

**WSD – Response to WESTA Proposal on
Monday, December 16, 2019**

Agreement 2019/2020

- For 19/20 – Change Steps 12- 24 on BA + 75 by increasing to 3% anniversary steps at 3 year intervals instead of 5 year intervals. New Steps will be 12-14, 15-17. 18-20, 21-23, 24+
 - New Salaries for new ranges are as follows (Retroactive to July 2019)
 - 12-14 = \$88,031
 - 15-17 = \$90,672
 - 18-20 = \$93,392
 - 21-23 = \$96,194
 - 24+ = \$99,080
 - Longevity Step moves from 28 to 27
 - The cost of this Realignment = 1.59% (~\$111,535)

- For 19/20 – add the longevity step as follows: Add additional longevity at 35 years – Employees with 35 or greater years of service with WSD will receive an additional yearly longevity stipend of \$3,500 – (effective July 2019)
 - The cost of the new 35-year longevity step .05% (~\$3500)

- For 19/20 – add salaries for open cells as follows:
 - Step 1 – BA+45 = \$50,406, BA+60 = \$50,406, BA+75 \$50,406
 - Step 2 – BA+60 = \$56,693, BA+75 = \$56,693
 - Step 3 – BA+75 = \$61,908
 - The Salary increase cost = 0% (~\$0.00)

- For 19/20 – Increase Salaries in all cells by 3.07% (Retroactive to July 2019)
 - The Salary increase cost = 3.07% (\$214,900)

- Total Agreement Cost = 4.71% - (~\$329,935)




- All Language Changes – Language Changes as All Effective Upon Ratification

Agreement regarding placement of employees (Article 12)

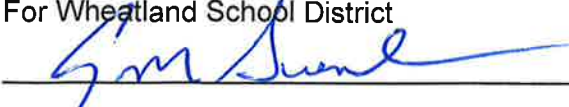
WESTA and the Wheatland School District Agree that this Agreement will resolve the issue related to Article 12 Initial Placement

Signed Off on December 16, 2019

For WESTA

	Eric Garren – Bargaining Chair
	Laura High – Bargaining Team Member
	Melissa Jensen – Bargaining Team Member

For Wheatland School District

	Craig Guensler - Superintendent
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Language Changes – Language Changes as All Effective Upon Ratification

➤ Bereavement Leave

- 7.5.1 Every teacher shall be entitled to ~~four (4)~~ **five (5)** days of paid leave of absence, ~~or five (5) days if travel of four hundred (400) miles or out of state is involved,~~ on account of death of any member of his/her immediate family. This leave shall not be deducted from his/her sick leave.
- 7.5.4 **Any Other Family Member or Additional days may be granted, with Superintendent Approval, for extenuating circumstances.**
- 7.5.5 **The days of bereavement leave need not be consecutive.**
- 7.5.6 **The bereavement leave must be completed within 3 months of the date of death of the person listed in subdivision.**

➤ 7.15 In lieu of a Catastrophic Leave Program, the District may institute a voluntary donation of leave program for any employee needing such help

- 7.15.1 **Catastrophic illness” or “catastrophic injury” means an illness or injury that is expected to totally incapacitate the employee for an extended period of time.**
- 7.15.2 **This term shall also apply in instances where the employee is required to be absent from work for an extended period of time to care for a spouse, minor child or parent who has experienced a “catastrophic illness” or “catastrophic injury.”**
- 7.15.3 **An employee may donate up to three (3) days of his/her accrued sick leave to any employee whether they be certificated, classified, confidential, secretarial, administrative or other who has been determined to have a need for said leave.**
- 7.15.4 **The three (3) days is based on hours of the recipient – ie 3 days for a teacher = 24 hours; 3 days for a 3.5-hour para educator = 10.5 of donation time**
- 7.15.5 **Donations may be made in hour increments.**
- 7.15.51 **Donations shall be authorized in writing either on paper or via email.**
- 7.14.52 **Once donated, hours shall be irretrievable.**
- 7.15.53 **Any hours donated that are not needed by the recipient due to loss of life or other will not be returned and will be voided.**
- 7.15.6 **Days/hours donated shall be without reference to the daily rate of the donor or the recipient.**
- 7.15.7 **To receive donated sick leave, the employee must have exhausted all of his/her entitlement for paid leave except differential leave which will be utilized after exhaustion of Donated Leave.**

➤ 7.16 Effect of Leaves

➤ ARTICLE 11. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 11.1 Dues
- Any teacher who is a member of the Wheatland Elementary School Teachers Association/CTA/NEA (WESTA), or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, ~~initiation fees and general assessments~~ in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

~~○ 11.2 Agency Fee~~

~~Any teacher who is not a member of WESTA or who does not make application for membership at the effective date of this Agreement or within thirty (30) days from the date of commencement of teaching duties shall, as a condition of continued employment, become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association; however, the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph 11.1. of this Article. In the event that a teacher~~

~~shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph 11.1., the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided in Education Code section 45061 and in the same manner as set forth in Paragraph 11.1. of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.~~

~~11.3 Religious Beliefs~~

~~11.3.1 Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support WESTA as a condition of employment; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one (1) of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

- ~~➤ United Fund~~
- ~~➤ American Cancer Society~~
- ~~➤ American Heart Association~~
- ~~➤ A charity, as defined above, of the unit member's choice~~
- ~~➤ A scholarship fund benefitting public education.~~

~~Such payment shall be made on or before October 15 of each school year.~~

~~11.3.2 Proof of payment pursuant to Paragraph 11.3.1. above shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraphs 11.1. and 11.2. of this Article. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 15 of each school year. The Association shall have the right of inspection in order to review said proof of payment.~~

~~11.3.3 Any unit member making payments as set forth in Paragraphs 11.3.1. or 11.3.2. above, and who requests that the grievance or arbitration provision of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.~~

11.4.2 District Responsibilities

With respect to all sums deducted by the District pursuant to authorization of the unit member, 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.

11.5.3 Association Responsibilities

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

~~11.6 Indemnification and Hold Harmless~~

~~11.6.1 WESTA 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 before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provision of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semi-annual basis.~~

~~11.6.2 WESTA agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in 11.6.1. above.~~

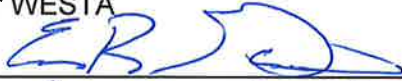
~~11.6.3 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph 11.6.1. or 11.6.2. shall or shall not be compromised, resisted, defended, tried or appealed.~~

➤ 12.4 Credit for Teaching Experience:

- 12.4.1 Credit for teaching experience will be granted on a year-to-year basis up to and including five (5) ~~ten~~ (10) for experience outside the District.

Signed Off on December 16, 2019

For WESTA



Eric Garren – Bargaining Chair



Laura High – Bargaining Team Member



Melissa Jensen – Bargaining Team Member

For Wheatland School District



Craig Guensler - Superintendent