

**AGREEMENT BETWEEN**

**MODOC JOINT UNIFIED SCHOOL DISTRICT  
(Aides Bargaining Unit)**

**AND**

**GENERAL TEAMSTERS LOCAL NO. 137**

**JULY 1, 2018 – JUNE 30, 2021**

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## **ARTICLE I - AGREEMENT**

This Agreement is made and entered into this 1st day of July, 2018, by and between the MODOC JOINT UNIFIED SCHOOL DISTRICT hereinafter referred to as the District, and GENERAL TEAMSTERS LOCAL NO. 137 (Aides Bargaining Unit), or its successors, hereinafter referred to as the Union.

The Agreement shall remain in full force and effect from July 1, 2018 to June 30, 2021.

## **ARTICLE II - RECOGNITION**

The District confirms its recognition of Teamsters as the exclusive representative for all classified employees holding the following positions: Instructional and Bi-Lingual Aides.

Excluded from the classified unit are the Operations and Custodial, Maintenance, Cafeteria and Transportation supervisors, Superintendent's secretary, District office secretaries, and financial business positions. Disputed positions shall be referred to PERB for its determination.

## **ARTICLE III - ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS**

- A. Union shall have the sole and exclusive right to have membership dues, initiation and service fees deducted for employees in the bargaining unit by the District.
- B. Membership Dues Deduction
  - 1. The District shall deduct in accordance with Union dues and service fee schedule, as submitted to the District business office each year, dues from the wages of all employees who are members of Union and submit to the District a dues authorization form.
  - 2. The District shall immediately notify the Union Secretary-Treasurer of any member who revokes a dues authorization.
  - 3. Employees in the bargaining unit who are not members of the Union on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall within thirty (30) days of this Agreement or their employment apply for membership and execute an authorization for dues deduction on a form from the Union.
- C. Service Fee

1. The District shall deduct from the salaries of employees not applying for membership, service fees as set forth in the Union dues and service fee schedule as submitted to the District business officer.
2. In the event that any Union member revokes a dues authorization, the District shall deduct from the salaries of such employees the service fee set forth in the Union dues and service fee schedule as submitted to the District business officer.

D. Conscientious Objection

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations for reasons of conscience shall not be required to join or financially support General Teamsters Local No. 137, as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. Any charitable organization exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue code mutually agreed upon between the District and Union, which is the Modoc Joint Unified School District Trustee Scholarship Fund.
- E. Such payment of the in-lieu service fee shall be made by authorizing the District to deduct service fees from the regular salary check of the employee each month worked and remit directly to the non-profit organization.
- F. Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teaching object to joining or financially supporting employee organizations pursuant to this Article, shall be made to the Union. Proof of payment shall be in the form of receipts or cancelled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before September 13<sup>th</sup> of each school year.
- G. Any unit member making payments as set forth above and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- H. Union shall indemnify and hold the District, the Board of Trustees, individual Board members and individual administrators harmless and defend any and all claims, demands or suits or any other action arising from the organizational security provisions contained herein.

I. DRIVE (Democratic/Republic/Independent Voter Education):

The District agrees to deduct voluntary contributions to D.R.I.V.E. from the paycheck of all employees covered by this Agreement who voluntarily elect to contribute. D.R.I.V.E. shall notify the District of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck.

**ARTICLE IV - SALARY AND HEALTH & WELFARE BENEFITS**

**Section 1:**

**1. Salary:**

The District's current salary schedule shall be as shown in Appendix A.

Effective October 1, 2018 the salary schedule will reflect an increase to each step by \$1

**2. Payment Option:**

All bargaining unit employees shall have the option (once per year) of receiving their paychecks in ten (10) or twelve (12) equal payments.

**3. Longevity:**

Effective July 1, 2018, employees who have completed seven (7) years of District employment will receive a longevity increment of 3% per annum beginning in the eighth year of service. Employees who have completed ten (10) years of District employment will receive a longevity increment of 3% per annum in the eleventh year of service and after completion of fifteen (15) years, a 3% longevity increment per annum beginning in the sixteenth year of service, and after completion of twenty (20) years, a 3% longevity increment per annum beginning in the twenty-first year of service based on the current salary schedule.

**4. Professional Growth:**

All bargaining unit members on the Aide Salary Schedules shall be eligible for professional growth, subject to prior approval by the District for the following areas:

After the employee has three (3) years of District service;

By completing college units or clock time in seminars that are job related (units earned during the first three (3) years of service may apply towards professional growth);

After the first increment is earned, an employee may apply for the program every other year;

When an employee earns five (5) units or 75 clock hours, the employee will receive an additional 1.5% of their annual base salary;

The program is limited to five (5) units or 75 clock hours every other year;

Suggested courses to be taken for professional growth are listed in Appendix B.

#### **5. In-service Education:**

In-service days that are in addition to the 183 contracted working days shall be paid at the individual's daily rate. If the employee does not attend the full in-service (whether by total hours or by day), the employee shall receive no compensation.

### **Section 2 - Health Benefits:**

The maximum monthly District contribution for health insurance for insured unit members shall be \$507.00 per month for instructional aides, on behalf of the "employee only" for all aides holding regularly scheduled positions of five (5) or more hours per day for ten (10) months per year. All insured unit members shall pay, monthly, by automatic payroll withdrawal, all sums in excess of the District's contribution for insurance premiums in order to fully fund such insurance premiums, monthly. The parties agree and understand that pursuant to the Northern California General Teamsters Security Fund, Subscriber Agreement, the District's share of the required monthly insurance premium contribution does not fully pay the full monthly premium required and that therefore the employer shall deduct all the remaining amounts from the paychecks of eligible employees in order to fully fund the monthly insurance premiums and remit such amount to the Teamsters Security Fund. Said payment will be to secure medical, dental, prescription drug and vision coverage as offered through Northern California General Teamsters Security Fund, Plan E Plus. Open enrollment will be governed by the rules of the Security Fund. There are 21 aide positions; five (5) positions will be established as eligible for the above benefit. These benefited

positions will be posted as such when current employees retire or leave employment.

Under Plan E Plus, there is an “opt out” provision should one of the five (5) benefited aides have “proof of other insurance”.

<b>Calendar Year 2018</b>			
Plan	Total Plan Cost	District Tiered Cap	Employee Out of Pocket
Emp Only	663.00	507.00	156.00

<b>Calendar Year 2019</b>			
Plan	Total Plan Cost	District Tiered Cap	Employee Out of Pocket
Emp Only	676.00	507.00	169.00

**Section 3 - State Disability Insurance:**

All employees in the bargaining unit will pay the cost of State Disability Insurance benefits. Participation is required by all classified employees.

State Disability Insurance benefits may, at the employees' discretion, be integrated with vacation, compensation time and sick leave. Employees wishing to participate in the District’s Integrated SDI Payroll Processing system should submit a written request to the District Office in order to start the process.

**Section 4 - Combination Jobs:**

When an employee is regularly required to work in multiple job classifications (i.e. custodian/bus driver) the employee shall be compensated for all hours worked at the higher rate of pay.

**Section 5 - Compensation for Working Out-of-Class:**

When an employee is required by the District to work in a higher classification for four (4) or more consecutive hours, the employee shall receive the appropriate range and step for the classification worked or five percent (5%) above the employee's base pay, whichever is higher.

**Section 6 - Payroll Errors:**

In the event an error resulting in underpayment is made in the employee(s) salary warrant, the District shall correct the error within five (5) days using revolving funds if necessary. In the event a payroll error results in an overpayment, the District and the employee shall mutually agree to a repayment schedule.

**Section 7 - Step Increases:**

All employees are to be placed on a July 1 anniversary date. New hires between July 1 and December 31 advance on the next July 1. New hires between January 1 and June 30 advance on July 1 of the year next following employment.

**Group Promotion:**

When an employee is promoted within their classification, he or she shall be placed at the step in the higher group which is closest to their current rate of pay, but higher. When a higher group exists in the employee's current classification, the request for group promotion will be made by the immediate supervisor of the employee to the superintendent based upon the employee already performing duties in the higher group, per job description, or the employee will be performing the duties in the higher group, per current job description. The request will be forwarded to the Board of Trustees for final approval.

**Section 8 - IRS Section 125 Benefit Plan:**

Employees shall participate in payroll deductions of pre-tax earnings for payment by the District of employees' medical and dental insurance premiums and child/dependent care expenses in accordance with Section 125 of the Internal Revenue Code and Resolution No. 91-203. An employee may elect not to participate by signing the appropriate authorization form.

**ARTICLE V - HOURS & OVERTIME**

**Section 1 - Workweek:**

The workweek will normally consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. The above constitutes full-time employment in the District.

**Section 2 - Workday:**

The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.



All employees who work four (4) or more hours per day shall receive a minimum of one-half (1/2) hours unpaid duty-free lunch. Lunch period shall be scheduled as near as possible to the mid-portion of an employee's work shift or as mutually agreed.

In the event a supervisor interrupts the employee's scheduled lunch period by requiring the employee to perform assigned work, the employee shall be allowed to resume their lunch period and make up the lost time.

### **Section 3 - Work Year:**

Employees working outside their normal annual assignment may work on an "as needed" time carded basis.

The normal work year shall be:

For ten (10) month aides – 183 days;  
each plus applicable vacation days.

### **Section 4 - Overtime:**

Overtime is defined to include any time required and authorized to be worked in excess of eight (8) hours in any one day in excess of forty (40) hours in any workweek. All overtime shall be compensated at the rate of pay equal to time and one-half (1 ½) the employee's regular rate of pay.

### **Section 5 - Holidays:**

All hours worked on a holiday designated by this Agreement shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay, in addition to the employee holiday pay. Employees who are required to work four (4) or more hours a day during the workweek shall be compensated for any work required to be performed on the 6th or 7th day following the commencement of the workweek at the rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.

### **Section 6 - Average Workday:**

An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the 7th day following commencement of his/her workweek, shall be compensated for a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.

### **Section 7 - Distribution of Overtime:**

Overtime shall be offered on the basis of District needs and distributed on a flexible equitable basis by classification(s). Cumulative overtime hours lists shall be posted at each school site for each classification(s) on a monthly basis.

### **Section 8 - Right of Refusal:**

An employee shall have the right to reject an offer or request for overtime or callback, on call, or call-in time except in cases of an emergency as determined by the District. The employee shall receive a minimum of two (2) hours work (or pay at the appropriate overtime rate) if the employee is called in or called back to work.

### **Section 9 - Standby Time:**

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as other hours worked under this Agreement. Standby time is defined as time during which an employee is, through no fault of his/her own, not able to work but is awaiting work. This does not include the employee's free time while on out-of-town field trips, conferences, workshops, etc.

### **Section 10 - Rest Periods:**

All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarters (3  $\frac{3}{4}$ ) hours worked or major fraction thereof.

Specified periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors.

An additional fifteen (15) minutes of paid time for a total of thirty (30) minutes will be granted for employees that work 11  $\frac{3}{4}$  hours as a meals/rest period.

Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

### **Section 11 - Compensatory Time Off:**

An employee in the bargaining unit shall have the option to elect to take compensatory time off ("C.T.O.") in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime. Compensatory time shall

be taken at a time mutually acceptable to the employee. An employee may be able to accumulate C.T.O. up to a maximum of twenty-four (24) hours, at any one time. C.T.O. hours accumulated above that amount will be paid to the employee in the next warrant period.

## **ARTICLE VI - WORK PERFORMANCE EVALUATIONS**

Employees shall be evaluated not less than one (1) time per year by their immediate supervisors. Supervisors shall base their evaluations upon direct knowledge and observation of the employee's job performance. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Each employee shall be provided with a copy of each evaluation of their performance within a reasonable period of time after its preparation. Each employee shall be given the opportunity to sign the copy of the evaluation form, which will be placed in their District personnel file. Such signature indicates only that the employee has had the opportunity to review the evaluation with the immediate supervisor, and does not necessarily indicate agreement with the evaluation rendered. Any classified employee shall have the right to attach his/her opinion of the evaluation to that of the immediate supervisor.

### **Probationary Employees:**

In order to allow time to correct any areas of concern, probationary employees will have their first evaluation completed by their immediate supervisors by the beginning of their seventh (7<sup>th</sup>) month of employment.

## **ARTICLE VII - SAFETY**

Safety shall be a matter of concern for all parties and the Board will endeavor to ensure that safe working conditions prevail.

### **No Discrimination:**

Neither the District nor Union shall discriminate in any way against any employee as a result of reporting any condition believed to be a violation of state or Federal safety regulations.

## **ARTICLE VIII - TRANSFERS/VACANCY**

### **Job Site Transfers:**

Where possible, no employee shall be assigned to work in work locations other than the employee's normal work site for a period in excess of twenty (20) consecutive working days. No employees shall be given an involuntary transfer for a punitive or discriminatory reason.

Any employee who has consented to remain at a work site other than the employee's normal work site for a period in excess of five (5) days may at any time request in writing to be returned to the regular work site.

**Vacancies:**

Employees in the classified bargaining units shall be given equal consideration if filling any job vacancy within the classified bargaining units. Notice of all job vacancies within the classified bargaining units shall be posted for a period of six (6) working days.

The notice shall include pertinent job information.

Any employee in the classified bargaining units may file for the vacancy by submitting written notice to the personnel department within the filing period and existing employees shall be interviewed. When qualifications of applicants are equal, as determined by the District, the District shall give preference to unit members over non-unit members.

The District shall include a classified union representative in screening and interview committees for hiring classified unit positions.

**Medical Transfers:**

The District may, in its sole discretion, offer alternative work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. A physician's certificate shall be required showing that the individual is able to perform the duties of his/her new position.

**Mileage Compensation during Temporary Assignments:**

Any employee required to drive a non-District vehicle to a work site on a temporary assignment which is more than five (5) miles from his/her normal work site, shall be compensated for the total mileage difference between his/her work site and his/her temporary work site at the amount established by the District for mileage reimbursement.

**ARTICLE IX - SICK LEAVE**

**Leave of Absence for Illness or Injury:**

Employees working five (5) days a week shall earn one (1) day of paid sick leave per full month of employment with the District to a maximum of twelve (12) days per year. For example, a ten (10) month employee shall earn ten (10) days. Less than five (5) days per week employees shall have their sick leave pro-rated.

Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day of illness.

The Superintendent may require that a claim for sick leave be supported by a written verification of the attending Physician.

Members of the bargaining unit absent due to illness or injury must make every effort to notify their immediate supervisor or their department head of their intent to be absent, the nature of the illness, not later than one-half hour before the start of their work shift, in order to be eligible for paid illness or injury leave.

At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

When an employee is absent from his/her duties for a period of five (5) months or less due to injury or illness whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid to fill his/her position.

## **ARTICLE X - LEAVES**

### **Bereavement Leave:**

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period not to exceed three (3) days. If out-of-state travel is required, or if travel within the state is required which exceeds 200 miles (one-way), the leave shall be for a period not to exceed five (5) days. (See Personal Necessity Leave)

The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or relative of either spouse living in the immediate household of the employee.

Members of the bargaining unit shall make every effort to notify, or cause to be notified, their immediate supervisor or department office prior to the start of their regular work shift to request bereavement leave. Employee shall provide the District with a signed statement identifying the family relationship of the deceased and provide such proof of eligibility as may be required by the District upon their return in order to be eligible for leave.

### **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 District shall pay the employee the difference, if any, between the amounts received for the jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for the jury duty shall not be considered in the amount received for jury duty. If any employee in the bargaining unit whose regular assigned shift commences at 4:00 p.m. or after and he/she is required to serve later than 12:00 p.m. on jury duty, he/she shall be relieved from work with pay.

The District may require verification of jury duty. Employees are required to return to work during any day or portion thereof in which jury duty services are not required.

**Personal Necessity Leave:**

Up to seven (7) days of absence earned for sick leave may be used by the employee, at his/her election, in cases of personal necessity on the following basis:

The death of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave section of this Article;

As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family, as defined under bereavement leave;

When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.

Members of the bargaining unit shall contact their immediate supervisor or department office prior to the start of their regular work shift. Failure to do so may result in ineligibility for paid leave.

The District and Union both recognize that from time to time employees have a legitimate need to be absent during normal working hours in order to attend to pressing personal business which cannot be attended to during off-duty hours. Therefore, employees shall be granted the right to use up to three (3) of the seven (7) personal necessity days for reasons of personal business, which are not listed above. It is understood and agreed to by the parties that such personal business leave shall not be used by any classified employee for purposes of recreation, travel or entertainment. The employee shall notify the District, in writing, as far in advance as possible. Permission to take leave for personal business must be secured prior to commencing such leave from the employee's immediate supervisor. Permission shall not be unreasonably withheld.

The claim for court or administrative tribunal leave will be supported by a copy of the subpoena or other court document. In the case of accident or illness, the District may request, in addition to the employee's written statement, that the employee substantiate the claim by a written physician's statement or in the case of property damage, verification by a public official.

**Industrial Accident & Illness Leave (Worker’s Compensation Leave):**

In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this state, the employee shall be entitled to the following benefits:

An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.

Payment of wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation Laws of this State at the time of the exhaustion of the benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position or a comparable position without loss of pay or benefits.

Unit members are entitled to leave under these provisions based on any claim with the District’s worker’s compensation insurance carrier accepts as valid.

**Military Leave:**

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

**General Leaves:**

When no other leaves are available, leave of absences may be granted to an employee on a paid or unpaid basis at the sole discretion of the District.

**ARTICLE XI - HOLIDAYS**

**Scheduled Holidays:**

The District agrees to provide all twelve (12) month employees in the bargaining unit with the following paid holidays. Less than twelve (12) month employees shall receive those holidays falling in their work year.

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day before Thanksgiving (in lieu of Lincoln's Day)  
Day after Thanksgiving (in lieu of Admission's Day)  
Christmas Day

**Additional Holidays:**

Every day declared by the President or Governor of this state as a paid public fast, mourning, thanksgiving, or holiday, or any day declared a paid holiday by the Governing Board under Education Code shall be a paid holiday for all employees in the bargaining unit.

**Holiday Eligibility:**

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Employees in the bargaining unit who are not normally assigned to duty during the school holidays of Christmas Day, New Year's Day, or Memorial Day shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

**Teacher-Training Days:**

Any day granted as a teacher-training-day, teacher institute, or teacher-parent conference day by whatever name for whatever purposes is a workday for all classified employees.

**ARTICLE XII - VACATION PLAN**

**Section 1 - Eligibility:**

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

**Section 2 - Paid Vacation: (12 Month Employees):**

Except as otherwise provided in this Article, paid vacation shall be granted or paid out no later than the fiscal year immediately following the fiscal year that it is



earned. Where desired by the employee and agreed to by the District, the paid vacation shall be granted in the fiscal year in which it is earned.

### **Section 3 - Paid Vacation: (Less Than 12 Month Employees):**

Employees have the option of receiving accumulated vacation pay during the school year. In the event employees have unused, accumulated vacation remaining at the end of the school year, they shall receive vacation pay for the unused vacation in a lump sum payment. Employees electing to receive vacation pay at either the winter or spring recess, must give written notice at least thirty (30) days prior to the relevant time period in order to receive such pay. No advance against unearned vacation shall be paid.

10 & 11-month employees hired after March 1, 2006 shall have their vacation pay incorporated into their contract payroll year, which will be paid at the end of their contracted school year. Effective with the 2006/2007 school year, any current 10 & 11-month employee may also elect to have their vacation pay incorporated into their contract payroll year, which will be paid at the end of their contracted school year, and will then no longer be eligible to take vacation time off during the school year. The superintendent may make exceptions for time off in the case of special circumstances.

### **Section 4 - Accumulation:**

Vacation time shall be earned and accumulated on a monthly basis for all employees at the rate of:

.83 of the employee's workday for each month in which the employee is in a paid status for more than one-half the working days in the month;

After five (5) years of service, the above specified employee shall accumulate vacation as indicated above at a rate of 1.00 of the employee's workday per month of service;

After ten (10) years of service, accumulation is calculated as above at a rate of 1.25 days per month of service;

After fifteen (15) years of service, accumulation is calculated as above at a rate of 1.41 days per month of service.

### **Section 5 - Vacation Scheduling:**

Every effort shall be made to grant an employee's vacation request. In the event of conflicts in vacation scheduling between bargaining unit employees, the principle of seniority shall be observed whenever practicable. The District shall not be permitted to change any employees scheduled vacation once the

employee's vacation has been approved by his/her immediate supervisor unless extenuating circumstances arise for the District.

### **ARTICLE XIII - LAYOFF, RE-EMPLOYMENT AND ITS EFFECTS**

#### **A. Layoff:**

Employees shall be subject to layoff for lack of work or lack of funds. Layoff includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

#### **B. Specially Funded Programs:**

When, as a result of the expiration of a specially funded program, employees' positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before May 29, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded program is other than June 30., such layoff notice shall be given not less than thirty (30) days prior to effective date of layoff to forty-five (45) days prior to effective date of layoff.

#### **C. Notice:**

When, as a result of a bona fide reduction or elimination of the service being performed by any department, employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than forty-five (45) days prior to effective date of layoff and informed of their displacement rights, if any, and re-employment rights.

#### **D. Lack of Funds:**

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, or layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by aforementioned sections.

#### **E. Definitions:**

- a. Classification and class means a particular employment position as listed in Appendix "A."
- b. "Class" means a group of classifications within a job occupational family which have common characteristics as listed in Appendix "A."
- c. For purposes of this article, seniority (i.e. "length of service") shall be based on the date of hire (i.e. first day of work) within the class, excluding any periods of unpaid leave in excess of sixty (60) consecutive work days and service performed prior to entering into the probationary status.

Therefore, a unit member who works or has worked in two or more classes may achieve seniority in each separate class. Seniority in two or more classes is determined by the amount of time worked in each class. For example, if a person works five years in one class, then the person has five years of seniority in that class and if the person works three years in another class, then the person has three years seniority in that class. Seniority in separate classes shall not be combined for the purposes of layoff.

**F. Layoff Procedures:**

Unit members shall be subject to layoff for lack of work or lack of funds or as otherwise provided by law.

1. Layoff includes any reduction in hours of employment or assignment to a class or grade lower than that in which the unit member has permanence, voluntarily consented to by the unit member (pursuant to these provisions), in order to avoid interruption of employment by layoff
2. Order of Notice of Layoff. The order of notice of layoff within the classification affected shall be determined by length of service within the class. The unit member who has been employed the shortest time within the classification, plus other higher classifications within the same class, shall be laid off first.

Notwithstanding the above, it is agreed and understood that the District has the right to discontinue a function or service performed by a particular position within a classification.

In case of two or more unit members having identical seniority, the seniority shall be determined by lot.

3. Options of Unit Members Notified of Layoff. The District shall notify a unit member whose position has been eliminated that he/she must elect one of the following within five (5) working days of receipt of notice. Except for options (a) and (g), the following options are listed in priority order, and the unit member must select the first applicable option. The unit member has the right to select options (f) or (g) regardless of the availability of other options listed.
  - a) Select a vacant position in the same classification which is equal in number of hours of employment;

- b) Displace the least senior unit member from the least senior remaining position in the same classification which is equal in number of hours of employment;
- c) Select another classification in a vacant position in which the unit member has previously completed the probationary period, which has an equal number of hours of employment and for which the unit member possesses the required licenses or certificates;
- d) Displace the least senior unit member in another classification from the least senior remaining position in which the unit member has previously completed the probationary period and for which the unit member has greater seniority in that classification, and for which the unit member possesses the required licenses and certificates.
- e) Select options (a) through (d) which have fewer number hours of employment.
- f) Elect to be laid off.
- g) Elect a service retirement.

The District is not required to split the hours of a position in order to accommodate the employment of any unit member whose position has been eliminated.

4. Prior to any layoff, the District shall post a seniority list of unit members. The District shall also provide Teamsters with a copy of the seniority list.

**G. Reduction in Hours:**

1. Unit members shall be subject to reduction in hours for lack of work or lack of funds, including the reduction or elimination of service being performed by the District.
2. The District may reduce the hours of unit members upon sixty (60) days written notice to the unit member.
3. Unit members whose hours are reduced are eligible for reinstatement of hours in their former classification for a period of sixty-three (63) months, if the District increases hours of existing positions within the class. Reinstatement of reduced hours shall be based on seniority, except where the District determines to implement the reinstated hours of service during the same hours which the unit member is already service and, in that event, may offer the hours to any other person.

#### **H. Re-employment after Layoff:**

1. Re-employment shall be in the reverse order of layoff. Unit Members who are laid off are eligible for re-employment in their former classification for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such unit members laid off shall have the right to apply for promotional positions within the District during the thirty-nine (39) month period. Before offering re-employment, the District may reorganize, restructure, and reassign unit members within their classifications.
2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members laid off for a period of sixty-three (63) months provided that the same tests of fitness under which they qualified for appointment still apply.
3. Refusal of two (2) offers of re-employment to the classification from which laid off shall cause removal from the list and the loss of any re-employment rights.
4. Offers of re-employment shall be made either by personal service or First Class Mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the unit member's signature. Failure to so reply within ten (10) working days from date of personal service or of mailing of the offer of re-employment shall be deemed a refusal of that offer of employment. It is the responsibility of each unit member on a re-employment list to file with the District Office a current mailing address.
5. A unit member who is laid off and subsequently rehired from a re-employment list shall have the accrued sick leave balance as of the date of layoff reinstated.

#### **I. Completion of Meeting and Conferring Regarding the Impact of Layoff:**

This concludes negotiation on all aspects of the impact of layoff and, in the event of layoff, the District is not required to, and the District and Teamsters specifically waive negotiation regarding impact of layoff of unit members.

#### **J. General Provisions:**

It is the intent of the parties that the District has the right to direct the work force in order to provide services and educational programs.

### **ARTICLE XIV - GRIEVANCES**

**A. Definitions :**

A "grievance" is a formal written allegation by an employee that the employee has been adversely affected by a violation of specific provisions of this Agreement. Actions to challenge or change the provisions of this Agreement or the policies of the District as set forth in the Board policies and Administrative regulations and procedures must be undertaken through separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board or by the Administrative regulations and procedures of the District are not within the scope of this procedure.

A "grievant" is any classified employee of the District covered by the terms of this Agreement.

A "day" is any day in which the central administrative office of the Modoc Joint Unified School District is open for business.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

**B. Level I**

Before filing a formal written grievance, the grievant shall attempt to resolve a problem through at least one (1) conference with the employee's immediate supervisor.

**C. Level II**

If such a problem is not settled at Level I, the grievant must present the employee's grievance in writing on the appropriate form to the employee's immediate supervisor within five (5) days after the occurrence of the act or omission giving rise to the grievance. The District grievance form shall be available at each school

This statement shall be a clear, concise account of the grievance, the specific contract provision alleged to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

The supervisor shall communicate the decision to the employee in writing within five (5) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits either the employee or the supervisor may request another personal conference on the grievance.

**D. Level III**

If the grievant is not satisfied with the decision at Level Two, he/she may, within ten (10) days appeal the decision in writing to the superintendent or designee. This statement shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for this appeal.

The superintendent or the employee's designee shall communicate the employee's decision to the grievant within ten (10) days. If the superintendent or the employee's designee does not respond within the time limits provided, the grievant may appeal to the next level.

**E. Level IV**

If the grievant is not satisfied with the decision at Level Three, he/she shall use the services of a State mediator to assist the parties in resolving the grievance. If the use of the State mediator does not resolve the grievance, the grievant may appeal the grievance within ten (10) days of completing the mediation process. The Teamsters must consent, in writing, to moving the grievance to mediation. Neither party may refer to any proposed solution offered by the other side during mediation at any subsequent step.

**F. Level V**

If the grievance is not resolved at Level Three (3) or Four (4), the employee shall file, within ten (10) days, a receipt of the recommended resolution, a request for advisory arbitration, outlining the basis for the grievance and the requested adjustment, and including the written proposed resolution received at Level Three (3) and Four (4). The Teamsters must consent, in writing, to moving the grievance to arbitration.

The advisory arbitrator shall be an arbitrator chosen by mutual Agreement of the District and the Union. The neutral shall be selected from a list of arbitrators provided by the State Mediation and Conciliation Service, except that the parties may mutually agree to another mode of selection.

The District and the Union shall bear the arbitration expenses equally, excluding any fees incurred by a party for their own representation.

Upon submission of the grievance at Level Three, the advisory arbitrator shall be chosen within twenty-two (22) working days. After selection of the arbitrator, a hearing shall be conducted as soon as is practical.

The arbitrator shall have no power to add to or subtract from the Agreement. The arbitrator shall not establish salary structures. The arbitrator shall, within ten (10) days after the completion of the hearing, submit its recommendations to the Governing Board (with copies to the Union and grievant), unless otherwise agreed by the parties.

Within ten (10) days of receipt of the panel's recommendation, the Governing Board shall render a final and binding decision, absent appeal to a court of competent jurisdiction.

The grievant retains the right to bypass arbitration and appeal the Superintendent's decision directly to the Governing Board.

## **ARTICLE XV - RETIREMENT BENEFITS**

The District shall provide retirement benefits to bargaining unit members in compliance with Modoc Joint Unified School District Policy BP 4217.13. That policy shall be modified only to the extent that, if an employee provides the District with written notice pursuant to policy, the employee may qualify for retirement benefits by retiring in full from employment with the Modoc Joint Unified School District effective June 30 of the year of application.

## **ARTICLE XVI - CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward including all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by Union, Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District. It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in the District policy, or by Education Code from any employee and/or Union. During the term of this Agreement, the District agrees not to engage in any lockout of employees covered by this Agreement.

## **ARTICLE XVII - SAVINGS PROVISIONS**

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

## **ARTICLE XVIII - ENTIRE AGREEMENT**

The Union agrees that this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment, and that during the term of the



Agreement neither the District nor the Union will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in the Agreement. The Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement.

**ARTICLE XIX - TERM OF AGREEMENT**

This Agreement shall remain in full force and effect up to and including June 30, 2021, and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other of its request to modify, amend, or terminate the Agreement. This notification shall occur in writing no later than 120 days prior to the expiration date of this Agreement. The Union shall have the right to designate three (3) employees, who shall be given thirty (30) hours of paid release time, which shall be taken in one-half (½) day increments to participate in negotiations. The cost of any additional release time necessary for participation in negotiation shall be borne equally by the Union and the District.

Reopening for wages and benefits for the 2019-2021 School Year

Possible Reopening: If the District reaches agreement with the CTA for the 2019/2020 and/or the 2020/2021 school years for a percentage compensation increase in excess of the percentage compensation increase awarded to the Teamsters for either of such school years, then within 30 days of the settlement with CTA, Teamsters may reopen negotiations on the topic of compensation only on that school year or years upon written notice to the District.

**GENERAL TEAMSTERS LOCAL 137**

(Aides Bargaining Unit)  
3540 S. Market Street  
Redding, CA 96001

By: \_\_\_\_\_

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

**MODOC JOINT UNIFIED SCHOOL DISTRICT**

(Aides Bargaining Unit)  
906 West 4<sup>th</sup> Street  
Alturas, CA 96101

By: \_\_\_\_\_

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

**APPENDIX 'A' - SALARY SCHEDULE**

2018-2019 Instructional Aide Salary Schedule  
Effective: October 1, 2018

GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
I 0 UNITS	\$12.00	\$12.00	\$12.00	\$12.00	\$12.60	\$13.18	\$13.69
II 15 UNITS	\$12.00	\$12.00	\$12.00	\$12.48	\$13.08	\$13.69	\$14.15
III 30 UNITS	\$12.00	\$12.00	\$12.37	\$12.93	\$13.55	\$14.15	\$14.69
IV 45 UNITS	\$12.00	\$12.31	\$12.85	\$13.43	\$14.06	\$14.70	\$15.23
V AA DEGREE	\$12.00	\$12.73	\$13.31	\$13.93	\$14.59	\$15.24	\$15.81

**BI-LINGUAL INSTRUCTIONAL AIDE SALARY SCHEDULE**

GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
I 0 UNITS	\$12.00	\$12.20	\$12.30	\$12.85	\$13.41	\$14.06	\$14.59
II 15 UNITS	\$12.00	\$12.20	\$12.73	\$13.31	\$13.93	\$14.58	\$15.13
III 30 UNITS	\$12.00	\$12.63	\$13.18	\$13.79	\$14.35	\$15.12	\$15.67
IV 45 UNITS	\$12.47	\$13.09	\$13.69	\$14.30	\$14.96	\$15.68	\$16.26
V AA DEGREE	\$12.95	\$13.55	\$14.15	\$14.83	\$15.51	\$16.26	\$16.87

Longevity: 3% for years 8-10, 3% for years 11-15, 3% for years 16-20, and 3% for years 21+

## **APPENDIX 'B' - SUGGESTED COURSES TO BE TAKEN FOR PROFESSIONAL GROWTH**

The following is a list of some of the many courses available that may be taken for professional growth. The courses listed under "General" apply to all job classifications, whereas courses under the other categories apply to specific positions.

If you wish to take a course that is not included in either the general listing or in the listing under your position title, application for credit must be made with the Superintendent. The appropriate forms may be obtained from your principal's secretary or from the Superintendent's office.

### I. GENERAL

A. Any course(s) that pertains to the attainment of a high school diploma.

B. General Education Courses:

1. Child Development
2. English and Speech
3. Social Sciences
4. Psychology
5. Ethnic Studies
6. Life Science and Physical Science
7. Health Education
8. Reading Improvement
9. Typing
10. First Aid
11. Spanish
12. General Math
13. Human Relations
14. Oral and Non-Verbal Communication
15. Leadership and Management Training
16. Job Ethics

C. In-service programs appropriate to your field of employment.

D. Other appropriate courses approved by the Professional Growth Committee.

II. CLERICAL SERVICES (that includes Secretaries, Typist Clerks, Account Clerks, Attendance Clerks, etc.)

SECRETARIES, CLERKS, ETC.

- A. Business Courses
  - 1. Calculators/Adding Machines
  - 2. Business Correspondence
  - 3. Advanced Typing
  - 4. Shorthand
  - 5. Introduction to Business
  - 6. General Office Procedures
  - 7. Duplicating Procedures
  - 8. School District Business Practices
  - 9. Introduction to Data Processing
  - 10. Survey of Business Law
- B. Accounting Procedures
  - 1. Principles of Accounting
  - 2. Financial Statements
  - 3. Payroll Accounting
  - 4. Fundamentals of Fiscal Administration
- C. Law
  - 1. Survey of Business Law
  - 2. Law in Our Society
- D. Library Science
  - 1. Library Techniques/Processes
  - 2. Introduction to Audio-Visual Procedures
- E. Data Processing Procedures
  - 1. Data Processing Basics
  - 2. Cobol Programming
  - 3. Fortran Programming Language
  - 4. RPG Programming Language
  - 5. Assembler Language
  - 6. Data Processing Systems
  - 7. Computer Mathematics
- F. Anatomy
- G. Bandaging and Taping Courses
- H. First Aid
- I. Physical Education Courses

III. FOOD SERVICES

- A. Principles of Quantity Food Preparation
- B. Preparing School Meals
- C. Menu Planning
- D. Principles of Food Preparation

- E. Salads/Sandwiches
- F. Baking/Desserts
- G. Entrees
- H. Quantity Food Preparation Lab
- I. Catering
- J. Community Feeding Programs
- K. Food Production Management
- L. Food Purchasing
- M. Sanitation Safety/Environmental Control
- N. Restaurant Accounting/Cost Control
- O. Health Care Dietary Service
- P. Health Care Food Service Management

IV. INSTRUCTIONAL SERVICES (that includes Instructional Assistants and Aides)

- A. Business courses (all classes pertaining to typing, filing, office machines, record keeping, and correspondence)
- B. Foreign language courses-Spanish and any other foreign language that would be applicable to assignment
- C. Teacher aide program offered by Lassen Community College
- D. Other courses pertaining to assigned subject area
- E. Library
  - 1. Library Techniques Processes
  - 2. Introduction to Audio/Visual Procedures
- F. Graphics
- G. Preparation of Instructional Materials
- H. Business Courses
  - 1. Typing
  - 2. Filing
- I. Anatomy
- J. Bandaging and Taping Courses
- K. First Aid
- L. Physical Education Courses

V. OPERATIONAL SERVICES (that includes Custodians, Grounds and Building/Equipment Maintenance Workers and Warehouse Workers)

CUSTODIANS, UTILITY LABORERS, GROUNDS MAINTENANCE WORKERS

- A. Agriculture
  - 1. Pest Control
  - 2. Soil Conditions
  - 3. Weed Control
  - 4. Chemicals
- B. Entomology
- C. Horticulture

- D. Shops
  - 1. Wood
  - 2. Metal
  - 3. Welding
  - 4. Machine
  - 5. Auto
  - 6. Floor Covering
- E. Fire Science

### BUILDING/EQUIPMENT MAINTENANCE WORKERS

- A. Shops
  - 1. Wood
  - 2. Metal
  - 3. Welding
  - 4. Machine
  - 5. Auto
  - 6. Floor Covering
- B. Fire Science
- C. Building and Related Codes
- D. Radio Telephone License Review
- E. Industrial Drawing
- F. Electronics
  - 1. Fundamentals of Electricity
  - 2. Introduction to Semiconductors
  - 3. Transistor Circuit Analysis
  - 4. Non-Linear Circuit Analysis
  - 5. Communications Electronics
- G. Math
  - 1. Beginning Math for Electronics
  - 2. Advanced Math for Electronics
  - 3. Calculus for Electronics

### WAREHOUSE WORKERS

- A. Office Skills
- B. Supervision Techniques
- C. Warehouse Organization
- D. Fire Science
- E. Business Mathematics
- F. School District Business Practices

- VI. SPECIAL SERVICES (which includes Campus Supervisors and Athletic Trainers)

CAMPUS SUPERVISORS, SECURITY AGENTS, SCHOOL/COMMUNITY SPECIALISTS

- A. Correctional Administration
- B. Police Science
- C. Administration of Justice
- D. Law
  - 1. Law in Our Society
  - 2. Student Rights
- E. Fire Science
- F. Anatomy
- G. Bandaging and Taping Courses
- H. First Aid
- I. Physical Education Courses

VII. TRANSPORTATION SERVICES

- A. Auto Mechanics
- B. Industrial Education Courses
- C. Administration of Justice
- D. First Aid
- E. Business Education
- F. Correctional Administration
- G. Fire Science
- H. Any technical seminars or meetings regarding the automotive industry-in order to receive credit for these, keep validated records of attendance
- I. Any technical course pertaining to transportation