

# AGREEMENT

BETWEEN



OAKLAND UNIFIED  
SCHOOL DISTRICT

---

AND

OAKLAND SCHOOL EMPLOYEES  
ASSOCIATION/SERVICE EMPLOYEES  
INTERNATIONAL UNION

(OSEA/SEIU, LOCAL 1021)

*Representing*

*Permanent Paraprofessionals (IAs)*

*and*

*White Collar (WC) Employees*

For The Period

July 1, 2015 – June 30, 2018

## Bargaining Teams

### OUSD

Seth Eckstein  
Shelia White  
Ray Mondragon  
Christie Anderson  
Amy Brandt  
Jenine Lindsey

### OCDPA

Nely Obligacion  
Kaden Kratzer  
Bettie Reed-Smith  
Rita Bailey  
Melvin Phillips  
Cynthia Cherry  
Dora Hopson  
Gloria Broussard  
Liz Pruiett  
Phyllis Copes  
Vernon Hays  
Mark Wilson

### *SUPERINTENDENT*


*Antwan Wilson*


### Board of Education

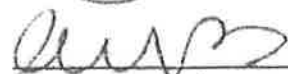
James Harris  
Nina Senn  
Shanthi Gonzales  
Aimee Eng  
Jumoke Hinton Hodge  
Jody London  
Roseann Torres

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of May, 2017

**FOR THE DISTRICT**

  
Dr. Devin Dillon, Interim Superintendent

  
James Harris, President  
Board of Education

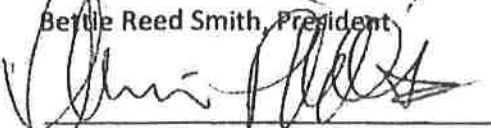
  
Amy Brandt, Labor Coordinator

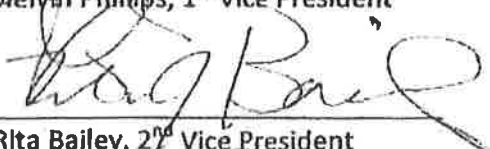
  
Jenine Lindsey, Director Labor Relations

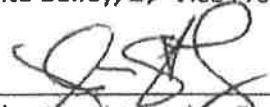
  
Seth Eckstein, Staff Attorney

**FOR OSEA/SEIU 1021**

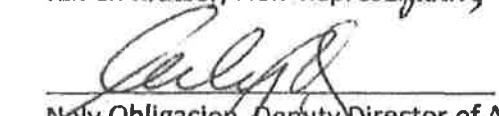
  
Betty Reed Smith, President

  
Melvin Phillips, 1<sup>st</sup> Vice President

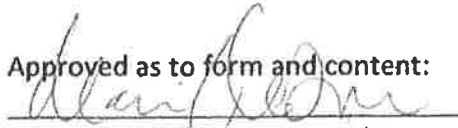
  
Rita Bailey, 2<sup>nd</sup> Vice President

  
John Stead-Mendez, Executive Director,  
Field & Programs

  
Kaden Kratzer, Field Representative

  
Nely Obligation, Deputy Director of Advocacy and  
Internal Organizing

Approved as to form and content:

  
Marion McWilliams, General Counsel

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## ARTICLE 1 - RECOGNITION

The OSEA/SEIU Local 1021 ("OSEA/SEIU") is recognized by the Oakland Unified School District ("District") as the exclusive representative for unit members covered by this Agreement. Such unit members shall include those unit members regularly employed in the classifications listed in Attachments J and K.

## ARTICLE 2 - DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- A. District is defined as the Board of Education of the Oakland Unified School District, the District Superintendent of Schools, or designated representative of the Superintendent, hereafter referred to as "District."
- B. Oakland School Employees Association, Service Employees International Union, Local 1021, is defined as the sole and exclusive representative for unit members covered by this Agreement, hereafter referred to as "OSEA/SEIU."
- C. Regular Employees are defined as unit members covered by this Agreement who are probationary, permanent, full-time or part-time unit members, but shall not include temporary, short-term, substitute, restricted, confidential or student employees.
- D. Probationary Employees are defined as regular unit members who have not completed the probationary period of employment, whether full-time or part-time. The probationary period for unit members shall be six (6) full calendar months in a regular paid status. Only that time spent in active service for the District shall count toward completion of the probationary period.
- E. Permanent Employees are defined as regular unit members who have completed the required probationary period of employment.
- F. Full-Time Employees are defined as regular unit members who are scheduled to work seven and one-half (7½) hours per day and five (5) days per week.
- G. Part-time Employees are defined as classified unit members who regularly work less than seven and one-half (7½) hours per day or less than five (5) days per week.
- H. Calendar Month is defined as the working days in any given month, from the first working day through the last working day of the month.
- I. Day is defined as any day in which the headquarters of the District is open for business.

## ARTICLE 3 – WAGES

### A. Wages

1. For the fiscal year 2015-16, unit members employed by the District at the time of ratification by the Board shall receive on-going increases and one-time bonuses as follows:

- a. An on-going percentage increase of 2.09% to all salary schedules effective



May 1<sup>st</sup> 2016.

- b. One-time (bonus) payment of 2.92% of base salary earned in 2015-16 as of May 1<sup>st</sup>, 2016.
  - c. An additional one-time bonus of 2.90% based on a share of unrestricted one-time funds from the State of California FY 2015-16 and FY 2015-16.
- 2. For the fiscal year 2016-17, there shall be a reopener on salary.
  - 3. For the fiscal year 2017-18, there shall be a reopener on salary.
  - 4. If any represented/unrepresented employee group an/or bargaining unit receives a wage increase during FY 2015-16, the District agreed to negotiate a wage increase for the OSEA represented bargaining unit employees.
  - 5. Pathway to Excellence Stipends Effective in 2017-18
    - a. **Leadership and Professionalism.** In recognition of unit members demonstrating excellence in the area of leadership and professionalism, each fiscal year, the District will select up to 150 unit members to be awarded one-time stipends.
      - i. The amount of annual stipends aware to unit members annually shall range from \$350.00 to \$500.00.
      - ii. At the request of either party, the Superintendent and/or his designee shall meet and confer with the union regarding the unit members selected for the stipends.
      - iii. Stipends shall be issued as a one-time lump-sum payment to unit members in December and/or June of each fiscal year.
    - b. **Excellence in Attendance Management.** In recognition of Attendance Clerks demonstrating excellence in the area of attendance management, the District shall select up to 10 Attendance clerks annually to be awarded a one-time stipend in the amount of up to \$1000.00.

#### **B. Emergency Pay Warrants and Miscellaneous Adjustments**

If a permanent regular unit member does not receive a scheduled pay warrant or receives a substantial under-payment because of a perceived error by the payroll office, the unit member should promptly notify the payroll office. After receipt of such notice, the District agrees to promptly investigate the matter. If the District determines that the unit member did not receive a scheduled pay warrant or received a substantial underpayment because of an actual error by the payroll office, the District will provide the permanent regular unit member with a pay warrant (which shall represent a minimum of 95% of the unit member's appropriate pay rate or in combination with the underpayment equals 95% of the unit member's appropriate pay rate) within forty-eight (48) hours of the unit member's notification to the payroll office.

#### **C. College Transcript**

When the District receives an official college/university transcript sent for evaluation for

purposes of salary range placement, the District shall immediately notify the unit members of receipt of the transcript. Any salary range adjustment due the unit members shall be effective the first pay period following receipt of the transcript.

**D. Shift Differential (Applies to White Collar Unit Only)**

1. Regular full-time unit members, whose work assignment begins between 3:00 p.m. and 10:00 p.m., shall receive an additional 47 cents per hour-as a shift differential.
2. Regular full-time unit members, whose work assignment begins between 10:00 p.m. and 3:00 a.m., shall receive an additional 71 cents per hour as a shift differential.

**E. Longevity Pay**

Effective July 1, 1991, the following longevity pay shall be applicable to both White Collar and paraprofessional unit members who are regular unit members in the unit and who have been employed on a half-time (3.75 hours per day) or more basis:

<u>Number of Years of Continuous Service</u>	<u>Monthly Stipend as of 7/1/91</u>
10	\$10.38
15	20.81
20	31.20
25	41.57
30	52.00
35	62.40
40	72.80

1. The anniversary date for determining the amount of longevity pay shall be the first of the month following the date of probationary employment.
2. Unit members paid by the hour are not eligible for longevity pay.
3. When adjustments are made in a unit member's monthly pay warrant (such as for overtime, time off without pay, etc.), longevity pay shall be considered part of the unit member's regular salary.

**F. Salary Increments (Steps)**

1. The first increase for new unit members hired on any of the first three (3) steps of the salary schedule will take place on the first of the month following satisfactory completion of six (6) calendar months in regular paid status, subject to the attainment of permanent status.
2. The first increase for new unit members hired above the third step of the salary schedule will take place on the first of the month following satisfactory completion of twelve (12) calendar months in regular paid status.
3. By virtue of the specialized training and experience required, unit members selected for and placed in the position of Instructional Assistant-Interpreter/Tutor for the Deaf shall be deemed to have three (3) additional years of experience for placement

on the salary schedule.

4. Whenever a unit member is promoted, he/she shall be placed on: (1) that step of the new classification which pays at least five percent (5%) more than the unit member earned in his/her previous position, or, (2) on the highest step of the range of the position to which the unit member is promoted, whichever is less.

If a unit member has outside experience that would entitle him/her to a step upon promotion that is more than five percent (5%) greater than his/her current salary, he/she may request that experience be evaluated in the same manner as the District would evaluate a newly hired unit member. Decisions to raise a unit member's salary more than five percent (5%) shall be based on outside experience only and shall be at the sole discretion of the District.

- a. If a unit member was on the top step of the range for the classification before promotion, and is placed in one of the first three (3) steps of the new classification, the anniversary date for salary increments shall be six (6) calendar months from the first of the month following the date of promotion.

If placement in the new classification is above the first three (3) steps, the anniversary date for salary increments shall be one (1) year from the first of the month following the date of promotion.

- b. If the unit member was not on the top step of the range for the classification before promotion, the anniversary date for salary increments shall carry over from the old classification, except:

If placement in the new classification is on one step of the first three (3) steps, and the anniversary date is more than six (6) months from the date of promotion, the unit member shall receive salary increases on the first of the month following completion of six (6) calendar months of employment in the new classification, and shall retain this anniversary date for all subsequent increases.

5. After the first salary increment, increases shall occur at yearly intervals until the top step is reached. The salary increment for Step 8 shall occur two (2) years after Step 6 has been reached.
6. Unit members must be in a regular paid status for at least one-half ( $\frac{1}{2}$ ) the work days in a month to receive credit toward salary increments.

#### **G. Adjustment Pay**

If a unit member is asked to perform higher level duties than those in his/her job description for more than five (5) days in any fifteen (15) calendar day period of time, the unit member shall be paid five percent (5%) above his/her current salary.

#### **H. Bilingual Positions (Applies to White Collar Only)**

By virtue of the bilingual requirement, unit members selected for bilingual designated

positions shall receive a \$60.00 stipend per month. Part-time unit members shall receive a prorated percentage of the stipend based on the percentage of time they work in the bilingual assignment.

**I. Travel Expense**

Unit members shall be reimbursed for authorized travel expenses at the maximum mileage rate allowed by the Internal Revenue Service (IRS) or actual bus fare, plus the actual costs of parking and tolls, if any.

**J. Method of Salary Payment - White Collar Unit Members**

Unit members shall be paid on a twice-a-month basis.

**K. Method of Salary Payment - Paraprofessional Unit Members**

1. Unit members who are assigned to a traditionally scheduled school shall receive twenty (20) paychecks per year, paid on a salary basis, twice a month- for ten (10) months.
2. Unit members who are assigned to schools with a year- round schedule shall receive twenty-four (24) paychecks per year, paid on a salary basis, twice a month- for twelve (12) months.
3. Unit members assigned to traditionally scheduled schools may elect to have their yearly salary paid in twenty-four (24) paychecks instead of twenty (20), twice a month for twelve (12) months.

**L. Paycheck Errors**

The District will make every reasonable effort to correct paycheck errors within five (5) working days.

The District will make every reasonable effort to notify a unit member of an overpayment prior to making a deduction to recover payment. Upon written request by the unit member to the Payroll Manager, the District agrees to work with the unit member on a method of repayment of the over-payment.

**ARTICLE 4 - HOURS OF EMPLOYMENT**

**A. Weekly Work Days**

The standard work week shall consist of five (5) consecutive workdays within a seven (7) - day period. Work schedules may be adjusted in the best interest of the District. Full-time assignments are scheduled for seven and one-half (7 ½) hours per day.

1. Unit members employed by the District prior to the adoption of this Agreement shall have a standard work week of five (5) days, Monday through Friday, except for those who have been assigned a different schedule, or those who volunteer to work other than Monday through Friday.
2. If the needs of the District necessitate a permanent change in the days of work for a

unit member, no such change shall be made unless the procedure described in "Daily Work Hours" for changes in hours is followed.

3. Unit members assigned to Adult Education may be scheduled in conformance with the program schedules to which they are assigned. (Paraprofessional)

**B. Daily Work Hours - All Unit Members**

The normal daytime assignment for regular unit members shall be between 7:30 a.m. and 5:00 p.m. Assignments that are not within these prescribed hours shall only be allowed by prior consent of the unit member, except that:

1. Temporary assignments of one (1) week or less may be made to meet the needs of the District upon forty-eight (48) hours notice to the unit member, unless emergency conditions dictate shorter notice.
2. Daily work hours may be changed to meet the needs of the District.
3. Daytime assignments which are outside the prescribed hours in effect as of the effective date of this Agreement shall be deemed to have had the prior consent of the unit member.
4. If the needs of the District necessitate a permanent change in the hours of employment outside the prescribed hours, no such change shall be made unless:
  - a. The change is first discussed with the unit member(s) affected; and if the change is not accepted within seven (7) calendar days, then:
    1. Volunteers from among all unit members in the same classification are sought by posting for five (5) work days, and
    2. The unit members affected shall be given thirty (30) calendar days' notice. Said notice shall be given in writing.
  - b. If no volunteers can be found and the unit member affected does not accept the assignment, the assignment shall be given to the least senior unit member in the classification working the same number of hours and the same work year. The least senior unit member must accept the assignment or be terminated, or reassigned. If the least senior unit member is terminated, the position shall be posted, as provided in Article VIII - Posting. In the event there is only one (1) unit member at the work site, that unit member will be reassigned to the least senior unit member's position. In the event that a unit member must be reassigned, then the least senior unit member at the site will be reassigned to the position of the least senior unit member in the classification.
5. Employees hired after the effective date of this Agreement, whose hours are outside the prescribed hours, shall be deemed to have accepted the hours assigned, provided that the actual work hours are contained in the offer of employment.
6. a. Notice of Beginning/Ending Duty Days: Prior to the end of the school year,

each ten-month unit member shall be given written notice of the final day of work and the date of return to work after the summer recess. Such notice shall state that the assignment will be the same unless the unit member is notified otherwise by the Human Resources Division prior to the end of the school year or at the beginning of the next school year.

b. District's Right to Change Assignment Within Ten (10) Days of Return:

Within ten (10) days of return to work following the summer recess, each ten-month paraprofessional unit member shall be informed of his/her permanent daily and weekly assignment for the remainder of the school year.

1. If a change in the previous year's assignment is necessary, it must first be discussed with the unit member.
  2. If the unit member is unable to accept the assignment, he/she shall be placed on unpaid leave of absence for a period of six calendar months during which time the unit member shall retain the right to any comparable position with the same or fewer hours and days which becomes available, subject to the prior reemployment rights of other unit members, including those placed on unpaid leave under the provisions of 6 and 7 below. If the unit member does not accept assignment to an available position, or if no position becomes available within that time, the unit member shall be deemed to have resigned from his/her employment with the District effective at the close of business on the last day of the sixth month.
- c. Unit members working less than six (6) hours shall generally be considered to work in the mornings (7:30 a.m. to 12:00 p.m.) or the afternoons (12:00 p.m. to 5:00 p.m.).
1. After the initial assignment following the summer recess, changes within the morning or afternoon sessions shall be subject to the provisions of Art. 4 Hours of Work, Subsection d, below.
  2. After the initial assignment following the summer recess, changes from the morning to the afternoon, or vice versa, shall be subject to the provisions of Art. 4 Hours of Work, Subsection e, below.
  3. Unit members whose assignment takes in part of the morning and part of the afternoon shall be deemed to be working for that session in which the larger part of their assignment falls—except that permanent changes may be made of not more than one hour before or after the existing assignment, subject only to the provisions of Art. 4 Hours of Work, Subsection d, below.
  4. An employee who is assigned to work additional time of thirty (30) minutes or more in his/her same classification for a period of twenty (20) consecutive working days or more shall have his/her hours and

benefits adjusted to reflect the additional time.

d. Changes Within Morning or Afternoon Assignment

No employee's hours shall be changed within a morning or afternoon assignment after the initial assignment following the summer recess, except in accordance with the following:

1. Temporary changes within a morning or afternoon assignment of one week or less may be made upon two work days' written notice unless emergency conditions dictate shorter notice; provided, however, that no more than three such assignments shall be made within the school year. These limitations shall not apply to staff meetings.
2. If the needs of the District necessitate a permanent change between morning and afternoon in the assignment of an employee, the following procedure shall be implemented:
  - a. The proposed change must first be discussed with the employee. The employee shall be provided the proposed change in writing.
  - b. If the proposed change is not accepted by the employee, then the employee may do any of the following: (a) Apply for a voluntary transfer to any comparable position in the District with the identical hours and days as the initial assignment which becomes available, or (b) be placed on unpaid leave of absence for a period of six calendar months during which time the employee shall retain the right to any comparable positions with the same or fewer number of hours and days which becomes available, subject to the prior re-employment rights of other unit members including those placed on unpaid leave under the provisions of Section 7, below. If the employee does not accept assignment to an available position, or if no position becomes available within that time, the employee shall be deemed to have resigned from his/her employment with the District effective at the close of business on the last day of the sixth month.

e. Changes Between Morning and Afternoon Assignments

No employee's assignment shall be changed from afternoon to morning or from morning to afternoon after the initial assignment following the summer recess, except in accordance with the following:

1. Temporary assignments between morning and afternoon of one week or less may be made upon two work days' written notice unless emergency conditions dictate shorter notice; provided, however, that no more than three such assignments shall be made within the school

year. These limitations shall not apply to staff meetings.

2. If the needs of the District necessitate a permanent change between morning and afternoon in the assignment of an employee, the following procedure shall be implemented:

- a. The proposed change must first be discussed with the employee. The employee shall be provided the proposed change in writing.
- b. If the proposed change is not accepted by the employee within two work days, then volunteers to make the change shall be sought from among all employees throughout that work site who work the same hours in the same classification. If a volunteer is found, the two employees shall exchange assignments, subject to the approval of the site manager.
- c. If no volunteer can be found, or the site manager does not approve the exchange in assignment, the least senior employee at the site working the same hours in the same classification shall exchange assignments with the employee initially affected.

If this least senior employee rejects the assignment, then this employee may do any of the following: (a) Apply for a voluntary transfer to any comparable position in the District with the same or fewer hours and days which becomes available; or (b) be placed on unpaid leave of absence for a period of six calendar months during which time the employee shall retain the right to any comparable position with the same or fewer number of hours and days which becomes available, subject to the prior re-employment rights of other unit members. If the employee does not accept assignment to an available position, or if no position becomes available within that time, the employee shall be deemed to have resigned from his/her employment with the District effective at the close of business on the last day of the sixth month.

f. Voluntary Changes in Assignment

If the employee affected by a change in assignment accepts it voluntarily, the procedures noted above for involuntary changes in assignment need not be followed.

g. Notice to New Hires

All newly hired employees will be provided a letter from Human Resources



specifying their date of hire, employee classification, location of work, and number of work hours per day of their new assignment.

7. Days of the Year – 10-Month Unit Members

- a. The total regular work days (not including recognized holidays and paid vacation) for 10-month unit members including but are not limited to the following classifications, are as follows:

Number of Workdays, 10-Month Unit Members

Clerical Unit Member	194 days
School Security Officer I	181 days
School Security Officer II	183 days
Community Service Worker	181 days
Instructional Curriculum Spec't	181 days
Outreach Consultant	181 days
Noon Supervisor	181 days
Occupational Therapist	183 days
P.E. Attendant	183 days
Instructional Assistant	181 days
Community Assistant	181 days
Health Assistant	181 days
Reader for the Blind	181 days

- b. The regular work days of employees assigned to non-public schools may be scheduled in conformance with the schedules of the specific schools to which they are assigned, provided the total number of regular work days in the year remains the same as for employees assigned to District schools.
- c. The regular work days of employees assigned to schools on a modified calendar may be scheduled in conformity with the schedules of the specific school to which they are assigned provided the total number of regular work days in the year remains the same as for employees assigned to traditionally scheduled schools.
- d. On non-student days, with the exception of periods of in-service training, an employee will be given the option of taking a personal leave day, a vacation day, or a day of non-pay and non-service. Employees working on said days may be assigned to an alternate work site.

8. Number of Assignments

- a. Three (3) Hour Paraprofessionals may not be assigned to work more than two (2) classrooms. (Not including primary for special educational paraprofessionals.)
- b. Six (6) Hour Paraprofessionals may not be assigned to work more than four (4) classrooms. (Not including primary for special educational paraprofessionals.)

9. Possibility of Future Weekend Assignments

The parties recognize the possibility of the District wishing to conduct sessions on the weekend in the future. If this occurs, the parties agree to meet and negotiate new terms under this provision.

**C. Daily and Weekly Work Schedule, New Hires - White Collar Employees**

For new hires, notice of the days and hours of work shall be contained in the offer of employment. If not contained in the offer of employment, they shall be deemed to be Monday through Friday, between 7:30 a.m. and 5:00 p.m.

**D. Rest Periods/Meal Period**

1. Full-time unit members and paraprofessionals who work six (6) or more hours a day shall be entitled to two (2) separate fifteen (15)-minute rest periods per work day as scheduled by the supervisor.
2. Part-time unit members who work three and three-fourth (3  $\frac{3}{4}$ ) continuous hours or more without a meal period shall be entitled to a fifteen (15)-minute rest period as scheduled by the supervisor.
3. Rest periods shall not be used to lengthen the meal period, shorten the work day, or compensate for lost time.
4. Unit members scheduled to work five (5) or more hours in one (1) day shall be entitled to a thirty (30) minute duty-free lunch period, which shall be scheduled by the immediate supervisor. Meal periods shall not be used to shorten the work day or compensate for lost time.
5. Should a rest period or meal period be interrupted for a District-related reason at the direction of the Supervisor, the time lost shall be rescheduled for and on that day by the Supervisor.

**E. Overtime**

Overtime is time required to be worked in excess of the normal full-time work day or work week for the job, or group classification of the unit members concerned.

1. Overtime shall be paid at one and one-half (1  $\frac{1}{2}$ ) times the straight time hourly rate of pay of the unit members designated when authorized to work by the District-designated administrator.
2. Compensatory time shall be taken during the month accumulated and shall be approved by the site manager, provided, however, that it may be taken the following month with approval of the site manager; and, if there is a disagreement between the unit member and the site manager as to when the time shall be taken, the time shall be paid as extra time or overtime.

**F. Extra Time**

“Extra time” is time required to be worked by a part-time unit member in excess of the unit member’s regular daily and/or weekly work schedule, but less than the daily and/or weekly work schedule of a full-time unit member.

1. Extra time may also be worked by a 10-month unit member in excess of the normal 10-month assignment.
2. Extra time worked by a unit member shall be paid at the unit member’s normal rate of pay.

**G. Over/Extra Time: Authorization**

Overtime and/or extra time may only be performed upon assignment by a supervisor, department head, or other person authorized to make such assignment.

1. Overtime and/or extra time should be performed at the work site, unless the employee is instructed otherwise. In any event, the employee shall be compensated for work done upon instruction by a supervisor, or administrator, whether written or oral, provided that said time is reported on official District time sheets.
2. The maximum overtime that any employee may be required to work during one month shall be thirty-five (35) hours unless an emergency has been declared by the Superintendent or the Board of Education.
3. An employee may consent to work more than thirty-five (35) hours of overtime per month.

**H. Overtime/Extra Time: Scheduling**

1. Whenever possible, at least two days advance notice will be given to an employee required to work overtime or extra time.
2. Whenever possible, volunteers will be sought.
3. Employees shall work overtime and extra time assignments; however, an employee may be relieved of this obligation for good reason involving a prior conflicting obligation.
4. The Administrator shall offer overtime/extra-time on a basis of rotational seniority within the work group.

**I. Call Back - All Unit Members**

If a unit member is called back to work after leaving the work site on a normal work day, or while on vacation leave or sick leave, or while on a holiday or recess (including the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the work week), he/she shall be compensated for at least two (2) hours of work at the appropriate overtime or extra time rate, regardless of the amount of time actually worked, subject to the following provisions:

1. If the unit member’s normal daytime assignment is less than two (2) hours, the

minimum call back pay shall be for one (1) hour rather than two (2) hours.

2. When a unit member is called to report before the normal starting time, and works from that time to the end of the work day, the two (2)-hour minimum shall not apply.

**J. Work Outside of Normal Work Day or Work Week – Paraprofessional Unit Members**

Unit members in this bargaining unit may not be required to work outside of the normal work hours on a regular basis. Unit members who are required to attend meetings or otherwise perform work after normal work hours and after leaving the work site shall have the choice of being paid under the overtime/extra time provisions or taking compensatory time off. The following procedures shall be followed:

1. The work shall be assigned in writing by the site manager.
2. Time worked shall be recorded on the appropriate District time sheet.
3. Compensatory time shall be taken during the month accumulated and shall be approved by the site manager, provided, however, that it may be taken the following month with approval of the site manager; and, if there is a disagreement between the unit member and the site manager as to when the time shall be taken, the time shall be paid as extra time or overtime.

**K. Flexible Hours**

During the term of this Agreement, the Labor Management Relations Committee shall meet to discuss the topic of flexible hours of work for 10 and 12-month employees. Said topics upon which consensus is reached regarding flexible hours of work and which fall within the mandatory scope of bargaining shall be referred to the bargaining teams for consideration and possible agreement.

**L. FLSA-Exempt Classifications**

In limited circumstances the duties and responsibilities of the classification meet the Fair Labor Standards Act ("FLSA") definition of "exempt" for the purposes of overtime. For such classifications, the provisions of Article 4.F Overtime shall not be applicable. For such classifications, compensatory time pay (at the regular rate of pay) shall be earned for all hours worked beyond the standard work week in excess of five (5) hours per month.

**ARTICLE 5 – LEAVE**

**A. Holidays**

1. The provisions of this Article will be announced and distributed to the OSEA/SEIU upon the adoption of the school calendar as approved by the Board of Education.
  - a. When the legal holiday occurs on a Sunday, the following Monday will be considered the holiday. When the legal holiday occurs on a Saturday, the proceeding Friday will be considered the holiday.
  - b. In addition to the legal holidays required by Education Code, three (3) Board

holidays shall be declared by the Board of Education during the regular school year.

2. Unit members are eligible for legal holidays subject to the following:
  - a. The unit members must work the workday immediately preceding and the workday following a District holiday to be eligible for holiday pay, or be on a pre-approved leave.
  - b. Unit members who work less than a five (5) day work week must have been scheduled to work on that day of the week immediately preceding and following the holiday.
  - c. Regular unit members not normally assigned to work during winter recess shall be paid for Board-approved holidays that occur during the winter recess, provided they are in regular paid status for the workday immediately preceding and following the recess.
  - d. Regular unit members who qualify for Board-approved holidays will receive their normal rate of pay for the holiday.
  - e. Regular employees on paid leave when a holiday occurs shall receive pay for the holiday at the same rate as they are receiving for the paid leave. The holiday shall not be charged against the paid leave.
  - f. Unit members on unpaid leave shall not be paid for Board-approved holidays which occur during the leave.
  - g. Ten-month unit members assigned to year-round schools shall be paid for holidays that occur during an intercession in which they are not assigned to work, so long as they are in regular paid status for any part of the work day immediately preceding or following the intercession. Such unit members shall not be paid for the July 4th holiday.
  - h. Paraprofessional unit members assigned to non-public schools may be granted alternative holidays in conformance with the schedules of the specific schools to which they are assigned, provided the total number of holidays granted remain the same as for unit members assigned to District schools. Alternative holidays may not be granted in lieu of New Year's Day (January 1st), Independence Day (July 4th), Labor Day (First Monday in September), Thanksgiving Day (Fourth Thursday in November), or Christmas Day (December 25th).

## **B. Vacation**

Eligible unit members are entitled to vacation benefits as follows:

1. Twelve-Month White Collar Unit Members  
Benefits

Eligible unit members are entitled to time off without loss of pay upon completion of the following years of continuous service:

<u>Active Service</u>	<u>Vacation Benefits</u>
1 year	2 work weeks
4 years	3 work weeks
10 years	4 work weeks
25 years	5 work weeks

2. Twelve-Month Paraprofessional Unit Members

Eligible unit members shall be entitled to time off without loss of pay for 13 (thirteen) days during the fiscal year. Employees who have worked from 10 (ten) to 24 (twenty-four) continuous years shall be entitled to 18 (eighteen) days time off without loss of pay during the fiscal year. Employees who have worked 25 (twenty-five) continuous years or more shall be entitled to 23 (twenty-three) days time off without loss of pay during the fiscal year.

3. Rules Applicable to Twelve-Month Unit Members:

- a. Vacations shall be approved and scheduled by the District so as to enable the District to maintain its full functioning status.
- b. Twelve (12)-month unit members working at school sites should schedule their vacations during school recess periods. All unit members are discouraged from requesting that vacation be scheduled for the periods immediately preceding the opening and closing of schools.
- c. Employees who prefer specific vacation time periods shall notify their supervisor/department heads/ administrators, and such preference shall be considered.
- d. Employees shall request vacation at least ten (10) days in advance of an anticipated vacation leave and shall then be given at least one (1) week's notice of the date upon which their vacation period will commence.
- e. If a unit member takes an unpaid leave of absence in conjunction with vacation, the unit member must exhaust accrued vacation benefits prior to the commencement of the unpaid leave of absence.
- f. Unit members of CDC whose sites are closed during the school winter and spring recess periods shall have the option to either take vacation leave and/or Personal Leave or be reassigned to another site during the period of closure, as long as positions are available, in accordance with past practice.

4. Minimum Vacation

The minimum vacation leave permitted at any one time shall be in one-half (½) day units, unless a shorter period of time is required to exhaust an accumulated vacation balance.

5. Accumulation

Eligible twelve (12)-month unit members shall have all of their vacation time credited to their accounts on July 1st of each fiscal year. Unit members will make every reasonable attempt to schedule vacation prior to June 30 of the following calendar year. Cash payments for accrued vacation will be paid in accordance with the provisions of this section.

- a. Unit members may carry over a maximum of thirty (30) days vacation from year to year.
- b. Vacation credit which exceeds the thirty (30) day ceiling will be paid in cash.
- c. If a unit member does not schedule vacation so as to avoid exceeding the maximum carry over, the immediate supervisor may schedule a unit member's vacation to avoid or reduce cash payments for excess carry over.
- d. If vacation credit in excess of thirty (30) days is carried over at the end of the fiscal year, the District will make a good faith effort to pay the unit member the excess credit by July 31st of the subsequent fiscal year. In no event will the payment be later than September 30th of the subsequent fiscal year.

6. Illness During Vacation

Regular unit members who are hospitalized, become ill, or suffer an accident during a paid vacation, which would have necessitated their being absent from normal duties as certified by a physician's statement, may upon return to duty, request that such time be charged against accrued sick leave instead of vacation.

- a. The unit member shall submit such a request in writing to the appropriate supervisor, department head, or administrator within two (2) working days following the unit member's return to work.
- b. Vacation which is thereby re-credited to the unit member may then be rescheduled later by the appropriate administrator.

7. Ten-Month Unit Members

a. Salaried Unit Members Benefits (Monthly Unit Members)

Eligible unit members are entitled to time off without loss of pay for eleven (11) days during the school year to be paid as follows:

Unit members shall be paid a full month's salary for the Winter Recess in December, which shall include pay for six (6) vacation days. Unit members shall also be paid full salaries for the month or months in which the Spring Recess occurs, which shall include five (5) vacation days.

Additionally, unit members who have worked from ten (10) to

twenty-four (24) continuous years (inclusive) shall receive five (5) days of vacation pay added to their final pay warrant for the school year. Unit members who have worked twenty-five (25) continuous years or more receive ten (10) days of vacation pay added to their final pay warrant for the school year.

b. Hourly Benefits Unit Members

Eligible unit members are entitled to time off without loss of pay for eleven (11) days during the school year to be paid as follows:

Unit members shall receive four and four-tenths (4.4) days of vacation pay for the Winter Recess, which shall be contained in the first January pay warrant. Unit members shall receive three and three-tenths (3.3) days of vacation pay for the Spring Recess, which shall be included in the second pay warrant following the conclusion of the Spring Recess. Unit members shall also receive three and three-tenths (3.3) days of vacation pay, which shall be included in the final pay warrant of the school year. In addition to the above, unit members who have worked from ten (10) to twenty-four (24) continuous years (inclusive) without a break in paid services shall have an extra week's vacation pay added to their final pay warrant for the school year. Unit members who have worked twenty-five (25) continuous years or more (without a break in paid service) shall have an extra two (2) weeks' vacation pay added to their final pay warrant for the school year.

c. Both Monthly and Hourly Paid

Employees who begin work after the beginning of the school year shall have vacation benefits paid on a prorated basis.

d. Summer Employment

Ten-month unit members may also receive vacation credit for time worked during July and August when they are in regular paid status for one-half ( $\frac{1}{2}$ ) or more of the working days in each said month.

8. Terms and Conditions

The following terms and conditions apply to both ten (10)-month and twelve (12)-month unit members:

Eligibility

1. Probationary unit members earn but may not use vacation benefits.
2. Vacation benefits are earned only for months in which the unit members is in regular paid status for at least one-half ( $\frac{1}{2}$ ) of the workdays in that month.
3. Unit members whose work assignment is less than the



normal full-time assignment earn vacation benefits on a prorated basis.

4. Unit members who begin work after the beginning of the fiscal year (12-month unit members) or after the beginning of the school year (10-month unit members) shall receive a prorated vacation for the portion of the first fiscal year worked from date of probationary employment through the following June 30, and shall assume the July 1<sup>st</sup> date following probationary employment as the anniversary date for vacation purposes.

9. Separation from District

Upon resignation, retirement, dismissal, layoff, or leave of absence for more than twelve (12) months, the following provisions shall apply with regard to vacation benefits for permanent classified unit members:

- a. After completion of the probationary period, the unit member shall be entitled to pay equivalent to earned vacation benefits at the time of separation. Probationary unit members who separate from employment for any reason are not entitled to such equivalent pay for vacation benefits.
- b. If a unit member has taken in excess of his/her earned amount of vacation, at the time of separation, an equivalent amount of pay shall be deducted from the unit member's final pay warrant, or the unit member shall be required to reimburse the District for the equivalent amount.

The effective termination date for such unit members shall be the last day worked, or if ill, the last day paid at regular salary.

- c. Unit members who return to work after separation who did not receive earned vacation benefits at the time of separation shall have such benefits credited to their account.

**C. Sick Leave**

Regular unit members who are absent from work because of illness or injury shall be entitled to use earned and/or earnable sick leave subject to the following terms and conditions:

1. Sick leave is available to unit members at the rate of one (1) work day of sick leave for each calendar month of employment:
  - a. Sick leave shall be earned when the unit member is in regular paid status for one-half (½) or more of the work days in the calendar month.
  - b. Part-time unit members are entitled to sick leave on a prorated basis.
2. Unit members who have been in a regular paid status for six (6) calendar months, or more, shall have all sick leave to which they are entitled credited to their account

after their first full day of work in each subsequent fiscal year.

3. Unit members who have been in regular paid status for less than six (6) calendar months shall earn sick leave on a monthly basis. The sick leave earned shall be placed on the unit member's account at the end of the month and may only be used after it is earned. A unit member may not use more than six (6) days of sick leave during the first six (6) months of service.
4. Overtime and extra time shall not count toward sick leave earned or credited. However, a ten (10)-month unit member working during the summer recess may earn additional sick leave for the time worked.
5. Unit members who have been in regular paid status for six (6) calendar months shall have the appropriate amount of sick leave credited to their account for the remainder of that fiscal year. Such credit shall include unused sick leave from the first six (6) months in regular paid status.
6. Payment for sick leave shall be at the rate which the unit member would have received if he/she had worked during the period of sick leave.
7. Sick leave is charged in one-quarter ( $\frac{1}{4}$ ) hour increments.
8. Doctor or dentist appointments may be charged to sick leave if they cannot be scheduled outside of the unit member's work hours.
9. Pursuant to Labor Code Section 233, unit members shall be entitled to use up to a maximum of one-half ( $\frac{1}{2}$ ) of their annual entitlement to sick leave to attend to an illness of a child, parent, spouse or domestic partner. For the purposes of this provision, "child" means biological, foster or adopted child, a stepchild, a legal ward, a child of a person standing in loco parentis, or a child of a domestic partner; "parent" means a biological, foster or adoptive parent, a stepparent, or a legal guardian; and "domestic partner" is defined in accordance with the provisions of Family Code. Unit members shall comply with the procedures governing use of sick leave set forth in the contract and shall indicate on the leave form that the unit member is using "family sick leave".

This entitlement does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act or the California Family Care Leave Act.

10. An absence due to personal illness or injury which exceeds five (5) days shall be supported by a written statement of a licensed health care provider giving the first and last date of disability (in the health care provider's best judgment); and the date the unit member is able to return to duty. A health care provider's statement shall be submitted for absences of shorter duration if required by the appropriate site administrator based upon a reasonable suspicion of such sick leave abuse. Site administrators shall notify the unit member in writing if verification from a health care provider will be required for future sick leave absences of less than five (5) days duration. Failure to provide said verification may result in disciplinary action and/or

Unpaid Leave of Absence for the day(s) in question.

11. A unit member who is laid off or on a Board-approved leave of absence shall not be eligible to use sick leave.
12. Unit members receiving Worker's Compensation benefits may use sick leave after exhaustion of occupational leave, provided that the sick leave payments in addition to the Worker's Compensation benefits do not exceed the unit member's salary at the time of injury.
13. Unit members who terminate from the employment of the District after using more sick leave than they have earned shall have the excess sick leave compensation deducted from their final pay warrant. If for any reason the full deduction cannot be or was not made from the final pay warrant, the unit member shall be required to reimburse the District for that amount of sick leave received.
14. Unit members absent on sick leave shall inform their supervisor that they are returning to work the day before doing so in order that a substitute will not be hired for that day. If a unit member fails to so notify the supervisor before returning, and a substitute is hired for that day, the unit member shall be placed on leave without pay for that day at the discretion of the District.
15. There shall be no direct payment for unused sick leave upon separation from the District. Upon retirement, accumulated sick leave shall be credited to the retirement account of unit members belonging to PERS, in accordance with State Law.
16. Unit members are subject to disciplinary action for abuse of sick leave.
17. Unit members reinstated after layoff, shall be credited with unused sick leave as of the date of layoff, provided that it has not been transferred to another school district or credited to the retirement account of unit members belonging to PERS. Unit members who accept employment in another district may transfer unused sick leave to the district. Should the unit member return to the District, he/she may transfer any residual unused sick leave back to the District.
18. Unit members with more than six (6) calendar months in regular paid status may use vacation time for absences due to illness or injury after exhaustion of sick leave.
19. Unit members with six (6) calendar months or more of service who have exhausted sick leave and vacation leave during absence due to illness or injury may use extended sick leave, subject to the provisions noted in that section.
20. A unit member who exhausts all paid leave during an absence due to injury or illness shall be placed on a re-employment list for a period of thirty-nine (39) months. At any time during this thirty-nine (39) months that the unit member able to return to work, he/she shall be employed in the first vacancy in the classification of the previous assignment, provided he/she has greater seniority than other unit members eligible for re-employment in the classification.
21. The re-employment lists of those unit members on layoff and those unit members

unable to work because of illness or injury shall be merged. The unit member's rank on the re-employment list shall be based on length of service as defined by the Education Code.

22. A unit member on extended sick leave does not earn additional sick leave.
23. Unit members shall not undertake any form of employment while on sick leave.

**D. Neutral Medical Opinion**

In any case under Sick Leave and Extended Sick Leave in which a dispute arises as to a medical opinion, the matter will be referred to the American Medical Association of Alameda County by letter requesting the names of three (3) specialists in the area of specialization in which the dispute arose. The unit member will then choose any of the three (3) physicians, whose opinion shall be controlling. Cost of the third-party specialist shall be borne equally by the unit member and the District.

1. This procedure will be carried out as expeditiously as possible. Nothing contained herein shall prevent the parties from referring the matter to a mutually acceptable physician in place of referring it to the Medical Association, as provided above, and the opinion of this physician shall be likewise controlling.
2. The unit member may be required to provide the Human Resources Division only with the following:
  - a. Certification of the specific illness, injury or disability by the unit member's physician, and
  - b. The first day of absence, the date of examination by the physician, and the expected date of return.
3. The provisions of this section shall not apply to Occupational Leave.
4. The District Physician/Health Services Consultant and Legal Advisor shall be the only District unit members authorized to have access to the District requested and maintained medical information, other than that referred to in No. 2 above. All such records and information shall be maintained in confidence by the District Physician/Health Services Consultant, except that he/she may inform the Human Resources Division of his or her opinion as to whether the unit member is capable of returning to work and when.

**E. Extended Sick Leave**

A unit member with more than six (6) calendar months in regular paid status shall be credited with one hundred (100) days per year at one-half ( $\frac{1}{2}$ ) the unit member's regular straight time rate of pay for use when absent due to injury or illness, whether or not the absence arises out of or in the course of employment, under the following conditions:

1. Benefits under this section may only be used after accrued sick leave, occupational leave, vacation, and other paid leave have been exhausted and a five (5) consecutive working day waiting period without pay has elapsed for each absence.

2. A statement by a licensed physician or a practitioner to whom the unit member was referred by a licensed physician, confirming the unit member's injury or illness must be submitted to the Human Resources Division for each occasion for which extended sick leave is requested.
3. A unit member must have been in a paid status for at least one (1) workday in a fiscal year before qualifying for credit for extended sick leave for that year.
4. The number of days of extended sick leave used under this section shall not exceed one hundred (100) days in any given fiscal year or for any given illness or injury-, and the number of days of extended sick leave available for use will in all cases conform to and be determined by Education Code.

**F. Drug and/or Alcohol Dependency**

The unit member shall be permitted to use sick leave and extended sick leave for alcohol and/or drug dependency provided that:

1. A disabling condition has been diagnosed by a licensed physician;
2. The right to return shall be subject to verification by a licensed physician designated by the District that the disabling condition no longer exists;
3. If the District has reason to believe that a unit member is suffering from alcohol and/or drug dependency, the District may require an examination at its expense, and if the unit member is determined to have a disabling condition, the unit member may be placed on mandatory sick leave, with the right to return subject to the conditions specified in 2. above.

**G. Other Absences Chargeable to Sick Leave**

Regular unit members may use a maximum of six (6) days of accumulated sick leave in a school year for one or more of the following reasons of personal necessity:

1. Death of member of unit member's immediate family when additional leave is required beyond that provided in Funeral Leave.
2. Accident involving unit member's person or property or the person or property of a member of the immediate family.
3. Appearance in court or before an administrative tribunal as a litigant or party.
4. Illness giving rise to an emergency in the unit member's immediate family requiring the unit member's absence.
5. Immediate family, for the purpose of this provision, is defined as mother, father, grandmother, grandfather, a grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner, child of domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister, or any relative living in the immediate household of the unit member.

6. Regular employees may use a maximum of two (2) days accumulated sick leave in a school year for major personal observances.

## **H. Occupational Leave**

Regular unit members with three (3) or more years of continuous service who are absent from work due to a work-related illness or injury may be placed on occupational leave, if eligible for such leave based on the following terms and conditions:

1. The illness or injury must be compensable under the Worker's Compensation Program.
2. The District will pay to the unit member the difference between his/her regular pay and any temporary disability compensation paid to the unit member by the Worker's Compensation Program for a period not to exceed sixty (60) days in any one fiscal year for the same accident.

The total payment to the unit member from the Worker's Compensation Program and the District shall not exceed the unit member's normal rate of pay.

3. Occupational leave shall commence on the first day of absence.
4. When occupational leave is exhausted, the unit member shall be entitled to use sick leave, vacation leave, or other available leave.

The unit member may not use leave in any manner that would result in his/her receiving more than his/her normal rate of pay.

5. Absence due to occupational leave shall not be considered interruption in service for the purpose of computation of benefits under this Agreement.
6. If a unit member is medically unable to return to full duty after all available leave is exhausted, he/she shall be placed on leave without pay for a period of thirty-nine (39) months.

- a. If the unit member is released to return to work during this thirty-nine (39) months, he/she shall have priority over all other candidates for any position in the same classification in which he/she was working prior to being placed on leave, except as noted in the following paragraph "b."

- b. If there is a conflict between a unit member who has been laid off and a unit member released to return to work as noted above, then that unit member with the greatest number of paid straight-time hours in that classification shall prevail.

7. Occupational Leave is not cumulative from year to year. When an industrial injury or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled, for the same illness or injury, to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

**I. Pregnancy Leave**

1. A leave of absence shall be granted to regular unit members for a period of up to six (6) weeks for a normal pregnancy. During this period of time, unit members may use accrued sick, vacation, or extended sick leave.
2. In the event the pregnancy is abnormal, additional pregnancy leave may be granted for a period which is certified by the unit member's physician, provided:

The unit member has an abnormal and involuntary complication of pregnancy, including but not limited to: puerperal infection, eclampsia, cesarean section delivery, ectopic pregnancy and toxemia.
3. All requests for pregnancy leave shall be submitted by the unit member with an accompanying licensed physician's certification confirming the anticipated date of delivery.
4. Requests for additional leave resulting from complications after delivery shall require a licensed physician's certification as to disability, the fact that the unit member is unable to work, and the anticipated length of absence.
5. During the pregnancy leave, the District shall continue to provide benefits for health, dental, and life insurance.
6. Prior to returning from leave, the unit member shall provide a licensed physician's statement certifying that she is able to return to duty.
7. During an abnormal pregnancy leave or postnatal disability leave, the unit member shall submit a licensed physician's statement confirming the disability at least once every two (2) weeks in order to be entitled to paid leave.
8. The District reserves the right of medical review for purposes of determining the unit member's fitness to perform her duties.

**J. Military and Peace Corps/VISTA Leave**

1. The District shall abide by the provisions of the applicable State and Federal Laws with respect to leave for military service.
2. The District may grant leave of absence without pay for a maximum of two (2) years for service in the Peace Corps or in VISTA.

**K. Funeral Leave**

1. In the event of a death in the immediate family of a regular unit member, the unit member shall, upon request, be granted time off with pay as is necessary to make arrangements for the funeral and attend same not to exceed three (3) regularly scheduled work days, or a maximum of five (5) work days if out-of-state travel is required.
  - a. If out-of-state travel is required, the unit member shall provide proof of death

(obituary notice, funeral notice, death certificate or other proof of death), proof of the relationship and proof of travel.

- b. Immediate family, for the purpose of this provision, is defined as mother, father, grandmother, grandfather, a grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner, child of domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister unit member, or any relative living in the immediate household of the unit member.
- 2. A funeral leave not to exceed one (1) day with pay may be granted to a unit member to attend the funeral of other close relatives or in-laws. Established close relatives and in-laws are defined as uncle, aunt, first-cousin, nephew, niece, sister-in-law, and brother-in-law.
- 3. Time off without pay may be granted for attendance at the funeral of a distant relative or close friend.

#### **L. Jury Duty**

Regular unit members shall be granted leave for jury duty, when the unit member does not request an exemption, subject to the following terms and conditions:

- 1. The unit member shall receive his/her regular salary less any juror's fees received.  
Court paid expenses, such as transportation, parking, meals, etc., may be retained by the unit member.
- 2. The unit member shall submit a certificate of jury service together with the endorsed juror fee check, personal check, or money order to the District's Payroll Office.
- 3. Unit members who are scheduled to report for jury duty two (2) or more hours beyond the beginning of their normal work day shall report to work before reporting for jury duty. Unit members released from jury duty two (2) or more hours before the conclusion of their normal work day shall report to work for the remainder of the workday.

#### **M. Court Appearances**

A unit member subpoenaed as a witness in a court proceeding shall not suffer any loss of pay due to such absence, provided that the unit member pay to the District any witness fees received.

- 1. Such leave shall be for a maximum of six (6) workdays.
- 2. If additional time beyond the six (6) days is required, the unit member may request that such additional time be charged against his/her sick leave account as "Other Absences Chargeable to Sick Leave."
- 3. A unit member who wishes to attend a judicial proceeding as an interested party or as a volunteer witness may request leave without pay. Vacation time may be used



for this purpose, if the unit member wishes.

**N. Personal Leave**

Effective July 1, 2006, a maximum of four (4) days of personal leave without loss of pay per fiscal year shall be granted to each permanent unit member for use for personal reasons, subject to the following provisions:

1. Requests for use of personal leave shall be made in writing at least three (3) days prior to the commencement of the leave. Exception to the three (3) days advance notice requirement may be made if the reason for the leave is verified to be an emergency reason which prevented advance notice.
2. Personal leave may be used to extend holiday or vacation leaves.
3. The District shall determine how many unit members may be absent for personal reasons on any given day.

**O. Leave for Public Office**

A unit member elected or appointed to public office shall be granted leave without pay for the duration of his/her term, if so requested by the unit member.

**P. Leave of Absence Without Pay**

Leave without pay is an approved absence from service granted to a permanent unit member for a prescribed period of time.

1. Leave without pay for one (1) day or less may be granted with prior authorization, which need not be in writing. Upon the unit member's return, the absence shall be reported on the appropriate District form.
2. Leave without pay for sixty (60) working days or less may be granted to unit members with prior written authorization without loss of position or continuity of employment. For unit members with five (5) or more years of District service, such leave may be granted for up to ninety (90) working days with prior written authorization without loss of position or continuity of employment.
3. Unit members' leave without pay for more than sixty (60) working days – ninety (90) working days for unit members with five (5) or more years of District service – to a maximum of one (1) calendar year may be granted with prior written authorization, for one of the following reasons: education which will directly increase job effectiveness, family responsibility, or personal health.

Such leave shall be without guarantee of return to the position left, and shall normally not be granted for more than one (1) calendar year. If the approved leave without pay begins after the start of the regular work year, the leave without pay shall not continue past the last day of that regular work year.

During such leave unit members waive District benefits, including service credit.

- a. A unit member returning from such leave will have preferential rehire status with regard to new hires; but
  - b. Such unit member will compete on equal terms for an open position with regard to persons already employed by the District.
  - c. A unit member not selected for an open position within thirty-nine (39) months of the last day of his/her leave shall be considered to be terminated from District employment and shall have no further reemployment rights or employment status.
4. Leave without pay is granted at the sole discretion of the District. Failure of the District to approve such leave shall not be subject to the grievance procedure specified in Article 27 – Grievance Procedure.

**Q. Terms and Conditions for Leaves**

1. The terms and conditions for leave shall be stated in the letter of leave approval, or on the appropriate District form.
2. The leave may be revoked immediately if an emergency is declared by the Board of Education or the Superintendent or designee. In non-emergency situations, two (2) weeks' notice will be given the unit member. The unit member may return before the conclusion of the two-week period, if mutually agreed upon by the District and the unit member.
3. During any leave of absence without pay, a unit member must have been in paid status for at least one (1) day during a particular calendar month in order to receive District contributions to insurance plans for that month.
4. Leave without pay is granted at the discretion of the Board of Education. Leave without pay exceeding one (1) calendar year may be granted at the sole discretion of the Board of Education.
5. Unit members do not accrue sick leave, or vacation credits, or accrue service credit during unpaid leave.
6. All vacation due a unit member shall be used before taking leave of more than thirty (30) days.
7. Unit members on regular sick leave, vacation leave, or other fully paid leave continue to accumulate sick leave, vacation leave, and accrue service credit. But sick leave and vacation leave which are accumulated while a unit member is on sick leave or vacation leave may not be used until the unit member returns to work from leave.

**R. Benefits Upon Return From Leave**

1. The time spent on leave without pay shall not be counted toward service requirements for additional vacation benefit.

2. Upon return from layoff, or any form of leave, an employee shall be entitled to unused or unpaid sick leave and vacation leave in effect at the time of separation, unless transferred to another district.

**S. Move to Certificated Service**

1. Any unit member who moves from the classified service to the certificated service shall be deemed to be on leave without pay from the classified service for a period of thirty-nine (39) months.
2. A unit member who qualifies for teacher certification may be granted a temporary leave of absence for substitute or other temporary certificated service to meet the immediate needs of the District. Such leave shall be limited to a total of fifteen (15) days per calendar month, and shall be without loss of health, dental, disability, and life insurance benefits. Such leave shall be granted and terminated at the sole discretion of the District. A unit member granted such leave shall have the right to return to his/her original position.

Such leave shall be granted and terminated at the sole discretion of the District. Any request shall not be unreasonably denied. An employee granted such leave shall have the right to return to his/her original position.

Unit members will request a substitute for their permanent position every time this leave is requested. Notification of site administrator by the unit member will be required.

**T. Absence**

Unit members who anticipate an absence from work shall inform their site administrator as far in advance as possible.

1. The unit member shall inform the site administrator of the reason for the anticipated absence and the expected time of return.
2. Unit members who are unable to inform their site administrators in advance shall do so as soon as reasonably possible.
3. In the event of the unavailability of the site administrator, the unit member shall first call the work site and leave a message for the site administrator and the Human Resources Division whenever a substitute is required. Paraprofessionals are required to call the Classified Substitute Office.
4. If proper notice is not given, the unit member shall not be paid for that period of absence.

**U. Administrative Leave**

The District may place a unit member on leave with pay without prior written warning or approval, for a period not to exceed twenty (20) workdays, in order for the District to review or investigate.

1. Such leave must be confirmed in writing to the unit member not later than two (2) working days after the leave is effective. The notice must include the specific reason and the estimated duration of the leave.
2. The OSEA/SEIU shall be informed of all administrative leaves in writing.
3. Upon conclusion of such leave, if no decision has been reached, the leave may be extended by the District upon written notice to the unit member as specified in paragraph 1. above.
4. Nothing in this section shall be construed as preventing the District from taking disciplinary action against the unit member for just cause.
5. Paid Administrative Leave is contingent on the unit member being able and available to work.
6. In as much as the unit member is on paid status, the unit member shall be available to the District during regular business hours by telephone or in person as directed by Human Resources or the designated manager.

#### **V. Family Care and Medical Leave**

The District will provide leave consistent with the Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA"). Unit members may be eligible for protected leave under FMLA/CFRA for any of the following circumstances:

- Birth of a child for the purposes of bonding;
- Placement of a child in the employee's family for adoption or foster care;
- For the serious health conditions of the employee's child, parent or spouse;
- For the employee's own serious health condition;
- Exigency leave and caregiver for qualifying relatives of military members.

Unit members who need to take time off from work are advised to contact Human Resources to determine if they may qualify for FMLA/CFRA leave under this section (see also Administrative Regulations 4161.8 – Family Care and Medical Leave).

#### **W. Maternity, Paternity and Adoption Leave**

1. Maternity Leave: A regular unit member may request an unpaid leave prior to and following pregnancy leave to a maximum period of one (1) year.
2. Paternity or Adoption Leave: A regular unit member whose spouse is pregnant, or a unit member who is adopting a child, may request a leave without pay for a period of a maximum of one (1) year.
3. Any leave authorized under provisions of this section will run concurrently with any leave authorized under provision of Family Care and Medical Leave.

**X. Non-District Related OSEA/SEIU Business**

At the sole discretion of the District, the District may grant a unit member a leave of absence without pay of up to six (6) months for the purposes of doing Non District Related OSEA/SEIU business. The leave of absence without pay may be extended an additional six (6) months by mutual agreement. A unit member on OSEA/SEIU leave shall experience no loss of seniority, benefits and shall be guaranteed their same classification, hours and site/department upon return.

**ARTICLE 6 - HEALTH AND WELFARE BENEFITS**

**Effective July 1, 2009 through June 30, 2010 sections A – I are applicable. From July 1, 2010 through the end of this agreement, the parties have agreed to negotiate health and welfare benefits through Health Benefits Improvement Committee (HBIC) pursuant to the HBIC agreement. (See Appendix 3)**

The District shall provide health, dental, vision, and life insurance to qualifying unit members covered by this Agreement subject to the terms and conditions outlined below. The District will provide descriptions of all health and welfare benefit coverage to each employee.

**A. Health and Dental Insurance**

1. The unit member must enroll for health and dental coverage within thirty (30) days of hire. Thereafter, he/she may only enroll during the District's open enrollment period.
2. All new employees shall have a six (6) calendar month in regular paid status waiting period before being eligible for District funded health and dental insurance benefits.
  - a. During the six month waiting period an employee will be assisted in purchasing private medical coverage.
  - b. In the event that a probationary employee (who is not eligible for District contributions to health and dental plan coverage) obtains his/her own coverage under any plan available under this Agreement, the District will reimburse the employee after he/she obtains permanent status up to the District's maximum contribution for individual coverage under the District's least expensive plan upon presentation of proof of purchase and proof of payments during the probationary period. If the employee is part-time, the percentage shall be prorated, as noted in this Article.
3. It is agreed that the plan document for medical and dental benefits is incorporated in this Agreement as if set forth in full.
4. If a National or State Health Plan is enacted during the term of this Agreement which provides for mandatory employer contributions, the District's contributions shall not exceed the maximum monthly premium amounts provided for in section A of Article 6 Health and Welfare Benefits.

**B. Health Insurance**

- Effective July 1, 2006 and thereafter, the following changes shall be made in the Plan designs of the Least Expensive Health Maintenance Organization ("LEHMO", currently Kaiser) and Second Health Care Provider ("SHCP", currently HealthNet):

LEHMO	Co-Insurance						Dental & Vision Life, AD&D, LTD
	Professional Services			Prescriptions			
	OV	IP	ER	Gen.	Brand	Form	
2006-2007	\$10	\$250	\$100	\$10	\$30	N/A	fully covered
2007-2008	\$15	\$250	\$100	\$10	\$30	N/A	fully covered

SHCP	Co-Insurance						Dental & Vision Life, AD&D, LTD
	Professional Services			Prescriptions			
	OV	IP	ER	Gen.	Brand	Form	
2006-2007	\$15	\$250	\$100	\$10	\$30	\$50	fully covered
2007-2008	\$20	\$250	\$100	\$15	\$35	\$55	fully covered

OV - Office Visit    IP - Inpatient Care    ER - Emergency Room Visit

- Effective September 1, 2006, unit members shall pay half the difference between the LEHMO and the SHCP monthly premium rates, which shall be deducted beginning with the September 30, 2006 payroll.
- Beginning in fiscal year 2006-2007, the District will also offer a cash-in-lieu program to eligible unit members (i.e., full-time benefit eligible unit members) who elect, pursuant to the Districts' procedures and eligibility requirements, to not take the District health and medical benefits and the District shall pay two hundred fifty dollars (\$250) per month to each unit member not taking health and medical benefits so long as the unit member remains eligible.
- Effective July 1, 2006 and each school year thereafter, the District shall set up and maintain an IRS 125 plan. Unit members may elect to participate in this plan to make pre-tax contributions for payments of medical co-pays, deductibles and any other legally allowable purpose.
- Effective July 1, 2007, all unit members shall pay one-half of one percent (0.5%) of salary for the health and welfare benefits via monthly payroll deduction.
- There shall be a reopener regarding health & welfare benefits in this Article 6 July 1, 2008.

7. Subject to the limitations indicated above, the District's maximum monthly contribution to the unit member's health insurance shall be as follows:

<u>Percentage of Full-Time Employment</u>	<u>Percentage of District's Maximum Contribution</u>
75% - 100%	100%
50% - 74%	75%
25% - 49%	50%
1% - 24%	25%

8. When the District and the employee share costs of health insurance, the District shall only contribute toward the cost if the employee pays the remainder.
9. The District may offer to eligible unit members Preferred Provider Organization (PPO) health plans, which would include doctors, hospitals and prescription facilities, and which would offer subscribers to the District plan discount(s) to the unit member and/or the District, provided that the District notify OSEA/SEIU 1021 before offering a PPO, subject to provisions in Article 42, "Meet and Confer".

#### C. Dental Insurance

1. Full-time employees are eligible for basic dental insurance benefits based on the following lengths of employment:

<u>Months of Continuous Employment after Eligibility</u>	<u>Percentage of Benefits</u>
1-12 months	70%
13-24 months	80%
25-36 months	90%
37 months or more	100%

- a. The orthodontic benefit for eligible dependents of full-time employees shall be 50% of the cost, regardless of the length of service, up to a \$500 maximum District contribution per course of treatment.
- b. The prosthodontic and implant benefit for full-time employees shall be 50% of the cost, regardless of the length of service, up to the total \$1,500 maximum District contribution per patient, per year.
- c. Part-time employees are eligible for basic dental benefits on the following schedule:

<u>Percent of Full-Time Employment</u>	<u>Percent of Full-Time Employee Benefits</u>			
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>Thereafter</u>
75-100% (Plan A)	70%	80%	90%	100%
50- 74% (Plan B)	52.5%	60%	67.5%	75%

25- 50% (Plan C)	35%	40%	45%	50%
1- 24% (Plan D)	17.5%	20%	22.5%	25%

**D. Vision Insurance**

The District shall provide vision insurance to all qualifying unit members and their dependents in regular paid status in accordance with the provisions of the plan.

**E. Life Insurance**

The District shall provide a \$10,000 life insurance benefit to all unit members in regular paid status.

**F. Long-Term Disability Insurance**

The District agrees to provide long-term disability insurance to the employees covered by this Agreement, subject to the following terms and conditions:

1. Eligible employees shall receive two-thirds of the first \$1,200 of basic pay per month, plus one-third of basic pay above \$1,200, to a maximum total benefit per month of \$1,200. The maximum total benefit per month of \$1,200 shall include any other public disability payments (i.e., social security, worker's compensation, retirement and the District's extended illness leave).
2. All employees covered by this Agreement who are employed by the District on the date that this Agreement is signed are covered by the District's long-term disability insurance program.
3. All persons hired after December 8, 1977 must be in regular paid status for six (6) calendar months before they shall be covered by the District's long-term disability insurance program. The maximum period of benefits for such new hires shall be two years.
4. Long-term disability benefits are available to any eligible employee who has been certified as being unable to perform his/her duties due to physical or mental disability, regardless of whether such disability is job related.
5. Long-term disability benefits shall become effective 60 days after the first day of disability, or upon the expiration of other fully paid leave benefits, whichever comes last.

**G. COBRA**

The District recognizes its legal obligation under the COBRA legislation and will continue to implement the statutory requirements of COBRA.

**H. Liability Insurance**

The District shall cover all unit members with liability insurance when they are working to protect them against individual claims.



## **I. Health Benefits Governance Board**

Health Benefits Governance Board: The collectively negotiated agreement between the District and Signatory Unions regarding health and welfare benefits (See Health Benefits Governance Board Agreement) supersedes all existing collectively bargained agreements between the Association and the Employer regarding health and welfare benefits plans.

## **ARTICLE 7 – RETIREMENT AND ANNUITY PLANS**

### **A. Public Employees Retirement System (PERS)**

The District contracts with PERS to provide retirement benefits to eligible unit members covered by this Agreement. PERS, not this Agreement, defines eligibility, vesting rights, and types of benefits.

### **B. Public Agency Retirement System (PARS)**

Unit members who work less than four (4) hours per day and do not qualify to participate in PERS shall enroll in PARS. The District and the unit member shall each make regular contributions of three and three-quarters percent (3.75%) to PARS. PARS, not this Agreement defines eligibility, vesting rights, and types of benefits.

### **C. Annuity Program**

The District shall contribute seven percent (7%) of a qualifying unit member's annual base salary to the Annuity Program on behalf of the individual unit member, after the unit member has met the vesting requirement and worked for the District for five (5) full years in regular paid status of four (4) hours or more per day, beginning with the unit member's first probationary date.

Unit members may receive the appropriate contribution in their individual Annuity Program account, in accordance with the provisions of the plan, upon termination of employment or upon permanent disability.

The District agrees to maintain the Board of Trustees for this bargaining unit for the life of this Agreement. This Board of Trustees shall be composed of five members, three appointed by OSEA/SEIU 1021 and two appointed by the District.

## **ARTICLE 8 – POSTING**

A summary of all available unit positions in the District with a salary range at the Intermediate Clerk-Typist level position and above and all School Security Officer positions which are for five (5) or more hours per day shall be posted. The posting shall be for a minimum of five (5) workdays, during which time only qualified members of the classified personnel service then employed by the District who submit an internal applicant preference form shall be interviewed.

- A. Each site administrator shall ensure that the vacancy is posted on EdJoin or at the various sites for five (5) workdays.
- B. The summary of available classified positions shall list the classification, title, location, salary range, and work hours, if beyond the normal workday. No position shall be filled

without proper posting.

- C. All positions for this unit will contain the phrase "Agency Shop Position".
- D. After being posted internally for five (5) workdays, external applicants may be considered.
- E. A newly-hired unit member may not apply for a vacancy for a period of one (1) year from the original date of hire. Unit members seeking lateral positions (from one position to another in the same job classification) may not apply for a new position for a period of one (1) school year or the remainder thereof. The provisions of this section do not apply when a unit member's position has been eliminated due to a layoff.
- F. Paraprofessional Unit Members - No posting shall occur during winter or spring recess, except when immediate District needs, as determined by the District, require posting during these periods.
- G. Paraprofessional Unit Members - Initial postings for all six (6)-hour positions shall be restricted to unit members. If the District determines that no unit member applicant is qualified, or if no unit member applies, the District may repost with no restrictions.

#### **ARTICLE 9 – NON-DISCRIMINATION**

The District shall not discriminate against a unit member **covered by this Agreement** on the basis of sex, race, color, religious creed, national origin, ancestry, age over 40, marital status, pregnancy, disability, medical condition, Vietnam-era veteran status, actual or perceived sexual orientation, or membership in OSEA/SEIU or participation in its activities. Disabled unit members may request reasonable accommodation. The District shall comply with all State and Federal Laws and District Board Policies and Administrative Regulations.

#### **ARTICLE 10 - PERSONNEL SELECTION**

Employment, assignment, and promotion are the sole right of the District. In the event of a vacancy, the most qualified applicant shall be selected. When there are qualified internal applicants for an existing promotional position during the internal posting period provided by Article 8, a qualified internal applicant who is the most qualified shall be selected for the position. An internal applicant shall not be considered qualified if s/he has received a suspension or is on a performance improvement plan that will result in further disciplinary action. If the top internal applicants are substantially equal in qualifications:

- A. The District's Non-Discrimination Policies shall be given priority; otherwise,
- B. Seniority shall be the deciding factor.
- C. The Human Resources Division shall notify all unit members not selected for the position in writing within ten (10) working days.
- D. If no unit member is selected, the written reason for such non-selection shall be available to OSEA/SEIU within ten (10) days after receiving a written request from OSEA/SEIU.
- E. Upon written request of the applicant or OSEA/SEIU, the District will provide pertinent information about the applicant's non-selection within fifteen (15) work days of such

request.

#### ARTICLE 11 – APPOINTMENT

Personnel shall be employed in this bargaining unit subject to approval by the Board of Education.

- A. Prior to beginning employment, the unit member shall be informed in writing of the date of employment by the Human Resources Division.
- B. In the event that a unit member is notified that he/she has been employed by the District, and the employment is not approved by the Board of Education, the unit member shall be due to provisions in Education Code 44836, employment of persons convicted of sex offenses or narcotics offenses, Education Code 44837, employment of sexual psychopath, and/or because it is determined that a fraudulent application had been filed. **In such circumstances, the District will compensate the unit member for the actual days of work.**

#### ARTICLE 12 - DUAL UNIT EMPLOYMENT

The total hours of any unit member who is regularly employed in another unit shall be combined for the purposes of qualifying for any benefits provided under this Agreement, provided the unit member waives similar benefits in the other unit(s), and provided further that no unit member may receive benefits for more than full-time employment.

#### ARTICLE 13 - CLASSIFICATIONS

- A. All unit members covered by this Agreement work in particular classifications. Their duties and responsibilities are set forth in job descriptions maintained by the District, which are available to unit members upon request.
- B. Unit members shall not be required to perform duties on a regular basis which are not fixed and prescribed for their classifications.
- C. The OSEA/SEIU shall have the right to meet and confer with the District upon request with regard to changes in job descriptions that impact upon wages, hours, and working conditions.
- D. Individual Reclassification
  - 1. A unit member or the District may submit a request to the District Reclassification Committee for the purpose of reclassifying one classification (position) to another classification (position) within the bargaining unit.
  - 2. Consideration for reclassification will be based on significant, ongoing, permanent changes in the scope, complexity and/or level of responsibility of the unit member's current classification.
  - 3. Reclassification requests must be submitted between October 1<sup>st</sup> and November 30<sup>th</sup> in accordance with the Reclassification Committee's procedures. A date stamped copy of the unit member's request shall be provided to the unit member and the OSEA/SEIU. Any reclassification that is ultimately granted shall be contingent

upon, and effective from the date funding for reclassification is secured by the site administrator.

4. Decisions of the Reclassification Committee are final and are not subject to the provisions of the Grievance and Arbitration Procedure listed herein.

#### **ARTICLE 14 - TESTING**

The District agrees to meet and confer with OSEA/SEIU prior to administering a bona fide occupational requirement-related test, as supported by a District-approved job description. Tests to determine qualifications or eligibility shall be coordinated by the Human Resources Division. Tests will not be administered by site administrators or department heads. The Human Resources Division shall establish a schedule of required tests, and unit members may take such tests as scheduled without restriction.

#### **ARTICLE 15 - NEW TECHNOLOGY**

- A. "New technology" is defined as the introduction of automated machinery, which causes the direct elimination of work or alters work by requiring a higher level of skill.
- B. A unit member whose work is altered by new technology and is now required to have a higher level of skill shall be given on-the-job training, provided that such a unit member has demonstrated the necessary basic knowledge and skills.
- C. A unit member whose job is eliminated by new technology may be laid-off, reassigned, or transferred.
- D. Nothing in this article shall cause productivity to be limited, increase the time required to do any work, or restrict the District's use of new technology.
- E. The District agrees to notify the Union prior to its implementing any electronic equipment distinguished as "voice recognition" on a District-wide basis.

#### **ARTICLE 16 - PROMOTION**

- A. A unit member selected for a promotional position shall be promoted and/or transferred to his/her new assignment within fifteen (15) workdays after the selected unit member has been given official notice by the Human Resources Division. A substitute shall be placed in the position vacated by the promotee until a qualified replacement is appointed.
- B. No new probationary period shall be served after promotion of a permanent unit member to any other classification or location covered by this Agreement.
- C. A unit member who serves as a substitute or temporary unit member in another classification for 195 days during a fiscal year shall gain regular status in that classification on the 196th day.

All vacant promotional positions shall be posted and filled within sixty (60) calendar days. When a position remains vacant due to a long-term leave, the most senior unit member at that worksite capable of performing the duties shall be offered to perform the higher level duties pursuant to Article 3.G. (Adjustment Pay).

- D. When there are qualified internal applicants for an existing promotional position during the internal posting period provided by Article 8, a qualified internal applicant shall be chosen for the position.

#### **ARTICLE 17 - ABSENCE OF TEACHER – PARAPROFESSIONAL UNIT MEMBERS**

Unit members shall not assume sole responsibility for classroom management or instruction.

- A. Unit members shall not be required to serve in the place of an absent teacher whose place would normally be filled by a certificated substitute teacher.
- B. In an emergency situation, a unit member may be required to assume the supervision of a class, provided a certificated unit member has been specifically designated to assume responsibility for the class. Such temporary supervision by a unit member normally shall not exceed one (1) hour. When such instances occur the unit member will be paid at the rate of one and one half (1 ½) times the unit member's straight time rate.
- C. In a non-emergency situation, a unit member may be required to assume the supervision of a class if the teacher is temporarily absent from the classroom. If the teacher's absence exceeds thirty (30) minutes, the unit member shall notify the site manager, who shall immediately provide appropriate direct supervision of the class.

#### **ARTICLE 18 – TRANSFER**

Transfer made by the District shall be subject to the following conditions:

**A. Definition**

A transfer is the movement of a unit member from one position to another position the same classification in another department or work site, or to another classification having comparable levels of duties and responsibilities and the same maximum rate of pay. A transfer can be voluntary or involuntary.

**B. Voluntary Transfer**

A voluntary transfer is a transfer initiated by at the request of the unit member and shall be limited to one (1) lateral transfer per school year thereafter, provided that the unit member's job performance is satisfactory and the unit member meets the minimum job-related qualifications. A newly-hired regular unit member is not eligible for transfer during her/his first twelve (12) months of employment with the District. A unit member wishing to transfer from one work site or department to another shall request such transfer in writing to the Human Resources Division.

The Human Resources Division shall maintain a file of unit member requests for voluntary transfer for each fiscal year (July 1 – June 30).

**C. Involuntary Transfer**

An involuntary transfer is a change in the unit member's department or work site, when the District deems such a change to be necessary for the benefit of a department, school, or program; for the protection or morale of the unit member, or of other unit members; or for

other reasons related to the legitimate needs of the District. In a non-emergency situation, before any request for an involuntary transfer is acted upon, the unit member must be notified in writing that an involuntary transfer is being made and no such transfer shall be made without five (5) work days' notice. The Director of Human Resources or designee shall review/assess and approve in writing, all non-emergency requests.

An involuntary transfer shall not be arbitrary and/or capricious.

## **ARTICLE 19 – LAYOFF**

### **A. Definitions**

1. Layoff is defined as the termination or reduction of a unit member's regular work assignment, or re-assignment to a lower classification or lower rate of pay, due to lack of work or lack of funds.
2. Seniority is defined as hours worked in paid status by probationary or permanent unit members, whether during the school year, holiday, recess or any period during which a school is in session. Over-time hours are not counted. Seniority is accumulated in any classification in which the unit member holds regular paid status. Unit members who move to an equivalent or higher classification also continue to accumulate seniority in the former (equivalent or lower) classification. (Prior to 1971, seniority was accumulated by days worked in paid status; after 1971, seniority was accumulated by hours worked in paid status.) Unit members who move to a lower classification retain their seniority in their former (higher) classification.
3. Displacement ("Bumping") Rights are rights of a unit member facing layoff to displace another unit member with less seniority in any classification in which the affected unit member holds seniority.
4. Reassignment is a change in physical location within the same classification not involving a change in months, days or hours of work, but caused by a lack of work or lack of funds.

### **B. Procedure**

1. Layoffs occur in reverse order of seniority by classification. Any unit member subject to layoff has the right to replace the least senior person in any classification in which the unit member has seniority, who is working the same number of months, days and hours. However, the unit member also has the right to replace a unit member working fewer months, days and hours, but must replace the least senior unit member in that category. Any unit member subject to layoff has the right to not less than forty-five (45) days prior notice.
2. In any case in which a volunteer, rather than the least senior unit member, could be laid off, the District shall seek volunteers by posting the assignment for fifteen (15) work-days, provided that such posting may be done during the forty-five (45) day notice period. If no volunteers seek the assignment, the layoff shall stand. Whenever a reassignment is necessary, the District shall follow the same procedure

as it does for layoffs.

3. The District agrees that under law the District is obligated, upon written request, to negotiate the effects of layoff.

#### **C. Re-employment Rights**

1. Unit members who have been laid off shall have the right to re-employment in any classification in which they have seniority for a period of 39 months. Unit members who have been laid off by virtue of a reduced work assignment shall have reemployment rights for an additional 24 months (for a total of 63 months). In the event of competing claims to any position, the unit member with the greatest seniority shall prevail. Any unit member who has been laid off and applies for a posted vacancy shall have preference by being treated as an internal candidate under Article 10 and 16 for any position for which he or she is qualified but has no seniority in the classification. Any unit member who retires in lieu of layoff shall retain re-employment rights for a period of 39 months.
2. If a unit member who has been laid off by virtue of a reduced work assignment returns to a position with more months, days and/or hours by exercising his/her re-employment rights, the resulting vacancy shall be subject to claims of re-employment by other laid off unit members.
3. A unit member who is offered re-employment with the District shall have three (3) workdays in which to accept or reject the offer. If the offer is to the same position as that from which the unit member was laid off, then rejection of the offer will mean that the unit member will only be eligible for re-employment after all other laid off unit members have been offered re-employment. If the offer is not to the same position, then rejection of the offer will have no effect upon the affected unit member's reemployment rights. The unit member shall have at least two (2) weeks to report for duty. If the unit member is unable to accept the offer for medical or other disabling reasons, rejection will have no effect upon re-employment status.

#### **D. Reclassification**

1. The reclassification of a position, which results in the unit member in the position no longer being qualified for continued employment, shall constitute a layoff.
2. Nothing contained herein shall prevent the upward reclassification of a position occupied by a unit member, which results in the unit member remaining in that position.

#### **E. Options and Alternatives with Regard to Layoff**

The District will exert its best efforts to afford unit members subject to layoff the broadest possible choice in readjusting. The District will discuss with the unit member all alternatives for the purpose of allowing the unit member to make the most informed decision possible, as outlined in the 1976 "Layoff Procedures for Classified Employees", under item 2.

**F. Voluntary Demotion**

A voluntary demotion is a change, initiated at the request of the unit member, to a reduced number of hours and/or to a previously assigned or held classification involving a lower rate of pay. A unit member wishing a voluntary demotion shall request such demotion in writing to the Human Resources Division.

**G. Effects of Layoff**

The District shall notify the OSEA/SEIU two (2) weeks in advance of its intended date for sending layoff notices to affected unit members.

**H. Preference for Short-Term and Substitute Work - White Collar**

A unit member who has been laid off shall be given preference for short-term and substitute work in any classification previously worked in upon the written request of the laid off unit member.

**ARTICLE 20 - SENIORITY LIST**

- A. The District will maintain in the Human Resources Division a seniority list for review by unit members. If explanation is needed by the unit member, an appointment will be scheduled at a mutually acceptable time.
- B. Review of the seniority list will not take place during the unit member's work time except pursuant to the grievance procedure. All information available to the District will be made available to unit members in a reasonable period of time. The seniority list will be prepared on a quarterly basis. It will be available both on an alphabetical basis and on a time in classification basis.

**ARTICLE 21 - RETURN TO THE DISTRICT**

A unit member who leaves the employment of the District and then returns to the same classification within a period of one (1) year shall be placed on the salary range and step that the unit member held at the time of leaving the District.

**ARTICLE 22 - PERFORMANCE EVALUATIONS**

- A. Deficiency Notice - Written notice shall be given to a permanent unit member whose work performance is Unsatisfactory. A reasonable period of remediation shall be granted before a performance evaluation is given.
- B. A performance evaluation is an assessment of the unit member's job-related performance. Unit members shall be evaluated by the appropriate supervisor, department head, or administrator. Performance evaluations shall be prepared as follows:
  - 1. A probationary unit member shall be evaluated at least once every three (3) months.
  - 2. After the probationary period, performance evaluations are normally to be completed once a year, but may be done more often when appropriate. Performance evaluations for ten (10)-month unit members shall be completed on or before June



1<sup>st</sup> of each year.

3. All performance evaluations must be discussed with the unit member before they are put into the unit member's personnel file.
  4. Areas of strength shall be noted on the performance evaluation in a specific manner.
  5. Areas of weakness and where improvement is needed shall be noted in writing on the performance evaluation and/or attachments detailing items of concern.
  6. The unit member must be informed of his/her right to respond verbally and/or in writing to the parts of the performance evaluation with which the unit member does not agree.
  7. The unit member shall receive a copy of the performance evaluation and acknowledge receipt by signing the original. In the event the unit member refuses to sign the form or refuses to accept a copy of the form, this information will be noted on the evaluation form, which will be forwarded to the Human Resources Division. The evaluation form will then be included in the unit member's personnel file.
  8. Performance evaluations will be prepared on a standard District form.
  9. A unit member has the right to have a letter of rebuttal attached to a performance evaluation. The unit member shall have ten (10) days from the date of receipt of the evaluation in which to submit a rebuttal letter to the Human Resources Division. The unit member may make a written request to the Human Resources Division for an additional ten (10) days. If the request is received prior to the expiration of the original ten (10) day period, the request shall be granted.
  10. A unit member whose responsibilities include directing the work of other unit members shall not evaluate said unit members.
- C. If a performance deficiency is noted on a performance evaluation, or otherwise brought to the unit member's attention, it shall be in a specific enough manner to give a unit member clear notice of the problem. The evaluator shall offer suggestions for improvement, in writing; and the unit member will then be given a reasonable opportunity to correct the problem before any further action is taken against him/her.
1. When a deficiency is satisfactorily corrected, the unit member shall be so informed, in writing. It shall be presumed that the unit member's performance continues to be satisfactory, unless the unit member has been otherwise notified in writing of less than satisfactory performance and/or a need to improve.
  2. Evaluations shall not be solely based upon hearsay information, but shall be based upon the direct knowledge of the evaluator(s), and shall have a supportable basis.
  3. Unless otherwise agreed by the parties, the proper remedy, if the procedures outlined above have not been properly followed, shall be the removal of the performance evaluation from the unit member's file and/or its destruction. In such cases, a new evaluation may be made.

## ARTICLE 23 - PERSONNEL RECORDS

- A. Personnel records of unit members are to be maintained only in the Human Resources Division.
- B. Materials in personnel records of unit members, which may serve as a basis for affecting the status of their employment, are to be made available for inspection upon request of and by the unit member involved. Such material is not to include ratings, reports, or records which:
  - 1. were obtained prior to the employment of the unit member; and
  - 2. were obtained in connection with a promotional examination.
- C. Every unit member shall have the right to inspect such materials on request, provided that the request is made at a time when he/she is not actually required to render service to the District.
- D. Personnel records of unit members may include information related to:
  - 1. Application of employment;
  - 2. References;
  - 3. Pay and benefits;
  - 4. Training;
  - 5. Education;
  - 6. Honors and awards;
  - 7. Duties and job classifications;
  - 8. Tests;
  - 9. Statements;
  - 10. Performance evaluations;
  - 11. Corrective, released, and dismissal actions.
  - 12. Letters;
  - 13. Attendance; and
  - 14. Other relevant or necessary information.
- E. Anonymous materials shall not be filed.
- F. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice of the specific information and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary deduction.
  - 1. In such cases, the unit member may request administrative review by at least one (1) level of authority above that originating the comment.
  - 2. In such cases, the unit member shall have the right to enter, and have attached to the derogatory information, his/her own comments.
  - 3. In such cases, after two (2) years, the unit member may request in writing to the Human Resources Division the removal of any derogatory material, other than performance evaluations, from his/her personnel record, provided that there has been

no further disciplinary and/or corrective action taken similar to the original incident. The Human Resources Division designee shall review the personnel record and shall notify, in writing, the unit member of the results of such review.

4. A unit member may request, in writing, a special evaluation after one (1) year of placement of such information in his/her personnel record. Such evaluation shall be attached to said information.

- G. A unit member shall have the right to authorize, in writing, an OSEA/SEIU representative to examine his/her personnel record and obtain copies of items within at his/her own expense.

#### **ARTICLE 24 - CHANGE OF ADDRESS**

All unit members are obligated to keep the District informed of any change in their permanent residency. Written notification of a change of address must be communicated by the unit member to the Human Resources Division within ten (10) days of any change.

#### **ARTICLE 25 - PROBATIONARY PERIOD**

- A. Unit members shall serve a probationary period, during which time their work performance and general suitability shall be carefully evaluated.
  1. The probationary period for new unit members shall be six (6) full calendar months of continuous service. Only that time spent in active service for the District shall count toward completion of the probationary period.
  2. The site administrator or designee shall conduct written performance evaluations of each probationary unit member at least two (2) times during a full probationary period. These evaluations shall take place:
    - a. near the mid-point of the probationary period; and
    - b. not later than six (6) working days prior to the completion of the probationary period.
  3. A unit member who satisfactorily completes the probationary period shall be informed, in writing, of the attainment of regular unit member status.
- B. Release During Probationary Period: If at any time during the probationary period, the unit member's performance or general suitability is found to be unsatisfactory, the unit member shall be released subject to:
  1. Upon request, the unit member shall have the right to a conference with a Human Resources Director or his/her designee for the purpose of discussing and/or appealing the basis of the dismissal.
  2. A probationary unit member shall not use the grievance procedure to challenge his/her discharge.
  3. Except in an emergency situation, a probationary unit member shall have the right to be informed, in writing, at least five (5) work days prior to his/her release, of the

specific reason for said action.

## **ARTICLE 26 - DISCIPLINARY PROCEDURES FOR PERMANENT UNIT MEMBERS**

### **A. Applicable Procedures**

A permanent unit member (non-probationary) who is subject to disciplinary action involving suspension, demotion or discharge shall be entitled to the following procedures. Nothing in this section shall be construed to prevent the filing of grievances alleging the failure of the District to follow these procedures. Determination of the merits of any disciplinary actions taken by the District, including, but not limited to oral or written reprimands, suspension, demotions and dismissals shall not be subject to the grievance procedure in this Agreement.

### **B. Just Cause**

Disciplinary actions against permanent unit members shall only be taken for just cause.

### **C. Progressive Discipline**

1. The parties recognize that disciplinary actions shall be progressive in nature if they are to correct the conduct of a unit member. The District agrees to follow a course of progressive discipline. It is understood, however, that progressive discipline does not follow any specific sequence of disciplinary actions, and that major offenses will be cause for severe disciplinary actions, up to and including the recommendation for dismissal.
2. In taking disciplinary action, the District shall give due regard to the principle that like penalties should be imposed for like offenses, but it is understood as well that equality of treatment does not require uniformity of penalties. However, in taking disciplinary actions, the District will give due consideration to the evidence of mitigating or aggravating circumstances, the frequency and severity of the offense and any other factors or circumstances bearing upon the incidents or acts involved.
3. Except in an emergency situation, as described in Section F of this article, no disciplinary action involving suspension, demotion or discharge shall be taken against a unit member unless he/she has been informed in writing and in advance of the nature of the deficiency and the method or methods of correction, and has been afforded a reasonable opportunity, including a reasonable amount of time to correct the deficiency.

### **D. Notice of Proposed Disciplinary Action, Opportunity to Reply, Written Decision and Opportunity to Request Binding Arbitration**

1. Prior to taking disciplinary action involving suspension, demotion or discharge, the District shall send to the unit member by certified mail to the last known address on record in the site administrator's office or shall hand deliver to the unit member a notice containing:
  - a. The disciplinary action proposed to be taken;

- b. A concise statement of the specific acts or omissions upon which the disciplinary action is based;
  - c. A statement of the cause for the disciplinary action and/or the District rule or rules which have been violated;
  - d. Effective date of any disciplinary action subject to Board action will be the date the Board makes final ruling on the matter;
  - e. A card, the signing and filing of which, shall constitute a demand for an opportunity to reply orally and/or in writing within the ten (10) work day period from the receipt of this notice (On the card the unit member may also admit the charges, but challenge the severity of the penalty); and
  - f. A statement of the unit member's right to:
    - 1. Reply orally and/or in writing (at the unit member's choice) to the charges to a designated representative of the District within ten (10) work days following receipt of the notice;
    - 2. Be represented by the OSEA/SEIU; and
    - 3. Review those portions of all written documents, which contain information or evidence relied upon by the District as a basis for the disciplinary action.
2. The unit member will receive a written decision, with a copy to the OSEA/SEIU, from the designated representative of the District, after considering any oral and/or written reply of the unit member. If the decision of the District's designated representative is to sustain a disciplinary action, the representative's written decision shall advise the unit member of the effective date of the disciplinary action.

Within fifteen (15) days of receipt of the written decision the OSEA/SEIU shall notify the Superintendent in writing, with a copy to the Director of Labor Relations, if it intends to appeal the disciplinary action to a neutral arbitrator to be selected from a list of arbitrators pursuant to the provisions of the "Grievance Arbitration and Appeal Procedure for Disciplinary Actions".

3. Mediation:

If mutually agreed between the District and the OSEA/SEIU, no less than forty-five (45) days prior to the scheduled arbitration hearing, the parties may refer the disciplinary action to a mediator appointed by the State Mediation and Conciliation Service for the mediator to provide a candid, informal opinion about how s/he believes an arbitrator would rule on the disciplinary action and to explore avenues of informal settlement. The mediator shall have no power to add, modify or delete any provision of the collective bargaining Agreement. Recommendations of the mediator shall be advisory and non-precedent setting. Neither party shall cite the recommendation(s) in any arbitration hearing or in any future disciplinary appeal(s).

If there is no mutually agreeable resolution on the disciplinary action or if the disciplinary matter was not referred to a mediator, the disciplinary appeal shall proceed to binding arbitration according to the provisions and time limits specified herein.

**E. General Provisions**

1. Disciplinary action against a ten (10) month unit member shall not be initiated during summer break. Any hearing shall be held on the unit member's work day.
2. The OSEA/SEIU shall be notified in writing that disciplinary action involving a specific unit member has been initiated by the District.

**F. Emergency Disciplinary Actions**

1. A unit member may be removed from the work site and the District's premises when there is an emergency. An emergency shall be deemed to exist when:
  - a. The District determines that a unit member's continued presence would jeopardize the safety or welfare of students, the unit member or other unit members, other persons or school property, or,
  - b. The District determines that a unit member's continued presence would seriously disrupt the normal operation and activities of the work site.
2. A unit member removed from a work site due to an emergency shall be placed on Administrative Leave with Pay for a reasonable amount of time pending an investigation by the District. In no event, however, will a unit member be removed from paid status until the District has concluded its investigation.
3. The District may propose a disciplinary action against a unit member on "emergency" Administrative Leave with Pay at any time. If the District proposes such disciplinary action, the District shall follow the procedures outlined in paragraph D above, except that:
  - a. The unit member will only be provided five (5) working days following receipt of notice of the proposed disciplinary action to present an oral and/or written reply;
  - b. The date the disciplinary action will become effective shall normally be a maximum of ten (10) working days after receipt of the notice of proposed disciplinary action; and
  - c. If the unit member appeals the disciplinary action, a hearing shall take place within thirty (30) calendar days, if possible.
4. In deciding whether to remove an employee from a work site due to an emergency, the District shall proceed in good faith and shall not act arbitrarily or capriciously.
5. Whenever possible, the unit member shall be given the opportunity to explain the conduct in question before being removed from the work site.

6. An emergency shall not be declared based on arrest of a unit member, unless otherwise authorized by the Education Code.

#### **ARTICLE 27 - GRIEVANCE PROCEDURE**

- A. The purpose of this article is to provide a prompt and orderly method for the processing and disposition of grievances which may arise during the life of this Agreement.
- B. The parties endorse the concept that complaints and dissatisfactions which might develop into grievances should be informally resolved at the lowest administrative level possible.
- C. A grievance is defined as a written complaint by a unit member, or the OSEA/SEIU, that alleges the District has violated, misinterpreted or misapplied a term or condition of this Agreement.
- D. When it is alleged that a term or condition of this Agreement has been violated, misinterpreted or misapplied, the procedure outlined below shall be applied.
- E. All grievances, as defined above, must be filed within twenty (20) calendar days after the act, occurrence, event or circumstance alleged to constitute the grievance, or within twenty (20) calendar days after the unit member learned, or should have learned, of the act, occurrence, event or circumstances alleged to constitute the grievance.
- F. The parties agree to develop a grievance form which will be recognized as the form to be used for formal grievances under this grievance procedure.
- G. All grievances submitted under this article should contain:
  1. a concise statement of the grievance, including the specific acts, conduct or condition alleged to constitute the grievance;
  2. a specific reference to the relevant contract provision, which is alleged to have been violated;
  3. a specific statement of the adverse effect on the unit member or OSEA/SEIU created by the condition alleged; and
  4. a specific statement of the remedy sought by the unit member or OSEA/SEIU.
- H. All grievances will commence at Step One unless the grievance arises from the action of an authority higher than the unit member's immediate supervisor, in which case the grievance may be filed at the appropriate step of the grievance procedure.
- I. The time limits specified in this article may be extended by mutual agreement of the parties to this Agreement.
- J. The initial grievance may be amended by the grievant at any time prior to the Step Two meeting, if one is held, or prior to the receipt of the Step Two answer, if no meeting is held. The grievance may not be amended, thereafter, and no new issues may be raised after the Step Two meeting is held or Step Two answer received, if no meeting is held.
- K. The time limitations set forth in this article are of the essence of this Agreement. No grievance will be accepted by the District unless it is submitted or appealed within the time limits set forth in this Agreement. If the OSEA/SEIU or the grievant fails to meet any of the

time limits set forth in this article, the grievance shall be treated as withdrawn. If the District fails to meet any of the time limits set forth in this Article, the OSEA/SEIU or the grievant has the right to advance the grievance to the next step of the grievance procedure up to Step Two for the grievant and up to Arbitration for the OSEA/SEIU.

- L. As used in this article, "days" means calendar days and if the day an action must be completed under this article falls on a non-work day of the grievant or District, the due date shall be the next regularly scheduled work day of the unit member if an individual grievance or of the District office if an OSEA/SEIU grievance.
- M. When two or more grievances involve the same alleged violation or present common questions of fact, the parties to this Agreement may agree to consolidate such grievances at Step Two of the grievance procedure.
- N. Informal Procedure
  - 1. The unit member shall first discuss a complaint with his/her immediate administrative supervisor.
  - 2. Every effort shall be made by both the unit member and the immediate administrative supervisor to resolve the complaint informally.
  - 3. If the problem cannot be satisfactorily resolved after the initial conference, the unit member or the OSEA/SEIU may invoke the formal grievance procedure.
- O. Formal Procedure
  - 1. Step One
    - a. The written grievance shall be presented to the unit member's immediate administrative supervisor by the unit member and/or OSEA/SEIU representative. If the immediate administrative supervisor believes he/she did not take the action complained of or does not have the authority to resolve the complaint, he/she will forward the grievance to the appropriate District administrator for resolution and will notify the unit member and OSEA/SEIU of such forwarding.
    - b. Either party may elect a Step One meeting. Such meeting shall be held within ten (10) days of receipt of the grievance. The meeting will normally take place at the unit member's work site unless the parties mutually agree otherwise. Present at such meeting will be the grievant, his/her representative, the site manager or administrator and such other management representative the District may designate, providing such person(s) possess information necessary to resolve the grievance.
    - c. The immediate administrative supervisor or administrator's (if the grievance is forwarded) written answer to the grievance will be provided within ten (10) days of the close of the Step One meeting. If no meeting is held, the site manager or administrator's written answer will be provided within ten (10) days of receipt of the grievance.



2. Step Two

- a. If the immediate administrative supervisor or administrator's answer at Step One is unsatisfactory, the grievant, or his/her representative, may appeal the decision to the Superintendent or his/her designee within fifteen (15) days of receipt of the answer. Such appeal shall include a copy of the grievance, the supervisor or administrator's written response and a request for a meeting, if one is desired. If either party elects a meeting, it will be held within fifteen (15) days of receipt of the appeal to Step Two.
- b. The meeting will normally take place at the unit member's work site, unless the parties to this Agreement mutually agree otherwise. Present at such meeting will be the grievant, his/her representative, the Superintendent or his/her designee and such other management official(s) as the District designates, providing such management person(s) possess information necessary to resolve the grievance.
- c. A written answer will be provided to the grievant within fifteen (15) days of the close of the Step Two meeting. If no meeting is held at Step Two, the District's answer will be provided within fifteen (15) days of receipt of the appeal to Step Two.

3. Arbitration

If the OSEA/SEIU is dissatisfied with the final decision rendered at Step Two of the grievance procedure, it shall provide written notice to the Superintendent of its decision to invoke arbitration. Such notice shall be by certified mail and mailed within twenty (20) days of the OSEA/SEIU's receipt of the Step Two decision, or such notice may be hand delivered to the Superintendent's office providing the OSEA/SEIU obtains a receipt from the Superintendent's office at the time of such hand delivery.

4. Mediation

If mutually agreed between the District and the OSEA/SEIU, no less than forty-five (45) days prior to the scheduled arbitration hearing, the parties may refer the grievance to a mediator appointed by the State Mediation and Conciliation Service for the mediator to provide a candid, informal opinion about how s/he believes an arbitrator would rule on the grievance and to explore avenues of informal settlement. The mediator shall have no power to add, modify or delete any provision of the collective bargaining Agreement. Recommendations of the mediator shall be advisory and non-precedent setting. Neither party shall cite the recommendation(s) in any arbitration hearing or in any future grievance actions.

If there is no mutually agreeable resolution on the grievance or if the grievance was not referred to a mediator, the grievance shall proceed to binding arbitration according to the provisions and time limits specified herein.

P. General Rules

1. The grievant may, at the informal step or at Step One of the formal grievance procedure, be assisted or represented by an individual selected by the grievant. A scheduled grievance meeting shall be rescheduled if the representative cannot be present.
2. The OSEA/SEIU shall be provided with a copy of the grievance upon receipt by the District if the OSEA/SEIU is not designated as the grievant's representative.
3. A unit member who has filed a grievance shall be given reasonable periods of release time to process the grievance and its resolution.
4. District managers or supervisors shall not discourage the use of the grievance procedure by any unit member, but shall attempt to resolve problems informally and at the lowest possible level.

**Q. Expedited Arbitration Explanation**

The parties agree that during the term of this Agreement, they will explore using expedited arbitration process under "AAA" rules.

**ARTICLE 28 - GRIEVANCE ARBITRATION AND APPEAL PROCEDURE FOR DISCIPLINARY ACTIONS**

**A. General**

This article establishes procedures for arbitration of grievances arising under this contract and for binding arbitration of discipline of unit members (suspension, demotion or discharge).

**B. Grievance Arbitration**

1. If the OSEA/SEIU is dissatisfied with a final decision rendered at Step Two of the grievance procedure, the OSEA/SEIU shall provide written notice to the Superintendent of its decision to invoke arbitration. Such notice shall be sent by certified mail and received by the Superintendent within twenty (20) days of the OSEA/SEIU's receipt of the Step Two decision, or such notice may be hand delivered to the Superintendent's office provided the OSEA/SEIU obtains a receipt from that office at the time of such hand delivery.
2. Oral admonishments and written reprimands are not arbitrable.

**C. Disciplinary Appeals**

1. Disciplinary actions subject to appeal under this Article are suspension, demotion and discharge. The decision of the arbitrator is final.
2. In a disciplinary appeal, the unit member may not choose to represent himself/herself or be represented by an attorney hired by the unit member.

**D. Selection of the Arbitrator**

The parties will select an arbitrator by mutual agreement. If the two parties cannot

agree on an arbitrator by mutual agreement they shall jointly request an odd-numbered list of seven (7) experienced arbitrators from the California State Mediation and Conciliation Service (CSMCS). The individual shall be selected within ten (10) days by the alternate strike method until only one name remains.

**E. Arbitration and Appeal Procedure, Non-Disciplinary Grievance Arbitration**

1. Once an arbitrator has been selected, the representatives of the parties will communicate with the arbitrator and with each other to select a mutually agreeable date for the hearing. The invoking party will then forward to the arbitrator a copy of the official grievance file, which shall contain the written grievance, the written answers to each step and the notice invoking arbitration. Either party desiring to submit a pre-hearing brief to the arbitrator shall notify the other party at least seven (7) calendar days prior to its submission. A party submitting such a brief will simultaneously serve the other party with a copy of the brief.
2. Copies of any and all documents provided to the arbitrator at any stage of the arbitration proceeding shall be simultaneously provided to the other party.
3. Arbitration hearings will be held at the District Administration Building unless the parties mutually agreed to another site.
4. The parties agree that arbitration hearings are administrative in nature and are not court proceedings. The rules of evidence have only general applicability, but the arbitrator may exclude irrelevant, immaterial or unduly repetitious testimony. Except as specified herein, the arbitrator shall have the authority to determine the procedures to be followed at the hearing and shall explain such procedures to the parties at the outset of the hearing.
5. The parties may offer such relevant material and non-repetitious evidence as they desire and shall produce such additional evidence that the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall determine the relevance and materiality of evidence offered by the parties and conformity to the legal rules of evidence shall not be necessary.
6. Arbitration hearings shall normally be open hearings. Either party may request that the hearing be closed to persons having no interest in the dispute. Upon good cause shown, the arbitrator may close the hearing. Upon request by either party, the arbitrator may order the sequestration of witnesses from the hearing.
7. If mutually agreed, at least fifteen (15) days prior to the hearing, the parties **may** confer and exchange lists of prospective witnesses. Either party may object to the appearance of a witness before the arbitrator. The arbitrator shall have the authority to approve only those witnesses whose testimony will be material and non-repetitious to the issue before the arbitrator. The arbitrator has the power to subpoena any person to appear as a witness at the arbitration hearing or to subpoena documents deemed necessary.
8. Prior to the hearing, the parties will attempt to stipulate to the issue(s) to be placed

before the arbitrator. In the event that the parties are unable to agree to the issue(s), each party shall submit its respective position to the arbitrator prior to the hearing. Upon such submission, the arbitrator shall determine the issue(s) to be decided.

9. The arbitrator shall require witnesses to testify under oath or affirmation.
10. Either party may request that a verbatim transcript of the hearing be prepared by a qualified court reporter. Copies of the transcript shall be provided to the parties and the arbitrator. The parties will share the cost of such transcription.
11. The grievant, his/her representative, and all other unit members who are called as witnesses will be excused from duty without charge to leave or pay to the extent necessary to participate in the arbitration.
12. Witnesses at arbitration hearings will be assured of freedom from restraint, interference, coercion, discrimination or reprisal in presenting their testimony.
13. Witnesses at the hearing must testify in the presence of the grievant and his/her representative, unless waived by the grievant. Either party shall have the right to cross-examine any witness.
14. The expenses of grievance and appeal arbitration, including, but not limited to the fees and expenses of the arbitrator, court reporter fees, if any, and transcript fees, if any, shall be shared equally by the parties.
15. If a question of arbitrability is raised by the District, that question shall be the first order of business at the arbitration hearing. The arbitrator shall confer with the parties' representatives and shall hold hearings promptly on this issue and shall render a decision as soon as possible before proceeding to any other issue. If the grievance is found not to be arbitrable, no further proceedings shall take place.
16. The arbitrator shall have no authority to change, alter, modify, delete or add to the terms or provisions of this Agreement.
17. The arbitrator shall have no power to establish salary structures or salary rates, but has the power to interpret words or phrases in the Agreement, as related to salary structures and rates when necessary to resolve disputes.
18. Upon request, the arbitrator shall permit either party to file a post hearing brief within a reasonable period of time after receipt of any transcript that is made.
19. The award of the arbitrator shall be based solely upon the evidence and arguments in the presence of the parties and upon the post hearing briefs, if any, of the parties.
20. An award shall not include the assessment of expenses against either party unless the subject of the grievance concerns the division of expenses as they pertain to arbitration.
21. The arbitrator shall have the authority to make all arbitrability and grievability determinations.

22. The arbitrator's award shall be in writing and shall set forth his/her determination of the issue(s), findings of fact and conclusions. The decision of the arbitrator in non-disciplinary grievance arbitration is final.

**F. Arbitration of Disciplinary Appeals**

1. The expenses of arbitration of disciplinary appeals, including the fees and expenses of the arbitrator, court reporter fees, if any, and transcript fees, if any, shall be shared equally by the parties.
2. The decision of the arbitrator shall be in writing and set forth the arbitrator's determination of the issue(s), findings of fact and conclusions. The decision of arbitrator is final.

**ARTICLE 29 – STEWARDS**

- A. The OSEA/SEIU shall have the right to appoint two (2) chief stewards who shall have the right to reasonable periods of release time for the processing of informal and formal grievances or to represent unit members in conferences, which may result in disciplinary action. The OSEA/SEIU shall have the right to appoint up to a maximum of nine (9) area stewards. Each area steward shall be granted up to a maximum of five (5) hours per month each, for the purpose of representing unit members in the processing of informal and formal grievances. The President, two (2) vice-presidents and the two (2) chief stewards are granted reasonable time off with pay to attend OSEA/SEIU meetings/conferences.
- B. The chief steward or any area steward who wishes to perform representational functions during duty hours must receive prior approval of his/her immediate administrative supervisor before undertaking such activity.
- C. The chief steward or any area steward shall provide information about the nature of the representational activity he/she intends to perform so that the activity may be verified. At a minimum, the chief steward or any area steward must explain to his/her immediate administrative supervisor where he/she is going, the purpose and nature of the visit and when he/she expects to return.
- D. When the chief steward or any area steward enters a work area to perform representational activities, he/she must receive the consent of the supervisor/administrator in charge of the work area. The chief steward or any area steward shall inform the supervisor/administrator with whom he/she wishes to confer, the purpose of the visit and how long he/she expects the conferee to be away from his/her duties.
- E. Workload requirements permitting, requests pursuant to this section will normally be granted. If a request is denied due to a work requirement, the chief steward's, area steward's and/or unit member's immediate administrative supervisor will explain the reason and will indicate to the steward when he/she expects it will be possible to grant the request.
- F. Immediately upon returning to the worksite and prior to returning to duty, the chief steward or area steward shall inform his/her immediate administrative supervisor of his/her return.
- G. Release time authorized under this section shall not be used as a matter of routine. It shall

be the duty of all stewards to conserve and minimize the use of release time to the greatest extent practicable and to conduct necessary representational activities expeditiously and efficiently.

- H. The OSEA/SEIU will provide the District with written notice of officially designated area stewards and the chief steward(s). The OSEA/SEIU will provide the District in writing with a list of additions or deletions to the list of stewards, as such changes occur. Only those stewards on the list provided by the OSEA/SEIU will be recognized by the District as having authority to request release under this section.
- I. No internal OSEA/SEIU business - including, but not limited to, solicitation of membership, solicitation or collection of dues, campaigning for OSEA/SEIU office, circulation of election petitions, or distribution of OSEA/SEIU literature - shall be conducted during the duty hours of the stewards released under this section.

#### **ARTICLE 30 - UNIT MEMBER PROTECTION**

A unit member who is assaulted and/or threatened with bodily harm as a result of performing assigned duties shall immediately notify the appropriate site administrator, who will then be responsible for notifying the proper authorities and taking every precaution to ensure the safety of the unit member while on District property.

- A. If it is determined that precautions to ensure the safety of the unit member require that he/she be removed from the site, he/she shall be assigned to a safe location within the District until circumstances warrant his/her return to the original assignment or to a new assignment.
- B. In case of an accident on the job, the District shall make available the necessary accident report(s) and provide assistance in completing the form(s) if requested.
- C. A unit member shall be allowed an opportunity to review the emergency or disaster plan, which has been developed for the school or work location to which he/she is assigned, if the unit member so requests.

#### **ARTICLE 31 - ORGANIZATIONAL SECURITY**

- A. A unit member shall, as a condition of continued employment, within thirty (30) days of implementation of this Agreement, or his/her employment, transfer or promotion within the District, execute a payroll deduction form, and thereby become a member in good standing in the OSEA/SEIU; or, execute a payroll deduction form, and thereby pay to the OSEA/SEIU an initial fee and regular monthly service fees equal to the regular monthly dues; or, in the case of any unit member who certifies he/she cannot join or support a unit member organization because of religious convictions, shall execute a payroll deduction authorization form, and thereby pay sums equal to OSEA/SEIU dues/ fees to one of the following:
  - 1. Marcus Foster Foundation
  - 2. United Way

### 3. American Cancer Society

All unit members covered by these provisions will be informed by the District as to their obligations under this section of the Agreement.

- B. Upon seven (7) days notice to the District from the OSEA/SEIU that a unit member described above has failed to maintain his/her membership in good standing or has failed to maintain his/her current charitable contribution payments to one of the charities designated above, the District shall notify such unit member in writing, with a copy to the OSEA/SEIU, that (1) he/she is in violation of the Agreement between the District and the OSEA/SEIU, and (2) failure to complete the payroll deduction authorization form within seven (7) days shall result in an automatic service fee payroll deduction.
- C. The District shall furnish to the OSEA/SEIU on a monthly basis the names, classifications and work locations of all unit members subject to this contract. Newly hired or separated unit members will be so indicated in this report.
- D. The District shall also furnish the OSEA/SEIU verification of unit member contributions transmitted to charitable organizations, upon the written request of the OSEA/SEIU.
- E. The District shall provide the OSEA/SEIU with a list of those unit members, both permanent and temporary, who are not currently paying either OSEA/SEIU dues or agency fees, upon written request of the OSEA/SEIU.
- F. The OSEA/SEIU agrees to indemnify and hold the District harmless from any and all claims, demands, suits or other actions arising from this organizational security Agreement.
- G. The District agrees to maintain OSEA/SEIU's rights to payroll deduction and maintenance of membership.
- H. Pursuant to Education Code Section 45168, the unit member may pay service fees directly to the OSEA/SEIU in lieu of salary deduction.
- I. The District shall allow new employees reasonable release time to attend joint District-Union orientation workshop(s).

### **ARTICLE 32 - DUES DEDUCTION**

- A. The District agrees to deduct from the salary payment of a unit member an amount which has been designated by the OSEA/SEIU in a revocable written authorization by the unit member for the purpose of paying the dues, COPE contribution, initiation fee, insurance fee or service fee of the unit member to the OSEA/SEIU. At the time of employment processing, the District shall advise the new unit member of the OSEA/SEIU membership or service fee requirement and provide a written authorization to deduct from the salary payment of the unit member OSEA/SEIU regular dues or a service fee equal to the amount of OSEA/SEIU regular dues.
- B. Nine (9) working days following payday, the District shall promptly pay over to the OSEA/SEIU all sums withheld for membership or service fees. The District shall also provide with each payment a list of unit members paying membership dues and service fees.

All such lists shall contain the unit member's name, classification, work location/department, and the amount deducted. A list of all unit members in represented classes shall be provided to the OSEA/SEIU at least quarterly. All such lists shall contain the unit member's name, classification, work location/department, and address. Newly hired or separated unit members will be so indicated in this report.

- C. The District shall not be liable and the OSEA/SEIU shall indemnify the District for any claims made against the District arising from its check off of OSEA/SEIU dues.

#### **ARTICLE 33 - UNEMPLOYMENT COMPENSATION DISABILITY BENEFITS**

Pursuant to SB 3112, temporarily disabled ten (10)-month unit members shall be eligible for disability benefits during the summer. The continuation of these benefits shall be subject to the District's receiving cost reimbursement under state-mandated cost reimbursement. The District agrees to submit all necessary and appropriate information and forms to obtain reimbursement from the State on a timely basis.

#### **ARTICLE 34 - TRAINING**

- A. The District will provide in-service training for unit members who have a need for such training.
- B. The District agrees to provide a minimum of one (1) hour per month of educational inservice for Instructional Assistants. Said in-service shall be provided subject to the following conditions:
1. It shall be designed to improve the job-related skills of said unit members;
  2. It shall be held during working hours;
  3. And it shall be contingent upon the existence of adequate funding.
- C. The District agrees to provide on-going training to all School Security Officers ("SSOs").
- D. Occupational Therapists ("OTs") and Physical Therapists ("PTs") shall be provided two (2) release days per fiscal year for the purpose of completing required trainings and/or professional development. OTs and PTs shall submit written requests for release five (5) days in advanced for approval from their supervisor to accommodate coverage.

#### **ARTICLE 35 - USE OF DISTRICT FACILITIES**

The OSEA/SEIU shall have the right to use the District facilities at reasonable times for the purpose of holding OSEA/SEIU meetings by following Civic Center rules and procedures.

#### **ARTICLE 36 - DISTRICT TELEPHONES**

It is the policy of the District that unit members will not use District telephones for personal business. The District and the OSEA/SEIU agree, however, occasions arise in which it is in the interest of District and the OSEA/SEIU that important messages reach unit members on a timely basis.

These messages may concern:



1. The health and safety of unit members and their family and other emergencies;
2. Unforeseen transportation problems;
3. Contact from servicing elements of the District, including payroll, personnel, etc.

#### **ARTICLE 37 - PERSONAL PROPERTY**

The District shall follow procedures outlined in Board Policy/Administrative Regulation 4156.3, 4256.3, 4356.3, or any subsequent revisions of said policy/regulation. Clarification of the Claims Appeals shall be to allow the OSEA/SEIU to appoint two (2) White Collar members on White Collar cases and two (2) paraprofessional members on the paraprofessional cases. The Appeal Panel shall mutually select one (1) additional unit member to serve as chairperson.

#### **ARTICLE 38 - CONCERTED ACTIVITIES**

It is agreed and understood that there shall be no strike, work stoppage, slow-down, on-site picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or willful interference with the operations of the District by means of concerted activity by the union or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to lock-out unit members during the term of this Agreement.

#### **ARTICLE 39 - SCOPE OF AGREEMENT**

This Agreement fully and completely incorporates the understanding of the parties on all matters over which parties have bargained. It supersedes all previous Agreements, understandings, and prior practices insofar as they relate to the provisions of this Agreement. Neither party shall be required to bargain over any provision of this Agreement during its duration, except by mutual consent. The parties have entered into certain side agreements, which are not subject to this provision.

#### **ARTICLE 40 - SEVERABILITY OF PROVISIONS**

If any provision of this Agreement becomes invalid as a result of legislative action, or is held contrary to the law by a court of competent jurisdiction, such provision shall be deleted. All other provisions of the Agreement shall continue in full force and effect. In the event of invalidation of any provision of this Agreement, the parties agree to meet and negotiate within sixty (60) calendar days after such determination for the purpose of arriving at a mutually satisfactory replacement for such provision.

#### **ARTICLE 41 - MEET AND CONFER**

The District and the union shall meet and confer upon request of either party to discuss matters of mutual concern.

#### **ARTICLE 42 - HEALTH AND SAFETY**

The District will make a good faith effort to maintain building heat, lighting and ventilation in proper working order. The OSEA/SEIU shall utilize the Joint Labor/Management Committee as a forum for discussing any concerns related to this article.

## ARTICLE 43 – DISTRICT EDUCATIONAL REBATE PROGRAM

### A. Intent

It is the intent of the District to provide an Educational Rebate Program (ERP) for unit members covered by this Agreement aspiring to promote to status of teacher or obtain a BA, BS or Master's Degree, in an area which may lead to promotional possibilities within the District.

### B. Scope of Educational Rebate Program

The Labor Relations Department will administer the ERP. A Program Management Committee, composed of an equal number of bargaining unit representatives and District management representatives, establish guidelines and determine which applicants will be admitted into the program.

Applicants must have rendered two (2) full and continuous years of District service to be eligible for this program.

To participate in the ERP, applicants must request an application from the Labor Relations Department, or applicants may pick up an application from the OSEA/SEIU at 100 Oak Street, Oakland, CA 94607. Application must be filed by September 30<sup>th</sup>. Return the completed application to the Labor Relations Department. The Program Management Committee will notify all applicants by November 1<sup>st</sup>. Courses that are degree related may be taken at any time throughout the year.

ERP participants will be reimbursed for books and tuition fees for attendance at an accredited university or state College, or community college not to exceed \$1,000 per fiscal year per recipient, up to four (4) consecutive years. **For ERP participants taking courses in a teaching credential program, the caps will not exceed \$2,000 per fiscal year per recipient, up to four (4) consecutive years.**

Applicants may re-apply on a year-to-year basis.

### C. The District Educational Rebate Program applicants must agree to:

1. Maintain a "C" average and acceptable classroom attendance, as evidenced by report cards or other documentation.
2. Must remain in the District for at least two (2) years following completion of the program.
3. Provide a letter of reference from his/her supervisor. However, in lieu of the supervisor's reference letter, the applicant may submit two (2) letters of reference, at least one of which must be from a colleague in the field of education
4. Must submit bona fide receipts, evidence of enrollment and grades for each course by June 1<sup>st</sup>.
5. Submit a letter from the college verifying the level of financial assistance the applicant is receiving.

### D. Reimbursement for prior year's courses will occur July of each year.

- E. The District agrees to set aside for each year of this contract the sum thirty thousand dollars (\$30,000) to be used for the reimbursement of the reasonable and necessary costs of books and tuition for all unit members covered by this Agreement (and OSEA/SEIU Agreement) and pursuing higher education. The \$30,000 set aside will be shared between OCDPA/SEIU and OSEA/SEIU unit members. If the costs for all participants in the two bargaining units exceed \$30,000 the amount reimbursed shall be appropriately prorated so that the District's liability for the ERP does not exceed \$30,000 per year during each year of this contract.
- F. The District agrees to meet and confer with OSEA/SEIU Local 1021 if the District receives state or federal funds specifically designated to establish and maintain an Educational Rebate Program for Bilingual Instructional Assistants aspiring to become fully-credentialed Bilingual teachers.

#### **ARTICLE 44 - MANAGEMENT RIGHTS**

Except as limited by the express terms of this Agreement, the District retains the exclusive right to manage the District. Such retained rights include the District's right to determine the methods, means and personnel by which District operations are to be conducted; to determine the mission and functions of each of its departments, sites, facilities, and operating units; to set standards of service to be offered to the public; to administer the District personnel system; to classify, establish or delete positions; to establish performance standards; to hire, assign, transfer, promote or demote unit members; to admonish, reprimand, suspend or terminate unit members for just cause; to schedule work; and to relieve unit members from duty because of a lack of work or funds. The District further retains the right to take whatever action may be necessary in an emergency.

#### **ARTICLE 45 - LABOR MANAGEMENT RELATIONS COMMITTEE**

- A. The District and the OSEA/SEIU recognize that the holding of periodic meetings for the exchange of views and information may contribute to the effectiveness of the labor-management relationship. Therefore, the parties shall establish a Labor Management Relations Committee, in accordance with the provisions of this Article, for the purpose of discussing all matters of interest or concern in the area of personnel policies and practices and matters affecting working conditions.
- B. The Labor Management Relations Committee shall meet at least monthly in the Administration Building, or other mutually agreed upon site. At least forty-eight (48) hours prior to the scheduled date of the meeting, the parties will exchange agenda items. OSEA/SEIU representatives will receive released time to attend such meetings.
- C. The District and the OSEA/SEIU shall be entitled to the following equal membership on the Labor Management Relations Committee:
1. five (5) representatives from the OSEA/SEIU, and
  2. five (5) representatives from the District shall comprise the committee.

The District and OSEA/SEIU shall be entitled to bring necessary consultants and field representatives to attend Committee meetings. The OSEA/SEIU's representatives on the Committee may include OSEA/SEIU field representatives.

- D. The District and the OSEA/SEIU shall each be responsible for maintaining minutes of committee meetings.
- E. Meetings will be held during normal working hours at a time mutually agreed upon by the District and the OSEA/SEIU.
- F. The parties agree that meetings held by the Labor Management Relations Committee are solely for the purpose of exchanging views and information, discussing matters of concern to the District and/or OSEA/SEIU and shall not be deemed as negotiating under the EERA.
- G. The parties agree to establish a four (4) hour training program for all District supervisors and OSEA/SEIU union representatives who deal with administration of the new Agreement.

#### **ARTICLE 46 - SCHOOL MAIL**

Mail delivery service provided by the District to employee organizations shall be made available to OSEA/SEIU. Mail addressed to individuals shall be considered personal. Such individually addressed mail shall be placed in a designated location for pick-up by the individual. The District agrees to inform responsible District employees of this provision.

#### **ARTICLE 47 – COMPLIANCE AGREEMENT**

The District recognizes the concern as it relates to the implementation of the Compliance Agreement. It is the District's position that opportunities will be provided for educational incentives and professional growth and development which will benefit all members of the unit.

#### **ARTICLE 48 - SAFETY EQUIPMENT**

The District agrees to authorize up to \$10,000 to purchase protective equipment for Noon Supervisors and School Security Officers.

#### **ARTICLE 49 - SUMMER SCHOOL HIRING PROCEDURES**

Summer school is established on the basis of need in the District and available funding. In the event that summer sessions are scheduled, the following procedures shall prevail:

1. All positions in the unit shall be posted for a minimum of five (5) work days during which time only members of the classified personnel service then employed by the District may apply.
2. Postings will list site(s), hours, days, and salary range, and other appropriate information;
3. Employment will be contingent upon enrollment;
4. Individual unit members may not work three summers in a row. This rule shall not apply (a) if there are more positions than applications for the positions being filled, or (b) for attendance clerks at the secondary level.
5. The unit member shall be officially informed of his/her employment through the Human Resources Division.

#### **ARTICLE 50 – CONTRACTING OUT**


The Employer agrees to notify the Union of potential subcontracting or diversion by providing a copy of the Board's legislative agenda in advance of the Board meeting. When subcontracting impacts the bargaining unit, the Employer will negotiate such impacts upon the Union's written request to Labor Relations. This article does not intend to, nor does it supersede EERA or Educational Coder requirements.

#### **ARTICLE 51 - DURATION OF AGREEMENT**

The Agreement is effective July 1, 2015 through June 30, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of May, 2017

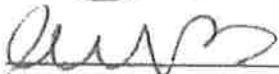
**FOR THE DISTRICT**



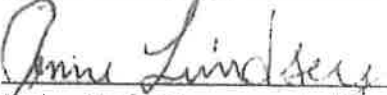
Dr. Devin Dillon, Interim Superintendent



James Harris, President  
Board of Education



Amy Brandt, Labor Coordinator



Jenine Lindsey, Director Labor Relations

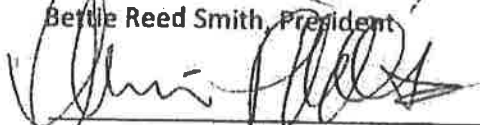


Seth Eckstein, Staff Attorney

**FOR OSEA/SEIU 1021**



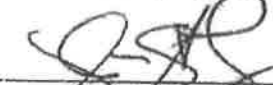
Bertie Reed Smith, President



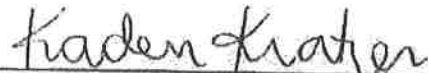
Melvin Phillips, 1<sup>st</sup> Vice President



Rita Bailey, 2<sup>nd</sup> Vice President



John Stead-Mendez, Executive Director,  
Field & Programs



Kaden Kratzer, Field Representative



Nely Obligation, Deputy Director of Advocacy and  
Internal Organizing

Approved as to form and content:



Marion McWilliams, General Counsel

# APPENDIX 2

OAKLAND UNIFIED SCHOOL DISTRICT Printed: 4/24/2017							
HUMAN RESOURCES SERVICES AND SUPPORT							
SALARY SCHEDULE CDC INSTRUCTIONAL ASSISTANTS							
Periods: 12, Days/Year: 258, Hours/Day: 7.5							
GDCI	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
<b>Range 01 0-14 UNITS</b>							
ANNUAL	\$ 20,319.87	\$ 21,538.52	\$ 22,771.39	\$ 23,990.03	\$ 25,222.91	\$ 26,441.55	
MONTHLY	\$ 1,693.32	\$ 1,794.88	\$ 1,897.62	\$ 1,999.17	\$ 2,101.91	\$ 2,203.46	
DAILY	\$ 78.76	\$ 83.48	\$ 88.26	\$ 92.98	\$ 97.76	\$ 102.49	
HOURLY	\$ 10.50	\$ 11.13	\$ 11.77	\$ 12.40	\$ 13.04	\$ 13.66	
<b>Range 02 15-29 UNITS</b>							
ANNUAL	\$ 21,538.52	\$ 22,771.39	\$ 23,990.03	\$ 25,222.91	\$ 26,441.55	\$ 27,591.44	
MONTHLY	\$ 1,794.88	\$ 1,897.62	\$ 1,999.17	\$ 2,101.91	\$ 2,203.46	\$ 2,299.29	
DAILY	\$ 83.48	\$ 88.26	\$ 92.98	\$ 97.76	\$ 102.49	\$ 106.94	
HOURLY	\$ 11.13	\$ 11.77	\$ 12.40	\$ 13.04	\$ 13.66	\$ 14.26	
<b>Range 03 30-44 UNITS</b>							
ANNUAL	\$ 22,771.39	\$ 23,990.03	\$ 25,222.91	\$ 26,441.55	\$ 27,591.44	\$ 28,795.86	
MONTHLY	\$ 1,897.62	\$ 1,999.17	\$ 2,101.91	\$ 2,203.46	\$ 2,299.29	\$ 2,399.66	
DAILY	\$ 88.26	\$ 92.98	\$ 97.76	\$ 102.49	\$ 106.94	\$ 111.61	
HOURLY	\$ 11.77	\$ 12.40	\$ 13.04	\$ 13.66	\$ 14.26	\$ 14.88	
<b>Range 04 45-59 UNITS</b>							
ANNUAL	\$ 23,990.03	\$ 25,222.91	\$ 26,441.55	\$ 27,591.44	\$ 28,795.86	\$ 30,070.22	
MONTHLY	\$ 1,999.17	\$ 2,101.91	\$ 2,203.46	\$ 2,299.29	\$ 2,399.66	\$ 2,505.85	
DAILY	\$ 92.98	\$ 97.76	\$ 102.49	\$ 106.94	\$ 111.61	\$ 116.55	
HOURLY	\$ 12.40	\$ 13.04	\$ 13.66	\$ 14.26	\$ 14.88	\$ 15.54	
<b>Range 05 60-74 UNITS</b>							
ANNUAL	\$ 25,222.91	\$ 26,441.55	\$ 27,591.44	\$ 28,795.86	\$ 30,070.22	\$ 31,331.55	
MONTHLY	\$ 2,101.91	\$ 2,203.46	\$ 2,299.29	\$ 2,399.66	\$ 2,505.85	\$ 2,610.96	
DAILY	\$ 97.76	\$ 102.49	\$ 106.94	\$ 111.61	\$ 116.55	\$ 121.44	
HOURLY	\$ 13.04	\$ 13.66	\$ 14.26	\$ 14.88	\$ 15.54	\$ 16.19	
<b>Range 06 75-89 UNITS</b>							
ANNUAL	\$ 26,441.55	\$ 27,591.44	\$ 28,795.86	\$ 30,070.22	\$ 31,331.55	\$ 32,480.26	
MONTHLY	\$ 2,203.46	\$ 2,299.29	\$ 2,399.66	\$ 2,505.85	\$ 2,610.96	\$ 2,706.69	
DAILY	\$ 102.49	\$ 106.94	\$ 111.61	\$ 116.55	\$ 121.44	\$ 125.89	

HOURLY	\$	13.66	\$	14.26	\$	14.88	\$	15.54	\$	16.19	\$	16.79
<b>Range 07 90-104 UNITS</b>												
ANNUAL	\$	27,591.44	\$	28,795.86	\$	30,070.22	\$	31,331.55	\$	32,480.26	\$	33,727.35
MONTHLY	\$	2,299.29	\$	2,399.66	\$	2,505.85	\$	2,610.96	\$	2,706.69	\$	2,810.61
DAILY	\$	106.94	\$	111.61	\$	116.55	\$	121.44	\$	125.89	\$	130.73
HOURLY	\$	14.26	\$	14.88	\$	15.54	\$	16.19	\$	16.79	\$	17.43
<b>Range 08 105 + UNITS</b>												
ANNUAL	\$	28,795.86	\$	30,070.22	\$	31,331.55	\$	32,480.26	\$	33,727.35	\$	35,015.94
MONTHLY	\$	2,399.66	\$	2,505.85	\$	2,610.96	\$	2,706.69	\$	2,810.61	\$	2,918.00
DAILY	\$	111.61	\$	116.55	\$	121.44	\$	125.89	\$	130.73	\$	135.72
HOURLY	\$	14.88	\$	15.54	\$	16.19	\$	16.79	\$	17.43	\$	18.10

Effective 07/01/2007

Includes 2% increase effective 7/1/2013

Longevity:

10-15 years continuous service = \$19.21 per month

16+ years continuous service = \$25.61 per month



## OAKLAND UNIFIED SCHOOL DISTRICT Printed: 4/25/2017

## HUMAN RESOURCES SERVICES AND SUPPORT

## SALARY SCHEDULE 10 MONTH PARAPROFESSIONALS

Periods: 10, Days/Year: 205, Hours/Day: 7.5

K12I	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Range 01</b>						
ANNUAL	\$ 17,263.65	\$ 18,695.45	\$ 20,138.97	\$ 21,559.02	\$ 22,981.42	\$ 25,126.76
MONTHLY	\$ 1,726.36	\$ 1,869.54	\$ 2,013.90	\$ 2,155.90	\$ 2,298.14	\$ 2,512.68
DAILY	\$ 84.21	\$ 91.20	\$ 98.24	\$ 105.17	\$ 112.10	\$ 122.57
HOURLY	\$ 11.23	\$ 12.16	\$ 13.10	\$ 14.02	\$ 14.95	\$ 16.34
<b>Range 02</b>						
ANNUAL	\$ 17,709.62	\$ 19,153.15	\$ 20,655.35	\$ 22,063.68	\$ 23,542.41	\$ 25,772.24
MONTHLY	\$ 1,770.96	\$ 1,915.31	\$ 2,065.54	\$ 2,206.37	\$ 2,354.24	\$ 2,577.22
DAILY	\$ 86.39	\$ 93.43	\$ 100.76	\$ 107.63	\$ 114.84	\$ 125.72
HOURLY	\$ 11.52	\$ 12.46	\$ 13.43	\$ 14.35	\$ 15.31	\$ 16.76
<b>Range 03</b>						
ANNUAL	\$ 18,871.47	\$ 20,432.36	\$ 22,009.14	\$ 23,594.08	\$ 25,150.24	\$ 27,497.44
MONTHLY	\$ 1,887.15	\$ 2,043.24	\$ 2,200.91	\$ 2,359.41	\$ 2,515.02	\$ 2,749.74
DAILY	\$ 92.06	\$ 99.67	\$ 107.36	\$ 115.09	\$ 122.68	\$ 134.13
HOURLY	\$ 12.27	\$ 13.29	\$ 14.31	\$ 15.35	\$ 16.36	\$ 17.88
<b>Range 04</b>						
ANNUAL	\$ 19,340.91	\$ 20,925.28	\$ 22,556.58	\$ 24,164.42	\$ 25,807.46	\$ 28,213.33
MONTHLY	\$ 1,934.09	\$ 2,092.53	\$ 2,255.66	\$ 2,416.44	\$ 2,580.75	\$ 2,821.33
DAILY	\$ 94.35	\$ 102.07	\$ 110.03	\$ 117.88	\$ 125.89	\$ 137.63
HOURLY	\$ 12.58	\$ 13.61	\$ 14.67	\$ 15.72	\$ 16.79	\$ 18.35
<b>Range 05</b>						
ANNUAL	\$ 20,608.40	\$ 22,298.39	\$ 22,556.58	\$ 24,164.42	\$ 27,473.96	\$ 30,032.41
MONTHLY	\$ 2,060.84	\$ 2,229.84	\$ 2,255.66	\$ 2,416.44	\$ 2,747.40	\$ 3,003.24
DAILY	\$ 100.53	\$ 108.77	\$ 110.03	\$ 117.88	\$ 134.02	\$ 146.50
HOURLY	\$ 13.40	\$ 14.50	\$ 14.67	\$ 15.72	\$ 17.87	\$ 19.53
<b>Range 06</b>						
ANNUAL	\$ 21,124.80	\$ 22,861.71	\$ 24,610.39	\$ 26,370.77	\$ 28,166.38	\$ 30,795.25
MONTHLY	\$ 2,112.48	\$ 2,286.17	\$ 2,461.04	\$ 2,637.08	\$ 2,816.64	\$ 3,079.53

DAILY	\$	103.05	\$	111.52	\$	120.05	\$	128.64	\$	137.40	\$	150.22
HOURLY	\$	13.74	\$	14.87	\$	16.01	\$	17.15	\$	18.32	\$	20.03

REGULAR EMPLOYEES IN THE UNIT WHO HAVE BEEN EMPLOYED ON A HALF-TIME OR MORE BASIS SHALL RECEIVE THE F

LONGEVITY PAY: (3.75 HOURS OR MORE)

EFFECTIVE 7/1/91

#### NUMBER OF YEARS

CONTINUOUS SERVICE	AMOUNT PER MONTH
10 YEARS	\$10.38
15 YEARS	\$20.81
20 YEARS	\$31.20
25 YEARS	\$41.57
30 YEARS	\$52.00
35 YEARS	\$62.40
40 YEARS	\$72.80

#### Salary Placement

Instructional Assistant

Community Assistant

Health Assistant

Child Care Assistant

Range 1 - Without 60 Units

Range 3 - With 60 Units

Instructional Assistant Bilingual

Instructional Assistant Spec. Ed.

Community Assistant Bilingual

Instructional Assist. Computer Lab I

Instructional Assist. Interpreter for Deaf and Blind Teacher

Range 2 - Without 60 Units

Range 4 - With 60 Units

IA's with Reading Class or Mental Health Training

Range 5 - without 60 Units

Range 6 - with 60 Units

Salary Schedule K12I 261 Days 7.5 Hours.

3.87% COLA - Implemented 05/31/2002.

Includes 2% increase effective 7/1/2013

## OAKLAND UNIFIED SCHOOL DISTRICT Printed: 3/2/2017

## HUMAN RESOURCES SERVICES AND SUPPORT

## SALARY SCHEDULE WHITE COLLAR

Periods: 12, Days/Year: 261, Hours/Day: 7.5

WTCL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Range 09								
ANNUAL	\$ 20,476.96	\$ 21,462.79	\$ 22,601.18	\$ 23,755.99	\$ 24,955.42	\$ 26,279.23	\$ 26,279.23	\$ 27,532.64
MONTHLY	\$ 1,706.41	\$ 1,788.57	\$ 1,883.43	\$ 1,979.67	\$ 2,079.62	\$ 2,189.94	\$ 2,189.94	\$ 2,294.39
DAILY	\$ 78.46	\$ 82.23	\$ 86.59	\$ 91.02	\$ 95.61	\$ 100.69	\$ 100.69	\$ 105.49
HOURLY	\$ 10.46	\$ 10.96	\$ 11.55	\$ 12.14	\$ 12.75	\$ 13.42	\$ 13.42	\$ 14.07
Range 12								
ANNUAL	\$ 22,068.37	\$ 23,237.26	\$ 24,349.84	\$ 25,617.33	\$ 26,870.73	\$ 28,236.80	\$ 28,236.80	\$ 29,616.96
MONTHLY	\$ 1,839.03	\$ 1,936.44	\$ 2,029.15	\$ 2,134.78	\$ 2,239.23	\$ 2,353.07	\$ 2,353.07	\$ 2,468.08
DAILY	\$ 84.55	\$ 89.03	\$ 93.29	\$ 98.15	\$ 102.95	\$ 108.19	\$ 108.19	\$ 113.47
HOURLY	\$ 11.27	\$ 11.87	\$ 12.44	\$ 13.09	\$ 13.73	\$ 14.42	\$ 14.42	\$ 15.13
Range 13								
ANNUAL	\$ 22,603.53	\$ 23,758.34	\$ 24,955.42	\$ 26,194.74	\$ 27,532.64	\$ 28,940.96	\$ 28,940.96	\$ 30,307.03
MONTHLY	\$ 1,883.63	\$ 1,979.86	\$ 2,079.62	\$ 2,182.90	\$ 2,294.39	\$ 2,411.75	\$ 2,411.75	\$ 2,525.59
DAILY	\$ 86.60	\$ 91.03	\$ 95.61	\$ 100.36	\$ 105.49	\$ 110.88	\$ 110.88	\$ 116.12
HOURLY	\$ 11.55	\$ 12.14	\$ 12.75	\$ 13.38	\$ 14.07	\$ 14.78	\$ 14.78	\$ 15.48
Range 14								
ANNUAL	\$ 23,237.26	\$ 24,349.84	\$ 25,617.33	\$ 26,870.73	\$ 28,236.80	\$ 29,616.96	\$ 29,616.96	\$ 31,053.43
MONTHLY	\$ 1,936.44	\$ 2,029.15	\$ 2,134.78	\$ 2,239.23	\$ 2,353.07	\$ 2,468.08	\$ 2,468.08	\$ 2,587.79
DAILY	\$ 89.03	\$ 93.29	\$ 98.15	\$ 102.95	\$ 108.19	\$ 113.47	\$ 113.47	\$ 118.98
HOURLY	\$ 11.87	\$ 12.44	\$ 13.09	\$ 13.73	\$ 14.42	\$ 15.13	\$ 15.13	\$ 15.86
Range 16								
ANNUAL	\$ 24,350.12	\$ 25,617.33	\$ 26,870.73	\$ 28,236.80	\$ 29,645.12	\$ 31,152.02	\$ 31,152.02	\$ 32,715.25
MONTHLY	\$ 2,029.18	\$ 2,134.78	\$ 2,239.23	\$ 2,353.07	\$ 2,470.43	\$ 2,596.00	\$ 2,596.00	\$ 2,726.27
DAILY	\$ 93.30	\$ 98.15	\$ 102.95	\$ 108.19	\$ 113.58	\$ 119.36	\$ 119.36	\$ 125.35
HOURLY	\$ 12.44	\$ 13.09	\$ 13.73	\$ 14.42	\$ 15.14	\$ 15.91	\$ 15.91	\$ 16.71
Range 17								
ANNUAL	\$ 24,955.42	\$ 26,194.74	\$ 27,532.64	\$ 28,842.38	\$ 30,307.03	\$ 31,856.18	\$ 31,856.18	\$ 33,475.76
MONTHLY	\$ 2,079.62	\$ 2,182.90	\$ 2,294.39	\$ 2,403.53	\$ 2,525.59	\$ 2,654.68	\$ 2,654.68	\$ 2,789.65
DAILY	\$ 95.61	\$ 100.36	\$ 105.49	\$ 110.51	\$ 116.12	\$ 122.05	\$ 122.05	\$ 128.26
HOURLY	\$ 12.75	\$ 13.38	\$ 14.07	\$ 14.73	\$ 15.48	\$ 16.27	\$ 16.27	\$ 17.10

SALARY SCHEDULE WHITE COLLAR								
Periods: 12, Days/Year: 261, Hours/Day: 7.5								
WTCL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Range 18								
ANNUAL	\$ 25,617.33	\$ 26,870.73	\$ 28,236.80	\$ 29,715.55	\$ 31,053.43	\$ 32,616.68	\$ 32,616.68	\$ 34,250.34
MONTHLY	\$ 2,134.78	\$ 2,239.23	\$ 2,353.07	\$ 2,476.30	\$ 2,587.79	\$ 2,718.06	\$ 2,718.06	\$ 2,854.19
DAILY	\$ 98.15	\$ 102.95	\$ 108.19	\$ 113.85	\$ 118.98	\$ 124.97	\$ 124.97	\$ 131.23
HOURLY	\$ 13.09	\$ 13.73	\$ 14.42	\$ 15.18	\$ 15.86	\$ 16.66	\$ 16.66	\$ 17.50
Range 19								
ANNUAL	\$ 26,194.74	\$ 27,532.64	\$ 28,842.38	\$ 30,307.03	\$ 31,856.18	\$ 33,532.08	\$ 33,532.08	\$ 35,179.81
MONTHLY	\$ 2,182.90	\$ 2,294.39	\$ 2,403.53	\$ 2,525.59	\$ 2,654.68	\$ 2,794.34	\$ 2,794.34	\$ 2,931.65
DAILY	\$ 100.36	\$ 105.49	\$ 110.51	\$ 116.12	\$ 122.05	\$ 128.48	\$ 128.48	\$ 134.79
HOURLY	\$ 13.38	\$ 14.07	\$ 14.73	\$ 15.48	\$ 16.27	\$ 17.13	\$ 17.13	\$ 17.97
Range 20								
ANNUAL	\$ 26,870.73	\$ 28,236.80	\$ 29,645.12	\$ 31,053.43	\$ 32,616.68	\$ 34,193.99	\$ 34,193.99	\$ 35,982.55
MONTHLY	\$ 2,239.23	\$ 2,353.07	\$ 2,470.43	\$ 2,587.79	\$ 2,718.06	\$ 2,849.50	\$ 2,849.50	\$ 2,998.55
DAILY	\$ 102.95	\$ 108.19	\$ 113.58	\$ 118.98	\$ 124.97	\$ 131.01	\$ 131.01	\$ 137.86
HOURLY	\$ 13.73	\$ 14.42	\$ 15.14	\$ 15.86	\$ 16.66	\$ 17.47	\$ 17.47	\$ 18.38
Range 21								
ANNUAL	\$ 27,532.64	\$ 28,842.38	\$ 30,307.03	\$ 31,856.18	\$ 33,475.76	\$ 35,095.32	\$ 35,095.32	\$ 36,883.88
MONTHLY	\$ 2,294.39	\$ 2,403.53	\$ 2,525.59	\$ 2,654.68	\$ 2,789.65	\$ 2,924.61	\$ 2,924.61	\$ 3,073.66
DAILY	\$ 105.49	\$ 110.51	\$ 116.12	\$ 122.05	\$ 128.26	\$ 134.46	\$ 134.46	\$ 141.32
HOURLY	\$ 14.07	\$ 14.73	\$ 15.48	\$ 16.27	\$ 17.10	\$ 17.93	\$ 17.93	\$ 18.84
Range 22								
ANNUAL	\$ 28,236.80	\$ 29,645.12	\$ 31,053.43	\$ 32,616.68	\$ 34,320.74	\$ 35,982.55	\$ 35,982.55	\$ 37,799.28
MONTHLY	\$ 2,353.07	\$ 2,470.43	\$ 2,587.79	\$ 2,718.06	\$ 2,860.06	\$ 2,998.55	\$ 2,998.55	\$ 3,149.94
DAILY	\$ 108.19	\$ 113.58	\$ 118.98	\$ 124.97	\$ 131.50	\$ 137.86	\$ 137.86	\$ 144.82
HOURLY	\$ 14.42	\$ 15.14	\$ 15.86	\$ 16.66	\$ 17.53	\$ 18.38	\$ 18.38	\$ 19.31
Range 23								
ANNUAL	\$ 28,842.38	\$ 30,307.03	\$ 31,856.18	\$ 33,475.76	\$ 35,095.32	\$ 36,785.30	\$ 36,785.30	\$ 38,756.95
MONTHLY	\$ 2,403.53	\$ 2,525.59	\$ 2,654.68	\$ 2,789.65	\$ 2,924.61	\$ 3,065.44	\$ 3,065.44	\$ 3,229.75
DAILY	\$ 110.51	\$ 116.12	\$ 122.05	\$ 128.26	\$ 134.46	\$ 140.94	\$ 140.94	\$ 148.49
HOURLY	\$ 14.73	\$ 15.48	\$ 16.27	\$ 17.10	\$ 17.93	\$ 18.79	\$ 18.79	\$ 19.80

SALARY SCHEDULE WHITE COLLAR								
Periods: 12, Days/Year: 261, Hours/Day: 7.5								
WTCL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Range 24								
ANNUAL	\$ 29,645.12	\$ 31,053.43	\$ 32,616.68	\$ 34,320.74	\$ 35,982.55	\$ 37,799.28	\$ 37,799.28	\$ 39,700.53
MONTHLY	\$ 2,470.43	\$ 2,587.79	\$ 2,718.06	\$ 2,860.06	\$ 2,998.55	\$ 3,149.94	\$ 3,149.94	\$ 3,308.38
DAILY	\$ 113.58	\$ 118.98	\$ 124.97	\$ 131.50	\$ 137.86	\$ 144.82	\$ 144.82	\$ 152.11
HOURLY	\$ 15.14	\$ 15.86	\$ 16.66	\$ 17.53	\$ 18.38	\$ 19.31	\$ 19.31	\$ 20.28
Range 25								
ANNUAL	\$ 30,307.03	\$ 31,856.18	\$ 33,475.76	\$ 35,095.32	\$ 36,785.30	\$ 38,756.95	\$ 38,756.95	\$ 40,601.84
MONTHLY	\$ 2,525.59	\$ 2,654.68	\$ 2,789.65	\$ 2,924.61	\$ 3,065.44	\$ 3,229.75	\$ 3,229.75	\$ 3,383.49
DAILY	\$ 116.12	\$ 122.05	\$ 128.26	\$ 134.46	\$ 140.94	\$ 148.49	\$ 148.49	\$ 155.56
HOURLY	\$ 15.48	\$ 16.27	\$ 17.10	\$ 17.93	\$ 18.79	\$ 19.80	\$ 19.80	\$ 20.74
Range 26								
ANNUAL	\$ 31,053.43	\$ 32,616.68	\$ 34,320.74	\$ 35,982.55	\$ 37,799.28	\$ 39,700.53	\$ 39,700.53	\$ 41,644.00
MONTHLY	\$ 2,587.79	\$ 2,718.06	\$ 2,860.06	\$ 2,998.55	\$ 3,149.94	\$ 3,308.38	\$ 3,308.38	\$ 3,470.33
DAILY	\$ 118.98	\$ 124.97	\$ 131.50	\$ 137.86	\$ 144.82	\$ 152.11	\$ 152.11	\$ 159.56
HOURLY	\$ 15.86	\$ 16.66	\$ 17.53	\$ 18.38	\$ 19.31	\$ 20.28	\$ 20.28	\$ 21.27
Range 27								
ANNUAL	\$ 31,856.18	\$ 33,475.76	\$ 35,095.32	\$ 36,785.30	\$ 38,756.95	\$ 40,658.18	\$ 40,658.18	\$ 42,672.08
MONTHLY	\$ 2,654.68	\$ 2,789.65	\$ 2,924.61	\$ 3,065.44	\$ 3,229.75	\$ 3,388.18	\$ 3,388.18	\$ 3,556.01
DAILY	\$ 122.05	\$ 128.26	\$ 134.46	\$ 140.94	\$ 148.49	\$ 155.78	\$ 155.78	\$ 163.49
HOURLY	\$ 16.27	\$ 17.10	\$ 17.93	\$ 18.79	\$ 19.80	\$ 20.77	\$ 20.77	\$ 21.80
Range 28								
ANNUAL	\$ 31,912.52	\$ 34,320.74	\$ 35,982.55	\$ 37,799.28	\$ 39,700.53	\$ 41,644.00	\$ 41,644.00	\$ 43,742.40
MONTHLY	\$ 2,659.38	\$ 2,860.06	\$ 2,998.55	\$ 3,149.94	\$ 3,308.38	\$ 3,470.33	\$ 3,470.33	\$ 3,645.20
DAILY	\$ 122.27	\$ 131.50	\$ 137.86	\$ 144.82	\$ 152.11	\$ 159.56	\$ 159.56	\$ 167.60
HOURLY	\$ 16.30	\$ 17.53	\$ 18.38	\$ 19.31	\$ 20.28	\$ 21.27	\$ 21.27	\$ 22.35
Range 29								
ANNUAL	\$ 33,475.76	\$ 35,095.32	\$ 36,785.30	\$ 38,756.95	\$ 40,601.84	\$ 42,615.75	\$ 42,615.75	\$ 44,742.30
MONTHLY	\$ 2,789.65	\$ 2,924.61	\$ 3,065.44	\$ 3,229.75	\$ 3,383.49	\$ 3,551.31	\$ 3,551.31	\$ 3,728.53
DAILY	\$ 128.26	\$ 134.46	\$ 140.94	\$ 148.49	\$ 155.56	\$ 163.28	\$ 163.28	\$ 171.43
HOURLY	\$ 17.10	\$ 17.93	\$ 18.79	\$ 19.80	\$ 20.74	\$ 21.77	\$ 21.77	\$ 22.86

SALARY SCHEDULE WHITE COLLAR								
Periods: 12, Days/Year: 261, Hours/Day: 7.5								
WTCL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Range 30								
ANNUAL	\$ 34,320.74	\$ 35,982.55	\$ 37,799.28	\$ 39,700.53	\$ 41,644.00	\$ 43,742.40	\$ 43,742.40	\$ 45,939.38
MONTHLY	\$ 2,860.06	\$ 2,998.55	\$ 3,149.94	\$ 3,308.38	\$ 3,470.33	\$ 3,645.20	\$ 3,645.20	\$ 3,828.28
DAILY	\$ 131.50	\$ 137.86	\$ 144.82	\$ 152.11	\$ 159.56	\$ 167.60	\$ 167.60	\$ 176.01
HOURLY	\$ 17.53	\$ 18.38	\$ 19.31	\$ 20.28	\$ 21.27	\$ 22.35	\$ 22.35	\$ 23.47
Range 32								
ANNUAL	\$ 35,982.55	\$ 37,799.28	\$ 39,700.53	\$ 41,644.00	\$ 43,742.40	\$ 45,939.38	\$ 45,939.38	\$ 48,220.86
MONTHLY	\$ 2,998.55	\$ 3,149.94	\$ 3,308.38	\$ 3,470.33	\$ 3,645.20	\$ 3,828.28	\$ 3,828.28	\$ 4,018.40
DAILY	\$ 137.86	\$ 144.82	\$ 152.11	\$ 159.56	\$ 167.60	\$ 176.01	\$ 176.01	\$ 184.75
HOURLY	\$ 18.38	\$ 19.31	\$ 20.28	\$ 21.27	\$ 22.35	\$ 23.47	\$ 23.47	\$ 24.63
Range 33								
ANNUAL	\$ 36,785.30	\$ 38,756.95	\$ 40,601.84	\$ 42,615.75	\$ 44,742.30	\$ 46,981.53	\$ 46,981.53	\$ 49,333.43
MONTHLY	\$ 3,065.44	\$ 3,229.75	\$ 3,383.49	\$ 3,551.31	\$ 3,728.53	\$ 3,915.13	\$ 3,915.13	\$ 4,111.12
DAILY	\$ 140.94	\$ 148.49	\$ 155.56	\$ 163.28	\$ 171.43	\$ 180.01	\$ 180.01	\$ 189.02
HOURLY	\$ 18.79	\$ 19.80	\$ 20.74	\$ 21.77	\$ 22.86	\$ 24.00	\$ 24.00	\$ 25.20
Range 34								
ANNUAL	\$ 37,799.28	\$ 39,700.53	\$ 41,644.00	\$ 43,742.40	\$ 45,939.38	\$ 48,220.86	\$ 48,220.86	\$ 50,614.99
MONTHLY	\$ 3,149.94	\$ 3,308.38	\$ 3,470.33	\$ 3,645.20	\$ 3,828.28	\$ 4,018.40	\$ 4,018.40	\$ 4,217.92
DAILY	\$ 144.82	\$ 152.11	\$ 159.56	\$ 167.60	\$ 176.01	\$ 184.75	\$ 184.75	\$ 193.93
HOURLY	\$ 19.31	\$ 20.28	\$ 21.27	\$ 22.35	\$ 23.47	\$ 24.63	\$ 24.63	\$ 25.86
Range 35								
ANNUAL	\$ 38,756.95	\$ 40,601.84	\$ 42,615.75	\$ 44,742.30	\$ 47,023.78	\$ 49,389.76	\$ 49,389.76	\$ 51,826.15
MONTHLY	\$ 3,229.75	\$ 3,383.49	\$ 3,551.31	\$ 3,728.53	\$ 3,918.65	\$ 4,115.81	\$ 4,115.81	\$ 4,318.85
DAILY	\$ 148.49	\$ 155.56	\$ 163.28	\$ 171.43	\$ 180.17	\$ 189.23	\$ 189.23	\$ 198.57
HOURLY	\$ 19.80	\$ 20.74	\$ 21.77	\$ 22.86	\$ 24.02	\$ 25.23	\$ 25.23	\$ 26.48
Range 36								
ANNUAL	\$ 39,700.53	\$ 41,644.00	\$ 43,742.40	\$ 45,939.38	\$ 48,220.86	\$ 50,614.99	\$ 50,614.99	\$ 53,093.64
MONTHLY	\$ 3,308.38	\$ 3,470.33	\$ 3,645.20	\$ 3,828.28	\$ 4,018.40	\$ 4,217.92	\$ 4,217.92	\$ 4,424.47
DAILY	\$ 152.11	\$ 159.56	\$ 167.60	\$ 176.01	\$ 184.75	\$ 193.93	\$ 193.93	\$ 203.42
HOURLY	\$ 20.28	\$ 21.27	\$ 22.35	\$ 23.47	\$ 24.63	\$ 25.86	\$ 25.86	\$ 27.12

SALARY SCHEDULE WHITE COLLAR								
Periods: 12, Days/Year: 261, Hours/Day: 7.5								
WTCL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Range 38								
ANNUAL	\$ 41,644.00	\$ 43,742.40	\$ 45,939.38	\$ 48,220.86	\$ 50,586.84	\$ 53,065.46	\$ 53,065.46	\$ 55,783.52
MONTHLY	\$ 3,470.33	\$ 3,645.20	\$ 3,828.28	\$ 4,018.40	\$ 4,215.57	\$ 4,422.12	\$ 4,422.12	\$ 4,648.63
DAILY	\$ 159.56	\$ 167.60	\$ 176.01	\$ 184.75	\$ 193.82	\$ 203.32	\$ 203.32	\$ 213.73
HOURLY	\$ 21.27	\$ 22.35	\$ 23.47	\$ 24.63	\$ 25.84	\$ 27.11	\$ 27.11	\$ 28.50
Range 40								
ANNUAL	\$ 43,756.48	\$ 45,939.38	\$ 48,220.86	\$ 50,586.84	\$ 53,065.46	\$ 55,783.52	\$ 55,783.52	\$ 58,557.92
MONTHLY	\$ 3,646.37	\$ 3,828.28	\$ 4,018.40	\$ 4,215.57	\$ 4,422.12	\$ 4,648.63	\$ 4,648.63	\$ 4,879.83
DAILY	\$ 167.65	\$ 176.01	\$ 184.75	\$ 193.82	\$ 203.32	\$ 213.73	\$ 213.73	\$ 224.36
HOURLY	\$ 22.35	\$ 23.47	\$ 24.63	\$ 25.84	\$ 27.11	\$ 28.50	\$ 28.50	\$ 29.91
Range 42								
ANNUAL	\$ 45,939.38	\$ 48,220.86	\$ 50,586.84	\$ 53,065.46	\$ 55,755.37	\$ 58,529.75	\$ 58,529.75	\$ 61,444.97
MONTHLY	\$ 3,828.28	\$ 4,018.40	\$ 4,215.57	\$ 4,422.12	\$ 4,646.28	\$ 4,877.48	\$ 4,877.48	\$ 5,120.41
DAILY	\$ 176.01	\$ 184.75	\$ 193.82	\$ 203.32	\$ 213.62	\$ 224.25	\$ 224.25	\$ 235.42
HOURLY	\$ 23.47	\$ 24.63	\$ 25.84	\$ 27.11	\$ 28.48	\$ 29.90	\$ 29.90	\$ 31.39
Range 43								
ANNUAL	\$ 47,023.78	\$ 49,333.43	\$ 51,755.73	\$ 54,438.59	\$ 57,065.11	\$ 60,008.49	\$ 60,008.49	\$ 62,951.87
MONTHLY	\$ 3,918.65	\$ 4,111.12	\$ 4,312.98	\$ 4,536.55	\$ 4,755.43	\$ 5,000.71	\$ 5,000.71	\$ 5,245.99
DAILY	\$ 180.17	\$ 189.02	\$ 198.30	\$ 208.58	\$ 218.64	\$ 229.92	\$ 229.92	\$ 241.19
HOURLY	\$ 24.02	\$ 25.20	\$ 26.44	\$ 27.81	\$ 29.15	\$ 30.66	\$ 30.66	\$ 32.16
Range 44								
ANNUAL	\$ 48,220.86	\$ 50,586.84	\$ 53,065.46	\$ 55,769.45	\$ 58,557.92	\$ 61,487.22	\$ 61,487.22	\$ 64,585.53
MONTHLY	\$ 4,018.40	\$ 4,215.57	\$ 4,422.12	\$ 4,647.45	\$ 4,879.83	\$ 5,123.94	\$ 5,123.94	\$ 5,382.13
DAILY	\$ 184.75	\$ 193.82	\$ 203.32	\$ 213.68	\$ 224.36	\$ 235.58	\$ 235.58	\$ 247.45
HOURLY	\$ 24.63	\$ 25.84	\$ 27.11	\$ 28.49	\$ 29.91	\$ 31.41	\$ 31.41	\$ 32.99
Range 45								
ANNUAL	\$ 49,333.43	\$ 51,741.65	\$ 54,403.37	\$ 57,079.18	\$ 59,994.40	\$ 63,022.29	\$ 63,022.29	\$ 66,134.68
MONTHLY	\$ 4,111.12	\$ 4,311.80	\$ 4,533.61	\$ 4,756.60	\$ 4,999.53	\$ 5,251.86	\$ 5,251.86	\$ 5,511.22
DAILY	\$ 189.02	\$ 198.24	\$ 208.44	\$ 218.69	\$ 229.86	\$ 241.46	\$ 241.46	\$ 253.39
HOURLY	\$ 25.20	\$ 26.43	\$ 27.79	\$ 29.16	\$ 30.65	\$ 32.20	\$ 32.20	\$ 33.79

SALARY SCHEDULE WHITE COLLAR								
Periods: 12, Days/Year: 261, Hours/Day: 7.5								
WTCL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Range 46								
ANNUAL	\$ 53,065.46	\$ 55,769.45	\$ 58,557.92	\$ 61,487.22	\$ 64,543.28	\$ 67,754.24	\$ 67,754.24	\$ 71,106.05
MONTHLY	\$ 4,422.12	\$ 4,647.45	\$ 4,879.83	\$ 5,123.94	\$ 5,378.61	\$ 5,646.19	\$ 5,646.19	\$ 5,925.50
DAILY	\$ 203.32	\$ 213.68	\$ 224.36	\$ 235.58	\$ 247.29	\$ 259.59	\$ 259.59	\$ 272.44
HOURLY	\$ 27.11	\$ 28.49	\$ 29.91	\$ 31.41	\$ 32.97	\$ 34.61	\$ 34.61	\$ 36.32
Range 47								
ANNUAL	\$ 54,417.47	\$ 57,065.11	\$ 60,008.49	\$ 63,022.29	\$ 66,205.10	\$ 69,528.73	\$ 69,528.73	\$ 72,979.11
MONTHLY	\$ 4,534.79	\$ 4,755.43	\$ 5,000.71	\$ 5,251.86	\$ 5,517.09	\$ 5,794.06	\$ 5,794.06	\$ 6,081.59
DAILY	\$ 208.50	\$ 218.64	\$ 229.92	\$ 241.46	\$ 253.66	\$ 266.39	\$ 266.39	\$ 279.61
HOURLY	\$ 27.80	\$ 29.15	\$ 30.66	\$ 32.20	\$ 33.82	\$ 35.52	\$ 35.52	\$ 37.28
Range 49								
ANNUAL	\$ 57,065.11	\$ 60,008.49	\$ 63,022.29	\$ 66,205.10	\$ 69,500.56	\$ 72,950.95	\$ 72,950.95	\$ 76,598.49
MONTHLY	\$ 4,755.43	\$ 5,000.71	\$ 5,251.86	\$ 5,517.09	\$ 5,791.71	\$ 6,079.25	\$ 6,079.25	\$ 6,383.21
DAILY	\$ 218.64	\$ 229.92	\$ 241.46	\$ 253.66	\$ 266.29	\$ 279.51	\$ 279.51	\$ 293.48
HOURLY	\$ 29.15	\$ 30.66	\$ 32.20	\$ 33.82	\$ 35.50	\$ 37.27	\$ 37.27	\$ 39.13
Range 50								
ANNUAL	\$ 58,557.92	\$ 61,487.22	\$ 64,543.28	\$ 67,866.91	\$ 71,162.38	\$ 74,711.33	\$ 74,711.33	\$ 78,401.14
MONTHLY	\$ 4,879.83	\$ 5,123.94	\$ 5,378.61	\$ 5,655.58	\$ 5,930.20	\$ 6,225.94	\$ 6,225.94	\$ 6,533.43
DAILY	\$ 224.36	\$ 235.58	\$ 247.29	\$ 260.03	\$ 272.65	\$ 286.25	\$ 286.25	\$ 300.39
HOURLY	\$ 29.91	\$ 31.41	\$ 32.97	\$ 34.67	\$ 36.35	\$ 38.17	\$ 38.17	\$ 40.05
Range 53								
ANNUAL	\$ 63,064.54	\$ 66,205.10	\$ 69,500.56	\$ 73,077.70	\$ 76,593.80	\$ 80,415.03	\$ 80,415.03	\$ 84,428.75
MONTHLY	\$ 5,255.38	\$ 5,517.09	\$ 5,791.71	\$ 6,089.81	\$ 6,382.82	\$ 6,701.25	\$ 6,701.25	\$ 7,035.73
DAILY	\$ 241.63	\$ 253.66	\$ 266.29	\$ 279.99	\$ 293.46	\$ 308.10	\$ 308.10	\$ 323.48
HOURLY	\$ 32.22	\$ 33.82	\$ 35.50	\$ 37.33	\$ 39.13	\$ 41.08	\$ 41.08	\$ 43.13
Range 55								
ANNUAL	\$ 71,190.55	\$ 74,781.76	\$ 78,499.71	\$ 82,414.85	\$ 86,527.15	\$ 90,808.44	\$ 90,808.44	\$ 95,385.48
MONTHLY	\$ 5,932.55	\$ 6,231.81	\$ 6,541.64	\$ 6,867.90	\$ 7,210.60	\$ 7,567.37	\$ 7,567.37	\$ 7,948.79
DAILY	\$ 272.76	\$ 286.52	\$ 300.77	\$ 315.77	\$ 331.52	\$ 347.93	\$ 347.93	\$ 365.46
HOURLY	\$ 36.37	\$ 38.20	\$ 40.10	\$ 42.10	\$ 44.20	\$ 46.39	\$ 46.39	\$ 48.73



SALARY SCHEDULE WHITE COLLAR								
Periods: 12, Days/Year: 261, Hours/Day: 7.5								
WTCL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Range 56								
ANNUAL	\$ 72,979.11	\$ 76,640.74	\$ 80,499.53	\$ 84,611.83	\$ 88,653.71	\$ 93,089.91	\$ 93,089.91	\$ 97,737.37
MONTHLY	\$ 6,081.59	\$ 6,386.73	\$ 6,708.29	\$ 7,050.99	\$ 7,387.81	\$ 7,757.49	\$ 7,757.49	\$ 8,144.78
DAILY	\$ 279.61	\$ 293.64	\$ 308.43	\$ 324.18	\$ 339.67	\$ 356.67	\$ 356.67	\$ 374.47
HOURLY	\$ 37.28	\$ 39.15	\$ 41.12	\$ 43.22	\$ 45.29	\$ 47.56	\$ 47.56	\$ 49.93
Range 57								
ANNUAL	\$ 74,824.01	\$ 78,541.98	\$ 82,485.26	\$ 86,611.64	\$ 90,921.10	\$ 95,484.06	\$ 95,484.06	\$ 100,230.09
MONTHLY	\$ 6,235.33	\$ 6,545.16	\$ 6,873.77	\$ 7,217.64	\$ 7,576.76	\$ 7,957.01	\$ 7,957.01	\$ 8,352.51
DAILY	\$ 286.68	\$ 300.93	\$ 316.04	\$ 331.85	\$ 348.36	\$ 365.84	\$ 365.84	\$ 384.02
HOURLY	\$ 38.22	\$ 40.12	\$ 42.14	\$ 44.25	\$ 46.45	\$ 48.78	\$ 48.78	\$ 51.20
Range 58								
ANNUAL	\$ 74,464.32	\$ 78,187.93	\$ 82,097.27	\$ 86,202.59	\$ 90,513.01	\$ 95,038.77	\$ 95,038.77	\$ 99,790.14
MONTHLY	\$ 6,205.36	\$ 6,515.66	\$ 6,841.44	\$ 7,183.55	\$ 7,542.75	\$ 7,919.90	\$ 7,919.90	\$ 8,315.84
DAILY	\$ 285.30	\$ 299.57	\$ 314.55	\$ 330.28	\$ 346.79	\$ 364.13	\$ 364.13	\$ 382.34
HOURLY	\$ 38.04	\$ 39.94	\$ 41.94	\$ 44.04	\$ 46.24	\$ 48.55	\$ 48.55	\$ 50.98
Range 59								
ANNUAL	\$ 76,326.12	\$ 80,143.17	\$ 84,150.50	\$ 88,357.23	\$ 92,775.89	\$ 97,414.45	\$ 97,414.45	\$ 102,285.46
MONTHLY	\$ 6,360.51	\$ 6,678.60	\$ 7,012.54	\$ 7,363.10	\$ 7,731.32	\$ 8,117.87	\$ 8,117.87	\$ 8,523.79
DAILY	\$ 292.44	\$ 307.06	\$ 322.42	\$ 338.53	\$ 355.46	\$ 373.24	\$ 373.24	\$ 391.90
HOURLY	\$ 38.99	\$ 40.94	\$ 42.99	\$ 45.14	\$ 47.40	\$ 49.76	\$ 49.76	\$ 52.25
Range 60								
ANNUAL	\$ 78,234.65	\$ 82,147.41	\$ 86,253.86	\$ 90,566.56	\$ 95,095.74	\$ 99,850.53	\$ 99,850.53	\$ 104,842.31
MONTHLY	\$ 6,519.55	\$ 6,845.62	\$ 7,187.82	\$ 7,547.21	\$ 7,924.65	\$ 8,320.88	\$ 8,320.88	\$ 8,736.86
DAILY	\$ 299.75	\$ 314.74	\$ 330.47	\$ 347.00	\$ 364.35	\$ 382.57	\$ 382.57	\$ 401.69
HOURLY	\$ 39.97	\$ 41.97	\$ 44.06	\$ 46.27	\$ 48.58	\$ 51.01	\$ 51.01	\$ 53.56
Range 61								
ANNUAL	\$ 80,191.03	\$ 84,200.64	\$ 88,410.78	\$ 92,830.58	\$ 97,472.56	\$ 102,345.85	\$ 102,345.85	\$ 107,462.97
MONTHLY	\$ 6,682.59	\$ 7,016.72	\$ 7,367.57	\$ 7,735.88	\$ 8,122.71	\$ 8,528.82	\$ 8,528.82	\$ 8,955.25
DAILY	\$ 307.25	\$ 322.61	\$ 338.74	\$ 355.67	\$ 373.46	\$ 392.13	\$ 392.13	\$ 411.74
HOURLY	\$ 40.97	\$ 43.01	\$ 45.17	\$ 47.42	\$ 49.79	\$ 52.28	\$ 52.28	\$ 54.90

SALARY SCHEDULE WHITE COLLAR								
Periods: 12, Days/Year: 261, Hours/Day: 7.5								
WTCL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Range 62								
ANNUAL	\$ 82,195.26	\$ 86,305.14	\$ 90,621.25	\$ 95,151.57	\$ 99,909.78	\$ 104,904.98	\$ 104,904.98	\$ 110,149.72
MONTHLY	\$ 6,849.61	\$ 7,192.09	\$ 7,551.77	\$ 7,929.30	\$ 8,325.81	\$ 8,742.08	\$ 8,742.08	\$ 9,179.14
DAILY	\$ 314.92	\$ 330.67	\$ 347.21	\$ 364.57	\$ 382.80	\$ 401.93	\$ 401.93	\$ 422.03
HOURLY	\$ 41.99	\$ 44.09	\$ 46.29	\$ 48.61	\$ 51.04	\$ 53.59	\$ 53.59	\$ 56.27
Range 63								
ANNUAL	\$ 84,250.77	\$ 88,463.19	\$ 92,886.41	\$ 97,530.67	\$ 102,407.38	\$ 107,527.92	\$ 107,527.92	\$ 112,903.69
MONTHLY	\$ 7,020.90	\$ 7,371.93	\$ 7,740.53	\$ 8,127.56	\$ 8,533.95	\$ 8,960.66	\$ 8,960.66	\$ 9,408.64
DAILY	\$ 322.80	\$ 338.94	\$ 355.89	\$ 373.68	\$ 392.37	\$ 411.98	\$ 411.98	\$ 432.58
HOURLY	\$ 43.04	\$ 45.19	\$ 47.45	\$ 49.82	\$ 52.32	\$ 54.93	\$ 54.93	\$ 57.68
Range 64								
ANNUAL	\$ 88,949.45	\$ 93,399.73	\$ 98,061.27	\$ 102,962.23	\$ 108,116.67	\$ 113,510.54	\$ 113,510.54	\$ 119,200.14
MONTHLY	\$ 7,412.45	\$ 7,783.31	\$ 8,171.77	\$ 8,580.19	\$ 9,009.72	\$ 9,459.21	\$ 9,459.21	\$ 9,933.35
DAILY	\$ 340.80	\$ 357.85	\$ 375.71	\$ 394.49	\$ 414.24	\$ 434.91	\$ 434.91	\$ 456.71
HOURLY	\$ 45.44	\$ 47.71	\$ 50.10	\$ 52.60	\$ 55.23	\$ 57.99	\$ 57.99	\$ 60.89
Range 65								
ANNUAL	\$ 91,217.67	\$ 95,781.43	\$ 100,561.84	\$ 105,587.76	\$ 110,873.65	\$ 116,405.06	\$ 116,405.06	\$ 122,239.75
MONTHLY	\$ 7,601.47	\$ 7,981.79	\$ 8,380.15	\$ 8,798.98	\$ 9,239.47	\$ 9,700.42	\$ 9,700.42	\$ 10,186.65
DAILY	\$ 349.49	\$ 366.98	\$ 385.29	\$ 404.55	\$ 424.80	\$ 446.00	\$ 446.00	\$ 468.35
HOURLY	\$ 46.60	\$ 48.93	\$ 51.37	\$ 53.94	\$ 56.64	\$ 59.47	\$ 59.47	\$ 62.45

SALARY SCHEDULE WHITE COLLAR								
Periods: 12, Days/Year: 261, Hours/Day: 7.5								
WTCL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
SHIFT DIFERENTIAL								
REGULAR FULL-TIME EMPLOYEES WHOSE WORK ASSIGNMENT BEGINS 3:00 PM AND 10:00 PM SHALL RECEIVE AN								
ADDITIONAL 47 CENTS PER HOURS, AS A								
SHIFT DIFERENTIAL.								
REGULAR FULL-TIME EMPLOYEES WHOSE WORK ASSIGNMENT BEGINS AFTER 10:00 PM AND BEFORE 3:00 AM SHALL								
RECEIVE AN ADDITIONAL 71 CENTS PER HOUR, FOR A SHIFT DIFERENTIAL.								
LONGEVITY PAY								
REGULAR EMPLOYEES IN THE UNIT WHO HAVE BEEN EMPLOYED ON A HALF-TIME OR MORE BASIS SHALL RECEIVE THE FOLLOWING								
LONGEVITY PAY: (3.75 HOURS OR MORE)								
EFFECTIVE 7/1/91								
NUMBER OF YEARS								
CONTINUOUS SERVICE				AMOUNT PER MONTH				
10 YEARS		\$10.38						
15 YEARS		\$20.81						
20 YEARS		\$31.20						
25 YEARS		\$41.57						
30 YEARS		\$52.00						
35 YEARS		\$62.40						
40 YEARS		\$72.80						
BILINGUAL POSITIONS: By virtue of the bilingual requirement, persons selected for bilingual positions shall receive a \$60 stipend								
per month.								
Range 58, 59, 60, 61, 62 and 63 are unassigned Job Classifications.								
Range 64 is Occupational Therapist - Special Ed.								
Salary Schedule WTCL 261 Days 7.5 Hours.								
3.87% COLA - Implemented 05/31/2002.								
Includes 2% increase effective 7/1/2013								

Tentative Agreement -- Health and Welfare Benefits

File ID Number  
 Introduction Date  
 Enactment Number  
 Enactment Date

15-1184  
 6-24-15

**TENTATIVE AGREEMENT  
 COORDINATED BARGAINING REGARDING HEALTH AND WELFARE BENEFITS  
 BETWEEN THE OAKLAND UNIFIED SCHOOL DISTRICT  
 AND THE SIGNATORY UNIONS**

**Preamble**

This agreement ("Agreement") sets forth the understandings of Oakland Unified School District ("OUSD" or "District"), and the exclusive employee labor Unions representing American Federation of State County and Municipal Employees (AFSCME) Local 257, Building Trades Council, California School Employees Association (CSEA) Oakland 1, Oakland Education Association (OEA), Service Employees International Union (SEIU) 1021, Teamsters Local 853, Teamsters Local 70 and United Administrators of Oakland Schools (UAOS) ("Signatory Unions") regarding the coordinated bargaining process to be conducted through the Health Benefits Governance Board. The District and Signatory Unions are also referred to as the "Parties".

This Agreement is the result of coordinated bargaining during the 2014-2015 school year over health and welfare benefits and covers the manner in which health and welfare plan design and costs, including the impacts of legislation will be addressed commencing with the 2015-2016 school year (i.e. July 1, 2015). As used in this Article, "health and welfare benefits" includes medical, dental, life insurance, vision, long-term disability and any other plans adopted pursuant to this Article, including new plans and/or modifications or termination of existing plans as of the date of this Agreement.

**I. Establishment of the Health Benefits Governance Board**

The Parties hereby agree to establish the Oakland Unified School District Health Benefits Governance Board ("HBGB"). The purpose of the HBGB shall be to:

1. Establish shared ownership and responsibility among the Parties for the quality and continued viability of health and welfare benefits;
2. Achieve stability, predictability, and equitability of health and welfare benefit programs (referred to as "Health and Welfare Plans" or "Plans");
3. Maintain at least two affordable medical plans from which to choose;
4. Provide the best health and welfare benefits possible at reasonable and affordable cost to the District and employee participants;
5. Encourage and incentivize employee wellness and preventive health care as cornerstones of all District health and welfare plans, to the benefit of District employees, eligible dependents and in the interest of containing premium increases;

## Tentative Agreement -- Health and Welfare Benefits

6. Cover with health and welfare benefits all participating employees with minimum or no employee premium contributions;
7. Provide for an annual increase in the District's contribution which shall be recognized by all parties as part of negotiated total compensation increases for District employees;
8. Emphasize the critical role of the HBGB to contain costs within the annual budget for health and welfare benefits plus reserves funds, if any, (referred to as the "Health and Welfare Fund" or "Fund") through vendor participants, plan design and, if necessary, through direct contributions from participants;
9. Incentivize the HBGB to enact, in a timely and preventive manner, meaningful changes to District plan designs and to take whatever measures are necessary to live within the health and welfare Fund as set-forth herein; and
10. Explore options to reduce the cost of early retirees' (pre-Medicare) benefit costs.

### II. Health and Welfare Benefits Governance Board

1. Composition: The HBGB shall be comprised of up to three (3) representatives from the District, up to three (3) unrepresented (non-voting) and up to three (3) from each Signatory Union. This does not preclude the HBGB from inviting others to attend who have expertise in a certain area.
2. Procedures: The HBGB will, as soon as possible, establish written bylaws for conducting its functions as set forth in this Article. Such procedures shall include:
  - a. Voting procedures, including absentee voting;
  - b. Chairing of the HBGB;
  - c. Establishing regular meeting dates;
  - d. Establishing necessary subcommittees; and
  - e. The agendaing and prioritizing of HBGB activities, including scheduling as soon as possible appropriate training and in-service activities for HBGB members, with terms promoting stability and continuity of membership in order to foster expertise in the subject matter of the HBGB.
3. The Signatory Unions and the District shall each have one (1) vote on the HBGB.
4. The HBGB shall whenever possible make decisions by consensus which, for purposes of this agreement, is defined as follows:
  - a. Agreement seeking: a consensus decision-making process attempts to help everyone get what they need;
  - b. Collaborative: participants contribute to a shared proposal and shape it into a decision that meets the concerns of all group members as much as possible;

- c. Cooperative: participants in an effective consensus process should strive to reach the best possible decision for the group and all of its members;
  - d. Egalitarian: all members of a consensus decision-making body should be afforded, as much as possible, equal input into the process, with all members having the opportunity to present and amend proposals;
  - e. Inclusive: as many stakeholders as possible should be involved in the consensus decision-making process; and
  - f. Participatory: the consensus process should actively solicit the input and participation of all decision-makers.
5. Should the HBGB be unable to reach consensus, a proposed action must receive an affirmative vote by both the Signatory Unions and the District in order to be approved and implemented. An affirmative vote by the Signatory Unions shall consist of at least OEA and five (5) of the seven (7) remaining Signatory Unions.
- a. Should this Article be deleted and replaced by an individually negotiated health and welfare benefits article/appendix through the negotiations process between the District and an exclusive Signatory Union, then the remaining Signatory Unions and the District shall engage in coordinated bargaining to re-determine the definition of an affirmative vote.
6. Should a proposed action result in a deadlocked vote, the proposed action shall be submitted to a hybrid mediation-arbitration process (Med-Arb) as set forth in this Article.
- a. The Parties shall first attempt to reach agreement, working together and in private sessions with a mediator or "med-arbiter," a neutral third party trained in Med-Arb who shall be selected by the HBGB according to section 6.h. within ten 10 days of the deadlock vote unless extended by the HBGB.
  - b. At least three (3) mediation sessions shall be held within 45-calendar days following selection of the med-arbiter, subject to the parties mutually agreeing to additional mediation sessions and/or a longer time period.
  - c. When some or all of the dispute or disagreement remains unresolved in mediation, the remaining matter(s) would then be arbitrated based on the information received during mediation and any additional process that may be ordered by the med-arbiter.
  - d. Within seven (7) days of the conclusion of the mediation stage, each individual Signatory Union and the District shall state in writing its official position.
  - e. By the tenth (10<sup>th</sup>) day following the conclusion of the mediation stage, the med-arbiter shall impose a binding decision, which shall be confined to either a Signatory Union's or the District's pre-arbitration official position (6.d. above). Should the Parties reach an agreement on some issues, the med-arbiter shall rule only on the issues that remain.
  - f. The med-arbiter shall have no authority to increase the District's contribution toward the cost of health and welfare benefits. Rather, such an increase can

- only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties.
- g. Any remedy/award ordered by the med-arbiter as a result of arbitration must conform to and comply with all legal requirements as well as established timelines for implementation of changes to the District health and welfare Plans.
  - h. The cost of the med-arbiter is to be borne by the Health and Welfare Fund. The med-arbiter shall be selected from either a standing list of names established by the HBGB, or a list of trained med-arbiters provided by the California State Mediation and Conciliation Service. If the Parties are unable to agree on an individual from the list being utilized, they shall strike names, with the first party determined by coin toss.

### **III. Role and Operations of the Health Benefits Governance Board**

1. Plan Consultant: A consultant shall be selected by the HBGB. The contract for the consultant shall be recommended by the HBGB, subject to District contract approval processes and final approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
2. Responsibility for Plan Design: All Plan design modifications, including, but not limited to, co-pays; deductibles; participant benefit contributions (e.g., at tiers of coverage); premium contributions and assessments; determination of eligible participants; and selection, addition or termination of health Plans/providers for all eligible participants in health and welfare benefits Plans shall be made by the HBGB (unless a deadlock goes to Med-Arb), and implemented upon HBGB action/arbitration decision without the need for further negotiations and/or ratification by the parties.
  - a. Any employee participant contributions (e.g. for benefit configuration amounts and/or premiums) shall be accomplished through automatic payroll deduction for employee participants and through direct contributions from all other eligible participants.
  - b. Notwithstanding any other provision of this Agreement, any proposed change that would expand, limit or otherwise alter eligibility to participate in health and welfare Plans shall be enacted only upon affirmative vote of the HBGB. When there is a deadlock 1:1 vote, such changes shall not be enacted and the provision of section II. 6 above shall not apply.
3. Board Approval of Contracts: All vendor contracts shall be negotiated by the HBGB and/or its designated representative(s), in accordance with District procurement rules and related policies. Such contracts shall be subject to Board of Education approval. Such approval shall not be arbitrarily or unreasonably withheld.

#### IV. Calculation of Defined District Total Annual Contribution to the Health and Welfare Fund

1. Funding for Health and Welfare Fund, to cover all health and welfare benefits as used in this Article, shall be from contributions from the District and from contributions from eligible participants.

- a. The contribution from the District for the 2015-2016 fiscal year shall be set using the following two factors: the base amount per authorized 1.0 FTE (BASE) and total of all authorized full-time equivalent positions (FTE). The contribution from the District for the 2016-2017 and subsequent fiscal years shall be set using the following three factors: the base amount per authorized 1.0 FTE (BASE); the per pupil percentage change to the District's Local Control Funding Formula Base Grant (LCFF); and total of all authorized full-time equivalent positions (FTE). The contribution from the District for the coming fiscal year shall be set using the information contained in the current First Interim Financial Statement following its acceptance by the Board of Education. For example, the contribution for the 2016-2017 fiscal year shall be set using the First Interim Financial Statement for the 2015-2016 fiscal year (to determine (a)(ii) below) and the October 31<sup>st</sup> Position Control Report for the 2015-2016 fiscal year (to determine (a)(iii) below). This calculation shall be as follows:

- i. take the BASE for the current fiscal year;
- ii. get the LCFF by calculating the year-over-year per pupil percentage change (increase or decrease) to the District's Local Control Funding Formula Base Grant from the prior year to the current year;
- iii. take the FTE from the total of all authorized full-time equivalent positions covered by this Agreement for the current fiscal year as set forth in the Position Control Report as of October 31<sup>st</sup>; and
- iv. increase or decrease the BASE by the LCFF and then multiply by the FTE as defined in iii above.

Notes: All figures to be rounded to the nearest hundredth. The initial BASE, for the 2015-2016 fiscal year, shall be \$12,117.00.

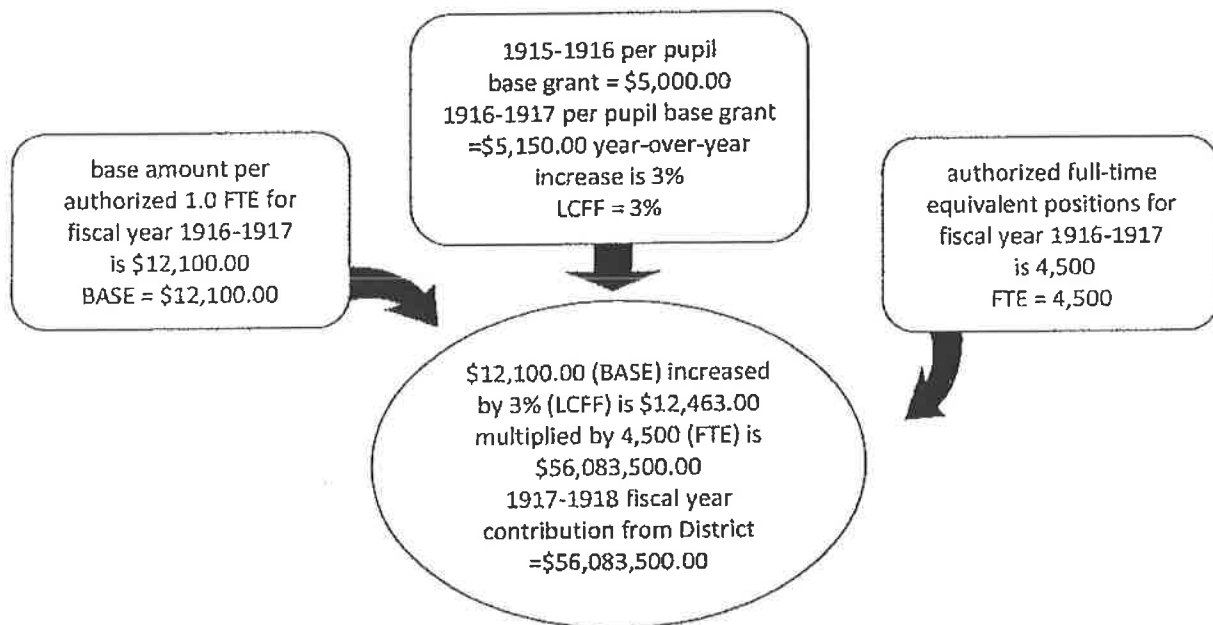
- b. Any funds not expended due to the number of budgeted FTE's exceeding the number of eligible participants shall remain in the Health and Welfare Fund as a reserve to mitigate future health benefit cost increases.
- c. For the 2015-2016 fiscal year, the District shall contribute an amount to cover the difference between the BASE and the actual per FTE cost of filled FTE's above 91% of the authorized FTE's for that year (referred to by the parties as "the fill rate"). The fill rate shall be based on the October 31<sup>st</sup> Position Control Report for the 2015-2016 fiscal year.
- d. Commencing with the 2016-2017 fiscal year, if the "fill rate" exceeds 93% in any fiscal year, based on the October 31<sup>st</sup> Position Control Report for that fiscal year, upon the request of either the Signatory Unions or the District, the parties will engage in coordinated bargaining to explore modification of the calculations set forth in this section IV.



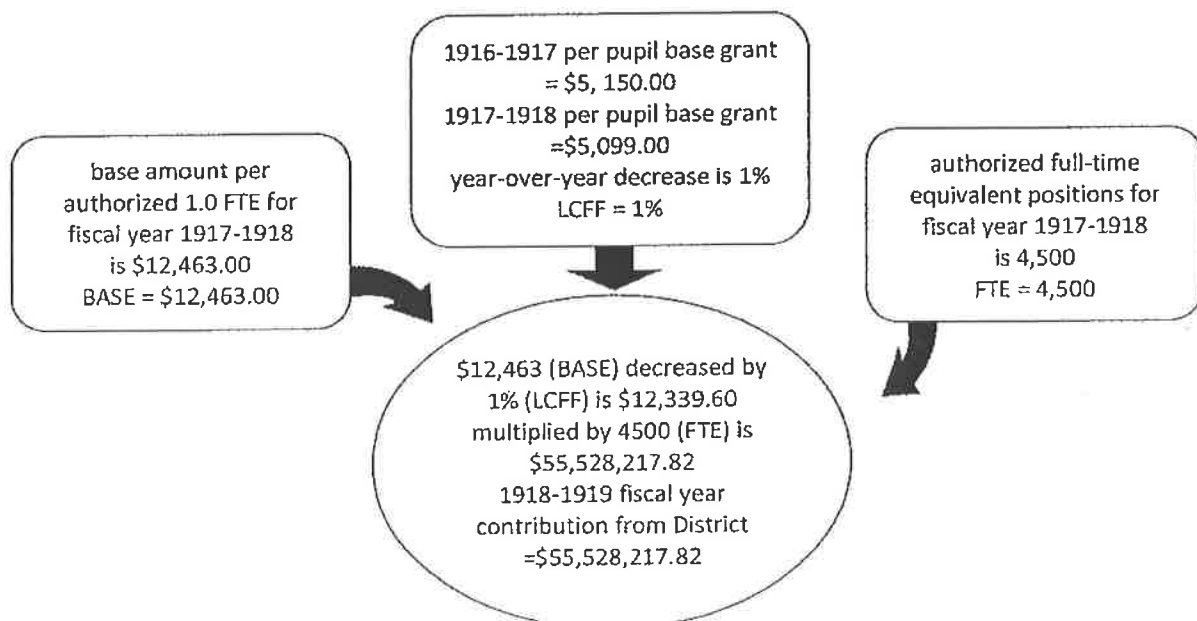
- e. If the number of eligible participants exceeds the number of authorized FTE's the District shall automatically contribute additional BASE to the Health and Welfare Fund for each such excess FTE.

**Following Examples Solely for Illustrative Purposes**

**Determining the 1917-1918 Fiscal Year Contribution from the District to the Health and Welfare Fund**



**Determining the 1918-1919 Fiscal Year Contribution from the District to the Health and Welfare Fund**



2. The contributions from eligible participants shall be determined annually by the HBGB in accordance with the provisions of this Article.
  - a. The contributions from eligible participants for the coming fiscal year shall be set and made available to the District and its employees prior to the annual open-enrollment period.
3. If the Local Control Funding Formula, what is required for the District's financial statement, and/or any other local, state, or federal enactment creates a structural change from the provisions in effect on the date of this Agreement school year and/or California has yet to adopt a fiscal year budget by the time of the First Interim Financial Statement, the HBGB will determine what changes, if any, should be made to the calculation contained in IV. 1.
  - a. When there is a deadlocked 1:1 vote, such proposed changes shall not be enacted and the provisions of II. 6. above shall not apply.
  - b. Instead, the parties will engage in coordinated bargaining to resolve outstanding issues.
4. The Parties recognize that District increases to the Health and Welfare Fund as set forth in IV. 1., shall automatically be deducted from additional dollars actually received by the District that are available for negotiations over potential salary increases for the applicable school year.
5. Administrative Costs: The requirement that health benefits expenses operate within the Health and Welfare Fund annual budget as established by the HBGB set forth above shall include, as an expense to be covered by the health Fund, any costs associated with administration of the health Fund with the expenses and contribution to be evaluated on an incurred basis. Such administrative costs may include but are not limited to training for HBGB members, any non-vendor covered costs associated with the annual Health Fair, any additional open enrollments mandated by the HBGB due to vendor and/or plan changes. By January 31<sup>st</sup> of each plan year covered by this Agreement, the District shall provide the HBGB with an itemized report on the administrative costs incurred in the previous plan year. With respect to legal costs for outside counsel in defense of claims against the District arising out of decisions or actions of the HBGB and/or the District arising under this Agreement, and that are therefore to be treated as administrative costs, the District and the HBGB shall cooperatively consult regarding selection of such counsel, defense strategies to be employed, scope of work and estimated costs.

#### **V. Status of the Health and Welfare Fund and Shortfall Provisions**

1. The HBGB shall report to the District and Signatory Unions on at least a quarterly basis regarding the status of the Health and Welfare Fund.
  - a. Specifically, such reports shall indicate whether actual expenditures from all components of health and welfare benefits Plans are projected to exceed

budgeted Health and Welfare Fund revenues. This determination shall be made based on claims and experience and expenses to date, projected according to objective, industry-based and historical trends, to yield an annualized projection of total expenditures.

2. **Unspent Reserve Funds:** Any unspent funds in the Health and Welfare Fund (after all of the prior year's costs have been covered) shall remain as an ending balance in the Fund and carried over as a beginning balance to the next year. This does not reduce the District's contribution amount as calculated in IV. 1. Conversely, if actual costs for any given year exceed the District's defined total aggregate contribution, following implementation of 3.a, b and c below; such amount shall be deducted from the District's obligation for the following year pursuant to section 3. d. below.
3. **Projected Shortfall:** When a shortfall is projected, the HBGB shall act immediately and within thirty (30) days of receiving a recommendation from the consultant and/or plan administrator to utilize available Health and Welfare Fund reserves and/or other action(s) to mitigate the shortfall within the fiscal year in which it is projected to occur.
  - a. In determining the amount of Health and Welfare Fund reserve utilization and/or any special assessment, the HBGB shall base its decision on the information and recommendations of the HBGB's consultant and/or plan administrator, as well as maintaining an adequate reserve.
  - b. When there is a deadlock 1:1 vote, on the foregoing determination, such proposed changes shall not be enacted and the provisions of II. 6. shall not apply.
  - c. Instead, all employee participants, exclusive of dependents, shall be assessed an equal, flat special assessment necessary to negate the shortfall within the fiscal year in which it is projected to occur.
  - d. When any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health and Welfare Fund for the following year.

## **VI. Effect of Agreement**

1. This Agreement becomes effective only upon ratification by all parties that are signatories to this Agreement. If any such party fails to ratify this Agreement, the Parties shall immediately engage in coordinated bargaining to resolve outstanding issues, and achieve successful ratification, if possible.
2. Upon ratification by all Parties, this Agreement supersedes all existing collectively negotiated agreements between the District and Signatory Unions regarding health and welfare benefits Plans. Such agreements shall be modified, as well as all relevant Board/District policies and regulations, where appropriate to include the provisions of this Agreement.

3. Hold Harmless: As part of this Agreement, the Parties agree as follows:
  - a. Health and welfare benefits and associated structures for premium contributions in effect for the 2014-2015 fiscal year shall remain in effect for the 2015-2016 fiscal year.
  - b. All litigation regarding the subject matter covered by this Agreement shall be withdrawn with prejudice by the initiating party. These include the following matters pending before the Public Employment Relations Board:

AFSCME SF-CE-3077-E  
OEA SF-CE-3084-E  
SEIU SF-CE-3082-E  
BCTC SF-CE-3078-E  
UAOS SF-CE-3083-E

4. This Agreement shall continue in effect upon expiration and is subject to amendment only through a coordinated bargaining process that includes all Signatory Unions and the District, similar to the one used for its establishment.

#### **VII. WITHDRAWAL FROM PLANS**

1. District: If the District for any reason seeks to cease its participation in this Agreement and the HBGB, this may occur only through a coordinated bargaining process that includes all Signatory Unions and the District similar to the one used to establish this Agreement. Withdrawal may occur only pursuant to a negotiated agreement or exhaustion of the legally required impasse process.
2. Unions: If one of the Signatory Unions, for any reasons, seeks to cease its participation in this Agreement and the HBGB, the HBGB shall continue for the benefit of all remaining Parties and the District's obligation to contribute to the Fund shall continue.
  - a. Any Signatory Union which ceases its participation shall forfeit any and all rights and interest in this Agreement or any of its assets and shall not be entitled to any share of the reserve maintained by the HBGB upon its withdrawal from participation.
  - b. Notice of withdrawal shall be served in writing to the HBGB no later than three (3) months prior to the end of the benefits plan year.
  - c. The effective date of the Signatory Union's withdrawal shall be fifteen (15) months after the withdrawal notification submitted to the HBGB. For example, for a plan year that runs from July 1, 2016 through June 30, 2017, a notice of withdrawal on or before March 31, 2016 will be effective June 30, 2017.

#### **VIII. DEFINITIONS**

As used in this Agreement the following words and phrases shall be defined as provided in this section.

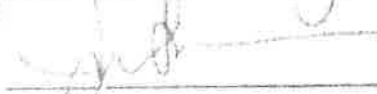
1. Day(s): A day during which the District Office is open for business.
2. Eligible Participant: Any employee participant or retiree or beneficiary who is eligible to receive a health and welfare benefit of any type as defined in the second paragraph of the Preamble to this Agreement.
3. Employee Participant or Participating Employee: All persons included in a bargaining unit as described in a collective bargaining agreement between the Parties, and any other employee of the District whether or not covered by a collective bargaining agreement. Persons employed under individually negotiated contracts or serving on the District governing Board of Trustees may also be included within these terms. If such persons are not covered by the Health and Welfare Plans contained in this Agreement the cost of any separate coverage should not be charged against the Health and Welfare Fund as defined in this Agreement.
4. Health and Welfare Fund or Health Fund or Fund: The District's internal Health and Welfare Fund composed of monies segregated from the District's General Fund to be used for health coverage for eligible participants through the Health and Welfare Plans administered by the Health Benefits Governing Board.
5. Health and Welfare Benefits Plan(s) or Health and Welfare Plan(s) or Plan(s): The benefits administered by the Health Benefits Governing Board pursuant to the terms of the collective bargaining agreements between the Parties.

Tentative Agreement -- Health and Welfare Benefits

AGREED and SIGNED this 13 day of May, 2015

  
Troy Christmas, Oakland Unified School District


  
Jenine Lindsey, Oakland Unified School District


  
Jerry Johnson, Oakland Unified School District

  
Pam Goo, Oakland Unified School District

  
Ryan Apperson, CSEA Oakland 1

  
Doug Appel, California Teachers Association

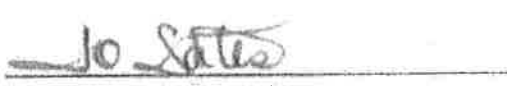
  
Trish Gorham, Oakland Education Association

  
Bettie Reed Smith, SEIU Local 1021


  
Melvin Phillips, SEIU Local 1021

  
Ronda Goldsby, SEIU Local 1021


  
Sherman Phillips, AFSCME Local 257

  
Jo Bates, AFSCME Local 257

  
David Hunter, Building Trades Council

  
Mary Helen Morman, Building Trades Council

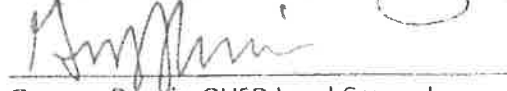
  
Gene Lombardi, CSEA Oakland 1

  
Dominic Chiovare, Teamsters Local 70

  
Ray Torres, Teamsters Local 853

  
Jo Anna Lougin, United Administrators, UAOS

  
Loran Cherry, United Administrators, UAOS

  
Gregory Dannis, OUSD Legal Counsel  
Dannis Woliver Kelley