

Board Office Use: Legislative File Info.	
File ID Number	12-1231 <i>ER</i>
Introduction Date	10-24-12
Enactment Number	12-2610
Enactment Date	10-24-12 <i>lf</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

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## Memo

**To:** Board of Education *JM*  
**From:** Jacqueline Minor, General Counsel, Troy Christmas, Director, LMER  
**Meeting Date:** October 24, 2012  
**Subject:** OUSD-CSEA Oakland 1, 2010-2013 Tentative Agreement

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**Action Requested:** Adoption of Tentative Agreement for a successor agreement for the period of July 1, 2010 through June 30, 2013.

**Summary:** On July 27, 2011, the District and California School Employees Association (CSEA) Oakland 1, representing School Police Officers reached a Tentative Agreement for the period of July 1, 2010 through June 30, 2013.

**Recommendation:** Adoption of Tentative Agreement for a successor agreement for the period of July 1, 2010 through June 30, 2013.

**Fiscal Impact:** \$65,000, however, the District projects that savings realized from an overestimation of expenditures in 2011-12 and 2012-13 will more than offset the anticipated increases.

**Attachments:**

- AB 1200 letter of approval from County Office of Education dated September 19, 2012
- Tentative Agreement
- Revised Agreement



# Alameda County Office of Education

Sheila Jordan  
Superintendent

Damon Smith  
Associate Superintendent  
of Business

L. Karen Monroe  
Associate Superintendent  
of Education

## BOARD OF EDUCATION

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September 19, 2012

Ms. Jody London, President  
Board of Education  
Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606

RE: Tentative Agreement between the California School Employees Association – Oakland Chapter I, representing Permanent Police Officers (CSEA – Oakland Chapter I) and the Oakland Unified School District (the District) – July 1, 2010 through June 30, 2013

Dear President London:

We have reviewed the Public Disclosure of Collective Bargaining documents and the Tentative Agreement for the CSEA – Oakland Chapter I covering the period beginning July 1, 2010 and ending June 30, 2013. The Tentative Agreement is dated July 27, 2011. The completed Public Disclosure documents and Tentative Agreement were received by the County Office of Education Business Office on September 7, 2012. The Governing Board has not yet scheduled a date to take action on this Agreement. The purpose of our review is to determine whether this Agreement will have a material impact on the financial condition of the District in the current and subsequent two fiscal years.

In summary, the Agreement provides for:

- An annual uniform allowance of \$800 for each Police Officer,
- A five percent differential pay increase for each shift working on a motorcycle or with a canine,
- A quarterly dues contribution of \$150 per Police Officer, and
- Payment of all costs associated with the care of canines utilized by the District.

The District estimates that these provisions will increase expenditures by approximately \$65,000 in 2011-12 and 2012-13. The District projects that savings realized from an overestimation of expenditures in 2011-12 and 2012-13 will more than offset the anticipated increases.

Our analysis indicates that the District's savings realized appears reasonable for 2011-12. We do not have sufficient data to determine whether the District's

313 W. Winton Ave.  
Hayward, California  
94544-1136

(510) 887-0152

[www.acoe.org](http://www.acoe.org)



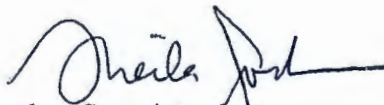
estimated savings for 2012-13 will materialize, however, the anticipated expenditures associated with the Agreement are immaterial to the overall budget.

The Agreement does not appear to contain any provisions that would materially impact the District's financial condition in the current or subsequent two fiscal years.

If any other agreements are made, please submit new Public Disclosure documents to our office 10 days prior to the date the Governing Board will take action.

If you have any questions or concerns regarding our review, please feel free to call me at (510) 670-4140 or Damon Smith at (510) 670-4270.

Sincerely,



Sheila Jordan, Superintendent  
Alameda County Office of Education

SJ:sm

cc: Board of Education, Oakland USD  
Tony Smith, Superintendent, Oakland USD  
Vernon Hal, Deputy Superintendent of Business and Operations, Oakland USD  
Kathleen Clow, Budget Director, Oakland USD  
Scott Hannan, School Fiscal Services Director, CDE  
Damon R. Smith, Associate Superintendent, ACOE  
Movetia Salter, Chief Human Resources Officer, ACOE  
Jeff Potter, Executive Director, ACOE  
Spencer Mead, Director, ACOE

**TENTATIVE AGREEMENT  
FOR JULY 1, 2010 -JUNE 30, 2013  
SUCCESSOR AGREEMENT**

**BETWEEN THE**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND THE OAKLAND UNIFIED SCHOOL DISTRICT**

**REPRESENTING  
POLICE OFFICERS**

**July 27, 2011**

**This Tentative Agreement provides for the following:**

**ARTICLE 1- RECOGNITION**

4. Removed: ~~The scope of representation shall be limited to matters relating to wages, hours of employment and terms and conditions of employment as described in Chapter 10.7, Division 4 of Title 1 of the Government Code.~~

**ARTICLE 2 –DEFINITION**

The addition was made to the definition of Police Officer to add: Police Officers shall not be subservient to any non-sworn district employee who does not meet the definition of police officer as defined by this contract unless directed by the Chief of Police.

**ARTICLE 5- SALARY COMPENSATION**

2. Uniform Allowance: The language was changed to state: There shall be a uniform allowance of \$800.00 annually per unit member.

4. Motorcycle Differential Pay: The language was changed to: Each officer that operates a motorcycle during his/her shift shall receive a 5% differential above the regular salary schedule for that shift.

7. Canine Officer: The language was added and states: Each officer that works with a canine during the course of the day shall receive a 5% differential pay. The department shall be responsible for all costs associated with the caring for the animal.

8. District Funded Dues: The language was added and states: a. Legal Defense Fund. The Legal Defense Fund and the Police Officers Research Association of California (PORAC) dues will be prepaid quarterly up to \$150.00 by the District for each Police Officer.

**ARTICLE 6- HOURS OF EMPLOYMENT**

2. b. Day Shift language was changed to state: 7:30 a.m. to 4:00 p.m. and Late Tactical Shift as 8:30 p.m. to 5:00 a.m.

c. The language was changed to state: Involuntary transfer shall be given a seven day advance notice prior to shift transfers.

3. b. Overtime language was changed to state: Officers shall be given a 10 work day advance notice for scheduled overtime assignments. Non-scheduled overtime assignments such as emergency situations or other significant events where advanced notice was not possible, shall not require advanced notice. Officers shall be informed of overtime assignments required during emergency situations or other significant events as soon as practicable. The definition of an emergency situation or an unforeseen significant event is any current or future incident with a significant potential to cause harm to District students or their families, District staff, District property or significantly disrupt District operations. Mutual aid requests by other law enforcement agencies shall also constitute an emergency situation.

**ARTICLE 7 – LEAVES**

- b. Vacation during Probation language was removed from the contract.
- g. Probation/Computation language was removed from the contract.

**ARTICLE 10 – RETIREMENT**

The Annuity Plan language was removed from the title of the section of the contract and all language regarding annuities was removed.

**ARTICLE 11 - LAYOFF** (attached)

Layoff language was added to the contract and is attached.

**ARTICLE 14- EVALUATION**

1. Language was added to Evaluation that states: Evaluations shall occur every two weeks during Field Training.

- A new evaluation form was developed (attached).

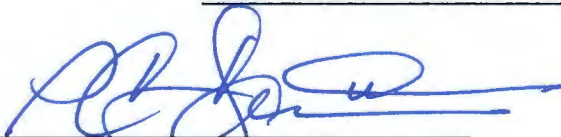
**ARTICLE 16 -DISCIPLINARY PROCEDURES FOR PERMANENT EMPLOYEES AND RULES FOR THE CONDUCT OF GRIEVANCE ARBITRATIONS AND DISCIPLINARY HEARINGS**

16. The language was changed to "...a grievance should be dismissed because it cannot be arbitrated..."


For Oakland Unified School District

For California School Employees Association

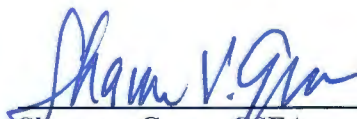
**SIGNATURES ON HAND WRITTEN TA SIGNED July 27, 2011**



Peter Sarna, Chief, OUSD PD




Ursula Reed, LMER, OUSD




Shawana Grace, CSEA



Gene Lombardi, Police Officer, OUSD PD

By:   
Jody London, President  
Board of Education

Date: 10/25/12

By:   
Edgar Rakestraw Jr., Secretary  
Board of Education

Date: 10/25/12

**ARTICLE 11 – LAYOFF**

A. Definitions

1. Layoff is defined as the termination of an employee's regular work assignment, 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. 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.

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 a employee working fewer months, days and hours, but must replace the least senior employee in that category. Any employee subject to layoff has the right to not less than forty-five (45) days prior notice.
2. In any case in which a volunteer, rather than the least senior employee, could be laid off, the District shall seek volunteers by posting the assignment for fifteen (15) work-days, provided that such posting may be done during the forty-five (45) day notice period. If no volunteers seek the assignment, the layoff shall stand.
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 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 and applies for a posted vacancy shall have preference by being treated as an internal candidate for any position for which he or she is qualified but has no 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 (3) workdays in which 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 (2) 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. 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.

E. Voluntary Demotion

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 the Human Resources Division.

F. Effects of Layoff

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

**OAKLAND SCHOOL POLICE  
DEPARTMENT  
PERFORMANCE APPRAISAL FORM**

Name of Officer/Employee (LAST Name, First) : \_\_\_\_\_

Serial No.: \_\_\_\_\_

Rank/Position: \_\_\_\_\_

Unit of Assignment: \_\_\_\_\_

Appraisal Period: From: \_\_\_\_\_ to: \_\_\_\_\_

Appraisal Completed by  Immediate Supervisor  Other: (Describe)

**Instructions**

Type of Performance Appraisal (Check Box):

**Annual**

**Probationary**

Indicate the performance appraisal interval:

Probationary member/employee following promotion/rehire:  
End of  3<sup>rd</sup> Month  5<sup>th</sup> Month

Probationary member including the time spent in field training:  
End of  5<sup>th</sup> Month  8<sup>th</sup> Month  11<sup>th</sup> Month

**RATINGS KEY**

**Exceeds Expectations**

The performance of an employee at this level consistently exceeds all of the job standards and performance expectations. The employee is performing at a level well beyond what is normally expected of the majority of employees with similar duties.

**Fully Effective**

An employee at this level consistently meets the established job standards and performance expectations. The results consistently achieved are those the Department would expect of employees in this position level.

**Improvement Needed**

Performance does not consistently meet the essential job standards and performance expectations of the position or is marginally acceptable. Development is needed to reach full effectiveness.

**Unacceptable**

Performance demonstrates an inability or unwillingness to meet job standards and performance expectations of the position. Immediate and sustained improvement is required.



**SECTION 1: ORGANIZATIONAL VALUES AND WORK HABITS**

1	<p><b>Name of member/employee:</b></p> <p><b>Attendance:</b> Reports for work regularly with a minimum number of absences (including sick and injured) and tardiness; gives notice when absence or tardiness is unavoidable; receives authorization when time off is needed; observes appropriate lunch and break schedules; submits justification for absences as required and/or requested.</p> <p><b>Standards:</b></p> <ul style="list-style-type: none"> <li>• Begins work at start of shift.</li> <li>• Notifies on duty supervisor or patrol desk of absences at least 3 hours before the normal reporting time if assigned to a 24 hour a day unit or at least 1 hour if assigned to other organizational units.</li> <li>• No inappropriate use of sick leave or tardiness.</li> <li>• Does not exceed scheduled time for lunch and breaks.</li> </ul> <p><b>Number of Hours/Days of Illness/Injury:</b></p> <p><b>Comments:</b></p>	<p>Select From the Following:</p>
2	<p><b>Use of Time:</b> Manages own time and uses appropriate work methods, techniques, and equipment to achieve the most effective and efficient result in the time available; is mutually respectful of the time and schedule of others; balances multiple priorities and focuses on desired outcome(s).</p> <p><b>Standards:</b></p> <ul style="list-style-type: none"> <li>• Handles work assignments in a timely manner; advises supervisor when and why assignments may require more time.</li> <li>• Prioritizes multiple tasks to achieve desired results.</li> <li>• Consistently uses time productively and engages in self-initiated activity.</li> <li>• Complies with Department policies regarding personal use of departmental phones, computers, or other equipment.</li> </ul> <p><b>Comments:</b></p>	<p>Select From the Following:</p>
3	<p><b>Teamwork and Collaboration:</b> Makes and sustains effective and productive relationships with other members of the organization and the public; is respectful of differing viewpoints; meets commitments to co-workers and/or team members.</p> <p><b>Standards:</b></p> <ul style="list-style-type: none"> <li>• Meets commitments to co-workers and team members at all times.</li> </ul>	<p>Select From the Following:</p>

**Name of member/employee:**

Does "fair share" of the work within the team. Willingly contributes points to time sensitive group efforts as they arise.

- Treats people with respect at all times. Allows for differing points of view. Is open to feedback and constructive criticism.
- Maintains clean and hazard free work area.
- Keeps supervisor informed of potential problems.

**Comments:**

**Customer Service:** Responds effectively, courteously, respectfully, and in a timely manner to the needs of a diverse set of internal and external customers; provides information and services in a clear, concise, thorough, accurate, and timely fashion.

**Standards:**

- Treats all citizens in a respectful and professional manner.
- Listens to all citizens' concerns to resolve problems without unnecessary referrals.
- Has a working knowledge of the Department's complaint process and provides information to private persons upon request.
- Responds to citizens' needs in a timely manner.

**Comments:**

**Accountability:** Follows through on assigned tasks; meets work deadlines or informs others in a timely fashion when/why a deadline cannot be met; makes responsible use of OUSD and Departmental resources (time and money).

**Standards:**

- Assumes responsibilities for all equipment, personnel, and situations under his/her control. Wears appropriate safety clothing/equipment at all times.
- Expends Departmental resources in a responsible and efficient manner (e.g., time, supplies, and money).
- Keeps supervisor informed about the status of assignments.
- Handles all assignments according to Departmental policies and procedures.
- Operates and maintains Department equipment (including

Select From the Following:

Select From the Following:

4

5

**Name of member/employee:**

vehicles) appropriately.

- Qualified with Departmental issued firearms in accordance with policy.
- Successfully completed all required training in accordance with policies and POST.

**Comments:**

**Adaptability and Problem Solving:** Adapts to organizational changes (e.g. technology, resources, and personnel); takes initiative in identifying the existence of a problem and takes appropriate steps to resolve it.

Select From the Following:

**Standards:**

- Takes advantage of opportunities to continuously improve skills and knowledge through offered training or other sources, including off-duty educational opportunities.
- Successfully undertakes and implements new work assignments as they arise.
- Adapts to organizational changes, which may include learning new skills and adjusting priorities.
- Completes assignments in a timely manner under adverse conditions and maintains an appropriate demeanor.
- Learns and implements new technologies, procedures, equipment etc., to perform work more efficiently, effectively and safely.

**Comments:**

**Professionalism and Ethics:** Maintains high professionalism, ethics, and standards. Develops working relationships based on honesty, trust, and respect. Establishes credibility with peers, subordinates, and community members.

Select From the Following:

**Standards:**

- Takes proper care of Departmental equipment.
- Follows all Departmental rules and regulations.
- Performs duties consistent with the Department's mission statement.

**Comments:**

Name of member/employee:

8

**Performance Management:** *(Complete for supervisory/management positions)* Sets clear expectations and communicates Department mission, goals, and policies; provides appropriate coaching and feedback; completes performance appraisals on time and consistent with the Department's performance appraisal system; follows through on staff enhancement plans or corrective action to improve overall employee performance.

**Standards:**

- Completes all Performance Appraisals within established timelines. Includes all relevant information to support ratings. Conducts appraisals in a fair and unbiased manner.
- Maintains documentation on all staff members and their accomplishments (positive and negative) throughout the year.
- Takes appropriate steps to ensure that all staff under his/her supervision are performing at a fully effective or higher level through feedback, coaching, training, discipline, etc.
- Conducts subordinate meetings in accordance with policies.

**Comments:**

Select From the Following:

**Required Review Comments:**

*(Complete for all personnel)* The following areas have been monitored in order to identify patterns of misconduct or improper behavior.

Indicate in the Comment boxes all incidents which occurred during the appraisal period.

- The nature and progress of all complaints and investigations have been reviewed. **NOTE:** The appraiser shall not comment on, or consider in the appraisal, complaints that the Department has determined to be unfounded, exonerated, or that are still pending.

Comment on sustained and not-sustained complaints only:

- Uses of force: Comment on whether the force was in/out of compliance:
- Arrests involving charges of Penal Code Sections 69, 148 and/or 243(b)(c); and

Comment:

- Vehicle collisions.

Comment: Indicate whether the incident was preventable or non-

Check the box and provide comments to include patterns and corrective action taken.

9

<b>Name of member/employee:</b>	
preventable.:	
<b>10</b>	<p><b><u>Supervisory Skill Assessment (Complete for Personnel in Supervisory Positions Only):</u></b></p> <p>Appraiser shall assess and comment on whether the supervisor acted to identify and address his/her subordinates' conduct in such areas as: patterns of misconduct, performance deficiencies, improper behavior, use force, sick leave, line-of-duty-injuries, and on-duty vehicle accidents</p> <p>Comment:</p>
<b>11</b>	<p><b><u>Collateral Duties:</u></b> <input type="checkbox"/> Yes <input type="checkbox"/> No: <b><u>If yes, complete below.</u></b></p> <p><u>List Duties:</u></p> <p>Document commentary from consultation with the unit supervisor:</p>
<b>12</b>	<p><b><u>Consultation with Former Supervisor(s):</u></b></p> <p><input type="checkbox"/> Not Applicable. I was your supervisor for the entire appraisal period.</p> <p><input type="checkbox"/> Document commentary from consultation with the previous supervisor: _____</p>

**SECTION 2: OVERALL APPRAISAL**

Describe the employee's overall performance. If the member/employee was transferred mid-appraisal cycle or had collateral duties, the current supervisor shall consult with the previous supervisor and consider as a part of this **OVERALL** appraisal.

<b>Comments:</b>	Select From the Following:
------------------	----------------------------

**SECTION 3: COMMENDATION RECOMMENDED**

If applicable, describe how the employee's performance was truly exceptional and worthy of consideration for commendation.

(Check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> Perfect Attendance Bar                 | <input type="checkbox"/> Perfect Driving Bar |
| <input type="checkbox"/> Outstanding Performance Evaluation Bar | <input type="checkbox"/> Advanced POST Bar   |
| <input type="checkbox"/> Meritorious Service award Bar          | <input type="checkbox"/> Good Conduct Bar    |

Comments:

#### **SECTION 4: DEVELOPMENT PLAN**

A development plan shall be completed for each and every appraisal area that is rated as "Needs Improvement" or "Unacceptable." Describe the development plan or attach the Performance Deficiency Notice that addresses and corrects the deficiencies to bring the member/employee up to the level of "Fully Effective."

Comments: **See attached, if applicable**

#### **SECTION 5: COMMUNICATING GOALS AND EXPECTATIONS**

Establishing or revising a new performance plan for the **NEXT** performance appraisal period:  
(Check to indicate completed)

- New plan discussed.
- Goals are linked to OUSD and Department goals.

**GOALS AND EXPECTATIONS:**



**AGREEMENT**

**Between the**

**OAKLAND UNIFIED SCHOOL DISTRICT**

**and the**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
OAKLAND 1**

**Representing**

**POLICE OFFICERS**

**For the Period**

**July 1, 2010 - June 30, 2013**

**OAKLAND UNIFIED SCHOOL DISTRICT  
1025 Second Avenue  
Oakland, California 94606**



# OAKLAND UNIFIED SCHOOL DISTRICT

## BOARD OF EDUCATION

Gary Yee, President  
Christopher Dobbins  
Jody London  
David Kakishiba  
Jumoke Hinton-Hodge  
Noel Gallo  
Alice Spearman

## SUPERINTENDENT

Anthony C. Smith, Ph.D.

## NEGOTIATING TEAMS

### FOR THE DISTRICT

Ursula Reed  
Peter Sarna

### FOR THE UNION

Shawana Grace  
Gene Lombardi

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## **ARTICLE 1 – RECOGNITION**

1. The California School Employees Association, and its Chapter 1, is recognized as the exclusive representative for those employees covered by this Agreement known as Police Officers.
2. Positions in the general classification of Police Officer, except for those lawfully exempt as management, confidential or supervisory employees, shall be assigned to the bargaining unit. This Agreement shall apply only to employees in this specific unit.
3. In the event that California School Employees Association organizes employees in non-related classifications and is recognized by the District as the exclusive representative for such employees, said employees in non-related classifications shall not be included in Police Officers' Unit designated in paragraph 1. of this article.

## **ARTICLE 2 - DEFINITIONS**

1. **District** is defined as the Board of Education of the Oakland Unified School District, the Superintendent of Schools, or the designated representative of the Superintendent.
2. **California School Employees Association** and its Chapter 1 are defined as the exclusive representative and are hereinafter referred to as the Association.
3. **Regular Employees** are defined as employees covered by this Agreement with probationary status, permanent status, full-time assignment, or part-time assignment.
4. **Probationary Employees** are defined as unit members who have not completed the required probationary period of employment. The probationary period for new employees shall be (1) one year of service following the completion of a post certified police academy. In the event an employee is absent from service (on unpaid leave), the probationary period shall be extended on a day to day basis for each day of absence.
5. **Permanent Employees** are defined as employees who have completed the required probationary period in assigned classification.
6. **Full-Time Employees** are defined as classified employees who regularly work the maximum number of straight-time hours per day for the classification in which employed.

7. **Police Officer** is defined in accordance with Penal Code Section 830.32 and Education Code Section 39670. Police Officers shall not be subservient to any non-sworn district employee who does not meet the definition of police officer as defined by this contract unless directed by the Chief of Police.
  
8. **Immediate Family** is defined as mother, father, grandmother, grandfather, or grandchild of employee or spouse of employee, son, son-in-law, daughter, daughter-in-law, brother or sister of employee, or a relative or domestic partner \* living in the immediate household of employee.  
\* Under the provisions of California Family Code section 297.

### **ARTICLE 3 - NON-DISCRIMINATION**

The Association and District agree that they shall not discriminate against an employee covered by this agreement on any basis prohibited by the state or federal regulations.

### **ARTICLE 4 - DISTRICT RIGHTS**

Except as limited by the specified and express terms of this Agreement, the District retains the exclusive right to manage the school district including, but not limiting, its rights to determine the methods, means and personnel by which the District operations are to be conducted; and to determine the missions and functions of each of its departments, sites, facilities and operating units, set standards of service to be offered to the public; and to administer the personnel system, classify positions, and or delete positions or classes to or from the salary plan, establish standards for employment, take disciplinary action for just cause, to schedule work and relieve its employees from duty because of lack of work or other legitimate reasons. The District further reserves the right to take whatever action may be necessary in an emergency situation.

**ARTICLE 5 - SALARY COMPENSATION**

1. **Longevity Pay**

A member of this unit, for continuous service with the Oakland Unified School District shall, if employed on a regular basis for the time periods indicated below, be entitled to longevity pay during periods of regular assignment as follows:

<u>After years of Continuous Service</u>	<u>Amount Per Month</u>
5 years	\$15.00
10 years	20.00
15 years	25.00
20 years	30.00
25 years	35.00

The anniversary date for determining the amount of longevity pay due an employee shall be the first of the month following the completion of the above full years of continuous service since date of probationary employment. Periods of short-term, exempt, and/or substitute employment shall not be counted toward longevity pay entitlement.

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.

2. **Uniform Allowance**

There shall be a uniform allowance of \$800.00 annually per unit member.

3. **Educational Incentive**

Educational incentive pay shall be paid at the following rates:

- 4% for Intermediate Post Certificate
- 6% for Advance Post Certificate

4. **Motorcycle Differential Pay**

Each officer that operates a motorcycle during his/her shift shall receive a 5% differential above the regular salary schedule for that shift

5. **Field Training Pay**

(2) Two hours of overtime pay shall be paid for each day that a certified field training officer trains a new or lateral Police Officer Trainee.

6. **Background Investigator Pay**

(20) Twenty hours of overtime pay shall be paid to any certified background investigator police officer for each background investigation assigned.

7. **Canine Officer**

Each officer that works with a canine during the course of the day shall receive a 5% differential pay. The department shall be responsible for all costs associated with the caring for the animal.

8. **District Funded Dues**

a. Legal Defense Fund

The Legal Defense Fund will be prepaid quarterly by the District for each officer

b. PORAC (Police Officers Research Association of California) dues will be prepaid quarterly by the District for each officer.

The District Funded dues are not to exceed \$100.00 per officer per quarter.

## ARTICLE 6 - HOURS OF EMPLOYMENT

1. The standard workday shall be 8 1/2 hours per day; 5 days per week.
2.
  - a. Shifts are 8 1/2 hours including one half hour of lineup pay per shift at the overtime rate.
  - b. Shift hours shall start between the following time structures

Day Shift A	7:30 a.m. -to- 4:00 p.m.
Day Shift B	9:30 a.m. -to- 6:00 p.m.
Late Tactical Shift	8:30 p.m. -to- 5:00 a.m.

- c. The District has the right to assign individual unit employees, as it deems necessary within the time structures specified in 2. b. above. Involuntary transfer shall be given a seven day advance notice prior to shift transfers.
    - d. Bidding for shifts shall occur on an annual basis at a time determined by the Chief of Police Services. Shift selection will be in order of seniority with the senior officer having the first choice.

Subsequent to the regular annual bidding process for shifts, should it be determined by management that a vacant shift is to be filled, the vacant shift shall be offered to the most senior officer with re-bidding occurring by seniority by the remaining officers not previously contracted.

Assignment to unbid vacancies shall occur by reverse seniority.

### 3. Overtime

- a. Overtime is time required to be worked in excess of the normal full-time workday or work week for the job. Overtime shall be paid at 1-1/2 times the straight rate of pay of the employee designated and authorized to work. Full-time employees who work beyond the full-time week shall receive overtime for such time worked.
- b. Officers shall be given a two-week advance notice for scheduled overtime assignments. Non-scheduled overtime assignments such as emergency situations or other significant events where advanced notice was not possible, shall not require advanced notice. Officers shall be informed of overtime assignments required during emergency situations or other significant events as soon as practicable. The definition of an emergency situation or an unforeseen significant event is any current or future incident with a significant potential to cause harm to District students or their families, District staff, District property or significantly disrupt



District operations. Mutual aid requests by other law enforcement agencies shall also constitute an emergency situation.

c. Overtime will be assigned when the needs of the District require it. The District retains the sole discretion to determine when overtime is necessary and retains the right to determine the numbers and grades of employees to be assigned. It is understood by the parties that the performance of assigned overtime is a condition of employment.

d. The refusal of an employee to perform overtime assignments may result in disciplinary action against the employee.

e. Unit members shall have the option of receiving either payment or compensatory time off for overtime worked as follows:

(1) Upon written request, an employee may receive a temporary exemption from the requirement to work overtime for documented, legitimate medical reasons, preplanned personal activities scheduled for non-duty hours and for other legitimate personal hardships. Manpower and staffing requirements permitting, such exemptions shall be granted.

(2) Employees on a scheduled day off or on approved leave shall not be required to work overtime during such periods, unless operational and manpower requirements during an emergency so dictate. Such free time will begin at the conclusion of the employee's last scheduled shift and continue until the start of the next scheduled shift.

f. Based upon the needs of the District, overtime assignments will be made on a fair and equitable basis.

g. Employees will receive notice of other overtime assignments as far in advance as practicable. When it is necessary to assign overtime, the District agrees to first solicit from among volunteers qualified to perform the overtime assignment. The District retains sole discretion to determine the qualifications necessary to perform a particular overtime assignment. In the event there are an insufficient number of volunteers to staff a particular overtime assignment, the District shall assign qualified unit members to perform the work. Volunteers shall be solicited by seniority on a rotating basis. If sufficient volunteers are not available, the overtime will be assigned to the least senior employees on a rotating basis, without regard for the overtime assignment.

h. The District shall notify employees of overtime assignment needs thirty (30) days in advance for "calendar" activities defined as major sports events, and board meetings.

- i. Overtime may only be performed upon assignment by a supervisor/department head authorized to make such assignment.
- j. Employees shall have the option of receiving either payment or compensatory time off for overtime worked in accordance with the provisions of the Fair Labor Standards Act, 29 U.S.C. 207 (o), and other applicable regulations under Title 29, Code of Federal Regulations.

The parties agree to meet at a mutually convenient time and place to bargain over compensatory time issues not provided for herein. Compensatory time off may be accelerated to a maximum of 120 hours.

Requests to use accrued compensatory time shall be honored within a reasonable period of time, unless to do so would unduly disrupt the District's operations. Accrued, unused compensatory time may be carried over from one fiscal year to the next up to a maximum of one hundred and twenty (120) hours. At the end of each fiscal year, accrued, unused compensatory time may be cashed out up to a maximum of forty (40) hours. Under conditions stated above, compensatory time may be requested and taken in two-hour increments at the beginning and end of the employee's assigned shift.

- k. **Call Back/Call In** - A regular, full-time employee, who has completed his/her normal work day and is called back from home to work, or is called in on a day that the employee is not scheduled to work, shall upon reporting for duty be paid not less than a minimum of four hours' work. When an employee is called in before the regular starting time, or works beyond the end of the normal shift, such minimum shall not apply.
- l. Cancellation of Scheduled Overtime work shall be made by the District at least (4) hours before the start of the assigned overtime
  - 1. If an officer has been scheduled to work overtime in the place of another absent officer, the District will provide not less than two (2) hours overtime pay to the scheduled replacement officer if cancellation of such overtime is not made within four (4) hours of the beginning of the scheduled duty.

**m. EMERGENCY CALL OUT DUTY**

- a. On a one week rotating basis unit members shall be responsible for Emergency Call Out Duty. Officers are to be called out in emergency situations only. Officers shall be called out by an appropriate and authorized District Supervisor. The responsibility of the called out officer shall only include those duties that are contained in the school police officers job description (i.e. protection of the building and grounds people etc.).

- b. Compensation – Officers on emergency call-out duty shall receive (5) five hours overtime pay for the duty. Additionally, a minimum of (5) five hours overtime shall be paid for each day an officer is called out. If on any single day call-out exceeds (5) five hours, actual time spent shall be paid on an overtime basis.

**ARTICLE 7 - LEAVES**

**1. Holidays**

- a. Regular employees who qualify shall receive the following paid holidays:

New Year' s Day Martin Luther King JR's (declared Birthday) In Lieu of Lincoln's Birthday Presidents' Day Memorial Day Independence Day Labor Day	Veterans' Day Thanksgiving Day Friday after Thanksgiving Christmas Eve Christmas Day New Year's Eve Cesar Chavez Day
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- b. The holiday will be considered the day the District designates for celebration on its calendar.
- c. When the holiday occurs on a Saturday, the proceeding Friday shall be deemed the holiday. When the holiday occurs on a Sunday, the succeeding Monday shall be deemed the holiday.
- d. A regular employee shall be entitled to the above paid holidays provided that he/she is in a paid status during any portion of the workday preceding or succeeding the holiday.
- e. Holidays occurring during an employee's unpaid leave of absence shall be without pay.
- f. An employee who is required to work on any of the above holidays shall be paid time and one-half for each hour worked on said holiday in addition to the employee's regular salary.
- g. The District will determine the number of employees needed to staff any of the above holidays. Subject to staffing and manpower requirements, employees may submit a written request to take either the day before or the day after the above listed holidays as the holiday. If such requests are granted the holiday shall be treated as a normal work day for purposes of computing pay. If the District cannot accommodate all

requests for leave on the day before or after a holiday, leave shall be granted based upon seniority.

2. **Vacations**

- a. **Eligibility** - Regular employees who have completed six or more full, consecutive months of employment, are eligible for vacation periods without loss of pay or benefits, provided they have been in regular, paid status at least one-half of the working days in each month.

<u>After Years or Continuous Service</u>	<u>Vacation Benefits</u>
1	10 days
4	15 days
7	17.5 days
10	20 days
13	22.5 days
25	25 days

- b. **Scheduling** - Vacations shall be scheduled through a bidding process based upon seniority. This shall be accomplished prior to July 1st of each year. Once a vacation schedule has been approved, it may be changed only at the request of the employee. Any requested change in vacation scheduling shall be done at least ten (10) days in advance of the anticipated vacation. The employee shall be informed at least one week prior to the day upon which the vacation is to commence whether or not the change has been approved. Such request shall be considered subject to staffing requirements. Requests shall be approved in a fair and consistent manner.
- c. **Accumulation** - Employees will be permitted to accumulate up to a maximum of 30 days of vacation which may be carried over from year to year. Vacation credit in excess of the permitted accrual, as a result of the District's having prevented the employee from taking earned vacation, shall be paid in cash after the end of the calendar year.
- d. **Illness During Vacation** - Regular employees who are ill during a paid vacation leave may present, upon return to duty a statement from a Health Care Professional which verifies dates of the illness. This time may be charged against accrued sick leave instead of vacation. The request shall be submitted in writing to supervisor/department head/administrator within two working days following the employees' return to duty. Vacation which is thereby re-credited to the employee, may then be rescheduled later by the appropriate administrator.

- e. **Separation** - Upon separation (resignation, retirement, discharge, layoff, extended leave of absence, etc.), the following provisions shall apply to regular employees with six or more calendar months of full, consecutive employment: such employees shall be entitled to cash-in-lieu vacation payment for vacation earned but not taken as the date of termination of a prorated basis. Employees who have received full vacation for the fiscal year in which termination occurs shall be the last day worked or, if ill, the last paid day. Amount of vacation due shall be based upon the number of months in which the employee was paid for at least one-half the working days between the previous July 1 and the termination date.

3. **Sick Leave**

Regular employees who are absent from work because of illness or injury shall be entitled to use sick leave pay subject to the terms and conditions noted below:

- a. Sick leave is available to employees, at the rate of one workday of sick leave for each calendar month of employment: Sick leave shall be earned or credited only if the employee is in regular paid status for one-half or more of the workdays in the calendar month.
- b. Employees, who have been in regular paid status for less than six full calendar months shall be limited to no more than six days of sick leave. 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.
- c. Overtime and extra time shall not count toward sick leave earned or credited.
- d. Employees who have been in regular paid status for six full calendar months shall have the appropriate amount of sick leave credited to their account for the remainder of the fiscal year. Such credit shall include used sick leave from the first six months in regular paid status.
- e. Payment for sick leave shall be at the rate which employee would have received if he/she had worked during the period of sick leave.
- f. Sick leave is charged in one-quarter hour increments.
- g. Doctor or dentist appointments may be charged to sick leave.
- h. An absence due to personal illness or injury which exceeds four days shall be supported by a written statement of a licensed physician giving reason

for absence, first and last day of disability and date employee is able to return to duty. A physician's statement shall be submitted for absences of shorter duration if required by the appropriate site administrator.

- i. Sick leave shall not be used during periods of layoff or leaves of absence.
- j. 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 workers compensation benefits do not exceed the employee's salary at the time of injury.
- k. Employees who terminate from the employment of the District after using more sick leave than they have earned shall have the excess sick leave used deducted from their final pay warrant.
- l. An employee who is going to be absent on sick leave shall notify the senior officer on duty of his/her intent to be absent. Such notice shall be made not later than one hour prior to the beginning of the absent employee's shift. Failure to notify in accordance with this provision may result in disciplinary action, including loss of pay for the day of absence.
- m. Employees absent on sick leave shall inform their supervisor that they are returning to work one hour before doing so. If an employee fails to so notify the supervisor before returning, the employee shall be placed on leave without pay for that day at the discretion of the District.
- n. 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.
- o. Employees shall not undertake any form of employment while on sick leave.
- p. 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.
- q. Employees with more than six full calendar months in regular paid status may use vacation time for absences due to illness or injury after exhaustion of sick leave.
- r. Employees with six full calendar months or more of service who have exhausted sick leave and vacation leave during an absence due to illness or injury may use extended sick leave, subject to the provisions noted in that section.

- s. An employee who exhausts all paid leave during an absence due to injury or illness shall be placed on a reemployment list for a period of 39 months. At any time during the 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 reemployment in the classification.
- t. Reemployment 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 reemployment list shall be based on length of service as defined by the Education Code.
- u. Sick leave is not earned during extended sick leave.

4. **Extended Sick Leave**

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:

- a. Benefits under this section may only be used after accrued sick leave, occupational leave, vacation, and other paid leaves have been exhausted and a five consecutive working day waiting period without pay has elapsed for each absence.
- b. 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.
- c. An employee must have been in a paid status for at least one workday in fiscal year before qualifying for credit for extended sick leave for that year.
- d. The number of days of extended sick leave used under this section will not exceed 100 days in any given fiscal year or for any given illness or injury.

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

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

- a. Death or illness, of a member of the employee's immediate family, which requires the immediate attention of the employee during assigned hours of service.
- b. Accident involving the employee's person or property, or the person or property of a member of the immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- d. Three days may be used to observe established religious holidays according to personal convictions. In order for it to be considered a religious holiday, there must be an established observance during the day that would conflict with the employee's regular workday.
- e. Five days may be used for paternity leave.
- f. With the prior approval of the Superintendent or designee, up to one day per year may be used to attend the funeral of a close, personal friend.

6. **Occupational Leave**

An employee, who is absent from duty because of illness or injury resulting from an accident or condition qualifying under worker's compensation insurance, shall be granted an occupational leave.

**Specific Conditions** - Eligible employees shall be granted occupational leave subject to the following conditions:

- a. Allowable occupational leave shall not exceed 60 working days in any one fiscal year for the same accident.
- b. Allowable leave shall not be cumulative from year to year.
- c. Occupational leave shall commence on the first day of absence and continue for a period certified by the physician that employee is disabled because of the work-related injury or illness, or for a maximum of 60 working days, whichever occurs first.
- d. Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation program, exceed the normal wage for the day.



- e. Occupational leave will be reduced by one day for each day of absence regardless of compensation award made under the worker's compensation program.
- f. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled, for the same illness or injury, to only the amount remaining at the end of the fiscal year in which the injury or illness occurred.
- g. When entitlement to occupational leave has been exhausted, entitlement to other sick leave will be used. However, if employee is receiving worker's compensation, he/she shall be entitled to use only so much of the accumulated or available sick leave, vacation, or other available leave which, when added to the worker's compensation award, provides a full day's wage or salary.
- h. Periods of absence for occupational leave shall not be considered a discontinuation in service of the employee.
- i. Employees on occupational leave shall endorse to the District any wage loss benefit checks received under the worker's compensation program. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- j. In the event an employee is not medically able to assume the duties of his/her position when all available paid leaves of absence have been exhausted, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 39 months.
- k. Employees who receive benefits under the worker's compensation program shall, during periods of injury or illness, remain within the State of California unless the Superintendent or designee authorizes travel beyond the State.

7. **Pregnancy Leave**

- a. A leave shall be granted to employees for a period of three weeks prior to and three weeks following confinement of a normal pregnancy. During this period of time, employees may use accrued sick, vacation, or extended illness leave.
- b. In the event the pregnancy is abnormal, additional pregnancy leave may be granted for any period as certified by the employee's physician,

provided: She has an abnormal and involuntary complication of pregnancy.

- c. All requests for pregnancy leave, shall be submitted by the employee with an accompanying physician's certification confirming the anticipated date of delivery.
- d. Requests for additional leave resulting from complications after delivery shall require physician's certification as to disability, the fact that employee will be precluded from ability to work, and the anticipated length of absence.
- e. During the pregnancy leave, the District shall continue to provide benefits for health, dental and life insurance.
- f. Prior to returning from leave, the employee shall provide a physician's statement certifying that she is able to return to duty.
- g. The District reserves the right of medical review.
- h. During an abnormal pregnancy leave or post-natal disability leave, the employee shall submit a physician's statement confirming the disability upon request
- i. A pregnant employee, after consultation with her physician, shall be entitled to temporary modified duty or a temporary reassignment to other available work in the unit for which she is qualified, to protect her health and that of her unborn child. The District may request written medical certification of the nature of the limitations which are recommended by the employee's physician. The District shall adhere to its policy of non-discrimination.

8. **Maternity, Paternity & Adoption Leave**

- a. **Maternity** - An employee may request an unpaid leave prior to and following pregnancy leave to a maximum total period of one year.
- b. **Paternity/Adoption** - An employee whose spouse is pregnant, or an employee who is involved in adoption of a child, may request a leave without pay for a period of a maximum of one year.
- c. Any leave authorized under provisions of this section will run concurrently with any leave authorized under provision of Family Care and Medical Leave.

9. **Military Leave**

The District shall abide by the provision of the applicable State and Federal Laws.

10. **Funeral Leave**

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 and attend the funeral. Time off will not exceed three regularly scheduled workdays or a maximum of five workdays if out-of-state travel is required. If out-of-state travel is required, the employee shall provide a copy of the death certificate (or obituary notice, funeral notice, or other proof of death), proof of the relationship, and proof of travel.

11. **Jury Duty**

- a. Regular employees shall be granted leave for jury duty when the employee does not request exemption. Salary shall be paid to the amount of difference between the employee's regular earning and the sum received by the employee as juror's fee (any court paid jury-duty expenses such as transportation, parking, meals, etc. may be retained by the employee). To receive reimbursement from the District, the employee shall submit certificate of jury service and the endorsed juror fee check or money order to the District's Payroll Office.
- b. Employees scheduled to report for jury duty two or more hours beyond the beginning of the normal workday shall report to work prior to reporting for jury duty.

12. **Court Appearance**

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 pays to the District any witness fees received. Such leave shall be for a maximum of six workdays. 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".

13. **Personal Leave**

A maximum of five days of personal leave without loss of pay per fiscal year shall be granted to each employee with six full calendar months or more of active service for important personal business. The use of this leave shall be subject to the following conditions:

- a. Requests for use of personal leave shall be made in writing at least three days 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 a situation, which prevented advance notice.
- b. Personal leave may be used to extend holiday or vacation leaves.
- c. The District shall determine how many employees may be off for personal reasons on any given day.
- d. Such leave shall be used one day at a time or consecutively.

14. **Leave of Absence Without Pay**

A leave of absence without pay is defined as an approved absence from service for a prescribed period of time. The following leaves of absence without pay may be granted to employees with permanent status for valid reasons:

- a. A leave of absence for a period less than 30 working days may be granted by the Superintendent or Superintendent's designee, and shall not involve loss of position.
- b. A leave of absence in excess of 30 working days, but not more than one full calendar year, may be granted with approval of the Board of Education to permanent employees with three or more years of service. Such leave is granted with the understanding that there will be no guarantee of return to the position held at the time the leave was granted. Upon expiration of the leave, the employee will be given consideration when vacancies occur in the employee classification other classifications for which the employee may qualify. During leave of absence from a full calendar month or longer, employees receive no District contributions to insurance plans.
- c. General Conditions - Employees who violate the terms and conditions of the written permission for a leave of absence, or who fail to report ready for work when the leave expires, shall be subject to immediate discharge. A leave of absence may be revoked by the Superintendent or Superintendent's designee when determined it is in the best interest of the District.

Employees do not accrue sick leave, vacation or other benefits during the periods of absence. A decision to grant or deny or revoke a leave of absence without pay or an extension thereof shall be final and conclusive.

- d. Return from Leave - Permanent employees, upon return to duty from an approved leave without pay, shall be entitled to all previously unused accumulated sick leave benefits.
- e. Other Than Approved Leave - Employees absent from work for other than a previously approved leave are required to notify their immediate supervisors of the reason for absence and the expected time of return. Employees who fail to notify their supervisors prior to the beginning of the scheduled work day of their anticipated absence shall not be paid for any time prior to the notification of that day of absence.

15. **Non-Patrol Assignments**

An officer injured while on duty may request temporary modification of his/her working conditions in the unit or a temporary reassignment to other available work in the unit for which he or she is qualified. Where such non-patrol duty is requested, the District agrees to consider such request. The District may request written medical certification of the nature of the limitations, which are recommended by the employee's physician. The District shall adhere to its policy of non-discrimination.

16. **Family Care and Medical Leave**

It is the intent of this provision to be consistent with Government Code, section 1295.2 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 than 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 operation 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 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 at 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).

## **ARTICLE 8 - HEALTH AND SAFETY CONDITIONS**

1. Employees shall report unsafe or potentially unsafe working conditions observed during performance of their normal duties to their immediate supervisor/department head.
2. A joint labor-management safety committee consisting of two (2) bargaining unit representatives chosen by the CSEA President and two (2) District representatives shall meet regularly, but no less than four (4) times each year to discuss safety issues. Either party may raise any safety issue at such meetings.
3. No vehicle in service shall have more than 70,000 miles.

## **ARTICLE 9 HEALTH AND WELFARE BENEFITS**

1. **Health and Dental Insurance Programs**
  - a. **Eligibility** - Employees who sign up for health and dental insurance coverage upon employment are eligible for benefits from the health and dental plans on the first of the month following six full, calendar months of paid service with the District. Employees who do not sign up at the time of employment may enroll during the open enrollment period in September of each year.
  - b. **Health and Dental Insurance Plans**

Full-time employees and their eligible dependents may be covered by a dental insurance plan and two types of group health plans. Each employee may select coverage for the employee and eligible dependents under a Kaiser Foundation or District health plan, and the District dental plan.



2. **Life Insurance**

A fully paid life insurance policy of \$25,000 is provided for full-time. This insurance covers the life of the employee only (not the family), and carries a double indemnity clause for accidental death.

3. **Long-Term Disability**

Employees with six or more full, calendar months of service who are hired or rehired after the date of execution of the Agreement, shall be eligible for two years of benefits under the District's Long-term Disability Plan. Current employees retain existing benefits.

Disability coverage is available to an employee with six or more full, calendar months of service who is unable to perform his/her duties due to physical or mental disability. Such disability becomes effective 60 days after the first day missed or upon expiration of sick leave and all other full paid leaves, whichever comes first. Monthly benefit is two-thirds of the first \$1,000 of basic pay, plus one-third of additional basic pay to a maximum of \$1,000 per month total benefit.

**ARTICLE 10 - RETIREMENT**

1. **Public Employees Retirement System**

The District agrees to provide employees with PERS safety retirement (2% at 50).

The District will not be the cause of any unreasonable delays in the process and upon request the district will advise the Union of the implementation. The District agrees to provide employees with PERS Safety Officer Retirement, 2% at 50.

**ARTICLE 11 – LAYOFF**

A. **Definitions**

1. **Layoff** is defined as the termination of an employee's regular work assignment, 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. 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.

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 a employee working fewer months, days and hours, but must replace the least senior employee in that category. Any employee subject to layoff has the right to not less than forty-five (45) days prior notice.
2. In any case in which a volunteer, rather than the least senior employee, could be laid off, the District shall seek volunteers by posting the assignment for fifteen (15) work-days, provided that such posting may be done during the forty-five (45) day notice period. If no volunteers seek the assignment, the layoff shall stand.
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 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 and applies for a posted vacancy shall have preference by being treated as an internal candidate for any position for which he or she is qualified but has no 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 (3) workdays in which 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 employee 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 (2) 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. 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 employees all alternatives for the purpose of allowing the employee to make the most informed decision possible.

**E. Voluntary Demotion**

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. A employee wishing a voluntary demotion shall request such demotion in writing to the Human Resources Division.

**F. Effects of Layoff**

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

**ARTICLE 12 - SENIORITY LIST**

- A. The District will maintain in the Human Resources Division a seniority list for review by the employees. If explanation is needed by the employee, an appointment will be scheduled at a mutually acceptable time.
- 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 in a reasonable period of time. The seniority list will be prepared on a quarterly basis. It will be available both on an alphabetical basis and on a time in classification basis.

**ARTICLE 13 - 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 (1) year shall be placed on the salary range and step that the employee held at the time of leaving the District.

## **ARTICLE 14 EVALUATION**

1. Employees shall be evaluated by the appropriate supervisor/department head/administrator. Evaluation conferences shall be held and reports submitted a minimum of four times during the employee's probationary period following the Academy; however, failure to comply shall not affect the District's right to suspend or discharge the employee. Permanent employees shall receive written evaluations a minimum of once yearly. Employees transferred, promoted and/or reclassified shall receive a written evaluation within six months by the appropriated administrator. Evaluations shall occur every two weeks during Field Training.

Employees who wish to respond to an evaluation shall submit a letter of rebuttal within ten workdays from receipt of the evaluation. Permanent employees who wish to file a rebuttal to an unsatisfactory evaluation shall so indicate on the evaluation form. (Appendix B)

2. **Staff Development and Training**

The District and the union agree that the training and development of Officers is a matter of significant importance. In conjunction with this concept, the District, within budgetary limitations, will make available to employees the training the District determines is necessary for the performance of the Officer's assigned duties. The District will consider unit employee requests to attend job-related or P.O.S.T. participating training courses. Every unit employee shall be entitled to one (1) day per year for up-date and advance training.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

This Article provides procedures for consideration of grievances as they relate solely to contract disputes, and as they relate specifically to items contained in the existing contract.

An employee of the District may present grievances relating to a contract dispute to the employer, and have such grievances resolved without intervention of the exclusive representative.

1. **Definitions**

- a. **Grievance** is defined as an alleged violation of this agreement.
- b. **Grievant** is defined as a District employee of this unit, or CSEA who is filing a grievance.

- c. **Employee** is defined as an employee covered by the terms this agreement.
- d. **Conferee** is defined as another District employee or CSEA representative who, at the invitation of the grievant, participates in the grievance procedure.
- e. **Immediate Supervisor** is defined as the administrator with immediate jurisdiction over the employee who is filing the grievance.
- f. **Day** is defined as any day in which central administrative offices of the District are open for business.

2. **Informal Grievance** - An employee who believes he/she has a grievance is required to present the problem orally to the immediate administrator within 20 days after the employee knew or reasonable should have known of the circumstances which form the basis of the grievance. The immediate administrator shall schedule at least one private conference with employee, and every effort should be made to resolve the matter within five (5) days from the date on which grievance was presented. The final determination at this stage is an oral resolution of the problem between employee and immediate administrator.

3. **Formal Grievance, Level I** - A grievance not resolved at the informal level may be presented for formal Level I consideration by the employee to the immediate administrator within 10 days after receipt of the informal decision, following the directions as specified in General Provisions, item 6.a. Continued discussion between employee and immediate administrator shall respond in writing by certified mail to the grievant's address of record, indicating the decision and supporting reasons.

4. **Formal Grievance Level II** - A grievance not resolved at Level I may be presented for Level II consideration by employee to the Superintendent within 10 days after receipt of the Level I decision, following the directions specified in General Provisions, Item 6.a. The Superintendent or Superintendent's designee shall review and investigate the matter; may engage in a conference with the employee; and shall respond in writing by certified mail to the grievant's address of record within 10 days after receipt of grievance, indicating the decision and supporting reasons.

5. **Binding Arbitration, Level III** - A grievance not resolved at Level II may be presented for Level III consideration by employee to the Superintendent within 10 days after receipt of the Level II decision, following the directions specified in General Provisions, Item 6.a.

The Superintendent or Superintendent's designee shall request the California Conciliation Service to supply a list of five arbitrators. The arbitrator shall be selected

by allowing each party, in turn, to strike out one name until one name remains. Determination of the party to strike first shall be by lot.

**Costs of Arbitrator** shall be borne equally by District and grievant in payment for services and expenses of the arbitrator.

**Powers and Limitations of Arbitrator** - The functions of the arbitrator shall be to hold a hearing concerning the grievance; to render a binding decision.

The arbitrator shall have no power to alter, amend, change, add too, or subtract from any of the terms of this Agreement; but shall determine solely whether or not there has been a violation, misinterpretation, or misapplication of this Agreement as alleged by grievant.

The arbitrator shall determine disputed interpretation of terms actually found in the Agreement, or determine disputed facts upon which application of the Agreement depends. The arbitrator may not decide an issue not submitted, and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties, as determined by generally accepted rules of contract construction. The arbitrator shall not render a decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable, but shall base the decision solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.

The arbitrator shall have no power to render an award in a grievance arising before or after the effective dates of this Agreement.

6. **General Provisions** - Provisions in this Article shall not preclude administrative responsibility and authority for implementing District policies and operating schools.

- a. District grievance forms shall be used for processing all grievances. Each written statement of grievance shall bear the signature and signature date of grievant and the following information:

Description of specific grounds on which grievance is based, including names, dates, places, and other information necessary for complete understanding;

Listings of provisions of the contract alleged to have been violated or misapplied;

List of reasons as to why the decision provided at the prior level is unacceptable, with supporting specific and factual date;

Listing of specific action requested of employer to remedy the problem.

- b. Employees and all other persons appropriately involved in a grievance shall be free from restraints, interference, coercion, discrimination, or reprisal.
- c. Until final disposition of a grievance takes place, grievant shall conform to the original direction of his/her supervisor.
- d. Documents relating to the processing of grievances shall be filed separately from the employee's personnel file. All records of proceedings shall be retained in the Office of the Administrative Director or Personnel and shall be held confidential.
- e. A grievant may elect to represent himself or herself at the informal step or any later step.
- f. When grievant is represented by the Association, a copy of the decisions at Levels I and II shall be provided to grievant and to the designated representative of CSEA.
- g. An employee may present grievances to the apprized administrator and have such grievances adjusted without the intervention of the exclusive representative; provided the adjustment is not inconsistent with the terms of a written agreement then in effect, and provided the employer will not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within five days.

**ARTICLE 16 - DISCIPLINARY PROCEDURES FOR PERMANENT EMPLOYEES AND RULES FOR THE CONDUCT OF GRIEVANCE ARBITRATIONS AND DISCIPLINARY HEARINGS**

**A. Applicable Procedures**

A permanent employee who is subject to disciplinary action involving suspension, demotion, or dismissal shall be entitled to the following procedures. Determination of the merits of a disciplinary action taken by the District, including but not limited to oral or written reprimands, suspensions, demotions, and dismissals shall not be subject to the grievance procedures specified in Article 13 of the Agreement. Nothing in this section shall be

construed to prevent the filing of grievances alleging failure of the District to follow these procedures.

**B. Just Cause**

Upon completion of probation, disciplinary action may be taken against any employee only for just cause, including those items set forth in Administrative Bulletin 8010 under "Cause for Suspension and or/dismissal" currently pp. 12-15 which are incorporated herein by reference.

**C. Warning and Opportunity to Improve**

Except in an emergency suspension situation, no disciplinary action involving suspension, demotion, or dismissal 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. Prior to taking disciplinary action involving suspension, demotion, or dismissal, the District shall send to the employee by certified mail to the last know address on record in the Personnel Department, or shall hand-deliver to the employee, a notice containing:

1. The disciplinary action proposed to be taken;
2. A concise statement of the specific acts or omissions upon which the disciplinary action is based;
3. A statement of the cause for the disciplinary action and/or the District rule or rules which have been violated
4. The date on which the disciplinary action will become effective will be at the conclusion of the administrative process outlined below including a hearing before an impartial hearing officer, and review of the proposed decision before the Board of Education;
5. A statement of the employee's right to request a hearing on the charges within seven (7) days of the mailing or hand-delivery of the notice, and to be represented by CSEA or an attorney hired by



the employee. "Day", unless other designated, as used in this article, means a day on which the District offices are open.

6. A card the signing and filing of which shall constitute a demand for hearing and a denial of the charges. The employee may also admit the charges, but challenge the severity of the disciplinary action.

CSEA will be notified in writing that a disciplinary action involving a specific unit member has been initiated by the District. Once the employee has designated a representative, all subsequent notices and papers shall be sent to that representative at the same time they are sent to the employee.

E. **Request for Hearing**

The employee shall have seven (7) days in which to file a timely demand for a hearing. If the employee signs and files a timely demand, the hearing shall be scheduled as soon as practicable and the employee notified of the date, time, and location.

Any postponement request must be made in writing no less than five days prior to the scheduled hearing date to the designated officer who may grant or deny the request on the basis of good cause or lack thereof, and whose decision shall be final. Failure to appear and/or failure to request a postponement may constitute a waiver of rights by the District or the employee. The party requesting a postponement shall be obligated to pay full cost for the postponed scheduled hearing date.

F. **Hearing Officer**

1. The hearing shall be conducted by a neutral hearing officer.
  - a. The grievance arbitration's and disciplinary hearings shall be conducted by a neutral hearing officer selected by the parties from a panel of arbitrators established by the parties.
  - b. The parties agree to meet within 30 days of the signing of this Agreement for the purpose of selecting five (5) arbitrators to serve on a panel to hear disputes before them. Once the panel is approved by both parties, arbitrators will be selected by alphabetical order. Either party may strike an arbitrator from the panel upon fifteen days written notice to the other party. The parties may select an arbitrator out of order, or one not on the panel, by mutual agreement.

G. **Rules and Guidelines**

1. Grievance arbitrations and disciplinary hearings will be held at the District administration Building unless the parties mutually agree to another site.
2. The parties agree that the hearings described in this article 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.
3. The parties may offer such relevant, material and non-repetitious evidence as they desire and shall produce such additional evidence that the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall determine the relevance and materiality of evidence offered by the parties and conformity to the legal rules of evidence shall not be necessary.
4. Arbitration hearings shall be closed.
5. At least fifteen days prior to the hearing, the parties shall confer and exchange lists of prospective witnesses. Either party may object to the appearance of a witness before the arbitrator. The arbitrator shall have the authority to approve only those witnesses whose testimony will be material and non-repetitious to the issue before him/her. The arbitrator has the power to subpoena any person to appear as a witness at an arbitration hearing.
6. Prior to the hearing, the parties will attempt to stipulate to the issue to be placed before the arbitrator. In the event that the parties are unable to agree to the issue, each party shall submit its respective position to the arbitrator prior to the hearing. Upon such submission, the arbitrator shall determine the issue to be decided. The party invoking arbitration shall present its case first.
7. The arbitrator shall require witnesses to testify under oath or affirmation.
8. The arbitrator may receive and consider affidavit testimony, but shall accord it only such weight as he/she deems proper after consideration of any objection made to its admission.

9. The grievant shall bear the burden of proving his/her case by preponderant evidence. The discipline cases the District shall bear the burden of proving its case by preponderant evidence and shall bear the burden of going forward.
10. Either party may request that a verbatim transcript of the hearing be prepared by a qualified court reporter. Copies of any transcript shall be provided to the parties and the arbitrator.
11. The grievant, his/her representative and all other unit members who are called as witnesses will be excused from duty without charge to leave or pay to the extent necessary to participate in the arbitration.
12. Witness at arbitration hearings will be assured of freedom from restraint interference, coercion, discrimination or reprisal in presenting their testimony.
13. Witnesses at the hearing must testify in the presence of the grievant and his/her representative, unless waived by the grievant. Either party shall have the right to cross examine any witness.
14. The expenses of grievance arbitration, including, but not limited to the fees and expenses of the arbitrator, court reporter fees, if any, and transcript fees, if any, shall be shared equally by the parties.
15. The arbitrator and transcript expenses of disciplinary appeals shall be borne by the District.
16. If the District claims that a grievance should be dismissed because it cannot be arbitrated, such a claim shall be heard by the arbitrator prior to any hearing on the merits. Upon the request of either party, there shall be a stay/continuance, the duration of which shall be determined by mutual agreement between the parties. If no stay/continuance is requested the arbitrator may proceed to a hearing on the merits.
17. The arbitrator shall have no authority to change, alter, modify, delete or add to the terms or provisions of this Agreement. In the issuance of any award under this article the arbitrator shall be governed by laws in existence at the time of the hearing.
18. 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 the salary structure and rates when necessary to resolve disputes.

19. The award of the arbitrator shall be based solely upon the evidence and arguments presented in the presence of the parties, and upon the post hearing briefs of the parties, if applicable.
20. The arbitrator has no authority to change any practice, policy or rule.
21. In grievance arbitrations the arbitrator shall not consider any issue raised by the parties that was not raised during the grievance procedure.
22. 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.
23. The arbitrator shall have the authority to make all arbitrability and grievability determinations.
24. The arbitrator's award shall be in writing and shall set forth his/her determination of the issue, findings of fact and conclusions. Upon request, the arbitrator shall permit either party to file a post hearing brief within a reasonable period of time after receipt of any transcript that is made. The arbitrator shall issue his/her decision within 30 days of the close of record of the submission of post-hearing briefs, whichever period of time is longer. The decision of the arbitrator made in grievance arbitration's shall be final and binding on both parties. The decision of the arbitrator made in disciplinary appeals is advisory and the decision of the Superintendent shall be final.

H. **Emergencies**

- a. An employee may be removed from a work site when there is an emergency. An "emergency" shall be deemed to exist when:
  - (1) an employee's continued presence would jeopardize the safety or welfare of students, employees, other persons, or school property; or
  - (2) an employee's continued presence would seriously disrupt the normal operation and activities of the work site.

- b. Removal of an employee due to “emergency” shall be subject to the following rules and guidelines.
- (1) An employee removed from a work site due to an emergency shall be placed on Administrative Leave with pay pending investigation into the facts, which shall take place within 5 working days. At the conclusion of the investigation a decision shall be made as to the employment status of the individual.
  - (2) If disciplinary action is imposed after the investigation, a hearing shall take place within 30 calendar days, if possible.
    - (a) The District shall immediately contact the America Arbitration Association in the normal order to find an arbitrator who can serve within 30 days, and if none can, then the arbitrator who can serve within the shortest time shall be selected.
  - (3) An emergency shall not be declared based only on arrest of an employee, unless; otherwise authorized by the Education Code.
  - (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 and capriciously.
  - (5) Whenever possible, the employee shall be given an opportunity to explain the conduct in question before being removed from the work site.

#### **ARTICLE 17 – 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 interfere 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 lockout employees during the term of this Agreement.

## **ARTICLE 18 - DUES DEDUCTION**

1. With respect to all sums deducted by the District pursuant to authorization of employee, the District agrees to remit monthly such monies to the Association, accompanied by a list of employees for whom such deductions have been made.
2. The Association agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any suit instated against the District from its check off of Association dues.

## **ARTICLE 19 - SCOPE OR AGREEMENT**

1. This Agreement fully and completely incorporates the understanding of the parties hereto, and constitutes the sole and entire Agreement between the parties on any and all matters subject to collective bargaining, and shall supersede all previous agreements, understandings and prior practices concerning such subject matter.
2. Neither party shall during the term of this Agreement demand any change therein, nor shall either party be required to bargain with respect to any matter. Without limiting the generality of the above, both parties waive any right to demand of the other any negotiating, bargaining, or change during the life of the Agreement; provided that nothing herein shall prohibit the parties from changing the terms of the Agreement by mutual consent.

## **ARTICLE 20 - SEPARABILITY OF PROVISIONS**

Should any provision of this Agreement be held contrary to the action or law as determined by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions 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 30 calendar days after such determination for the purpose of arriving at a mutual satisfactory replacement for such provision.

## **ARTICLE 21 - ORGANIZATIONAL SECURITY**

1. All employees are required to either join the Association as a member, or agree to pay a service fee equal to the Association's regular dues within 30 calendar days of hire, as a condition of both employment and continuing employment by the District.

2. The Association shall have the sole and exclusive right to have membership dues and initiation fees deducted for employees in the bargaining unit by the District. An employee in the unit who is a member of the association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by employee.
  
3. The Association agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any suit instituted against the District arising from the provisions of this article.

## **ARTICLE 22 - TERM OF AGREEMENT AND NEGOTIATIONS**

### **1. Length of Agreement**

The parties agree to a three (3) year contract commencing on July 1, 2010 and ending June 30, 2013, and from year-to-year thereafter unless alteration or amendment is requested in writing by either party. If either party desires to alter or amend this Agreement, it shall, not be less than one hundred and twenty (120) calendar days prior to the termination date, provide written notice and proposal to the other party of its desire and the nature of the amendment and cause the public notice provisions of law to be fulfilled.

### **2. Commencement of Negotiations**

Within fourteen (14) calendar days of satisfaction of the Public Notice Requirement, and not later than forty-five (45) calendar days following submission of the proposal, negotiations shall commence at a mutual acceptable time and place.

### **3. Reopener Negotiations**

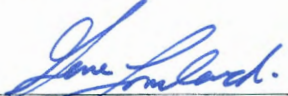
The District and the Association agree to reopen negotiations for 2011-2012 on wages plus (2) two items by each party and in 2012-2013 on wages plus (1) one item each.

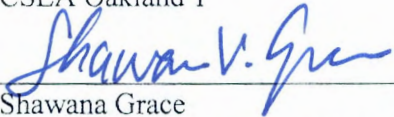
### **4. Release Time**

Reasonable release time shall be granted for participation in negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this 27th day of July 2011.


**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
OAKLAND 1**

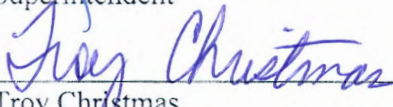
  
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President  
CSEA Oakland I


  
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Shawana Grace  
Labor Relations Representative CSFA

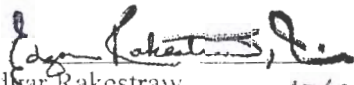
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By: lc

**OAKLAND UNIFIED  
SCHOOL DISTRICT**

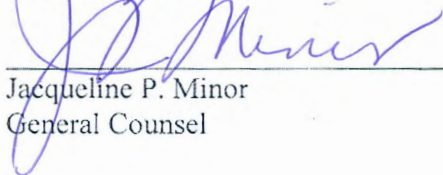
  
\_\_\_\_\_  
Anthony Smith, Ph.D.  
Superintendent

  
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Troy Christmas  
Director, LMER

  
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Jody London 10/25/11  
President, Board of Education

  
\_\_\_\_\_  
Edgar Rakestraw 10/25/11  
Secretary, Board of Education

Approved as to form:

  
\_\_\_\_\_  
Jacqueline P. Minor  
General Counsel