

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
MT. DIABLO CHAPTER 43
INITIAL PROPOSAL FOR A SUCCESSOR CONTRACT FOR 2013 – 2016**

CSEA Proposes updating the following:

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Add section subheadings under article titles.

Article 2 COVERAGE

2. The list of job classifications shall be updated to include all positions in the bargaining unit.

The classifications of Assistant to the Hearing Impaired I and II shall be retitled to Assistant to the Deaf and Hard of Hearing I and II.

Article 4 ORGANIZATIONAL RIGHTS

- g. The District will provide CSEA with information on a monthly basis showing:
 - 1) All vacancies in existing bargaining unit positions
 - 2) All new bargaining unit positions
 - 3) All changes in unit member addresses, telephone numbers, and email
- h. All CSEA bargaining unit members shall be provided with a District email account.
- i. CSEA retirees shall be given first priority for working as substitutes in bargaining unit positions.

Article 6 HOURS OF WORK

All CSEA positions that were reduced for budgetary reasons during the term of the 2010-13 contract shall have their hours restored. Specifically, SEA positions reduced from 6 to 5 hours per day and SEA positions reduced from 5 to 3 hours per day.

Article 10 GENERAL TERMS RESPECTING LEAVES OF ABSENCE

49. Return from Leaves
 - a. Add the following to existing language:
If there is no vacancy available in the same classification, the employee may accept a position in a lower classification. Seniority shall follow the unit

member to the lower classification.

The employee will be offered a position in a lower classification only after the vacancy has been posted for lateral transfer and/or promotion. When a position in the unit member's former classification becomes available, the member will be offered the position before it is posted.

Article 23 SALARY ADMINISTRATION

89. Payroll Notification

No employee shall have any salary deductions made from his/her paycheck without his/her written permission. Employees shall be notified in advance of any payroll adjustment due to paycheck recalculation or any other reason. In the event of an overpayment by the District, the repayment schedule shall be negotiated and must be agreed upon by the employee.

Article 24 SALARY

CSEA proposes a 5% increase to the salary schedule for 2013-14. During the duration of this agreement, if any other MDUSD bargaining unit or employee group receives any increase in total compensation the parties agree to negotiate an equitable increase for the CSEA unit.

Article 25 EMPLOYEE BENEFITS

90. Coverage

2013-2016: The District shall pay the full cost of medical benefits at the Kaiser rate including any increased cost each year of this agreement. The District shall provide health, dental and vision coverage for all regular employees who work an average of four (4) hours or more per day or twenty (20) hours per week and for their eligible dependents

100. Cash In Lieu of Medical Coverage

The monthly cash in lieu of medical benefits payment shall be increased to the Kaiser single rate.

Article 31 EVALUATION

119. Personnel Files

- b. Replace the existing language in section b. with the following:
- b. Information of a derogatory nature, except material excluded from inspection by the Education Code or State Law, shall not be entered or filed unless and until the employee is given notice (twenty [20] days if personally received by the employee or thirty [30] days if mailed to the employee) and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction. An affected employee shall

provide a copy of derogatory materials placed in his/her official personnel file. An employee shall have the right to enter and have attached to any derogatory statement, his/her comments thereon.

Article 32 LAYOFF PROCEDURES

122. Notice

- a. A written notice of layoff shall be given to affected employees not less than ~~forty five (45)~~ sixty (60) days prior to the effective date of the layoff.

Article 33 PROMOTION

126. First Consideration

Permanent employees(s) in the bargaining unit shall be given first consideration in filling any job vacancy within the bargaining unit which can be considered a promotion or a voluntary demotion, assuming such employees(s) has complied with the selection procedure.

Appendix A SALARY SCHEDULE

Update Salary Schedule to include all bargaining unit positions.

Increase the range placement of Educational Interpreters to Range 656.