CONTRACT

JULY 1, 2025 - JUNE 30, 2028

BETWEEN THE

ALAMEDA UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 860

MAINTENANCE OPERATIONS FACILITIES
FOOD SERVICES

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ALAMEDA UNIFIED SCHOOL DISTRICT

2060 CHALLENGER DRIVE

ALAMEDA, CA 94501

(510) 337-7070

2026

BOARD OF EDUCATION

Ryan LaLonde	President
Heather Little	Vice-President
Jennifer Williams	Board Clerk
Carrie Hahnel	Trustee
Gary Lym	Trustee
Pasquale Scuderi	Superintendent of Schools & Secretary, Board of Education

CSEA #860 OFFICERS

Lee Odom, Sr.	President
Jason Turner	Vice President
Julissa Limatu, Labor Relations Representative	Chief Negotiator
(vacant)	Chief Job Steward
(vacant)	Job Steward, Food Service
Jhune Rosalio	Treasurer

SIGNATURES

FOR THE EMPLOYER:

Ryan LaLonde, President
Board of Education
Alameda Unified School District

March 24, 2026
Date

FOR THE ASSOCIATION:

Lee Odom, Sr., President
Alameda Chapter 860
California School Employees Association

04-16-2026
Date

NEGOTIATING TEAMS

FOR THE DISTRICT:	FOR THE ASSOCIATION:
Timothy Erwin	Lee Odom, Sr.
Humera Khalil	Julissa Limatu, LRR
Brian Addicott	Denise Langowski
James Assia	Andrew Lockwood

For information or clarification, you may call your representatives or the Human Resources Department

ARTICLE 1
RECOGNITION

1.1. The District recognizes the California School Employees Association, Chapter 860, hereafter referred to as CSEA 860, as the exclusive representative for the employees in the Classified Unit.

1.2. The Classified Unit consists of employees as stated in the listing of positions set forth in Appendices B and C of the Agreement.

1.3. This Agreement applies only to employees in the above described representation Unit.

1.4. The Unit, as recognized by the District, may be modified in accordance with a decision rendered by the Public Employment Relations Board on any contested positions, or as agreed by the parties.

1.5. The Bargaining Unit may be expanded to other classified positions by mutual agreement of the District and the California School Employees Association subject to the rules of the Public Employment Relations Board.

1.6. While the scope of representation is limited to matters set forth in Government Code Section 3543.2, the District may consult with CSEA 860 on any matter outside the scope of representation.

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ARTICLE 2
ASSOCIATION RIGHTS

2.1. CSEA 860 shall have the following rights in addition to the rights contained in any other portion of this Agreement:

2.1.1. The right of access at reasonable times to areas in which employees work for the purpose of representing Bargaining Unit members on grievances and matters related thereto.

2.1.2. The right to use, without charge, institutional bulletin boards, mailboxes, the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA 860 matters, in compliance with law.

2.1.3. The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times, for the purpose of processing grievances and matters related thereto.

2.1.4. The right to review an employee's personnel file and any other records dealing with an employee when accompanied by the employee or upon presentation of a written authorization signed by the employee.

2.1.5. The right to receive upon request, without cost, copies of any and all materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA 860 to fulfill its duties and obligations as the exclusive representative of Bargaining Unit employees covered by this Agreement. Requests for such materials shall be directed to the District Human Resources Office.

2.1.6. The right to review, at reasonable times, any material in the possession of or produced by the District which relates to wages, hours, and other terms and conditions of employment for Bargaining Unit employees. Requests for any such documents shall be directed to the District Human Resources Office.

2.1.7. The right to release time for employees who are designated by CSEA 860 to conduct appropriate labor relations business upon mutual agreement with the District Human Resources Office.

2.1.8. The right of release time for CSEA 860 chapter delegates to attend the CSEA Annual Conference, if CSEA 860 pays the cost of any substitute.

2.1.9. The right to conduct one orientation session per year during a department all staff meeting regarding this Agreement for

bargaining unit members during regular working hours, at a time previously scheduled with, and agreeable to, the Department Director.

2.1.10. The District shall annually provide CSEA 860 with a hire date/seniority list within two (2) weeks of a request.

2.1.11. The District shall annually provide to CSEA 860 a Bargaining Unit list including names, addresses and work locations, by November 1, of each fiscal year.

2.1.12. The CSEA 860 President or designee will be provided up to ten (10) hours per month release time to conduct CSEA 860 business. The president/designee will arrange/notify his or her absences with his or her supervisor. If a substitute is provided, CSEA 860 will pay 50% of the substitute rate.

2.1.13. Any member of the bargaining unit who holds a state CSEA 860 appointed or CSEA 860 state elected office shall be provided release time to conduct CSEA 860 business. The member shall arrange his or her absences with his or her supervisor in advance. CSEA 860 shall pay the cost of any substitute.

2.1.14. No more than six (6) employees shall be released from duty to participate on the CSEA 860 negotiation team.

2.1.15. All unit members shall have sufficient time and access to District computers during their shifts (excluding breaks and lunch periods) to conduct District required business. Accordingly, unit members are expected to check their District email regularly.

ARTICLE 3
ORGANIZATIONAL SECURITY

3.1 Check Off

CSEA 860 shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the Bargaining Unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, or other plans or programs jointly approved by CSEA 860 and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

3.2 Dues Deduction

3.2.1. Upon appropriate authorization from CSEA the District shall deduct, in accordance with the CSEA 860 dues schedule, dues from the wages of all employees who are members of CSEA 860 on the date of the execution of this Agreement or become members thereafter, except that unit members may pay service fees directly to CSEA. Unit member requests to cancel or change authorization for payroll deductions for CSEA shall be directed to CSEA.

3.2.2. The District shall deduct dues, in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA 860 and submit to the District a dues authorization form. CSEA certifies that it has and will maintain individual unit member authorizations for membership dues and, as such, shall not be required to submit to the District a copy of unit member's written authorization in order for these payroll deductions to be effective, unless a dispute arises about the existence or terms of the written authorization.

3.2.3. CSEA shall provide the District with notice of any fee or dues increase at a time sufficiently before the effective date of the increase to allow the District an opportunity to make the necessary changes by the next pay period. CSEA shall also provide a copy of the notification of the increase that has been sent to all affected unit members.

3.3 Indemnification

California School Employees Association shall indemnify, defend and hold the District, its Board members and employees, harmless from any and all claims made of any nature and against any lawsuits instituted against the District, its Board members and employees, arising in any way out of any actions of the District taken pursuant to its obligations under

this Article, including without limitation action taken on reliance of information provided by CSEA. California School Employees Association shall pay to the District all costs of litigation incurred by the District which arise out of the District's performance of its obligations under this Article, including all legal fees paid to any attorney of the District's choice.

ARTICLE 4
DISTRICT RIGHTS

4.1 All District rights and functions, including its power and authority to direct, manage, and control the operations of the District, shall remain vested with the District, except as expressly modified by the terms and conditions of this Agreement.

The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement and the Public Employment Relations Act.

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ARTICLE 5
HOURS AND OVERTIME

5.1 Workweek of full-time employees

The workweek of full-time employees shall consist of eight (8) hours a day or forty (40) hours per week. This Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District.

5.2 Workweek for part-time employees

The workweek of full-time employees shall be designated by the District according to District needs and set at the beginning of each school year or on the date of hire.

5.3 Length of the workday

The length of the workday (the number of hours worked in a day) shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed, regular and ascertainable minimum number of hours.

5.4 Occasional scheduling changes

Occasional scheduling changes on a day to day basis (one (1) hour or less) may be mutually agreed to by the manager and unit member, not exceeding five (5) consecutive working days. Any changes in hours or shift schedule not addressed in this article shall be a matter for meeting and negotiating between CSEA and the District.

5.5 Adjustment in Assigned Time

Additional hours may be assigned to employees working less than eight (8) hours per day when deemed necessary and appropriate by the District. Any employee who works thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period in excess of twenty (20) consecutive work days shall have his/her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis effective with the next pay period. Such additional assigned time shall not be permanent unless specifically so determined by the District.

Any and all authorized work performed by employees will be compensated. All schedules shall properly reflect the time that is necessary for any preparation work that must be performed at employee workstations.

5.6 Lunch Period

An employee working at least five (5) consecutive hours per day shall be entitled to a duty-

free unpaid lunch period after the employee has been on duty for three and three- quarter (3 ¾) hours. The length of the lunch period shall be thirty (30) minutes but no more than one (1) hour for full-time employees. Full time employees shall have their lunch break scheduled at or about the mid-point the employee's work shift.

5.7 Employee Rest Periods Shall be Provided as Follows

5.7.1. One (1) fifteen (15) minute period for employees who work at least four (4) consecutive hours per day.

5.7.2. Two (2) fifteen (15) minute periods for employees who work at least six (6) consecutive hours per day.

5.8 Work Week

The work week shall be Sunday through Saturday.

5.9 Overtime

5.9.1. Overtime is any time worked in excess of eight (8) hours in a day or the time worked in excess of forty (40) hours in a week unless mutually agreed to otherwise under section 5.16. Overtime shall be paid at the following rates:

5.9.1.1 Time and one-half for the time in excess of eight (8) hours worked in a day and/or forty (40) hours in one work week;

5.9.1.2 Double time and a half for legal holidays;

5.9.1.3 Double time for Sunday;

5.9.1.4 Time and one-half for District holidays;

5.9.1.5 Compensatory time off.

5.9.2 Overtime for Food Service employees who are called back to work for special activities shall be paid at the rate of:

5.9.2.1 Time and one-half on week nights and Saturdays:

5.9.2.2 Double time for Sunday;

5.9.2.3 Time and one-half for Holidays worked in addition to regular pay.

5.9.3 The Head Custodian shall review facilities use permits to perform both regular duties and permit-related duties. If workloads need to be adjusted to fulfill District cleaning requirements, the Head Custodian and/or Assistant Head Custodian shall request that the Director of Maintenance, Operations, and

Facilities or designee authorize overtime, additional support staff, or a modified work load.

5.9.4 An employee may choose compensatory time off in lieu of payment for overtime. Any compensatory time off shall be scheduled with mutual agreement between a bargaining unit member and the Director of MOF/designee or Director of Food Services/designee. Any compensatory time off shall be used or paid within one (1) year of accrual.

5.9.5 Essential personnel that are required to work on days in which the District is closed due to emergency shall be paid at double the regular rate of pay.

5.10 Shift Differential – Refer to Appendix L.

5.11 Equal Distribution of Overtime

Overtime shall be offered on a rotating basis at each site and/or within each trade. If no employee at the site or within the trade accepts the overtime, overtime shall be offered on a rotating basis by seniority within the classification.

5.12 Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

5.13 Call-Back Time

Any time a classified employee has completed his/her regular assignment, and has left the premises and is called back to voluntarily work on an emergency substitute or need basis, the employee shall receive a minimum of two (2) hours compensation, understanding that the employee called back shall be considered on staff for the duration of the two (2) hours being compensated and shall therefore not be eligible to receive two (2) additional hours if called again during this time, regardless of whether the employee has returned home. Conversely, a call back after the two (2) hour period would be eligible for the two (2) hour minimum compensation. A log of multiple call back hours shall be maintained by the employee and turned in as documentation for payroll purposes.

5.14 Summer Work

Summer work shall be offered to bargaining unit members working less than twelve (12) months in the following order of preference:

5.14.1 Summer work shall first be offered to bargaining unit members that worked in the classification during the regular school year at the pay applicable to that classification. In the event that two or more unit

members in the classification applies, the summer work shall be awarded to the most senior unit member.

5.14.2 In the event that no unit member currently assigned to the classification applies, the District shall then offer the summer work to other bargaining unit members. Bargaining unit members working in a different classification during the summer than they normally work during the regular school year shall receive the rate of pay applicable to that classification as paid during the regular school year. In the event that two or more unit members apply for the summer work, the District shall normally give preference to the most senior member. In the event the District awards the summer work to a member with less seniority, the member who was not awarded the work may make a written request for an explanation to Human Resources.

5.14.3 If no bargaining unit members apply, the District may then post to the outside. Bargaining unit members who work summer positions shall be entitled to receive benefits as outlined in the Education Code.

5.15 Out-of-class duties

Employees may be required to perform out-of-class duties. If an employee is required to do so for five (5) consecutive days or more, he/she shall be paid at the higher class level at the equivalent step for the entire period he/she is required to work out of class.

5.16 Alternative work week schedules

Alternative work week schedules, such as nine (9) days, eighty (80) hours, or flex schedules may be developed and implemented upon mutual agreement of the District and CSEA 860.

ARTICLE 6
TRANSFER

6.1 Definition

6.1.1. "Lateral transfer" is defined as a lateral change of position within the same job title.

6.2 Voluntary Transfers

6.2.1. All vacancies within the Bargaining Unit shall be posted at all work sites where employees in the Unit are regularly assigned for a period of ten (10) calendar days.

6.2.1.1 During that posting period, the vacancy shall not be permanently filled.

6.2.2. The posting shall state:

6.2.2.1 The site of the vacancy;

6.2.2.2 The number of hours regularly assigned;

6.2.2.3 The job classification;

6.2.2.4 The immediate supervisor.

6.2.3. Any employee going on leave during the period of posting may request a copy of the notice by contacting the Human Resources Office.

6.2.4. An employee on leave shall have the right to have his/her Job Representative file for the transfer on his/her behalf.

6.2.5. Employees who have received an overall evaluation rating of "Satisfactory" or above on their two most recent evaluations shall be eligible for lateral transfer. The most senior eligible employee requesting the lateral transfer shall be placed in the vacancy. Seniority will be determined by hire date within the class.

6.2.6. During the school year, if more hours become available for Food Service Assistant 1 positions, they shall be offered to the applicant with the most seniority.

6.2.7. An employee may transfer to a position in a classification previously held. In such a case, the employee shall be credited only with the seniority he/she accrued in the classification to which he/she is seeking to transfer

but not with the seniority attained in the classification he/she now holds, notwithstanding, 6.2.5 above.

6.2.8. If an employee successfully transfers to a new classification, within 15 calendar days that employee may choose to rescind such a transfer and return to his/her previous classification.

6.3 Involuntary Transfer

6.3.1. An involuntary transfer pursuant to this section shall not be made until there has been compliance with Section 6.2.1 through 6.2.5 of this Article.

6.3.2. When an involuntary transfer is necessary because of lack of funds or lack of work, volunteers shall be considered for transfer first.

6.3.3. If there are no volunteers, the employee with the least seniority within the classification shall be transferred.

6.4 Administrative Transfer

The reason for an administrative involuntary transfer made by the District shall be the improved efficiency of the District. Examples of situations which may warrant an administrative transfer are a personality conflict with co-workers or supervisor(s), conflict with students or community users, and special requirements of the site where the employee is assigned. An administrative transfer shall only be made if (1) there is an open position in the employee's classification subsequent to the application of Section 6.2, above, with volunteers sought through a bid meeting process and (2) the employee has previously been notified in person and in writing of the possibility of an involuntary transfer, except in the case of danger as described below.

The District may immediately transfer an employee when the employee's presence creates a clear and present danger to the life, safety, or health of any person or property at the work location.

When a transfer is made pursuant to this subdivision, the employee shall be given a written statement of the reason(s) for the transfer. Where appropriate, supporting documentation shall be available on request.

ARTICLE 7
JOB POSTINGS AND VACANCIES

7.1. Posting Period

When the District determines that a vacancy exists, the District shall notify all bargaining unit members via email at least ten (10) working days before closing the application period. In addition, the District shall post the vacancy for not less than ten (10) working days at the warehouse, central kitchen, Maintenance, Operations, and Facilities Central Office (maintenance yard), District Office, as well as all school sites while advertising the vacancy outside the District. Job postings shall include any site specific information.

7.2. Procedures

7.2.1. Any bargaining unit member, with the exception of newly hired employees still in their probationary period, may apply for a posted vacancy by filing a written application with the District Human Resources Department. Employees who apply shall be considered before outside applicants as specified below. The filing of a request for transfer or promotion is without prejudice to any unit member and shall not jeopardize any unit member's present assignment(s). Any request for transfer or promotion may be withdrawn by the unit member in writing at any time prior to official notification of approval of the request.

7.2.2. Vacancies shall be filed in the following order:

1) transfer pursuant to Article 6;

2) reemployment pursuant to Article 6;

3) qualified non-lateral transfer or internal promotion candidates and external candidates pursuant to 7.2.3 through 7.2.8 below;

"Non-lateral transfer" is defined as a change in job title but within the same salary range.

"Promotion" is defined as a movement from a lower classification to a higher classification within the bargaining unit. Newly promoted unit members shall be probationary in the new classification for six (6) months. If a unit member is not successful in the new classification he/she shall return to the classification previously held by the end of

the six-month probationary period.

7.2.3. If a vacancy is not filled via transfer or reemployment, the most qualified individual should be placed in the vacancy. All qualified current bargaining unit members who apply shall be interviewed first by the interview team, before any external candidates. The interview team shall not be provided with any applications of external candidates until after the interview(s) of current unit members are completed.

7.2.4. The "qualification" of internal candidates is determined based on the unit member's knowledge, skills, abilities, and certifications as required by the applicable job description. Internal applicants who are deemed not qualified may request, in writing, a conference with the Chief Human Resources Officer or designee regarding the reason for the determination.

7.2.4.1. Bargaining unit members seeking to fill open positons not requiring specific testing or certification but requiring specified years of experience, may satisfy this criteria by showing years of service in the classification specified in the applicable Job Description, or by years of service in a substantially similar job regardless of whether that job was held within the District.

7.2.4.2. For vacancies that require AUSD Certification/Testing, testing opportunities shall be made available at least annually to bargaining unit members desiring to become eligible for promotional opportunities requiring this type of certification. Bargaining unit members may schedule a testing opportunity by calling the Human Resources Department and requesting a testing opportunity. Any bargaining unit member may request District approval to attend any, District training for any required certifications.

7.2.4.3. For vacancies requiring other regulatory certification, unit members seeking to fill open positions requiring state, federal, or other licensing or certification may satisfy this criterial by showing successful completion of coursework and/or testing required by the regulatory agency as specified in the applicable Job

Description.

7.2.5. Outside applicant(s) shall not be interviewed and considered consistent with Article 7 unless the interview team fails to recommend any current bargaining unit member to fill the vacancy.

7.2.6. Interview teams shall be composed of at least three (3) persons, one of whom shall be the CSEA 860 President/designee and one of whom shall be the supervisor of the position to be filled or his/her designee.

7.2.7. The interview team shall determine whether to recommend one or more of the candidates based on the following criteria:

7.2.7.1. Seniority (date of hire within District);

7.2.7.2. The requirements of the position;

7.2.7.3. The applicant(s) responses to interview questions and/or tests required;

7.2.4.3. The qualifications, experience, and two most recent evaluations of the applicant(s);

7.2.4.4. The recommendations of present and previous supervisors (optional).

7.2.8. The immediate supervisor may choose a successful candidate from the person(s) recommendation by the interview team. The interview team has the option of not recommending any applicant.

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ARTICLE 8
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ARTICLE 9
EVALUATION

9.1. Purpose

The purpose of the employee evaluation process is to acknowledge and support satisfactory performance and to help each bargaining unit member perform his/her present job more effectively to the mutual benefit of the individual and the District.

Evaluations are not discipline. They serve to communicate employer expectations and provide bargaining unit members with methods through which they can achieve satisfactory job performance. Evaluations further ensure that bargaining unit members are given the opportunity to interact with their supervisors in developing better communications and high quality, more consistent performance.

The following evaluation procedures set forth herein are thus designed to ensure that:

9.1.1. A collaborative process is established;

9.1.2. Continuity exists between evaluation cycles;

9.1.3. Bargaining unit member rights are respected.

9.2. Procedures

9.2.1. The immediate supervisor is responsible for the evaluation of the classified personnel under his/her supervision. The supervisor may solicit input from other District administrators with whom the bargaining unit member has contact in an effort to verify classified personnel performance and achievements.

9.2.2. Probationary employees shall be formally evaluated at least twice during their six (6) month probationary period and more frequently if deemed advisable by the District.

9.2.3. Permanent bargaining unit members with less than five (5) years in the classification shall be formally evaluated once annually. Bargaining unit members with five (5) years of employment in the classification shall be formally evaluated every other year. Bargaining unit members may be evaluated at other times at the discretion of the District upon thirty (30) calendar days prior written notice. The evaluation of the permanent bargaining unit members, who do not receive their annual/biannual evaluation on or before June 1 of the evaluation year, shall be deemed satisfactory.

9.2.4. A bargaining unit member shall not receive an overall unsatisfactory evaluation unless there is some supporting documentation in his/her personnel file within the last year.

9.2.5. Unsatisfactory evaluations shall contain a plan of action that identifies clear and realistic steps that the bargaining unit member can take to improve his/her performance. This plan can be in the form of a few sentences on the evaluation form itself, or a detailed plan, including objectives and timelines, attached to the evaluation form.

9.2.6. A bargaining unit member who is being involuntarily or voluntarily transferred may request an evaluation. This evaluation shall be scheduled to occur with thirty (30) working days before or after the transfer.

9.3 Evaluation Conference

An Annual Evaluation Conference shall be scheduled by the evaluator by providing the bargaining unit member with ten (10) calendar days notice. Bargaining unit members failing to attend their scheduled conference will have another conference scheduled within five (5) calendar days of the first appointment. If a bargaining unit member fails to attend both scheduled conferences, the District shall have the right to unilaterally place the unit member's evaluation form in his/her personnel file upon providing ten (10) calendar days' prior written notice, which notice shall include a copy of the evaluation form and notification to the unit member of his/her right to prepare a written response.

9.4 Evaluation Forms

9.4.1. All formal evaluations shall be filed in the unit member's personnel file in the District Human Resources Office, and are available for the unit member’s inspection by appointment;

9.4.2. No evaluation of any bargaining unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator(s) except as specifically provided herein;

9.4.3. No evaluation shall be based solely upon hearsay statements;

9.4.4. The bargaining unit member shall have the right to review and respond to any evaluation;

9.4.5. The evaluation form is Appendix E to this Agreement.

ARTICLE 10
PROCEDURES FOR GRIEVANCE

10.1 Purpose

To provide an orderly procedure for reviewing and resolving grievances promptly.

10.2 Definitions

10.2.1. Grievance: A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific Article, section, or provision of this Agreement.

10.2.1.1. A "grievance," as defined in this Agreement, shall be brought only through this procedure.

10.2.2. Grievant: Any member of the Bargaining Unit covered by the terms of this Agreement or the Union where the grievance is a class action and the Union President or a Unit member belonging to the affected class signs the grievance, or where the Union is the adversely affected party.

10.2.3. Day: A day, for purposes of the Article, is any day on which the Central Administrative Office of the District is regularly open for business.

10.2.4. Immediate Supervisor: The first District-designated supervisor not within the same Bargaining Unit who has immediate jurisdiction over the grievant.

10.3 Time Limits

10.3.1. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.

10.3.2. District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

10.3.3. Time is of the essence in all processing of grievances.

10.3.4. Time limits may be waived by mutual written consent of the parties.

10.3.5. A grievance may be filed at a level other than the First Level where appropriate.

10.4 Other Provisions

10.4.1. Member Legal Rights: Nothing contained herein shall deny an employee his/her legal rights under state or federal constitutions and laws.

10.4.2. The grievant may be represented by a designee of CSEA 860 at any step of this Grievance Procedure.

10.5 Procedural Step

10.5.1. Level I – Informal Conference

Within twenty (20) days of the time an employee or CSEA 860 knew or should have known of the occurrence of an alleged grievance, the employee or CSEA 860 shall orally discuss with the immediate supervisor, or designee, the alleged grievance. The Supervisor, or designee, shall orally respond within five (5) days.

10.5.2. Level II – Formal Level

10.5.2.1 In the event the grievant is not satisfied with the decision at the informal conference, the decision may be appealed, in writing, to the immediate supervisor or designee, (for members located at the District Offices, the appropriate District officer/designee), within seven (7) days;

10.5.2.2 The writing shall be on the Grievance Form (Appendix G). The form shall include the following:

10.5.2.2.1. Employee name and school site or location in the District department;

10.5.2.2.2. Date of alleged grievance, date of informal conference, and the name of immediate supervisor/designee, date of oral response;

10.5.2.2.3. Date of filing of the formal grievance;

10.5.2.2.4. The specific Articles and Sections alleged to have been violated;

10.5.2.2.5. Employee's statement of the alleged

violation and grievance – the factual contention, what occurred – providing full facts necessary to support the allegation;

10.5.2.2.6. A statement of the full relief, remedy, action, required to resolve the alleged grievance.

10.5.2.2.7. The immediate supervisor, or designee, shall respond, in writing, within ten (10) days of receipt of the appeal.

10.5.3. Level III – Superintendent

10.5.3.1. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed, in writing, to the Superintendent, or designee, within ten (10) days;

10.5.3.2. The Superintendent or designee (appropriate District Officer) shall communicate the decision, in writing, to the grievant within ten (10) days of receipt of the appeal.

10.5.4. Level IV – Mediation

10.5.4.1. In the event the grievant is not satisfied with the decision at Level III, the grievant may submit the matter to mediation, within ten (10) days;

10.5.4.2. Mediation may be waived by mutual consent of the grievant and the District.

10.5.5. Level V – Arbitration

10.5.5.1. A CSEA 860 representative may submit the grievance to final and binding arbitration if the grievant is not satisfied with the disposition of the grievance at Level IV. Arbitration must be approved by the Field Director as outlined in CSEA 860 policy before proceeding;

10.5.5.2. Submission of any grievance to arbitration by CSEA 860 must be made within fifteen (15) days after service of the decision, in writing, of the Superintendent or his/her designee. That demand shall identify each aspect of the

Superintendent or designee's decision with which the grievant disagrees. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within fifteen (15) days of CSEA 860's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Conciliation Service with a request that a list of arbitrators be submitted;

10.5.5.3. The arbitrator shall have no power to add to, delete, or amend the terms of this Agreement;

10.5.5.4. The cost of the arbitrator shall be shared equally by the parties;

10.5.5.5. The District agrees that employees shall not suffer loss of compensation from District employment for time spent as a grievant, representative, or witness at a hearing held pursuant to this procedure;

10.5.5.6. At the request of either party, a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate record;

10.5.5.7. The decisions made by the arbitrator shall be binding.

10.5.6. Notice to CSEA/Chapter

If an employee is not represented by CSEA 860 or its representative, the District shall not agree to a resolution of the grievance until CSEA 860 has received a copy of the grievance and the proposed resolution and been given ten (10) days in which to file a response.

10.5.7. Rights of Unit Members to Representation

10.5.7.1. No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any member of CSEA 860, or any other participant in the Grievance Procedure by reason of such lawful participation.

10.5.7.2. An employee may be represented at all stages of the Grievance Procedure by himself/herself, or, at his/her

option, by a representative selected by CSEA.

10.5.8. Miscellaneous

10.5.8.1. If a grievance arises from action or inaction on the part of a member of the Administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent or designee directly and the processing of such grievance will be commenced at Level II. Time limits for appeal in each level shall begin the day following receipt of the written decision by the parties in interest.

10.5.8.2. A reasonable number of representatives of the exclusive representative shall have the right to receive reasonable periods of release time without loss of compensation for the processing of grievances.

10.5.8.3. All documents, communications and records originating with the grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

10.5.8.4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the District and CSEA 860. The cost of printing such forms shall be borne by the District.

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ARTICLE 11
PAY AND ALLOWANCE

For the duration of this contract, the District agrees to provide an overall percentage rate increase equal to the greatest overall percentage rate raise, bonus, or any other form of monetary compensation, with the exception of the job studies or reclassifications, granted to any recognized collective bargaining unit within the Alameda Unified School District. In addition, either party may reopen this article once during the term of the Agreement in accordance with Article 23.

11.1 Salary

2025 – 2026
Effective July 1, 2025, all unit members shall receive a three percent (3%) on schedule salary increase.

Effective January 1, 2026, all unit members shall receive a one percent (1%) on schedule salary increase.

For the 2025-2026 school year, all unit members shall each receive a one-time, off schedule payment of $1058 that is equivalent to two percent (2%) to the entire unit.

2026-2027
Effective July 1, 2026, all unit members shall receive a three percent (3%) on schedule salary increase.

2027 – 2028
Effective July 1, 2027, all unit members shall receive a three percent (3%) on schedule salary increase.

If the funded COLA in the Enacted Budget for 2027-2028 is greater than three percent (3%), but less than four percent (4%), unit members shall receive an additional on schedule salary increase equal to that additional amount (i.e., if the funded COLA in the Enacted Budget is 3.25%, unit members shall receive an additional 0.25% increase).

If the funded COLA in the Enacted Budget for 2027-2028 is greater than four percent (4%), the parties agree to reopen salary only for the 2027-2028 school year.

11.2 Paychecks

All regular paychecks for bargaining unit members shall be itemized to include deductions. Unit members shall be advised annually of their accumulated sick leave, vacation, and compensatory time.

11.3 Twelve (12) month employees

All twelve (12) month employees shall be paid in twelve (12) equal installments, one (1) per month, payable on the last working day of the month. Unit members working less than twelve (12) months per year shall be paid in twelve (12) monthly installments, to be paid on the last working day of the month.

11.4 Verified payroll error

Any verified payroll error resulting in an insufficient payment for a bargaining unit member shall be corrected and a supplemental check issued not later than five (5) working days after the unit member provides notice to the Payroll Department of the insufficient payment.

11.5 Member receiving a promotion

A unit member receiving a promotion shall be moved to the appropriate step and range in the new class to ensure not less than a sixty dollar ($60) increase computed on an eight (8) hour basis as a result of that promotion except that an employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

11.6 Use of vehicle on district business

Any unit member required to use his/her vehicle on District business shall be reimbursed at the current District rate for all miles driven on behalf of the District. This amount shall be payable on a separate warrant drawn against District funds after approval by the Governing Board. Unit members shall not be required to use their personal vehicles to transport students. The applicable District rate shall be the IRS rate per mile.

11.7 Meals away from the District

A unit member, who, as a result of a work assignment, must have meals away from the District, shall be reimbursed for the full cost of the meal up to the District established per diem rate upon submission of the claim.

11.8 Lodged away from home overnight

Any bargaining unit member, who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the full cost of such lodging. Where possible, the District shall provide advance funds to the unit member for such lodging. If advanced funds are not available or do not cover the full cost of required lodging, the District shall reimburse the unit member for out-of-pocket lodging expenses as soon as possible.

11.9 Long service employees

The District agrees to additionally compensate long-service employees in accordance with the following:

11.9.1 Employees who have completed six (6) years of continuous service shall be granted a three (3) percent longevity increment commencing with the seventh (7^{th}) year. Years of service shall be anniversary years based upon the date of employment.

11.9.2 Employees who have completed twelve (12) years of continuous service shall be granted an additional three (3) percent longevity increment commencing with the thirteenth (13^{th}) year. Years of service shall be anniversary years based upon the date of employment.

11.9.3 Employees who have completed seventeen (17) years of continuous service shall be granted an additional three (3) percent longevity increment commencing with the eighteen (18^{th}) year. Years of service shall be anniversary years based upon the date of employment.

11.9.4 Employees who have completed twenty-two (22) years of continuous service shall be granted an additional three (3) percent longevity increment commencing with the twenty-third (23^{rd}) year. Years of service shall be anniversary years based upon the date of employment.

11.9.5 Employees who have completed twenty-seven (27) years of continuous service shall be granted an additional three (3) percent longevity increment commencing with the twenty-eighth (28^{th}) year. Years of service shall be anniversary years based upon the date of employment.

11.9.6 Employees who have completed thirty-two (32) or more years of continuous service shall be granted an additional three (3) percent longevity increment commencing with the thirty-third (33^{rd}) year. Years of service shall be anniversary years based upon the date of employment.

(N.B. Effective April 2026 moving forward the new longevity years will be applied to affected unit members pay.

For unit members whose longevity years changed between July 1, 2025, and March 31, 2026 retro pay will be paid based on the salary schedule in effect at your anniversary and will appear no later than a member's July 2026 pay warrant.)

11.10 Payroll worksheet

A payroll worksheet shall be provided for each unit member within thirty (30) days whenever there is a change in that unit member's classification, rate of pay, or work week. Unit members who work less than a twelve (12) month work year shall be provided with a payroll worksheet not later than October 31 of each work year, detailing salary, holidays, and benefits for that work year.

11.11 Step A of the Salary Schedule

Newly hired unit members will be initially placed at Step A of the Salary Schedule except when the District determines that a higher initial step placement is warranted. Step increases will be applied annually.

11.12 Section 125 Plan

Unit members may elect to participate in an approved Section 125 Plan, as established by the District and CSEA 860.

11.13 Wellness Incentive

11.13.1 To be eligible for the wellness days a unit member must have used four (4) or fewer sick leave days in the preceding school year (July 1 – June 30).

11.13.2 Food Service unit members shall be awarded two (2) wellness days in the year subsequent to the year establishing eligibility.

All other eligible unit members shall be awarded three (3) wellness days in the year subsequent to the year establishing eligibility. These are days of leave with pay.

11.13.3 For Food Service unit members these wellness hours can be taken on any work day with a minimum of two (2) prior work days' notice and the mutual agreement of the unit member and their immediate supervisor(s).

All other unit members may take their three (3) wellness days on any nonstudent day with a minimum of two (2) prior workdays notice and the mutual agreement of his/her immediate supervisor(s).

Wellness days must be taken in the year awarded and shall not carry over in the next year. Wellness days may be taken effective July 1, 1996.

11.14 Stipends for State License

11.14.01 Unit members who possess a license issued by the California Contractors State License Board (CSLB) shall receive an hourly stipend.

11.14.02 Unit members who possess a Class A or B license as defined by the CSLB shall receive an hourly stipend of $1.50 per hour.

11.14.03 Unit members who possess a Class C (C 61/D Sub-Categories) license as defined by the CSLB shall receive an hourly stipend of $0.75 per hour.

11.14.04 Unit members who possess multiple licenses shall only be paid for one

license at the higher rate.

11.14.05 To qualify current unit members must provide Human Resources with their state issued contractor's license number no later than August 15th, each year. For license information submitted after August 15th, shall be applicable in the following year. Only those unit members with an active, inactive, or expired license will qualify.

11.14.06 For the 2021 – 2022 school year unit members will have six (6) weeks following the ratification by both parties of the Successor Agreement to provide Human Resources with their state issued contractor's license number. In order to be eligible for the stipend to be retro to July 1, 2021 the license will need to have been active, inactive, or expired status as of July 1, 2021.

11.15 Mandated/Annual Training Stipends

Starting in 2026 – 2027 all unit will receive a one-time bonus of $230, for the completion of the annual mandated trainings. Unit members will have until October 31 of each year to complete these training courses.

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ARTICLE 12
HEALTH AND WELFARE - BENEFITS ADMINISTRATION

The District will make available medical, vision, and dental insurance programs and will contribute toward premiums for these insurance programs as described in this Article.

12.1 Medical Premiums

Medical benefits will be provided by participation in the CalPERS Health Benefits Program, the Public Employees' Medical and Hospital Care Act (PEMHCA). Unit members may choose any one of the plans offered by CalPERS, and must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and PEMHCA. The District shall make contributions toward CalPERS medical premiums for the unit members as described below.

In the event the District ceases participation in the CalPERS Health Benefits Program for any reason, the District will contribute toward premiums in an alternative health benefits program at an amount equivalent to the Basic and Supplemental Benefits contributions set forth below.

12.1.1. District Base Contribution for Medical Premiums

As required by California Government Code Section 22892, the District will contribute $122 per month per eligible full-time unit member for an approved CalPERS health plan option. The District shall increase this Basic contribution to the minimum amount required by Govt. Code section 22892.

The amount required by Government Code Section 22892 shall be the District's Basic employee only medical benefits contribution. This basic contribution is required only to the extent that it is mandated by law and only as long as the District participates in the PEMHCA plan.

12.1.2. District Supplemental Benefits Contribution for Medical Premiums

The District agrees to contribute monthly towards benefits for unit members and their domestic partners and dependents to the amount of the medical cap.

Effective January 1, 2026, the cap shall be set at $1,168.86 per month for all tiers of coverage.

Effective July 1, 2026, the cap for Employee +1 Dependent and Employee Family (2+) shall be set at $1,700 per month.

Effective January 1, 2027, the cap for Employee Only shall be set at $1500 per month.

Effective January 1, 2028, the cap for Employee +1 Dependent and Employee Family (2+) shall be set at $1,800 per month.

Any costs which exceed the above contribution amounts, including those caused by increases in medical plan rates, shall be covered by a deduction from the unit member's salary. The Supplemental Benefits Contribution shall be paid through an Internal Revenue Code (IRC) section 125 plan.

12.2 Dental and Vision Benefit Allowance

The District will pay a benefit allowance to all active full-time employees equal to the cost of the combined total of the Delta Dental family premium and the Vision Services composite rate premium. The District will maintain the benefit specifications that exist as of January 2012. Dental and vision benefit allowances will be paid through an IRC section 125 plan.

12.3 Part-Time Unit Members

12.3.1 Option 1

The District's medical, dental, and vision premium contributions for part-time unit members shall be prorated based on the ratio of the time employed compared to a full-time (defined as 8 hours per day) unit member in the same job classification.

12.3.2 Option 2

As an alternative to Option 1, a part-time unit member may elect to receive a prorated amount based upon the total of District contributions to employee only coverage for medical, dental and vision premiums as set forth in sections 12.1.2.1. and 12.2., respectively. A part-time employee making such election shall allocate this amount to any medical, dental or vision coverage selected by the unit member.

12.4 Compensation in Lieu of Medical Benefits

Those full-time unit members who can provide evidence of other health care coverage may elect to decline coverage by the District and receive $305.00 per month in cash compensation in lieu of medical benefits.

This benefit shall be prorated based on FTE.
Examples for less than full time:

2 hours	$76.25
4 hours	$152.50
6 hours	$228.75

This benefit may be used for any purpose and will be taxable to the employee. Once health benefits are declined, no change may be made during the benefit year unless authorized under CalPERS approved exceptions to open enrollment period elections.

Any employee who declines coverage must renew that declination each year during the enrollment period (from the opening of the enrollment period through December 31st) and provide proof of continuing health coverage.

12.5 Domestic Partners

Domestic partners will be covered by the District's medical, dental, and vision plans to the extent that the District's carriers provide such coverage. The District will provide health benefits for qualified domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to dependents of unit members under this Agreement.

This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed pursuant to the above Family Code Section or with any local agency registering domestic partnerships.

The District shall be indemnified by the unit member against any legal action pursued by another party under any community property, contract, or family laws.

12.6 Purchase Option for Separate Unit Members

Upon separation from the District, a unit member may continue health and welfare coverage at his/her own cost in accordance with state and federal law and the applicable rules of the benefits provider(s).

12.7 Health and Welfare Benefit Contributions for 10 Month Employees

District contributions towards the cost of health and welfare benefits for unit members working less than twelve (12) months per year shall be made each month for twelve (12) months.

12.8 Benefits for Retirees

12.8.1 Eligibility & Participation Level

12.8.1.1 Eligible unit members, full time or part time, must be at least fifty (50) years of age and must have been continuously employed by the District for at least fifteen (15) years at the date of retirement from the District. Retirees are not eligible for cash compensation in lieu of medical benefits.

12.8.1.2 To the extent allowed by the benefits plan providers, eligible retired unit members shall be entitled to a monthly District contribution towards medical benefits in the amount of $370.00 based on the unit member's percentage of full-time employment at the date of his/her retirement.

12.8.1.3 Eligible unit members who retire between July 1, 2023, and December 31, 2024, and thereafter, shall be entitled to a monthly District contribution towards medical benefits as follows:

12.8.1.3.1. From July 1, 2023, through December 31. 2024, the monthly District contribution shall be capped at $370.00.

12.8.1.3.2. Effective January 1, 2025, the monthly District contribution shall be capped at $1,021.41.

12.8.1.4 To be eligible for retiree medical benefit contributions under this Article, the unit member must have been in paid status in the District or on approved leave at the time of retirement and comply with all applicable rules and requirements for eligibility and participation in retiree medical benefits through CalPERS, including, but not limited to the requirement that the unit member retires under CalPERS, and that the unit member must have been enrolled in a CalPERS health plan as an active employee at the time of retirement.

12.8.2 Contribution Amounts

The District shall provide eligible retiring unit members medical benefits

premium contributions as follows:

12.8.2.1. The District Basic Contribution required by Article 12.1.1. and Government Code Section 22892.

12.8.2.2. In addition to the District Basic Contribution, the District shall provide an amount for unit members coverage that, when added to the District Basic Contribution required by Article 12.1.1., will not exceed the amount set forth in Article 12.1.2., the Supplemental Contribution for the employee only medical plan.

12.8.2.3. The retiree may subscribe to additional benefits available under District plans at his/her own expense.

12.8.3 Eligibility Period

12.8.3.1. Eligible unit member shall have District-contributions to medical benefits for any five (5) year period of time after age fifty (50) except as set forth below.

12.8.3.2. The payment of the premiums (if any) required under the above provisions will continue until the retired unit member is eligible for Medicare. When the retired unit member is eligible for Medicare, the unit member-retiree shall convert to a Medicare supplemental plan so long as the overall coverage for the retired employee is not less than would be received under the provisions of 12.8.2. above and the District cost is the same or less than that required by 12.8.2.

12.8.4. This Section 12.8 does not establish a vested right to retiree benefits contributions. All contributions required by Section 12.8 are subject to change pursuant to the Educational Employment Relations Act (Government Code Sections 3540, et. seq.).

12.9 Health and Welfare Benefits Committee

If the District is considering a change in health benefit plans, it will notify and meet with CSEA 860 representatives regarding any proposed changes. CSEA 860 shall appoint representatives to a District-wide committee to study cost-containment benefits.

12.10 Section 125 Plan

Unit members may elect to participate in an approved Section 125 Plan as established by

the District.

12.11 Reopen

The parties agree that if any other bargaining unit secures language which entitles its retirees to cash in lieu of health benefits, CSEA 860 may reopen this Article.

ARTICLE 13
RECLASSIFICATION

13.1. Reclassification means the upgrading of a position to a higher classification as a result of a gradual increase of the duties assigned to the position by the District during the incumbent's tenure.

13.1.1. When a unit member has reason to believe that duties and responsibilities are being performed outside of the employee's job description to justify a reclassification, the employee shall submit that evidence in writing to the Chief Human Resource Officer through his/her immediate supervisor.

13.1.2. Upon receipt of a request, the Chief Human Resource Officer shall conduct a desk audit on the position seeking to be reclassified.

13.1.3. The Chief Human Resource Officer shall meet with the unit member to review the desk audit and to clarify any questions regarding the request.

13.1.4. The Chief Human Resource Officer shall make an appropriate recommendation to the Superintendent.

13.1.5. The Chief Human Resource Officer shall put into writing the decision made by the Superintendent.

13.1.6. If the request is denied, the unit member may request a meeting to discuss the decision and reason for denial.

Written request for reclassification will be accepted annually beginning November 1, however, all request shall be submitted to the District Human Resources Department no later than December 31. The review process shall be completed and a written decision submitted to the unit member and CSEA 860 no later than March 1.

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ARTICLE 14
HOLIDAYS

14.1 Legal Holidays

Each Unit member shall receive the following nine (9) Legal holidays if they fall within his/her work year:

Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day
New Year's Day

Martin Luther King Day
President's Day
Memorial Day

14.2 District Holidays

Each unit member shall receive the following six and one-half (6 ½) District Holidays if they fall within his/her work year:

Admissions Day
The Friday after Thanksgiving Day

Christmas Eve
New Year's Eve*
One additional half-day during Winter Vacation
Lincoln Day
Friday before or Friday of Spring Recess, as negotiated**
Juneteenth

* Should be scheduled on working days prior to Christmas and New Year's Day

** For each school year, the District and Union shall negotiate the placement of this holiday at the Child Development Center

14.3 In Lieu Day Observed

When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

14.4 Additional Holidays

14.4.1. Every day declared by the President or the Governor of this State, as provided in subdivisions (b) and (c) of Section 37222, for public fast, Thanksgiving, or a holiday, or any day declared a holiday under Sections 1318 or 37222 for classified or certificated employees, shall be a paid holiday for all employees in the bargaining unit.

14.4.2. Unit members assigned to the Child Development Center shall be granted, upon request, a half-day (1/2) of vacation on the day before Christmas Eve.

14.5 Holiday Eligibility

14.5.1. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

14.5.2. Employees in the Bargaining Unit, who are normally assigned to duty during the school holidays of the Winter Recess or the Spring Recess one-half (1/2) day, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.

14.6 Holiday Pay

When a classified employee is required to work on any of the holidays identified in the Agreement, he or she shall be paid compensation, or given compensatory time off, for such work in addition to the regular pay received for the holiday, at the rate of time and one-half (1 ½) of the employee's regular rate of pay (Education Code § 45204).

ARTICLE 15
VACATION

15.1 Eligibility

All bargaining unit members shall earn paid vacation time consistent with this Article. Vacation benefits are earned on a fiscal year basis, July 1 – June 30.

15.2 Paid Vacation

Each bargaining unit member shall accrue vacation leave with full pay as provided herein. Each bargaining unit member may carry over a maximum of three hundred and twenty (320) hours vacation leave from one (1) fiscal year to the next, provided however, that they use enough vacation leave during the same year to bring the accrual total to the three hundred twenty (320) hour maximum. Vacation accrual in excess of three hundred and twenty (320) hours will be paid at the commencement of the new fiscal year. Bargaining unit members are encouraged to schedule and use their vacation in the fiscal year during which it is accrued.

15.3 Vacation Accumulation Rate

Each permanent classified bargaining unit member will earn, during each fiscal year, vacation according to the following schedule. Vacation accruals are prorated for bargaining unit members working less than twelve (12) months.

1 to 3 years of service: Bargaining unit members shall earn annual leave at the rate of ten (10) days per year during their first three (3) years of service.

4 to 8 years of service: Commencing with the fourth (4th) year of continuous employment, unit members shall earn leave at the rate of fifteen (15) days per year.

9 to 14 years of service: Commencing with the ninth (9th) year of continuous employment, unit members shall earn leave at the rate of twenty (20) days per year.

15 years of service: Commencing with the fifteenth (15th) year of continuous employment, unit members shall earn leave at the rate of twenty-one (21) days per year.

17 years of service: Commencing with the seventeenth (17th) year of continuous employment, unit members shall earn leave at the rate of twenty-two (22) days per year.

19 years of service: Commencing with the nineteenth (19^{th}) year of continuous employment, unit members shall earn leave at the rate of twenty-three (23) days per year.

20 years of service: Commencing with the twentieth (20^{th}) year of continuous employment, unit members shall earn leave at the rate of twenty-four (24) days per year.

21 years of service: Commencing with the twenty-first (21st) year of continuous employment, unit members shall earn leave at the rate of twenty-five (25) days per year.

22 or more years of service: Commencing with the twenty-second year of continuous employment, unit members shall earn one (1) additional day of leave per year up to a maximum of thirty (30) days per year.

15.4 Vacation Day

Pay for vacation days for all bargaining unit members shall be the same as that which the employee would have received had s/he been in a working status.

15.5 Vacation Pay Upon Termination

When a bargaining unit member is terminated for any reason, s/he shall be entitled to all pay earned and accumulated up to and including the effective date of the termination, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

15.6 Vacation Postponement

If a bargaining unit member's vacation becomes due during a period when s/he is on leave due to illness or injury, s/he may request that his/her vacation date be changed, and the District shall grant such request in accordance with the vacation schedule available at that time. If this is not possible, the District shall carry over his/her vacation to the following year, or pay the employee compensation for all vacation earned and accumulated during the fiscal year.

15.7 Holidays

When a holiday falls during the scheduled vacation of any bargaining unit member, such unit member shall be granted an additional days' vacation with pay for each holiday falling within that period.

15.8 Vacation Scheduling

Vacations shall be scheduled at times requested by bargaining unit members so far as possible within the District's work requirements. Unit members shall submit initial vacation requests a date set by the District at the start of each fiscal year. With respect to initial vacation requests, if there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the senior unit member by date of hire shall be granted the vacation. For vacation requests made after the submission of initial vacation requests, vacations shall be granted on a first-come, first-served basis. Final determination of vacation schedules shall be made by the Director or Supervisor and shall not be arbitrary or capricious.

15.8.1. Unit members desiring to take vacation leave of one (1) to five (5) days not listed on their initial vacation requests shall obtain approval from the Director or Supervisor at least three (3) working days in advance unless emergency situations arise which make such prior approval impossible. In the event that vacation is requested with less than three (3) days notice, approval shall be at the Director or Supervisor's discretion. Requests for vacation of more than five (5) days not listed on initial vacation requests shall be submitted as soon as possible, but in no case less than thirty (30) days in advance so that workloads may be balanced. The Director or Supervisor shall grant or deny the vacation request not less than twenty-one (21) days prior to the proposed vacation date.

15.8.2. A bargaining unit member who has requested vacation four (4) months in advance and can demonstrate financial commitment to the vacation shall be granted seniority over employees applying under Section 15 above.

15.8.3. Custodial requests for vacation shall be granted for up to fifty percent (50%) of a work force at a site, other classifications up to fifty percent (50%) of the classification. Where the classification has one or two members, vacation shall be contingent on appropriate coverage. The District shall make a reasonable effort to obtain coverage. The above requests are subject to the notice provisions above.

15.8.4. Normally, vacation shall not be approved for the two (2) weeks prior to the beginning of the traditional school year.

15.9 Interruption of Vacation

A bargaining unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies notice and supporting information which establishes good cause for such interruption or termination.

15.10 Paid Vacation for Bargaining Unit Members Working Less Than Twelve (12) Months

Unit members working less than twelve (12) months per year shall not take vacations, but may be paid monthly for a prorated vacation as part of their annual salary or may be paid in a lump sum for their prorated vacation at the end of their work year.

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ARTICLE 16
LEAVES

16.1 Sick Leave

16.1.1. Employees shall earn one (1) day of sick leave for each month of service. Sick leave shall be accumulated without limit.

16.1.2. Probationary employees shall not be permitted to use sick leave before it is earned.

16.1.3. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each permanent employee.

16.1.4. Employees assigned less than twelve (12) months per year shall be granted sick leave in accordance with the foregoing section, i.e., ten (10) month employees shall be granted ten (10) days of sick leave per year.

16.1.5. The Supervisor or Department Head shall be notified of any absence. In the event of several days of absence, the department shall be kept informed.

16.1.6. The Supervisor (outside of the Unit) may require verification of sick leave absences where there is reasonable cause to believe the employee is misusing sick leave. Prior to implementing this provision, the Supervisor shall: (1) first confer and inform the employee of the problem; and (2) if the problem continues, shall provide the employee with written notice of this verification requirement, when it shall take effect, and the duration of the requirement.

16.1.7. If an employee exhausts fully paid sick leave and continues to be ill, the employee shall be allowed to use any portion of earned vacation he/she wishes before using extended sick leave. Employees shall not use vacation time with extended sick leave to achieve a full day of compensation.

16.2 Extended Sick Leave

Permanent employees shall be entitled to an extended leave of absence due to illness or accident in accordance with the following provisions:

16.2.1. The employee shall have used all accrued sick leave.

16.2.2. In order to receive this leave, employees shall be required to submit a signed statement from a physician, indicating the nature of the illness or accident and estimated duration of time the employee will be unavailable for duty.

16.2.3. Employees shall once a fiscal year be credited with not less than one hundred (100) working days of paid sick leave per year, inclusive of all sick leave. After the exhaustion of sick leaves under Section 16.1 and of this Article, the remainder of the one hundred (100) working days of sick leave shall be compensated at fifty percent (50%) of the employee's regular rate of pay.

16.2.4. Extended sick leave granted under this Section shall not accrue from year to year.

16.2.5. The District may require that the employee be examined by a physician designated by the District, to assist in determining the length of time during which the employee will be unable to perform assigned duties.

16.2.6. An Absence Certificate, properly executed, shall be submitted to the Payroll Department at the end of each calendar month. Said certificate shall be mailed to the employee at his/her last known address. Payroll warrants will not be released under this Section until such certificates are received by the District Human Resources Department.

16.3 Industrial Accident Leave

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following benefits:

16.3.1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave 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.

16.3.2. Employees shall notify the District Human Resources Office immediately when an injury or illness arising out of and in the course of employment occurs.

16.3.3. Industrial accident or illness leave shall commence on the first day of

absence.

16.3.4. The leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

16.3.5. During any paid leave of absence under this Section, the employee shall be paid such portion of the salary due him/her for any month in which the absence occurs, which when added to his/her temporary disability indemnity, will result in a payment not to exceed his/her full salary.

16.3.6. Prior to returning to work from industrial accident or illness leave, the employee shall present a District release form signed by the employee's treating physician stating that the employee is able to safely perform his/her job. An employee may substitute a written document provided by his/her physician provided the document contains the same information as the District's form.

16.3.7. While on paid industrial accident or illness leave, the employee shall endorse to the District any temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate salary warrants and shall deduct therefrom normal retirement and other authorized contributions.

16.3.8. The industrial accident or illness leave is to be used in-lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

16.3.9. Benefits provided by these rules and regulations shall be applicable to all employees immediately upon their completing six (6) months of service.

16.3.10. Any employee receiving benefits under these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the Board authorizes travel outside the state.

16.4 Bereavement Leave

16.4.1. An employee shall be entitled to a leave of seven (7) days due to the death of a spouse, domestic partner, parent or child.

16.4.2. An employee shall be entitled to a leave of absence, not to exceed three (3) days for one-way travel of 250 miles or less, or five (5) days if one-way travel of over 250 miles is required on account of death of any member of his/her immediate family, except for spouse, domestic partner, parent or child.

16.4.3. For purposes of this provision, the term "immediate family" shall include spouse, child, domestic partner, stepchildren, domestic partner's children, grandparents, grandchildren, in-laws, and siblings of the employee, or any individual residing in the immediate household of the employee. Inclusion of other members in the definition of "immediate family" may be granted at the direction of the Superintendent, or designee.

16.4.4. Any employee may be granted up to two (2) days bereavement leave for the death of persons of established close family relationship.

16.4.5. For leave granted under this provision, no deduction shall be made from salary or sick leave, unless otherwise specified.

16.4.6. Upon exhaustion of bereavement leave, an employee may use personal necessity leave in accordance with Section 16.7.

16.4.7. Upon exhaustion of bereavement leave, an extension of bereavement leave may be granted by the Superintendent but it shall be deducted under sick leave. Requests shall not be unreasonably denied.

16.4.8. Notification to the District of the absence shall be made in accord with the sick leave policy.

16.5 Maternity Leave

16.5.1. The Board shall provide for leave of absence from duty for any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

16.5.2. Pregnancy Disability

Employees are entitled to use sick leave as set forth in Section 16.1 of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. Such leave shall not be used for child care, child rearing, or preparation for child rearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District may require verification of the extent of disability through consultation with the employee and the employee's physician.

16.6 Judicial Leave

An employee shall be granted leave to appear in court as a witness when subpoenaed, to serve on a jury, or respond to an official order from another governmental jurisdiction for reasons not brought about by the connivance or misconduct of the employee. An employee shall receive his/her regular pay and shall endorse to the District any amounts received for jury or witness fees.

16.7 Personal Necessity Leave

Personal necessity leave shall be limited to circumstances serious in nature which the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters, which cannot be accomplished at any other time.

16.7.1. In any single school year, a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons as defined below.

16.7.2. Under personal necessity leave, the employee shall not be required to secure advance permission for leave taken for any of the following reasons:

16.7.2.1. Death or serious illness of a member of his/her immediate family;

Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

Imminent danger to the home of an employee occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee

cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.

16.7.3. Other personal necessity leaves allowable shall be limited to the following and require prior approval:

16.7.3.1. Appearance in court as a litigant;

16.7.3.2. Paternity;

16.7.3.3. Bereavement beyond the number of days allowable in the bereavement leave rule;

16.7.3.4. Adoption;

16.7.3.5. Religious leave;

16.7.3.6. Other personal "contingencies" that require an employee's absence from duty. "Contingency" is used to mean an event or circumstance which is out of the ordinary, beyond the control of the employee and one that cannot be handled before or after regular duty hours;

16.7.3.7. Three (3) days of sick leave may be used by an employee for the reason of compelling personal importance. "Compelling Personal Importance" is used to mean an event or circumstance which is out of the ordinary, beyond the control of the employee, and one that cannot be handled before or after regular duty hours. This day may not be used in conjunction with any other leave without prior approval by the District Human Resources Office.

16.7.3.8. Where prior approval is necessary for personal necessity leave, the employee shall submit the request for leave in writing to the immediate supervisor two (2) working days prior to the requested commencement of the leave. Where no advance permission is required, the employee shall fill out the necessary absence forms upon his/her return. The District Human Resources Department shall be responsible for the administration of personal necessity leaves, including approval and verification

of the reasons for such leaves.

16.8 Child-Rearing Leave

An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum period of three (3) months and shall be granted upon giving the District four

(3) weeks' notice prior to the anticipated date on which the leave is to commence

16.9 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time upon any terms acceptable to the District and the employee.

16.10 Family Medical Leave

Pursuant to the Federal Family and Medical Leave Act of 1993 (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act (Government Code Section 12945.2) an employee may be eligible for either paid or unpaid family care and medical leave, for family and medical purposes, depending on each employee's particular circumstances. The District will comply with all mandated provisions under these acts and reserves the right to act within the dictates of the law. See Appendix K for further explanation.

16.11 Catastrophic Leave

16.11.1. Any Unit member possessing more than ten (10) days of accumulated sick leave may donate up to three (3) days of sick leave to be used by Unit members for catastrophic illness or injury.

16.11.2. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

16.11.3. An employee, or CSEA 860 representative on the employee's behalf, seeking to use donated leave shall fill out the required form from the District Human Resources Office and may be required to provide verification of his or her inability to work due to a catastrophic illness or injury. The verification shall be a signed statement from a physician, indicating the nature of the illness or injury and estimated duration of time the employee will be unavailable for duty. The District may also

require an additional examination at District expense by a physician designated by the District to verify the nature and extent of the illness or injury.

16.11.4. Upon receipt of all required information, the request shall be submitted to the CSEA 860 Catastrophic Leave Review Committee/Executive Board for consideration.

16.11.5. An eligible employee wishing to donate sick leave under this Section shall fill out a sick leave donation form. All donations of sick leave under this section are irrevocable. Any remaining donated hours shall be placed in a catastrophic illness leave bank, to be used upon request.

16.11.6. No employee may use donated leave for a catastrophic illness or injury for more than twelve (12) consecutive months from the employee's first day of use of donated leave.

16.11.7. Donated sick leave shall be used on a one-day-for-one-day basis without consideration of the pay rates of the donor(s) and user.

16.11.8. CSEA 860 will annually solicit donations and/or on an as-needed basis.

ARTICLE 17
HEALTH AND SAFETY

17.1 Health and Safety

It is the policy of the Alameda Unified School District to create, maintain and enhance a safe and healthful workplace free from recognized hazards that may cause harm to bargaining unit members, consistent with and in compliance with applicable state and federal laws. CSEA 860 and the District are jointly and equally committed to the goal of implementing an effective Health and Safety program and accident prevention program that meets or exceeds Cal OSHA requirements. All work shall be performed in conformity with applicable health and safety standards, and unit members shall be provided with and required to use safety devices and perform work according to required safety procedures.

17.2 Reporting

Unit members are encouraged to immediately report any apparent unsafe working conditions to their supervisor. No unit member shall be disciplined for reporting any such condition nor be required to work or to operate equipment when he/she has reasonable grounds to believe such action would result in immediate danger to life or safety, until the condition has been determined to be safe. If the matter is not resolved to the unit member's satisfaction, the unit member may request a review of the supervisor's determination by the District's Maintenance, Operations, and Facilities Department, the Department of Industrial Relations, or other appropriate regulatory agency.

If the Maintenance, Operations, and Facilities Department, the Department of Industrial Relations, or other appropriate regulatory agency declares a work site to be hazardous and unfit for work, affected unit members may be assigned to alternative work sites until the hazardous condition is rectified.

17.3 Safety Committees

Joint unit member-elected and District-appointed safety committees shall be formed. Meetings shall be held semi-annually or more frequently as necessary. Participation in health and safety committees, including meeting time, health and safety research, work on committee assignments, seminars and classes, will be considered time worked for all unit members.

17.4 Wellness

The District and CSEA 860 will encourage unit member participation in appropriate programs which unit members may seek confidential assistance in the resolution of chemical dependency or other problems that may affect job performance.

No unit member's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice providing that the unit member's job performance meets supervisory expectations.

17.5 Joint CSEA 860/Management Committee

It shall be appropriate for either CSEA 860 or the District to request that a joint CSEA 860/Management committee be convened, to discuss health and safety concerns and to explore options for addressing those concerns through appropriate training or other approaches.

ARTICLE 18
EMPLOYEE EXPENSES AND MATERIALS

18.1 Tools, equipment, and supplies

The District shall provide tools, equipment, and supplies determined by the District as necessary to bargaining unit employees for performance of employment duties. Unit members shall use reasonable care to avoid damage or loss to District-provided tools, equipment, and supplies. Unit members shall log any use of tools, equipment, or supplies assigned to another unit member. Unit members shall promptly report loss or damage to any District-provided tools, equipment, or supplies, and shall maintain a log of the District tools, equipment, and supplies provided to them.

18.2 Health and safety standards

The District shall comply with applicable laws regarding health and safety standards where friable asbestos is present.

18.3 Use of any equipment or gear to ensure the safety

Should the District determine that the employment duties of a bargaining unit member requires use of any equipment or gear to ensure the safety of the unit member or others, the District shall furnish such equipment or gear.

18.4 Physical Examination

18.4.1. The District agrees to pay the full cost of any medical examination by a doctor selected by the District which may be required as a condition of continued employment, including, but not limited to, the provisions outlined in Education Code Section 49406. A copy of the medical examination shall be provided to the District.

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

18.5 Personal Property Loss or Damage

The District shall reimburse unit members for any loss, damage, or destruction of personal property used as a part of an approved school program up to a maximum of five hundred dollars ($500) suffered while performing services for the District on campus, or as assigned, providing such unit member had prior approval of the District for the use of such personal property or equipment and, further, that the unit member had taken measures to protect such property or equipment. The District shall not reimburse in cash.

Where there is a question, the burden shall be on the unit member to show that the damage was due to a school-related incident. Loss, damage, or destruction of clothing suffered in the same manner shall be reimbursed to a maximum of five hundred dollars ($500). Unit members shall submit claims for personal property losses or damages on such forms as may be designated by the District.

18.6 Employee Use of Personal Vehicle

The District shall not require a bargaining unit member to transport goods or equipment in a personal vehicle.

18.7 District provided vehicles and equipment

District vehicles shall be maintained in a safe and reliable manner. No bargaining unit member shall be required to drive a vehicle or operate any equipment that is unsafe for operation. Vehicles and emergency binders will be assigned to unit members. Unit members shall log any use of a vehicle assigned to another unit member.

If a bargaining unit member believes that a vehicle or piece of equipment is unsafe, the member will report the issue to their supervisor. Unit members shall promptly report loss or damage to any District-provided vehicle.

18.8 Certifications and testing

The District will provide the training required for and/or reimburse the reasonable cost of maintaining state, federal, or other licenses, tests, or certifications required as a condition of continued employment for unit members.

ARTICLE 19
PROFESSIONAL GROWTH

19.1 Professional Growth

Permanent classified employees may wish to improve their opportunities for advancement in the District or improve job skills by professional growth. An employee interested in taking a course from a junior college, university, trade school or adult school should obtain the course catalog, meeting schedule, course credits and personal costs to enroll. This information, in written form, should be submitted to the Director of Maintenance, Operations and Facilities or the Director of Food Services for review. (Forms are available in the Human Resources Office – Appendix I).

19.2 Course work

Course work must be job related as determined by the supervisor, and approval must be obtained prior to enrollment.

19.3 Evidence of a satisfactory grade and course completion

Upon completion of the approved course, the employee must provide his/her Director with evidence of a satisfactory grade and course completion. The Director will forward the information to the Human Resources Office for recording.

19.4 Semester units per year

A maximum of nine (9) equivalent semester units per year (or 13.5 quarter units) can be earned for incentive pay credit. Credit cannot be granted for audited courses. Upon completion of nine (9) approved semester units or equivalent quarter units, the employee will receive an increase of fifty dollars ($50) per month beginning the subsequent July 1. However, all transcripts must be submitted to the Human Resources Office by the prior June 30 to be eligible for the incentive pay credit. A maximum of five (5) awards may be granted to an employee during his or her tenure in the District.

19.5 Professional Growth Award Credit

Approval for Professional Growth Award Credit will be made by the Chief Human Resources Officer based upon the recommendation of the employee's manager. In the event the Chief Human Resources Officer denies a request for Professional Growth Award Credit, the employee may appeal that decision to the Superintendent whose decision shall be final.

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ARTICLE 20
DISCIPLINE

20.1. Progressive Steps

In handling disciplinary matters, it is intended that progressive steps be utilized to the greatest extent permitted by individual circumstances, and that discipline shall be commensurate with the offense. Such progressive steps may include:

20.1.1. Verbal reprimand;

20.1.2. Written reprimand with a copy to the employee's personnel file;

20.1.3. Suspension without pay;

20.1.4. Involuntary reassignment;

20.1.5. Involuntary demotion;

20.1.6. Dismissal.

20.2. Disciplinary Action

The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in Section 20.3:

20.2.1. Dismissal – Removal from the employment of the District;

20.2.2. Suspension – Temporary removal from the employment of the District without pay for a specified period of time, not to exceed thirty (30) calendar days;

20.2.3. Involuntary demotion – Placement in a lower classification;

20.2.4. Involuntary reassignment – Change of assignment whereby an employee is deprived of an incident of classification and/or removed for punitive reasons.

20.3. Cause

A permanent employee may have disciplinary action taken against him/her for any of the following causes:

20.3.1. Failure to adequately perform bona fide requirements of the position held;

20.3.2. Willful, negligent, or persistent violation of rules and regulations;

20.3.3. Violation of any lawful directive by a Supervisor or District Administrator;

20.3.4. Insubordination;

20.3.5. Dishonesty;

20.3.6. Use of controlled substances, i.e., alcoholic beverages and/or illegal drugs, which have direct adverse effect on the District;

20.3.7. Use of controlled substances, i.e., alcoholic beverages and/or illegal drugs on the job site;*

20.3.8. Disorderly or immoral conduct on duty or on the job site;*

20.3.9. Conviction of a sex offense as defined in Education Code section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Safety Code;

20.3.10. Repeated, unexcused tardiness;

20.3.11. Repeated, unexcused failure to report to work as assigned;

20.3.12. Excessive absence which is detrimental to the District;

20.3.13. Repeated discourteous treatment of the public or other employees;

20.3.14. Willful or negligent damage to school property or willful waste of District supplies or equipment;

20.3.15. Mental or physical incapacity detrimental to the efficiency of the classified service;

20.3.16. Failure to maintain licenses or certificates required for the position by law or District policy;

20.3.17. Material and intentional misrepresentation or concealment of any relevant fact in connection with obtaining employment;

20.3.18. Misappropriation of District funds or property;

20.3.19. Conviction of a felony or conviction of a misdemeanor involving moral turpitude, a plea of guilty, or a conviction following a plea of nolo contendre is deemed to be a conviction within the meaning of this section;

*In this context, travel between locations shall be construed as on the job site.

20.4. Disciplinary Procedure

20.4.1. Written Notice

A bargaining unit member against whom disciplinary action is being taken, shall be informed in writing, either in person or by Certified/Registered mail to their last known address, of the following:

20.4.1.1. Statement of Charges. A statement of the specific charges against the unit member and recommended disciplinary action 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 based on facts which occurred prior to the unit member becoming permanent nor more than two (2) years prior to the filing of the statement of charges, unless such facts were concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

20.4.1.2. Right to Hearing. The unit member may request a hearing to contest the charges and recommended disciplinary action, in writing either by mail or personal delivery, within five (5) calendar days after service of the statement of charges. A form shall be provided to the unit member, the signing of which shall constitute a demand for a hearing and a denial of all charges. If the unit member fails to submit a written request for hearing within the time specified herein, the Board may order the recommended disciplinary action into effect as of the date the statement of charges were served on the unit member.

20.4.1.3. Access to Material. The unit member may, upon request, have copies of the material upon which the charges are based.

20.5. Informal Conference – Skelly Meeting

A unit member against whom disciplinary action is being recommended shall be notified of his/her right to request, in addition to his/her right to a formal hearing, a informal conference with the Chief Human Resources Officer or designee to respond to the charges prior to any formal hearing and/or the imposition of disciplinary action. The unit member may be represented by a representative of his/her choice at this meeting.

20.6. Hearing

20.6.1. The hearing shall be held within a reasonable period of time but not before five (5) calendar days after the unit member's filing of a request for a hearing.

20.6.2. If the unit member does not request a hearing within the time specified herein, the Board may order the recommended disciplinary action into effect without a hearing.

20.6.3. The unit member may be represented at the hearing, at his/her own cost and expense, by a representative of his/her choice.

20.6.4. Technical rules of evidence shall not apply at the hearing and informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

20.6.5. The hearing shall be conducted before the Board of Education or before a designee.

20.6.5.1. Hearing Before Designee

20.6.5.1.1. A suspension without pay, involuntary reassignment for disciplinary reasons or demotion hearing may be delegated to the Superintendent or his/her designee by the Board.

20.6.5.1.2. A dismissal hearing may be delegated to a hearing officer by the Board. Delegation may take place at the request of either party, but the expense shall be equally shared between CSEA 860 and the District.

20.6.5.1.3. The designee shall submit a written recommended decision to the Board of Education which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the unit member.

20.6.5.1.4. Prior to making a final decision, the Board of Education shall afford the unit member the opportunity to present arguments to the Board of Education on the sufficiency of cause for the recommended disciplinary

action.

20.6.5.1.5. 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 record of the hearing. Any modified decision shall include findings of fact and determination of issues by the Board of Education.

20.6.5.2. Hearing Before the Board of Education

20.6.5.2.1. The hearing shall be conducted in closed session unless the unit member makes a written request for a public hearing at least five (5) calendar days prior to the hearing. Regardless of whether the hearing is held in closed or public session, the Board may deliberate in closed session.

20.6.5.2.2. The unit member shall have the right to personally appear and testify, to call favorable witnesses, and cross-examine adverse witnesses.

20.6.5.3. Results of the Hearing

A written decision shall be sent to the unit member, which shall include the Board's findings of fact and determination of issues.

20.7. Decision of the Board of Education

The decision of the Board of Education shall be final and shall not be subject to the grievance procedure.

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ARTICLE 21
LAYOFF AND REEMPLOYMENT

21.1. Reason for Layoff

Layoffs may occur due to lack of work or lack of funds

21.2. Forms of Layoff

21.2.1. An involuntary reduction in the number of days worked in a year.

21.2.2. An involuntary reduction in the number of hours worked in a day

21.2.3. An involuntary reduction in classification through bumping by senior bargaining unit members

21.2.4. Termination of employment

21.3. Notice of Layoff

The District will follow the applicable procedures under Education Code section 45117 when carrying out layoffs on affected bargaining unit members.

21.4. Order of Layoff

21.4.1. Layoffs shall be based upon seniority within a class and higher classes within the District.

21.4.2. In determining order of layoff in a lateral class (where an employee moves or has moved from one class to another class at the same salary range), the original class, prior to lateral movement, shall be considered a lower class for purposes of seniority within class.

21.4.3. Members with the least seniority within the class plus higher classes, shall be laid off first.

21.4.4. Seniority for employees shall be based on the hire date in a class, plus higher classes excepting overtime and substitute hours.

21.5. Bumping Rights

21.5.1. A member laid off from his/her present class may bump into the next lower class in which the employee previously obtained permanent status. The unit member shall bump the least senior person in the lower class.

21.5.2. The unit member may continue to bump into successive lower classes

which he/she has served to avoid layoff.

21.5.3. A unit member may elect to be laid off in-lieu of bumping. Accepting such a layoff does not affect the unit member's reemployment rights under this Agreement.

21.5.4. When a unit member was initially employed in an identifiable entry-level position within an existing classification, the unit member shall have the right to return to the classification based on his/her seniority even though the position has been reclassified and/or the title changed, provided the unit member meets minimum qualifications required for the entry-level position.

21.6. Equal Seniority

Where two (2) or more unit members subject to layoff have equal class seniority, layoff shall be made on the basis of the lesser of the greater hire date seniority. Where all seniority is equal, layoff shall be determined by lot.

21.7. Reemployment Rights

21.7.1 The names of unit members laid off shall be placed on reemployment lists in the reverse order of layoff. Involuntary layoff shall continue for thirty-nine (39) months from the date of layoff. Unit members who elected voluntary reassignment or demotion in-lieu of layoff shall be placed on reemployment lists for an additional twenty-four (24) months.

21.7.2 Reemployment shall be in the reverse order of layoff.

21.7.3 Offers of reemployment shall be made on the basis of reemployment lists based on the highest seniority.

21.7.4 Unit members shall be notified of reemployment opportunities by certified/registered mail at the last known address of record, and/or shall be notified by telephone. The unit member shall, if notified by mail, have three (3) work days from proof of service, but in no case more than seven (7) work days from date of postmark, to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to the vacancy.

21.8. Right of Refusal

A unit member on a reemployment list may decline two (2) offers of reemployment in his/her former classification. After the second refusal, the unit member's name shall be dropped from the reemployment list. The unit member shall be notified of this policy at the time the second offer is made. No additional offers need be made, except the District

may extend additional offers at its sole discretion.

21.9. Placement in Vacant Positions

A permanent classified unit member who will be laid off and who meets minimum qualifications of any vacant custodial, gardener, or Food Service Assistant position, may fill that position if the unit member chooses to do so. Once the layoff takes effect, the unit member's rights shall be limited to reemployment in classifications previously held in accord with the procedures of this Article.

[INTENTIONALLY LEFT BLANK]

ARTICLE 22
SAVINGS CLAUSE

22.1 If, during the life of this Agreement, there exists any applicable law, or any applicable rule, regulation or order issued by a governmental authority other than the District which renders invalid or restrains compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or a portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

[INTENTIONALLY LEFT BLANK]

ARTICLE 23
TERM

23.1. Except where otherwise noted, all provisions of this Agreement shall be effective as of and retroactive to July 1, 2025 upon ratification by both parties and shall continue in effect through June 30, 2028, or until the parties complete negotiations on a successor agreement.

The term of this agreement shall be from July 1, 2025, up through and including June 30, 2028, with no reopeners, except for that which is noted in Article 11.1.

The following Articles will be effective as of July 1, 2026:

i. Article 5.9.4 – Overtime
ii. Article 11.3 – 12 month pay
iii. Article 15.3 – Vacation Accumulation Rate

23.2. Both parties shall submit initial proposals for a successor agreement simultaneously at the bargaining table ninety (90) to one hundred twenty (120) days prior to the end of this Agreement and consistent with their obligations under Government Code section 3450 *et. seq.* Both parties agree to meet and begin negotiations within thirty (30) days of receipt of each other's proposal.

[INTENTIONALLY LEFT BLANK]

ARTICLE 24
NO STRIKE PROVISION

It is expressly agreed by both parties that there will be no strike, work stoppage, slow down, job action, picketing, or refusal or failure to perform fully and faithfully all job functions and responsibilities, nor will there be any concerted action 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 concerted action for the purpose of showing support of other union organizations engaged in such activity. Upon exhaustion of all available impasse procedures for issues relative to any reopener under this agreement, the parties agree that this article shall be null and void until such time as a negotiated and ratified agreement regarding such reopener is reached.

The Association recognizes the duty and obligation of its representatives to comply with the provision 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, concerted action, 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.

This No-Strike Provision shall not be enforced through the Grievance procedure of Contract.

[INTENTIONALLY LEFT BLANK]

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

CSEA 860 - Full-Time

Effective July 1, 2026 - December 31, 2026

8 Hours per day, 12 paychecks

Available Benefit Plans	Monthly Cost of Plan			Employer Contribution			Employee Monthly Cost		
	Employee Only	Employee + 1 Dependent	Employee + Family (2+)	Employee Only	Employee + 1 Dependent	Employee + Family (2+)	Employee Only	Employee + 1 Dependent	Employee + Family (2+)
Anthem Blue Cross Select HMO	$1,336.29	$2,672.58	$3,474.35	$1,168.86	$1,700.00	$1,700.00	167.43	$972.58	$1,774.35
Anthem Blue Cross Traditional HMO	$1,612.08	$3,224.16	$4,191.41	$1,168.86	$1,700.00	$1,700.00	443.22	$1,524.16	$2,491.41
Blue Shield Access+ HMO	$1,301.95	$2,603.90	$3,385.07	$1,168.86	$1,700.00	$1,700.00	133.09	$903.90	$1,685.07
Kaiser Permanente HMO	$1,168.86	$2,337.72	$3,039.04	$1,168.86	$1,700.00	$1,700.00	0.00	$637.72	$1,339.04
United Healthcare Alliance HMO	$1,290.06	$2,580.12	$3,354.16	$1,168.86	$1,700.00	$1,700.00	121.20	$880.12	$1,654.16
United Healthcare Harmony HMO*	$1,133.09	$2,266.18	$2,946.03	$1,168.86	$1,700.00	$1,700.00	0.00	$566.18	$1,246.03
PERS Gold PPO	$1,120.58	$2,241.16	$2,913.51	$1,168.86	$1,700.00	$1,700.00	0.00	$541.16	$1,213.51
PERS Platinum PPO	$1,670.14	$3,340.28	$4,342.36	$1,168.86	$1,700.00	$1,700.00	501.28	$1,640.28	$2,642.36
Delta Dental PPO +Premier	$63.90	$114.80	$164.60	$63.90	$114.80	$164.60	0.00	$0.00	$0.00
Vision Service Plan (VSP)	$28.55	$28.55	$28.55	$28.55	$28.55	$28.55	0.00	$0.00	$0.00
Cash-in-Lieu of Medical Coverage Stipend	$305.00	ALL medical plans meet the Minimum Essential Coverage and Minimum Value (MEC, MEV) requirements as set by ACA regulations							

* United Healthcare Harmony is not available if you reside in Alameda County.

APPENDIX B
LIST OF CLASSIFICATIONS

Maintenance and Operations

Custodial Operations Lead	66
Maintenance Operations Lead	66
General Maintenance Lead	66
Maintenance Lead (Carpenter; Electrician; Painter; HVAC; Plumber)	63
Maintenance Spec (Carpenter; Electrician; Painter; HVAC; Plumber)	59
Food Service Operations Manager	56
Lead Production Cook	52
Pool Maintenance Technician	49
Preventive Maintenance Technician; General Maintenance-Mechanic	46
Gardener Crew Chief	42
Food Service Warehouse Technician	42
Head Custodian - High School	41
Head Custodian - Middle School	39
General Maintenance-Delivery/Mail Driver	38
Stage Tech./Trade Asst.	38
Head Custodian-Elem.; Head Custodian-Cont.HS, WCDC	37
Gardener	37
Asst. Head Custodian-HS	35
Grounds & Facility Attendant	34
Custodian	33

Food and Nutrition Services

Food Service Manager III-Central Kitchen	42
Food Service Manager III	38
Food Service Assistant III (Cook)	36
Food Service Manager II	36
Food Service Manager I	29
Food Service Assistant II (Van Driver)	26
Food Service Assistant I	23

APPENDIX C
SALARY SCHEDULES

BOE Approval: 3/24/2026

CSEA 860, Maintenance
Base 7/1/2025 with 1% Effective 1/1/2026

Time Base: Hourly

Position	Range	Step					Longevity Increments				
		A	B	C	D	E	3% 7-12yrs	3% 13-17yrs	3% 18-22yrs	3% 23-27yrs	3% 28-32yrs	3% >32yrs
Custodian	33	4,216.02	4,423.08	4,652.76	4,884.18	5,127.78	5,280.90	5,439.24	5,602.80	5,771.58	5,945.58	6,124.80
		24.23	25.42	26.74	28.07	29.47	30.35	31.26	32.20	33.17	34.17	35.20
Grounds & Facility Attendant	34	4,322.16	4,536.18	4,769.34	5,009.46	5,256.54	5,414.88	5,576.70	5,743.74	5,916.00	6,093.48	6,276.18
		24.84	26.07	27.41	28.79	30.21	31.12	32.05	33.01	34.00	35.02	36.07
Asst. Head Custodian HS	35	4,428.30	4,652.76	4,887.66	5,127.78	5,383.56	5,545.38	5,712.42	5,882.94	6,058.68	6,239.64	6,427.56
		25.45	26.74	28.09	29.47	30.94	31.87	32.83	33.81	34.82	35.86	36.94
Head Custodian-Elem.; Head Custodian-Cont.HS, WCDC, Gardener	37	4,657.98	4,891.14	5,133.00	5,390.52	5,656.74	5,827.26	6,001.26	6,180.48	6,366.66	6,558.06	6,754.68
		26.77	28.11	29.50	30.98	32.51	33.49	34.49	35.52	36.59	37.69	38.82
General Maintenance-Delivery/Mail Driver; Stage Tech./Trade Asst.	38	4,778.04	5,014.68	5,263.50	5,529.72	5,806.38	5,980.38	6,159.60	6,344.04	6,533.70	6,730.32	6,932.16
		27.46	28.82	30.25	31.78	33.37	34.37	35.40	36.46	37.55	38.68	39.84
Custodian Head - Middle School	39	4,894.62	5,136.48	5,395.74	5,665.44	5,952.54	6,131.76	6,316.20	6,505.86	6,700.74	6,902.58	7,109.64
		28.13	29.52	31.01	32.56	34.21	35.24	36.30	37.39	38.51	39.67	40.86
Custodian Head - High School	41	5,139.96	5,390.52	5,670.66	5,956.02	6,251.82	6,439.74	6,632.88	6,831.24	7,036.56	7,247.10	7,464.60
		29.54	30.98	32.59	34.23	35.93	37.01	38.12	39.26	40.44	41.65	42.90
Gardener Crew Chief	42	5,273.94	5,538.42	5,809.86	6,105.66	6,408.42	6,599.82	6,798.18	7,001.76	7,212.30	7,428.06	7,650.78
Food Service Warehouse Technician		30.31	31.83	33.39	35.09	36.83	37.93	39.07	40.24	41.45	42.69	43.97
Preventive Maintenance Technician	46	5,809.86	6,091.74	6,406.68	6,737.28	7,069.62	7,281.90	7,501.14	7,725.60	7,957.02	8,195.40	8,440.74
General Maintenance-Mechanic		33.39	35.01	36.82	38.72	40.63	41.85	43.11	44.40	45.73	47.10	48.51
Pool Maintenance Technician	49	6,223.98	6,533.70	6,857.34	7,201.86	7,563.78	7,789.98	8,023.14	8,263.26	8,510.34	8,766.12	9,028.86
		35.77	37.55	39.41	41.39	43.47	44.77	46.11	47.49	48.91	50.38	51.89
Lead Production Cook (FS)	52	6,751.20	7,078.32	7,447.20	7,817.82	8,211.06	8,458.14	8,712.18	8,973.18	9,242.88	9,519.54	9,804.90
		38.80	40.68	42.80	44.93	47.19	48.61	50.07	51.57	53.12	54.71	56.35
Food Service Operations Manager	56	7,455.90	7,828.26	8,221.50	8,632.14	9,063.66	9,335.10	9,615.24	9,904.08	10,201.62	10,507.86	10,822.80
		42.85	44.99	47.25	49.61	52.09	53.65	55.26	56.92	58.63	60.39	62.20
Maintenance Specialist (Carpenter; Electrician;Painter;HVAC;Plumber)	59	8,106.66	8,494.68	8,938.38	9,385.56	9,855.36	10,151.16	10,455.66	10,768.86	11,092.50	11,424.84	11,767.62
		46.59	48.82	51.37	53.94	56.64	58.34	60.09	61.89	63.75	65.66	67.63
Maintenance Lead (Carpenter; Electrician;Painter;HVAC;Plumber)	63	8,948.82	9,396.00	9,865.80	10,363.44	10,873.26	11,198.64	11,534.46	11,880.72	12,237.42	12,604.56	12,982.14
		51.43	54.00	56.70	59.56	62.49	64.36	66.29	68.28	70.33	72.44	74.61
Maintenance Operations Lead; Custodial Operations Lead	66	9,872.76	10,372.14	10,897.62	11,435.28	12,007.74	12,367.92	12,738.54	13,121.34	13,514.58	13,920.00	14,337.60
General Maintenance Lead		56.74	59.61	62.63	65.72	69.01	71.08	73.21	75.41	77.67	80.00	82.40

BOE Approval: 3/24/2026

CSEA 860, Maintenance
Base 7/1/2025 with 1% Effective 1/1/2026

Time Base: Hourly
with 9% Shift Differential

Position	Range	Step					Longevity Increments					
		A	B	C	D	E	3% 7-12yrs	3% 13-17yrs	3% 18-22yrs	3% 23-27yrs	3% 28-32yrs	3% >32yrs
Custodian	33	4,595.34	4,821.54	5,072.10	5,324.40	5,588.88	5,755.92	5,928.18	6,105.66	6,288.36	6,476.28	6,671.16
		26.41	27.71	29.15	30.60	32.12	33.08	34.07	35.09	36.14	37.22	38.34

BOE Approval: 3/24/2026

Alameda Unified School District
CSEA 860, Food Service
Base 7/1/2025 with 1% Effective 1/1/2026

Time Base: Hourly

Position	Range	Step					Longevity Increments					
		A	B	C	D	E	3% 7-12yrs	3% 13-17yrs	3% 18-22yrs	3% 23-27yrs	3% 28-32yrs	3% >32yrs
Food Service Assistant I	23	18.94	19.87	20.82	21.93	22.99	23.68	24.39	25.12	25.87	26.65	27.45
Food Service Assistant II (Van Driver)	26	20.40	21.39	22.48	23.58	24.77	25.51	26.28	27.07	27.88	28.72	29.58
Food Service Manager I	29	21.93	23.02	24.25	25.40	26.66	27.46	28.28	29.13	30.00	30.90	31.83
Food Service Asst III-Cook Food Service Manager II	36	26.09	27.43	28.77	30.20	31.69	32.64	33.62	34.63	35.67	36.74	37.84
Food Service Manager III Central Kitchen	42	30.25	31.74	33.34	35.01	36.77	37.87	39.01	40.18	41.39	42.63	43.91

APPENDIX D
[INTENTIONALLY LEFT BLANK]

APPENDIX E
EVALUATION FORM

ALAMEDA UNIFIED SCHOOL DISTRICT

CLASSIFIED EMPLOYEE EVALUATION REPORT

Employee: _____ Status: ☐ Probationary 3rd month ☐ Permanent

Classification: _____ ☐ Probationary 5th month

Site: _____ ☐ Due date: _____

Purpose: 1. To assess and improve the performance of each classified employee and to insure a high quality of service.

2. To provide a basis for necessary personnel decisions.

FACTOR Check only those factors which relate to the position.	Exceeds Expectation	Satisfactory	Needs Improvement	Not Satisfactory	Notes (required for any rating of less than satisfactory)
A. WORK ETHIC					
1. Observance of work hours					
2. Attendance					
3. Compliance with regulations					
4. Meeting deadlines					
5. Operation and care of equipment					
6. Personal appearance/hygiene					
B. WORK PERFORMANCE					
7. Knowledge of work					
8. Work judgments					
9. Planning and organizing					
10. Job skill level					
11. Quality of work					
12. Volume of work					
13. Physical requirements of job					
C. ADAPTABILITY AND INITIATIVE					
14. Accepts responsibility					
15. Adapts to change					
16. Effectiveness under stress					
17. Initiative					
18. Dependability					
D. RELATIONSHIP WITH PEOPLE					
19. Pupil contacts (if applicable)					
20. Employee contacts					
21. Public contacts					
22. Supervisor					
E. SUPERVISORY ABILITY (where applicable)					
23. Planning and organizing					
24. Scheduling and coordination					
25. Training and instructing others					
26. Supervisory control					
27. Judgment and decisions					
28. Operational economy					
29. Motivation of subordinates					
30. Fairness and impartiality					

General comments/agreed – upon methods for improvement to be undertaken during evaluation period, as specified.

OVERALL EVALUATION:

☐ Exceeds Expectation ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

To be completed for Probationary Employees only:

Evaluator: ☐ I do ☐ I do not recommend this employee be granted permanent status.

Employee's comments (may attach additional pages):

Employee:

I have seen and discussed this report with my supervisor. I understand that my signature does not necessarily indicate agreement.

_____ _____

Employee Signature Date

_____ _____

Evaluator Signature Date

☐ Check this box if you have attached additional information.

APPENDIX F
PERSONNEL FILE CONTENTS AND INSPECTION

The District and CSEA 860 Union Agree to Follow Education Code 44013

44031. Personnel File Contents and Inspection

(a) Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

(b) This material is not to include ratings, reports, or records that (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. However, *every* non-credentialed employee shall have access to his/her numerical scores obtained as a result of a written examination.

(c) Every employee shall have the right to inspect these materials upon request, provided that the request is made at a time when the person is not actually required to render services to the employing district.

(d) Information of a derogatory nature, except material mentioned in subdivision (b), shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any derogatory statement, his own comments thereon. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

APPENDIX G
GRIEVANCE FORM

Alameda Unified School District

Classified Grievance
No. _____

Statement of Grievance Form

CSEA #860 – Maintenance, Custodial and Food Services

_____ _____
Employee Name Work Location

Date of Grievance: _____

Date of Informal Conference: _____

Name of Immediate Supervisor: _____

Date of Oral Response: _____

Date of filing of Formal Grievance: _____

Specific Articles(s) and Section(s) of Contract Violated: _____

_____

_____

Employee's Statement of Grievance: _____

_____

_____

_____

_____

Statement of Remedy: _____

_____

_____

_____

_____ _____
Employee Signature Date

APPENDIX H
DOMESTIC PARTNERSHIP

The most up to date forms are available on the State of California website.

Declaration of Domestic Partnership: https://dp.cdn.sos.ca.gov/forms/dp1.pdf
Termination of Domestic Partnership: https://dp.cdn.sos.ca.gov/forms/sf-dp2.pdf

Completed forms must be submitted to Human Resources.

APPENDIX I
PROFESSIONAL GROWTH FORM

ALAMEDA UNIFIED SCHOOL DISTRICT

REQUEST FOR COURSE APPROVAL – CSEA LOCAL 860

To: Director of M.O.F.
Chief Human Resources Officer

Date: _____

From: _____
Name (please print)

_____
(School/Department)

Job Classification: _____

I request approval of the following course(s) for Professional Growth Credit:

Course Number	Date to be Taken	Course Title	College or Adult School	Units	
				Semester	Quarter

Description of course content (descriptive information from the school may be attached):

_____
_____
_____
_____

Objective in taking the course: _____
_____
_____

_____
Applicant Signature

_____
Director of M.O.F.

_____
Chief Human Resources Officer

☐ Course Approved: _____
Date

☐ Course Disapproved: _____
Date

Reason for disapproval: _____
_____

APPENDIX J
PERSONAL PROPERTY REGISTRATION FORM

ALAMEDA UNIFIED SCHOOL DISTRICT

PERSONAL PROPERTY REGISTRATION FORM

(Please Print or Type)

INSTRUCTIONS: This form is to be used for registering items of personal property (other than a motor vehicle) for use in the performance of assigned duties. Only those items with a unit value of $50 or more need be registered. The original of this form is to be retained at the work station office. A copy should be made and given to the employee whose property is registered.

Name of Employee _____ School _____

Property described below is to be used in the performance of assigned duties commencing on:

_____ 20____.

Personal Property	Educational Purpose	Value
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

The above mentioned items have been recorded with me, the principal, under the terms spelled out under the Contract. The parties realize that care needs to be taken to secure these items in the classroom when the teacher is not in the room.

Principal's Signature: Date:

Please complete the following when the above listed items are removed from use in the school/office:

Date *removed from use:* _____ 20____

_____ _____

(Employee Signature) *(Principal or Supervisor Signature)*

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

Fact Sheet #28: The Family and Medical Leave Act

Revised March 2025

The Family and Medical Leave Act (FMLA) provides job-protected leave from work for family and medical reasons. This fact sheet explains FMLA benefits and protections.

ABOUT THE FMLA

The FMLA provides eligible employees of covered employers with job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same conditions as if they had not taken leave. FMLA leave may be unpaid or used at the same time as employer-provided paid leave. Employees must be restored to the same or virtually identical position when they return to work after FMLA leave.

Eligible employees: Employees are eligible if they work for a covered employer for at least 12 months, have at least 1,250 hours of service with the employer during the 12 months before their FMLA leave starts, and work at a location where the employer has at least 50 employees within 75 miles.

Covered employers: Covered employers under the FMLA include:

- Private-sector employers who employ 50 or more employees in 20 or more workweeks in either the current calendar year or previous calendar year,
- Public agencies (including Federal, State, and local government employers, regardless of the number of employees), and
- Local educational agencies (including public school boards, public elementary and secondary schools, and private elementary and secondary schools, regardless of the number of employees).

The FMLA protects leave for:

- The birth of a child or placement of a child with the employee for adoption or foster care,
- The care for a child, spouse, or parent who has a serious health condition,
- A serious health condition that makes the employee unable to work, and
- Reasons related to a family member's service in the military, including
    - Qualifying exigency leave - Leave for certain reasons related to a family member's foreign deployment, and
    - Military caregiver leave – leave when a family member is a current servicemember or recent veteran with a serious injury or illness.

Download "The Employee Guide to the Family and Medical Leave Act" for more information about the FMLA, including how to request FMLA leave.

USING FMLA LEAVE

Eligible employees may take:

- Up to 12 workweeks of leave in a 12-month period for any FMLA leave reason except military caregiver leave, and

- Up to 26 workweeks of military caregiver leave during a single 12-month period.

Examples:

- Sheila works 32 hours a week at a shoe store. When Sheila needs to take FMLA leave for 12 weeks, she may use up to 32 hours of FMLA leave a week for 12 weeks.
- Chester works 40 hours a week as an administrative assistant. When Chester needs to take FMLA leave for 12 weeks, he may use up to 40 hours of FMLA leave a week for 12 weeks.
- Kayden works 50 hours a week as a cook at a restaurant. When Kayden needs to take FMLA leave for 12 weeks, he may use up to 50 hours of FMLA leave a week for 12 weeks.

Intermittent or reduced schedule leave. Employees have the right to take FMLA leave all at once, or, when medically necessary, in separate blocks of time or by reducing the time they work each day or week. Intermittent or reduced schedule leave is also available for military family leave reasons. However, employees may use FMLA leave intermittently or on a reduced leave schedule for bonding with a newborn or newly placed child only if they and their employer agree.

Examples:

- Sheila has a daughter who serves in the Armed Forces and was seriously injured during deployment overseas. Sheila needs FMLA leave for one-half of her usual workweek (16 hours) over the next six months to assist with her daughter's care.
- Chester has a serious mental health condition that sometimes affects his ability to work. Occasionally, when Chester is unable to work because of his mental health, he takes FMLA leave, usually for one to three weeks at a time. Chester also takes FMLA leave every now and then for an hour or two when he has an appointment to see his doctor or attend therapy to treat his condition.
- Kayden, a cook, works Tuesday through Saturday. His father, Emile, has a serious health condition. Kayden and his wife, Maeve, take turns bringing Emile to dialysis during the week. Every other Friday evening Kayden uses five hours of FMLA leave to help his father. Even though his wife helps, Kayden also occasionally uses five hours of FMLA leave on other evenings to help his father.

Paid leave. FMLA is job-protected, unpaid leave. Employees may use employer provided paid leave at the same time that they take FMLA leave if the reason they are using FMLA leave is covered by the employer's paid leave policy. An employer may also require employees to use their paid leave during FMLA leave.

Examples:

- Sheila works for a shoe store that provides her with one week of paid vacation time every year. The store always requires employees to use their paid vacation time when they take time off from work for any reason, even if they are not taking a vacation. When Sheila takes 16 hours of FMLA leave because of her daughter's deployment with the Armed Forces to a foreign country, her employer pays her for her FMLA time off and deducts 16 hours from her one week of vacation time.
- When Chester needs FMLA leave for his own serious health condition, he uses paid sick leave that is part of his job benefits.
- The restaurant where Kayden works provides him paid sick leave that he can use for his own health needs but not for family care. Kayden also has other paid time off (PTO) that he uses when he takes leave to care for his father who has a serious health condition.

Requesting FMLA leave. Employees do not have to specifically ask for FMLA leave but do need to provide enough information so the employer is aware the leave may be covered by the FMLA. Employees must provide notice to their employer as soon as possible and practical that they will need to use FMLA leave. For example, if an employee knows that he or she has a procedure for a serious medical condition scheduled in three weeks, the employee needs to provide notice to the employer as soon as the procedure is scheduled. Employers may ask for information from the health care provider before approving FMLA leave and must allow 15 calendar days to provide the information. In some circumstances, such as when the employee's health care provider is not able to complete the certification information timely, employees must be allowed additional time.

FMLA LEAVE BENEFITS AND PROTECTIONS

Job protection. Employees who use FMLA leave have the right to go back to work at their same job or to an equivalent job that has the same pay, benefits, and other terms and conditions of employment at the end of their FMLA leave. Violations of an employee's FMLA rights may include changing the number of shifts assigned to the employee, moving the employee to a location outside of his or her normal commuting area, or denying the employee a bonus for which the employee qualified before taking FMLA leave.

An employer cannot threaten, discriminate against, punish, suspend, or fire an employee because he or she requested or used FMLA leave. Violations of an employee's FMLA rights may include actions such as writing up the employee for missing work when using FMLA leave, denying a promotion because the employee has used FMLA leave, or assessing negative attendance points for FMLA leave use.

Group health plan benefits. Employers are required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. For example, if family member coverage is provided to an employee, family member coverage must be maintained during the employee's FMLA leave.

SPECIAL FMLA RULES FOR SOME WORKERS

FMLA Leave and Teachers. Special rules apply to employees of elementary schools, secondary schools, and school boards. Generally, these rules apply when an employee needs intermittent leave or leave near the end of a school term.

FMLA Eligibility for Flight Crews. Airline flight crew employees have special hours of service eligibility requirements. For more information about the special rules for flight crew employees, see Fact Sheet #28J.

FMLA Eligibility for Servicemembers under the Uniformed Services Employment and Reemployment Rights Act (USERRA)

Returning servicemembers are entitled to receive all rights and benefits of employment that they would have obtained if they had been continuously employed. Any period of absence from work due to USERRA-covered service counts toward an employee's months and hours of service requirements for FMLA leave eligibility.

ADDITIONAL PROTECTIONS

State Laws

Some States have their own family and medical leave laws. Nothing in the FMLA prevents employees from receiving protections under other laws. Workers have the right to benefit from all the laws that apply.

Protection from Retaliation

FMLA is a federal worker protection law. Employers are prohibited from interfering with, restraining, or denying the exercise of, or the attempt to exercise, any FMLA right. Any violations of the FMLA or the FMLA regulations constitute interfering with, restraining, or denying the exercise of rights provided by the FMLA. For more information about prohibited employer retaliation under the FMLA, see Fact Sheet #77B and Field Assistance Bulletin 2022-2.

Enforcement

The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court. State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most Federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.dol.gov/agencies/whd and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

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APPENDIX L
MOU SHIFT DIFFERENTIAL

MEMORANDUM OF UNDERSTANDING

BETWEEN ALAMEDA UNIFIED SCHOOL DISTRICT

AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, LOCAL 860

RE: SHIFT DIFFERENTIAL

The Alameda Unified School District ("District") and the California School Employees Association, Local 860 (CSEA 860) hereby agree as follows:

1. All bargaining unit members receiving compensation pursuant to Appendix C-2 (Salary Schedule with 9% shift differential) as of the date of ratification of the new three (3) year Contract between the District and CSEa 860 ("the Contract"), shall continue to receive compensation pursuant to the Appendix C-2 within their current classification as long as they remain in that classification.

2. If a bargaining unit member being paid pursuant to Appendix C-2 promotes to any new position outside of the classification they were in on the date of ratification of the Contract, they shall no longer be eligible for compensation pursuant to Appendix C-2 and shall be paid pursuant to Appendix C-1 regardless of the start and/or ending time of their particular shift. *See* Article XI Pay, Section 11.4, regarding increases in pay as a result of his/her promotion.

3. If a bargaining unit member does not complete his/her applicable probationary period in any promotional position, he/she shall be returned to his/her prior position/classification and shall be paid pursuant to the salary schedule he/she was paid by immediately prior to his/her promotion

   For example, if a unit member working as a custodian and being paid pursuant to Appendix C-2 applies for and gets a promotion, the unit member will no longer get shift differential regardless of whether the promotional position had previously been a position to which Appendix C-2 applied. However, if the unit member does not make probation in the new promotional position, he/she will be returned to his/her former positiion and be paid to pursuant to Appendix C-2.

4. All vacant positions and any and all newly created positions existing on or after the date of ratification of the Contract shall be compensated pursuant to Appendix C-1 (Salary Schedule without Shift Differential) and shall not be eligible for compensation pursuant to Appendix C-2 except as otherwise specifically stated herein.

District:

Laurie McLachlan-Fry
Chief Human Resources Officer

CSEA Local 860:

Jose Nunez
President

TA'd 12/16/09

APPENDIX M
EXCESS VACATION ACCRUAL

MEMORANDUM OF UNDERSTANDING

REGARDING ELIMINATION OF

EXCESS VACATION LEAVE ACCRUALS

The Alameda Unified School District ("District") and the California School Employees Association Local 860 ("CSEA 860") agree as follows:

1. As of the date of ratification of the July 1, 2008 through June 30, 2011 Contract between the District and CSEA 860 ('the Contract"), the bargaining unit members listed on Exhibit "A" (those with more than three hundred twenty (320) hours of accrued and unused vacation), shall meet with the Director of Maintenance, Operations and Facilities or designeee within sixty (60) days to schedule use of excess leaves over the course of the immediately following twenty-four (24) month period. Use of such excess vacation shall be schedules between September 1 and May 30 of each year only and subject to the vacation scheduling priorities set forth in Article 15, Section 15.8. "Excess vacation leave" is defined as those hours of accrued and unused vacation over and above three hundred and twenty (320) hours as of the date of ratification of the Contract. "Excessive vacation leave" does not apply to regular vacation leave accruals on or after the date of ratification of the Contract.

2. The Director of Maintenance, Operations, and Facilities shall unilaterally schedule dates for bargaining unit members to use excess vacation leave for those who do not meet with and/or request vacation consistent with this Agreement.

3. Any bargaining unit member listed in Exhibit "A" who has not used his/her excess vacation leave by April 1, 2012 shall be paid out in a lump sum at the unit member's regular rate of pay for all such unused excess vacation leave.

4. This Agreement applies only to those unit members with accrued vacation hours over and above the three hundred twenty (320) maximum as of the date of ratification of the Contract.

5. All bargaining unit members, including thos listed on Exhibit "A" shall continue to accrue and use annual vacation pursuant to the terms of Article 15 of the Contract.

Jose Nunez, President CSEA Local 860	Laurie McLachlan-Fry, Chief HR Officer Alameda Unified School District
Date	Date