TENTATIVE AGREEMENT between the WILLOWS UNIFIED SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Willows Chapter #119

(A New Three-Year Agreement: 2011/2012, 2012/2013 and 2013/2014)

The Willows Unified School District and the California School Employees Association, and its Willows Chapter #119, are parties to a collective bargaining agreement which expired June 30, 2011.

NEW THREE YEAR AGREEMENT (2011/2012, 2012/2013 and 2013/2014)

The parties shall enter into a new three (3) year collective bargaining agreement. The terms of the expired collective bargaining agreement shall be the terms of the successor collective bargaining agreement unless proposed for modification below.

1. Article 8 - Pay and Allowances

This Article shall be modified as shown on Attachment 1.

2. Article 10 – Health and Welfare Benefits

This Article shall be modified as shown below:

- 10.3 <u>District Contribution</u>: The required District annual contribution for the plans set forth in Paragraphs 10.1.1, 10.1.2, 10.1.3, and 10.1.5 shall not exceed Eleven Thousand Six Hundred Eleven Dollars (\$11,611.00).
 - 10.3.1 Effective July 1, 2006, the District's contribution for benefits shall (providing the unit member is at least four (4) hours) be prorated by dividing the hours in the employee's base salary assignment by eight (8). Prorating shall not, however, apply to a unit member employed on April 1, 2011 and who was receiving a District contribution for benefits on that date.
 - 10.3.2 Should a plan cost more than the District's required contribution, each covered employee shall sign a payroll deduction form and pay the monthly difference by payroll deduction.

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3. Article 32 - Duration of Agreement

This Article shall be modified as shown below:

32.1 <u>Term</u>:

This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect up to and including June 30, 2014.

32.2 Reopeners:

- 32.2.1 There shall be no reopeners for 2011/2012 except as noted below.
- A) AB 114/121, signed in 2011, establishes the potential for mid-year cuts to K-12 education. Should the "trigger" set forth in this legislation (projected revenues are 2 billion dollars or more short of projections for the 2011-12 school year), there shall be three (3) additional non-paid/non-work days implemented in 2011/2012 (March 22, 2012, April 5, 2012, and May 16, 2012). Additionally, the parties shall meet to negotiate whether additional days are needed to mitigate the impact of the mid-year cuts.
- 32.2.2 Reopeners for 2012/2013 and 2013/2014 shall be as set forth below:
 - A) Attachment A Classified Salary Schedule
 - B) Article 10.3 (District Contribution for Benefits)
 - C) Two (2) articles or topics of bargaining per party.

4. Appendix A-1 – Salary Schedule

This Appendix shall be modified as shown on Attachment 2.

NON-CONTRACT ITEMS

1. Unpaid Days for 2011/2012 and 2012/2013

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- (a) For both 2011/2012 and 2012/2013, the annual compensation of each unit member shall be reduced by an amount equal to five (5) days of pay and the unit member shall have five (5) unpaid days.
- (b) The five (5) non-paid days for 2011/2012 shall be:
 - August 15, 2011 (or one day to be determined)
 - March 23, 2012
 - April 6, 2012
 - May 17, 2012
 - May 18, 2012
- (c) The five (5) non-paid days for 2012/2013 shall be:
 - August 13, 2012 (or one day to be determined)
 - March 15, 2013
 - March 29, 2013
 - May 16, 2013
 - May 17, 2013
- (d) This reduction in compensation shall be deducted equally from the employee's pay checks for the affected school year (either 2011/2012 or 2012/2013).
- (e) Unless prohibited by law, this reduction shall be effected in a manner that does not affect the unit member's eligibility to receive a full year of service credit.

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ARTICLE 8 PAY AND ALLOWANCES

- 8.1 <u>Salary</u>: Each unit member shall be paid based upon his/her placement on the salary schedule that is Attachment A.
- 8.1.1 The number of paid days for twelve month bargaining unit members will be 260 days, including paid holidays. Non-work days will be scheduled in the work calendar each year, if necessary. The District and the Association will mutually determine these non-work, non-paid days so as to maintain services to students on instructional days.
 - 8.1.2 The District shall pay step and longevity increases for the 2011/12, 2012/13 and 2013/14 school years.
 - 8.1.3 Instructional Aides working yard duty will be paid at their regular hourly wage as an aide.
 - 8.1.4 Each Custodian whose shift includes a majority of its hours between 5:00 p.m. and 6:00 a.m. shall be entitled to receive a shift differential. The shift differential shall be two point five percent (2.5%) of his/her base pay and shall apply to all hours in the shift.

Note: The remainder of Article 8 to remain unchanged.

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