

CONTRACTUAL AGREEMENT

between

WILLIAMS UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION

and its

WILLIAMS CHAPTER NO. 556

July 1, 2025 - June 30, 2028

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ARTICLE 1

AGREEMENT, TERM and REOPENERS

Section 1.

The articles and provisions herein constitute a binding agreement by and between the Governing Board of the Williams Unified School District ("District") and Williams Chapter #556 of the California School Employees Association ("CSEA" or "Association"), an employee organization.

The term of this agreement is for the period from July 1, 2025 to June 30, 2028.

Reopeners for salary, benefits and two (2) articles of each party's choice shall occur for the 2026-2027 and 2027-2028 school years.

ARTICLE 2

RECOGNITION

Section 1.

The District recognizes the Association as the exclusive representative for all employees except those lawfully designated as certificated, confidential, management, substitute, limited term, and short-term employees.

Section 2.

The District shall only meet and negotiate with representatives of CSEA in regard to matters within the scope of representation.

ARTICLE 3

EMPLOYEE/ASSOCIATION RIGHTS

Section 1.

Activities

- (a) The District and Association recognize the rights of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative rights of employees to refuse to form, join, and participate in employee organization activities.

Section 2.

Organizational Rights

CSEA shall have the following:

- (a) The right of access at reasonable times to areas in which employees work.
- (b) The right to reasonable use of institutional bulletin boards, mailboxes, and telephones.
- (c) The right to use institutional facilities at reasonable times and subject to application procedures.
- (d) The right to be supplied a roster which shall indicate each employee's present classification, primary job site, hired date, and an update of new employees and resignations as they occur.
- (e) The right to review upon request a copy of any public documents; the right to reproduce copies of such material at CSEA expense.

Within thirty (30) days after the execution of this Agreement, the District shall post on the District website and provide without charge upon request, a copy of this Agreement to every employee in the bargaining unit. Each employee in the bargaining unit upon request, shall be provided by the District, without charge, a copy of any written changes to this Agreement agreed to by the parties during the life of this Agreement.

(f) Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be upon request, provided a copy of this Agreement by the District without charge at the time of employment.

ARTICLE 4

EMPLOYEE EVALUATION PROCEDURES

Section 1.

Purpose

The purpose of evaluations is to enable an employee to maintain satisfactory levels of performance and to assist in such matters as promotion and transfers. The evaluation becomes a part of the permanent record for the supervisor and District Office and is used in determining the quality of work performed by the employee, his/her attitude, and his/her value to the School District. It is the policy of the Williams School District to retain competent classified employees and assist them in becoming better qualified in their work. A capable classified employee is an asset to the educational program of the School District.

Section 2.

Initial Meeting

For personnel being evaluated, the supervisor shall meet with the employee no later than October 31st of each year. The following shall be discussed:

- (a) Employee's job description;
- (b) Employee's specific job assignment and expected levels of performance;
- (c) Explanation of the evaluation procedure to be followed and the Classified Evaluation Form to be used.

Section 3.

Evaluation Frequency

- (a) Permanent employees shall be evaluated yearly
- (b) Probationary employees shall be evaluated twice during the first six (6) months of employment.

Section 4.

Substandard Overall Evaluation

For any permanent employee who receives an overall "needs improvement" or lower rating on his/her yearly evaluation, the District shall prepare a work plan to assist the employee in improving his/her performance.

Section 5.

Supervisor Definitions

- (a) For purposes of evaluations only, the supervisor is defined as:
- (b) The Supervisor for custodians, bus drivers, groundskeepers and maintenance technicians is the Director of Maintenance Operations and Transportation.
- (c) The Supervisor for cafeteria workers is the Cafeteria Manager.
- (d) The supervisors for instructional aides for purposes of evaluations is the Principal.
- (e) The supervisors for other aides (library) and secretaries are the Principal and/or Vice Principal.

ARTICLE 5

PERSONNEL FILES

Section 1.

Maintenance of Personnel Files

The personnel files of each employee shall be maintained at the District Office.

Section 2.

Placement of Material in Files

Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall be given an opportunity, during normal working hours and without loss of pay, to review, initial and date the material. The employee may prepare a written response to such material outside of the employee's hours. The written response shall be attached to the material.

Section 3.

Inspection of Personnel Files and Content of Materials

Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing District. Such material is not to include ratings, reports, or records which:

- (a) Were obtained prior to the employment of the person involved;
- (b) Were prepared by unidentifiable examination committee members; or

(c) Were obtained in connection with a promotion examination.

The employee may authorize in writing a representative to review the employee's file during District Office business hours.

Section 4.

Confidentiality of Files and Log of Access

All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. As part of the personnel file, a log shall be kept indicating the persons who have examined the personnel file as well as the date such examinations were made. The persons in the District Office who are in charge of maintaining personnel files and the Superintendent shall be exempt from the log requirements.

Section 5.

Signing and Dating Material in File

Any person who places written materials or drafts written for placement in the employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

ARTICLE 6

ORGANIZATIONAL SECURITY

Section 1.

Membership and Dues Deduction

District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US _ (2018). District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the employee terminates membership during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

Section 2.

Dues Deduction

The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

There shall be no charge by the employer to CSEA for regular membership dues deductions.

Section 3.

Membership Information

The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

The District shall reject all Public Records Act requests for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

District, at its discretion, shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

Section 4.

Hold Harmless Provision

CSEA shall defend and indemnify the District for any claims arising from the District's compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The District shall promptly notify CSEA of any claims made by employees relating to dues authorization.

Except as to claims in which the District is named as a respondent or defendant, CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

Section 5.

District Notice to CSEA of New Hires

The District shall provide the CSEA Labor Relations Representative and Chapter President notice of any newly hire employee, within ten (10) days of date of hire, via an electronical mail. The notice shall include the following information: full legal name, date of hire, classification and site.

Section 6.

Employee Information

“Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.

The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically in machine-readable Excel format via the CSEA-designated FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- xxi. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The District shall inform all newly hired employees of their right to opt out of having certain personal information shared with CSEA. Employees may opt out of the disclosure of their home address, home telephone number, personal cell phone number, personal email address, last four digits of their Social Security Number, and birth date. The District shall provide employees with a clear and accessible process to submit their opt-out request within 10 days of hire or bargaining unit placement.

For employees who opt out, the District shall not provide the specified information to CSEA but shall continue to provide all other required information as outlined in this agreement.

The District shall maintain a record of opt-out requests and provide CSEA with a list of employees who have opted out, including their names and employee IDs, to ensure transparency while respecting employee privacy.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically in machine-readable Excel format via the CSEA-designated FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);

- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- xxi. Hire date.

Separation of Bargaining Unit Members: The District shall provide CSEA with a list of all bargaining unit members who have permanently separated from the CSEA bargaining unit on the last working day of the month in which they separated from the bargaining unit. The list will not be provided in the months of January, May, and September. The information will be provided to CSEA electronically in machine-readable Excel format via email to the CSEA Labor Relations Representative. The list shall include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- xxi. Hire date.

Section 7.

New Employee Orientation

“New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

The District shall provide mandatory new employee orientation

sessions for all newly hired employees on at least a monthly basis. The District shall provide CSEA mandatory access to its new employee orientations. Prior to the beginning of each fiscal year, CSEA and the District shall meet to set the subsequent year's orientation schedule.

CSEA shall have one (1) hour of paid release time for the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

Immediately upon hiring, the District shall send an email to all newly hired employees upon hiring with an invitation to the next new employee orientation. The invitation shall describe the mandatory nature of the new employee orientation. The District shall also notify the employees' supervisors, advising them of the need to release their employees to attend.

Should a newly hired employee not attend the next orientation after their date of hire for any reason, CSEA shall have thirty (30) minutes of uninterrupted time to meet with that newly hired employee at their assigned worksite during any period of their regular working hours for a CSEA orientation. The new hire shall be relieved of their duties for the purpose of attending the orientation on paid time. The District shall provide CSEA a minimum of thirty (30) minutes of paid release time, in addition to reasonable travel time, for one (1) CSEA representative to attend the orientation. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation. During the orientation, no District manager or other non-unit employee shall be present.

The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

ARTICLE 7

HOURS OF EMPLOYMENT

Section 1.

Workweek

The workweek shall be forty (40) hours rendered in daily units of eight (8) hours for five (5) consecutive workdays. The workweek for each classified employee of the bargaining unit shall be prescribed upon initial employment with the District and upon each change in classification thereafter. The

prescribed workweek may only be changed by mutual agreement of the employee and the District.

Section 2. Workday

The workday and work year shall be established and fixed by the District as permitted by law.

Section 3. Lunch Periods

- (a) The District shall establish an unpaid, uninterrupted lunch period of not less than one-half (1/2) hour for each employee working five (5) or more consecutive hours per day. The duration of the lunch period and the time at which it is taken shall be arranged with the immediate supervisor.
- (b) Any employee working an eight (8) hour shift which ends after 8:00 p.m. shall be allowed a duty-free lunch period of thirty (30) minutes duration near the middle of his/her shift, such lunch period to be a part of his/her paid shift time (this paid lunch period is granted as a shift differential).

Section 4. Overtime

- (a) Overtime is defined to include any assigned time worked in excess of eight (8) hours in any one (1) day or eight (8) hours on any one (1) shift or in excess of forty (40) hours in any calendar week.
- (b) Any employee assigned a workday for four (4) hours or more per day shall be compensated for the overtime performed on the sixth (6th) or seventh (7th) day following commencement of his/her workweek.
- (c) Overtime compensation shall be equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime. The District may authorize the utilization of compensatory time off in lieu of cash compensation so long as the services of the District are not impaired. Where compensatory time off is authorized by the District, the employee and his/her supervisor shall agree in writing when the compensatory time shall be utilized by the employee.

- (d) Compensatory time shall be granted and must be taken within the fiscal year in which it is earned, unless there is a mutual agreement between the employee and the District to carry compensating time over into the next fiscal year.
- (e) Field Trips and Athletic Trips:
 - (1) District reserves the right to assign bus drivers to drive trips.
 - (2) The District reserves the right to use non-District personnel on athletic trips not requiring a school-owned bus that take place on weekends (Saturdays and Sundays) or that involve an overnight stay.
 - (3) A bus driver may decline a field trip or athletic trip that lasts beyond the end of the driver's regular work day.
 - (4) Any employee of the bargaining unit assigned by the District to drive a field trip or athletic trip shall be compensated in accordance with his/her regular rate of pay and with the provision of Article VII, Section 4(c), "overtime," if applicable.

Section 5. Rest Breaks

- (a) The District shall provide each employee a paid ten (10) minute break for each three (3) hour consecutive period worked.
- (b) Rest breaks cannot be accumulated for credit.

Section 6. Minimum Call-In/Call-Back Time

Any employee called in to work on a day when the employee is not scheduled to work or called back to work after completion of his/her regular assignment, shall receive a minimum of two (2) hour's pay. If the work goes beyond two (2) hours, the employee will be paid for all time worked. The pay under this section will be at the appropriate rate of pay.

Section 7. Stand-By Time

- (a) Bus Drivers
 - (1) Bus Drivers who drive on trips will be paid from the time they leave campus until they return, unless it is an overnight trip.
 - (2) A bus driver who is assigned to drive on an overnight trip shall be compensated for all hours where the driver is assigned driving or other work-related duties. A bus driver shall not be compensated for any hours where he/she has not been assigned duty as indicated above.

(b) Aides - Field Trips

- (1) Participation in field trips that extend beyond the aide's normally assigned hours is voluntary. If the aide elects to go on such a trip, any time spent beyond the normal assignment will be considered volunteered time, unless the aide arranges with the teacher prior to the field trip to take compensatory time off.
- (2) Aides who elect not to go will be assigned other work at school by their teacher.
- (3) If the Principal assigns an aide to attend a field trip, the aide will be paid for the full amount of time spent, or will receive compensatory time off, within the current school year.

Section 8.

Right of Refusal

An employee who is requested to work overtime, call-in, or call-back time may refuse to work such time, unless it is an urgent situation as determined by the Superintendent.

Section 9.

Summer Assignments

Classified employees shall be deemed to be employed for 12 months during each year regardless of the number of months in which they are normally in paid status.

- (a) Any school district which, in any school year, maintains school sessions at times other than during the regular September-June academic year shall assign for service during such times regular classified employees of the district.
- (b) When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required.
- (c) No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in September, shall be required to perform services during such period.
- (d) A classified employee shall, for services performed as herein provided, receive on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

ARTICLE 8

ASSIGNMENT AND TRANSFER

Section 1.

Assignment/Reassignment

The Superintendent shall be responsible for the assignment and/or reassignment of all classified employees to positions that shall best serve the interest of the District. Necessary changes in assignments may be made at any time in accordance with law. No changes shall be made without prior consultation with the employee and CSEA's Chapter Representative. Any change in the starting time of a work shift of two (2) hours or more shall be done on a voluntary basis.

- (a) Assignment: The initial placement or designation of a bargaining unit member to a specific department or work location within the District upon hire or following a change in classification.
- (b) Reassignment: Movement of a bargaining unit member to a different position within the same classification and department at the same work location as determined by the District to meet operational needs.
 - (1) Unit members shall not be reassigned to a position which would result in a loss of pay or benefits
 - (2) Reassignments shall not be disciplinary in nature, capricious or arbitrary.

Section 2.

Transfer/Administrative Transfer

- (a) Transfer: Relocation of a bargaining unit member to another position or department within a class shall be based upon a consideration of:
 - (1) A change in the entire nature of the job.
 - (2) Increased or reduced responsibility.
 - (3) Quality of work performed.
 - (4) Length of service.
 - (5) Interest of the District.
- (b) Administrative Transfer: Initiated by the District, without the employee's request or consent, to meeting operational needs

and/or staffing requirements. Movement may include a change in work location and classification.

- (1) An employee will be given notice at least three (3) working days prior to a proposed administrative transfer.
- (2) Unit members shall not be involuntary transferred to a position which would result in a loss of pay or benefits.
- (3) The bargaining unit member may appeal an administrative transfer to the Superintendent. The Superintendent shall make the final determination regarding the appeal.
- (4) Administrative transfers shall not be disciplinary in nature, capricious or arbitrary.

(c) Lateral Transfer: A transfer of a classified employee to a position within the same classification and pay range, involving a change in department or work location, without a change in salary or benefits.

Section 3. Out of Class Competition

- (a) A regular employee temporarily reassigned to a position in a higher salary classification shall receive compensation for such after working more than five (5) days within a fifteen (15) calendar day period in the higher salary classification position.
- (b) As compensation for such higher salary classification position work, the employee shall be paid an additional two and one-half percent (2 ½ %) increment over his/her present pay or shall be paid at Step 1 of the higher salary classification position, whichever is greater, for the entire period the employee is required to work out of classification.
- (c) For purposes of this section, a regular employee shall be deemed to be temporarily reassigned to a position in a higher salary classification upon written verification of said temporary assignment by the District Superintendent or his/her designee.

Section 4. Vacancies

- (a) Notice of all job vacancies (including summer school) shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time the employees may file for the vacancy.

(b) The job vacancy notice shall include: the job title; a brief description of the position and duties; the minimum qualifications required for the position; the anticipated job site; the number of hours per day; regular assigned work shift times; days per week and months per year assigned to the position; the salary range; and the deadline for filing to fill the vacancy.

Section 5.

Filing for Vacancies

Any employee in the bargaining unit may file for the vacancy by submitting written notice to the District Office within the filing period. Any employee on leave or vacation may authorize in writing his/her representative to file for the transfer on his/her behalf.

Section 6.

Equal Qualifications

When a new position is created or an existing position becomes vacant, it shall be offered to a current employee, providing the employee is otherwise qualified and is at least equal in qualifications to any non-District employee who is interviewed for the vacancy.

Section 7.

Alternative Work

The District may give alternate work when such is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties.

ARTICLE 9

FRINGE BENEFITS

The District will provide employee fringe benefits as indicated in Appendix A.

ARTICLE 10

SALARIES

Section 1.

Each employee in the bargaining unit shall be paid in accordance with their placement on the salary schedule in Appendix B.

Twelve (12) month employees will have their compensation based on a factor of 261 days. The classified employee salary for the remainder of this Agreement is as set forth in Appendix B-2.

Effective July 1, 2025, the classified salary schedule will be increased by 1%.

Provide a one-time off schedule payment to all units members who are employed as of August 12, 2025 equal to 2.6% of the unit members base salary.

Section 2.

Employment Anniversary Date

- (a) Any employee hired prior to March 1, 1992 shall have his/her employment date adjusted to July 1 of the school year in which he/she was hired.
- (b) For all employees hired on or after March 1, 1992:
 - (1) Any employee hired during the months of July through December, shall have his/her employment date adjusted to July 1 of the school year in which he/she was hired.
 - (2) Any employee hired during the months of January through June shall have his/her employment date adjusted to July 1 of the succeeding school year to the school year in which he/she was hired.
- (c) This provision shall govern any other provisions of this Agreement which utilize periods of employment, i.e., months or years, as a reference point for the granting of a benefit, e.g., salary step, longevity, earned vacation.

Section 3.

Longevity

There shall be seven (7) longevity steps which shall be computed as follows: upon completion of the seventh (7th) year of service, the fifth (5th) step of the appropriate classification shall be multiplied by one point zero five (1.05); upon completion of the tenth (10th) year of service, the fifth (5th) step of the appropriate classification shall be multiplied by one point one zero (1.10); upon completion of the thirteenth (13th) year of service, the fifth (5th) step of the appropriate classification shall be multiplied by one point one five (1.15); upon completion of the sixteenth (16th) year of service, the fifth (5th) step of the appropriate classification shall be multiplied by one point two zero (1.20); upon completion of the nineteenth (19th) year of service, the fifth (5th) step of the appropriate classification shall be multiplied by one point two five (1.25); upon completion of the twenty-second (22nd) year of service, the fifth (5th) step of the appropriate classification shall be multiplied by one point three zero (1.30); upon completion of the twenty-sixth (26th) year of service, the fifth (5th) step of the appropriate classification shall be multiplied by one point three five (1.35); upon completion of the thirtieth (30th) year of service, the fifth (5th) step of the appropriate classification shall be multiplied by one point four zero (1.40); upon completion of the thirty-fourth (34th) year of service, the fifth (5th) step of the appropriate classification shall be multiplied by one point four five (1.45).

Section 4.

Ten Month Employees

Ten-month employees may, if they so desire, have the option of receiving their monthly pay warrants over a period of twelve (12) months instead of a ten (10) month pay period.

Section 5.

Salary Schedule Placement Upon Being Promoted

A "promotion" is defined as the movement by an employee from one salary schedule column to another salary schedule column where Step 1 of the new salary schedule column is at least two and one-half percent (2 1/2, %) greater than Step 1 of the employee's former salary schedule column. In accordance with this definition, any employee receiving a promotion shall be placed on the salary step of the new column that provides at least a five percent (5.0%) salary increase.

ARTICLE 11

HOLIDAYS

Section 1.

The District agrees to grant the following paid holidays to all employees who are in a paid status on the working day immediately before or after the holiday period:

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Day before Christmas (in lieu of

Admission Day)

Christmas Day

Day before New Year's Day

New Year's Day

Martin Luther King, Jr. Day

Indigenous People's Day (in lieu of Lincoln's Birthday) *

President's Day

Good Friday

Memorial Day

Juneteenth

* Means after consultation with the Association.

Section 2.

Mandated Holidays

Any day mandated by the President or the Governor of the State as a general holiday shall be a paid holiday for classified employees.

Section 3.

The parties agree to negotiate the calendar for the following year in the spring of the preceding year.

ARTICLE 12

VACATIONS

Section 1.

Eligibility

All members of the classified bargaining unit shall earn paid vacation under this Article. Vacation benefits are earned on a fiscal year basis, July 1 through June 30.

Section 2.

Vacation shall, with the approval of the District, be taken at any time during

the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for the use in the next year or to be paid for in cash at the option of the Governing Board. An employee may request to carry over a maximum of ten (10) days of earned vacation for future use. (Education Code § 45197(d).)

Section 3. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. (Education Code §45197(c).)

Section 4. Vacation time is earned as follows:

| Months Service | Earned Vacation to 5 Yrs. | Earned Vacation- 6 or More Years Service | | | | | | | | | |
|----------------|---------------------------|--|------|------|------|------|------|------|------|------|------|
| | | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 10 | 8.5 | 9.5 | 10.5 | 11.5 | 12.5 | 13.5 | 14.5 | 15.5 | 16.5 | 17.5 | 18.5 |
| 12 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |

Section 5. Employees who work less than full time or less than a complete year's assignment (either 10-month or 12-month) shall earn vacation on a pro rata basis.

ARTICLE 13 LEAVE POLICIES

Section 1. General Provisions

(a) In situations in which the employee knows in advance he/she will need to be absent on leave, the employee must enter the leave in the Frontline absence software prior to such leave. The site administrator shall then approve or deny the request in the Frontline absence software.

The leave will not be deemed granted until the employee receives the approval notification emailed to them from the Frontline absence software program.

- (b) In situations when the employee is unable to notify the District in advance of the leave, the employee must contact the person at the employee's site who is responsible for scheduling substitutes as soon as possible (e.g., prior to the start of school) to notify the District of the employee's absence and expected date of return. The person contacted enter the absence in the Frontline absence software program on the first day of absence.
- (c) The employee's entering the absence in the Frontline absence software program shall constitute the employee's verification that the leave was used for the reason stated on the form.

Section 2. Bereavement Leave

(a) In the event of the death of a member of the immediate family,

employees shall receive full pay for up to five (5) working days. Leave may be taken consecutively or intermittently within three (3) months of the family member's death. Additional unpaid leave may be granted at the discretion of the District.

(b) "Immediate Family" shall consist of: parents, children, spouse/registered domestic partner, grandparents, grandchildren, brother, sister; step-children, foster children or foster parents of employees or spouse; mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law of employee, aunt, uncle, niece, nephew, cousin; or any relative living in the household of the employee.

Section 3. Jury Duty

Leave for jury duty shall be granted with full pay if the following condition is met: the employee endorses over to the District all fees, except travel reimbursement, received by the employee for jury services.

Section 4. Military Leave

Employees shall be granted any military leave to which they are entitled under law as classified school employees. Employees shall be required to request military leaves in writing and, upon request, to supply the District with "orders" and status reports.

Section 5. Sick Leave

Sick leave may be used for the employee's own illness or injury, preventative care, or to care for an immediate family member's illness or injury as defined in Article 13.2.a.

- (a) Twelve-month employees shall be granted twelve (12) days sick leave per year; ten-month employees, ten (10) days, etc.
- (b) An employee working less than eight (8) hours per day or five (5) full days per week will be entitled to a pro-rated day of sick leave on the same hourly basis as his/her work day.
- (c) Employees may be required to submit to medical examination at the discretion of the District.
- (d) **Sick Leave Upon Retirement:** Any sick leave that has accumulated during employment shall be paid to the employee upon retirement at the rate of one (1) day's pay for each five (5) days of accumulated sick leave. The remaining four (4) days of unpaid-for leave shall be credited to PERS as permitted by law.

Section 6. Industrial Accident Leave or Illness Leave

- (a) Bargaining unit members who sustain a work related injury or illness, as verified through the District's worker's compensation process and

qualifying for benefits under State Compensation Insurance Fund, shall be entitled to industrial accident or illness leave.

- (b) Such leave shall not exceed sixty (60) working days in any one fiscal year for the same industrial accident or illness, during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District. This leave is non-cumulative and applies separately to each distinct work-related incident.
- (c) Employees on industrial accident or illness leave shall receive their full regular salary, less any temporary indemnity payments received from the District's Workers Compensation Insurance Carrier in addition to those from the State Compensation Fund, to ensure total compensation does not exceed one hundred percent (100%) of their regular salary.
 - (1) As a condition of receiving full salary while on industrial accident or illness leave, the employee shall endorse to the District any wage loss benefit checks or temporary disability indemnity payments received from the State Compensation Insurance Fund, that when combined with District payments, would exceed their regular salary.
- (d) Upon exhaustion of the sixty (60) working days of industrial accident or illness leave, the employee may elect to use accrued sick leave. The absence shall be deemed to have commenced on the date of termination of industrial accident or illness leave.
- (e) If the employee continues to receive temporary disability indemnity payments after exhausting industrial accident or illness leave, accrued sick leave may be used to supplement the indemnity, ensuring the combined payment does not exceed the employee's.

Section 7. Differential Pay

In accordance with Education Code section 45916, each employee shall be entitled to up to five (5) months of substitute differential pay starting with the date of illness or work related injury, which shall run concurrently with all of the employee's other paid leaves. There shall be no intermittent leave allowed under this provision. Once an employee's paid leaves have been exhausted, the employee shall be entitled to substitute differential pay for the remainder of the five (5) month period. Substitute differential pay means the salary paid the substitute shall be deducted from the employee's regular salary.

The substitute's pay shall be in accordance with District policy.

Section 8.

Personal Necessity Leave

- (a) The District shall provide for an employee's absence for personal necessity of up to eight (8) days while charging such absence to sick leave for the following reasons: (a) death or serious illness of a member of the employee's immediate family; (b) an accident which is unforeseen involving the employee's person or property, or the person or property of an employee's immediate family. Under no circumstances shall this leave be available for purposes of outside employment, personal convenience, or for the extension of a holiday or vacation period, concerted activities, recreation activities, or for matters which can be taken care of outside the work hours.
- (b) The total number of days used for personal necessity ("no tell") leave in any school year may not exceed eight (8) days.
- (c) The employee must enter the absence in the Frontline absence software program. When requesting the personal necessity leave the employee is verifying the personal necessity leave meets the criteria of Article IV, Section I., No. 1 of this Contract. When entering the absence request in the Frontline absence software program, the employee has the right to not tell the personal nature of the "no tell" personal necessity day to the District.

Section 9.

Parental Leave

(a) Definition of Parental Leave

For the purposes of this Article, "parental leave" is defined as "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."

(b) Eligibility for Parental Leave

- (1) All full-time and part-time employees who have been employed for twelve (12) months with the District are entitled to utilize parental leave.
- (2) There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.

(c) General Provisions

- (1) All employees who meet the eligibility requirements in Section 9(b) are entitled to twelve (12) workweeks of parental leave in any

twelve (12) month period.

(2) When both parents of the child are employed by the District, the parents will be limited to a total of 12 workweeks of parental leave between the two of them.

(3) The employee is entitled to take parental leave in intermittent periods within the twelve (12) month period; however, the aggregate amount of parental leave taken shall not exceed twelve (12) workweeks in the twelve (12) month period.

(4) If a school year concludes before the twelve (12) workweek period is exhausted, the employee may take the balance of the twelve (12) workweek period in the subsequent school year.

(5) The employee is entitled to use his or her regular accrued paid sick leave and differential pay sick leave in taking parental leave, if the employee chooses to do so.

(6) The employee must first use his or her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the employee is entitled to use differential pay sick leave, for a total of twelve (12) workweeks in any twelve (12) month period.

(7) The employee is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so.

(8) The employee can choose to, but is not required to, use his or her paid leaves, e.g., sick leave or vacation leave, when taking parental leave.

(9) Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of twelve (12) workweeks during any twelve (12) month period.

Section 10.

Reproductive Loss Leave

Reproductive loss leave includes final day of failed adoption, failed surrogacy, miscarriage, stillbirth, and/or unsuccessful assisted reproduction.

(a) An employee who has been employed with the District for at least thirty (30) days shall be granted a leave of absence not to exceed five (5) days following a reproductive loss event. Such leave may be

taken consecutively or intermittently. Such leave shall be taken within three (3) months of the loss event.

(b) If an employee experiences more than one reproductive loss within a 12-month period, leave is not to exceed twenty (20) days within a 12-month period. Reproductive loss leave shall be paid if the employee chooses to use sick leave or vacation leave.

Section 11. Leaves for Protections and Reasonable Accommodations for Victims of Violence

(a) All classified employees, regardless of the length of service, are eligible for a maximum of twelve (12) weeks per 12-month period of paid leave if they are a victim of a qualifying act of violence.

(1) Qualifying acts of violence is defined as (i) domestic violence; (ii) sexual assault; (iii) stalking; or (iv) any act, conduct or pattern of conduct that includes: bodily injury or death to another; brandishing, exhibiting or drawing a firearm or other dangerous weapon; a perceived or actual threat to use force against another to cause physical injury or death.

(b) If the employee has a family member who is a victim paid leave is limited to a maximum of ten (10) days per twelve (12) month period, or five (5) days if the leave is for relocation purposes.

(c) The District shall maintain the confidentiality of any leave or accommodation request, including related documentation.

(d) This leave runs concurrently with any leave under the California Family Rights Act and the Family Medical Leave Act.

(e) The District may require an employee seeking leave under these provisions to provide a certification of the employee's or their family member's status as a victim of a qualifying act of violence.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 1. Definitions

(a) A grievance is a formal written allegation by a grievant that said grievant has been adversely affected by a violation of the Agreement.

(b) A grievant may be any bargaining unit member of the District.

(c) A day is any day in which the central administrative office of the Williams Unified School District is open for business.

Section 2.

Procedures

(a) Level I

Before filing a formal written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.

(b) Level II

- (1) Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her immediate supervisor as designated by the District.
- (2) The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the time limits, either party may request a personal conference.

(c) Level III

- (1) In the event the grievant is not satisfied with the decision at Level II, he/she may appeal the decision in writing to the Superintendent within ten (10) days.
- (2) This Statement should include a copy of the original grievance, and the decision rendered.
- (3) The Superintendent shall communicate his/her decision within twenty (20) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. If the Superintendent does not respond within the time limits, the grievant may appeal to the next level.
- (4) The above time limits may be extended by mutual agreement of the parties.

(d) Level IV

- (1) In the event the employee is not satisfied with the decision at Level III, the grievant may appeal the decision in writing within ten (10) days to the Board of Trustees.
- (2) The decision of the Board shall be final.

Section 3.

Presentation

An employee or his/her representative, or both, may present a grievance while on duty. The District agrees that employees shall not suffer loss of compensation for time spent processing a grievance as a grievant, representative, or witness at a hearing held pursuant to this procedure, except as limited by this section.

Section 4.

Representation

The grievant may be represented at any step of this procedure by anyone of his/her own choosing, whether or not the representative is a District employee.

ARTICLE 15

DISCIPLINARY ACTION PROCEDURE

Section 1.

Discipline shall be imposed upon permanent members of the classified service unit only for cause as defined by this Agreement and Board Policy, and pursuant to the procedures in this Article and pertinent law(s). No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor 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 employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing District. A permanent employee is one who has completed an initial probationary period of twelve (12) months of service beyond the initial date of employment by Williams Unified School District. (Education Code section 45113.)

Section 2.

Dismissal

- (a) A permanent employee shall be subject to dismissal for cause only, as determined by the District Board.
- (b) Probationary, temporary, substitute, and short-term employees shall be subject to dismissal at the discretion of the District Superintendent upon approval by the District Board. The Superintendent will normally give notice to non-permanent employees of at least ten (10) work days in cases of dismissal. The procedures set forth in this Article are not applicable to non-permanent employees.

Section 3.

Type of Disciplinary Action That May Be Taken

- (a) Suspension without pay.
- (b) Demotion to a lower salary step or classification.
- (c) Dismissal

Section 4. Counseling

Except in situations where the Superintendent, in his/her discretion, determines that counseling is inappropriate, disciplinary action will be taken only after the employee has been counseled by the supervisor and/or Superintendent regarding unsatisfactory actions or lack of action.

Section 5. Cause for Disciplinary Action

- (a) Incompetency or inefficiency in the performance of the duties of the position.
- (b) Insubordination, including, but not limited to, refusal to do assigned work.
- (c) Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
- (d) Dishonesty relating to any aspect of the person's employment.
- (e) Addiction to or being under the influence of narcotics on the job.
- (f) Absence without leave.
- (g) Willful disobedience.
- (h) Falsifying any information supplied to the School District, including information supplied on application forms, employment records or any other School District record.
- (i) Willful violation of state law or policies or regulations of the District.
- (j) Conviction of felony, conviction of any sex or narcotics offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the position.
- (k) Failure to adequately care for or safeguard assigned District material, equipment and facilities.
- (l) Any other sufficient cause which relates to the person's District employment.

Section 6. Notification to Employee

- (a) When there is evidence of unsatisfactory performance of the duties and responsibilities assigned which involves any of the causes for disciplinary action, as specified in Section 5 of Article XV, the Superintendent will prepare and serve written notice of recommendation for disciplinary action upon the employee and the

Board of Trustees. The notice shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The notice of recommendation for disciplinary action shall include:

- (1) A statement of the specific disciplinary action.
- (2) A statement of the causes for disciplinary action. If a cause alleges violation of state law or policies or regulations of the District, the wording of the specific law, policy or regulations shall be quoted or attached.
- (3) A statement of the specific acts or omissions upon which the recommendation is based.
- (4) A statement of the employee's right to request a hearing if such request is submitted to the District Office within five (5) work days of receipt of the notice. The employee may request a hearing by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute sufficient notice of appeal.

Failure to submit a request within five (5) work days will constitute a waiver of the employee's right to a hearing.

Section 7.

The Employee Has the Following Rights

- (a) The right to request that the hearing be open or closed to the public.
- (b) The right to be represented at the hearing by representatives of his/her choice.
- (c) The right to examine and have copies of all District records relating to the recommended disciplinary action, prior to the hearing

Section 8.

Status of Employee Pending a Hearing

Except as provided herein, any employee against whom a recommendation for disciplinary action has been issued shall remain on active duty status and be responsible for fulfilling the duties of the position pending a hearing. In cases where the Superintendent or his designee determines that continuation of the employee in active duty status would result in a risk or threat to students, staff, or property, the Superintendent (or designee in the Superintendent's absence) may order the employee immediately suspended without pay. Such suspension order shall be immediately followed by the written notification as set forth in Section 6, Article XV, and shall indicate the duration of the suspension.

Section 9.

Hearing Procedure

When a permanent classified employee has requested a hearing to contest the recommendation for the disciplinary action in accordance with the provisions of this Article, the following procedures will be followed:

- (a) Within forty (40) days of the receipt of a request for a hearing, the District Governing Board shall commence a hearing on the recommended disciplinary action.
- (b) The employee shall be given at least ten (10) calendar days advance notice of the time, date, and place of the hearing.
- (c) A party to the hearing process may present witnesses on his/her behalf and shall have the right to examine and cross-examine witnesses.
- (d) A non-English speaking party to a hearing shall have the right to a translator provided by the District upon request.
- (e) The hearing will be held in closed session, unless the employee submits a written request to have the hearing held in open session at least five (5) days prior to the hearing.
- (f) The hearing shall either be tape-recorded or recorded by a court reporter or other professional reporter. The District shall arrange for this recording.

Section 10.

A written decision shall be rendered by the Board of Trustees within forty-five (45) days after the hearing has been finally closed. It shall contain findings of fact and the order of the Board. It shall be the final decision of the District regarding the matter. A copy of the written decision of the Board shall be delivered to the employee and shall be placed in the employee's personnel file.

Section 11.

Claim of Violation of Article

Any claim of violation of this Article shall be presented to and decided by the Board of Trustees during the hearing process. The provisions of this Article shall not be subject to the grievance procedure.

ARTICLE 16

SAFETY

Section 1.

The District is checked periodically for health and safety conditions. This inspection includes, but is not limited to:

- (a) Fire Marshall
- (b) County Health Department
- (c) Safety and Sanitary Inspection
- (d) Liability Insurance Inspection
- (e) Occupational Safety Health Act Inspections
- (f) Bus Inspection

Section 2. Employees will report health and/or safety hazards to the appropriate administrator.

ARTICLE 17 **PROFESSIONAL GROWTH**

Section 1. Definitions

- (a) Professional growth is the continuous purposeful engagement study and related activities designed to achieve, retain, and extend high standards of the classified employees of the District.
- (b) Incentive for Professional Growth shall be that for each approved professional growth activity, as limited by this Article, the District will allow the employee to choose between two (2) incentive plans:
 - (1) A salary award, or
 - (2) District payment of cost.

Section 2. Eligibility

- (a) The Professional Incentive Growth Program shall be available to all permanent classified employees of the District.
- (b) The employee must be working and not on leave of absence during the time the professional growth activity is undertaken.
- (c) Coursework taken prior to or in progress at the time this Article is ratified by the Association and the Board of Trustees will not receive credit for the purpose of this program.

Section 3. Nature of Professional Growth Activities

- (a) The professional growth activity must be job related and a result from attendance at or participation in a college, community college, adult school, trade school, correspondence school, TV course, staff development program, or through educational experiences, such as attendance at institutes, lectures, workshops or seminars sponsored by educational or professional associations.
- (b) The professional growth activity must be related to the following skill areas:
 - (1) Communication Skills (speech, English, writing, bilingual ability, etc.)

- (2) Interpersonal Relations/Personal Growth Skills (psychology, sociology, technical skills outside of the employee's direct job assignment, etc.)
- (3) Job-Related Technical Skills (shorthand, typing, data processing, carpentry, computer technology, nutrition for food services employees, first aid/CPR, etc.)
- (c) The following limitations shall apply to each six (6) units of work:
No more than three (3) units of the six (6) shall be in the area of Interpersonal Relations/Personal Growth Skills.
- (d) Classes may be taken at the end of the workday, provided that the employee's immediate supervisor approves a temporary change of schedule for the employee for this purpose.

Section 4.

Approval and Verification Process

- (a) Advance approval of the professional growth activity must be obtained from the Superintendent before the work is begun. The employee shall submit in writing to or in conference with the Superintendent sufficient information for an approval decision to be made. This information shall include, but not be limited to, the course information or activity to be undertaken, the amount of time the employee will invest and the date of completion, the number of units to be earned, the relationship to the employee's job assignment, the institution or agency providing the course or experience, and the means by which verification of successful completion will be provided. The employee shall also indicate under which incentive plan, salary award or District payment of cost, the activity is being undertaken. If the activity is being undertaken under the District payment of cost plan, the application shall include an estimate of the cost.
- (b) Upon completion of the professional growth activity, written verification of successful completion shall be submitted to the Superintendent for approval. A grade of "C" or better is required in order to receive credit for formal courses. For other activities, certificate of successful participation is required. Where written verification may be difficult or impossible to obtain, the employee must, at the time initial application is made for the credit, work out a means for verification with the Superintendent.

Section 5.

Salary Award Incentive

- (a) Permanent employees who received salary award incentives which were ongoing in nature prior to July 1, 2004, pursuant to the Agreement in effect during the 2003/04 school year, shall continue to receive such awards so long as they continue to be employed by

the District. Commencing July 1, 2004, any new salary award incentives pursuant to this Section 5 shall be governed by the provisions set forth below.

- (b) In accordance with the requirements of this Article, a permanent employee shall be granted a one-time salary award of Three Hundred Dollars (\$300) per year upon the successful completion of six (6) semester units, or the equivalent (fifteen [15] hours equal one [1] unit), of approved professional growth work which is not paid for by the District or completed on paid time. Employees working less than eight (8) hours per day, twelve (12) months per year shall receive the salary award on a proportionate basis, as the number of hours regularly worked per year relates to two thousand eighty (2080).
- (c) The employee will not be eligible for a salary award incentive if any portion of the cost of the professional growth activity was borne by the District. Credit will not be approved if attendance/participation occurs during the employee's normal working day and/or the employee is paid for service to the District at the same time.
- (d) All verifications of completion of professional growth activity must be submitted prior to June 30 of each year.
- (e) The salary award incentive will be issued by separate warrant.

Section 6.

District Payment of Cost Incentive

- (a) At the employee's option, for the first six (6) units of work taken during each two-year period of approved professional growth activities, the District will reimburse the employee for the actual out-of-pocket costs upon receipt of verification of successful completion.
- (b) If the employee has chosen the District payment of cost option, the cost shall not exceed Three Hundred Dollars (\$300).
- (c) Written verification of the actual cost, including receipts, must be submitted before reimbursement will be made.

ARTICLE 18

LAYOFF PROCEDURE

Section 1.

Bargaining unit members shall be subject to layoff for lack of work and/or lack of funds.

- (a) A layoff for purposes of this Article shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds
- (b) The impacts and effects of the layoffs shall be negotiated. Any

decision to reduce hours shall be a subject of negotiations.

Section 2. CSEA Notification and Consultation

The District shall notify CSEA in writing of potential layoffs as least thirty (30) calendar days prior to March 15 for layoffs effective the following school year. The District and CSEA shall meet to negotiate the impacts and effects of the layoff.

- (a) The District shall provide CSEA a seniority roster. CSEA will review the roster and notify the District of any errors in the seniority listing.
- (b) The sole remedy for unit member(s) improperly laid off and otherwise entitled to employment shall be immediate re-employment upon discovery of the error.
- (c) Upon reinstatement, the bargaining unit member's seniority, step placement, vacation accrual rate and accumulated sick leave hours shall be restored as if there were no interruption in service.

Section 3. Employee Notification

The District shall notify each affected bargaining unit member in writing by certified mail sent to the most recent address provided to the District by the employee. The notice shall be received by the bargaining unit member no later than March 15 for layoffs effective in the ensuing year.

Section 4. Order of Layoff

Layoffs shall be made in reverse order of seniority in the classification in which the layoff occurs.

- (a) The bargaining unit member with the least seniority in the affected classifications, including any higher classifications previously held, shall be laid off first.
- (b) Seniority shall be determined by the bargaining unit member's initial hire date with the District.
- (d) If two (2) or more bargaining unit members have equal seniority in a classification, the bargaining unit employee with the earlier hire date to any position in the bargaining unit shall be considered most senior. If a tie still exists, seniority shall be determined by lot.

Section 5. Displacement “Bumping” Rights

Bargaining unit members receiving a layoff notice may exercise seniority-based bumping rights as follows:

- (a) Bargaining unit members with sufficient seniority in the classification may displace another member with lower seniority in the same classification
- (b) Bargaining unit members shall have the right to bump up to a higher classification in which they have had previous service but can only use the seniority they acquired in the higher classification.
- (c) If a bargaining unit member lacks sufficient seniority to bump within their classification, they may exercise bumping rights in another classification in which they have established seniority through service in a position within that classification. Seniority shall not be established through out-of-class work.
- (e) A bargaining unit member displaced through this layoff procedure shall have the same bumping rights as if they were being laid off.

Section 6. Re-Employment Rights

Bargaining unit members laid off shall remain eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants, with offers made in reverse order of layoff based on seniority in the classification where the layoff occurred. They shall also be eligible to participate in promotional placement processes.

- (a) Bargaining unit members who-accept voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall retain eligibility for their original classification or hours without limitation in time ranked on the re-employment list in accordance with their seniority.
- (b) Bargaining unit members laid off shall receive payment for all earned unused vacation at time of layoff.
- (c) Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

- (d) Bargaining unit members who elect separation in lieu of displacement or who voluntarily accept reassignment to a vacant position in another classification without exercising displacement rights shall maintain their reemployment rights under this Article.

- (f) Bargaining unit members shall be re-employed in the highest available job classification based on their length of service in the classification from which they were laid off, including any higher classifications previously held. Unit members who accept a position lower than their former classification shall retain re-employment rights to the higher classification for sixty-three (63) months.

Section 7. Re-Employment Notification

Eligible bargaining unit members shall be notified by certified mail to the last address given the District in writing or by a verbal offer followed by written confirmation.

- (a) Bargaining unit members shall have three (3) working days to respond to a verbal offer of re-employment, followed by written confirmation of acceptance or declination issued by the District. For written offers sent via certified mail, members shall have five (5) working days from the date of delivery to respond. Upon accepting an offer, the member must return to work within five (5) working days from the date of acceptance. A rejection of a re-employment offer shall not alter the member's status or reduce their remaining time on any re-employment list.

After three (3) refusals of re-employment offers, a unit member may elect to pause notifications of future vacancies by submitting written notice to the District Personnel Office indicating temporary unavailability for re-employment. The member shall not receive further vacancy notifications until they provide written notice to the District Personnel Office confirming their availability for re-employment. Electing to pause notifications of future vacancies shall not pause or extend the 39-month reemployment eligibility period under Education Code section 45298, which shall continue to run uninterrupted from the date of layoff.

ARTICLE 19

DISTRICT RIGHTS AND POWERS

Section 1.

It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to:

- (a) Determine its organization.
- (b) Direct the work of its employees, determine the time and hours of operation, determine kinds and levels of services to be provided and the methods and means of providing these services.
- (c) Hire all employees, and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion, and to promote, assign, and discipline employees.
- (d) Determine the number and kinds of personnel required.
- (e) Build, move or modify facilities, establish budget procedure and determine methods of raising revenue; and take action on any matter in the event of an emergency.

Section 2.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms thereof, are in conformance with the Constitution and the laws of the State of California and the Constitution and laws of the United States.

ARTICLE 20

SAVINGS PROVISION

Section 1.

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Both parties hereby ratify the foregoing Agreement:

Date: 2-5-26, 2026

FOR THE WILLIAMS UNIFIED
SCHOOL DISTRICT:

By: Sandra Ayón, Ed.D. Superintendent



Date: 2-5-26, 2026

FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION and
its WILLIAMS CHAPTER NO. 556:

M. Salcedo

By: Maria Salcedo, CSEA President

APPENDIX "A"

WILLIAMS UNIFIED SCHOOL DISTRICT ARTICLE 9: CLASSIFIED FRINGE BENEFITS

A. Plans Available

The following California Valued Trust Plans shall be available to bargaining unit employees:

1. Health Insurance
 - a. Anthem Blue Cross Plan 1
(No deductibles, no coinsurance)
 - b. Anthem Blue Cross Plan 6
(\$250 deductible, \$500 family deductible, Coinsurance paid at 80%)
\$20 office visit co-pay
 - c. Anthem Blue Cross Plan 8
(\$500 deductible, \$1,000 family deductible,
Coinsurance paid at 80%)
\$30 office visit co-pay
 - d. Anthem Blue Cross HDHP-1
(\$1,700 deductible, \$3,400 family deductible,
Coinsurance paid at 90%)
 - e. Anthem Blue Cross HDHP-2
(\$2,600 deductible, \$5,200 family deductible,
Coinsurance paid at 80%)
 - f. Anthem Blue Cross Wellness Plan
(\$500 deductible, \$1,000 family deductible,
Coinsurance paid at 90%)
 - g. Anthem Blue Cross Bronze Plan
(\$5,000 deductible, \$10,000 family deductible,
Coinsurance paid at 70%)

PRESCRIPTION DRUG PLAN A (\$5/\$22 co-pay) for health plan 1

PRESCRIPTION DRUG PLAN B (\$7/\$15/\$30 co-pays) for
Health plans 6, 8

PRESCRIPTION DRUG PLAN C (\$7/\$25/\$40 co-pays) for
Wellness Plan

Dental Insurance

Delta Dental Standard Incentive Plan Orthodonture for Children Only, 50/50 \$500 Lifetime Maximum

Vision Insurance

Vision Service Plan B with \$15 Co-pay (Exam and lenses every 12 months, frames every 24 months)

Life Insurance

Group Term Life Insurance
(\$10,000 of coverage)

B. District Contributions to Health Benefits

Beginning July 1, 2023, the District shall contribute up to Eight Hundred Thirty-Five Dollars (\$835.00) per month per full-time union member towards the actual cost of health benefit premiums for the employee only health package, up to Nine Hundred Thirty-Five Dollars (\$935.00) per month per full-time union member towards the actual cost of the health premiums for employee plus one health package, up to Eight Hundred Eighty-Five Dollars (\$885.00) per month per full-time union member towards the actual cost of the health premiums for employee plus children, up to One Thousand Thirty-Five Dollars (\$1,035) per month per full-time union member towards the actual cost of the health benefit premiums for the employee plus family health package. This amount shall constitute the District's maximum monthly obligations ("CAP") until negotiated otherwise.

C. Payroll Deductions

In the event the monthly cost of a bargaining unit employee choice of benefit plans exceeds the District's monthly cap, the District is authorized to make whatever payroll deduction that may be necessary in order to maintain benefit coverage for such employee.

D. Eligibility

1. Employees Hired July 1, 2004 or Later

- a. Eligibility for full benefits for employees hired on or after this date requires six (6) hours or more of regularly assigned daily service.
- b. Any employee employed in a position with assigned hours of less than six (6) hours per day will have the option of participating in District employee insurance programs but only at the employee's expense.

2. Certain Part-Time Employees Hired on or After July 1, 1997, but Before July 1, 2004

Employees hired during this time working four (4) or more, but less than seven (7), hours of regularly assigned service who received District benefits as they were

full-time employees shall continue to receive such benefits as if they are full-time employees so long as they continue to work four (4) or more hours per day.

3. Less than Four (4) Hour Employees Hired on or Before September 1, 1985

a. Four (4) or More Hours Per Day

Employees hired on or before this date who were working four (4) hours or more per day will be considered full time for purposes of benefit eligibility.

b. Less Than Four (4) Hours Per Day

Employees hired on or before this date, working less than four (4) hours per day, will have the option of taking medical, dental, and vision insurance coverage. The District will pay the portion of the cost of coverage that the hours worked by the employee per week bears to forty (40). Ten (10) month employees who work less than four (4) hours per day will have their summer premiums prorated through their work year.

c. In the event a less than four (4) hour per day employee who is taking benefits in accordance with D.3.b above becomes a four (4) or more hour per day employee, he/she shall become eligible for benefits in accordance with D.3.a. above.

E. Retirement Benefits

Upon reaching their 60th birthday, employees with fifteen or more years of service in the District will be provided District-paid health, vision and dental insurance upon retirement and until their 65th birthday. The insurance shall be for the employee only, and a person must retire from the District in order to be eligible for these benefits.

F. Compliance

Participation shall be subject to the Rules and Regulations of the California Valued Trust

APPENDIX "B"

**WILLIAMS UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2025-2026 SCHOOL YEAR**

| CSEA | COLUMN C | COLUMN C2 | COLUMN D | COLUMN E | COLUMN F | COLUMN G | COLUMN H | COLUMN I |
|---------|---|-----------------------------------|--|---|--------------------------|---|--|----------------|
| 2025-26 | Attendance Clerk Library Coordinator Cafeteria Assistant Paraeducator Academic Technician | Bilingual Instructional Assistant | Custodian/ Groundskeeper Bilingual Bilingual Clerk Health Aide Clerk | Child Development Aide Alt. Ed. Secretary Counseling Secretary Migrant Ed Liaison | Cafeteria Coordinator | Utility/Maintenance Technician Technology Support Tech | Utility/Maintenance Technician Lead Bus Driver | Site Secretary |
| STEPS | HRLY | HRLY | HRLY | HRLY | HRLY | HRLY | HRLY | HRLY |
| 1 | \$17.56 | \$18.44 | \$19.41 | \$19.64 | \$20.77 | \$21.47 | \$22.14 | \$23.11 |
| 2 | \$18.51 | \$19.44 | \$20.41 | \$20.63 | \$21.89 | \$22.64 | \$23.38 | \$24.42 |
| 3 | \$19.40 | \$20.38 | \$21.49 | \$21.68 | \$22.99 | \$23.73 | \$24.48 | \$25.59 |
| 4 | \$20.41 | \$21.41 | \$22.50 | \$22.71 | \$24.13 | \$24.90 | \$25.72 | \$26.87 |
| 5-7 | \$21.40 | \$22.48 | \$23.65 | \$23.89 | \$25.29 | \$26.11 | \$26.95 | \$28.16 |
| 8-10 | \$22.43 | \$23.55 | \$24.84 | \$25.11 | \$26.57 | \$27.46 | \$28.33 | \$29.59 |
| 11-13 | \$23.48 | \$24.67 | \$26.00 | \$26.26 | \$27.80 | \$28.74 | \$29.66 | \$31.00 |
| 14-16 | \$24.54 | \$25.77 | \$27.20 | \$27.49 | \$29.10 | \$30.08 | \$31.00 | \$32.40 |
| 17-19 | \$25.65 | \$26.94 | \$28.35 | \$28.69 | \$30.36 | \$31.37 | \$32.36 | \$33.82 |
| 20-22 | \$26.72 | \$28.05 | \$29.52 | \$29.87 | \$31.63 | \$32.71 | \$33.69 | \$35.22 |
| 23-26 | \$27.78 | \$29.17 | \$30.72 | \$31.04 | \$32.87 | \$33.97 | \$35.06 | \$36.65 |
| 27-30 | \$28.84 | \$30.29 | \$31.92 | \$32.30 | \$34.15 | \$35.28 | \$36.43 | \$38.07 |
| 31-33 | \$29.93 | \$31.42 | \$33.09 | \$33.47 | \$35.44 | \$36.59 | \$37.77 | \$39.46 |
| 34-37 | \$31.02 | \$32.57 | \$34.25 | \$34.66 | \$36.68 | \$37.89 | \$39.08 | \$40.81 |