

**AMADOR COUNTY UNIFIED SCHOOL DISTRICT**

**CLASSIFIED EMPLOYEES CONTRACT**

**CSEA Chapter 239**

**July 1, 2018 – June 30, 2021**

Updated: 2.25.2021

**Amador County Unified School District Superintendent of Schools**

Amy Slavensky ..... Superintendent

**California School Employees Association – Chapter #239**

Theresa Cramer .....President  
Christina Cardenas ..... Vice President  
Dan Evans ..... Secretary  
Vacant..... Treasurer  
Vacant ..... CPRO  
Gordon Wilson .....Sergeant at Arms

**Negotiating Team**

Kyle Harvey ..... CSEA Representative  
Theresa Cramer ..... Member  
Ethel Allen ..... Member  
Amy Martz ..... Member  
Dan Evans ..... Member  
Christina Cardenas ..... Member

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## **PREAMBLE**

This Agreement is made and entered into on this 1st day of July 2018, by and between Amador County Unified School District, hereinafter referred to as the District, and California School Employees Association and its Amador County Chapter #239, hereinafter referred to as CSEA.

## **ARTICLE I RECOGNITION**

- 1.1 Acknowledgment - The District hereby recognizes the CSEA as the exclusive bargaining representative for all classified employees as described in Appendix B. Attachments are made hereto and incorporated by reference as part of this Agreement. All appropriate newly created positions, except those that are lawfully certificated, management, confidential or supervisory, or positions assigned to the Amador County Office of Education shall be assigned to the classified bargaining unit.
- 1.2 Scope of Representation - The scope of representation shall be all matters determined by applicable rule, regulations, or orders issued by the Public Employment Relations Board, Court of Jurisdiction, and those terms and conditions defined in California Government Code Section 3543.2.
- 1.3 Within thirty (30) days and no longer than sixty (60) days after the execution of this contract, the employer shall provide a copy of this contract to each member of the bargaining unit. Distribution will be handled by ACUSD.

## **ARTICLE II DUES DEDUCTION**

- 2.1 Check Off--CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the classified bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.
- 2.2 Dues Deduction:
  - 2.2.1 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of execution of this Agreement, and who have submitted dues authorization forms to the District.
  - 2.2.2 The District shall deduct dues, in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.
  - 2.2.3 Employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall, as a condition of continued employment, either within thirty (30) days of the effective date of this Agreement or their employment, apply for membership and execute an authorization for dues deduction on a form provided by CSEA and in accordance with the CSEA service fee schedule. Any employee who fails to comply with this provision shall have dues automatically deducted from their salary.

- 2.2.4 However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA, in accordance with CSEA procedures.
- 2.2.5 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.

- 2.3 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 which proves that he/she sincerely holds such beliefs will be required, in lieu of a service fee, to pay sums equal to such service fee to a non-religious, non-labor charitable fund organization exempt from taxation under Section 501(c)(3) or Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three: 1) American Red Cross; 2) United Way; 3) A charitable organization as approved by the Chapter.
- 2.4 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 (3) organizations listed in Section 2.3 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 or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.
- 2.5 Hold Harmless Clause - CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions contained herein.

### **ARTICLE III EMPLOYEE RIGHTS**

- 3.1 Personnel File:
- 3.1.1 The main, permanent personnel file of each employee shall be maintained at the District Central Administration Office. Any file kept by a supervisor of any employee shall not contain any material that is not in the main, permanent file which would result in any adverse action being taken against an employee based upon material which is not in the main, permanent personnel file.
- 3.1.2 Employees shall be provided with copies of any written material before it is placed in the employee's main, permanent personnel file. Prior to any such letter being issued to any employee, the employee shall be notified of the issuance of the letter and the purpose of same and the chapter president or his/her designee shall be present at the employee's invitation. The employee shall be given an opportunity to initial and date the material and to prepare a written response to such material. The written response must be submitted within ten (10) working days and shall be attached to the material. The employee shall be allowed to

respond to this material without loss of compensation.

- 3.1.3 An employee shall have the right to examine and/or obtain one copy of any material from the employee's main, permanent personnel file with the exception of material that includes rating, reports, or records which were obtained prior to the employment of the employee involved.
- 3.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to the employee's immediate supervisor and management employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a main, permanent personnel file, as well as the date such examinations were made. Such log and the employee's main, permanent personnel file shall be available for examination by the employee or his/her representative if authorized by the employee in writing. The log shall be maintained in the employee's main, permanent personnel file.
- 3.1.5 Any person who places written material or drafts written material for placement in an employee's main, permanent file, shall sign the material and signify the date on which such material was drafted. Any written materials placed in a main, permanent personnel file shall indicate on the material the date of such placement.
- 3.1.6 Non-discrimination. The district shall not discriminate against Association bargaining unit members on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, marital status, physical handicap, veteran status, membership and/or participation in any employee organization or activities as it applies to the language of this agreement.

### 3.2 Evaluation:

- 3.2.1. Each bargaining unit employee shall have at least one yearly written evaluation except as described next. After two consecutive years of completely satisfactory annual evaluations, the employee and the evaluator can mutually agree to defer the next annual evaluation one year. This agreement must be documented and included in the personnel file at the District office. If either party disagrees with the deferral, an annual evaluation cannot be deferred. Evaluations for all permanent employees shall be submitted to the personnel office on or before the first (1<sup>st</sup>) day of May of each year. If an unsatisfactory evaluation is given, the employee may request additional evaluation(s) or the District may give additional evaluation(s). Probationary bargaining unit employees shall have two (2) written evaluations at sixty (60) and one hundred (100) working days from the start of the probationary period.
- 3.2.2. Each evaluation report shall be a review of an employee's performance and shall be based upon job related criteria. Evaluations, so far as practicable, shall be based upon the direct observation and knowledge of the evaluator. Employee performance evaluations are for the purpose of evaluating individual employee performance and for providing guidance and performance development and improvement. Therefore, evaluations shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made to improve performance. No evaluation of any bargaining unit employee shall be placed in any personnel file without a review and an opportunity for discussion between the bargaining unit employee and the evaluator.
- 3.2.3. No adverse action of any kind shall be taken against a bargaining unit employee based upon

materials which are not in the personnel file.

3.2.3.1. Such material shall not include ratings, reports, or records which:

- (1) were obtained prior to the employment of the bargaining unit employee involved,
- (2) were prepared by identifiable examination committee members, or
- (3) were obtained in connection with a promotional examination.

3.2.4. The bargaining unit employee, or CSEA representative designated in writing, shall have the right to inspect the bargaining unit employee's personnel file upon request, provided that the inspection is made at a time when the bargaining unit employee is not required to render services to the District. If the employee is prevented from inspecting his/her personnel file because of the employee's work schedule, alternative arrangements for inspection may be made with the Personnel Office.

3.2.5. Information of a derogatory nature shall not be entered or filed unless and until the bargaining unit employee is given notice and an opportunity to review and comment thereon. Any bargaining unit employee shall have the right to enter and have attached to any such derogatory statement, the bargaining unit employee's own comments thereon. Such review and comment shall take place during normal business hours and the bargaining unit employee shall be given a reasonable period of release time from duty for this purpose without salary reduction.

3.3 Any employee in the bargaining unit shall have the right to utilize the grievance procedure provided for in this Agreement for resolving any procedural disputes arising under this Article.

3.3.1 Any employee in the bargaining unit shall have the right to have the Superintendent or his/her designee review the content of any disputed evaluation.

3.3.2 Any employee may ask in writing that any and all derogatory material be removed or sealed after the expiration of two (2) calendar years.

#### **ARTICLE IV ORGANIZATIONAL RIGHTS AND EMPLOYER RIGHTS**

4.1 CSEA Rights - CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

4.1.1 Representatives of the bargaining unit shall have access to areas in which employees work for the purpose of representing the bargaining unit during the employee lunch period, break or any other non work time, upon notification of employees' supervisor.

4.1.2 The right to use without charge District bulletin boards, mailboxes, and the use of the District mail and e-mail systems, for the posting or transmission of information of notices concerning CSEA matters.

4.1.3 The right to use District facilities at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Civic Center Act form to the immediate supervisor of the facility in accordance with District policy and the provisions of the Civic Center Act. The Association is granted the right to use District equipment as long as it is outside the normal working day and does not interfere with student

instruction and/or work production of the District; provided that CSEA may not use District equipment for concerted activities or political purposes at any time. "Equipment" means all equipment, personal property, furnishings and instruments, whether fixed or portable, including, without limitation, photocopying machines, postage stamps, telephones, facsimile machines, computers and vehicles. The Association shall pay for the cost of all materials and supplies incident to use. The Association agrees to leave facilities and/or equipment used in a clean and orderly condition.

- 4.1.4 The current seniority roster shall be updated on a regular basis and a copy provided to the Chapter President or designee upon request. The roster is available at the central administration office and a copy will be sent to any employee upon request.
- 4.1.5 The right for paid release time for the CSEA chapter president or designee and the right for CSEA chapter delegates to use personal necessity leave or vacation time to attend the annual conference of CSEA.
- 4.1.6 The right to two days of release time paid by the District for up to two (2) employees to attend the annual Para Educator Conference. Additional employees may use personal necessity leave or vacation time to attend the conference. If other than District release time is used and the employee pays for the expenses associated with attending the conference, that employee is entitled to apply for education incentives pursuant to Article 20 of this contract.
- 4.1.7 The District will make no changes in employee wages, hours and/or other terms and conditions of employment, without first affording CSEA all rights within the scope of its representation.
- 4.2 Distribution of Job Information - Upon initial employment each employee shall receive a contract. For each change in classification, the affected employee shall receive a copy of the applicable job description, the number of hours per day, assignment hours, days per week and months per year.
  - 4.2.1 Upon initial employment, the CSEA Chapter President or designee will be informed of all new bargaining unit members and be provided their name, classification, and Work Site.
- 4.3 The District shall notify the CSEA President of the date, time, and place of all job interviews. The CSEA President will be told the name of the classified representative from the site or department where the interview panel will be convened.
- 4.4 The District shall grant to any unit member, upon request by CSEA, a leave of absence without loss of compensation for the purpose of enabling the bargaining unit member to serve as an elected officer of CSEA or, with respect to up to two additional unit members at any one time, to meet and negotiate with the District or to process grievances. Following the District's payment of the unit member for the leave of absence, the District shall be reimbursed by CSEA for all compensation paid to the unit member of account of the leave of absence within 10 days after receipt by CSEA of the District's certification of payment of compensation to the unit member.
- 4.5 Employer Rights
  - 4.5.1 It is understood and agreed that the District retains all of its power and authority to direct, manage, and control to the full extent of the law. Included but not limited to those duties and



powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its education policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of District's operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

- 4.5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities, 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 of the contract, and then only to the extent such specific and express terms are in conformance with the law.

## ARTICLE V DEFINITIONS

- 5.1 Anniversary Date is the date from the initial date of employment which shall not exceed one calendar year.
- 5.2 Class is a group of positions (classifications) within a job occupational family which have common characteristics and which are ranked according to a job family.
- 5.3 Classification is a position within the classified service which has a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, the regular monthly salary ranges for each such position and minimum qualifications.
- 5.4 Seniority--Employees shall earn seniority by hire date.
- 5.5 Substitute Employee is any person employed to replace any classified employee who is regularly assigned to such position and who is temporarily absent from duty.
- 5.6 Short Term Employee is defined as any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
- 5.7 Work Day is a day when the District Central Administration office is open for business.
- 5.8 Confidential Employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1.c).
- 5.9 Probation shall be 120 working days from an employee's initial hire date.
- 5.10 Promotion is advancement to a classification with a higher salary range on a permanent basis.

- 5.11 Working out of class means an employee performing assigned duties not normally a part of his/her job classification.
- 5.12 A full-time employee is one who works 8 hours per day and 40 hours per week.

**ARTICLE VI HOURS AND OVERTIME**

- 6.1 Workweek – The workweek shall consist of five (5) consecutive days, of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- 6.2 Workday – The length of the workday shall be eight (8) hours per day for full time employees.
- 6.3 Adjustment of Assigned Time – Any employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/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 the next pay period.
- 6.4 Lunch Hour – All employees covered by the Agreement shall be entitled an unpaid lunch break of no less than thirty (30) minutes after completing four (4) hours of duty. The lunch period to be scheduled at or as near the midpoint of the work shift.
- 6.5 Rest Periods – Employees shall be entitled to rest periods as follows:

Portion of work day:	Number of 15 minute rest periods:
0 to 3.5 hours	0
3.6 to 7.0 hours	1
7.1 to 8.0 hours	2

- 6.5.1 Rest periods shall be paid at the pay rate of the employee.
- 6.6 Overtime – Employees who work in excess of eight (8) hours per day or forty (40) hours per work week shall be compensated at the rate of pay equal to one and one-half (1-1/2) times the regular rate of pay per Education Code Section 45131.
  - 6.6.1 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay in addition to the regular pay received for the holiday.
- 6.7 A full-time employee shall have the option of Compensatory time off in lieu of cash compensation for overtime work. Compensatory time is only available to employees who work more than 8 hours in any one work day and/or more than 40 hours in a calendar week as provided by Ed Code section 45128. Such election shall be mutually agreed upon by the employee and the immediate supervisor prior to the time that the overtime is to be worked. Compensatory time off shall be granted at the appropriate rate of overtime. Compensatory time must be taken by June 30 of each school year or it will be paid in cash.
- 6.8 Flex Time (Part Time Employees) - Part time employees may, at their option, subject to the approval of the immediate supervisor, request to work a flexible schedule. A flexible schedule is when part of

one's day may be taken off and the hours made up on another day or time.

- 6.9 Overtime Distribution – The District will distribute overtime opportunities as equitably as possible to all bargaining unit employees within each department excluding transportation (see Article XVII).
- 6.10 Call In/Call Back Time – Any employee called in to work when the employee is not scheduled to work or called back to work after completion of their regular assignment, will receive a minimum of two (2) hours pay at the appropriate rate of pay.
- 6.11 Right of Refusal – Any employee shall have the right to reject any offer or request for overtime except in cases of emergency as determined by the District Superintendent or designee.
- 6.12 Summer School Assignments (Includes Intersessions) - When work performed by ten (10) month employees is required to be performed at times other than during the regular school year, the work shall first be offered to bargaining unit employees.
  - 6.12.1 When necessary to assign ten (10) month bargaining unit employees to serve during a summer school period or intersession, the assignment shall be made on the basis of qualifications for employment in each classification of service which is required.
  - 6.12.2 If more than one employee in a classification wishes to be assigned for summer work or intersession and the qualifications of the employees are equal, the most senior employee will be assigned.
- 6.13 CSEA and the District agree that the District may implement provisions of Education Code Sections 45132 and 45133 (four day / ten hours per day) if approved by the negotiations committees.
- 6.14 Extra Work
  - 6.14.1 Permanent part time (less than 8 hour) Maintenance I employees will be placed on a seniority list established for the purpose of filling Maintenance I positions open due to long term absence (in excess of 20 work days). This may not affect more than two permanent Maintenance I positions. New Maintenance I's will be added to this seniority list in order of seniority after completing probation.
  - 6.14.2 Extra work (whether occurring during the school week or during the weekend, and whether at school-sponsored or non-school related events) will be offered first to Maintenance I/Night Custodians at the site in seniority order, then to other CSEA 239 Maintenance I/Night Custodians in seniority order, then to CSEA 827 Maintenance I/Night Custodians in seniority order and finally to substitutes.
  - 6.14.3 To be eligible for extra work, a Maintenance I/Night Custodian must notify the District of his/her interest in performing extra work at the site by completing and returning a questionnaire that the District will circulate to all Maintenance I/Night Custodians on a quarterly basis. A Maintenance I/Night Custodian will be removed from the extra-work eligibility list for the remainder of the quarter if he or she declines three or more offers of extra work during that quarter, except if the Maintenance I/Night Custodian declines extra work because he or she is scheduled to take leave under Article XII on the day on which the

extra work is being offered.

- 6.14.4 A Maintenance I/Night Custodian must attend a training session to familiarize himself or herself with a site if (a) the extra work will be performed at a site other than his/her regular site and (b) he/she has not previously performed extra work at that site during that school year. This training session will last approximately one hour and will be provided by one of the site's Maintenance I/Night Custodians. The Maintenance I/Night Custodians receiving and providing the training will schedule the training session at a time approved by their supervisors. This training session will take place during the relevant Maintenance I/Night Custodians regular work hours and the Maintenance I/Night Custodians will be provided release time (but not, for the avoidance of doubt, any additional compensation) for such purpose.

## ARTICLE VII PAY AND ALLOWANCES

- 7.1 Regular Rate of Pay - The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as part of this Agreement.

The District shall provide a matching contribution for employee payments to Retiree Health Benefit Plan (designated as the Trust for Retirees of Associated California Schools "TRACS") equal to the applicable amount determined by the TRACS board with respect to the relevant contribution period for full-time employees (receiving the maximum District contribution towards health and welfare benefits) participating in the Retiree Health Benefit Plan which became effective July 1, 1999. When the TRACS Board recommends increasing contribution levels, the District will implement the change effective July 1 of the following year.

- 7.2 Paychecks - All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

- 7.3 Frequency - Once Monthly

7.3.1 Twelve Month Employees. All twelve (12) month employees in the bargaining unit shall be paid once per month, payable on or before the last working day of the month. If the normal payday falls on a holiday, the paycheck shall be issued on the preceding workday.

7.3.2 Less Than Twelve Month Employees. All less than twelve (12) month employees in the bargaining unit who are eligible to be paid, shall be paid once per month, payable on or before the last working day of the month. If the normal payday falls on a holiday, the paycheck shall be issued on the preceding workday.

7.3.2.1 All less than twelve month employees have the option to receive twelve (12) equal monthly paychecks if arrangements are made with the District payroll department prior to August 1 of each fiscal year. No changes for mid-year adjustments will be allowed after August 1<sup>st</sup>.

7.3.2.2 All ten (10) or eleven (11) month employees according to PERS criteria, may continue to receive eleven (11) monthly paychecks.

- 7.4 Payroll Errors - Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued within five (5) working days after the employee provides notice to the payroll department.
- 7.5 Special Payments - Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be paid as soon as practicable at the time of the next regularly scheduled salary or supplemental payment following notice to the payroll department.
- 7.6 Lost Checks - Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing (if mailed), shall be replaced as soon as possible after notification and in accordance with existing law.
- 7.7 Promotion - Any employee in the bargaining unit receiving a promotion under provisions of this Agreement shall be moved to the appropriate range of the new classification with step placement to insure a minimum 5% adjustment (if possible).
- 7.8 Longevity - The District agrees to additionally compensate long service employees in accordance with Appendix A of this Agreement. Longevity shall be paid on a monthly basis.
- 7.9 Compensation During Required Training Periods - An employee required by the District to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position, shall receive compensation as follows:
  - 7.9.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
  - 7.9.2 All costs incurred under a mandated training program for employee transportation, supplies, shall be paid by the District.
  - 7.9.3 Employee costs incurred in an Employer mandated training program shall be paid by the Employer upon notification by the employee with appropriate receipts. For example, Bus Driver license renewal costs are documented, verified, and forwarded to the Business Office.
- 7.10 Working Out of Class - Any employee substituting for/or filling a vacancy in a higher classification for a period of time which exceeds five (5) working days within a fifteen (15) day period, shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.
  - 7.10.1 If assigned to duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure not less than a 5% increase, except that the employee may be placed on the last step of the appropriate range if that is the maximum salary allowable for that classification.
- 7.11 Compensation Prior to Vacation. An employee who will be on an approved vacation on the regular pay date, as established in 7.3.3., may receive his/her check on his/her last working day before the commencement of the vacation. To do this, the employee shall do the following:

- 7.11.1 After approval of the vacation request, but no less than three weeks prior to the requested date of the check, submit to payroll a Request for Early Check form, which shall state the date of the vacation period and the date of the last working day before the vacation.
- 7.11.2 Pre-vacation checks may not be available during the months of July and December. therefore, the District will accommodate an employee whose vacation will include the regular pay date and who in writing requests payroll to mail the check to the bank for which the employee has provided a deposit slip, send the check to an alternative address which has been provided to payroll, or release the check to a designated individual.
- 7.12 Supplemental Paychecks.  
Supplemental paychecks shall be issued on the fifteenth of the month.
- 7.13 Cash Bonus to Non-Benefited Employees - Employees who are not eligible for District health and welfare benefits contributions shall receive a FTE pro-rated cash payment of \$300.00 per fiscal year.

## **ARTICLE VIII EMPLOYEE EXPENSES AND MATERIALS**

- 8.1 Uniforms - The District shall pay the full cost of the purchase, lease, rental, cleaning, (except for District provided T-Shirts) and maintenance of uniforms, identification badges, emblems, and cards required by the District to be worn or used by bargaining unit employees. Uniforms/T-Shirts that are worn out/discolored/damaged will be replaced upon request of the employee, with the approval of the Immediate Supervisor.
- 8.2 Tools - The District agrees to provide all tools, equipment, and supplies necessary to bargaining unit employees for performance of employment duties.
- 8.3 Replacing or Repairing Employees' Property - The District shall fully compensate all bargaining unit employees for damage to personal property during the performance of his/her employment activities. This section shall apply only if the employee is found not to be negligent in his/her employment activities. Any disagreement to this section shall be subject to the grievance procedure.
- 8.4 Safety Equipment - Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear, as required by existing law.
- 8.5 Automobile Insurance - The District agrees to provide secondary personal injury and property damage insurance to protect employees in the event that employees use their personal vehicles on employer business. If an employee uses their personal vehicle on authorized employer business, that employee shall be entitled to mileage at the District approved rate for all miles driven on employer business.
- 8.6 Physical Examination - The District agrees to provide for District employees, the full cost of any medical/TB examinations and required inoculations by the District designated doctor when required as a condition of continued employment. An employee may elect to use his/her own doctor, but will be responsible for the difference in cost above the District allowance.
- 8.7 Hold Harmless Clause - Whenever any civil or criminal action is brought against an employee for any action or omission arising out of, or in the course of, the duties of that employee, the District

agrees to pay the cost of defending such action.

## **ARTICLE IX HEALTH AND WELFARE BENEFITS**

- 9.1 Employee and Dependent Coverage - The Parties agree that the District's contribution toward Health, Dental and Vision Insurance shall be \$10,050.00 effective July 1, 2017.
- 9.1.1 Employees employed by the District through December 31, 1988, shall be provided the District Contribution based on the current practice of the District. Effective January 1, 1989, the District is to pay up to the District Contribution toward health and welfare benefits for all employees and their dependents who are ratified for more than thirty (30) hours per week. Health and welfare benefit contributions are to be pro-rated based on FTE (defined as eight (8) hours per day) as follows:
- 9.1.2 Less than twenty (20) hours per week - No District paid benefits, but may purchase at own expense.
- 9.1.3 .50 FTE [defined as twenty (20) ratified hours per week]:  
50% of Employer contribution  
50% Employee contribution plus any amount over the District 'Cap';
- 9.1.4 Greater than .50, less than or equal to .75 [defined as greater than twenty (20) ratified hours per week and less than equal to thirty (30) hours per week]:  
75% of Employer contribution  
25% Employee contribution plus any amount over the District 'Cap';
- 9.1.5 Greater than .75, less than or equal to 1.0 FTE [defined as greater than thirty (30) ratified hours per week]:  
100% of Employer contribution.
- 9.1.6 Employees currently receiving full benefits and working less than full time will be grandfathered in and the District will continue to pay up to the total District Contribution. If a current full time employee accepts a part time position, however, benefits will be prorated.
- 9.2 Benefits During Retirement - District retirees may elect to continue on CSEA's bargaining unit's health insurance plan. All retirees taking this option shall assume responsibility for premium costs.
- 9.2.1 The employment benefits as stated in Appendix D, with the exception of life insurance, will be granted the surviving spouses of retired classified personnel who have qualified for the continuation of such employment benefits upon retirement at cost to the surviving spouse, provided that the surviving spouse notifies the District within a thirty (30) day period after the death of the retired classified employee of his/her election to continue coverage.
- 9.3 On the Job Injuries - All employees of the District are covered by the District for injuries which occur while on duty. Injuries shall be reported IMMEDIATELY to the Personnel Office in compliance with compensation insurance laws. (Labor Code Section 5400) An injured employee requiring medical care should report to a medical doctor of his/her choice. In the event the employee is unable, because of the severity of the injury, to report a work related accident, the employee's supervisor is responsible for completing the report.
- 9.4 TRACS - Commencing with the 1999-2000 school year, deductions will be made for members receiving the maximum District contribution towards health and welfare benefits for contributions to TRACS. The District will match the employees' contribution for the duration of the TRACS program. The applicable matching rate will be in accordance with Article 7.1.

## **ARTICLE X HOLIDAYS**

- 10.1 Scheduled Holidays - The scheduled holidays shall be as set forth in Appendix C of this Agreement.
- 10.2 Holidays on Saturday or Sunday - When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday shall be deemed to be that holiday.
- 10.2.1 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this article.
- 10.3 Holiday in lieu of Admissions Day - Christmas Eve Day will be the holiday in lieu of the Admissions Day Holiday (formerly the floating holiday).
- 10.4 Eligibility - In order to be eligible to receive credit for any of the holidays listed in this section, the employee must be in a paid status on the normal workday immediately preceding or succeeding the holiday. Employees whose normal work assignment placed them in a paid status on the last preceding, or the first day succeeding, the Christmas recess shall be granted the holidays of Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day.
- 10.4.1 Any classified employee who is requested to work a work week other than Monday through Friday, or if such employee consents to work a week including Saturday or Sunday, or both, and as a result loses a holiday, that employee shall be provided a substitute holiday or compensation in the amount the employee would have been entitled to had the holiday fallen within his/her normal work week.
- 10.5 All school term employees shall receive twelve (12) paid holidays and all twelve (12) month employees shall receive thirteen (13) paid holidays regardless of schedules worked.
- 10.6 On a trial basis for the 2006-2007 school year, any employee who does not utilize any sick leave or miss any work (the exceptions are vacation, bereavement leave, military or jury duty) during a fiscal year may earn an incentive. A full-time twelve month employee is eligible to receive \$125. An employee working less than full time is eligible to receive a prorated amount of the \$125.

## **ARTICLE XI VACATION PLAN**

- 11.1 Eligibility - All bargaining unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1 - June 30. Twelve month bargaining unit members accrue vacation benefits and schedule time off. Less than twelve month employees are compensated for earned vacation on a year-to-year basis. All bargaining unit members shall be given a written accounting of accrued vacation and sick leave balances annually.
- 11.2 Paid Vacation - Except as otherwise provided in this Article, paid vacation shall be granted through mutual written agreement (12 month employees) no later than the fiscal year immediately following the fiscal year in which it was earned.
- 11.3 Accumulation - Vacation time shall be earned and accumulated (12 month employees) in accordance with the following schedules:



- 1 through 4 years of service - 10 working days
- 5 through 10 years of service - 15 working days
- 11 through 19 years of service - 20 working days
- 20 or more years of service - 25 working days

11.3.1 Vacation time shall be earned at the following rates (less than 12 month employees):

1-4 years	.03846 per hour for each hour of paid service, not including overtime
5-10 years	.0577 per hour for each hour of paid service, not including overtime
11-19 years	.0769 per hour for each hour of paid service, not including overtime
20 + years	.09615 per hour for each hour of paid service, not including overtime

Hours of paid service defined as ratified hours times (workdays plus holidays) e.g. 2 hour employee x (180 workdays plus 12 holidays) = hours of paid service.

- 11.4 Vacation Pay - Pay for vacation days for less than twelve month employees shall be the same as that which the employee would have received had he/she been in a working status.
- 11.5 Vacation Pay Upon Termination - When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.
- 11.6 Vacation Postponement - If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request in writing with medical verification that his/her vacation date be changed, and the District may grant such a request in accordance with vacation dates available at that time.
  - 11.6.1. If a bargaining unit employee pursuant to 11.6 above, is not permitted by the District to take all of or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use up to 40 days or be paid for in cash.
- 11.7 Flexibility on Vacation Carry-over - Each department shall maintain a master vacation schedule and a qualified substitute list, allowing employees to take requested vacations when possible. Employees may carry-over all accumulated and unused days that have accrued in any one school year ("Carry Forward Days") for use in the next school year when mutually agreed upon between the District and employee. Vacation days shall accrue in accordance with Section 11.3. Any Carry Forward Days not used in the next school year shall be paid in cash by the District and shall not accumulate for use in any subsequent school year. When approaching the maximum, the District will notify and discuss options with the employee.
- 11.8 Holidays - When a holiday falls during the scheduled vacation of any twelve month bargaining unit employee, such employee shall be granted an additional day for each holiday falling within that period.
- 11.9 Vacation Scheduling - Vacation shall be scheduled for times throughout the year requested by the bargaining unit members in accordance with the requirements of this section. Bargaining unit members shall schedule vacations in accordance with a master calendar for each semester that will be circulated by the District to all bargaining unit members not later than July 1, in the case of the Fall semester, and November 1, in the case of the Spring semester, or as soon thereafter as

reasonably possible. Subject to the other requirements of this section, the District shall make every effort to meet the employee vacation scheduling options.

11.9.1 If none of the dates can be met, the employee and supervisor must reach mutual agreement on a date. If they are unable to reach mutual agreement, the scheduling of vacation shall be resolved by a third party decision. The third party shall be a committee comprised of two (2) CSEA Representatives and two (2) District Representatives.

11.9.2 In scheduling vacation, the District shall use seniority.

11.9.3 Special emergency situations may arise when a scheduled vacation is canceled. The employee and the District must reach mutual consent in such circumstances.

11.9.4 Changes to Vacation Requests - An employee may change or supplement their vacation request if the change can be accommodated by the District without disruption to other employee's scheduled vacations, and if the District can arrange the change without disruption to District operations. Any such request to change or supplement a vacation request shall be made by the relevant employee not less than fifteen (15) business days prior to the first vacation day that he or she has requested by submitting a fully completed copy of the vacation day request form in substantially the form attached as Appendix N. The District may waive the forgoing notice requirement in its sole discretion for good cause. The District shall respond to any such request within three (3) business days of receipt.

11.10 Interruption of Vacation - An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination of vacation.

## **ARTICLE XII LEAVES**

12.1 Jury Duty - An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall deposit with the District any monies received from the judicial system. Any meal, mileage, or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which an employee in the bargaining unit, whose regular assigned shift commences at 3:00 p.m. or after and who is required to serve all or part of the day on jury duty, shall be relieved from work with pay.

12.2 Judicial Leave - For any necessary court appearance, except as a party in an action against the District, the unit member may utilize Personal Necessity Leave.

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

12.4 Bereavement Leave - A classified employee is entitled to be absent up to five (5) days for the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee on account of such leave of absence. Members of the immediate family means mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild, spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step parents, step children, or any relative living in the immediate household of the employee

or the spouse.

12.5 Personal Necessity Leave - The employee requiring leave under this section shall verify by signed statement, on District provided form, that he/she desired a leave for one of the reasons listed as permissible under this section. Whenever possible, advance notification of any personal necessity permitting leave under this section shall be given. An employee may use, at his/her election not more than seven (7) days of accumulated sick leave benefits in a school year in the following cases of personal necessity.

12.5.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided for in Section 12.4. Immediate family shall be defined as set forth in Section 12.4.

12.5.2 Accident involving his/her person or property, or property of a member of his/her immediate family, of such an emergency nature that the immediate presence of the employee is required during his/ her work day.

12.5.3 Serious or critical illness of a member of the employee's immediate family, calling for the services of a physician and of such an emergency nature that the immediate presence of the employee is required during his/her work.

12.5.4 Appearance in court as a litigant, except as a party in an action brought against the District by the employee.

12.5.5 Employees may use up to four (4) days of personal necessity leave to attend to matters not specifically listed above, but which a reasonably prudent person would conclude was a matter of compelling personal necessity. It is agreed that these days may not be used to extend any vacation or holiday period and may not be used for recreational purposes.

12.6 Leave for Illness or Injury

12.6.1 A classified employee employed forty (40) hours a week is entitled to eight (8) hours of sick leave for each month of employment during the school year, without loss of pay, cumulative indefinitely. Any new employee must be in paid status for more than one-half (1/2) of the month's normal working hours in order to qualify for sick leave credit for that month. Employees who work less than 12 months shall earn sick leave based on their duty days. The following guidelines shall be used for designations of months worked. Duty day criteria shall be utilized as follows:  
180-199 duty days shall be equivalent to a 10 month employee;  
200-219 duty days shall be equivalent to an 11 month employee;  
220-261 duty days shall be equivalent to a 12 month employee.

12.6.2 A classified employee employed less than forty (40) hours per week shall be entitled to that proportionate amount of sick leave as the number of hours he/she is employed per week bears to forty (40) hours. Sick leave for all part-time employees will be computed and charged on an hourly basis. When such person is employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of sick leave to which he/she is entitled.

- 12.6.3 Sick leave entitlement for any current school year is based on length of service, and a person who serves only a portion of the year shall be entitled only to the proportionate amount of sick leave earned. Any person who terminates his/her employment during the year and who has been absent because of illness or injury for a longer period of time than he/she would be entitled to because of length of service shall have the amount of the over payment deducted from his/her last warrant.
- 12.6.4 If sick leave is used to obtain health services, the leave may be charged to sick leave or made up by the employee on an equal time basis by mutual agreement of the employee and the administrator or department head. Absence is to be reported on an hourly basis.
- 12.6.5 A statement from a qualified physician verifying the reason for absence due to illness or injury may be required by the District after the third (3rd) consecutive day of absence. This section will not preclude the District from asking for verification for any absence when a pattern of abusing sick leave provisions is indicated.
- 12.6.6 Any sick leave benefits earned but unused on the date of termination for any cause shall not be paid to the employee in cash.
- 12.6.7 Maternity Leave - Sick leave benefits for pregnancy related medical conditions will be granted on the same basis as they are granted other employees.
- 12.7 Supplemental Sick Leave – In accordance with Education Code section 45196, the employee shall be credited with sufficient additional sick leave which, when added to regular earned sick leave, shall not be less than one hundred (100) working days. Such additional sick leave shall be exclusive of any other paid leave and will be compensated at not less than fifty (50) percent of the employee's salary.
  - 12.7.1 Total full pay and supplemental sick leave shall not exceed one hundred working days in any one fiscal year or for any one illness. No full pay or supplemental sick leave payments shall be made during the period of the school year in which the employee would not normally be employed.
  - 12.7.2 Supplemental sick leave is payable only upon medical verification and only for absence of three or more consecutive days.
- 12.8 Leaves of Absence for Industrial Accident and Illness - All permanent classified employees shall be eligible for benefits provided by Education Code Section 45192, as follows:
  - 12.8.1 Allowable leave shall be for sixty (60) working days in any one fiscal year for the same accident.
  - 12.8.2 Allowable leave shall not be cumulative from year to year.
  - 12.8.3 Industrial accident or illness leave will commence on the first day of absence.
  - 12.8.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Laws of this state, exceed the normal wage for the day.

- 12.8.5 Industrial accident leave shall be reduced one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 12.8.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 12.8.7 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 45192 of the Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving Worker's Compensation, he/ she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the Worker's Compensation award, provide for a full day's wage or salary.
- 12.8.8 The governing board may provide for additional leave of absence, paid or unpaid, as it deems appropriate.
- 12.8.9 Periods of approved leaves of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 12.8.10 During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensated time off or other available leave provided by law or action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. The District, in turn shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 12.8.11 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty nine (39) months. At any time during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his/her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or lack of funds under California Education Code 45298, in which case, the employee shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee. (Salary will be at the step of layoff, accrual of benefits shall be at the rate based on the employee's seniority).
- 12.8.12 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 governing board authorizes travel outside the state.
- 12.8.13 An employee who has been placed on a reemployment list, as provided above, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

- 12.9 Break in Service - No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 12.10 Retraining and Study Leave - A leave of absence without pay or accrual of vacation, sick leave, holidays, or other benefits under this Agreement for study/retraining may be granted to an employee. Such leave of absence shall not exceed six (6) months.
- 12.10.1 No more than one retraining leave of absence shall be granted in each three year period, and shall not be granted to an employee who has not served at least three consecutive years preceding the granting of the leave. Leaves for study/retraining must be directly related to the employee's current job assignment.
- 12.10.2 The District may prescribe standards of service which shall entitle the employee to the leave.
- 12.10.3 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose.
- 12.10.4 Not more than one employee per classification may be granted a study/retraining leave during one fiscal year.
- 12.11 General Leave - Employees may request of the Governing Board a paid or unpaid leave of absence for general purposes.
- 12.12 Family Care Leave will comply with State and Federal Guidelines.
- 12.12.1 Family Care Leave is a leave of absence which is taken by reason of:
- 12.12.1.1 Birth of the employee's child (beyond sick leave)
- 12.12.1.2 Placement of a child with the employee in connection with the employee's adoption of the child.
- 12.12.1.3 The serious illness of a child of the employee.
- 12.12.1.4 Care for the employee's spouse or parent who has a serious health condition.
- 12.12.1.5 If an employee needs family care leave for someone other than spouse, parent or child, the Board or Board Designee may, at their discretion, grant family care leave if an employee requests so in writing.
- 12.12.2 An employee's parent is limited to a biological parent, foster parent, adoptive parent, a step-parent, or a previous legal guardian. An employee's child is limited to a biological, foster, or adoptive child, a step-child, a legal ward, or a child for whom the employee stands in loco parentis, who is either under nineteen years of age or an adult dependent child. A serious health condition is an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care.
- 12.12.3 Employees may use up to seven (7) days of personal necessity leave for family care leave.

The leave is deducted from accrued sick leave. At the discretion of the Board or Board designee, additional days may be granted. The employee must petition the Board in writing.

12.12.4 Family care leave may also be granted as unpaid leave of absence up to a total of Sixty-Six (66) days in a twelve (12) month period. Employees must have had one (1) or more years of continuous service with the District to be eligible for such unpaid leave.

12.13 Catastrophic Illness Leave - Employees in the bargaining unit may donate accumulated sick leave days to another employee in the Amador County Unified School District who is in need of additional paid time due to a catastrophic illness.

12.13.1 Days donated will be in increments of eight (8) hour or the equivalent of a full-time workday.

12.13.2 Whenever an employee is in need of additional time, the employee will contact the Personnel Office who will publish the need throughout the District. Employees who wish to donate will notify the District. Donations will be credited to the recipients account as needed. When a donation is credited, the employee donating the leave will be notified of the adjustment to their account.

12.13.3 Once the sick leave donation is credited, it may not be retrieved for any reason.

12.13.4 Each employee must retain at least one year accumulated sick leave in their individual accounts after any donation of sick leave.

### **ARTICLE XIII TRANSFERS**

13.1 Transfers - Classified employees are eligible to file a written transfer request for consideration for any advertised vacancy for which they qualify. Transfer requests must be submitted in the manner prescribed by the District and may be accompanied by any additional information the employee desires to submit. Qualified employees in the bargaining unit shall be given first consideration in filling any job vacancies.

13.1.1 A unit member may request a transfer subject to the following conditions:

- a) a unit member's request for transfer shall bear the signature of that unit member's immediate supervisor;
- b) the filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment.

13.1.2 The decision regarding the transfer of unit personnel is solely the responsibility of the District, except as provided in this article.

13.1.3 When a new position is created or an existing position becomes vacant, the District shall first offer an opportunity to transfer to bargaining unit employees who qualify for the position within the District. Opportunities for transfer shall be posted for at least five working days prior to the position being filled. If more than one employee wishes to be transferred to a particular vacancy, and all qualifications being equal, the employee with the greatest District seniority shall receive the position.

13.1.4 Posting of Notice - Notice of job vacancies shall be posted on bulletin boards located at job

sites. The vacancy notice shall remain posted for a period of five working days during which time employees may apply for the vacancy. In the case of an opening for a Maintenance I, if there is more than one internal, lateral transfer applicant, a meeting of all Maintenance I employees will be called to facilitate the bid process.

- 13.1.5 Any employee on leave shall be mailed a copy of all notices after filing a written request with the Personnel Office. Such notice shall be mailed the day the position is posted.
- 13.1.6 Any employee may apply for the vacancy by submitting written notice to the Personnel Office within the prescribed time limits. Any employee on leave may authorize in writing a job representative to file on the employee's behalf.
- 13.1.7 A unit member may not apply for transfer under the provisions of this Agreement until permanency in the current classification has been achieved.
- 13.1.8 After the posting process for a new or vacant position has been completed the District shall appoint a time and place for all interested persons to meet and bid for the position in seniority order.  
The bid process shall be as follows: As one position is filled and another is now newly available, the newly available position shall be offered to those employees and the process shall start over beginning with the most senior through the least senior until the position is filled. The bidding process will continue until each of the vacancies is filled. Excludes Clerical Class.

- 13.2 Medical Transfers - The District may give alternate work when available to an employee who has become medically unable to perform satisfactorily his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement and concurrence of the employee. When the employee becomes medically able to perform satisfactorily his/her former duties within a five month period, the employee shall have the right to return to his/her former position.
- 13.3 Mileage Compensation During Temporary Assignments - Any employee required to work at a work site on temporary assignment which is more than five miles from his/her normal work site, shall be compensated for the total mileage difference between his/her normal work site and his/her temporary work site at the amount established by the District for reimbursement for mileage, according to the travel and mileage or the District shall provide appropriate transportation.
  - 13.3.1 For any employee required to work at a work site on a temporary assignment which is less than five miles from his/her residence, the mileage compensation shall not apply. For the purposes of this section only, temporary assignment is defined as a 90 day period.

#### **ARTICLE XIV CLASSIFICATION, RECLASSIFICATION OF POSITIONS**

- 14.1 Placement in Class - Every bargaining unit position shall be placed in a class.
- 14.2 Classification and Reclassification Requirements - Position classification and reclassification shall be subject to mutual written agreement between the District and CSEA, and any dispute shall be subject to the grievance procedure. Either party may propose a reclassification at any time during the term of this Agreement for any position.



- 14.3 Salary Placement of Reclassified Positions - When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range through mutual written agreement between the negotiating team unit and the District.
- 14.4 Incumbent Rights - When an entire class of positions is reclassified, the incumbents (permanent or probationary) in the positions shall be entitled to serve in the new positions, in a permanent or probationary status, as applicable, of a classified employee. When a position or positions less than the total class is reclassified and the employee has served in the position for one (1) year, the incumbent shall be entitled to serve in the new position(s) in a permanent status. If the incumbent has served in the position for less than one (1) year, the District agrees to meet and negotiate the effect of the reclassification.
- 14.5 Downward Adjustments - Any downward adjustment of any position or class of positions shall take place through mutual written agreement between the bargaining unit and the District.

## **ARTICLE XV LAYOFFS**

- 15.1 Classified employees shall be subject to layoff for lack of work or lack of funds. When it becomes necessary to invoke the layoff procedures, such action shall take place in accordance with procedures provided by Sections 45114, 45115, 45117, 45298, 45308 of the Education Code. The Board of Education will take action in public session in the form of a resolution or board action as provided for in board policy.
- 15.2 Notice of Layoff - Classified employees will be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff and be informed of their displacement privileges, if any, and reemployment rights. (Education Code 45117). Notification of layoff shall be delivered by personnel service or certified mail (return receipt requested).
- 15.3 Order of Reduction - The following order will prevail in the reduction of classified personnel: short-term employees, by class; substitute employees, by class; probationary employees by class/classification; permanent employees by class/classification.
- 15.4 Procedure - Bargaining unit employees shall be subject to layoff for lack of work or lack of funds. Whenever a bargaining unit employee is laid off, the order of layoff within class shall be determined by the hire date. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. In the event of a tie, the determination as who is senior will be made by drawing lots. Re-employment shall be in the reverse order of layoff.
  - 15.4.1 Bargaining unit employees who are laid off shall exercise bumping rights into any classification, within a current or previously held class, providing they meet minimum qualifications and providing that the classification in which they are bumping is equal or lower than that classification in which the employee has served.
- 15.5 Reemployment Rights - Classified employees laid off due to lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. 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.
  - 15.5.1 Laid off persons shall be reemployed in the reverse order of layoff in the highest job

classification available in accordance with the class seniority. In the case of layoffs and/or reductions in hours, each affected classification shall be brought in at a time and place appointed by the District for the purpose of identifying positions or hours eliminated and allowing for bumping by seniority. Employees affected by job or hour eliminations shall bump as per section 15.4.1. The resulting “domino effect” shall continue until the filling of positions is complete and the least senior employees affected have exhausted opportunities to bump. This section expires July 1, 2005 unless mutually extended.

15.5.2 A permanent employee who is laid off and is subsequently reemployed within 39 months shall have all rights and privileges restored.

15.5.3 A probationary employee laid off for a lack of work or lack of funds, upon his/her return to active employment with the District, shall continue to serve out the remainder of the probation period and shall have all rights and privileges restored.

15.6 Employee Notification to District - An employee shall notify the District of his/her intent to accept or refuse reemployment within five working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal of reemployment within five days from receipt of the reemployment notice.

15.7 Reemployment in Highest Class - Classified employees shall be reemployed in the highest rated job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Employees who accept a position lower than their former class shall retain their original thirty-nine month rights to their higher paid position from which they were laid off.

15.8 Improper Layoff - Any employee who is improperly laid off because of procedural error as stated in 15.4, shall be reemployed immediately upon discovery of the error.

15.9 Retirement in Lieu of Layoff - Classified employees who have been employed at least five years under the Public Employees Retirement System and are fifty years of age or older may elect to accept a service retirement in lieu of layoff. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to the PERS provided by the District for that purpose. The employee shall then be placed on a thirty-nine month reemployment list.

15.9.1 The District agrees that when an offer of employment is made to eligible persons retired under this section, and the District has received within five working days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate his/her retirement status with PERS.

## **ARTICLE XVI DISPUTE SETTLEMENT**

16.1 Definition - A grievance shall mean there has been an alleged violation, misapplication or questionable interpretation of rules, procedures, and regulations as contained in District Policy, State Statutes as they pertain to classified employees, and provisions as set forth in this Agreement.

16.1.1 The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The District's failure to give a decision within the time limits shall permit the employee to proceed to the next level. The time limits, however, may be extended by mutual consent.

16.1.2 An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the District.

16.2 Procedures:

16.2.1 **Level I** - An attempt shall be made to resolve any grievance in informal verbal discussion between the employee and his/her immediate supervisor.

16.2.2 **Level II** - If the grievance cannot be resolved informally, the employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the immediate supervisor. The written grievance shall state the specific nature of the grievance, the remedy requested and the specific section(s) of this Agreement that are alleged to have been breached. The filing of the formal, written grievance at Level II must be presented within twenty (20) work days from the date of the occurrence of the event giving rise to the grievance, or within twenty work days when the employee becomes aware of the occurrence which gave rise to the grievance. The immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within ten (10) work days after receipt of the grievance.

16.2.3 **Level III** - In the event the grievance has not been resolved satisfactorily at the Level II, the employee shall file, with the Superintendent, within ten work days after receiving the immediate supervisor's written decision at Level II, a copy of the grievance. Within ten work days after receiving the written grievance, the employee and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten days of the Level III meeting and communicate it in writing to the employee and immediate supervisor. For grievances involving reclassification, Level III is the final step.

16.2.4 **Level IV** - If satisfactory settlement cannot be reached at Level III, the employee may request, in writing, that CSEA submit the matter to Binding Arbitration. Such request shall be made within ten work days of receipt of the Level III decision.

16.2.4.1 An Arbitrator will be selected by the District and CSEA. The arbitrator shall be selected from a list of five (5) supplied by the State Mediation and Conciliation Service. Each party will strike a name until only one (1) name remains. The order of striking shall be determined by lot.

16.2.4.2 The arbitrator shall have the power to investigate and render an impartial decision which will be final and binding on the Amador Unified School District Board of Trustees and the CSEA.

16.2.4.3 The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room shall be borne equally by the Amador County Unified School District and

CSEA. All other costs shall be borne by the party incurring them.

16.2.4.4 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance is within the scope of these proceedings, the arbitrator shall rule on the arbitrability of the issue.

16.2.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The finding of the arbitrator shall pertain only to the grievance filed and must be determined within the provisions of this Agreement. After a hearing and after both parties have had the opportunity to make written arguments, the arbitrator shall submit, within thirty (30) calendar days, to all parties, a decision.

### 16.3 General Provisions:

16.3.1 The grievant must be personally present at each level of the grievance procedure.

16.3.2 The grievant and/or District may request a representative at any stage in the grievance procedure. Such representative shall normally be limited to two persons at all levels.

16.3.3 Time limits set forth in this procedure may be extended by mutual consent of the grievant, representative, and/or District.

16.3.4 The resolution of an individual grievance shall be deemed to rectify the grievance only and shall not necessarily be deemed as establishing precedence, and the disposition of any grievance shall not be used in the evaluation of employees.

16.3.5 New issues which constitute a separate grievance beyond those originally presented shall not be introduced at any level.

16.3.6 A grievant may terminate a grievance at any time.

16.3.7 The grievance procedure as presented in this article must be utilized unless portions are waived by consent of the parties.

16.3.8 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her immediate supervisor unless there exists a clear and present danger to the employee.

## **SEE APPENDIX E FOR GRIEVANCE FORMS**

## **ARTICLE XVII TRANSPORTATION**

### 17.1 Definitions:

17.1.1 Seniority - Seniority will be based upon the employee's original date of hire as a bus driver.

In the event of a tie in hire date seniority, the driver with the greatest number of hours in paid status earned in the District in any capacity shall be designated as senior. If the hours in paid status are equal, the decision shall be made by lot. Tie breakers are established one time only for the establishment of the hire date seniority list.

17.1.2 Field Trip - A field trip is transportation for an extra or co-curricular activity. Drivers will work and be compensated for a minimum of 2 hours for every trip.

17.1.2.1 Weekend/Holiday Trip - a trip with a departure time between either midnight on Friday and midnight on Sunday or on a Holiday.

Shuttle trips are not considered field trips, and accepting a shuttle trip will not affect an employee's order of bidding for field trips.

17.1.3 Eligibility List - A list of regular District drivers desiring trips/overtime shall be established at the start of each school year beginning with the senior driver. The purpose of the list being the order of initial assignment.

17.1.4 Call Back Time - No driver shall be called back after the completion of their assignment unless they receive a minimum of two hours work or pay at the appropriate rate.

17.1.5 Trip Cancellation - Trips canceled on the day of the event: the drivers shall be compensated based on the provisions of call back time (minimum of two (2) hours pay).

17.1.6 Extra Work - Extra work shall mean any assignment(s) over and above a driver's regular (ratified) hours. Field trips do not fall under this category.

17.1.7 Bus Route - Defined as a regular home to school, school to home, kindergarten (AM/PM) and/or regularly scheduled midday route.

17.1.7 Academic School Year - Shall be defined as the approved school calendar, beginning with the first day of school or the first paid staff (bus driver) day of the school year through the last day of school or the last paid staff (bus driver) day of the school year, including any end of school year activities (Graduation, Sober Grad, etc.) and including all weekends and any breaks (Christmas, Spring, etc.) i.e., August 17<sup>th</sup> to June 10<sup>th</sup>.

17.1.9 Summer School - Shall be defined as the period of the calendar year beginning on the first day after the close of the school year as defined in 17.1.7 and ending on the day before the first day of the following school year.

17.1.10 Shuttle Trip – Shall be defined as (a) any trip with a duration of under 1.5 hours and traveling only within the district or (b) any “drop and return” trip that occurs during regularly scheduled driving hours (for example, falling within the 1:30 to 5:00 p.m. time period).

## 17.2 Field Trips:

17.2.1 Extra trips including day, night, weekend and holiday trips will be assigned from a list of qualified drivers. At the start of each school year the District will create a roster of bus drivers qualified to be offered extra trip assignments. The list shall be titled *Trips Which*

*Occur During the Week and Trips Which Occur on Weekends and Holidays.* Bus drivers will be listed on the extra trip rosters by seniority order, with the most senior bus driver listed first. In the event that extra trip(s) are cancelled in the preceding month, the driver(s) who were scheduled to drive those trip(s) will be moved to the top of the bidding list (notwithstanding their relative seniority) in the order of the date that the trip was cancelled. The list will be in effect from the first day of school through the last day of school.

- 17.2.2 Qualified bus drivers wishing to drive extra trips shall so indicate at the beginning of the school year. If a driver later wishes to be added to or removed from a roster, he/she must wait until the last full round of bidding takes place.
- 17.2.3 If a driver refuses a trip, he or she will lose his or her place in the trip bidding rotation, except that, if a driver is unable to take a trip because he or she has another trip scheduled for that same day, he or she will not be considered to have refused the second trip and will keep his or her place in the bidding rotation.
- 17.2.4 For the purposes of this section a “qualified driver” is a driver who has attained “permanency” with the District and has been assigned a regular bus route for at least six (6) consecutive months. A driver must be proficient in all driving conditions that may occur on the trip, i.e. snow chains, city driving. To be considered proficient, the driver must have received training by the driver trainer, and certification must be on file at the time of the trip.
- 17.2.5 Extra trips will be distributed no later than the Friday before the last full week of the month. Bidding for extra trips will take place on the Monday of the last full week of the month after all regular morning routes are complete or at such other date and time as the District and the CSEA bargaining representative may agree. Trip bidding is on the driver’s own time and not required. Drivers who are unavailable to bid, but wish to take trips must complete a proxy giving permission to another driver to bid for them. Bidding will be for all trips for the following month.
- 17.2.6 If a new trip comes in after the initial monthly bid, the trips will be offered to the next eligible Driver on the trip list in rotation. If at least forty-eight (48) hours advance notice of the availability of the trip is not given to a driver, the refusal of the driver to accept that extra trip assignment will not be counted against the driver as a refusal to accept an offered extra trip assignment. Drivers shall not be charged refusal hours for trips refused due to pre-approved absences or absence caused by governmental authority.
- 17.2.7 All trips taken by a driver will count towards their placement in the rotation list.
- 17.2.8 Drivers who accept an extra trip assignment and who are then unable to actually complete it for any reason, including illness, shall be considered to have declined the trip, and will be charged as if they did take the trip.
- 17.2.9 Field Trip Eligibility:
- 17.2.9.1 To be eligible for a Night Trip, a driver must perform his/her regular assigned hours the day of the trip and the day preceding the trip (except for medical-related leave scheduled at least five work days in advance).

- 17.2.9.2 To be eligible for a Weekend/Holiday Trip, a driver must perform his/her regular assigned hours for the five (5) work days preceding the trip, including the day preceding the trip (except for medical-related leave scheduled at least five work days in advance).
- 17.2.9.3 If a driver becomes ineligible for a trip for any reason specified in paragraphs 17.2.9.1 or 17.2.9.2, above, the trip will be charged against the driver who called in absent.
- 17.2.9.4 An employee shall have his/her name removed from the list for refusing trips. From August through December a third refusal takes the driver off the list for this period. A driver will be reinstated on the list in January. From January through June a third refusal takes the driver off the list for the rest of the school year. For the purpose of this article refusing a trip is defined as an employee who accepts a field trip during the bidding process and then decides not to follow through and drive the trip except if the driver declines the extra trip because he or she is scheduled to take leave under Article XII on the day on which the extra trip is being offered.

17.2.10 Compliance: To ensure a driver is in compliance with state law regarding sixteen (16) hours on the road, the driver start time may be adjusted and the driver assigned other duties as required. The purpose is to ensure the driver stays within 16 hours and doesn't lose paid time.

17.2.11 Cancelled trips: If a driver reports to work to find that a "trip which occurs during the week" trip has been cancelled, the driver will be compensated for two (2) hours time. If a driver reports to work to find that "trip which occurs on weekends, and holidays" trip has been cancelled, the driver will be compensated for four (4) hours time.

17.3 Extra Work: All extra time and miscellaneous work in the Transportation Department shall be assigned as stated below.

For the purposes of the assignment of extra time and miscellaneous work in the Transportation Department pursuant to this section only, and not for the purpose of interpreting any other provision of this agreement, "Applicable Classification" means the job classification of the employees who would normally provide or whose job description includes the services that comprise the extra time or miscellaneous work.

17.3.1 First, to qualified employees of the ACUSD working in the Applicable Classification, provided that such assignment (i) would not result in overtime and (ii) is feasible and cost efficient. If more than one qualified employee of the ACUSD meets these requirements, then the assignment shall be made based upon the Seniority Rotation (defined below).

17.3.2 If no qualified employee of the ACUSD working in the Applicable Classification meets requirements of paragraph 17.3.1, then, second, to qualified employees of the ACOE working in the Applicable Classification, provided that such assignment (i) would not result in overtime and (ii) is feasible and cost efficient. If more than one qualified employee of the ACOE meets these requirements, then the assignment shall be made based upon the ACOE Seniority Rotation.

- 17.3.3 If no qualified employee of the ACUSD meets the requirements of paragraphs 17.3.1 and no qualified ACOE employee meets the requirements of paragraph 17.3.2, then, third, to a qualified substitute employee.
- 17.3.4 If no employee of the ACUSD meets the requirements of paragraphs 17.3.1 and no qualified ACOE employee meets the requirements of paragraph 17.3.3 and no qualified substitute meets the requirements of paragraph 17.3.4, then, fourth, to an employee of the ACUSD based upon the ACUSD Seniority Rotation.
- 17.3.5 The “Seniority Rotation” includes all Transportation department employees of the ACUSD or ACOE Transportation department employees, as the case may be, and in each case ordered by seniority, with the employee at the top of the list being the one offered extra time or miscellaneous work if and to the extent provided for in the forgoing provisions and any employee who has been offered extra time or miscellaneous work (regardless of whether or not such employee accepts such an offer) being moved to the bottom of the list.
- 17.3.6 For the avoidance of doubt, an employee shall not move to the top of the Seniority Rotation until it has been exhausted and the Seniority Rotation shall not “reset” after 24 hours or any other time period.
- 17.3.7 Summer School All summer work will be posted as soon as possible before the end of the school year. All employees shall be offered summer work in seniority order.

17.3.8 Summer work will not be counted for extra time during the school year.

17.4 Bus Driver Certificate:

17.4.1 The District agrees to pay the California School Bus Driver Certificate renewal fee once every four years for regular district bus drivers.

17.5 Bidding Procedure:

17.5.1 In the event a driver cannot attend the route bidding, due to illness, emergency or other compelling reason, they may delegate their route selection rights in writing to a job steward, designee, or Transportation Supervisor, who may select a route in their absence. In the event prior written authorization cannot be obtained, authorization may be given by verbal discussion with the Transportation Supervisor.

17.5.2 On or before the fifth calendar day prior to the start of each school year, drivers will bid on routes established by the District. All regular drivers shall submit their bids in order of the drivers' seniority. The District shall assign these routes according to the driver's bid provided the driver is qualified to drive the equipment assigned to the route as directed by the Transportation Director. The time assigned to a driver shall remain in effect until the bidding process for the subsequent year. In order to insure the most accurate route data, the bidding date could be extended by mutual agreement.

17.5.3 Service Needs/Resignations and other Vacancies:  
Shifting service needs may alter coverage required and necessitate changes in time assigned



to bus routes which may have the effect of increasing the time regularly assigned to the driver. The additional time will be added to the route. If a route becomes available during the year because of resignation or termination, it shall be made available for bidding as above and assigned in order of driver seniority on the basis of bids submitted. If a run becomes available that may be added to an established route during the year, it shall cause the bidding process to be implemented as above. Bidding will be for the additional run only. The successful driver will have the additional time added to their present assignment. If no qualified driver submits a bid for a route or a run, the Transportation Director shall fill the route without disruption of current assignments.

17.5.4 Information concerning routes will be available, e. g. , bus to be used; time driver reports for work and ends their work assignment; schools to be served; special equipment needs; routes, and/or bus; three (3) calendar days prior to the bid. There will be no changes to the home to school routes three (3) days prior to the bid. The Transportation Director reserves the right to change equipment as needed, i.e., changing student loads may require larger or smaller bus.

\*\* The current driver will be trained on any new equipment if such training is necessary as determined by the District and the Laws of the State of California.

17.6 Bumping During Long Term Illnesses:

17.6.1 In the event that a driver anticipates a long term absence (in excess of 20 calendar days), the District shall offer the absent position to a ratified driver with less seniority in order of seniority. This may not affect more than two ratified driver positions. The least senior ratified driver affected will be filled with a substitute.

17.7 Transportation Meals:

17.7.1 The cost of meals for drivers on a field trip will be reimbursed in accordance with District policy if the meal expense is incurred outside District boundaries during the performance of official district business. A receipt will be required.

17.8 Camera on Bus:

17.8.1 A driver may, in response to a complaint or allegation, view the tape(s) from the bus camera on his/her bus. All tapes are confidential and the property of the district. Unless prohibited by law enforcement a driver may, in response to a complaint or allegation, view the tape(s) made on his/her bus. If the Director of Transportation or any other administrator seeks a review of the tape in connection with a complaint, allegation, or disciplinary action involving an employee, the affected employee will be notified.

## **ARTICLE XVIII CONTRACTING AND BARGAINING UNIT WORK**

18.1 Work that is normally and customarily performed by bargaining unit members will not be contracted out pursuant to Education Code 45103.1

## **ARTICLE XIX SEVERABILITY**

- 19.1 Savings Clause - If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall immediately be suspended and be of no effect thereunder, so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 19.2 Replacement for Severed Provision - In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section, or any other affected portion of the Agreement.

## ARTICLE XX EDUCATIONAL INCENTIVES

- 20.1 All permanent employees shall be eligible to receive educational pay adjustments as follows:

Number of units:	11	22	33
Monthly Increase:	\$30	\$60	\$90

- 20.1.1 Courses/Units must be approved by the Personnel Office in advance.
- 20.1.2 The parties agree to meet separately for the purpose of arriving at a list of courses in each career field which will be acceptable for educational incentive credit. The guidelines should include approved in-service training programs, professional growth programs, and adult education programs.
- 20.1.3 All course work must relate to the employee's present career field.
- 20.1.4 Fifteen (15) hours of in-service is the equivalent of one (1) semester unit.
- 20.1.5 Only coursework that is pre-approved by the Director of Personnel and taken after the employee is hired will be counted. Credit will then only be given if a grade of "C" or better is received or a "Pass" in a pass/fail course. The Advanced Approval form is located in Appendix G.
- 20.1.6 Employees must notify the personnel office one month before they anticipate reaching 11, 22 or 33 units.
- 20.1.6.1 Payment will commence the month following verification of the units by the personnel office.
- 20.1.6.2 If an employee fails to inform the personnel office in a timely fashion, the payment will still commence the month following verification of the units. No retroactivity shall apply to this provision.
- 20.1.7 Monthly adjustments are for employees regularly working forty (40) hours per week exclusive of overtime. Any employee whose work week is less than forty (40) hours will receive prorated adjustment as her/his hours relate to forty (40) hours per week.

## **ARTICLE XXI NEGOTIATIONS**

- 21.1 Notification and Public Notice - If either party desires to alter or amend this Agreement, it shall not be less than one-hundred and twenty days prior to the termination date set forth under the Duration Article. They shall provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 21.2 Commencement of Negotiations - Within twenty days of satisfaction of the Public Notice Requirement, negotiations shall begin at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 21.3 Release Time for Negotiations - CSEA shall have the right to designate six (6) employees, one being the President (or designee), who shall be given a reasonable amount of release time for the purposes of meeting, preparing, negotiating and processing of grievances.
- 21.4 Ratification of Additions or Changes - Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

## **ARTICLE XXII SAFETY**

- 22.1 Unsafe or Unhealthy Conditions - Employees shall not be required to work under unsafe or unhealthy conditions or perform tasks which may endanger their health or safety.
- 22.2 Report of Condition - Any employee who observes a working condition which is believed to be unsafe or unhealthy shall report such condition in writing including the reasons for believing it to be unsafe or unhealthy to the appropriate administrator. The administrator will respond in writing as soon as possible but not to exceed ten work days as to how the unsafe or unhealthy condition has been or shall be remediated.

## **ARTICLE XXIII DRUG AND ALCOHOL TESTING PROGRAM**

### **23.1 APPLICATION**

The provisions of this Article apply to workers whose duties include the driving of a commercial motor vehicle where a Class A or Class B driver's license is required along with job classifications designated by the District as being "safety sensitive." Bargaining Unit Classifications with such duties are:

1. School Bus Driver
2. Equipment Mechanic
3. Bus Driver Trainer

### **23.2 NOTICE**

All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing that they are subject to reasonable suspicion, post-accident, random, return to duty, and follow-up testing while on duty. The notice shall state that the only such tests required by the employer are those required by the Federal Highway Administration (FHWA) as set forth in Title 49 of the Code of Federal Regulations, Part 382.

### **23.3 REASONABLE SUSPICION TESTING**

- 23.3.1 A reasonable suspicion test will be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. For suspicion of

controlled substance use only, the observations may also include indications of the chronic and withdrawal effects of controlled substances.

- 23.3.2 The observations must be made by a supervisor who has received at least two (2) hours of training in identifying indicators of probable alcohol misuse plus at least two (2) hours training in identifying indicators of probable controlled substance use.
- 23.3.3 If the reasonable suspicion observations are made by the immediate supervisor of the employee, they must be confirmed by the direct observation of another supervisor similarly trained.
- 23.3.4 Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of a safety-sensitive duty.
- 23.3.5 Employees for whom reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
- 23.3.6 Tests based on reasonable suspicion on alcohol misuse shall be promptly administered. If the test is not given within two (2) hours following the reasonable suspicion determination, the District shall prepare and maintain on file a statement of the reasons the test was not administered promptly. The employee shall be given a copy of any statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight (8) hours of the reasonable suspicion determination.
- 23.3.7 A written record of the reasonable suspicion observations, dated and signed by all supervisors making the observations, must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.
- 23.3.8 No supervisor who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.

#### 23.4 **POST-ACCIDENT TESTING**

- 23.4.1 A post-accident test must be based upon an accident for which the employee received a citation for a moving traffic violation or where there was a loss of property or where there was a loss of human life.
- 23.4.2 No post-accident test for alcohol will be given more than eight (8) hours after the accident. No post-accident test for controlled substances will be given more than thirty-two (32) hours after the accident.
- 23.4.3 Prior to driving or resuming duties after an accident which requires the driver to be tested, affected employees shall be given necessary post-accident information, procedures and instructions by the District.

#### 23.5 **RANDOM TESTING**

- 23.5.1 The annual percentage rate for random alcohol testing is 25% of the average number of affected employee positions. The annual rate for random controlled substance testing is 50% of the average number of affected employee positions. These rates, which are required by FHWA regulations, will

be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (See 49 C.F.R. Sec. 382.305, subd, (a).)

- 23.5.2 The pool of persons subject to random testing shall include all persons affected by the regulations, including persons not represented by CSEA, who fall within the guidelines established within this Article. Employees will not be recalled from approved leaves of absences for the purpose of alcohol or controlled substance testing.
- 23.5.3 The District may conduct random testing through a consortium with other employers. Employees subject to random testing shall be considered as part of the total "pool" of employees rather than individual employees of the District.
- 23.5.4 The selection of employees for random testing must be solely by chance utilizing a random number table of a computer-based random number (or equivalent) generator matched with social security numbers.
- 23.5.5 The dates for random tests shall be unannounced and spread reasonably throughout the year. Each person in the random pool must have equal chance of selection each time random selections are made, regardless of whether the person was previously tested that year.

#### 23.6 **TESTING PROCEDURES**

- 23.6.1 All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40.
- 23.6.2 The immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.
- 23.6.3 All testing shall be conducted in a private setting and, in the case of controlled substance testing, no direct observation of a driver's urination by a collection site person is permitted except for the reasons stated in Title 49 of the Code of Federal Regulation, Section 40.25, subdivision (e), and then only by a same gender collection site person who is not employed by the District.
- 23.6.4 Any tests that do not comply with the requirements of this section shall be treated as negative tests.

#### 23.7 **POSITIVE TESTS**

- 23.7.1 A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol per 210 liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.
- 23.7.2 A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques and must show one of the following:
- a. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
  - b. 150 ng/ml of cocaine metabolite;
  - c. 300 ng/ml of either morphine or codeine;
  - d. 25 ng/ml of Phencyclidine; or
  - e. 500 ng/ml of amphetamine or methamphetamine;

and, the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.

- 23.7.3 No positive test for controlled substances shall be reported to the District until after:
- a. The medical review officer has contacted the employee, within 72 hours of the employee's notification that the test was positive, and the employee has had the opportunity to request that the remainder of the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services; and
  - b. The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the employee.
- 23.7.4 If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the District as a negative test.
- 23.7.5 The medical review officer shall be a licensed physician with special training in substance abuse disorder, the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the District.
- 23.7.6 The cut-off levels that determine a positive test result are those required by FHWA regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 C.F.R. Section 40.29, subd, (f).)

23.8 **EFFECTS OF A POSITIVE TEST**

- 23.8.1 If the positive test is an alcohol test showing an alcohol concentration of 0.02 or greater, but less than 0.04, the employee will be placed on paid administrative leave for 24 hours or, at the option of the District, the employee may be assigned to duties that are not safety-sensitive for the same time period. The employee shall return to regular duty at the end of the 24 hours period. The District shall take no other action against the employee based solely on the test.
- 23.8.2 For all other positive tests, the employee shall be evaluated by a substance abuse professional who shall determine what assistance, if any, is needed to resolve the alcohol or controlled substance problems. The employee shall not be returned to any safety-sensitive duties until the employee passes a return-to-duty test with an alcohol concentration of less than 0.02 or, in the case of a positive test for controlled substances, until a return-to-duty test indicates a verified negative result for controlled substance use.
- 23.8.3 If it is determined that a rehabilitation program is needed, available leave due the employee may be utilized for the purposes of rehabilitation.
- 23.8.4 Employees returning to duty after rehabilitation shall be subject to unannounced follow-up testing of at least six (6) tests in the first 12 months of return to duty.
- 23.8.5 Employees may be subject to disciplinary action if:
- a. Employee tests positive during the initial probation period;
  - b. Employee refuses to submit to a test authorized by this Article;
  - c. Employee fails to complete a rehabilitation recommended by the substance abuse

- professional; or
- d. Employee test positive again within 12 months of a return to duty.

23.9 **MISCELLANEOUS**

- 23.9.1 Employees will receive their regular pay for time required to take tests specified in this Article. The District will pay for these tests.
- 23.9.2 All test results shall be treated as confidential medical records.
- 23.9.3 Employees subject to these procedures shall receive orientation and training on alcohol misuse and controlled substance use. In addition, designated CSEA job stewards shall receive the same training provided to supervisors for reasonable suspicion determination.

**ARTICLE XXIV DISCIPLINARY PROCEDURE**

24.1 Definition:

- 24.1.1 Disciplinary action, as used in this Article, includes, but is not limited to, dismissal, demotion, suspension, any involuntary loss of compensation, or temporary reduction in hours or reassignment without the permanent employee's voluntary consent. This Article shall not limit the District's right to evaluate, or reprimand orally or in writing, or to counsel employees; nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this Article subject to appeal procedures below.
- 24.1.2 Bargaining unit employees with permanent status shall be subject to disciplinary action only for just cause. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

24.2 Progressive Discipline

- 24.2.1 The District shall impose discipline on a progressive basis subject to the provisions in this Article. The employee may submit a response or rebuttal to the oral warning, and written reprimand or warning, which will be retained in the record along with the reprimand.
- 24.2.2 Notwithstanding the provisions of this Article, the District may, bypass progressive discipline when the employee's misconduct is of such a serious nature as to warrant it.

24.3 Causes for Discipline of a Permanent Employee

The District may discipline permanent employees for just cause, according to the following provisions:

- 24.3.1 Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms or any other district records.
- 24.3.2 Incompetence or inefficiency in performance of the duties of his/her position.
- 24.3.3 Absence without leave, repeated tardiness, excessive absenteeism, including abuse of illness or other

leave provisions.

24.3.4 Commission of an act involving moral turpitude.

24.3.5 Conviction of a felony, conviction of any sex or substance abuse offense made relevant by provisions of the Education Code or any other applicable laws. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this action.

24.3.6 Insubordination.

24.3.7 Possession or consumption of any controlled substance while on duty or in such close time proximity thereto as to cause any detrimental effect upon pupils, upon the employee or upon employees associated with him/her.

24.3.8 Knowingly providing verbal or written confidential information to an unauthorized person or persons.

24.3.9 Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.

24.3.10 Unauthorized use, or misuse, of District supplies, materials, facilities, equipment or other property.

24.3.11 Willful or persistent violation of the Education Code or District rules, policies or procedures. This shall also include Violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education or by an appropriate state or governmental agency.

24.3.12 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.

24.3.13 Discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.

24.3.14 Physical or mental disability, which disability precludes the employee for the proper performance of his/her duties and responsibilities as determined by a competent medical authority, except as otherwise provided by contract or by law regulation retirement of employees.

24.3.15 Any cause set forth in the California Education Code which mandates discipline or dismissal.

24.4 Procedure for Imposing Disciplinary Action on an Employee

24.4.1 Written Notice

Prior to the imposition of disciplinary action, the District shall give written notice to the employee. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the employee by certified mail, return-receipt requested, at least five work days prior to the date when the disciplinary action is proposed to be effected.

The contents of the written notice will include, but need not be limited to, the following:



24.4.1.1 A statement in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based.

24.4.1.2 A statement of the cause, or causes, for the action taken;

24.4.1.3 If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;

24.4.1.4 A statement of the discipline proposed, including beginning and ending date(s) if appropriate;

24.4.1.5 A statement that the employee may file a request directly with the Superintendent or his/her designee for a hearing before the Governing Board.

24.5 Skelly Meeting: A Skelly Meeting will be held prior to the imposition of any form of discipline as defined in 25.1. The Skelly Officer will be an administrator designated by the Superintendent/Designee who does not have knowledge of any of the facts that have led to the proposed discipline. At the Skelly Meeting, the bargaining unit member may be represented by a union representative. During the hearing the employee may provide additional evidence and or testimony that might exonerate them from the proposed discipline. The Skelly Officer may recommend to uphold, amend, or dismiss the proposed discipline.

24.5.1 To dispute the proposed charges or the proposed penalty, the employee must file a request for hearing with the District Personnel Office within five work days, either personally or by certified mail, return-receipt requested.

If the employee does not respond to 25.5.1 above, the District will impose the discipline as noticed.

#### 24.6 Immediate Suspension

Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately suspended with pay upon verbal or written notification pending a hearing.

#### 24.7 Association Representation

The employee may represent himself/herself and/or may request the presence of an Association representative at any meeting scheduled by administrator where disciplinary action is the subject of investigative questioning.

#### 24.8 Hearing

24.8.1 If the employee served with a recommendation for disciplinary action files a timely request for hearing, the Governing Board may conduct the hearing or may enlist a hearing officer to hear the case and prepare a proposed decision.

## **ARTICLE XXV DURATION**

- 25.1 This Agreement shall be in effect as of the date of ratification and shall continue in effect until midnight June 30, 2021.
- 25.2 REOPENERS: The parties may reopen the contract for negotiations in 2019-2020, and 2020-2021, for Article VII Pay and Allowances and Article IX Health and Welfare Benefits, and Two (2) articles of either parties' choice. In 2021 a new successor contract will be negotiated.

For CSEA	<u>Theresa R. Cyprien</u>	Date	<u>11/13/17</u>
For CSEA	<u>Chana T. Gonsouls</u>	Date	<u>11/13/17</u>
For CSEA	<u>Ethel Allen</u>	Date	<u>11/13/17</u>
For CSEA	<u>Kyle Hawey</u>	Date	<u>11/13/17</u>
For District	<u>David V. [Signature]</u>	Date	<u>11/13/17</u>
For District	<u>[Signature]</u>	Date	<u>11/13/17</u>

**APPENDIX A-1**

**AMADOR COUNTY UNIFIED SCHOOL DISTRICT  
2019/2020 CLASSIFIED SALARY SCHEDULE**  
Salary Increase Effective January 1, 2020  
Insurance Cap \$10,050 effective July 1, 2017  
Board Approved: December 11, 2019

Range	Step				
	I	II	III	IV	V
7	13.00	13.00	13.42	14.11	14.81
8	13.00	13.08	13.73	14.45	15.17
9	13.00	13.42	14.11	14.81	15.56
10	13.08	13.73	14.45	15.17	15.94
11	13.42	14.11	14.81	15.56	16.35
12	13.73	14.45	15.17	15.94	16.76
13	14.11	14.81	15.56	16.35	17.16
14	14.45	15.17	15.94	16.76	17.61
15	14.81	15.56	16.35	17.16	18.05
16	15.17	15.94	16.76	17.61	18.49
17	15.56	16.35	17.16	18.05	18.93
18	15.94	16.76	17.61	18.49	19.41
19	16.35	17.16	18.05	18.93	19.90
20	16.76	17.61	18.49	19.41	20.42
21	17.16	18.05	18.93	19.90	20.92
22	17.61	18.49	19.41	20.42	21.44
23	18.05	18.93	19.90	20.92	21.98
24	18.49	19.41	20.42	21.44	22.52
25	18.93	19.90	20.92	21.98	23.09
26	19.41	20.42	21.44	22.52	23.64
27	19.90	20.92	21.98	23.09	24.27
28	20.42	21.44	22.52	23.64	24.86
29	20.92	21.98	23.09	24.27	25.50
30	21.44	22.52	23.64	24.86	26.12

Anniversary Increment (Added to Annual Step V)				
Years	10th year	15th year	20th year	25th year
Work Day				
Less than 4 hours	189	378	567	756
4 to 5.99 hours	317	634	955	1,274
6 to 8 hours	509	1,018	1,528	2,037

1. Anniversary Increment to be computed from July 1st after the date of hire in classified service.
2. Placement will be made based on work day schedule at time of qualification for Anniversary Increment.

Vacation Schedule	
Upon completion of:	Entitled Days Vacation
1-4 years of service	10
5-10 years of service	15
11-19 years of service	20
20 or more years of service	25

**APPENDIX A-2**

<b>POSITION</b>	<b>APPENDIX B</b>	<b>RANGE</b>
<b><u>Clerical Class</u></b>		
Account Clerk.....		12
Accountant.....		27
Administrative Assistant I.....		19
Administrative Assistant II.....		20
Administrative Assistant III.....		22
Career Center Technician/ROP Secretary.....		19
Intermediate Account Clerk.....		21
Computer Technician.....		20
Network Technician.....		30
Library Clerk.....		8
Library-Media Clerk.....		16
Secondary Secretary - Registrar.....		16
Senior Account Clerk.....		23
Senior Office Clerk.....		15
School Office Clerk.....		12
School Secretary.....		16
Substitute/Media Specialist.....		15
Department Secretary.....		17
<b><u>Instructional Assistant Class</u></b>		
Bilingual Instructional Assistant.....		18
Campus Supervisor.....		14
Child Care Provider Adult Education.....		15
English Learner Home-School Liaison, Bilingual.....		22
Itinerant Health Services Assistant.....		19
Home/School Liaison.....		22
Instructional Assistant SPED.....		12
Behavioral Intervention Paraprofessional SPED.....		17
Recess Lunch Duty Aide.....		9
School/Community Worker.....		30
TK/K Instructional Assistant.....		10
Childcare Provider Adult Education.....		15
<b><u>Maintenance Class</u></b>		
Night Custodian.....		15
Grounds Equipment Operator.....		18
Grounds Maintenance Worker.....		20
Lead Custodian.....		18
Lead Maintenance Worker I.....		19
Maintenance Worker I.....		16
Maintenance Worker II.....		23
Maintenance Worker III.....		28
Maintenance Worker IV.....		30
Warehouseman.....		18
<b><u>Food Service Class</u></b>		
Cook Baker.....		12
Cook Manager.....		18
Food Service Warehouseman.....		18
Food Service Office Technician.....		22
Food Service Worker I.....		7
Food Service Worker II.....		9
Food Service Worker III.....		10
<b><u>Transportation Class</u></b>		
Automotive Service Worker.....		16
Bus Driver.....		23
Bus Driver Trainer.....		25
Designated Behind the Wheel Bus Driver Trainer.....		21
Dispatcher.....		23
Equipment Mechanic.....		26
Lead Driver.....		30

Lead Mechanic..... 30

**APPENDIX C**

**HOLIDAY SCHEDULE**

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Day
4. Presidents' Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Eve Day (in lieu of Floating Holiday [Admissions Day])
12. Christmas Day
13. New Year's Eve Day

**APPENDIX D**

**AMADOR CO. OFFICE OF EDUCATION  
2017/2018 CLASSIFIED SALARY SCHEDULE**  
3% Salary Increase effective January 1, 2018  
\$500 Insurance Cap Increase to \$10,050 effective July 1, 2017  
Board Approved: December 13, 2017

Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	9.28	9.73	10.22	10.75	11.29
2	9.40	9.90	10.38	10.90	11.43
3	9.55	10.02	10.53	11.06	11.62
4	9.69	10.19	10.70	11.25	11.80
5	9.86	10.36	10.83	11.39	11.99
6	9.98	10.50	11.03	11.58	12.15
7	10.14	10.66	11.21	11.74	12.32
8	10.30	10.79	11.34	11.91	12.51
9	10.45	10.97	11.51	12.09	12.73
10	10.63	11.17	11.68	12.27	12.91
11	10.76	11.31	11.88	12.48	13.08
12	10.94	11.46	12.06	12.64	13.29
13	11.07	11.64	12.22	12.83	13.48
14	11.27	11.85	12.42	13.04	13.68
15	11.42	12.03	12.61	13.21	13.89
16	11.61	12.17	12.78	13.43	14.12
17	11.77	12.34	12.98	13.63	14.30
18	11.96	12.56	13.16	13.85	14.52
19	12.13	12.75	13.40	14.03	14.74
20	12.30	12.93	13.59	14.26	14.98
21	12.50	13.13	13.76	14.46	15.17
22	12.69	13.32	13.98	14.69	15.43
23	12.86	13.51	14.20	14.91	15.64
24	13.06	13.70	14.40	15.11	15.88
25	13.28	13.94	14.62	15.37	16.13
26	13.47	14.14	14.84	15.59	16.36
27	13.67	14.36	15.05	15.82	16.59
28	13.87	14.56	15.30	16.05	16.87
29	14.10	14.80	15.53	16.32	17.12
30	14.28	15.01	15.77	16.52	17.36
31	14.51	15.22	16.00	16.79	17.63
32	14.73	15.47	16.25	17.05	17.89
33	14.96	15.69	16.46	17.28	18.16
34	15.16	15.91	16.73	17.56	18.45
35	15.39	16.17	16.97	17.83	18.73
36	15.61	16.41	17.22	18.12	18.99
37	15.85	16.68	17.49	18.36	19.27
38	16.10	16.90	17.76	18.64	19.57
39	16.34	17.15	18.00	18.91	19.86
40	16.54	17.40	18.26	19.21	20.12
41	16.81	17.67	18.55	19.48	20.48
42	17.09	17.92	18.83	19.80	20.73
43	17.33	18.20	19.13	20.06	21.09
44	17.61	18.48	19.39	20.35	21.40
45	17.87	18.76	19.70	20.66	21.72
46	18.15	19.03	20.01	20.98	22.03
47	18.43	19.32	20.29	21.32	22.38
48	18.67	19.61	20.60	21.63	22.71
49	18.94	19.89	20.91	21.96	23.05
50	19.24	20.21	21.22	22.29	23.41

Vision plan for employee and dependents as mutually agreed.

Medical plan for employee and dependents as agreed.

Dental plan for employee and dependents as agreed.



**APPENDIX E**

**Grievance Forms**

**LEVEL I**

Level I - Informal verbal discussion with supervisor - No paperwork.

**LEVEL II**

Name of Grievant: \_\_\_\_\_

Position: \_\_\_\_\_

Contract Provision (s) alleged to be violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

State in detail the facts of the alleged violation including times and places and description of the particular incidents and names of person (s) involved. (Use a separate sheet, if necessary.)

Request for settlement or corrective action desired:

Has the grievance been discussed with the site administrators or supervisor at the informal level?

\_\_\_\_\_  
Name of Site Administrator/Supervisor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grievant's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant's Representative Signature (optional)

\_\_\_\_\_  
Date

DECISION:

Reasons for the decision. (Use Separate Sheet, if necessary)

Signature of Administrator: \_\_\_\_\_

School: \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL III**

Name of Grievant: \_\_\_\_\_

Position: \_\_\_\_\_

School: \_\_\_\_\_

To: Superintendent  
Amador County Unified School District  
217 Rex Avenue  
Jackson, CA 95642

I wish to appeal the grievance decision at Level II rendered by:

\_\_\_\_\_  
Name of Administrator

\_\_\_\_\_  
Title

on \_\_\_\_\_. This grievance is therefore appealed to Level III.  
Date

Reason for this appeal:

Signature of Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL III DECISION:**

Reasons for decision (use separate sheet, if necessary):

Signature of Superintendent: \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL IV**

Name of Grievant: \_\_\_\_\_

Position: \_\_\_\_\_ School: \_\_\_\_\_

TO: Amador County Unified School District

CSEA wishes to appeal the grievance filed by \_\_\_\_\_  
Name of Grievant

on \_\_\_\_\_ (date) to Advisory Arbitration. We submit the following due to the following reasons:

and request the following remedy:

Signature of the Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Authorized CSEA Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LEVEL IV DECISION**

Advisory Arbitrators Decision:

Date Decision Received: \_\_\_\_\_

**LEVEL V**

Name of Grievant: \_\_\_\_\_

Position: \_\_\_\_\_ School: \_\_\_\_\_

TO: Board of Trustees  
Amador County Unified School District

I wish to appeal the grievance decision at Level IV rendered by Arbitrator \_\_\_\_\_  
on \_\_\_\_\_ (date). Copies of the grievance and decision at the various levels are attached  
for your review.

Reasons for this appeal:

Signature of the Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Authorized CSEA Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Decision of the Board of Trustees:

Reasons for decision: (use separate sheet, if necessary):

Signature of Board President: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX F**

Amador County Office of Education/Amador County Unified School  
**Classified Employee Evaluation**

Employee Name: \_\_\_\_\_ Classification: \_\_\_\_\_

Location/Department \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

Probationary:  60 working days  100 working days

Permanent:  Annual Next evaluation due \_\_\_\_\_

INSTRUCTIONS: Check each factor in the appropriate column that most nearly describes the employee's performance over the period covered by this evaluation. Performance factors: 1. Performance deficient and requires immediate improvement, 2. Improvement needed for performance to meet expected standards, 3. Performance meets expected standards, 4. Performance exceeded expected standards.

<b>PERFORMANCE FACTORS</b>	1	2	3	4	Comments required for each category. Attach additional sheets if necessary. Separate sheets attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>1. QUALITY/QUANTITY OF WORK</b>					
A. Timeliness/Efficiency					
B. Accuracy/Thoroughness					
C. Organizational Skills					
D. Knowledge of Work					
E. Productivity/Quantity of Work					
<b>2. WORK HABITS</b>					
A. Practices Safe Work Procedures					
B. Follows Policies and Procedures					
C. Uses Good Judgment					
D. Displays Initiative and Adaptability					
E. Cooperates with Fellow Workers/ Students/Public					
F. Maintains/Cares for Eqpt/Materials					
G. Dresses Appropriately for Position					
H. Accepts Direction					
I. Works Independently/Without Immediate Supervision					
<b>3. PUNCTUALITY/ATTENDANCE</b>					
A. Reports Absences with Sufficient Notice					
B. Reports to Work/From Breaks on Time					

**OVERALL RATING:**

\_\_\_\_\_

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

I understand my signature does not mean I agree with the conclusions of the evaluator. I can prepare a written response for my personnel file. The review process has been explained to me and I **do/do not** desire a review.

Signature of Employee \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX G**  
**CLASSIFIED EMPLOYEES**  
**ADVANCED APPROVAL FOR PROFESSIONAL GROWTH**  
**OR COLLEGE/UNIVERSITY UNITS:**

Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_

Site: \_\_\_\_\_  
 Date: \_\_\_\_\_

All college courses submitted for credit under the salary schedule shall be subject to one of the following requirements.

1. \_\_\_\_\_ Present or future assignment.
2. \_\_\_\_\_ Professional education course related to a classified position and that will grow the employee in his/her assignment.
3. \_\_\_\_\_ To aid or prepare the employee for present or assigned future extra-curricular activities. (requires signature of Principal)  
 Principal's Approval: \_\_\_\_\_
4. \_\_\_\_\_ A repeat of a previous course which directly relates to a classified assignment. (requires signature of Principal)  
 Principal's Approval: \_\_\_\_\_

Title and Description	No. of Credits	Institution Name	Date Completed

Approval to take course:

- Approved
- Not Approved

Director of Personnel Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Please note: *Only coursework that is pre-approved by the Director of Personnel and taken after the employee is hired will be counted. Credit will then only be given if a grade of "C" or better is received or a "Pass" in a pass/fail course. Please resubmit this pre-approved form when the course is completed along with your official transcript or verification of Professional Growth.*

- Official transcript or verification of Professional Growth have been received and approved for \_\_\_\_\_ semester units

Director of Personnel Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPENDIX H**

Memorandum of Understanding  
Between CSEA #239  
And Amador County Unified School District (ACUSD)

Whereas the intent of Section 13.1.8 of the 2006-2009 contract is not clear on its face;

*adm* Whereas ~~CSEA #239 and ACUSD mutually agree that it does not apply to all new or vacant positions;~~

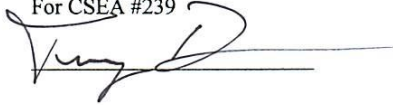
Whereas Section 13.1.8 has primarily been used when day shift fulltime maintenance I positions have opened up;

Whereas CSEA #239 and ACUSD mutually agree that the provision has been used appropriately by the Personnel Department;

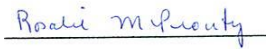
It is thereby resolved that until new language is negotiated to clarify the section that the ACUSD Personnel Department shall continue to apply the section based on its discretion without fear of formal grievance. In the event there is concern on the part of either party (CSEA #239 or ACUSD) as to what is appropriate with respect to a given job position, each party is empowered to contact the other and initiate conversation leading to mutual agreement on how to proceed. Neither party will unnecessarily lengthen the time leading to a resolution as that would not be in the best interest of the employees or the District.

Mutually agreed to on this date, April 22, 2008 by the undersigned.

For CSEA #239



For ACUSD



APPENDIX I

# Amador County Public Schools Maintenance Department Pre-approval Vacation Form

Request must be submitted ten (10) business days in advance.  
The District will respond to any employee vacation request within three (3) business days of receipt.

This form **must** be approved by all parties prior to taking your vacation days.

Date: \_\_\_\_\_

From: \_\_\_\_\_

Work Site: \_\_\_\_\_

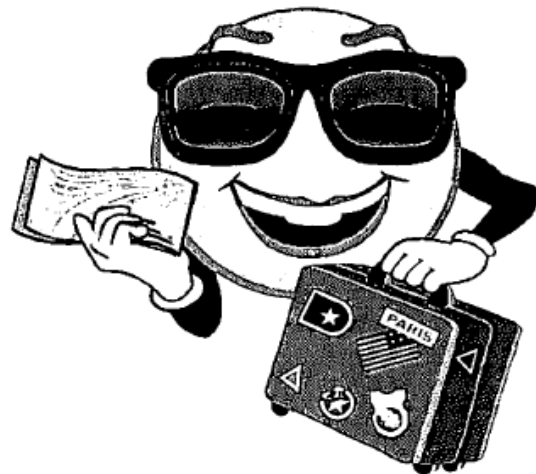
I would like to request time off from \_\_\_\_\_ through \_\_\_\_\_

Total # of days requested: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature Date

\_\_\_\_\_  
Site Administrator's Signature Date

\_\_\_\_\_  
Custodial Supervisor Date



After site administrator's signature fax this form to the maintenance office at 257-7785.