

**Tentative Agreement
Between
Wright Elementary School District
And
California School Employees Association, Chapter 835**

The Parties Agree as follows:

1. The term of the Agreement shall be November 1, 2023 through October 31, 2026.

2. Compensation:

For the 2023-24 school year, the parties agree to the following regarding compensation:

a. The Classified salary schedule shall be increased by 8%, effective July 1, 2023.

b. Each unit member who was employed in the 2022-23 school year and continues to be employed in the 2023-24 school year shall receive a one-time, off-schedule bonus of \$2,000.00, which shall be prorated based upon FTE and the unit member's start date during the 2022-23 school year. This payment shall be made no later than the December 2023 supplemental payroll.

c. Additionally, beginning the 2024-25, the work year for each employee in the classifications of Bilingual Community Liaison, School Nurse Assistant, Lead Cook, Cook, and Assistant Cook shall be increased by one day, to allow for one day of professional development.

3. Article 6.4.2 shall be amended as follows:

The method by which overtime shall be compensated (cash or compensatory time off) shall be determined by mutual agreement between the district and the unit member at the time the overtime is offered.

4. Article 7.3.3 shall be amended as follows:

The unit member to be transferred shall be given ~~ten (10)~~ **fifteen (15)** working days advance notice and a reason(s) for impending transfer. At the unit member's request, the reason shall be put in writing.

5. Article 8.7.1.2 shall be amended as follows:

CSEA 835 and the District agree that Personal Necessity Leave will not be used for social, recreational, entrepreneurial or Association related activities, and shall not be used to extend a vacation or holiday.

6. Articles 8.9 through 8.11 shall be amended as follows:

8.9 ~~Maternity Leave~~ Pregnancy Disability Leave

~~8.9.1 Maternity Leave is provided to female unit members who choose to be absent from their duties because of pregnancy or convalescence following childbirth. **The District shall provide for a leave of absence or accommodation for any unit member who is disabled due to pregnancy, miscarriage, childbirth and related medical conditions.**~~

~~8.9.2 The unit member shall give notice of pregnancy, expected due date and a physician's certificate verifying pregnancy to the principal and/or the District Office as early as possible before commencing the leave, **the need for leave and/or accommodations but not less than thirty days prior to the expected date of delivery, if applicable. The request should include certification from the unit member's health care provider of the disability.**~~

~~8.9.3 The unit member shall, at the earliest date possible, in no event later than four (4) weeks prior to the actual commencement of maternity leave, notify her school principal and the District Office of the date on which she will commence maternity leave. She shall not continue to work beyond such date. She may commence maternity leave at an earlier date only if she becomes physically incapable of performing her duties, when certified by her physician.~~

~~8.9.4 A unit member who has commenced maternity leave shall not return to her duties until after her delivery or the pregnancy is otherwise terminated. She shall submit a notice of intent to return to work four (4) weeks prior to resuming her position, request an extension of leave, or submit a resignation if she does not intend to return. She may return to her duties as soon after delivery or termination of pregnancy as she can provide a written statement, signed by her physician, certifying that she is physically and mentally capable of returning to full employment. Maternity leave for prior pregnancy shall not be resumed after having returned to full employment.~~

~~8.9.5 Maternity leave shall be without pay and shall not exceed six (6) months duration.~~

~~8.9.6 Sick leave may be taken during the period of time a unit member is on maternity leave, when the sick leave is for the condition of pregnancy, a sickness arising out of pregnancy, or the recovery from childbirth.~~

8.9.3 The District will grant unit members up to four (4) months (or 17 and 1/3 work weeks for a full-time employee) of unpaid leave under this section. Unit members may use their accumulated and unused sick leave during the period of disability, which shall be treated as a temporary disability.

8.9.4 Unit members who remain disabled (as determined by their health care provider) after exhausting their entitlement to leave under this section may request additional unpaid leave as a reasonable accommodation.

8.9.5 The purposes of this section is to provide Pregnancy Disability Leave in accordance with Government Code 12945, and further interpretations of this law and accompanying regulations, including those that are in conflict with this section, will apply.

~~8.10 Use of Sick Leave for Maternity Purposes~~ **Parental Leave**

~~8.10.1 A unit member may apply for paid sick leave due to pregnancy when it is verified by a physician that she is no longer able to work due to the condition of pregnancy, a sickness arising out of pregnancy, or the recovery from childbirth.~~

~~8.10.2 Sick leave for maternity purposes shall commence on the date her physician decides that continued fulfillment of her duties would be detrimental to her health or the health of her unborn baby and shall terminate on the date her physician decides she can return to work.~~

8.10.1 Parental Leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

8.10.2 The District shall provide eligible employees, in accordance with Education Code 45196.1, paid Parental Leave upon exhaustion of accumulated sick leave, for up to twelve (12) work weeks, at a rate of at least 50% of their regular pay. The intent is to implement the terms and conditions of Education Code Section 45196.1, and further interpretations of this law will apply even if in conflict with this section.

8.10.3 The unit member will notify the District at least 30 days in advance of this leave being taken, unless a specific date or time frame is not known -for example in the case of some adoptions or foster placements – in which case the employee will provide the District with as much notice as possible, as soon as the date is ascertained.

~~8.11 Combining Maternity Leave and Sick Leave for Maternity Purposes~~

~~Nothing shall prevent a unit member from combining Maternity Leave and Sick Leave for maternity purposes for the same pregnancy. The unit member shall designate, prior to the first day of either type of leave, which days of absence shall be taken as Maternity Leave and which days shall be taken as Sick Leave.~~

7. Article 8.15.1 shall be amended as follows:

~~8.15.1 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Medical Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member.~~ **The District shall provide eligible employees with unpaid leave for up to twelve (12) work weeks in a twelve-month period in accordance with the federal Family Medical Leave Act and/or California Family Rights Act (together, "Family Care Leave"). This leave runs concurrently with any paid time off. These statutes are different, and one or both may apply to a particular situation; when both apply, they will run concurrently.**

8. Article 10.4 shall be amended as follows:

Class shall mean classification throughout this Agreement. Any layoff shall be effected within a class. The order of layoff shall be based on seniority date of hire.

9. Article 10.7 shall be amended as follows:

If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot drawn at the time of hire.

10. Article 12.1.1 shall be amended as follows:

Classified unit members shall serve a period of probation which shall be ~~twelve (12) months in duration~~ six (6) months or 130 days of paid service, whichever is longer.

11. Article 12.2.1 shall be amended as follows:

A permanent employee is one who has completed an initial probationary period of ~~twelve (12)~~ six (6) months beyond the initial date of employment by the District and is referred to in this procedure as a "unit member." Discipline shall be imposed on a permanent member of the classified bargaining unit only for ~~just~~ cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing District.

12. Article 14.1 shall be amended as follows:

Unit members shall be entitled to the following paid holidays provided they are in a paid status for any portion of the working day immediately preceding or succeeding the holiday:

New Years Day

Martin Luther King's Birthday

Lincoln Day (as observed)

Washington Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

The Day Following Thanksgiving Day (in lieu of Admissions Day)

Christmas Day

Plus one additional day per year, as determined by the District and CSEA.

13. Article 18.1 shall be amended as follows:

The District shall not discriminate against any employee on the basis of race, sex, **gender (including pregnancy, childbirth, breastfeeding and related medical conditions)**,

creed, religion, color, ancestry, national origin, age, sexual orientation, gender identity, gender expression, medical condition, genetic information, ~~domicile~~, marital status, disability (both mental and physical), military or veteran status, or membership in any employee organization ~~nor for the lawful exercise of their constitutional rights.~~

13. Article 20.11 shall be amended as follows:

~~The District shall have the discretion to initially place a new employee at up to Step 3 of the Classified Salary Schedule based on like experience.~~

The District may recognize up to all years of the same or related field experience and place the employee at the appropriate salary placement, which will be determined at the time of hire. The appropriate salary placement will be determined by the employee providing related work experience and the district may allot year for year experience not to exceed fifteen (15) years.

14. Article 24 shall be amended as follows:

24.1 Term of Agreement

This Agreement shall remain in full force and effect from the date of ratification through October 31, ~~2023~~2026.

24.2 ~~The parties shall be able to reopen as followed:~~

~~2020-2021 — Successor of full contract
2021-2022 — Article 20 — Wages and Article 21
 Article 21 — Health and Welfare Benefits
2023-2023 — Article 20 — Wages and Article 21
 Article 21 — Health and Welfare Benefits~~

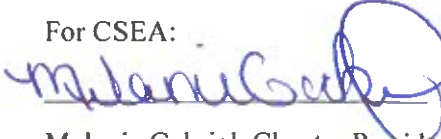

Negotiations are closed for the 2023-24 school year.

The parties shall be able to reopen as follows:

2024-25 Articles 20 and 21, and two articles of each parties' choosing
2025-26 Articles 20 and 21, and two articles of each parties' choosing

24.3 If any provisions of this Agreement are held to be contrary to law by the Public Employment Relations Board, new legislation, or a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

15. This shall close negotiations for the 2023-24 school year.

For CSEA:  Date: 9/11/23
Melanie Gabriel, Chapter President #835
 9/11/23

For WESD:  Date: 9/11/2023
Lisa Saxon, Superintendent



California
School
Employees
Association

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Adam Weinberger
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



September 13, 2023

Via Electronic Only
mgabriel@wrightesd.org

Melanie Gabriel
Chapter President 835
2128 Natasha Court
Santa Rosa, CA 95403

RE: Tentative Agreement on Successor Agreement 2023-2026

Dear President Gabriel:

I have received the Successor Agreement tentatively agreed to between the Wright Elementary School District and California School Employees Association and its Wright Ch. 835 that will be in effect from November 1, 2023 through October 31, 2026.

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this tentative agreement is required. After the agreement has been ratified by the chapter, and signed by you, the district, and your Labor Relations Representative (LRR) please provide your LRR with three (3) signed copies of the final agreement. Additionally, please provide your LRR with the ratification date so that we may update our records.

Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice.

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedication are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Congratulations on your agreement!

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Stacy Galaviz
Field Director

SG/eo

Cc: Thomas Hagle, Regional Representative 24; Colette Hetland, Area B Director; Joseph Gomez, Labor Relations Representative; Nathan Jennings, Sr. Labor Relations Representative; file