

TENTATIVE AGREEMENT
between the
WILLOWS UNIFIED SCHOOL DISTRICT
and the
WILLOWS UNIFIED TEACHERS ASSOCIATION

(Completion of Bargaining for 2010/2011)

On July 23, 2010, the Willows Unified School District ("District") and the Willows Unified Teachers Association ("WUTA" or "Association") reached a partial agreement that resolved non-paid days in 2010/2011 and distribution of MAA dollars in 2010/2011.

The parties agreed to continue bargaining for 2010/2011 on the remaining open issues.

As a result of that continued bargaining, the parties have reached agreements on the topics set forth in A.1., A.2., A.3. and A.4. below.

This agreement shall complete bargaining for 2010/2011.

A.1. Family Medical Leave

The following text shall be added to Article 12, Leave Provisions, of the collective bargaining agreement as a new Section 12.18

12.18 Family Medical Leave

The District shall provide each bargaining unit member with leave in accordance with State (Government Code section 12945.2) and/or Federal (PL 103-3) Family and Medical Leave Acts. A summary of the current provisions of these laws is available in the WUSD Office.

- (a) Other leaves granted pursuant to this Agreement, if they duplicate a leave mandated by the statutes set forth in the above paragraph, shall satisfy the District's obligation under these statutes.
- (b) Leave shall be for up to twelve (12) work weeks in a twelve (12) month period (either in consecutive or intermittent days, or partial days off). Eligibility shall be based on the twelve (12) month period that immediately precedes the day of the family care leave.
- (c) Leave pursuant to this provision is unpaid and may run concurrently with other paid leaves. Pregnancy disability, however, is governed by other provisions of this Agreement and by state law.

INITIALS:

District: MS

WUTA: JW

- (d) An alleged violation of this provision (12.18) is not subject to the grievance procedure and must be pursued through court proceedings or appropriate state/federal administrative proceedings.

A.2. Personal Illness and Injury Leave

Article 12, Leave Provisions, shall be modified as follows:

12.1.6 A unit member must contact the District's sub-caller system ~~his immediate supervisor or designee~~ as soon as the need to be absent is known, but in no event later than 7:00 A.M. of that work day to permit the employer time to secure a replacement. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.

...

~~12.1.8 If a unit member fails to notify the District of the unit member's intent to return to work by no later than 3:00 P.M. of the preceding work day and such failure results in a substitute being secured, the unit member will be placed on leave without pay for that day.~~

Note: Deleted 12.1.8 because the "default" is that the employee is returning to work unless he/she arranges for a substitute for the next day in accordance with 12.1.6.

12.1.98 Each unit member shall be notified of their accumulated leave ~~by no later than June 1 of each school year~~ quarterly.

A.3. Grievance Procedures

Insert a new Section 23.4, Alternate Level Three, as follows:

23.4 Alternate Level Three - Mediation

23.4.1 If the grievance is not resolved pursuant to the provisions of Formal Level Two, either party may propose grievance mediation. Mediation will occur only with the concurrence of the District and Association.

23.4.2 Should mediation be agreed upon, the Association shall request that the California State Mediation and Conciliation Service assign a mediator to assist the parties in the resolution of the grievance.

INITIALS:

District: MS

WUTA: JW

23.4.3 If mediation is not chosen by both parties within fifteen (15) days of the District's decision at Level Two, the grievance will proceed to Formal Level Four - Binding Arbitration.

23.4.4 If mediation results in an agreement, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance.

23.4.5 If the grievance is not resolved with the assistance of the conciliator/mediator, the Association may terminate Level Three and the grievance shall proceed to Formal Level Four.

Note: The remaining sections of Article 23 to be renumbered.

A.4. Hours of Employment

Article 15, Hours of Employment, Section 15.3, shall be modified as follows:

15.3 When necessary, zero periods (periods outside the regular instructional day) may be scheduled. An assignment to a zero period shall be by mutual agreement between the unit member involved, ~~and the site administrator and the Superintendent.~~ Compensation for these extra hours of employment shall be ~~either a corresponding amount of release time during the instructional day, or extra payment at the "instructional rate" (see A.6.2.2)~~ for each hour or fraction thereof actually taught in the zero period.

FOR THE WILLOWS UNIFIED
SCHOOL DISTRICT

By: Walt Spurr Supt.

Date: 6/28/11

FOR THE WILLOWS UNIFIED
TEACHERS ASSOCIATION

By: Teresa P Woods (B. Chair)

Date: 6/28/11

Shelley Amaro
WUTA President
6/28/11