

**Tentative Agreement between CSEA MT. DIABLO Chapter 43 and MDUSD
For 2015-16 ReOpeners
September 1, 2015**

Article 7—Overtime

30. Overtime Compensation Defined

Upon prior approval of the immediate supervisor, an employee may work overtime in an emergency or for any other valid reason. Overtime is work:

- a) On holidays. All employees assigned to work on holidays will receive cash compensation or compensatory time off at a rate of time and one-half in addition to the regular pay received for the holiday.
- b) In excess of eight (8) hours worked in any one (1) day.
- c) In excess of forty (40) hours worked in any one (1) week.
- d) Performed on the sixth or seventh day in any one (1) work week where an employee's assignment has averaged four (4) hours or more during the previous five (5) consecutive days.
- e) Performed on the seventh day in any one (1) work week where an employee's assignment has averaged less than four (4) hours during the work week.

32. ~~Call-In Minimum~~ Additional Pay Minimum

Any employee required or requested to ~~return to the work site~~ other than at a his/her regularly scheduled time shall be entitled to a minimum of two (2) hours compensation at the appropriate hourly rate. ~~The assignment shall include, but not be limited to:~~

~~Back to School~~

~~Open House~~

Pursuant to the Department of Industrial Relations, "[r]eporting time pay for hours in excess of the actual hours worked is not counted as hours worked for purposes of determining overtime."

Article 24—Salary

- (a) A 4% ongoing salary increase beginning at the midpoint of each employee's work year in the 2015/16 school year.
- (b) All provisions of this article remain status quo.

Article 33—Promotion

126. First Consideration

- (a) Permanent employee(s) in the bargaining unit shall be given first consideration in filling any job vacancies within the bargaining unit which can be considered a promotion, assuming such employee(s) has complied with the selection procedure.
- (b) For purposes of this section, first consideration to for "permanent employee(s) in the bargaining unit" shall include doing the following:

- 1) The Personnel Department reminding and strongly encouraging principals and managers to select permanent employees in the bargaining unit for promotions.
- 2) Determining that the candidate meets the minimum qualifications for the position.
- 3) Determining that the candidate has positive references and an overall satisfactory most recent evaluation.
- 4) Ensuring that internal candidates who meet 2 and 3 above, are interviewed prior to external candidates.
- 5) If an internal candidate is not selected, the principal or manager must provide a written rationale to Personnel. Personnel will convey the rationale to the candidate.

Article 36 Transfer

140. Voluntary Transfers

- (a) Bargaining unit members Permanent employee(s) in the bargaining unit seeking transfer within their classification shall be given first consideration in filling vacancies within the bargaining unit.
- (b) For purposes of this section, first consideration to bargaining unit members shall include doing the following:
 - 1) The Personnel Department reminding and strongly encouraging principals and managers to select current employees in the bargaining unit for promotions.
 - 2) Determining that the candidate meets the minimum qualifications for the position.
 - 3) Determining that the candidate has positive references and an overall satisfactory most recent evaluation.
 - 4) Ensuring that internal candidates who meet 2 and 3 above, are interviewed prior to external candidates.
 - 5) If an internal candidate is not selected, the principal or manager must provide a written rationale to Personnel. Personnel will convey the rationale to the candidate.

The remainder of section 140 would be renumbered

Article 39 Term

146. Duration

This agreement shall have a 3 year term, July 1, 2013 through June 30, 2016, or until a successor has been ratified by both parties.

147. CSEA and the District shall present proposals for ~~a successor Agreement~~ re-openers no later than April 15, 2014 and March 17, 2015; The parties shall present proposals for a successor Agreement no later than January 31, 2016.

Appendix E

Procedures for Adjustments to Timesheets

We understand that from time to time an employee's timesheet may have information that needs to be adjusted. District staff shall not cross through or white out or change information on the employee's timesheet. Any changes that need to be made to a timesheet will adhere to a consistent process as listed below;

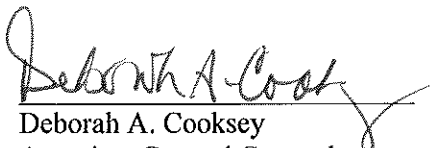
The site's process shall be:

- Office staff shall call the employee into the office to review the changes with the employee.
- The employee shall initial the agreed to change(s).
- The authorized approver shall initial the change(s).
- The timesheet shall be sent to the designated District department.

Once the employee's timesheet is delivered to Payroll/Designated Approver and a discrepancy is found, the procedure shall be:

- District Staff will call the Employee to notify them of the discrepancy(ies).
- District staff will send a follow-up email to the employee's district email, and the site office manager/worksite secretary and principal will be copied along with a scanned copy of the timesheet to be corrected.
- The employee will review and initial the changes in blue ink at the worksite.
- Once the employee approves the update, it is their responsibility to get the supervisor's approval.
- The site office manager/worksite secretary will email a copy of the corrected and initialed timesheet to the district office secretary/payroll staff member for continued processing. They will then pony the corrected timesheet with the original initials to the Payroll Department.
- If the employee fails to make timely corrections before the cutoff for the pay period, the timesheet will be processed as originally submitted and corrections will be made on the next pay period, after notifying the employee in writing.

FOR THE DISTRICT


Deborah A. Cooksey
Associate General Counsel



Nance Juner
Director of Fiscal Services

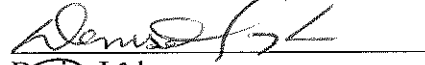

Wendi Aghily, Director of Special Education


FOR CSEA

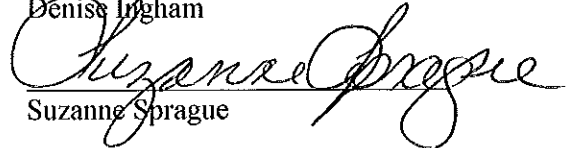

Annie Nolen, President


Kimberley Montano, Vice President


Vikke Phalen


Denise Ingham


Shawana V. Grace
Labor Relations Representative


Suzanne Sprague