

# **CONTRACT FOR 2011 – 2014**

Piedmont Chapter #60

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

Piedmont Unified School District  
Effective July 1, 2011

**csea**

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**PREAMBLE**

This Agreement between the Piedmont Unified School District and the California School Employees Association and its Chapter #60 is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code. The term "Agreement" as used herein means the written agreement provided for under Section 3540.1(h) of the Government Code.

## **ARTICLE 1 - RECOGNITION**

- 1.1 Piedmont Unified School District acknowledges California School Employees Association and its Chapter #60 as the exclusive bargaining representative of the District's classified employees.
- 1.2 All classified employees, except those designated as management, supervisory, confidential, food service managers, short term, substitute, student employees, and professional experts or consultants shall be included in the bargaining unit.
- 1.3 Unit modifications shall be made in accordance with the rules established by the Public Employees Relations Board.

## ARTICLE 2 - CHECK OFF AND ORGANIZATIONAL SECURITY

2.1 Check Off: CSEA shall have the sole and exclusive right to have membership dues and initiation fees deducted from employees in the bargaining unit by the District. The District 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 CSEA and the District.

2.2 Membership: Any unit member who belongs to a recognized religious organization which prohibits its members from participating in a labor organization shall have an amount equal to CSEA dues deducted from the employee's wages. Such employees shall have the right to designate their dues to an IRS approved charitable organization determined by the Association and the District.

Any unit member may object to the non-representational use of the agency fee through procedures established by CSEA consistent with law. CSEA will provide a statement of rights and procedures to employees who wish to object to the non-representational use of the fee.

The Association shall indemnify and hold the District and Board harmless for any and all suits, claims or demands arising out of the administration and implementation of its check-off of Association dues or maintenance of membership provision.

2.3 Dues Deduction: The District shall deduct in accordance with the CSEA dues and service fee schedule initiation fees and dues from the wages of all classified employees.

### **ARTICLE 3 - ORGANIZATIONAL RIGHTS**

- 3.1 Designated and authorized representatives of the CSEA shall have the right to access before the duty day starts, during lunch periods, rest periods, and after the duty day ends to make contact with employees in the bargaining unit. Such representatives shall also have access to employees at other reasonable times if necessary, subject to approval of the site administrator or his/her designated representative. Approval may be withheld if access to the employee will unduly interfere with the employee's work.
- 3.2 Chapter #60 personnel may request the right to use copy machines and other facilities; however, the Chapter shall reimburse the District for any costs incurred in the use of said equipment. Meetings on District property may be arranged through the Superintendent; however, any costs accruing from such requests shall be paid for by CSEA chapter.
- 3.3 Upon request, the District shall furnish one copy of relevant materials necessary to enable it to fulfill its role as bargaining agent.
- 3.4 CSEA shall have the right to use, without charge, institutional bulletin boards, mailboxes and the use of the school mail system and other means of communication for posting or transmission of information or notices concerning CSEA matters.
- 3.5 Seniority list will be posted by March 31 each year. In addition the Seniority List will include the number of full-time hours for each position and the employee's date of hire. The following statement will be included on the list: "Night custodians receive full credit toward seniority."
- 3.6 CSEA shall have the right to conduct a one (1) hour orientation session on this Agreement for bargaining unit employees during regular working hours at a mutually agreeable time.
- 3.7 The Board will provide the President of the chapter with one (1) copy of the Board agenda and minutes, excluding confidential and personnel matters discussed during executive sessions, when it becomes available for distribution under normal circumstances to all other parties before regular Board meetings.

## ARTICLE 4 - EVALUATION PROCEDURES

- 4.1 Ratings for all regular and probationary employees shall be obtained at specified intervals during the work year. All evaluations shall be reviewed and signed by the employee prior to placed in his/her personnel file. If unsatisfactory is checked in the summary, then a copy will be sent to the Superintendent or designee. If needs to improve or unsatisfactory is checked, the comments section must include suggestions and recommendations for improvement. Each employee shall be provided with a copy of the completed evaluation form containing all required signatures. All evaluations will be conducted by the site or district administrator.
- 4.2 Evaluations on probationary employees may be performed at any time during the 9 month probation. Any employee whose permanent status may be in doubt will be given notification of concern(s) before the nine (9) month probationary period is concluded.
- 4.3
- A. Written evaluations on appropriate forms for permanent employees shall be completed by June 29 covering the annual period ending June 30.
  - B. The employee shall be informed of his/her right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.
  - C. All formal evaluations shall be filed in the employee's file in the personnel office and shall be available for the employee's inspection by appointment. The District will consult with the Association on the preparation of a new evaluation form.
  - D. Evaluation procedures only, as set forth in this Article, are subject to the grievance procedures.
  - E. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation.
- 4.4
- A. Rating Philosophy: Each rating report shall reflect the combined judgment and review of both the immediate supervisor and the administrative office immediately associated with the employee being rated.

- B. Rating Review: Any employee, who has reason to question an aspect of his/her performance rating, has the right to request a review of his/her evaluation by the (1) immediate supervisor (2) Superintendent, and (3) Board of Education.
  
- C. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements, but shall only be based upon the direct observation and knowledge of the evaluator. Any negative evaluations shall include specific recommendations for improvement and provisions for assisting the employee in implementing recommendations made. The employee shall have the right to review and respond to any derogatory evaluation.

4.5 Procedure for Dealing with Public Charges

4.5.1 Any complaint regarding a classified employee made to a member of the administration by any parent, student or other person which does or may influence the evaluation of an employee shall be discussed with the employee.

4.5.2 If the nature of the complaint suggests that there should be some preliminary investigation prior to informing the employee, that shall be done as quickly as reasonably possible.

4.5.3 Should either the involved employee and/or the District representative feel that there should be a meeting concerning the complaint, a meeting shall be scheduled with the complainant, the District representative, and the employee. The employee shall have the right to have CSEA representation at the meeting.

4.5.4 If the matter is not resolved at the meeting to the satisfaction of the complainant, or if the complainant does not attend the meeting, the complainant may put his/her complaint in writing and submit the original to the employee with a copy to the employee's immediate supervisor. The employee shall initial and date the written complaint. If no written complaint is received or if a written complaint is received and no formal action is taken by the Superintendent, the Superintendent or the Board within fifteen (15) days, the matter shall be dropped.

4.5.5

The written complaint and the attached response, if any, shall be placed in the employee's personnel file. If the employee challenges the truth of the allegations contained in the complaint, he/she may file a grievance on that basis. Such grievances shall be processed according to the procedures outlined at article 5 of this agreement, but shall commence at Level Four. Prior to beginning the arbitration process, however, the complainant shall be notified and be asked to appear and testify at the arbitration. If the complainant refuses at that time, or at any time prior to the hearing to do so, the matter shall be dropped and the material removed from the file unless the District believes that the best interests of the District require proceeding with the arbitration.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

5.1

A. Definitions

1. A "grievance" is a claim by an employee or the Association covered by this Agreement that there has been an alleged violation, misapplication or misinterpretation of a provision of this Agreement.
2. "Days" or "Working Days" as referred to in this Article shall both mean any day in which the District office is open for business.
3. Any grievance filed on behalf of any employee which would affect one or more employees when resolved, such resolution shall apply to any employees similarly grieved.
4. "Invalidate the grievance" means the employee(s) involved in a particular occurrence or incident has (have) waived the right to pursue a grievance arising therefrom.

B. Purpose

1. The purpose of this procedure is to obtain at the lowest possible administrative level, equitable solutions to alleged violations, misinterpretations or misapplications of a provision of this Agreement.
2. An employee may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected by the Association.
3. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the

Association has been given a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

4. The time limits specified at each grievance level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
5. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to the grievant, the time limits set forth herein should, if possible, be reduced so that the procedure may be exhausted prior to the end of the school year.

## 5.2

### Procedure

#### A. Level One:

A grievant will first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

#### B. Level Two:

1. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no satisfactory written decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance in writing, if he/she chooses, to the Superintendent within (10) days after the written decision, if applicable, at Level One. The grievance shall define the specific contract section believed violated and shall contain specific information to include the place and approximate date and time the alleged violation occurred. The grievant shall also summarize the proposed satisfactory resolution he/she desires to satisfy the alleged grievance.
2. Within five (5) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the grievant in an effort to resolve it.

#### C. Level Three:

If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within five (5) days, then the grievant shall submit the grievance to the Board by filing a copy with the Secretary of the Board. Notification of such an appeal shall be given to the employee's immediate supervisor and to the Superintendent. The Board, at its next regularly scheduled meeting, or within two (2) weeks of the filing of the appeal, whichever shall be later, shall meet with the grievant and at the grievant's request, an Association representative and the Superintendent or his/her designee to review such grievance in executive session. One additional employee's representative may be present at this meeting when necessary for a fair and complete presentation of the employee's appeal. The disposition by the Board shall be made to the employee by answering the grievance within seven (7) days of the meeting. A notification of such disposition shall be furnished to the grievant and the Superintendent.

D. Level Four:

1. If the grievant is not satisfied with the disposition of his/her grievance at Level Three or if no written decision has been rendered within seven (7) days after he/she has met with the Board, he/she may, within five (5) days after a decision by the Board or his/her designee, request in writing that the Association submit his/her grievance to advisory arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to advisory arbitration.
2. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the State Mediation and Conciliation Services. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.
3. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

4. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

### 5.3 Miscellaneous

- A. Arbitration cases not requested by the President of the Association shall make the grievant liable for any expenses incurred.
- B. Decisions rendered at Levels Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore will be transmitted promptly to all parties interested and to the President of the Chapter. Time limits for appeal provided in each level shall begin the day following receipt of written decision by parties interested.
- C. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he will, upon notice to his superior be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- D. 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.
- E. The District agrees that CSEA shall appoint job representatives from each job site from within the bargaining unit for the purpose of promoting an effective relationship between the District and the employees. CSEA shall provide the District with a list of names of job representatives at the beginning of each school year and shall notify the District of any changes that occur.

Job representatives may be granted release time upon prior approval of their immediate supervisor to assist in the resolution of grievances; however, job representatives shall first

obtain a written statement authorizing them to act in an employee's behalf, signed and dated by the affected employee.

- F. The failure of a grievant to proceed from one step of the grievance procedure to the next within the time limit shall invalidate the grievance.
- G. A grievance may be withdrawn at any level.
- H. The grievant has the responsibility to initiate the grievance within fifteen (15) working days of when he/she knew or should have known of the occurrence or incident which gave cause for the grievance. Failure to initiate a grievance within the specified time limits shall invalidate the grievance.
- I. If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor, the aggrieved may submit such a grievance in writing at Level 2.

## ARTICLE 6 - ALLOWANCES

- 6.1 Mileage: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current allowable IRS rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. Failure to obtain prior approval from an employee's immediate supervisor shall invalidate this provision of the contract.
- 6.2 Compensation for Travel Expenditures for Employees While on Approved School Trips
- A. Compensation for use of a personal automobile shall the current allowable IRS rate.
  - B. If the total distance traveled is in excess of two hundred (200) miles, the compensation shall be on the basis of air coach fare, if travel is by personal car, or actual cost of public transportation used. Necessary expenses in getting to and from the point of departure of the public transportation facility and the employee's points of origin and destination shall be added to the actual transportation fare.
  - C. If in, the opinion of the Business Office, the most satisfactory means of travel is by personal car, expenses for its use may be allowed at the current allowable IRS rate for distances in excess of two hundred (200) miles.
  - D. If several employees are traveling in the same car, travel expenses shall be allowed only for the person providing the car.
  - E. Other travel expenses, including but not necessarily limited to parking, bridge and highway tolls, taxi and bus fares, will be paid upon presentation of required evidence and approval of the Business Office.
- 6.3 The District shall bear the cost of the annual fee for each emergency credential required for classroom paraeducators to substitute for a credentialed teacher.

## **ARTICLE 7 - SAFETY CONDITIONS**

- 7.1 Safe conditions shall be maintained daily in all workplaces; hazardous conditions shall be remedied promptly.
- 7.2 Staff shall not be required to work under conditions that endanger their health or safety. The District shall provide whatever training and equipment e.g. goggles, gloves, masks and other safety items that are deemed necessary for employee safety by the employee, District or state mandates.
- 7.3 If a classified employee's personal safety is jeopardized by a student, community member or any other individual(s) during the performance of the employee's duties, the employee may exercise reasonable restraint in self-defense if no other alternatives exist. Any complaint arising out of use of such restraint shall result in an administrative investigation. No action shall be taken against the staff member unless and until the administration determines that such investigation warrants it.
- 7.4 Staff shall immediately report cases of assault suffered by them in connection with their employment to their principal or their immediate supervisor, who shall immediately report the incident to the police. Such notification shall be immediately forwarded to the Superintendent.

## ARTICLE 8 - EMPLOYEE RIGHTS/PERSONNEL FILES

- 8.1 A. Information of a derogatory nature, except material mentioned in paragraph E of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the employees shall be released from duty for this purpose without salary reduction.
- B. If the employee feels the derogatory material is in error, the employee shall have the right to file a grievance. However, the content of an evaluation shall be exempt from the grievance procedure. If the employee grieves the derogatory material as specified under the grievance procedure, the material shall be placed in a grievance file and shall not become a part of the personnel file.
- C. Except as provided in paragraph 8.1.A, every employee shall have the right to review the contents of his/her file at reasonable times with approval of the immediate supervisor. Such review shall take place in the presence of a district records custodian. The employee has the right to have a representative of the association accompany him/her in such review.
- D. For a minimal charge an employee shall be given a copy of information contained in his/her personnel file.
- E. "Personnel File" shall not include materials which:
1. were obtained prior to the employment of the person involved;
  2. were prepared by identifiable examination committee members;
- or
3. were obtained in connection with a promotional examination.
- 8.2 The District shall print and distribute to CSEA sufficient copies of the completed contract so that each employee may receive one (1).

8.3 The personnel office shall furnish all new employees upon date of hire with a copy of the contract along with a job description and classified salary schedule. The employee shall sign a receipt for these materials.

## ARTICLE 9 - LAYOFF AND REEMPLOYMENT

9.1 When the Board of Education determines that layoff is necessary, the procedures for layoff shall be administered under this article.

### 9.2 Definitions

A. Employee: An employee for the purposes of this article is an employee in the regular classified service.

B. Layoff: A layoff is a separation from a position, or reduction in assigned time (hours/days/work year) due to lack of work, lack of funds, or as a result of displacement (bumping).

C. Seniority: Seniority for service prior to July 1, 1971, shall be based on the date of hire in the present classification plus equal and higher classes and shall be converted to hours in paid status as follows:

40 hour per week employees = 173.33 hours per month

37.5 hour per week employees = 162.50 hours per month

Other employees shall be accorded hours as per District records. Seniority for employees hired July 1, 1971, or after shall be all hours in paid status in the present classification, plus equal and higher classes. In no event shall overtime or substitute time be counted.

D. Voluntary Layoff: Voluntary layoff is when an employee consent to a reduction of assigned time or assignment to a lower classification in lieu of layoff.

### 9.3 Application

A. The employee with the least seniority in the affected class plus seniority accrued from serving in an equal or higher classification shall be laid off first.

B. If two (2) or more employees subject to layoff have equal seniority, the determination as to who will be laid off will be made on the basis of the earliest hire date in the District, and if that be equal, then determination shall be made by lot.

- C. Any employee, who, in order to avoid interruption of employment, voluntarily consents to a reduction in hours of employment or assignment to a lower classification than that in which the employee has permanence is considered to have taken a voluntary layoff.
- D. An employee laid off in one classification, who previously served in a lower classification, may move into that lower classification if his/her seniority is greater than those employees presently serving in that classification.
- E. Employees whose positions have been reclassified pursuant to the reclassification study shall carry over the seniority earned in their prior classification to that new classification or sub-classification in the case of Maintenance Technicians.
- F. Notwithstanding any other provision of this article, an employee shall be entitled to elect layoff when served with a notice of layoff. Such election shall, for all purposes, be deemed involuntary.
- G. An employee may elect layoff when there has been a layoff notice issued to any other employee in his/her classification. This shall be called a substitutionary layoff and such election shall, for all purposes, be deemed involuntary. CSEA agrees to defend, indemnify and hold the District harmless from any and all claims against the District arising from the implementation of Article 9.3.G.

9.4 Notice

- A. A written notice of layoff shall be given to affected employees no later than forty-five (45) days prior to the effective date of the layoff.
- B. Notice of layoff may be given in less than forty-five (45) days when a financial or unforeseeable emergency exists.
- C. The notice shall contain: (1) the employee's displacement rights, if any; (2) the employee's reemployment rights; and (3) the employee's right to discuss layoff with the Superintendent; (4) a statement that the employee may be eligible for unemployment benefits, and (5) a statement of the effective date of layoff.

- D. Copies of layoff notices shall be provided to CSEA.
- E. Employees who have been given notice of layoff shall respond in writing, such writing to be delivered or postmarked within at least five (5) working days of receiving such notice by personal service or certified mail, of their intent to exercise seniority rights for displacement to a lower classification in which the employee has served or reduction of assignment hours.
- F. Failure to give written notice under the provisions of this section shall cause reinstatement of the affected employee who may then be subject to layoff.

9.5 Reemployment Rights

- A. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Involuntary layoff rights shall continue for thirty-nine (39) months from the date of layoff. When there is a voluntary reassignment or demotion in lieu of layoff, employees shall be placed on reemployment lists for an additional twenty-four (24) months.
- B. Reemployment shall be in the reverse order of layoff.
- C. Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority in each classification.
- D. Such employees shall be notified by certified/registered mail at the last known address of record or by telephone. The employee shall respond in writing to the Superintendent of acceptance. Such writing shall be delivered or postmarked within at least five (5) working days from the date of postmark of such notice.

9.6 An employee on the reemployment list shall receive all offers of reemployment for a period of one (1) year. Thereafter, if the employee wishes to receive offers of reemployment, he/she shall request it in writing. When vacancies arise and employees in layoff status have no reemployment rights to the position, they shall be notified of the vacancy pursuant to the procedure described in this section 9.6 and shall be given consideration if they are qualified as determined by the District.

9.7 Continuation of Benefits

All permanent employees who are separated from their positions as a result of layoff shall receive the benefits to which they are entitled pursuant to Article 19 for one (1) month following the effective date of the layoff.

9.8 Each employee may use a maximum of eight (8) hours of regular work time for employment interviews and all application processes with potential employers.

9.9 The District and CSEA agree that this article constitutes a complete and final negotiation of the procedures, impact and effects of layoff; that if a layoff becomes necessary, the District may act pursuant to this article without further negotiation.

## ARTICLE 10 - TRANSFER OR PROMOTION

### 10.1 Definitions:

- A. A transfer is defined as a change between school sites within the same position classification.
- B. A promotion is a change from one position to another position in a higher classification, and may or may not involve a change of school site.

### 10.2 Procedures:

- A. When a position is created or a vacancy arises, the District shall post a notice of all vacancies at each school site.
- B. The notice shall include: reason for vacancy, the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filling the vacancy.
- C. Any employee in the unit may file for the transfer or promotion by submitting written notice to the Superintendent within the posting period. Any employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.

### 10.3 First Consideration in Transfer or Promotion:

- A. When a new position is created by the Board or an existing position becomes vacant, (either position represented by CSEA) and after any employer initiated transfers (10.6), the District shall fill that position by considering, in the following order:
  - (1) employees who apply for a transfer;
  - (2) employees who apply for a promotion provided that their training and abilities meet the District's requirements for the position. In arriving at a decision, the Superintendent may consider the good of the service, qualifications, experience, education and interviews;
  - (3) hire from outside the District.

- B. When a request for transfer or promotion is denied, reasons for the denial will be given by the Superintendent's office. Such reasons will be given in writing.
- C. In case of more than one qualified district finalist as determined by the initial interview panel, a second interview will be conducted by a different interview panel. The final decision is the responsibility of the immediate supervisor.

10.4 Voluntary Transfer:

- A. If more than one employee applies for a transfer, the employee with the greatest seniority shall be transferred provided the employee's training and abilities meet District requirements for the position. In arriving at a decision, the Superintendent may consider the good of the service, qualifications, experience, education and interviews.

10.5 Evaluation for Promoted Employees:

- A. If a permanent employee is promoted to a higher classification, that employee shall serve a probationary period of six months in that position and shall be evaluated pursuant to Article 4. In the event the employee is found unsatisfactory in the higher classification, he or she shall be reinstated in permanent status in his or her former classification unless there is cause for dismissal .
- B. If a probationary employee is promoted to a higher classification before the end of the probationary period, the probationary period for that employee shall be extended for six months from the date of the promotion, during which time he or she shall be evaluated in accordance with Article 4.

10.6 Employer initiated Transfers:

- A. The District may transfer an employee at any time, provided, however, the transfer shall not be effected for punitive or preferential reasons. A transfer must be discussed with the employee.
- B. Notification of impending transfer shall be given to the employee at least ten working days prior to the change. This requirement may be modified upon mutual agreement between the employee and the Superintendent.
- C. Transfer must not be to a lower range of pay.

10.7 Medical Transfers:

- A. The District may give alternate work, when available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class.
  
- B. If an employee has a significant medical and/or mental problem, the District may require the employee to have a medical examination by a jointly agreed upon physician to determine if the problem limits the employee from carrying out his/her duties. The cost of the exam shall be the responsibility of the District. If a physician cannot be jointly agreed upon, the Alameda/Contra Costa Medical Association will be asked to provide a list of three physicians from which one will be selected by the Association and District.

10.8 Differential Compensation:

- A. Assignment to positions for which differential compensation is provided, whether monetary or in the form of a reduced work shift, shall be made on the basis of seniority among those within the appropriate class. This policy notwithstanding, temporary assignment of less than twenty (20) working days shall be made at the pleasure of the administration.
  
- B. No employee assigned to work in a position entitled to differential compensation shall be demoted in class or grade as a result of such assignment.
  
- C. An employee regularly assigned to a position entitled to receive differential compensation shall continue to receive it, provided he/she works twenty (20) days or less in a position not entitled to differential compensation

## ARTICLE 11 - LEAVES

### 11.1 Definitions

- A. Paid leave of absence means that an employee shall be entitled:
- (1) To receive wages and all fringe benefits including but not limited to insurance and retirement benefits.
  - (2) To return to the same assignment held immediately preceding the commencement of the leave, unless such assignment is not available. If such assignment is not available, then the employee shall return to a similar assignment.
  - (3) To receive credit for annual salary increments provided during the leave.
- B. Unpaid leave of absence means that an employee shall be on leave without pay and shall have the option of paying for benefits accorded full-time employees (except where prohibited by carrier).

### 11.2 Sick Leave

- A. Classified employees shall be entitled to paid leave of absence for personal illness or injury at the rate of one (1) day for each month of service rendered during a fiscal year, providing the employee was in a paid status for half or more of the working days in the month.

All unit members who use not more than two (2) sick leave days during the year (July 1 – June 30) shall be credited with three (3) additional days of sick leave; those who have used not more than three (3) shall be credited with two (2) additional days of sick leave; those who have not used more than four (4) shall be credited with one (1) additional day of sick leave.

- B. Unused sick leave credits shall be accumulated from year to year without limit.
- C. Application for sick leave benefits requires the signature of the Principal, Department Head, or Supervisor. In the event that an employee is absent for more than three (3) consecutive working days, the Superintendent may request a statement from a licensed physician be attached to his application for sick leave benefits. The Superintendent may require a

classified employee to present a signed statement from a licensed physician for any absence due to illness or injury when, in his judgment, it is in the best interests of the District to do so.

- D. Unused sick leave must be credited toward retirement regardless of employee's hire date.
- E. In addition to employee's right to use of sick leave for their own illness or injury; an employee shall also be able to use available sick leave for bereavement as defined in 11.6 B, to care for a seriously ill child, spouse or parent, or for the birth of a child or the adoption of a child by the employee, or placement with employee of foster child.

If an employee uses District paid or unpaid leave, and the leave meets the requirements of the Family Care Leave, both leaves will run concurrently. If an employee requests Family Care Leave, the District may require the District leave that meets the requirements to be used concurrently.

The District shall maintain the employee's health benefits (if any) on the same basis as if the employee were in paid status. The employee's absence under this provision shall not be considered a break in service, and the employee will be returned to his/her job without any loss of seniority status.

### 11.3 Extended Leave

- A. Classified employees shall be entitled to up to 100 days of extended leave in addition to the days to which he/she is entitled under Article 11.1 and Education Code 45192. Such days shall be compensated up to 50% of the employee's regular salary. Employees are eligible for this leave only after all accrued sick leave has been exhausted.
- B. A permanent, classified employee, who because of non-industrial accident or illness has exhausted all entitlement to paid and unpaid leave of absence, shall be placed on a reemployment list for a period of thirty-nine (39) months. If, at any time during the thirty-nine (39) months, the employee is able to assume the duties of his/her classification, he/she shall be reemployed in the first vacancy in his/her classification with preference over all other applicants except for those laid off for lack of work or lack of funds.

- C. Before an employee leaves the service of the District for reason of health, he/she shall have the opportunity to apply for other appropriate leaves.

#### 11.4 Workers Compensation Leave

- A. All classified employees of the District are insured under the State Compensation Insurance Fund and are entitled to protection under this insurance for injuries or illnesses sustained during the performance of duty. In all cases, the laws in effect pertaining to Workers' Compensation Insurance shall prevail. Each employee has the responsibility to report an illness or injury immediately to the Business Office on forms provided by the District.
- B. Allowable leave shall not be more than sixty (60) working days in any one (1) fiscal year for the same accident.
- C. Allowable leave shall not be accumulative from year to year.
- D. Industrial accident or illness leave will commence on the first day of absence.
- E. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- F. When an industrial accident or illness occurs at a time when a full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- G. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under the Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving Workers' Compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation or other available leave, which as when added to the Workers' Compensation award, provide a full day's wage or salary.

- H. Period of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- I. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of Education, the employee shall endorse to the District, wage loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- J. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
- K. An employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the State.
- L. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

#### 11.5 Quarantine Leave

Any classified employee who is absent from duty because of quarantine which results from his contact with other persons having a contagious disease while performing his duties, shall be compensated at his regular salary rate during such absence, provided that an official statement certifying to the need for the absence is submitted.

#### 11.6 Bereavement Leave

- A. A classified employee shall be granted necessary leave of absence without loss of pay not to exceed three (3) workdays (five (5) days if two hundred (200) miles or out of state travel is required), on account of the death of a member of his/her immediate family.
- B. A member of the immediate family is defined as: mother, father, father-in-law, mother-in-law, grandmother, grandfather of the employee or the spouse, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the employee, grandchild of employee or spouse, aunts and uncles or any relative or significant person living in the immediate household of the employee.
- C. No deduction shall be made from the salary of an employee granted such leave nor such leave be deducted from other leaves granted by the Board of Education.

11.7 Personal Necessity Leave

Six (6) days of absence earned for sick leave under Section 11.1 of this article may be used by the employee in cases of personal necessity. If possible, prior approval of the employee's immediate supervisor shall be obtained as far in advance as possible. Such leave may be used on the following basis:

- A. A maximum of three of these six days which may be granted to a classified employee for urgent personal reasons at the discretion of the administrator to whom he or she is responsible. Up to forty-five minutes may be taken with the permission of the immediate supervisor and such excused absence shall not be charged to any other absence.
- B. The death of a member of the employee's immediate family as defined in Article 11.5.B when additional leave is required beyond that provided in Section 11.5 of this Article. In addition to the Bereavement Leave Benefits, additional days of personal necessity or emergency leave may be granted.
- C. Accident involving the employee's person or property of the person or property of his/her immediate family as defined in Article 11.5.B of such nature that the immediate presence of the employee is required during his workday.

- D. When resulting from an appearance in any court or before any administrative tribunal as a litigant or party.
- E. Serious or critical illness of a member of the immediate family as defined in Article 11.5.B which calls for the services of a physician and which can be verified by the physician's statement. Such illness must be a nature requiring the immediate presence of the employee during the workday.
- F. Personal Necessity Leave may be approved for other reasons at the discretion of the Superintendent, and upon submission of adequate proof that necessity does, in fact, exist. Such proof is to be submitted to the Superintendent or his/her designated assistant according to rules prescribed by the Board of Education.

11.8 Personal Leave

Two days of leave with compensation at full pay shall be granted to a classified employee when the employee gives written notice (see District Form E-11) to the site administrator that it is/was for urgent personal reasons.

If all eligible days are not used by an individual employee, remaining unused two (2) days shall be rolled into that person's sick leave balance.

11.9 Pregnancy Leave

The District shall provide for leave of absence from duty for any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date 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.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by any school district.

Except as provided herein, written and unwritten employment policies and practices of any school district shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

This section shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability. If on unpaid maternity leave, the employee, provided the current carrier agrees to the arrangement, shall have the option to remain as an acting participant in any District fringe benefit programs at her own expense.

11.10 Child Rearing Leave

Upon request, the Board shall provide an employee who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his or her infant not to exceed thirty-six (36) weeks. The Board may, however, extend these maximums at their discretion. An employee shall notify the Board that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. An employee who is adopting a child shall be entitled to utilize leave as provided under Personal Necessity Leave, for the purpose of caring for the needs of the adopted child. The employee shall have the option of paying for any fringe benefits provided the carrier has no objections.

11.11 Family Medical Leave: Pursuant to the Federal Family and Medical Leave Act of 1993 (29 U.S.C. Sections 2601 et seq.) and the California Family rights Act (Government Code Section 12945.2) an employee may be eligible for either paid or unpaid family care and medical leave, for family and medical purposes, depending on each employee's particular circumstances. The District will comply with all mandated provisions under these acts and reserves the right to act within the dictates of the law. A member of the immediate family shall be defined in Article 11.5 B. with the addition of "Exceptions may be considered".

11.12 General Leaves of Absence

A. Requests for necessary or voluntary unpaid leaves of absence for reasons not specified in this agreement will be considered. Such leave may be granted by the Board of Education upon recommendation of the Superintendent for up to a 12 month period. At the conclusion

of the initial period for which granted, leave may be extended for up to an additional 12 month period at the option of the Board of Education.

The employee on general leave must provide written intent to return to the Superintendent at least three (3) months prior to the expiration of the leave. Failure to submit the notification in writing will constitute a resignation effective the last day of the approved leave.

Employees on general leave may request a change in leave status to reflect a change in circumstances to the Superintendent of Business Services and Human Resources. Status may be changed by the approval of the Governing Board.

- B. Such leaves shall be granted only for purposes which are in the best interests of the school district.
- C. Upon return from a leave of absence after the time originally specified for the leave, the employee shall be reinstated to his/her original position, provided prior approval (or agreement) was given by the Board of Education, or if not possible, to an equivalent position, based on current salary schedule, which he/she held at the time the request for leave was granted.
- D. Employees on Leave of Absence shall have the option of paying for benefits accorded full time employees (except when prohibited by carrier).
- E. Before an employee leaves the service of the District for reasons of health, he/she shall have the opportunity to apply for other appropriate leaves.

#### 11.13 Military leave

In all matters of military leave, the Military and Veterans' Code will be followed strictly.

#### 11.14 Leave for Judicial and Official Appearance and Jury Duty

- A. An employee shall be entitled to paid leave for court appearance under subpoena.

- B. Jury Duty -- the Board of Education shall grant leaves of absence to any employee regularly called for jury duty in the manner provided by law and shall grant such leave with pay.
- C. If the employee receives Juror's fees while on leave under this section, such fees (exclusive of court reimbursement of travel) shall be remitted to the Board of Education.

11.15 Association Leave

Two persons designated by the President of the Association will be granted up to five (5) days release time to attend local, state or national conferences provided, however, that notice to participate in this release time is given at least seven (7) days in advance of the commencement of the leave to the Superintendent. If the District in good faith determines that substitutes are required, it shall notify the Association as soon as it knows that they will be needed. The Association shall reimburse the District the cost of the substitutes. The District and the Association shall mutually agree to a time-schedule of payments should the Association be unable to make the reimbursement in a lump sum.

11.16 Catastrophic Leave Bank

- A. A Catastrophic Leave Bank will be established to assist classified employees who meet the following conditions:
  - 1. The employee has sustained a life-threatening illness or injury.
  - 2. The employee has exhausted all available paid sick leave, paid compensatory leave, 100 day extended leave as per 11.2a, State Disability Insurance, if applicable, and any other available leave including vacation.
- B. Any classified employee is eligible to transfer vacation day credit to the Catastrophic Leave Bank subject to the following conditions:
  - 1. A transferring employee may voluntarily and confidentially donate vacation leave days, provided he/she retains a minimum vacation balance of ten (10) days at the time of donation. In addition, to vacation days, five (5) sick leave days may be donated by any employee as long as he/she retains at least ten (10) days for his/her sick leave use.

2. The transferring employee may transfer days in increments of one or more of his/her full work days.
  3. Transfers shall be made in days and calculated in units of hours, which shall be converted to their dollar equivalent value according to the salary level of the transferring employee and then converted to hours for the receiving employee at the dollar equivalent value according to the salary level of the receiving employee.
  4. The donor may not revoke transferred days.
- C. In order to use days in the catastrophic leave bank, an employee must request the CSEA President to initiate the process. The employee must also submit appropriate medical records verifying the life threatening illness or injury to an advisory committee. This committee will consist of the CSEA President and designee, Superintendent, and Business Manager. All medical records will be kept confidential. The Advisory Committee will be responsible for the authorization of the usage of the Catastrophic Leave Bank. Unresolved matters of the committee will be referred to the Superintendent for final decision.
- D. Transfer of days to the Catastrophic Leave Bank is entirely voluntary. No individual shall in any way attempt to coerce an employee with respect to transfer of vacation days to the Catastrophic Leave Bank. No individual shall directly or indirectly solicit the receipt of or accept any compensation in full or partial exchange for vacation days to be transferred.
- E. The Association agrees to hold the District harmless in any dispute arising in the application of this plan.

## **ARTICLE 12 - SALARIES**

### 12.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in this contract. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

12.2 Errors in the calculation, reporting, or payment of a classified employee's salary must be corrected and repaid, from any available funds, within 5 working days following the verification of the error.

12.3 Placement on the longevity schedule is determined by the number of years' service in the District, not the number of years in one classification.

12.4 Each employee in the bargaining unit shall receive all normal steps and increments due him/her under this contract. Whenever any employee in the unit is promoted to a higher classification, he/she shall receive an increase in salary which shall be at least equivalent to one full step increase in the salary paid for the lower classification, but shall not be higher than the salary paid at the highest step (excluding longevity) of the new position.

12.5 When regular employees are employed for extra service during summer, spring and winter recesses, they shall be paid on the same basis as their regular salaries.

12.6 The salary schedule shall reflect classification, range, step, monthly salary, hourly salary and longevity.

12.7 The District agrees that the Professional Growth Program as revised with the 1998-99 contract negotiations shall be construed as an integral part of this contract and specifically the District has offered and agreed to pay the professional growth points as outlined in Appendix C.

12.8 The Parties agree that for 2011-2012 there is a 0% increase to the salary schedule. Movement for professional growth increments and longevity will continue.

## **ARTICLE 13 - LONGEVITY**

13.1 Long Service Recognition (to be applied to the employee's cumulative base salary)

Beginning the 6<sup>th</sup> year - 3%

Beginning the 10th year - 6%

Beginning the 15th year - 8%

Beginning the 20th year - 10%

Based on employee's anniversary date.

## **ARTICLE 14 - WEEKEND/HOLIDAY EMPLOYMENT**

The Board of Education may create a position or class of positions which require and permit the holders of such positions to work only on weekends (Saturdays and Sundays) and holidays. No Board of Education may create a position or a class of positions, under this section, to avoid payment of overtime.

## ARTICLE 15 - WORKDAY/WEEK/YEAR

### 15.1 Work Week

The standard work week for full-time employees shall consist of five (5) consecutive days of:

- A. Forty (40) hours per week, eight (8) hours per day for maintenance and custodian employees whose work shift starts before 2:00 p.m.
- B. Thirty-seven and one-half (37.5) hours per week (7.5 hours per day) for maintenance and custodian employees whose work shift starts at 2:00 p.m. or later, eight (8) hours paid status.
- C. Thirty-seven and one-half (37.5) hours per week (7.5 hours per day) for office employees.
- D. Thirty hours per week (6 hours/day) for full-time para-educators, special education para-educators, and occupational therapists.

This article shall not restrict the extension of the regular workday on an overtime basis except as provided by section 4. of this article.

### 15.2 Workday:

The Board of Education shall designate the workday for each classified position as set forth in this agreement. Employees shall be notified of the days and hours they are to work prior to the beginning of each instructional year. Whenever it becomes necessary to change an employees's work day or hours, but not including an increase or reduction in hours, the employee shall be given at least five days notice unless an emergency requires an immediate change. The timelines herein may be changed by mutual consent of the District and the employee.

15.3 All full-time employees shall have a thirty (30) minute duty-free unpaid lunch period. In addition, all full-time classified employees shall have a fifteen (15) minute rest period each morning and each afternoon. Part-time (3.5 – 4 hours) receive a 15 minute rest period and after 4 hours a 30 minute unpaid duty free lunch. If employees do not utilize the rest period granted by the Board of Education, they will not receive additional compensation for working through such rest periods.

### 15.4 Overtime:

- A. A bargaining unit employee who is regularly assigned to the standard work week as set forth in Article 15.1 A-C shall be paid overtime or receive compensatory time off for any authorized time worked in excess thereof. Those employees who work a 4-day, 10-hour per day week during the summer pursuant to memorandum of understanding dated February 2, 1983, shall be paid overtime or receive compensatory time for any authorized time worked in excess thereof.
- B. Instructional paraeducators and occupational therapists shall be paid overtime or receive compensatory time for any authorized time worked in excess of seven and one-half (7.5) hours in one (1) day or thirty-seven and one-half (37.5) hours in one (1) week.
- C. Employees having an average workday of four (4) hours or more during the work week shall be paid overtime or receive compensatory time for any authorized time worked on the sixth or seventh day following the commencement of the work week.
- D. Employees who have an average workday of less than four (4) hours during a work week shall be paid overtime or receive compensatory time for any authorized time worked on the seventh day following the commencement of his/her work week.
- E. The rate of pay for overtime work will be at least equal to time and one half the regular rate of pay of the employee designated and authorized to perform the overtime. Compensatory time off will be granted on the basis of at least one and one half hour for each extra hour worked by the employee.
- F. No overtime will be paid or compensatory time allowed unless prior authorization has been obtained from the administrator in charge. Prior written authorization must be obtained for the specific overtime work and designation of the type of compensation to be granted (overtime pay or compensatory time off).
- G. When compensatory time off is authorized, it shall be taken at a mutually agreeable time within the fiscal year in which the overtime was worked. If compensatory time off is not taken by June 30 of the fiscal year in which it was earned, the employee will receive payment at the overtime rate.
- H. In accordance with the Fair Labor Standards Act (FSLA), employees may accrue a maximum of 240 hours of compensatory time in any one fiscal year. However, as stated above, the compensatory time must be taken by June 30 in the fiscal year in which it was earned.

- I. In emergency situations which threaten the safety of District students and/or personnel, or security of District property, the supervisor may require employees to work overtime. The selection of the employee(s) assigned to perform the overtime work shall be based on District needs and employee abilities as determined by the Supervisor.

Overtime work in call-back situations, (i.e., when the employee has been called at home to come back to work), the overtime shall begin when the employee leaves his/her home and end when the employee returns home.

For call-back overtime work, the employee shall be given a minimum of two (2) hours of overtime credit at time and one-half or shall be given the hours of overtime from portal to portal, whichever is greater.

For non-emergency overtime work, the supervisor shall make a conscientious effort to assign work to qualified personnel on a rotating basis.

#### 15.5 Work Year

The work year is defined by the number of paid days. Paid days include duty days, holidays, and vacation days.

- A. 10 Month Employees

The work year for 10 month employees excluding paraeducators shall consist of 217 paid days. The work year may be increased up to 10 additional paid days at the discretion/need of the District or site administrator. The employee has the option to work the additional days. If the employee chooses not to work the additional days, the District may hire a replacement for that period of time. A timesheet must be submitted and approved by the supervisor for these additional days.

The work year shall commence five (5) working days before the teachers return to work unless the employee and administrator agree upon an earlier starting date.

B. 11 Month Employees – Extended Year

The work year for 11 month employees shall consist of 238 paid days. The work year may be increased up to 10 additional paid days at the discretion of the District or site administrator. The employee has the option to work the additional days. If the employee chooses not to work the additional days, the District may hire a replacement for that period of time. A timesheet must be submitted and approved by the supervisor for these additional days.

Vacation days shall be taken during school recess periods. It is expected that the two optional holidays and the employee's birthday will be taken during school recess periods.

C. 12 Month Employees – Year-round

Twelve month employees are on a year-round work schedule. They are on duty unless there is a paid holiday or if they have approved vacation, employee birthday, or optional holidays.

D. Paraeducators and Occupational Therapists – Academic year

Instructional paraeducators include classroom, music, physical education, and special education paraeducators. The work year shall coincide with the instructional and planning days for teachers and shall consist of the following number of paid days.

<u>Years in District</u>	<u>Paid Days Per Year</u>
1 - 3	206
4 - 9	210
10	212
11 - 13	214
14 - up	215

All holidays and vacation days are included in paid days per year.

The work year shall commence on a date specified by the site or district administrator. Written notification will be provided at least one week before the first day of work.

15.6 Summer School Assignment:

- A. When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular September to June academic year, the work shall be assigned to employees serving in the appropriate classification(s).
- B. When it is necessary to assign employees not regularly so assigned to serve during a summer school period, the assignment shall be made on the basis of qualifications for employment in the classification of service required. In no event shall the employee be required to accept such assignment.
- C. An employee who accepts a summer school assignment, and who works in a lower classification during the summer school, shall receive the lower rate of pay for the classification he/she is working. An employee who works in a higher classification shall receive the higher rate of pay for the classification in which he/she is working.

**ARTICLE 16 - LEGAL AND OTHER HOLIDAYS**

16.1 A. All employees who are part of the classified service shall be entitled to the following holiday dates if they are in a paid status during any portion of the work day immediately preceding or succeeding these days:

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day & the Friday following

One one-half day prior to the Christmas Eve Day or New Year's Eve

Day holiday to be scheduled at the discretion of the employee.

When the one-half day prior to the Christmas Eve Day holiday falls on a student day, the half day holiday shall be scheduled on the day prior to the New Year's Eve holiday

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Martin Luther King, Jr. Day (as per District calendar)

Lincoln Day (as per District calendar)

Washington Day (as per District calendar)

Memorial Day (as per District calendar)

Two Optional Holidays: Admissions Day and Cesar Chavez Day

These holidays shall be taken at a date mutually agreed upon by the employee and his/her supervisor.

Additionally, every other day designated by the President or the Governor of California as provided for in subdivision (b) and (c) of Education Code Section 37220 and any day declared a holiday by the Board of Education shall be a paid holiday for such eligible employees.

B. December 24, 25, 31, and January 1 shall be paid holidays for any employee not normally assigned to duty during school vacation periods in December, providing he/she is in paid

status on the workday immediately preceding or succeeding the school holiday period.  
(Instructional Paraeducators, Occupational Therapists)

- C. Holidays falling in an employee's regularly scheduled vacation period shall not be counted as vacation days but shall be in addition thereto.
- D. The following Monday shall be deemed a holiday when such dates fall on a Sunday. The preceding Friday shall be deemed a holiday when such dates fall on a Saturday.
- E. An employee who is required to work on a legal or declared holiday shall receive one and one-half (1-1/2) times his/her regular rate in addition to his/her regular pay for the holiday, with the exception of Admission Day.
- F. No holidays may be carried over from year to year.

**ARTICLE 17 - PART TIME EMPLOYEES**

17.1 All probationary and permanent part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law on classified employees. Part-time employees shall be entitled to all leaves and benefits granted by the Board of Education to a majority of the regular full-time employees in the Classified Service of the District or to regular full-time employees in the same classified positions or general class of positions; but such leaves and benefits shall be prorated based upon the defined working hours for that classification:

Custodial and Maintenance	40 hours per week
Office Employees	37 1/2 hours per week
Instructional Paraeducators and Occupational Therapist	30 hours per week

Except for prorating benefits for part-time employees as herein authorized, the Board of Education shall provide at least the same benefits for all regular employees in the Classified Service as it provides for the majority of such employees.

17.2 Noon duty supervisors are not presently part of the bargaining unit. However, noon duty supervisors will be considered part of the F.T.E. of any bargaining unit member who adds to his/her current work by serving as noon duty supervisor.

## ARTICLE 18 - VACATIONS

- 18.1 A. Classified employees who have completed nine months of service shall be entitled to five-sixths ( $5/6$ ths) of a workday of paid vacation for each month of service in which more than one-half ( $1/2$ ) of the working days have been served in paid status.
- B. Vacations for employees who are assigned to ten (10) or eleven (11) month work years shall be taken on specified dates during recess vacation periods.
- C. Earned vacation shall not become a vested right until completion of the probationary nine (9) months of employment.
- D. This section shall not apply to substitute, short-term, or limited-term employees, as they are defined in Education Code.
- E. An employee terminating for any reason shall be paid for any unused vacation earned.
- F. Vacation may be taken at any time during the fiscal year if approved by the immediate supervisor. Requests for approval of vacation dates shall be submitted two months prior to requested vacation if the requested vacation period is for five or more consecutive days. The employee shall be notified in writing of approval or disapproval of his/her requested vacation within two weeks of submitting the request. If no response is given, it shall be assumed that the vacation is granted. For shorter than five consecutive days, the vacation dates shall be mutually agreed upon by the employee and his/her immediate supervisor.
- If the employee cannot take his/her vacation as scheduled due to circumstances beyond his/her control, the vacation may be rescheduled with the approval of the immediate supervisor. A rescheduling request shall be submitted as soon as the employee knows of the necessity for doing so.
- G. The District will make every effort to accommodate the employee's request for all vacation.
- H. When more than one person within a classification requests the same vacation period, the vacation request from the employee with more seniority shall be honored first.

I. Beginning July 1, 2006, no employee shall be entitled to carry over a balance of more than 25 days vacation from one fiscal year to the next. On or before June 30 of each year the employee shall use the vacation days accumulated over the 25 day cap, except as provided in 18.1.J.

J. Those employees who, prior to April 1, 1985, have vacation days accumulated ("banked days") may elect to: 1) use those days, 2) be paid for them on a pro-rated basis over three years, 3) carry them until retirement or termination from District employment, or, 4) any combination of the above three.

18.2 Interruption of Vacation

A. An employee shall be allowed to interrupt vacation leave in order to begin another type of paid leave without a return to active service, provided the employee telephones or makes other contact and obtains prior approval from the Superintendent or Superintendent and provides a doctor's verification, if requested to do so, in case of illness.

B. When all or part of an employee's vacation is to be converted to sick leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. The credited vacation may be rescheduled later at the employee's request.

18.3 Twelve-Month Employees

A. Employees employed on a twelve (12) month basis shall be granted ten (10) days of vacation per year. If such employees are employed for less than a full year, they shall be granted five (5) days' vacation for the first nine (9) months of employment and one (1) additional day of vacation for each additional month of employment, not to exceed a maximum of ten (10) days' vacation.

B. Vacation Days - 12 Month Employees

Years Completed in District	Vacation Days Accumulated
9 mos.	5
1 - 3	10
4	15
5	15
6	15

7	15
8	15
9	15
10	16
11	18
12	18
13	19
14	20

18.4 Eleven Month Employees

A. Employees employed on an eleven month basis shall be granted nine (9) days of vacation per year. If such employees are employed for less than a full year, they shall be granted five (5) days' vacation for the first six (6) months of employment and one (1) additional day of vacation for each additional month of employment, not to exceed a maximum of nine (9) days' vacation.

B. VACATION DAYS – 11 MONTH EMPLOYEES

Years Completed in District	Vacation Days Accumulated
9 mos.	5
1 - 3	9
4 – 5	14
6 - 9	14
10	14
11	17
12	17
13	17
14	18
15	18

18.5 Ten-Month Employees

A. Employees on a ten (10) month basis, shall be granted eight (8) days' vacation per year. If such employees are employed for less than a full year but five (5) months or more, they shall be granted four (4) days for the first five (5) months of employment and one (1) additional day of vacation for each additional month of employment not to exceed a total of eight (8) days of vacation.

- B. 10-Month Employees: Vacations should be taken during school recess periods Instructional paraprofessional vacations are rolled into non-school paid time.

<u>Years Completed in District</u>	<u>Days Accumulated</u>
9 mos.	4
1-3	8
4-5	12
6-9	12
10	14
11	16
12	16
13	16
14	17
15	17

18.6 Permanent Part-Time Employees

Persons employed on a regular part-time basis shall be granted vacation pay on the basis of the ratio of time employed to full time.

**ARTICLE 19 - HEALTH BENEFITS**

- 19.1 A. Effective July 1, 2011, the District shall provide unit members a total contribution to medical and dental benefits, collectively referred to as “Benefits,” that is capped at the following amounts for full-time employees:

Employee Only Benefits Coverage	\$ 6,500.00
Employee Plus One Benefits Coverage	\$13,000.00
Family Benefits Coverage	\$18,000.00

The District’s amount of contribution for Benefits will be prorated for unit members working less than full-time based on the ratio that his or her service bears to full-time service (FTE). Effective July 1, 2011, any increase in the cost of Benefits beyond the capped amount will be assumed by the unit member, unless negotiated otherwise.

- B. All unit members must be covered by a medical plan. Unit members who choose not to participate in the District’s medical plan must submit proof of coverage under another plan. Unit members who opt to not participate in the District’s medical plan will be eligible for a one thousand dollar (\$1,000.00) entitlement that may be used to purchase vision car, income protection, life insurance, or other plans that the unit member may select. This cash-in-lieu option will be provide to all eligible unit members only if permitted under the provisions of the medical plan.

- C. Under the current District dental plan, all unit members employed .3 FTE or more, must be covered by the District dental plan. The District and CSEA may mutually agree on an alternative dental plan.

- 19.2 Domestic partners have the option to purchase benefits coverage.

- 19.3 The District will establish for the benefit of CSEA employees a plan to operate in accordance with IRC 125.

- 19.4 Conditions of Membership

Any continuing employee who was not a member of one (1) of the District approved health plans during the previous year, and any new employee whose employment is effective at the beginning of a new school year, may elect to become a member of one (1) of the health plans between August 16 and September 15, of any year. If the application for membership is received on or before September 15, it becomes effective on October 1. If it is received after September 15, it becomes effective on November 1. Any new employee whose employment is effective after October 15 may elect to become a member of one of the above health plans during the first thirty (30) calendar days of employment. If the application for membership is received on or before the 15th of the month, the membership shall become effective at the beginning of the following month. If the application is received after the 15th day of the month, the membership shall become effective at the beginning of the second succeeding month.

#### Changes in Health Plans

The Classified Bargaining Unit shall have equal representation on any Fringe Benefit Committee that meets to explore and/or propose changes to current plans (medical, dental, tax shelters, etc.) where such changes may affect the classified employee.

#### 19.5 Termination of Membership

District employees who have elected to become members of one of the above health plans, shall continue to be members of such health plans until:

- A. The District amends or terminates either or both plans.
- B. The Employee withdraws from the program.
- C. The employee's service with the District is terminated. The termination date of health plan membership shall be that month in which service is last rendered to the District, including earned vacation time.

#### 19.6 State Disability Insurance

Each employee shall have deducted from his/her pay an amount sufficient to pay premiums for State Disability Insurance. (Unemployment Compensation Disability Fund)

- 19.7 The District agrees to contract with the State for a program of State Disability Insurance for all classified employees. Such program shall provide for a coordination of SDI basic benefits and accumulated sick leave to the effect that there shall be deducted from the employee's accumulated sick leave only that portion of a day's leave which, when combined with the SDI basic benefit amount, shall not exceed 100% of an employee's regular base salary as reported to PERS during the month disability occurred.
- 19.8 The employee shall have the option either to:
- A. Endorse and deliver all SDI checks received to the District payroll department. The District will issue the employee appropriate salary warrants(s) for payment of the employee's salary and deduct normal retirement and other authorized deductions as required by law from that portion of the warrant in excess of the SDI benefit amount.
  - B. Retain all SDI checks and send copy of check(s) to District Payroll Office. The District will deduct the amount of SDI check(s) from the gross amount of subsequent warrants and then deduct taxes. This option will affect the amount reported to Public Employees Retirement System (PERS).
- 19.9 In the event of the death of an employee, the employee's spouse and/or dependents have the option of remaining on the currently subscribed District medical/dental plan at their own cost.

## **ARTICLE 20 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE**

- 20.1 There shall be an Employer-Employee Relations Committee composed of: the Superintendent, one (1) other management team member, the President of CSEA (or other person designated by the President) and two (2) other classified employees.
- 20.2 The purpose of the EERC shall be to address job related issues which are of concern to employees. However, it is expressly agreed that no items which are negotiable shall be discussed.
- 20.3 The local chapter CSEA President shall designate one person of three authorized CSEA EERC members to act as Chairperson. The Chairperson shall be responsible for the setting of the Agenda and shall provide a copy of the agenda to the Superintendent not later than five (5) working days prior to the meeting. The Chairperson shall also be responsible to insure that the meeting is run properly.
- 20.4 The District agrees to meet with the EERC each month on a date and time determined by the Chairperson and President. Participating authorized classified employees shall be given release time to attend the meeting.
- 20.5 The District shall have the right to place items on the agenda at its option, but prior notice shall be given to CSEA at least five (5) working days before the meeting.
- 20.6 Both parties agree that no formal minutes shall be taken and if and when agreement is reached in this informal committee, then such solutions shall be reduced to writing and signed by both parties prior to adjournment.

## **ARTICLE 21 - RETIREMENT**

### 21.1 For Employees with Date of Hire Prior to July 1, 1989

In the Classified Service, those employees retiring with fifteen (15) years employment and/or those employees disabled with ten (10) years employment shall continue to receive equivalent level of coverage for the benefits plans in which they were members two years prior to retirement or disability. When the employee begins to receive Medicare benefits, a District paid health plan will supplement Medicare to provide the equivalent level of health protection enjoyed two years prior to retirement or disability. To receive this benefit the employee must enroll in Medicare A & B. The Cost of Medicare B is the employee's financial responsibility. The name(s) of the Medicare Supplemental plan(s) in which a retiring employee must enroll will be published with the health insurance rates which are distributed annually to all employees. Part-time employees will receive benefits coverage proportionate to that received at time of retirement. If unavoidable emergency situations (e.g. death of a spouse or insured spouse loses insurance coverage through no change brought on by him/herself) arise during the last two years prior to retirement that may result in an employee losing health coverage, the employee may be eligible to enroll in a plan equal to one-party Kaiser coverage. The decision to grant health benefits because of unavoidable emergency situations will be made by the District.

### 21.2 For Employees with Date of Hire After July 1, 1989 and Before July 1, 2008

The District shall continue benefits for employees who retire at age 55 or more with fifteen (15) years or more of service with the District. Employees will be eligible for coverage for a maximum of five (5) years or until they are covered by Medicare, whichever comes first. The level of coverage for the benefit plans shall be equal to the single tiered cap amount offered to active employees in the District. In order to qualify for benefits the retiree must be covered for medical and dental benefits by the District at the time of separation. In addition, the retiree may choose either Option A or Option B. The District's payments for Option A or B will supplement Medicare in order to maintain the least costly medical plan.

Option A

Upon a retiree becoming eligible for Medicare the District shall contribute to the retiree's medical benefits at a flat rate of \$75 per month. This coverage shall continue until the retiree reaches 75 years of age at which time the retiree shall have the option of participating in the District medical plan at his/her own expense.

Option B

Upon a retiree becoming eligible for Medicare, the District will contribute to the retiree's medical benefits at a flat rate of \$100 per month. This coverage shall continue for a period of time equal to the number of years of service in the District.

Employees must notify the District in writing of their retirement of their election of Option B by February 15 of the school year. When District payments stop, the retiree shall have the option of participating in the District medical plan at his/her own expense.

21.2.1 Employees covered by Option A or B contained in Section 21.2 shall have the option of including dependents on their coverage and paying for the additional coverage. The payments shall be made in accordance with established District procedure. Retiree expenses will be included as a line-item in the District's annual budget.

21.2.2 Part-time employees working 50 percent or more of a year may count the entire year toward the 15 years service. A year's leave of absence will not count as a year of service.

A retired part-time employee is entitled to a District contribution toward coverage in a district benefits plan equivalent to the percentage that his or her service in the year before separation bears to full-time service (FTE) multiplied by the single tiered cap amount offered to active employees in the District.

21.2.3 Employees who retire at age 55 or more with fewer than 15 years of service in the District have the option of participating in the District's medical and dental plans at their own expense. Payment shall be made in accordance with District established procedures.

21.3 Employees Hired After July 1, 2008

For employees hired after July 1, 2008, the District shall provide the benefit plan coverage for employees who retire at age 55 or more with fifteen (15) years or more of service with the District as follows: Employees will be eligible for coverage for a maximum of five (5) years or until they are covered by Medicare, whichever occurs first. The level of benefits coverage would be equivalent to the single tiered cap amount offered to active employees multiplied by the percentage that his or her service in the year before separation bears to full-time service (FTE).. These employees will not be eligible for the District offered contributions under Medicare Option A and Option B.

21.4 Upon retirement an employee with a minimum of ten (10) years full-time service will receive \$500 per year of service for a maximum of \$5000. Part-time employees will receive an amount prorated to their percentage of service.

21.5 Additional Retirement Incentive Option:

The intent of this section is to provide an incentive/reward to employees in order that they may choose to retire earlier than otherwise planned.

When an employee reaches the age of 56, 59, or 62 with a minimum of fifteen years of classified service in the Piedmont Unified School District, he /she may receive 40% of the difference between his/her current salary (including longevity) and the salary of a new hire in the same position at step C of the existing salary schedule. This benefit shall be prorated based on the employee's average FTE over the last ten years of service (see example below). All the additional requirements listed below must be met for the employee to be eligible to receive this benefit.

1. Any employee who chooses to participate in this program shall not be eligible to participate in the program described in 21.1.
2. The employee shall give written notice by February 15 in the year they choose to retire
3. The employee must turn 56, 59, or 62 in the year ( July 1-June 30) they choose to retire .

Example:

A Head Custodian retires in 1997-98 at age 59 with 20 years of service. His or her level of employment over the last ten years is listed in the chart below. (Note that in the first paragraph of this section it is stated that the total compensation will be determined by applying a factor, hereafter referred to as the Factor, equal to the average FTE, full time equivalent during the last ten years of service.)

Year	1997-98	FTE	.5
	96-97		1.0
	95-96		1.0
	94-95		1.0
	93-94		1.0
	92-93		1.0
	91-92		1.0
	90-91		1.0
	89-90		.5
	88-89		.5

Total 8.5 divided by 10 =

.85 Factor

Formula:

Current salary of head custodian (at full time status) = \$39,379

base salary at Step F = \$30,360

base with four longevity steps = \$39,379

$\$39,379 \times .85 \text{ Factor (see chart above)} = \$33,472$

Salary of new Head Custodian at Step C = \$26,184

$\$26,184 \times .85 \text{ Factor (see chart above)} = \$22,256$

Retirement benefit equals 40% of \$33,472 minus 40% of \$22,256. Therefore the retirement benefit in this example would be \$4,487.

## **ARTICLE 22 - SAVINGS CLAUSE**

- 22.1 If any provisions, during the life of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall be immediately suspended and be of no effect. However, all other provisions of this Agreement will continue in full force and effect.
- 22.2 If any provision is held contrary to law by a court of competent jurisdiction, the parties agree to meet and negotiate within a reasonable time for the purpose of arriving at a mutually satisfactory replacement for that provision if it be legally possible to do so.

**ARTICLE 23 - DURATION OF CONTRACT**

1. The terms of the Collective Bargaining Agreement (“Agreement”) between the Parties and each of the articles contained therein shall continue from July 1, 2011 through and including June 30, 2014 or until another agreement has been reached by the parties.
2. The Parties shall automatically reopen negotiations on Benefits (Article 19) and Salaries (Article 12) for each of the 2012-2013 and 2012-2014 school years. Both the District and CSEA shall also have the option of opening for negotiation one additional article each as part of the 2012-2013 and 2013-2014 reopeners, with negotiations to commence on the same time schedule as the negotiations on Benefits and Salaries.

FOR THE DISTRICT

FOR THE ASSOCIATION:

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Roy Tolles  
Piedmont Unified School District  
President, Board of Education

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Terra Salazar  
California School Employees Association,  
President of Piedmont Chapter #60

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

The parties agree to the following:

1. (15.1.D) Work Week:  
The District will make every effort to accommodate any custodian, maintenance worker, technician, or groundskeeper/gardener who wishes to work a 4-day, 10-hour per day week during the summer. Such employee desiring to work such a schedule shall submit a written request to his or her immediate supervisor who will in good faith try to accommodate the employee's request. If a satisfactory 4-day work week schedule cannot be arranged, the employee shall work his/her normal 5-day week.
2. This memorandum is not a part of the Collective Bargaining agreement. It is, however, grievable in accordance with Article V of the agreement.
3. The memorandum shall remain in effect for as long as the current Collective Bargaining agreement is in effect.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

It is agreed that the District will contract for specialized services in the maintenance of Witter field. These services may be provided by a single or multiple contractors to include mowing, clipping disposal, edging, aeration, sand topping, vertical mowing, fertilizing, overseeding, spray applications, and irrigation maintenance.

This contract service will not result in the layoff of CSEA employees and the effect of this contracted service on current CSEA employees will be negotiated.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

Instructional paraeducators who volunteer to participate in “staff development buy-back program” (initiated in 1998-99) will receive \$75.00 for each day (or day equivalent) of training.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

When District employees are being hired who have responsibility for classified employees, CSEA shall have equal representation on the interview panel.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

Non-management food service employees will become a part of the bargaining unit beginning the 2004-05 school year. Their salaries will continue to be reimbursed by the parent club organization. Current employees will be paid at existing rate of pay. CSEA will work with the District to develop a salary schedule for new employees as they are hired.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

Work calendars will be prepared for 12-month classified, 11 month classified, 10 month non-paraprofessional classified employees, and 10-month paraprofessional classified employees. Additional hours over contracted time must be pre-approved by the site administrator.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60**

**AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

The Piedmont Unified School District (“District”) and the California School Employees Association (CSEA) Chapter #60 do hereby agree that all paraprofessional/instructional paraeducators hired on or before January 8, 2002 are highly qualified as defined by the No Child Left Behind Act of 2001.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

For the 2007-08 work year, the number of workdays for para-educators is increased from 181.5 to 182.5 workdays. The additional day will be October 9, 2007, for para-educator staff development.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

Any employee covered by a family member’s health benefits whose family’s health benefits are terminated due to loss of employment will be come eligible for District health benefits in compliance with the timeline for qualifying events.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60**

**AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

It is agreed a committee will be established by November 2007 with the purpose of examining reclassification procedures. The committee shall have three (3) representatives from CSEA and two (2) from district administration. The role of this committee is to establish procedures for examining reclassification.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

It is further agreed that negotiations for the successor agreement between CSEA, Chapter 60 and the Piedmont Unified School district shall begin no later than November 1, 2008. There will be no openers for 2008-09.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CSEA AND ITS PIEDMONT CHAPTER 60  
AND THE PIEDMONT UNIFIED SCHOOL DISTRICT**

The Piedmont Unified School District (District) and the California School Employees Association (CSEA) and chapter #60 have entered in to this Memorandum of Understanding (MOU) for the 2010-2011 school year.

CSEA wishes to contribute to minimizing the impact of the budget crisis. As a result, for thee 2010-2011 school year, the District and CSEA agree, subject to ratification by the bargaining unit:

1. The classified 2010-11 work year will be reduced as follows:
  - a. Three (3) days of scheduled paid days shall be taken as unpaid non-duty days (furlough days) of which is one optional holiday.
  - b. The furlough days will be decided by agreement of both parties.
2. There shall be no change in service credit reported towards retirement, annual fringe benefits, vacation days earned, holiday pay (except as stated), and sick leave benefits due to this agreement.
3. Pay reduction due to the three (3) furlough days shall be divided evenly through the year (according to the current pay period for each unit member).
4. This MOU shall only be effective for 2010-11 school year and expires on June 30, 2011. Effective July 1, 2011, the current contract language for Article 16.1 A shall prevail unless a new agreement is reached by the District and CSEA.

PIEDMONT UNIFIED SCHOOL DISTRICT  
Piedmont, California 94611

**Grievance Form - Level II**  
**SUBMISSION OF GRIEVANCE**

All portions of this section must be completed by the grievant.

Employee name _____ Work location _____	
Statement of grievance _____	
_____	
_____	
Date and time of alleged grievance _____	
Date of informal conference _____	
Specific contract provision alleged to have been violated (cite source) _____	
_____	
Proposed satisfactory resolution _____	
_____	
Date _____	Signature _____

Upon completion of this section, grievant shall present original, yellow, pink, and green copies to personnel administrator. Goldenrod copy should be retained by grievant.

Personnel administrator's response _____	
_____	
_____	
Date _____	Signature _____

PIEDMONT UNIFIED SCHOOL DISTRICT  
Piedmont, California 94611

**Grievance Form - Level III**  
**APPEAL TO GOVERNING BOARD**

All portions of this section must be completed by the grievant. Green copy of completed grievance form - Level II must be attached.

Reason for appeal _____	
_____	
_____	
_____	
_____	
_____	
_____	
Date _____	Signature _____

Upon completion of this section, grievant shall present original, green, canary, and pink copies to the superintendent/designee. Goldenrod copy should be retained by grievant.

Governing Board's response _____	
_____	
_____	
_____	
_____	
_____	
_____	
Date _____	Signature _____

PIEDMONT UNIFIED SCHOOL DISTRICT  
Piedmont, California 94611

**Grievance Form - Level IV**  
**REQUEST FOR IMPARTIAL HEARING**

This section must be completed by the grievant. The green copy of completed Grievance Forms Level II and Level III must be attached.

I hereby request an Impartial Hearing to consider the grievance outlined on the attachments.

Date \_\_\_\_\_ Signature \_\_\_\_\_

**SUBMISSION TO ARBITRATION**

Signed copies of the report shall be attached; canary copy shall be presented to the superintendent/designee.

\_\_\_\_\_ Date of Board of Education action.  
\_\_\_\_\_ Date notice sent to superintendent/designee.  
\_\_\_\_\_ Date of submission to arbitration.  
  
Signature \_\_\_\_\_

\_\_\_\_\_ Date of arbitrator's findings (attached).  
\_\_\_\_\_ Date of Board of Education action.

Upon completion of this section the exclusive representative shall present the grievant with a report of the arbitrator. Pink copy retained by the exclusive representative.

**APPENDIX B**

**PROFESSIONAL GROWTH PROGRAM  
FOR  
CLASSIFIED EMPLOYEES  
OF  
PIEDMONT UNIFIED SCHOOL DISTRICT**

Introduction & Definition	Page 2
Procedure	Page 3
Eligibility, Limitations and Requirements	Page 3
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Credit for Adult Education	Page 7
Request for Approval of Professional Growth Courses	Page 8
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## INTRODUCTON

The rapidly increasing responsibilities of operating and administering our school districts have made it imperative for each employee, certificated or classified, to perform a quality service.

The need for professional growth activities for certificated employees has long been recognized. However, in recent years, administrators have realized the need for classified employees to increase their knowledge, awareness, and understanding of their responsibilities.

The Professional Growth Program for classified employees offers avenues for self-improvement through continuing education and involvement in professional organizations and associations. Recognition of the efforts and dedication required to complete the program shall be in possible salary increments.

A program is only as good as the participants make it. It is sincerely hoped that all classified employees will want to improve their service to the students of the Piedmont Unified School District and to the community through adherence to the spirit of the Professional Growth Program, as approved by the Board of Education.

## DEFINITION

Professional Growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standards of classified school employees.

Professional Growth is being developed if:

- The experience reflects improved or increased knowledge, understandings, attitudes and skills in the participant's regular assignment.
- The experience provides background material for the assignment in which engaged.
- The experience increases personal development through alertness and responsiveness to the human and social factors of others.
- The experience increases understanding in fields closely related to the assignment in which engaged.

**PROFESSIONAL GROWTH PROGRAM  
FOR PERMANENT AND PROBATIONARY CLASSIFIED EMPLOYEES**

**RULES AND REGULATIONS**

Procedure

1. Prior to beginning professional growth activity, requests for approval of professional growth courses must be submitted and approved by the employee's immediate supervisor. Approval or disapproval will occur within 15 days. If approved, a copy of the request form will be returned to the employee. If not approved, the employee may request a meeting with his/her immediate supervisor and the Superintendent.
2. It is the responsibility of the employee to see that all transcripts, grade reports, or other acceptable certification of courses completed are filed with the Personnel Office.
3. Upon the completion of the required 10 points, the employee completes a Request for Professional Growth Increment form and sends all copies to the Personnel Office. After verification and approval by the Superintendent, the employee will receive a copy of the approved form and the award will be official.

Eligibility, Limitations and Requirements

1. Eligibility - A candidate must have been employed in the Piedmont Unified School District for a period of one year prior to applying for Professional Growth Increment. Professional Growth courses can be taken with prior approval beginning with the first year of the candidate's employment in the school district.

All regular full-time and part-time employees employed 30% or more are eligible.

2. All professional growth candidates taking courses with an Adult Education Department approved by the State Department of Education must obtain a passing grade and follow the attendance schedule, as noted under "Credit Application" in order to receive full credit for the course.
3. Verification of completion of required units must be filed by June 15 in order to be eligible for an award effective the following July 1.
4. Except for first aid, courses cannot be repeated unless special permission is granted by the Superintendent.
5. College coursework must be verified by college official.

6. Appointment to a state or national, job-related organization chairmanship must be made and verified as to the length of service by the executive board of the state or national organization. This position may not be a paid position.

### Professional Growth Increments

1. A Professional Growth Increment may be earned by:

Completing 3 1/3 semester units (5 quarter units) of work in a junior college, college, university, university extension, adult school, or other accredited education institution, attendance at workshops, conferences, seminars, institutes, lectures, etc. A growth increment is reached after earning 10 points within a 2 year period. (see page 7)

2. Any points earned in excess of the number of points required for an increment may be applied toward subsequent increments.
3. All Professional Growth increment credit will be figured in semester units. Institutional credit in terms of quarter units will be converted into semester units on the basis that one quarter units is equivalent to 2/3 of one semester unit. (See page 8 for Adult Education credit.)

Where an educational institution indicates the number of hours of participation, rather than a specific number of units, one semester unit will be granted for each 15 hours (minimum) of classroom participation and in multiples of five hours thereafter for each additional one-third semester unit. Fifteen hours equal 1 semester unit, 20 hours equal 1 1/3 semester units, 30 hours equal 2 semester units, 35 hours equal 2 1/3, etc.

4. It is the responsibility of the individual employee to apply for Professional Growth increments, to receive prior approval where required, and to verify satisfactory completion of all course work.

Satisfactory completion can be verified by presentation of grade reports, or other official documents, from the institution where the course was taken.

5. Courses offered at any college, university, adult school or other accredited educational institution may be taken for credit. All such courses must be applicable to the employee's current job responsibility and prior approval must be obtained from the Superintendent.
6. Application for professional growth increments will be approved by the Superintendent. In the event an employee wishes to contest the decision of the Superintendent, he/she may appeal in writing to the Professional Growth Committee. The Committee will meet within 30 working days of the request for an appeal.

### Increment, Effective Date and Limitation

1. An increment not to exceed \$45.00 per month for each 10 growth points of approved credit earned shall be granted to an employee participating in the Classified Professional Growth increment program. An employee may earn a maximum of 6 professional growth increments.
  - a. The effective date of each Professional Growth increment for employees shall be the first of July immediately following verification by the Superintendent of satisfactory completion of the required number of points.
  - b. No more than one growth increment will be given in one two year period. (This, however, does not restrict a person if he/she wishes to use more time.)

The District and CSEA have agreed to cap professional development increments at six (6) increments per unit member at a rate of forty-five (45.00) dollars per increment. This capped professional development rate is effective immediately, with the exception of unit members that are already collecting professional development stipend amounts greater than the capped amount. The cap is also not applicable to employees who have already submitted their professional development plans and have received approval by the District to pursue the same to be completed no later than June 30, 2014.

**PROFESSIONAL GROWTH PROGRAM POINTS MAY BE EARNED BY:**

Institutes, lectures, conferences; verification of attendance must be submitted to the Director of Curriculum and Personnel	2 points for 10 hours
School courses, university, community college, or trade school	3 points each semester unit or equivalent 2 points each quarter unit
Adult Education	2 points for each 10 hours of attendance
First Aid Course CPR (Renewable every year)	1 1/2 points of credit for completion of <u>Standard</u> course. Additional 1/1/2 points will be given automatically upon renewal. 3 points of credit for completion of <u>Advanced</u> course. Additional 3 points will be given automatically upon renewal.
Conducting district inservice education workshops	1 point for 5 hours. Limit one workshop per year.
State or national, job-related organization chairmanship	1 1/2 points for one year chair

## CREDIT APPLICATION FOR ADULT EDUCATION

Credit for adult education courses will be equated as follows:

Total Hours in Adult Education Courses	Absences Permitted	Semester Hours Granted
15 hours	none	1
20 hours	1	1 1/3
25 hours	1	1 2/3
30 hours	1	2
35 hours	2	2 1/3
40 hours	2	2 2/3
45 hours	2	3
50 hours or over	2	3 1/3

# REQUEST FOR APPROVAL OF PROFESSIONAL GROWTH COURSES

Date \_\_\_\_\_

Name of Course \_\_\_\_\_ No. \_\_\_\_\_

Institution \_\_\_\_\_ Units to be earned \_\_\_\_\_

Date of first and last session of the course \_\_\_\_\_

Hours and days of attendance \_\_\_\_\_

Instructor \_\_\_\_\_

Is this course on the approved list?  Yes  No Have you taken this course before?  Yes  No

If yes, how do you feel repeating the course would benefit you in your position? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What are your total semester units and/or points as of the above date? \_\_\_\_\_

You must meet the following conditions in order to qualify for the Professional Growth increment:

1. Ten (10) points must be completed and accepted by the Personnel Administrator by June 30 in order to obtain salary credit effective the following year (based on a two-year or more growth period). See page 4, Item 5.
2. College course work must be verified by official evidence from college; all other Professional Growth credit must be by official verification submitted to the Personnel Administrator.

Name \_\_\_\_\_

Approval by Principal/Administrator \_\_\_\_\_

Approval by Personnel Administrator \_\_\_\_\_

Date \_\_\_\_\_

Date of filing units/points

\_\_\_\_\_

PIEDMONT UNIFIED SCHOOL DISTRICT  
PIEDMONT, CALIFORNIA 94611

## Request for Professional Growth Increment

To be returned to the Personnel Office by June 15 in order to be eligible for an award effective the following July 1.

COURSE TITLE	LOCATION	DATES OF ACTIVITIES	P O I N T S	OFFICIAL VERIFICATION DATED

A Professional Growth Increment in the amount of \$ \_\_\_\_\_ is hereby requested  
for \_\_\_\_\_ beginning \_\_\_\_\_.

NAME DATE

Professional Growth Increment Number \_\_\_\_\_

Approved: \_\_\_\_\_

ASSISTANT SUPERINTENDENT DATE

Present Salary (Range & Step) ..... \$ \_\_\_\_\_

Professional Growth Increment ..... \$ \_\_\_\_\_

Salary Effective \_\_\_\_\_ \$ \_\_\_\_\_

DATE

PIEDMONT UNIFIED SCHOOL DISTRICT

**HOURLY CLASSIFIED TIME SHEET**

**PAYROLL PERIOD**

From: \_\_\_\_\_ /16/ To: \_\_\_\_\_ /15/

\_\_\_\_\_ PAYROLL MONTH

NAME: \_\_\_\_\_ SOCIAL SECURITY No.: \_\_\_\_\_

Check one:  Substitute  Teacher Aide  Reader  Clerical  Other \_\_\_\_\_  
SPECIFY

Program (check one):  
 Elem. Inst.  Counseling  Maintenance  Student  Other \_\_\_\_\_  
 Secondary Inst.  Driver Training  Operations  S.I.P. \_\_\_\_\_  
 Adult Educ.  G.A.T.E.  P.E.  Special Educ. \_\_\_\_\_  
 Business  Library  School Admin.  Yard Sup. \_\_\_\_\_  
 SPECIFY

DAY	ADULT ED. / SCHOOL / OFFICE	SUBSTITUTED / WORKED FOR	TIME		TIME		No. HOURS/DAYS
			In	Out	In	Out	
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
DAY							
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

EMPLOYEE'S SIGNATURE \_\_\_\_\_

TOTAL \_\_\_\_\_

NOTE: This time sheet is due in Payroll the first working day after the 15th. For information call Payroll, Ext. 610.

RATE OF PAY \$ \_\_\_\_\_

SUPERVISOR'S APPROVAL \_\_\_\_\_



**CLASSIFIED EMPLOYEES SALARY SCHEDULE**

**2011-12**

**12 MONTHS**

RANGE	(1)	A	B	C	D	E	F	6**	10**	15**	20**
								1.03	1.06	1.08	1.1
<b>(MONTHLY)</b>											
C6	14.05	D	2,282.50	2,402.63	2,529.09	2,662.20	2,802.32	2,866.39	3,059.57	3,304.34	3,634.77
C7	14.84	E	2,411.62	2,532.91	2,658.93	2,794.40	2,936.17	3,024.25	3,205.71	3,462.17	3,808.38
C8	15.20	L	2,469.90	2,595.93	2,728.25	2,866.86	3,011.78	3,102.13	3,288.26	3,551.32	3,906.45
C9	15.59	E	2,532.91	2,658.93	2,794.40	2,936.17	3,087.38	3,180.01	3,370.81	3,640.47	4,004.52
C10	-	T	-	-	-	-	-	-	-	-	-
	15.97	E	2,595.93	2,728.25	2,866.86	3,011.78	3,162.99	3,257.88	3,453.35	3,729.62	4,102.58
C11	16.36	D	2,658.93	2,794.40	2,936.17	3,087.38	3,241.74	3,339.00	3,539.34	3,822.48	4,204.73
C12	16.79		2,728.25	2,866.86	3,011.78	3,162.99	3,322.09	3,421.75	3,627.06	3,917.22	4,308.94
C13	17.20		2,794.40	2,936.17	3,087.38	3,241.74	3,405.58	3,507.75	3,718.21	4,015.67	4,417.24
C14	-	J	-	-	-	-	-	-	-	-	-
	17.64	U	2,866.86	3,011.78	3,162.99	3,322.09	3,490.63	3,595.34	3,811.07	4,115.95	4,527.55
C15	-	N	-	-	-	-	-	-	-	-	-
	18.07	E	2,936.17	3,087.38	3,241.74	3,405.58	3,580.42	3,687.83	3,909.10	4,221.83	4,644.01
C16	18.53	2	3,011.78	3,162.99	3,322.09	3,490.63	3,668.64	3,778.70	4,005.42	4,325.85	4,758.44
C17	-	0	-	-	-	-	-	-	-	-	-
	19.00	0	3,087.38	3,241.74	3,405.58	3,580.42	3,763.15	3,876.05	4,108.61	4,437.30	4,881.03
C18	19.46	1	3,162.99	3,322.09	3,490.63	3,668.64	3,856.08	3,971.76	4,210.07	4,546.87	5,001.56
C19	19.95		3,241.74	3,405.58	3,580.42	3,763.15	3,950.59	4,069.11	4,313.26	4,658.32	5,124.15
	-		-	-	-	-	-	-	-	-	-
	-		-	-	-	-	-	-	-	-	-
C20	20.44		3,322.09	3,490.63	3,668.64	3,856.08	4,046.69	4,168.09	4,418.17	4,771.62	5,248.79
C21	20.96		3,405.58	3,580.42	3,763.15	3,950.59	4,152.21	4,276.77	4,533.38	4,896.05	5,385.65
C22	21.48		3,490.63	3,668.64	3,856.08	4,046.69	4,253.02	4,380.61	4,643.45	5,014.92	5,516.42
C23	22.03		3,580.42	3,763.15	3,950.59	4,152.21	4,358.57	4,489.33	4,758.69	5,139.38	5,653.32
C24	22.58		3,668.64	3,856.08	4,046.69	4,253.02	4,471.99	4,606.15	4,882.52	5,273.12	5,800.43
C25	23.16		3,763.15	3,950.59	4,152.21	4,358.57	4,577.52	4,714.84	4,997.74	5,397.55	5,937.31
C26	23.73		3,856.07	4,046.69	4,253.02	4,471.99	4,695.65	4,836.52	5,126.71	5,536.85	6,090.54

1)\* - Hourly equivalent based on 37.5 hour work week (162.5 hours per month)

\*\*Longevity - Earned on anniversary date of beginning of 6th, 10th, 15th, and 20th year of service.

Percentage listed is applied to employees cumulative base salary.

Anniversary date for all classified employees hired prior to January 1, 1972 is July 1.

Anniversary date for all employees hired subsequently to January 1, 1972 is the first day of month of hire for employees reporting from 1st to 15th and first day of following month for those reporting from 16th through end of month.



**CLASSIFIED EMPLOYEES SALARY SCHEDULE  
2011-12  
11 MONTHS**

RANGE	(1)	A	B	C	D	E	F	6** 1.03	10** 1.06	15** 1.08	20** 1.1
<b>(MONTHLY)</b>											
C6	14.03	D	2,280.04	2,400.04	2,526.36	2,659.33	2,799.29	2,883.27	3,056.27	3,300.77	3,630.85
C7	14.82	E	2,409.02	2,530.17	2,656.06	2,791.39	2,933.00	3,020.99	3,202.25	3,458.43	3,804.27
C8	15.18	L	2,467.24	2,593.13	2,725.31	2,863.77	3,008.53	3,098.78	3,284.71	3,547.49	3,902.24
C9	15.57	E	2,530.17	2,656.06	2,791.39	2,933.00	3,084.05	3,176.57	3,367.17	3,636.54	4,000.20
C10	-	T	-	-	-	-	-	-	-	-	-
	15.96	E	2,593.13	2,725.31	2,863.77	3,008.53	3,159.58	3,254.37	3,449.63	3,725.60	4,098.16
C11	16.34	D	2,656.06	2,791.39	2,933.00	3,084.05	3,238.25	3,335.39	3,535.52	3,818.36	4,200.19
C12	16.77		2,725.31	2,863.77	3,008.53	3,159.58	3,318.51	3,418.06	3,623.14	3,913.00	4,304.30
C13	17.18		2,791.39	2,933.00	3,084.05	3,238.25	3,401.91	3,503.96	3,714.20	4,011.34	4,412.47
C14	-	J	-	-	-	-	-	-	-	-	-
	17.62	U	2,863.77	3,008.53	3,159.58	3,318.51	3,486.86	3,591.47	3,806.95	4,111.51	4,522.66
C15	-	N	-	-	-	-	-	-	-	-	-
	-	E	-	-	-	-	-	-	-	-	-
	18.05		2,933.00	3,084.05	3,238.25	3,401.91	3,576.56	3,683.85	3,904.88	4,217.27	4,639.00
C16	18.51	2	3,008.53	3,159.58	3,318.51	3,486.86	3,664.68	3,774.62	4,001.10	4,321.19	4,753.30
C17	-	0	-	-	-	-	-	-	-	-	-
	18.98	0	3,084.05	3,238.25	3,401.91	3,576.56	3,759.09	3,871.86	4,104.17	4,432.51	4,875.76
C18	19.44	1	3,159.58	3,318.51	3,486.86	3,664.68	3,851.92	3,967.48	4,205.52	4,541.97	4,996.16
C19	19.93		3,238.25	3,401.91	3,576.56	3,759.09	3,946.33	4,064.72	4,308.60	4,653.29	5,118.62
	-		-	-	-	-	-	-	-	-	-
	-		-	-	-	-	-	-	-	-	-
C20	20.42		3,318.51	3,486.86	3,664.68	3,851.92	4,042.32	4,163.59	4,413.40	4,766.48	5,243.12
C21	20.93		3,401.91	3,576.56	3,759.09	3,946.33	4,147.73	4,272.16	4,528.49	4,890.77	5,379.84
C22	21.46		3,486.86	3,664.68	3,851.92	4,042.32	4,248.43	4,375.88	4,638.44	5,009.51	5,510.46
C23	22.01		3,576.56	3,759.09	3,946.33	4,147.73	4,353.87	4,484.48	4,753.55	5,133.84	5,647.22
C24	22.55		3,664.68	3,851.92	4,042.32	4,248.43	4,467.16	4,601.18	4,877.25	5,267.43	5,794.17
C25	23.13		3,759.09	3,946.33	4,147.73	4,353.87	4,572.58	4,709.76	4,992.34	5,391.73	5,930.90
C26	23.70		3,851.91	4,042.32	4,248.43	4,467.16	4,690.59	4,831.30	5,121.18	5,530.88	6,083.96

**CLASSIFIED EMPLOYEES SALARY SCHEDULE**  
**2011-12**  
**10 MONTHS**

RANGE	(1)	A	B	C	D	E	F	6**	10**	15**	20**	
								1.03	1.06	1.08	1.1	
	(MONTHLY)											
C6	Food Service Worker	14.01	D	2,277.22	2,397.08	2,523.24	2,656.05	2,795.83	2,879.71	3,052.49	3,296.69	3,626.36
C7	Clerk Typist	14.81	E	2,406.04	2,527.05	2,652.78	2,787.94	2,929.38	3,017.26	3,198.29	3,454.16	3,799.57
C8		15.16	L	2,464.19	2,589.93	2,721.94	2,860.23	3,004.81	3,094.95	3,280.65	3,543.10	3,897.41
C9		15.55	E	2,527.05	2,652.78	2,787.94	2,929.38	3,080.24	3,172.65	3,363.01	3,632.05	3,995.25
C10	Elem School Clerk, Secondary School Clerk, AE/SpEd/DO Clerk, ReadRes Clerk	15.94	E	2,589.93	2,721.94	2,860.23	3,004.81	3,155.67	3,250.35	3,445.37	3,721.00	4,093.09
C11	Campus Supv/PHS, Noon Supv PMS/Elem.	16.32	D	2,652.78	2,787.94	2,929.38	3,080.24	3,234.25	3,331.27	3,531.15	3,813.64	4,195.01
C12	Elem Library Assistant	16.75		2,721.94	2,860.23	3,004.81	3,155.67	3,314.41	3,413.84	3,618.67	3,908.16	4,298.98
C13	Secretary, AES/SpEd/DO Secretary	17.16		2,787.94	2,929.38	3,080.24	3,234.25	3,397.70	3,499.64	3,709.61	4,006.38	4,407.02
C14	PMS/PHS Library Assistants, Record Keeping Technician	17.60	U	2,860.23	3,004.81	3,155.67	3,314.41	3,482.55	3,587.03	3,802.25	4,106.43	4,517.07
C15	Mailmen/Buyer PHS Student Data Mgr. Elem Attend Secy/PMS/PHS/MHS	18.03	E	2,929.38	3,080.24	3,234.25	3,397.70	3,572.14	3,679.30	3,900.06	4,212.06	4,633.27
C16	Attend Secy, AE/SpEd/DO Attendance Secy	18.49	2	3,004.81	3,155.67	3,314.41	3,482.55	3,660.15	3,769.96	3,996.16	4,315.85	4,747.43
C17	PHS/PMS Counseling Secy, Bus. Service Asst. Coordinator Spec Programs -A. E.	18.96	0	3,080.24	3,234.25	3,397.70	3,572.14	3,754.45	3,867.08	4,099.10	4,427.03	4,869.74
C18	Account Technician	19.42	1	3,155.67	3,314.41	3,482.55	3,660.15	3,847.16	3,962.57	4,200.33	4,536.36	4,989.99
C19	District Buyer, Fiscal Service Asslt. Elem Admin/Asslt; PMS/PHS/MHS Admin Asst; AES/SpEd/DO Admin; Curriculum Administrative Assistance	19.90		3,234.25	3,397.70	3,572.14	3,754.45	3,941.45	4,059.70	4,303.28	4,647.54	5,112.29
C20	Payroll Technician	20.40		3,314.41	3,482.55	3,660.15	3,847.16	4,037.32	4,158.44	4,407.95	4,760.59	5,236.65
C21		20.91		3,397.70	3,572.14	3,754.45	3,941.45	4,142.60	4,266.88	4,522.89	4,884.72	5,373.20
C22		21.43		3,482.55	3,660.15	3,847.16	4,037.32	4,243.18	4,370.48	4,632.71	5,003.32	5,503.66
C23		21.98		3,572.14	3,754.45	3,941.45	4,142.60	4,348.49	4,478.94	4,747.68	5,127.50	5,640.25
C24		22.52		3,660.15	3,847.16	4,037.32	4,243.18	4,461.64	4,595.49	4,871.22	5,260.92	5,787.01
C25		23.10		3,754.45	3,941.45	4,142.60	4,348.49	4,566.93	4,703.94	4,986.17	5,385.07	5,923.58
C26		23.67		3,847.15	4,037.32	4,243.18	4,461.64	4,684.79	4,825.34	5,114.86	5,524.04	6,076.45

**3 \*HOURLY**

1	Classroom Paraprofessional	15.33	16.09	16.90	17.69	18.48	19.03	20.17	21.78	23.96
		1,867.19	1,959.76	2,058.42	2,154.64	2,250.86	2,363.53	2,529.32	2,770.42	3,047.71
2	Special Ed Paraprofessional, Spec Ed 1:1 Paraprofessional for Severely Disabled	15.68	16.47	17.26	18.04	18.83	19.39	20.55	22.19	24.41
		1,909.82	2,006.05	2,102.27	2,197.27	2,293.49	2,408.24	2,576.97	2,822.57	3,104.95
3	SIP Coordinator	16.19	16.98	17.8	18.69	19.65	20.24	21.45	23.17	25.49
		1,971.94	2,068.16	2,168.04	2,276.44	2,393.37	2,513.81	2,612.61	2,947.22	3,242.33
4	Special Ed Paraprofessional Level II	18.04	18.83	19.66	20.52	21.42	22.06	23.38	25.25	27.78
		2,197.27	2,293.49	2,394.59	2,499.34	2,608.96	2,739.85	2,931.85	3,211.80	3,533.62
4	Physical Education Aide	20.24	21.30	22.38	23.46	24.64	25.38	26.90	29.05	31.96
		2,465.23	2,594.34	2,725.88	2,857.43	3,001.15	3,152.20	3,373.26	3,695.16	4,065.31
5	Occupational Therapist	30.68	32.24	33.82	35.51	37.29	38.41	40.71	43.97	48.37
		3,736.82	3,926.83	4,119.28	4,325.12	4,541.92	4,770.52	5,105.03	5,592.98	6,152.66

**PIEDMONT UNIFIED SCHOOL DISTRICT**  
**Piedmont, California 94611**

**CLASSIFIED EMPLOYEES**  
**Request for Reclassification**

As part of the contract between the California School Employees Association (CSEA) Piedmont Chapter #60 and the Piedmont Unified School District (District), a Reclassification Committee (Committee) will be established to begin evaluating petitions in January 2008. The recommendation of this Committee shall be advisory to the Negotiations Committee and, if agreed upon, will be implemented as per the next year's salary article of the ratified contract. In subsequent years, evaluations will occur annually in January with reclassifications implemented as per the negotiated contract.

Requests for Reclassification must be submitted to Personnel no later than 4:00pm on the last working day in November (November 28, 2008) in order to be considered by the Reclassification Committee. All applications will be reviewed in January with a final decision communicated to the Negotiations Committee no later than the end of February.

**RECLASSIFICATION PROCESS**

Reclassification occurs when an employee's current job description no longer matches the assigned duties, responsibilities, and job specifications stated.

An employee needs to look for qualitative changes not quantitative changes in his/her job duties. In other words, a heavier workload resulting from reduction of staff with the same title does not qualify for reclassification, however, adding new types of skilled tasks to the workload does.

Reclassification is not based on an employee's job performance, an increase in work, or on a comparison to the work that other employees perform.

Reclassification cannot be considered as a reward but can be a newly created position.

Restructuring of a department may be cause for reclassification.

Some areas to focus on are:

- The level of written and verbal communication skills required
- Whether significant changes have occurred in the position
- The complexity of work
- The level of difficulty of analytical tasks
- The variety of responsibilities
- Specific knowledge of a matter or technical expertise and skills

## **CRITERIA FOR RECLASSIFICATION**

Reclassification is a change in range for any of the following reasons:

- a. New job duties are added to the job description over an extended period of time. This results in the duties of the job fitting more appropriately with those of a higher classification.
- b. The job classification is out of line with similar job classifications in other districts.
- c. An extraordinary need for change has been identified such as shortage of applicants, excessive turnover, or unique skills required.

## **PRESENTATION TO COMMITTEE**

All reclassification requests shall be reviewed by the Reclassification Committee. Those candidates who meet at least one of the criteria above, and who have submitted their applications by the November deadline, will present their case before the Reclassification Committee in January. Candidates will be released from work for their appointed time. Neither the District nor the Union will present a candidate's case. It is the candidate's responsibility to present their own case. Each person will be allowed sufficient presentation time to state his/her case. Candidates may use both oral and written documentation.

## **COMPOSITION OF RECLASSIFICATION COMMITTEE**

This Committee will be composed of two (2) CSEA appointees; two (2) Administrators, one of which will be an Assistant Superintendent; and a fifth appointee agreed upon by the other four members of the committee. The first year the committee forms, one (1) CSEA member and (1) Administrator will serve a one-year term and the other member will serve a two year term. Each succeeding member will be appointed for a two-year term. The fifth appointee will change each year. The Chair of the committee will be determined by its members.

## **PROCESS**

Beginning in 2008, the Personnel Department will have Reclassification Questionnaires available for all classified personnel by November 1.

In January, the Reclassification Committee will interview each employee who requests consideration for reclassification and who is determined to meet at least one of the criteria listed above. The Committee may also interview the employee's supervisor if deemed necessary.

The recommendation of the Committee shall be advisory to the Negotiations Committee. Approved reclassifications will be implemented as per the negotiated contract. The Reclassification Committee will convene yearly to review new reclassification requests.

**Process...(continued)**

Upon completion of the reviews, the chair of the Reclassification Committee will notify each employee of the recommendations of the Committee, along with the reasons supporting the recommendations.

Employees who are not satisfied with the Committee's recommendation may appeal the recommendation to the Superintendent. This appeal is to take place within ten (10) days following receipt of the recommendation.

**IMPLEMENTATION**

Upon reclassification upward of a position or class of positions, the position(s) shall be assigned a range of at least one range higher than the former range. Employee's current step and/or longevity placement will be retained on the new range. Reclassification shall not change an employee's anniversary date.

**LIST OF COMPARABLE SCHOOL DISTRICTS**

Alameda Unified

Albany Unified

Berkeley Unified

Castro Valley Unified

Dublin Unified

Palo Alto Unified

Pleasanton Unified

San Leandro Unified

San Ramon Unified

Lafayette Elementary

Saratoga Union Elementary

Acalanes High School

Los Gatos-Saratoga High School District

**PIEDMONT UNIFIED SCHOOL DISTRICT  
Piedmont, California 94611**

**Reclassification:  
Classified Employee Questionnaire**

When completing this questionnaire, please be sure to list only tasks that do not appear in your current job description.

If applying for reclassification based on comparability, be sure to include comparable district job title(s), job description(s), salary, benefits, longevity, and hours/week for like 1.0 FTE (full-time equivalent). See *Request for Reclassification* document for a list of comparable schools.

**Tasks**

Task	Hrs/Wk	Consequences of Actions
Split your job into 6-15 specific tasks. Describe each task in as much detail as possible. Be sure to include supervisory duties where applicable (e.g., planning and scheduling work, assigning and reviewing tasks, etc.).	Average number of hours per week spent on performing task	For each task, use the scale below to indicate the probable consequence of performing the task incorrectly. (1) No consequence to District (2) Minor – Errors could easily be detected in the normal course of work and would require a small expenditure of time to correct (3) Moderate – Errors may involve more than one department location, but can usually be detected or corrected within a reasonable amount of time (4) Serious – Errors involve more than one department or location and may be hard to detect and difficult to correct

In addition, please answer the following questions for each task:

**A. Tools, Equipment, Materials, etc.**

For each task listed in Part A, list the tools, equipment, materials, etc., used in the performance each task (e.g., truck, typewriter, copier, hand tools, etc.).

**B. Persons Contacted / Method of Contact**

Persons Contacted - For each task listed in Part A, indicate who you contact when performing the task. The person(s) contacted may be inside or outside the District.

Method Used for Contact - For each contact, describe the method of contact (e.g., phone, email, memo, in person, etc.)

**C. Skills, Knowledge and Abilities**

For each task, list the skills, knowledge, and abilities required to perform the task (e.g., knowledge software, driving skills, ability to deal with the public, speaking skills, knowledge of automobile maintenance, etc.)

Name:

Job Title:

Job Description:

Task #1	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

Task #2	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

Task #3	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

Task #4	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

Task #5	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

Task #6	Hrs/Wk	Consequences of Actions			
		(1)	(2)	(3)	(4)
A.					
B.					
C.					

## **Experience**

The remaining questions refer to your entire job and not specifically to the tasks described in Part A.

### **NUMBER OF PEOPLE SUPERVISED**

Use the scale below to indicate the number of people you supervise. Circle the number which most nearly applies.

1. Supervise no one
2. Supervise 1 person
3. Supervise 2 persons
4. Supervise 3+ persons

### **EDUCATION**

Use the scale below to indicate the minimum amount of formal education you believe is necessary to perform the duties and responsibilities of the job. Disregard your own qualifications and consider only the job. Circle the most applicable number.

1. High School diploma
2. Some years in college
3. College degree
4. Graduate degree

### **EXPERIENCE**

Use the scale below to indicate the minimum amount of the job-related experience necessary for you to perform the duties and responsibilities of the job. Disregard your own qualifications and consider only the job. Circle the most applicable number.

1. No prior experience necessary
2. 1 to 6 months prior experience
3. 7 months to one year prior experience
4. 1 to 2 years prior experience
5. 3 to 4 years prior experience
6. 5 or more years prior experience

**Departmental Organization**

In the space below, fill in the organization chart of your department as it exists to the best of your knowledge. Be sure to identify your immediate supervisor's position and positions of all those who work for you.

**Superintendent**

## **Additional Qualifications**

### **EXTRAS**

Describe any special training, degrees, licenses, certificates, etc., you feel are required to perform your job.

### **OTHER**

Describe anything else of significance which is important to the position and not covered in this questionnaire (e.g., special assignments, committees, and/or outside organizations required by the job).

## **Signature**

- Employee:**
1. Review the questionnaire and be sure you have completed all questions.
  2. Sign and date the questionnaire in the space provided below.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_