

AGREEMENT

by and between the

Alameda County
Superintendent of Schools

and the

California School Employees Association
Chapter 615

JULY 1, 2021 – JUNE 30, 2024



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2021-2024

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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.

Revised 2/13

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 dues from the wages of all employees who are members of the Association, as reported to the Superintendent by the Association, on the date of the execution of this Agreement, or who are later reported by the Association as members.

Revised 2/13, 2/19

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 E-1**. 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 Not Meeting Standards

When an evaluation in any factor is Not Meeting Standards, the evaluator shall:

- 3.1.5.1 Include in, or attach to, the evaluation report specific recommendations to the employee for correcting the Not Meeting Standards performance factors (see **Appendix E-2**).
- 3.1.5.2 Provide the employee, mutually agreed, assistance in correcting the Not Meeting Standards performance.
- 3.1.5.3 Provide the employee a date by when improvement must be made.
- 3.1.5.4 When improvement is recommended, the evaluator shall discuss and plan with the employee a work plan based upon observable outcomes for improving the substandard performance.
- 3.1.5.5 Establish dates for additional evaluation sessions.
- 3.1.5.6 If the improvement plan requires additional 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

Based upon the evaluation of work performance, if progressive discipline 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.

3.1.7 Representation

The employee has the option to request the presence of a union representative during any meeting that could be used as a basis for discipline or asks an employee to defend their conduct.

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 preferably by appointment via Human Resources for inspection by the employee or a designated representative authorized by the employee. Appointment requests should be accommodated no less than 5 working days from the request whenever possible.

3.2.3 Contents

All documents maintained in a personnel file are permanent employee information. An authorized person who places documentation in a personnel file or drafts documents for placement in a personnel file, shall sign and date the document. Employees shall be provided with copies of any such documentation 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 provide a written response. The written response shall be attached to the documentation and shall indicate the date it was placed in the file. Employees shall be notified of any changes to their personnel file within 5 days.

3.2.4 Disciplinary Action

The agency will engage in the appropriate progressive disciplinary action based on the facts and merits of the circumstances, inclusive of information maintained in the employee's personnel file.

Revised 2/13, 2/19, 11/21

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 provided to CSEA electronically via a mutually agreeable secure FTP site or service on the last working day of September, January, and May. 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 once a year, at least ten (10) days prior to the first meeting of the calendar year. The Association must request approval of the Superintendent for any changes to the meeting calendar as soon as possible prior to the meeting. Employees must notify their supervisor prior to attending each meeting.
- 4.1.8 Union appointed or elected officials may use sixty (60) hours 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 minimum increment for such leave to conduct union business shall be not less than one quarter hours. The representative(s) shall provide reasonable written notice of proposed absence to the appropriate supervisor no less than one (1) week in advance of the proposed absence when possible.
- 4.1.9 Each year, the Association has the right to select two (2) delegates to attend CSEA's statewide conference. The selected delegates shall each be granted five (5) days release time. The Association shall notify Human Resources of the selected delegates at least sixty (60) days prior to the first day which requires release time.

By mutual agreement, CSEA and ACOE may extend the hours based on organizational need.

4.2 Distribution of Agreement

Within a reasonable time after the execution of this Agreement, the Superintendent shall post a copy of this Agreement on the ACOE's employee intranet and make available printed copies upon request for current employees.

- 4.2.1 The Superintendent shall also provide a copy of the Alameda County Office of Education's mission statement, organizational charts, policies and procedures, electronic direct link to the current CSEA collective bargaining agreement, and an orientation to all new employees.

4.3 Organizational Security

4.3.1 Membership

- 4.3.1.1 The Superintendent or designee shall distribute CSEA-supplied membership applications to new hires as part of the onboarding process. CSEA is responsible for supplying and providing updated membership applications to the Superintendent or designee.

- 4.3.1.2 The Superintendent recognizes that the membership agreement is between CSEA and the employee with regard to that employee's membership in CSEA.
 - 4.3.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues. CSEA shall notify the Superintendent of any new members and/or changes to membership by the 10th of each month in order to promptly process applications.
 - 4.3.1.4 The Superintendent shall promptly notify the Association in writing of proposed unit placement of a new position.
- 4.3.2 Dues Deduction
 - 4.3.2.1 The Superintendent shall deduct, in accordance with the CSEA dues schedule provided by CSEA, dues from the wages of all employees who are reported by CSEA to be members of CSEA.
 - 4.3.2.2 The Superintendent shall refer all employee requests regarding changes in membership status to the CSEA Labor Relations Representative.
- 4.3.3 Membership Information

To the extent permitted by law, the County Office shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to, members' Social Security Numbers, personal addresses, personal phone numbers, personal cellular phone numbers, and status as a union member.
- 4.3.4 Hold Harmless Provision

As required by law, CSEA shall defend and indemnify the County Office for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

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ARTICLE V HOURS & OVERTIME

5.1 Hours

5.1.1 Work Year

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

Employees are compensated at the same salary when the work year consists of 260 or 262 workdays rather than the normal 261 workdays.

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.

The parties agree to bargain work year calendars annually by March 1st.

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.
- 5.1.3.3 In the event an employee is absent or unable to report to work at the agreed upon start time, the employee will notify his/her supervisor prior to the beginning of their shift, or as soon after as it is reasonable and safe to do so.

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 prorate 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 of work daily shall be entitled to a duty-free non-paid 30-minute lunch period, which shall be scheduled no more than five (5) hours after the start of the shift.

- 5.1.6.1 The length of the lunch period shall be no less than 30 minutes 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 or is on-call during the lunch period shall be compensated for the lunch period at their applicable rate of pay.

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 Employee shall obtain prior supervisor approval before working any overtime hours. Employee shall have the option to choose overtime pay or compensatory time-off prior to the assignment of overtime. Employee shall inform his/her supervisor of their decision. Compensatory time off shall be equivalent in hours to the rates of pay described in 5.2.1 through 5.2.4.

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 at one-half ($\frac{1}{2}$) hour's straight time pay, or actual time spent, whichever is longer. Additional contacts more than $\frac{1}{2}$ hour after a prior contact or time spent has ended shall be compensated as a new contact.

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.

Revised 2/13, 2/19, 11/21

ARTICLE VI PAY & ALLOWANCES

6.1 Compensation

- 6.1.1 Beginning in the 2021-2022 school year, the salary schedule shall be increased by 2.5% effective July 1, 2021 and a one-time off schedule bonus of \$1,200.
- 6.1.2 For the 2022-2023 school year, the salary schedule shall be increased by 2.5% effective on July 1, 2022 and a one-time off schedule bonus of \$700.
- 6.1.3 For the 2023-2024 school year, the salary schedule shall be increased by 2.5% effective on July 1, 2023 and a one-time off schedule bonus of \$700.

- 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:
 - 6.4.2.a Good of the service;
 - 6.4.2.b Qualifications;
 - 6.4.2.c Experience;
 - 6.4.2.d Education; and
 - 6.4.2.e 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 PC Director by the employee's supervisor. The employee may also report the matter to the PC Director. The PC Director shall immediately investigate and, where necessary, report the matter to the Personnel Commission and the Superintendent. Prior to making a finding or recommendation, the PC Director shall afford the affected employee the opportunity for written and verbal statements. 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 work is performed to the step of the new range which will grant them an increase of not less than five percent (5%). The 5% minimum applies in all cases approved by the Personnel Commission, including when the out of class work is on the same salary schedule range as the employee's normal pay range. The PC Director shall notify the Superintendent and employee of the Personnel Commission's decision within ten (10) working days of the Commission's official action.

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.
- 6.9.4 Members will not be held responsible for the replacement cost of misplaced, lost, or stolen identification badges, if such loss does not occur more than once every two (2) years.
- If, through no fault of the member, an identification badge becomes non-functional, the identification badge shall be replaced at the expense of the County Office.

6.10 Longevity Pay

- 6.10.1 Effective March 1, 2019 employees will receive additional pay for years of service at ACOE as follows:
- 6.10.1.a Annually equal to \$2520 for 9-14 years of service, paid on a monthly basis.
 - 6.10.1.b Annually equal to \$5040 for 15-19 years or more of service, paid on a monthly basis.
 - 6.10.1.c Annually equal to \$7560 for 20+ years of service, paid on a monthly basis.
 - 6.10.1.d Annually equal to \$8760 for 27+ years of service, paid on a monthly basis.
- All CSEA members currently receiving longevity payments which exceed these dollar amounts will be grandfathered in. CSEA and ACOE will agree to the list of employees affected prior to implementation.
- 6.10.2 Effective July 1, 2013 longevity pay will be pro-rated in the month of implementation accordingly;
- 6.10.2.a If the anniversary date falls on or between the 1st and the 15th of the month, the employee will receive the full stipend amount in the implementation month and the full amount thereafter.
 - 6.10.2.b If the anniversary date falls on or between the 16th of the end of the month, the employee will receive half of the entitled stipend amount for the initial month, and the full amount thereafter.

6.11 Bilingual Stipend

- 6.11.1 Effective July 1, 2018 employees who meet the requirements of this section shall receive a monthly stipend equal to \$100 to interpret (oral); employees who translate (written) in a second language shall receive a monthly stipend of \$150. To qualify for the stipend all of the following conditions must be met:
- 6.11.1.a The employee must speak English and a second language of need as determined by the Superintendent (Human Resources Department).
 - 6.11.1.b The employee must pass a test, developed by the Superintendent (H.R. Department), which shall test the competency of the employee in speaking and writing. The passing score shall be determined in advance by the H.R. Department.
 - 6.11.1.c The employee's program Director must sign off indicating that the second language is often needed by the department.
- 6.11.2 The stipend shall last through the end of the fiscal year; however, it may be extended from year to year, without further testing, by the signature of the employee's program Director indicating that the language need continues.

- 6.11.3 Once qualified for a stipend no employee shall have to retest for the stipend unless there is a three year break since the stipend was last received.

6.12 Educational Incentive Program

- 6.12.1 ACOE is a life-long learning institution and believes that a well-rounded, educated person brings benefit to our organization. Employees who achieve educational goals outside those required by their current jobs shall receive additional pay. For the highest level of educational degree, the employee shall receive a monthly stipend according to the following scale (only one level is paid). The four recognized steps are:
- a) Associate's Degree \$100
 - b) Bachelor's Degree \$200
 - c) Master's Degree \$300
 - d) Doctorate's Degree \$400
- 6.12.2 This stipend shall be paid pro-rated proportionate to FTE status for members working less than 0.75 FTE.
- 6.12.3 This stipend is effective the first month following the submittal of required documentation to Human Resources. It is not retroactive and the burden falls on the employee to provide H.R. with the necessary documentation (i.e. copy of degree, transcript, or equivalent). All degrees and official transcripts must be from a nationally accredited institution.

6.13 Community School Stipend

- 6.13.1 Effective July 1, 2014 any bargaining unit member in the Instructional Assistant job classification working regularly and routinely more than 0.5 FTE at the following sites shall receive a stipend of \$200 per month.
- Hayward Community School
Burke Academy
Fruitvale Academy
- 6.13.2 Members who work regularly and routinely less than 0.5 FTE but more than .25 FTE at the identified sites shall receive a stipend of \$100 per month.
- 6.13.3 For any month in which a stipend needs to be pro-rated (e.g. start of school, mid-year employee hire, end of school year) the following method shall apply. If the employee works more than half the possible work days in the month, the employee shall receive the full amount of the stipend the employee would normally receive. If the employee works half the number of possible work days or less in the month (but worked at least one day in the month), the employee shall receive half the amount of the stipend the employee would normally receive.

6.14 Food Services Stipend

- 6.14.1 Unit members who meet all of the following conditions shall receive a monthly stipend equivalent to \$5 per day:
- a) Obtain and maintain California Food Handler Certification
 - b) Be directed/approved to perform the following duties:
 - i. Receive food at the school site
 - ii. Warm food in compliance with state food regulations
 - iii. Maintain cleanliness of food areas at all times
 - iv. Complete and transmit periodic reports to required agencies and personnel
 - v. Ensure state food service compliance through participation in and review of state food service audits
 - vi. Support families with completion of meal applications

- 6.14.2 Unit members who are required to maintain California Food Handler Certification as a requirement to meet the needs of the Alameda County Office of Education will have the fees associated with obtaining and maintaining certification paid for or reimbursed by ACOE. Fees include certification, materials, compensation, mileage, and tolls if required.

* 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)

Revised 7/04; 10/05; 12/06; 12/09; 2/13; 6/14, 2/19, 11/21

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 D** 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 D**, 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:
 - 7.6.2.3.a The termination of services of an employee.
 - 7.6.2.3.b 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.
 - 7.6.2.3.c 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 arbitral. 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.

Revised 2/13

ARTICLE VIII HEALTH & WELFARE BENEFITS

- 8.1 Effective July 1, 2016, the Superintendent shall provide each eligible employee a health and welfare amount of \$746.47 per month to be applied at the discretion of each employee, to those benefits listed in **Appendix B**, which the employee desires to purchase.
- 8.1.1 Effective July 1, 2021 the Superintendent shall provide an additional \$325.00 per month to all unit members who provide verification of coverage of health insurance.
- 8.1.1.1 Verification shall be provided to the Human Resources Department which shall provide the employee with a written notice of acceptance of proof within 10 days of submission. An employee must be in receipt of the written notice of verification from HR in order to be eligible for this add-on stipend. Verbal verification is insufficient. Employees should follow-up with the HR Department if they have not received written notification. Written notification may occur in the form of an email from the HR Department or on a form to be established by HR.
- 8.1.1.2 An employee may submit verification at any time. If verification has been submitted on or prior to the 15th of the month, the stipend will be effective in that month. If verification is submitted after the 15th of the month, the stipend will be effective the following month.
- 8.1.1.3 Proof of coverage need be provided only for the employee.
- 8.1.1.4 Any employee enrolled in an ACOE provided health plan pursuant to Appendix B shall be deemed automatically eligible and need not provide additional proof.
- 8.1.1.5 During ACOE's annual open enrollment, each employee shall provide proof of insurance to the HR Department in order to maintain eligibility for this stipend. Failure to provide proof of insurance, as acknowledged by a written verification from HR, will cause the stipend to terminate at the end of the calendar year, December 31st.
- 8.2 In addition, at no cost to the employee, the Superintendent will purchase the dental insurance plan described in Appendix B for each employee and dependents, which is to include limited orthodontia coverage of up to eighty percent (80%).
- 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.
- 8.4 The benefits described in this Article, and listed in Appendix B, 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 twenty-eight (28) 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:
- | | |
|-----------|--------------------------------------|
| 8.6.1.1.a | Less than 15 years of service = none |
| 8.6.1.1.b | 15-19 years of service = 75 percent |
| 8.6.1.1.c | 20+ years of service = 100 percent |
- 8.6.1.2 Employees must be receiving retirement benefits from the Public Employees 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, 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 (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 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.

Revised 12/06; 2/13; 06/14, 2/19, 11/21

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. 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, Memorial Day, and Juneteenth.

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 Every day declared a holiday by the President of the United States, the Governor, or the Superintendent shall be a holiday under this Agreement.

9.3 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.

Revised 12/06; 2/13, 2/19, 11/21

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					
	0-4 Years' Service	5-9 Years' Service	10-14 Years' Service	15-19 Years' Service	20+ Years' Service
12-Month Employee	1.833/mo. x 12 mos. = 22 days	2.083/mo. x 12 mos. = 25 days	2.250/mo. x 12 mos. = 27 days	2.500/mo. x 12 mos. = 30 days	2.583/mo. x 12 mos. = 31 days
11-Month Employee	1.909/mo. x 11 mos. = 21 days	2.090/mo. x 11 mos. = 23 days	2.272/mo. x 11 mos. = 25 days	2.545/mo. x 11 mos. = 28 days	2.636/mo. x 11 mos. = 29 days
10-Month Employee	1.800/mo. x 10 mos. = 18 days	2.100/mo. x 10 mos. = 21 days	2.200/mo. x 10 mos. = 22 days	2.500/mo. x 10 mos. = 25 days	2.600/mo. x 10 mos. = 26 days
9-Month Employee	1.888/mo. x 9 mos. = 17 days	2.111/mo. x 9 mos. = 19 days	2.222/mo. x 9 mos. = 20 days	2.555/mo. x 9 mos. = 23 days	2.666/mo. x 9 mos. = 24 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. Denials may be appealed to the Chief of Schools (SPaS) or Human Resources (other divisions) within five (5) working days. Vacation days may only be denied due to programmatic needs.
- 10.3.5 Four (4) vacation days 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.
- 10.3.6 An Employee may carry forward no more vacation than the greater of:
 - a. Fifteen (15) days
 - b. The maximum amount allowable to management employees according to the management employee handbook.

- 10.3.7 Leave balances will be calculated as of June 30 each year. Accumulated vacation days in excess of the employee's allowable accrual must be taken before September 1 of the succeeding fiscal year.
- 10.3.8 In no case shall an annual employee take less than fifteen (15) 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.
- 10.3.9 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)

Definition: Part-Year Employee – Any employee who is on a calendar less than 12 months.

- 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 carryover of not more than the employee's annual accrual of vacation credit for a one-year period only. Any vacation leave accumulated in excess of the employee's annual accrual shall be used during the recess periods or bought out at the end of each year.

Employees wishing to carry over employee's annual accrual of vacation shall notify the supervisor in writing by June 1 of each year. Any vacation leave accumulated in excess of the employee's annual accrual shall be used during the recess periods or bought out at the end of each year.

- 10.9.3 Part-year employees who work summer school and are in paid status for one-half or more of the working days in that month shall be entitled to use sick leave and vacation.

Revised 12/06; 2/13; 6/14, 2/19, 11/21

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.
- 11.2.6 All disabilities shall be subject to the following conditions:
 - 11.2.6.1 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.
 - 11.2.6.2 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.
- 11.2.7 Employees shall be notified of accumulated sick leave on their payroll warrants.
 - 11.2.7.1 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**

- 11.3.1 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, and compensatory time off.
- 11.3.2 Illness must be verified by a licensed health care practitioner.
- 11.3.3 During the five (5) month period, the employee shall be paid in full. The cost of the substitute is deducted from his/her salary only if a substitute is actually hired.

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 F**. 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 H**) 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 H**) 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 **Parental Leave**

Parental Leave, with pay, shall be available and administered in accordance with state and federal law.

ACOE shall inform employees of current law, and changes as appropriate, and shall post on the employee intranet.

11.13 **California Family Rights / Family Medical Leave**

California Family Rights / Family Medical Leave shall be available and administered in accordance with state and federal law.

11.14 **Catastrophic Illness or Injury Leave**

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

Revised 10/05; 12/06; 2/13, 2/19

ARTICLE XII

TRAINING LEAVE AND PROFESSIONAL DEVELOPMENT 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 Professional Development Reimbursement

The purpose of the professional development reimbursement is to support the educational advancement and career growth of ACOE employees. As a result, the County Office will benefit from improved employee performance, higher levels of workforce, and increased numbers of qualified internal candidates for promotional opportunities.

Employees may be reimbursed for the cost of books, printed/electronic materials, course-specific supplies, lab fees, official transcript fees, registration fees, and tuition under the following conditions:

- 12.2.1 The coursework 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 coursework can be related to accredited college classes, certificated programs, conferences, seminars, institutes, or online classes. Coursework must be related to ACOE's core business and aligns with its mission, vision, and values.
- 12.2.3 The Section Director or Division Head has given prior written approval for such reimbursement with final approval from HR.
- 12.2.4 The employee must submit completed approved reimbursement form (**Appendix J**) and documentation to HR two (2) weeks prior to start of coursework.

The employee submits receipts for expenditures made in connection with the course or class and presents evidence of satisfactory completion within 60 days of coursework completion.
- 12.2.5 The maximum reimbursement amount of up to \$1500 is available per employee per fiscal year (July 1-June 30) as outlined below:
 - a. An amount of up to \$750 shall be reimbursed for class or coursework completion.
 - b. An additional amount of up to \$750 shall be reimbursed for a grade of "C" or better if the course is provided with a letter grade, or "pass" if the course is provided with a "pass/fail" grade only, or "credit" if the course is provided with a "credit/no credit" grade only.

Revised 2/13, 2/19, 11/21

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:

- 13.1.a The job title/classification
- 13.1.b The current site/division of the vacancy
- 13.1.c The number of hours regularly assigned
- 13.1.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.
 - 13.1.4.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 affected managers, a union representative, and 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.

Revised 2/04; 2/13, 2/19

ARTICLE XIV

SAFETY

14.1 Philosophy

ACOE recognizes its responsibility to maintain a place of employment that is physically and emotionally safe for all employees and visitors. These ACOE Board Policies support the responsibility to employees and visitors:

- a. BP 4257 – Employee Safety
- b. BP 0450 – Philosophy, Goals, Objectives, and Comprehensive Plans
- c. BB 9501 – Preventing Hate-Motivated Behavior and Incidents

14.2 Safety Committee

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

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

14.3 Injury and Illness Prevention Program (IIPP)

The Injury and Illness Prevention Program (IIPP) is designed to prevent injuries, illness, and accidents in the workplace. The primary purpose of the program is to ensure a safe and healthful work environment. A copy of the IIPP is posted on the ACOE employee intranet (MyACOE). The safety officer will provide professional development related to the IIPP processes and execution.

Employees working at school sites will be guided by a Site Safety Plan that includes an Emergency Preparedness Plan.

14.4 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.

14.5 Abusive Conduct in the Workplace (Bullying)

- 14.5.1 ACOE is committed to providing all employees a safe and healthy working environment. Abusive conduct in the workplace will not be tolerated.

- 14.5.2 Definition: “Abusive Conduct” means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interest. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

14.5.3 Making a Complaint of Abusive Conduct in the Workplace (Bullying)

- 14.5.3.1 A unit member who believes that he/she is being bullied may advise the offending person that the conduct is offensive and request that the conduct be stopped.
- 14.5.3.2 If the unit member does not wish to address the behavior with the offender, or if the conduct in question is not discontinued after the offending person is asked to stop the behavior, in order for ACOE to address the bullying behavior, the employee must make a complaint to his/her immediate supervisor, or to the Human Resources Department, as soon as possible but not more than ten (10) work days from the alleged incident of bullying. If the immediate supervisor is the alleged

offender, the complaint should be made to the alleged offender's supervisor or to the Human Resources Department.

- 14.5.3.3 The complaint must specify the nature of the bullying and, if possible, the date(s) upon which the bullying occurred.
- 14.5.3.4 ACOE shall investigate all bullying complaints and take appropriate action. The unit member shall receive in writing the disposition of the issue, and actions taken by ACOE, as soon as possible but no later than ten (10) work days after the initial complaint was filed.
- 14.5.3.5 If the unit member or CSEA is not satisfied with the initial disposition of the issue (14.5.3.4), an appeal may be made in writing. If the complaint was initially filed (14.5.3.2) with the alleged offender's supervisor, the appeal shall be addressed to the Human Resources Department. If the complaint was initially filed (14.5.3.2) with the Human Resources Department, the appeal shall be addressed to the Superintendent or designee for further consideration and action. The determination of the appeal shall be reported to the unit member or CSEA as soon as possible, but not more than ten (10) work days after receipt of the appeal. The unit member or CSEA may request the response to be in writing.
- 14.5.3.6 If the appeal was filed with the Human Resources Department and the unit member or CSEA is not satisfied with Human Resources' disposition, an appeal may be made in writing to the Superintendent or designee for further consideration and action. The determination of the appeal shall be reported to the unit member or CSEA as soon as possible, but not more than ten (10) work days after receipt of the appeal. The unit member or CSEA may request the response to be in writing.

14.5.4 **Complainant Protection**

- 14.5.4.1 Retaliation is, in general, defined as any kind of negative action against a current or former employee that takes the form of punishment, or creates a hostile, threatening, or uncomfortable environment as a result of their reported complaint. Complainants are protected from retaliation.
- 14.5.4.2 All unit members have the right to union representation during the complaint process.

14.6 **Working Environment**

- 14.6.1 ACOE shall make every reasonable effort to comply with the California Occupational Health and Safety Act, to the extent possible with the financial resources available to ACOE. The goal of ACOE is to provide a safe and healthy work environment for all of its employees.

Revised 2/19, 11/21

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 may discharge their respective duties by means of authorized officers, individual representatives, or committees.
- 18.2 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.
- 18.3 The Association shall designate not more than four (4) representatives, of whom not less than one (1) shall be assigned from each division 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. Unit members attending negotiations meetings must notify their supervisor no less than one (1) week prior to each meeting.
- 18.4 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.
- 18.5 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.

Revised 7/04; 12/06; 12/09; 2/13, 2/19

ARTICLE XIX **SUPERINTENDENT RIGHTS**

- 19.1 The Association recognizes that the Superintendent has 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 Superintendent and the adoption of such rules, regulations, and policies as the County Superintendent 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.

Revised 12/06; 2/13

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

- A. The articles and provisions herein constitute a bilateral and binding agreement (Agreement) by and between the County Superintendent of Schools (Superintendent) and the California School Employees Association (CSEA), an employee organization.
- B. This Master Agreement shall remain in full force and effect from July 1, 2021 to June 30, 2024.
- C. During the 2023-2024 work year, the parties agree to bargain the successor contract (2024-2027).
- D. The terms of the 2021-2024 agreement shall be in full force and effect until both parties have completed negotiations for the successor contract.



L. K. Monroe
Alameda County Superintendent of Schools

2/2/22
Date



Michael Evans
California School Employees Association,
Chapter 615

1/28/2022
Date

Revised 7/04; 12/09; 2/13, 2/16, 2/19, 11/21

Alameda County Office of Education
Internal Alignment Chart -- CSEA Classifications
Adopted by Personnel Commission 9/13/2018*

ALL CLASSIFICATIONS LISTED HIGH TO LOW
(Alphabetical Within Each Range)

RANGE 23 BUSINESS ANALYST ²³ Database Administrator ¹⁸ Instructional Designer ^{10, 22} Network Administrator Network Engineer ¹⁸ Senior Client Support Analyst ¹³ Senior Network Systems Technician ²²	Purchasing Specialist ^{8, 23} Senior Program Assistant ²⁷ Support Center Specialist ²¹
RANGE 22 School Social Worker Student Support Counselor ³⁷	RANGE 15 Educational Technology Support Specialist ^{8, 23} Personnel Assistant ¹⁴ Program Assistant ²³ Records Database Specialist, SIS ²³ Resource Database Specialist, SRC ^{14, 23}
RANGE 21 School Health and Safety Analyst ³⁷ Senior Budget Analyst/ Accountant ²³	RANGE 14 Accounting Specialist I ^{8, 23} Administrative Secretary ²³ Educational Mentor ¹⁷ Human Resources Assistant ^{1, 23} Office Specialist ^{11, 12, 23} Orientation & Assessment Assistant ²⁷ Personnel Assistant Shipping & Receiving Operator ²⁷ Utility Worker II ³³
RANGE 20 Budget Analyst/Accountant II ²³ Client Support Analyst ²² Senior Payroll Analyst/Accountant ²³ Support Center Team Lead ²¹ Website and Database Analyst ²⁰	RANGE 13 Account Clerk ²³ Resources Library Operations Technician ¹³ Senior Secretary ²³ Site Secretary ²³ Utility Worker ²³
RANGE 19 Budget Analyst/Accountant I ²³ Community Outreach Specialist ³⁰ Digital Content Producer ²⁹ Parent and Community Engagement Specialist ³⁷ Payroll Analyst/Accountant ^{7, 19, 23} Project Specialist ^{23, 25} Public Information Officer ^{2, 23} Retirement Accountant ^{13, 23} Website Developer ²² Youth Development Specialist ³¹	RANGE 12 Courier ²⁷ Early Intervention Home Visitor ²⁷ Instructional Assistant, Community Schools ⁵ Instructional Assistant, Juvenile Court School Receptionist ²³ Secretary
RANGE 18 Senior Administrative Assistant ²³ Senior Credentials Specialist ²³ Senior Human Resources Specialist ²³ Senior Personnel Specialist ¹⁸ Senior Purchasing Specialist ¹⁸	RANGE 11 Clerical Assistant II ²³ Custodian Early Intervention Assistant I ²⁷ Instructional Assistant, Infant ²⁷
RANGE 17 Skilled Facilities Technician ²⁷ Skilled Trades Worker ²⁸	
RANGE 16 Accounting Technician ^{8, 23, 40} Administrative Assistant ²³ Computer Support Technician ²² Human Resources Specialist ²³	

***Title Change Per EMS Study 2016**

Personnel Commission Actions: ¹⁰02/21/2002, ²⁰05/16/02, ³¹11/21/02, ⁴⁰01/16/03, ⁵⁰04/17/03, ⁶⁰09/18/03, ⁷¹12/18/03, ⁸¹12/09/04, ⁹⁰08/11/05, ¹⁰⁰09/15/05, ¹¹¹11/17/05, ¹²¹12/15/05, ¹³⁰07/20/06, ¹⁴⁰09/29/06, ¹⁵¹11/16/06, ¹⁶⁰02/15/07, ¹⁷⁰05/17/07, ¹⁸⁰06/21/07, ¹⁹¹12/21/07, ²⁰⁰02/21/08, ²¹⁰03/20/08, ²²¹1/15/09, ²³⁰02/19/09, ²⁴⁰09/17/09, ²⁵¹10/15/09, ²⁶¹11/19/09, ²⁷¹1/21/10, ²⁸²2/18/10, ²⁹⁶6/24/10, ³⁰¹12/09/10, ³¹⁰1/20/11, ³²⁰4/21/11, ³³²2/16/12, ³⁴³15/12, ³⁵¹1/17/13, ³⁶²2/26/13, ³⁷⁹9/19/13, ³⁸²2/20/14, ³⁹⁰6/19/14, ⁴⁰²2/26/2014, ⁴⁰⁹09/13/18

ACOE Internal Alignment Chart -- CSEA Classifications

Presently Unused Classifications

RANGE 23 SharePoint Developer ³⁴ Senior Software Engineer ^{14, 22} Sr. Systems Analyst Senior Website Analyst ⁶	Multi-Media Technician Nutrition Education Assistant II ²⁰ Offset Press Operator, Journey Office Assistant
RANGE 22	RANGE 13 Gardener ¹⁵ Facilities Assistant II ⁹ Media Scheduling Specialist Multi-Media Resource Specialist ²³ Nutrition Operations Assistant ²⁶
RANGE 21 Software Engineer ²² Systems Analyst Website Programmer ^{2, 22}	RANGE 12 Campus Monitor Credentials Clerk Day Care Center Associate Teacher ³ Early Intervention Assistant II Instructional Assistant, Teen Families ^{4, 19} Nutrition Education Assistant I ²⁰ Offset Press Operator, Apprentice Resource Library Operations Assistant ³⁷
RANGE 20 Programmer Analyst Senior Budget Analyst Website and Database Analyst ³⁸	RANGE 11 Clerk Clerical Assistant II ²³ Driver ²⁷ Facilities Assistant ²⁷
RANGE 19 AFTER SCHOOL SPECIALIST 35 Community Outreach Liaison ²⁴ Graphic Designer ^{16, 23} Internal Communications/ Events Coordinator ³⁶ Nutrition Education Specialist/Cooking & Community ³² School & Community Health Specialist ³⁵ Student/Family Advocate ²⁴	RANGE 10 Clerical Assistant I ²³ Facilities Assistant I ⁹ Print Shop Assistant ¹⁰
RANGE 18 Electronics & Computer Systems Technician, Lead Facilities Operations Planner Video Production Technician, Lead	
RANGE 17 Facilities Technician ¹ Graphic Communications Specialist	
RANGE 16 CALSTRS Counselor/Specialist ²³ Credentials Specialist Computer Operator Educational Technology Trainer Electronics & Computer Systems Tech., Journey Video Production Technician Accounting Specialist II- <i>retitled Accounting Technician</i>	
RANGE 15 Electronics & Computer Systems Tech., Intermed.	
RANGE 14 Day Care Center Site Supervisor ³ Microcomputer Technical Assistant	

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
- PERS Select (effective January 2013)
- VSP (effective January 2013)

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 **The Standard** for each employee not to exceed eight dollars and thirty-five cents (\$8.35) per month.

Alameda County Office of Education					
CSEA Salary Schedule					
EFFECTIVE July 1, 2021 CSEA approved 11/09/2021					
NEW HIRES 7.50 hours per day -ACOE					
	Range	Step	Annual	Monthly	Hourly
Business Analyst	23	1	102,677.04	8,556.42	52.46
Database Administrator		2	107,799.12	8,983.26	55.07
Instructional Designer		3	113,179.68	9,431.64	57.82
Network Administrator		4	118,842.36	9,903.53	60.69
Network Engineer		5	124,786.68	10,398.89	63.74
Senior Client Support Analyst					
Senior Network Systems Technician					
School Social Worker	22	1	93,748.80	7,812.40	47.89
School Support Counselor		2	98,447.88	8,203.99	50.30
		3	103,358.28	8,613.19	52.81
		4	108,527.28	9,043.94	55.44
		5	113,955.24	9,496.27	58.21
Client Support Analyst	21	1	85,619.04	7,134.92	43.74
Community Outreach Specialist		2	89,895.36	7,491.28	45.92
Family and Community Engagement Specialist		3	94,406.40	7,867.20	48.25
School Health and Safety Analyst		4	99,129.12	8,260.76	50.65
Senior Budget Analyst/Accountant		5	104,086.92	8,673.91	53.17
Software Engineer					
Support Center Team Lead					
Website and Database Analyst					
Budget Analyst/Accountant II	20	1	78,429.36	6,535.78	40.07
Communications Specialist		2	82,352.88	6,862.74	42.07
Digital Content Producer		3	86,464.92	7,205.41	44.18
Senior Payroll Analyst/Accountant		4	90,788.40	7,565.70	46.38
Website Developer		5	95,322.72	7,943.56	48.69
Budget Analyst/Accountant I	19	1	72,085.56	6,007.13	36.83
Internal Communications/ Events Coordinator		2	75,680.40	6,306.70	38.66
Payroll Analyst/Accountant		3	79,463.16	6,621.93	40.59
Project Specialist		4	83,433.96	6,952.83	42.62
Retirement Specialist		5	87,616.20	7,301.35	44.76
Support Center Specialist					
Youth Development Specialist					
Senior Administrative Assistant	18	1	66,516.84	5,543.07	33.98
Senior Credentials Specialist		2	69,829.80	5,819.15	35.69
Senior Human Resources Specialist		3	73,330.80	6,110.90	37.46
Senior Personnel Specialist		4	76,996.08	6,416.34	39.33
Senior Purchasing Specialist		5	80,849.28	6,737.44	41.60
Administrative Assistant	17	1	61,629.84	5,135.82	31.49
Skilled Facilities Technician		2	64,731.36	5,394.28	33.06
Skilled Trades Worker		3	67,950.24	5,662.52	34.71
		4	71,357.04	5,946.42	36.44
		5	74,928.48	6,244.04	38.28

Alameda County Office of Education					
CSEA Salary Schedule					
EFFECTIVE July 1, 2021 CSEA approved 11/09/2021					
NEW HIRES 7.50 hours per day -ACOE					
Range	Step	Annual	Monthly	Hourly	
Accounting Technician Computer Support Technician Human Resources Specialist Leaves/Benefits Technician Personnel Specialist Purchasing Specialist					
	1	57,424.08	4,785.34	29.34	
	2	60,290.40	5,024.20	30.80	
	3	63,297.96	5,274.83	32.35	
	4	66,470.04	5,539.17	33.96	
	5	69,783.00	5,815.25	35.67	
Administrative Secretary Educational Technology Support Specialist Lead Custodian Records Database Specialist, SIS Records Database Specialist, SRC	1	53,782.08	4,481.84	27.49	
	2	56,460.72	4,705.06	28.84	
	3	59,280.24	4,940.02	30.27	
	4	62,264.16	5,188.68	31.81	
	5	65,365.56	5,447.13	33.38	
Accounting Assistant Educational Mentor Human Resources Assistant Office Assistant II Office Specialist Orientation & Assessment Technician Personnel Assistant Shipping & Receiving Specialist Utility Worker II	1	50,657.04	4,221.42	25.88	
	2	53,194.80	4,432.90	27.18	
	3	55,849.80	4,654.15	28.53	
	4	58,645.68	4,887.14	29.96	
	5	61,582.92	5,131.91	31.47	
Account Clerk Custodian Nutrition Operations Assistant Office Assistant I Utility Worker	1	48,025.56	4,002.13	24.53	
	2	50,445.72	4,203.81	25.78	
	3	52,959.84	4,413.32	27.05	
	4	55,614.96	4,634.58	28.41	
	5	58,387.32	4,865.61	29.83	
Courier Early Intervention Home Visitor Paraeducator, Community Schools Paraeducator, Juvenile Court School Resource Library Operations Technician	1	45,864.00	3,822.00	23.44	
	2	48,143.16	4,011.93	24.60	
	3	50,563.08	4,213.59	25.83	
	4	53,077.20	4,423.10	27.11	
	5	55,732.32	4,644.36	28.47	
Early Intervention Assistant Paraeducator, Infant	1	44,078.04	3,673.17	22.53	
	2	46,286.88	3,857.24	23.64	
	3	48,589.56	4,049.13	24.83	
	4	51,033.24	4,252.77	26.07	
	5	53,570.52	4,464.21	27.36	

Annual Longevity 9+ thru 14 = \$2,520 | 15+ thru 19 = \$5,040 | 20+ = \$7,560 | 27+ = \$8,760 paid on a monthly basis

updated 11/9/2021

Longevity is for years of service at ACOE

12 163.125

Alameda County Office of Education CSEA Salary Schedule EFFECTIVE July 1, 2021 CSEA approved 11/09/2021					
		CalPERS Reference Only		APPLICABLE IF WORK HOURS WERE 8.0 hours per day	
	Range	Step	Annual	Monthly	Hourly
Business Analyst	23				
Database Administrator		1	109,116.59	9,093.05	52.46
Instructional Designer		2	114,545.38	9,545.45	55.07
Network Administrator		3	120,265.37	10,022.11	57.82
Network Engineer		4	126,234.96	10,519.58	60.69
Senior Client Support Analyst		5	132,578.95	11,048.25	63.74
Senior Network Systems Technician	22				
		1	99,611.01	8,300.92	47.89
School Social Worker		2	104,623.80	8,718.65	50.30
School Support Counselor		3	109,844.59	9,153.72	52.81
		4	115,314.98	9,609.58	55.44
		5	121,076.57	10,089.71	58.21
Client Support Analyst	21				
Community Outreach Specialist		1	90,979.03	7,581.59	43.74
Family and Community Engagement Specialist		2	95,513.42	7,959.45	45.92
School Health and Safety Analyst		3	100,359.81	8,363.32	48.25
Senior Budget Analyst/Accountant		4	105,351.80	8,779.32	50.65
Software Engineer		5	110,593.39	9,216.12	53.17
Support Center Team Lead					
Website and Database Analyst	20				
Budget Analyst/Accountant II		1	83,345.44	6,945.45	40.07
Communications Specialist		2	87,505.43	7,292.12	42.07
Digital Content Producer		3	91,894.22	7,657.85	44.18
Senior Payroll Analyst/Accountant		4	96,470.21	8,039.18	46.38
Website Developer		5	101,275.01	8,439.58	48.69
Budget Analyst/Accountant I	19				
Internal Communications/ Events Coordinator		1	76,606.25	6,383.85	36.83
Payroll Analyst/Accountant		2	80,412.65	6,701.05	38.66
Project Specialist		3	84,427.04	7,035.59	40.59
Retirement Specialist		4	88,649.43	7,387.45	42.62
Support Center Specialist		5	93,100.62	7,758.39	44.76
Youth Development Specialist	18				
Senior Administrative Assistant		1	70,678.26	5,889.86	33.98
Senior Credentials Specialist		2	74,235.06	6,186.25	35.69
Senior Human Resources Specialist		3	77,916.65	6,493.05	37.46
Senior Personnel Specialist		4	81,806.24	6,817.19	39.33
Senior Purchasing Specialist		5	86,527.83	7,210.65	41.60
Administrative Assistant	17				
Skilled Facilities Technician		1	65,499.07	5,458.26	31.49
Skilled Trades Worker		2	68,764.67	5,730.39	33.06
		3	72,196.66	6,016.39	34.71
		4	75,795.05	6,316.25	36.44
		5	79,622.25	6,635.19	38.28

Alameda County Office of Education CSEA Salary Schedule EFFECTIVE July 1, 2021 CSEA approved 11/09/2021					
		CalPERS Reference Only		APPLICABLE IF WORK HOURS WERE 8.0 hours per day	
	Range	Step	Annual	Monthly	Hourly
Accounting Technician	18	1	61,027.08	5,085.59	29.34
Computer Support Technician		2	64,063.88	5,338.66	30.80
Human Resources Specialist		3	67,287.87	5,607.32	32.35
Leaves/Benefits Technician		4	70,636.66	5,886.39	33.96
Personnel Specialist		5	70,636.66	5,886.39	35.67
Purchasing Specialist					
Administrative Secretary	15	1	57,179.09	4,764.92	27.49
Educational Technology Support Specialist		2	59,987.08	4,998.92	28.84
Lead Custodian		3	62,961.48	5,246.79	30.27
Records Database Specialist, SIS		4	66,164.67	5,513.72	31.81
Records Database Specialist, SRC		5	69,430.27	5,785.86	33.38
Accounting Assistant	14				
Educational Mentor					
Human Resources Assistant		1	53,830.30	4,485.86	25.88
Office Assistant II		2	56,534.29	4,711.19	27.18
Office Specialist		3	59,342.29	4,945.19	28.53
Orientation & Assessment Technician		4	62,316.68	5,193.06	29.96
Personnel Assistant		5	65,457.47	5,454.79	31.47
Shipping & Receiving Specialist					
Utility Worker II					
Account Clerk	13	1	51,022.30	4,251.86	24.53
Custodian		2	53,622.30	4,468.52	25.78
Nutrition Operations Assistant		3	56,263.89	4,688.66	27.05
Office Assistant I		4	59,092.69	4,924.39	28.41
Utility Worker		5	62,046.28	5,170.52	29.83
Courier	12	1	48,755.11	4,062.93	23.44
Early Intervention Home Visitor		2	51,167.90	4,263.99	24.60
Paraeducator, Community Schools		3	53,726.30	4,477.19	25.83
Paraeducator, Juvenile Court School		4	56,388.69	4,699.06	27.11
Resource Library Operations Technician		5	59,217.49	4,934.79	28.47
Early Intervention Assistant	11	1	46,862.31	3,905.19	22.53
Paraeducator, Infant		2	49,171.11	4,097.59	23.64
		3	51,646.30	4,303.86	24.83
		4	54,225.50	4,518.79	26.07
		5	56,908.69	4,742.39	27.36

Annual Longevity 9+ thru 14 = \$2,520 | 15+ thru 19 = \$5,040 | 20+ = \$7,560 | 27+ = \$8,760 paid on a monthly basis

12 173.333

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 hereby appeal the disposition of the grievance described on the attached form for the reason(s) set forth above.

DATE:

SIGNATURE:

COUNTY SUPERINTENDENT'S DECISION:

DATE:

SIGNATURE:



Employee Name: _____

Job Title: _____

Evaluation Period Start: _____

Evaluation Period End: _____

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Evaluation Type:	Probationary	Permanent	Department:	
	<input type="checkbox"/> 3 month <input type="checkbox"/> 5 month <input type="checkbox"/> Other	<input type="checkbox"/> Annual <input type="checkbox"/> Special	Evaluator:	

Service		Exceeds Standards	Meets Standards	Approaching Standards	Not Meeting Standards	N/A
FLEXIBLE	1 Provides prompt, personalized, and respectful service to internal and external clients	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2 Works actively to assist in achieving the service goals of department and ACOE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3 Demonstrates courtesy and professionalism when interacting with internal and external clients	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4 Responds appropriately to emergencies, accidents, and/or equipment failures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5 If applicable: Demonstrates adaptability in performing a variety of duties in service of school programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Work Habits		Exceeds Standards	Meets Standards	Approaching Standards	Not Meeting Standards	N/A
ACCOUNTABLE	6 Follows ACOE's policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7 Adheres to assigned work schedule and follows department procedures regarding absences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8 Maintains a neat and orderly work area, including clear records and easily accessed files	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	9 Demonstrates good judgment to complete assigned tasks (i.e., working independently as required and/or by collaborating with others)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	10 Completes tasks efficiently, accurately, and in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	11 Follows safe and healthful work practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Appendix E-1 (continued)

C O L L A B O R A T I V E	Working Relationships		Exceeds Standards	Meets Standards	Approaching Standards	Not Meeting Standards	N/A
	12	Demonstrates consideration of how position tasks, deadlines, and organization of duties impact other colleagues and manager(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	13	Demonstrates flexibility in all working relationships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	14	Coordinates work with others and offers assistance when appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	15	Suggests appropriate changes to improve programs; raises questions and offers practical ideas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	16	If applicable: Establishes and maintains a positive relationship with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Communication						
	17	Demonstrates appropriate oral and written communication skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	18	Follows protocol and proper chain of command within the scope of responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	19	Discusses and clarifies work assignments with supervisor(s) as necessary or requested	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	20	Maintains appropriate confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E M P O W E R E D	Position Knowledge / Skills		Exceeds Standards	Meets Standards	Approaching Standards	Not Meeting Standards	N/A
	21	Demonstrates knowledge of position and methods to perform duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	22	Applies necessary technology when completing tasks, and continues to stay current with technology required for position	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	23	Interprets and applies, as assigned, pertinent laws, codes, rules, and regulations accurately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	24	If applicable: Trains, directs, and/or coordinates the work and services of others effectively when necessary to meet position requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	25	If applicable: Is responsive and effective in meeting the individual student's needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trades & Technical (Applicable only to Technical & Trades positions)						
	26	Operates applicable tools and equipment safely and effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	27	Maintains equipment and/or building and grounds; completes repairs as appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	28	Adheres to rules and regulations regarding environmental laws	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strategic Goals/Actions	
Employee Strengths/Accomplishments	
Current Employee Challenges	
Support Needed	
Next Steps or Goals	
Current Opportunities for Growth	

Comments and Action	
<p>Employee's Comments <i>(employee has up to 10 business days to add comments)</i></p> <p><input type="checkbox"/> check box if you will add comments to be attached within 10 business days</p> <p>_____ Employee's Initials</p>	
<p>Evaluator's Comments</p>	
<p>The evaluator recommends the following action regarding the job performance of this employee:</p> <p><input type="checkbox"/> Retain on probation</p> <p><input type="checkbox"/> Place/Continue on permanent status</p> <p><input type="checkbox"/> Not recommended for permanent status</p>	

Acknowledgement and Signature

It is understood that in signing this performance report the employee acknowledges having seen and discussed the rating but does not necessarily agree with the conclusions of the evaluator.

It is further understood that the employee has the right to appeal all or any part of this performance evaluation, to the next higher supervisor.

_____ Employee's Signature <i>(Signature indicates receipt of Appraisal ONLY and not necessarily agreement)</i>	_____ Date
--	----------------------

Evaluator: _____	_____	_____
Print Name	Signature	Date

Head of Department: _____	_____	_____
Print Name	Signature	Date

HR Office Use

Evaluation will be placed in the employee's personnel file after review.

Reviewed by: _____	_____
Signature (Director of HR)	Date

Personnel File Processed By: _____	Date: _____
---------------------------------------	-------------



Classified Employee Performance Improvement Plan (PIP)

PIP Year: _____

Employee: _____ Title: _____

Direct Supervisor: _____ Title: _____

Target Areas:

Areas Not Meeting Standards (e.g. F-3, C-2)	Improvement Actions	Review Date(s)/Timeline

Review Notes from Target Areas:

Review Notes	Meeting Date	Initials

I have reviewed this Performance Improvement Plan (PIP) with my supervisor. I understand all elements of the PIP and have received a copy of this document. I am responsible for scheduling meetings to review the above information according to the timelines set in this document with my supervisor. I also understand that the final PIP document will be attached to my performance evaluation.

Supervisor's Signature

Date

Employee's Signature

ate

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

11/02

ALAMEDA COUNTY OFFICE OF EDUCATION

313 West Winton Avenue, Hayward, CA 94544-1136

(revised) 2021-22 CALENDAR

FOR

CSEA - CONFIDENTIAL - MANAGEMENT EMPLOYEES

CONFIDENTIAL MANAGEMENT EMPLOYEES

MONTH	WORK DAYS**	HOLIDAYS*	DATE	DESCRIPTION
July	21	1	Monday, July 5	Independence Day
August	22	0		
September	21	1	Monday, September 6	Labor Day
October	21	0		
November	19	3	Thursday, November 11	Veterans Day
			Thursday, November 25	Thanksgiving Day
			Friday, November 26	Thanksgiving Holiday
December	20	3	Thursday, December 23	Christmas Eve
			Friday, December 24	Christmas Day
			Friday, December 31	New Year's Day
Winter Closure: Thursday, December 23 - Friday, December 31				
For December 27th - 30th:				
CSEA Staff are required to use four (4) vacation days (per Article X - VACATION PLAN 10.3.5 of the CSEA collective bargaining agreement).				
Certificated Staff must schedule non work days.				
Classified Management may use vacation days.				
CSEA Probationary Employees will be extended up to four (4) vacation days.				
January	20	1	Monday, January 17	Martin Luther King, Jr. Day
February	18	2	Friday, February 18	Lincoln Day
			Monday, February 21	Washington Day
March	23	0		
April	21	0		
May	21	1	Monday, May 30	Memorial Day
June	21	1	Monday, June 20	Juneteenth National Independence Day
TOTAL	248	13		

* Pending employee unit agreements

** Classified only

Certificated Management: 221 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.



CLASSIFIED EMPLOYEE (CSEA) PROFESSIONAL DEVELOPMENT REIMBURSEMENT REQUEST

Article 12.2 (Professional Development Reimbursement) of the Agreement By and Between the California School Employees Association, Chapter 615, and the Alameda County Superintendent of Schools, provides:

The purpose of the professional development reimbursement is to support the educational advancement and career growth of ACOE employees. As a result, the County Office will benefit from improved employee performance, higher levels of workforce, and increased numbers of qualified internal candidates for promotional opportunities.

Employees may be reimbursed for the cost of books, printed/electronic materials, course-specific supplies, lab fees, official transcript fees, registration fees, and tuition under the following conditions:

- 12.2.1 The coursework 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 coursework can be related to accredited college classes, certificated programs, conferences, seminars, institutes, or online classes. Coursework must be related to ACOE's core business and aligns with its mission, vision, and values.
- 12.2.3 The Section Director or Division Head has given prior written approval for such reimbursement with final approval from HR.
- 12.2.4 The employee must submit completed approved reimbursement form and documentation to HR two (2) weeks prior to start of coursework.
The employee submits receipts for expenditures made in connection with the course or class and presents evidence of satisfactory completion within 60 days of coursework completion.
- 12.2.5 The maximum reimbursement amount of up to \$1500 is available per employee per fiscal year (July 1-June 30) as outlined below.
 - a. An amount of up to \$750 shall be reimbursed for class or coursework completion.
 - b. An additional amount of up to \$750 shall be reimbursed for a grade of "C" or better if the course is provided with a letter grade, or "pass" if the course is provided with a "pass/fail" grade only, or "credit" if the course is provided with a "credit/no credit" grade only.

To be completed by Employee:

Name: _____ Social Security No.: _____

Classification: _____

Approval is hereby requested for study reimbursement of approximately \$_____ for the following course/class:
(*\$1,500.00 maximum per Fiscal Year - July 1 thru June 30*)

Course # _____ Course Title: _____
(*Please attach copy of class/course/conferences/seminar/institutes or online description.*)

Dates and Hours of Class/Course Sessions: _____

Institution/College/University: _____

Purpose of Class/Course: _____

Number of Units Offered: _____ Signature: _____
Semester Quarter Employee

This Section Must Be Completed PRIOR to Course Work:

COURSE WORK: ☐ Approved ☐ Not Approved _____ Date: _____
Section Director/Division Head

☐ Approved ☐ Not Approved _____ Date: _____
Chief of People and Leadership

Coursework was completed on _____. (Transcripts and receipts MUST be attached.)

FOR HUMAN RESOURCES USE ONLY – Authorization to Reimburse

The Business Office is hereby authorized to reimburse _____ the sum of \$_____, in accordance with Section 12.2
Name of Employee
 of the Agreement By and Between the California School Employees Association, Chapter 615, and the Alameda County Superintendent of Schools.
 Budget code (14 digit) to which this expense is to be charged: _____

Signature: _____ Date: _____
Chief of People and Leadership