

AGREEMENT

by and between the



**California School Employees Association
Chapter 615**

and the

**Alameda County
Superintendent of Schools**

July 1, 2009 – June 30, 2012



ALAMEDA COUNTY OFFICE OF EDUCATION
SHEILA JORDAN, SUPERINTENDENT
313 WEST WINTON AVE. • HAYWARD, CA 94544-1136
www.acoe.org

CONTENTS

12/10

	PAGES		PAGES
ARTICLE I		ARTICLE XX	
RECOGNITION	1	WORK STOPPAGE AND LOCKOUT	35
ARTICLE II		ARTICLE XXI	
DEDUCTIONS FROM SALARY	1	CONSULTATION	35
ARTICLE III		ARTICLE XXII	
PERFORMANCE EVALUATION AND PERSONNEL FILES	2	SAVINGS CLAUSE	36
ARTICLE IV		ARTICLE XXIII	
ORGANIZATIONAL RIGHTS	4	TERM OF AGREEMENT	36
ARTICLE V			
HOURS AND OVERTIME	6	APPENDIX A – Referenced in Article I Bargaining Unit Classifications	37
ARTICLE VI		APPENDIX B – Referenced in Article II & IV CSEA Dues/Service Fee Schedule	38
PAY AND ALLOWANCES	10	APPENDIX C – Referenced in Article VIII Medical, Dental Coverage and Other Benefits	39
ARTICLE VII		APPENDIX D – Referenced in Article VI 2007-08 CSEA Salary Schedule	40
GRIEVANCE PROCEDURE	13	APPENDIX E – Referenced in Article VII Grievance Forms	42
ARTICLE VIII		APPENDIX F-1 – Referenced in Article III Instructional Assistant Performance Report	44
HEALTH AND WELFARE BENEFITS	17	APPENDIX F-2 – Referenced in Article III Classified Employee Performance Report	45
ARTICLE IX		APPENDIX G – Referenced in Article XI Request/Explanation for Personal Necessity Leave	46
HOLIDAYS	20	APPENDIX H – Referenced in Article IV Charitable Organizations	47
ARTICLE X		APPENDIX I – Referenced in Article IV Declaration	48
VACATION PLAN	22	APPENDIX J – Referenced in Article V 2010-11 Classified Calendar	49
ARTICLE XI		APPENDIX K – Referenced in Article XI Request for Leave Without Pay	50
LEAVES	24	APPENDIX L	
ARTICLE XII		Catastrophic Illness or Injury Leave	51
TRAINING LEAVE AND STUDY REIMBURSEMENT	30	APPENDIX M	
ARTICLE XIII		MOU – No Child Left Behind Act	53
TRANSFERS	31		
ARTICLE XIV			
SAFETY	32		
ARTICLE XV			
INSURANCE LIABILITY	33		
ARTICLE XVI			
CONTRACTING OUT	33		
ARTICLE XVII			
SEVERABILITY	33		
ARTICLE XVIII			
NEGOTIATIONS	34		
ARTICLE XIX			
BOARD AND SUPERINTENDENT RIGHTS	35		

ARTICLE I RECOGNITION

1.1 **Acknowledgment**

The Association is the exclusive bargaining representative for all classified employees holding those positions described in **Appendix A**, attached hereto and incorporated by reference as part of this Agreement. All positions, except those that are lawfully certificated, management, confidential, substitute, provisional, limited-term, and temporary; and employees otherwise exempt by law, shall be members of the unit.

1.2 No unit member, whether probationary or permanent, shall be denied benefits of this Agreement, nor shall any member be discriminated against because of the exercise of rights/ benefits provided in this Agreement.

ARTICLE II DEDUCTIONS FROM SALARY

2.1 **Deductions, General**

The Superintendent shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the Superintendent.

2.2 **Dues Deductions**

The Superintendent shall deduct, in accordance with the Association's dues and service fee schedule, attached hereto and marked **Appendix B**, dues and initiation fee, where applicable, from the wages of all employees who are members of the Association, on the date of the execution of this Agreement, or who later become members of the Association, and who have submitted dues deduction authorization forms to the Superintendent.

ARTICLE III
**PERFORMANCE EVALUATION
AND PERSONNEL FILES**

3.1 **Performance Evaluation**

3.1.1 **Evaluation Schedule**

- 3.1.1.1 Probationary employees shall be evaluated by their designated evaluator/supervisor not less than once during the six (6) month period.
- 3.1.1.2 Permanent employees shall be evaluated by their designated evaluator/supervisor at least once during each twelve (12) month period in paid status. After five (5) years of service, employees shall be evaluated no less than once every 24 month period in paid status.
- 3.1.1.3 Members shall be notified upon initial employment and change of assignment of their designated evaluator/supervisor.

3.1.2 **Evaluation Form**

The evaluation shall be reduced to writing on the form prescribed in **Appendix F-1 or F-2**. The evaluation shall be discussed with the employee, and the form shall be signed by the employee to indicate that he/she has read the evaluation. The employee may respond in writing on the form, or attach a written response thereto.

3.1.3 **Distribution**

The evaluation form shall be prepared in triplicate and distributed as follows: one copy to the employee, one copy to the evaluator, and one copy to the employee's personnel file.

3.1.4 **Evaluation Standards**

The evaluation shall be made upon the performance of duties and responsibilities assigned to the position held by the employee. No evaluation shall be based upon hearsay statements. Nothing in this Article, however, shall be construed to prohibit the evaluator from consulting with other persons for whom an employee works and who has direct knowledge of the employee's performance.

3.1.5 **Unsatisfactory or Needs to Improve Performance**

When an evaluation in any factor is Unsatisfactory or Needs to Improve, the evaluator shall:

- 3.1.5.1 Include in, or attach to, the evaluation report specific recommendations to the employee for correcting the Unsatisfactory or Needs to Improve performance.
- 3.1.5.2 Provide the employee, to the extent deemed feasible by the evaluator, assistance in correcting the Unsatisfactory or Needs to Improve performance.
- 3.1.5.3 Provide the employee a date by when improvement must be made.

- 3.1.5.4 When remediation is recommended, the evaluator shall discuss and plan with the employee, and when possible, establish mutually acceptable guidelines for improving the substandard performance.
- 3.1.5.5 Establish dates for additional evaluation sessions.
- 3.1.5.6 If the remediation plan provides for further study or training, the employee will be reimbursed for the costs of books, supplies, and tuition as defined by Article XII, Section 12.2 of this Agreement.

3.1.6 **Disciplinary Action**
Where disciplinary action, based upon evaluation of performance, is initiated, the employee may utilize procedures provided in Section 4815 of the Rules and Regulations of the Office of the Alameda County Superintendent of Schools Personnel Commission.

3.2 **Personnel Files**

3.2.1 **Location**
Personnel files shall be maintained in the Human Resources office.

3.2.2 **Access**
All personnel files shall be confidential and shall be available to authorized person(s) only when necessary for the proper administration of County Superintendent of Schools affairs. An employee shall have the right, at any reasonable time, to examine and/or obtain copies of any material from his/her personnel file, except material that includes ratings, reports, or records that were obtained prior to the employment of the employee. The employee's personnel file shall be available for inspection by the employee or a designated representative authorized by the employee.

3.2.3 **Contents**
Any authorized person who places material in a personnel file or drafts material for placement in a personnel file, shall sign and date the material. Employees shall be provided with copies of any such material at least ten (10) days before it is placed in the personnel file. An employee shall have the opportunity, during normal working hours and without loss of pay, to initial and date the material and prepare a written response thereto. The written response shall be attached to the material and shall indicate the date it was placed in the file.

3.2.4 **Disciplinary Action**
No disciplinary action shall be taken against an employee based upon material not in the employee's personnel file.

ARTICLE IV ORGANIZATIONAL RIGHTS

4.1 **Organizational Rights**

The Superintendent shall provide the Association with the following:

- 4.1.1 Access, at reasonable times, to areas in which employees work.
- 4.1.2 Use of, without charge, office bulletin boards, mailboxes, and the use of non-US mail internal mail systems.
- 4.1.3 Use of institutional equipment, facilities, and buildings pursuant to regulations governing community use of such items.
- 4.1.4 Notice of new employees, to be mailed monthly and forwarded to a representative designated by the Association. The notice shall indicate the employee's classification and primary job site.
- 4.1.5 Upon request, one (1) copy of any and all written reports generated by the Superintendent and sent to any other governmental agency.
- 4.1.6 Two (2) copies of any budget or other financial material submitted to the Board of Education.
- 4.1.7 The opportunity to conduct and/or attend meetings for bargaining unit members during working hours, not to exceed ten (10) hours in any one fiscal year. The Association must request approval of the Superintendent ten (10) days prior to the meeting.
- 4.1.8 Not more than eight (8) days during each year of this Agreement, without loss of pay, to a representative(s) of the Association for the purpose of conducting Association business. The representative(s) shall provide written notice of proposed absence to the appropriate Director(s) no less than two (2) weeks in advance of the proposed absence.

4.2 **Distribution of Agreement**

Within a reasonable time after the execution of this Agreement, the Superintendent shall provide, without charge, one (1) copy of this Agreement to each employee. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the Superintendent, without charge, at the time of employment.

- 4.2.1 The Superintendent shall also provide a copy of the Alameda County Office of Education's mission statement, organizational charts, and an orientation to all new employees.

4.3 **Organizational Safety**

- 4.3.1 An employee who is a member of the Association, or who applied for membership, shall sign and deliver to the Superintendent an assignment authorizing payroll deductions for membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and July 31 of the year following the conclusion of this Agreement.

- 4.3.2 Employees employed after the date of ratification of this Agreement by the parties, or employees having revoked membership dues payroll deduction authorizations, shall as a condition of continued employment, within thirty (30) calendar days of employment or revocation, retroactive to the date of employment or revocation, either:
 - 4.3.2.1 Apply for membership in the Association, execute and deliver a membership dues payroll deduction authorization, or
 - 4.3.2.2 Execute and deliver a service fee payroll deduction authorization, or
 - 4.3.2.3 Make arrangements with CSEA for direct payment of membership dues or service fees to CSEA.
- 4.3.3 The Superintendent shall make available to employees forms and materials provided by CSEA to accomplish the obligation pursuant to 4.3.1 and/or 4.3.2.
- 4.3.4 Pursuant to authorization for payroll deduction of membership dues or service fees, the Superintendent shall deduct such dues or service fees tenthsly in accordance with the dues and service fee schedule (**Appendix B**) or as modified by CSEA. The Superintendent agrees to remit such monies to the Association's designees tenthsly, accompanied by an alphabetical list of employees for whom such deductions have been made.
- 4.3.5 If an employee fails to comply with 4.3.2, the Superintendent shall deduct the service fee from the salary due the employee, retroactive to date of regular employment or date of revocation.
- 4.3.6 An employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, shall not be required to join or financially support the exclusive representative organization (CSEA) if the employee files a declaration (**Appendix I**) with both the Superintendent and CSEA showing that he/she sincerely holds such beliefs. Such an employee shall be required to file a declaration and a statement indicating that the amount of the service fee is to be directed to one of the three charitable organizations chosen by CSEA and approved by the Superintendent (**Appendix H**). If the employee fails to make a selection within thirty (30) days, CSEA shall make the selection and inform the Superintendent of the choice. The payroll deduction shall then be made pursuant to 4.3.4.
- 4.3.7 The Association shall indemnify, defend, and hold the Superintendent harmless for any claim of any nature and against any lawsuit instituted against the Superintendent, including reasonable attorneys' fees, arising from the deductions for dues and service fees under this Article and **Appendix B**, attached hereto and incorporated by reference.
- 4.3.8 The Association shall pay the Superintendent an administrative fee of twenty-five dollars (\$25.00) annually for services provided under Article 4.3.
- 4.3.9 The Superintendent shall promptly notify the Association in writing of proposed unit placement of a new position.

ARTICLE V HOURS & OVERTIME

5.1 Hours

5.1.1 Work Year

The work year for twelve (12) month employees **Appendix J** shall be two hundred sixty-one (261) workdays, inclusive of all vacation and holidays designated by this Agreement.

The work year for employees who work a reduced work year (less than two hundred sixty-one [261] workdays) exclusive of holidays and compensatory leaves, shall be as determined by the calendar for the position.

Calendars which require a lesser work year than the prior year shall be subject to Sections 5.1.4 and 6.8.

Calendars which require an increase in work year from the prior year shall be subject to Sections 5.1.5 and 6.8.

5.1.1.1 Upon initial employment and once a year thereafter, all part-year employees shall be provided a copy of their respective calendars. Said calendars shall designate holidays as well as workdays.

5.1.1.2 Part-year employees are those who work less than 261 workdays.

5.1.2 Workweek

Except as otherwise provided herein, the workweek shall be five (5) consecutive days of not more than thirty-seven and one-half (37½) hours.

5.1.3 Workday

The workday for each employee, not to exceed seven and one-half (7½) hours, shall be fixed by the Superintendent. Part-time employees are those who work less than 7½ hours per day. Each employee, regardless of the assigned hours, shall have fixed, regular, and an ascertainable number of hours per workday.

The standard workday shall be developed between 8 a.m. and 5 p.m.

Exceptions shall be dependent on office need and supervisor approval and shall be subject to annual review and approval by the supervisor.

Employees shall be at their work stations at their designated beginning time and shall leave their work stations at the designated ending time.

5.1.3.1 Employees may, with the approval of their immediate supervisor and with the concurrence of the Superintendent, elect to begin their shift before/after the beginning of the designated shift, providing such variation shall not extend more than two (2) hours before/ after the normal beginning/ending of the designated shift. Shift differential provisions of this Agreement shall not apply to such requests.

Notwithstanding the provisions of this Article, classifications designated by the Superintendent, and with the consent of the Association, may have a flexible workweek and workday to be developed for each such position in consultation between the employee's supervisor and the employee. A workweek schedule shall be filed with the supervisor at least five (5) days in advance.

5.1.3.2 The workday of the Instructional Assistant may include time during which he/she and the teacher may consult or plan for the instruction of the students.

5.1.4 Reduction in Hours

Any reduction in assigned time shall be accomplished in accordance with the Office of the Alameda County Superintendent of Schools Personnel Commission Rules and Regulations and applicable statutes or as agreed upon through the negotiation process.

5.1.5 Increase in Hours

An employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours. Fringe benefits shall be adjusted on a properly prorated basis.

Notwithstanding the regular work schedule for part-year employees, such employees shall, in accordance with program needs, be employed in his/ her classification during any recess period, provided the Superintendent maintains school sessions at such times. No classified employee whose regular yearly assignment for service excludes all or any part of the period between the end of the academic year to the beginning of the next academic year shall be required to perform services during such period.

An employee shall, for services performed as herein provided, receive on a prorata basis, not less than the compensation and benefits which are applicable to him/her during the regularly assigned work year. Benefits, for the purpose of this section, shall be deemed any entitlement provided by this Agreement.

5.1.6 Lunch Period

Employees who are assigned at least five (5) hours daily shall be entitled to a duty-free lunch period, which shall be scheduled at/or about the mid-point of each work shift.

5.1.6.1 The length of the lunch period shall be no less than one-half nor more than one (1) hour. The length of the lunch period shall be set for each position upon initial employment. Changes may only be made by mutual agreement. Swing and graveyard shift lunch periods shall not exceed one-half hour except by mutual agreement. An employee who is scheduled for duty during the lunch period shall have the lunch period included in hours of paid status.

5.1.7 Rest Periods

All employees shall be entitled to rest periods. Insofar as practicable, the rest periods shall be in the middle of each work period.

5.1.7.1 Employees working at least three and one-half (3½) hours per day are entitled to a rest period of fifteen (15) minutes. Employees working at least six (6) hours shall be entitled to two (2) fifteen (15) minute rest periods. For each three (3) hours beyond six (6) hours worked on any day, employees are entitled to an additional fifteen (15) minute rest period.

5.1.7.2 Rest periods shall be counted as hours worked and may not be used to extend lunch period or reduce the length of the workday. The Superintendent shall continue the practice of providing adequate lunch, rest, and lavatory facilities for employees.

5.2 Overtime

For the purpose of this Section, "workday" shall mean twenty-four (24) consecutive hours beginning at the start of the assigned shift. Overtime is defined to include all work in excess of seven and one-half (7½) hours in any workday, or thirty-seven and one-half (37½) hours in any workweek, whether such hours are assigned prior to or subsequent to the regular workday.

- 5.2.1 Except as otherwise provided herein, overtime shall be compensated at a rate of time and one-half the employee's regular rate of pay.
- 5.2.2 Hours worked on the seventh (7th) consecutive workday and overtime worked on the eighth (8th) and all subsequent consecutive workdays shall be compensated at twice the employee's regular rate of pay, except that where the seventh (7th) or any subsequent consecutive workday is also a holiday as defined in this Agreement, compensation shall be three (3) times the employee's regular rate of pay.
- 5.2.3 Hours worked in excess of seven and one-half (7½) hours on the sixth (6th) and/or seventh (7th) consecutive workday or on Saturday or on Sunday shall be compensated at two and one-half (2½) times the employee's regular rate of pay.
- 5.2.4 All hours worked on a holiday designated by this Agreement shall be compensated at three (3) times the employee's rate of pay. Hours worked in excess of seven and one-half (7½) hours on any holiday shall be compensated at three and one-half (3½) times the employee's regular rate of pay.
- 5.2.5 Overtime shall be computed to the nearest one-quarter hour.
- 5.2.6 Whether an employee shall receive overtime pay or compensatory time-off shall be determined by the Section Director prior to the assignment of overtime and the employee shall be so informed.
 - 5.2.6.1 Compensatory time-off shall be taken within one hundred eighty (180) calendar days of the last day of the month in which it was earned.
 - 5.2.6.2 Compensatory time shall be scheduled following consultation between the employee and the employee's supervisor. Where the services of the Superintendent of Schools Office permit, this shall be at a time requested by the employee.
 - 5.2.6.3 If the compensatory time has not been taken within one hundred eighty (180) calendar days of the last day of the month in which it was earned, the employee shall be paid for all such time at the appropriate overtime rate, based on the employee's current rate of pay.
- 5.2.7 **Approval**

No employee shall work overtime without the approval of the designated supervisor.
- 5.2.8 **Shift Differential**

Any shift which begins at or after 3:00 p.m. and ends before 11:30 p.m. shall be deemed a "swing shift." Employees assigned to such a shift shall receive an increase of ten percent (10%).

Any shift which begins at or after 11:00 p.m. and ends at or before 8:00 a.m. shall be deemed a "graveyard shift." Employees assigned such a shift shall receive an increase of approximately fifteen percent (15%).

Any shift differential shall be considered as a part of the employee's regular rate of pay. Such differential shall not be reduced when the employee is assigned temporarily (twenty [20] days or less) to a shift not entitled to his/her regular differential rate.

5.2.8.1 Assignment to a shift entitled to a differential for twenty (20) days or more shall be made on the basis of seniority in the class among those employees requesting such assignment.

5.2.8.2 Employees whose mandated shift assignments vary by more than two (2) hours from those hours set forth in Section 5.1.3 shall receive an increase of five percent (5%).

5.2.9 **Minimums**

An employee called into work on a day when he/she is not regularly assigned to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

5.2.10 **Refusal**

Any employee shall have the right to refuse any offer or request for overtime, call back, on call, or call-in time.

5.2.11 **Standby Time**

All standby time shall be considered as regular time worked and shall be paid on a straight time or overtime basis as are other hours worked under this Agreement.

5.2.12 **Call Back**

Any employee called back to work after completion of a regular assignment shall be paid for at least two (2) hours of work at the appropriate rate.

5.2.12.1 An employee who is contacted on a work related issue in person or by telephone while on leave shall be compensated for each contact at one-half ($\frac{1}{2}$) hour's straight time pay, or actual time, whichever is longer.

5.2.13 **Hours Worked**

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be counted as hours worked.

ARTICLE VI
PAY & ALLOWANCES

6.1 Compensation

6.1.1 2006-2007 Salary Schedule
Effective July 1, 2006, the CSEA Salary Schedule shall be increased by 5.92%.
(Appendix D)

6.1.2 2009-2010, 2010-2011, and 2011-2012 Salary Schedules
For the duration of this contract the Alameda County Office of Education agrees to provide an overall percentage rate of monetary compensation granted to any recognized collective bargaining unit within the Alameda County Office of Education.

6.2 An employee authorized and required to use his/her automobile in the performance of duties shall be reimbursed for mileage by using the member's personal car at the maximum rate established as non-reportable income by the Internal Revenue Service.

6.3 Meals and Lodging

An employee shall be eligible for meals and lodging reimbursements in accordance with Board Policy No. 4133.

6.4 Promotions

As defined in this article*, persons who are promoted to a higher-paid classification shall be placed on the salary schedule of the new class at the first step or at the step of the schedule which will provide an increase of not less than five percent (5%).

The promoted employee is probationary in the new position for six (6) months and will advance one (1) step upon completion of the probationary period. Thereafter, the employee will advance one (1) step on a yearly basis on the anniversary date of the completion of such probationary status.

When a permanent employee is promoted to a position in a higher-paid classification, that employee shall be evaluated by their designated evaluator/supervisor not less than once during their six (6)-month probationary period. In the event the employee is found unsatisfactory in the higher classification, s/he shall be reinstated in permanent status to his/her former classification, or to an equivalent classification within the same occupational family and salary range and with similar minimum qualifications, skills, and knowledge.

6.4.1 Vacancies in newly created or existing positions (unless filled by reemployment, transfer, reinstatement or appointment lists) shall be filled insofar as practicable and given consideration from among all internal applicants prior to selecting from outside the organization.

6.4.2 The most senior qualified employee shall be offered the promotional vacancy provided that their training and abilities meet the program requirements for the position. The following criteria may be considered:

- Good of the service;
- Qualifications;
- Experience;
- Education; and
- Interview

6.4.3. Upon non-selection, the employee may request a consultation through Human Resources to discuss reasons/rationale for the non-selection.

6.5 **Out-Of-Class Salary**

6.5.1 When an employee is required to work out of classification, the fact shall be reported to the Director of Human Resources, who shall immediately investigate and, where necessary, report the matter to the Personnel Commission. This rule shall not be construed as permitting an employee to refuse to perform duties legally assigned by competent authority.

6.5.2 Classified employees shall not be required to perform duties which are not prescribed for the position by the Job Specification, unless the duties are reasonably related to those prescribed for the position, for any period of time which exceeds five (5) working days within a 15-calendar-day period, except as authorized herein.

6.5.3 When the Personnel Commission finds that employees are required to work out of classification for more than five (5) working days, their salary shall be adjusted upward for the entire period to the step of the new range which will grant them an increase of not less than five percent (5%).

6.6 **Career Ladder Advancement**

Incumbents in classifications designated by the Personnel Commission as career ladder classes shall in accordance with Personnel Commission Rule 4804.4 be advanced to the next level of the classification upon verification of achieving the qualifications established by the Personnel Commission for the higher classification.

6.6.1 **Salary Step**

Employees advanced to the next level of a career ladder classification shall be compensated at the first step of the new range or at the step which will grant them an increase of not less than five percent (5%).

6.6.2 **Anniversary Date**

The date of the advancement to the next level in the career ladder series shall become the new anniversary date for annual adjustment on the new range.

6.7 **Monthly Salaries**

All employees shall be paid once per month on the last common working day of the month.

6.8 Pay and Allowances

Employees who regularly work a calendar of nine, ten, or eleven (9, 10, 11) months shall receive prorated equal monthly salary amounts for each month in which the employee is in paid status for one-half or more of the workdays. The monthly salary shall be based on the number of days multiplied by the number of hours in paid status per day multiplied by the hourly rate for the classification and divided by the number of months assigned.

Effective on the date of any salary change, the hourly salary will be modified and the salary adjusted for the duration of that salary rate or until the end of the school year, whichever is applicable.

6.9 Reimbursement for Property Loss

6.9.1 Members shall be reimbursed for the repair or replacement of any personal property of the employee lost, damaged, or destroyed while the employee was on duty in the school or office, school or office premises, or at any office-sponsored activity, unless such damage or loss is due to negligence by the employee and is not covered by the employee's personal insurance. Personal property shall include such things as eye glasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee.

6.9.2 In the event a payment is made under this policy, the Superintendent will, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged property. The Superintendent will be entitled to enforce its subrogation right in any court of competent jurisdiction.

6.9.3 The maximum amount of the Superintendent's reimbursement shall be no more than two hundred dollars (\$200) or less than ten dollars (\$10) per incident.

6.10 Longevity Pay

6.10.1 Effective July 1, 2004, an employee who completes ten (10) consecutive years of service shall receive an additional three percent (3%) of base monthly salary the month following the employee's completion of such service.

6.10.2 Effective July 1, 2004 and thereafter, all employees who have completed seventeen (17) consecutive years of service shall receive an additional three percent (3%) of base monthly salary, for an overall increase in base salary of six percent (6%), the month following the employee's completion of such service.

* Promotion defined as "Advancement through examination from one classification to a classification having a higher maximum salary rate, within the same occupational group; or, through examination moving from a classification within one occupational group to a classification in another occupational group, regardless of the rate of pay." (Personnel Commission Rules and Regulations, 3/16/00)

ARTICLE VII GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.1 A grievance is defined as an alleged violation or misinterpretation of a provision of this Agreement.
- 7.1.2 A grievant is an employee or employees, including the Association or representatives thereof, making the allegation.
- 7.1.3 A day is any day on which the grievant is required, by the calendar adopted for his/her position, to be at work.
- 7.1.4 An immediate supervisor is the person who has been designated by the Superintendent to adjust grievances.
- 7.1.5 A representative is an Association representative who, at the request of the grievant, is invited to participate in the grievance resolution process.

7.2 Procedure

- 7.2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from time to time affecting interpretation of the specific terms and conditions of this Agreement. The Superintendent and the Association agree that the conduct of these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 7.2.2 **Informal Step**
Within twenty (20) days of the time a person knew or reasonably should have known of a violation of the terms and conditions of this Agreement, the grievant will discuss the grievance with his/her immediate supervisor, either individually or jointly with the Association's designated representative. Within five (5) days, the supervisor shall give an answer, in writing, to the employee.
- 7.2.3 **Step One**
 - 7.2.3.1 Within five (5) days of the answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant, and lodged with the supervisor on the form provided in **Appendix E** of this Agreement.
 - 7.2.3.2 The Statement of Grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the provisions of this Agreement alleged to be violated, shall state the contention of the employee and/or of the Association with respect to these provisions, and shall indicate the specific relief requested.
 - 7.2.3.3 Within five (5) days after receiving the grievance, the supervisor shall communicate his/her answer, in writing, to the grievant and the Association's representative, if any.

7.2.4 Step Two

- 7.2.4.1 If the grievance is not resolved in Step One, the grievant may, within ten (10) days of receipt of the supervisor's answer at Step One, submit to the Superintendent a written Statement of Grievance, in the form provided in Appendix E, signed by the grievant. At the same time, a copy shall be given to the supervisor involved. The Superintendent shall respond within ten (10) working days. At the same time, a copy shall be given to the supervisor involved.

7.3 Appearance and Representation

Actions taken pursuant to this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend. Such actions, including discussions with job representatives, shall be conducted during working hours, unless there is mutual agreement to other arrangements.

7.4 Time Limits

- 7.4.1 The time limits specified at each level are maximums. The time limit may, however, be extended by mutual written agreement of the parties.
- 7.4.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant or the Association to lodge an appeal at the next step of this procedure.
- 7.4.3 Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.

7.5 Legal Rights

- 7.5.1 Nothing contained herein shall deny to any employee his/her rights under state or federal constitutions and statutes.
- 7.5.2 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 7.5.3 No employee shall be discriminated against for participating in the grievance resolution process.

7.6 Arbitration

- 7.6.1 Within twenty (20) days following receipt of the decision of the Superintendent, the Association, upon written notice to the Superintendent, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. The arbitrator shall be selected by the representatives of the Superintendent and the Association by alternately striking one name from the list submitted by the American Arbitration Association. The party to first strike a name from the list shall be determined by lot.

7.6.2 Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific provisions of this Agreement.

- 7.6.2.1 He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 7.6.2.2 He/she shall have no power to establish salary schedules nor to change any salary figure thereon.
- 7.6.2.3 He/she shall have no power to rule on any of the following:
 - The termination of services of an employee.
 - Any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including the Rules and Regulations of the Office of the Alameda County Superintendent of Schools Personnel Commission.
 - Any matter involving the final conclusions of an evaluator.
- 7.6.2.4 He/she shall have no power to change any practice, policy, or rule of the Superintendent nor to substitute his/her judgment for that of the Superintendent as to the reasonableness of any such practice, policy, rule, or action taken by the Superintendent, unless such practice, policy, rule, or action is an alleged violation of the specific terms of this Agreement.
- 7.6.2.5 He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the Superintendent to decide.
- 7.6.2.6 The arbitrator shall be empowered to determine whether a grievance is arbitrable. In the event that a matter is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 7.6.2.7 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on issues submitted.
- 7.6.2.8 The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.
- 7.6.2.9 The decision of the arbitrator will be submitted to the Superintendent and to the Association, and will be final and binding upon the parties of this Agreement. The Superintendent and the Association may implement the decision in whole or, by mutual consent, the parties may agree upon an alternative.
- 7.6.2.10 The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- 7.6.2.11 Any action which could have resulted in the filing of a grievance, occurring during the period between the termination date of this Agreement and the effective date of a new Agreement, and any action which could have resulted in the filing of a grievance which arose prior to the effective date of this Agreement, shall be processed under the applicable Rules and Regulations of the Alameda County Office of Education's Personnel Commission.
 - 7.6.2.12 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limits upon the arbitrator in this Agreement.
- 7.7 An individual employee may present his/her grievance to the Superintendent or his/her designee and have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Superintendent or his/her designee shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given ten (10) days following receipt to file a response with the Superintendent.
- 7.8 If the grievance arises from an action of authority higher than the employee's immediate supervisor, the grievant may present such grievance at Step Two of the grievance procedure.

ARTICLE VIII
HEALTH & WELFARE BENEFITS

- 8.1 Effective July 1, 2006, the Superintendent shall provide each eligible employee a health and welfare amount of \$540.00 per month to be applied at the discretion of each employee, to those benefits listed in **Appendix C**, which the employee desires to purchase.
- 8.1.1 Effective July 1, 2007, the Superintendent shall provide each eligible employee a health and welfare amount of \$567.00 per month to be applied at the discretion of each employee, to those benefits listed in Appendix C, which the employee desires to purchase.
- 8.1.2 Effective July 1, 2008, the adjusted amount per month plus a percentage equal to the amount applied to the salary schedule.
- 8.2 In addition, at no cost to the employee, the Superintendent will purchase the dental insurance plan described in **Appendix C** for each employee and dependents, which is to include limited orthodontia coverage of up to eighty percent (80%).
- 8.2.1 The parties agree to review the plans during the 2007-2008 fiscal year.
- 8.3 The Superintendent shall provide, at no cost to the employee, a group life insurance plan for each employee and his/her dependents at a cost not to exceed eight dollars and thirty-five cents (\$8.35) per month for the policy currently provided other County Office of Education employees.
- 8.3.1 The parties agree to review the plans during the 2007-2008 fiscal year.
- 8.4 The benefits described in this Article, and listed in Appendix C, are subject to the following conditions:
- 8.4.1 Employees who are regularly assigned to work ten (10) hours or less per week shall not receive health and welfare benefits described in 8.1, but shall receive the dental plan described in 8.2.
- 8.4.2 An employee who is regularly assigned to work more than ten (10), but less than thirty-seven and one half (37½) hours per week, shall receive the dental plan described in 8.2, and shall have the monthly health and welfare benefits allowance described in 8.1 reduced according to the following formula:
- Number of hours assigned per day divided by seven and one-half (7½) multiplied by the allocated monthly amount equals the monthly benefit.
- 8.4.3 An employee who works less than a full year shown on the calendar adopted by the Superintendent for full-time, regular employees shall receive the benefits described in 8.2 for the whole of the fiscal year and shall receive the benefits described in 8.1 for each month in which the employee is in a paid status for one-half or more of the working days in that month, in an amount not to exceed the amount computed in 8.4.2 if the employee is regularly assigned less than thirty-seven and one-half (37½) hours per week.

- 8.4.4 An employee, who works less than full-time, for whom the Superintendent does not pay, in any month or months, the benefits described in 8.1 may purchase such benefits at the employee's expense. Any eligible employee electing to purchase such benefits (refer to 8.1) shall authorize the Superintendent to deduct from his/her salary (8.4.2, 8.4.3) an amount necessary to pay the employee's share of the benefits for twelve (12) months. Deductions shall be made in ten (10) equal installments beginning with September of each year.
- 8.4.5 An employee while on any unpaid leave provided for in Article XI of this Agreement may continue any benefit described in this Article by depositing with the Superintendent prior to the first (1st) of the month in which the benefit is to apply, an amount necessary to purchase such benefit to the extent such benefit has not been prepaid by the employee via payroll deduction in accordance with Section 8.4.4.

8.5 Continuation of Benefits

The Superintendent will provide benefits described in 8.1 during any month for any employee who is on a paid leave provided for in Article XI of this Agreement. If such employee was receiving the dental plan provided for in 8.2, the Superintendent will continue to provide such dental plan while the employee is on any paid leave described in Article XI of this Agreement.

8.6 Retirement Medical Insurance Benefits

8.6.1 Eligibility

- 8.6.1.1 The Superintendent agrees to pay medical insurance premiums for employees who retire without a voluntary break in service in accordance with the following schedule:
- Less than 15 years of service = none
 - 15-19 years of service = 75 percent
 - 20+ years of service = 100 percent
- 8.6.1.2 Employees must be receiving retirement benefits from either the Public Employees Retirement System or the Alameda County Retirement System and shall have been enrolled in a medical insurance program for a period of five (5) continuous years immediately preceding the confirmed date of retirement.
- 8.6.1.3 Employees who are ineligible for benefits in the PERS System or the Alameda County Retirement System, but who are eligible for Social Security benefits, shall be eligible under 8.6.1.1, if they have been enrolled in a medical insurance program for a period of five (5) continuous years immediately preceding the confirmed date of retirement.
- 8.6.2 Eligible employees hired prior to July 1, 1989, who retire as provided in Section 8.6.1.2 shall be provided single person health benefit coverage for ten (10) years from the confirmed date of retirement or until age 65, whichever occurs first, at which time all health benefit coverage shall cease.
- 8.6.3 All other eligible employees who retire on or after reaching age 60 shall be provided single person health benefit coverage from the confirmed date of retirement for a five (5) year benefit period. In the event an employee reaches age 65 prior to the expiration of the five (5) year benefit period, the employee

shall be provided the Medicare coordinated plan for the remainder of the five (5) year benefit period. Upon expiration of the five (5) year benefit period, all health benefit coverage shall cease.

- 8.6.4 Premium payments shall be prorated for part-time employees in accordance with the policy in effect at the time of retirement.
- 8.6.5 The retiring employee may elect to purchase coverage for spouse and dependents by paying all costs required.
- 8.6.6 The surviving spouse may elect to continue coverage by paying the premium costs involved, if allowed by law and the insurance carrier.
- 8.6.7 Retirees shall be required to pay that portion of the monthly premium not paid by the Superintendent, in accordance with 8.6.1, 8.6.2, and 8.6.3, prior to the last day of the month preceding the month for which coverage is provided.
- 8.6.8 An employee eligible for the payment of medical premiums under this article may elect, instead, to receive a payment of \$100 per month for the same period of time during which he or she would be eligible for payment of medical benefits provided that the employee establishes that he or she is not personally receiving or eligible to receive retiree medical benefits from another public agency.

8.7 Retirement Dental Insurance Benefit

Retirees shall be eligible for continued coverage under their current Delta Dental Insurance Plan for a period of five (5) years from (1) the confirmed effective date of retirement under PERS, STRS, or the Alameda County Retirement System, or (2) the confirmed resignation date of an employee eligible for Social Security benefits. Eligibility is based on the following criteria:

- 8.7.1 Employee is age 50 or more at the time of retirement.
- 8.7.2 Employee has had twenty (20) years of service in STRS, PERS, or the Alameda County Retirement System or the confirmed resignation date of an employee eligible for Social Security benefits.
- 8.7.3 Employee shall have been in paid status in the Alameda County Superintendent of Schools Office for five (5) years [sixty months] immediately preceding retirement date.

8.8 Health & Welfare Benefit Committee

The Superintendent and the Association shall form a committee to study health benefit options. Representatives of other employee groups may be invited to participate. The committee shall have the authority to make recommendations but all decisions shall be made through the negotiations process.

ARTICLE IX HOLIDAYS

9.1 Scheduled

Employees shall be entitled to holidays with pay as prescribed by state law and such holidays as may be declared by the Superintendent and approved by the Board. Holidays shall include: Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, December 24, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Day, Washington's Day, and Memorial Day.

9.1.1 Holidays falling on Sunday shall be observed the following Monday and holidays falling on Saturday shall be observed the preceding Friday.

9.1.2 Except as provided for in 9.3, an employee must be in paid status during any portion of the day before or after the holiday in order to be paid for that holiday.

9.2

Floating Holidays for Employees

WITH LESS THAN 20 YEARS			WITH 20 YEARS OR MORE		
Month	Earned	Available For use	Month	Earned	Available For use
1	.416	2	1	.50	2
2	.832	2	2	1.00	2
3	1.248	2	3	1.50	2
4	1.664	2	4	2.00	2
5	2.080	2	5	2.50	3
6	2.496	2	6	3.00	3
7	2.912	3	7	3.50	4
8	3.328	3	8	4.00	4
9	3.744	4	9	4.50	5
10	4.160	4	10	5.00	5
11	4.576	5	11	5.50	6
12	5.000	5	12	6.00	6

9.2.1 In addition to any other holidays provided in this Agreement, all employees shall earn point four one six (.416) of a floating holiday per month of service. For purposes of this section, employees who have completed twenty (20) years of service shall earn point five (.5) of a floating holiday per month of service. Probationary employees shall not be eligible to use floating holidays until successful completion of the probation period. For purposes of this section, a month in which an employee is in paid status for one-half (1/2) or more of the working days constitutes a month of service.

9.2.2 Floating holidays must be scheduled at least five (5) days in advance with the employee's supervisor, must be taken in full-day increments, and may not be used consecutively, with the exceptions noted in Sections 9.2.4.1 and 9.2.4.2. Floating holidays may not be carried forward from one work year to the next except for probationary employees who must use floating holidays accrued during the probationary period within six months of becoming permanent.

9.2.3 Employees who work part year may request pay in lieu of floating holidays, to be included with their vacation pay at the end of their scheduled work year.

- 9.2.4.1 Effective July 1, 2006 the parties agree that for all school year employees, (2) two floating holidays will be pre-designated on the work calendars. Placement of these days will be during established recesses and during non-student days. These designated days will be scheduled within the start and finish dates of the employee's work year.
- 9.2.4.2 For all other bargaining unit members, (3) three floating holidays will be pre-designated on the Holiday Calendar. These days will be scheduled at the time of agreement on other holidays. Placement of these days will be during the winter break. As the calendar dictates it may be required of a bargaining unit member to use an additional paid leave day during the Winter break to allow for the closing of county office services, not to exceed one additional day. Section 9.2.2. is suspended for the purpose of Sections 9.2.4.1 and 9.2.4.2.
- 9.3 Every day declared a holiday by the President of the United States, the Governor, the Superintendent, or the Board of Education shall be a holiday under this Agreement.
- 9.4 Employees shall be compensated for any holiday provided in this Agreement if they are in paid status during any portion of the workday immediately preceding or succeeding said holiday.
 - 9.4.1 Regular employees who are not assigned to duty during the winter recess shall be paid for December 24, 25, and January 1 if they are in a paid status during any portion of the workday immediately preceding or succeeding said winter recess.

ARTICLE X VACATION PLAN

10.1 Eligibility

All employees shall earn paid vacation, as provided for in this Article, on a fiscal-year basis (July 1 – June 30). During the first month of employment only, vacation shall be credited from the first day of the month if the employee is in paid status on or before the fifteenth (15th) of the month; otherwise, vacation credit shall begin on the first (1st) day of the immediately succeeding month. Except for the first month of service (noted above) employees shall earn vacation for each month in which they are in a paid status for one-half (1/2) or more of the working days in the month.

10.2 Accumulation

Employees shall earn and accumulate vacation according to this chart.

SCHEDULE OF VACATION ACCUMULATION					
	1-4 Years Service	5-9 Years Service	10-14 Years Service	15-19 Years Service	20+ Years Service
12-Month Employee	1.00/mo. x 12 mos. = 12 days	1.42/mo. x 12 mos. = 17 days	1.667/mo. x 12 mos. = 20 days	1.83/mo. x 12 mos. = 22 days	2.083/mo. x 12 mos. = 25 days
11-Month Employee	1.00/mo. x 11 mos. = 11 days	1.42/mo. x 11 mos. = 16 days	1.667/mo. x 11 mos. = 18 days	1.83/mo. x 11 mos. = 20 days	2.083/mo. x 11 mos. = 23 days
10-Month Employee	1.00/mo. x 10 mos. = 10 days	1.42/mo. x 10 mos. = 14 days	1.667/mo. x 10 mos. = 17 days	1.83/mo. x 10 mos. = 18 days	2.083/mo. x 10 mos. = 21 days
9-Month Employee	1.00/mo. x 9 mos. = 9 days	1.42/mo. x 9 mos. = 13 days	1.667/mo. x 9 mos. = 15 days	1.83/mo. x 9 mos. = 16 days	2.083/mo. x 9 mos. = 19 days

10.3 Earned Vacation Scheduling

10.3.1 The first vacation for any employee may be taken only after the completion of six (6) months of employment.

10.3.2 Vacation not yet earned may not be taken unless special arrangements are made with the supervisor.

10.3.3 Vacation may be scheduled in one (1) hour increments.

10.3.4 Vacation for each employee shall be approved/disapproved by the employee's supervisor at the time(s) the employee requests vacation. One day vacation requests must be submitted five (5) days in advance. All other vacation requested must be submitted at least ten (10) working days in advance. Vacation requests may be denied by the supervisor if the work requirement of the Alameda County Office of Education does not allow the vacation to be taken as requested. Acceptance or denial of request must be reported to employee within five (5) working days of receipt by the supervisor.

10.3.5 No more than fifteen (15) days of accumulated vacation leave may be carried forward from one year to the next.

10.3.6 Leave balances will be calculated as of June 30 each year. Accumulated vacation days in excess of the allowable fifteen (15) days of carry over must be taken before September 1 of the succeeding fiscal year.

10.3.7 In no case shall an annual employee take less than ten (10) days of vacation in any one year, except the employee's first year in which there shall be no minimum number of days vacation, which must be taken.

10.3.8 Vacation days, up to a maximum of twenty (20) days in excess of those allowed by this Article, 10.3.4, which cannot be taken because of work requirements shall be paid off.

10.4 Approval of Vacation

Supervisory approval or disapproval of vacation requests shall be communicated to the employee at least five (5) working days in advance of the scheduled commencement of the vacation.

10.5 Vacation Pay

Vacation pay for all employees shall be that daily rate of pay, which the employee would have received had the employee been working.

10.6 Vacation Pay Upon Termination

An employee terminated for any reason shall be paid for accumulated vacation at the daily rate applicable for his/her last regular assignment.

10.7 Vacation Postponement

If an employee's scheduled vacation begins while the employee is on paid leave of absence due to illness or injury, the employee may request the vacation to be rescheduled to a later date and the supervisor shall reschedule the vacation.

10.8 Interruption of Vacation

An employee shall be eligible to interrupt or terminate a vacation leave in order to begin illness or injury leave subject to the following conditions:

10.8.1 The illness or injury for which leave is claimed must incapacitate the employee.

10.8.2 Incapacitating illness or injury shall extend for a period of five (5) continuous days or more.

10.8.3 A certification of the incapacity, and the dates it existed, shall be provided by a physician.

10.8.4 Notice of the intent to claim an interruption or termination of a previously scheduled vacation shall be made by the employee to his/her supervisor within five (5) days of return to work.

10.9 Vacation (Part-Year Employees)

10.9.1 Part-year employees shall be paid for their accrued unused vacation at the end of their scheduled work year.

10.9.2 In the event of special circumstances, part-year employees may (1) request use of vacation credit during their scheduled work year; and (2) request carry over of not more than ten (10) days of vacation credit for a one-year period only. Any vacation leave accumulated in excess of the ten (10) days shall be used during the recess periods or bought out at the end of each year.

Employees wishing to carry over ten (10) days of vacation shall notify the supervisor in writing by June 1 of each year. Any vacation leave accumulated in excess of the ten (10) days shall be used during the recess periods or bought out at the end of each year.

ARTICLE XI LEAVES

11.1 Industrial Accident and Illness

Workers' Compensation Law provides that an employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, will be granted paid industrial accident leave for each such accident or illness. This paid leave applies while the employee is receiving temporary disability benefits from Workers' Compensation. The provisions of the paid industrial accident leave are:

- 11.1.1 A maximum of sixty (60) working days in any one fiscal year for the same accident. This leave is not cumulative from year to year.
- 11.1.2 Such leave will commence on the first day of absence.
- 11.1.3 The payment for wages lost on any day shall not, when added to an award granted the employee by the Alameda County Schools Insurance Group (ACSIG), exceed the employee's wage for the day.
- 11.1.4 The industrial accident leave will be reduced by one day for each day of authorized absence, regardless of the amount of compensation award made under the ACSIG.
- 11.1.5 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 the amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 11.1.6 If the employee is unable to return to duty after exhausting paid industrial accident leave, the employee will receive paid illness leave, vacation time, or compensatory time off provided such leaves have been accumulated. Such accumulated leave allowance will be reduced only in the amount necessary to provide a full day's wages or salary, when added to compensation from the ACSIG. During all such paid leaves of absence, the employee shall endorse to the Alameda County Superintendent of Schools all checks received from ACSIG payment that exceeds normal pay.
- 11.1.7 When an employee has exhausted all paid or unpaid leaves of absence that he/she is eligible to receive, and is not medically able to resume the duties of the position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. If medically able to return to work during the thirty-nine (39) month period, he/she will be employed in the first vacant position in a class of the previous assignment over all other candidates except for a reemployment list established because of a lack of work or lack of funds. An employee who has been placed on a reemployment list and who fails to accept an appropriate assignment upon being medically released for return to duty may be removed from the reemployment list.

11.2 Leave for Illness and Injury

- 11.2.1 Employees are entitled to sick leave on the following basis:

12-month employee – 1.083/mo. X 12 months = 13 days
11-month employee – 1.083/mo. X 11 months = 12 days
10-month employee – 1.083/mo. X 10 months = 11 days
9-month employee – 1.083/mo. X 9 months = 10 days

To earn sick leave, an employee must be in a paid status at least one-half (1/2) the working days in a month.

- 11.2.2 At the beginning of each fiscal year, accrued sick leave for each employee shall be increased by the number of days of paid sick leave which would normally be earned in the ensuing fiscal year. An employee's accrued sick leave shall be adjusted if a change of assignment alters the amount of sick leave earnable.
- 11.2.3 Sick leave may be taken at any time, provided that an employee in initial probationary status may use only six (6) days of paid sick leave during the initial probationary period. Employees may use available sick leave to care for a seriously ill child, spouse, or parent. The Superintendent may require medical verification of the illness of the child, spouse, or parent.
- 11.2.4 Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day.
- 11.2.5 The Superintendent, upon receipt from an administrator of reasonable evidence of misuse of sick leave, may require proof of illness when an employee is absent. Disabilities caused or contributed by pregnancy, miscarriage, childbirth, termination of pregnancy, and recovery therefrom are for all job-related purposes, temporary disabilities.
- 11.2.7 All disabilities shall be subject to the following conditions:
 - 11.2.7.1 The disability is substantiated in writing by a physician who certifies that the disability was of such a nature as to have prevented the employee from working and the number of days such disability continued.
 - 11.2.7.2 The substantiation and certification is submitted to the Superintendent within thirty (30) calendar days of the first day for which the sick leave is claimed, or upon return to work, whichever occurs first.
- 11.2.8 Employees shall be notified of accumulated sick leave on their payroll warrants.
 - 11.2.8.1 On or before September 1, those members who have used no more than six (6) days, or forty-five (45) hours sick leave, including personal necessity leave, between July 1 and June 30 of the preceding year shall be notified and shall be credited with two (2) additional days to their vacation leave balance total.

11.3 Extended Leave for Illness or Injury

An employee is entitled to extended sick leave up to a maximum of five (5) months following exhaustion of all accumulated paid leave including, but not limited to, sick leave, vacation, floating holidays, and compensatory time off. During the five (5) month period, the employee shall be paid the difference between his/her salary and the first step of the classification.

11.4 Disability Insurance

The Superintendent shall deduct from the wages of each member the appropriately designated amount for enrollment in the State Disability Insurance (SDI) Fund.

- 11.4.1 Sick leave payments added to disability insurance benefits shall not exceed the employee's weekly wage, less overtime, immediately prior to disability. The weekly wage shall be calculated by using the employee's base hourly rate times the employee's regularly scheduled hours per week.
- 11.4.2 The Superintendent is not responsible to see that the employee's wage is not exceeded.

- 11.4.2.1 The employee shall retain the SDI warrant, but shall be responsible for filing a copy of the SDI benefit calculation form with the Internal Business Office, Attention: Payroll. Any overpayment made to the employee due to delays in filing the SDI calculation form shall be deducted from the following month's warrant.
- 11.4.2.2 The Superintendent will pay to the employee his/her regular salary until sick leave is exhausted.
- 11.4.2.3 The employee will be charged sick leave by subtracting from regular daily salary the amount of one-fifth (1/5) of the SDI weekly benefit payment and dividing the remainder by the employee's hourly rate of pay. The quotient thus derived shall be the number of hours of sick leave used charged against the employee's account for one day, until all earned sick leave is exhausted.
- 11.4.2.4 An employee who is on "extended sick leave" will retain the SDI benefit warrant, and the Superintendent will pay the difference, if any, between the employee's regular salary and the salary of a substitute, whether or not a substitute is employed. One full day of "extended sick leave" will be charged the employee for each day of absence.
- 11.4.2.5 An employee who has exhausted all regular and "extended sick leave" shall retain his/her SDI benefit warrant and shall receive no salary from the Superintendent.
- 11.4.2.6 The use of vacation pay while on disability leave shall be at the option of the employee. If vacation leave is used, the charge to the employee's vacation account shall be computed according to Section 11.4.2.3.

11.5 Personal Necessity Leave

- 11.5.1 An employee shall have seven (7) days of paid personal necessity leave each fiscal year, which is non-accumulative and is deducted from accrued sick leave. When practical, employees shall notify their immediate supervisor at least three (3) days prior to the day such leave is to be taken on the form provided for in **Appendix G**. Personal necessity leave of less than a full day shall be taken in no less than one (1) hour increments.
- 11.5.2 The purposes for which personal necessity leave may be granted are:
 - 11.5.2.1 Death of a member of the immediate family, in addition to days allowed under bereavement leave. (Immediate family means the bargaining unit member's spouse and the unit member's and spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, or any person residing in the immediate household, including the bargaining unit member's domestic partner and any individual for whom the bargaining unit member serves as a legal guardian.)
 - 11.5.2.2 Accident, involving an employee's person or property, or the person or property of a member of the immediate family, as defined in 11.5.2.1.
 - 11.5.2.3 Sudden or serious illness or accident to a member of the immediate family of the employee as defined in 11.5.2.1.
 - 11.5.2.4 Paternity leave of not more than three (3) days where such leave is necessary to care for the child or the mother of the child.
 - 11.5.2.5 Appearance in court as a litigant or as a witness under official order.

- 11.5.2.6 Adoption proceedings.
- 11.5.2.7 Compelling personal importance describes an employee's activity that cannot reasonably be deferred to another day or time when the employee is free from duties and is not for the purpose of other employment, attendance at, or participation in functions or activities which are primarily for the employee's pleasure, amusement, or personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip; seeking or engaging in other remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, campaigning, or political activity; to take examinations or engage in other activities related to advanced training.
- 11.5.2.8 Other reasons which are approved by the Superintendent.

11.6 Emergency Leave with Pay

Employees may be granted three (3) days paid emergency leave in any fiscal year for any of the following reasons:

- 11.6.1 Extension of bereavement leave.
- 11.6.2 Illness or accident of a member of immediate family as defined in 11.5.2.1.
- 11.6.3 Appearance in court as a litigant or under process.
- 11.6.4 Emergency leave is not accumulative and may not be used until personal necessity leave has been exhausted. Employees shall notify their Section Director as soon as possible of the reason for taking emergency leave, but in no case later than five (5) working days after returning from such leave. Emergency leave shall be taken in full-day increments only.

11.7 Bereavement Leave

- 11.7.1 In addition to personal necessity and emergency leaves provided for in this Article, all classified employees shall be entitled to three (3) days of paid bereavement leave for death of a member of the employee's immediate family as defined in 11.5.2.1.
- 11.7.2 Whenever the deceased member of the employee's immediate family (as defined in 11.5.2.1) resides two hundred (200) or more direct miles from the employee's home or out of state, the employee shall be entitled, upon request, to an additional two (2) paid days of travel leave.

11.8 Jury Duty Leave

All permanent, classified employees shall be granted paid leave to serve on a jury, subject to the conditions listed below:

- 11.8.1 The employee shall notify the Superintendent immediately upon receipt of the call or notice to report for jury duty. Verification of days served is required upon return to work.
- 11.8.2 The employee shall endorse over to the Superintendent all fees, not to include travel or other expense reimbursement, received by the employee.
- 11.8.3 A regular day-shift employee shall return to work, during the employee's assigned shift, on any full or partial days when not required to be present for jury duty by the court.

11.8.4 Employees whose shifts end after 5:00 p.m. shall be relieved from their regular duty with pay when required to serve at least four (4) hours on jury duty in any day. Employees serving less than four (4) hours per day shall report to work as assigned.

11.9 Military Leave

Military leave shall be granted in accordance with Military and Veterans' Code Section 395 and Education Code Section 45059.

11.10 Leave Without Pay

11.10.1 Long-Term Leaves

11.10.1.1 Leave of absence without pay may be granted by the Superintendent upon the application (**Appendix K**) of any permanent classified employee. Such leave may be granted for not more than six (6) calendar months.

11.10.1.2 Application for such leave shall be made at least twenty (20) working days prior to the date of expected commencement to the employee's Section Director. An employee on leave without pay shall notify the Superintendent at least twenty (20) working days prior to the expiration of the leave whether the employee intends to return to work.

11.10.1.3 Employees on leave without pay shall be eligible to return to the same position, or to a position with equivalent responsibilities and salary, without loss of seniority established at the time such leave commenced.

11.10.1.4 An employee on leave without pay shall not receive experience credit for any purpose while on such leave and shall not receive any health and welfare benefits' allowance. However, the employee may arrange to pay costs of such benefits by depositing with the Superintendent, prior to the first day of a month, an amount necessary to pay for the benefits for that month.

11.10.2 Short-Term Leaves

Leaves of absence without pay (**Appendix K**) for up to ten (10) days may be taken upon approval of the employee's Section Director following determination that the services of the Superintendent of Schools Office shall not be adversely affected.

11.10.3 Revocation

A leave of absence without pay may be revoked by the Superintendent upon the evidence that the cause for granting it was misrepresented or has ceased to exist. Reasonable notice to the employee to return to work shall be provided.

11.10.4 Extension

Upon application of the employee, leave of absence without pay may be extended by the Superintendent for not more than six (6) additional months.

11.10.5 Expiration

Failure to return for duty upon expiration of the leave of absence as scheduled shall be considered an automatic resignation.

11.10.6 Use of Accrued Vacation

All accrued vacation days and all accumulated compensatory time due employee must be used prior to the effective date of leave without pay.

11.11 Maternity Leave

11.11.1 The Superintendent shall provide for leave of absence from duty for any employee who requests absence from duties because of pregnancy and recovery therefrom.

11.11.2 The length of maternity leave, including the day on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician subject to the following conditions:

11.11.2.1 The pregnant employee may continue to work as long as her health will permit, as certified by her physician, and as long as she can carry out her duties and responsibilities.

11.11.2.2 The pregnant employee shall file a statement by her physician no later than the commencement of her fifth (5th) month of pregnancy certifying the estimated date of delivery, and that the employee is in good health, and that in the physician's judgment the employee can continue to carry out her assigned duties and responsibilities without danger to herself or her child.

11.11.2.3 An employee returning after expiration of maternity leave shall be entitled to return to the same position, provided her physician certifies that the employee's health will permit her to discharge all the duties and responsibilities of her position.

11.11.2.4 An employee's absence due to maternity leave shall not result in forfeiture of probationary or permanent status.

11.12 Child Rearing Leave

An employee may, at the discretion of the Superintendent, be granted unpaid leave not to exceed three (3) calendar months or eighty-seven (87) consecutive workdays, for the purpose of child care. Except in emergencies, the request for such leave shall be made at least twenty (20) workdays prior to its commencement.

11.13 Family Care Leave

Family Care leave shall be credited in accordance with state and federal law. Employees are entitled to 12 work weeks of unpaid Family Medical Leave Act (FMLA) leave in any 12-month period, which shall be counted forward from the first date that family leave is taken.

11.14 Catastrophic Illness or Injury Leave

A unit member may donate eligible sick leave credits to another unit member who has a catastrophic illness or injury, using the process specified in Appendix L.

ARTICLE XII
TRAINING LEAVE AND STUDY REIMBURSEMENT

12.1 Training Leave

- 12.1.1 The Superintendent may, upon application of any permanent, classified employee, approve training leave with full or partial pay for a period not to exceed one (1) academic semester for the purpose of improving the employee's job-related skills. The determination of whether such skill improvement is to the benefit of the schools and the pupils thereof, is at the sole discretion of the Superintendent and the Superintendent's decision is not grievable.
- 12.1.2 An employee on training leave shall receive fringe benefits and shall accumulate experience credit for all purposes, including salary advancement and seniority, at that rate as the employee's salary while on leave bears to his/her salary in the employee's regular position.
- 12.1.3 The Superintendent, as a condition of granting training leave, may require a bond, indemnifying the Superintendent against loss should the employee not remain in the employment of the Superintendent for one (1) year (twelve [12] calendar months) following return from such leave. Such bond shall be exonerated if failure to render one (1) year of service is due to death, or the physical or mental disability of the employee.

12.2 Study Reimbursement

Employees may be reimbursed for the cost of books, supplies, and tuition under the following conditions:

- 12.2.1 The course or class shall be taken during a time when the employee is not required to be at work.
- 12.2.2 The content of the course or class must be directly relevant to the employee's present position or will prepare the employee to successfully pass a promotional examination for which he/she is currently eligible.
- 12.2.3 The Section Director or Division Head has given prior written approval for such reimbursement.
- 12.2.4 The employee submits receipts for expenditures made in connection with the course or class and presents evidence of satisfactory completion.

ARTICLE XIII TRANSFERS

13.1 **Employee Initiated**

Employees who wish to transfer to positions in the same classification in another division, section, or other organizational unit, to another location, or to a position with different hours of work may request a transfer. Requests for transfer shall be submitted in writing to the Director of Human Resources within the posting period.

When a vacancy arises, the organization shall post a notice internally for ten (10) days at all work sites where employees in the unit are regularly assigned, with a copy to the Association.

The notice shall include:

- a. The job title/classification
- b. The current site/division of the vacancy
- c. The number of hours regularly assigned
- d. The deadline for filling the vacancy

The Director of Human Resources shall maintain a list of all such employees. Requests shall be valid for one (1) calendar year from the date of receipt by the Human Resources Office, and may be withdrawn at any time.

13.1.1 In the event that two (2) or more employees in the same classification request a transfer, their place on the transfer request list shall be determined by the order in which the requests were received.

13.1.2 Names of all classified employees requesting a transfer shall be certified for opening in their classification along with names from the appropriate eligible list.

13.1.3 The Section Director shall interview all employees certified for the position and may select from the transfer list or from the eligible list.

13.1.4 Transfer/Examination announcements shall be posted at all work locations/school sites for ten (10) days prior to the final filing date. Employees may request that notification of examinations be mailed to their home when they are on leave or during non-duty periods. Transfer requests of employees in the classification shall be certified prior to establishment of the eligible list. The Section Director may select from the transfer list or from the eligible list.

- a. In the event that two (2) or more employees in the same classification request a transfer, the employee with the greatest seniority shall be transferred provided the employee's training and abilities meet position requirements with consideration given to programmatic needs and experience.

13.2 **Employer Initiated**

13.2.1 An employee who is assigned to a different evaluator during the work year shall be provided with no less than ten (10) calendar days notice and the opportunity to meet with the appropriate supervisor(s). This provision shall not apply when the supervisor is reassigned.

13.2.2 Notification of impending involuntary transfer of a bargaining unit member in the same classification in another division, section, organizational unit, location,

school site, or to a position with different hours of work shall be given to the employee at least ten (10) working days prior to the change. If requested, the intent to transfer shall be discussed with the bargaining unit member at a mutually agreed upon time of no less than five (5) days, no more than ten (10) days after receipt of written notification regarding reason(s) for the involuntary transfer. This request shall be made to the Human Resources Office.

- 13.3 Opportunity for voluntary transfers will be considered before involuntary transfers, whenever possible.
- 13.4 Reassignment and/or voluntary transfer requests shall not be made and/or denied for arbitrary or capricious reasons.

ARTICLE XIV **SAFETY**

14.1 **Safety Committee**

A safety committee shall include two (2) members appointed by the Association. The committee shall:

- 14.1.1 Recommend procedures for review of health, safety, and sanitation conditions.
- 14.1.2 Recommend training programs designed to instruct employees in safe work practices.
- 14.1.3 Be allowed reasonable release time quarterly to carry out their obligations under this Article.

14.2 **Safety Report**

Each employee shall report to his/her Section Director any condition which the employee believes to be inimical to the health or safety of any employee.

ARTICLE XV
INSURANCE LIABILITY

The Superintendent shall provide, at no cost to the employee, liability insurance for bodily injury, property damage, personal injury, and advertising injury while acting within the scope of his/her employment in the amount of three million dollars (\$3,000,000).

ARTICLE XVI
CONTRACTING OUT

The Superintendent agrees not to contract out work which will result in displacement of bargaining unit positions, reduced hours or wages, transfers, or reassignment of bargaining unit employees.

ARTICLE XVII
SEVERABILITY

In the event of suspension or 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 for such article or section.

ARTICLE XVIII
NEGOTIATIONS

- 18.1 The Superintendent and the Association agree to a three-year closed (zippered) contract with no re-openers during the term of agreement 2009-2012.
- 18.2 The Superintendent and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- 18.3 Negotiations shall take place at mutually agreed upon times and places, provided that meetings shall be within five (5) days of receipt of a written notice.
- 18.4 The Association shall designate not more than four (4) representatives, of whom not less than one (1) shall be assigned from each bargaining unit of the Office of the County Superintendent of Schools. Such employees shall receive two hundred (200) hours per year, collectively, of release time without loss of compensation to meet and to negotiate.
- 18.5 The parties acknowledge that during the meeting and negotiating, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter within the scope of negotiations, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Superintendent and the Association agree that the other shall not be obligated to meet and negotiate with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement.
- 18.6 Upon enactment of legislation, which redefines the scope of representation, the Superintendent agrees to meet and negotiate, during the term of this Agreement on such redefined scope.

ARTICLE XIX
BOARD AND SUPERINTENDENT RIGHTS

- 19.1 The Association recognizes that the Board and Superintendent have the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the County Superintendent of Schools Office to the full extent authorized by law.
- 19.2 The exercise of these powers, rights, authorities, duties, and responsibilities by the Board, Superintendent, and Personnel Commission, and the adoption of such rules, regulations, and policies as they deem necessary, shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE XX
WORK STOPPAGE AND LOCKOUT

- 20.1 During the term of this Agreement, the Association and all employees shall not encourage, cause, engage in, or sanction any strike, slow-down, or willful absence from assigned work station, nor shall any employee abstain in whole or in part from the full, faithful, and proper performance of all duties and responsibilities of employment. Any employee participating in the activities prohibited by this Article is subject to disciplinary action.
- 20.2 During the term of this Agreement, the Superintendent shall not institute a lockout.

ARTICLE XXI
CONSULTATION

- 21.1 The Superintendent and Association agree, during the term of this Agreement, to meet at mutually agreed upon times and places for the purpose of consultation on matters to the extent that such matters are within the jurisdiction of the Superintendent. Such matters shall include, but not be limited to, the following:
 - 21.1.1 The development of an in-service education program.
 - 21.1.2 The assignment of days on the calendars of the subsequent year.
 - 21.1.3 The feasibility of establishing a four (4) day workweek in identified departments.
 - 21.1.4 Other matters with the mutual agreement of the Superintendent and the Association.
- 21.2 Nothing herein contained shall limit the authority of the Superintendent to consult with any employee or employee organization, or other group other than the Association, on any matter not within the scope of representation by the Association.

ARTICLE XXII
SAVINGS CLAUSE

- 22.1 If any provision of this Agreement or any application of the Agreement to any employee should be found contrary to law by a court of last resort of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Education, then such provisions or application shall be deemed invalid except to the extent permitted by law; but all other provisions of this Agreement shall continue in full force and effect.

- 22.2 This Agreement may be modified at any time by mutual agreement of the Superintendent and the Association.

ARTICLE XXIII
TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2009 through June 30, 2012.

Alameda County Superintendent
of Schools

By: _____

Date: _____

12/3/10

California School Employees
Association, Chapter 615

By: _____

Date: _____

12/3/10

BARGAINING UNIT CLASSIFICATION

The bargaining units for which this Agreement is effective consist of the following classifications:

Office Technical and Business Services Unit

Accounting Clerk
Accounting Specialist I
Accounting Specialist II
Administrative Assistant
Administrative Secretary
Budget Analyst/Accountant
Clerical Assistant
Clerk
Client Support Analyst
Computer Operator
Computer Support Technician
Credentials Clerk
Credentials Specialist
Educational Technology Trainer
Graphic Communications Specialist
Health Education Specialist
Help Desk Specialist
Human Resources Assistant
Human Resources Specialist
Microcomputer Technical Assistant
Network Administrator
Office Assistant
Offset Press Operator, Apprentice
Offset Press Operator, Journey
Payroll Analyst/Accountant
Program Assistant
Programmer Analyst
Project Assistant
Public Information Officer
Purchasing Specialist
Records Specialist
Receptionist
Secretary
Senior Budget Analyst
Senior Credentials Specialist
Senior Human Resources Specialist
Senior Network Systems Technician
Senior Secretary
Senior Systems Analyst
Senior Website Analyst
Site Secretary
STRS Counselor/Specialist
Systems Analyst
Video Production Technician
Video Production Technician, Lead
Website Developer
Website Programmer

Operations and Paraprofessional Unit

Campus Monitor
Custodian
Day Care Center Associate Teacher
Day Care Center Site Supervisor
Driver
Early Intervention Assistant I
Early Intervention Assistant II
Electronics & Computer Systems Technician, Apprentice
Electronics & Computer Systems Technician, Intern
Electronics & Computer Systems Technician, Journey
Electronics & Computer Systems Technician, Lead
Facilities Assistant
Facilities Operations Planner
Facilities Technician
Gardener
Instructional Assistant, Community Schools
Instructional Assistant, Infant
Instructional Assistant, JCCS
Instructional Assistant, Teen Families
Media Scheduling Specialist
Multi-Media Resource Specialist
Multi-Media Technician
School Social Worker

CSEA DUES/SERVICE FEE SCHEDULE

Effective September 1, 2004:

The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$2,450 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$367.50 annually.

The chart below shows the maximum amounts per month and per year based on the member or fair share payer's actual salary per month.

	2002-2003*	2003-2004*	2004-2005
Monthly Salary Cap	\$1,900	\$2,175	\$2,450
Monthly Dues Maximum	\$28.50	\$32.63	\$36.75
Annual Dues Maximum (12 Months)	\$285.00	\$326.25	\$367.50

- The 2002-2003 & 2003-2004 school year dues structure is included for reference.

Local Chapter dues are as follows:

- Ten-month employees will pay \$1.50 per month (deducted 10 months per year)
- Eleven-month employees will pay \$2.50 per month (deducted 10 months per year)
- Twelve-month employees will pay \$3.50 per month (deducted 10 months per year)

MEDICAL, DENTAL COVERAGE, AND OTHER BENEFITS

The Superintendent agrees to provide an undesignated health and welfare benefit plan as offered through CalPERS, which include the following (effective January 2003):

Blue Shield HMO & EPO
Kaiser Permanente
PERS Choice
PERSCare

The Superintendent will purchase the dental insurance plan from Delta Dental Service Plan (ACSIG)

The Superintendent shall provide, at no cost to the employee, a group life insurance plan through Unum Provident Corporation for each employee not to exceed eight dollars and thirty-five cents (\$8.35) per month.

Appendix D
(Referenced in Article VI)

CSEA
Ca Sch Employees Assoc
7/01/07 - 6/30/08

Range (Row)	Step (Col)				Longevity 10+ yrs +3%			Longevity 17+ yrs +6%		
		Annual	Monthly*	Hourly*	Annual	Monthly	Hourly	Annual	Monthly	Hourly
10	1	26,941.44	2,245.12	13.76	27,749.68	2,312.47	14.17	28,557.93	2,379.83	14.59
10	2	28,291.56	2,357.63	14.45	29,140.31	2,428.36	14.88	29,989.05	2,499.09	15.32
10	3	29,699.04	2,474.92	15.17	30,590.01	2,549.17	15.63	31,480.98	2,623.42	16.08
10	4	31,192.44	2,599.37	15.93	32,128.21	2,677.35	16.41	33,063.99	2,755.33	16.89
10	5	32,743.56	2,728.63	16.73	33,725.87	2,810.49	17.23	34,708.17	2,892.35	17.73
11	1	34,271.64	2,855.97	17.51	35,299.79	2,941.65	18.04	36,327.94	3,027.33	18.56
11	2	35,985.24	2,998.77	18.38	37,064.80	3,088.73	18.93	38,144.35	3,178.70	19.48
11	3	37,784.64	3,148.72	19.30	38,918.18	3,243.18	19.88	40,051.72	3,337.64	20.46
11	4	39,673.92	3,306.16	20.27	40,864.14	3,405.34	20.88	42,054.36	3,504.53	21.49
11	5	41,657.16	3,471.43	21.28	42,906.87	3,575.57	21.92	44,156.59	3,679.72	22.56
12	1	35,654.04	2,971.17	18.21	36,723.66	3,060.31	18.76	37,793.28	3,149.44	19.30
12	2	37,436.64	3,119.72	19.12	38,559.74	3,213.31	19.69	39,682.84	3,306.90	20.27
12	3	39,308.76	3,275.73	20.08	40,488.02	3,374.00	20.68	41,667.29	3,472.27	21.28
12	4	41,274.12	3,439.51	21.09	42,512.34	3,542.70	21.72	43,750.57	3,645.88	22.36
12	5	43,338.00	3,611.50	22.14	44,638.14	3,719.85	22.80	45,938.28	3,828.19	23.47
13	1	37,350.00	3,112.50	19.08	38,470.50	3,205.88	19.65	39,591.00	3,299.25	20.22
13	2	39,217.32	3,268.11	20.03	40,393.84	3,366.15	20.63	41,570.36	3,464.20	21.23
13	3	41,178.36	3,431.53	21.04	42,413.71	3,534.48	21.67	43,649.06	3,637.42	22.30
13	4	43,237.32	3,603.11	22.09	44,534.44	3,711.20	22.75	45,831.56	3,819.30	23.42
13	5	45,398.88	3,783.24	23.19	46,760.85	3,896.74	23.89	48,122.81	4,010.23	24.58
14	1	39,391.20	3,282.60	20.12	40,572.94	3,381.08	20.72	41,754.67	3,479.56	21.33
14	2	41,360.76	3,446.73	21.13	42,601.58	3,550.13	21.76	43,842.41	3,653.53	22.40
14	3	43,428.72	3,619.06	22.19	44,731.58	3,727.63	22.86	46,034.44	3,836.20	23.52
14	4	45,599.88	3,799.99	23.29	46,967.88	3,913.99	23.99	48,335.87	4,027.99	24.69
14	5	47,880.36	3,990.03	24.46	49,316.77	4,109.73	25.19	50,753.18	4,229.43	25.93
15	1	41,810.04	3,484.17	21.36	43,064.34	3,588.70	22.00	44,318.64	3,693.22	22.64
15	2	43,900.32	3,658.36	22.43	45,217.33	3,768.11	23.10	46,534.34	3,877.86	23.78
15	3	46,095.36	3,841.28	23.55	47,478.22	3,956.52	24.26	48,861.08	4,071.76	24.96
15	4	48,408.96	4,034.08	24.73	49,861.23	4,155.10	25.47	51,313.50	4,276.12	26.21
15	5	50,820.48	4,235.04	25.96	52,345.09	4,362.09	26.74	53,869.71	4,489.14	27.52
16	1	44,641.32	3,720.11	22.81	45,980.56	3,831.71	23.49	47,319.80	3,943.32	24.18
16	2	46,873.80	3,906.15	23.95	48,280.01	4,023.33	24.67	49,686.23	4,140.52	25.39
16	3	49,217.28	4,101.44	25.14	50,693.80	4,224.48	25.89	52,170.32	4,347.53	26.65
16	4	51,678.00	4,306.50	26.40	53,228.34	4,435.70	27.19	54,778.68	4,564.89	27.98
16	5	54,261.96	4,521.83	27.72	55,889.82	4,657.48	28.55	57,517.68	4,793.14	29.38

Appendix D
(Referenced in Article VI)

CSEA
Ca Sch Employees Assoc
7/01/07 - 6/30/08

Range (Row)	Step (Col)				Longevity 10+ yrs +3%			Longevity 17+ yrs +6%		
		Annual	Monthly*	Hourly*	Annual	Monthly	Hourly	Annual	Monthly	Hourly
17	1	47,927.88	3,993.99	24.48	49,365.72	4,113.81	25.21	50,803.55	4,233.63	25.95
17	2	50,324.40	4,193.70	25.71	51,834.13	4,319.51	26.48	53,343.86	4,445.32	27.25
17	3	52,840.44	4,403.37	26.99	54,425.65	4,535.47	27.80	56,010.87	4,667.57	28.61
17	4	55,482.60	4,623.55	28.34	57,147.08	4,762.26	29.19	58,811.56	4,900.96	30.04
17	5	58,256.76	4,854.73	29.76	60,004.46	5,000.37	30.65	61,752.17	5,146.01	31.55
18	1	51,712.44	4,309.37	26.42	53,263.81	4,438.65	27.21	54,815.19	4,567.93	28.01
18	2	54,298.20	4,524.85	27.74	55,927.15	4,660.60	28.57	57,556.09	4,796.34	29.40
18	3	57,012.72	4,751.06	29.13	58,723.10	4,893.59	30.00	60,433.48	5,036.12	30.88
18	4	59,863.68	4,988.64	30.58	61,659.59	5,138.30	31.50	63,455.50	5,287.96	32.41
18	5	62,856.96	5,238.08	32.11	64,742.67	5,395.22	33.07	66,628.38	5,552.36	34.04
19	1	56,044.56	4,670.38	28.63	57,725.90	4,810.49	29.49	59,407.23	4,950.60	30.35
19	2	58,846.68	4,903.89	30.06	60,612.08	5,051.01	30.96	62,377.48	5,198.12	31.86
19	3	61,789.20	5,149.10	31.57	63,642.88	5,303.57	32.52	65,496.55	5,458.05	33.46
19	4	64,878.96	5,406.58	33.14	66,825.33	5,568.78	34.13	68,771.70	5,730.97	35.13
19	5	68,122.56	5,676.88	34.80	70,166.24	5,847.19	35.84	72,209.91	6,017.49	36.89
20	1	60,978.72	5,081.56	31.15	62,808.08	5,234.01	32.08	64,637.44	5,386.45	33.02
20	2	64,027.80	5,335.65	32.71	65,948.63	5,495.72	33.69	67,869.47	5,655.79	34.67
20	3	67,229.16	5,602.43	34.34	69,246.03	5,770.50	35.37	71,262.91	5,938.58	36.40
20	4	70,590.48	5,882.54	36.06	72,708.19	6,059.02	37.14	74,825.91	6,235.49	38.22
20	5	74,119.80	6,176.65	37.86	76,343.39	6,361.95	39.00	78,566.99	6,547.25	40.13
21	1	66,574.32	5,547.86	34.01	68,571.55	5,714.30	35.03	70,568.78	5,880.73	36.05
21	2	69,903.24	5,825.27	35.71	72,000.34	6,000.03	36.78	74,097.43	6,174.79	37.85
21	3	73,398.48	6,116.54	37.50	75,600.43	6,300.04	38.63	77,802.39	6,483.53	39.75
21	4	77,067.96	6,422.33	39.37	79,380.00	6,615.00	40.55	81,692.04	6,807.67	41.73
21	5	80,921.76	6,743.48	41.34	83,349.41	6,945.78	42.58	85,777.07	7,148.09	43.82
22	1	72,900.84	6,075.07	37.24	75,087.87	6,257.32	38.36	77,274.89	6,439.57	39.47
22	2	76,546.08	6,378.84	39.10	78,842.46	6,570.21	40.27	81,138.84	6,761.57	41.45
22	3	80,373.24	6,697.77	41.06	82,784.44	6,898.70	42.29	85,195.63	7,099.64	43.52
22	4	84,391.80	7,032.65	43.11	86,923.55	7,243.63	44.40	89,455.31	7,454.61	45.70
22	5	88,611.60	7,384.30	45.27	91,269.95	7,605.83	46.63	93,928.30	7,827.36	47.99
23	1	79,826.40	6,652.20	40.78	82,221.19	6,851.77	42.00	84,615.98	7,051.33	43.23
23	2	83,817.84	6,984.82	42.82	86,332.38	7,194.36	44.10	88,846.91	7,403.91	45.39
23	3	88,008.60	7,334.05	44.96	90,648.86	7,554.07	46.31	93,289.12	7,774.09	47.66
23	4	92,409.00	7,700.75	47.21	95,181.27	7,931.77	48.63	97,953.54	8,162.80	50.04
23	5	97,029.72	8,085.81	49.57	99,940.61	8,328.38	51.06	102,851.50	8,570.96	52.54

ALAMEDA COUNTY OFFICE OF EDUCATION

LEVEL 1
CLASSIFIED GRIEVANCE

DIRECTIONS: If you are not satisfied that your grievance was resolved at an informal conference with your supervisor, complete two (2) copies of this form and deliver one (1) copy of it to your supervisor within five (5) days of the date on which your supervisor responded to your informal allegation.

NAME OF GRIEVANT:	
WORK LOCATION:	
ASSOCIATION REPRESENTATIVE, if any:	
ADDRESS:	
DATE OF OCCURRENCE OF ACT OR OMISSION:	TIME:
BY WHOM COMMITTED:	
ARTICLE/SECTION OF AGREEMENT VIOLATED:	
NATURE OF GRIEVANCE	

DATE OF INFORMAL CONFERENCE WITH SUPERVISOR:
RESULT OF CONFERENCE:
REMEDY SOUGHT:

I hereby certify that the facts reported and alleged herein are, to the best of my knowledge and belief, true and I hereby request that the remedy described above be instituted.

DATE:	SIGNATURE:
-------	------------

SUPERVISOR'S DECISION:	
DATE:	SIGNATURE:

ALAMEDA COUNTY OFFICE OF EDUCATION

**LEVEL 2
CLASSIFIED GRIEVANCE**

DIRECTIONS: If you are not satisfied that your grievance was resolved at Level 1 by your supervisor, complete two (2) copies of this form and deliver one (1) copy to the County Superintendent within ten (10) days of receipt of your supervisor's response to your Level 1 grievance. Attach a copy of your supervisor's response to this form.

NAME OF GRIEVANT:
ASSOCIATION REPRESENTATIVE, if any:

REASON(S) FOR APPEAL OF SUPERVISOR'S DECISION:
--

<i>I hereby appeal the disposition of the grievance described on the attached form for the reason(s) set forth above.</i>	
DATE:	SIGNATURE:

COUNTY SUPERINTENDENT'S DECISION:	
DATE:	SIGNATURE:

REQUEST/EXPLANATION FOR PERSONAL NECESSITY LEAVE (CSEA)

This form must be completed for all Personal Necessity Leave. Personal Necessity Leave may be granted only for the reasons listed below:

PLEASE CHECK APPROPRIATE BOX.

- 1. Death of a member of the immediate family (in addition to days allowed under Bereavement Leave): mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any person permanently a resident in the immediate household of the employee.
- 2. Accident, involving an employee's person or property, or the person or property of a member of the immediate family (as defined in #1 above) of the employee.
- 3. Sudden or serious illness or accident to a member of the immediate family (as defined in #1 above) of the employee.
- 4. Paternity leave when necessary to care for the child or mother of the child (3 days maximum).
- 5. Appearance as a litigant or as a witness under an official order.
- 6. Adoption proceedings.
- 7. Compelling personal importance describes an employee's activity that cannot reasonably be deferred to another day or time when the employee is free from duties and is not for the purposes of other employment, attendance at, or participation in functions or activities which are primarily for the employee's pleasure, amusement, or personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip, seeking or engaging in other remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, campaigning, or political activity; to take examinations or engage in other activities related to advanced training.
- 8. All other requests for Personal Necessity Leave based on other reasons require the approval of the Superintendent. Describe reason for request in the space provided below:

DATE(S) ABSENT: _____

INSTRUCTIONS: When leave is taken for reasons #2 and #3 above, complete this form and return it to your immediate supervisor upon return to work.

Request for reasons 1, 4, 5, 6, 7, and 8 should be received in your immediate supervisor's office at least three (3) workdays prior to commencement of leave.

Each employee may utilize six (6) workdays of Personal Necessity Leave for each school year. These six (6) days are deducted from accrued sick leave and are not accumulative.

EMPLOYEE'S SIGNATURE Section: _____ Date: _____

DESIGNATED SUPERVISOR'S SIGNATURE Date: _____ Date Received: _____

Superintendent _____ Date: _____

Approved Not Approved

CHARITABLE ORGANIZATIONS

- Alameda County Association for the Mentally Retarded
- Society for the Prevention of Cruelty to Animals
- Muscular Dystrophy



DECLARATION

I, _____, declare that I am a
(PRINT NAME)

member in good standing of _____
RELIGIOUS ORGANIZATION

which is located at _____.

In accordance with the provisions of the CSEA and the Office of the Alameda County Superintendent of Schools Agreement, I declare that the tenets of said organization prohibit membership or financial support of employee organizations such as CSEA by the provisions of _____
said organization. I, therefore, request all fees deducted from my wages as a result of the aforementioned Agreement be contributed to: _____
NAME OF ORGANIZATION

I authorize that the statement made herein may be verified. I hereby give my consent to _____
who may be reached at _____ to release
to CSEA information about my membership status in the above religious organization.

DATE

SIGNATURE

JOB TITLE

WORK SITE

HOME ADDRESS

PHONE NUMBER

ALAMEDA COUNTY OFFICE OF EDUCATION
313 West Winton Avenue, Hayward, CA 94544-1136
2010-2011 CALENDAR (TENTATIVE*)
FOR
ACCA - CONFIDENTIAL - CSEA - MANAGEMENT EMPLOYEES

MONTH	WORK DAYS**	HOLIDAYS*	DATE	DESCRIPTION
July	21	1	Monday, July 5	Independence Day (observed)
August	22	0		
September	21	1	Monday, September 6	Labor Day
October	21	0		
November	19	3	Thursday, November 11 Thursday, November 25 Friday, November 26	Veteran's Day Thanksgiving Day Thanksgiving Holiday
December	20	3	Friday, December 24 Monday, December 27 Friday, December 31	Christmas Eve Christmas Day (observed) New Year's Day (observed)
January	20	1	Monday, January 17	Martin Luther King Jr. Day
February	18	2	Monday, February 14 Monday, February 21	Lincoln's Day Washington's Day
March	23	0		
April	21	0		
May	21	1	Monday, May 30	Memorial Day
June	22	0		
TOTAL	249	12		

* Pending employee unit agreements

** Classified only

ACCA: 209, 215, or 222 workdays;

Certificated Management: 222 workdays

Classified Management, Confidential, and CSEA employees: 261 workdays

Note: For Student Programs and Services Department, please refer to the appropriate calendar for your site.

REQUEST FOR LEAVE WITHOUT PAY

Condition and restrictions on each of these leaves are contained in your current Agreement. Refer to Articles of Leaves of Absence **prior** to submitting your request.

NAME: _____ TODAY'S DATE: _____

LOCATION: _____ UNIT: _____

I AM REQUESTING THE FOLLOWING LEAVE:

Short-Term Leave (not to exceed ten [10] days) Dates: _____

REASON: _____

Long-Term Leave (not to exceed six [6] months) Dates: _____

REASON: _____

If requested due to health, attach doctor's report of illness and estimated time needed for recuperation.

Maternity Leave

DATES: _____

Child Rearing Leave (not to exceed three [3] months)

DATES: _____

Family Leave* (not to exceed twelve [12] weeks in any 12-month period) _____

DATES: _____

*Effective February 5, 1994.

RECOMMENDATION OF SECTION DIRECTOR: APPROVE DISAPPROVE

REASON FOR DISAPPROVAL: _____

SIGNATURE OF SECTION DIRECTOR

INSTRUCTIONS: After recommendation by Section Director, **send WHITE, YELLOW, and PINK copies to HUMAN RESOURCES** and retain the GOLDENROD copy.

ACTION: APPROVE DISAPPROVE DATE: _____

SUPERINTENDENT: _____

CATASTROPHIC ILLNESS OR INJURY LEAVE

A donor unit member ("donor") may donate eligible sick leave credits to a recipient unit member ("recipient"), who has a catastrophic illness or injury. Donations of sick leave credits shall be in accordance with the provisions of the Education Code Section 44043.5 and this section of the contract.

Definitions: The following definitions shall apply to this section of the contract:

- a. "Catastrophic illness or injury" means an illness or injury which, on the basis of medical opinion, is expected to incapacitate the recipient from working for a period of sixty (60) or more consecutive calendar days.
- b. "Eligible sick leave credits" means fully paid leave of absence for illness or injury accrued by a donor in the performance of service for the County Office.

Eligible sick leave credits may be donated by a donor to a recipient only if all of the following conditions are met:

1. The recipient or his or her spouse, guardian, conservator, attorney, or other duly authorized person submits a written request to the County Office requesting such sick leave credits. The request shall be accompanied by written medical verification satisfactory to the County Office, that the recipient has an illness or injury which is expected to incapacitate him or her from working for a period of sixty (60) or more consecutive calendar days.
2. The recipient has exhausted all vacation leave, fully paid leave or absence for illness or injury, and other fully paid leave.

A request for donation of eligible sick leave credits will be approved or denied by the County Office based solely upon the requirements in "1" and "2" above. If approved, unit members shall be given notice of the request as follows: the County Office shall notify CSEA of the approved request and shall send a standardized written notice of the approved request to each worksite for posting and/or distribution to employees.

Pursuant to the above notice of a request for donation of eligible sick leave credits, a donor may, upon submission of a signed ACOE form to the County Human Resources Office, donate eligible sick leave credits for use by the recipient, subject to the following conditions and limitations:

- a. A donor may offer to donate up to five (5) days (in hourly equivalents) of eligible sick leave credits, provided he or she has not less than ten (10) days in hourly equivalents of sick leave credits remaining after making such donations. The offer to donate shall be in writing on a prescribed form and shall state the name of the donor, the name of the recipient and the number of days of eligible sick leave credits offered for donation.
- b. Eligible sick leave credits may be donated in minimum increments of one (1) day (in an hourly equivalent).
- c. Offers to donate eligible sick leave credits shall be recorded and shall be confidential.
- d. A recipient may use donated eligible sick leave credits during a maximum period of twelve (12) consecutive months for any one catastrophic illness or injury.
- e. Actual transfers of eligible sick leave credits from a donor to a recipient are irrevocable, and if unused, such credits will be added to an unspecified bank. This bank would be available for future needs when donated sick leave credits have been exhausted.
- f. A recipient shall use all paid leave credit that he or she continues to accrue on a monthly basis, prior to using donated sick leave pursuant to this section.

Catastrophic Leave Donor Form

Donor:

Donor's name: _____

Recipient's name: _____

Amount of days to be donated: _____

Donor's signature: _____ Date: _____

Payroll:

Donor's sick leave balance as of _____
Date Balance (hours)

Payroll's signature: _____ Date: _____

Human Resources:

Donor's sick leave balance after donation: _____
Balance (hours)

Hours received to date (including this donation): _____

Human Resources signature: _____ Date: _____

The County Human Resources Office will accept donations of sick leave credits, a total not to exceed 60 days per request. If additional leave is needed, a new request will be initiated.

MEMORANDUM OF UNDERSTANDING

No Child Left Behind Act (NCLBA)

The Alameda County Office of Education and CSEA Chapter 615 (hereafter collectively referred to as “the parties”) have agreed to the following provisions concerning the No Child Left Behind Act (NCLBA)

The NCLBA provides that paraeducators working in positions funded by Title I moneys must meet certain educational requirements not later than January 8, 2006. ACOE is applying these requirements to all employees working in the following classifications:

- Instructional Assistant, Community Schools
- Instructional Assistant, JCCS
- Instructional Assistant, Teen Families

The baseline requirement is that each person must hold a secondary school diploma or equivalent. A GED certificate will suffice in place of a diploma. In addition, those who do not hold an AA or higher degree in any subject, and who have not completed 48 or more semester units of college work in any subjects, must pass a rigorous test in order to continue in their positions beyond January 8, 2006.

The parties agree that the following procedures will be used for paraeducator testing under the NCLBA:

1. ACOE shall identify all paraeducators in the classifications listed above and provide a list to CSEA by April 1, 2004.
2. ACOE shall notify all paraeducators affected by the NCLBA of the laws requirements and the testing procedures by April 1, 2004.
3. The test to be used will be provided by Alameda County Office of Education (ACOE), Cooperative Organization for the Development of Employee Selection Procedures (CODESP). The test will be in four sections (math, language arts, writing, and ability to assist with instruction). Paraeducators must pass all four sections to satisfy the requirement. All paraeducators will take the same initial test. There may be a different, second version for those who later re-take one or more sections of the test.

4. The passing percentage is 70% for each section. All four sections must be passed. Paraeducators may re-take any section on which they are unsuccessful the first time. There shall be no limit to the number of times the test may be taken, or how frequently it may be taken, during the pre-established test dates. Paraeducators may be provided additional opportunities to take the test, based on the mutual agreement of the paraeducator and ACOE, with consideration given to program needs, space, and staff availability. There shall be no cost to the paraeducators taking the test.
5. The test will be offered frequently. The testing schedule will be widely publicized throughout the county office by April 1, 2004.
6. The County Office shall make available the tutorial program designed specifically for this exam by CODESP prior to testing. Paraeducators may take the tutorial program prior to testing, or at any time following testing if unsuccessful on one or more sections of the test.
7. The County Office agrees that it will make every effort to place any paraeducator who is displaced by NCLBA. In the event a paraeducator cannot be placed, the County Office agrees to notify CSEA so the parties can meet and negotiate the effects of said displacement.
8. If a position becomes vacant in one of the above mentioned classifications due this process, positions will be filled from within the bargaining unit whenever possible following CSEA Transfer Article XIII. The employees applying must meet NCLBA requirements.

MOU to be added to the contract as "MOU – NCLB."

California School Employees Association,
Chapter 615

Alameda County Superintendent
of Schools

By: _____

Date: _____

Date: _____