

TENTATIVE AGREEMENT
(RESULTING FROM 2022-2023 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

5. A seniority list, ~~accurate as of July 1,~~ shall be available **provided** to the Association ~~on or before December 1 of each school year~~ **upon request when not available online**. Seniority shall be based upon initial date of hire with the District.

B. Workday, Workweek, Work Year

11. Upon pre-approval of the site administrator, night duty custodians may be provided 1 hour (Sixty minutes) of release time per month to attend scheduled Association chapter meetings.

J. Transportation

5. Special Trip Assignments

- b. Drivers must **complete probation and Special Trip training** ~~have at least six months District driving experience as a permanent driver~~ before they are placed on the special assignment rotation list.

L. Uniforms

For the Classified employees whose position with the District requires that they wear a 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 determined by the District. These uniforms (pants and shirts) **\$700 uniform stipend once per year paid on the July end of month payroll for permanent employees. Probationary employees will be provided with shirts as part of their uniform during their probationary period (6 months). Upon successful completion of the probationary period, probationary employees will receive their uniform stipend at the subsequent end of month payroll. The stipend amount will be used to purchase uniforms items (pants, shirts, jacket). (The District will pay for the one time embroidery setup cost for the vendor). The employee will be able to determine the quantity of each uniform item for purchase with the understanding that uniforms must be kept in a clean and presentable condition throughout the year. These uniforms 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 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 be \$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.

Other job-related clothing that are not part of the uniform include a raincoat, gloves, and head gear (hats) will be provided by the District as needed.

Safety Shoes

The District shall provide an annual reimbursement for the purchase of appropriate safety footwear of the employee's choice in the amount of:

- up to \$175 for Maintenance and Grounds Workers, and Custodial.
- up to \$75 for Food Service employees (must be non-slip, closed-toed shoes with backing)

The safety shoe reimbursement is available for probationary employees during their probationary period (6 months).

Claims for reimbursement shall be requested on the Employee Expense Reimbursement Form.

M. Membership Packets

The District shall include the contact information of the local CSEA chapter membership chair to all new employees.

N. Classroom Coverage

Every attempt shall be made by the District to ensure that it does not happen, but in the event that a classified employee is ever required to cover the classroom when a teacher is not present, and there is no substitute provided for a period of longer than 15 minutes, this uncovered time shall be compensated at the employee's hourly rate on top of their regular pay, which will be documented on the supplemental timesheet.

O. Team Coaching

1. Classified employees who also coach a WPUSD athletics team will make every effort to schedule practices and competitions outside of their normally contracted hours of work.
2. In the event that duties/responsibilities connected to the coaching assignment (such as competitions that are scheduled outside of the unit member's control) must take place during the unit member's normally contracted hours of work, the unit member will notify his or her supervisor as soon as possible so that substitute arrangements, if necessary, can be arranged. The unit member will also complete a district absence form, marking "School Business-Coaching" as the reason.
3. In situations described in 1.b above, the unit member's personal leave banks or any other leaves will not be docked.

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

C. Retiree Benefits

4. Benefit (K.3.) is available to employees who:
 - a. Submit in writing their letters of retirement by March 1st **for fiscal year ending June 30th** (this date may be waived by mutual consent of both parties), and

4. Article V: Leaves shall be revised as follows:

J. Bereavement Leave of Absence

1. Classified employees shall be granted necessary leave of absence, not to exceed ~~three (3)~~ **five (5)** 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, **as defined by Ed Code 45194. The five days need not be taken consecutively, but must be used within three months of the date of death.**

5. Article VI: Salaries shall be revised as follows:

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 2023-2024 school year:

- **2023-2024 Salary Schedule Change: 4% increase applied to all cells of the 2022-2023 salary schedule effective July 1, 2023.**

*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.

California School Employees' Association
State Labor Relations Representative
Moe Kang



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



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

Date

6.7.23
Date

6/7/23
Date

6/20/2023

Date Ratified by CSEA Chapter #741 Members

6/20/2023

Date Adopted by Board of Trustees