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AGREEMENT

Between

OAKLAND UNIFIED SCHOOL DISTRICT

AND

OAKLAND SCHOOL EMPLOYEES ASSOCIATION SEIU

LOCAL 790,

Representing

Permanent Paraprofessionals (IA) and

White Collar (WC) Employees,

For the Period

July 1, 2001 through June 30, 2004

OAKLAND UNIFIED SCHOOL DISTRICT
1025 Second Avenue
Oakland, CA 94606

OAKLAND UNIFIED SCHOOL DISTRICT

STATE ADMINISTRATOR

Randolph E. Ward, Ed.D.

BOARD OF EDUCATION

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ARTICLE 1 - RECOGNITION

The OSEA/SEIU Local 790 ("Union") is recognized by the Oakland Unified School District ("District") as the exclusive representative for employees covered by this Agreement. Such employees shall include those for employees regularly employed in the classifications listed in Attachments J and K.

ARTICLE 2 - DEFINITIONS

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

A. Regular Employees shall include probationary, permanent, full- time and part-time employees, but shall not include temporary, short-term, substitute, restricted, exempt or student employees.

B. Probationary Employees are regular employees who have not completed the probationary period of employment, whether full-time or part-time. The probationary period for employees shall be six full calendar months in a regular paid status. Only that time spent in active service for the District shall count toward completion of the probationary period.

C. Permanent Employees are regular employees who have completed the required probationary period of employment.

D. Full-Time Employees are regular employees who are scheduled to work 7-1/2 hours per day and five days per week.

E. Part-time Employees are classified employees who regularly work less than 7-1/2 hours per day or less than five days per week.

F. Calendar Month means working days, from the first working day through the last working day of the month.

G. Day shall mean any day in which the head quarters of the District is open for business.

ARTICLE 3 - WAGES

A. Wages

For fiscal year 2001-2002 all unit members shall receive a 3.87% wage increase effective July 1, 2001.

For fiscal year 2002-2003, there shall be no change in wage rates or the Salary schedules.

For the fiscal year 2003-2004, effective July 1, 2003, wage rates and Salary Schedules F (White collar) and I (Paraprofessional) shall be reduced by one percent (1%).

B. Emergency Pay Warrants and Miscellaneous Adjustments

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

C. College Transcript

When the District receives a college transcript sent for evaluation for purposes of salary range placement, the District shall immediately notify the employee of receipt of the transcript. Any salary range adjustment due the employee shall be effective the first pay period following receipt of the transcript.

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

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

2. Regular full-time employees, whose work assignment begins after 10:00 p.m. and before 3:00 a.m., shall receive an additional 71 cents per hour for a shift differential.

E. Longevity Pay

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

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

1. The anniversary date for determining the amount of longevity pay shall be the first of the month following date of probationary employment.

2. Employees paid by the hour are not eligible for longevity pay.

3. When adjustments are made in an employee's monthly pay warrant (such as for overtime, time off without pay, etc.), longevity pay shall be considered part of the employee's regular salary.

F. Salary Increments (Steps)

1. The first increase for new employees hired on any of the first three steps of the salary schedule will take place on the first of the month following satisfactory completion of six calendar months in regular paid status, subject to the attainment of permanent status.

2. The first increase for new employees hired above the third step of the salary schedule will take place on the first of the month following satisfactory completion of twelve calendar months in regular paid status.

3. By virtue of the specialized training and experience required, employees selected for and placed in the position of Instructional Assistant-Interpreter/Tutor for the Deaf shall be deemed to have three additional years of experience for placement on the salary schedule.

4. Minimum Salary Increases

Whenever a unit member is promoted, he or she shall be placed in either: (1) that step of the new classification which pays at least five (5) percent more than the unit member earned in his/her previous

position, or, (2) at the highest step of the range of the position to which the unit member is promoted, whichever is less.

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

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

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

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

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

5. After the first salary increment, increases shall occur at yearly intervals until the top step is reached. The salary increment for Step 8 shall occur two years after Step 6 has been reached.

6. Employees must be in a regular paid status for at least one-half the work days in a month to receive credit toward salary increments.

G. Adjustment Pay

If an employee is asked to perform higher level duties than those in his/her job description for more than five days in any 15 calendar day period of time, the employee shall be paid at a minimum of 5% above his/her current salary.

H. Bilingual Positions (Applies to White Collar Only)

By virtue of the bilingual requirement, persons selected for bilingual designated positions shall receive a $60.00 stipend per month. Part-time employees shall receive a percentage of the stipend based on the percentage of full-time they work.

I. Travel Expense

After the effective date of this contract, unit members shall be reimbursed for authorized travel expenses at the maximum mileage rate allowed by the Internal Revenue Service (IRS) or actual bus fare, plus the actual costs of parking and tolls, if any. (Applies to both white collar and paraprofessional units.)

J. Method of Salary Payment - White Collar Employees

Employees shall be paid on a twice-a-month basis.

K. Method of Salary Payment - Paraprofessional Employees

1. Unit members who are assigned to a traditionally scheduled school will receive 20 paychecks per year, paid on a salary basis, twice a month.

2. Unit members who are assigned to schools with a year-round schedule shall receive 24 paychecks per year, paid on a salary basis, twice a month.

3. Employees assigned to traditionally scheduled schools may elect to have their yearly salary paid in 24 checks instead of 20.

L. Paycheck Errors

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

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

ARTICLE 4 - HOURS OF EMPLOYMENT

A. Weekly Work Days

The standard work week shall consist of five consecutive workdays within a seven-day period. Work schedules may be adjusted in the best interest of the District. Full-time assignments are 7-1/2 hours per day.

1. Employees in the unit employed by the District prior to the adoption of this Agreement shall have a standard work week of five days, Monday through Friday, except for those who have been assigned a different schedule, or those who volunteer to work other than Monday through Friday.

2. If the needs of the District necessitate a permanent change in the days of work for an employee, no such change shall be made unless the procedure described in "Daily Work Hours" for changes in hours is followed.

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

B. Daily Work Hours - White Collar Employees

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

1. Temporary assignments of one week or less may be made to meet the needs of the District upon 48 hours' notice to the employee, unless emergency conditions dictate shorter notice.

2. Daily work hours shall be changed only to meet the needs of the District.

3. Daytime assignments which are outside the prescribed hours in effect as of the effective date of this Agreement shall be deemed to have had the prior consent of the employee.

4. If the needs of the District necessitate a permanent change in the hours of employment outside the prescribed hours, no such change shall be made unless:

   a. The change is first discussed with the employee or employees affected; and if the change is not

accepted within seven calendar days, then:

1. Volunteers from among all employees in the same classification are sought by posting for five work days, and

2. The employees affected shall be given 30 calendar days' notice. Said notice shall be given in writing.

b. If no volunteers can be found and the employee affected does not accept the assignment, the assignment shall be given to the least senior person in the classification working the same number of hours and the same work year. The least senior person must accept the assignment or be terminated, or reassigned. If the least senior person is terminated, the position shall be posted, as provided in ARTICLE VIII, "Posting". In the event there is only one person at the work site, that employee will be reassigned to the least senior person's position. In the event that a person must be reassigned, then the least senior person at the site will be reassigned to the position of the least senior person in the classification.

5. Employees hired after the effective date of this Agreement, whose hours are outside the prescribed hours, shall be deemed to have accepted the hours assigned, provided that the actual work hours are contained in the offer of employment.

6. The hours of employment for part-time employees may be rescheduled to meet the needs of the District within the 7:30 a.m. to 5:00 p.m. range. In the event the part-time employee is not able to comply with the new schedule, the procedure described in paragraph B.4 shall be used.

C. Daily Work Hours - Paraprofessional Employees

The normal workday for full-time employees is 7-1/2 hours per day. The work day of ten-month employees is scheduled between 7:30 a.m. and 5:00 p.m. at the beginning of each school year.

1. Employees working less than 6 hours shall generally be considered to work in the mornings (7:30 a.m. to 12:00 p.m.) or the afternoons (12:00 p.m. to 5:00 p.m.).

a. After the initial assignment following the summer recess, changes within the morning or afternoon sessions shall be subject to the provisions of Subsection 6 below.

b. After the initial assignment following the summer recess, changes from the morning to the afternoon, or vice versa, shall be subject to the provisions of Subsection 7 below.

c. Employees whose assignment takes in part of the morning and part of the afternoon shall be deemed to be working for that session in which the larger part of their assignment falls on the effective date of this Agreement, except that permanent changes may be made of not more than one hour before or after the existing assignment, subject only to the provisions of Subsection 6 below.

d. An employee who is assigned to work additional time of 30 minutes or more in his/her same classification for a period of 20 consecutive working days or more shall have his/her hours and benefits adjusted to reflect the additional time.

2. Days of the Year

a. The total regular work days for Paraprofessional employees in this unit (listed in Salary Schedule I) shall be one more than the total number of instructional days for students, except for District authorized extra time as specified in Section G of this article.

b. The regular work days of employees assigned to non-public schools may be scheduled in conformance with the schedules of the specific schools to which they are assigned, provided the total number of regular work days in the year remains the same as for employees assigned to District schools.

c. The regular work days of employees assigned to Year-Round Schools may be scheduled in conformity with the schedules of the specific school to which they are assigned provided the total number of regular work days in the year remains the same as for employees assigned to traditionally scheduled schools.

d. On non-student days, with the exception of periods of in-service training, an employee will be given

the option of taking a personal leave day, a vacation day, or a day of non-pay and non-service. Employees working on said days may be assigned to an alternate work site.

3. Notice of Beginning/Ending Duty Days

Prior to the end of the school year, each employee in this unit shall be given written notice of the final day of work and the date of return to work after the summer recess. Such notice shall state that the assignment will be the same unless the employee is notified otherwise by the Classified Personnel Office prior to the end of the school year or at the beginning of the next school year.

4. District's Right to Change Assignment Within Ten Days of Return

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

a. If a change in the previous year's assignment is necessary, it must first be discussed with the employee.

b. If the employee is unable to accept the assignment, he/she shall be placed on unpaid leave of absence for a period of six calendar months during which time the employee shall retain the right to any comparable position with the same or fewer hours and days which becomes available, subject to the prior reemployment rights of other unit members, including those placed on unpaid leave under the provisions of 6 and 7 below. If the employee does not accept assignment to an available position, or if no position becomes available within that time, the employee shall be deemed to have resigned from his/her employment with the District effective at the close of business on the last day of the sixth month.

5. Notice to New Hires

All newly hired employees will be provided a letter from Human Resources specifying their date of hire, employee classification, location of work, and number of work hours per day of their new assignment.

6. Changes Within Morning or Afternoon Assignment

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

a. Temporary changes within a morning or afternoon assignment of one week or less may be made upon two work days' written notice unless emergency conditions dictate shorter notice; provided, however, that no more than three such assignments shall be made within the school year. These limitations shall not apply to staff meetings.

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

1. The proposed change must first be discussed with the employee. The employee shall be provided the proposed change in writing.

2. If the proposed change is not accepted by the employee, then the employee may do any of the following: (a) Apply for a voluntary transfer to any comparable position in the District with the identical hours and days as the initial assignment which becomes available, or (b) be placed on unpaid leave of absence for a period of six calendar months during which time the employee shall retain the right to any comparable positions with the same or fewer number of hours and days which becomes available, subject to the prior re-employment rights of other unit members including those placed on unpaid leave under the provisions of Section 7, below. If the employee does not accept assignment to an available position, or if no position becomes available within that time, the employee shall be deemed to have resigned from his/her employment with the District effective at the close of business on the last day of the sixth month.

7. Changes Between Morning and Afternoon Assignments

No employee's assignment shall be changed from afternoon to morning or from morning to afternoon after

the initial assignment following the summer recess, except in accordance with the following:

a. Temporary assignments between morning and afternoon of one week or less may be made upon two work days' written notice unless emergency conditions dictate shorter notice; provided, however, that no more than three such assignments shall be made within the school year. These limitations shall not apply to staff meetings.

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

1. The proposed change must first be discussed with the employee. The employee shall be provided the proposed change in writing.

2. If the proposed change is not accepted by the employee within two work days, then volunteers to make the change shall be sought from among all employees throughout that work site who work the same hours in the same classification. If a volunteer is found, the two employees shall exchange assignments, subject to the approval of the site manager.

3. If no volunteer can be found, or the site manager does not approve the exchange in assignment, the least senior employee at the site working the same hours in the same classification shall exchange assignments with the employee initially affected.

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

available within that time, the employee shall be deemed to have resigned from his/her employment with the District effective at the close of business on the last day of the sixth month.

8. Voluntary Changes in Assignment

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

9. Good Faith Obligation

Changes in the daily and weekly work assignment of employees shall be made only to meet the legitimate needs of the District.

10. Number of Assignments

a. Three (3) Hour Instructional Assistants may not be assigned to work more than two classrooms.(Not including primary for special educational instructional assistants.)

b. Six (6) Hour Instructional Assistants may not be assigned to work more than four classrooms. (Not including primary for special educational instructional assistants.)

11. Possibility of Future Weekend Assignments

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

D. Daily and Weekly Work Schedule:
New Hires - White Collar Employees

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

1. For purposes of the provisions concerning daily work hours and weekly work days, the daily and hourly work schedule of 10-month employees on the effective date of this Agreement shall be deemed to be their schedule during the past school year. But a change in the employee's hourly work schedule which is still between

7:30 a.m. and 5:00 p.m. shall not constitute a new schedule.

E. Rest Periods

1. Full-time employees shall be entitled to two separate 15-minute rest periods per work day as scheduled by the supervisor.

2. Paraprofessional employees who work six hours or more shall be entitled to two separate 15-minute rest periods per work day as scheduled by the site manager.

3. Part-time employees who work 3¾ continuous hours or more without a meal period shall be entitled to a 15-minute rest period as scheduled by the supervisor.

4. Rest periods shall not be used to lengthen the meal period, shorten the work day, or compensate for lost time.

F. Overtime

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

1. Overtime shall be paid at 1½ times the straight time hourly rate of pay of the employee designated and authorized to work.

2. Compensatory time shall not be used as a form of overtime pay.

3. Part-time employees with an average work day of four hours or more during the work week shall receive overtime for all time worked on the sixth or seventh consecutive day following commencement of the work week.

4. Part-time employees with an average work day of less than four hours during the work week shall receive overtime for all time worked on the seventh consecutive day following commencement of the work week.

G. Extra Time

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

1. Extra time may also be worked by a 10-month employee in excess of the normal 10-month assignment.

2. Extra time worked by an employee shall be paid at the employee's normal rate of pay.

H. Over/Extra Time: Authorization

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

1. Overtime and/or extra time should be performed at the work site, unless the employee is instructed otherwise. In any event, the employee shall be compensated for work done upon instruction by a supervisor, or administrator, whether written or oral, provided that said time is reported on official District time sheets.

2. The maximum overtime that any employee may be required to work during one month shall be 35 hours unless an emergency has been declared by the Superintendent or the Board of Education.

3. An employee may consent to work more than 35 hours of overtime per month.

I. Overtime/Extra Time: Scheduling

1. Whenever possible, at least two days advance notice will be given to an employee required to work overtime or extra time.

2. Whenever possible, volunteers will be sought.

3. Employees shall work overtime and extra time assignments; however, an employee may be relieved of this obligation for good reason involving a prior conflicting obligation.

4. The Administrator shall offer overtime/extra-time on a basis of rotational seniority within the work group.

J. Call Back - White Collar Employees

If an employee is called back to work after leaving the work site on a normal work day, or while on vacation leave or sick leave, or while on a holiday or recess (including the 6th or 7th day of the work week), he/she shall be compensated for at least two hours of work at the appropriate overtime or extra

time rate, regardless of the amount of time actually worked, subject to the following provisions:

1. If the employee's normal daytime assignment is less than two hours, the minimum call back pay shall be for one hour rather than two hours.

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

K. Call Back - Paraprofessional Employees

If an employee is called back to work after leaving the work site on a normal work day, or while on vacation leave or sick leave, or while on a holiday or recess (including the 6th or 7th day of the work week), he/she shall be compensated for at least two hours of work at the appropriate overtime or extra time rate, regardless of the amount of time actually worked, provided that if the employee is called to report before the normal starting time, and works from that time to the end of the work day, the two-hour minimum shall not apply.

L. Work Outside of Normal Work Day or Work Week - Paraprofessional Employees

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

1. The work shall be assigned in writing by the site manager.

2. Time worked shall be recorded on the appropriate District time sheet.

3. Compensatory time shall be taken during the month accumulated and shall be approved by the site manager, provided, however, that it may be taken the following month with approval of the site manager; and if there is a disagreement between the employee and the site manager as to when the time shall be taken, the time shall be paid as extra time or overtime.

M. Meal Periods

1. 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.

a. Interruptions: Should the meal period be interrupted for legitimate reasons, the time lost shall be rescheduled for and on that day by the Supervisor.

N. Flexible Hours

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

ARTICLE 5 - LEAVE

A. Holidays

The provisions of this Article will be announced and distributed to the unit upon the adoption of the school calendar for 2002-03, 2003-04 and 2004-05.

a. If the legal holiday occurs on a Sunday, the following Monday will be considered the holiday. If the legal holiday occurs on a Saturday, the proceeding Friday will be considered the holiday.

b. In addition to the legal holidays mentioned above, 3 Board holidays shall be declared by the Board of Education during the regular school year.

2. Employees are eligible for legal holidays subject to the following:

a. The employee must be in a regular paid status for part of the workday immediately preceding or following the holiday.

b. Employees who work less than a five day work week must have been scheduled to work on that day of the week.

c. Regular employees not normally assigned to work during winter recess shall be paid for holidays that occur then so long as they are in regular

paid status for any part of the workday immediately preceding or following the recess.

d. Regular employees who qualify for paid holidays will receive their normal rate of pay for the holiday.

e. Regular employees on paid leave when a holiday occurs shall receive pay for the holiday at the same rate as they are receiving for the paid leave. The holiday shall not be charged against the paid leave.

f. Employees on unpaid leave shall not be paid for holidays which occur during the leave.

g. Ten-month employees assigned to year-round schools shall be paid for holidays that occur during an intercession in which they are not assigned to work, so long as they are in regular paid status for any part of the work day immediately preceding or following the intercession. Such employees shall not be paid for the July 4th holiday.

h. Paraprofessional employees assigned to non-public schools may be granted alternative holidays in conformance with the schedules of the specific schools to which they are assigned, provided the total number of holidays granted remain the same as for employees assigned to District schools. Alternative holidays may not be granted in lieu of New Year's Day (January 1st), Independence Day (July 4th), Labor Day (First Monday in September), Thanksgiving Day (Fourth Thursday in November), or Christmas Day (December 25th).

B. Vacation

Eligible employees are entitled to vacation benefits as follows:

1. Twelve-Month White Collar Employees

Benefits

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

Active Service	Vacation Benefits
1 year	2 work weeks
4 years	3 work weeks
10 years	4 work weeks
25 years	5 work weeks

2. Twelve-Month Employees Paraprofessional Benefits

Eligible employees shall be entitled to time off without loss of pay for 13 days during the fiscal year. Employees who have worked from 10 to 24 continuous years (inclusive) shall be entitled to 18 days time off without loss of pay during the fiscal year. Employees who have worked 25 continuous years or more shall be entitled to 23 days time off without loss of pay during the fiscal year.

3. Rules Applicable to Twelve-Month Employees:

a. Vacations shall be scheduled so as to enable the District to maintain its full functioning status.

b. Twelve-month employees working at school sites should schedule their vacations during school recess periods. All employees are discouraged from requesting that vacation be scheduled for the periods immediately preceding the opening and closing of schools.

c. Employees who prefer specific vacation time periods shall notify their supervisor/department heads/ administrators, and such preference shall be considered.

d. Employees shall request vacation at least ten days in advance of an anticipated vacation leave and shall then be given at least one week's notice of the date upon which their vacation period will commence.

e. If an employee takes an unpaid leave of absence in conjunction with vacation, the employee must exhaust accrued vacation benefits prior to the commencement of the unpaid leave of absence.

f. Employees of CDC whose sites are closed during the school winter recess period shall have the option to either take vacation leave or be reassigned to another site during the period of closure, as long as positions are available, in accordance with past practice.

4. Minimum Vacation

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

5. Accumulation

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

a. Unit members may carry over a maximum of 30 days vacation from year to year.

b. Vacation credit which exceeds the 30 day ceiling will be paid in cash.

c. If a unit member does not schedule vacation so as to avoid exceeding the maximum carry over, the immediate supervisor may schedule a unit member's vacation to avoid or reduce cash payments for excess carry over.

d. If vacation credit in excess of 30 days is carried over at the end of the fiscal year, the District will make a good faith effort to pay the unit member the excess credit by July 31st of the subsequent fiscal year. In no event will the payment be later than September 30th of the subsequent fiscal year.

6. Illness During Vacation

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

a. The request shall be submitted in writing to the appropriate supervisor, department head, or administrator within 2 working days following the employee's return to work.

b. Vacation which is thereby re-credited to the employee may then be rescheduled later by the appropriate administrator.

7. Ten-Month White Collar Employees

a. Salaried Employee Benefits (Monthly Employees)

Eligible employees are entitled to time off without loss of pay for at least 11 days during the school year to be paid as follows:

Employees shall be paid a full month's salary for the Winter Recess in December, which shall include pay for at least six vacation days. Employees shall also be paid full salaries for the month or months in which the Spring Recess occurs, which shall include five vacation days. In addition to the above, employees who have worked from 10 to 24 continuous years (inclusive) shall have an extra week's vacation pay added to their final pay warrant for the school year. Employees who have worked 25 continuous years or more shall have an extra two weeks' vacation pay added to their final pay warrant for the school year.

b. Hourly Employee Benefits

Eligible employees are entitled to time off without loss of pay for 11 days during the school year to be paid as follows:

Employees shall receive 4.4 days of vacation pay for the Winter Recess, which shall be contained in the first January pay warrant. Employees shall receive 3.3 days of vacation pay for the Spring Recess, which shall be included in the second pay warrant following the conclusion of the Spring Recess. Employees shall also receive 3.3 days of vacation pay, which shall be included in the final pay warrant of the school year. In addition to the above, employees who have worked from 10 to 24 continuous years (inclusive) shall have an extra week's vacation pay added to their final pay warrant for the school year. Employees who have worked 25 continuous years or more shall have an extra two weeks' vacation pay added to their final pay warrant for the school year.

c. Both Monthly and Hourly Paid

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

d. Summer Employment

Ten-month employees may also receive vacation credit for time worked during July and August when they are in regular paid status for one-half or more of the working days in each said month.

e. Terms and Conditions

The following terms and conditions apply to both 10-month and 12-month white collar employees:

1. Eligibility

a. Probationary employees earn but may not use vacation benefits.

b. Vacation benefits are earned only for months in which the employee is in regular paid status for at least one-half of the workdays in that month.

c. Employees whose work assignment is less than the normal full-time assignment earn vacation benefits on a prorated basis.

d. A classified employee whose date of probationary employment occurred during July, August, or September of 1959, or any prior year, will be given credit for vacation time as if employed on July 1, of the year of employment. Personnel employed on or after October 1, 1959, receive a prorated vacation for the portion of the first fiscal year worked from date of probationary employment through the following June 30, and shall assume the July 1st date following probationary employment as the anniversary date for vacation purposes.

8. Ten-Month Paraprofessional Employees

a. Vacation Benefits

Eligible employees are entitled to time off without loss of pay for 11 days during the school year to be paid as follows: Employees shall receive 4.4 days of vacation pay for the Winter Recess, which shall be contained in the first January pay warrant. Employees shall receive 3.3 days of vacation pay for the Spring Recess, which shall be included in the second pay warrant following the conclusion of the Spring Recess. Employees shall also receive 3.3 days of vacation pay, which shall be included in the final pay warrant of the school year. In addition to the above, employees who have worked from 10 to 24 continuous years (inclusive) shall have an extra week's vacation pay added to their final pay warrant for the school year. Employees who have worked 25 continuous years or more shall have an extra two weeks' vacation pay added to their final pay warrant for the school year.

b. Summer Employment

Ten-month employees may also receive vacation credit for time worked during July and August when they are in regular pay status for one-half or more of the working days in each said month.

c. Terms and Conditions

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

2. Probationary employees earn, but may not use, vacation benefits. Such benefits shall be used only upon completion of the probationary period. Vacation owed to employees who have completed the probationary period shall be included in the last pay warrant of the school year.

3. Employees whose work schedule is less than a full work year, work week, and/or work day shall receive prorated vacation benefits.

4. The employee must be in paid status for at least one-half of the employee's scheduled work days in a given month in order to earn vacation credit for that month.

5. Eligible ten-month employees shall use vacation credited to their account during the Winter and Spring Recess periods.

9. Separation from District

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

1. After completion of the probationary period, the employee shall be entitled to pay equivalent to earned vacation benefits at the time of separation; probationary employees separated from employment are not entitled to such equivalent pay for vacation benefits.

2. If an employee has taken in excess of his/her earned amount of vacation, at the time of separation, an equivalent amount of pay shall be deducted from the employee's final pay warrant, or the employee shall be required to reimburse the District for the equivalent amount.

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

3. Employees who return to work after separation who did not receive earned vacation benefits at the time of separation shall have such benefits credited to their account.

C. Sick Leave

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

1. Sick leave is available to employees at the rate of one work day of sick leave for each calendar month of employment:

   a. Sick leave shall be earned when the employee is in regular paid status for one-half or more of the work days in the calendar month.

   b. Part-time employees are entitled to sick leave on a prorated basis.

2. Employees who have been in a regular paid status for six calendar months, or more, shall have all sick leave to which they are entitled credited to their account after the first full day of work in the fiscal year.

3. Employees who have been in regular paid status for less than six calendar months shall earn sick leave on a monthly basis. The sick leave earned shall be placed on the employee's account at the end of the month and may only be used after it is earned. An employee may not use more than six days of sick leave during the first six months of service.

4. Overtime and extra time shall not count toward sick leave earned or credited. However, a 10-month employee working during the summer recess may earn additional sick leave for the time worked.

5. Employees who have been in regular paid status for six calendar months shall have the appropriate amount of sick leave credited to their account for the remainder of that fiscal year. Such credit shall include unused sick leave from the first six months in regular paid status.

6. Payment for sick leave shall be at the rate which the employee would have received if he/she had worked during the period of sick leave.

7. Sick leave is charged in one-quarter hour increments.

8. Doctor or dentist appointments may be charged to sick leave if they cannot be scheduled outside of the employee's work hours.

9. Pursuant to Labor Code Section 233, unit members shall be entitled to use up to a maximum of one-half of their annual entitlement to sick leave to attend to an illness of a child, parent, spouse or domestic partner. For the purposes of this provision, "child" means biological, foster or adopted child, a stepchild, a legal ward, a child of a person standing in loco parentis, or a child of a domestic partner; "parent" means a biological, foster or adoptive parent, a stepparent, or a legal guardian; and "domestic partner" is defined in accordance with the provisions of Family Code. Unit members shall comply with the procedures governing use of sick leave set forth in the contract and shall indicate on the leave form that the employee

is using "family sick leave".

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

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

11. Sick leave shall not be used during periods of layoff or leaves of absence.

12. Employees receiving Worker's Compensation benefits may use sick leave after exhaustion of occupational leave, provided that the sick leave payments in addition to the Worker's Compensation benefits do not exceed the employee's salary at the time of injury.

13. Employees who terminate from the employment of the District after using more sick leave than they have earned shall have the excess sick leave compensation deducted from their final pay warrant.

14. Employees absent on sick leave shall inform their supervisor that they are returning to work the day before doing so in order that a substitute will not be hired for that day. If an employee fails to so notify the supervisor before returning, and a substitute is hired for that day, the employee shall be placed on leave without pay for that day at the discretion of the District.

15. There shall be no direct payment for unused sick leave upon separation from the District. Upon retirement, accumulated sick leave shall be credited to the retirement account of employees belonging to PERS, in

accordance with State Law.

16. Employees are subject to disciplinary action for abuse of sick leave.

17. Employees reinstated after layoff, shall be credited with unused sick leave as of the date of layoff, provided that it has not been transferred to another school district. Employees who accept employment in another district may transfer unused sick leave to the district. Should the employee return to the Oakland District, he/she may transfer any residual unused sick leave back to Oakland.

18. Employees with more than six calendar months in regular paid status may use vacation time for absences due to illness or injury after exhaustion of sick leave.

19. Employees with six calendar months or more of service who have exhausted sick leave and vacation leave during absence due to illness or injury may use extended sick leave, subject to the provisions noted in that section.

20. An employee who exhausts all paid leave during an absence due to injury or illness shall be placed on a re-employment list for a period of 39 months. At any time during this 39 months that the employee is able to return to work, he/she shall be employed in the first vacancy in the classification of the previous assignment, provided he/she has greater seniority than other persons eligible for re-employment in the classification.

21. The re-employment lists of those employees on layoff and those employees unable to work because of illness or injury shall be merged. The employee's rank on the re-employment list shall be based on length of service as defined by the Education Code.

22. Sick leave is not earned during extended sick leave.

D. Neutral Medical Opinion

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

employee and the District.

1. This procedure will be carried out as expeditiously as possible. Nothing contained herein shall prevent the parties from referring the matter to a mutually acceptable physician in place of referring it to the Medical Association, as provided above, and the opinion of this physician shall be likewise controlling.

2. The employee may be required to provide the Classified Personnel Office only with the following:

   a. Certification of the specific illness, injury or disability by the employee's physician, and

   b. The first day of absence, the date of examination by the physician, and the expected date of return.

3. The provisions of this section shall not apply to Occupational Leave.

4. The District Physician/Health Services Consultant and Legal Advisor shall be the only District employees authorized to have access to the District requested and maintained medical information, other than that referred to in No. 2 above. All such records and information shall be maintained in confidence by the District Physician/Health Services Consultant, except that he or she may inform the Classified Personnel Office of his or her opinion as to whether the employee is capable of returning to work and when.

E. <u>Extended Sick Leave</u>

An employee with more than six calendar months in regular paid status shall be credited with 100 days per year at one-half the employee's regular straight time rate of pay for use when absent due to injury or illness, whether or not the absence arises out of or in the course of employment, under the following conditions:

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

2. A statement by a licensed physician, or a practitioner to whom the employee was referred by a licensed physician, confirming the employee's injury or illness must be submitted to the Personnel Department for each

occasion for which extended sick leave is requested.

3. An employee must have been in a paid status for at least one workday in a fiscal year before qualifying for credit for extended sick leave for that year.

4. The number of days of extended sick leave used under this section shall not exceed 100 days in any given fiscal year or for any given illness or injury.

5. Provisions under ARTICLE V-D. shall apply to this section, Extended Sick Leave for white collar employees.

F. Drug and/or Alcohol Dependency

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

a. A disabling condition has been diagnosed by a licensed physician;

b. The right to return shall be subject to verification by a licensed physician designated by the District that the disabling condition no longer exists;

c. If the District has reason to believe that an employee is suffering from alcohol and/or drug dependency, the District may require an examination at its expense, and if employee is determined to have a disabling condition, the employee may be placed on mandatory sick leave, with the right to return subject to the conditions specified in b. above.

G. Other Absences Chargeable to Sick Leave

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

1. Death of member of employee's immediate family when additional leave is required beyond that provided in Funeral Leave.

2. Accident involving employee's person or property or the person or property of a member of the immediate family.

3. Appearance in court or before an administrative tribunal as a litigant or party.

4. Illness giving rise to an emergency in the employee's immediate family requiring the employee's absence.

5. Immediate family, for the purpose of this provision, is defined as mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

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

H. Occupational Leave

Regular white collar employees with three or more years of continuous service who are absent from work due to a work-related illness or injury may be placed on occupational leave, is eligible for such leave based on the following terms and conditions; and any regular paraprofessional employee with three or more years of continuous service and every regular employee hired prior to December 19, 1979, who is absent from work due to a work-related illness or injury may be placed on occupational leave, if eligible for such leave, subject to the following terms and conditions:

1. The illness or injury must be compensable under the Worker's Compensation Program.

2. The District will pay to the employee the difference between his/her regular pay and any temporary disability compensation paid to the employee by the Worker's Compensation Program for a period not to exceed 60 days in any one fiscal year for the same accident.

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

3. Occupational leave shall commence on the first day of absence.

4. When occupational leave is exhausted, the employee shall be entitled to use sick leave, vacation leave, or other available leave.

   The employee may not use leave in any manner that would result in his/her receiving more than his/her normal

rate of pay.

5. Absence due to occupational leave shall not be considered interruption in service for the purpose of computation of benefits under this Agreement.

6. If an employee is medically unable to return to full duty after all available leave is exhausted, he/she shall be placed on leave without pay for a period of 39 months.

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

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

7. Occupational Leave is not cumulative from year to year.

I. <u>Pregnancy Leave</u>

1. A leave shall be granted to regular employees for a period of six weeks for a normal pregnancy. During this period of time employees may use accrued sick, vacation, or extended sick leave. The employee need not use the entire six weeks of leave.

2. In the event the pregnancy is abnormal, additional pregnancy leave may be granted for a period which is certified by the employee's physician, provided:

   a. She has an abnormal and involuntary complication of pregnancy, including but not limited to: puerperal infection, eclampsia, cesarean section delivery, ectopic pregnancy and toxemia.

3. All requests for pregnancy leave shall be submitted by the employee with an accompanying licensed physician's certification confirming the anticipated date of delivery.

4. Requests for additional leave resulting from complications after delivery shall require a licensed physician's certification as to disability, the fact

that the employee is unable to work, and the anticipated length of absence.

5. During the pregnancy leave, the District shall continue to provide benefits for health, dental, and life insurance.

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

7. During an abnormal pregnancy leave or postnatal disability leave, the employee shall submit a licensed physician's statement confirming the disability at least once every two weeks in order to be entitled to paid leave.

8. The District reserves the right of medical review for purposes of determining the employee's fitness to perform her duties.

J. Military and Peace Corps/VISTA Leave

1. The District shall abide by the provisions of the applicable State and Federal Laws with respect to leave for military service.

2. The District may grant leave of absence without pay for a maximum of two years for service in the Peace Corps or in VISTA.

K. Funeral Leave

1. In the event of a death in the immediate family of a regular employee, the employee shall, upon request, be granted time off with pay as is necessary to make arrangements for the funeral and attend same not to exceed three regularly scheduled work days, or a maximum of five work days if greater than 350 miles of travel is required.

   a. If travel greater than 350 miles is required for white collar employees or if out of state travel is required for paraprofessionals employees the employee shall provide proof of death such as obituary notice, a funeral notice; a death certificate; proof of the relationship; and proof of travel.

   b. Immediate family is defined as mother, father, grandmother, grandfather, or a grandchild of the

employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

2. A funeral leave not to exceed one day with pay may be granted to an employee to attend the funeral of other close relatives or in-laws. Established close relatives and in-laws are defined as uncle, aunt, first-cousin, nephew, niece, sister-in-law, and brother-in-law.

3. Time off without pay may be granted for attendance at the funeral of a distant relative or close friend.

L. Jury Duty

Regular employees shall be granted leave for jury duty, subject to the following terms and conditions:

1. The employee shall receive his/her regular salary less any juror's fees received.

   Court paid expenses, such as transportation, parking, meals, etc., may be retained by the employee.

2. The employee shall submit a certificate of jury service together with the juror fee check, personal check, or money order to the District's Classified Personnel Office.

3. Employees who are scheduled to report for jury duty two or more hours beyond the beginning of their normal work day shall report to work before reporting for jury duty. Employees released from jury duty two or more hours before the conclusion of their normal work day shall report to work for the remainder of the workday.

M. Court Appearances

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

1. Such leave shall be for a maximum of six workdays.

2. If additional time beyond the six days is required, the employee may request that such additional time be charged against his/her sick leave account as "Other

Absences Chargeable to Sick Leave."

3. An employee who wishes to attend a judicial proceeding as an interested party or as a volunteer witness may request leave without pay. Vacation time may be used for this purpose if the employee wishes.

N. Personal Leave

A maximum of five days of personal leave without loss of pay per fiscal year shall be granted to each permanent employee for use for personal reasons, subject to the following provisions:

1. Requests for use of personal leave shall be made at least three days in writing prior to the commencement of the leave. Exception to the three 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 employees may be absent for personal reasons on any given day.

O. Leave for Public Office

An employee elected or appointed to an elective office shall be granted leave without pay as needed for the duration of his/her term.

P. Leave of Absence Without Pay

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

1. Leave without pay for one day or less may be granted with prior authorization which need not be in writing. Upon return, the absence shall be reported on the appropriate District form.

2. Leave without pay for 60 working days or less may be granted with prior written authorization without loss of position or continuity of employment. For white collar employees, such leave may be granted for 90 working days or less to employees with five or more years of District service.

3. Paraprofessional and white collar employees' leave

without pay for more than 60 working days to a maximum of one calendar year may be granted with prior written authorization.

4. White collar and paraprofessional employees' leave without pay for more than 60 working days, may be granted with prior written authorization for one of the following reasons: education which will directly increase job effectiveness, family responsibility, or personal health. Such leave shall be without guarantee of return to the position left, and shall normally not be granted for more than one calendar year.

   a. An employee returning from such leave will have preferential rehire status with regard to new hires; but

   b. Such an employee will compete on equal terms for an open position with regard to persons already employed by the District.

   c. An employee not selected for an open position 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 reemployment rights or employment status.

5. Leave without pay is granted at the sole discretion of the District. Failure of the District to approve such leave shall not be subject to the grievance procedure specified in ARTICLE XXVI.

Q. Terms and Conditions for Leaves

1. The terms and conditions for leave shall be stated in the letter of leave approval, or on the appropriate District form.

2. The leave may be revoked immediately if an emergency is declared by the Board of Education or the Superintendent. In non-emergency situations, two weeks' notice will be given the employee. The employee may return before the two-week period if mutually agreed upon by the District and the employee.

3. During any leave of absence without pay, an employee must have been in paid status for at least one day during a particular calendar month in order to receive District contributions to insurance plans for that month.

4. Leave without pay is granted at the discretion of the Board of Education. Leave without pay exceeding one calendar year may be granted at the sole discretion of the Board of Education.

5. Employees do not accrue sick leave or vacation credits during unpaid leave.

6. All vacation due an employee before taking leave of more than 30 days shall be paid to the employee or used before the start of the leave.

7. Employees on regular sick leave, vacation leave, or other fully paid leave continue to accumulate sick leave and vacation leave. But sick leave and vacation leave which are accumulated while an employee is on sick leave or vacation leave may not be used until the employee returns to work from leave.

R. Benefits Upon Return From Leave

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

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

S. Move to Certificated Service

a. Any employee who moves from the classified service to the certificated service shall be deemed to be on leave without pay from the classified service for a period of 39 months.

b. A classified employee who qualifies for certification may be granted a temporary leave of absence for substitute or other temporary certificated service to meet the immediate needs of the District. Such leave shall be limited to a total of fifteen days per calendar month, and shall be without loss of health, dental, disability, and life insurance benefits. Such leave shall be granted and terminated at the sole discretion of the District. An employee granted such leave shall have the right to return to his/her original position.

Such leave shall be granted and terminated at the sole discretion of the District. Any request shall not be

unreasonably denied. An employee granted such leave shall have the right to return to his/her original position.

Classified Employees will request a substitute for their permanent position every time this leave is requested. Notification of site administrator by the employee will be required.

T. Absence

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

1. The employee shall inform the site administrator of the reason for the anticipated absence and the expected time of return.

2. Employees who are unable to inform their site administrators in advance shall do so as soon as reasonably possible.

3. In the event of the unavailability of the site administrator, the employee shall first call the work site and leave a message for the site administrator and the Classified Personnel Office whenever a substitute is required. Paraprofessionals are required to call the Classified Substitute Office.

4. If proper notice is not given, the employee shall not be paid for that period of absence.

U. Administrative Leave

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

1. Such leave must be confirmed in writing to the employee not later than two working days after the leave is effective. The notice must include the specific reason and the estimated duration of the leave.

2. OSEA/790 shall be informed of all administrative leaves in writing.

3. Upon conclusion of such leave, if no decision has been reached, the leave may be extended by the District upon written notice to the employee as specified in paragraph 1. above.

4. Nothing in this section shall be construed as preventing the District from taking disciplinary action against the employee for just cause.

5. Paid Administrative Leave is contingent on the employee being able and available to work.

V. Family Care and Medical Leave

It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

1. An employee with more than one (1) year of continuous service with the District, who has worked at least 1,000 hours during said year (or at least 1,000 hours in the previous 12 months) and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total of four (4) months in any twenty-four (24) month period, of twelve (12) weeks per year, pursuant to the provisions contained herein.

   For purposes of this section the term "family care and medical leave" means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child of the employee, or the serious illness of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of a serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

2. An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority that when the leave commenced.

3. If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall

provide the District with at least thirty (30) days advance notice; for unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

4. The District requires that an employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition. For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certification must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

   For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

   If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

5. In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child or parent, obtain the opinion of a second health care provider. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second health care provider differ, the District may require a third opinion, again at the District's expense, from a health care provider

mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

6. Definitions

   a. For purposes of this section and consistent with current law, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or an adult dependent child.

   b. For purposes of this section and consistent with current law, the term, "parent" means biological, foster, in-law,or adoptive parent, a stepparent or a legal guardian.

7. If an employee applies for a family care and medical leave, the employee can elect the substitution of paid vacation or other paid leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of such paid leave. Any leave authorized under pregnancy disability leave shall not run concurrently with leave authorized under these provisions.

8. An employee granted a leave under this provision shall have a right to reinstatement to his/her former classification if such classification still exists, which the person held immediately before commencement of a leave; with equivalent benefits, pay, and other working conditions provided by this Agreement. If the former classification no longer exists, he/she shall be placed in a lower or lateral classification in which he/she had previously served and in which he/she holds greater seniority than other incumbents in said class.

9. An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate in District health insurance benefits, if eligible and if enrolled, to the same extent and under the same conditions as apply to other eligible, enrolled active employees receiving said benefits. The District will recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

   a. The employee does not return to District service for a number of days equal to the duration of the

family care and medical leave.

b. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

10. Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of a least one (1) day for recurring medical treatment certified by a health care provider.

11. This policy shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3201) of Division 4 of the Labor Code (Workers Compensation).

W. Maternity, Paternity and Adoption Leave

1. Maternity Leave: A regular employee may request an unpaid leave prior to and following pregnancy leave to a maximum period of one year.

2. Paternity or Adoption Leave: A regular employee whose spouse is pregnant, or an employee who is adopting a child, may request a leave without pay for a period of a maximum of one year.

3. Any leave authorized under provisions of this section will run concurrently with any leave authorized under provision of Family Care and Medical Leave.

X. Non District Related Union Business

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

ARTICLE 6 - HEALTH AND WELFARE BENEFITS

1. District agrees to maintain current level of benefits and continue to pay all premium increases that occur for the duration of the Agreement. District to also provide reduced levels of Kaiser coverage with monthly premium savings to be given to those employees opting for reduced benefit levels.

Parties will also continue to review costs of Vision Plan.

District will provide descriptions of all health and welfare benefit coverages to each employee.

2. 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.

A. Health and Dental Insurance

The District agrees to provide health and dental insurance to all employees covered by this Agreement, subject to the following terms and conditions:

1. The employee must enroll for health and dental coverage within 30 days of hire. (Thereafter, he/she may only enroll during open enrollment during the month of September.)

2. The District's contribution to health insurance shall be as follows:

Percentage of Full-Time Employment	District Contribution to Premium
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.

3. 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. All persons hired after December 8, 1977 shall have a six calendar month in regular paid status waiting period before being eligible for District funded health and dental insurance benefits.

1. During the six month waiting period an employee will be assisted in purchasing private medical coverage.

4. All new employees shall have a six calendar month in regular paid status waiting period before being eligible for District funded health and dental insurance benefits.

1. During the six month waiting period an employee will be assisted in purchasing private medical coverage.

2. 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 cost for individual coverage under the Kaiser 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 Article 6.

5. It is agreed that the plan document for medical and dental benefits is incorporated in this Agreement as if set forth in full.

6. 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".

7. If a National Health Plan is passed by the Congress during the term of this Agreement which provides for employer contributions, such contributions shall not exceed the dollar allotment provided for in this Agreement.

B. Life Insurance

Life Insurance for all represented employees shall be $10,000.

C. Long-Term Disability Insurance - White Collar Employees

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.

   a. 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 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.

D. Long-Term Disability Insurance - Paraprofessional Employees

The District agrees to provide long-term disability 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 sick 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 19, 1979 must be in regular paid status for six calendar months before they shall be covered by the District's long-term disability insurance program.

4. Long-term disability benefits are available to any eligible employee who is 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.

E. Unemployment Compensation Disability Benefits (SB 3112) Paraprofessional Employees

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

F. COBRA - Paraprofessional Employees

The District recognizes its legal obligation under the COBRA legislation and will issue an immediate directive to implement the statutory requirements of COBRA.

G. Liability Insurance

The District shall cover all employees with liability insurance when they are working to protect against all claims against individuals.

ARTICLE 7 - RETIREMENT AND ANNUITY PLANS

A. Public Employees Retirement System (PERS)

The District contracts with the Public Employees Retirement System (PERS) to provide retirement benefits to eligible employees covered by this Agreement.

1. The District agrees to maintain its contract with PERS for the duration of this Agreement.

2. The eligibility, vesting rights, and types of benefits are governed by law and not this Agreement.

B. Annuity Program - White Collar Unit

The District agrees to continue its contribution to the

Annuity Program for employees who were hired before February 22, 1984. The contribution rate shall be an amount equal to eight percent (8%) of the employee's base salary through June 30, 1991. Effective July 1, 1991, the contribution rate shall be seven and one-half percent (7.5%); effective July 1, 1992, and thereafter, the contribution rate shall be seven percent (7%).

1. The employee's money in this plan shall become available to the employee upon termination of his/her employment or upon permanent disability.

2. A 3-year period of employment is required for employees hired after March 31, 1978 as a vesting period for eligibility to receive funds from this program. Any employee who works for less than 3 years shall not be eligible to receive funds under this program.

3. This trust agreement presently in effect with regard to annuity funds is incorporated into this Agreement by reference.

C. Annuity Program - Paraprofessional Unit

1. The District agrees to continue its contributions to the Annuity program for employees covered by this Agreement at the rate of an amount equal to eight percent (8%) of the employee's base salary through June 30, 1991. Effective July 1, 1991, the contribution rate shall be seven and one-half percent (7.5%); effective July 1, 1992, and thereafter, the contribution rate shall be seven percent (7%).

2. The Tax-Sheltered Annuity shall remain intact and continue for all current members in the bargaining unit. A three year period of employment shall be required for all employees hired into the unit after February 1, 1982, in order to be eligible to participate in the annuity program. During said three (3) 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. 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.

4. This trust agreement presently in effect with regard to annuity funds is incorporated into this Agreement by reference.

5. The District agrees to maintain the Board of Trustees for the Paraprofessional (K-12) bargaining unit for the life of this Agreement. This Board of Trustees shall be composed of five members, three appointed by OSEA/SEIU 790 and two appointed by the District.

D. Retirement and Annuity Plans

Employees working four hours or less per day shall be given the option of participating in the Public Agency Retirement System (PARS) instead of Social Security, with savings in contribution (1.75%) to be given to the employee exercising such option.

For all employees covered by this agreement, who are hired at four or more hours per day. The District agrees to provide a contribution of 7% of base salary to a tax-exempt annuity. A three-year phase in period will be implemented over the next 3 years. 2% for 1999, 2.5% for 2000 and 2.5% for 2001.

A 5-year vesting period shall be required for all employees hired after February 22, 1984. Incumbent employees shall have time worked credited to their vesting period.

Money in this plan shall become available to a qualified employee upon termination of his/her employment or upon permanent disability.

The trust agreement presently in effect with regard to annuity funds is incorporated into this Agreement by reference.

ARTICLE 8 - POSTING

A summary of all available unit positions in the District with a salary range at the Intermediate Clerk-Typist level position and above and all School Security Officer positions which are for five or more hours per day shall be posted. The posting shall be for a minimum of five workdays, during which time only members of the classified personnel service then employed by the District and the disabled may apply.

A. Each site administrator shall ensure that the vacancy is posted at the various sites for five workdays.

B. The summary of available classified positions shall list the classification, title, location, salary range, and work hours, if beyond the normal workday. No position shall be filled without proper posting.

C. All positions for this unit will contain the phrase "Agency Shop Position".

D. If an applicant is not selected, the vacancy may then be posted for anyone to apply.

E. For the disabled applying for all positions covered by this Agreement, the "minimum experience" qualification shall be waived if all other job requirements are met.

F. A newly-hired employee may not apply for a vacancy for a period of one (1) year. Unit members seeking lateral positions (from one position to another in the same job classification) may not apply for a new position for a period of one (1) school year or the remainder thereof.

G. Paraprofessional Employees - No posting shall occur during winter or spring recess, except when immediate District needs, as determined by the District, require posting during these periods.

H. Paraprofessional Employees - Initial postings for all six-hour positions shall be restricted to unit members. If the District determines that no unit member applicant is qualified, or if no unit member applies, the District may repost with no restrictions.

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

1. All positions in the unit shall be posted;
2. Postings will list site(s), hours, days, and salary range, and other appropriate information;
3. Employment will be contingent upon enrollment;
4. Individual employees may not work three summers in a row. This rule shall not apply (a) if there are more positions than applications for the positions being filled, or (b) for attendance clerks at the secondary level.
5. The employee shall be officially informed of his/her employment through the Classified Personnel Office.

ARTICLE 9 - NON-DISCRIMINATION

A. The District shall not discriminate against, sexually harass, or harass any unit member on the basis of age, creed, sex, race, ethnic background, marital or veteran status, national origin, disability, sexual orientation, religion, or membership in OSEA or participation in its activities. The District shall comply with Federal and State Laws in respect to administering this Agreement regarding an employee with AIDS or AIDS-related condition.

B. Definitions

1. "Harassment" is defined as deliberate and unwelcome visual, verbal, or physical conduct which has the purpose of the effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive work environment.

2. "Sexual Harassment" is defined as the basing of an employment decision, including promotion or retention, on whether a unit member accepts or does not accept sexual advances.

ARTICLE 10 - PERSONNEL SELECTION

Employment, assignment, and promotion are the sole right of the District. In the event of a vacancy, the most qualified applicant shall be selected. If the top applicants are substantially equal in qualifications:

A. The District's Non-Discrimination Policies shall be given priority; otherwise,

B. Seniority shall be the deciding factor.

C. For the disabled applying for all positions covered by this Agreement, the "minimum experience" qualification shall be waived if all other requirements are met.

D. The Personnel Office shall notify all unit members not selected for the position in writing within 10 working days.

E. If no unit member is selected, the written reason for such non-selection shall be available to OSEA/SEIU 790 within 10 days after receiving a written request from OSEA/SEIU 790.

F. Upon written request of the applicant, the District will provide pertinent information about his or her non-selection within 15 days of such request.

ARTICLE 11 - APPOINTMENT

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

A. Prior to beginning their employment, the employee shall be informed in writing of the date of employment.

B. In the event that an employee is notified that he/she has been employed by the District, and the employment is not approved by the Board of Education, the employee shall be entitled to 90 calendar days notice of termination, or pay in lieu thereof, except when employment is denied due to provisions in Education Code 44836, employment of persons convicted of sex offenses or narcotics offenses, Education Code 44837, employment of sexual psychopath, and/or because it is determined that a fraudulent application had been filed.

ARTICLE 12 - DUAL UNIT EMPLOYMENT

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

ARTICLE 13 - CLASSIFICATIONS

A. All employees covered by this Agreement work in particular classifications. Their duties and responsibilities are set forth in job descriptions maintained by the District which are available to employees upon request.

B. Employees shall not be required to perform duties on a regular basis which are not fixed and prescribed for their classifications.

C. The union shall have the right to meet and confer with the District upon request with regard to changes in job descriptions that impact upon wages, hours, and working conditions.

D. Individual Reclassification
   1. A unit member or the District may submit a request to the District Reclassification Committee for the purpose of reclassifying one classification (position) to another classification (position) within the bargaining unit.
   2. Consideration for reclassification will be based on

significant, ongoing, permanent changes in the scope, complexity and/or level of responsibility of the employee's current classification.

3. Reclassification requests must be submitted between January 1 and February 28th in accordance with the Reclassification Committee's procedures. A date stamped copy of the unit member's request shall be provided to the unit member and the union. Any reclassification that is ultimately granted shall be contingent upon, and effective from the date funding for reclassification is secured by the site administrator.
4. Decisions of the Reclassification Committee are final and are not subject to the provisions of the Grievance and Arbitration Procedure listed herein.

ARTICLE 14 - TESTING

A. If the District intends to administer a bona fide occupational requirement-related test for any classification for which the District does not now test, it first must notify OSEA/SEIU L.790 and provide an opportunity to meet and confer prior to administration of the testing. Tests to determine qualifications or eligibility shall only be administered by the Human Resources Division. Tests will not be administered by site administrators or department heads. The District shall not administer tests which do not represent a bona fide occupational requirement.

B. Administrative Secretary and Executive Secretary are not required to have shorthand capability, new tests may require computer literacy.

ARTICLE 15 - NEW TECHNOLOGY

A. "New technology" is the introduction of automated machinery which causes the direct elimination of work or alters work by requiring a higher level of skill.

B. A unit member whose work is altered by new technology to require a higher level of skill shall be given on-the-job training provided that such an employee has demonstrated the necessary basic knowledge and skills.

C. A unit member whose job is eliminated by new technology may be laid-off, reassigned, or transferred.

D. Nothing in this article shall cause productivity to be limited, increase the time required to do any work, or restrict the District's use of new technology.

E. The District agrees to notify the Union prior to its implementing any electronic equipment distinguished as "voice recognition" on a District-wide basis.

ARTICLE 16 - PROMOTION

A. An employee selected for a position shall be promoted and/or transferred within 15 workdays after the selected employee has been given official notice by the Classified Personnel Office. If the employee has not been promoted and/or transferred by the 15th workday, the employee shall report to his/her new assignment on the 16th workday. A substitute shall be placed in the position vacated by the promotee until a qualified replacement is appointed.

B. No new probationary period shall be served after promotion of an employee to any other classification or location covered by this Agreement.

C. A unit member who serves as a substitute or temporary employee in another classification for 195 days during a fiscal year shall gain regular status in that classification on the 196th day.

All vacant promotional positions shall be posted and filled within 60 calendar days. Vacancies due to long-term leave shall be filled pursuant to Article 3. G. Long-term vacancies on an Adjustment Pay basis shall be awarded to the most senior qualified employee.

D. When there are qualified internal applicants for an existing promotional position, a qualified internal applicant shall be chosen for the position.

ARTICLE 17 - ABSENCE OF TEACHER - PARAPROFESSIONAL EMPLOYEES

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

A. Unit members shall not be required to serve in the place of an absent teacher whose place would normally be filled by a certificated substitute teacher.

B. In an emergency situation, a unit member may be required to assume the supervision of a class, provided a certificated employee has been specifically designated to assume responsibility for the class. Such temporary supervision by a unit member normally shall not exceed one hour. When such instances occur the employee will be paid at the rate of time and one half.

C. In a non-emergency situation, a unit member may be required to assume the supervision of a class if the teacher is temporarily absent from the classroom. If the teacher's absence exceeds 30 minutes, the unit member shall notify the site manager, who shall immediately provide appropriate direct supervision of the class.

ARTICLE 18 - TRANSFER

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

A. Definition:

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

B. Voluntary Transfer:

A voluntary transfer is a transfer initiated by the request of the employee. An employee wishing to transfer from one work site or department to another shall apply for such transfer in writing to the Classified Personnel Office.

The Classified Personnel Office shall maintain a file of employee requests for voluntary transfer to a like position, and such file shall be made available on request to department heads and site managers, and OSEA representatives.

C. Involuntary Transfer:

An involuntary transfer is a change in department or work site requested by the employee's department head, or site manager when he/she deems such a change to be necessary for the benefit of a department, school, or program; for the protection or morale of other employees; or for other reasons related to the legitimate needs of the District. In a non-emergency situation, before any request for an involuntary transfer is acted upon, the employee must be notified in writing by the department head or site manager that an involuntary transfer is being recommended and the reasons therefore, and no such transfer shall be made without five work days' notice. The Assistant Superintendent, Human Resources or designee, shall approve in writing, all non-emergency requests.

D. District-Initiated Transfer

A District-initiated transfer shall not be arbitrary and/or capricious.

ARTICLE 19 - LAYOFF

A. Definitions

1. Layoff is defined as the termination or reduction of an employee's regular work assignment, or re-assignment to a lower classification or lower rate of pay, due to lack of work or lack of funds.

2. Seniority is defined as hours worked in paid status by probationary or permanent employees, whether during the school year, holiday, recess or any period during which a school is in session. Over-time hours are not counted. Seniority is accumulated in any classification in which the 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. (Prior to 1971, seniority was accumulated by days worked in paid status; after 1971, seniority was accumulated by hours worked in paid status.) Employees who move to a lower classification retain their seniority in their former (higher) classification.

3. Displacement ("Bumping") Rights are rights of an employee facing layoff to displace another employee with less seniority in any classification in which the affected employee holds seniority.

4. Reassignment is a change in physical location within the same classification not involving a change in months, days or hours of work, but caused by a lack of work or lack of funds.

B. Procedure

1. Layoffs occur in reverse order of seniority by classification. Any employee subject to layoff has the right to replace the least senior person in any classification in which the employee has seniority, who is working the same number of months, days and hours. However, the employee also has the right to replace an employee working fewer months, days and hours, but must replace the least senior person in that category. Any employee subject to layoff has the right to 30 days' notice.

2. In any case in which a volunteer, rather than the least senior employee, could be laid off, the District shall seek volunteers by posting the assignment for 15 work-days, provided that such posting may be done during the 30-day notice period. If no volunteers seek the assignment, the layoff shall stand. Whenever a reassignment is necessary, the District shall follow the same procedure as it does for layoffs.

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

C. Re-employment Rights

1. Employees who have been laid off shall have the right to re-employment in any vacant position in any classification in which they have seniority for a period of 39 months. Employees who have been laid off by virtue of a reduced work assignment shall have reemployment rights for an additional 24 months (for a total of 63 months). In the event of competing claims to any position, the employee with the greatest seniority shall prevail. Any employee who has been laid off shall have preferential rehire rights to any position for which he or she is qualified, regardless of whether or not the employee has seniority in the classification. Any employee who retires in lieu of layoff shall retain re-employment rights for a period of 39 months.

2. If an employee who has been laid off by virtue of a reduced work assignment returns to a position with more months, days and/or hours by exercising his/her re-employment rights, the resulting vacancy shall be subject to claims of re-employment by other laid off employees.

3. An employee who is offered re-employment with the District shall have three workdays to accept or reject the offer. If the offer is to the same position as that from which the employee was laid off, then rejection of the offer will mean that the employee will only be eligible for re-employment after all other laid off employees have been offered re-employment. If the offer is not to the same position, then rejection of the offer will have no effect upon the affected employee's reemployment rights. The employee shall have at least two weeks to report for duty. If the employee is unable to accept the offer for medical or

other disabling reasons, rejection will have no effect upon re-employment status.

D. Reclassification

1. The reclassification of a position which results in the employee in the position no longer being qualified for continued employment constitutes a layoff.

2. Nothing contained herein shall prevent the upward reclassification of a position occupied by an employee in the unit which results in the employee's remaining in that position.

E. Options and Alternatives with Regard to Layoff

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

F. Voluntary Demotion - White Collar

A voluntary demotion is a change, initiated at the request of the employee, to a reduced number of hours and/or to a previously assigned or held classification involving a lower rate of pay. An employee wishing a voluntary demotion shall request such demotion in writing to Classified Personnel.

G. Effects of Layoff - White Collar

The District shall notify the Association two weeks in advance of its intended date for sending layoff notices to affected employees.

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

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

ARTICLE 20 - SENIORITY LIST

A. The District will maintain in the Classified Personnel Office a seniority list for review by employees in the units. If explanation is needed by the employee, an appointment will be scheduled at a mutually acceptable time but no later than two work days after the request.

B. Review of the seniority list will not take place during the employee's work time except pursuant to the grievance procedure. All information available to the District will be made available to employees immediately. The seniority list will be prepared on a quarterly basis. It will be available both on an alphabetical basis and on a time in classification basis. (White Collar only.)

ARTICLE 21 - RETURN TO THE DISTRICT

An employee who leaves the employment of the District and then returns to the same classification within a period of one year shall be placed on the salary range and step that the employee held at the time of leaving the District.

ARTICLE 22 - PERFORMANCE EVALUATIONS

A. Deficiency Notice - Written notice shall be given to a permanent employee whose work performance is Unsatisfactory. A reasonable period of remediation shall be granted before a performance evaluation is given.

B. A performance evaluation is an assessment of the employee's job-related performance. 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 once every three months.

2. After the probationary period, performance evaluations are normally to be completed once a year, but may be done more often when appropriate. Performance evaluations for ten-month employees shall be completed on or before June 1 of each year.

3. All performance evaluations must be discussed with the employee before they are put into the employee's file.

4. Areas of strength shall be noted on the performance evaluation in a specific manner.

5. Areas of weakness and where improvement is needed shall be noted in writing on the performance evaluation and/or attachments detailing items of concern.

6. The employee must be informed, in writing, of his/ her right to respond to parts of the performance evaluation with which the employee does not agree.

7. 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 Personnel Department. The evaluation form will then be included in the employee's personnel file.

8. Performance evaluations must be prepared on a standard District form for all similarly situated employees in the unit.

9. An employee has the right to have a letter of rebuttal attached to a performance evaluation. The employee shall have ten (10) days from the date of receipt of the evaluation in which to submit a rebuttal letter to the Classified Personnel Office. The employee may make a written request to the Classified Personnel Office for an additional ten (10) days. If the request is received prior to the expiration of the original ten (10) day period, the request shall be granted.

10. An employee in the unit whose responsibilities include directing the work of other employees in the unit shall not evaluate said employees.

C. If a performance deficiency is noted on a performance evaluation, or otherwise brought to the employee's attention, it shall be in a specific enough manner to give an employee clear notice of the problem. The evaluator shall offer suggestions for improvement, in writing; and the employee will then be given a reasonable opportunity to correct the problem before any further action is taken against him/her.

1. When a deficiency is satisfactorily corrected, the employee shall be so informed, in writing. It shall be presumed that the employee's performance continues to be satisfactory, unless the employee has been otherwise notified in writing of less than satisfactory performance and/or a need to improve.

2. Evaluations shall not be solely based upon hearsay information, but shall be based upon the direct knowledge of the evaluator(s), and shall have a supportable basis.

3. Unless otherwise agreed by the parties, the proper remedy, if the procedures outlined above have not been properly followed shall be the removal of the

performance evaluation from the employee's file and/or its destruction. In such cases, a new evaluation may be made.

ARTICLE 23 - PERSONNEL RECORDS

A. Personnel records of employees are to be maintained only in the office designated by the Coordinator of Classified Personnel.

B. Materials in personnel records of employees which may serve as a basis for affecting the status of their employment are to be made available for inspection of the employee involved. Such material is not to include ratings, reports, or records which:

1. were obtained prior to the employment of the unit member; and

2. were obtained in connection with a promotional examination.

C. Every employee shall have the right to inspect such materials on request, provided that the request is made at a time when he/she is not actually required to render service to the District.

D. Personnel records of unit members may include information related to:

1. Application of employment;
2. References;
3. Pay and benefits;
4. Training;
5. Education;
6. Honors and awards;
7. Duties and job classifications;
8. Tests;
9. Statements;
10. Performance evaluations;
11. Corrective, released, and dismissal actions.
12. Letters;
13. Attendance; and
14. Other relevant or necessary information.

E. Anonymous materials shall not be filed.

F. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the unit member

shall be released from duty for this purpose without salary deduction.

1. In such cases, the unit member may request administrative review by at least one level of authority above that originating the comment.

2. In such cases, the unit member shall have the right to enter, and have attached to the derogatory information, his/her own comments.

3. In such cases, after two years, the unit member may request in writing to the Coordinator of Classified Personnel the removal of any derogatory material, other than performance evaluations, from his/her personnel record, provided that there has been no further disciplinary and/or corrective action taken similar to the original incident. The Coordinator of Classified Personnel or designee shall review the personnel record and shall notify, in writing, the unit member of the results of such review.

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

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

ARTICLE 24 - CHANGE OF ADDRESS

A. All employees in the unit are obligated to keep the District informed of any change in their permanent residency.

B. Paraprofessional Employees - Written notification of a change of address must be communicated by the employee to the Classified Personnel Office within 10 days of any change.

ARTICLE 25 - PROBATIONARY PERIOD

A. Employees shall serve a probationary period during which time their work performance and general suitability shall be carefully evaluated.

1. The probationary period shall be six months of continuous working status.

2. The site Administrator or designee shall conduct written performance evaluations of each probationary

employee at least two times during a full probationary period. These evaluations shall take place:

a. near the mid-point of the probationary period; and

b. not later than six working days prior to the completion of the probationary period.

3. An employee who satisfactorily completes the probationary period shall be informed, in writing, of the attainment of regular employee status.

B. Release During Probationary Period: If at any time during the probationary period, the employee's performance or general suitability are found to be unsatisfactory, the employee shall be released subject to:

1. Upon request, the employee shall have the right to a conference with the Director of Personnel or his/her designee for the purpose of discussing and/or appealing the basis of the dismissal.

2. A probationary employee shall not use the grievance procedure to challenge his/her discharge.

3. Except in an emergency situation, a probationary employee shall have the right to be informed, in writing, at least five work days prior to his/her release, of the specific reason for said action.

ARTICLE 26 - DISCIPLINARY PROCEDURES FOR PERMANENT EMPLOYEES

NOTE: The modifications of this article incorporated to provide for binding arbitration of disciplinary appeals will not apply to disciplinary actions issued prior to 7/1/04.

A. APPLICABLE PROCEDURES

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

B. JUST CAUSE

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

C. PROGRESSIVE DISCIPLINE

1. The parties recognize that disciplinary actions shall be progressive in nature if they are tc correct the conduct of a unit member. The District agrees to follow a course of progressive discipline. It is understood, however, that progressive discipline does not follow any specific sequence of disciplinary actions, and that major offenses will be cause for severe disciplinary actions.

2. In taking disciplinary action, the District shall give due regard to the principle that like penalties should be imposed for like offenses, but it is understood as well that equality of treatment does not require uniformity of penalties. However, in taking disciplinary actions, the District will give due consideration to the evidence of mitigating or aggravating circumstances, the frequency and severity of the offense and any other factors or circumstances bearing upon the incidents or acts involved.

3. Except in an emergency situation, as described in Section F of this article, no disciplinary action involving suspension, demotion or discharge shall be taken against an employee unless he/she has been informed in writing and in advance of the nature of the deficiency and the method or methods of correction, and has been afforded a reasonable opportunity, including a reasonable amount of time to correct the deficiency.

D. NOTICE OF PROPOSED DISCIPLINARY ACTION, OPPORTUNITY TO REPLY, WRITTEN DECISION AND OPPORTUNITY TO REQUEST BINDING ARBITRATION

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

   a. The disciplinary action proposed to be taken;

b. A concise statement of the specific acts or omissions upon which the disciplinary action is based;

c. A statement of the cause for the disciplinary action and/or the District rule or rules which have been violated;

d. Effective date of any disciplinary action subject to Board action will be the date the Board makes final ruling on the matter.

e. A card, the signing and filing of which, shall constitute a demand for an opportunity to reply orally and/or in writing within the ten (10) work day period from the receipt of this notice (On the card the unit member may also admit the charges but challenge the severity of the penalty); and

f. A statement of the unit member's right to:

1. Reply orally and/or in writing (at the employee's choice) to the charges to a designated representative of the District within ten (10) work days following receipt of the notice;

2. Be represented by the union; and

3. Review those portions of all written documents which contain information or evidence relied upon by the District as a basis for the disciplinary action.

2. The unit member will receive a written decision, with a copy to the union, from the designated representative of the District after considering any oral and/or written reply of the unit member. If the decision of the District's designated representative is to sustain a disciplinary action, the representative's written decision shall advise the unit member of the effective date of the disciplinary action.

Within fifteen (15) days of receipt of the written decision the union shall notify the Superintendent in writing, with a copy to the Director of Labor Relations, if it intends to appeal the disciplinary

action to a neutral arbitrator to be selected from a list of arbitrators pursuant to the provisions of the "Grievance Arbitration and Appeal Procedure for Disciplinary Actions".

3. Mediation:

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

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

E. GENERAL PROVISIONS

1. Disciplinary action against a ten (10) month employee shall not be initiated during summer break. Any hearing shall be held on the employee's work day.

2. The union shall be notified in writing that disciplinary action involving a specific unit employee has been initiated by the District.

F. EMERGENCY DISCIPLINARY ACTIONS

1. A unit member may be removed from the work site and the District's premises when there is an emergency. An emergency shall be deemed to exist when:

   a. The District determines that a unit member's continued presence would jeopardize the safety or welfare of students, employees, other persons or school property, or,

b. The District determines that a unit member's continued presence would seriously disrupt the normal operation and activities of the work site.

2. A unit member removed from a work site due to an emergency shall be placed on Administrative Leave with Pay for a reasonable amount of time pending an investigation by the District. In no event, however, will an employee be removed from paid status until the District has concluded its investigation.

3. The District may propose a disciplinary action against a unit member on "emergency" Administrative Leave with Pay at any time. If the District proposes such disciplinary action, the District shall follow the procedures outlined in paragraph D above, except that:

   a. The unit member will only be provided five (5) working days following receipt of notice of the proposed disciplinary action to present an oral and/or written reply;

   b. The date the disciplinary action will become effective shall normally be a maximum of ten (10) working days after receipt of the notice of proposed disciplinary action; and

   c. If the unit member appeals the disciplinary action, a hearing shall take place within 30 calendar days, if possible.

4. In deciding whether to remove an employee from a work site due to an emergency, the District shall proceed in good faith and shall not act arbitrarily or capriciously.

5. Whenever possible, the employee shall be given the opportunity to explain the conduct in question before being removed from the work site.

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

ARTICLE 27 - GRIEVANCE PROCEDURE

A. The purpose of this article is to provide a prompt and orderly method for the processing and disposition of

grievances which may arise during the life of this agreement.

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

C. A grievance is defined as a written complaint by a unit member, or the union, that the District has violated, misinterpreted or misapplied a term or condition of this agreement.

D. When it is alleged that a term or condition of this agreement has been violated, misinterpreted or misapplied, the procedure outlined below shall be applied.

E. All grievances, as defined above, must be filed within twenty (20) calendar days after the act, occurrence, event or circumstance alleged to constitute the grievance, or within twenty (20) calendar days after the unit member learned, or should have learned, of the act, occurrence, event or circumstances alleged to constitute the grievance.

F. The parties agree to develop a grievance form which will be recognized as the form to be used for formal grievances under this grievance procedure.

G. All grievances submitted under this article should contain:

1. a concise statement of the grievance including the specific acts, conduct or condition alleged to constitute the grievance;

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

3. a specific statement of the adverse effect on the unit member or union created by the condition complained of; and

4. a specific statement of the remedy sought by the unit member or union.

H. All grievances will commence at Step One unless the grievance arises from the action of an authority higher than the unit member's immediate supervisor, in which case the grievance may be filed at the appropriate step of the grievance procedure.

I. The time limits specified in this article may be extended by mutual agreement of the parties to this agreement.

J. The initial grievance may be amended by the grievant at any time prior to the Step Two meeting, if one is held, or prior to the receipt of the Step Two answer if no meeting is held. The grievance may not be amended thereafter and no new issues may be raised after the Step Two meeting is held or Step Two answer received, if no meeting is held.

K. The time limitations set forth in this article are of the essence of this agreement. No grievance will be accepted by the District unless it is submitted or appealed within the time limits set forth in this agreement. If the union or the grievant fails to meet any of the time limits set forth in this article, the grievance shall be treated as withdrawn. If the District fails to meet any of the time limits set forth in this Article, the union or the grievant has the right to advance the grievance to the next step of the grievance procedure up to Step Two for the grievant and up to Arbitration for the union.

L. As used in this article, "days" means calendar days and if the day an action must be completed under this article falls on a non-work day of the grievant or District, the due date shall be the next regularly scheduled work day of the employee if an individual grievance or of the District office if a union grievance.

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

N. <u>INFORMAL PROCEDURE</u>

1. The unit member shall first discuss a complaint with his/her immediate administrative supervisor.

2. Every effort shall be made by both the employee and the immediate administrative supervisor to resolve the complaint informally.

3. If the problem cannot be satisfactorily resolved after the initial conference, the unit member or the union may invoke the formal grievance procedure.

O. <u>FORMAL PROCEDURE</u>

1. <u>STEP ONE</u>

a. The written grievance shall be presented to the

unit member's immediate administrative supervisor by the employee and/or union representative. If the immediate administrative supervisor believes he/she did not take the action complained of or does not have the authority to resolve the complaint, he/she will forward the grievance to the appropriate District administrator for resolution and will notify the employee and union of such forwarding.

b. Either party may elect a Step One meeting. Such meeting shall be held within ten (10) days of receipt of the grievance. The meeting will normally take place at the employee's work site unless the parties mutually agree otherwise. Present at such meeting will be the grievant, his/her representative, the site manager or administrator and such other management representative the District may designate, providing such person(s) possess information necessary to resolve the grievance.

c. The immediate administrative supervisor's or administrator's (if the grievance is forwarded) written answer to the grievance will be provided within ten (10) days of the close of the Step One meeting. If no meeting is held, the site manager or administrator's written answer will be provided within ten (10) days of receipt of the grievance.

2. STEP TWO

a. If the immediate administrative supervisor or administrator's answer at Step One is unsatisfactory, the grievant, or his/her representative, may appeal the decision to the Superintendent or his/her designee within fifteen (15) days of receipt of the answer. Such appeal shall include a copy of the grievance, the supervisor's written response and a request for a meeting, if one is desired. If either party elects a meeting, it will be held within fifteen (15) days of receipt of the appeal to Step Two.

b. The meeting will normally take place at the employee's work site, unless the parties to this agreement mutually agree otherwise. Present at such meeting will be the grievant, his/her representative, the Superintendent or his/her designee and such other management official(s) as the District designates, providing such management

person(s) possess information necessary to resolve the grievance.

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

3. Arbitration

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

4. Mediation:

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

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

P. General Rules

1. The grievant may, at the informal or at Step One of the grievance procedure, be assisted or represented by an

individual selected by the grievant. A scheduled grievance meeting shall be rescheduled if the representative cannot be present.

2. The union shall be provided with a copy of the grievance upon receipt by the District if the union is not designated as the grievant's representative.

3. An employee who has filed a grievance shall be given reasonable periods of release time to process the grievance and its resolution.

4. District managers or supervisors shall not discourage the use of the grievance procedure by any employee, but shall attempt to resolve problems informally and at the lowest possible level.

Q. Expedited Arbitration Explanation

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

ARTICLE 28 - GRIEVANCE ARBITRATION AND APPEAL PROCEDURE FOR DISCIPLINARY ACTIONS

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

2. **GRIEVANCE ARBITRATION**

A. If the union is dissatisfied with a final decision rendered at Step Two of the grievance procedure, the union 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, or such notice may be hand delivered to the Superintendent's office provided the union obtains a receipt from that office at the time of such hand delivery.

B. Oral admonishments and written reprimands are not arbitrable.

3. **DISCIPLINARY APPEALS**

A. Disciplinary actions subject to appeal under this Article are suspension, demotion and discharge. The decision of the arbitrator is final.

B. In a disciplinary appeal, the unit member may not choose to represent himself/herself or be represented by an attorney hired by the employee.

4. **SELECTION OF THE ARBITRATOR**

a. The parties agree to meet within thirty (30) days of the execution of this agreement for the purpose of mutually selecting fifteen (15) arbitrators to serve on a panel to hear disputes put before them pursuant to this article. This list shall be included as an Attachment to this agreement. Once this panel is chosen, arbitrators will be selected in descending alphabetical order. Either party may strike permanently an arbitrator from the panel upon fifteen (15) days written notice to the other party, provided a mutually-agreed replacement has been selected.

5. **ARBITRATION AND APPEAL PROCEDURE, NON-DISCIPLINARY GRIEVANCE ARBITRATION**

A. Once an arbitrator has been selected, the representatives of the parties will communicate with the arbitrator and with each other to select a mutually agreeable date for the hearing. The invoking party will then forward to the arbitrator a copy of the official grievance file which shall contain the written grievance, the written answers to each step and the notice invoking arbitration. Either party desiring to submit a pre-hearing brief to the arbitrator shall notify the other party at least seven (7) calendar days prior to its submission. A party submitting such a brief will simultaneously serve the other party with a copy of the brief.

B. Copies of any and all documents provided the arbitrator at any stage of the arbitration proceeding shall be simultaneously provided to the other party.

C. Arbitration hearings will be held at the District Administration Building unless mutually agreed otherwise.

D. The parties agree that arbitration hearings are administrative in nature and are not court proceedings. The rules of evidence have only general applicability, but the arbitrator may exclude irrelevant, immaterial or unduly repetitious testimony. Except as specified herein, the arbitrator shall have the authority to determine the procedures to be followed at the hearing and shall explain such procedures to the parties at the outset of the hearing.

E. The parties may offer such relevant, material and non-repetitious evidence as they desire and shall procure 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.

F. Arbitration hearings shall normally be open hearings. Either party may request that the hearing be closed to persons having no interest in the dispute. Upon good cause shown, the arbitrator may close the hearing. Upon request by either party, the arbitrator may order the sequestration of witnesses from the hearing.

G. If mutually agreed, at least fifteen (15) 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 the arbitrator.

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

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

J. Either party may request that a verbatim transcript of the hearing be prepared by a qualified court reporter.

Copies of the transcript shall be provided to the parties and the arbitrator. The parties will share the cost of such transcription.

K. The grievant and all other unit members who are called as witnesses will be excused from duty without charge to leave or pay to participate in the arbitration.

L. Witnesses at arbitration hearings will be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting their testimony.

M. Witnesses at the hearing must testify in the presence of the grievant unless waived by the grievant. Either party shall have the right to cross-examine any witness.

N. The expenses of grievance arbitration, including the fees and expenses of the arbitrator, court reporter fees, if any and transcript fees, if any, shall be shared equally by the parties.

O. If a question of arbitrability is raised by the District, that question shall be the first order of business at the arbitration hearing. The arbitrator shall confer with the parties' representatives and shall hold hearings promptly on this issue and shall render a decision as soon as possible before proceeding to any other issue. If the grievance is found not to be arbitrable, no further proceedings shall take place.

P. The arbitrator shall have no authority to change, alter, modify, delete or add to the terms or provisions of this agreement.

Q. The arbitrator shall have no power to establish salary structures or salary rates, but has the power to interpret words or phrases in the agreement as related to salary structures and rates when necessary to resolve disputes.

R. 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.

S. The award of the arbitrator shall be based solely upon the evidence and arguments in the presence of the

parties, and upon the post hearing briefs, if any, of the parties.

T. 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.

U. The arbitrator shall have the authority to make all arbitrability and grievability determinations.

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

6. ARBITRATION OF DISCIPLINARY APPEALS

A. The expenses of arbitration of disciplinary appeals, including the fees and expenses of the arbitrator, court reporter fees, if any and transcript fees, if any, shall be shared equally by the parties.

B. The decision of the arbitrator shall be in writing and set forth the arbitrator's determination of the issue(s), findings of fact and conclusions. The decision of arbitrator is final.

ARTICLE 29 - STEWARDS

1. The Union shall have the right to appoint two chief stewards who shall have the right to reasonable periods of release time for the processing of informal and formal grievances or to represent unit members in conferences which may result in disciplinary action. The Union shall have the right to appoint up to a maximum of nine (9) area stewards. Each area steward shall be granted up to a maximum of five (5) hours per month each, for the purpose of representing unit members in the processing of informal and formal grievances. The President, two vice-presidents and the two chief stewards are granted reasonable time off with pay to attend union meetings/conferences.

2. The chief steward or any area steward who wishes to perform representational functions during duty hours must receive the consent of their immediate administrative supervisor before undertaking such activity.

3. The chief steward or any area steward shall provide information about the nature of the representational activity he/she intends to perform to that the activity may be verified. At a minimum, the chief steward or any area steward must explain to the immediate administrative supervisor where he/she is going, the purpose and nature of the visit and when he/she expects to return.

4. When the chief steward or any area steward enters a work area to perform representational activities, he/she must receive the consent of the supervisor/administrator in charge of the work area. The chief steward or any area steward shall inform the supervisor/administrator whom he/she wishes to confer with, the purpose of the visit and how long he/she expects the conferee to be away from his/her duties.

5. Workload requirements permitting, requests pursuant to this section will normally be granted. If a request is denied due to work requirement, the chief steward's, area steward's and/or employee's immediate administrative supervisor will explain the reason and will indicate to the steward when he/she expects it will be possible to grant the request.

6. Immediately upon returning to the worksite and prior to returning to duty, the chief steward or area steward shall inform his/her immediate administrative supervisor of his/her return.

7. Release time authorized under this section shall not be used as a matter of routine. It shall be the duty of all stewards to conserve and minimize the use of release time to the greatest extent practicable and to conduct necessary representational activities expeditiously and efficiently.

8. The union will provide the District with written notice of officially designated area stewards and the chief steward. The union will provide the District in writing with a list of additions or deletions to the list of stewards. Only those stewards on the list provided by the union will be recognized by the District as having authority to request release under this section.

9. No internal union business - including, but not limited to, solicitation of membership, solicitation or collection of dues, campaigning for union office, circulation of election petitions, or distribution of union literature shall be conducted during the duty hours of the stewards released under this section.

ARTICLE 30 - EMPLOYEE PROTECTION

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

A. If it is determined that precautions to ensure the safety of the employee require that he/she be removed from the site, he/she shall be assigned to a safe location within the District until circumstances warrant the return to the original assignment or to a new assignment.

B. In case of an accident on the job, the District shall make available the necessary accident reports and provide assistance in completing the form if requested.

C. An employee shall be allowed an opportunity to review the emergency or disaster plan which has been developed for the school or work location to which he/she is assigned if the employee so requests.

ARTICLE 31 - ORGANIZATIONAL SECURITY

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

1. Marcus Foster Foundation
2. United Way
3. American Cancer Society

All employees covered by these provisions will be informed by the District as to their obligations under this section of the contract.

B. Upon seven (7) days notice to the District from the Union that an employee described above has failed to maintain his/her membership in good standing or has failed to maintain his/her current charitable contribution payments to one of the charities designated above, the District shall notify

each such employee in writing, with a copy to the Union, that (1) he/she is in violation of the Contract between the District and the Union, and (2) failure to complete the payroll deduction authorization form within seven (7) days shall result in an automatic service fee payroll deduction.

C. The District shall furnish the Union on a monthly basis the names, classifications and work locations of all employees subject to this contract. Newly hired or separated employees will be so indicated in this report.

D. The District shall also furnish the Union verification of employee contributions transmitted to charitable organizations.

E. The District shall, within thirty (30) days of this agreement, provide the union with a list of those employees, both permanent and temporary, who are not currently paying either Union dues or agency fees.

F. Lists provided in accordance with this section shall be in a machine readable format to be mutually agreed to by the Union and the District.

G. The Union agrees to indemnify and hold the District harmless from any and all claims, demands, suits or other actions arising from this organizational security agreement.

H. The District agrees to maintain the Union rights to payroll deduction and maintenance of membership.

I. Pursuant to Education Code Section 45168, the employee may pay service fees directly to the Union in lieu of salary deduction.

J. The District shall allow new employees reasonable release time to attend union orientation workshop(s). The Labor-Management Relations Committee will establish a procedure.

ARTICLE 32 - DUES DEDUCTION

A. The District agrees to deduct from the salary payment of an employee an amount which has been designated by the union in a revocable written authorization by the employee for the purpose of paying the dues, COPE contribution, initiation fee, insurance fee or service fee of the employee to the Union. At the time of employment processing, the District shall advise the new employee of the OSEA/SEIU 790 membership or service fee requirement and provide a written authorization to deduct from the salary payment of the employee OSEA/SEIU 790 regular dues or a service fee equal to

the amount of OSEA/SEIU 790 regular dues.

B. Nine working days following payday, the District shall promptly pay over to the Union all sums withheld for membership or service fees. The District shall also provide with each payment a list and magnetic tape of employees paying membership dues and service fees. All such lists shall contain the employee's name, social security number, classification, work location/department, and the amount deducted. A list and magnetic tape of all employees in represented classes shall be provided to the union at least quarterly. All such lists shall contain the employee's name, social security number, classification, work location/department, and address. Newly hired or separated employees will be so indicated in this report.

C. The District shall not be liable and OSEA/790 shall indemnify the District for any claims made against the District arising from its check off of OSEA/SEIU 790 dues.

ARTICLE 33 - UNEMPLOYMENT COMPENSATION DISABILITY BENEFITS

Pursuant to SB 311, temporarily disabled 10-month employees shall be eligible for disability benefits during the summer. The continued providing of these benefits shall be subject to the District's receiving cost reimbursement under state-mandated cost reimbursement. The District agrees to submit all necessary and appropriate information and forms to obtain reimbursement from the State on a timely basis.

ARTICLE 34 - IN-SERVICE TRAINING

1. The District will provide in-service training for the Accounting and Fiscal Departments and for those individuals in the District presently performing accounting and fiscal duties who have a need for such training.

2. The District agrees to provide a minimum of one hour per month of educational inservice for Instructional Assistants. Said in-service shall be provided subject to the following conditions:

   A. It shall be designed to improve the job-related skills of said unit members;

   B. It shall be held during working hours;

   C. And it shall be contingent upon the existence of adequate funding.

3. Substitutes and New Employees - The issue of training for new

or substitute School Security Officers prior to assignment shall be referred to the Labor-Management Relations Committee for review and recommendation.

A joint labor management training committee shall be established with 5 representatives selected by the union and 5 representatives from management to establish a training program for bargaining unit members. The committee shall be committed to maximizing training opportunities for all bargaining unit employees without compromising district operations.

ARTICLE 35 - USE OF DISTRICT FACILITIES

The union shall have the right to use the District facilities at reasonable times for the purpose of holding meetings by following civic center rules and procedures.

ARTICLE 36 - DISTRICT TELEPHONES

It is the policy of the District that unit members will not use District telephones for personal business. The District and the union agree, however, that occasions arise in which it is in the interest of District and OSEA/790 that important messages reach employees on a timely basis.

These messages may concern:

1. The health and safety of employees and their family and other emergencies;

2. Unforeseen transportation problems;

3. Contact from servicing elements of the District, including payroll, personnel, etc.

ARTICLE 37 - PERSONAL PROPERTY

The District shall follow procedures outlined in Administrative Bulletin 10080 dated April 1984, or any subsequent revisions of said Bulletin. Clarification of the Claims Appeals shall be to allow the union to appoint two (2) White Collar members on White Collar cases and two (2) paraprofessional members on the paraprofessional cases. The Appeal Panel shall mutually select one additional employee to serve as chairperson.

ARTICLE 38 - CONCERTED ACTIVITIES

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

or willful interference with the operations of the District by means of concerted activity by the union or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to lock-out unit members during the term of this Agreement.

ARTICLE 39 - SCOPE OF AGREEMENT

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

ARTICLE 40 - SEVERABILITY OF PROVISIONS

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

ARTICLE 41 - MEET AND CONFER

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

ARTICLE 42 - HEALTH AND SAFETY

A. The District will make a good faith effort to maintain building heat, lighting and ventilation in proper working order.

B. The issue of working conditions for video display terminals (VDT) operators shall be referred to the Joint Labor/Management Committee for review and recommendations. Specifically, the Committee will:

   1. survey existing VDT workstations to determine unit member safety or health concerns.

   2. make recommendations to the District for retrofitting existing workstations to correct health or safety concerns.

3. recommend guidelines for the proper use of VDT equipment and appropriate training of VDT operators to minimize health or safety concerns.

4. recommend health and safety guidelines for the purchase of new VDT equipment by the District.

C. A pregnant employee who regularly works at a VDT may request a temporary alternate assignment to not work at a VDT if her physician so recommends in writing. The alternate assignment shall be defined as an assignment to another position in her classification or, if no position exists, to a position in a lower classification at a rate appropriate to that classification if the employee agrees to such assignment. The District will make a reasonable effort to accommodate such requests within the District. Non-VDT assignments for white collar unit members may be limited. If a temporary alternate assignment is not available or if the unit member does not accept the alternate assignment, the unit member may request and will be granted an unpaid leave of absence. The District will apply this provision in a fair, objective and non-discriminatory manner.

ARTICLE 43 - DISTRICT EDUCATIONAL REBATE PROGRAM

Education Rebate Program for White Collar and Paraprofessional Employees

A. Intent

It is the intent of the Oakland Unified School District to provide an Educational Rebate Program for White Collar and Paraprofessional Employees covered by this agreement aspiring to promote to status of teacher or obtain a BA, BS or Master's Degree, in an area which may lead to promotional possibilities within the District.

B. Scope of Educational Rebate Program

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

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

To participate in the Program, applicants must request an

application from the Labor Relations Department office or you may pick up an application from the Local 790 office, 100 Oak Street, Oakland, CA 94607. Application must be filed by September 30th. Return the completed application to the District's Labor Relations Department office. The Program Management Committee will notify all applicants by November 1. Courses that are degree related may be taken at any time throughout the year.

Program participants will be reimbursed for books and tuition fees for attendance at an accredited University or State College, or Community Colleges not to exceed $1,000 per fiscal year per recipient, up to four consecutive years.

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

C. The District Educational Rebate Program applicants must:

a. Maintain a "C" average and acceptable classroom attendance, as evidenced by report cards or other documentation.

b. Must remain in the District for at least two years following completion of the program.

c. Provide a letter of reference from his/her supervisor. However, in lieu of the supervisor's reference letter, the applicant may submit two (2) letters of reference, at least one of which must be from a colleague in the field of education

d. Must submit bona fide receipts, evidence of enrollment and grades for each course by June 1.

e. Submit letter from the college verifying the level of financial assistance the applicant is receiving.

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

E. The District agrees to set aside for each year of this contract the sum of fifteen thousand ($15,000) to be used for the reimbursement of the reasonable and necessary costs of books and tuition for all unit members covered by this agreement and pursuing higher education. If the costs for all participants in the bargaining unit exceed fifteen thousand dollars, the amount reimbursed shall be appropriately prorated so that the District's liability for the program does not exceed fifteen thousand dollars per year during each year of this contract.

F. Educational Rebate Program for Bilingual Instructional Assistants

1. Intent

1.1 It is the intent of the District to provide an Educational Rebate Program for Bilingual Instructional Assistants aspiring to be Bilingual teachers. The program will provide monetary rebates for university registration and/or tuition expenses, certification-examination expenses and credentialing fees for Bilingual Instructional Assistants enrolled in programs at accredited universities or state colleges which will result in a Bachelor of Arts degree and a teaching credential with a bilingual cross-cultural emphasis.

2. Scope of the Educational Rebate Program (ERP)

2.1 The Human Resources Division (HRD) will administer the program and will monitor all expenditures against an annual program budget established by the Office of Bilingual Education (OBE) and contingent upon the availability of funds.

2.2 A Program Management Committee, composed of an equal number of bargaining unit representatives and District management, will determine which applicants will be admitted into the program.

2.3 To participate in the program, it is preferable that the applicant provide a letter of reference from his/her supervisor. However, in lieu of the supervisor's reference letter, the applicant may submit two (2) letters of reference, at least one of which must be from a colleague in the field of education.

2.4 Applicants will be divided into these categories: a) fluent bilingual speakers in the District's targeted languages, b) fluent bilingual speakers in other languages, c) possession of course work in a foreign language, and d) interested in learning one of the targeted languages. Preference will be given to those in category "a".

2.5 All Bilingual Instructional Assistants, including those on leave without pay, are eligible to apply for educational rebates which are provided on a first-to-apply basis in accordance with section 3

below.

2.6 University courses and certification examination(s) must lead toward the acquisition of BA degree and the above-specified teaching credential.

2.7 Continuing program participants shall receive first priority for educational rebates over new applicants.

2.8 Program applications approved prior to an employee's termination, i.e., layoff or release without prejudice, will be honored if expenses have been incurred during the time of employment.

2.9 Applicants must have rendered two (2) full and continuos years of District service to be eligible for this program. However, if annual funds provided for in Section 3.1 remain after said applications have been processed, the program shall be available to any otherwise eligible unit member.

2.10 Applications for the program are in Appendix ___ of this Agreement.

3. Limits of the Educational Rebate Program

3.1 The ERP shall not exceed $25,000 per fiscal year, provided funds are allocated for this purpose in the District's budget.

3.2 Program participants will be reimbursed for university registration or tuition fees equivalent to those of California State University/Hayward and for certification-examination and credentialing fees, not to exceed $1,500 per fiscal year per recipient, up to eight (8) consecutive years.

3.3 Expenses such as parking, health services, student fees, supplies and textbooks, etc., will not be reimbursed.

3.4 No ERP participant's work schedule will be adjusted for course attendance without the approval of the supervisor, the Director of Bilingual Education, and the Director of Recruitment and Employment.

3.5 Program participants must complete the BA degree and a state credentialing program within eight (8) consecutive years, commit to being assigned the ensuing school year to a Bilingual teaching position in the District, and render said year of service to OUSD.

3.6 Failure to complete the BA degree within the above-specified time period shall result in termination from the ERP.

3.7 Program participants who voluntarily terminate employment or are discharged for cause may not continue in the Educational Rebate Program and will no longer be reimbursed for incurred expenses.

3.8 Program participants who voluntarily terminate employment from the District's Bilingual Program within five (5) years of receipt of educational rebates must restore to the District all such ERP funds received. Additionally, ERP participants who fail to render the year of service contemplated in Item 3.5 above, must restore to the District all such ERP funds previously received.

3.9 Program participants must pass the California Basic Educational Skills Test (CBEST) by the end of their fifth (5th) consecutive year of participation. Failure to do so shall result in termination from the ERP.

4. Procedures for Approval of Rebate

4.1 To qualify for rebate, the application in appendix for the ERP must have been approved by the appropriate HRD administrator in advance of taking course(s), registering for the certification examination, and/or applying for the specified credential. The employee must have successfully completed the course(s) with a grade "C/Pass" or better from an accredited university or college, and/or met the certification-examination and credentialing requirements.

4.2 To receive rebate, the ERP participant must present evidence of successful completion, grade(s) received and the original receipts for registration/tuition, certification examination and/or credentialing fees to the HRD.

4.3 The HRD will coordinate the necessary documentation for rebate of valid expenses.

4.4 Applications denied due to funding limits or lack of budget allocation will be held and given first priority for the ensuing school year.

5. Procedures for Implementation

The Union and the District agree that this program may, at District option, be implemented in time for the start of the second semester of 1994-95, even though they will continue to bargain on other unresolved issues for said year.

ARTICLE 44 - MANAGEMENT RIGHTS

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

ARTICLE 45 - LABOR MANAGEMENT RELATIONS COMMITTEE

1. The District and the union recognize that the holding of periodic meetings for the exchange of views and information may contribute to the effectiveness of the labor-management relationship. Therefore, the parties shall establish a Labor Management Relations Committee, in accordance with the provisions of this Article, for the purpose of discussing all matters of interest or concern in the area of personnel policies and practices and matters affecting working conditions.

2. The Labor Management Relations Committee shall meet at least monthly in the Administration Building, or other mutually agreed upon site. At least forty-eight (48) hours prior to the scheduled date of the meeting, the parties will exchange agenda items. Union representatives will receive released time to attend such meetings.

3. The District and the union shall be entitled to the following equal membership on the Labor Management Relations Committee:

   a. five (5) representatives from the union, and

   b. five (5) representatives from the District shall comprise the committee.

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

4. The District and the union shall each be responsible for maintaining minutes of committee meetings.

5. Meetings will be held during normal working hours at a time mutually agreed upon by the District and the union.

6. The parties agree that meetings held by the Labor Management Relations Committee are solely for the purpose of exchanging views and information, discussing matters of concern to the District and/or union and shall not be deemed as negotiating under the EERA.

7. As part of this collective bargaining agreement, the District and union have agreed that specified matters should be referred to the Labor Management Relations Committee for supplemental negotiations consistent with and in harmony with this collective bargaining agreement. The parties agree to establish a 4-hour training program for all District supervisors and OSEA/790 union representatives who deal with administration of the new Agreement.

ARTICLE 46 - SCHOOL MAIL

Mail delivery service provided by the District to employee organizations shall be made available to OSEA/790. Mail addressed to individuals shall be considered personal. Such individually addressed mail shall be placed in a designated location for pick-up by the individual. The District agrees to inform responsible District employees of this provision.

ARTICLE 47 - COMPLIANCE AGREEMENT

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

ARTICLE 48 - DURATION OF AGREEMENT

The Agreement is effective July 1, 2002 through June 30, 2004.

ARTICLE 49 - SAFETY EQUIPMENT

The District agrees to authorize up to $10,000 to purchase rain gear, other protective equipment at work site for Noon and School Security Officers.

ARTICLE 50 - NUMBER OF WORKDAYS, 10-MONTH EMPLOYEES

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

ARTICLE 51 - PERMANENT SUBSTITUTE

The District shall create a pool of clerical, accounting, regular instructional assistants, special educational assistants and school security officers who have no regular assignments but shall float throughout the District to substitute for any absent employees or augment staff as needed. These positions shall be full-time benefited positions.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of August, 2004.

FOR THE UNION

Mynette Theard, President
OSEA / SEIU Local 790

Bettie Reed-Smith, 1st Vice Pres.
OSEA / SEIU Local 790

Nely Obligacion, Chief Negotiator
OSEA / SEIU LOCAL 790

Iris LeBlanc, Business Rep.
OSEA / SEIU LOCAL 790

FOR THE DISTRICT

Randolph E. Ward, Ed.D.
State Administrator, OUSD

Rumi Ueno, Director
Labor Relations, OUSD

Alan Levinson
Chief Negotiator, OUSD

ATTACHMENT A

SIDE LETTER

The District agrees to the following Side Letter:

1. Twelve-month (12-month) employees at Middle/Junior High and Senior High Schools shall have their checks delivered to their sites as long as the District continues to deliver payroll checks to other 12-month employees at those sites.

2. The District agrees with OSEA/790 that under the Law the District is obligated, upon written request, to negotiate the effects of layoffs.

3. The District agrees to present to the Board of Education for approval a guide on Standards of Discipline within four months of ratification of this contract.

ATTACHMENT B

SIDE LETTER

The District agrees to the following side letter.

School Security Officers

The Union and the District shall continue to meet and confer regarding possible change in school security officers' job duties and pay. The parties are committed to maximizing student safety, employees' safety and compliance with the law. On-going training shall be provided to all school security officers. New employees shall be provided training.

SIDE LETTER

Side Letter on Site Based Management

The parties shall meet and confer to implement site based management policy for OUSD. If, as a result of this policy, bargaining unit members are displaced, the District shall utilize all of the following methods: reassignment to vacant positions with retraining if necessary; salary protection (S rating) not to exceed one year and adequate adjustment period to the new employment, to provide continued employment for SEIU L.790 represented employees and educational continuity for the students in Oakland Unified School District.

ATTACHMENT D

SIDE LETTER

The District agrees to the following side letter.

Academic Mentor - Tutorial Services

I. DEFINITION:

Academic Mentor, Tutorial Services

1. Tutoring students in academic subjects where remediation is needed. Academic Mentors will not tutor in classrooms where instruction is occurring.
2. The position is classified as part-time and shall not exceed four (4) hours on a school day and eight (8) hours on a weekend.

II. HOURS OF EMPLOYMENT:

1. Mentoring may be done before and after school, lunch periods, study periods, evenings, weekends and holidays.

III. WAGES:

1. High School students shall be paid no less than minimum wage.
2. All others shall be paid $9.30 per hour.

IV. POSTING OF POSITIONS:

1. Positions shall be posted for a minimum of five (5) working days, during which time all persons including current District employees may apply.
2. The District shall post and fill vacancies as they occur in the Academic Mentor, Tutorial Services classification.
3. Prior to posting, Union shall receive a copy of the completed request to fill Academic Mentor position for the Union's review. The union has 5 days to address issues and concerns to Labor Relations Department.

V. EFFECTS ON CURRENT EMPLOYEES:

1. The District agrees that Academic Mentor, Tutorial Services shall not displace any permanent employees.
2. Academic Mentor, Tutorial Services shall not perform clerical instructional assistants, campus supervisors, noon supervisors or any duties performed by other bargaining unit members.

VI. GRIEVANCE POLICY:

1. See OSEA/SEIU Local 790 contract, Article 27.
2. Academic Mentor, Tutorial Services is protected from any reprisals resulting from use of grievance policy.

VII. ORGANIZATIONAL SECURITY/DUES DEDUCTION:

Academic Mentor Tutorial Services shall be subject to Article 31 (Organizational Security) and Article 32 (Dues Deduction) of the agreement between the Oakland Unified School District and OSEA/SEIU Local 790, except for high school students only.

VIII. SAVINGS CLAUSE:

If any term or provision of this agreement is, at any time during the life of this agreement, adjudged by a court or administrative body of competent jurisdiction to be a conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision.

IX. DURATION:

This agreement contains the entire understanding and agreement of the District and Local 790 with respect to employees in this Side Letter of Agreement. Changes in this agreement whether by addition, waiver, deletion, amendment or modification must be reduced to writing and signed by both Local 790 and the District.

X. FINGERPRINTING:

The District agrees to pay the cost of fingerprinting ($37.00) The employee will reimburse the District through payroll deduction: paying $18.50 via payroll deduction on the employee's first two pay warrants.

The District and Union agree to develop a form - Request to Fill - Academic Mentor position.

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 790, AFL-CIO
OAKLAND SCHOOL EMPLOYEES ASSOCIATION

100 Oak Street
Oakland, California 94607

GRIEVANCE INITIAL CONTACT FORM

Employee's Name_____Classification_____

School Site/Department_____

Work Phone Number_____Home Phone Number_____

Immediate Supervisor_____Title_____

Statement of Grievance_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Specific Section of Memorandum of Understanding (Contact) or Personnel Rule Violated or Disciplinary Action_____

_____

_____

_____

_____

_____

_____

_____

Requested Solution_____

_____

_____

_____

_____

_____

_____

Mynette Theard
Chapter President
(510) 879-2911

Bettie Reed-Smith
1st Vice-President
(510) 879-1820

SIDE LETTER

Side Letter on Sunset of Early Retirement Incentive Program (ERIP)

The parties agree that eligible unit members (a maximum of ten percent of the unit members who have reached the age of 55 and are voluntarily retiring before the age of 65, and have at least five consecutive full-time or full-time equivalent years of service in the District) may apply for participation in the Early Retirement Incentive Program ("ERIP") through November 30, 2003, with a retirement date no later than June 30, 2004. Except for those eligible unit members who have submitted their application to the Human Resources Division by October 2, 2003 as of 5:00pm, only Option A (Cash Settlement) will be available for the remainder of the 2003-04 fiscal year. The ten percent (10%) number of eligible unit members for each unit (i.e. White-Collar and Paraprofessional) will be strictly adhered to.

The ERIP will sunset as of June 30, 2004; no new participants shall be accepted after that date. The District agrees to honor its commitments to unit members previously accepted under the ERIP.

SIDE LETTER

Side Letter on Committee to Review Catastrophic Sick Leave Program

The parties agree that the topic of a Catastrophic Sick Leave program will be discussed by the Labor Management Relations Committee (LMRC) no later than March 2004. Any recommendations of a LMRC will be forwarded to the parties' bargaining teams for negotiations for a successor agreement.

OAKLAND UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES
205 DAYS
10-MONTH PARAPROFESSIONAL
SALARY SCHEDULE

				STEPS			
RANGE		1	2	3	4	5	6
1	ANNUAL	14,558	15,776	16,988	18,187	19,387	21,193
	HOURLY	9.48	10.26	11.05	11.83	12.60	13.79
	MONTHLY	1,456	1,577	1,699	1,819	1,938	2,120
2	ANNUAL	14,940	16,158	17,422	18,616	19,852	21,741
	HOURLY	9.71	10.51	11.33	12.10	12.93	14.14
	MONTHLY	1,494	1,616	1,742	1,861	1,986	2,174
3	ANNUAL	15,918	17,232	18,566	19,903	21,216	23,198
	HOURLY	10.35	11.21	12.08	12.96	13.80	15.09
	MONTHLY	1,592	1,724	1,857	1,991	2,122	2,320
4	ANNUAL	16,323	17,659	19,020	20,380	21,766	23,797
	HOURLY	10.62	11.49	12.37	13.25	14.16	15.48
	MONTHLY	1,632	1,765	1,903	2,038	2,177	2,380
5	ANNUAL	17,383	18,806	20,256	21,705	23,181	25,343
	HOURLY	11.32	12.24	13.18	14.11	15.08	16.49
	MONTHLY	1,738	1,881	2,026	2,171	2,318	2,533
6	ANNUAL	17,819	19,276	20,763	22,247	23,760	25,977
	HOURLY	11.60	12.54	13.50	14.47	15.46	16.90
	MONTHLY	1,782	1,929	2,076	2,225	2,376	2,598

REGULAR EMPLOYEES IN THE UNIT WHO HAVE BEEN EMPLOYED ON A HALF-TIME OR MORE BASIS SHALL RECEIVE THE FOLLOWING LONGEVITY PAY:

	EFFECTIVE 7/1/91	
(3.75 HOURS OR MORE)	AMOUNT PER MONTH	
NUMBER OF YEARS OF CONTINUOUS SERVICE	MONTHLY	HOURLY
10 YEARS	$10.38	$0.06
15 YEARS	$20.81	$0.13
20 YEARS	$31.20	$0.19
25 YEARS	$41.57	$0.26
30 YEARS	$52.00	$0.32
35 YEARS	$62.40	$0.38
40 YEARS	$72.80	$0.47

Salary Placement:

RANGE 1 - WITHOUT 60 UNITS	*RANGE 2 - WITHOUT 60 UNITS*
RANGE 3 - WITH 60 UNITS	*RANGE 4 - WITH 60 UNITS*
INSTRUCTIONAL ASSISTANT	INSTRUCTIONAL ASSISTANT, BILINGUAL
COMMUNITY ASSISTANT	INSTRUCTIONAL ASSISTANT, SPEC. EDUC.
HEALTH ASSISTANT	COMMUNITY ASSISTANT, BILINGUAL
CHILD CARE ASSISTANT	INSTRUCTIONAL ASSIST. COMPUTER LAB I
	INSTRUCTIONAL ASSIST. INTERPRETER FOR DEAF AND BLIND TEACHER

SCHEDULE - I
-1 % Salary Decrease
Implemented 10/29/03

EFFECTIVE 07/01/03

OAKLAND UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES
205 DAYS
10-MONTH PARAPROFESSIONAL
SALARY SCHEDULE

RANGE 5-IA'S WITH READING CLASS OR MENTAL HEALTH TRAINING WITHOUT 60 UNITS
RANGE 6- IA'S WITH READING CLASS OR MENTAL HEALTH TRAINING WITH 60 UNITS

SCHEDULE - I
-1 % Salary Decrease
Implemented 10/29/03

EFFECTIVE 07/01/03

OAKLAND UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

WHITE COLLAR SALARY SCHEDULE 10 AND 12 MONTHS

	STEPS							
RANGE	1	2	3	4	5	6	7	8
9	1,439	1,509	1,589	1,670	1,754	1,847	1,847	1,935
12	1,551	1,634	1,712	1,801	1,889	1,985	1,985	2,082
13	1,589	1,670	1,754	1,841	1,935	2,034	2,034	2,130
14	1,634	1,712	1,800	1,889	1,985	2,082	2,082	2,183
16	1,712	1,801	1,889	1,985	2,084	2,190	2,190	2,300
17	1,754	1,841	1,935	2,028	2,130	2,239	2,239	2,353
18	1,801	1,889	1,985	2,089	2,183	2,293	2,293	2,408
19	1,841	1,935	2,028	2,130	2,239	2,357	2,357	2,473
20	1,889	1,985	2,084	2,183	2,293	2,404	2,404	2,529
21	1,935	2,028	2,130	2,239	2,353	2,467	2,467	2,593
22	1,985	2,084	2,183	2,293	2,413	2,529	2,529	2,657
23	2,028	2,131	2,239	2,353	2,467	2,586	2,586	2,724
24	2,084	2,183	2,293	2,413	2,529	2,657	2,657	2,791
25	2,130	2,239	2,353	2,467	2,586	2,724	2,724	2,854
26	2,183	2,293	2,413	2,529	2,657	2,791	2,791	2,927
27	2,239	2,353	2,467	2,586	2,724	2,858	2,858	3,000
28	2,293	2,413	2,529	2,657	2,791	2,927	2,927	3,075
29	2,353	2,467	2,586	2,724	2,854	2,996	2,996	3,145
30	2,413	2,529	2,657	2,791	2,927	3,075	3,075	3,229
32	2,529	2,657	2,791	2,927	3,075	3,229	3,229	3,390
33	2,586	2,724	2,854	2,996	3,145	3,303	3,303	3,468
34	2,657	2,791	2,927	3,075	3,229	3,390	3,390	3,558
35	2,724	2,854	2,996	3,145	3,306	3,472	3,472	3,643
36	2,791	2,927	3,075	3,229	3,390	3,558	3,558	3,732
38	2,927	3,075	3,229	3,390	3,556	3,730	3,730	3,921
40	3,076	3,229	3,390	3,556	3,730	3,921	3,921	4,116
42	3,229	3,390	3,556	3,730	3,919	4,114	4,114	4,319
43	3,306	3,468	3,638	3,825	4,011	4,218	4,218	4,425
44	3,390	3,556	3,730	3,920	4,116	4,322	4,322	4,540
45	3,468	3,637	3,824	4,012	4,217	4,430	4,430	4,649
46	3,730	3,920	4,116	4,322	4,537	4,763	4,763	4,999
47	3,825	4,011	4,218	4,430	4,654	4,888	4,888	5,130
49	4,011	4,218	4,430	4,654	4,886	5,128	5,128	5,385
50	4,116	4,322	4,537	4,771	5,002	5,252	5,252	5,511
53	4,433	4,654	4,886	5,137	5,385	5,653	5,653	5,935
55	5,004	5,257	5,518	5,793	6,083	6,384	6,384	6,705
56	5,130	5,388	5,659	5,948	6,232	6,544	6,544	6,871
57	5,260	5,521	5,798	6,089	6,391	6,712	6,712	7,046
64	6,253	6,565	6,893	7,238	7,600	7,979	7,979	8,379

BILINGUAL POSITIONS: BY VIRTUE OF THE BILINGUAL REQUIREMENT, PERSONS SELECTED FOR BILINGUAL-DESIGNATED POSITIONS SHALL RECEIVE A $60 STIPEND PER MONTH.

Ranges 58, 59, 60, 61, 62, and 63 are unassigned Job Classifications.
Range 64 is Occupational Therapist - Special Ed.

Schedule F
7.5 hour Daily - 261 days a year
-1% Salary Decrease
Implemented 10/29/03

EFFECTIVE 7/1/03

OAKLAND UNIFIED SCHOOL DISTRICT
DIVISION OF HUMAN RESOURCES

WHITE COLLAR SALARY SCHEDULE 10 AND 12 MONTHS

SHIFT DIFFERENTIAL:

1. REGULAR FULL-TIME EMPLOYEES WHOSE WORK ASSIGNMENT BEGINS 3:00 PM AND 10:00 PM SHALL RECEIVE AN ADDITIONAL 47 CENTS PER HOUR , AS A SHIFT DIFFERENTIAL.
2. REGULAR FULL-TIME EMPLOYEES WHOSE WORK ASSIGNMENT BEGINS AFTER 10:00 PM AND BEFORE 3:00 AM SHALL RECEIVE AN ADDITIONAL 71 CENTS PER HOURS, FOR A SHIFT DIFFERENTIAL.

LONGEVITY PAY:

REGULAR EMPLOYEES IN THE UNIT WHO HAVE BEEN EMPLOYED ON A HALF-TIME OR MORE BASIS SHALL RECEIVE THE FOLLOWING LONGEVITY PAY: (3.75 HOURS OR MORE)

EFFECTIVE 7/1/91

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

Schedule F
7.5 hour Daily - 261 days a year
-1% Salary Decrease
Implemented 10/29/03

EFFECTIVE 7/1/03

SEIU LOCAL 790 WHITE COLLAR CLASSIFICATIONS		
Range	**Job Class**	**Job Title**
12	506000	NOON SUPERVISOR
12	508000	PHYSICAL EDUCATION ATTEN
12	528000	CLERK
12	528001	CLERK, SPANISH BILINGUAL
12	530000	CLERK ASSISTANT
12	787000	LIFEGUARD
12	999001	LEP/NEP TUTOR
13	630001	ASST. ATTENDANCE CLERK
14	580000	CLERK TYPIST
14	831000	TYPIST CL CAMBODIAN BIL
14	832000	TYPIST CL CANTONESE BIL
14	833000	TYPIST CL SPANISH BIL
14	834000	TYPIST CL TAGALOG BIL
14	835000	TYPIST CL VIETNAMESE BIL
16	500000	CAMPUS SUPERVISOR
16	512000	SECURITY WATCHPERSON
16	532000	CLERK INTERMEDIATE
16	544000	LIBRARY CLERK
16	613000	STENO CLERK
16	764000	SPECIAL SKILLS AGENCYP00L
17	547000	FILM LIBRARY CLERK
17	554000	MICROFILM OPERATOR
17	578000	RECEPTIONIST
18	582000	INTER CLERK TYPIST
18	618000	ACCOUNT CLERK
18	618001	SPECIAL ED IEP CLERK
18	661001	MIS ENDUSER SUPPORT AIDE
18	661009	INST TECH SUPPORT ASST SF
18	755000	MIGRANT STAT. AIDE - BIL.
18	837000	INTER T C CAMBODIAN BIL
18	838000	INTER T C CANTONESE BIL
18	839000	INTER T C SPANISH BIL
18	840000	INTER T C TAGALOG BIL
18	841000	INTER T C VIETNAMESE BIL
19	519000	PARENT ACTIVITY WORKER
19	522000	ASST MIL PROPERTY CUST
19	546000	LIBRARY CLERK S
19	552000	MAIL SERVICES CLERK
19	566000	BRAILLE & MEDIA TRANSCRIB
19	568000	RESOURCE ASSISTANT
20	500007	SCHOOLS SECURITY OFCR I
20	559000	MATERIALS EXPEDITOR
20	562000	PURCHASING CLERK
20	579000	TESTING SERVICES CLERK
20	614000	INTER STENO CLERK
21	529000	INST/CURR SPEC TAGALOG
21	533000	INST/CURR SPEC SPANISH
21	536000	DUPLICATING EQUIP OPR
21	537000	INST/CURR SPEC CANT

SEIU LOCAL 790 WHITE COLLAR CLASSIFICATIONS		
Range	**Job Class**	**Job Title**
21	541000	INST/CURR SPEC ARABIC
21	543000	INST/CURR SPEC TIGRINYA
21	545000	INST/CURR SPEC RUSSIAN
21	603000	INST/CURR SPEC LAO BIL
21	605000	INST/CURR SPEC MIEN BIL
21	607000	INST/CURR SPEC CAMB. BIL
22	556005	HUMAN RESOURCES CLERK
22	566003	BRAILLE & MEDIA TRNS, INT
22	570000	TEXTBOOK & ED MTLS CLERK
22	581000	ELEM SCH TCA BIL CANT
22	584000	SENIOR CLERK TYPIST
22	587000	CLERK TYPIST ELE SCH A
22	623000	ELEM SCH TCA BIL SPAN
22	626000	ELEM SCH TCA BIL TAGALOG
22	627000	ELEM SCH TCA BIL VIET
22	631000	ELEM SCH TCA BIL CAMB
22	843000	SR TY CL CAMBODIAN BIL
22	844000	SR TY CL CANTONESE BIL
22	845000	SR TY CL SPANISH BIL
22	846000	SR TY CL TAGALOG BIL
22	847000	SR TY CL VIETNAMESE BIL
23	502000	CAMPUS SUPERVISOR SR
23	549005	CIVILIAN TECHNICIAN ASST.
23	553000	MAIL SERVICES SUPERVISOR
23	555000	ELEM SCH SECT A BIL CANT
23	558000	ELEM SCH SECT A BIL TAG
23	563000	ELEM SCH SECT A BIL VIET
23	564000	PURCHASING CLERK SR
23	565000	ELEM SCH SECT A BIL CAMB
23	569000	ELEM SCH SECT A BIL SPAN
23	588000	CLERK TYPIST ELE SCH B
23	592000	ELEM SCH TCB BIL SPAN
23	604000	SCHOOL SECRETARY ELEM A
23	630000	ATTENDANCE CLERK
23	643000	ELEM SCH TCB BIL CANT
23	655000	ELEM SCH TCB BIL TAGALOG
23	657000	ELEM SCH TCB BIL VIET
23	668000	ELEM SCH TCB BIL CAMB
24	549000	MAINTENANCE CONTROL SPEC
24	567000	ELEM SCH SECT B BIL CANT
24	571000	ELEM SCH SECT B BIL SPAN
24	573000	ELEM SCH SECT B BIL TAGA
24	574000	TCHR SUBSTITUTE CLERK
24	575000	ELEM SCH SECT B BIL VIET
24	576000	ELEM SCH SECT B BIL CAMB
24	583000	INT SCH TYP CLERK
24	589000	ELEM SCH SECT C BIL CANT
24	589001	ELEM SCH TCC
24	595000	ELEM SCH TCC BIL SPAN

SEIU LOCAL 790 WHITE COLLAR CLASSIFICATIONS		
Range	**Job Class**	**Job Title**
24	597000	PERS REC CONT CLERK
24	600000	SECRETARY
24	606000	SCHOOL SECRETARY ELEM B
24	622000	SENIOR ACCOUNT CLERK
24	644000	PAYROLL CLERK
24	678000	ELEM SCH TCC BIL TAGALOG
24	684000	ELEM SCH TCC BIL VIET
24	690000	ELEM SCH TCC BIL CAMB
25	577000	ELEM SCH SECT C BIL SPAN
25	601000	ELEM SCH SECT C BIL TAGA
25	608000	SCHOOL SECRETARY ELEM C
25	609001	SMALL SCHOOL SECRETARY
25	610000	SCHOOL SECRETARY INTER
25	617000	ELEM SCH SECT C BIL VIET
25	621000	ELEM SCH SECT C BIL CAMB
25	644500	PAYROLL CLERK, SENIOR
26	534500	HUMAN RESOURCES TECH I
26	535000	SALARY-EMPLOY TECH
26	566005	BRAILLE & MEDIA TRNS, SR
26	622001	PAYROLL TECH
26	622010	SENIOR ACCOUNT CLERK II
26	645000	SCHOOL TREASURER
26	649002	PAYROLL TECHNICIAN I
26	817000	INVENTORY CONTROL CLERK
27	502007	SCHOOLS SECURITY OFCR II
27	514000	COM SERV WRK SPAN BIL
27	516000	COMMUNITY SERVICE WORKER
27	525005	COM SER WRK ARABIC BIL
28	526000	CIVIC CENTER COORDINATOR
28	538000	DUPLICATING EQUIP OPR SR
28	585000	SR SCHOOL TYPIST CLERK
28	602000	SENIOR SECRETARY
28	639000	LEGISLATIVE ASSISTANT
28	666006	ENDUSER SUPPORT SPEC I
29	534503	HUMAN RESOURCES TECH II
29	535500	FINGERPRINT TECHNICIAN
29	586000	SUPERVISING CLERK TYPIST
29	591000	BILINGUAL TESTING CLERK
29	591001	BIL TESTING CLERK ARABIC
29	591002	BIL TESTING CLERK CAMBODI
29	591003	BIL TESTING CLERK CANTONE
29	591004	BIL TESTING CLERK LAOTIAN
29	591005	BIL TESTING CLERK MIEN
29	591006	BIL TESTING CLERK SPANISH
29	591007	BIL TESTING CLERK VIETNAM
29	612000	SCHOOL SECRETARY SR HI
29	620000	PRINCIPAL ACCOUNT CLERK
29	620007	PRINC ACCT CLK, AD ED
29	649003	PAYROLL TECHNICIAN II

SEIU LOCAL 790 WHITE COLLAR CLASSIFICATIONS		
Range	**Job Class**	**Job Title**
29	661005	TECHNICIAN II
30	651000	COMPUTER OPERATOR
30	661002	MIS EQPMNT SUPPORT TECH
30	666007	ENDUSER SUPPORT SPEC II
32	572005	JUNIOR BUYER
32	590000	ADMINISTRATIVE SECRETARY
32	651001	COMPUTER TECH I
32	652000	SR COMPUTER OPERATOR A
32	697000	SR ENGINEERING AIDE
32	705000	GRAPHIC ARTIST
32	732000	SPEDY
32	792501	EDUC INT FOR DEAF I
32	981000	ANNUITY TECHNICIAN
33	517000	COMMUNTY RELATIONS ASST I
33	517001	BIL COMMUNTY REL ASST. II
33	520000	LEP/NEP PROG ASST
33	523500	PROGRAM ASSISTANT I
33	523501	PROG ASST BIL ASSESSMENT
33	523700	PROG ASST CURRIC & INSTR
33	560000	PURCHASING ASSISTANT
33	591500	BILINGUAL STAFFING CLERK
33	593000	TRANSLATOR CHINESE
33	593002	TRANSLATOR CAMBODIAN
33	593003	TRANSLATOR LAOTIAN/MIEN
33	593004	TRANSLATOR VIETNAMESE
33	594000	TRANSLATOR SPANISH
33	681000	AUDIO VISUAL TECHNICIAN
33	737000	TRANSLATOR
33	757000	LEP/NEP PROG ASST-SPANISH
33	763000	LEP/NEP PROG ASST-CANT
33	769000	LEP/NEP PROG ASST-VIETNAM
33	781000	LEP/NEP PROG ASST-CAMBODI
34	624001	ACCOUNTANT I
34	632000	BUDGET ANALYST
34	651002	COMPUTER TECHNICIAN II
34	653000	SR COMPUTER OPERATOR B
34	666700	TECHNICAL SKILLS ASSIST
34	740000	WORKERS COMP CLAIMS ASST
35	518000	COMMUNITY SCHOOL COORD
35	680000	EMPLOY ASST
35	680001	JOB COACH-WORKABILITY I
35	685000	AUDIO VISUAL TECH SR
35	723000	SOCIAL WORKER SPECIAL ED
35	723001	SOC WOR STU & FAM ADV
35	884001	EXTENDED-DAY SITE LIAISON
36	503511	HUMAN RES ANALYST I
36	622002	SR PAYROLL TECH
36	624010	SENIOR ACCOUNTANT I
36	649001	PAYROLL ANALYST I

SEIU LOCAL 790 WHITE COLLAR CLASSIFICATIONS		
Range	**Job Class**	**Job Title**
36	664000	DATA PROCESSING OP ANAL
36	677007	ADM ASST SCL TO CAREER
36	707000	NUTRITION ED SPECIALIST
36	792300	COMMUNICATIONS SPECIALIST
36	804000	EXECUTIVE SECRETARY
38	516005	COMMUNITY SERV. WORKER II
38	517003	COMMUNTY RELTIONS ASST II
38	521000	LEP/NEP PRG SPEC SPAN BI
38	561000	PROGRAM AUDITOR
38	671000	PROGRAMMER
38	689000	BUYER
38	700000	EVALUATION ASSISTANT
38	726000	REPORTER JOURNALIST
38	790005	RESEARCH ASSISTANT
38	792000	COMMUNICATION SPEC-MULTIL
38	792502	EDUC INT FOR DEAF II
38	796000	ST/FED INSTRUCT'L TECH SP
38	796500	TECHNOLOGY SUPPORT SPEC I
38	809001	GRANT ADMIN.SUPPORT
38	827000	OUTREACH CONSULTANT
40	523510	PROGRAM ASSISTANT II
40	651004	SENIOR COMPUTER TECH
40	677503	ADMINISTRATIVE ASST I
40	726005	PUBLICIST I
40	741000	WORKERS COMP PROG SPEC
40	746001	TRANSPORTATION SCHEDULER
40	842000	WORKERS' COMP CLAIMS EXAM
42	517500	COMMNTY RELTNS SPEC I
42	636000	BUDGET ANALYST SR
42	692000	AUDIOMETRIST
42	789000	HEALTH AND SAFETY SPEC
43	672000	PROGRAMMER ANALYST
43	771001	OFFICE AUTOMATION SPEC I
44	677505	ADMINISTRATIVE ASST II
45	503512	HUMAN RES ANALYST II
45	523520	PROGRAM ASSISTANT III
45	669000	SYSTEMS ANALYST (TELE)
45	707005	MENU PLNG & TRNG SPEC
45	726007	PUBLICIST II
45	792503	EDUC INT FOR DEAF III
46	518500	COMMNTY COORD-PROG ASST
46	670000	DP SERVICES REPRESENTAT
46	677005	ADM ASST CAPITAL DEV PRG
46	718001	FOSTER YOUTH PROG. COORD.
46	720000	REG CONST INSPECTOR
46	748499	CASE MANAGER
47	517503	COMMNTY RELTNS SPEC II
47	650000	PROGRAMMER ANALYST SR
47	665000	INFORMATION SYSTEMS SPEC

SEIU LOCAL 790 WHITE COLLAR CLASSIFICATIONS		
Range	**Job Class**	**Job Title**
47	666500	TECHN EXCH WRHSE SPEC
47	666505	NETWORK TECHNICIAN (OTX)
47	771500	NETWORK TECHNICIAN
47	828005	COMM PRT OUTRCH COORD LET
48	730000	SAFETY & LOSS CONTROL CO
49	636005	BUDGET ANAL ST/FED SPEC
49	686000	SYS ANAL MICRO COMP SPEC
49	721000	REG CONST INSPECTOR SR
49	791000	PROGRAM EVALUATOR
49	828000	COMMUNITY SCHOOL COORD.
50	726009	PUBLICIST III
52	738000	TEST DEVELOP & ASS COOR
53	679000	AFFIRM ACTION PURC MGR
53	699001	SOFTWARE ENG DEVELOPER I
53	796600	TECHN SUPPORT SPEC II
55	622005	INFO SYSTEMS SPEC. SUB
55	665001	INFO SYSTEMS SPEC I
55	665500	WEBMASTER
55	699002	SOFTWARE ENG DEVELOPER II
55	771505	NETWORK SPECIALIST
55	791005	ADM ASST-DATA ANAL PRG EV
56	665002	INFO SYSTEMS SPEC II
57	665003	INFO SYSTEMS SPEC III
57	699003	SOFTWARE EG DEVELOPER III
64	722000	OCCUPATIONAL THERAPIST

AGREEMENT

BETWEEN

OAKLAND UNIFIED SCHOOL DISTRICT

AND

OSEA / SEIU LOCAL 790,

Representing Substitute

Paraprofessional

And

White Collar Employees

For the Period

December 1, 2000 through June 30, 2004

OAKLAND UNIFIED SCHOOL DISTRICT
1025 Second Avenue
Oakland, CA 94606

ARTICLE I - Union Recognition/Security/Dues

The Oakland School Employees Association Substitute Chapter/SEIU Local 790 ("the Union") is recognized by the Oakland Unified School District ("the District") as the exclusive representative for employees covered by this Agreement.

An employee shall as a condition of continued substitute employment within 30 days of implementation of this agreement, or his/her subsequent employment become a member in good standing in the Union by paying to the Union an initial fee and regular monthly service fees equal to monthly dues; or in the case of any employee who certified that he/she cannot support or join an employee organization because of religious convictions, shall pay a sum equal to Union dues/fees to one of the following:

1. Marcus Foster Foundation
2. United Way
3. American Cancer Society

The District shall furnish the Union on a monthly basis the names of all employees subject to this Agreement.

The District agrees to deduct from the salary payment of an employee an amount which has been designated by the Union in a revocable written authorization by the employee for the purpose of paying the dues, COPE contribution, initiation fee, insurance fee or service fee of the employee to the Union. At the time of employment processing, the District shall advise the new employee of the OSEA/SEIU Local 790 membership or service fee requirement and provide a written authorization to deduct from the salary payment of the employee OSEA/SEIU Local 790 regular dues or a service fee equal to the amount of OSEA/SEIU Local 790 regular dues.

Nine working days following payday, the District shall promptly pay over to the Union all sums withheld for membership or service fees. The District shall also provide with each payment a list and magnetic tape of employees paying membership dues and service fees. All such lists shall contain the employee's name, social security number, classification, work location/department, and the amount deducted. A list and magnetic tape of all employees in represented classes shall be provided to the Union at least quarterly. All such lists shall contain the employee's name, social security number, classification, work location/department, and address. Newly hired or separated employees will be so indicated in this report.

The District shall not be liable and OSEA/SEIU Local 790 shall indemnify the District for any claims made against the District arising from its checkoff of OSEA/SEIU Local 790 dues.

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

ARTICLE II - DURATION

This contract will remain in effect from December 1, 2000 through June 30, 2004.

ARTICLE III - DISCIPLINARY PROCEDURES

Disciplinary Actions will not be arbitrary or capricious. The District will strive to treat substitute employees in a fair and non-prejudicial manner following the guidelines of Administrative Bulletin 8010.

ARTICLE IV - NON-DISCRIMINATION/COMPLAINT PROCEDURE

The District shall not discriminate against, sexually harass, or harass any unit member on the basis of age, creed, race, ethnic background, marital or veteran status, national origin, disability, sexual orientation, religion, or membership in the Oakland School Employees Association Substitute Chapter/SEIU Local 790 or participation in its activities. The District shall comply with Federal and Sate Laws.

In the event that an employee feels he/she has been discriminated against, he/she may utilize the District's complaint procedure as outlined in Administrative Bulletins #7025.

ARTICLE V - ASSIGNMENT

The District will adhere to PERB Order #SF-CE-469 to include the following:

The District may use substitutes while unit positions are vacant for a maximum of sixty (60) calendar days plus a minimum of five (5) work days for in-house applicants and the disabled to apply.

ARTICLE VI - WAGES

Effective February 1, 2001 and continuing for the duration of this agreement, the substitute rate of pay shall be equal to the hourly rate of Step One of the appropriate ranges in the White-collar permanent bargaining unit (OUSD Schedule F for bargaining unit WC) or the Paraprofessional permanent bargaining unit (OUSD Schedule I

for bargaining unit IA). Any modification to the applicable ranges in Schedules F. or I will be reflected in the corresponding classifications on the substitute salary schedule, effective February 1, 2001 and for the duration of this agreement.

Appropriate range classifications for substitutes.

Classification	**Range**
Clerk	12
Clerk Typist	14
Intermediate Clerk Typist	18
Senior Clerk Typist	22
Attendance Clerk	23
Secretary	24
Noon Supervisor	12
School Security Officer	20

Instructional Assistant as appropriate on the K-12 paraprofessional salary schedule.

ARTICLE VII - SPECIAL SKILLS SUBSTITUTE POOL

1. The District agrees to establish special skills substitute pools consisting of employees possessing special skills as follows:
   a) Clerical/Accountants, at Range 16, Step D of the white collar salary schedule
   b) Campus Supervisors at Range 16, Step A of the white Collar salary schedule
   c) Special Education Instructional Assistants at Range 2, Step 1 of the K-12 paraprofessional salary schedule.

   The District will attempt to fill the special skills pool with 15 Clerical/Accountant positions, 10 School Security Officers, and 10 Special Education Instructional Assistants.

2. The employees in the pool shall be compensated pro rata on the basis of hours worked. Nothing in the Agreement shall prevent the District from assigning members of the pool to a higher or lower graded work.

3. To establish an initial special skills pool, the positions will be posted for a minimum of five (5) days during which time only current 790 substitutes may apply. All subsequent postings will be open to all applicants. The District retains the sole discretion to determine whether an employee possesses the requisite skills. The District shall provide the Union with a list of employees in the pool.

4. The District agrees that members of this pool shall not displace any permanent employee. Nothing in this Agreement shall prevent the District from positing or filling vacancies as they occur.

5. Employees in the pool are terminated at the discretion of the District.

6. Employees in the pool are eligible to apply at any time for any unit vacancy for which they possess the minimum qualifications.

ARTICLE VIII - SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

This Agreement contains the entire understanding, undertaking, and agreement of the District and Union. Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification must be reduced to writing and signed by both the Union and the District.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of August 2004.

FOR THE UNION

Mynette Theard, President
OSEA / SEIU Local 790

Bettie Reed-Smith, 1st Vice Pres.
OSEA / SEIU Local 790

Nely Obligacion, Chief Negotiator
OSEA / SEIU LOCAL 790

Iris LeBlanc, Business Rep.
OSEA / SEIU LOCAL 790

FOR THE DISTRICT

Randolph E. Ward, Ed.D.
State Administrator, OUSD

Rumi Ueno, Director
Labor Relations, OUSD

Alan Levinson
Chief Negotiator, OUSD