

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

"Excellence for All"

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WJUSD and Classified Employee (CSEA #118) Negotiations Update – October 28, 2020

Contract Negotiations Completed

The District and the classified employees' union (California School Employees Association (CSEA) Chapter #118) reached a Tentative Agreement settling negotiations for the 2019-2020 school year and establishing a new term to the collective bargaining agreement. The Tentative Agreement includes updates to various contract articles and compensation increases for 2019-2020, which include an increase to the District's contribution to health benefits equal to the amount negotiated with other employee groups. The Agreement establishes a new contract term through the 2021-2022 school year. The CSEA negotiations team will follow up with a vote per their bylaws. After ratification by CSEA, the Tentative Agreement will be presented to the Board of Trustees at the next available meeting. A copy of the signed agreement is included with this update.

Phase 2 Reopening

In addition to contract negotiations, the District and CSEA negotiations teams have been meeting to negotiate the effects and impact of the District's plan to initiate its Phase 2 of reopening, as approved by the Board on October 8, 2020. Phase 2 of reopening will involve limited blended learning by expanding in-person instruction and services to special day class students, in-person counseling services, and providing additional in-person supports for select students (e.g., migrant, homeless, and foster care students and students identified for social emotional supports). The District is targeting Monday November 9, 2020 as the date to commence Phase 2 for these students. Many classified employees have continued to report to work in-person since the start of the school year and additional classified employees will be needed in-person for Phase 2 implementation including but not limited to Paraprofessionals, Transportation staff, Campus Safety Coordinators, Health support staff and Preschool staff.

The first session was held on Wednesday, October 18 and the discussion focused on the Phase 2 presentation presented to the Board on October 8, 2020. The parties met again on Monday, October 26 and Director of Equity and Access, Maria Orozco, and Director of College and Career Readiness, Jacob Holt, presented information related to the learning and technology support centers planned for those students with targeted needs (English Learner Newcomers, Migrant, Homeless and Foster Youth). Yesterday, the parties met again and reviewed proposed schedules for in-person instruction for all special day class students. Director of Special Education, Rebecca Foster, presented the schedules and answered questions about the plans for instruction and paraprofessional support. The session ended with the District presenting a proposal for Phase 2. The parties will meet again on Tuesday, November 3, to continue negotiations on impacts and effects of the implementation of this

next phase. Another session is already scheduled for Friday, November 6. The District looks forward to working with the CSEA team on all future phases of reopening our schools.

Thank you,

WJUSD Negotiations Team

Leanee Medina Estrada, Assistant Superintendent, Human Resources

Lewis Wiley, Jr., Associate Superintendent, Business Services

Shannon McClarin, Child Development Coordinator

Tony Peregrina, Director, Transportation

Theresa Dunlop, Director, Human Resources

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT
TENTATIVE AGREEMENT WITH
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS WOODLAND CHAPTER NO. 118
TO SETTLE 2018 – 2019 (COMPENSATION REOPENER) AND 2019 - 2020 NEGOTIATIONS**

This Tentative Agreement is entered into by and between the Woodland Joint Unified School District (“District”) and The California Schools Employees Association and its Woodland Chapter #118 (“CSEA”). District and CSEA may be referred to herein as “Party” or collectively as “Parties.” Any issue, subject, or matter discussed by the District and the Association during negotiations over the 2018-2019 compensation reopener and 2019-2020 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing herein shall have no force or effect.

NOW, THEREFORE, the Parties hereto agree as follows:

WJUSD Proposed Settlement for 2018-2019 (compensation reopener) and 2019-2020

The Woodland Joint Unified School District considers all items as a package proposal to resolve all negotiations for the 2018-2019 (compensation reopener) and 2019-2020 school year as follows:

1. Salary Schedule and Health and Welfare Benefits

- Increase to the District’s contribution to health and welfare benefits from \$540 per month to \$620 per month effective retroactively to July 1, 2019.

Salary Schedule – The District proposes the following:

- Increase the salary schedule by .25% retroactive to July 1, 2019.
- Effective July 1, 2020, add longevity columns 8, 9, 10 and 11. Column 8 will reflect service **completion of 10-14** years. Column 9 will reflect service **completion of 15-19** years. Column 10 will reflect service **completion of 20-24** years. Column 11 will reflect service **completion of 25+** years. Column 8 and column 9 will be an increase of 1% increase on the previous column. Column 10 will be an increase of 1.5% on the previous column. Column 11 will be an increase of 2% on the previous column.
 - For initial placement in the longevity columns (Columns 8-11), employees who have completed at least 1 year at step 7 will be placed in the longevity column equal to their completed years of service as of July 1, 2020.
 - Moving forward, and effective July 1, employees who have completed at least 1 year at step 7 will be placed in the longevity column equal to their completed years of service.

Implementation example: An employee at step 7, as of July 1, 2020, who has completed 34 years of service and who has been paid at step 7 for at least 1 fiscal year, will be placed on column 11 for their respective range as of July 1, 2020.

The intent of the addition of longevity steps is to allow for employees who have reached the maximum step in their range, the ability to increase their pay, after serving at the top step of their salary range for 1 year, based on their completed years of service with the District.

Based on the proposal to increase salary and benefits, the District proposes to amend Article 20 as follows:

Article 20 - Health and Welfare Benefits

20.2.1 The District's contribution of ~~540~~ **620** per month will be provided for full time unit members to be used towards group health, dental, vision, and life insurance premiums.

Based on the proposal to add columns for longevity, the District proposes to amend Article 19 as follows:

Article 19 – Salary Provisions

The District proposes to amend article 19 as follows:

19.8.1 Remove current language and replace with the following:

~~19.8.1 A unit member, upon completion of 15, 20 and 25 years of continuous service with the District shall receive a one-time payment of \$1,500.00. To be eligible, the unit member must be in paid status on the last working day of his/her 15th, 20th and 25th year. A unit member, upon completion of 30, 35 and 40 years of continuous service with the District shall receive a one-time payment of \$2,000. To be eligible, the unit member must be in paid status on the last working day of his/her 30th, 35th and 40th year.~~

~~Payment shall be made on the June payroll warrant.~~

~~This section applies to unit members completing anniversary dates beginning in the 2017-2018 school year.~~

19.8.1 Employees at step 7 will be placed in the longevity column equal to their completed years of service at the time of their annual step advancement in accordance with Article 19.4.1.

Remove Article 19.8.2

~~Full time unit members shall be paid the full amount. Unit members who work less than eight (8) hours per day or forty (40) hours per week will be paid a stipend on a pro-rated basis. For example, a unit member who works four (4) hours per day, five (5) days per week, will be paid a longevity stipend of \$750.00.~~

2. Article 3 – Definitions

The District proposes to amend Article 3 as follows:

3.3 "Probationary" means a ~~bargaining unit member~~ **new employee** hired into the District for the first time in a bargaining unit position, **a bargaining unit member** hired into a new position, **a bargaining unit member hired into a classification that is a promotional opportunity, a bargaining unit member hired into a classification that is a voluntary demotion or a bargaining**

~~unit member~~ hired by the District following a complete break in service. ~~The probationary period shall normally be twelve months for new employees in a bargaining unit positions. The probationary period shall normally be six months for current employees hired into a new position unless extended by the immediate supervisor, but may not exceed 12 months.~~

3. Article 7 - Assignments, Job Vacancies & Transfers

The District proposes to amend Article 7 as follows:

7.7.1 New employees hired into a bargaining unit position **prior to July 1 2020**, shall be considered probationary for one (1) year.

7.7.1.1 New employees hired for the first time in a bargaining unit position, unit members hired into a new position, or unit members hired by the District following a complete break in service, on or after July 1, 2020, shall be considered probationary for 130 days of paid service. For the purpose of calculating 130 days of service, holiday or vacation days shall count towards this calculation, but other days of leave, including but not limited to illness leave, injury leave, bereavement leave, parenting leave or pregnancy leave shall not count towards 130 days of service so as to provide the District with reasonable opportunity to observe and evaluate an employee's performance on the job before determining permanent status. (Randolph v. City of Los Angeles (1977) 67Cal.App.3d 201, 205.).

4. Article 12 – Evaluation and Performance Improvement Plan

The District proposes to amend Article 12 as follows:

~~12.2.1 NEW Bargaining unit members assigned to positions on a probationary basis are to be evaluated are to be evaluated by their supervisors at the end of the third, sixth, and ninth month of service.~~ **New employees hired into the District for the first time in a bargaining unit position or a bargaining unit member hired by the District following a complete break in service on or after July 1, 2020, shall be considered probationary for 130 days of paid service (as defined in Article 7.7.1.1) Two formal evaluations are to be completed during the probationary period. An evaluation must be completed at the end of 90 work days and no later than 15 workdays before the end of the probationary period.** The performance rating ~~completed at the second evaluation (no later than 15 work days before the end of the probationary period) at the end of nine (9) months of service~~ must indicate satisfactory job performance in order for: (1) the bargaining unit member to successfully complete the bargaining unit member's probationary period and (2) achieve permanent status. An unsatisfactory evaluation of a probationary bargaining unit member shall result in dismissal.

~~12.2.1 2 NEW Current Bargaining unit members assigned to positions on a probationary basis are to be evaluated by their supervisors at the end of the third and fifth month of service.~~ **Bargaining unit members hired into a new position, hired into a classification that is a promotional opportunity or hired into a classification that is a voluntary demotion shall be considered probationary for 130 days of paid service (as defined in Article 7.7.1.1). Two formal evaluations are to be completed during the probationary period. An evaluation must be completed at the end of 90 work days and no later than 15 workdays before the end of the probationary period.** The performance rating at the second evaluation (no later than 15 work days before the end of the probationary period) must indicate satisfactory job performance in order for: (1) the bargaining unit member to successfully complete the bargaining unit member's probationary

period and (2) achieve permanent status. An unsatisfactory evaluation of a probationary bargaining unit member shall result in ~~extension of the probationary period not to exceed a total of 12 months~~ return to a similar position in the same job classification in which the bargaining unit member had previously gained permanent status.

5. Article 14 - Leaves of Absence

The District proposes to amend Article 14 as follows:

14.7.3 Immediate Family Member Care Leave

14.7.3.1 Upon written request, except in cases of emergency (where the unit member notifies the supervisor as soon as possible), the District will provide up to ~~five three (3 5)~~ **five (5)** days of leave with pay in any fiscal year for a bargaining unit member to care for a **member's spouse, registered domestic partner, parent, child (as defined under FMLA), or a member of their immediate family who is living in the member's household and who is a legal dependent (for federal income tax purposes) of the bargaining unit member.** ~~member of the unit member's immediate family who is ill and requires the care or attendance of the bargaining unit member.~~ Such leave is not cumulative and shall run concurrently with any leave available under federal and/or state Family and Medical Leave laws.

14.12 Personal Leave

14.12.1 Any permanent bargaining unit member may request in writing an unpaid leave of absence for personal reasons for a period of **no less than 4 months and** up to twelve (12) months. In order to be granted such leave, the request must be submitted by the bargaining unit member to the member's immediate supervisor or department head at least two (2) weeks in advance, except in cases of emergency. If the immediate supervisor or department head approves the request, the Chief Human Resource Officer will review and submit the request to the Governing Board for final decision.

6. Article 17 – Work Week and Work Hours

The District proposes to amend Article 17 as follows:

17.6 Bargaining unit members shall be entitled to take rest periods which shall be counted as hours worked for which there shall be no reduction from wages. Bargaining unit members are entitled to one (1) rest period of fifteen (15) minutes approximately in the middle of each four (4) consecutive hours worked. Rest periods are not authorized for less than for four (4) consecutive hours of work. Each bargaining unit member working ~~six (6)~~ **five (5)** or more consecutive hours is entitled to a duty free meal break approximately at the midpoint of the workday.

7. Article 24 - Transportation

The District proposes to amend Article 24 as follows:

24.3 Extra Work Assignments

24.3.1 Extra work is defined as any work assigned over the contracted number of hours, which may include, activity and field trips, therapy and kindergarten runs and other related duties. All

extra work hours shall be added to the log of hours. Employees who have received a written warning or are in another stage of discipline related to attendance or performance, shall not qualify for Extra Work Assignments. The employee would be eligible to sign up for extra work at the beginning of the following semester provided the employee is not in a progressive step of discipline at the next sign up period.

9. Article 1 – Agreement


The District proposes to amend Article 1 as follows:

1.3 This Agreement shall be effective upon ratification by the parties and expires June 30, ~~2022 2019~~. Unless modified by agreement of the parties, the terms and conditions of the new agreement shall be the same as the agreement in effect on June 30, ~~2019 2016~~.

1.3.1 For the ~~2019-2020~~ **2020-2021** school year, each party may reopen on Salary Provisions and Health and Welfare Benefits and **1 article of the party's choosing**.

1.3.2 For the ~~2017-2018~~ **2021-2022** school year, each party may reopen on Salary Provisions and Health and Welfare Benefits and any articles of the party's choosing.

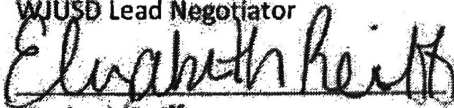
Signatures:



Leanee Medina Estrada
WJUSD Lead Negotiator

10/6/2020

Date



Elizabeth Reiff
CSEA Lead Negotiator

10/7/2020

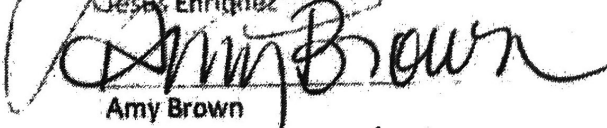
Date



Jesus Enriquez

10/8/2020

Date



Amy Brown

10/08/2020

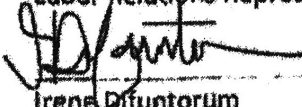
Date



Rebecca Hernandez
Labor Relations Representative

10/08/2020

Date



Irene Difuntorum

10/5/2020

Date



Jacob Miller II

10/8/2020

Date

**CSEA-WJUSD NEGOTIATIONS
DRAFT SALARY SCHEDULE
(+.25% INCREASE AND ADDITION OF LONGEVITY STEPS)**

LONGEVITY - BASED ON COMPLETION OF YEARS OF SERVICE AFTER SERVING 1
FISCAL YEAR AT STEP 7

Range	1	2	3	4	5	6	7	10 - 14 YEARS	15 - 19 YEARS	20 - 24 YEARS	25+ YEARS
6	11.26	11.83	12.41	13.03	13.68	14.37	15.08	15.23	15.38	15.61	15.92
7	11.83	12.41	13.03	13.68	14.37	15.08	15.85	16.01	16.17	16.41	16.74
8	12.41	13.03	13.68	14.37	15.08	15.85	16.62	16.79	16.96	17.21	17.55
9	13.03	13.68	14.37	15.08	15.85	16.62	17.47	17.65	17.82	18.09	18.45
10	13.68	14.37	15.08	15.85	16.62	17.47	18.36	18.54	18.72	19.01	19.39
11	14.37	15.08	15.85	16.62	17.47	18.36	19.25	19.44	19.63	19.93	20.33
12	15.08	15.85	16.62	17.47	18.36	19.25	20.21	20.41	20.62	20.93	21.34
13	15.85	16.62	17.47	18.36	19.25	20.21	21.22	21.44	21.65	21.97	22.41
14	16.62	17.47	18.36	19.25	20.21	21.22	22.31	22.53	22.75	23.10	23.56
15	17.47	18.36	19.25	20.21	21.22	22.31	23.40	23.63	23.87	24.23	24.71
16	18.36	19.25	20.21	21.22	22.31	23.40	24.57	24.82	25.07	25.44	25.95
17	19.25	20.21	21.22	22.31	23.40	24.57	25.78	26.04	26.30	26.70	27.23
18	20.21	21.22	22.31	23.40	24.57	25.78	27.08	27.35	27.62	28.04	28.60
19	21.22	22.31	23.40	24.57	25.78	27.08	28.44	28.73	29.01	29.45	30.04
20	22.31	23.40	24.57	25.78	27.08	28.44	29.85	30.15	30.45	30.91	31.53
21	23.40	24.57	25.78	27.08	28.44	29.85	31.35	31.66	31.98	32.46	33.11
22	24.57	25.78	27.08	28.44	29.85	31.35	32.91	33.24	33.57	34.08	34.76
23	25.78	27.08	28.44	29.85	31.35	32.91	34.56	34.90	35.25	35.78	36.50
24	27.08	28.44	29.85	31.35	32.91	34.56	36.28	36.64	37.01	37.56	38.32
25	28.44	29.85	31.35	32.91	34.56	36.28	38.11	38.49	38.87	39.45	40.24
26	29.85	31.35	32.91	34.56	36.28	38.11	40.01	40.41	40.81	41.43	42.25
27	31.35	32.91	34.56	36.28	38.11	40.01	41.99	42.41	42.84	43.48	44.35
28	32.91	34.56	36.28	38.11	40.01	41.99	44.12	44.56	45.01	45.68	46.60
29	34.56	36.28	38.11	40.01	41.99	44.12	46.34	46.80	47.27	47.98	48.94
30	36.28	38.11	40.01	41.99	44.12	46.34	48.64	49.13	49.62	50.36	51.37

Employees are eligible for longevity steps (columns 8-11) after employee has completed at 1 fiscal year at step 7 and has completed the years of service listed as of June 30.

Effective TBD
 Column 8 - completion of 10-14 years of service and after 1 year at step 7, 1% increase
 Column 9 - completion of 15-19 years of service and after 1 year at step 7, 1% increase
 Column 10 - completion of 20-24 years of service and after 1 year at step 7, 1.5% increase
 Column 11 - completion of 25+ years of service and after 1 year at step 7, 2% increase