

AGREEMENT

between the

MOTHER LODE UNION SCHOOL DISTRICT

and the

CLASSIFIED EMPLOYEES' BARGAINING UNIT

2008-2011

September 22, 2008

Mother Lode CSEA Agreement 2008/2011

ARTICLE I

AGREEMENT

This Agreement is entered into this **22nd day of September, 2008** by and between the Mother Lode Union School District (hereinafter referred to as "District" or "Board"), and the California School Employees' Association, Mother Lode Bi-Centennial Chapter 661 (hereinafter referred to as "Association").

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ARTICLE II

RECOGNITION

The Association is recognized as the exclusive representative of those District classified employees in classes listed in Appendix A. The unit shall not include any position designated as management, confidential, supervisory nor shall it include positions assigned short term and student employees. Bargaining unit positions may be expanded or reduced upon mutual agreement of the parties or a determination by the Public Employment Relations Board (PERB).

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ARTICLE III

CHECKOFF AND ORGANIZATIONAL SECURITY

A. Checkoff

CSEA will have the sole exclusive right to have membership dues and service fees deducted by the District for employees in the bargaining unit.

1. The District will, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans and programs jointly approved by CSEA and the District.
2. The District will pay to the designated payee all sums so deducted as soon as possible in coordination with the County Office of Education's schedule for payment of deductions.

B. Dues Deduction

The District will deduct in accordance with the CSEA dues, as determined yearly by CSEA, the dues from the wages of all employees who are members of CSEA as of the date of execution of this Agreement, and who have submitted dues authorization forms to the District.

1. The District will deduct the dues in accordance with the dues fees schedule from wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues deduction authorization form.

C. Service Fee

CSEA and the District agree that employees in the bargaining unit should contribute equally toward the cost of administration of this Agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.

Employees in the bargaining unit who were not members of CSEA on December 1, 1985, shall be exempt for all provisions contained herein.

Any employees who hereafter comes into the bargaining unit shall either within thirty (30) days of the date of this Agreement or his/her employment, apply for membership and execute an authorization for dues deduction on a form provided by CSEA or in the alternative, the District shall deduct from the salaries of employees not applying for membership, a service fee in accordance with the CSEA dues and service fee schedule.

However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

In the event that an employee revokes a dues or service fee authorization, or fails to make arrangements with CSEA for the direct payment of service fees, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.

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Religious Objection--Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to CSEA, Chapter #628, which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization or charitable fund exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list:

- Snowline Hospice
- United Way
- Pride and Joy
- Make a Wish Foundation

Deduction and Payment of Charitable Contributions: Any employee who belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement or their employment, present proof to CSEA that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three organizations listed in Section 7.4 of this Agreement, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

D. Conditional Effectiveness. As a condition of the effectiveness of this Article, the Association agrees:

1. To indemnify and save the District, each individual School Board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the District for the purpose of complying with this Article.

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ARTICLE IV

EMPLOYEE RIGHTS

Personnel Files

1. Upon request, an employee shall be granted reasonable access to review his/her personnel file consistent with District operational needs and state law.
2. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
3. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
4. 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 Employer.
5. Information of a derogatory nature, except material mentioned in paragraph 3 of this article, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon.
6. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
7. The following shall apply to a member of the bargaining unit in any case involving a dismissal, suspension, and/or other disciplinary action.

Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Governing Board may, at its discretion, dismiss a probationary classified employee from the employ of the District. A probationary employee shall not be entitled to a hearing.

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ARTICLE V

EVALUATION

- A. **Frequency.** All classified employees shall receive formal evaluations at least once during the probationary period, and yearly thereafter by March 1. More frequent evaluations may be requested by the employee or conducted by his/her supervisor.

- B. **Probationary Evaluations.** Probationary employees shall receive formal evaluations by their supervisors at the completion of the third, seventh and eleventh month of employment. If the evaluation of the employee is satisfactory at the conclusion of the twelfth complete month of service, the probationary employee shall be considered as a permanent employee.

- C. **Negative Evaluations.** In the case of an unsatisfactory evaluation report, the employee will be given the opportunity to submit a statement to be attached to his evaluation report. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. No employee who receives an unsatisfactory performance evaluation shall be eligible for step advancement, until after receiving a satisfactory evaluation as described below.

- D. **Review of Unsatisfactory Evaluation.** If an employee receives an unsatisfactory evaluation and is allowed to continue in employment, that employee shall be reevaluated by June 1. Whenever such employee receives a satisfactory evaluation, he/she shall be allowed to progress to the next step of the salary table if such move is available.

- E. **Disposition of Evaluation Reports.** All evaluations completed by supervisors and signed by the employee will be forwarded immediately to the District Office for review. If an unsatisfactory evaluation is given, the employee and his immediate supervisor may be called in for a conference. The evaluation will be placed in the personnel file of the employee. All evaluations are to be discussed with and signed by the employee. The employee's signature does not indicate the employee agrees with the information provided in the report. The personnel file of each employee shall be maintained at the District's Central Administrative Office.

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ARTICLE VI

ASSOCIATION RIGHTS

- A. Access and Other Rights.** The Association shall have the following rights:
1. Access with prior permission of the District Administration to areas in which employees work, for the purpose of representing bargaining unit members in the grievance process;
 2. Use of limited space of institutional bulletin boards, and use of intra/inter office mail system for posting or transmitting information regarding Association business. Such use shall be non-political and in keeping with positive employer-employee relations. Any posting shall be signed and dated by the person posting it. If necessary management reserves the right to remove outdated, unsigned or offensive material;
 3. Use of institutional equipment at reasonable cost, use of facilities and buildings at reasonable times providing such use is prescheduled and does not interfere with District operations;
 4. Access to employees' personnel records when accompanied by the employee or upon presentation of written authorization signed by the employee allowing such access;
 5. Upon written request, a complete seniority listing of bargaining unit employees with classification and primary work location assignment. Such listing shall be provided by October 31, of each year;
 6. Upon written request, copies of normally prepared material related to matters within the scope of negotiations pertaining to bargaining unit employees which are necessary for the Association to fulfill its obligations as exclusive representative of the unit; and
 7. Upon written request and at reasonable times, the ability to review non-privileged and non-confidential material in the possession of or produced by the District relating to matters within the scope of negotiations and pertaining to bargaining unit employees.
- B. Distribution of Contract.** The District shall print and provide a copy of this contract to every employee in the bargaining unit.
- C. Release Time for Association Meetings.** Night (evening) custodians shall be provided up to forty-five (45) minutes of release time, three (3) times per year for the purpose of attending CSEA meetings for the following activities:
1. Voting on proposed reopeners.
 2. Ratification votes on reopeners.
 3. Election of officers (December).

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- D. Release Time for Polling Places.** One (1) hour of release time shall be provided to one (1) CSEA representative to serve as a polling place observer for each of the District's three sites not to exceed three times per year.

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ARTICLE VII

DISTRICT RIGHTS AND RESPONSIBILITIES

- A. Reserved Rights.** It is expressly agreed that all rights which ordinarily vest in and have or could have been exercised by the District, except those which are clearly and expressly relinquished by the written terms herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without further negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action under the term of this Agreement. Such District's rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the District.
 2. Continue its rights, policies, and practices of assignment and direction of its classified staff, determine the number of classified staff, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
 3. The right to direct all personnel, including the right to hire, promote, discipline, suspend, discharge, transfer, assign work duties, and positions, determine the size of the work force, and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or providing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of all employees including physical conditions.
 7. Determine the number of facilities, their location or relocation, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities and modifications thereto.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the District's annual budget, financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of and duties and responsibilities of the administrative organization and all other personnel groups, their functions, authority, amount of supervision, and table of organization.

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11. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
12. Determine solely the educational processes of the District, its methods, programs, curriculum plans, philosophy, facilities, equipment, texts, materials and any and all other pertinent and related changes, additions, reductions, subjects, matters, and conditions.
13. Take whatever action necessary to prepare for or operate in an emergency as determined by the District.

B. Non-impaired Rights Not Negotiable. The matters contained in this Agreement and/or the exercise of any such rights of the District are not subject to further negotiations between the parties during the term of this Agreement, nor shall the exercise of such rights make this Article subject to any problem resolution procedure available under this agreement.

C. No Restriction or Waiver. The listing of specific District rights in this Agreement is not intended to be nor shall it be restrictive of or a waiver of any rights of the District not listed and specifically surrendered herein whether or not such rights have been exercised by the District in the past.

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ARTICLE VIII

HOURS OF WORK

- A. Normal Hours.** The normal number of hours of regular employment of an employee is eight (8) hours a day, and forty (40) hours a week. However, the Governing Board may employ persons for lesser periods of time and may, through authorized administrators, order and authorize employees to work in excess of eight (8) hours in one day or forty (40) hours in one week.
- B. Assignment.** Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours at the beginning of the school year or his/her employment, which shall not be changed without prior notice.
- C. Lunch Period.** All employees assigned to work more than four (4) hours per day covered by this Agreement shall be entitled to an uninterrupted lunch period not to exceed one (1) hour and not less than one-half (1/2) hour, as assigned by the employee's immediate supervisor. Employees may request their preference.
- D. Snow Days.** In the event a "snow day" is declared, each employee in the unit whose work is not dependent on the student calendar shall be required to report to the District per his or her normal work schedule. In the event an employee whose work is dependent on the student calendar reports for work prior to being notified of a "snow day", that employee shall receive two hours minimum show-up pay at his/her regular base rate. Should a "snow day" be declared at mid-day, employees shall not lose normally assigned hours for that day.
- E. Guaranteed Hours.** Nothing in this article shall be construed to guarantee any employee a certain number of working hours per day, days per week, weeks per month, or months per year. Permanent reductions in assigned time shall be handled in accordance with the provisions of the Layoff Article (XIX).
- F. Voting Time Off.** If an employee's work assignment is such that such assignment encompasses the entire time the polls are open and thereby denies the employee the opportunity to vote in any federal, state, or governmental election in which the employee is entitled to vote, the supervisor shall arrange to allow sufficient time for voting by the employee without loss of pay.
- G. Rest Period.** All bargaining unit employees shall be granted rest period which, insofar as practicable, shall normally be in the middle of each work period of 4 hours or more at the rate of fifteen minutes per period. Rest periods are a part of the regular work day and shall be

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compensated at the regular rate of pay of the employee.

- H. Rest Facilities.** The District shall continue to make available lunch area, restroom, and lavatory facilities at District work sites.
- I. Adjustment of Assigned Time.** Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the beginning of the next payroll period.
- J. Ten Hour Work Days.** The District may establish a ten (10) hour per day, forty (40) hour, four (4) day work week for all, or certain classes of its employees, or for employees within a class when, by reason of the work location and duties actually performed by such employees, their services are not required for a work week of five (5) days, provided the District notifies the Association of the establishment of such work schedule.
- K. Out of Class Pay.** Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with their classification, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) working days within a 15-calendar-day period except as authorized herein.
- An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification.
- To be eligible for out of class pay, the employee must receive the assignment in writing by the appropriate manager. Such written notification shall be given at the time of the assignment or within three (3) working days thereafter.
- L. Extra Work.** Extra work shall be offered on a rotating basis in each department by site and seniority.
- M. Shift Assignment.** Should the District wish to assign any classified employee to a work shift that begins after 1:00 p.m., the parties agree to meet and negotiate prior to any change.
- N. Substitute Employee.** Substitute employee means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the District is engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the

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governing board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provided for a different period of time

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ARTICLE IX

OVERTIME

- A. Definition.** Overtime is that time authorized and worked under the conditions specified in this Article and consistent with the Fair Labor Standards Act, except in emergencies.
- B. Authorization Required.** Prior to performing any overtime, except in an emergency, the need for such overtime will be determined and, if found necessary, will be recommended by the employee's immediate supervisor and approved by the Superintendent.
- C. Rate of Payment.**
1. Pay will be based on the individual's current rate of pay.
 2. Time and one-half will be paid for:
 - a. All time worked beyond eight (8) hours on any one day or forty (40) hours in a work week, including all work, regardless of classification.
 - b. All Saturday, Sunday, and legal holiday time except any employee whose regular work schedule includes Saturday and Sunday shall not be paid overtime for regularly scheduled Saturday or Sunday work.
 3. Overtime pay on an observed legal holiday shall be in addition to holiday pay.
- D.** If a four (4) day workweek is established by the District, the overtime rate shall be paid for all hours worked in excess of the required workday of ten (10) hours. Work performed on the fifth, sixth, and seventh day shall be compensated for at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work, provided such work qualifies as overtime according to the Education Code provisions governing such work.

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ARTICLE X

CALL-IN AND CALL-BACK

- A. Call-In Time.** Any employee unexpectedly called-in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement.
- B. Call-Back.** Any employee called back to work after completion of his/her regular assignment and departure from his/her worksite, shall be compensated for at least two (2) hours of pay at the appropriate rate of pay, regardless of the actual time worked. Subsequent calls within the two (2) hour minimum shall not earn a separate minimum but the employee may be reimbursed for mileage from home to worksite and return for the second and subsequent returns to work on the same day. Any work beyond the minimum shall be at the appropriate rate of pay.

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ARTICLE XI

SALARIES AND BENEFITS

- A. **Salaries.** The Classified Salary Schedule is structured so that there is consistency as follows:
There is 1.75% between each Range of the salary schedule, and
There is 4.50% between each Step of the salary schedule.
The schedule consists of six (6) steps.
The schedule in effect during the 2007/08 school year shall continue without change through 2008/09. Should any recognized bargaining unit in the District receive a salary increase for the 2007/08 school year or the 2008/09 school year, the District and CSEA will reopen negotiations to discuss salary adjustments.
- B. **Benefits.** The District will provide medical/hospitalization, dental, and vision coverage for all eligible full-time employees and for employees working half-time, but less than full-time on a prorated basis (via payroll deduction or other approved arrangement) on the following basis for the duration of this agreement:
1. Medical,
 2. Dental,
 3. Vision,
- Insurance premiums shall be paid up to **\$1,140.45** per month or no more than **\$13,685.35** per year for the **2008/09** school year. It is agreed that any increased amount that may be necessary is to be considered as part of any compensation package negotiated for that year.
- C. **Physical Examinations.** Examinations for tuberculosis will be required every four (4) years. Such examinations and release time for such examinations shall be provided by the District, if necessary. The District shall provide for any physical examination required for renewal of Bus Driver's Medical Certificate.
- D. **Reopeners for 2009/2010 and 2010/2011.**
This article shall be subject to a reopener during each year of the Agreement.
If any other bargaining unit is provided a salary reopener during the term of this Agreement, CSEA shall be provided the same right to reopen salaries.
- E. **Longevity.** Longevity payments are based on the top step (step 6) of each classification. Effective July 1, 2002, the longevity schedule shall be as follows:
- | | |
|-------------------------|----|
| 10-14 Years in District | 3% |
| 15-19 Years in District | 5% |

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20+ Years in District

7%

These percentage increases are NOT cumulative.

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ARTICLE XII

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of the Agreement.
2. A "day" is any day in which the central administrative office of the Mother Lode Union School District is open for business.
3. A "grievant" may be any employee covered by the terms of this Agreement who is adversely affected by the alleged grievance.
4. The "immediate supervisor" is the lowest level District administrator having immediate jurisdiction over the grievant.

B. Informal Level - Specific Time Limits.

1. Before filing a formal grievance, the grievant shall attempt to resolve the problem by an informal conference with his immediate supervisor within ten (10) days of the occurrence giving rise to the problem or within ten (10) days of the time he or she could have reasonably known of the occurrence. The employee must advise his/her supervisor that this discussion is the informal level of the grievance procedure. The supervisor shall give an answer within five (5) days.

C. Formal Level.

Level 1. Within eight (8) days after receipt of the informal response, the grievant must present his grievance in writing to his immediate supervisor on a form provided by the District.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

Level 2. If the grievant is not satisfied with the decision at Level 1, he may within five (5) days appeal the decision on the appropriate form to the Superintendent or designee.

This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for appeal.

The Superintendent or his designee shall communicate his decision to the grievant

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within ten (10) days. If the Superintendent or his designee does not respond within the time limits provided, the grievant may appeal to the next level.

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

Level 3. If the grievant is not satisfied with the decision at Level 2, he/she may within five (5) days request Mediation. A mediator from the State Mediation and Conciliation Service shall be invited to meet with the parties in an attempt to resolve the grievance.

Level 4. If the grievant is not satisfied with the disposition of the grievance at Level 3, he/she may within five (5) days request a hearing before the Board of Trustees on the grievance. The grievant shall be notified at which meeting the Board will hear the case as presented by the employee or his representative and a representative of the District. Such hearing shall normally be scheduled within thirty (30) days from the date of request. The decision of the Board of Trustees shall be final.

D. General Provisions.

1. No reprisals of any kind shall be taken by the Board or the administration against any employee because of participation in this grievance procedure.
2. If a problem arises near the end of the school year, all parties shall make every effort to resolve the problem before the end of the school year.
3. Employees shall have the right to representation of choice at all formal levels of this procedure. If the right is to be exercised, the grievant shall give the name of such representative to the grievant's immediate supervisor at least 24 hours prior to the representative's participation in any meeting affecting this section. After receiving permission from his/her immediate supervisor, an employee representative shall be permitted to leave his/her normal work area in order to assist in processing of grievance with management.

If permission is not granted, the supervisor shall offer an alternative time when such permission can be granted.

4. When the District, or the Association with prior notice to the District, requires any employee, including witnesses, to be absent from the employee's duties to process a grievance, release time shall be granted at no cost. Grievances will be handled during the workday (when possible) at an appropriate time for all parties involved and providing the least disruption to District services.
5. Documents, communications, and records dealing with grievance resolution will not be included with the personnel files of any participant.
6. Neither party may seek other relief until the provisions of this policy have been exhausted.
7. Extension of the timelines in this policy may be granted upon mutual agreement.
8. If the grievant and the Superintendent agree, Level 1 of the grievance procedure may be bypassed and the grievance brought directly to Level 2. The immediate supervisor shall be

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notified.

9. The Board and the administration shall cooperate with the employee representative in its investigation of any formally filed grievance.
10. Prior to resolution of any grievance in which the exclusive representative did not participate, a copy of the proposed settlement shall be given to the Association which shall have ten (10) days to review same and respond to the parties with any concerns.

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ARTICLE XIII

HOLIDAYS

- A.** The following holidays are scheduled with pay for all classified employees working on a calendar month basis. In order to receive compensation for the holidays below, the employee must be in a paid status on the District workday before or the District workday after the holiday listed:
- Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day Following Thanksgiving (Friday)
 - Day before Christmas
 - Christmas Day Observance
 - In Lieu of Admission Day (Floating day to be determined by employee and employee's immediate supervisor)
 - Day before New Years
 - New Years Day Observance
 - Dr. Martin Luther King Jr.'s Birthday
 - Lincoln's Birthday
 - Washington's Birthday
 - Memorial Day
- B.** Every day appointed by the President, and the Governor of this State and the Board of Trustees as provided for in applicable provisions of the Education Code for a public fast, thanksgiving or holiday shall be treated as a Holiday.
- C.** Employees in the bargaining unit who are not normally assigned to duty during the school holidays of the Winter recess period, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- D.** When a legal holiday falls on Sunday, the following day is declared a holiday, except the Monday following Easter Sunday. When a legal holiday falls on a Saturday, the preceding Friday is declared a holiday.
- E.** Whenever a holiday occurs during a time period (e.g. December or April) that not all schools are in session, nevertheless, classified employees will receive pay at their same rate as if working in regular or full service (all schools open).

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ARTICLE XIV

VACATION

A. Eligibility. Unit members are eligible for the schedule of vacation accrual listed below based upon a full time work year of 2080 hours or pro-rated portion thereof.

Years of Service	Hours/ # Days/	10 Month	11 Month	12 Month
	Month Month	Days/Year	Days/Year	Days/Year
0 through 3	8 1.00	10.00	11.00	12.00
4 through 6	10 1.25	12.50	13.75	15.00
7 through 9	12 1.50	15.00	16.50	18.00
10 through 15	14 1.75	17.50	19.25	21.00
16 through 20	15.33 1.916	19.16	21.08	23.00
Over 20 Years	16 2.00	20.00	22.00	24.00

B. Use. Unless approved in writing by the Superintendent, an employee must use all of his/her accumulated vacation annually.

C. Exception. The Superintendent may authorize annual vacation to be carried over to the following year when it is necessary to deny a vacation leave request to meet the needs of the District and the employee is thereby placed in jeopardy of losing vacation leave. Such carryover is to be utilized within 180 days of the date of denial, and approved by the employee's supervisor.

D. Advance Usage. An employee may be granted vacation during the year even though not earned at the time the vacation is taken. If an employee is terminated and had been granted vacation which was not yet earned at the time of termination the District shall deduct from the employee's final check the full amount of salary which was paid for such unearned vacation taken.

E. Rate of Pay. Vacation shall be paid at the rate of pay earned at the time the vacation is commenced.

F. Payment on Termination. Upon separation from service, an employee shall be entitled to compensation for all earned and unused vacation.

G. Other Leaves. Upon request, the Superintendent may allow classified employees to interrupt or terminate vacation leave in order to begin another type of paid leave without return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

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ARTICLE XV

LEAVES

A. Leaves of Absence

The Superintendent may approve all temporary leaves in accordance with established Board policies.

1. Any employee when absent from duty for any reason must notify the District as soon as possible of his/her inability to report to work by contacting his/her immediate supervisor in order that coverage for the position may be arranged.
2. Employees earn all benefits due to him/her as a regularly employed individual while on approved paid leaves.

B. Temporary Leaves. (Granted by Superintendent)

1. Absence for Illness or Injury

- a. Employees accrue sick leave at a rate of one day per month for each full month worked. Such leave shall be accumulated from year to year provided there is unused accrued leave. Earned sick leave for regular part-time employees shall be computed proportionately. "A month worked" shall be defined as the employee being in a paid status for at least one half plus one of the scheduled duty days of that month.
- b. Upon exhaustion of all accumulated illness/injury leave credit and earned vacation, a unit member who continues to be absent under the provisions of this Article shall receive the difference between his/her pay and the amount actually paid a substitute, or shall receive for up to one hundred (100) days, 50% of the employee's regular salary.
- c. Sick leave is credited to the employee's account in advance of accrual. The amount of sick leave an employee may use at any time is the total amount credited to his/her account, whether or not it has actually been accrued. In the event an employee leaves the employ of the District after having used more earned sick leave than the total amount earned at the rate of one (1) day per month, the unearned portion shall be reimbursed by deduction from his/her final warrant or by cash payment to the District.
- d. Classified employees may charge doctor, dentist, chiropractor, recognized religious practitioner, and optometrist appointments against sick leave. However, whenever possible such appointments should be made when they would not conflict with the employee's normal duties.

2. Industrial Accident and Illness Leave

- a. All employees are covered by workers' compensation for injury on duty.
- b. A member of the classified service who is absent from duty because of an industrial accident or illness shall be entitled to industrial accident or illness leave under the

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- following conditions and regulations as authorized under Education Code Section 45192.
1. Any absence which is supported by a doctor's certificate and which is verified by the Workers' Compensation Insurance authorities as qualified for Workers' Compensation is an absence payable under industrial illness and accident leave. During the period of determination by the Workers' Compensation Insurance authorities, the payroll charge will be made to the employee's sick leave account. If the claim is approved, an adjustment will then be made restoring the employee the sick leave previously charged from the first day of absence and a charge made in lieu thereof to industrial illness and accident leave.
 2. Allowable leave shall be for sixty (60) days when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
 3. Allowable leave shall not be accumulated from year to year.
 4. Such leave shall commence on the first day of absence.
 5. When a classified employee is absent from his duties resulting from an industrial accident or illness, he shall be paid such portion of the salary due him for any month in which the absence occurs as, when added to his temporary disability indemnity (Div. 4 or Div. 4.5 of the Labor code) will result in a payment to him of not more than his full salary.
 6. An industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
 7. In the event an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
 8. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code Section 45191, and for the purposes of each of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.
 9. Should an employee continue to be receiving temporary disability indemnity, he may elect to take as much of the dollar value of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to him of not more than his full salary.
 10. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
 11. In order to qualify for the benefits of the industrial accident and illness policy, a

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classified employee must have served a period of continuous permanent service in the Mother Lode Union School District for not less than one year.

12. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees so authorizes travel outside the State. Periods of leave of absence because of industrial accident, paid or unpaid shall not be considered a break in service.

C. Pregnancy Leave

1. A sick leave absence with pay will be granted for a disability caused by pregnancy when the attending physician certifies that the employee is physically disabled and cannot perform regularly assigned duties. Pregnancy disability absence shall be charged to sick leave and/or extended disability in the same manner as other illness absences.
2. To be eligible for pregnancy disability leave, the employee must work until a physician certifies that the employee is temporarily disabled and must return to work not later than the beginning of the week following the physician's verification that the employee is released to return to duty.
3. The period of paid absence shall be limited to that period of medical disability as verified by the physician.
4. After initial written verification of temporary disability resulting from pregnancy, the employee shall be responsible for notifying the District of her intention to return not less than one week prior to her anticipated return.

D. Personal Necessity Leave

1. A classified employee may use at his/her election during any school year, not more than seven (7) days of accumulated sick leave in the case of personal necessity. Unused Personal Necessity Leave shall not be accumulative from year to year. The employee shall not be required to secure advance permission for leave taken for reasons (a) and (b) listed below. However, written notification of use of such leave must be filed with the District no later than the end of the second (2nd) working day after leave has been taken.
 - a. Death or serious illness of a member of his/her immediate family. "Member of the immediate family" is defined as mother, father, grandmother, grandfather, husband, wife, child, mother-in-law, sister-in-law, or any other relative of the employee who may be living in the immediate household of the employee.
 - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family which requires the immediate attention of the employee.
 - c. Appearance in court as a litigant, or a witness under an official order.
 - d. No more than three (3) of these days for personal necessity as determined by the classified employee. In claiming leave under this subsection, the employee is verifying

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that said leave has not been used for any of the following purposes:

- 1) Recreation
- 2) Seeking other employment
- 3) For purposes of a job action
- 4) Any activity which results in remuneration from another source.

If an employee is found to have falsified records pertaining to the above, the District may take appropriate progressive disciplinary action in addition to loss of pay for the time in question.

- e. Days of personal necessity may be granted for reasons other than those listed above upon prior approval of the Superintendent.
2. In cases where a leave request is not approved by the Superintendent, an employee may request that his/her request be submitted to the Board of Trustees for review. In such instance, the decision made by the Board shall be final.
3. This leave may be taken in addition to those provided in Paragraph E (Bereavement Leave).

E. Bereavement Leave

Regular employees shall be entitled to bereavement leave in the event of death of spouse, child, parents, siblings, grandparents, mother and father-in-law, brothers and sisters-in-law, or any other relative living in the immediate household. Bereavement leave shall be limited to three (3) days except when site of funeral service is in excess of 300 miles from Placerville or out of state travel is required; in which case leave shall be extended to five (5) days. Leave under this policy shall not be deducted from sick leave. Additional time may be provided under paragraph D (Personal Necessity Leave).

F. Jury Duty Leave and Subpoena Leave

Employees called to serve on a jury, or as a subpoenaed witness, shall be entitled to paid leave without loss of benefits such as sick leave. Employees who are called for jury duty shall assign their jury duty pay to the District. The remittance to the District shall not include reimbursements for travel, meals, or parking allowances. Employees are required to return to work during any day or portion thereof in which jury duty services is not required. When jury duty pay is for time not normally within employee's working hours, the employee may keep the compensation for such time.

G. Personal Leave (Unpaid)

Other requests for leave for reasons not specified above will be considered by the Superintendent. These leaves would be on an unpaid basis and would be granted for no longer than two (2) weeks. In cases where a leave request is not approved by the Superintendent, or where the request is for longer than two weeks, an employee may have his/her request submitted

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to the Board of Trustees for review. In such instances, the decision made by the Board shall be final.

H. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

I. Catastrophic Leave

Classified employees are entitled to Catastrophic Leave pursuant to Board Policy 4161/4161/4361. Classified employee may donate in accordance with this Board Policy only to other Classified employees. A copy of the Board Policy is attached as Appendix C.

J. Family Care and Medical Leave

1. Entitlement to Leave

An employee shall be entitled to family care and medical leave as outlined in Government Code subsection 12945.2 and the federal Family and Medical Leave Act of 1993 (FMLA).

2. Use of Sick Leave

- a. For leave allowed under this Article XV.1 ("this section") other than for employee illness, an employee shall substitute any of the employee's accrued vacation leave, other accrued time off and any other paid or unpaid time off.
- b. If an employee takes leave under this section because of the employee's own serious health condition, the employee shall substitute accrued sick leave during the period of leave in addition to accrued vacation leave, other accrued time off and any other paid or unpaid time off.
- c. In no case, however, shall an employee be required, or otherwise, permitted to use sick leave during a period of leave in connection with the birth, adoption or foster care of a child or to care for a child, parent or spouse with a serious health condition without agreement by the employee.

3. Payment of Health Premiums

- a. The District may recover the premium paid for maintaining group health plan coverage for the employee for the duration of any leave granted under this section if both the following conditions occur:
 - (1) The employee fails to return from leave after the period of leave to which the employee is entitled has expired; and,
 - (2) The employee's failure to return from leave is for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave under this section or other circumstances beyond the control of the employee.

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4. Advance Notice of Leave

- a. If the employee's need for a leave pursuant to this section is foreseeable, the employee shall provide the District with thirty (30) days advance notice of the need for the leave.

5. Health Care Provider/Certification of Leave

- a. Child, Spouse or Parent Care: An employee's request for leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a Certification issued by the health care provider of the individual requiring care.

The Certification shall provide the following:

- (1) The date on which the serious health condition commenced;
- (2) Probable duration of the condition;
- (3) Estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and,
- (4) A statement that the serious health condition warrants the participation of the family member to provide the care during the period of treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider for the employee to care for the individual requiring care, the employee shall obtain recertification in accordance with the procedures specified above, if additional leave is required.

- b. Employee Illness: An employee's request for a leave because of the employee's own serious health condition shall be supported by a Certification issued by his/her health care provider.

The Certification shall specify:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition; and,
- (3) A statement that due to the serious health condition, the employee is unable to perform the functions of his/her position.

The employee shall obtain subsequent re-certification regarding the employee's serious health condition, in accordance with the procedures specified immediately above, if additional leave is required.

- c. Second and Third Opinion of Health Care Provider: In any case in which the District has reason to doubt the validity of the certification provided, the District may require, at the District's expense, that the employee obtain the opinion of a second health care provider, designated or approved by the employer, concerning any information certified.

If the second opinion differs from the opinion in the original certification, the District may require, at the District's expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by the employer and the employee. If this is done, the opinion of the third health care provider must be considered to be final and shall be binding on the District and the employee.

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d. Employees Certification to Return to Work: As a condition of an employee's return from leave taken because of the employee's own serious health condition, the District shall have a uniformly applied practice or policy that requires the employee to obtain certification from his or her health care provider that the employee is able to resume work.

6. Amendment of Statutory Law

This Article shall be deemed to be automatically modified to conform to any amendment or modification of Government Code subsection 12945.2, the FMLA, or any other applicable law. If any such amendment gives the District discretion to require any act by the employee, the act shall be deemed to be required.

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ARTICLE XVI

VACANCIES/TRANSFERS/PROMOTIONS

A. Definitions

1. A transfer is a change from one position within a District classification to another position within the same classification.
2. A promotion is moving from a position in one District classification covered by this contract (as per Appendix A) to a position in a different District classification covered by this contract (as per Appendix A) with a higher salary range.

B. Posting of Vacancies

1. All unit vacancies shall be posted for six (6) working days at all work locations prior to being filled. During such time requests for transfer and promotional applications will be accepted by the District. Such posting shall not preclude the District from considering non-employees for the position.
2. The notice shall include the job title, a brief description of the position and duties, the minimum qualifications established for the position, the assigned job site, the 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.

C. Promotional Opportunities

1. When a new position is created or an existing position becomes vacant, the District may first offer the opportunity to promote to eligible District employees serving in a lower class.
2. The District will interview those who apply and meet the minimum qualifications for promotion prior to filling the vacancy.

D. Transfer Opportunities

1. When a new position is created or an existing position becomes vacant, the District may first offer the opportunity to transfer to District employees serving in the same class. If more than one employee is equally qualified and acceptable to fill the vacancy, the employee with the greatest seniority shall be chosen. In the event two or more employees have identical seniority, the employee to fill the position shall be selected by lot.
2. The District will interview those who apply for transfer prior to filling the vacancy.

E. Employee Initiated Transfer Requests

Unit employees may request a transfer to any position as follows:

1. For general requests, the employee shall submit a letter of request to the District Office for

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transfer for the following school year by March 1. Properly filed transfer requests shall be given administrative consideration and shall be valid for six (6) months from date submitted.

2. For specific vacancies, the employee shall submit a request for transfer during any period of posting of an available position in the employee's classification. The employee may submit further information and/or a resume.
3. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to notification of transfer approval.

F. Employer Initiated Transfer

Involuntary Transfers: Any employee may be transferred within his/her present classification to meet the needs of the District as stated in writing and as determined by District Administration. Prior to effecting an involuntary transfer, the initiating supervisor shall have a conference with the employee and shall consider as fully as feasible the employee's preference.

An employee being considered for involuntary transfer may request, in order of preference, any vacant position should any exist in the same classification.

G. Summer School

When it is necessary to assign an employee to work during summer school, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. Exception: Bus routes will be bid (assigned) based on seniority. (Article XVII, Section C, Bidding.)

Eligible employees working summer school accrue sick leave and vacation pursuant to the provisions of this Agreement.

Hours worked during summer school may impact the amounts received for health and welfare benefits.

Any adjustments as a result of summer school work shall be made the tenth (10th) of the month following the end of the Summer School Session.

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ARTICLE XVII

TRANSPORTATION

A. Choice of Routes

For the purpose of bidding of routes, and for the permanent assignment of extra hours and extra trips, seniority, based upon the employee's original date of hire and continuous service as a bus driver, shall be the determining factor for first choice. In the event two or more persons have the same hire date, the driver with the greatest number of hours in paid status in the Transportation Department shall have first choice. Should those hours be equal, the employee with the greatest number of hours in the District in any capacity shall have first choice. If hours in paid status are equal, the decision shall be made by lot. Kindergarten bus runs will be bid separately by drivers based on seniority.

B. Routes

The District shall post the list of bus routes for a minimum of five (5) days before the bidding procedure is to take place.

Information to be posted will include starting and ending time, schools served, bus to be assigned and the total number of hours to be worked.

The parties recognize that changes in equipment may be necessary based on changes in enrollment, ADA requirements, etc., that may occur between bus bidding periods.

C. Bidding

Bidding for the next school year will take place no later than the last working day when all the schools of the District are in session. Once schools are in session (in August) and routes are adjusted, routes will be re-bid by the last working day of September.

After the September bid, routes will not be re-bid for the remainder of the school year unless there is an increase of time which exceeds fifteen (15) minutes. (Increase of less than fifteen (15) minutes will be cumulative.)

D. Adjusted Route Time

If a route increases up to fifteen (15) minutes, the additional time will be added to the route but will not go up for bid until it increases more than fifteen (15) minutes.

E. Bid Due to Increase

When a route is put up for bid because of an increase of more than fifteen (15) minutes, the drivers will have the opportunity to bid the route by seniority. Five (5) days prior to bid date, written notice of such bid will be posted. Drivers unavailable on the day of the bid may have a

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designated proxy bid. It is the intent of this section that any routes vacated as a result of the initial bid shall immediately be bid by the drivers present, in person or by proxy, without additional notice or posting.

- F.** For the purpose of bidding on routes for the position of Lead Driver/Trainer, the District shall first establish each year the number of hours that are needed for the non-driving duties of that position's job description. The individual in that position shall then bid on routes as per outlined above as long as the combined assigned non-driving hours plus the hours of driving time do not exceed eight (8) per day. Should an alteration in non-driving hours be necessary during the course of the school year, the difference in driving hours shall be adjusted on the basis of seniority.

G. **Field Trips**

Field trips will be rotated among regular drivers based on seniority. Probationary bus drivers will not be offered any field trips.

Logistically the procedure that will be used to offer the next month's field trips will be to present upcoming trips as a group and to have the drivers, in seniority order, select, if they choose to, the trip of their choice from the group of trips.

The bidding will be conducted on the 25th of each month following the A.M. route.

If the 25th falls on a weekend or holiday, the bid shall be held on the workday nearest the 25th.

An employee engaged in work related duties will be permitted to bid by proxy.

All field trips shall be driven by bus drivers of the Mother Lode Union School District.

H. **Extra Hours**

When extra work is available, and does not result in more than 15 minutes of overtime, it will be assigned by seniority on a rotating basis to those drivers who are available for extra work and wish to perform the extra duties.

When practical, extra hours will be offered to regular drivers. Extra hours will be assigned to substitute drivers only if there are no regular drivers available for the assignment.

I. **Substitute Hours**

Work resulting from the absence of a regular driver shall be considered substitute work. Such work shall not be considered "Extra Hours" for any purpose including the determination of benefits. When practical and not requiring overtime, substitute work will be offered to regular drivers who are available to accept such work without disrupting their normal work schedules.

J. **Assignment Authority**

Nothing in this Article shall preclude the District from assigning trips, routes, buses or other

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choices to qualified drivers when volunteers are not readily available.

K. Temporary Vacancies

When a bus driver is going to be absent for more than ten (10) working days, the assignment will be posted for two (2) working days. Bus drivers will have a chance to transfer to the temporary assignment by seniority. No bus driver will accumulate more than eight (8) hours per day as a result of this transfer. When the absent bus driver returns to regular duty, all drivers will return to their original assignments.

L. Training Time for Drivers

The District shall provide training time for bus drivers during the regular school week, Monday – Friday.

The T O time shall be offered in two (2) hour blocks.

Employees are expected to attend at least ten (10) hours during the year. The District will compensate drivers for only ten (10) hours during the year, even if additional hours are attended. The exception to this provision is during the license renewal year and up to twenty (20) hour may be compensated.

Should drivers not avail themselves of the opportunity to complete the required training during the regular school week, (Monday-Friday), any training attended on Saturdays will be on the employee's own time and at the employee's own expense.

M. Annual Physicals

Bus drivers shall receive compensation for the physicals required not to exceed two (2) hours.

The District shall designate the day and the medical provider.

N. License Renewal Fees

The District shall pay license renewal fees required by the CHP for Bus Drivers.

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ARTICLE XVIII

TRAINING

- A.** Required in-service training shall normally take place during regular working hours at no loss of pay or benefits. An employee who cannot attend required in-service due to an appropriate work duty or on leave pursuant to Article VI (excluding Article VI, Section D, paragraph 1, d.) who must attend in-service training at other times outside regular scheduled working hours will be compensated at the appropriate rate of pay.

- B.** District shall reimburse employees for tuition and other pre-approved costs associated with training programs specifically required by the District.

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ARTICLE XIX

LAYOFF AND REEMPLOYMENT

A. Layoff Defined

A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary member of this bargaining unit, because of insufficient funds, reduced workload, combination or elimination of jobs, or when employment rights of another employee cause such an action. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article, except as provided in Article VIII (HOURS).

B. Order of Layoff

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

1. The employee with the least seniority in the class plus higher classes shall be laid off first.
2. Seniority shall be determined by date of initial hire by the District in the class affected by the layoff.

C. Tie-breakers

If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot.

D. Notice to Association

The transmittal of a copy of the Board Agenda to the Association shall constitute notice of any proposed layoffs. Within a reasonable time of a written request by the Association, the District will provide the Association with a seniority roster and a list of employees to be laid off.

E. Notification to Employees

The District shall notify the affected employees in writing a minimum of **forty-five (45)** days prior to the date of any layoffs.

1. Such notice shall include general information on reemployment rights or displacement rights, if any.
2. Such notice shall be given by personal service or certified mail.

F. Bumping

A permanent employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or

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lower class plus service in the class from which layoff occurs and in higher classes.

F. Voluntary Demotion

A permanent classified employee who will suffer a layoff for lack of work or funds despite his or her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the employee is qualified to perform the duties thereof, and provided further that the governing board approved the voluntary demotion.

H. Payment of Vacation Accrual

Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.

I. Correction of Errors

Any employee who is improperly laid off and is otherwise entitled to employment shall be reemployed immediately upon discovery of the error.

J. Legal Rights Preserved

Nothing herein provided shall preclude a layoff for lack of work or lack of funds in the event of an actual and existing financial inability to pay salaries as contemplated in Education Code 45117.

K. Reemployment and Promotional Examination Preference of Persons Laid Off; Voluntary Demotions or Reductions in Time

1. Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of 39 months.
2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Governing Board shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.
3. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in

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accordance with their proper seniority.

4. Employees laid off will be notified when employment or job openings exist within the District. Such notice shall be sent by certified mail to the last address given the District by the employee.
5. Laid off persons shall be reemployed in the reverse order of layoff in the highest job classification available in accordance with their seniority.
6. Reduction in hours shall be no less than fifteen (15) minute increments.
7. A reduction in hours applicable to an entire classification of employees shall be allocated as evenly as is possible. The burden of inequality of reduction caused by the reduction shall be borne by those most junior in seniority.

L. Waiver

Each party had an unlimited right and opportunity to request and propose, and the above Article on layoff constitutes the entire understanding of the parties. Therefore, the District and the Association each voluntarily and unqualifiedly waives the right to bargain this subject for the life of this Agreement.

M. Consultation

Notwithstanding L. above, should the District propose a layoff, the Association shall have the right to consult with the District regarding the effects of such layoff. After thirty (30) days from first notification to Association of proposed layoff, District shall have the right to implement unilaterally.

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ARTICLE XX

CONTRACTING OUT

- A. During the life of this agreement should the District find it necessary to contract out bargaining unit work that has been consistently and routinely performed by members of this bargaining unit and results in loss of an employee's existing job or hours, the Association shall have the right to meet and negotiate with the District regarding the proposed decision.

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ARTICLE XXI

SAFETY

- A. **Compliance.** The District shall conform to and comply with all applicable and mandatory health, safety and sanitation requirements imposed by State or Federal law or applicable regulations adopted under such laws.

- B. **Commitment.** The Association and each employee agree to perform all duties in a safe manner and comply with all applicable laws and regulations.

- C. **No Discrimination.** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of this Article.

- D. **Mechanic Boot Allowance.** Up to two hundred dollars (\$200.00) per year shall be provided for mechanic's safety boot allowance. It is understood and agreed that the amount listed above represents a dollar figure and not a specific limitation to the number of pairs of boots that may be reimbursed during a fiscal year. The dollar allowance may be used to reimburse one pair of boots or may be utilized to reimburse several pairs of boots during any fiscal year.

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ARTICLE XXII

SAVINGS

- A. 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.

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ARTICLE XXIII

ENTIRE AGREEMENT

- A. This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged past practices, between the District and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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ARTICLE XXIV

SUPPORT OF AGREEMENT

- A. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before the District's Board to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

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ARTICLE XXV

WAIVER

- A.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B.** Therefore, the District and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C.** Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

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ARTICLE XXVI

EMERGENCIES

- A. The determination of whether or not an emergency exists is solely within the discretion of the District. Upon termination of a declared emergency, any amendments, deletions, or changes of any kind in the terms and conditions of this contract shall immediately revert to original contract terms and conditions unless mutually agreed otherwise.

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ARTICLE XXVII

NO STRIKE

- A. No Strikes.** During the term of this Agreement, neither the Association nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any interference with any of the District's services or operations, or with the movement or transportation of persons or goods to or from the District's premises.
- If any conduct prohibited by this Section occurs, the Association shall immediately make every reasonable effort to terminate such conduct. If the Association makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Article, which were not instigated by the Association or its staff, the Association will not be liable for damages to the District caused by such activities.
- B. Discipline.** Any employee who participates in any activity prohibited by Section A. of this Article shall be subject to discharge or such less discipline as the District in its sole discretion shall determine.
- C. Remedies for Breach.** The District shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages.

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ARTICLE XXVIII

PROFESSIONAL GROWTH

A. Professional Growth

The District's professional growth program is designed to be a tool to assist a classified employee to improve his/her performance in his/her assignment or to prepare for advancement.

B. Eligibility

All permanent employees of the bargaining unit are eligible to participate in professional growth.

C. Guidelines

1. All requests for approval of course work must be submitted in advance to the employee's immediate supervisor and must have the supervisor's approval prior to the beginning of the course. If the immediate supervisor denies approval of the plan or credit for the course, the employee may appeal the decision to the Superintendent.
2. No awards will be given for course-work completed prior to the employee entering the professional growth program.
3. All course-work must be either career related or academic. Career related means training which is directly related to improving skills needed in the employee's current classification or to develop skills which are required for the employee to qualify for a higher level district position.
4. The course work may be taken at a college, junior/community college, adult school, ROP offerings, or County Office of Education (COE) approved inservice programs, an approved trade school, or job related approved workshops, institutes, lectures, and/or seminars.
5. A maximum of two (2) stipends may be earned in computer or computer-related workshops/classes. Computer classes must relate directly to the employee's job classification.
6. Cost of the course, seminar, inservice, etc., must not be paid by the District.
7. District initiated inservice training or workshops, outside of the normal workday when the employee is not in paid status, and at which attendance is voluntary, may count as District professional growth credit if approved in advance.
8. If grades are given for the course work, a "C" or passing grade must be obtained. All coursework must have an official transcript, certificate or completion, or other verification of the completed course. Credit will not be granted for taking a course more than one time.
9. All professional growth credits must be completed on or before June 30th of the year in which the program was begun.

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D. Awards

1. Level I Minimum of 15 hours \$200.00 stipend
2. Level II Minimum of 30 hours \$400.00 stipend

An employee may apply every other year for professional growth credit. An employee may be awarded a maximum of four (4) stipends.

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ARTICLE XXIX

EARLY RETIREMENT PROGRAM

- A.** As an incentive to promote early retirement by classified employees (4 hours per day or more) who have served the District for at least ten (10) years (part-time employees count one for one each year), the District will pay \$7,000 toward the overall annual cost of health benefits for the employee, spouse, and dependents (if any). The total \$7,000 is capped and will not be increased annually. The \$7,000 will be pro-rated for part-time employees. Retirees may apply the dollars to any benefit(s) selected (e.g. the retiree can choose to only carry medical coverage). The District will provide this assistance of \$7,000 or less, if pro-rated, for a maximum of five (5) years or up to age 65, whichever comes first. Qualifying employees must be at least 50 years old and not over 64 years old to participate in this Program.

- B.** Participation shall be at the option of the employee. However, to be eligible, an employee must have been enrolled in the health benefits program prior to early retirement for at least two (2) years. The employee must submit a letter of intent for early retirement to the Superintendent's Office no less than sixty (60) days prior to the employee's early retirement date. After starting into the Early Retirement Program, any employment with the District shall be limited to day-to-day substitute work.

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ARTICLE XXX

DISCIPLINARY ACTION

- A. Disciplinary Action:** Discipline shall be imposed on permanent employees only for just cause. Disciplinary action includes, but is not limited to, dismissal, demotion, suspension, loss of pay, reduction in hours or class, or reassignment without the employee's written consent. Reassignment is defined as transfer from one site complex to another site complex.
- B. Just Cause:** Just cause is defined as any reason or combination of reasons as follows:
In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action against a permanent classified employee.
1. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
 2. Incompetence.
 3. Inefficiency.
 4. Neglect of duty.
 5. Insubordination.
 6. Dishonesty.
 7. Drinking alcoholic beverages on the job or reporting to work while intoxicated.
 8. Use or under the influence of controlled substances while on duty.
 9. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, 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 his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
 10. Absence without leave.
 11. Immoral conduct.
 12. Offensive or abusive language or conduct toward the public, students, or other employees.
 13. Willful disobedience.
 14. Misuse of District property.
 15. Violation of District, Board or departmental rule, policy, or procedure.
 16. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
 17. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

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18. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a District employee.
19. Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

No personnel 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 would have disclosed the facts to the District.

C. Non-Critical Situation: In non-critical situations, an employee whose work or conduct is of such nature as to possibly incur discipline shall first be warned in writing by the Supervisor. The Supervisor shall give no more than ten (10) days to permit the employee to correct the deficiency without incurring disciplinary action. No more than one written warning shall be given before disciplinary action is imposed.

D. Procedure for Disciplinary Action

1. The employee shall be notified by written notice when disciplinary action is planned. Such notice shall describe the specific cause or causes for the planned disciplinary action and shall include dates, approximate times and the general location where the chargeable cause or causes occurred. The proposed disciplinary action shall also be stated. The written notice shall be personally served on the employee or mailed to the employee via certified mail.
2. The written notice shall include a statement of the employee's right to a hearing, hereinafter SKELLY, and the date, time and the place scheduled for the SKELLY, which shall not be less than **ten (10)** days from this notice. The Superintendent, or designee, will serve as the "Hearing Officer".
3. Purpose of SKELLY is to allow the employee an opportunity to provide any information in his/her defense to the hearing officer prior to any discipline being imposed.
4. If the employee fails to attend the SKELLY as designated, he/she gives up the right for SKELLY and the stated intended action shall be imposed
5. Within a period of five (5) working days following the SKELLY, the Hearing Officer shall render judgment to affirm, dismiss the charge or charges, or modify the disciplinary action proposed.
6. Written notification of the Hearing Officer's decision shall be personally served on the

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employee or mailed to the employee via certified mail.

7. Hearing Officer's notification shall include: 1) a statement of the employee's right to a hearing by the Board of Trustees, 2) the time within which such a hearing may be requested, which shall not be less than ten (10) days, and 3) a form, the signing and filing of which shall constitute a demand for a hearing and a denial of the charges.
8. Filing of a request for hearing shall not prevent or delay the imposition of disciplinary action.
9. Upon receipt of a denial and request for a hearing, MLUSD will arrange a hearing before the Mother Lode Union School District Board of Trustees. The hearing date will allow the employee a minimum of ten (10) days for preparation, but shall not be more than twenty (20) days from the date of the receipt of the request. The Board shall render judgment to affirm, reverse/dismiss the charge or charges, or modify the disciplinary action.
10. The employee must appear in person and may be represented by Counsel or representation.
11. All hearings shall be conducted in executive session unless the employee specifically requests a public hearing in writing. The Superintendent reserves the right to have the Board of Trustees hearing presided over by an impartial person trained to conduct administrative hearings.
12. The decision of the Board of Trustees shall be final.
13. Any disciplinary action shall be subject to the grievance procedure on procedural grounds only.
14. Time limits stated may be extended upon mutual agreement of MLUSD and CSEA.

E. Limitations: 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 filing of the Notice of Intended Disciplinary Action 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 MLUSD.

F. Suspension With Pay: If the employee's presence would, in the judgment of the responsible administrator, constitute a potential clear and present danger to employees, students or the public being served, the employee may immediately be suspended with pay pending the initiation of disciplinary action or completion of a SKELLY hearing.

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ARTICLE XXXI

TERM AND RENEGOTIATION

The parties agree that it is in the best interests of the District and CSEA to have stability during the period of contract negotiations. To this end the parties agree as follows:

- A.** The parties agree to create a new collective bargaining agreement between CSEA and the District with a term a listed below.

- B.** This agreement shall become effective upon ratification of both parties and shall be in full force and effect from **July 1, 2008 through June 30, 2011**, or until a successor Agreement is reached.

- C.** The parties shall each have the right to reopen this Agreement for negotiations on two (2) articles of the Agreement in addition to the article on Salaries and Benefits, Article XI, for the years **2009/2010 and 2010/2011**.

- D.** Additional Articles may be reopened by mutual agreement. Should either party desire to alter or amend this agreement, it shall notify the other in writing in the month of March and after public notice requirements have been satisfied (Government Code Section 3547), the parties shall set a date to commence negotiations.

In witness whereof, this Agreement signed this _____ day of September **2008**, by the following:

FOR THE DISTRICT:

FOR THE ASSOCIATION:

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APPENDIX A :

Classifications within which unit members work include:	<u>Salary Range</u>
Bus Driver	12
Utility Driver	11
Custodian	9
Custodian - Swing Shift	10
Head Custodian	12
Building and Grounds	12
District Groundskeeper	9
Head Groundskeeper	14
Instructional Aide	2
Instructional Aide II	6
Bilingual Instructional Aide II	6
Student Achievement Specialist	9
Cafeteria Aide	2
Food Service Worker I (1.50 and 3.00 hour employees)	2
Food Service Worker II (6.00 hour employees)	3
Food Service Worker III (8.00 hour employees)	4
Hall Monitor - Campus Supervisor	2
Library Assistant	6
School Clerk I	5
School Clerk II	6
School Secretary	14
Mechanic	25
District Maintenance	14
Special Projects Clerk	2
Volunteer Coordinator	2
Lead Driver/Trainer	14
Secretary/Receptionist	14
Clerk Typist/Xerox Operator	2
Food Service Office Technician	9
Maintenance Technician	25
Fleet Services Supervisor	30
Computer Technician	15