

AGREEMENT

BETWEEN



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

AND

**OAKLAND CHILD DEVELOPMENT
PARAPROFESSIONAL ASSOCIATION**

Representing

Child Development Centers

Instructional Assistants

For The Period

July 1, 2009 – June 30, 2012

(Contract Extension -July 1, 2012 - June 30, 2015¹)

¹ July 1, 2004 – June 30, 2005 agreement extended and July 1, 2005 through June 30, 2006 agreement extended.

This page is intentionally blank.

Bargaining Teams

OUSD

Troy Christmas

OCDPA

Nely Obligacion

Ronda Goldsby

Rita Bailey

Bettie Reed-Smith

SUPERINTENDENT

Anthony Smith, Ph.D.

Board of Education

David Kakishiba

Jumoke Hinton Hodge

Gary Yee

Jody London

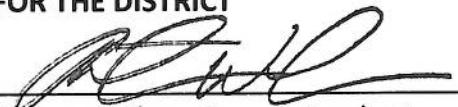
Christopher Dobbins

Roseann Torres

James Harris

IN WITNESS WHEREOF, the parties have executed this Agreement on the 10th day of September, 2014.

FOR THE DISTRICT


Antwan Wilson, Superintendent
Secretary, Board of Education


David Kakishaba, President
Board of Education


Troy Christmas, Director of Labor Strategy

FOR OCDPA/SEIU 1021


Nely Obligation, Director, Higher Education K-14


Pete Castelli, Executive Director, Field and Programs


Ronda Goldsby, Field Representative


Bettie Reed Smith, President


Rita Bailey, 2nd Vice President

Approved as to form and content:

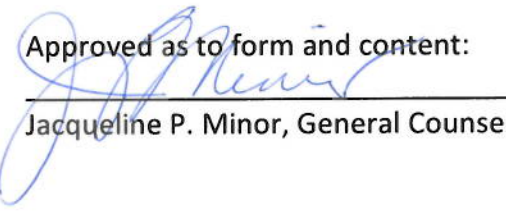

Jacqueline P. Minor, General Counsel

TABLE OF CONTENTS

ARTICLE 1 - AGREEMENT	1
A. Parties to Agreement	1
B. Legality	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - DEFINITIONS	1
ARTICLE 4 - NON-DISCRIMINATION	4
ARTICLE 5 - CLASSIFICATION	4
A. Duties and Responsibilities	4
B. Job Descriptions	4
ARTICLE 6 - HOURS OF EMPLOYMENT	4
A. Purpose of Article	4
B. Hours	4
C. Rest Periods	5
D. Meal Periods	5
E. Overtime/Extra Time	5
F. Weekend Assignments	6
G. Increased Hours	6
ARTICLE 7 - HOLIDAYS	6
A. General Holidays	6
B. Saturday/Sunday Holidays	6
C. Other Holidays	7
D. Holiday Eligibility	7
ARTICLE 8 - VACATIONS	7
A. Eligibility	7
B. Entitlement	7
C. Scheduling	8
D. Accumulation and Use	8
E. Probationary Employees	9
F. Separation/Termination	9
ARTICLE 9 - LEAVES	10
A. Sick Leave	10
B. Exhaustion of Sick Leave – Extended Illness	12
C. Illness During Vacation	12
D. Personal Necessity Leave	12
E. Industrial Injury and Illness Leave	12
F. Parental Leave	13
G. Military Leave	15
H. Bereavement Leave	15
I. Jury Duty Leave	16
J. Study Leave	16
K. Personal Leave	16
L. Emergency Leave	17

M. Leave to Seek and/or Hold Public Office	17
N. Leave to Attend to Outside Remunerative Business.....	18
O. Family and Medical Leave.....	18
P. Family/School Partnership Leave	18
Q. Other Unpaid Leave.....	18
R. General Conditions:	18
S. Return from Leave	19
ARTICLE 10 - COMPENSATION.....	19
A. Salary	19
B. Salary Increments (Steps and Ranges).....	19
C. Longevity	19
E. Automobile Expenses	19
ARTICLE 11 - HEALTH AND WELFARE	20
A. Health and Dental Insurance	20
B. Health Insurance	21
C. Dental Insurance	22
D. Vision Insurance	23
E. Life Insurance	23
F. Long-Term Disability Insurance.....	23
G. COBRA.....	24
H. Liability Insurance	24
I. Health Benefits Improvement Committee	24
ARTICLE 12 - ANNUITY PLAN	24
A. Annuity Plan	24
ARTICLE 13 - PROFESSIONAL GROWTH AND CAREER LADDER.....	25
A. Career Ladder.....	25
ARTICLE 14 - TRANSFERS AND VACANCIES	25
A. Definitions.....	25
B. Unit Member Transfer Request	25
C. Vacancies	25
D. Additional Time Posting	26
E. Site Closure for Reconstruction.....	26
F. Involuntary Transfer	27
ARTICLE 15 - PERFORMANCE EVALUATION	27
ARTICLE 16 - EMPLOYEE DISCIPLINE.....	27
A. Notice.....	28
ARTICLE 17 - CONCERTED ACTIVITIES.....	28
ARTICLE 18 - GRIEVANCE PROCEDURE	29
A. Step One.....	30
B. Step Two	31
C. Step Three	31
D. Mediation	32
E. Arbitration.....	32

ARTICLE 19 - SCOPE OF AGREEMENT	34
ARTICLE 20 - ORGANIZATIONAL SECURITY	35
ARTICLE 21 - UNION RIGHTS	37
A. Access to Establishment	37
B. Use of District Facilities	37
C. Area Representatives	37
ARTICLE 22 - ADMINISTRATIVE SUPPORT AND STAFF DEVELOPMENT ..	38
ARTICLE 23 - PERSONNEL RECORDS	38
ARTICLE 24 - MANAGEMENT RIGHTS	39
ARTICLE 25 - DURATION	39
 APPENDIX 1 - PANEL OF ARBITRATORS	
 APPENDIX 2 - HEALTH BENEFITS IMPROVEMENT COMMITTEE	
AGREEMENT (HBIC)	
 APPENDIX 3 - SALARY SCHEDULE	
 APPENDIX 4 - JOB CLASSIFICATION AND RANGES	

This page is intentionally blank.

ARTICLE 1 - AGREEMENT

A. Parties to Agreement

The Articles and provisions contained within this Agreement constitute a bilateral and binding agreement (“Agreement”) by and between the Oakland Unified School District, hereinafter referred to as “District”, and the Oakland Child Development Paraprofessional Association/SEIU 1021, hereinafter referred to as “Union” or “Association”, as the exclusive bargaining representative for all classified employees holding those positions described in Article II - Recognition.

B. Legality

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (“Act”).

ARTICLE 2 - RECOGNITION

The Union is recognized by the District as the sole and exclusive representative for the Child Development Centers’ paraprofessional employees covered by this Agreement. Such employees shall be those regularly employed in the classifications listed on Attachment 1 of this Agreement and any newly created CDC - IA classifications which are not management, Supervisory, Confidential, restricted or exempt.

ARTICLE 3 - DEFINITIONS

Unless otherwise defined specifically in this Agreement, the following definitions shall be utilized:

A. Act or EERA means Chapter 10.7, Section 3540-3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

B. Agreement or Contract means all provisions of this document.

C. Anniversary date is the date upon which a unit member is granted salary step advancement earned by completion of a required period of service, which shall not exceed one calendar year from the initial date of employment or the date of the last salary step advancement.

D. Assignment means the initial placement of an employee in a position in the bargaining unit.

E. Board means the Board of Education of the Oakland Unified School District.

F. Budget year and school year is July 1 through June 30.

G. Classification means that each position in the bargaining unit shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position. (Ed Code 45101)

H. Day shall be defined as any day in which the headquarters of the District is open for business.

I. Demotion means assignment to an inferior position or status, without the employee's written consent.

J. Differential Compensation is either a reduction in the number of hours required to be actually worked or an increase in salary. (Ed Code 45180)

K. District or Employer 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 the "District".

L. Exclusive Representative and/or Association means the Oakland Child Development Paraprofessional Association.

M. Full-time employee is defined as a regular employee who is scheduled to work seven and one-half (7-1/2) hours per day and five (5) days per week.

N. Immediate family means the mother, father, grandmother or grandfather of the employee or of the employee's spouse and the employee's spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, or any person living in the immediate household of the employee. Expansion of the definition of immediate family for other persons because of extenuating circumstances may be granted by the Superintendent or his/her designee.

O. Close Relative means an aunt, uncle, first cousin, niece, or nephew not living in the immediate household of the employee.

P. Meeting and negotiating means meeting, conferring, negotiating and discussing by the exclusive representative and the public school employer in a good faith effort to reach agreement on matters within the scope of representation and the execution, if requested by either party, of a written document incorporating any agreements reached, which documents shall, when accepted by the exclusive representative and the District, become binding upon both parties.

Q. Paid leave of absence means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, and to receive credit for annual salary increments provided during the leave.

R. Part-time employee is a regular employee who is scheduled to work less than 7-1/2 hours per day or five days per week.

S. Per Diem or Daily Rate of Pay is a unit member's annual salary divided by the number of work days in the unit member's work year.

T. PERB means the Public Employment Relations Board.

U. Permanent employee means an employee who has completed the required probationary period in the classification in which employed.

V. Probationary employee is a unit member who has accrued no seniority in any classification in the District and shall be in a probationary status until he/she has completed six (6) months in a paid status.

W. Probationary period is defined as a full six-calendar-month period of service. Such period of service commences on the date of hire, as indicated in the Personnel Actions approved by the Board. Only that time spent in active service for the District shall count toward completion of the probationary period. In the event a new employee is absent from service, the probationary period shall be extended on a day-to-day basis.

X. Promotion is a change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.

Y. Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. (Ed Code 45101)

Z. Regular employee is defined as a unit member covered by this Agreement with probationary status, permanent status, full-time assignment, part-time assignment but shall not include temporary, short-term, restricted exempt or student employees.

AA. Seniority is defined as hours worked in paid status by probationary or permanent employees. Overtime hours are not counted. Seniority is accumulated in any classification in which the employee holds regular paid status. Employees who move to an equivalent or higher classification also continue to accumulate seniority in the former (equivalent or lower) classification. Employees who move to a lower classification retain their seniority in their former (higher) classification.

BB. Substitute employee is defined as any person employed to replace a bargaining unit member who is temporarily absent from duty.

CC. Transfer is the movement of a unit member from one work site to another work site within the same classification, or from one classification to another classification having comparable levels of duties and responsibilities and the same maximum rate of pay.

DD. Unit member means any employee who is included in the bargaining unit as defined in Article 2 and is therefore, covered by the terms and provisions of this Agreement, except as otherwise provided herein.

EE. Vacant Position is defined as a bargaining unit position available to be filled after all direct assignments, and reassignments have been made and from which no probationary or permanent employee is on paid or unpaid leave.

ARTICLE 4 - NON-DISCRIMINATION

The District and the Union shall not discriminate against an employee covered by this Agreement on the basis of race, color, religious creed, age, sex, national origin, ancestry, political affiliation, domicile, marital status, actual or perceived sexual orientation, pregnancy disability, medical condition, Vietnam-era veteran status, or membership or participation in the activities of the Union. Disabled employees may request reasonable accommodation.

ARTICLE 5 - CLASSIFICATION

A. Duties and Responsibilities

All unit members have, and work under, a particular classification, which outlines the duties and responsibilities of that position.

B. Job Descriptions

Job Descriptions may be developed by the District. Salaries attached to each job description, shall be negotiated by the District and the Union. Copies of job descriptions shall be made available through the Human Resources Division.

ARTICLE 6 - HOURS OF EMPLOYMENT

A. Purpose of Article

The purpose of this article is to provide a basis for the computation of straight time, overtime, and other premium wages and for the administration of hours of work relative to unit members. Subject to statutory provisions and provisions of this agreement to the contrary, the District's pay records, practices and procedures shall govern the payment of all wages.

B. Hours

1. The standard workweek consists of five (5) consecutive workdays within a seven (7) day period. Full-time assignments are seven and one-half (7-1/2) hours within an eight (8) hour day. Part-time assignments are less than seven and one-half (7-1/2) hours per day, with a guaranteed minimum of three (3) hours. (Such assignments are limited to 3, 4 or 6 hours).

2. The District reserves the right to make split assignments consistent with the Child Development Center's needs to meet the required adult/child ratios. Bargaining unit members who hold six (6) hour continuous assignments at the time of the signing of this agreement shall not be required to work a split shift unless such assignment is made during the periods of June 15 to July 15 or September, start of school, to October 15.

3. When the adult/child ratio is in a non-compliance ratio, the District may temporarily adjust the beginning and ending time of the unit member(s) work shift, providing that such adjustment does not reduce the number of hours per day and does not result in a split shift assignment.

4. Temporary adjustments of work schedules for time when the K-12 program is not in session can be made for periods of up to ninety (90) days consistent with the Child Development Center's needs to meet the required adult/child ratios.

5. Temporary adjustments of work schedules provided for in section 6.B.3 and 6.B.4 of this agreement shall affect only employees within the affected work site.

C. Rest Periods

1. Full-time regular employees are entitled to two (2) 15 minute rest periods, one in the first half of the workday and one in the second half of the workday.

2. Part-time regular employees who work four continuous hours per day or more shall be entitled to a 15 minute rest period during the three-or-more hour work period.

3. Rest periods shall be scheduled by the immediate supervisor and shall not be used to lengthen the unit member's lunch period, shorten the regular workday or compensate for lost time.

D. Meal Periods

Employees scheduled to work five hours or more in one day on a normal daytime assignment shall be entitled to a duty-free meal period without pay of at least 30 minutes, which shall be scheduled by the immediate supervisor. Employees with medical needs be afforded a modified lunch period. This period will not exceed the period afforded other unit members. Employees requesting a modified lunch period due to medical reasons may be required to submit medical verification.

E. Overtime/Extra Time

1. Overtime and extra time may only be performed upon assignment by a supervisor/department head authorized to make such assignment. Overtime and extra time shall be performed at the work site. Field trips shall be construed as work site assignments. Overtime and extra time shall be offered to unit members as provided for in section E.4 of this article.

2. Overtime is time worked in excess of the normal full-time workday or workweek or the job, class, or group classification. Overtime shall be paid at 1-1/2 times the straight rate of pay of the employee designated and authorized to work or suffered or permitted to work. Full-time and part-time employees who work the 6th and 7th consecutive day of a work week shall receive overtime for all such time worked in accordance with applicable Education Code Sections and the Fair Labor Standards Act.

3. Extra time is time worked by part-time unit members 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 employee. Extra time shall be paid at the straight-time rate of pay of the employee performing the extra work.

4. In the event that need arises for overtime and/or extra time at a site, Site Supervisors shall first seek volunteers to perform the needed duties. If the qualifications and abilities are equal, seniority will prevail in who will receive the assignment. The District agrees to provide the Site Supervisors with a seniority list. In the event that all unit members decline the assignment, the unit member possessing the least seniority will be assigned.

F. Weekend Assignments

In the event that a program is established requiring regular weekend work, the Union and the District will negotiate a fair and equitable system for the assignment of employees for the weekend operation.

G. Increased Hours

Unit members shall be offered increased hours of daily assignment in lieu of posting vacancies for part time positions, provided that the complete position can be allocated. Increased hours shall be offered in conformance with section E.4 of this article.

ARTICLE 7 - HOLIDAYS

A. General Holidays

All regular employees who qualify shall receive legal holidays as approved by the Board of Education and adopted in the District calendar.

If the CDC is closed on any of the Holidays, such days shall be considered paid Holidays and unit members covered by this Agreement shall be paid accordingly.

B. Saturday/Sunday Holidays

When the Holiday falls on a Sunday, the following Monday shall be deemed the Holiday. When the Holiday falls on a Saturday, the proceeding Friday shall be deemed the Holiday.

C. Other Holidays

All unit members shall receive, as paid Holidays, all days declared by the President, Governor of this state, or Board of this District to be days of public feast, mourning, thanksgiving or holiday.

D. Holiday Eligibility

1. Regular employees shall be entitled to paid holidays provided they work their full scheduled shift on the workday immediately preceding or succeeding the holiday, unless the employee is on scheduled vacation that has been approved in advance. Regular employees not normally assigned to duty during winter recess shall be paid for legal and declared holidays that occur during winter recess, provided that they are in a paid status during any portion of the workday of their normal work assignment immediately preceding or succeeding the recess period.

2. Full-time regular employees who qualify for a paid holiday shall receive normal straight-time rate of pay for the holiday observed. Part-time regular employees who qualify for a paid holiday shall receive the straight-time rate of pay for that portion of the day the part-time employee would have been scheduled to work had the holiday not occurred. Regular employees who work for the District on a holiday shall be paid for all time so worked at the rate of time and one-half in addition to the regular pay received for the holiday.

3. Employees covered by this Agreement shall receive the Holiday as a day off work, or Holiday pay if the employee is required to work such day, for all days provided herein providing such employees are in a paid status on all or part of the workday immediately preceding or following the Holiday or the Holiday period.

ARTICLE 8 - VACATIONS

A. Eligibility

1. Unit members shall earn paid vacation time under this Article. Although vacation is credited for the full fiscal year on July 1 of each year, vacation is actually earned for each month of service during this fiscal year.

2. Unit members in a regular work status who work less than 7-1/2 hours per day will have their vacation time pro-rated.

3. Earned vacation shall become a vested right after six (6) months of employment.

B. Entitlement

Permanent unit members are entitled to vacation benefits. Vacation time shall be earned on a monthly basis in accordance with the following schedules:

Years of Continuous Employment	Vacation Benefits
1 to less than 4 years	10 workdays
4 to less than 10 years	15 workdays
10 to less than 25 years	20 workdays
25 or more	25 workdays

C. Scheduling

1. Vacations shall be scheduled in accordance with the following provisions:
2. Vacations must be scheduled by June 10th of each year for vacations to be taken in July, August, and September. Vacation requests for the remainder of the year must be submitted no later than September 1st of each year.
3. Unit members taking an unpaid leave of absence in conjunction with vacation leave must exhaust accrued vacation benefits prior to the commencement of the unpaid leave of absence.
4. The minimum vacation leave permitted at any one time shall be in half-day units unless a shorter period of time is required to exhaust an accumulated vacation balance.
5. When two or more unit members request the same vacation days and mutual agreement has not been reached, the unit members concerned may request a conference with the site administrator. The site administrator will schedule a conference within five (5) days of the request before seniority is invoked. No more than 50% of unit members at a site may take vacation at the same time. When the vacation schedule is mutually agreed upon with the site Administrator, it may not be changed except when the unit member shall be entitled to reschedule their vacation days in emergency situations, such as extended personal illness, injury, or emergencies related to members of their families or other unforeseen circumstances.

D. Accumulation and Use

1. Unit members shall have their earned vacation for the fiscal year credited to their account each July 1. Employees must take a minimum of ten (10) days of vacation per year. Employees hired after July 1 must use their full prorated vacation during the year. Employees who have a vacation balance exceeding ten (10) days, may receive approval to substitute for themselves at their current rate of pay. Request to substitute for self must be submitted to the ECE Director, or designee, in writing on or before July 15th for the current fiscal year. Requests shall be approved in date order received. Requests will not be approved if there is any negative instructional impact on the program.

2. Vacation not used by unit members who have rendered more than five (5) years of active service may, by written request, accrue to a maximum of ten (10) days of earned vacation for use in the next fiscal year.

3. A unit member with ten years or more of active service may, for the sole purpose of special trips or events which are planned for the following year, request in writing a carry-over of twenty (20) days of vacation for said trip/event. Such request shall be granted with the provision that the request is an exception to the established carryover policy, and is for the benefit of an employee only for special trips/events, and must be taken during the following year.

4. Vacation credit in excess of the permitted accrual, as a result of the District's having prevented the employee from taking earned vacation, shall be granted a prorated vacation leave based upon the number of months of active service between the date of probationary employment and July 1 immediately following said employment date

E. Probationary Employees

Upon completion of the probationary period and attainment of permanent status, a unit member shall be granted a prorated vacation leave based upon the number of months of active service between the date of probationary employment and July 1 immediately following said employment date.

F. Separation/Termination

1. Upon resignation, retirement, termination, or extended leave of absence, the following provisions shall be made for vacation due permanent unit members.

2. The unit member shall be entitled to cash-in-lieu of vacation leave for vacation earned but not taken as of the date of separation from employment.

3. Unit members who have already received the full vacation for the fiscal year in which separation from employment occurred, shall have the difference between vacation time taken and prorated entitled vacation deducted from the last pay warrant or shall be required to reimburse the District for the difference. The effective separation date for such employees shall be the last day worked, or if ill, the last paid day. The amount of vacation due will be based on the number of months in which the employee was paid for at least twelve (12) workdays between the previous July 1 and the termination date.

4. Unit members who have not completed three (3) full calendar months of active service since the date of probationary employment, and/or obtained permanent status, shall not be entitled to vacation pay at time of termination. Unit members who have already received a paid vacation shall be liable for repayment of all salary received

for such leave. Such repayment shall be paid to the District within thirty (30) days of notification.

5. Unit members who take an extended leave of absence which lasts through the remainder of the fiscal year shall be entitled to the same vacation as would have been received had there been a separation instead of leave of absence. Upon return from an extended leave of absence, employees who did not receive a prorated vacation payment at the beginning of the leave shall be given credit for vacation earned but not received for service prior to said leave.

ARTICLE 9 - LEAVES

Unit members shall be eligible for the leaves of absence enumerated below, subject to the specific rules, requirements and conditions set forth for each type of leave. A leave of absence may be paid or unpaid. Unless explicitly provided for below, no service credit shall be given for time spent on unpaid leave.

A. Sick Leave

Sick leave is a paid leave of absence granted by the District because of temporary disability due to personal illness, injury, accident, or other cause.

1. Unit members who are absent from work because of illness or injury shall be entitled to sick leave pay subject to the following terms and conditions:

2. Each unit member is entitled to twelve days of sick leave per fiscal year, subject to the provisions of this article. Credit for sick leave need not be accrued prior to taking such leave and sick leave may be taken at any time during the year.

3. Payment for sick leave shall be at the rate which the unit member would have received had he/she worked during the period of sick leave.

4. Doctor and/or dentist appointments may be charged to sick leave when they cannot be scheduled beyond employees' work hours.

5. Sick leave shall be charged in one-quarter hour increments.

6. Unused sick leave shall be accumulated and carried over from year to year without limit while a unit member is in paid employment status in the District, except that no days of sick leave shall accrue or accumulate while a unit member is on unpaid leave of absence.

7. Unit members employed for less than a full fiscal year and/or less than five (5) days per week are entitled to that proportion of leave as the number of time worked bears to twelve (12) months. No payment shall be made under any circumstances for sick leave accumulated but not used. Upon retirement, accumulated sick leave shall

be credited to the retirement account of unit members belonging to the Public Employees Retirement System (PERS).

8. Unit members shall have all annual sick leave days to which they are entitled credited to their sick leave accounts on the first working day of each fiscal year, and shall be eligible to use such days at any time during the year.

9. In the event a unit member who terminates employment with the District has used more days of sick leave than available through provisions provided by this agreement, such unit member shall be liable for repayment of all salary received for such days. Such repayment shall be paid to the District within thirty (30) days of notification.

10. An absence due to personal illness or injury which exceeds five days shall be supported by a written statement of a licensed physician stating the first date of disability (in the physician's best judgment), last date of disability and the first date on which the unit member is able to return to duty. A physician's statement shall be submitted for absences of shorter duration if required by the site administrator based upon a pattern of absences or when there is a reasonable belief that no valid grounds exist for the unit member's claim for sick leave. If so required, the unit member shall be given written notice in advance, except in exigent circumstances. Upon such notification, failure to provide said verification may result in non-payment and/or disciplinary action.

When the District has a reasonable belief that the employee's condition may have caused him or her to be unable to perform work-related functions or is a danger to the health and safety of the workplace, the District shall require a written statement by a licensed physician attesting that the employee is capable of fully performing the essential functions of his/her job, the first and last date of disability and the date the employee is able to return to duty.

11. Unit members shall not undertake any form of employment while on sick leave.

12. Except as provided by the terms of this agreement, sick leave shall not be used during leaves of absences.

13. Employees who receive workers' compensation benefits may use sick leave after exhaustion of occupational leave, provided that the sick leave payments, in addition to workers' compensation benefits, do not exceed the employee's salary at the time of injury.

14. Unit members absent on sick leave shall contact the District's substitute office to indicate 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 comply with this provision, and the District has employed a substitute for that day, the District, at its discretion, may place the unit member on leave without pay for that day.

B. Exhaustion of Sick Leave – Extended Illness

A unit member with more than six (6) calendar months in regular paid status and permanent status shall be credited with one hundred (100) working days per year in accordance with the provisions of section 1 and 2 below. The unit member shall receive the difference between his/her pay and the amount of substitute pay.

1. A physician's statement confirming the employee's illness must be submitted to the Payroll Office for each occasion for which such leave is requested.

2. A unit member must have been in a paid status for at least one workday in a fiscal year before qualifying for credit for leave as provided in B of this article.

C. Illness During Vacation

A unit member who is hospitalized, becomes ill or suffers an accident while taking vacation days, and who has been unable to perform normal duties on those days, as certified by a licensed physician's written statement, may request that the days be charged against the unit member's sick leave instead of vacation. The request must be in writing, must be accompanied by the physician's statement and must be approved by the unit member's immediate supervisor in order to be granted.

D. Personal Necessity Leave

1. Unit members may use, at his/her election, unused illness/injury leave for the purpose of personal necessity leave.

2. Unit members shall submit notification for personal necessity leave to their immediate supervisor at least one (1) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible.

3. A maximum of four (4) days of accumulated sick leave in a school year may be used for personal reasons. The unit member may take such leave without obtaining advance permission and without having to state any reasons for such leave.

E. Industrial Injury and Illness Leave

Industrial leave shall be provided in accordance with all prevailing laws and the California Education Code.

1. A unit member who is absent from duty because of a disability caused by an on the job injury or illness shall be granted occupational leave for a period not to exceed sixty (60) days in any fiscal year or for any single injury or illness.

2. Occupational leave shall be granted from the first day of disability but shall not extend beyond the last date for which disability indemnity is received from the District's office of insurance programs. Occupational leave shall be reduced by one day

for each day of authorized absence regardless of disability payments made by the District's office of insurance programs.

3. No unit member on occupational leave shall be entitled to receive salary payments from the District which, when added to the disability payments received from the District exceed the unit member's normal daily and monthly rates. Sick leave and/or vacation leave shall be reduced by the amount necessary to provide for a full day's wage or salary which added to disability benefits.

4. Only absences which are supported by a certificate from a licensed physician and which have been verified by the District's Workers' Compensation Office to be the result of a duty-connected injury or illness shall be eligible for payment under the provisions of this section. Any absences that cannot be so verified shall be charged against the unit member's sick leave and other appropriate leave except that in the event the employee successfully appeals the District's determination to deny benefits under this section, all such leave shall be reinstated to the appropriate accounts.

5. Eligible absences shall include absences caused by exposure to childhood communicable diseases when supported by a physician's certificate and verified by the District's Workers' Compensation Office as being worked connected. Childhood communicable diseases include but are not limited to measles, chicken pox, whooping cough, mumps, German measles, scarlet fever, ringworm, pink eye, and lice.

6. The District's report of an industrial injury or illness shall be kept on file in the District's Workers' Compensation Office.

7. The benefits provided in Section 1 of this Article are in addition to sick leave benefits earned under section 2 of this Article.

8. Absences due to occupational leave shall not be considered an interruption in the service of the employee.

9. Should a unit member's disability due to an occupational injury or illness extend beyond sixty (60) days, the unit member shall be eligible to use accrued vacation leave, accumulated compensatory time, sick leave and/or extended sick leave until temporary disability payments cease, until the unit member returns to work, or until sick leave and extended sick leave are exhausted, whichever comes first. Employees exhausting all available leave and not yet released to return to work shall be placed on a reemployment list for a period not to exceed thirty-nine (39) months.

F. Parental Leave

Pregnancy Leave

Procedures to be followed when applying for a pregnancy leave are:

1. A letter from the employee's physician verifying pregnancy and approximate delivery date shall be filed in the Human Resources Division.

2. The employee shall have her physician verify the period of time she is disabled and cannot perform the functions of her assignment. Any employee may use sick leave; or when exhausted, extended illness leave or vacation where applicable, during the period stated.

3. The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.

4. At any time an employee is absent as a result of her physical disability arising out of her pregnancy, the District, at its expense, may request a doctor's verification of her inability to render service to the District.

5. In order to use sick leave for pregnancy disability, the employee must have been actually rendering paid service to the District and not as an unpaid leave immediately preceding the disability.

6. An employee temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty when she is physically able to render full and complete service to the District.

7. Upon returning to duty, the employee shall provide a doctor's verification that she is physically able to render full and complete service to the District.

8. During this period of leave, employees shall have District contributions to cover fringe benefits for health, dental, and life insurance.

9. In addition to the above, an employee may use up to six (6) days of his/her accumulated sick leave balance in connection with the birth or adoption of a son or daughter.

10. For normal pregnancy, a paid leave of absence for six (6) weeks shall be granted permanent unit members surrounding the time of confinement. During this period, unit members may use accrued sick, vacation, or extended illness leave. Upon return to duty from a normal pregnancy leave, the unit member shall be returned to her prior position.

11. All requests for pregnancy leave shall be submitted by the unit member together with an accompanying physician's certification confirming the date of delivery.

12. In the event the pregnancy is abnormal, additional paid pregnancy leave may be granted for any period as certified by the employee's physician provided she has an abnormal and involuntary complication of pregnancy, including but not limited to, puerperal infection, eclampsia, cesarean section delivery, ectopic pregnancy or toxemia.

Upon return to duty from abnormal pregnancy leave of more than 30 days, the employee shall be placed in her prior position if vacant or in a comparable vacant position.

13. Requests for additional leave resulting from complications after delivery shall be accompanied by certification of the disability from the unit member's physician including the anticipated length of absence. When such requests are made, the District reserves the right of medical review. In cases where the District feels there is no disability, the District may refer the unit member to its medical consultant. If the District consultant's determination is contrary to the unit member's physician's determination, the consultant and the physician may select a mutually agreed upon third physician to determine the employee's condition; or a physician, competent in the area of concern, may be selected by the employee and the District from a list of three (3) physicians supplied by the medical association of Alameda county, to determine the employee's fitness to return to work. The cost of such examination shall be borne by the District.

14. Unit members must submit a physician's statement confirming the unit member's disability every two weeks in order to be eligible for paid leave under section

15. Prior to returning from leave the employee shall provide a physician's statement certifying that she is able to return to duty.

Child-Rearing Leave

The District may grant an unpaid leave of absence, up to one (1) year, to a unit member for the purpose of raising his/her natural or adopted child.

Birth Leave

A unit member may be granted one (1) day of paid leave on the day of the birth of his/her child and he/she shall be granted one (1) day of paid leave when the mother and/or the child leave the hospital. A unit member adopting a child shall be granted one (1) day paid leave of absence on the day that the child is received into his/her custody.

G. Military Leave

The District shall abide by the provisions of the applicable Federal and State Laws relative to leave for military duty.

H. Bereavement Leave

Every unit member is entitled to a paid leave of absence, not exceeding three days, if necessary travel is less than two-hundred miles or five (5) days when necessary travel exceeds two hundred (200) miles for one-way travel, on account of the death of a member of his/her immediate family, as defined in Article 3. A unit member shall be granted paid leave not to exceed three (3) work days on account of the death of a close relative. For purposes of this section, a close relative is defined as an uncle, aunt, first cousin, niece, or nephew.

I. Jury Duty Leave

Unit members shall be granted leave for jury duty when called upon for such duty by the proper authorities in the State of California. Salary shall be paid in the amount of the difference between the unit member's regular earnings and the sum received by the unit member as juror's fees. The unit member shall be allowed to keep all expense money over and above the juror's fee. Unit members fulfilling jury duty obligations shall not be required to report to work during any day he/she is scheduled to fulfill jury duty time. To substantiate the leave request, the employee shall submit a copy of the summons to jury duty and, if received, the endorsed fee check (if no expenses are included) or personal check or money order for the amount of the juror's fee, exclusive of jury duty expenses.

J. Study Leave

Study leave may be granted by the Board of Education for up to a maximum of one year for the purpose of further education leading to state certification in the field of teaching.

1. Qualifications

A unit member on study leave shall be required to satisfactorily complete a minimum of twelve (12) semester units of credit in an accredited college/university within a one-year period. The unit member must submit verification of enrollment at the college/university for each quarter/semester in which the unit member is enrolled. At the conclusion of the leave, an official transcript of work taken must be submitted to the Human Resources Division within forty-five (45) days after return to duty.

2. Student Teaching

To obtain a leave for the specific purpose of student teaching, the employee must present evidence to the District at least one (1) month prior to the student teaching assignment verifying the proposed student teaching placement including the length of time required for such a leave.

3. Return From Student Leave

Upon return from study leave, the unit member shall be returned to the original position held prior to such leave.

K. 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.

L. Emergency Leave

A unit member may be granted a paid leave of absence of one hour or less for emergency reasons when authorized by the superintendent or designee. Such leave

shall not be reported as a loss of time on the daily time sheet.

M. Leave to Seek and/or Hold Public Office

1. A unit member may be granted a part-time or full-time unpaid leave of absence for the purpose of campaigning for public office. Such leave shall not affect in any way the unit member's service credit or salary placement.

2. A unit member elected to a part-time public office shall inform the superintendent of the frequency and the time of absences that will be necessary to fulfill the responsibilities of the office. If deemed appropriate by the superintendent, the unit member shall be assigned to less than full-time duties by mutual agreement if the duties of the office require absences of more than two days per month, and the salary paid the unit member shall be appropriately prorated. If no mutual agreement is reached on less than full-time duties, the unit member shall be granted and accept a full-time unpaid leave.

3. A unit member elected to a full-time public office shall be granted and accepted an unpaid leave of absence for the duration of his/her term of office. After the term of office expires, every reasonable effort shall be made to return the unit member to his/her original assignment or to a similar assignment. If the term of office is one year or less, the unit member shall be returned to the assignment held prior to election, unless reassigned by the superintendent in accordance with the education code and District policies and regulations for reasons not related to the holding of the public office. Experience while on leave to seek and/or hold public office shall be credited on the salary schedule on a year for year basis to maximum of five years. In case of election to the State Legislature, the provisions of Education 44981 shall apply.

4. Salary deductions for part-time leave of absence to seek or hold public office shall be prorated on the basis of the unit member's normal daily rate, calculated by dividing the number of regularly scheduled workdays in to the annual salary.

N. Leave to Attend to Outside Remunerative Business

A unit member may be granted an unpaid leave, not to exceed ten days in any fiscal year, to attend to outside remunerative business. No such leave shall be granted in either the first or last week of a semester.

O. Family and Medical Leave

The District shall provide leave consistent with the Family and Medical Leave Act of 1993.

P. Family/School Partnership Leave

Unit members shall be permitted to utilize this leave for participating in events, or parent conferences at the school for which his/her child, or child for which the employee has legal guardianship, is enrolled in grades K-12. This leave is limited to eight (8) hours during any calendar month and up to a maximum of forty (40) hours during each school year. This leave is unpaid unless the employee elects to utilize vacation, or accrued compensatory time. Unit members must provide request for leave at least four (4) days in advance for being granted approval of this leave. Less advance notice shall be accepted and leave approved when there exist extenuating circumstances. The District may require verification of unit member's participation in the school's activities.

Q. Other Unpaid Leave

1. A leave of absence of one (1) day or less may be granted with prior authorization by the appropriate department head.

2. A leave of absence for a period of thirty (30) working days or less may be granted by the department head and shall not involve loss of position.

3. A leave of absence in excess of thirty (30) working days but no more than one full calendar year may be granted with approval of the Board of Education to permanent employees with three or more years of service. Unit members having received District approval for leave of absence not exceeding 195 days shall be allowed to return to his/her position. Unit members having District approval for leave of absence that exceeds 195 days shall be offered an assignment as availability occurs.

R. General Conditions:

Unit members who violate the terms and conditions of the written permission for leave of absence, or who fails to report ready for work when the leaves expire, shall be subject to disciplinary action up to and including discharge. A leave of absence may be revoked by the Superintendent or the Superintendent's designee when required for the best interests of the District. During leaves of absence for a full calendar month or longer, unit members will not receive District contributions to insurance plans. Additionally, unit members will not accrue sick leave, vacation, or other benefits during

the periods of absence. A decision to grant, deny or revoke a leave of absence without pay or an extension thereof shall be final and conclusive. 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.

S. Return from Leave

Any unit member who refuses to accept an assignment within 39 months of the last day of his/her leave shall be considered to be terminated from District employment and shall have no further re-employment rights or employment status.

ARTICLE 10 - COMPENSATION

A. Salary

1. For the fiscal year 2012-2013, there is no change in the unit members' wage rates and salary schedules. If any represented/unrepresented employee group and/or bargaining unit receive a wage increase during fiscal year 2012-2013, the District agrees to negotiate a wage increase for the OSEA represented bargaining unit employees.
2. For the fiscal year 2013-2014, there shall be a reopener on salary.
3. For the fiscal year 2014-2015, there shall be a reopener on salary.

B. Salary Increments (Steps and Ranges)

1. The salary schedule for unit members shall be appended to this Agreement as Attachment 1. The salary schedule provides movement upward from one step to the next based on length of service with the District. Movement upward in range occurs as employees complete qualified units which meet the minimum level of the next range. Initial placement is normally on Range 1. Upon review of qualified units, a unit member may be placed on a range above Range 1. Qualified units are credits granted for courses directly related to child development programs and which are taken at an accredited community college, college or university.

2. Bilingual Instructional Assistants are initially placed no lower than Range 2.
3. Effective July 1, 2003, the salary schedule reflects a 258-day work year.

C. Longevity

Unit members with ten (10) or more years of continuous service shall be entitled to an additional longevity bonus on the following basis:

10 – 15 years of continuous service - \$19.21 per month

16+ years of continuous service - \$25.61 per month

D. Automobile Expenses

Employees who are required by the District to use their privately owned automobile as part of their assignment (as directed by the ECE Director) shall be reimbursed for authorized travel at the current Internal Revenue Service (IRS) mileage rate.

Employees must hold a valid California driver's license and must be responsible for and provide their own automobile insurance commensurate with their specific needs. In order to be eligible for mileage reimbursement employees must complete and submit an "Application for Transportation Reimbursement" form annually to the Accounts Payable Department. Employees must maintain and submit the District's "Transportation Report/Requisition" form in accordance with District policy to claim mileage reimbursement.

ARTICLE 11 - HEALTH AND WELFARE

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 2)

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 6.

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 dollar allotment provided in this Agreement.

B. Health Insurance

1. 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

2. 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.

3. 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.

4. 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.

5. 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.

6. There shall be a reopener regarding health & welfare benefits.

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

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

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.

8. 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 790 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:

Months of Continuous Employment after Eligibility	Percentage of Benefits
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:

Percent of Full-Time Employment	Percent of Full-Time Employee Benefits			
	1st Year	2nd Year	3rd Year	Thereafter
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.

I. Health Benefits Improvement Committee

In recognition of fact that approximately 93% of the District's unrestricted funds are currently expended on salary and fringe benefits including health and dental care, the parties agree to immediately participate in good faith in the deliberations and discussions of the Health Benefits Improvement Committee to evaluate and consider (1) alternative health plans, (2) cost containment options designed to reduce health plan expenditures, (3) the amount of employer contributions to health plans sponsored or endorsed by the employer, (4) the amount of co-payments and deductibles paid by unit members for coverage under health plans sponsored or endorsed by the employer and (5) any related subject put forth by either party to reduce health and/or dental costs for the District.

ARTICLE 12 - ANNUITY PLAN

A. Annuity Plan

1. The District agrees to continue its contributions to the Annuity Program for employees hired prior to February 1, 1982, and covered by this Agreement at the rate of an amount equal to eight percent (8%) of the employee's base salary. Money in this plan shall become available to a qualified employee upon termination of his/her employment or upon permanent disability. Employees hired prior to February 1, 1982, must meet the three (3) year vesting requirement in order to withdraw District deposits made on their behalf.

2. The Tax-sheltered Annuity shall remain intact and continue for all current members of the Bargaining Unit. A three-year period of employment shall be required for all employees hired into the Unit on or after February 1, 1982, in order for them to be eligible to participate in the Annuity Program. During said three-year period of employment, the District shall not be required to make any contributions to the Annuity Program for said new employees. Commencing with the 37th month of employment, deposits will be made which will become fully vested to the employee immediately thereafter.

3. All unit members hired after March 21, 1984 shall not be deemed eligible to participate in the District-paid Tax Sheltered Annuity Program.

ARTICLE 13 - PROFESSIONAL GROWTH AND CAREER LADDER

A. Career Ladder

Unit members with satisfactory evaluations and who complete the required courses/units and acquire a teaching certificate from the State of California shall be given first consideration for vacant teaching positions in the Oakland Unified School District Child Development Center Program. No outside applications shall be considered until unit members applying during the first posting period have been given such first consideration and said unit member, if not selected, is provide the reasons for not being hired into the vacancy.

ARTICLE 14 - TRANFERS AND VACANCIES

A. Definitions

1. Assignment means the initial placement of an employee in a position in the bargaining unit.

2. Reassignment means the movement of a unit member from his/her present position to another position in the bargaining unit.

3. Promotion is a change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.

4. A vacant position is defined as a bargaining unit position available to be filled after all direct assignments and reassignments have been made.

5. Unit member will be assigned, reassigned or transferred to meet the needs of the District. One of the criteria to be considered will be seniority.

B. Unit Member Transfer Request

Unit members wishing to transfer from one work site or department to another, or from one classification to another, shall apply for such transfer through the Human Resources Division. Applications shall be given first consideration by the supervisor/department head/administrator responsible for filling the vacancy.

C. Vacancies

1. If a vacancy exists, a summary of the available unit positions shall be posted for a minimum of five (5) working days. The summary of the vacant unit

positions shall list the work site, salary range, work days and work year and shall provide information on procedures for applying for the vacancy and the deadline for the receipt of application for the vacancy.

2. Unit members applying for vacant positions within the 5-day posting period shall be provided first consideration for filling of vacancies in the unit. First consideration means consideration before any other employees or persons outside the unit or the District are considered.

3. non-unit members shall be considered for employment in a vacant unit position until all qualified unit members who have applied for the vacant position have been interviewed. If a unit member is not selected, upon written request of the applicant, the District will provide suggestions that may enhance the applicants interviewing skills.

4. If the top applicants are substantially equal in qualifications and experience, the more senior unit member shall be selected.

5. Unit members meeting basic eligibility requirements may apply for any posted position within the District.

6. If the District is engaged in a procedure to hire a permanent employee to fill a bargaining unit position vacancy, the governing board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees. (E.C. §45103) The District will notify the Union as to the person selected and the position affected.

7. Pursuant to E.C. §45113(a), a permanent employee who fails to complete the probationary period for a promotional position, shall be entitled to return to the classification from which he or she was promoted.

D. Additional Time Posting

When amounts of time of up to one-and-one-half (1-1/2) hours are needed at site, such time may be offered first through a site posting procedure as “additional time”. If no unit member at the site applies or is selected, such time may be offered to other unit members.

E. Site Closure for Reconstruction

When a facility is closed for reconstruction, Instructional Assistants assigned to such facility shall be temporarily assigned to other facilities without loss of compensation. Upon completion of the reconstruction, said Instructional Assistants shall have the first opportunity to return to the new facility.

F. Involuntary Transfer

When a unit member is to be transferred involuntarily to a new work site, the unit member shall be given the reasons for the transfer in writing when he/she requests it, and shall have the opportunity, upon request, with a conferee of the unit member's choice present, to discuss such reasons for the transfer with the administrator who initiated the transfer. The district shall inform the Union of all involuntary transfers.

ARTICLE 15 - PERFORMANCE EVALUATION

Employees shall be evaluated by the appropriate supervisor, department head, or administrator. Performance evaluations shall be prepared as follows:

1. A probationary employee shall be evaluated at least two times during the probationary period.
2. After the probationary period, performance evaluations are normally to be completed once a year, but may be done more often when appropriate.
3. All performance evaluations must be discussed with the employee before they are put into the employee's file.
4. Areas of strength, weakness, and where improvement is needed shall be noted on the performance evaluation in a specific manner.
5. The employee must be informed of his/her right to respond verbally and/or in writing to parts of the performance evaluation with which the employee does not agree.
6. The employee shall receive a copy of the performance evaluation and acknowledge receipt by signing the original. In the event the employee 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 employee's personnel file.
7. Performance evaluations must be prepared on a standard form.
8. The parties agree to collectively bargain any proposals submitted during the life of this agreement by the other party concerning performance evaluation.

ARTICLE 16 - EMPLOYEE DISCIPLINE

1. A disciplinary action, for the purpose of this article, is an action taken for just cause against an employee of such a nature as to warrant the action taken to correct a conduct deficiency and is defined as a written warning, written reprimand, suspension, and/or termination.

2. The parties agree that discipline is a District responsibility. The District agrees, however, that any disciplinary action taken against employees will be for just cause.

3. The parties agree that disciplinary action process shall be advanced with all due diligence and as expeditiously as possible.

A. Notice

Prior to taking disciplinary action involving suspension, demotion, or dismissal, the District shall send to the employee, by certified mail to the last known address on record in the Personnel Department, or shall hand-deliver to the employee, a notice containing:

1. The disciplinary action proposed to be taken.
2. A concise statement of the specific acts or omissions upon which disciplinary action is based.
3. A statement of the cause for the disciplinary action and/or the District rule or rules which have been violated.
4. The date on which the disciplinary action will become effective.
5. A statement of the employee's right to request a hearing on the charge within fifteen (15) days of the mailing or ten (10) days of hand-delivery of the notice, and to be represented by Union or an attorney hired by the employee.
6. A card, the signing and filing of which properly marked by the employee, shall constitute a demand for a hearing and a denial of all or part of the charges. The employee may also admit all or part of the charges, but challenge the severity of the disciplinary action.
7. It is acknowledged that discipline of unit members shall be imposed only for "just cause". Efforts of the District and unit member to correct any act in violation of District rules or policies shall be undertaken prior to imposing discipline of suspension, demotion, or termination. These efforts shall include an informal conference of the unit member and his/her supervisor, and followed by a written warning containing specific recommendation of correcting the issue. Prior to District initiating conclusive actions for recommending discipline of a unit member, involving demotion, suspension or termination the unit member shall be afforded a 'Skelly' (pre-disciplinary) hearing for the purpose of determining whether contemplated discipline will be pursued.

ARTICLE 17 - CONCERTED ACTIVITIES

1. It is agreed and understood that there shall be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions

and responsibilities; nor shall there be any other interference with the operations of the District by the Union, its officers, agents and members during the term of this agreement.

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

3. It is agreed and understood that any member of the Union violating this Article shall be subject to discipline up to and including termination by the District.

4. It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any unit member.

5. The District agrees not to lock out unit members during the term of this Agreement.

6. It is understood by the parties that this article becomes invalid during negotiations on articles/sections which are specified as re-openers within this agreement.

ARTICLE 18 - GRIEVANCE PROCEDURE

1. 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.

2. The parties endorse the concept that complaints and dissatisfactions which might develop into grievances should be informally resolved at the lowest administrative level possible.

3. A grievance is defined as a written complaint by a unit member, or the Union, that the District has violated, misinterpreted or misapplied a term or condition of this Agreement. When it is alleged that a term or condition of this condition of this Agreement has been violated, misinterpreted or misapplied, the procedure outlined below shall be applied.

4. All grievances, as defined above, must be filed within twenty days after the act, occurrence, event or circumstance alleged to constitute the grievance, or within twenty days after the unit member learned, or should have learned, of the act, occurrence, event or circumstances alleged to constitute the grievance.

5. All grievances submitted under this article shall include a concise statement of the grievance, including the specific acts, conduct or condition alleged to constitute the grievance. All grievances submitted under this article shall contain:

- a. A specific reference to the relevant contract provision, which is claimed to have been violated; and
 - b. A specific statement of the adverse effect on the unit member created by the condition complained of, and
 - c. A specific statement of the remedy sought by the unit member.
 - d. Grievances which do not comply with 5a, 5b, and 5c of this section will be denied and no further appeal may be taken.
6. 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.
7. The time limits specified in this article may be extended upon the mutual agreement of the parties to this Agreement.
8. The initial grievance may be amended by the grievant at any time prior to a Step Three meeting, if one is held, or prior to the receipt of the Step Three answer if no meeting is held. The grievance may not be amended thereafter and no new issues may be raised after the Step Three meeting is held or Step Three answer received, if no meeting is held.
9. 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 Union or the grievant fails to meet any of the time limits set forth in this Article, the grievance shall be treated as withdrawn with prejudice. If the District fails to meet any of the time limits set forth in this Article, the Union or the grievant has the right to advance the grievance to the next step of the grievance procedure.
10. 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, the due date shall be the next regularly scheduled work day.
11. When two or more grievances involve the same alleged violation or present common questions of facts, the parties to this agreement may agree to consolidate such grievances at Step Two of the grievance procedure.
12. A grievance may not be submitted to arbitration unless the procedures in this article have been complied with.

A. Step One

1. The written grievance shall be presented to the unit member's immediate supervisor by the employee and/or the Union representative. If the immediate supervisor

believes he/she did not take the action complained of or does not have the authority to resolve the complaint, he or she will forward the grievance to the appropriate District manager for resolution.

2. Either party may elect a Step One Meeting. Such meeting shall be held within five (5) days of receipt of the grievance. The meeting will normally take place at the employee's work site unless the parties mutually agree otherwise. Present at such meetings will be the grievant, his/her representative, the immediate supervisor and such other management representative the District may designate, providing such management person(s) possess information necessary to resolving the grievance.

3. The supervisor's written answer to the grievance will be provided within fifteen (15) days of the close of the Step One meeting. If no meeting is held, the supervisor's written answer will be provided within fifteen (15) days of receipt of the grievance.

B. Step Two

1. If the supervisor's answer at Step One is unsatisfactory, the grievant or his/her representative may appeal the decision to the Director of the ECE Program or his/her designee within fifteen (15) days of receipt of the supervisor's answer. Such appeal shall include a copy of the grievance, the supervisor'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 days of receipt of the appeal to Step 2.

2. Present at such meeting will be the grievant, his/her representative, and the director or his/her designee and such other management official as the District designates, providing such management person(s) possess information necessary to resolve the grievance.

3. A written answer will be provided to the grievance 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.

C. Step Three

1. If the director's answer at Step Two 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 director's answer. Such appeal include a copy of the grievance, the director's written response and a request for a meeting is one is desired. If either party elects a meeting it will be held within fifteen days of receipt of the appeal to Step Three.

2. Present at such meeting will be the grievant, his/her representative, and the superintendent or his/her designee and such other management official as the District

designates, providing such management person(s) possess information necessary to resolve the grievance.

3. A written answer will be provided to the grievance within fifteen (15) days of the close of the Step Three meeting. If no meeting is held at Step Three, the District's answer will be provided within fifteen (15) days of receipt of the appeal to Step Three.

4. If The District's answer at Step Three will be final and binding except that the Union may appeal the District's answer to binding arbitration, subject to the provisions of this Agreement.

D. Mediation

1. The intent of this section is to provide a mechanism to mediate and resolve grievances in a satisfactory manner. The mediator shall be appointed by the State Mediation and Conciliation Service and shall facilitate dialogue and help the parties reach a mediated settlement. The mediator shall have no power to add to, modify or delete any provision of the collective bargaining agreement.

2. Recommendations of the mediator shall be advisory and non-precedent setting. Neither party shall cite the recommendation(s) in future grievances.

3. The mediator shall present recommendations in writing to both parties in the form of a proposed settlement agreement within sixty (60) days of the mediation. Upon receipt of the mediator's recommendation, either party may appeal the recommendation by referring the matter to arbitration. If neither party appeals, the recommended settlement will be implemented.

E. Arbitration

1. If the Union is dissatisfied with a 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 Union's receipt of the Step Two decision.

2. The parties agree to meet within 30 days of the signing of this Agreement for the purpose of selecting thirteen (13) arbitrators to serve on a panel to hearing disputes put before them pursuant to this section. Once the panel is selected, arbitrators will be selected by alphabetical order, except that either party may strike an arbitrator from the panel upon fifteen days written notice to the other party. (See Appendix 1)

3. 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 of the hearing. The parties 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 will notify the other party at least ten (10) days prior to its submission. A party submitting such a brief will simultaneously serve the other party with a copy of the brief.

4. Copies of any and all documents provided to the arbitrator at any stage of the arbitration proceed will be simultaneously provided to the other party.

5. Arbitration hearings will be held at the District Administration Building unless the parties mutually agree to another site.

6. 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 onset of the hearing.

7. 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.

8. Arbitration hearings shall normally be open hearing. 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 shall order the sequestration of witnesses from the hearing.

9. At least fifteen days prior to the hearing the parties shall 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 him/her.

10. Prior to the hearing, the parties will attempt to stipulate to the issue to be placed before the arbitrator. In the event that the parties are unable to agree to the issue, each party shall submit its respective position to the arbitrator prior to the hearing. Upon such submission, the arbitrator shall determine the issue to be decided. The party invoking arbitration shall present its case first.

11. The arbitrator shall require witnesses to testify under oath or affirmation.

12. The arbitrator may receive and consider affidavit testimony, but shall accord it only such weight as he/she deems proper after consideration of any objection made to its admission.

13. The grievance shall bear the burden of proving his/her case.
14. Either party may request that a verbatim transcript of the hearing be prepared by a qualified court reporter. Copies of any transcript shall be provided to the parties and the arbitrator.
15. The grievant, his/her representative, and all other unit members who are called as witnesses will be excused from duty with pay and without charge to leave, to the extent necessary to participate in the arbitration.
16. Witnesses at arbitration hearings will be assured of freedom from restraint, interference, coercion, discrimination or reprisal in presenting their testimony.
17. 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.
18. The expenses of 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.
19. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not specifically provided for in the Agreement: or to establish or deter any wage rate or wage structure.
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, findings of fact, and conclusions. 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. The decision of the arbitrator shall be binding on the aggrieved unit member (s) the Union and the District.

ARTICLE 19 - SCOPE OF AGREEMENT

1. This Agreement fully and completely incorporates the understanding of the parties hereto, and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining, and shall supersede all previous agreements, understandings, and prior practices concerning such subject matter.

2. Neither party shall during the term of this Agreement demand any change therein, nor shall either party be required to bargain with respect to any matter or change during the life of Agreement, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent.

3. The parties intend that nothing in this article shall preclude the parties from negotiating over the effects of the District's exercise of any management right provided for in this agreement.

4. The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process, except by mutual agreement of the District and Union or under the provisions of Article 25 – Duration of Agreement.

ARTICLE 20 - ORGANIZATIONAL SECURITY

1. Upon written authorization from any employee, the District shall deduct the appropriate amount from the salary of the employee and make appropriate remittances for annuities, credit union, saving bonds, charitable donations, or any other plans or programs for which such deductions are authorized by the Board of Education.

2. Any unit member who is a member of the Union or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and central assessments in the Union. Pursuant to such authorization, the District shall deduct the regular monthly dues from the regular salary check of the unit member. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3. Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days of the effective date of this section, or within thirty (30) days from the date of assigned duties within the bargaining unit, shall become a member of the Union or shall pay to the Union fee equal to unified membership dues, initiation fees and general assessments, in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in sections 20.1 and 20.2 of this article. In the event that a unit member shall not pay such fee directly to the Union, or authorize payment through payroll deduction as provided in sections 20.1 and 20.2 of this article, the Union shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45168 and in the same manner as set forth in sections 20.1 and 20.2 of this article. There shall be no charge to the Union for such mandatory agency fee deductions.

4. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, under Title 26 of the Internal Revenue Code:

- A. Marcus Foster Educational Institute.
- B. United Way.
- C. Martin Luther King Scholarship Fund.

Such payment shall be made on or before October 31 of each school year except for new hires, who shall make payment within sixty (60) days of date of hire.

5. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body with tax-exempt status whose traditional religious tenets or teachings object to the joining of financially supporting employee organizations, pursuant to section 20.4 above, shall be made on an annual basis to the District and the Union as a condition of continued exemption from the provisions of sections 20.1 and 20.2 of this article. Proof of payment shall be in the form of receipts, payroll deduction stubs and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the agency fee has been made. The Union shall have the right of inspection in order to review said proof of payment. A minimum of 48 hours notice (2 workdays) must be given to the District prior to exercising this right of inspection.

6. Any unit member making payments as set forth in sections 20.4 and 20.5 of this article, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.

7. With respect to all sums deducted by the District pursuant to this article, whether for membership dues or agency fee, the District agrees to promptly remit monthly such monies to the Union accompanied by an alphabetical list of unit members for who such deductions have been made, categorizing them as to membership or non-membership in the Union, and to indicate any changes in personnel from the list previously furnished.

8. The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this article.

9. The Union agrees to pay to the District all reasonable legal fees and legal costs (including damages) incurred in defending against any Court or administrative

action challenging the legality of the agency fee provisions of this Agreement or their implementation.

10. The Union shall have the exclusive right to decide and determine whether any such action referred to in section 20.9 above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 21 - UNION RIGHTS

A. Access to Establishment

Representatives of the Union, for performance of official duties, shall be permitted reasonable access to the premises of the employer during work hours provided that they report first to the appropriate administrator/supervisor. Representatives shall not interfere with normal work duties of employees or operation of the employer.

B. Use of District Facilities

1. The Union shall have the right of suitable space on District bulletin boards at each work location and the right to use mailboxes and the inter-district mail system for posting and communicating official Union business.

2. The Union shall have the right to use District facilities at reasonable time to hold Union meetings by following civic center procedures. Meeting shall not interfere with normal operation of the site.

C. Area Representatives

1. For the purpose of representation within the District, or elected as Area representatives, the Union shall be entitled to a reasonable number of area representatives who shall restrict their activities to the processing of grievances, and in this connection shall be allowed reasonable amount of time off with pay for this purpose. Written notification shall be sent by the Union to the OUSD Labor Relations Department and the Early Childhood Education Department Office which shall include names of persons selected.

2. When an employee is required to meet with a supervisor and the employee reasonably anticipates the meeting may involve questions leading to formal disciplinary action, he/she shall be entitled to have a Union Representative present, if he/she so requests.

3. Area Representatives shall make arrangement with the Children's Center Office before leaving work sites to resolve or investigate grievances. This provision shall not be used to prevent an Area Representative from performing his/her duties or obligations set forth in this section.

ARTICLE 22 - ADMINISTRATIVE SUPPORT AND STAFF DEVELOPMENT

1. In order to further the District's strong commitment to staff excellence, unit members are encouraged to participate in meetings, workshops and other development activities for the purpose of strengthening their skills, and for assisting with the educational program at the work site.
2. The District shall make every effort to schedule staff development activities during the unit members regularly scheduled work day and during the unit members regularly scheduled work hours.
3. Unit members participating in staff development activities outside the regularly scheduled work day and/or work hours shall be compensated for such work in accordance with the overtime provisions set forth in this Agreement.
4. Unit members shall not be required to participate in Child Development Center staff development activities if such activities are scheduled outside the unit members regularly scheduled work day and/or work hours.
5. The District shall compensate unit members participating in staff development programs for all expenses incurred as a result of participation in such activities.

ARTICLE 23 - PERSONNEL RECORDS

1. The Human Resources Division establishes and maintains files for employees of the District. The files are the official District repository for evaluation records and other personnel information regarding the unit members. Materials in personnel files of members of the unit are to be made available for the inspection of the member involved.
2. Unit members shall have the right to inspect their file, and all materials within such file, upon request.
3. Unit member shall have the right to be furnished copies of any and all materials within such file with no charge to the unit member.
4. Unit member may designate a representative to accompany him/her during the review of such file.
5. Unit members may designate a representative to inspect his/her file without the unit member present, providing such authorization is made in writing and signed by the unit member.

ARTICLE 24 - MANAGEMENT RIGHTS

1. Except as limited and defined by the specified and expressed terms of this agreement and operating within applicable laws and regulations, the District retains exclusive rights to manage the school district, including its rights 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 personnel system, to classify positions, to establish or delete positions or classes to or from the unit salary plan, to establish standards for employment, to promote and to transfer employees; to direct employees; to take disciplinary action for just cause; to schedule work; and to relieve employees because of a lack of work or other legitimate reason. The District further reserves the right to take whatever action may be deemed necessary in the emergency as defined by the Board of Education.

2. The parties intend that nothing in this article shall preclude the parties from negotiating over the effect of the District's exercise of any management right contained in this article.

ARTICLE 25 - DURATION

This Agreement shall be in full force and effect from July 1, 2012 through June 30, 2015.

This page is intentionally blank.

APPENDIX 1

PANEL OF ARBITRATORS

1. Claude Ames
2. Thomas Angelo
3. Alexander Cohen
4. Lawrence Corbett
5. Morris Davis
6. Hon. Joseph R. Grodin
7. Leo Kanowitz
8. Walter Kintz
9. Robin Matt
10. Luella Nelson
11. C. Allen Pool
12. Kenneth Silbert
13. Catherine Thompson

This page is intentionally blank.

**TENTATIVE AGREEMENT AMONG OAKLAND UNIFIED SCHOOL DISTRICT AND
SIGNATORY UNIONS REGARDING HEALTH AND WELFARE BENEFITS**

April 30, 2012

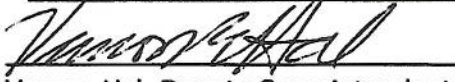
Pursuant to the Side Letter of Agreement between the Oakland Unified School District (OUSD) and the Signatory Unions dated June 2, 2009, OUSD and the Signatory Unions agree as follows:

- For fiscal year 2012-13 only, for active employees only, employee contributions toward health benefits premiums (medical, dental, vision), shall be set at the level required during fiscal 2009-10 based on contract language effective July 1, 2009. Beyond this set level, the District shall absorb any increase in premiums based on percentage increases charged by health insurance carriers.
 - For example, if 2009-10 contract language requires an employee to contribute 50% toward a \$1,000 monthly premium for family coverage (e.g. \$500), in 2012-13, the employee will continue to contribute \$500 despite a 10% increase in premium from \$1000 to \$1100.
 - For another example, if 2009-10 contract language requires an employee to contribute 0.5% of salary toward health benefits, in 2012-13, the employee will continue to contribute 0.5% of salary toward health benefits.
 - For another example, if 2009-10 contract language (based on 2005 – 2008 CBA) requires a bargaining unit collectively to contribute 4% of the premium cost of health benefits with a maximum individual employee contribution, in 2012-13, the bargaining unit collectively will continue to contribute the 2009-10 equivalent of 4% of premium cost of health benefits with the same maximum individual employee contribution despite any increase in premium costs from 2009-10 to 2012-13.
 - For another example, if 2009-10 contract language requires an employee to pay the difference in premiums between Kaiser and HealthNet, in 2012-13, the employee will continue to pay the difference up to a maximum of the difference existing in 2009-10. Any increased difference based on percentage increases charged by health insurance carriers shall be paid by the District.
- These provisions shall expire June 30, 2013. If such expiration occurs, beginning July 1, 2013, unless otherwise agreed by the parties, health benefits contributions shall be based on the contract language for each union effective on ^{July 1} June 30, 2009.
 - For example, if such expiration occurs, if the 2009-10 contract language requires an employee to contribute 50% toward a monthly premium of \$1,000 for family coverage (e.g. \$500), in 2013-14, the employee would contribute \$600 if the premium increased from \$1,000 in 2009-10 to \$1,200 in 2013-14.

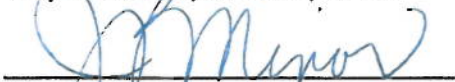
April 30, 2012


- For another example, if such expiration occurs, if the 2009-10 contract language (based on 2005 – 2008 CBA) requires a bargaining unit collectively to contribute 4% of the premium cost of health benefits with a maximum individual employee contribution, in 2013-14, the bargaining unit collectively will contribute 4% of the premium cost of health benefits for that year with the same maximum individual employee contribution.
- For another example, if such expiration occurs, employees required to pay the full difference in premiums between Kaiser and HealthNet in 2009-10 shall be required to pay the full difference in premiums between Kaiser and HealthNet based on premiums in effect July 1, 2013.

OAKLAND UNIFIED SCHOOL DISTRICT


Vernon Hal, Deputy Superintendent



Troy Christmas, Director, LMER


Jacqueline Minor, General Counsel

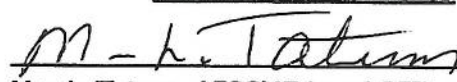

Jerry Johnson, Risk Management


Jesse Alvarez, LMER



Victor Ward, LMER


Carlotta Roman, Benefits


SIGNATORY UNIONS

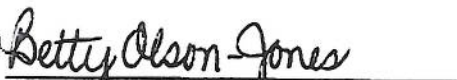

Morris Tatum, AFSCME Local 257



Jo Bates, AFSCME Local 257



Mary Helen Morman, Building Trades


Donald Miggins, Building Trades



Ana Turetsky, AFT Local 771

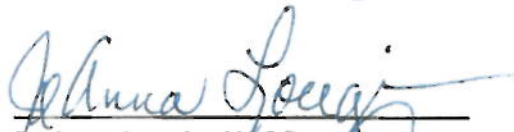

Betty Olson-Jones, OEA



Memo Durgin, CTA/OEA 3/17/12



Mynette Theard, SEIU Local 1021


Bettie Reed-Smith, SEIU Local 1021


Ronda Goldsby, SEIU Local 1021


Jo Anna Lougin, UAOS


Antonio Christian, Teamsters Local 853


Dominic Chiovare, Teamsters Local 70


Shawana Grace, CSEA

This page is intentionally blank.

APPENDIX 3

OAKLAND UNIFIED SCHOOL DISTRICT						
HUMAN RESOURCES SERVICES AND SUPPORT						
CDC INSTRUCTIONAL ASSISTANTS SALARY SCHEDULE						
258 DAYS - CLASSIFIED						
STEPS						
	1	2	3	4	5	6
RANGE 01	Units 0-15					
ANNUAL	\$18,056.05	\$19,138.93	\$20,234.45	\$21,317.32	\$22,412.84	\$23,495.72
MONTHLY	\$1,504.67	\$1,594.91	\$1,686.20	\$1,776.44	\$1,867.74	\$1,957.98
WEEKLY	\$349.92	\$370.91	\$392.14	\$413.13	\$434.36	\$455.34
DAILY	\$69.98	\$74.18	\$78.43	\$82.63	\$86.87	\$91.07
HOURLY	\$9.33	\$9.89	\$10.46	\$11.02	\$11.58	\$12.14
RANGE 02	Units 15-29					
ANNUAL	\$19,138.93	\$20,234.45	\$21,317.32	\$22,412.84	\$23,495.72	\$24,517.50
MONTHLY	\$1,594.91	\$1,686.20	\$1,776.44	\$1,867.74	\$1,957.98	\$2,043.13
WEEKLY	\$370.91	\$392.14	\$413.13	\$434.36	\$455.34	\$475.15
DAILY	\$74.18	\$78.43	\$82.63	\$86.87	\$91.07	\$95.03
HOURLY	\$9.89	\$10.46	\$11.02	\$11.58	\$12.14	\$12.67
RANGE 03	Units 30-44					
ANNUAL	\$20,234.45	\$21,317.32	\$22,412.84	\$23,495.72	\$24,517.50	\$25,587.74
MONTHLY	\$1,686.20	\$1,776.44	\$1,867.74	\$1,957.98	\$2,043.13	\$2,132.31
WEEKLY	\$392.14	\$413.13	\$434.36	\$455.34	\$475.15	\$495.89
DAILY	\$78.43	\$82.63	\$86.87	\$91.07	\$95.03	\$99.18
HOURLY	\$10.46	\$11.02	\$11.58	\$12.14	\$12.67	\$13.22
RANGE 04	Units 45-59					
ANNUAL	\$21,317.32	\$22,412.84	\$23,495.72	\$24,517.50	\$25,587.74	\$26,720.13
MONTHLY	\$1,776.44	\$1,867.74	\$1,957.98	\$2,043.13	\$2,132.31	\$2,226.68
WEEKLY	\$413.13	\$434.36	\$455.34	\$475.15	\$495.89	\$517.83
DAILY	\$82.63	\$86.87	\$91.07	\$95.03	\$99.18	\$103.57
HOURLY	\$11.02	\$11.58	\$12.14	\$12.67	\$13.22	\$13.81
RANGE 05	Units 60-74					
ANNUAL	\$22,412.84	\$23,495.72	\$24,517.50	\$25,587.74	\$26,720.13	\$27,840.93
MONTHLY	\$1,867.74	\$1,957.98	\$2,043.13	\$2,132.31	\$2,226.68	\$2,320.08
WEEKLY	\$434.36	\$455.34	\$475.15	\$495.89	\$517.83	\$539.55
DAILY	\$86.87	\$91.07	\$95.03	\$99.18	\$103.57	\$107.91
HOURLY	\$11.58	\$12.14	\$12.67	\$13.22	\$13.81	\$14.39
RANGE 06	Units 75-89					
ANNUAL	\$23,495.72	\$24,517.50	\$25,587.74	\$26,720.13	\$27,840.93	\$28,861.66
MONTHLY	\$1,957.98	\$2,043.13	\$2,132.31	\$2,226.68	\$2,320.08	\$2,405.14
WEEKLY	\$455.34	\$475.15	\$495.89	\$517.83	\$539.55	\$559.33
DAILY	\$91.07	\$95.03	\$99.18	\$103.57	\$107.91	\$111.87
HOURLY	\$12.14	\$12.67	\$13.22	\$13.81	\$14.39	\$14.92

APPENDIX 3

RANGE 07	Units 90-104					
ANNUAL	\$24,517.50	\$25,587.74	\$26,720.13	\$27,840.93	\$28,861.66	\$29,969.82
MONTHLY	\$2,043.13	\$2,132.31	\$2,226.68	\$2,320.08	\$2,405.14	\$2,497.48
WEEKLY	\$475.15	\$495.89	\$517.83	\$539.55	\$559.33	\$580.81
DAILY	\$95.03	\$99.18	\$103.57	\$107.91	\$111.87	\$116.16
HOURLY	\$12.67	\$13.22	\$13.81	\$14.39	\$14.92	\$15.49
RANGE 08	Units 105+					
ANNUAL	\$25,587.74	\$26,720.13	\$27,840.93	\$28,861.66	\$29,969.82	\$31,114.84
MONTHLY	\$2,132.31	\$2,226.68	\$2,320.08	\$2,405.14	\$2,497.48	\$2,592.90
WEEKLY	\$495.89	\$517.83	\$539.55	\$559.33	\$580.81	\$603.00
DAILY	\$99.18	\$103.57	\$107.91	\$111.87	\$116.16	\$120.60
HOURLY	\$13.22	\$13.81	\$14.39	\$14.92	\$15.49	\$16.08

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

APPENDIX 4

Job Classification and Ranges	Range
IA CDC	1
IA CDC SUBSTITUTE	1
IA CDC BILINGUAL	8

This page is intentionally blank.

AGREEMENT

BETWEEN



OAKLAND UNIFIED
SCHOOL DISTRICT

AND

OAKLAND CHILD DEVELOPMENT
PARAPROFESSIONAL ASSOCIATION

Representing

"SUBSTITUTE"

Child Development Centers

Instructional Assistants

For The Period

July 1, 2009 – June 30, 2012

(Contract Extension July 1, 2012 - June 30, 2015¹)

¹ July 1, 2004 – June 30, 2005 agreement extended and July 1, 2005 through June 30, 2006 agreement extended.

This page is intentionally blank.

Bargaining Teams

OUSD

Troy Christmas

OCDPA

Nely Obligacion

Ronda Goldsby

Rita Bailey

Bettie Reed-Smith

SUPERINTENDENT

Anthony Smith, Ph.D.

Board of Education

David Kakishiba

Jumoke Hinton Hodge

Gary Yee

Jody London

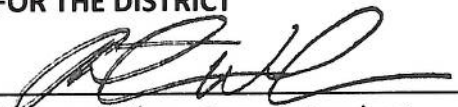
Christopher Dobbins

Roseann Torres

James Harris

IN WITNESS WHEREOF, the parties have executed this Agreement on the 10th day of September, 2014.

FOR THE DISTRICT


Antwan Wilson, Superintendent
Secretary, Board of Education


David Kakishaba, President
Board of Education


Troy Christmas, Director of Labor Strategy

FOR OCDPA/SEIU 1021


Nely Obligation, Director, Higher Education K-14


Pete Castelli, Executive Director, Field and Programs


Ronda Goldsby, Field Representative


Bettie Reed Smith, President


Rita Bailey, 2nd Vice President

Approved as to form and content:

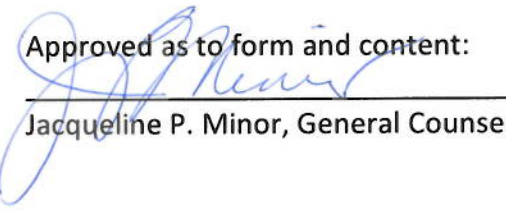

Jacqueline P. Minor, General Counsel

TABLE OF CONTENTS

ARTICLE 1 - AGREEMENT	1
ARTICLE 2 - NON-DISCRIMINATION	1
ARTICLE 3 - CLASSIFICATION	1
ARTICLE 4 - HOURS OF EMPLOYMENT	1
A. Purpose of Article	1
B. Hours	2
C. Rest Periods	2
D. Meal Periods	2
E. Overtime/Extra Time	2
F. Weekend Assignments	3
G. Increased Hours	3
ARTICLE 5 - COMPENSATION	3
ARTICLE 6 - TRANSFERS AND VACANCIES	3
ARTICLE 7 - PERFORMANCE EVALUATION	4
ARTICLE 8 - GRIEVANCE PROCEDURE	4
A. Step One	5
B. Step Two	6
ARTICLE 9 - SCOPE OF AGREEMENT	6
ARTICLE 10 - ORGANIZATIONAL SECURITY	6
ARTICLE 11 - UNION RIGHTS	8
A. Access to Establishment	8
B. Use of District Facilities	8
C. Area Representatives	8
ARTICLE 12 - ADMINISTRATIVE SUPPORT AND STAFF DEVELOPMENT	9
ARTICLE 13 - PERSONNEL RECORDS	9
ARTICLE 14 - MANAGEMENT RIGHTS	9
ARTICLE 15 - DURATION	10

This page is intentionally blank.

ARTICLE 1 - AGREEMENT

A. Parties to Agreement

The Articles and provisions contained within this Agreement constitute a bilateral and binding agreement ("Agreement") by and between the Oakland Unified School District, hereinafter referred to as "District", and the Oakland Child Development Paraprofessional Association, hereinafter referred to as "Union" or "Association", as the exclusive bargaining representative for all Child Development Center substitute employees classified as Instructional Assistant substitutes.

B. Legality

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").

ARTICLE 2 - NON-DISCRIMINATION

A. Non-Discrimination

The District shall not discriminate against a unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical or mental disability, or membership or participation in the activities of the Union.

B. Employee Rights

Employees shall be entitled to full rights including but not limited to, support of political candidates and issues of the employee insofar as the employee activities do not interfere with the operations of the educational program of the District.

C. Application Forms

Employee application forms and interview procedures shall not refer to membership in, or preference for, employee organizations.

ARTICLE 3 - CLASSIFICATION

A. Duties and Responsibilities

All unit members have, and work under, a particular classification, which outlines the duties and responsibilities of that position.

B. Job Descriptions

Job Descriptions may be developed by the District. Salaries attached to each job description, shall be negotiated by the District and the Union. Copies of job descriptions shall be made available through the Human Resources Division.

ARTICLE 4 - HOURS OF EMPLOYMENT

A. Purpose of Article

The purpose of this article is to provide a basis for the computation of straight time, overtime, and other premium wages and for the administration of hours of work relative to unit

members. Subject to statutory provisions and provisions of this agreement to the contrary, the District's pay records, practices and procedures shall govern the payment of all wages.

B. Hours

1. The standard workweek consists of five (5) consecutive workdays within a seven (7) day period. Full-time assignments are seven and one-half (7-1/2) hours within an eight (8) hour day. Part-time assignments are less than seven and one-half (7-1/2) hours per day, with a guaranteed minimum of three (3) hours. (Such assignments are limited to 3, 4 or 6 hours).

2. The District reserves the right to make split assignments consistent with the Child Development Center's needs to meet the required adult/child ratios. Bargaining unit members who hold six (6) hour continuous assignments at the time of the signing of this agreement shall not be required to work a split shift unless such assignment is made during the periods of June 15 to July 15 or September, start of school, to October 15.

3. When the adult/child ratio is in a non-compliance ratio, the District may temporarily adjust the beginning and ending time of the unit member(s) work shift, providing that such adjustment does not reduce the number of hours per day and does not result in a split shift assignment.

4. Temporary adjustments of work schedules for time when the K-12 program is not in session can be made for periods of up to ninety (90) days consistent with the Child Development Center's needs to meet the required adult/child ratios.

5. Temporary adjustments of work schedules provided for in section 4.B.3 and 4.B.4 of this agreement shall affect only employees within the affected work site.

C. Rest Periods

1. Full-time regular employees are entitled to two (2) 15 minute rest periods, one in the first half of the workday and one in the second half of the workday.

2. Part-time regular employees who work four continuous hours per day or more shall be entitled to a 15 minute rest period during the three-or-more hour work period.

3. Rest periods shall be scheduled by the immediate supervisor and shall not be used to lengthen the unit member's lunch period, shorten the regular workday or compensate for lost time.

D. Meal Periods

Employees scheduled to work five hours or more in one day on a normal daytime assignment shall be entitled to a duty-free meal period without pay of at least 30 minutes, which shall be scheduled by the immediate supervisor. Employees with medical needs be afforded a modified lunch period. This period will not exceed the period afforded other unit members. Employees requesting a modified lunch period due to medical reasons may be required to submit medical verification.

E. Overtime/Extra Time

1. Overtime and extra time may only be performed upon assignment by a supervisor/department head authorized to make such assignment. Overtime and extra time shall

be performed at the work site. Field trips shall be construed as work site assignments. Overtime and extra time shall be offered to unit members as provided for in section E.4 of this article.

2. Overtime is time worked in excess of the normal full-time workday or workweek or the job, class, or group classification. Overtime shall be paid at 1-1/2 times the straight rate of pay of the employee designated and authorized to work or suffered or permitted to work. Full-time and part-time employees who work the 6th and 7th consecutive day of a work week shall receive overtime for all such time worked in accordance with applicable Education Code Sections and the Fair Labor Standards Act.

3. Extra time is time worked by part-time unit members 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 employee. Extra time shall be paid at the straight-time rate of pay of the employee performing the extra work.

4. In the event that need arises for overtime and/or extra time at a site, Site Supervisors shall first seek volunteers to perform the needed duties. If the qualifications and abilities are equal, seniority will prevail in who will receive the assignment. The District agrees to provide the Site Supervisors with a seniority list. In the event that all unit members decline the assignment, the unit member possessing the least seniority will be assigned.

F. Weekend Assignments

In the event that a program is established requiring regular weekend work, the Union and the District will negotiate a fair and equitable system for the assignment of employees for the weekend operation.

G. Increased Hours

Unit members shall be offered increased hours of daily assignment in lieu of posting vacancies for part time positions, provided that the complete position can be allocated. Increased hours shall be offered in conformance with section E.4 of this article.

ARTICLE 5 - COMPENSATION

1. Effective December 1, 2003 and continuing for the duration of this agreement the substitute pay rate shall be equal to the hourly rate specified for Range 1, Step 1 on Schedule G for the CDC Instructional Assistant. Any subsequent modification to Range 1, Step1 on Schedule G during the term of this agreement shall be reflected and applied to the substitute salary schedule and wage rate for the duration of this agreement.
2. For the fiscal years 2013-2014 and 2014-2015, there shall be a reopener on salary.
3. Me-Too-Clause- Effective July 1, 2012 through June 30, 2013, the salary schedule shall be unchanged. If any represented/unrepresented employee group and/or bargaining unit receive a wage increase during FY 2012-2013, District agrees to negotiate a wage increase for the OSEA/OCDPA represented bargaining unit employees.

ARTICLE 6 - TRANSFERS AND VACANCIES

The District may use substitutes while unit positions are vacant to a maximum of sixty (60) calendar days. Vacancies shall be posted as soon as the position(s) become(s) known. The

bargaining unit member(s) who have applied shall be notified as to whether or not he/she is selected. If not selected for the position then at the request of the bargaining unit member, reasons shall be given promptly as to non-selection.

ARTICLE 7 - PERFORMANCE EVALUATION

Employees shall be evaluated by the appropriate supervisor, department head, or administrator. Performance evaluations shall be prepared as follows:

1. A probationary employee shall be evaluated at least two times during the probationary period.
2. After the probationary period, performance evaluations are normally to be completed once a year, but may be done more often when appropriate.
3. All performance evaluations must be discussed with the employee before they are put into the employee's file.
4. Areas of strength, weakness, and where improvement is needed shall be noted on the performance evaluation in a specific manner.
5. The employee must be informed of his/her right to respond verbally and/or in writing to parts of the performance evaluation with which the employee does not agree.
6. The employee shall receive a copy of the performance evaluation and acknowledge receipt by signing the original. In the event the employee 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 employee's personnel file.
7. Performance evaluations must be prepared on a standard form.
8. The parties agree to collectively bargain any proposals submitted during the life of this agreement by the other party concerning performance evaluation.

ARTICLE 8 - GRIEVANCE PROCEDURE

1. 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.

2. The parties endorse the concept that complaints and dissatisfactions which might develop into grievances should be informally resolved at the lowest administrative level possible.

3. A grievance is defined as a written complaint by a unit member, or the Union, that the District has violated, misinterpreted or misapplied a term or condition of this Agreement. When it is alleged that a term or condition of this condition of this Agreement has been violated, misinterpreted or misapplied, the procedure outlined below shall be applied.

4. All grievances, as defined above, must be filed within twenty days after the act, occurrence, event or circumstance alleged to constitute the grievance, or within twenty days after

the unit member learned, or should have learned, of the act, occurrence, event or circumstances alleged to constitute the grievance.

5. All grievances submitted under this article shall include a concise statement of the grievance, including the specific acts, conduct or condition alleged to constitute the grievance. All grievances submitted under this article shall contain:

a. A specific reference to the relevant contract provision, which is claimed to have been violated; and

b. A specific statement of the adverse effect on the unit member created by the condition complained of, and

c. A specific statement of the remedy sought by the unit member.

d. Grievances which do not comply with 5a, 5b, and 5c of this section will be denied and no further appeal may be taken.

6. 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.

7. The time limits specified in this article may be extended upon the mutual agreement of the parties to this Agreement.

8. The initial grievance may be amended by the grievant at any time prior to a 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.

9. 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 Union or the grievant fails to meet any of the time limits set forth in this Article, the grievance shall be treated as withdrawn with prejudice. If the District fails to meet any of the time limits set forth in this Article, the Union or the grievant has the right to advance the grievance to the next step of the grievance procedure.

10. 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, the due date shall be the next regularly scheduled work day.

11. When two or more grievances involve the same alleged violation or present common questions of facts, the parties to this agreement may agree to consolidate such grievances at Step Two of the grievance procedure.

12. A grievance filed by or on behalf of a substitute unit member may not be submitted to arbitration.

A. Step One

1. The written grievance shall be presented to the unit member's immediate supervisor by the employee and/or the Union representative. If the immediate supervisor believes

he/she did not take the action complained of or does not have the authority to resolve the complaint, he or she will forward the grievance to the appropriate District manager for resolution.

2. Either party may elect a Step One Meeting. Such meeting shall be held within five (5) days of receipt of the grievance. The meeting will normally take place at the employee's work site unless the parties mutually agree otherwise. Present at such meetings will be the grievant, his/her representative, the immediate supervisor and such other management representative the District may designate, providing such management person(s) possess information necessary to resolving the grievance.

3. The supervisor's written answer to the grievance will be provided within fifteen (15) days of the close of the Step One meeting. If no meeting is held, the supervisor's written answer will be provided within fifteen (15) days of receipt of the grievance.

B. Step Two

1. If the supervisor's answer at Step One is unsatisfactory, the grievant or his/her representative may appeal the decision to the Director of the ECE Programs or his/her designee within fifteen (15) days of receipt of the supervisor's answer. Such appeal shall include a copy of the grievance, the supervisor'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 days of receipt of the appeal to Step 2.

2. Present at such meeting will be the grievant, his/her representative, and the Director of the ECE Programs or his/her designee and such other management official as the District designates, providing such management person(s) possess information necessary to resolve the grievance.

3. A written answer will be provided to the grievance 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.

4. The District's answer at Step Two will be final and binding.

ARTICLE 9 - SCOPE OF AGREEMENT

1. This Agreement fully and completely incorporates the understanding of the parties hereto, and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining, and shall supersede all previous agreements, understandings, and prior practices concerning such subject matter.

2. Neither party shall during the term of this Agreement demand any change therein, nor shall either party be required to bargain with respect to any matter or change during the life of Agreement, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent.

3. The parties intend that nothing in this article shall preclude the parties from negotiating over the effects of the District's exercise of any management right provided for in this agreement.

ARTICLE 10 - ORGANIZATIONAL SECURITY

1. Upon written authorization from any employee, the District shall deduct the appropriate amount from the salary of the employee and make appropriate remittances for

annuities, credit union, saving bonds, charitable donations, or any other plans or programs for which such deductions are authorized by the Board of Education.

2. Any unit member who is a member of the Union or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and central assessments in the Union. Pursuant to such authorization, the District shall deduct the regular monthly dues from the regular salary check of the unit member. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3. Any unit member who is not a member of the Union or who does not make application from membership within thirty (30) days of the effective date of this section, or within thirty (30) days from the date of assigned duties within the bargaining unit, shall become a member of the Union or shall pay to the Union fee equal to unified membership dues, initiation fees and general assessments, in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in sections 10.1 and 10.2 of this article. In the event that a unit member shall not pay such fee directly to the Union, or authorized payment through payroll deduction as provided in sections 10.1 and 10.2 of this article, the Union shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45168 and in the same manner as set forth in sections 10.1 and 10.2 of this article. There shall be no charge to the Union for such mandatory agency fee deductions.

4. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, under Title 26 of the Internal Revenue Code:

- A. Marcus Foster Educational Institute.
- B. United Way.
- C. Martin Luther King Scholarship Fund.

Such payment shall be made on or before October 31 of each school year except for new hires, who shall make payment within sixty (60) days of date of hire.

5. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body with tax-exempt status whose traditional religious tenets or teachings object to the joining of financially supporting employee organizations, pursuant to section 10.4 above, shall be made on an annual basis to the District and the Union as a condition of continued exemption from the provisions of sections 10.1 and 10.2 of this article. Proof of payment shall be in the form of receipts, payroll deduction stubs and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the agency fee has been made. The Union shall have the right of inspection in order to review said proof of payment. A minimum of 48 hours notice (2 workdays) must be given to the District prior to exercising this right of inspection.

6. Any unit member making payments as set forth in sections 10.4 and 10.5 of this article, and who requests that the grievance or arbitration provisions of this Agreement be used in

his or her behalf, shall be responsible for paying the reasonable costs of using said grievance or arbitration procedures.

7. With respect to all sums deducted by the District pursuant to this article, whether for membership dues or agency fee, the District agrees to promptly remit monthly such monies to the Union accompanied by an alphabetical list of unit members for who such deductions have been made, categorizing them as to membership or non-membership in the association, and to indicate any changes in personnel from the list previously furnished.

8. The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this article.

9. The Union agrees to pay to the District all reasonable legal fees and legal costs (including damages) incurred in defending against any Court or administrative action challenging the legality of the agency fee provisions of this Agreement or their implementation.

10. The Union shall have the exclusive right to decide and determine whether any such action referred to in section 10.9 above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 11 - UNION RIGHTS

A. Access to Establishment

Representatives of the Union, for performance of official duties, shall be permitted reasonable access to the premises of the employer during work hours provided that they report first to the appropriate administrator/supervisor. Representatives shall not interfere with normal work duties of employees or operation of the employer.

B. Use of District Facilities

1. The Union shall have the right of suitable space on District bulletin boards at each work location and the right to use mailboxes and the inter-district mail system for posting and communicating official Union business.

2. The Union shall have the right to use District facilities at reasonable time to hold Union meetings by following civic center procedures. Meeting shall not interfere with normal operation of the site.

C. Area Representatives

1. For the purpose of representation within the District, or elected as Area representatives, the Union shall be entitled to a reasonable number of area representatives who shall restrict their activities to the processing of grievances, and in this connection shall be allowed reasonable amount of time off with pay for this purpose. Written notification shall be sent by the Union to the OUSD Labor Relations Department and the Early Childhood Education Department Office which shall include names of persons selected.

2. When an employee is required to meet with a supervisor and the employee reasonably anticipates the meeting may involve questions leading to formal disciplinary action, he/she shall be entitled to have a Association Representative present, if he/she so requests.

3. Area Representatives shall make arrangement with the Children's Center Office before leaving work sites to resolve or investigate grievances. This provision shall not be used to prevent an Area Representative from performing his/her duties or obligations set forth in this section.

ARTICLE 12 - ADMINISTRATIVE SUPPORT AND STAFF DEVELOPMENT

1. In order to further the District's strong commitment to staff excellence, unit members are encouraged to participate in meetings, workshops and other development activities for the purpose of strengthening their skills, and for assisting with the educational program at the work site.

2. The District shall make every effort to schedule staff development activities during the unit members regularly scheduled work day and during the unit members regularly scheduled work hours.

3. Unit members participating in staff development activities outside the regularly scheduled work day and/or work hours shall be compensated for such work in accordance with the overtime provisions set forth in this Agreement.

4. Unit members shall not be required to participate in Child Development Center staff development activities if such activities are scheduled outside the unit members regularly scheduled work day and/or work hours.

5. The District shall compensate unit members participating in staff development programs for all expenses incurred as a result of participation in such activities.

ARTICLE 13 - PERSONNEL RECORDS

1. The Human Resources Division establishes and maintains files for employees of the District. The files are the official District repository for evaluation records and other personnel information regarding the unit members. Materials in personnel files of members of the unit are to be made available for the inspection of the member involved.

2. Unit members shall have the right to inspect their file, and all materials within such file, upon request.

3. Unit member shall have the right to be furnished copies of any and all materials within such file with no charge to the unit member.

4. Unit member may designate a representative to accompany him/her during the review of such file.

5. Unit members may designate a representative to inspect his/her file without the unit member present, providing such authorization is made in writing and signed by the unit member.

ARTICLE 14 - MANAGEMENT RIGHTS

1. Except as limited and defined by the specified and expressed terms of this agreement and operating within applicable laws and regulations, the District retains exclusive rights to manage the school district, including its rights 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 personnel system, to classify positions, to establish or delete positions or classes to or from the unit salary plan, to establish standards for employment, to promote and to transfer employees; to direct employees; to take disciplinary action for just cause; to schedule work; and to relieve employees because of a lack of work or other legitimate reason. The District further reserves the right to take whatever action may be deemed necessary in the emergency as defined by the Board of Education.

2. The parties intend that nothing in this article shall preclude the parties from negotiating over the effect of the District's exercise of any management right contained in this article.

ARTICLE 15 - DURATION

This Agreement shall be in full force and effect from July 1, 2012 through June 30, 2015.