driving CHP test at a maximum of two (2) hours each at the appropriate rate of pay as set forth in this agreement once every five years.

K. Personnel Files

- 1. The term "personnel file(s)" shall mean the file that is maintained at the central District administrative offices of the District. It shall not preclude material kept by the principal or supervisor at the decentralized work location; however, such material shall not be used in a disciplinary matter unless it also is in the "personnel file".
- 2. Information of a derogatory nature shall not be entered or filed unless the employee is given notice and an opportunity to review the comment thereon. The employee has fifteen days from the date of notification to attach a written response to any such derogatory statement. This prohibition shall not apply to 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.

3. Anonymous documents, letters, or other materials shall not be filed.
4. An employee may examine his/her own personnel file. Such inspection will take place in the office where the files are maintained, during normal business hours and in the presence of the administrative officer who is responsible for maintaining the files. An employee shall have the right to authorize, in writing, a representative to examine their personnel file on their behalf. An employee may obtain copies of items within the file at their own expense.

L. **Uniforms**

For the Classified employees whose position with the District requires that they wear a District uniform (Currently: Maintenance, Grounds and Custodial Staff), the employees will be provided with a uniform or uniforms by the District on an as needed basis as requested by the employee and as determined by the District. These uniforms (pants and shirts) will continue to be purchased by the District on behalf of the Maintenance, Grounds and Custodial staff. The amount per employee will most likely vary from employee to employee due to the differing nature of the work. According to the Internal Revenue Service (IRS) said uniforms are seen as taxable income to the employee. To offset this increase in tax burden for the employee the District will compensate the employees receiving a uniform based on the formula below in 2(a) as provided by the IRS. For purposes of determining a stipend to pay to each employee to cover the tax implications for the value of the clothing purchased, a 30% tax rate will be assumed for each employee. The stipend will be calculated as follows (the example calculation assumes the value of clothing to be \$200):

$$\text{Stipend} = \frac{\text{value of clothing}}{(1.0 - .30)} - \text{value of clothing} = \frac{\$200}{.70} - \$200 = \$285.71 - \$200 = \$85.71$$

The Stipend Amount in this example would = \$85.71. The employee's W-2 would reflect \$200 other compensation, \$85.71 wages. This same formula would apply to each employee receiving a uniform with a stipend amount differing based on the value of the clothing received.

ARTICLE IV: EMPLOYEE BENEFITS

A. Health Insurance

1. The District shall provide each eligible unit member and dependents where appropriate, with a District paid health insurance plan, which shall include prescription coverage. The required District monthly contribution (CAP) for health coverage premium, dental premium and vision premium will not exceed \$1,201.99 per month. Premium amounts in excess of \$1,201.99 are the responsibility of the employee. A part-time employee working less than four (4) hours per day is not eligible to receive these benefits.

The required maximum District monthly contribution for a unit member enrolling in a high deductible health insurance plan, eligible for Health Savings Account (HSA), (including dental and vision) shall be \$1,201.99 per month. Premium amounts in excess of \$1,201.99 are the responsibility of the employee. Additionally, the District will contribute the amount equal to the difference between the high deductible plan premium (including dental and vision) and the maximum cap of \$1,201.99 to an employee specific Health Savings Account at a reputable third party administrator. HSA contributions shall not exceed the annual Federal IRS maximum contribution for HSA determined by whether the employee is enrolled in single or family (for this purpose "family" includes plus children, plus spouse or plus family) coverage. If the District annual contributed HSA amount (difference between \$1,201.99 and the medical premium including dental and vision) would exceed the annual Federal IRS maximum, then the amount of the IRS maximum would be divided by *twelve* and that amount would be contributed to the employee's HSA each month. If the premium for the high deductible plan (including dental and vision) meets or exceeds \$1,201.99 per month (the District maximum benefit cap), then the District will not be contributing to the HSA. District contributions to HSAs will be determined for the fiscal year based on the Federal IRS maximum at the time of open enrollment and will not be adjusted during the fiscal year if the Federal IRS maximum changes.

2. Part-time unit members (four (4) or more hours per day) may participate in the District group health plan, and prescription coverage, subject to:
 - a. Upon proper application by a part-time unit member, the District shall pay a pro-rated portion of the required monthly premium. The proportion shall be based on the number of hours served in the District per day. The difference in cost shall be the obligation of the subscriber, and shall be paid through payroll deduction each month.
 - b. Lawful rules of the insurance provider.

3. An eligible unit member may cover his/her family in any District health insurance program through payroll deduction. Any insurance costs exceeding the agreed upon premium CAP will be paid at the employee's sole expense.
4. A unit member who is absent due to prolonged illness, and who has exhausted his/her accumulated paid leaves, shall continue to receive the District paid health insurance plan including prescription coverage, for the actual period of illness not to exceed twelve (12) months following exhaustion of said leave.
5. Unit members on approved FMLA unpaid leaves of absence that exceed one calendar month may continue to participate in the District group health plan, including prescription coverage, in accordance with state and federal laws. Participation shall be subject to lawful rules of the insurance provider and timely payment by the employee of the required premium in the manner prescribed by the District.
6. All requests for extended unpaid leaves of absence due to medical reasons, either personal or family, will be reviewed by the District personnel office for inclusion and compliance with current law.
7. The District shall allow retirees, beyond the District's obligation, to continue in the group health insurance plan at their own cost upon retirement or disability. Participation shall be subject to lawful rules of the insurance provider and timely payment by the employee of the required premium in the manner prescribed by the District.

B. Dental Insurance

The District shall provide each eligible unit member and dependents where appropriate, with a District paid dental plan commensurate with the total health CAP described in A(1) of this Article. A part-time employee working less than four (4) hours per day is not eligible to receive these benefits.

C. Vision Care Plan

The District shall provide each eligible unit member and dependents where appropriate, with a District paid dental plan commensurate with the total health CAP described in A(1) of this Article. A part-time employee working less than four (4) hours per day is not eligible to receive these benefits.

D. Life Insurance

1. The District shall provide full time and part-time members working 20 hours or more per week with a life insurance policy. The required District monthly contribution shall not

exceed that dollar amount equal to the monthly premium. A part-time employee working less than four (4) hours per day is not eligible to receive these benefits.

2. All full-time and part-time members working 20 hours or more per week may provide each of his/her qualified family member dependents with a life insurance policy. Each policy shall be payable at the employee's sole expense through payroll deduction subject to lawful carrier restrictions.

E. **Income Protection**

The District shall provide full-time and part-time unit members working 15 hours or more per week with an income protection policy. The required District monthly contribution shall not exceed that dollar amount equal to the monthly premium. A part-time employee working less than three (3) hours per day is not eligible to receive these benefits.

F. **Increased Premium Costs**

While re-opener or successor negotiations are occurring, the District will pay increased premium cost (if any are required) above the caps set forth in Article IV, paragraphs A.1., B., C., D.1., and E. Any dollars so advanced shall be deemed a part of the final economic settlement. Should the Association (in the final settlement) not allocate sufficient dollars to raise the caps, each employee shall execute a payroll deduction from which they will repay the District, for any dollars advanced, within six (6) months of ratification of final settlement.

G. **Transition Coverage**

1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate as prescribed by law. Group health plan includes the package of health, dental, vision and prescription coverage.
2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
3. All continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee.

H. **Vacation**

1. **Eligibility**

All unit employees shall earn and use paid vacation time pursuant to Article IV, section H, item 8. Vacation benefits are earned on a fiscal year basis, July 1 - June 30.

2. **Holidays**

When a holiday falls during the scheduled vacation of any unit employee, such day shall be counted as a paid holiday and not charged against the employee's vacation account.

3. **Limitation on use**

Vacation shall accrue but may not be bid or used during the probationary period (one year) of employment. Usage may, however, be approved by the Superintendent or designee under appropriate circumstances.

4. **Vacation Bids for Summer, Winter, and Spring Break**

- a. Vacations during summer, winter and spring break shall be open to bid for regular full-time twelve (12) month employees, from May 1 - 15, for the coming fiscal year.
- b. Such vacation bids shall be confirmed, or denied, in writing by the District no later than June 1, of each fiscal year.
- c. Maintenance and custodial vacation bids will not be granted two weeks prior to the opening of school.

5. **Requests During the Year**

A written request to utilize annual leave, other than pursuant to 4. above, shall be processed on a first received basis. The District shall either grant or deny the request, in writing, within five (5) calendar days from receipt of the employee's written request. The District shall not be required to process a written request to be placed on vacation leave which is received by the immediate supervisor less than five (5) calendar days before the first work day of the requested vacation. This requirement may be waived at the sole discretion of the District.

6. **Carry Over of Annual Leave**

- d. No unit employee may have credited to their account on June 30 more than the number of hours of vacation leave which were earned during the fiscal year just completed.
- e. If an employee has not scheduled sufficient vacation to meet 6.a. above, the District may, during the last six months of the fiscal year, direct the times at which the vacation will be taken.

- f. The District may, based upon extraordinary circumstances, approve a written request to carry over a large number of hours. Any such request must be approved in advance by the Superintendent and shall include a statement of the extraordinary circumstances and a plan, which will liquidate the excess in the coming fiscal year.

7. **Prior Approval**

No unit employee shall take vacation leave without prior written approval.

8. **Accumulation of Vacation**

- a. All regular full-time unit employees (a base assignment of 40 hours or more per week) shall accumulate vacation hours as follows:
 - From the first month through the fourth (4th) year of service, vacation time shall be earned and accumulated at the rate of 5/6 days of vacation for each month of paid service (ten days per year).
 - Commencing with the fifth (5th) year of service, vacation shall be earned and accumulated at the rate of 1 and ¼ days vacation for each month of paid service (fifteen days per year).
 - Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1 and 1/3 days vacation for each month of paid service (sixteen days per year).
 - Commencing with the fifteenth (15th) year of service, vacation shall be earned and accumulated at the rate of 1 and 2/3 days of vacation for each month of paid service (twenty days per year).
 - For purposes of this section, a day of vacation shall be credited to the employee's account at the existing number of hours in the regular base assignment at the end of each qualifying month of service.
- b. All employees whose base assignment is less than 40 hours per week, regardless of the number of hours or days actually worked per week, shall accumulate vacation at the fractional part of a full-time assignment.
- c. A month of qualifying service for purposes of this sub-article is defined as a month in which the employee is in paid status for more than one-half (1/2) of the number of working days in that month. A working day is any day that the District office is open to the public for business or is closed for a holiday.

- d. This sub-article (8.d.) is a graphic display of the vacation accrual rates, which are established in 8.a. above.

Days of Vacation

<u>Years of Service</u>	<u>Month</u>	<u>Year</u>
0-4	5/6	10
5-10	1 -1/4	15
11-14	1-1/3	16
15 and above	1- 2/3	20

9. **Vacation Pay**

Pay for a day of vacation shall be the same as that which the employee would have received had he/she been in a working status (overtime and extra hours excluded). Appropriate deductions for hours of vacation shall be made from the employee's vacation account.

10. **Vacation Pay Upon Termination**

Upon separation from service, a permanent bargaining unit employee shall be entitled to lump sum compensation for all currently accrued and unused hours of vacation credited to their account. Accrual shall include proration to the effective date of the termination.

11. **Vacation Postponement**

When a scheduled vacation becomes due, if an employee requires leave due to illness or injury, he/she may request that vacation dates be changed. The Superintendent shall further grant the request to change vacation dates, if practicable within District work requirements, in accordance with vacation dates available at that time.

12. **School Year Employees**

All unit members who are hired for a designated number of days per school year shall have their earned vacation hours computed as additional compensation into their monthly salary.

13. **Part-time Twelve-Month Employees**

Any unit members hired on a part-time (less than 40 hours per week) basis for twelve (12) months shall take their accrued vacation in accordance with Section H, paragraphs 4 and 5.

I. **Holidays**

1. All employees as part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

New Year's Day

Martin Luther King Day

Washington's Birthday

Lincoln's Birthday

Memorial Day

Juneteenth*

Independence Day

Labor Day

Veteran's Day

Admission Day (Admission Day Holiday will be reflected on the District calendar the Wednesday before Thanksgiving)

Thanksgiving Day and the day following

Christmas Day

Day after Christmas^

and every day appointed by the President, or the Governor of this State as provided for in subdivisions (b) and (c) of Section 37220 of the California Education Code which requires schools to be closed. Any day declared a holiday by the Governing Board under Education Code 37222 and 45203 which requires schools to be closed shall be a paid holiday for eligible employees.

* For employees who are in paid status during any portion of the work days immediately preceding and succeeding Juneteenth (or the observed day), Juneteenth will be a paid holiday. When Juneteenth falls on a Saturday, Sunday, or Monday, non twelve (12) month employees that are in paid status during any portion of the Friday immediately preceding the Juneteenth holiday shall receive that day as a day off with pay and it will count for one of their work days that year.

^ Twelve (12) month employees will receive the day after Christmas off. This will be in lieu of receiving additional day(s) off due to the work year during certain years being more than 260 scheduled workdays.

2. Regular employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

All District schools and offices will be closed on Christmas Eve and New Year's Eve. Employees are not required to report to work on these days.

When Christmas Eve and New Year's Eve days fall on a Friday, all District schools and offices will be closed on the preceding Thursday. When Christmas Eve and New Year's Eve days fall on a Saturday or Sunday, all District schools and offices will be closed on the preceding Friday. Employees are not required to report to work on these days and twelve (12) month employees will remain in paid status.

When the day after Christmas falls on a Saturday or Sunday, the following Monday will be the day off observed. When it falls on a Monday, the following Tuesday will be the day off observed.

3. When a holiday herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. 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 any classified employee is required to work on any of said holidays, he/she shall be paid compensation, or given compensating time off, for such work at a rate not less than his/her one and one-half times the normal rate of pay in addition to the regular pay received for the holiday. For the purpose of computing the number of hours worked, the time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off or other paid leave of absence, shall be considered as time worked by the employee.

B. Part-time Classified Employee Benefits

Regularly employed part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law. All vacation, maternity, and other leaves and benefits granted to the majority of the regular full-time employees in the classified service of the District or to regular full-time employees in the same classified positions or general class of positions; but such *leaves* and benefits will be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to 8 hours per day, 40 hours per calendar week, calendar weeks per month, or 12 calendar months during the school year.

C. Retiree Benefits

District agrees to make available (including prescription), medical, dental, and vision insurance benefits to an employee who retires during the life of this contract. The plan provided shall be the same as those which are provided to an active employee subject to the following conditions:

1. The unit member must have served at least 15 years in the Western Placer Unified

School District as an employee; those members with fewer than 15 years may choose to enroll in the benefit package at their own cost.

2. The member must have reached a minimum of age 55.
3. The District obligation under this provision shall not exceed the amount equal to the Kaiser Health HMO Retiree Only Rate plus dental and vision, not to exceed \$1201.99 monthly. This retiree benefit will be for a maximum of seven (7) consecutive years or until the age of sixty five (65), whichever comes first, for unit members with 15-19 years of consecutive service in the Western Placer Unified School District. For unit members with 20 or more years of continuous service in the District, the retiree benefit will be for ten (10) consecutive years or until the age of sixty five, whichever comes first. Part time employees' retiree benefits will be prorated in the way as their current rate of benefits at their effective date of retirement. This amount will be paid directly to appropriate insurance carriers. For members who retire at 65 years or older with 20 or more years of consecutive service within the District, they will be entitled to a one time lump sum payment of \$5,000 paid through supplemental payroll. The retiree is responsible for any tax implications of the lump sum payment.
4. Benefit (K.3.) is available to employees who:
 - a. Submit in writing their letters of retirement by March 1st (this date may be waived by mutual consent of both parties), and
 - b. Elect, in writing, to receive this benefit.

ARTICLE V: LEAVES

A. Definitions

1. "Paid Leave of Absence" means that an employee shall be entitled (a) to receive wages and fringe benefits, including, but not limited to, insurance and retirement benefits, (b) to return to the same assignment which he/she enjoyed immediately preceding the commencement of the leave.
2. "Unpaid Leave of Absence" means that an employee shall be entitled to the same benefits accorded employees who are on paid leave, at the expense of the employee. Participation shall be subject to lawful rules of the insurance provider and timely payment by the employee of the required premium.

B. General Leaves

1. General leaves of absence not exceeding one calendar month may be granted at the request of the employee and approval of the Superintendent.
2. General leaves of absence may be granted, if the period does not exceed 12 months on the request of the employee and approval of the Board of Trustees.
3. If an employee is receiving workman's compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which when added to the workman's compensation award, provide for a full day's wage or salary.
4. When sick leave, vacation, compensating time off or other available paid leave is used in conjunction with temporary disability benefits derived from workman's compensation, it shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits.

C. Prolonged Illness or Injury

1. Every classified employee employed five (5) days a week for a full year by the school district shall be entitled to 12 days sick leave for illness or injury. Sick leave is for the illness of the employee. However, up to ten (10) days of sick leave per year may also be used for the illness and/or medical/dental appointments of the employee's child, parent, spouse, registered domestic partner, or domestic partner's child.
2. If such employee does not take the full amount of leave allowed in any regular year under this section, the amount not taken shall be accumulated from year to year with such additional days as the governing board may allow.

3. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for sick leave need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year.
4. A regular classified employee shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which he/she is entitled under Section 45191, Education Code. Such days of paid sick leave in addition to those required by Section 45191, shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled (California Education Code, section 45196).
5. Each absence shall be verified on the form provided by the District and the District reserves the right to require such proof and/or a doctor's release as may be necessary. The District, at its discretion, may request a second opinion.

D. Substitutes

1. A substitute may be provided for full-time classified employees during their absence.
2. A substitute may be provided for part-time classified employees during their absence at the discretion of the site administrator.
3. Substitutes should be paid on Step A of the lowest classification within a function. For example, custodial subs should be paid as custodians, not maintenance custodians; secretary subs should be paid on the lowest secretarial range; and clerk subs should be paid on the lowest clerk range.

E. Transfer of Accumulated Sick Leave

The District will, upon request of the employee, transfer accumulated sick leave of a new employee from the District of previous employment.

F. Industrial Accident and Illness Leave

1. In accordance with Education Code Section 45192, employees of the classified service are entitled to .Industrial Accident and Illness Leave subject to the following:
 - a. Allowable leave shall not be for less than 60 working days in any one fiscal year for the same accident.

- b. Allowable leave shall not be cumulative from year to year.
 - c. Industrial accident or illness leave will commence on the first day of absence.
 - d. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
 - e. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of compensation awarded under workers' compensation.
 - f. When an industrial accident or illness occurs at a time when the full 60 days will overlap in 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.
 - g. Industrial Accident or Illness Leave of Absence is to be used in lieu of Illness or Injury Leave of Absence. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used.
 - h. Any employee receiving benefits under Industrial Accident or Illness Leave shall, during periods of injury or illness, remain within the State of California, unless the District authorizes travel outside the state.
 - i. The District shall have the right to require all employees who are claiming a work-related injury or illness to be examined by a physician of the District's choice.
2. When all available leaves of absence, paid or unpaid, have been exhausted following an industrial accident or illness, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, he/she shall be employed in vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of a lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.
3. Return to work: Any employee who suffers a work related injury shall provide the District with medical verification of his/her physical condition. Unless the treating physician provides a full release from work, the employee may be considered eligible for a temporary modified or light duty assignment. If the treating physician does not specify

work restrictions, the Superintendent or his designee may contact the physician to see if modified or light duty work might be appropriate (Board Policy AR4157.1(b)).

G. Pregnancy Disability Leave

1. Any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery, is entitled to Pregnancy Disability Leave. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
3. Except as provided herein, written and unwritten employment policies and practices the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.
4. This section shall be construed as requiring the Governing Board of the school district to grant leaves with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth, be treated the same as leaves for illness, injury or disability.
5. The leave will terminate upon a doctor's release stating the employee may return to work.

H. Medical Appointments

The purpose of this leave is to assist employees when they have attempted to, but are unable to obtain a doctor's appointment outside of their regular working hours. No deduction will be made to accumulated sick leave for any employee who works seven or more hours per day and has a medical or dental appointment that does not exceed two hours. Such leave, in increments of two hours or less, shall be allowed without deduction for an accumulated total of up to two (2) hours per month worked by the employee per fiscal year (eg. 12 Month employees may use a maximum of 24 hours per year, 11 Month employees may use a maximum of 22 hours per year, and 10 Month employees may use a maximum of 20 hours per year). Any such leaves in excess of the maximums described immediately above per fiscal year shall be deducted from the appropriate leave category. This section will not apply if other leaves are taken on the same day, including, but not limited to, workers' compensation appointments. An absence form is required. Leave pursuant to this section shall not carry over from year to year. A note from the employee's doctor shall be required upon request at the discretion of the District. (For purposes of

calculating 10, 11, and 12 month employees, less than 200 days per year= 10 month employee, 200-259 days per year= 11 month employee, and 260 days per year= 12 month employee).

I. **Personal Necessity Leave**

Personal Necessity leave may be used at the election of the bargaining unit member for any compelling personal importance other than those enumerated in this Article.

1. Unit members shall be entitled to use seven (7) days per year of their sick leave for personal necessity each school year.
2. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:
 - a. Death or serious illness of a member of his or her immediate family.
 - b. Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.
3. Personal necessity leave other than the two reasons stated above shall require 24-hour notice to the appropriate administrator.
4. No such accumulative leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this section.
5. Personal necessity leave in excess of the days allotted in 1.1. will be deducted in full on next pay warrant.
6. Personal necessity leave will be used in increments of no less than two (2) hours or the employees' entire shift if the employees' shift is two (2) hours or less.
7. Classified unit members working in Transportation who work as Bus Drivers will have the ability to use personal necessity leave in increments of no less than one (1) hour or the employee's entire shift if the employee's shift is one (1) hour or less. This does not set any precedence for any type of leaves for Bus Drivers for other classifications of classified employees.

J. **Bereavement Leave of Absence**

1. Classified employees shall be granted necessary leave of absence, not to exceed three (3) days. Five (5) days shall be granted if further than 300 miles of travel is required. This shall be per year, non-accumulative, on account of the death of any member of his/her immediate family.

- a. Immediate family being as defined in Section 45194 of the California Education Code.
2. No deduction shall be made from the salary, nor shall such leave be deducted from leave granted by other sections of this agreement or District policies.
3. Up to a maximum of three times per fiscal year, employees **will** be allowed time off to attend the funeral of other relatives and close friends. Employees should attend work prior to and after the funeral where feasible when the funeral is not out of the area.

K. **Jury Duty**

Leave to serve as a trial juror or witness when subpoenaed will be granted without loss of pay. Any fees received for jury service shall be remitted to the District, less mileage allowance.

L. **Catastrophic Leave Bank**

1. "Catastrophic illness or injury" is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time with the intent of returning to work or that incapacitates a member of the employee's family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member. Taking extended time off from work will create a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off (excluding differential leave). [Ed. Code 44043.5]
2. "Employee's family" for this section is defined as the spouse, son, or daughter of the employee or stepchildren of the employee.
3. Permanent classified employees who have exhausted all paid leaves (excluding differential leave) may request donated sick leave for catastrophic illness or injury no more than one time per twelve (12) month period for a maximum of up to ten (10) consecutive workdays. Catastrophic leave and differential leave cannot be used simultaneously.
4. All catastrophic leave shall be available by donation only. All donated sick leave for this purpose is irrevocable. Classified employees who have donated sick leave and remain active members of the Catastrophic Leave Bank may request catastrophic leave donations by filling out and submitting a "Catastrophic Leave Request Form" to the Personnel Department. Participants requesting sick leave donations shall submit a physician's statement indicating the nature of the illness or injury and the probable length of needed absence from work. This information shall be kept confidential.

If a participant is incapacitated, applications may be submitted to the Personnel Department by the participant's designee or member of the participant's family. The Assistant Superintendent of Personnel will determine if the request for catastrophic leave is approved or denied.

5. The Personnel Department shall send out an electronic mail to all Classified employees annually announcing the request for voluntary catastrophic leave donations. Employees must donate 12 hours of sick leave to become a member of the catastrophic leave bank. In order to donate sick leave, employees must themselves retain no less than ten (10) X (times) their hours per day of sick leave. Classified employees who do not donate sick leave will be unable to request Catastrophic Leave from the Bank.
6. If the number of hours in the Bank, at the beginning of the school year, exceeds 3X (times) the number of participating unit members, no annual contribution shall be required from the participating Bank members. If the number of hours in the Bank ever drops below 3X (times) the number of participating unit members, members will be required to donate an additional 12 hours of sick leave to retain membership in the Bank.
7. Donated sick leave may not be used for the illness or disability which qualifies the participant for Worker's Compensation Benefits. Unused catastrophic sick leave days granted will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each catastrophic sick leave day used.
8. Leave shall be denied if approval would extend the 100 days of disability leave described in California Education Codes 45195 and 45196 for an additional 100 days.

M. Parental Leave

1. Unit members may take parental leave as governed by current legal requirements.

ARTICLE VI: SALARIES

A. Regular Rate of Pay

The rate of pay for each classification in the bargaining unit shall be in accordance with Appendix A which is attached and incorporated by reference as part of this Agreement. For purposes of overtime, the regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

B. Step Advancement

An employee who commences service as a bargaining unit employee on or before February 1, will be allowed to advance a step on the salary schedule at the beginning of the following year.

C. Schedule Placement

Upon initial employment, a maximum of four (4) years of related experience on the salary schedule may be credited to a new employee (up to Step E). The determination of placement on the salary schedule shall be at the sole discretion of the District.

D. Frequency of Paychecks

Employees in the bargaining unit who are not on a time card shall be paid once per month on or before the last District workday of the month, except December, which is paid the first workday in January. Time sheet employees are paid on the 10th of each month based on a pay period of the 26th through the 25th. However, Bus Drivers are paid on or before the last District workday of the month, based on a pay period of the 11th through the 10th.

E. Payroll Errors

Any payroll error resulting in improper payment (including overpayment) for an employee in the bargaining unit shall be corrected and in the case of an underpayment, if appropriate, a supplemental check issued in accordance with Education Code. Any error shall be reported by the employee as soon as reasonably possible. Any salary or benefit payment error resulting in an overpayment to a unit member will, after meeting with the unit member and verifying the overpayment, be corrected by the District through deduction of the overpayment without interest with written consent and agreement with the unit member. If the unit member should resign, retire his/her employment, or be terminated in any way, the full amount of the overpayment may be deducted in accordance of the unit member and District's agreement from the final warrant. To the extent that no agreement can be reached the District will seek Civil remedies to collect the debt.

F. Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure an increase in salary of at least 5%. The District may, at its sole discretion due to related experience, place the employee at a higher range up to Step F on the salary schedule.

G. Out of Class Work

Upon mutual agreement, if a bargaining unit member, during their normal working hours, is temporarily assigned to work in a lower classification, they shall receive their current rate of pay. If a bargaining unit member is temporarily assigned to work in a higher classification, their rate of pay, while working out of class, shall be at step A of the higher classification in which they are temporarily working or the next higher step in that classification that ensures the employee is receiving an increase in their regular hourly rate of at least 5%. This section (G) does not apply to "extra work" in addition to the normal hours of the employee which is described in Article III (H).

H. Longevity

1. After 120 months (10 years) of continuous District employment, including all time spent in a probationary and permanent status; an employee shall receive a longevity increment.
 - a. The increment shall be 2½% of their current placement on the salary schedule.
 - b. The increment shall be effective the day following the anniversary date.
2. Thereafter, the employee shall receive an additional 2½% increment for each subsequent 60 months (5 years) of continuous District employment.
 - a. The increment shall be effective the day following the anniversary date.

I. Bilingual Stipend

1. Due to a need for use of their non-English speaking and interpreting skills in the workplace, the District shall designate an employee(s) at any work site where these skills are required.
2. An employee utilizing their bilingual skills in his/her job shall be required to take an oral/written exam to be eligible for the bilingual stipend at a selected site. Once achieving a passing score, the employee's permanent job classification takes precedence over the additional bilingual stipend assignment.

To qualify for this stipend, use of a second language must be a major job function and not included in the job description of the employee. The selected employee(s) who qualify for the stipend shall receive a 2% increase on their yearly rate of pay until such time that the bilingual skills are no longer needed, as determined by site administration. Payment will be made on the 10th of the month following the end of each trimester/semester.

Site administration reserves the right to designate a new and/or additional bilingual stipend recipient(s) each trimester/semester or remove such designation, if necessary.

The qualified employee will be responsible for speaking, writing, and interpreting in the identified language at the school's location on an as-needed basis during their normal working hours.

ARTICLE VII: VACANCIES/TRANSFERS/PROMOTIONS

A. Definitions

1. A transfer is a change from one position within a District classification to another position within the same classification.
2. A promotion is moving from a position in one District classification covered by this contract (as per Appendix A) to a position in a different District classification covered by this contract (as per Appendix A) with a higher salary range.

B. Posting of Vacancies

Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site within ten (10) days of the apparent vacancy. The job vacancy notice shall remain posted for a period of five (5) full working days during the academic year and five (5) full working days during the summer recess, during which time employees may file for the vacancy. Such posting shall not preclude the District from accepting non-employee applications for the position. Notice of all job vacancies occurring during the summer recess will be electronically mailed to all classified employees who maintain a District email address. Position postings are also available online at Edjoin.org during all periods including summer recess.

C. Site Representatives

Additionally, the District shall send a copy of each notice to all Site Representatives designated by the Association. It shall be the Association's responsibility to provide a list of all Site Representatives to the District by September 1st of each year and to provide any update to the list as needed.

D. Employees on Leave

Employees on leave will provide the Personnel Department with a written request to be considered for vacancies.

E. Notice Contents

The job vacancy notice shall include:

1. The job title.
2. A brief description of the position and duties.
3. The minimum qualifications required for the position.
4. Primary job site.
5. The number of hours per day.
6. Regular assigned work shift times.

7. Days per week.
8. Months per year assigned to the position.
9. The salary range.
10. The deadline for filing to fill the vacancy.

Federal and/or State mandated qualifications and/or requirements for a position shall be reflected in the job description.

Filling: Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Human Resources Department within the filing period. Probationary employees shall not be eligible for lateral transfers.

F. **Employee-Initiated Transfer**

If a permanent employee of the Classified Bargaining Unit applies for a vacancy in the same classification in which they currently hold a position (Lateral transfer), the employee shall be awarded the position unless the employee has received a less than satisfactory evaluation on their most recent evaluation and/or there has been an adverse documented personnel issue (Evaluation and/or documented adverse personnel issue must be within previous 12 months prior to the posting, or will not be a factor for receiving the position). The personnel issue must predate the posting date for the position the unit member has applied for. The issue may not be part of the employee's personnel file. If an employee has received a less than satisfactory evaluation on their most recent evaluation, a lateral transfer may still be granted upon mutual consent of CSEA and the District. If more than one employee applies for the same lateral transfer opportunity, the employee with the most Classified Bargaining Unit seniority, within the classification, shall be awarded the position if their most recent evaluation is satisfactory or upon mutual consent of CSEA and the District. Ties in seniority within classification shall be determined by total District seniority (Initial hire date). A tie in District seniority will be determined by lot.

If an employee has received a less than satisfactory evaluation on their most recent evaluation and/or documented adverse personnel issue within the previous 12 months prior to the posting, a lateral transfer may still be granted upon mutual consent of CSEA and the District.

If more than one employee applies for the same lateral transfer opportunity, the employee with the most Classified Bargaining Unit seniority, with the classification, shall be awarded the position if their most recent evaluation is satisfactory and/or there has not been an adverse documented personnel issue (Evaluation and/or documented adverse personnel issue must be within the previous 12 months prior to the posting, or will not be a factor for receiving the position). The personnel issue must predate the posting date for the position the unit member applied for. The issue may not be part of the employee's personnel record. If the senior employee has received a less than satisfactory evaluation and/or there has been an adverse

documented personnel issue, the bargaining unit member next in line with seniority who applied for the lateral transfer shall receive the position unless they, too, have received a less than satisfactory evaluation and/or documented adverse personnel issue within the previous 12 months prior to the posting. The personnel issue must predate the posting date for the position the unit member has applied for. The issue may not be part of the employee's personnel record. If no permanent employee that applies for a lateral transfer in the classification has a current satisfactory evaluation and/or is without a documented adverse personnel issue for the previous 12 months, one of the internal applicants may still be chosen upon mutual consent of CSEA and the District. Ties in seniority with the classification shall be determined by total District seniority (initial hire date). A tie in District seniority will be determined by lot.

A lateral transfer is a transfer of a permanent employee from one position to another open position in their current Classification, regardless of the amount of hours of the position (An employee can transfer from fewer hours currently worked to more hours or from more hours to fewer hours, or the same amount of hours).

Any permanent employee in the same Classification who expresses interest in an vacancy and is not selected may, upon request, be provided a written explanation of the reason they were not selected.

G. Promotional Opportunities

1. When a new position is created or an existing position becomes vacant, the position will be posted, and the District *may* first offer the opportunity to promote to eligible District employees serving in a lower class.
2. The District will interview those who apply and meet the minimum qualifications for promotion prior to filling the vacancy.
3. If an application is denied, the employee *will* be given, *upon request*, a rationale for the denial.

H. Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure an increase in salary as a result of the promotion which will be no less than 5%.

Promotions-Probationary Period: The probationary period for a promoted employee shall be six (6) work months. The member shall be evaluated at the conclusion of the third (3rd) and sixth (6th) work months. Prior to the expiration of the promotional probationary period, the District may release the member from probation and return him/her to his/her previous assignment in the lower classification.

Interview Panels: CSEA will have at least one member on the interview panel for classified interviews, unless otherwise notified by the CSEA President, or designee. The interview panel lead administrator will be responsible for putting together the interview panel which will include at least one CSEA member. Personnel Services will notify the CSEA President, or designee, when an interview panel is being convened. The CSEA President, or designee, will determine and inform Personnel Services if a CSEA board member is required to be included in the interview panel. The CSEA President, or designee, will notify Personnel Services in the event that a CSEA board member and/or a CSEA member is unavailable and/or not required for an interview panel.

I. **Job Site Transfers**

The District retains the right to utilize employees in the bargaining unit at those sites where their abilities within classification are most needed for smooth and uninterrupted operation of the schools. The District shall not direct any job-site transfer for punitive reasons. Prior to any administrative transfer, the District shall give the member at least five (5) working days notice except in cases of emergency.

- J. When an employee voluntarily transfers to a lower classification, the employee shall be placed at the same step on the salary schedule in the new classification range. The probationary period for such transfer shall be six (6) work months. The unit member shall be evaluated at the conclusion of the third (3rd) and sixth (6th) work month.

K. **Resignations**

1. Any employee resigning a permanent position within the District must give ten (10) working days notice before vacating the position.
2. The employee must check out with their immediate supervisor or Personnel by the last day of work.
3. All keys, equipment, and materials must be turned in by the last working day.

ARTICLE VIII: PROFESSIONAL GROWTH

A. Purpose

The Classified Employees' Professional Growth Program is designed to encourage classified employees to enhance their skills and to demonstrate the Boards' and Administrations' commitment to education for the professional growth of all employees.

B. Eligibility

All permanent classified employees within the District are eligible to participate.

C. Acceptable Credits

1. Professional Growth credits shall be directly related to the employee's duties as defined by:
 - a. Their current job description;
 - b. The job description of the promotional position within the Western Placer Unified School District.
 - c. The development of personal awareness of human and social factors useful in the employee's area of responsibility.
2. All credits to be compensated must be earned during hours the employee is not scheduled to work for the District. Upon prior approval of the Superintendent or Designee due to class circumstances, personal necessity or vacation may be used.
3. Applicable units may be earned by the successful completion of the following educational activities:
 - a. Courses taken at an accredited community college or four-year college or university.
 - b. Courses leading to the issuance of a certificate of competency or a certification of completion from an accredited school or recognized business or educational school.
 - c. Adult education courses, continuing education courses, trade school courses, or other courses offered by District-approved educational agencies.
4. Credits will be awarded on a basis of fifteen clock hours per unit (i.e., 15 hours of instruction will equal one unit). Activities of less than fifteen hours may be accumulated

and added together to equal a unit.

D. Procedure

1. The employee shall complete a Professional Growth Request and forward the form to the Assistant Superintendent of Personnel.
2. All Request forms must be submitted three (3) weeks prior to the first day of attendance of the class or instructional event.
3. Within five (5) work days, the Assistant Superintendent of Personnel shall approve or deny the request and forward it to the employee.

E. Submission of Units

1. Verification of units earned for Professional Growth shall be submitted to the Assistant Superintendent of Personnel for verification and to be forwarded to payroll for processing.
2. To be granted credit, a grade of "C" or better is required for graded classes. A "Pass" is required in "Pass/Fail" graded classes. A "Credit" is required for all "Credit/Non-Credit" classes. A Certificate of Completion is required for all other hours earned.

F. Reimbursement For Credits Earned

1. Upon completion and verification of approved units, the employee will be reimbursed a stipend of Sixty-Five (\$65.00) per unit (15 hours) earned. The employee will be allowed to receive reimbursement for no more than nine units (135 hours) of credit per fiscal year.
2. Nine (9) units of Professional Growth shall merit one (1) step increase on the salary scale. A maximum of two (2) step increases on the salary scale per grade/job classification for Professional Growth will be allowed per employee. Bargaining Unit Members will receive a 1.25% ongoing salary increase for every nine (9) units they complete while on Step E or F based on the language contained in sections C, D, and E of this article. A total of eighteen (18) units may be submitted for a maximum 2.5% increase.
3. No courses may be repeated for Professional Growth credit.
4. All documentation for completion of Professional Growth units is the responsibility of the employee. It is the responsibility of the employee to notify the Committee of the completion of units.

5. Stipends and Professional Growth Merit increases will be paid and/or awarded upon satisfactory documentation of the completion of the units.

G. **Appeal Procedure**

1. An employee whose professional growth request has been denied may appeal to the Superintendent or Designee.
2. The request for appeal shall be submitted in writing within ten (10) working days after receipt of initial denial.
3. Superintendent/Designee shall make the final determination and notify the employee in writing within ten (10) working days after receipt of the appeal. If the appeal is denied at this level, the reason for denial must be stated in the response.

ARTICLE IX: LAYOFF AND REEMPLOYMENT

A. Layoff Defined

A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary member of this bargaining unit, because of insufficient funds, reduced workload, combination or elimination of jobs, or when employment rights of another employee cause such an action.

B. Order of Layoff

1. Layoffs shall be made in reverse order of seniority in the job classification in which the layoff occurs. Seniority shall be determined by date of initial hire by the District in the class affected by the layoff.
2. The employee with the least seniority in the class plus higher classes shall be laid off first.

C. Tie-Breakers

If two (2) or more employees subject to layoff have equal seniority in the class plus higher classes, the determination as to who shall be laid off will be made by lot.

D. Notice of Association

The District will notify the Association of any proposed layoffs prior to the distribution of the applicable Board packet. The District will provide the Association with a seniority roster and a list of employees to be laid off.

E. Notification to Employees

The District shall notify the affected employees in writing of any possible layoff for the ensuing year in accordance with California Assembly Bill 438.

1. Such notice shall include general information on re-employment rights or displacement rights, if any.
2. Such notice shall be given by personal service or certified mail.

F. Bumping

A permanent employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump an employee with the least seniority in that class. Seniority shall include the total of the previous service in the equal

or lower class plus service in the class from which layoff occurs and in higher classes. Seniority for the purpose of determining bumping rights shall include the total of previous service in the equal or lower class being bumped into, plus service in the class from which the layoff occurs, and higher classes. The District is not required to change the scheduled work hours of a position for the purpose of bumping rights.

G. **Voluntary Demotion**

A permanent classified employee who will suffer a layoff for lack of work or funds despite his or her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the employee is qualified to perform the duties thereof, and provided further that the governing board approved the voluntary demotion.

H. **Payment of Vacation Accrual**

Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.

I. **Correction of Errors**

Any employee who is improperly laid off and is otherwise entitled to employment shall be re-employed immediately upon discovery of the error.

J. **Legal Rights Preserved**

Nothing herein provided shall preclude a layoff for lack of work or lack of funds in the event of an actual and existing financial inability to pay salaries as contemplated in Education Code 45117.

K. **Re-employment and Promotional Examination Preference of Persons Laid Off, Voluntary Demotions or Reductions in Time**

1. Persons laid off because of lack of work or lack of funds are eligible to re-employment for a period of 39 months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations with the District during the period of 39 months (EC 45298).
2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Governing Board shall make the determination of the specific period of eligibility for re-employment on a class-by-class basis (EC 45298).

3. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list they shall be ranked on that list in accordance with their proper seniority (EC 45298).
4. Employees laid off and who still have re-employment rights will be notified when employment or job openings exist in previously held classifications within the District. Such notice shall be sent by certified mail to the last address given by the employee.
5. Laid off persons shall be re-employed in the reverse order of layoff in the highest job classification available in accordance with their seniority.
6. Reduction in hours shall be no less than fifteen (15) minute increments with the exception of campus supervision positions where reduction in hours shall be no less than ten (10) minute increments.
7. The decision and effects of a reduction in hours applicable to an entire classification of employees shall be negotiable.

L. **Consultation**

Should the District propose a layoff, the Association shall have the right to consult with the District regarding the effects of such layoff. After thirty (30) days from first notification to the Association of proposed layoff, if the District does not receive a response from the Association, the District shall have the right to implement unilaterally.

ARTICLE X: GRIEVANCES

A. Definition

1. A grievance is a formal written complaint alleging that there has been a substantial misapplication or misinterpretation of this agreement with the Western Placer Unified School District. (See grievance form Appendix B)
2. An employee is a classified person employed by the District.
3. A working day is any day on which the administrative office of the District is open for business.
4. A supervisor is an administrator having immediate jurisdiction over the employee in which a grievance has been submitted.
5. A grievant may be any employee covered by the terms of this agreement or CSEA.
6. A party of interest is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.
7. An aggrieved person is the employee or CSEA making the claim.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that fall within the definition of a grievance, which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.
2. A representative of the California School Employees Association shall be present at any phase of the grievance process and shall be given an opportunity to state their views. The CSEA representative may act as the grievance's spokesperson.

C. Procedure

Since it is important that the grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. **LEVEL ONE: Formal Grievance**

If the aggrieved party is not satisfied with the disposition of his/her grievance at the informal level, or no written decision has been rendered within five (5) working days after the conference, a formal written grievance may be filed within sixty (60) calendar days of the grievance's/CSEA's knowledge of an occurrence of an act or omission giving rise to the grievance, the grievant must submit a Grievance Report Form to his/her immediate supervisor which can also be submitted by CSEA.

2. **LEVEL TWO: Formal Appeal to Superintendent**

If the aggrieved party/CSEA is not satisfied with the disposition of his/her grievance at LEVEL ONE, or no written decision has been rendered within five (5) working days after presentation of the grievance, he/she or CSEA may file the grievance, in writing, with the Superintendent. This shall be within ten (10) working days after the written decision at LEVEL ONE and a copy will be provided to the Western Placer Classified Employees Association.

Within ten (10) working days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and a representative of the California School Employees' Association.

3. **LEVEL THREE: Binding Arbitration**

If the grievant/CSEA is not satisfied with the decision at Level Two, the Association may within ten (10) days appeal the decision in writing. The Superintendent shall, within twenty (20) workdays of receipt of the appeal, seek a list of five (5) experienced arbitrators from the California State Mediation and Conciliation Service. The Association and the Superintendent or his/her designee shall meet and select by lot the arbitrator who shall schedule a hearing and render a final and binding award in accordance with the rules of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. Any and all costs for services of the arbitrator shall be paid equally by CSEA and the Western Placer Unified School District.

D. **Rights of Employees to Representation**

An employee, or a group of employees, may be represented at the informal level and will be represented at all formal levels of the grievance procedures by a representative of the California School Employees' Association who has the right to state its views during the grievance procedure.

E. **Miscellaneous**

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person may submit such grievance in writing to the Superintendent or Board of Trustees with all the rights as set forth in LEVEL TWO and the processing of such grievance will be commenced at LEVEL THREE.
2. Decisions rendered at LEVELS ONE and TWO of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest. Decisions rendered at LEVEL THREE will be in accordance with the procedures set forth in Section C.3, LEVEL THREE: Binding Arbitration.
3. Ordinary and reasonable costs of operation of the grievance procedures shall be agreed upon in advance with the Superintendent. The costs will be shared equally by Western Placer Unified School District and the employee. An appeal of the Superintendent's decision may be made in accordance with Section C.3, LEVEL THREE: Binding Arbitration.
4. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file. Release of such information because of personal problems relating to possible dismissal would be subject to consideration and review by the employee.
5. A grievant shall have the following rights:
 - a. To be present at the hearing at any level.
 - b. To hear testimony on his/her behalf.
 - c. To give testimony on his/her behalf.
 - d. To call others to give testimony on his/her behalf.
 - e. To question whether personally, through counsel or through a California School Employee Association representative, any person giving testimony.
 - f. Right to discovery through documentation.
6. The employee will have the right to representation of his/her choosing and to confront all accusers.
7. An aggrieved person and/or his/her representative shall have access to such records and files related to the grievance in which they are involved as specified in number 4.

F. **Processing**

1. The District agrees to allow California School Employees' Association representatives' release time to negotiate and to process grievances when such negotiating and grievance processing occurs during the employee's normal working hours.

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2. The District will not pay California School Employees' Association representatives for time spent in negotiating or grievance processing when such negotiating and grievance processing occurs outside the employee's normal working hours.

ARTICLE XI: DISCIPLINARY ACTION

A. Definition

Disciplinary action, as used in this article includes, but is not limited to dismissal, demotion, suspension, and reduction in hours or class without the permanent employee's voluntary consent. This article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel employees, nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this article.

1. Bargaining unit employees with permanent status shall be subject to disciplinary action only for just cause.
2. This Article shall not apply to probationary employees. The probationary period is a continuation of the selection process. As such, a probationary employee may be terminated at any time at the sole discretion of the District.

B. Causes for Discipline of a Permanent Employee

The District may discipline permanent employees pursuant to the following provisions:

1. The discipline shall be based upon just cause, including but not limited to:
 - a. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, loyalty oaths, time sheets or cards, absence forms or any other District records.
 - b. Incompetence or inefficiency in performance of the duties of his/her position.
 - c. Inexcusable neglect of duty.
 - d. Abandonment of position. Three days of continuous absence without approved leave shall be deemed abandonment of position and shall result in termination as a voluntary resignation.
 - e. Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
 - f. Conviction of a felony, conviction of any sex or substance abuse 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.

- g. An act of insubordination (including, but not limited to, refusal to do assigned work).
- h. While on duty: used, sold/furnished, or was under the influence of, or unlawfully possessed any controlled substance (as defined in Health and Safety Code Section 11007).
- i. Consumption of any alcoholic beverage or an intoxicant of any kind, while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her. Specifically included is carrying an alcoholic beverage, or intoxicant, into a District facility or onto a District property.
- j. Knowingly provided, in a verbal or written manner, confidential employee and or student records to an unauthorized person or persons.
- k. Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
- l. Unauthorized use, or misuse, of District supplies, materials, facilities, or other property.
- m. Willful or persistent violation of the Education Code or District rules, policies or procedures. This shall also include violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education or by any appropriate state or governmental agency.
- n. 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 the position.
- o. Inexcusable discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another employee of the District.
- p. Any cause set forth in the California Education Code which mandates discipline, dismissal, or prohibits hiring.

C. Procedure for Imposing Disciplinary Action on an Employee

1. Informal Conference

An employee against whom disciplinary action is being considered may be requested to attend a conference with the appropriate District official or his/her designee prior to

official written notification of any recommended disciplinary action. At such conference, the employee shall be informed orally of the specific disciplinary action being considered as well as the reasons therefore and be given an opportunity to respond thereto. The employee may be represented at such conference by a representative of his/her choice.

2. **Pre-disciplinary Safeguards**

Prior to imposition of disciplinary action the District shall give written notice to the employee. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the employee by certified mail, return receipt requested, at least five (5) calendar days prior to the date when the disciplinary action is proposed to be effected.

3. **Contents of Written Notice**

The contents of the written notice shall include, but are not limited to, the following:

- a. A statement of the specific acts and omissions upon which the disciplinary action is based;
- b. A statement of the cause, or causes, for the action taken;
- c. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- d. A statement of the discipline proposed, including beginning and ending date(s), if appropriate;
- e. A statement that the employee may file a request for hearing before the Governing Board directly with the Superintendent or his/her designee;
- f. A statement that if the employee does not respond pursuant to (e) above, the District will impose the discipline as noticed.

D. **Immediate Effect**

1. Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately suspended upon verbal notification pending a hearing when his/her presence would be detrimental to the welfare of the District, pupils, public, or other employees of the District.
2. This verbal notification shall be followed by service upon the employee of the written notice as set forth in C.3, above.

E. **Association Representation**

The employee may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

F. **Advisory Arbitration**

If the employee served with a recommendation for disciplinary action files a timely request for a hearing pursuant to paragraph 3.(e), the matter may be submitted to ADVISORY arbitration upon written request of the Association within fifteen (15) working days of notice to the employee.

1. The parties shall, by mutual agreement, select an arbitrator. If no agreement can be reached within five (5) days of the above request, the parties shall request the California State Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The order of striking shall be determined by lot.
2. In each dispute, the arbitrator shall, as soon as reasonably possible, hear evidence and render a recommended decision on the proposed discipline.
3. After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit the recommended findings to both parties.
4. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision on issue(s) not before the arbitrator, or on facts not supported by the evidence.
5. The fees and expenses of the arbitrator shall be borne equally by both parties.
6. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense. All other expenses shall be borne by the party incurring them.

G. **Hearing Before the Governing Board**

In the event that either party is not satisfied with the recommended decision of the arbitrator, he/she must appeal the decision in writing within ten (10) days of issuance of the arbitrator's decision to the Board of Trustees.

The Governing Board shall then undertake a review of the entire hearing record and briefs. The Governing Board shall, also, permit oral arguments by the representatives of the parties, but only in the presence of one another.

The Board alone has the power to render a final and binding determination regarding the imposition of discipline subject only to a lawful right of judicial review.

The decision of the Governing Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. A copy of the decision shall also be sent to the representative of the employee.

H. **General Provisions**

1. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.
2. Nothing in this Article shall limit the District's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.
3. At no time shall an employee be disciplined, informed of disciplinary action, asked to sign acknowledgements of wrongdoing, by any employee of the District other than the appropriate supervisor or Superintendent/designee. All correspondence shall remain confidential.

I. **Judicial Review**

Nothing in the above procedures shall preclude any existing right of an employee or the school district to seek judicial review

ARTICLE XII: SAFETY

- A. The District shall endeavor to conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal authority.
- B. All employees in the bargaining unit shall, in performance of their duties, be alert to unsafe practice, unsafe equipment and/or conditions and shall promptly report any such unsafe practice, equipment and/or conditions to their immediate supervisor.
- C. Each employee shall report any accident within 24 hours to their immediate supervisor and shall complete such report forms relating to the accident as may be required by the District.
- D. Any employee reporting unsafe practice or condition shall not be discriminated against or harassed.

ARTICLE XIII: EVALUATIONS

A. Purpose of Evaluations

Performance evaluations are the careful systematic appraisal of a unit member's work performance. Performance evaluations may be used for recording formal commendations for outstanding performance or to provide a record of either deterioration or an improvement in a unit member's performance.

B. Probationary Employees

1. Performance evaluations for a Probationary Employee shall, where feasible, be given approximately at the end of the second (2nd) and fourth (4th) work months prior to the completion of the probationary period of six (6) months (as described in Article III(A)). A special evaluation report may be submitted at any time if desired by the employee's supervisor. The probationary period is an extension of the selection process and Probationary Employees may be released without cause at any time during the probationary period.
2. As described in Article VII section H, the probationary period for a promoted employee shall be six (6) work months. The promoted member shall be evaluated approximately at the conclusion of the third (3rd) and sixth (6th) work months. Prior to the expiration of the promotional probationary period, the District may release the member from probation and return him/her to his/her previous assignment in the lower classification.

C. Permanent Employees

1. Performance evaluations for a Permanent Employee may be given annually (as described in Article III(A)). A special evaluation report may be submitted at any time if desired by the employee's supervisor.

D. Evaluation Procedures

1. Any less than satisfactory evaluation based upon performance shall include recommendations from the supervisor for improvement, shall advise the employee as to any significant deficiencies and where appropriate the supervisor may provide provisions for assisting the Unit Member in implementing these recommendations.
2. A Special Evaluation for a permanent or probationary unit member may be prepared at any time by the unit member's supervisor. Such evaluations may be used to provide a record of either deterioration or an improvement in a unit member's performance or for recording formal commendations for outstanding performance.
3. Where feasible, the supervisor will give the employee at least two (2) work days notice

of a scheduled evaluation review meeting. If the first or any subsequent scheduled meetings are canceled by the employee due to absence or other reason the supervisor may waive the two (2) days notice. If the evaluation is for unacceptable or deteriorating performance, the supervisor shall attempt to inform the employee prior to the meeting that concerns will be addressed or areas for improvement may be discussed.

4. If a Unit Member requests to have a union representative at any evaluation meeting where the evaluation is for deteriorating or substandard performance, the meeting shall not take place until the union representative is present. If the supervisor has attempted on two (2) or more occasions to schedule the meeting to include the representative without success then the evaluation may be mailed to the employee and the employee shall sign the evaluation, acknowledging receipt, and return the signed evaluation document to the supervisor no later than seven (7) business days from the date of receipt of said evaluation document.
5. Probationary and Permanent employees shall review and sign their evaluation forms before they are submitted to the Personnel Office. The signature does not necessarily indicate agreement or disagreement with the evaluation, but does indicate acknowledgment of receipt of said document.
6. A unit member has the right to submit a written response to an evaluation and have it attached to the evaluation form so long as the written response is received in the Personnel Office within fifteen (15) working days of the unit member's receipt of the evaluation. Written responses received after fifteen (15) working days from the date the evaluation was received by the unit member will not be attached to the evaluation and will not be placed in the employee's personnel file unless there are extenuating circumstances and upon approval of the Assistant Superintendent of Personnel Services.

E. Final Provisions

1. Evaluations express the judgment and opinion of supervisory authority and as such are only subject to the grievance procedures set forth in this contract to the extent that the evaluation procedure itself, as described above, was not followed.
2. The above evaluation procedures may be bypassed due to actions of employees listed in Article XI(B)(1).

ARTICLE XIV: NEGOTIATION PROCEDURES

A. Negotiable Items

1. "Negotiable items" means employees' salaries, hours, terms and conditions of employment.
2. The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment: means health and welfare benefits as defined by Section 53200, of the Government Code, leave, safety conditions of employment, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3456 of the Government Code, and procedures for processing grievances pursuant to Section 3548.5, 3548.6, 3548.7, and 3548.8 of the Government Code.
3. "Negotiate in good faith" means meeting, conferring, negotiating and discussing by the exclusive representative and the public school employees in a good faith effort to reach agreement on matters within the scope of representation, and the execution of a written document incorporating any agreement reached, which document shall, when accepted by both parties, become binding.
4. On or before March 1 of the calendar year in which the agreement expires, both parties shall meet and begin negotiations in good faith on negotiable items. The agreement reached between the parties shall be reduced to writing and signed by them.
5. Negotiations shall take place at mutually agreeable times and places and upon a request in writing, a meeting shall take place within five (5) days.
6. The Association shall designate no more than six (6) representatives who will receive reasonable release time without loss of compensation to prepare for and attend negotiations.

ARTICLE XV: ASSOCIATION RIGHTS

A. Dues

Any unit member who is a member of the Association or who has applied for membership, must sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association.

B. District Responsibilities

With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fees, the District agrees promptly to remit such monies to the Association, together with an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

C. Association Responsibilities

1. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
2. As set forth in Section A of this Article, there shall be no charge to the Association for such mandatory agency fee deductions.

D. Indemnification and Hold Harmless

1. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a monthly basis.
2. The Association agrees to indemnify and hold the District harmless from any award or judgment, which may result against the District due to the agency fee provisions of the Agreement or their implementation.
3. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph F1, or F2 shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XVI: REOPENERS FOR NEGOTIATIONS

The California School Employees' Association and its Western Placer Chapter #741 and the Western Placer Unified School District agree that two additional articles as determined by each party may be revisited annually. Upon mutual agreement of both parties, any portion of this contract may be amended.

Contingencies

In the event that unanticipated, unrestricted funding is received by the District, salary and benefit issues may be addressed upon notification by either party. If unanticipated notification is received by benefit providers relative to benefit cost increases, parties will meet to discuss outcomes and alternatives.

ARTICLE XVII: REOPENER OF SALARIES AND FRINGE BENEFITS

The California School Employees' Association and its Western Placer Chapter #741 and the District shall each have the right to reopen this Agreement annually on salaries and fringe benefits by giving notice in writing to the other party no later than February 15 for the succeeding fiscal year.

ARTICLE XVIII: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies, practices, and procedures and over State laws to the extent provided by State law and that in the absence of specific provisions in this Agreement such policies, practices, and procedures are discretionary.

It is also understood and agreed that proposed modifications or amendments to District policies or procedures affecting classified personnel shall be presented, in writing, to Western Placer Classified Employees' Association at least seven (7) days in advance of adoption.

ARTICLE XIX: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent required by law, but all other provisions will continue in full force and effect.

ARTICLE XX: DURATION

This agreement shall be in full force and effect from July 1, 2022 through June 30, 2025 and shall remain in effect until a successor agreement is negotiated by the parties.

Re-opener Provisions: During the term of this agreement, the parties may annually reopen negotiations only in the area of Article VI Salaries, Article IV Employee Benefits and two (2) articles of choice by either party unless otherwise mutually agreed.

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APPENDIX A: SALARY SCHEDULE

**WESTERN PLACER UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE 2022-2023**

Range: Cafeteria

- 14 Cafeteria Site Cashier, Food Service Warehouse Worker
- 16 Central Kitchen Assistant
- 20 Central Kitchen Lead
- 23 Child Nutritional Clerk
- 13 Food Service Assistant
- 16 Food Service Lead
- 20 Middle School Cafeteria Lead
- 23 High School Cafeteria Lead

Range: Clerical

- 26 Accounting Technician I
- 28 Accounting Technician II
- 17 Adult School Account Clerk
- 24 Alternative Education Secretary/Administrative Assistant
- 22 Assistant Principal Secretary/Administrative Assistant
- 16 Bilingual School Clerk
- 22 Counselor Secretary/Administrative Assistant
- 25 Department Secretary/Administrative Assistant
- 22 District ELD & Intervention Program Secretary/Administrative Assistant
- 20 District Office Clerk
- 23 District Receptionist Clerk
- 42 Facilities Planner
- 26 Facilities Support Clerk, Grant Funded
- 15 Grant Funded Bilingual Clerk
- 14 Grant Funded Clerk
- 14 Grant Funded Support Services Clerk
- 18 Grant Funded Transition Support Provider
- 20 Health Clerk
- 20 Mail Delivery/Driver
- 22 Preschool Clerk
- 24 Registrar/Student Data Manager
- 20 School Office Clerk II
- 22 School Office Clerk III
- 24 School Secretary I/Administrative Assistant (K-5)
- 25 School Secretary II/Administrative Assistant (6-12)
- 22 Special Education Clerk
- 28 Special Education Secretary/Administrative Assistant
- 28 Supplemental Programs & Accountability Secretary/
Administrative Assistant
- 28 Educational Services Secretary/Administrative Assistant

Range: Education

- 13 Campus Monitor
- 13 Campus/Cafeteria Supervisor
- 28 College & Career Technician
- 17 Computer Laboratory Technician
- 35 Education Services Technician
- 21 High School Library Technician
- 14 Infant/Toddler Paraprofessional
- 15 Instructional Aide
- 16 Instructional Aide-Bilingual/ESL
- 17 Instructional Aide-Special Education
- 25 Interpreter - Oral (**Paid on Step A only**)
- 25 Interpreter- Deaf & Hard of Hearing
- 20 Intervention Services Provider
- 21 Intervention Services Provider-Bilingual
- 19 Library Technician
- 32 Licensed Vocational Nurse
- 28 LVN/Paraprofessional, Specialized Phys Hlth Care
- 28 Occupational Therapist Assistant I
- 17 Paraprofessional, Specialized Physical Health Care
- 25 Parent/School/Community Liaison
- 15 Preschool Instructional Aide
- 24 Preschool Instructor
- 28 Speech-Language Pathology Assistant
- 33 Translator - Written (**Paid on Step A only**)

RANGE	Step	Step	Step	Step	Step	Step
	A	B	C	D	E	F*
13	16.41	17.17	18.00	18.88	19.82	20.81
14	16.74	17.58	18.41	19.32	20.30	21.32
15	17.17	18.00	18.88	19.82	20.75	21.79
16	17.58	18.41	19.32	20.31	21.25	22.31
17	18.00	18.88	19.82	20.75	21.80	22.90
18	18.41	19.32	20.30	21.25	22.34	23.46
19	18.88	19.82	20.75	21.80	22.85	23.99
20	19.32	20.30	21.25	22.34	23.42	24.59
21	19.82	20.75	21.80	22.85	24.00	25.20
22	20.28	21.25	22.34	23.42	24.58	25.79
23	20.75	21.80	22.85	24.00	25.18	26.43
24	21.25	22.34	23.42	24.58	25.75	27.04
25	21.80	22.85	24.00	25.18	26.40	27.73
26	22.34	23.42	24.58	25.75	27.04	28.38
27	22.85	24.00	25.18	26.40	27.72	29.09
28	23.42	24.58	25.75	27.04	28.40	29.83
29	24.00	25.18	26.40	27.72	29.08	30.53
30	24.58	25.75	27.04	28.40	29.81	31.30
31	25.18	26.40	27.72	29.08	30.55	32.07
32	25.75	27.04	28.40	29.81	31.29	32.86
33	26.40	27.72	29.08	30.55	32.05	33.63
34	27.04	28.40	29.81	31.29	32.85	34.50
35	27.72	29.08	30.55	32.05	33.66	35.35
36	28.40	29.81	31.29	32.85	34.49	36.22
37	29.08	30.55	32.05	33.66	35.34	37.09
38	29.81	31.29	32.85	34.49	36.23	38.04
39	30.55	32.05	33.66	35.34	37.14	38.99
40	31.29	32.85	34.49	36.23	38.01	39.92
41	32.05	33.66	35.34	37.14	38.97	40.94
42	32.85	34.49	36.23	38.01	39.90	41.88
43	33.66	35.34	37.14	38.97	40.87	42.91
44	34.49	36.23	38.01	39.90	41.87	43.97
45	35.34	37.14	38.97	40.87	42.92	45.08
46	36.23	38.01	39.90	41.87	43.98	46.19
47	37.14	38.97	40.87	42.92	45.08	47.34
48	38.01	39.90	41.87	43.98	46.21	48.52
49	38.97	40.87	42.92	45.08	47.36	49.72
50	39.90	41.87	43.98	46.21	48.53	50.95

Range: Technology

- 33 District & Site Support Tech
- 45 Network Administrator
- 45 Technology Data Specialist
- 33 CALPADS Coord/Tech Project
Tech/Tech Sup Tech I
- 36 Technology Support Tech II

Range: Transportation & Maintenance

- 33 Assistant Mechanic
- 24 Bus Driver, Special Needs
- 22 Custodian/Groundsman
- 37 Dispatcher/Driver Trainer
- 33 District Maintenance Worker
- 24 Grounds Maintenance Worker
- 26 Lead Custodian
- 24 Maintenance/Custodian
- 42 Mechanic

Longevity: 2.5% salary increase for 10 years of service and 2.5% for each additional 5 years of completed service.

Retiree Benefits: 15-19 years of consecutive yrs of service, not to exceed \$1201.99 monthly for a max of 7 consecutive yrs or until age 65 or whichever comes first. 20 or more years of consecutive yrs of service, not to exceed \$1201.99 monthly for a max of 10 consecutive yrs or until age 65 or whichever comes first. Part time employees' retirees benefits will be prorated in the way as their current rate of benefits at their effective date of retirement. Members who retire at 65 yrs or older with 20 or more consecutive yrs, will be entitled to a one lump sum payment \$5000 paid through supplemental payroll.

- Effective 7/1/14 5% added to the 2014-2015 salary schedule & elimination of Employer paid PERS
- Effective 7/1/15 3.75% added to the 2015-2016 salary schedule, retro to 3/1/15
- Effective 3/15/16 4% added to the 2015-2016 salary schedule, retro to 1/1/16
- Effective 7/1/16 1.5% lump sum pay from 2016-2017 salary schedule
- Effective 7/1/17 1.53% added to the 2017-2018 salary schedule
- Effective 7/1/18 .50% added to the 2018-2019 salary schedule retro to 1/1/19
- Effective 7/1/19 .25% added to the 2019-2020 salary schedule, Step F added
- Effective 6/18/19 Food Warehouse Worker position placed at Step 14
- Effective 10/1/19 Department Secretary position placed at Step 25
- Effective 10/15/19 Mail Delivery/Driver position placed at Step 20
- Revised 3/16/21 - 3.00% added to the 2019-2020 salary schedule Effective 7/1/20
- Revised 3/16/21 1.06% added to the 2020-2021 salary schedule Effective 7/1/21
- Revised 8/17/21 College & Career Technician position added
- Board Approval 9/7/21 Ed Services Technician position placed at Range 35
- Effective 12/01/21 FSA moved to range 13 & range 12 was removed & to align to State wage guidelines
- Removed 15 yr. requirement for Step F effective 07/01/22
- Revised 6/21/22 - 8.56% salary increase, effective 7/1/22

****In addition to the above, the district pays \$14,424 annually towards health benefits**

APPENDIX B: EMPLOYEE GRIEVANCE FORM

WESTERN PLACER CLASSIFIED EMPLOYEES' ASSOCIATION

Employee Grievance Form

Name: _____ Date: _____

Position: _____ Site: _____

Alleged Violation: _____

When did the alleged violation occur? _____

Specific article in the contract alleged to be violated: _____

Action Requested: _____

Administrator/Supervisor with whom grievance resolution was attempted informally:

Name: _____ Date: _____

Employee Representative (if any): _____ Date: _____

LEVEL ONE

Administrator/Supervisor with whom grievance resolution was attempted:

Conference with: _____ Date: _____

Disposition: _____ Date: _____

Date Formal Grievance Received: _____ Received By: _____

() I ACCEPT THE RESOLUTION OF THIS GRIEVANCE.

() I DO NOT ACCEPT THE RESOLUTION OF THIS GRIEVANCE FOR THE FOLLOWING REASONS:

Signature: _____ Date: _____

LEVEL TWO

District Superintendent or Designee: _____

Conference with: _____ Date: _____

Date Formal Grievance Received: _____ Received By: _____

() I ACCEPT THE RESOLUTION OF THIS GRIEVANCE.

() I DO NOT ACCEPT THE RESOLUTION OF THIS GRIEVANCE FOR THE FOLLOWING REASONS:

Signature: _____ Date: _____

LEVEL THREE

Board of Trustees

Conference with: _____ Date: _____

Date Formal Grievance Received: _____ Received By: _____

() I ACCEPT THE RESOLUTION OF THIS GRIEVANCE.

() I DO NOT ACCEPT THE RESOLUTION OF THIS GRIEVANCE FOR THE FOLLOWING REASONS:

Signature: _____ Date: _____

APPENDIX C: PROFESSIONAL GROWTH REQUEST

Western Placer Unified School District
Classified Employees Professional Growth Request

Employee Name: _____ Date Submitted: _____

Instructions:

1. Complete a Professional Growth Request at least three (3) weeks prior to the beginning date of the course/class/event.
2. Submit the Request to the District Office: Attn: Assistant Superintendent of Personnel, for approval.

Course Information:

1. Course Title: _____
2. Place of Attendance: _____
3. Date of Attendance: _____
4. Times: _____
5. Beginning/Ending Dates: _____
6. Total Credit/Hours to be earned: _____
7. Description of Course Content:

8. How does this help you in developing or enhancing your employment with WPUSD?

9. If applicable, please state your long-term Professional Growth intentions and how this course/class/event relates:

Units Approved _____ Date _____
Signature of Assistant Superintendent of Personnel

Units Denied _____ Date _____
Signature of Assistant Superintendent of Personnel

Business Service Dept: _____ Date _____
Signature of Business Services Representative

Reason for Denial:

APPENDIX D: CATASTROPHIC LEAVE FORM

WESTERN PLACER UNIFIED SCHOOL DISTRICT
REQUEST FOR CATASTROPHIC LEAVE
Classified Staff

[] I am requesting _____days (10 max.) from the Catastrophic Leave Bank.

In order to understand your request and its alignment with our agreement, please describe your condition as it relates to the following:

Severity:

Incapacitating Illness or Injury:

Impact of the illness or injury on your ability to work:

Expected length of incapacitation:

Please attach doctor's prognosis and estimated length of absence from work. Also please attach any documentation you feel is important to the justification of your catastrophic leave.

Employee Signature _____

Printed Name: _____

Social Security No. _____

Date: _____

Request Approved _____

Request Denied _____ Date _____

APPENDIX E: TENTATIVE AGREEMENT

TENTATIVE AGREEMENT
(RESULTING FROM 2021-2022 NEGOTIATIONS)
REGARDING
THE COLLECTIVE BARGAINING AGREEMENT
(July 1, 2022-June 30, 2025)
BETWEEN
WESTERN PLACER UNIFIED SCHOOL DISTRICT (District)
AND
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION
and its Western Placer CHAPTER #741 (CSEA)

The Western Placer Unified School District ("District") and the California School Employees' Association and its Western Placer Chapter #741 ("CSEA") collectively referred to as the "Parties," enter into this agreement and agree as follows:

AGREEMENT

1. This agreement shall be in effect upon signature by both parties, ratification by CSEA Chapter #741, and Board of Trustees approval.
2. Article III: Terms and Conditions of Employment shall be revised as follows:

A. General Provisions

2. A permanent employee is a regular employee who has successfully completed the initial probationary period of **six (6) months** ~~one (1) year~~ or ~~twelve (12) months~~ **six (6)** consecutive work months from date of hire in a regular position. The probationary employee shall be evaluated at the end of the **second (2nd)** ~~third (3rd)~~, ~~sixth (6th)~~ and **fourth (4th)** ~~ninth (9th)~~ work month prior to the completion of the probationary period.

B. Workday, Workweek, Work year

5. Any day in which schools are forced to close because of emergency conditions shall be considered a regular workday for all twelve month employees. **"If the District determines that it is essential for a twelve month employee to continue to perform their work, they will be required to report for duty as directed by the District or use their leave. If the District determines that it is not essential for a twelve month employee to report to work, they will not receive any deduction in pay, nor have to use any leave for this time period.**

7. Employees on contracts other than twelve months who are asked to work by their supervisor on an emergency closure day will be credited with compensatory time-off **or the equivalent in pay in addition to their regular salary.** Compensatory time-off will be granted on an hour-for-hour basis **and any overtime (if applicable) will be paid per contract.**

H. Extra Work Assignments

2. This work will be paid at the employee's current rate of pay, if work is in **the same or lower** classification. Work completed by an employee working as a substitute for another employee in a ~~different~~ **higher** classification shall be paid at Step **4 A** of the **classification of the position being substituted** ~~appropriate classified employee salary range or appropriate higher step to ensure an increase in salary of at least 5%.~~

J. Transportation

7. Standby Time

b. If a driver ~~has a trip in between regular runs and stays within one (1) hour of~~ **between any driving times (between routes, trips, etc.)** ~~the regular route time,~~ it will be considered standby time. **Drivers will be expected to perform job-related duties during standby time when work is available.**

L. Uniforms

For the Classified employees whose position with the District requires that they wear a District uniform (Currently: Maintenance, Grounds and Custodial Staff), the employees will be provided with a uniform or uniforms by the District on an as needed basis as requested by the employee and as determined by the District. These uniforms (pants and shirts) will continue to be purchased by the District on behalf of the Maintenance, Grounds and Custodial staff. The amount per employee will most likely vary from employee to employee due to the differing nature of the work.

According to the Internal Revenue Service (IRS) said uniforms are seen as taxable income to the employee. To offset this increase in tax burden for the employee the District will compensate the employees receiving a uniform based on the formula below ~~in 2(a)~~ as provided by the IRS. For purposes of determining a stipend to pay to each employee to cover the tax implications for the value of the clothing purchased, a 30% tax rate will be assumed for each employee. The stipend will be calculated as follows (the example calculation assumes the value of clothing to be \$200):

$$\text{Stipend} = \frac{\text{value of clothing}}{(1.0 - .30)} - \text{value of clothing} = \frac{\$200}{.70} - \$200 = \$285.71 - \$200 = \$85.71$$

The Stipend Amount in this example would = \$85.71. The employee's W-2 would reflect \$200 other compensation, \$85.71 wages. This same formula would apply to

each employee receiving a uniform with a stipend amount differing based on the value of the clothing received.

3. Article IV: Employee Benefits shall be revised as follows:

I. Holidays

1. All employees as part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

New Year's Day

Martin Luther King Day

Washington's Birthday

Lincoln's Birthday

Memorial Day

Juneteenth*

Independence Day

Labor Day

Veteran's Day

Admission Day (Admission Day Holiday will be reflected on the District calendar the Wednesday before Thanksgiving)

Thanksgiving Day and the day following

Christmas Day

Day after Christmas^

and every day appointed by the President, or the Governor of this State as provided for in subdivisions (b) and (c) of Section 37220 of the California Education Code which requires schools to be closed. Any day declared a holiday by the Governing Board under Education Code 37222 and 45203 which requires schools to be closed shall be a paid holiday for eligible employees.

***For employees who are in paid status during any portion of the work days immediately preceding and succeeding Juneteenth (or the observed day), Juneteenth will be a paid holiday. When Juneteenth falls on a Saturday, Sunday, or Monday, non twelve (12) month employees that are in paid status during any portion of the Friday immediately preceding the Juneteenth holiday shall receive that day as a day off with pay and it will count for one of their work days for that year.**

^Twelve (12) month employees will receive the day after Christmas off. This will be in lieu of receiving additional day(s) off due to the work year during certain years being more than 260 scheduled workdays.

2. Regular employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

All District schools and offices will be closed on Christmas Eve and New Year's Eve. Employees are not required to report to work on these days.

~~When New Year's Eve day and Christmas Eve fall on a regular work day, employees of the District who work their regular shift up to 4 hours shall be considered working a full day.~~

~~When New Year's Eve day and/or Christmas Eve day fall on a Saturday or Sunday, the previous Friday will fall under the above working hours.~~

When Christmas Eve and New Year's Eve days fall on a Friday, all District schools and offices will be closed on the preceding Thursday. When Christmas Eve and New Year's Eve Days fall on a Saturday or Sunday, all District schools and offices will be closed on the preceding Friday. Employees are not required to report to work on these days and twelve (12) month employees will remain in paid status.

When the day after Christmas falls on a Saturday or Sunday, the following Monday will be the day off observed. When it falls on a Monday, the following Tuesday will be the day off observed.

K. Retiree Benefits

~~3. The District's obligation under this provision shall not exceed \$3,600.00 per year for a maximum of five (5) consecutive years or to age 65, whichever comes first. Or the District's obligation under this provision shall not exceed \$6,000 per year for a maximum of three (3) consecutive years or until age 65, whichever comes first. Part-time employees' retiree benefits will be prorated in the same ratio as their regular work hours per day, days per week, weeks per month, or months per year at their effective date of retirement. This amount will be paid directly to appropriate insurance carriers.~~

The District obligation under this provision shall not exceed the amount equal to the Kaiser Health HMO Retiree only Rate plus dental and vision, not to exceed \$1201.99 monthly. This retiree benefit will be for a maximum of seven (7) consecutive years or until the age of sixty five (65), whichever comes first for unit members with 15-19 years of consecutive service in the Western Placer Unified School District. For unit members with 20 or more years of consecutive service in the District, the retiree benefit will be for ten (10) consecutive years or until age of sixty five, whichever comes first. Part time employees' retiree benefits will be prorated in the way as their current rate of benefits at their effective date of

retirement. This amount will be paid directly to appropriate insurance carriers. For members who retire at 65 years or older with 20 or more years of consecutive service within the District, they will be entitled to a one time lump sum payment of \$5,000 paid through supplemental payroll. The retiree is responsible for any tax implications of the lump sum payment.

4. Benefit (K.3.) is available to employees who:

a. Submit in writing their letters of retirement by March 1st **(this date may be waived by mutual consent of both parties)**, and

B. Elect, in writing, to receive this benefit.

4. Article VI: Salaries:

Tentative agreement has been reached between the Western Placer Unified School District and the California School Employees' Association: Chapter #741 on Article VI: Salaries.

Salary Increase for Bargaining Unit Members:

The Parties agree to the following salary schedule changes for the 2022-2023 school year:

- **2022-2023 Salary Schedule Change: 4% increase applied to all cells of the 2021-2022 salary schedule effective July 1, 2022.**

The Parties agree to the following contingency language related to salary schedule changes:

- **If any other bargaining unit in the District is granted a compensation increase for 2022-2023 and/or 2023-2024 which is greater than that of the Association (CSEA) agreed to herein, the Association shall be entitled to that same compensation increase for 2022-2023 and/or 2023-2024.**

Article VI: Salaries shall be revised as follows:

F. Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure an increase in salary **of at least 5% as a result of the promotion**. The District may, at its sole discretion due to related experience, place the employee at a higher range up to Step **E F** on the salary schedule.

G. Out of Class Work

Upon mutual agreement, if a bargaining unit member, during their normal working hours, is temporarily assigned to work in a lower classification, they shall receive their current rate of pay. If a bargaining unit member is temporarily assigned to work in a higher classification, their rate of pay, while working out of class, shall be at step 4 **A** of the higher classification in which they are temporarily working or the next higher step in that classification that ensures the employee is receiving an increase in their regular hourly rate **of at least 5%**. This section (G) does not apply to “extra work” in addition to the normal hours of the employee which is described in Article III (H).

I. Bilingual Stipend

- 1. Due to a need for use of their non-English speaking and interpreting skills in the workplace. The District shall designate an employee(s) at any work site where these skills are required.**
- 2. An employee utilizing their bilingual skills in his/her job shall be required to take an oral/written exam to be eligible for the bilingual stipend at a selected site. Once achieving a passing score, the employee's permanent job classification takes precedence over the additional bilingual stipend assignment.**

To qualify for this stipend, use of a second language must be a major job function and not included in the job description of the employee. The selected employee(s) who qualify for the stipend shall receive a 2% increase on their yearly rate of pay until such time that the bilingual skills are no longer needed, as determined by site administration. Payment will be made on the 10th of the month following the end of each trimester/semester.

Site administration reserves the right to designate a new and/or additional bilingual stipend recipient(s) each trimester/semester or remove such designation, if necessary.

The qualified employee will be responsible for speaking, writing and interpreting in the identified language at the school's location on an as needed basis during their normal working hours.

5. Article VII: Vacancies/Transfers/Promotions shall be revised as follows:

F. Employee Initiated transfer

If a **permanent employee member** of the Classified Bargaining Unit applies for a vacancy in the same classification in which they currently hold a position (Lateral

transfer), the employee shall **be awarded the position** ~~receive a priority consideration for the vacancy~~ unless the employee has received a less than satisfactory evaluation on their most recent evaluation **and/or there has been an adverse documented personnel issue (Evaluation and/or documented adverse personnel issue must be within previous 12 months prior to the posting, or will not be a factor for receiving the position). The personnel issue must predate the posting date for the position the unit member has applied for. The issue may not be part of the employee's personnel file.** If an employee has received a less than satisfactory evaluation on their most recent evaluation, a lateral transfer may still be granted upon mutual consent of CSEA and the District. If more than one employee applies for the same lateral transfer opportunity, the employee with the most Classified Bargaining Unit seniority, within the classification, shall be awarded the position if their most recent evaluation is satisfactory or upon mutual consent of CSEA and the District. Ties in seniority within classification shall be determined by total District seniority (Initial hire date). A tie in District seniority will be determined by lot.

If an employee has received a less than satisfactory evaluation on their most recent evaluation and/or documented adverse personnel issue within the previous 12 months prior to the posting, a lateral transfer may still be granted upon mutual consent of CSEA and the District.

If more than one employee applies for the same lateral transfer opportunity, the employee with the most Classified Bargaining Unit seniority, within the classification, shall be awarded the position if their most recent evaluation is satisfactory and/or there has not been an adverse documented personnel issue (Evaluation and/or documented adverse personnel issue must be within the previous 12 months prior to the posting, or will not be a factor for receiving the position). The personnel issue must predate the posting date for the position the unit member has applied for. The issue may not be part of the employee's personnel record. If the senior employee has received a less than satisfactory evaluation and/or there has been an adverse documented personnel issue, the bargaining unit member next in line with seniority who applied for the lateral transfer shall receive the position unless they too have received a less than satisfactory evaluation and/or documented adverse personnel issue within the previous 12 months prior to the posting. The personnel issue must predate the posting date for the position the unit member has applied for. The issue may not be part of the employee's personnel record. If no permanent employee that applies for a lateral transfer in the classification has a current satisfactory evaluation and/or is without a documented adverse personnel issue for the previous 12 months, one of the internal applicants may still be chosen upon mutual consent of CSEA and the District. Ties in seniority within classification shall be determined by total District seniority (Initial hire date). A tie in District seniority will be determined by lot.

A lateral transfer is a transfer of a permanent employee from one position to another open position in their current Classification, regardless of the amount of hours of the position (An employee can transfer from fewer hours currently worked to more hours or from more hours to fewer hours, or the same amount of hours).

Any permanent employee in the same Classification who expresses interest in a vacancy and is not selected may, upon request, be provided a written explanation of the reason they were not selected.

H. Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this agreement shall be moved to the appropriate range and step of the new class to ensure an increase in salary as a result of the promotion which will be no less than ~~2~~⁵%.

~~Interview panels: CSEA may be given the opportunity to participate on interview panels for bargaining unit positions. A minimum of two names from each job classification will be given to the Director of Human Services by February 1st of each year. If the District chooses to include CSEA unit representatives in the classified interview process, a representative included on the list from the same classification will be used. This does not preclude other CSEA members from other classifications participating in the process~~ **will have at least one member on the interview panel for classified interviews, unless otherwise notified by the CSEA President, or designee. The interview panel lead administrator will be responsible for putting together the interview panel which will include at least one CSEA member. Personnel Services will notify the CSEA President, or designee, when an interview panel is being convened. The CSEA President, or designee, will determine and inform Personnel Services if a CSEA board member is required to be included in the interview panel. The CSEA President, or designee, will notify Personnel Services in the event that a CSEA board member and/or a CSEA member is unavailable and/or not required for an interview panel.**

K. Resignations

2. Employees must check out with **their** immediate supervisor or Personnel ~~before~~ **by** the last day of work.

6. Article IX: Layoff and Reemployment shall be revised as follows:

E. Notification to Employees

The District shall notify the affected employees in writing **of any possible layoff, for the ensuing year in accordance with California Assembly Bill 438** ~~a minimum of sixty (60) days prior to the day of any layoffs.~~

7. Article X: Grievances shall be revised as follows:

A. Definition

1. A grievance is a formal written complaint alleging that there has been a substantial misapplication/misinterpretation of this agreement with the Western Placer Unified School District (See **grievance form Appendix G B**).
2. An employee is a classified person employed by the District.
3. A working day is any day on which the administrative office of the District is open for business.
4. A supervisor is an administrator having immediate jurisdiction over the employee **in which a who is filing the grievance has been submitted**.
5. A grievant may be any employee covered by the terms of this agreement or CSEA.
6. A party of interest is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.
7. An aggrieved person is the employee or CSEA making the claim.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that fall within the definition of a grievance, which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.
2. ~~Nothing contained herein will be construed as limiting the right of the employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjudicated without intervention by CSEA provided that the adjustment is not inconsistent with the terms of this agreement. A representative of the California School Employees' Association shall be present at any phase of the grievance process and shall be given an opportunity to state their views. The CSEA representative may act as the grievance's spokesperson.~~

~~3. At the request of the aggrieved, a representative of the California School Employees' Association or any representative the employee selects shall be given the opportunity to be present at such adjustment hearings and to state their views. The employee representative may act as the grievance's spokesperson.~~

C. Procedure

Since it is important that the grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Informal Level

Before filing a formal grievance, the grievant will attempt to resolve it by informal conference with his/her immediate supervisor directly, with the objective of resolving the matter at the lowest possible level. The grievant has the right to have a union representative present during the informal conference. The principal/supervisor will render a written decision within five (5) working days from the date of the conference.

2. Formal Level

LEVEL ONE: FORMAL GRIEVANCE

~~An aggrieved employee will first discuss the grievance with his/her principal or immediate supervisor, directly with the objective of resolving the matter informally. The aggrieved employee shall take LEVEL ONE action within five (5) working days of his/her knowledge of the cause for grievance. The principal/supervisor will render a written decision within ten (10) working days after the presentation of the grievance.~~

If the aggrieved party is not satisfied with the disposition of his/her grievance at the informal level, or no written decision has been rendered within five (5) working days after the conference, a formal written grievance may be filed within sixty (60) calendar days of the grievance's/CSEA's knowledge of an occurrence of an act or omission giving rise to the grievance, the grievant must submit a Grievance Report Form to his/her immediate supervisor which can also be submitted by CSEA.

LEVEL TWO: FORMAL APPEAL TO SUPERINTENDENT

If the aggrieved party/**CSEA** is not satisfied with the disposition of the grievance at Level 1, or if no written decision has been rendered within ~~ten (10)~~ **five (5)**

working days after presentation of the grievance he/she **or CSEA** may file the grievance, in writing, with the Superintendent. ~~and if he/she wishes, simultaneously with the Western Placer Classified Employees' Association.~~ This shall be within ten (10) working days after the written decision at LEVEL ONE ~~or fifteen (15) working days after the grievance was initiated, whichever is sooner.~~ ~~If a problem is going to be studied in depth, the superintendent shall be notified.~~ and a copy will be provided to the Western Placer Classified Employees Association.

Within ten (10) working days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person and, ~~upon request of the employee, a representative of the California School Employees' Association.~~ ~~Or any representative the employee selects.~~

LEVEL THREE: BINDING ARBITRATION

If the grievant/**CSEA** is not satisfied with the decision at ~~Step~~ **Level TWO**, the Association may, within ten (10) working days, appeal the decision in writing. The Superintendent shall, within twenty (20) working days of receipt of the appeal, seek a list of five (5) experienced arbitrators from the California State Mediation and Conciliation Service. The Association and the Superintendent or his/her designee shall meet and select by lot the arbitrator who shall schedule a hearing and render a final and binding award in accordance with the rules of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement. Any and all costs for services of the arbitrator shall be paid equally by CSEA and the Western Placer Unified School District.

D. Rights of employees to representation

An employee, or a group of employees, may **be represented at the informal level of the grievance procedures and will** be represented at all **formal levels** ~~stages~~ of the grievance procedures by ~~the employee himself/herself, members of the group, or, at their option, by anyone they select.~~ ~~If an employee is represented by California School Employees' Association, the organization may have the right to be present and to state its view during the grievance procedure.~~ **a representative of the California School Employees' Association who has the right to state its views during the grievance procedure.**

8. Article XIII: Evaluations shall be revised as follows:

B. Probationary Employees

1. Performance evaluations for a Probationary Employee shall, where feasible, be given approximately at the end of the ~~third (3rd)~~ **second (2nd)**, ~~sixth (6th)~~ and **fourth (4th)** ~~ninth (9th)~~ work months prior to completion of the probationary period **of six (6) months** (As described in Article III(A)). A special evaluation report may be submitted at any time if desired by the employee's supervisor. The probationary period is an extension of the selection process and Probationary Employees may be released without cause at any time during the probationary period.

9. Article XV: Association Rights shall be revised as follows:

C. Association Responsibilities

2. ~~In the event that a unit member shall not comply with the requirements set forth in Article XII, paragraphs A, B, or C, the Association shall so inform the District, and the District shall immediately begin automotive payroll deduction in the same manner as~~ set forth in Section A of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

10. Article XX: Duration shall be revised as follows:

This agreement shall be in full force and effect from July 1, ~~2019~~ **2022** through June 30, ~~2022~~ **2025** and shall remain in effect until a successor agreement is negotiated by the parties.

Re-opener Provisions: During the term of this agreement, the parties may annually reopen negotiations only in the areas of Article VI Salaries, Article IV Employee Benefits, and two (2) articles of choice by either party unless otherwise mutually agreed.

*Except as otherwise provided in this agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

*This agreement establishes no past practice or precedent.

*In the event any term of this agreement shall, to any extent, be found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable.

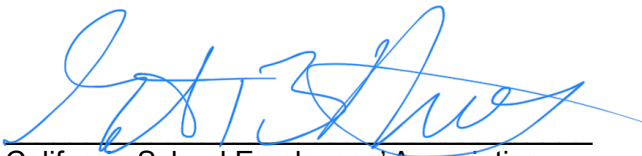
*This agreement shall be governed by and controlled in accordance with the laws of the State of California.

Moe Kang

California School Employees' Association
Labor Relations Representative
Moe Kang

5/11/2022

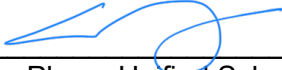
Date



California School Employees' Association
(Chapter #741)
Gustavo Nevarez, President

5-11-2022

Date



Western Placer Unified School District
Cliff De Graw, Assistant Superintendent of Personnel Services

5/11/2022

Date

5/23/2022

Date Ratified by CSEA Chapter #741 Members

6/21/2022

Date Adopted by Board of Trustees

**APPENDIX F: MEMORANDUM OF UNDERSTANDING REGARDING INSTRUCTIONAL
AIDE-SPECIAL EDUCATION TRANSFER RIGHTS**

MEMORANDUM OF UNDERSTANDING
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION:
CHAPTER #741

February 19, 2016

WHEREAS, WPUSD and CSEA Chapter #741 agree that the District's Instructional Aides-Special Education retain certain transfer rights.

WHEREAS, WPUSD wishes to provide equitable and fair compensation to its employees.

WHEREAS, WPUSD and CSEA Chapter #741 have had previous discussions regarding this topic. Chapter #741 and WPUSD both desire to memorialize the decision.

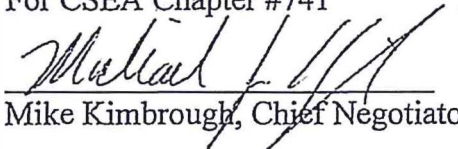
NOW, THEREFORE WPUSD AND CSEA Chapter #741 AGREE AS FOLLOWS:

1. Instructional Aide-Special Education incumbents who transfer to the position of Paraprofessional, Specialized Physical Health Care shall retain their hire date for the purposes of seniority in the Paraprofessional, Specialized Physical Health Care position.
2. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.
3. This MOU shall be governed by and controlled in accordance with the laws of the State of California.
4. The MOU is contingent and shall become effective upon approval by the California Schools Employee Association Chapter #741 as evidenced by the signature of the CSEA Chapter and WPUSD designees below.

Dated: 2/19/16
For the District:


Gabe Simon, Ed.D., Assistant Superintendent of
Personnel Services

Dated: 2/19/16
For CSEA Chapter #741


Mike Kimbrough, Chief Negotiator