

# Articles of Agreement

between the

Amador County Office of Education

Richard F. Glock, Superintendent

and the

California School Employees Association  
(CSEA)

Amador County Chapter #827

July 1, 2009 – June 30, 2012

Updated June 2011

Amador County Office of Education Superintendent of Schools

Richard F. Glock..... Superintendent

California School Employees Association – Chapter #827

Debra Lasich..... President  
Terri Morean..... Vice-President  
Kelline Pearson..... Secretary  
Denise Lovegreen ..... Treasurer  
Sybil Griffith ..... CPRO

Negotiating Team

Carol Black.....CSEA Representative  
Debra Lasich..... Member  
Denise Lovegreen ..... Member  
Terri Morean..... Member  
Mariann Mikesell..... Member  
Sybil Griffith ..... Member

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**ARTICLE 1 ..... PREAMBLE**

This Contract, made and entered into the this eighth day of June 2011, by and between the Amador county Superintendent of Schools, whose address is 217 Rex Avenue, Jackson, California 85642, hereinafter referred to as the "Employer", and the California Schools Employees Association and its Amador county Office of Education Chapter #827, hereinafter referred to as "CSEA", constitutes a bilateral and binding contract between the parties.

This contract is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the California Government Code. This Contract shall be in full force and effect until June 30, 2012.

**RATIFICATION OF CONTRACT**

Revisions agreed to June 8, 2011

*Debra Lasich*

Debra Lasich, Amador County President  
CSEA Chapter #827

*Richard F. Glock*

Richard F. Glock, Superintendent  
Amador County Office of Education

*Terri Ann Mercein*  
*Spil L. Smith*  
*David B. Thompson*  
*Marrann B. McCall*  
*Cheryl*

**ARTICLE 2 ..... RECOGNITION**

- 2.1 As used in this Contract, the term employee or unit member shall refer to CSEA 827 members of the bargaining unit only.
- 2.2 Acknowledgment - The Employer recognizes CSEA as the exclusive representative for all persons holding positions described in Article 2.3 below.
  - 2.2.1 The scope of representation shall be all matters determined by applicable rule, regulation, or order issued by Public Employment Relations Board (PERB), any court of competent jurisdiction, and those terms and conditions defined in California Government Code Section 3543.2. The Employer may consult on any matter outside the scope of representation at its sole discretion.
  - 2.2.2 The Employer acknowledges its responsibility to notice CSEA of any issue that falls within the scope of mandatory subjects of bargaining which the Employer wishes to address. The Employer recognizes its obligation to negotiate such matters with CSEA prior to implementation.

The Employer agrees that it will not engage in negotiations with any other organization or individual member in matters upon which CSEA is the exclusive representative.

For the avoidance of doubt, nothing in this Section 2.2.2 shall prohibit or limit Employer from taking any action (for example, due to necessity or waiver) or communicating with employees (for example, providing factual communications) to the extent otherwise permitted by law, except the employer will provide in advance to the Chapter President a copy of any communication regarding any matter within the scope of representation to be disseminated to union members.
  - 2.2.3 Any new positions created by the Employer, except those that are lawfully certificated, management, confidential or supervisory will be called to the attention of CSEA. The Employer will afford CSEA all lawful rights in negotiation of the newly created position. In the event there is a dispute regarding the position(s), the Employer or CSEA may assert their respective rights to appeal for a ruling from the Public Employment Relations Board (PERB).
- 2.3 The specific job titles of CSEA members are listed in Exhibit I. Attachments are made hereto and incorporated by reference as part of this Agreement. All appropriate newly created positions of the Employer, except those that are lawfully certificated, management, confidential or supervisory, or positions assigned to CSEA Chapter 239, shall be assigned to CSEA Chapter 827.
- 2.4 CSEA recognizes the Employer as the duly elected representative of the people and agrees to negotiate only with the Employer's representatives officially designated by the Employer to act in its behalf. CSEA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Employer, any board member, administrator, nor other person not officially designated by the Employer as its representative.

**ARTICLE 3 ..... TERMS OF AGREEMENT**

- 3.1 The provisions of this contract constitute the full and complete commitment between the parties and shall be effective July 1, 2009, and shall remain in effect until June 30, 2012, except as provided below.
- 3.2 On or before May 1, 2011, each of the Employer and CSEA shall submit to the other no more than three (3) Articles of this Agreement that it wishes to negotiate for the 2011-2012 “reopener”. Nothing shall preclude the parties from mutually agreeing to modify other provisions of this Agreement.
- 3.3 To the extent that any agreement arrived at is reduced to writing and is embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

**ARTICLE 4 ..... ORGANIZATIONAL RIGHTS**

- 4.1 The Employer and CSEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.
- 4.2 Representatives of the bargaining unit shall have access to areas in which employees work for the purpose of representing the bargaining unit. This access shall take place during the employees lunch period, break, or any other non-work time. If the Employer schedules a meeting with a unit member, it will provide that unit member with up to 15 minutes of paid release time immediately prior to such meeting to meet with his or her CSEA representative, if requested by the employee or his or her CSEA representative.
- 4.3 Employees shall be permitted school bulletin boards, mailboxes, and other means of communication for the posting or transmission of information or notices concerning CSEA matters.
- 4.4 The Employer agrees to provide one (1) copy of the ACOE Board and Executive Council agendas, with supplements, to the CSEA Chapter President or other designee.
- 4.5 One (1) copy of the preliminary budget and one (1) copy of the adopted budget will be provided at the time such is being considered by the Board of Education.
- 4.6 One (1) copy will be provided, upon request, of any and all written reports submitted to any other governmental agency, which affects the classified service.
- 4.7 The CSEA Chapter President shall be supplied annually with one (1) copy of the seniority roster of employees. This request shall be subject to a written (4) four-week notification by CSEA.
- 4.8 The CSEA Chapter President or his or her designee shall be granted paid release time to attend the annual conference, provided the employee is in a paid status at the time of the conference.
  - 4.8.1 Employer shall provide paid release time for two delegates (one of whom may be the chapter president) plus registration fees, meals, lodging, tolls, parking and mileage, all in accordance with generally applicable Employer policy, to attend the annual Para Educator Conference following receipt of such documentation of such expenses as Employer may reasonably request.
- 4.9 Within thirty (30) days, but not longer than sixty (60) days, after the execution of this contract, the Employer shall provide a copy of this contract or additions to this contract to CSEA for each member of its bargaining unit. Distribution will be done by ACOE. Any new employee shall be provided with a copy of the contract by the Employer upon being hired.

- 4.10 CSEA shall have the right for paid release time for the CSEA Chapter President or designee to conduct CSEA business.
- 4.10.1 The ACOE Superintendent or designee 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 Employer or to process grievances. Following the Employer's payment of the unit member for the leave of absence, the Employer shall be reimbursed by CSEA for all compensation paid to the employee on account of the leave of absence within 10 days after its receipt by CSEA of the Employer's certification of payment of compensation to the employee.
- 4.11 The District shall notify the CSEA President of the date, time, and place of all job interviews to fill positions within the CSEA 827 bargaining unit.
- 4.11.1 The applicable site administrator shall notify the Executive Director of Personnel and/or his or her designee and the CSEA President of the name of a CSEA member from his or her site who will participate on the interview panel for any such position. The employer will notify the CSEA representative of the time, date and location of any such interview.

**ARTICLE 5 ..... DUES DEDUCTION**

5.1 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 County. The County 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 County.

5.2 Dues Deduction:

5.2.1 The County 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 County.

5.2.2 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 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.

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

5.2.4 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 County shall deduct service fees until such time as CSEA notifies the County that arrangements have been made for the payment of such fees.

5.3 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.

- 5.4 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 5.3 of this Agreement, or, in the alternative, such employee shall provide proof to the County 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.
- 5.5 Hold Harmless Clause: CSEA shall indemnify and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions contained herein.

**ARTICLE 6 ..... EVALUATION**

6.1 Probationary Employees

6.1.1 Newly hired employees shall serve 130 working day probationary period. Probationary employees under this provision shall be subject to release from employment at the discretion of the Superintendent. In no case shall a probationary employee be transferred or promoted over a regular permanent employee who meets the minimum qualifications of the position. Probationary employees may only be considered for transfer and/or promotion to another assignment along with outside candidates.

6.1.2 Promotion Probation

In the event of movement from one class to another, regular permanent employees shall serve a 130 working day probationary period. Promotional probationary employees under this provision may be reassigned to their prior class for unsatisfactory service. In the case of a permanent employee who moves from one class to another, promotional probationary employees under this provision shall be afforded all rights granted regular permanent employees.

6.2 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 County 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>) of May on each year.

Evaluation for all regular employees shall be obtained at specified intervals during the work year. The evaluations shall be reported to the Personnel Office on the appropriate form by the evaluator.

Evaluations for all probationary employees (including promotional probationary employees) shall be conducted at or about 60 days, 120 days and 150 days from their initial date of service or movement of class, as the case may be. Each such evaluation shall be submitted to the Employer's personnel office with 10 days of the evaluation date or the end of the relevant employee's probationary period, whichever is earlier.

The employee shall sign, review and discuss the evaluation form with the evaluator in accordance with 6.3 before it is submitted to the Personnel Office. Signature of the employee need not indicate agreement.

The term "evaluator" as used in this Article refers to the employee's Program Specialist, immediate supervisor and/or site administrator. Teachers may not be evaluators, but information provided by teachers may be included in evaluations.

### 6.3 Rating

Each evaluation report should be a review of the employee's performance during each designated school year and should be based upon job-related criteria.

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. The employee has the right to review and respond to any derogatory evaluation.

### 6.4 Review

Any employee who had reason to question any aspect of the evaluation has the right to request a review of the evaluation by the appropriate Director. Further appeal may be made to the Employer.

### 6.5 Derogatory Statements

Any employee will have the opportunity to review and discuss any derogatory statement to be placed in the employee's file. The employee may respond in writing to any derogatory statement, which is to be placed in employee's file.

The employee's review shall take place during normal business hours and the employee shall be released from duties for this purpose without salary reduction.

### 6.6 Review of Personnel File

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 service to the County. 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.

**ARTICLE 7 ..... HOURS AND OVERTIME**

**7.0 Substitute Work**

- 7.0.1 Employees may substitute for other employees at the same work site and in the same classification outside of their normal work hours. For the avoidance of doubt, no employees shall serve as a substitute under this provision during his or her normally scheduled work hours.
- 7.0.2 Employees must notify the Personnel Department before serving as substitutes pursuant to this provision. The Employer may reject any proposed substituting arrangement based upon the qualifications or past performance of the substitute employee or student or program need.
- 7.0.3 Employees who serve as substitutes pursuant to this provision shall not have any right to remain employed or to be reemployed in the position or for the additional hours served as a substitute pursuant to this provision except to the extent required by law.
- 7.0.4 This provision shall not apply to employees of the Transportation Department.

7.1 The Workweek of the classified employee shall consist of five (5) consecutive workdays (Monday through Friday) for those employees having an available workday of four (4) hours or more during the workweek.

7.2 The length of the workday or workweek shall be designated by the Employer for each classified position, except shift times shall not be altered by more than fifteen (15) minutes without the Association's agreement except in the case of emergency or as otherwise permitted by law.

With the exception of Transportation, each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours which shall not be less than those hours worked in the previous school year, unless such a reduction is negotiated with CSEA.

Once driver assignments have been finalized, they shall remain in effect until the end of the current school year or the necessity for rebidding arises.

**7.3 Lunch Period**

All employees covered by the Agreement shall be entitled to an unpaid duty-free lunch break of no less than thirty (30) minutes after completing four (4) hours of duty. Employees may leave the premises during their lunch period; provided that, for the avoidance of doubt, employees shall not be entitled to extend their lunch period to provide them with travel time to or from their worksite except with Employer's express prior consent. Any employees who leave the premises during lunch time must provide notice to their site's administration in accordance with generally applicable Employer or site policy. The lunch period is to be scheduled at or as near the midpoint of the work shift as is possible.

#### 7.4 Rest Period

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

Rest periods shall be paid at the pay rate of the employee. Employer will use reasonable efforts to schedule rest periods and lunch periods so as to divide the work day as equally as possible.

#### 7.5 Adjustment of Assigned Time

Any employee who is directed to work in excess of the employee's regular assignment for a period of twenty (20) consecutive working days or more (excluding any days worked pursuant to Section 7.0, above) shall have the regular assignment adjusted upward to reflect the longer hours.

Any request for employees to work additional hours must be approved by the Director or site administrator prior to the additional time being worked, except in an emergency situation which could adversely affect the safety of students.

7.5.1 It is understood that the ACOE shall utilize the current work force to the maximum extent possible. Para Educator positions of less than 2 hours per day may be contracted with County only if no ACOE employee is available for the position or the hours cannot be added to an ACOE employee's assignment.

#### 7.6 Overtime

Overtime is defined to include any time worked in excess of eight (8) hours per day or forty (40) hours in any workweek. All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1 ½) regular rate of pay of the employee.

7.6.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the appropriate rate of pay per Education Code Section 45131.

7.6.2 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked in a paid status by the employee.

7.7 Employees shall have the right to reject any offer of overtime, providing it is not an emergency situation as determined by the County Superintendent or designee.

7.7.1 Field trips and overtime opportunities shall be posted in the staff lounge.

7.7.2 Field Trips (Drivers). Field trips shall be distributed on a Field Trip Seniority Rotation basis. Rejected field trips will rotate the employee to the bottom of the list. "Field Trip Seniority Rotation" includes all Transportation department employees of the Superintendent ordered by seniority, with the employee at the top of the list being the one offered the next available field trip and any employee who has been offered a field trip (regardless of whether or not such employee accepts such an offer) being moved to the bottom of the list. For the avoidance of doubt, an employee shall not move to the top of the Field Trip Seniority Rotation until the Field Trip Seniority Rotation has been exhausted and the Field Trip Seniority Rotation shall not "reset" after 24 hours or any other time period.

7.7.3 Field Trips (Aides).

Aides assigned to their respective class shall be given the first opportunity to accompany the class on field trips.

Should an aide not desire to participate in such an activity, he/she shall be able to decline the assignment. Then the opportunity to accompany such a class on field trip shall be made available to interested aides in other assignments. Interest shall be determined by a notice, which had been distributed and completed at the beginning of the year. Decision shall be made based on seniority according to class designation and site location of those aides indicating interest on the survey.

An employee assigned to extra-curricular bus trips will be given as much advance notice as is possible.

7.7.4 Employees may not volunteer their services for extra duty or field trips. Aides/drivers participating in overnight field trips shall be compensated for time worked beyond their regularly scheduled workday according to the Fair Labor Standards Act.

Para Educators - Science Camp Exclusion:

Para Educators who accompany classes to science camp will be compensated for time worked up to a maximum of ten (10) hours per day. (Eight (8) hours at straight time and two (2) hours of overtime).

7.7.5. All extra time and miscellaneous work in the Transportation Department shall be assigned as follows:

7.7.5.1. First, to qualified employees of the Superintendent 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 Superintendent meets these requirements, then the assignment shall be made based upon the Superintendent Seniority Rotation (defined below). For the purposes of the assignment of extra time and miscellaneous work in the Transportation Department pursuant to this

Section 7.7.5. 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.

- 7.7.5.2 If no qualified employee of the Superintendent working in the Applicable Classification meets requirements of paragraph 7.7.5.1, then, second, to qualified employees of the Superintendent working in the Applicable Class, 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 Superintendent meets these requirements, then the assignment shall be made based upon the Superintendent Seniority Rotation. For the purposes of the assignment of extra time and miscellaneous work in the Transportation Department pursuant to this Section 7.7.5. only, and not for the purpose of interpreting any other provision of this agreement, “Applicable Class” means the class within which the Applicable Classification is included.
- 7.7.5.2. If no qualified employee of the Superintendent meets the requirements of paragraph 7.7.5.1. or 7.7.5.2., then, third, to qualified District employees, provided that such assignment (i) would not result in overtime and (ii) is feasible and cost efficient. If more than one qualified District employee meets these requirements, then the assignment shall be made based upon the District Seniority Rotation.
- 7.7.5.3. If no qualified employee of the Superintendent meets the requirements of paragraphs 7.7.5.1. or 7.7.5.2. and no qualified District employee meets the requirements of paragraph 7.7.5.3., then, fourth, to a qualified substitute employee.
- 7.7.5.4. If no employee of the Superintendent meets the requirements of paragraphs 7.7.5.1. or 7.7.5.2. and no qualified District employee meets the requirements of paragraph 7.7.5.3. and no qualified substitute meets the requirements of paragraph 7.7.5.4., then, fifth, to an employee of the Superintendent working in the Applicable Classification for whom the assignment would result in overtime, provided that such assignment is feasible and cost efficient. If more than one such qualified employee of the Superintendent meets these requirements, then the assignment shall be made based upon the Superintendent Seniority Rotation.

7.7.5.5. The “Seniority Rotation” includes all Transportation department employees of the Superintendent or District 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. 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.

#### 7.8 Compensatory Time Off

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. An employee shall have the option of compensatory time off in lieu of cash compensation for overtime work. 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.

#### 7.9 Call Back-Call In Time

Any employee called back to work, whether before or after normal working hours or on a day not scheduled to work, shall receive not less than two (2) hours of pay at the applicable rate.

#### 7.10 Route Bidding

Bus/Car/Van Route – is defined as a regular home to school and school to home trip in a car or van.

Once routes have been finalized, they shall remain in effect until the end of the current school year or the necessity for rebidding arises for the end of the school year, including any necessity for rebidding that may arise as a result of changes to the specifics of bus routes in accordance with Section 7.10.2, below.

Daily bus routes shall be assigned to employees on the basis of bidding process, based on length of service within the job classification that they are bidding on, driving skills, and skills working with handicapped children. If all of the above factors are equal, the length of service within classification shall be the determining factor. If the length of service of two employees is equal, the determination on who is the senior employee for bidding as per 7.10 will be made by the employees drawing lot.

Bidding of scheduled routes will be done after route hours have been finalized. If the person is unable to participate they may designate, in writing, their desired route, and the employee may designate, in writing, another employee to bid for them.

7.10.1 Vehicles are assigned to the runs whereas the routes are assigned to the employee.

7.10.2 Route Bidding Procedure

- a) Routes will be bid by regular drivers according to seniority hire date.
- b) General route information for bidding will include:
  - 1. schools serviced & student addresses;
  - 2. approximate average daily route time to include fueling/cleaning of vehicle;
  - 3. number of wheelchair/walk-ons;
  - 4. the necessity of an attendant; and
  - 5. projected program year of route including yearly school calendar.

The above information is subject to change throughout the year, based on routing needs.

- c) Drivers will receive route information for annual bid at least three (3) days prior to the bidding process.
- d) Bidding will take place in the Transportation facility during the week of in-service prior to the start of the new school year. The CSEA Chapter President or designee shall be present at the bidding process.

The Employer may initiate rebidding for routes if the specifics of those routes change materially (including, without limitation, changes in student population or location).

- e) Each driver will have five (5) minutes for route selection.
- f) Once accepted, drivers will retain the route selected until they select a new route or existing route, which becomes available, or until the next annual bidding takes place.
- g) The current practice of ACOE driver involvement in bid development will be maintained.

7.10.3 Substituting a Route:

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

Substitute drivers shall not drive extra curricular bus trips or undertake extra work unless there are not special education drivers.

7.10.4 Bus Driver Certificate:

The County agrees to pay the California School Bus Driver Certificate renewal fee once every four (4) years for regular County drivers.

7.11 Summer Work—

When work normally and customarily performed by the Special Ed employees is available to be performed at times other than during the regular August-June academic year, the work shall be offered to Special Ed employees in the appropriate classification(s), as provided in this section.

- 7.12 Assignment of aides for the Extended School Year Program (i.e. summer school) shall be made on the basis of experience and program needs. If additional positions are available and should two employees within the Special Ed program apply and these employees cannot be adequately differentiated based on qualifications, experience and/or program needs so as to permit one employee to be selected pursuant to the immediately preceding sentence, then seniority shall be the determining factor for these positions.

Assignment of drivers for the Extended School Year Program (i.e. summer school) shall be made on the basis of seniority within Special Ed.

- 7.13 An employee who accepts a summer assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, not less than the compensation and benefits applicable to that classification during the regular academic year. No employee shall be required to accept a summer assignment that is not so regularly assigned. In the event no permanent or probationary employees are interested in accepting summer assignment, substitute employees shall be used.

- 7.14 All hours assigned to an employee for a summer assignment shall be considered hours in a paid status for the purposes of this contract.

7.15 Duty Days

7.15.1 Employees who are contracted for 180-199 service days, excluding holidays and vacation days, per year are considered ten-month employees. For the 2010-2011 and 2011-2012 school years only, employees who are contracted for 175 service days, excluding holidays and vacation days, per year are also considered ten-month employees.

7.15.2 Employees who are contracted for 200-219 service days, excluding holidays and vacation days, per year are considered eleven-month employees.

7.15.3 Employees who are contracted for 220 or more service days, excluding holidays and vacation days, per year are considered twelve-month employees.

## 7.16 Calendar

The Association has a strong preference that the following be included in the Amador County Public Schools calendar:

- One week break at the end of the first quarter
- Holiday travel day on non-student contact days
- Two week “winter break”
- One week break end of third quarter
- Good Friday and Monday after Easter off days

Except as otherwise agreed to by the Association during the calendar development process, the following days shall be non-work or holidays:

- Labor Day – First Monday in September
- Veteran’s Day – November 11<sup>th</sup>
- Thanksgiving Day – Thursday in November as designated
- Friday after Thanksgiving
- Christmas Eve – December 24<sup>th</sup>
- Christmas Day – December 25<sup>th</sup>
- New Year’s Eve Day – December 31<sup>st</sup>
- New Year’s Day – January 1<sup>st</sup>
- Martin Luther King Day – Third Monday in January
- Lincoln’s Birthday – Monday of the week in which February 12<sup>th</sup> occurs
- President’s Day – Third Monday in February 28, 2011
- Memorial Day – Last Monday in May
- Independence Day – July 4<sup>th</sup> (summer school)

When a holiday falls on a Sunday, it shall be observed the following Monday. If a holiday falls on a Saturday, it shall be observed the preceding Friday.

Para Educators are contracted for no less than all student contact days and one pre-service day. The Amador County Public Schools calendar will be noted with the pre-service day, which for the 2011-2012 school year shall be on August 12, 2011.

**ARTICLE 8 ..... TRANSFERS AND VACANCIES**

**8.1 Definitions**

8.1.1 “Vacancy” is an unfilled or newly created position.

8.1.1.1 Positions are not considered vacant when the employee assigned to the position is absent on leave. Such openings shall be filled by a substitute without a vacancy announcement being sent to current employees as defined in 8.2.

8.1.3 “Transfer” is movement of an employee from one school site to another school site which does not involve a change in classification, job title, or change in the rate of compensation.

8.1.4 “School site” is the location where the employee is normally assigned and performs duties, or the location from which duties are performed.

8.1.5 “Voluntary transfer” is transfer initiated by the employee, by filing a written notice with the Personnel Office.

8.1.5.1 Voluntary transfers involving vacancies shall be conducted as defined in 8.2.

8.1.6. “Qualified” is intended to mean that the employee is able to perform all of the terms, conditions, and hours of the position.

8.1.7 “Involuntary transfer” is one initiated by the Employer.

8.1.7.1 A vacancy to which an employee is being involuntarily transferred shall not be advertised as a vacancy open for voluntary transfer.

**8.2 Transfer Procedures**

8.2.1 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 County 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.

8.2.1.1 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.

- 8.2.2 The decision regarding the transfer of unit personnel is solely the responsibility of the County, except as provided in this Article.
- 8.2.3 When a new position is created or an existing position becomes vacant, the County shall first offer an opportunity to transfer to bargaining unit employees who qualify for the position within the County. The Employer has the right to determine qualifications in its sole discretion. Opportunities for transfer shall be posted for at least five (5) 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 County seniority shall receive the position.
- 8.2.4 Posting of Notice – Notice of job vacancies shall be posted on bulletin boards located at job sites. The vacancy notice shall remain for a period of five working days during which time employees may apply for the vacancy.
- 8.2.5 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.
- 8.2.6 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.
- 8.2.7 A unit member may not apply for transfer under the provisions of this Agreement until permanency in the current classification has been achieved.
- 8.2.8 County seniority for the purposes of Article 8 will include all accrued seniority in current and prior classifications.
- 8.2.9 The Employer will provide reasonable prior notice of and the opportunity to comment upon transfers to the CSEA President. At the president's request, the parties will meet and confer on the transfer. However, in the event that a legitimate emergency transfer is necessary, the Employer may temporarily transfer an employee for up to twenty workdays.
- 8.2.10 No involuntary transfer will result in the reduction in hours, pay and/or health and welfare benefits to an employee.

### 8.3 Medically Fragile Care Exchange Program

- 8.3.1 Employees who are classified as a Medically Fragile Aide shall be compensated as Medically Fragile Aide/Health Aide, Range 33 of the salary schedule.

8.3.2 The County Office will survey employees on an annual basis to identify those who wish to be trained as substitutes in this program. Those employees who agree to be Medically Fragile Aide substitutes will be paid at Range 33 of the salary schedule during the hours they are substituting.

8.3.3 Employees who have been involuntarily transferred as a result of the need for administration of specialized health care procedures shall be given first priority for a transfer, provided programmatic needs can be met.

#### 8.4 Medical Transfer

8.4.1 The Employer may give alternate work, when same is available, to an employee who is qualified to do the work and who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, lateral transfer to a related class, and, with the employee's permission, demotion. Alternate work shall not take work away from another unit's employee without mutual agreement with affected employee and unit representatives.

8.4.2 Justification for a medical transfer must be verified by a statement from an employee's doctor.

#### 8.5 Reclassifications

8.5.1 Any unit member may request a review of his/her position for reclassification consideration by making such request by March 1st. Timely requests will be considered as part of the succeeding year's negotiations. An employee who desires such a review shall submit a written request to his/her immediate supervisor and CSEA.

**ARTICLE 9 .....LAYOFF, REEMPLOYMENT, AND/OR RESIGNATION**

- 9.1 Layoff shall occur for lack of funds or lack of work. When it becomes necessary for the Employer to layoff any employee, layoff procedures will be followed. Employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff. Termination date of an employee will be the last actual working day.
- 9.2 Any layoff shall be administered within a classification. The order of layoff shall be based on seniority within that class in which the employee has served. An employee with the least seniority shall be laid-off first. Seniority shall be based on the hire date in that classification.
- 9.3 As and to the extent provided for in California Education Code section 45308, an employee laid-off from his/her present classification may bump into an equal or lower class in which the employee has greater seniority. The employee may continue to bump into such equal or lower classifications to avoid lay off.
- 9.4 An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this contract.
- 9.5 If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid-off will be made on the basis of the greater hire date of seniority, and if that be equal, the determination shall be made by lot.
- 9.6 Laid-off persons are eligible for reemployment in the class from which laid-off for a thirty-nine (39) month period and shall be offered reemployment in the reverse order of layoff. Their reemployment shall take precedence over any new applicants. In addition, they shall have the right to apply for promotional positions and vacancies within the filing period specified in the Transfers and Vacancies Article of this contract, and use their seniority therein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional and vacancy opportunities.
- 9.7 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former or present classification with increased assigned time as vacancies become available, for a period of five (5) years and three (3) months, except that they shall be ranked in accordance with their seniority on any valid reemployment list.
- 9.8 Any employee who was subject to being, or was in fact, laid-off and who is qualified for and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The Employer shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff. If he/she is

- subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the Employer shall maintain the vacancy, but may fill it on a temporary basis, until the Board of Administration of Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.
- 9.9 The Employer shall maintain an updated seniority roster, indicating employee's class seniority and hire date seniority. Such rosters shall be available to CSEA in the event layoff procedures are invoked.
- 9.10 Any employee who is laid-off and is subsequently eligible for reemployment shall be notified in writing by the Employer. Such notice shall be sent to the last address given to the Employer by the employee.
- 9.10.1 An employee shall send notification to the Employer of his/her intent to accept or refuse reemployment within five (5) days from the date of the reemployment notice. An employee given an offer of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee sends notification to the Employer of refusal of reemployment within five (5) working days from the employee's actual receipt of the reemployment notice. If the employee accepts reemployment but fails to report to work within five (5) working days following notification, except in the case of illness or emergency, the employee will be removed from the reemployment list.
- 9.11 No permanent classified employee shall be laid-off from any position while employees serving as short term, substitute, or probationary are retained in positions of the same class.
- 9.12 Any employee desiring to leave the service of the County office may do so without prejudice by filing his/her written resignation two (2) weeks prior to the effective date of the resignation. The resignation shall be addressed to the Employer with a copy to the immediate supervisor.

**ARTICLE 10 ..... HEALTH AND WELFARE BENEFITS**

- 10.1 Employee and Dependent Coverage - The Parties agree that the County's contribution toward Health, Dental and Vision Insurance shall be \$7,400.00.
- 10.1.1 The County is to pay up to the County 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 as follows:
- 10.1.2 Less than twenty (20) hours per week - No County paid benefits, but may purchase at own expense.
- 10.1.3 .50 FTE [defined as twenty (20) ratified hours per week]:  
50% of Employer contribution  
50% Employee contribution plus any amount over the County 'Cap';
- 10.1.4 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 County 'Cap';
- 10.1.5 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.
- 10.1.6 Employees currently receiving full benefits and working less than full time will be grandfathered in and the County will continue to pay up to the total County Contribution. If a current full time employee accepts a part time position, however, benefits will be prorated.
- 10.2 Benefits During Retirement - County 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.
- 10.2.1 The employment benefits as stated in this Agreement, 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 County within a thirty (30) day period after the death of the retired classified employee of his/her election to continue coverage.

10.3 On the Job Injuries - All employees of the County are covered by the County for injuries which occur while on duty. Injuries shall be reported IMMEDIATELY to the Director and/or site administrator in compliance with compensation insurance laws (Labor Code Section 5400). An injured employee requiring medical care should report to a pre-designated medical doctor of his/her choice or, if none is pre-designated, to the County designated physician. 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.

10.4 The Employer will provide payroll deduction services to all employees without added cost. Any employee may authorize deductions from his/her salary without charge by a revocable, written authorization for any of the following:

1. health plan premiums for both the employee and family;
2. purchase of shares or repayment of loans of a credit union;
3. purchase of United States Savings Bonds;
4. dues for membership in representative organization;
5. premiums on pre-approved tax-sheltered annuities.

10.6 Health and Welfare Contributions:

Effective July 1, 2007, the County shall contribute a total of \$7,550.00 per year toward employee health and welfare coverage.

Employees who work between 4 and 6 hours may choose not to participate in the County provided medical coverage. These employees may choose to receive cash-in-lieu as follows:

- a) The health and welfare cap is pro-rated based on hours of employment;
- b) The costs of the employee selected vision, dental and life insurance plans are subtracted from "a"
- c) The employee receives 45% of the balance from "b" as cash-in-lieu.

10.7 Retirement Benefit Plan

Upon retirement from the school district, an employee who has served the County Office fifteen (15) or more years and is at least (55) years of age could contract with the County Office of Education/District for 160 hours of substitute service. The contract must be submitted yearly prior to March 1<sup>st</sup> of the year preceding the contract year. The acceptance of the contract is subject to the approval of the Superintendent or his designee.

In return for the 160 hours of substitute service, the district will pay the employee the hourly rate at the time of retirement.

Contracts may not be submitted for more than five (5) years or for the year following the 65<sup>th</sup> birthday of the employee.

Employees may enter into a 125 Plan to purchase medical insurances.

**ARTICLE 11 ..... LEAVES OF ABSENCE**

**11.1 Sick Leave**

11.1.1 For illness or injury, every employee shall be entitled to one (1) day of paid leave for each month worked during the school year.

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 a 11 month employee;

220-261 duty days shall be equivalent to a 12 month employee.

11.1.2 Unused sick leave shall accrue from school year to school year.

Accumulated and unused sick leave may be counted in a proportionate amount to service credit for retirement as existing law provides.

11.1.3 At the beginning of each school year, all employees shall be credited with sick leave equal to their sick leave entitlement for the school year. A person initially employed will be entitled to the sick leave, which would be accumulated after six (6) months of service. Employees may use their credited sick leave at any time during the school year for purposes authorized by this contract or by law.

11.1.4 If an employee resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the employee.

11.1.5 The Employer may require a physician or practitioner's verification of illness if any employee has been on sick leave for three (3) or more consecutive days. The employer retains the right to check for suspected abuses of the sick leave provisions.

11.1.6 The Employer will provide each employee with a written statement of (1) accrued sick leave total; and (2) sick leave entitlement for the school year.

11.1.7 Employees absent through illness or injury shall notify their immediate supervisor or designee as early as possible. Upon return, the employee must complete the appropriate form indicating the date(s) of the sick leave taken.

11.1.8 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.

11.1.8.1 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.

11.1.8.2 Supplemental sick leave is payable only upon medical verification and only for absence of three or more consecutive days.

11.2 Personal Necessity Sick Leave - The employee requiring leave under this section shall verify by signed statement, on County provided form, that he/she desires a leave for one of the reasons listed as permissible under this section. Whenever possible, advance notification of any personal necessity 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:

11.2.1 Death of a member of the employee's immediate family, when additional leave is required beyond that provided for in Section 11.3. Immediate family shall be defined as set forth in Section 11.3.1.

11.2.2 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.

11.2.3 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.

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

11.2.5 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. The four (4) days of personal necessity leave provided for in this paragraph may be taken as "no tell" days, meaning that, other than to confirm that they are being used for a purpose permitted by this paragraph, an employee need not provide Employer with a statement of the reasons for which such leave has been requested.

11.3 Bereavement Leave

11.3.1 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. Member 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.

#### 11.4 Maternity Leave

11.4.1 Maternity leaves shall be defined as temporary disabilities caused or contributed by pregnancy, miscarriage, childbirth and recovery there from and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Maternity leave shall be provided as the law allows.

#### 11.5 Family Care and Medical Leave

11.5.1 Family Care Leave is a leave of absence which is taken by reason of:

11.5.1.1 Birth of the employee's child (beyond sick leave)

11.5.1.2 Placement of a child with the employee in connection with the employee's adoption of the child.

11.5.1.3 The serious illness of a child of the employee.

11.5.1.4 Care for the employee's spouse or parent who has a serious health condition.

11.5.1.5 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.

11.5.2 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.

11.5.3 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.

11.5.4 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 County to be eligible for such unpaid leave.

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

11.6.1 Days donated will be in increments of a full-time workday.

- 11.6.2 Whenever an employee is in need of additional time, the employee will contact the Personnel Office who will publish the need throughout the County. Employees who wish to donate will notify the County. Donations will be credited to the recipient's account, as needed. When a donation is credited, the employee donating the leave will be notified of the adjustment to their account.
- 11.6.3 Once the sick leave donation is credited, it may not be retrieved for any reason.
- 11.6.4 Each employee must retain at least one year's allotment of sick leave in their individual accounts after any donation of sick leave.

#### 11.7 Military Leave

- 11.7.1 The employee will receive during the first thirty (30) calendar days of such leave full daily-rate-of-pay compensation in addition to whatever pay is received from the federal or state government for training if one (1) year of service has been rendered to the County Office of Education.
- 11.7.2 All provisions of law pertaining to military leave will be complied with.

#### 11.8 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:

- 11.8.1 Allowable leave shall be for sixty (60) working days in any one fiscal year for the same accident.
- 11.8.2 Allowable leave shall not be cumulative from year to year.
- 11.8.3 Industrial accident or illness leave will commence on the first day of absence.
- 11.8.4 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.
- 11.8.5 Industrial accident leave shall be reduced one day for each day of authorized absence, regardless of a compensation award made under Worker's Compensation.
- 11.8.6 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.

- 11.8.7 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.
- 11.8.8 The Governing Board may provide for additional leave of absence, paid or unpaid, as it deems appropriate.
- 11.8.9 Periods of approved leaves of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 11.8.10 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 County wage loss benefit checks received under the worker's compensation laws of this state. The County, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 11.8.11 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).
- 11.8.12 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.
- 11.8.13 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.

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

**ARTICLE 12 ..... VACATION**

12.1 Vacation shall follow the below schedule based on a formula of per hour accrual of vacation credit for each hour of paid service, excluding overtime, for those employees who were transferred from the Calaveras County Office of Education to the Amador County Office of Education on July 1, 1997.

<u>Length of Service</u>	<u>Hourly</u>	<u>Employee</u>
1 - 2 years	.03846	10 days
3 - 4 years	.05769	15 days
5 - 6 - 7 years	.07692	20 days
8 - 9 years	.08461	22 days
10 and above	.09615	25 days

12.2 For employees hired into the Amador County Office of Education the following vacation schedule shall apply:

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

12.2.1 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

12.3 Vacation pay shall be calculated for the current school year and included in the salary computation of each employee based upon Article 12.1 or 12.2 preceding. Holidays for which the employee will be paid will also be included in the salary computation. All employees shall be given a written accounting of accrued vacation and sick leave balances annually. Days taken off for vacation purposes while school is in session will require advance approval and will result in daily loss of pay for employees less than twelve (12) months.

12.4 If any employee terminates and has been granted vacation which was not yet earned at the time of termination of his/her services, the Employer shall deduct from the employee's severance warrant the full amount of salary which was paid for such unearned days of vacation.

12.5 Bargaining unit members shall schedule vacations in accordance with a master calendar for each semester that will be circulated by the Employer 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. Notwithstanding the forgoing, vacation schedules shall be reviewed with the employee's Director and/or site administrator.

An employee may change or supplement their vacation request as reflected on the master calendar if the change can be accommodated by the Employer without disruption to the other employees' scheduled vacations, and if the Employer can arrange the change without disruption to Employer operations. Any such request to change or supplement a vacation request shall be made by the relevant employee not less than 10 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 **Exhibit A**. The Employer may waive the forgoing notice requirement in its sole discretion for good cause. The Employer shall respond to any such request within 3 business days of receipt.

- 12.6 All classified employees who resign or whose employment is terminated shall receive the paid vacation to which they are entitled at the time of severance.
- 12.7 Flexibility on Vacation Carry-over - The County shall maintain a master vacation schedule and a qualified substitute list, allowing employees to take requested vacations when possible. Employees may carry-over up to forty (40) accumulated and unused vacation days when mutually agreed upon between the County and employee. Accumulated vacation days are capped at forty (40) days, except as otherwise required by statute. When approaching the maximum, the County will notify and discuss options with the employee.
- 12.8 Vacation pay for employees shall be the same as that which the employee would have received had he/she been in a duty status.

**ARTICLE 13 ..... HOLIDAYS**

- 13.1 Employees contracted for 10 months shall have their annual salary calculated based on 12 holidays.  
Employees contracted for 11 and 12 months shall have their annual salary calculated based on 13 holidays.  
Employees who work during the month of July shall receive compensation for Independence Day based on Education Code Section 45205.  
Holiday compensation for entering or departing employees will be prorated based on the number of days worked.  
The designated holidays are as follows:  
    Labor Day  
    Veteran’s Day  
    Thanksgiving Day  
    Day after Thanksgiving  
    Christmas Eve Day in lieu of Admissions Day  
    Christmas Day  
    New Year’s Eve Day  
    New Year’s Day  
    Martin Luther King Day  
    Lincoln’s Birthday  
    Washington’s Birthday  
    Memorial Day  
    Independence Day (as stated above):
- 13.2 Any day proclaimed by the President of the United States, the Governor, the Employer, or the Amador County Board of Education as a general holiday shall be observed as a holiday.
- 13.3 When any holiday on which the schools would be closed falls on a Sunday, the county office shall close on the following Monday. If a holiday falls on a Saturday, the county office shall close on the preceding Friday.
- 13.4 Employees whose workday is less than eight hours per day will receive prorated holiday pay.
- 13.5 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 Years Eve Day and New Years Day.

- 13.5.1 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.
- 13.6 If a fiscal year includes 261 possible work days, including holidays, twelve month employees who are contracted for 260 days will be entitled to one non-work/non-paid day off to be taken during that fiscal year.
- 13.7 Continuing on a trial basis for the 2007-2008 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 14..... GRIEVANCE

### 14.1 Definitions

14.1.1 Grievance – A grievance is a claim by one (1) or more employees and/or CSEA that he/she has/have been affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this contract or established Board policy through an act or omission of the Employer.

14.1.2 Grievant – A member of the unit and/or CSEA asserting a grievance, as defined above, is referred to as a Grievant. Alleged violations, misapplication, or misinterpretations, which affect more than one (1) employee in a substantially similar manner may be consolidated as a group grievance and thereafter be presented by a single Grievant.

14.1.3 Representatives – A “representative” is another member of the unit, an administrator, a CSEA representative, an Employer representative, or legal counsel who shall represent any party to the grievance at his/her election.

14.1.4 Individual Grievances – Any member of the CSEA may present a grievance to the Employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is reached prior to Step III and the adjustment is not inconsistent with the terms of this contract. (Government Code Section 3543)

### 14.2 Step I (Informal Level)

Before filing a formal grievance, but within twenty (20) working days of the occurrence or omission-giving rise to the grievance, the Grievant should attempt to resolve the problem through an informal conference with his/her appropriate site administrator and/or Director.

### 14.3 Step II (Formal Level)

#### 14.3.1 Site Administrator and/or Director

Within ten (10) working days after Step I, the Grievant shall submit such grievance in writing to his/her Director and/or site administrator. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, the specific remedy sought and the specified section(s) of this Agreement that are alleged to have been breached. The director shall communicate his/her decision to the employee in writing within ten (10) working days after receiving the grievance. Within the above time limits, either party may request a personal conference.

#### 14.4 Step III (Formal Level)

##### 14.4.1 Superintendent/Employer

If the Grievant is not satisfied with the decision at Step II, he/she may within ten (10) working days appeal the decision on the appropriate form to the Superintendent or his/her designee. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. Either party may request a personal conference. The Employer or his/her designee shall communicate his/her decision in writing to the Grievant within ten (10) working days. For grievances involving reclassification, Level III is the final step.

#### 14.5 Step IV (Binding Arbitration)

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.

14.5.1 An Arbitrator will be selected by the Employer 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.

14.5.2 The arbitrator shall have the power to investigate and render an impartial decision which will be final and binding on the Employer and the CSEA.

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

14.5.4 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.

14.5.5 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.

#### 14.6 General Provision

14.6.1 No reprisals of any kind shall be taken by the Board or the administration against any employee because of participation in this grievance procedure.

- 14.6.2 If a problem arises near the end of the Grievant's work year, all parties shall make every effort to resolve the problem before the end of the Grievant's work year.
- 14.6.3 Employees shall have the right to representation of their choice at all stages of this procedure.
- 14.6.4 When the Employer requires any employee, including representatives, to be absent from the employee's duties to process a grievance, release time shall be granted at no cost to the employee. Every reasonable effort will be made to handle grievances during duty hours other than classroom hours.
- 14.6.5 If the Employer fails to respond within the allotted time period, the employee may proceed to the next higher level within ten (10) working days of the final date on which the administration's answer could have been given.
- 14.6.6 Documents, communications, and records dealing with a grievance which are not normally in the personnel file will not be included with the personnel files of any participant.
- 14.6.7 Upon mutual written agreement, time limits may be extended or waived.
- 14.6.8 Proof of service shall be accomplished by certified mail or personal services.
- 14.6.9 The counting of days for the purpose of determining time limits shall start the day after receipt of the action by either side.
- 14.6.10 Forms for filing a grievance are provided as Exhibit IV.
- 14.6.11 At the option of the employee, any disciplinary action imposed by the Employer may be subject to the grievance procedure, beginning at Step IV.

**ARTICLE 15 ..... EMPLOYER RIGHTS AND OBLIGATIONS**

- 15.1 It is understood and agreed that the Employer 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 Employer'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 Employer retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.
- 15.2 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 16 ..... SALARY AND FRINGE BENEFITS**

16.1 The salary schedule for members of the bargaining unit shall be found as Exhibit III of this Agreement. This schedule shall be effective, July 1, 2006. This schedule represents a 6% salary increase effective July 1, 2005.

16.2 All regular paychecks shall be itemized to include all deductions and overtime. All employees shall be paid once per month payable on or before the last working day of the month in which the employee is in a paid status. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

16.2.1 The variable payroll for overtime and extra time worked shall be paid on the 15th of the following month.

16.3 Payroll Error

Any payroll check which contains an error by the Employer resulting in insufficient payment shall be replaced and a supplemental check issued no later than five (5) working days following a note by the employee to the Payroll Department. Lost checks will be replaced as soon as possible.

16.4 Salary Upon Promotion

An employee who is promoted to a higher position requiring different job duties shall be placed at the step representing the next higher amount of money in the classification for which he/she is eligible, and shall in no case receive less than he/she would have received for the following year had he/she not been promoted.

An employee who is promoted to a higher position shall serve a probationary period of six working months (130 working days), during which time he/she may be demoted to his/her previous position for unsatisfactory service.

16.5 Any employee who uses his/her vehicle on official business shall be reimbursed at the rate currently approved by the Employer and the County Board of Education for all miles driven. The employee will receive his/her mileage reimbursement separately from his/her payroll warrant.

## 16.6 Out-of-Class Pay

An employee may be required to perform duties inconsistent with those assigned to the position by the Employer for a period of more than five (5) working days within a fifteen (15) calendar period, providing that his/her salary is adjusted upward for the entire period that he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normally assigned duties. In no event is the increase in salary for this period to be less than five percent (5%) of the normal salary of the employee.

16.6.1 An Instructional Assistant who is trained to perform the duties of a Medically Fragile Instructional Assistant for the regular Medically Fragile Instructional Assistant will receive the adjusted upward salary for all days in which the work is performed. The substitution is only if the regularly trained, on site, Medically Fragile Instructional Assistant or other trained person is not available.

This waives the requirement for the “five working days within a 15 calendar (day) period” in section 16.6 of this Contract, for Medically Fragile work only.

## 16.7 Training

An employee who is required to attend training/in-service sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

16.7.1 If training occurs during regularly assigned working hours, the employee shall receive his/her regular salary (paid on the regular monthly pay warrant).

16.7.2 When the training occurs at times other than the employee's regular working hours, the employee will be paid at the appropriate rate of pay as defined in this agreement, providing a time sheet is submitted by the employee. The employee will be paid on the monthly variable pay warrant the month following the training session.

16.7.3 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.

16.7.4 To be reimbursed in a timely manner, claims must be submitted within thirty (30) days of completion of the training. Claims received by the first (1st) of the month will be paid by the 15th of the respective month. All Claims must be submitted by June 30th of the fiscal year in which the costs were incurred.

#### 16.8 Reimbursement For Personal Property

When personal property of the employee is damaged in the line of duty without fault of the employee while the employee is in the line of duty, the Employer may provide for payment of the cost of replacing or repairing such property. If the property is covered by insurance, but not fully, the employee may provide for payment of the difference between the insurance settlement and the actual value of cost of repairing. A limit of \$500 is established for payment of such damaged or stolen property.

#### 16.9 Longevity

Longevity payments shall be made according to the schedule found on the Classified Employee Salary Schedule (Exhibit III of this Agreement). Beginning the 10th year of service = \$.24/hour above step 5; Beginning the 15th year of service = \$.24/hour above the Step 10; Beginning the 20th year of service = \$.24/hour above Step 15; Beginning the 25<sup>th</sup> year of service = \$.24/hour.. Employees who are currently being paid under the provisions of the Calaveras County Office of Education Longevity schedule shall continue to receive these benefits until negotiated otherwise. This shall include employees who received longevity during the 1998/99 school year.

#### 16.10 Meal Reimbursement

Where it is appropriate to claim meal reimbursement, reimbursement will require a receipt.

**ARTICLE 17 ..... SAFETY**

- 17.1 Employees shall not be required to work under unsafe or unhealthy conditions or perform tasks which may endanger their health or safety.
- 17.2 Any employee who observes a working condition which is believed to be unsafe or unhealthy, shall report such conditions in writing, including the reasons for believing it to be unsafe or unhealthy, to the appropriate Director. The Director will respond in writing as soon as practicable, not to exceed ten (10) working days, as to how the unsafe or unhealthy condition has been or shall be remediated, if such remediation is possible or practical.
- 17.3 Employees will, as soon as practical, report in writing cases of assault/injury or threatened assault/injury suffered by them in connection with their employment to the appropriate law enforcement authorities with a copy to their immediate supervisor. The immediate supervisor shall promptly report the incident to the Director and the Superintendent.
- 17.4 The employer will reimburse employees for the loss or damage to employee-owned instructional equipment and/or instructional materials with a value in excess of \$25 and less than \$200. Such items may not be used without the prior written approval of the employee's immediate supervisor.
- 17.5 The District will make available to all employees reasonable and necessary medical supplies, treatment, precautions, and training to properly provide for employee and student safety.

**ARTICLE 18 ..... PERSONNEL FILES**

- 18.1 The main, permanent personnel file of each employee shall be maintained at the County Office 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.
- 18.2 Employees shall be provided with copies of any written material before it is placed in the employee's main, permanent personnel file. 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.
- 18.3 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.
- 18.4 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 County when actually necessary in the proper administration of the County's affairs or the supervision of the employee. The County 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.
- 18.5 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.
- 18.6 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing Notice of Cause unless such cause was concealed or not disclosed by such employee when it could reasonably be assumed that the employee should have disclosed the facts to the Employer.

**ARTICLE 19 ..... CONCERTED ACTIVITIES**

19.1 For the duration of this agreement, CSEA and its members agree not to call, sanction, or engage in a strike, concerted work stoppage, or concerted disruption.

19.2 The Employer agrees that it shall not engage in a lockout.

**ARTICLE 20 .....SAVINGS PROVISION**

- 20.1 If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting excepting to the extent permitted by law, but all other provisions will continue in full force and effect.
  
- 20.2 In the event of suspensions and invalidation of any article or section of this agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement of such article or section.

**ARTICLE 21 ..... SUPPORT OF AGREEMENT**

21.1 The employer and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that CSEA will support this agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the Employer and CSEA.

**ARTICLE 22 ..... NON-DISCRIMINATION**

- 22.1 No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or unlawfully discriminated against on account of race, religious creed, color, national origin, ancestry, physical handicap, medical conditions, marital status, sex, or age.
  
- 22.2 Neither the Employer nor CSEA shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, nor otherwise to interfere with, restrain or coerce employees because of their exercise of rights guaranteed by law.

**ARTICLE 23 ..... CONTRACTING AND BARGAINING UNIT WORK**

23.1 Restriction on Contracting Out - The parties agree that the County may contract with private vendors for services or materials, as necessary, so long as such contracting out for services or materials does not cause a reduction of the number of classified employees or a reduction in the regular hours worked by members of the classified service.

23.1.1 Should any such reduction be anticipated, the County must first negotiate the decision and its effects to contract out with CSEA.

23.2 Bargaining Unit Work - Supervisors and managers may perform work that is considered by them to be essential to the operation of the county office. This provision shall not be construed to authorize the reduction of bargaining unit positions or hours of work of bargaining unit employees resulting from the County's transfer of bargaining unit work to managers, supervisors, or other non-classified bargaining unit employees.

**ARTICLE 24 ..... DRUG AND ALCOHOL TESTING PROGRAM**

**24.1 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 County as being "safety sensitive." Bargaining Unit Classifications with such duties are:

1. School Bus Driver (including those driving cars or vans)

The provisions of this Article shall also apply to workers with a Class A, Class B or Class C driver's license in any other job classifications who transport students on a regular basis.

**24.2 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.

**24.3 REASONABLE SUSPICION TESTING**

24.3.1 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.

24.3.2 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.

24.3.3 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.

24.3.4 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.

24.3.5 Employees for whom reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.

24.3.6 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 County 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.

24.3.7 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.

24.3.8 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.

#### **24.4 POST-ACCIDENT TESTING**

24.4.1 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.

24.4.2 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.

24.4.3 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 County.

#### **24.5 RANDOM TESTING**

24.5.1 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).)

24.5.2 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.

24.5.3 The County 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 County.

24.5.4 The selection of employees for random testing must be solely by chance utilizing a random number table or a computer-based random number (or equivalent) generator matched with social security numbers.

24.5.5 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.

#### 24.6 TESTING PROCEDURES

24.6.1 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.

24.6.2 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.

24.6.3 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 County.

24.6.4 Any tests that do not comply with the requirements of this section shall be treated as negative tests.

#### 24.7 POSITIVE TESTS

24.7.1 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.

24.7.2 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.

24.7.3 No positive test for controlled substances shall be reported to the County 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.
- 24.7.4 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 County as a negative test.
- 24.7.5 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 County.
- 24.7.6 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).)

#### 24.8 **EFFECTS OF A POSITIVE TEST**

- 24.8.1 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 County, 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 County shall take no other action against the employee based solely on the test.
- 24.8.2 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.
- 24.8.3 If it is determined that a rehabilitation program is needed, available leave due the employee may be utilized for the purposes of rehabilitation.
- 24.8.4 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.
- 24.8.5 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 tests positive again within 12 months of a return to duty.

## 24.9 MISCELLANEOUS

24.9.1 Employees will receive their regular pay for time required to take tests specified in this Article. The County will pay for these tests.

24.9.2 All test results shall be treated as confidential medical records.

24.9.3 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 25 ..... EDUCATIONAL INCENTIVES**

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

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

25.1.1 Courses/Units must be approved by the Personnel Office in advance.

25.1.2 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.

25.1.3 All course work must relate to the employee’s present career field.

25.1.4 Fifteen (15) hours of in-service is the equivalent of one (1) semester unit.

25.1.5 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 Exhibit VIII.

25.1.6 Employees must notify the personnel office one month before they anticipate reaching 11, 22, or 33 units.

25.1.6.1.1 Payment will commence the month following verification of the units by the personnel office.

25.1.6.1.2 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.

25.1.7 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 pro-rated adjustment as his/her hours relate to forty (40) hours per week.

**EXHIBIT I**

**JOB CLASSIFICATIONS AND RANGE PLACEMENTS**

**POSITION** **RANGE**

***Clerical Class***

Office Clerk ..... 24  
Secretary I (Administrative Assistant I)..... 39  
                  (Administrative Assistant II) ..... 42  
Secretary II (Administrative Assistant III) ..... 45  
Secretary III (Administrative Assistant IV)..... 52

***Transportation Class***

Bus/Car/Van Driver ..... 42  
Designated Behind the Wheel Bus Driver Trainer ..... 44  
Transportation Dispatcher ..... 45

***Maintenance Class***

Custodian ..... 29  
Maintenance Worker I..... 36

***Para Educator Class (effective July 1, 2007)***

Brailer/Transcriber ..... 29  
Court School Instructional Assistant ..... 26  
Extended Learning Instructional Assistant ..... 21  
Extended Learning Instructor ..... 31  
Instructional Aide ..... 26  
Job Coach Workability ..... 26  
Medically Fragile Aide / Health Aide w/o Certificate ..... 33  
Preschool Instructional Assistant ..... 21  
Preschool Teacher ..... See Schedule Exhibit VI  
\*Signer/Interpreter for Hearing Impaired/Deaf ..... 29  
Signer/Interpreter Deaf/Hard of Hearing (*requires new State Issued Certificate*) 44  
Speech-Language Assistant ..... 44  
Vocational Education Tech..... 33

***The COE Certificate program was eliminated effective July 1, 2007. Existing employees with certificates awarded prior to July 1, 2007 will be grandfathered in at the ranges listed below.***

Brailer/Transcriber w/Certificate..... 31  
Instructional Aide w/Certificate ..... 28  
Medically Fragile Aide w/ Certificate..... 35  
Signer/Interpreter for Hearing Impaired/Deaf/w/Certificate ..... 31  
Vocational Education Tech w/Certificate ..... 34

***\*Signer/Interpreter for Hearing Impaired/Deaf Classification is being phased into the requirements and range of the new Signer/Interpreter Deaf/Hard of Hearing Classification.***

**EXHIBIT II**

**CSEA MEMBERSHIP DUES SCHEDULE**

<u>Annual - Monthly</u>		<u>Annual - Monthly</u>		<u>Annual - Monthly</u>	
<u>Salary</u>	<u>State Dues</u>	<u>Salary</u>	<u>State Dues</u>	<u>Salary</u>	<u>State Dues</u>
\$ 3,000	\$4.50	\$ 8,500	\$12.75	\$14,000	\$21.00
3,500	5.25	9,000	13.50	14,500	21.75
4,000	6.00	9,500	14.25	15,000	22.50
4,500	6.75	10,000	15.00	15,500	23.25
5,000	7.50	10,500	15.75	16,000	24.00
5,500	8.25	11,000	16.50	16,500	24.75
6,000	9.00	11,500	17.25	17,000	25.50
6,500	9.75	12,000	18.00	17,500	26.25
7,000	10.50	12,500	18.75	18,000	27.00
7,500	11.25	13,000	19.50	18,500	27.75
8,000	12.00	13,500	20.25	19,000	28.50

(+ cap)

The dues schedule listed above gives you examples of how much the “1.5% of annual salary” represents in terms of monthly dues. These dues are collected ten months per year.

**EXHIBIT III A-1**

Employee Salary Schedule ~ 2% Increase Effective 7/1/07 through 12/31/07

Includes 6% longevity. Board Adopted April 11, 2007.

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 9.5*	Step 15*	Step 20*	Step 25 \$.24/hour
1	7.85	8.24	8.65	9.10	9.55	10.12	10.73	11.37	11.61
2	7.96	8.37	8.78	9.22	9.68	10.26	10.88	11.53	11.77
3	8.08	8.48	8.91	9.36	9.83	10.42	11.05	11.71	11.95
4	8.21	8.62	9.06	9.52	9.99	10.59	11.23	11.90	12.14
5	8.34	8.76	9.17	9.64	10.15	10.76	11.41	12.09	12.33
6	8.45	8.88	9.33	9.79	10.28	10.90	11.55	12.24	12.48
7	8.58	9.02	9.48	9.93	10.42	11.05	11.71	12.41	12.65
8	8.72	9.14	9.60	10.08	10.59	11.23	11.90	12.61	12.85
9	8.84	9.28	9.74	10.24	10.76	11.41	12.09	12.82	13.06
10	8.99	9.44	9.88	10.38	10.92	11.58	12.27	13.01	13.25
11	9.11	9.57	10.05	10.56	11.07	11.73	12.43	13.18	13.42
12	9.25	9.70	10.21	10.70	11.24	11.91	12.62	13.38	13.62
13	9.37	9.85	10.33	10.86	11.41	12.09	12.82	13.59	13.83
14	9.54	10.02	10.51	11.03	11.58	12.27	13.01	13.79	14.03
15	9.67	10.18	10.67	11.19	11.75	12.46	13.21	14.00	14.24
16	9.82	10.30	10.81	11.37	11.94	12.66	13.42	14.23	14.47
17	9.96	10.44	10.98	11.53	12.11	12.84	13.61	14.43	14.67
18	10.12	10.63	11.15	11.72	12.29	13.03	13.81	14.64	14.88
19	10.26	10.78	11.34	11.88	12.47	13.22	14.01	14.85	15.09
20	10.41	10.94	11.49	12.07	12.67	13.43	14.24	15.09	15.33
21	10.58	11.12	11.65	12.24	12.84	13.61	14.43	15.30	15.54
22	10.74	11.26	11.83	12.42	13.06	13.84	14.67	15.55	15.79
23	10.89	11.43	12.02	12.62	13.24	14.03	14.87	15.76	16.00
24	11.05	11.60	12.18	12.79	13.44	14.25	15.11	16.02	16.26
25	11.23	11.79	12.37	13.01	13.65	14.47	15.34	16.26	16.50
26	11.40	11.96	12.53	13.20	13.84	14.67	15.55	16.48	16.72
27	11.57	12.14	12.74	13.38	14.04	14.88	15.77	16.72	16.96
28	11.74	12.33	12.94	13.58	14.27	15.13	16.04	17.00	17.24
29	11.92	12.53	13.14	13.80	14.49	15.36	16.28	17.26	17.50
30	12.09	12.70	13.34	13.98	14.69	15.57	16.50	17.49	17.73
31	12.28	12.87	13.54	14.21	14.92	15.82	16.77	17.78	18.02
32	12.46	13.09	13.75	14.42	15.14	16.05	17.01	18.03	18.27
33	12.65	13.27	13.93	14.62	15.36	16.28	17.26	18.30	18.54
34	12.83	13.47	14.16	14.85	15.61	16.55	17.54	18.59	18.83
35	13.03	13.68	14.36	15.08	15.84	16.79	17.80	18.87	19.11
36	13.22	13.88	14.58	15.32	16.07	17.03	18.05	19.13	19.37
37	13.41	14.11	14.80	15.54	16.30	17.28	18.32	19.42	19.66
38	13.62	14.30	15.03	15.77	16.56	17.55	18.60	19.72	19.96
39	13.82	14.51	15.24	16.00	16.80	17.81	18.88	20.01	20.25
40	14.00	14.73	15.45	16.25	17.03	18.05	19.13	20.28	20.52
41	14.23	14.96	15.70	16.48	17.32	18.36	19.46	20.63	20.87
42	14.46	15.17	15.93	16.75	17.55	18.60	19.72	20.90	21.14
43	14.67	15.40	16.19	16.98	17.84	18.91	20.04	21.24	21.48
44	14.90	15.64	16.41	17.23	18.11	19.20	20.35	21.57	21.81
45	15.12	15.87	16.67	17.49	18.38	19.48	20.65	21.89	22.13
46	15.35	16.11	16.93	17.76	18.65	19.77	20.96	22.22	22.46
47	15.59	16.35	17.17	18.03	18.94	20.08	21.28	22.56	22.80
48	15.80	16.60	17.43	18.29	19.22	20.37	21.59	22.89	23.13
49	16.03	16.83	17.70	18.58	19.50	20.67	21.91	23.22	23.46
50	16.28	17.10	17.96	18.86	19.81	21.00	22.26	23.60	23.84
51	16.54	17.37	18.22	19.14	20.08	21.28	22.56	23.91	24.15
52	16.78	17.61	18.49	19.41	20.39	21.61	22.91	24.28	24.52
53	17.01	17.87	18.78	19.71	20.70	21.94	23.26	24.66	24.90
54	17.29	18.15	19.05	19.99	21.01	22.27	23.61	25.03	25.27
55	17.53	18.42	19.34	20.30	21.34	22.62	23.98	25.42	25.66
56	17.82	18.70	19.61	20.59	21.65	22.95	24.33	25.79	26.03
57	18.08	18.98	19.93	20.92	21.97	23.29	24.69	26.17	26.41
58	18.35	19.27	20.23	21.24	22.31	23.65	25.07	26.57	26.81
59	18.63	19.55	20.53	21.57	22.63	23.99	25.43	26.96	27.20
60	18.89	19.84	20.84	21.88	22.98	24.36	25.82	27.37	27.61

Employees receiving longevity during or prior to the 98/99 school year receive 6% at years 9.5, 15 and 20.  
 Effective 7/1/07 Insurance Cap - \$7,550.00

**EXHIBIT III A-2****Employee Salary Schedule ~ 2% Increase Effective 1/1/2008**

Includes 6% longevity. Board Adopted April 11, 2007.

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 9.5*	Step 15*	Step 20*	Step 25 \$.24/hour
1	8.01	8.40	8.82	9.28	9.74	10.32	10.94	11.60	11.84
2	8.12	8.54	8.96	9.40	9.87	10.46	11.09	11.76	12.00
3	8.24	8.65	9.09	9.55	10.03	10.63	11.27	11.95	12.19
4	8.37	8.79	9.24	9.71	10.19	10.80	11.45	12.14	12.38
5	8.51	8.94	9.35	9.83	10.35	10.97	11.63	12.33	12.57
6	8.62	9.06	9.52	9.99	10.49	11.12	11.79	12.50	12.74
7	8.75	9.20	9.67	10.13	10.63	11.27	11.95	12.67	12.91
8	8.89	9.32	9.79	10.28	10.80	11.45	12.14	12.87	13.11
9	9.02	9.47	9.93	10.44	10.98	11.64	12.34	13.08	13.32
10	9.17	9.63	10.08	10.59	11.14	11.81	12.52	13.27	13.51
11	9.29	9.76	10.25	10.77	11.29	11.97	12.69	13.45	13.69
12	9.44	9.89	10.41	10.91	11.46	12.15	12.88	13.65	13.89
13	9.56	10.05	10.54	11.08	11.64	12.34	13.08	13.86	14.10
14	9.73	10.22	10.72	11.25	11.81	12.52	13.27	14.07	14.31
15	9.86	10.38	10.88	11.41	11.99	12.71	13.47	14.28	14.52
16	10.02	10.51	11.03	11.60	12.18	12.91	13.68	14.50	14.74
17	10.16	10.65	11.20	11.76	12.35	13.09	13.88	14.71	14.95
18	10.32	10.84	11.37	11.95	12.54	13.29	14.09	14.94	15.18
19	10.47	11.00	11.57	12.12	12.72	13.48	14.29	15.15	15.39
20	10.62	11.16	11.72	12.31	12.92	13.70	14.52	15.39	15.63
21	10.79	11.34	11.88	12.48	13.10	13.89	14.72	15.60	15.84
22	10.95	11.49	12.07	12.67	13.32	14.12	14.97	15.87	16.11
23	11.11	11.66	12.26	12.87	13.50	14.31	15.17	16.08	16.32
24	11.27	11.83	12.42	13.05	13.71	14.53	15.40	16.32	16.56
25	11.45	12.03	12.62	13.27	13.92	14.76	15.65	16.59	16.83
26	11.63	12.20	12.82	13.46	14.12	14.97	15.87	16.82	17.06
27	11.80	12.38	12.99	13.65	14.32	15.18	16.09	16.06	16.30
28	11.97	12.58	13.20	13.85	14.56	15.43	16.36	17.34	17.58
29	12.16	12.78	13.40	14.08	14.78	15.67	16.61	17.61	17.85
30	12.33	12.95	13.61	14.26	14.98	15.88	16.83	17.84	18.08
31	12.53	13.13	13.81	14.49	15.22	16.13	17.10	18.13	18.37
32	12.71	13.35	14.03	14.71	15.44	16.37	17.35	18.39	18.63
33	12.90	13.54	14.21	14.91	15.67	16.61	17.61	18.67	18.91
34	13.09	13.74	14.44	15.15	15.92	16.88	17.89	18.96	19.20
35	13.29	13.96	14.65	15.38	16.16	17.13	18.16	19.25	19.49
36	13.48	14.16	14.87	15.63	16.39	17.37	18.41	19.51	19.75
37	13.68	14.39	15.10	15.85	16.63	17.63	18.69	19.81	20.05
38	13.89	14.59	15.33	16.09	16.89	17.90	18.97	20.11	20.35
39	14.10	14.80	15.54	16.32	17.14	18.17	19.26	20.42	20.66
40	14.28	15.02	15.76	16.58	17.37	18.41	19.51	20.68	20.92
41	14.51	15.26	16.01	16.81	17.67	18.73	19.85	21.04	21.28
42	14.75	15.47	16.25	17.09	17.90	18.97	20.11	21.32	21.56
43	14.96	15.71	16.51	17.32	18.20	19.29	20.45	21.68	21.92
44	15.20	15.95	16.74	17.57	18.47	19.58	20.75	22.00	22.24
45	15.42	16.19	17.00	17.84	18.75	19.88	21.07	22.33	22.57
46	15.66	16.43	17.27	18.12	19.02	20.16	21.37	22.65	22.89
47	15.90	16.68	17.51	18.39	19.32	20.48	21.71	23.01	23.25
48	16.12	16.93	17.78	18.66	19.60	20.78	22.03	23.35	23.59
49	16.35	17.17	18.05	18.95	19.89	21.08	22.34	23.68	23.92
50	16.61	17.44	18.32	19.24	20.21	21.42	22.71	24.07	24.31
51	16.87	17.72	18.58	19.52	20.48	21.71	23.01	24.39	24.63
52	17.12	17.96	18.86	19.80	20.80	22.05	23.37	24.77	25.01
53	17.35	18.23	19.16	20.10	21.11	22.38	23.72	25.14	25.38
54	17.64	18.51	19.43	20.39	21.43	22.72	24.08	25.52	25.76
55	17.88	18.79	19.73	20.71	21.77	23.08	24.46	25.93	26.17
56	18.18	19.07	20.00	21.00	22.08	23.40	24.80	26.29	26.53
57	18.44	19.36	20.33	21.34	22.41	23.75	25.18	26.69	26.93
58	18.72	19.66	20.63	21.66	22.76	24.13	25.58	27.10	27.34
59	19.00	19.94	20.94	22.00	23.08	24.46	25.93	27.49	27.73
60	19.27	20.24	21.26	22.32	23.44	24.85	26.34	27.92	28.16

Employees receiving longevity during or prior to the 98/99 school year receive 6% at years 9.5, 15 and 20.  
 Effective 7/1/07 Insurance Cap - \$7,550.00

**EXHIBIT III B-1**

Employee Salary Schedule ~ 2% Increase Effective 7/1/07 through 12/31/07

Board Adopted April 11, 2007.

Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	7.85	8.24	8.65	9.10	9.55
2	7.96	8.37	8.78	9.22	9.68
3	8.08	8.48	8.91	9.36	9.83
4	8.21	8.62	9.06	9.52	9.99
5	8.34	8.76	9.17	9.64	10.15
6	8.45	8.88	9.33	9.79	10.28
7	8.58	9.02	9.48	9.93	10.42
8	8.72	9.14	9.60	10.08	10.59
9	8.84	9.28	9.74	10.24	10.76
10	8.99	9.44	9.88	10.38	10.92
11	9.11	9.57	10.05	10.56	11.07
12	9.25	9.70	10.21	10.70	11.24
13	9.37	9.85	10.33	10.86	11.41
14	9.54	10.02	10.51	11.03	11.58
15	9.67	10.18	10.67	11.19	11.75
16	9.82	10.30	10.81	11.37	11.94
17	9.96	10.44	10.98	11.53	12.11
18	10.12	10.63	11.15	11.72	12.29
19	10.26	10.78	11.34	11.88	12.47
20	10.41	10.94	11.49	12.07	12.67
21	10.58	11.12	11.65	12.24	12.84
22	10.74	11.26	11.83	12.42	13.06
23	10.89	11.43	12.02	12.62	13.24
24	11.05	11.60	12.18	12.79	13.44
25	11.23	11.79	12.37	13.01	13.65
26	11.40	11.96	12.53	13.20	13.84
27	11.57	12.14	12.74	13.38	14.04
28	11.74	12.33	12.94	13.58	14.27
29	11.92	12.53	13.14	13.80	14.49
30	12.09	12.70	13.34	13.98	14.69
31	12.28	12.87	13.54	14.21	14.92
32	12.46	13.09	13.75	14.42	15.14
33	12.65	13.27	13.93	14.62	15.36
34	12.83	13.47	14.16	14.85	15.61
35	13.03	13.68	14.36	15.08	15.84
36	13.22	13.88	14.58	15.32	16.07
37	13.41	14.11	14.80	15.54	16.30
38	13.62	14.30	15.03	15.77	16.56
39	13.82	14.51	15.24	16.00	16.80
40	14.00	14.73	15.45	16.25	17.03
41	14.23	14.96	15.70	16.48	17.32
42	14.46	15.17	15.93	16.75	17.55
43	14.67	15.40	16.19	16.98	17.84
44	14.90	15.64	16.41	17.23	18.11
45	15.12	15.87	16.67	17.49	18.38
46	15.35	16.11	16.93	17.76	18.65
47	15.59	16.35	17.17	18.03	18.94
48	15.80	16.60	17.43	18.29	19.22
49	16.03	16.83	17.70	18.58	19.50
50	16.28	17.10	17.96	18.86	19.81
51	16.54	17.37	18.22	19.14	20.08
52	16.78	17.61	18.49	19.41	20.39
53	17.01	17.87	18.78	19.71	20.70
54	17.29	18.15	19.05	19.99	21.01
55	17.53	18.42	19.34	20.30	21.34
56	17.82	18.70	19.61	20.59	21.65
57	18.08	18.98	19.93	20.92	21.97
58	18.35	19.27	20.23	21.24	22.31
59	18.63	19.55	20.53	21.57	22.63
60	18.89	19.84	20.84	21.88	22.98

Effective 7/1/07 Insurance Cap - \$7,550.00

Anniversary Increment (Added to Annual Step V)		Years			
		10th Year	15th Year	20th Year	25th Year
Work Day					
Less than 4 hours	185	371	556	741	
4 to 5.99 hours	311	622	936	1249	
6 to 8 hours	499	998	1498	1997	

**EXHIBIT III B-2**

Employee Salary Schedule ~ 2% Increase **Effective 1/1/2008**

Board Adopted April 11, 2007.

Range	Step 1	Step 2	Step 3	Step 4	Step 5
1	8.01	8.40	8.82	9.28	9.74
2	8.12	8.54	8.96	9.40	9.87
3	8.24	8.65	9.09	9.55	10.03
4	8.37	8.79	9.24	9.71	10.19
5	8.51	8.94	9.35	9.83	10.35
6	8.62	9.06	9.52	9.99	10.49
7	8.75	9.20	9.67	10.13	10.63
8	8.89	9.32	9.79	10.28	10.80
9	9.02	9.47	9.93	10.44	10.98
10	9.17	9.63	10.08	10.59	11.14
11	9.29	9.76	10.25	10.77	11.29
12	9.44	9.89	10.41	10.91	11.46
13	9.56	10.05	10.54	11.08	11.64
14	9.73	10.22	10.72	11.25	11.81
15	9.86	10.38	10.88	11.41	11.99
16	10.02	10.51	11.03	11.60	12.18
17	10.16	10.65	11.20	11.76	12.35
18	10.32	10.84	11.37	11.95	12.54
19	10.47	11.00	11.57	12.12	12.72
20	10.62	11.16	11.72	12.31	12.92
21	10.79	11.34	11.88	12.48	13.10
22	10.95	11.49	12.07	12.67	13.32
23	11.11	11.66	12.26	12.87	13.50
24	11.27	11.83	12.42	13.05	13.71
25	11.45	12.03	12.62	13.27	13.92
26	11.63	12.20	12.82	13.46	14.12
27	11.80	12.38	12.99	13.65	14.32
28	11.97	12.58	13.20	13.85	14.56
29	12.16	12.78	13.40	14.08	14.78
30	12.33	12.95	13.61	14.26	14.98
31	12.53	13.13	13.81	14.49	15.22
32	12.71	13.35	14.03	14.71	15.44
33	12.90	13.54	14.21	14.91	15.67
34	13.09	13.74	14.44	15.15	15.92
35	13.29	13.96	14.65	15.38	16.16
36	13.48	14.16	14.87	15.63	16.39
37	13.68	14.39	15.10	15.85	16.63
38	13.89	14.59	15.33	16.09	16.89
39	14.10	14.80	15.54	16.32	17.14
40	14.28	15.02	15.76	16.58	17.37
41	14.51	15.26	16.01	16.81	17.67
42	14.75	15.47	16.25	17.09	17.90
43	14.96	15.71	16.51	17.32	18.20
44	15.20	15.95	16.74	17.57	18.47
45	15.42	16.19	17.00	17.84	18.75
46	15.66	16.43	17.27	18.12	19.02
47	15.90	16.68	17.51	18.39	19.32
48	16.12	16.93	17.78	18.66	19.60
49	16.35	17.17	18.05	18.95	19.89
50	16.61	17.44	18.32	19.24	20.21
51	16.87	17.72	18.58	19.52	20.48
52	17.12	17.96	18.86	19.80	20.80
53	17.35	18.23	19.16	20.10	21.11
54	17.64	18.51	19.43	20.39	21.43
55	17.88	18.79	19.73	20.71	21.77
56	18.18	19.07	20.00	21.00	22.08
57	18.44	19.36	20.33	21.34	22.41
58	18.72	19.66	20.63	21.66	22.76
59	19.00	19.94	20.94	22.00	23.08
60	19.27	20.24	21.26	22.32	23.44

Effective 7/1/07 Insurance Cap - \$7,550.00

Anniversary Increment (Added to Annual Step V)		10th Year	15th Year	20th Year	25th Year
		Less than 4 hours	189	378	567
4 to 5.99 hours	317	634	955	1274	
6 to 8 hours	509	1018	1528	2037	



## **EXHIBIT V**

### **Description: Job Representatives**

#### **Purpose**

The Employer recognizes the need and affirms the right of CSEA its Chapter #827 to designate Job Representatives from among employees in the unit. It is agreed that CSEA and its Chapter #827 in appointing such representatives does so for the purpose of promoting an effective relationship between the Employer and employees by helping to settle problems at the lowest level of supervision.

#### **Selection of Job Representatives**

CSEA and its Chapter #827 shall appoint six (6) Job Representatives who will represent all employees in the unit.

CSEA and its Chapter #827 will notify the Employer of those persons chosen to be Representatives and any change thereof. Nothing contained in this exhibit shall limit the right to Job Representatives and chapter officers in assisting another Job Representative in the processing of a grievance, should it be requested.

#### **Duties and Responsibilities of Job Representatives**

Each Job Representative shall represent the employees assigned to his/her respective job site(s), subject to the following provisions:

- a. Each Job Representative shall represent the employees assigned to his/her particular job site(s).

**EXHIBIT VI**

**07/08 Preschool Teacher Hourly Salary Schedule**  
2% Increase **Effective July 1, 2007 through December 31, 2007**  
Board Adopted April 11, 2007

	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
<b>Steps</b>	Children Center Permit	AA and Children Center Permit	BA and Children Center Permit	BA (Elem Cred or CC Permit) + 12 units ECE	BA (Elem Cred or CC Permit) + 24 units ECE
1	12.39	13.39	14.34	14.59	15.32
2	13.04	14.04	15.06	15.32	16.09
3	13.69	14.74	15.80	16.09	16.91
4	14.37	15.49	16.60	16.91	17.74
5	15.09	16.27	17.43	17.74	18.63
6			18.28	18.63	19.54
7				19.54	20.52
8					21.57

**07/08 Preschool Teacher Hourly Salary Schedule**  
2% Increase **Effective January 1, 2008**  
Board Adopted April 11, 2007

	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
<b>Steps</b>	Children Center Permit	AA and Children Center Permit	BA and Children Center Permit	BA (Elem Cred or CC Permit) + 12 units ECE	BA (Elem Cred or CC Permit) + 24 units ECE
1	12.64	13.66	14.63	14.88	15.63
2	13.30	14.32	15.36	15.63	16.41
3	13.96	15.03	16.12	16.41	17.25
4	14.66	15.80	16.93	17.25	18.09
5	15.39	16.60	17.78	18.09	19.00
6			18.65	19.00	19.93
7				19.93	20.93
8					22.00

**EXHIBIT VII**

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

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

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

Probationary:  60 days     120 day  
 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: \_\_\_\_\_

**EXHIBIT VIII**

**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: \_\_\_\_\_