

**WHEATLAND SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its Wheatland School District Chapter #626**

Tentative Agreement for 2020-2021 & 2021-2022

Change or remove is in Red

Add or replace is in Blue

New language added to the contract is underlined

Article 4 – Hours and Overtime:

- **4.8 - Compensatory Time Off:** Employees who are officially authorized to work overtime are paid according to the District policy governing such payments. Except as regulated by federal and state law, employees may elect to have compensatory time off to compensate for overtime. Compensatory time off cannot be accumulated for more than forty (40) hours. **Additional accumulation of compensatory time off hours beyond the 40 hours may be approved by the Superintendent for special circumstances.**
The compensatory time off may be used only with the prior approval of the employee's supervisor, and must be used within twelve (12) months. Additional accumulation of compensatory hours beyond the 40 hours may be approved by the Superintendent for special circumstances.

Article 5 – PAY and ALLOWANCES:

- **5% increase to salary schedule retroactive to July 1, 2021. Retroactive pay is to benefit all employees who were paid during the 2021-2022 fiscal year**
- **5% increase to all listed stipends on the salary schedule**
- **Only current classified employees and still actively employed on the date of this agreement are eligible for the 5% retroactive pay**
- **No retroactive pay for timesheet work prior to execution of this agreement**

Article 5.10

Special Education Para Educators that work 5 hours or more per day and are required to cover the classroom, when the Teacher is not present and no substitute is provided, will receive differential pay for the uncovered hours at \$10/hr. The District will pay for up to two employees per instance. For **special-education** rooms that have more than 2 employees that qualify, they will be paid on a rotational basis. (This is not retroactive)

One Time Off Schedule Stipend - \$1500 (Not part of the Contract)

- **The District would like to express our appreciation for all the hard work of the classified employees have done on behalf of the District, the schools and the students during these tough times. It has been way too hard for way too long. Our staff has worked in unimaginable ways to prioritize the care of our students and ensure they are learning in the healthiest and safest environments. Our staff continues to go above and beyond on a daily basis all to benefit the education of our students.**
- **With that in mind the District will pay a \$1,500 one-time COVID Pandemic stipend to our classified employees**
 - **This stipend will be off schedule**
 - **The stipend will be less mandatory payroll deductions**
 - **The stipend is prorated based on hours per day with the full \$1500 based on an 8-hour day. (examples of proration are as follows: 8-hour employees receive \$1500, 6-hour employees receive \$1125, 5-hour employees receive \$937.50, 3.5-hour employees receive \$656.25, 3-hour employees receive \$562.50)**
 - **Only current classified employees (contracted in 2021-2022) and still actively employed on the date of this agreement are eligible for this one-time payment**

- Employees on a Long Term Leave of Absence will be prorated based on their completed work days
- Employees that began service after the first contracted day will receive a prorated share based on number of days worked for 2021-2022
- Employees hired after the date of this agreement are not eligible for this one-time payment

Article 7 – Employee Benefits:

- No changes

Article 7.1 – Classified Retirement Incentive: (Changes Only)

E. Required District Contribution for Premiums

1. The required annual contribution ~~for the benefits set forth in Appendix C, sections 1., 2., and 3., above~~ shall not exceed ~~Four Hundred Dollars (\$400.00)~~ one thousand dollars (\$1000) per month, twelve thousand dollars (\$12,000 per year).

F. Option 2 – An employee that is eligible for the classified retirement incentive can chose a One Time Cash Incentive instead of the benefit option above.

1. An employee may choose to receive a one-time payment of twenty-five percent (25%) of the employee's last year's base salary instead of the classified retirement medical benefit incentive.

Article 8 – Holidays

Add 8.1.6 Juneteenth (June 19)

- Change as follows:

8.1.6 Juneteenth (June 19)

- ~~8.1.67~~ Independence Day - July 4
- ~~8.1.78~~ Labor Day - first Monday in September
- ~~8.1.89~~ Admission Day - The in-lieu holiday for Admission Day will be taken on the Wednesday before Thanksgiving.
- ~~8.1.910~~ Veterans' Day
- ~~8.1.1011~~ Thanksgiving - fourth Thursday and
- ~~8.1.1112~~ the following Friday in November
- ~~8.1.1213~~ the last workday before Christmas
- ~~8.1.1314~~ Christmas Day
- ~~8.1.1415~~ If December 25 falls on a Saturday, the preceding Friday, December 24, shall be observed as the holiday, and the preceding Thursday, December 23, as an additional holiday. If December 25 falls on a Sunday, the following Monday, December 26, shall be observed as the holiday, and the following Tuesday, December 27, as an additional holiday.

ARTICLE 15 LAYOFF AND RE EMPLOYMENT

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15.1 Layoff:

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

15.1.2 Notice of Layoff: Any layoff shall take place upon written notification to the affected unit member no later than March 15. Notification will also be provided to CSEA, which includes the Labor Relations Representative and Chapter President. ~~Any layoff shall take place upon a minimum of sixty (60) days written notice concurrently to the local unit and affected unit members.~~ Any notice of layoff shall specify the reason(s) for layoff, the identity by name and classification of the unit member designated for layoff, and information on his/her displacement rights, if any, and re-employment rights.

15.1.2.1 Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117. Notification procedures for a reduction in hours or a demotion as an alternative to layoff are outlined in Education Code 45117.

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

15.1.4 Bumping Rights: A unit member laid off from his/her present class may bump into the next lowest class in which the unit member has previously served and has greater seniority, or into an equal class in which the unit member has previously served and has greater seniority in that equal class by virtue of service in said class. The unit member may continue to bump into lower classes in which the unit member has previously served and has greater seniority to avoid layoff. An employee who elects separation in lieu of either bumping or assignment into a lower class shall maintain his/her reemployment rights as defined under this Article.

15.1.4.1 An employee who is to be laid off shall be offered any temporarily vacant position available at that time in the District for which the employee is qualified. If accepted by the employee, his/her effective date of layoff shall be determined by the expiration of that temporarily vacant position, if the position keeps them whole. If declined, there shall be no effect upon the employee's reemployment rights.

15.1.5 Equal Seniority: If two (2) or more unit members subject to layoff have equal class seniority, the layoff determination shall be based on the date of hire in paid status. If two (2) or more unit members have equal seniority and have the same date of hire in paid status, then the order of layoff shall be based on the needs of the District as determined by the District. If the needs of the District are determined to be equal for the two (2) or more employees subject to layoff and they have equal seniority and have the same hire date in paid status, then the determination of which is to be laid off first shall be made by lottery.

15.2 Reemployment Rights:

15.2.1 ~~Laid-off unit members are eligible for re-employment in positions for which they are qualified, as determined by the District for a period of thirty-nine months and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over employment of new applicants. Employees who experience a reduction in hours or a voluntary demotion to avoid layoff shall be given an additional twenty-four (24) months on the re-employment list (total = sixty-three (63) months)~~
Employees who have been laid off shall be placed on a reemployment list for a period of thirty-nine (39) months. Employees who elect fewer hours, or assignment to a lower class, shall be maintained on the reemployment list for an additional twenty-four (24) months (total = sixty-three 63 months). Offers of reemployment shall be made in reverse order of layoff, within class, as vacancies occur.

15.2.2 An employee who has voluntarily consented to fewer hours in paid status in order to avoid separation from active service shall be placed on the

reemployment list. Said employee shall be offered, by seniority, the opportunity to return to a position in his/her former classification with the same assigned hours or more if possible, at the time of layoff/reduction of hours. The intent of this section is to ensure that employees that suffered a reduction in hours are returned to prereduction hours before the District hires a non-bargaining unit candidate.

15.2.3 An employee bumping into a lower-class position shall be offered, by seniority, reinstatement to his/her former class into a position with equal or more hours, at his/her option, as vacancies become available.

15.2.4 Any employee on the reemployment list who applies for a vacant position and meets the minimum qualifications for the position, shall be offered employment in the position before the District offers it to a non-District applicant. No employee shall be removed from the reemployment list unless they submit the request in writing to the District.

15.2.5 Individuals on a reemployment list shall be offered any substitute work to fill temporary or permanently vacant classified bargaining unit positions. Offers will be made based on seniority, starting with the most senior person in the vacant classification. If there is not individual on the reemployment list in the vacant classification, the District will offer the substitute work to the most senior individual on the reemployment list who meets the minimum qualifications for the vacant position.

15.2.6 An employee who is laid off and is subsequently reemployed shall retain that seniority held prior to the effective date of the layoff.

15.3 Unit Member Notification to the District:

15.3.1 A unit member shall notify the District in writing of his/her intent to accept or refuse employment within five (5) working days following receipt of the re-employment notice. ~~Failure by the unit member to tender the written notice to the District within five (5) days, as provided for herein, shall be deemed a refusal of employment by said unit member. The laid-off unit member may decline two (2) offers of employment before relinquishing his/her position on the list. If a unit member on a re-employment list refuses the second offer of employment, no additional offers will be made until the unit member notifies the District in writing that he/she is available for work.~~

15.4 Benefits

15.4.1 Sick leave earned and unused at the time of separation from employment shall be restored upon reemployment.

15.4.2 Sick leave credit will be earned based on the assigned hours.

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

15.5 Violation:

Any alleged violation of the procedural provisions of this Article shall be subject to the Grievance Procedure as set forth in this Agreement.

15.6 Effects of Layoff:

The District agrees to meet and negotiate the effects of layoff upon request by CSEA in the event of a layoff.

15.7 Definition:

Layoff as used herein shall refer to separation from service.

APPENDIX A

WHEATLAND SCHOOL DISTRICT BARGAINING UNIT CLASSIFICATIONS

Appendix A – Wheatland School District Bargaining Unit Classifications

- **Add Garden Nursery Assistant – Range 15**

Appendix B – Salary Schedule:


- **Changes per Article 5**
- **Move Health Aide from Range 11.52 to Range 14.5**
- **Add Garden Nursery Assistant – Range 15**

This concludes all bargaining for 2020-2021 and 2021-2022




Peggy Rutter– CSEA #626 Chapter VP

March 15, 2022
Date



Rachel Kennedy– CSEA LRR

March 15, 2022
Date



Craig Guensler - Superintendent

March 15, 2022
Date