



PALO ALTO
UNIFIED SCHOOL DISTRICT

Collective Bargaining Agreement

Between

PAUSD

Palo Alto Unified School District
25 Churchill Avenue
Palo Alto, California 94306

and

CSEA

California School Employees Association

and

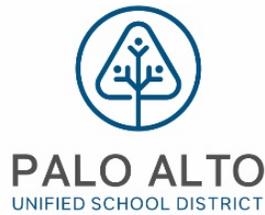
Chapter 301

for the

Office, Technical and Paraprofessional
and Operations Support Services Unit

Negotiations 2018-21

*Adopted May 28, 2019
Effective through June 30, 2021*



This contract between the California School Employees Association, Chapter #301 and the Board of Education of the Palo Alto Unified School District has been developed by the negotiating teams for these two parties. It has been ratified on this day, May 28, 2019, by the California School Employees Association, Chapter #301 and the Board of Education of the Palo Alto Unified School District.

Negotiating Team Members

- Mrigendra Steiner, CSEA President
- Janell Hampton, CSEA Labor Representative
- Ruta Henard
- Will Mankey
- Isidro Pimentel
- Bernadette St. John
- James “Mike” VanDiver
- Karen Hendricks, Deputy Superintendent
- Martha Hauser
- James Novak

Palo Alto Unified School District Board of Education

- Jennifer DiBrienza, President
- Melissa Baten Caswell
- Todd Collins
- Ken Dauber
- Shounak Dharap

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ARTICLE I

Certification

The Palo Alto Unified School District agrees that CSEA, and its Chapter 301, is certified as the exclusive bargaining agent for all classified employees who work in the classifications listed in Appendix C.

In the event of the creation of a new classification by the District and the parties cannot agree whether the position should be included in the bargaining unit, the dispute will be submitted to the Public Employment Relations Board for determination.

ARTICLE II

Term

This agreement is by and between the Palo Alto Unified School District (District) and the California School Employees Association, Chapter No. 301 (CSEA), “the parties” herein:

1. The parties agree that it is in the interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement.
2. The parties agree to create a new collective agreement between CSEA and the District with a term of July 1, 2018, to June 30, 2021.
3. The parties agree to reopen Article VI (Compensation and Benefits) and up to two other Articles of each party’s choice for each year of the agreement.
4. The parties agree that they will public notice (pursuant to EERA Section 3547) their respective proposals for negotiations (other than the term) no later than May 15 of each year of the agreement.
5. The parties agree to commence negotiations on these proposals no later than September 30th of the year public notice is given regarding proposals for negotiations.
6. Pursuant to the provisions of this agreement the parties shall have a free and unlimited right to make successor agreement proposals on any subject matter within scope, with the exception of the previously determined duration clause.
7. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

ARTICLE III

Association Rights

A. Organizational Security

1. It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's rights. It is the intention of the District and CSEA to maintain a relationship built on mutual trust and collaboration.
2. District shall distribute CSEA-supplied membership applications to new hires and afford CSEA access to new employee orientations. District shall refer all employee questions about CSEA membership or dues to the CSEA Labor Relations Representative or chapter president. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.
3. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. This period shall be tracked by CSEA within its membership database.
4. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Chapter President and shall obtain approval on behalf of the union before processing any revocation request.

B. Dues Deduction

1. The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
2. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
3. Nothing contained herein shall prohibit an employee from paying dues directly to CSEA.
4. The District shall notify the CSEA chapter president if any member of the bargaining unit seeks to revoke a dues deduction authorization.
5. CSEA shall indemnify, defend and hold the District harmless from any and all claims, suits or any other action, including attorneys' fees, arising from the implementation of or duties created by this article.

C. Membership Information

1. The District shall take all reasonable steps to safeguard the privacy of each CSEA member's personal information, including but not limited to Social Security Number, addresses, phone numbers, and status as a union member.
2. The District will use its best efforts to filter out spam to work email addresses.

D. Association Communications

The Association may use the bulletin board spaces and a hyperlink under the Human Resources tab on the District's Website designated by the Superintendent subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president or other authorized person; (b) a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distributions.

The Association shall make every effort not to post or to distribute information that is derogatory or defamatory of the District or its personnel. When the District deems material to be derogatory or defamatory, the site administrator shall notify the Association representative who shall remove the material for referral to the Superintendent and the Association President or their designees. After the two officials have had a reasonable opportunity to discuss the challenged material, the matter may be posted again at the Association's discretion.

The Association may not use District equipment or facilities for the printing and assembling of Association communications. The Association may submit work requests to the District Printing & Mail Services department. The Association will pay the published rates for these services. The Association may place information or notices in the District pony system addressed to a CSEA representative at each site for distribution.

The Association is granted use of district email service for union information distribution and CSEA-Employees communications.

E. Association Released Time

The Association will exclusively receive time off from duties for the processing of grievances past Level I of the grievance procedure, Article V herein, for Association members who are designated as Association representatives subject to the following conditions:

1. Upon the start of the grievance process for each grievance and no later than five (5) days from the start of each grievance the Association will designate in writing to the Superintendent one (1) employee who is to receive the time off;
2. Twenty-four (24) hours prior to release from duties for grievance processing the designated representative informs his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and
3. That such time off shall be limited solely to representing a Grievant in a conference with a management person beyond Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.

The Association may designate six (6) members from the bargaining unit to their bargaining team. These bargaining team members shall be excused from their assignments upon two (2) days' notification from the Superintendent or his/her designee.

The Association president or his/her designee shall be granted a total of forty (40) hours released time with pay per fiscal year to attend the CSEA State Convention. Such released time shall not be taken without receiving prior written approval of his/her supervisor.

In addition, the Association President and one designee may share a total of four hours per day

five days per week for purposes of Association business pertaining to the District. The four hours and five days will be agreed upon by the District and the CSEA and will be consistent from week to week throughout the year.

Following initial employment, the District and CSEA will schedule an orientation for all newly hired unit members occurring twice a year between September through November and February through April. The training's substance and scheduling shall be jointly approved by the Administrator of Classified Personnel and the CSEA President.

ARTICLE IV

District Rights

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Any such amendment, modification or rescission shall last only for the duration of the emergency. An "emergency" shall be defined as those unforeseen circumstances arising from a natural disaster, national or state emergency, epidemic, riot, police action, legislative, legal or judicial decisions, initiative or referendum or other incidences that substantially interrupt or threaten to interrupt the normal District operation and require action. The determination of whether or not an emergency exists as defined in this article is solely within the discretion of the Board of Education and is expressly excluded from the provisions of Article V (Grievance).

ARTICLE V

Grievance

Section 1 – Definitions

A "grievance" is a formal, written allegation by a Grievant that said Grievant has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by Administrative regulations and procedures of this School District are not within the scope of this procedure.

A "Grievant" may be any classified employee of the District covered by the terms of this Agreement or the Association President or designee. Any grievance filed by the Association President or designee will first be approved by the Chapter 301 Executive Board.

A "day" is any day in which the central administrative office of the Palo Alto Unified School District is open for business.

The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the Grievant who has been designated to adjust grievances.

Section 2 – General Provisions

1. No reprisals of any kind will be taken by the District or the Association against any participant in the grievance procedures.
2. An employee may be self-represented or have a representative of the employee's own choice at all formal levels of the grievance procedure.
3. When a Grievant is required to appear before an agent of the employer, or the employer, the meeting shall be at a mutually agreed upon time and the Grievant shall be given the reasons for the required appearance.
4. Any expenses incurred shall be borne by the parties incurring them.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
6. Neither the employer nor the Association shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been carried through prior steps as required by the provision of the procedure.
7. The Superintendent, or his/her designee, and the Association agree to make available to both parties all pertinent information, not privileged under law or employer policies, in their possession or control and which is relevant to the issues raised by the grievance.
8. A grievance may be withdrawn at any level without establishing precedent.
9. A decision rendered at any level shall be considered final unless an appeal is registered within the limit specified. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.

10. Nothing in these grievance procedures is meant to deny to either the Association or to the District the right to complain directly to the other, at whatever level seems appropriate about the handling of issues which appear elsewhere in this contract other than in the articles on Association Rights or District Rights. Such discussions will not be matters of formal grievance procedures unless both parties agree that formal grievance procedures should be entered into as a possible way of avoiding a contest over unfair labor practices with the Public Employment Relations Board.
11. If the Superintendent, or his/her designee, and the Association mutually agree in writing, the grievance may be brought directly to any higher level of the grievance procedure, time limits may be shortened or extended, or an expedited arbitration procedure devised.
12. The District annually will provide the CSEA Chapter Secretary with fifty (50) copies of the "Level I" grievance form and twenty (20) copies of the "Level II" form.

Section 3 – Informal Level

Before filing a formal written grievance, the Grievant should attempt to resolve it by an informal conference with his/her immediate supervisor. If the Association is the Grievant, the matter shall first be referred by the Association President or designee to the Employer-Employee Relations Committee, or if time does not permit, to the District Administrator of Classified Human Resources.

Section 4 – Formal Level

Level I

Within twenty (20) days after the employee knew or should have known about the occurrence of the act or omission giving rise to the grievance, the Grievant must present his/her grievance in writing to his/her immediate supervisor and building principal if they are not one and the same.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. If the Association is the Grievant, the grievance must also specify the group or class of employees on whose behalf the grievance was filed.

The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the Grievant may appeal to the next level.

Within the above limits, either party may request a personal conference.

Level II

In the event the Grievant is not satisfied with the decision at Level I, he/she may appeal the decision in writing to the Administrator of Classified Human Resources within ten (10) days.

The statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Administrator of Classified Human Resources shall communicate his/her decision within ten (10) days after receiving the appeal. Either the Grievant or the Human Resources Administrator may request a personal conference within the above time limits. If the Human Resources Administrator does not respond within the time limits, the Grievant may appeal to the next level.

Level III

If the Grievant is not satisfied with the decision at Level II, he/she may within ten (10) days appeal the decision in writing to the Superintendent.

This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

The Superintendent shall communicate his/her decision to the Grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the Grievant may appeal to the next level.

Level IV Mediation

If the grievance is not resolved to the satisfaction of the Grievant at Level III, within ten (10) days of delivery to the Grievant of the Level III decision of the Superintendent, the exclusive representative may, after written notice to the District, request the California State Conciliation and Mediation Service for the appointment of a State mediator. Upon appointment of the mediator, mediation shall be scheduled according to availability of the mediator and the parties. The parties shall make every reasonable effort to meet with the mediator within twenty (20) days of the request for mediation.

If an agreement is reached, the agreement shall be reduced to writing and shall be signed by all the parties to the mediation. All settlement agreements shall be non-precedential and shall constitute only a settlement of the particular grievance.

Level V Arbitration

If the Grievant is not satisfied with the disposition of the grievance at Level IV, or if no decision has been rendered within ten (10) days after the last meeting with the mediator, the Grievant may submit a request to the Association Grievance Chairperson, requesting that the Association submit the grievance to arbitration. If the Association Grievance Committee approves the request, the Association will submit the grievance to arbitration by giving written notice to the Superintendent's Office within fifteen (15) days after the date the request is made of the Association by the Grievant. The date the request is made of the Association by the Grievant shall be the date the request in writing is mailed or personally delivered to the Association Grievance Chairperson.

Within seven (7) days after such written notice of submission to arbitration, the Superintendent's Office and the Association shall request jointly the State Conciliation Services to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Grievant. All other expenses shall be borne by the party incurring them.

Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

The arbitrator shall have no power to award punitive damages, make class action awards, except where the class is properly identified at level one of this procedure, or make money damage awards

effective any date earlier than up to twenty (20) days prior to the date the grievance was filed, except as provided by law.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

Issues arising out of the exercise by the Board and administration of its responsibilities under Article IV of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure.

After the hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations and shall set forth the arbitrator's reasoning and conclusions on the issues submitted.

The arbitrator's decision is final and binding except that the arbitrator's award must be supported by the preponderance of the evidence and be in conformance with law. Such awards are specifically reviewable by the Superior Court pursuant to the processes and procedures set forth under the California Code of Civil Procedure.

ARTICLE VI

Compensation and Benefits

A. 2018-2019 Classified Salary

Salary Schedule Increase: The 2018-2019 Classified Salary Schedules shall reflect a two percent (2%) increase over the 2017-2018 Classified Salary Schedules, effective January 7, 2019 or the midyear of the unit members' work calendar, as applicable. This increase shall apply to all employees employed by the District as of the date of ratification of the 2018-2021 Agreement.

[Note: Article VI is subject to reopener negotiations for the 2019-2020 and 2020-2021 school years.]

B. Longevity

After completion of seven (7) years of service, unit members shall be eligible on their individual anniversary date for a longevity increment. A second (2nd) longevity increase shall be added after completion of ten (10) years of service, a third (3rd) longevity increase after fifteen (15) years, a fourth (4th) longevity increase after twenty (20) years, and a fifth (5th) longevity increase after twenty-five (25) years, and a sixth (6th) longevity increase after thirty (30) years. A year of service shall be defined as being in a paid status for the annual number of required workdays for each particular classification.

The longevity increment shall be \$160.93 in 2015-16 and \$167.37 in 2016-17. In future years, the longevity increments will increase by the same percentage as any negotiated salary schedule increase.

Employees who work less than full-time and at least 20 hours per week and who meet other requirements shall be eligible for the stipend on a pro-rata basis

C. Benefits

Employees must work twenty (20) hours or more per week to be eligible for dental, life, health, and vision insurance coverage. The District's contribution for employees working at least 20 hours per week but less than 40 hours per week shall be prorated based upon a full-time assignment. An employee may not purchase medical coverage that exceeds their salary. The District's maximum obligation to pay premiums for eligible part-time employees shall be a pro-ration of the District's contribution for the plan and coverage selected by the employee.

1. Retirement and Workers Compensation

The District will pay the additional employer costs in these two areas for the duration of the contract.

2. Unemployment Insurance

The District will pay the cost of this item for the duration of the contract.

3. Life Insurance

The District shall provide life insurance coverage for active employees and shall pay the premium for each active employee who qualifies for full benefit coverage. The District shall pay the pro-rated premiums for active employees who work more than fifty percent (50%)

but less than one hundred percent (100%), as specified in Section C of this article.

4. Medical, Dental, and Vision Insurance

- a. The District and CSEA are committed to providing unit members with cost effective health insurance coverage with plan choices and family coverage. Therefore, they each hereby instruct their appointed representatives to the Joint Benefits Committee to explore all options including but not limited to:
1. Changing carriers
 2. Changing coverage levels
 3. Changing rate structures
 4. Changing eligibility requirements

To achieve our joint goal, the Committee shall make every reasonable effort, depending upon obtaining information from the benefits consultants, to issue its recommendations to the parties no later than September 10, 2019. Within two weeks of receiving a recommendation from the Joint Committee, the District and CSEA shall meet to negotiate this Article for the 2019-20 school year.

- b. Effective January 1, 2019, and through December 31, 2019, only, the District shall contribute towards health and welfare benefits an amount not to exceed the product of \$13,570 multiplied by the number of eligible employees (pro-rated to a full-time equivalent assignment) for medical, dental, vision, and life insurance.

The District shall contribute up to the amount listed per month toward the cost of the selected medical plan for each full-time unit member.

Active Employee PLAN	District Monthly Contribution (12 per annum)	Employee Monthly Contribution (12 per annum)	Total Monthly Premium Rate for 2019
Kaiser			
Employee	\$686.30	\$0	\$686.30
Employee + 1	\$1,287.59	\$ 85.00	\$1,372.59
Employee + Family	\$1,822.22	\$120.00	\$1,942.22
Sutter Health Plus			
Employee	\$702.32	\$0	\$702.32
Employee + 1	\$1,314.76	\$90.00	\$1,404.76
Employee + Family	\$1,857.95	\$130.00	\$1,987.95
Delta Dental			
PPO Plan	\$115.25	\$0	\$115.25
Premier Plan	\$137.87	\$0	\$137.87
VSP			
Vision Plan	\$17.56	\$0	\$17.56
VOYA Life Ins			
Life Insurance	\$9.00	\$0	\$9.00

- c. Employees who are eligible for fully paid health benefits shall participate in one of the medical programs, plus the dental, vision, and life insurance. Full-time unit members qualified for Section C.4.f of this article may opt out of insurance. Employees who elect for the employee plus one or family plans shall pay through monthly payroll deductions in advance of the month of coverage the difference in the District monthly contribution and the total cost of the corresponding plan.

Absent any written subsequent agreement to the contrary, the District's obligation on and after January 1, 2020, to contribute towards health benefits shall not exceed the product of \$13,570 multiplied by the number of eligible employees per year divided by twelve (12) equal monthly payments. The dollar amount specified in this section sets no precedent regarding the District's obligation to provide benefits at any particular plan level in future years.

- d. For eligible employees whose first date of paid service is after January 1, 2010, the District shall provide a PPO dental plan. Eligible employees whose first date of paid service is before January 1, 2010, shall have the choice to remain on the current incentive dental plan or to switch to the PPO dental plan. Once an eligible employee has participated in the PPO dental plan, the employee may not return to the incentive plan. Eligible employees whose first date of paid service is before January 1, 2010, and who resign or are laid off and are rehired within thirty-nine months shall be provided only the PPO plan.

- e. No person shall be covered under more than one plan contributed to by the District. An employee with a spouse or partner who is also employed by the District would be covered in the following manner:

- 1) No dependents: (a) each may be covered under employee only coverage or (b) one employee-plus-one coverage policy.
- 2) One or more dependents: (a) one employee-plus-family coverage policy.
- 3) Employee contributions: Married or registered partners, both benefit eligible and employed by the District may be eligible for an additional District contribution toward the employee contribution for health benefits in the Kaiser or Sutter Health Plus HMO employee-plus-one and the Kaiser or Sutter Health Plus HMO employee-plus-family medical coverage policies. Adding the FTE of the couple and multiplying the portion over 1.0 FTE by the District's monthly contribution for the Kaiser or Sutter Health Plus HMO employee-only policy shall determine the amount of the additional District contribution toward the employee contribution. If this product equals or exceeds the employee monthly contribution for the chosen Kaiser or Sutter Health Plus HMO policy (\$85 for the Kaiser employee-plus-one policy or \$120 for Kaiser employee-plus-family policy or \$90 for Sutter Health Plus HMO employee-plus-one policy or \$130 for Sutter Health Plus HMO employee-plus-family policy) then the couple will not be required to pay the employee contribution. If this product does not equal or exceed the employee contribution for the chosen HMO policy then the couple will pay the difference as a monthly payroll deduction. Married or registered partners, where both are benefit eligible part-time employees, may combine their FTE to qualify for the full-time District contribution toward an employee-plus-one or employee-plus-family policy without having the District's contribution prorated.

- f. Employees eligible for full-time medical coverage who provide proof of comparable medical coverage through a non-District spouse or legal partner may choose to decline District medical benefits and receive \$2,500 in ten (10) equal payments for a full year of non-coverage. Employees who have declined medical benefits and received the non-coverage payment may reenroll in a medical plan during open enrollment or if a qualifying event occurs. It is within the sole discretion of the District to continue this provision for each successive year of this agreement.
- g. Employees eligible for full-time dental coverage who provide proof of comparable dental coverage through a non-District spouse or legal partner may choose to decline District dental benefits and receive \$300 in ten (10) equal payments for a full year of non-coverage. Employees who have declined dental benefits and received a non-coverage payment may reenroll in the Delta Dental PPO plan during open enrollment or if a qualifying event occurs. It is within the sole discretion of the District to continue this provision for each successive year of this agreement.
- h. Joint Benefits Committee: The District will form a joint employee-employer benefits Committee, comprised of four (4) appointees each of the CSEA, the District, the PAEA, and one (1) appointee from the Palo Alto Management Association (PAMA). The Committee will consider and make recommendations to the negotiating teams regarding matters related to medical, dental, and vision benefits, including PERS as an alternative provider. Released time will be provided for the committee members.

In the event that the work of the Joint Benefits Committee does not lead to a timely solution to problems created by the impact of health insurance increases, the District and CSEA will work collaboratively together to attempt to avoid adverse impacts on unit members.

5. Early Retirement Benefits Program

- a. To be eligible for the Early Retirement Benefits Program, an individual must:
 - 1. Have a seniority date prior to June 1, 2009
 - 2. Have an equivalent of ten (10) years of consecutive full-time District service immediately prior to retirement (e.g. ten years of full-time service equals 120 months at 8-hours per day, 180 months at 6 hours per day, 240 months at 4 hours per day) and
 - 3. Be at least age fifty-five (55).
- b. Employees who are eligible for the Early Retirement Benefits Program shall receive the same District benefits (health, dental, vision, and life) as full-time (1.0 FTE) employees, except that employees receiving pro-rated benefits at the time of retirement shall receive the same level of pro-rated benefits for the early retirees benefit plans under this section.

- c. Employees in the Early Retirement Benefits Program shall make monthly contributions in the same amount as an active full-time employee in the same benefit plans.
- d. Retirees in this program shall receive benefits for five (5) consecutive years or until attaining age sixty-five (65), whichever occurs first. Once electing to participate in the program, a retiree may not return to regular service.
- e. Employees retiring from a full-time (1.0 FTE) position and eligible for the Early Retirement Benefit Program may choose to decline the District medical coverage and receive \$6,000 for each year of eligibility the retiree declines (except as prohibited by law). It is within the sole discretion of the District to continue this provision for each successive year of this agreement. Application to this program shall be made to the Human Resources Office.

D. Professional Growth Program

(See Appendix A, “Professional Growth Program”)

E. In-service and Training Support

A total of \$5,000 will be available annually for funding the in-service and training for the CSEA membership. Any year ending balance shall be rolled over to a maximum of \$2,500.

The in-service and training funds may be used for the following activities:

1. Tuition and education cost reimbursement pertaining to the employee’s current position.
2. Release time and/or funding for attending conferences or workshops pertaining to the employee’s current position.
3. Release time and/or funding for attending CSEA conferences.
4. Providing programs on staff development day for classified employees.

Pro-growth credit may not be earned when in-service and training funds have been used for the activity.

Requests for funds shall be reviewed and approved by the In-service and Training Review Committee. The In-service and Training Review Committee shall be formed consisting of four (4) members. CSEA shall appoint two (2) committee members from the bargaining unit. The District shall appoint one (1) committee member in addition to the District’s Administrator of Classified Human Resources. The District’s Administrator of Classified Human Resources shall act as the chair of the committee. Appointment shall be for two years, with each term starting on July 1 and ending on June 30.

F. Maintenance Stipends

The maintenance stipend program is designed to fill the need for employees trained in trade areas that may periodically need additional workers to complete priority jobs.

The Manager of Maintenance, Operations & Construction shall determine if a need exists in a stipend trade area. Once an area of need has been identified, the stipend area shall be posted in the normal manner. Maintenance Persons, who have declared a career path outside the stipend area of need, and Tradespersons interested in the stipend may apply. Selection priority will be given to eligible employees with the least number of stipends, in order of seniority.

Maintenance personnel will be eligible for a one hundred dollars (\$100.00) per month stipend, to a maximum of three, per each skill level for which the Tradesperson becomes qualified. This program is voluntary.

In addition, the District will provide training through on-the-job experiences, Professional Development, and formalized staff development, adult education, and community college coursework where appropriate. Such training will not be credited for Professional Growth units.

G. Holidays

All employees covered by this Agreement shall be entitled to sixteen (16) paid holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. The specific holidays shall be identified prior to July 1 of each fiscal year. Every day appointed by the President or the Governor of this state as a public fast, mourning, Thanksgiving or holiday for which schools are required to be closed, shall be a paid holiday for all employees of the bargaining unit.

H. Salary Placement

1. Anniversary Date

Anniversary Date is the date on which an employee advances on the salary schedule. A bargaining unit member's anniversary date shall be determined as follows:

- a. If an employee becomes permanent in a classification between the 1st and the 15th of the month, the anniversary date is the first day of that month. (e.g. if an employee becomes permanent on March 10, the anniversary date is March 1.) If an employee becomes permanent in a classification on or after the 16th of the month, the anniversary date is the first day of the following month. (e.g. if an employee becomes permanent on March 20, the anniversary date is April 1.)
- b. If an employee is initially placed at Step C pursuant to section H.2., the anniversary date shall be determined according to when the employee advances to Step D. If the employee advances to Step D between the 1st and the 15th of the month, the anniversary date is the first day of that month. (e.g. if an employee advances on March 10, the anniversary date is March 1.) If an employee advances to Step D on or after the 16th of the month, the anniversary date is the first day of the following month. (e.g. if an employee advances on March 20, the anniversary date is April 1.)

2. Initial Placement

New classified employees will ordinarily be placed at the first step of the appropriate pay range; however, in the event the new employee possesses extraordinary qualifications for the position through former training and experience, placement at a higher step (up to Step C) may be authorized by the Human Resources Department. Employees started at Step A or B shall advance one step at the completion of the probationary period. Employees started at Step C shall advance one step at the completion of one year of service.

3. Promotional Salary Placement

Regular employees promoted to a higher classification shall receive a salary adjustment to the step on the higher salary range that represents a minimum increase of five percent (5%), provided that such increase shall not exceed the maximum step of the higher salary range for

that classification. After completion of the promotional probationary period a new anniversary date will be determined according to Section H.1. above.

4. Transfer in Classification

Employees transferred within the same classification or to a classification in the same salary range shall not receive a salary adjustment.

5. Voluntary Demotion

Upon voluntary demotion or in lieu of layoff assignment to a lower classification, the salary shall be adjusted to the step on the salary range of the lower position which corresponds most closely to the salary received by the employee, provided such salary does not exceed the present salary or the maximum step of the lower classification.

6. Working Out of Classification

Excluding trainees, a classified employee required to work in a higher classification for five (5) consecutive work days or more than ten (10) working days within a fifteen (15) day period shall be compensated at the corresponding step in the higher classification. Prior approval for working out of classification shall be obtained from the Administrator of Classified Human Resources.

7. Night Shift Differential

Employees required to work on a regular assignment between 2:00 p.m. and 6:00 a.m. of which not less than four (4) hours are beyond 6:00 p.m. shall receive a differential in their work hours or rate of pay as follows:

- a. FULL-TIME employees regularly assigned to work at least four (4) hours between 6:00 p.m. and 12:00 midnight shall work an eight-hour (8) shift, including a thirty- (30) minute meal break and shall be paid a five percent (5%) differential above their regular rate of pay.
- b. Employees regularly assigned to work at least four (4) hours between 12:00 midnight and 6:00 a.m. shall work an eight-hour shift including a 30-minute meal break and shall be paid a seven and one-half percent (7.5%) differential over their regular rate of pay.
- c. The salary differential for work between 2:00 p.m. and 6:00 a.m. shall be paid for the entire month during which the employee is regularly assigned the shift or IF NOT REGULARLY ASSIGNED TO THE SHIFT for the actual number of work days the employee works the shift if less than the entire month.

8. Split Shift Differential

All bargaining unit members holding positions wherein the District has scheduled an unpaid period of one-and-one-half (1^{1/2}) hours or more in the work day shall be paid a split shift differential of an additional three percent (3%) above his/her regular salary.

I. Mileage

Any classified employee required by the District to use the employee's vehicle on District business shall be reimbursed at the IRS rate for all miles driven on behalf of the District.

ARTICLE VII

Hours

- A. The work week of the Office, Technical and Paraprofessional unit members shall consist of five (5) consecutive days and thirty-eight and three-quarter ($38\frac{3}{4}$) hours beginning and ending at 12:00 midnight on Sunday. The workday for unit members shall be as follows:
1. The established start and end work times for regular part-time unit members shall be based upon the needs of the school or department and upon recommendation of the principal or department head and approved by the Classified Human Resources Administrator. Part-time regularly assigned permanent or probationary employees shall receive sick leave, vacation and holiday benefits based on regularly assigned hours.
 2. The established work time for full-time unit members shall be seven and three-quarters ($7\frac{3}{4}$) hours per day and thirty-eight and three quarters ($38\frac{3}{4}$) hours per week. Department heads shall assign personnel to one of the following schedules:
 - a. Central Office
 - 7:00 a.m. to 3:45 p.m. with one hour for lunch
 - 7:15 a.m. to 4:00 p.m. with one hour for lunch
 - 7:30 a.m. to 4:15 p.m. with one hour for lunch
 - 7:45 a.m. to 4:30 p.m. with one hour for lunch
 - 8:00 a.m. to 4:45 p.m. with one hour for lunch
 - 8:15 a.m. to 5:00 p.m. with one hour for lunch
 - b. Elementary Schools
 - 7:30 a.m. to 4:00 p.m. with 45 minutes for lunch
 - 8:00 a.m. to 4:30 p.m. with 45 minutes for lunch
 - c. Secondary Schools
 - 7:30 a.m. to 4:00 p.m. with 45 minutes for lunch
 - 8:00 a.m. to 4:30 p.m. with 45 minutes for lunch
 - d. For the designated summer work period, generally beginning the third week after the close of school and extending for six weeks, the assigned work time for full-time unit members shall be for four (4) consecutive days of ten (10) hours each beginning at 7:00 a.m. and ending at 5:30 p.m.
- There shall be a forty-nine (49)-minute lunch period and two nineteen (19)-minute rest periods per day for full-time unit members.
3. Any variation of these hours shall be approved by the employee's supervisor and/or the Classified Human Resources Administrator, after consulting with the employee. Requests for adjustments in start and end work times made by the employee may be implemented by the District without negotiating the requested change. Prior to any District proposed changes in start and end work times, CSEA shall be informed in writing of the proposed change and given the opportunity to negotiate the proposed change.
- B. The workweek of the Operations Support Services unit members shall consist of five (5) consecutive days and forty (40) hours beginning and ending at 12:00 midnight on Sunday. The workday for Operations Support Services unit members shall be eight hours. Exceptions

follow:

1. The assigned start and end work times for regular part-time employees shall be based upon the needs of the school or department and upon recommendation of the principal or department head and approved by the Classified Human Resources Administrator. Part-time regularly assigned permanent or probationary employees shall receive sick leave, vacation and holiday benefits based on regularly assigned hours.

Any variation to the above schedules shall be approved by the Classified Human Resources Administrator. Prior to the change, CSEA shall be informed in writing of the variation.

2. For the designated summer work period, generally beginning the third week after the close of school and extending for six weeks, the assigned work time for full-time unit members shall be for four (4) consecutive days of ten (10) hours each beginning at 6:00 a.m. and ending at 4:30 p.m. or beginning at 7:00 a.m. and ending at 5:30 p.m.

There shall be a thirty (30)-minute lunch period and two (2) nineteen (19)-minute rest periods per day for full-time unit members.

3. Any variation of these hours shall be approved by the employee's supervisor and/or the Classified Human Resources Administrator, after consulting with the employee. Requests for adjustments in start and end work times made by the employee may be implemented by the District without negotiating the requested change. Prior to any District proposed changes in start and end work times, CSEA shall be informed in writing of the proposed change and given the opportunity to negotiate the proposed change.

C. Rest & Meal Periods

1. Rest Periods

Unit members shall be granted a fifteen (15) minute rest period in midmorning and again in midafternoon, based on the assigned hours of work outlined below. The immediate supervisor shall determine the number of employees to be off at any one time.

More than 3.50 hours to 6 hours one 15-minute break

More than 6 hours two 15-minute breaks

Each employee is expected to take this time for relaxation. This rest period may not be used to lengthen the lunch period, shorten the work day, or make up lost time.

2. Meal Period

Each bargaining unit member who works more than five (5) hours per day shall take an unpaid meal period of at least thirty (30) minutes but no more than sixty (60) minutes except as noted below. The length of the meal period and time at which the break is taken shall be established by the supervisor according to District and/or site needs. Requests for adjustments in the meal start and end times made by the employee may be implemented by the District without negotiating the requested change. Prior to any District proposed changes in the meal start and end times, CSEA shall be informed in writing of the proposed change and given the opportunity to negotiate the proposed change.

Note: For bargaining unit members working more than five (5) hours but less than six (6) hours the meal period may be waived by written mutual consent of both the supervisor and the employee if requested by the employee.

D. Overtime

1. Definition

Overtime for the Office, Technical and Paraprofessional unit members is authorized time an employee is required by the District to work in excess of forty (40) hours in one (1) calendar week or eight (8) hours a day.

Overtime for the Operations Support Services unit members is authorized time an employee is required by the District to work in excess of forty (40) hours in one (1) calendar week or eight (8) hours a day.

Unit members in the Transportation Department who work a split shift on a workday with a starting time on or before 7:00 a.m. shall be paid overtime after 4:30 p.m.

2. Authorization

Whenever possible, prior authorization for overtime will be written and signed by the supervising manager. If the authorization is not in writing, then the overtime must be authorized by the Classified Human Resources Administrator.

Nothing herein shall be construed to prohibit the right of any employee from overtime remedies provided for under the Fair Labor Standards Act or from the use of the grievance procedure remedies of this contract to obtain the overtime benefits of this contract.

3. Payment

Overtime designated by the supervising manager shall be compensated for by pay or compensatory time as follows:

- a. Rate of time and one-half ($1\frac{1}{2}$), or
- b. Authorized work performed on Sunday or a legal holiday which falls on a work day shall be compensated at a rate of double time (2), or
- c. If a classified employee is required to work on a legal holiday which falls on a Saturday, the employee shall be paid at the overtime rate of time and one-half ($1\frac{1}{2}$), since the preceding Friday is given as the holiday. If a classified employee is required to work on a legal holiday or a paid non-work day, the employee shall be compensated at double time (2).

4. Compensatory Time

Overtime will be compensated through cash payment unless the employee requests and the supervisor agrees to compensatory time in lieu of pay.

When compensatory time is authorized in lieu of cash compensation, such time off shall be taken within twelve (12) calendar months following the month in which the overtime was worked. Scheduling of time off shall be done in the same manner as scheduling vacation.

5. Assignment of Overtime and Compensatory Time

The District will attempt to equitably distribute overtime and compensatory time on a rotational basis for those individuals in the classification who are competent to complete the work. The overtime or compensatory time will be offered to the most senior person first, and then rotated thereafter. If an individual refuses an offer, then this will count as a turn in the rotation. The least senior of such individuals cannot refuse the overtime, unless there

are extenuating circumstances. Under any circumstances, if the above process has been followed, the District has the right to assign an employee to overtime.

E. Summer Assignments

1. Postings

Prior to the start of the summer work schedule, vacant summer positions shall be posted under normal circumstances for ten (10) working days, but not less than six (6) working days, at all work locations. Summer positions which become vacant after the summer work schedule starts may be filled from the prior candidate applications without recourse to posting.

2. Summer Vacancies

Current ten (10)-month employees who possess the minimum qualifications shall be given an interview and first consideration in filling a summer job vacancy. The District shall have the right to hire the candidate that the District believes in its sole discretion to be the best suited for the position. Nothing contained herein shall be construed as creating any obligation for the District to hire internal candidates in preference to persons not currently employed by the District. This does not preclude the District from accepting placement of workers from work programs not created or funded by the District.

3. Sick Leave, Vacation, and July 4th Holiday

- a. Current ten (10)-month employees who are employed during the summer for 15 consecutive days in an existing unit classification shall accrue sick leave, vacation on a pro-rata basis.
- b. Current ten (10)-month employees who are employed during the summer for 15 consecutive days in a summer classification shall accrue sick leave and vacation on a pro-rata basis.
- c. Current ten (10)-month employees who are employed during the summer may only use the sick leave days earned during the current summer assignment for summer work absences. Sick leave accrued during the school year may not be used for summer employment absences.
- d. Current ten (10)-month employees who are working during the summer and are in a paid status the day before or the day after July 4 shall receive a pro-rata paid holiday not to exceed eight (8) hours.

4. Compensation

- a. Current employees who are employed in summer positions shall be paid on the last working day of each month.
- b. Current employees who are employed in existing unit classifications during the summer shall receive the same compensation and step placement which applies during the regular scheduled year. Current employees who fill summer positions in classifications different from the employee's regular school year assignment shall be placed on the range designated for that summer position. If the range for the summer position is higher than the employee's regular classification, the employee shall be paid at the higher rate of pay. If the range for the summer position is lower than the employee's regular classification, the employee shall be placed on the maximum step for that range.

- c. Current employees who are employed in summer classifications other than referred to in (b) above shall be paid at the established hourly rate.

ARTICLE VIII

Bargaining Unit Vacancies

A. Notice of Vacancies

1. The District shall post all vacancies for not less than six (6) days at all work locations prior to being filled. Notices shall be posted on bulletin boards or made available in customary locations at each District job site. A copy will be forwarded to the CSEA President within one day of posting.
2. An employee in rehire status due to layoff shall be notified of open positions within the district when a vacancy is posted. The District shall notify an employee on leave when a vacancy is posted, if requested.
3. Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Human Resources Office within the filing period. Employees in the classification may apply for transfer to that position by filing a "Transfer Request Form" with the Classified Human Resources Office. Employees may apply for a promotion by filing the appropriate form with the Classified Human Resources Office.
4. An external job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, the months per year assigned to the position, the salary range, the deadline for filing to fill the vacancy and the date of the posting. An internal job vacancy notice shall include all the information above with the addition of the assigned job site of the vacancy.
5. For purposes of this provision, the term "vacancy" shall not include any position filled by a short term employee as defined by Education Code Section 45103, nor shall it include any position filled by a substitute employed to replace a classified employee temporarily absent from duty.

B. Transfers

1. When a new position is created in an existing classification, or an existing position becomes vacant, the District shall post the position internally for 6 days to provide employees in the same classification an opportunity to submit a request to transfer into the position. The internal posting of the position may be concurrent with an external posting of the position. Internal postings will be placed on the PAUSD Staff Intranet (Bob).
2. Eligible employees interested in a transfer to a vacant position shall submit a completed District transfer request form to the Human Resources Administrator by the internal posting deadline.
3. The Classified Human Resources Administrator will meet with the supervisor/site administrator of the vacant position to review and consider the transfer requests. Consideration of an eligible employee's transfer request may include a review of the employee's personnel file, attendance records, employee efficiency, harmonious employee relations, input from current and previous supervisors, and/or an opportunity to talk with the supervisor/site administrator of the vacant position.
4. If more than one eligible employee submits a transfer request to a particular vacancy, the employee with the greatest seniority in the classification shall be given first consideration. In the event that two (2) or more employees have identical seniority, the employee to be given

first consideration shall be selected by lot. If the most senior employee is denied, then the next most senior employees in descending order, in the classification who requested a transfer during the filing period shall be given consideration until the vacancy is filled or all the candidates are denied.

5. Voluntary transfer of a regular employee shall be considered only when the best interest of the District will be served by such transfer. An employee whose transfer request has been denied will be given the reasons for the denial in writing, if the employee requests, within five (5) days of receiving notification of the denial.
6. Voluntary transfers shall not be permitted prior to completion of one year of serving in a classification.
7. No employee shall be involuntarily transferred without just cause or reasonable District need. The employee shall generally be given a three (3) day notice and the reasons in writing for the involuntary transfer. Involuntary transfers that result in an increase or decrease of an employee's hours or a change to the employee's classification shall be subject to negotiations.

C. Re-employment List

Employees who are on a re-employment list in the classification of the vacancy shall be offered the position after transfer requests have been processed.

D. Promotions

1. Definition: A promotion is when an employee accepts a position with a higher salary range placement.
2. Employees in the bargaining unit shall be given consideration, after applicants in B and C above and before new hires, in filling a job vacancy within the unit that can be considered a promotion.
3. A permanent employee who accepts a promotion shall serve a probationary period. An employee who, for any reason, fails to complete the probationary period shall be returned to a position in the classification, with the same number of hours and job title, from which he/she was promoted. The probationary period for promotions shall be the same length as the period of probation for initial employment.
4. If the vacant position does not require the employee to use skill levels in excess of those used by the employee in the employee's current District position, the District shall waive the requirement that the employee take a written or mechanical skills examination provided the employee's supervisor verifies in writing that the employee's skill level meets the higher position's minimum skill level requirement.

E. Bus Route Bidding

1. Drivers will be permitted to bid on routes based on seniority within the driver proficiency groups. Once bids are accepted, the driver will fulfill all the obligations of the routes which were bid.
2. A seniority list based on date of hire will be used for all bidding purposes.
3. The District will provide training opportunities for drivers who wish to be certified in additional areas of driver proficiency.
4. Before the end of the school year, the District will notify all drivers of dates when bid

packets will be distributed and when bids will be returned for the ensuing school year.

5. When a driver of a regular route is scheduled to drive on a District holiday because of out-of-district requirements of the route, and that driver does not wish to work on that holiday, the District will allow other drivers to bid on the holiday work. However, if there are no qualified bidders, the regular route driver will be required to drive on the holiday. If a driver of a regular route is required to work on the holiday, the driver may either receive holiday pay or may take the holiday which is scheduled in the other district, if such alternate holiday is available.

F. Layoff

1. Employees shall be laid off by classification in inverse order of seniority in the class. "Class" refers to each of the classifications set forth in Appendix C. Amendments to Appendix C shall be subject to negotiation. "Class" may consist of a single position.
2. Computation of Seniority shall be determined by the date of hire or initial date of service in a classification, not by the hours of employment or paid status in classification.

ARTICLE IX

Disciplinary Action

A. Definition of Disciplinary Action

Classified employees shall be subject to disciplinary action for cause only. As used herein, disciplinary action means one of the following:

1. Dismissal – Removal from the employment of the District.
2. Suspension – Temporary removal from service for a specified period of time with or without pay.
3. Involuntary Demotion – Placement in a lower classification without the employee's written consent.
4. Involuntary Reassignment – A change of assignment that may involve an assignment to a location not of the employee's choice.

B. Causes for Disciplinary Action

Disciplinary action may be taken for any of the following causes:

1. Unauthorized absence.
2. Commitment or conviction of any criminal act, whether a misdemeanor or felony. As used herein, conviction means "a plea or verdict of guilty or finding of guilt by a court in a trial without a jury or a plea."
3. Failure to adequately perform requirements of the position held.
4. Failure to comply with contractual conditions of employment.
5. Insubordination.
6. Disorderly or immoral conduct.
7. Intoxication or use of intoxicants while on the job.
8. Use of narcotics or controlled substances on the job or reporting to work while under the influence of a narcotic or controlled substance.
9. Physical and/or mental inability to perform assigned duties.
10. Neglectful or willful damage to public property or waste of public supplies or equipment.
11. Habitual tardiness.
12. Habitual absenteeism.
13. Repeated pattern of unauthorized absences connected to weekends, holidays, or break periods.
14. Absences from duties for 3 consecutive days without notification through normal reporting procedures (abandonment of position).
15. Falsifying any information submitted to the District.
16. Dishonesty.
17. Violation of any lawful regulation of the School District or reasonable order of a supervisor.

18. Inability to work with others to the detriment of the District.
19. Abandonment of position.
20. Discourteous, offensive or abusive treatment of the public, other employees or pupils.
21. Failure to maintain licenses or certificates required for the position by law, District policy or job description.
22. Misappropriation of District funds or property.

C. Disciplinary Procedures

1. Immediate Suspension or Placement on Administrative Leave

When circumstances exist in which an employee's presence could cause a real and present danger to the welfare or safety of the District, the public, students or employees, or upon being charged with a sex offense or with a narcotics offense as defined in the Education Code, the District may immediately suspend that employee without pay. At the District's discretion, an individual may be placed on administrative leave with pay, pending further investigation. Such immediate suspension or placement on leave may be ordered by the Superintendent or his/her designee.

2. Informal Pre-disciplinary Meeting

Within two (2) working days of any such suspension or any proposed disciplinary action, the District shall schedule the informal meeting, which shall be held within five (5) working days of the suspension or the preliminary decision to take disciplinary action. An employee against whom disciplinary action may be taken shall meet with the Superintendent or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action, the action to be taken, the materials, if any, upon which the action is based, and shall be given an opportunity to respond to the charges. The employee shall be told the nature of the meeting and of the right to be represented at this informal meeting by a representative of his/her choice.

3. Written Notice

Within ten (10) working days of the predisciplinary conference, an employee against whom disciplinary action is taken shall be informed of the following in writing, either in person or by certified/registered mail to last known address:

- a. **Statement of Charges.** A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made for acts and omissions which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- b. **Right to a Hearing.** The employee may request a hearing in writing, either by mail or personal delivery, within five (5) calendar days after service of the statement of charges. A card or letter shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within five (5) calendar days, the disciplinary action shall be effective on the date set forth in the written notice.

- c. Access to Material. The employee may, upon request, have copies of the material upon which the charges are based.
- d. Representation. The employee has a right to have a representative of the employee's own choice at all stages of this procedure.

4. Formal Hearing

- a. A formal hearing shall be held within a reasonable period of time, normally forty (40) days, after the filing of a request for a hearing.
- b. If the employee does not request a hearing within five (5) days following receipt of the charge, disciplinary action may be taken without a hearing.
- c. The employee may be represented at the hearing by a representative of his/her choice.
- d. Technical rules of evidence shall not apply at the hearing.
- e. For a suspension of five (5) days or less or for an involuntary reassignment, the hearing shall be delegated to the Superintendent or his designee.
- f. A hearing for a suspension of six (6) days or more, demotion, or dismissal shall be conducted by the Board of Education or by an Administrative Law Judge from the California State Office of Administrative Hearings. The employee may choose to require the hearing before the Administrative Law Judge. However, the employee cannot require the Board to hold the hearing. Either the employee or the administration may request that a record of the hearing be made. The requesting party shall bear the cost of such record.
- g. A hearing before the Board of Education shall be in Closed Session unless the employee makes a written request for a public hearing at least five (5) days prior to the hearing. The Board may deliberate in the absence of the employee and the administration.
- h. The employee shall have the right to personally appear and testify, to call witnesses and to cross-examine witnesses called by the administration.
- i. If the formal hearing is held before an Administrative Law Judge:
 - (1) The Administrative Law Judge shall submit to the Board of Education a written recommendation which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee and the employee's representative.
 - (2) Prior to making a final decision, the Board of Education shall afford the employee and the administration the opportunity to present arguments regarding the sufficiency of cause for disciplinary action.
 - (3) The Board of Education may accept, reject or modify the recommended decision. Should the Board reject or modify the recommended decision, it shall first review the findings of fact.

ARTICLE X

Evaluations

A. Probationary Period

1. The probationary period shall be twelve (12) months. Summer School assignments shall not count toward the probationary period for 10 and 11 month employees. Probationary employees shall be evaluated on the appropriate form issued by the Classified Human Resources Office at the completion of seven (7) months' service after initial employment and again at the completion of a year of service.
2. A probationary employee is employed at the will of the District and may be released by the District whether or not the employee has received an evaluation. Probationary employees are not entitled to a hearing if they are terminated; however, they are entitled to representation at a meeting where termination is discussed.

B. Permanent Employees

1. Permanent employees on salary steps B, C, D and E shall be evaluated not less than once each year during the month of their respective anniversary date. (see Article VI, Section H)
2. After the completion of a satisfactory evaluation at step E unit members will be evaluated once every two years. The individual employees who are on the off-year cycles may participate in a self-evaluation process. All evaluations are considered in approving promotions or transfers.
3. Permanent employees who change a job through promotion or lateral change within the same wage classification will be evaluated not less than once each year for a period of two years.
4. In the event that an employee on a two-year evaluation cycle receives a rating of "needs improvement" or "unsatisfactory", the employee shall be evaluated not less than once a year until he/she achieves a satisfactory evaluation.

C. Evaluation Process for All Employees

1. At the time of evaluation, the supervisor shall complete the evaluation form and then conference with the employee, not only to share the supervisor's assessment of the employee's performance but also to plan and write objectives that will help the employee during the next evaluation period. It is desirable for the objectives to be mutually agreed upon but if this cannot be done, it is the responsibility of the supervisor to write the objectives for the employee.
2. The employee shall have the right to respond to any performance evaluation in writing within ten (10) working days. Such written response shall be attached to the performance evaluation. The evaluation report shall be signed by the evaluator and the employee. The evaluator's signature certifies that he has discussed the evaluation with the employee. The employee's signature signifies receipt of the evaluation and does not necessarily indicate agreement.
3. During the month of January, each supervisor shall give to each one supervised a copy of the "Staff Assessment of Supervisor's Performance." The purpose of the assessment is to assist the supervisor in improving his/her own performance. The employee's completion of the assessment shall be voluntary. The employee shall send the completed assessment to his/her supervisor with a copy to the supervisor.

D. Notices of Unsatisfactory Service will generally be issued after preliminary oral conferencing and an initial written memo have failed to produce improvement. Notices may be issued immediately when an employee endangers safety of self and others and/or exhibits conduct unbecoming a District employee. The Notice of Unsatisfactory Service may be issued at any time. Notices of Unsatisfactory Service may be used for suspension, demotion, or dismissal.

After a notice of unsatisfactory service, or after an unsatisfactory evaluation, the supervisor will be responsible for developing a written improvement plan which will set forth the steps necessary to achieve satisfactory level of performance, including any reference to necessary training and/or assistance. The employee will be reevaluated four (4) months after the Notice of Unsatisfactory Service. When the employee reaches the level of satisfactory service, it shall be noted in writing and placed in the personnel file.

E. Notices of Commendations may be made at any time during the school year and are strongly encouraged to recognize outstanding day-to-day performance of an employee. Outstanding performances in unusually difficult and/or emergency situations need to be recognized. Notices are to be completed by the supervisor who is immediately responsible for the work of the employee.

ARTICLE XI

Leave Provisions

The benefits that are expressly provided by this section, Article XI, are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this agreement, nor are such other leave benefits subject to the grievance procedure, Article V.

A. Definition

1. Members of the immediate family, as used in provision, shall be limited to spouse, domestic partner, mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, son-in-law, son, daughter, daughter-in-law, brother, brother-in-law, sister and sister-in-law, step-parent, or step-child of the employee or any relative living in the immediate household of the employee. The immediate family shall also include any person who is a permanent member of the household who has been designated and identified as such on the annual employee emergency form. If a member of the immediate family falls outside this list, the unit member may apply for leave from the Administrator of Classified Human Resources who may grant leave with pay provided the unit member satisfies the appropriate relationship to the bereaved unit member. The provisions of this leave are not cumulative, and must be used for the attendance at memorial services and related bereavement activities.
2. A domestic partner is one of two persons who have both filed a Declaration of Domestic Partnership with the California Secretary of State and meet the definition of “domestic partner” in California Family Code Section 297.
3. For the purposes of Article XI, a “day” is equivalent to the unit member’s regularly contracted work hours per week divided by five (5). A unit member’s accrued paid leave time for personal illness leave and vacation shall be reported in hours.
4. Sick leave shall include leaves for personal illness, injury.
5. Absences for all leave provisions in Article XI shall be charged with the actual number of hours absent each day to the nearest quarter ($\frac{1}{4}$) hour.

B. Sick Leave

1. Members of the bargaining unit who are employed as a contracted employee shall accrue one (1) day of paid sick leave for each month of paid service in the unit member’s work-year classification.
 - a. Unit members working a twelve (12)-month work year shall accrue twelve (12) days paid sick leave.
 - b. Unit member working an eleven (11)-month work year shall accrue eleven (11) days of paid sick leave.
 - c. Unit members working a ten (10)-month work year shall accrue ten (10) days of paid sick leave.
 - d. Unit members working less than a full year of service in any work-year classification shall accrue paid sick leave days in proportion to the months of service.

2. One month of employment shall be credited to the employee when the employee has been in paid status on or before the 15th of the month.
3. A probationary employee shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the District.
4. Any unused sick leave days shall accumulate from year to year without limit.
5. Any sick leave absence that exceeds six consecutive (6) days shall be supported by a written statement of a licensed health care practitioner giving reasons for absence, length of disability, and date employee is able to return to duty. The Superintendent, or designee, may request a doctor's statement for absences that exceeds three days. Failure to provide the licensed health care practitioner's authorization as stated herein may be grounds for denial of paid leave or the right to return to work.
6. If the illness or injury exceeds three (3) consecutive days, the District may require a certified medical specialist to visit the employee and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent or designee. If the report concludes that the absence is not due to personal illness or injury or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or his/her designee, after notice to the employee, may refuse to grant such leave.
7. All employees are required to report absences to their supervisor or designee and to the Attendance Reporting/AESOP System as soon as the need to be absent is known. Failure to report an absence may be grounds for denial of leave with pay or other disciplinary action.

C. Extended Sick Leave

1. When a unit member exhausts all accrued paid sick leave and/or industrial accident leave, upon presentation of medical verification of inability to work, the employee shall be placed on extended sick leave for a period not to exceed one hundred (100) days per school year. An employee using extended sick leave for an absence shall be paid the employee's salary minus the amount actually paid for a substitute employee to fill the position during the extended sick leave.
2. The one hundred (100) days period shall begin on the first (1st) day of absence due to illness or injury. Vacation leave or other paid leaves shall not be deducted from the one hundred (100) days.
3. At the conclusion of the one hundred (100) days of extended sick leave, the employee will have the option to use or to be paid for all accrued vacation leave and then be placed on the thirty-nine (39) month reemployment list. The individual may be recalled from the thirty- nine month reemployment list if he/she has a medical clearance and there is a vacancy in the classification in which the individual worked prior to being placed on the reemployment list.

D. Personal Necessity Leave

1. Leave that is credited under "B" of this Article may be used, at the employee's election, for purposes of personal necessity provided that use of such personal necessity leave does not exceed seven (7) days in any school year.
2. For purposes of this provision, personal necessity shall be limited to:
 - a. Death or serious illness of a member of the employee's immediate family;
 - b. An accident involving the employee's person or property, or the person or property of the employee's immediate family;
 - c. Attending school activities of the unit member's child under Labor Code Section 230.8; or
 - d. Other activities which cannot reasonably be deferred to other than regular work hours, which are neither matters of personal convenience, recreational activities or concerted activities. Important family events whose timing is not within the control of the staff member, such as weddings, graduations, or family reunions, will not be considered matters of convenience or recreation.
3. An employee may use up to twenty (20) days of personal necessity leave for matters related to the adoption of a child. In the case of adoption of a newborn infant, an additional ten (10) days may be used. In cases where both adopting parents are district employees, a total of twenty (20) personal necessity days may be shared between the two employees. In the case of a newborn adoption, the two parents may share a total of thirty days (30) days between themselves.
4. No prior permission is required for use of seven (7) days in any school year. However, the leave under "D.2.d" above cannot be used on the day immediately preceding or following holiday or vacation without prior approval from the principal or central department supervisor. If the immediate supervisor denies the request for personal necessity leave, the employee has the right to appeal to the Human Resources administrator. Employees utilizing personal necessity leave must identify which category above applies ("a", "b", "c" or "d") and shall make every effort to comply with the District procedures regarding advance notice to enable the District to secure a substitute.

E. Bereavement Leave

1. An employee shall be entitled to a maximum of five (5) days paid leave of absence per bereavement, without loss of salary or deduction from accumulated sick leave on account of the death of any member of his/her immediate family.
2. The provisions of this leave are not cumulative, and must be used for the attendance at funeral services and related bereavement activities.

F. Critical Family Illness Leave

1. During a fiscal year, a unit member shall be allowed up to three (3) days of paid leave of absence for critical illness or serious injury to an immediate family member, without deductions from accumulated sick leave.
2. For the purpose of this leave, the use of critical illness or serious injury leave requires the hospitalization of the immediate family member.

G. Leave for Pregnancy Disability

Employees are entitled to use sick leave as set forth in Section B of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

H. New Parent Leave

Upon request, a parent of a newly-born or newly-adopted child may be granted a leave of absence without pay provided the District is able to hire a replacement on a temporary basis. This leave may commence as authorized by the Board at any time during the first year following the child's birth. This leave shall not exceed one (1) year.

I. Catastrophic Illness Benefit

The Association and District agree to establish a catastrophic leave bank as defined in this section. The purpose of the catastrophic leave bank is to provide qualified, permanent employees with continued income when absence due to non-industrial accident or non-industrial illness continues beyond all vacation, compensatory time, sick leave, personal leave, and all other paid leaves available to the employee, excluding substitute differential pay and extended leave.

1. Definitions

- a. For the purpose of this section, unit member refers to a permanent employee.
- b. "Catastrophic illness or injury" means that the unit member must have suffered an unforeseen illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the bargaining unit member's immediate family, and that incapacity requires the bargaining unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the bargaining unit member because all of his or her sick leave and other paid time off has been exhausted. Such unforeseen illnesses or injuries include, but are not limited to, stroke, kidney failure, heart attack, cancer, AIDS, or other life threatening disease, recovery from major emergency surgery, or incapacitation as a result of a severe automobile or other accident and recovery there from.
- c. "Eligible sick leave or vacation " means sick leave or vacation accrued to the donating bargaining unit member. One (1) full day of eligible sick leave or vacation shall equal one day of usable leave to the receiving party.
- d. "Immediate family members" shall be as defined for bereavement leave.

2. Eligibility

- a. Bargaining unit members are eligible to request leave from the catastrophic leave bank one year after joining the bank if all of the following requirements are met:
 - (1) Participation in the catastrophic leave bank is voluntary. Unit members who wish to join the catastrophic leave bank may do so by donating one (1) day to the bank during the open enrollment period.
 - (2) New hires will have 60 days from their date of hire to initially join the catastrophic leave bank. New hires who choose not to join during the first 60 days of employment, may join the catastrophic leave bank during the next open enrollment

period.

- (3) The bargaining unit member who is, or whose immediate family member is, suffering from a catastrophic illness or injury and is requesting leave from the bank, must provide verification of the catastrophic injury or illness as required by the District.
 - (4) The unit member requesting leave from the catastrophic leave bank must exhaust all accrued sick leave and vacation, except for differential leave, prior to receiving days from the bank.
 - (5) A unit member's use of catastrophic leave shall not exceed a cumulative maximum of sixty (60) days per unit member. Catastrophic leave shall be taken in full day increments.
 - (6) Unit members who do not join the bank when they first become eligible must wait until the next open enrollment period (during the month of October) to join.
 - (7) Unit members who discontinue participation in the bank by choosing not to contribute during a call for donations, may rejoin the catastrophic leave bank at the next open enrollment period (during the month of October), and will be eligible to receive a contribution from the bank one year after rejoining the bank.
- b. Only those unit members who donate to the bank are eligible for maximum leave from the bank. Those unit members who do not contribute will be eligible to receive no more than ten (10) days from the bank and only after differential pay has been exhausted.

3. Catastrophic Leave Bank Committee

- a. A Catastrophic Leave Bank Committee shall be established that includes three (3) unit members appointed by the Association and a District Human Resources representative. The Committee's duties are:
- (1) Receiving leave requests;
 - (2) Verifying the validity of requests;
 - (3) Approving or denying requests;
 - (4) Communicating the committee's decisions to affected unit members and the District;
 - (5) Soliciting donations of sick or vacation leave from eligible unit members as needed;
 - (6) Reviewing special circumstances of a member that prohibit him or her from donating additional days in order to continue as a member of the bank; and
- b. The committee shall designate one of its members as Chairperson.
- c. The committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.
- d. Catastrophic leave requests shall only be approved by a majority vote of the committee.

4. Procedure

- a. A bargaining unit member who wishes to receive the catastrophic illness benefit must make a request in writing to the District Human Resources Administrator. The identity of the unit member applying for catastrophic leave will remain confidential. The

request must be accompanied by a verification of the catastrophic injury or illness and the bargaining unit member's need to be absent from work.

- b. Participating unit members shall donate one (1) day of accrued sick leave or vacation to the catastrophic leave bank upon enrollment and upon a solicitation by the Catastrophic Leave Bank Committee. Donations are irrevocable and shall not be returned to unit members upon their cancellation of membership in the bank. All contributions to the Bank are voluntary.
- c. Members of the Catastrophic Leave Bank Committee may solicit an additional day or days, depending upon need, when the bank of days drops to or below fifty (50) days. The solicitation shall be made by the Catastrophic Leave Bank Committee. A unit member's membership in the Bank shall be canceled if the unit member fails to make a donation when donations are solicited. Eligibility may only be reestablished in accordance with Section 2d.
- d. A bargaining unit member who receives paid leave pursuant to this section shall use any eligible sick leave and vacation that he or she continues to accrue on a monthly basis prior to receiving additional paid leave pursuant to this catastrophic illness benefit.
- e. Leave from the bank shall be utilized on a one day to one day ratio (1:1). The recipient shall be paid at her or his regular rate of pay.
- f. The District may adopt procedures for the administration of this benefit as long as the procedures do not conflict with the specific provisions of the collective bargaining agreement. Such procedures will be submitted to the Association for review prior to implementation.

5. Miscellaneous Provisions

- a. Unused days remaining in the catastrophic leave bank shall carry over from year to year.
- b. Leave from the bank may not be used for illness or disability that qualifies a unit member for workers' compensation benefits.
- c. Catastrophic Leave Bank Committee decisions concerning eligibility and requests are subject to appeal to the committee only and are not subject to review or appeal under any other procedure. Specifically, the Catastrophic Leave Bank Committee's exercise of the rights and discretion described in this Article shall not be subject to the grievance/arbitration procedure.
- d. If the catastrophic leave bank has insufficient days to fund a leave request, the committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever.
- e. If the catastrophic leave bank is terminated for any reason, the days remaining in the catastrophic leave bank shall be returned to the then-current members of the Bank proportionately. In no event shall any unit member receive more sick leave days than she/he donated to the catastrophic leave bank.

J. Industrial Accident Leave

Employees will be entitled to industrial accident leave according to the provisions in the Education Code for personal injury which has qualified for workers compensation.

Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

The District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid from the Workers' Compensation Fund to and retained by the employee.

K. Judicial Leave

Employees shall be provided paid leave as set forth herein below for regularly called jury duty, and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the employee.

The employee, while serving jury duty, will receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury service. The employee may retain any fee paid as a travel allowance.

If the employee does not wish jury duty pay to be deducted from the paycheck, he/she must submit a check for the amount of the jury duty pay with the monthly absence report covering the time he/she was on judicial leave.

L. Subpoena Leave

If a classified employee is subpoenaed as a witness in court and is not a litigant, or appears as witness for the Board of Education without subpoena, no salary deduction shall be made for such absence. However, any amount received as a witness fee must be endorsed to the Classified Human Resources Office, if the employee requests subpoena leave.

M. Military Leaves

A classified employee who is a member of the reserve corps of the armed forces of the United States of America, the National Guard or the National Militia is entitled to temporary military leave of absence in accordance with provisions of the Military and Veterans Code and the California State Education Code. A copy of the military orders shall accompany the request for leave.

N. Other Leaves Without Pay

After twelve (12) months of service a classified employee may be granted a leave of absence without pay at the request of the employee for a period not to exceed eighteen (18) months. Leaves shall be granted only at the convenience of the District and when recommended by the Superintendent and approved by the Board of Education. Employees on leave shall not be guaranteed return to their original assignment.

Unpaid leaves shall normally be granted only for the following reasons:

1. Illness beyond paid leave time;
2. Education or training or work experience that will benefit the District;
3. Other personal reasons that do not cause inconvenience to the District.

O. Vacation Entitlement

1. Earned Vacation
 - a. Earned vacation shall not become a vested right until completion of the initial six months of employment.
 - b. Regular classified employees shall earn vacation credit as follows:

Earned Vacation Days			
Employee Work Year Classification	1-60 Months Worked	61-120 Months Worked	121+ Months Worked
10-month	10 days of pay in lieu of vacation time off	15 days of pay in lieu of vacation time off	20 days of pay in lieu of vacation time off
	1 day/month	1.5 days/month	2 days/month
11-month	11 days of pay in lieu of vacation time off	16 days of pay in lieu of vacation time off	21 days of pay in lieu of vacation time off
	1 day/month	1.45 days/month	1.9 days/month
12-month	12 days	17 days	22 days
	1 day/month	1.42 days/month	1.83 days/month

2. Members of the unit employed less than five (5) days per week, or less than a full-time working day, shall be entitled to that proportion of the entitlement of vacation days as the number of days or hours he/she is employed during the fiscal year.
3. When the members of the unit are employed for less than a full fiscal year, such employees shall be entitled to a pro-ration of vacation based on the months worked during that year.
4. Credit for vacation days is earned on a monthly basis throughout the fiscal year.
 - a. Ten (10)-month employees shall receive pay in lieu of scheduling a vacation period during the ten (10)-month work period
 - b. Eleven (11)-month employees shall receive pay in lieu of scheduling a vacation period during the eleven (11)-month work period
 - c. A twelve (12)-month employee's vacation shall be scheduled by the principal or department head and the employee at times that are convenient to the department or school. In the event of conflicts, seniority and rotation shall be considered in the scheduling of vacations
 - i. The full allotment of vacation days to be earned during the current fiscal year shall be granted on July 1 of that year to allow for vacations to be taken during July and August.
 - ii. Vacation days may be used during that current year and unused vacation days may be carried over to the following fiscal year and added to the new year's allotment.
 - iii. The maximum number of vacation days that may be carried over past August 31st of the next fiscal year is twice the annual allotment of the employee.
 - iv. Accrued vacation days in excess of the maximum number specified in Section 4.c above may be extended into the third year only upon the written approval of the Administrator of Classified Human Resources. Employees requesting extension into the third year must have specific dates as to when vacation will be used.
 - v. Vacation days in excess of the maximum carryover will be paid out if not used by August 31 or by the dates specified by the extension. In the event that previously approved scheduled vacation is canceled by management, the Administrator of Classified Human Resources may make an exception to carry over vacation to a specifically designated time during the third year.
 - vi. However, should an employee use his/her vacation allotment before it is earned, and then leave the District, the unearned amount will be deducted from the final pay warrant.
5. Upon termination, twelve (12)-month employees shall be paid for all unused earned vacation.
6. An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided that the employee gives notice and supporting data regarding the basis for such interruption or termination.

P. Miscellaneous

1. Thirty (30) days prior to the expiration of a leave of thirty (30) days or more, the employee shall give written notice to the District of the employee's intention to return to duties; otherwise, it will be assumed that the employee does not intend to return.
2. When a permanent classified employee returns to duty following an unpaid leave of absence, he/she shall be entitled to all previously accumulated sick leave benefits, but shall not be entitled to accumulation of either sick leave or vacation leave for the period of the leave. The time spent on leave shall not be considered in determining vacation entitlement or for establishing seniority.
3. While on paid leave of absence (vacation, illness or other leave), classified employees entitled to holiday pay shall be compensated for holidays that occur during their leave. Payment for such holidays shall not be charged against vacation or sick leave benefits.
4. The District shall annually, by April preferably, notify each employee of his/her accumulated sick and vacation leave.

ARTICLE XII

Safety

A. Safe Working Conditions

1. All employees shall maintain safe conditions in their work areas of responsibility.
2. All employees will report, on the District's Safety Reporting form, any practice or condition that poses a threat to the health or safety of any person associated with the district. The District's Safety Reporting form shall be submitted to the employee's immediate supervisor (and the Principal at the secondary level), with a copy submitted to the District's risk management officer. The immediate supervisor shall investigate the reported practice or condition as soon as possible and if he/she determines that the practice or condition is unsafe, he/she will take the necessary steps to correct the situation.
3. If the safety concern is not resolved at this level within twenty (20) working days, the employee may put the concern in writing and direct it to the Business Manager or designee. He/she shall respond in writing within twenty (20) working days of receipt of the concern.
4. At least twice each school year a District manager responsible for safety conditions will schedule a meeting with the CSEA Safety Representative in order to review and discuss District safety programs, procedures, and the coordination of safety efforts.
5. The District Safety Reporting form will be available online through the District web site and/or from the District's risk management officer.

B. Security Cameras

1. The District will not use video recordings to determine work performance. The primary intent of security cameras is for safety purposes and to deter criminal activity.
2. The District shall provide CSEA, at least annually, with a listing of the number and location of known security cameras in use. CSEA shall be notified in advance of any new security camera installations during monthly EERC meetings.
3. When the District has installed security cameras, signs will be posted to notify students, employees, and visitors that recordings may occur at the District.
4. No security cameras will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as bathrooms and locker rooms.
5. No security cameras shall be recording during normal business hours.
6. Security camera video recordings shall not be stored for more than 14 days. If recordings are being used in disciplinary proceedings, CSEA shall be notified in advance and shall have the right to review the recordings. Recordings may then be stored longer than the 14 day limit but not longer than the proceedings, unless required per evidentiary guidelines.
7. District security cameras shall record only video images. No audio recordings shall be made

ARTICLE XIII

Concerted Activities

It is agreed and understood that there will be no strike, work stoppage, slowdown, or picketing in furtherance thereof, refusal or failure to perform job functions and responsibilities fully and faithfully, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District Policy from any employee and/or the Association.

ARTICLE XIV

Savings Provisions

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XV

Negotiations Process

The District and CSEA agree that the negotiations process will be open to non-participating observers from the public, provided that such observers are excluded from caucuses and that they do not disrupt the negotiations process. On agreement of both parties, negotiation sessions may be closed to the public in order to facilitate interest-based discussions.

ARTICLE XVI

Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE XVII

Completion of Meet and Negotiate

Except for the reopening of negotiations set forth in "Article II, Term," during the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XVIII

No Discrimination

The District and the Association mutually agree that neither will illegally discriminate against a unit member on account of race, national origin, sex, sexual orientation, religion, age or physical handicap.

***ITEMS INCLUDED IN THE APPENDICES ARE FOR INFORMATION PURPOSES ONLY
AND ARE NOT SUBJECT TO THE GRIEVANCE PROCEDURE (Article V).***

APPENDIX A

Professional Growth Program for Classified Employees

Except in unforeseen circumstances, all professional growth work must be pre-planned at least one month prior to the starting date of the activity in order to receive professional growth points.

A. Professional Growth Objectives

1. The purpose of the Professional Growth Program is to provide a program that is designed as an incentive for employees to improve their performance and their value to the District.
2. Specific objectives of the Professional Growth Program are:
 - a. Improvement of skills and knowledge required for the employee's current position
 - b. Acquisition of new skills or knowledge to qualify the employee for a promotional position.

B. Professional Growth Options

All professional growth activities must be undertaken during the employee's own time and receive pre-approval. No activities attended during work hours will qualify for points toward a professional growth stipend.

1. Education:
 - a. College (including community college) and university coursework
 - b. District sponsored approved in-service training
 - c. Job-related courses, workshops, conferences, and seminars
 - d. Adult education classes or trade courses
 - e. Individual Professional Growth Activities
 - i. Individual or special projects focused on improving skills and knowledge associated with employee's position. This may include some work experiences outside the District.
 - ii. Correspondence and special training courses (requires special consideration by the Professional Growth Review Committee)
2. Service on District Committees
 - a. Classified staff members who serve as a classified representative on a qualifying District committee will receive professional growth units for the time served by the employee that is not release time.
 - b. The Superintendent or designee and the President of the Association shall mutually identify the qualifying District committees prior to September 30 or at the establishment of a newly formed District committee.

C. Professional Growth Units

1. 1 point for each semester unit of college credit. (Note: A quarter unit equals two-thirds of a semester unit.)
2. $\frac{1}{2}$ point for each 15 hours of adult education or trade course.
3. 1 point for each 15 hours of District sponsored, approved in-service training taken on employee's own time.
4. $\frac{1}{2}$ point for each 30 hours of individual work, up to a maximum of five points. The committee must approve individual or special projects in advance. Point value will be contingent on the completed project. Certain projects may receive special consideration.
5. $\frac{1}{2}$ point for each 15 hours of pre-approved job related workshops, conferences, seminars and departmental in-service (such hours are cumulative) attended on employee's own time.
6. 1 point for each 15 hours of non-release time service on a qualifying District Committee. This unit shall be prorated on the basis of $\frac{1}{2}$ point per 8 hours or major fraction thereof up to a maximum of 4 points toward any one increment.
7. Correspondence and special training courses will require special consideration and prior approval by the committee as to points that will be granted.

D. Professional Growth Increment

1. A professional growth increment is earned by completing eight (8) professional growth units. The first professional growth increment of \$500 may be earned but will not be granted until after completion of one year of District service. The total number of increments earnable shall not exceed a maximum amount of \$3,500.
2. Professional growth increments will be paid on August 30th for professional growth units that have been verified and completed by July 15th.
 - a. Once verified, the professional growth increments earned will be paid automatically (subject to approval of funding by the Board of Education) in each year following the primary payment.
 - b. Second and future level increments will be awarded upon completion of eight (8) additional units. An employee may earn no more than one (1) award per year.
 - c. Any qualified employee who terminates will receive a pro-rated increment for months of service within that school year.

E. Procedures

1. Pre-Planning Professional Growth Activity
 - a. At least one month prior to the starting date, except for unforeseen circumstances, all activities for credit must be submitted to Classified Human Resources on pre-planning forms approved initially by the employee's supervisor and finally by the Professional Growth Review Committee or its designated representative.
 - b. Pre-planning forms for professional growth increments may be obtained electronically from the Human Resources web page.
 - c. The Committee must have proof of completion prior to the awarding of points.
2. Requirements for Professional Growth Activity

- a. Any college or adult education course or training must pertain to the employee's job description at the time that particular course or training is taken or it must prepare the employee for a different role in the District.
- b. Orientation courses and some in-service provided by the District may be required without credit under this program.

3. Verification

- a. Grade transcripts should be submitted to the Classified Human Resources Office as verification after completion of each college level course taken.
- b. Certification should be submitted from the Adult Education office after each adult education course is completed.
- c. Service on qualifying District Committees shall be verified by attendance sheets submitted by the person designated to lead the committee.

F. Professional Growth Review Committee

1. The Professional Growth Review Committee shall be formed consisting of four (4) members.
2. CSEA shall appoint two (2) committee members from the bargaining unit. The District shall appoint one (1) committee member in addition to the District's Administrator of Classified Human Resources.
3. The Classified Human Resources Administrator shall act as the chair of the committee.
4. Appointment shall be for two years, with each term starting on July 1 and ending on June 30.
5. The Classified Human Resources Administrator will review and recommend approval or disapproval of all requests from classified employees for Professional Growth units. Requests that are denied shall be reviewed by the Professional Growth Review Committee.

APPENDIX B

Reclassification

I. GENERAL PROVISIONS

- A. This Appendix is incorporated into the collective agreement and is subject to the grievance procedure, Article V, for purposes of enforcing the procedural elements of this Appendix. The decisions and/or recommendations under this section are specifically excluded from the grievance mechanism.
- B. District Reclassification Committee shall be formed consisting of five (5) members. CSEA shall appoint two (2) committee members from the bargaining unit. The District's Administrator of Classified Human Resources shall act as the chair of the committee.
- C. Reclassification is the process of systematically analyzing the existing job description against the actual duties being performed. Job descriptions are not intended to be exhaustive lists of duties, knowledge or abilities associated with the classification, but are intended to accurately reflect the principal job elements. A reclassification study may involve either an individual employee within an existing classification or all the employees within a classification.

Upon completion of a reclassification study the Reclassification Committee will recommend one the following:

- 1. A confirmation that the duties performed are consistent with those of the job description
 - 2. A modification or updating of the existing job duties
 - 3. The creation of a new classification, with appropriate pay range to be determined through the individual reclassification process
 - 4. A change to a higher existing classification
 - 5. A notice to return to performing the duties of the existing classification
 - 6. The consolidation of the studied classification with another existing classification
 - 7. The realignment of the studied classification with other position in the job family
- D. The purpose of a reclassification study is to determine whether the duties that an employee or class of employees are performing are significantly different from those outlined in the job description. The purpose of the reclassification is NOT to achieve a Comparability Adjustment, to reward high quality work, or to address a change in the volume of work.

Note: A Comparability Adjustment is the process of comparing the compensation (salary and benefits) of a classification with the compensation for that same classification from comparable school districts. Any comparability adjustment will be made as part of the regular wage negotiations process. Comparability adjustments do not involve changes in job duties or descriptions.

II. INDIVIDUAL RECLASSIFICATION PROCEDURES

- A. If an individual permanent employee or the permanent employee's supervisor feels the duties

the employee currently performs **differ significantly** from those outlined in the current classification job description, the reclassification process is available as an avenue of review. There are two cycle dates for individual reclassification each year – January 15th and July 15th. The process is outlined below.

B. First Level

1. Employee obtains appropriate forms from the Classified Human Resources Office on which the employee clearly describes the tasks which differ from the present job classification. The employee then submits the completed form to the Classified Human Resources Office no later than January 15th for the first cycle or July 15th for the second cycle.
2. An employee may submit a request for individual reclassification no more than once within a three cycle period.
3. The Classified Human Resources Office shall submit the request to the supervisor no later than February 15th for the first cycle or August 15th for the second cycle.

C. Second Level

Upon receipt of the employee's forms, the immediate supervisor (immediate supervisor is the lowest level supervisor having immediate jurisdiction over the employee) reviews the application and provides input regarding job responsibilities. The supervisor shall complete this process and forward the request with the supervisory comments to the Classified Human Resources Office no later than April 15th for the first cycle or October 15th for the second cycle.

D. Third Level

The appropriate Superintendent's staff member will review and comment on the reclassification request.

E. Fourth Level

The reclassification request will be acted upon by the Reclassification Committee. After thorough review the Committee shall make one of the following recommendations:

1. That the duties are consistent with the current classification descriptions, therefore, the request to alter the job description should be denied;
2. That the duties are consistent with a higher classification, and therefore, the Classified Human Resources Office shall either require the employee to conform the current duties to those duties listed in the job description, or change the position to the higher classification;
3. That the duties are inconsistent with any existing job description, and therefore, the Classified Human Resources Office should either require the employee to conform the current duties to the duties listed in the job description, or create a new position with a new job description, or retain the current job description with some modification in the duties.
4. That the duties of the position are similar to another classification within the same salary range, and therefore the positions should be consolidated.

F. Fifth Level

1. The Classified Human Resources Office shall receive the recommendation and render a

final decision, which shall be forwarded in writing to the President of CSEA. If the decision is to create a new classification or if a decision impacts any mandatory subject of bargaining, the Classified Human Resources Office shall provide the CSEA President with notice of such decision in order for the parties to exercise the right to negotiate.

2. Should the Human Resources Office act on a recommendation under Section E.2. above by eliminating additional duties, then the matter shall be processed as working out of class pursuant to Article VI, Section H.6.
3. Salary movement as a result of an approved reclassification or out of class pay shall be retroactive to January 15th for the first cycle or July 15th for the second cycle.
4. It is the intent of the parties that, whenever possible, that each cycle be completed within six months.

III. GROUP RECLASSIFICATION REVIEW

(Also see Side Letter of Understanding)

- A. Before January in any year, the Association and the District will jointly determine which classifications will be reviewed.
- B. The review will begin in January of each year and will be completed by no later than April 15. The reclassification committee recommendations will be limited to those listed in the fourth level of the individual reclassification process (subsection "E").
- C. Proposed changes in a wage rate resulting from any group reclassification will be processed as part of the negotiations on a successor contract or as part of reopening of salaries. If a reclassification study recommendation otherwise impacts a mandatory subject of bargaining, the District will provide the Association with appropriate notice and opportunity to negotiate those impacts.

APPENDIX C

Classification & Ranges

The District will update Appendix C whenever the Board of Education approves new classifications or modifies the salary ranges.

Administrative, Professional, Technical	Current Range	Work Year-Months
Academic Technology Specialist	36	11
Accountant	40	12
Accounting Technician	31	12
Athletic Trainer	34	10
Attendance Accounting Technician	29	12
Behavior Analyst	53	10
Behavior Specialist	52	10
BTSA Analyst	35	12
College and Career Info Specialist	29	10
Computer Application Specialist	46	12
Computer Lab Assistant	29	10
Computer LAN Specialist	44	12
Computer Support Specialist I	36	10
Computer Support Specialist II	40	12
Credentials and Hiring Analyst	38	12
Data Processing Clerk	27	10
Data Processing Specialist	36	12
Data Processing Support/Programming	49	12
Digital Publishing Operator I	29	12
Digital Publishing Operator II	33	12
District School Social Work Specialist	57	11
Facilities Technician	39	12
Health Technician	35	10
Human Resources Technician I	27	12
Human Resources Technician II	30	12
Human Resources Technician III	34	12
IT Service Desk Technician	31	12

Lead School Social Worker	52	10
Library Systems Support Technician	36	12
Mental Health Therapist (HS)	52	10
Network Technician I	46	12
Nurse Clinician	50	10
Occupational Therapist	56	10
Outreach Specialist	22	10
Payroll/Benefits Technician	30	12
Printing and Mail Services Clerk	22	12
Publishing Technician	27	12
Residency Officer	29	12
Reproduction Technician	22	10
School Based Mental Health Therapist I	52	10
School Based Mental Health Therapist II	54	11
Science Material Resources Assistant	27	12
Science Resource Aide	21	10
Server and Storage Administrator	54	12
Special Education Data Clerk	26	12
Student Data Support Specialist	42	12
Student Data Support Specialist/Assessment	42	12
Teacher Advisor Program Specialist	34	11
Theatre Production Technician	27	12
Transition Specialist	50	11
Webmaster/Publications I	42	12
Webmaster/Publications II	49	12
Wellness Outreach Worker	39	11

Clerical and Support

Account Clerk I	23	12
Account Clerk II	26	12
Account Clerk/Secretary	26	10
Assistive Technology Assistant	25	10
Athletic Assistant	23	10

Attendance/Secretary	26	10
Budget Clerk/Secretary	26	10
Campus Supervisor/Elementary	21	10
Campus Supervisor/Secondary	22	10
Campus Supervisor/Transportation	22	10
Career & Vocational Educ Center Assistant	25	10
Data/Secretary	29	10
Dispatcher	31	12
Elementary School Clerk	22	10
Guidance Technician/Assistant	27	10
Health/Attendance Clerk	26	10
High School Employment Specialist	30	11
Instructional Aide	21	10
Instructional Aide (Special Education)	23	10
Instructional Assistant	29	10
Instructional Assistant Transportation	29	10
Instructional Materials Clerk	24	10
Job Coach	23	11
Job Developer	30	11
Lead Library Cataloging Assistant	26	12
Library Assistant I	23	10
Library Assistant II	25	10
Program Assistant (Research & Evaluation)	34	12
Program Assistant (Adv. Authentic Research)	34	11
Purchasing Technician	28	12
Registrar/Secretary	27	10
Secondary School Campus Supervisor	22	10
Student Attendant	22	10
Textbook/Audiovisual Aide	22	10
Tutorial Center Assistant	25	10
Typist Clerk II	21	10
Typist Clerk III	24	10
Volunteer Services Assistant	25	10

Secretarial

Elementary School Secretary	29	11
Secretary I	23	10
Secretary II	25	10 & 12
Secretary III	27	10
Secretary IV	31	10
Secretary to Adult School	29	12
Secretary to Assistant Superintendent	35	12
Secretary to Director	34	12
Secretary to Hospital School	29	10
Secretary for Partnership for PS	32	10

Maintenance and Operations

Bus Driver	27	10
Bus Driver/Trainer	30	12
Custodian I	25	12
Custodian II	27	12
Elementary Custodian	27	12
Head Mechanic	42	12
Landscape Person I	27	12
Landscape Person II	30	12
Landscape Person III	32	12
Light Duty Mechanic/Welder	38	12
Maintenance Person I	27	12
Maintenance Person II	34	12
Maintenance Tradesperson I	38	12
Maintenance Tradesperson II	41	12
Mechanic	38	12
Security Guard	26	12
Warehouse Attendant I	25	12
Warehouse Attendant II	28	12
Warehouse Crew Leader	34	12

Food Services

Food Services Assistant I	13	10
Food Services Assistant II	16	10
Food Services Assistant III	21	10
Food Services Lunch Ser/Recd Keeper	13	10
Food Services Van Driver	21	10

APPENDIX D

Palo Alto

Unified School District

Salary Schedule Office, Technical, Paraprofessional, & Operations Support 2018-2019

Approved May 24, 2016

Classified Hourly

Range	A	B	C	D	E
3	14.27	14.92	15.68	16.35	17.17
4	14.53	15.25	15.95	16.82	17.59
5	14.92	15.68	16.35	17.14	17.99
6	15.25	15.95	16.82	17.56	18.41
7	15.68	16.35	17.14	17.98	18.86
8	15.95	16.82	17.56	18.38	19.35
9	16.35	17.14	17.98	18.83	19.82
10	16.82	17.56	18.38	19.32	20.23
11	17.14	17.98	18.83	19.79	20.74
12	17.56	18.38	19.32	20.20	21.31
13	17.98	18.83	19.79	20.72	21.72
14	18.38	19.32	20.20	21.26	22.26
15	18.83	19.79	20.72	21.69	22.75
16	19.32	20.20	21.26	22.25	23.36
17	19.79	20.72	21.69	22.73	23.89
18	20.20	21.26	22.25	23.33	24.56
19	20.72	21.69	22.73	23.88	25.10
20	21.26	22.25	23.33	24.48	25.73
21	21.69	22.73	23.88	25.02	26.28
22	22.25	23.33	24.48	25.68	26.99
23	22.73	23.88	25.02	26.24	27.58
24	23.33	24.48	25.68	26.96	28.24
25	23.88	25.02	26.24	27.53	29.00
26	24.48	25.68	26.96	28.21	29.62
27	25.02	26.24	27.53	28.97	30.37
28	25.68	26.96	28.21	29.54	31.17
29	26.24	27.53	28.97	30.35	31.88
30	26.96	28.21	29.54	31.13	32.61
31	27.53	28.97	30.35	31.85	33.49
32	28.21	29.54	31.13	32.57	34.25
33	28.97	30.35	31.85	33.42	35.08
34	29.54	31.13	32.57	34.22	36.00
35	30.35	31.85	33.42	35.03	36.89
36	31.13	32.57	34.22	35.95	37.80
37	31.85	33.42	35.03	36.84	38.69
38	32.57	34.22	35.95	37.77	39.64
39	33.42	35.03	36.84	38.61	40.63
40	34.22	35.95	37.77	39.60	41.62
41	35.03	36.84	38.61	40.58	42.67
42	35.95	37.77	39.60	41.58	43.63
43	36.84	38.61	40.58	42.56	44.74
44	37.77	39.60	41.58	43.58	45.80
45	38.61	40.58	42.56	44.67	46.96
46	39.60	41.58	43.58	45.72	48.06
47	40.58	42.56	44.67	46.89	49.24
48	41.58	43.58	45.72	47.99	50.47
49	42.56	44.67	46.89	49.17	51.69
50	43.58	45.72	47.99	50.40	53.05
51	44.67	46.89	49.17	51.61	54.29
52	45.72	47.99	50.40	52.96	55.65
53	46.89	49.17	51.61	54.18	56.97
54	47.99	50.40	52.96	55.59	58.39
55	49.17	51.61	54.18	56.90	59.82
56	50.40	52.96	55.59	58.31	61.33
57	51.61	54.18	56.90	59.74	62.83

Classified Monthly

Range	A	B	C	D	E
3	2,481	2,596	2,727	2,843	2,990
4	2,528	2,653	2,775	2,926	3,060
5	2,596	2,727	2,843	2,983	3,130
6	2,653	2,775	2,926	3,057	3,202
7	2,727	2,843	2,983	3,129	3,282
8	2,775	2,926	3,057	3,194	3,368
9	2,843	2,983	3,129	3,274	3,449
10	2,926	3,057	3,194	3,364	3,523
11	2,983	3,129	3,274	3,444	3,613
12	3,057	3,194	3,364	3,516	3,705
13	3,129	3,274	3,444	3,608	3,779
14	3,194	3,364	3,516	3,699	3,873
15	3,274	3,444	3,608	3,776	3,962
16	3,364	3,516	3,699	3,872	4,069
17	3,444	3,608	3,776	3,956	4,159
18	3,516	3,699	3,872	4,061	4,273
19	3,608	3,776	3,956	4,157	4,367
20	3,699	3,872	4,061	4,264	4,477
21	3,776	3,956	4,157	4,355	4,570
22	3,872	4,061	4,264	4,467	4,698
23	3,956	4,157	4,355	4,563	4,799
24	4,061	4,264	4,467	4,693	4,917
25	4,157	4,355	4,563	4,794	5,046
26	4,264	4,467	4,693	4,911	5,153
27	4,355	4,563	4,794	5,041	5,290
28	4,467	4,693	4,911	5,143	5,426
29	4,563	4,794	5,041	5,284	5,546
30	4,693	4,911	5,143	5,417	5,671
31	4,794	5,041	5,284	5,539	5,827
32	4,911	5,143	5,417	5,662	5,960
33	5,041	5,284	5,539	5,815	6,103
34	5,143	5,417	5,662	5,953	6,262
35	5,284	5,539	5,815	6,095	6,419
36	5,417	5,662	5,953	6,251	6,578
37	5,539	5,815	6,095	6,408	6,731
38	5,662	5,953	6,251	6,571	6,899
39	5,815	6,095	6,408	6,719	7,067
40	5,953	6,251	6,571	6,888	7,243
41	6,095	6,408	6,719	7,060	7,423
42	6,251	6,571	6,888	7,235	7,590
43	6,408	6,719	7,060	7,410	7,785
44	6,571	6,888	7,235	7,582	7,969
45	6,719	7,060	7,410	7,773	8,168
46	6,888	7,235	7,582	7,955	8,362
47	7,060	7,410	7,773	8,158	8,569
48	7,235	7,582	7,955	8,351	8,785
49	7,410	7,773	8,158	8,557	8,992
50	7,582	7,955	8,351	8,769	9,229
51	7,773	8,158	8,557	8,980	9,447
52	7,955	8,351	8,769	9,217	9,685
53	8,158	8,557	8,980	9,431	9,912
54	8,351	8,769	9,217	9,670	10,159
55	8,557	8,980	9,431	9,900	10,410
56	8,769	9,217	9,670	10,147	10,668
57	8,980	9,431	9,900	10,394	10,929



Human Resources
25 Churchill Avenue
Palo Alto, CA 94306

Updated 3/1/2019

APPENDIX D²

Palo Alto Unified School District

OFFICE, TECHNICAL, PARAPROFESSIONAL & OPERATIONS SUPPORT

2019-2020 SALARY SCHEDULE

Effective: 1-7-19 Approved: 6-18-2019

Classified Hourly						Classified Monthly					
Range	A	B	C	D	E	Range	A	B	C	D	E
3	14.56	15.22	15.99	16.68	17.51	3	2,531	2,648	2,782	2,900	3,050
4	14.82	15.56	16.27	17.16	17.94	4	2,579	2,706	2,831	2,985	3,121
5	15.22	15.99	16.68	17.48	18.35	5	2,648	2,782	2,900	3,043	3,193
6	15.56	16.27	17.16	17.91	18.78	6	2,706	2,831	2,985	3,118	3,266
7	15.99	16.68	17.48	18.34	19.24	7	2,782	2,900	3,043	3,192	3,348
8	16.27	17.16	17.91	18.75	19.74	8	2,831	2,985	3,118	3,258	3,435
9	16.68	17.48	18.34	19.21	20.22	9	2,900	3,043	3,192	3,339	3,518
10	17.16	17.91	18.75	19.71	20.63	10	2,985	3,118	3,258	3,431	3,593
11	17.48	18.34	19.21	20.19	21.15	11	3,043	3,192	3,339	3,513	3,685
12	17.91	18.75	19.71	20.60	21.74	12	3,118	3,258	3,431	3,586	3,779
13	18.34	19.21	20.19	21.13	22.15	13	3,192	3,339	3,513	3,680	3,855
14	18.75	19.71	20.60	21.69	22.71	14	3,258	3,431	3,586	3,773	3,950
15	19.21	20.19	21.13	22.12	23.21	15	3,339	3,513	3,680	3,852	4,041
16	19.71	20.60	21.69	22.70	23.83	16	3,431	3,586	3,773	3,949	4,150
17	20.19	21.13	22.12	23.18	24.37	17	3,513	3,680	3,852	4,035	4,242
18	20.60	21.69	22.70	23.80	25.05	18	3,586	3,773	3,949	4,142	4,358
19	21.13	22.12	23.18	24.36	25.60	19	3,680	3,852	4,035	4,240	4,454
20	21.69	22.70	23.80	24.97	26.24	20	3,773	3,949	4,142	4,349	4,567
21	22.12	23.18	24.36	25.52	26.81	21	3,852	4,035	4,240	4,442	4,661
22	22.70	23.80	24.97	26.19	27.53	22	3,949	4,142	4,349	4,556	4,792
23	23.18	24.36	25.52	26.76	28.13	23	4,035	4,240	4,442	4,654	4,895
24	23.80	24.97	26.19	27.50	28.80	24	4,142	4,349	4,556	4,787	5,015
25	24.36	25.52	26.76	28.08	29.58	25	4,240	4,442	4,654	4,890	5,147
26	24.97	26.19	27.50	28.77	30.21	26	4,349	4,556	4,787	5,009	5,256
27	25.52	26.76	28.08	29.55	30.98	27	4,442	4,654	4,890	5,142	5,396
28	26.19	27.50	28.77	30.13	31.79	28	4,556	4,787	5,009	5,246	5,535
29	26.76	28.08	29.55	30.96	32.52	29	4,654	4,890	5,142	5,390	5,657
30	27.50	28.77	30.13	31.75	33.26	30	4,787	5,009	5,246	5,525	5,784
31	28.08	29.55	30.96	32.49	34.16	31	4,890	5,142	5,390	5,650	5,944
32	28.77	30.13	31.75	33.22	34.94	32	5,009	5,246	5,525	5,775	6,079
33	29.55	30.96	32.49	34.09	35.78	33	5,142	5,390	5,650	5,931	6,225
34	30.13	31.75	33.22	34.90	36.72	34	5,246	5,525	5,775	6,072	6,387
35	30.96	32.49	34.09	35.73	37.63	35	5,390	5,650	5,931	6,217	6,547
36	31.75	33.22	34.90	36.67	38.56	36	5,525	5,775	6,072	6,376	6,710
37	32.49	34.09	35.73	37.58	39.46	37	5,650	5,931	6,217	6,536	6,866
38	33.22	34.90	36.67	38.53	40.43	38	5,775	6,072	6,376	6,702	7,037
39	34.09	35.73	37.58	39.38	41.44	39	5,931	6,217	6,536	6,853	7,208
40	34.90	36.67	38.53	40.39	42.45	40	6,072	6,376	6,702	7,026	7,388
41	35.73	37.58	39.38	41.39	43.52	41	6,217	6,536	6,853	7,201	7,571
42	36.67	38.53	40.39	42.41	44.50	42	6,376	6,702	7,026	7,380	7,742
43	37.58	39.38	41.39	43.41	45.63	43	6,536	6,853	7,201	7,558	7,941
44	38.53	40.39	42.41	44.45	46.72	44	6,702	7,026	7,380	7,734	8,128
45	39.38	41.39	43.41	45.56	47.90	45	6,853	7,201	7,558	7,928	8,331
46	40.39	42.41	44.45	46.63	49.02	46	7,026	7,380	7,734	8,114	8,529
47	41.39	43.41	45.56	47.83	50.22	47	7,201	7,558	7,928	8,321	8,740
48	42.41	44.45	46.63	48.95	51.48	48	7,380	7,734	8,114	8,518	8,961
49	43.41	45.56	47.83	50.15	52.72	49	7,558	7,928	8,321	8,728	9,172
50	44.45	46.63	48.95	51.41	54.11	50	7,734	8,114	8,518	8,944	9,414
51	45.56	47.83	50.15	52.64	55.38	51	7,928	8,321	8,728	9,160	9,636
52	46.63	48.95	51.41	54.02	56.76	52	8,114	8,518	8,944	9,401	9,879
53	47.83	50.15	52.64	55.26	58.11	53	8,321	8,728	9,160	9,620	10,110
54	48.95	51.41	54.02	56.70	59.56	54	8,518	8,944	9,401	9,863	10,362
55	50.15	52.64	55.26	58.04	61.02	55	8,728	9,160	9,620	10,098	10,618
56	51.41	54.02	56.70	59.48	62.56	56	8,944	9,401	9,863	10,350	10,881
57	52.64	55.26	58.04	60.93	64.09	57	9,160	9,620	10,098	10,602	11,148

Career/Longevity Increments: After completion of the 7th year, then 10th year and every 5th year thereafter: \$175.84 monthly.

Revised 6-12-19

PALO ALTO UNIFIED SCHOOL DISTRICT

Memorandum

January 10, 2006

TO: CSEA Chapter 301

FROM: Board's Designated Representative

RE: **Side Letter of Understanding with Chapter 301 – CSEA**

1. The District will provide CSEA with notice and opportunity to negotiate as required by the EERA prior to contracting out unit work for purposes of reducing bargaining unit expenditures.
2. It is understood by the parties that nothing in this memorandum will prevent the District from continuing to contract out for services consistent with the District's past practices.
3. Further, the District will provide the CSEA with notice and opportunity to negotiate regarding the impact on mandatory subjects, if any, of any Board decision to enter into an alternative means of providing pupil transportation. In addition, after the Board has made its decision, the District will allow a CSEA representative to observe the planning meetings with other districts regarding matters of employment status.
4. The CSEA shall be responsible for nominating the classified employees who shall serve as representatives on selection committees for supervisory and management positions.

Prior to the final issuing of the RFP for management services of classified employees, the District will provide the CSEA representative with the opportunity to review and discuss the Association's concerns.

5. In the new employee packet, the Human Resources Office will include current CSEA contact information as provided by CSEA. (Revised October 17, 2006)
6. The negotiating parties, through the appointment of a joint subcommittee, will complete a study of the group reclassification process. Written recommendations will be provided to the negotiating parties by no later than May 21, 2007 in order to be considered for the successor contract negotiations.

The recommendations should address the following areas:

- Implementation of a review process
 - Length of cycles and groups in each year of the cycle
 - Identify comparison districts
 - Identify consultants and cost of services
 - Identify funding options for group reclassification costs
7. This memorandum shall expire June 30, 2008.