

TENTATIVE AGREEMENT
(RESULTING FROM 2024-2025 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:

B. Workday, Workweek, Work Year

9. Employees are required to complete legally mandated trainings upon hire and/or on an annual basis.

- a. **Employees should work with their supervisor to schedule time during their work day to complete these trainings, however there may be circumstances which will require employees to complete trainings outside of their work day.**
- b. **Employees who work 4 or less hours a day (20 hours a week) may need to complete these trainings outside of their work hours. These employees shall be paid at their hourly rate for the time spent completing mandated training outside of their work hours up to a maximum of the total rated time for all trainings, as listed in the online training system.**
- c. **Employees who work more than 4 hours a day (20 hours a week) are expected to be able to complete the legally mandated trainings within their work day/hours, and should work with their supervisor to facilitate completion. In situations where this is not feasible, and upon pre-approval of his/her immediate supervisor, an employee shall be paid for mandated training completed outside of their work hours/day at their hourly rate for the time spent completing mandated training outside of their work hours up to a**

maximum of the total rated time for all trainings, as listed in the online training system at the appropriate rate of pay as set forth in this Agreement.

J. Transportation

9. Licensing and Driving Certification

- a. Any district employee who uses a district vehicle or a personal vehicle in the performance of district business (e.g. an employee transporting students to/from a school event in their own vehicle) must complete the Volunteer and Employee Vehicle Usage Form and be approved before they are permitted to drive. Employees' driver license information will be processed by the Director of Transportation through the CA DMV Employer Pull Notice Program.

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

B. Posting of Vacancies

Notice of all job vacancies shall be posted on **Edjoin.org** and emailed to all **classified employees using their district email address**. ~~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.~~ **Additions of 3 hours or less to an existing person position in the same classification at the same site will not require the posting process listed above and the existing person will have first right of refusal. If there is more than one position within the same classification at the same site, the more senior employee will have the first right of refusal, with the exception of positions which are tied to 1:1 services provided in an IEP. If the existing employee is not interested in the additional hours, those hours will be posted following the above procedures.**

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 (**employees are limited to one lateral transfer per school year**) 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 **is not required to be documented within** ~~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 **is not required to be documented within** ~~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

2. The District will interview those **employees** who apply and meet the minimum qualifications for promotion prior to filling the vacancy. **If an employee applies for a promotion and is not hired for the position, the district reserves the right to deny interviews to this employee for subsequent promotional vacancies in the same position or classification for the remainder of the school year.**

4. In accordance with Education Code 45113, a permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted.


4. Once the State budget has been approved and there is more clarity on how that may affect district funding, the Parties agree to meet no later than December 19, 2024, to negotiate the following articles:
- Article IV: Employee Benefits
 - Article VI: Salaries

*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.

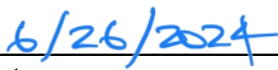
*This agreement establishes no past practice or precedent.

*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.



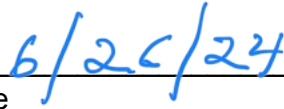
Cliff De Graw
Assistant Superintendent of Personnel Services
Western Placer Unified School District



Date



Jim Houck
Chapter President
Western Placer #741



Date



Kim Howell
Labor Relations Representative
California School Employees Association



Date