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# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Lisa Grant-Dawson, Chief Business Officer  
Jenine Lindsey, Interim General Counsel

**Meeting Date** April 23, 2025

**Subject** Tentative Agreement, as Agreement Between the District and the American Federation of State, County and Municipal Employees, Local 57 (“AFSCME”)

**Ask of the Board** Approval by the Board of Education of Tentative Agreement (“TA”), as Agreement between the District and the American Federation of State, County and Municipal Employees, Local 57 (“AFSCME”), with disclosure of all applicable AB 1200 requirements.

**Background** The TA between the District and AFSCME, shall become effective July 1, 2024 and shall remain in full force and effect until June 30, 2027.

**Discussion** Government Code 3547.5(a) states: “Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.”

AB 1200 (specifically Government Code section 3540.2) requires: “A school district that has a qualified or negative certification . . . shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer, or designated representatives of the employer, pursuant to this chapter. The school district shall provide the county superintendent of schools with all information relevant to yield an understanding of the financial impact of that agreement.” In response, “[t]he county superintendent of schools shall notify the school district, the county board of education, the district superintendent, the governing board of the school district,

and each parent and teacher organization of the district within those 10 days if, in his or her opinion, the agreement reviewed pursuant to subdivision (a) would endanger the fiscal well-being of the school district.”

**Fiscal Impact**

Cost over current budget/MYP	Year 1	Year 2	Year 3	Cumulative cost over 3 years
One-time	-	-	-	-
On-going	3,321,488	2,241,615	2,165,327	7,728,430
Total	3,321,488	2,241,615	2,165,327	7,728,430

**Attachment(s)**

- Tentative Agreement between the District and AFSCME
- Public Disclosure of Collective Bargaining Agreement AB 1200

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**ARTICLE 7                    ASSIGNMENTS, PROMOTIONS, TRANSFERS & VACANCIES**

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**Section 7.01    Selection Criteria for Vacancies and Promotions for ~~Custodians, Nutrition Services and Paraeducators to Special Education (Paraeducators)~~**

- a. The District acknowledges the benefits of promoting internal unit members while balancing the need to hire the best qualified candidate and adhering to Board policy, the Educational Code, and this agreement.
  
- b. When promoting unit members, the District shall consider a variety of factors, including the unit member's 1) **Job knowledge** and Skills ~~and Experience~~, 2) Seniority, 3) **Attendance and** Dependability, 4) Leadership, and Judgment, 5) **Work Performance and** Disciplinary Record.
  - i. For promotions, seniority shall be defined as an employee's length of service based on the date of hire.

~~1. Beginning in fiscal year 2009 – 2010 and for the duration of this agreement, all selections that are based upon the employee's qualifications and experience as provided herein shall use the following criteria:~~

- ~~(a) Job knowledge and skills ..... 40%~~
- ~~(b) **Work Performance and discipline** ..... 25%~~
- ~~(c) Attendance ..... 20%~~
- ~~(d) Seniority ..... 15%~~

~~Job Knowledge and Skills~~

- ~~Exceptional (Mastered area) ..... 40%~~
- ~~Proficient (Thorough competence) ..... 30%~~

~~Work Performance~~

- ~~Thoroughly Satisfactory (Most recent 3 of 5 Evaluations) .. 25%~~
- ~~Thoroughly Satisfactory (Most recent 2 Evaluations) ..... 20%~~
- ~~Satisfactory (Most recent Evaluation) ..... 15%~~

~~Attendance (Unexcused Absences)~~

- ~~0 days ..... 20%~~
- ~~1 – 5 days ..... 10%~~

<del>6 – 9 days</del> .....	5%
10+ days .....	0%

Seniority

20+ years .....	15%
15 – 19 years .....	12%
10 – 14 years .....	9%
5 – 9 years .....	6%
0 – 4 years .....	3%

**Section 7.02 Vacancies and Promotions**

(a) All vacancies shall be posted **internally** for seven (7) working days and ~~all permanent positions will contain the phrase "Agency Shop Position"~~ during which time only bargaining unit members employed by the District ~~may apply~~ **will be considered**. After being posted internally for seven (7) workdays, external applicants may be considered. The District may, at its sole discretion, post certain positions as "open until filled". Selection will be based upon the following order of applicants: 1) lateral transfer requests; 2) current District employees; 3) substitute employees **or** outside applicants. All postings shall be as follows:

1. Made available on the District's website **which may include links to other electronic sites (i.e. Edjoin)**;
2. ~~Electronically provided to the Union;~~
3. ~~Posted on EdJoin and in the District's Administration Building~~
4. ~~Posted in the main office of Custodial Services, Nutrition Services and Programs for Exceptional Children~~

- (b) ~~No posting shall occur for ten (10) month employees during the winter, spring and summer recess.~~
- (c) Promotional opportunities are available to bargaining unit employees only. If no **qualified** unit member applies, the District may at its sole discretion hire external candidates, if internal candidates are not selected pursuant to sections 7.01 (a) and (b) above.
- (d) Employees whose most recent overall evaluation reflects less than satisfactory performance and/or who are currently on progressive discipline shall not be eligible to apply for promotional opportunities.
- (e) The Human Resources Division shall notify all unit members not selected for the position in writing within ten (10) working days after the decision is made.
- (f) The selection shall be based upon the employee's qualifications and experience. In the event that two candidates are equally-qualified,

seniority will govern.

- (g) If no one in the Union applies for Custodian, Orderly or Sweeper Operator, the position shall be open to outside hires.
- (h) No bargaining unit employee shall remain in an acting position and/or a vacant position for longer than ninety (90) consecutive days.
- (i) Assignment to split shift work shall be made by placing the least senior employee in those openings. When a straight shift assignment becomes available, it shall be filled by the most senior employee who (is not currently on progressive discipline and who does have a satisfactory rating on their most current performance evaluation) works the split shift and who wishes to fill the opening.

Section 7.03 **Head Custodians (HC):** Head Custodian classification is promotional only. Vacancies for HC shall be assigned as follows:

- 1) HC I – sites with three to four custodians;
- 2) HC II – sites with over four and less than six custodians;
- 3) HC III – sites with six or more custodian

Section 7.04 **Lead Custodian:** The Lead Custodian classification is promotional. ~~All Lead Custodians monthly stipend shall be \$50.00 per month.~~

Section 7.05 **Night Lead Custodian:** The Night .Lead custodian classification is promotional. Night Leads are assigned to work at high schools only and the position is selected by Custodial Services and by the Head Custodians.  
~~Effective July 1, 2015, all Night Lead Custodians monthly stipend shall be \$100.00 per month.~~

Section 7.06 **Day Custodian:** This position is assigned by Custodial Services and the Head Custodian at the site.

- (a) Should an opening for a day custodian occur, the position shall be posted for seven (7) working days in Custodian rooms and other appropriate locations throughout the District.
- (b) ~~Employees eligible to promote to a day position who will be absent for five (5) working days or more may submit an application for a day opening prior to the scheduled absences.~~

Section 7.07 **Nutrition Service Vacancies and Promotions**

- (a) All vacancies in the classifications of Food Service Assistant I, four (4) hours or

more and above are open for application by permanent Food Service employees only. Announcements for job vacancies in these classifications shall be posted for a minimum of ~~fifteen (15)~~ **seven (7)** working days as set forth herein. The vacancy announcement shall include job title, site, salary and the selection procedure. The employee shall be shown a copy of the work schedule upon request.

- (b) The selection shall be based upon the employee's qualification and experience. In the event that two candidates are equally-qualified, seniority will govern.
- (c) Promoted employees shall serve a probationary period of not more than six (6) full calendar months of active service.
- (d) For promotional positions in the manager, satellite lead worker, FSA III, FSA II and FSA I (child development center or floaters) classifications that are designated as Food Safety Certified, the candidates for promotion into those positions will be required to be Food Safety Certified. They must be recertified every five (5) years to maintain these positions. After meeting the certification requirement, the selection shall be based upon the employee's qualifications and experience. In the event that two candidates are equally-qualified, seniority will govern.
- ~~(e) Lead Satellite Workers (Nutrition Services) shall receive a monthly stipend of \$50.00.~~
- (f) All applicants for a particular vacancy shall be notified within ten (10) days after the selection is made.
- (g) Any employee who fails the probationary period in a higher classification shall be placed in the same or similar position that was formerly held, subject to available openings.
- (h) Any employee promoted into a higher classification shall be placed on the step within the new classification that ensures a salary increase of at least five (5%), even if that first step is Step 1.

Section 7.08 **High School Diploma or Equivalent:** Effective July 1, 2005 all employees seeking

promotions to Food Service Manager I through Food Service Manager VIII will be required to meet the minimum qualification of a High School Diploma or equivalent. All current Food Service Manager I's through Food Service Manager VIII's will be grandfathered.

Section 7.09 **Paraeducators Special Education (Paraeducators) Vacancies and Promotions**

- (a) Any increments of hours assigned to an existing position shall be considered

promotional and therefore posted.

- (b) The selection shall be based upon the employee's qualifications and experience. In the event that two candidates are equally-qualified, seniority will govern.
- (c) Any applicant with a less than satisfactory performance rating during the preceding one (1) year period will not be eligible for such vacancy.
- (d) Interviews: District Personnel will conduct the interview and selection process. Selection will be based upon the following order of applicants: 1) transfer requests; 2) current district employees; 3) substitute Paraeducators; 4) outside applicants.
- (e) Required Training: To be eligible for continued employment in a selected position the Paraeducator will be required to attend all mandatory training programs.
- (f) All Paraeducators are required to meet No Child Left Behind requirements by June 30, 2006.
- (g) All seven (7)-hour Paraeducators positions shall be considered promotional opportunities.
- (h) Lead Aide shall receive a monthly stipend of \$50.00

#### Section 7.10 **Transfer, Reassignment, and Voluntary Demotion**

**Definition:** Transfers made by the District shall be subject to the following provisions:

- (a) **Voluntary Transfer:** A voluntary transfer is a transfer initiated at the request of the employee. Request for transfer is prohibited during the first full work year and shall be limited to one per school year thereafter, provided that the employee's job performance is satisfactory.

Employees wishing to transfer from one work site or department to another shall apply for such transfer in writing to their respective departmental director and shall complete an application for a posted position. The Human Resources Division shall maintain a file of employee requests for voluntary transfer. Appropriate consideration shall be given to each request within the level of the vacancy.

- (b) **Involuntary Transfer:** An involuntary transfer is a change in department or work site when deems such a change to be necessary for the benefit of a department, school, or program; for the protection or morale of the employee, or of other employees; or for other reasons related to the legitimate needs of the District. In a non-emergency situation, before any request for an involuntary

transfer is acted upon, the employee must be notified in writing that an involuntary transfer is being made and no such transfer shall be made without five (5) days notice. The District-initiated transfer shall not be arbitrary or capricious.

- (c) **Reassignment:** A reassignment is the transfer of an employee from one department or work site to another, or from one classification to a comparable classification because a position in the employee's original department or work site has been eliminated or reduced due to lack of work (including formal program change or transfer of program responsibilities) or lack of funds. Before any reassignment is made, the employee involved must be notified in writing of the reassignment and the specific reason thereof no less than five (5) working days in advance. As used in this section, "working day" shall be defined as an employee working day, except for the purpose of school year reassignment of Paraeducators where working day shall be defined as District working day.

All disputes regarding reassignment of bargaining unit members shall be handled according to the procedures as outlined in this Agreement.

- (d) **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 appropriate administrator. A copy of the employee's voluntary demotion request shall be provided to the Union.

## ARTICLE 8 LAYOFFS

### New Article Section 8.00 Definitions:

- (a) **Layoff:** is defined as the ~~termination~~ separation or reduction of a unit member's regular work assignment, or re-assignment to a lower classification or lower rate of pay, due to lack of work or lack of funds.
- (b) **Seniority**
- (i) **Seniority: Seniority is defined as hours worked in paid status by permanent unit members, whether during the school year, holiday, recess or any period during which a school is in session.**
  - (ii) **Seniority is accumulated in any classification in which the unit member holds regular paid permanent status.**
  - (iii) **Unit members who move to an equivalent or higher classification also continue to accumulate seniority in the former (equivalent or lower) classification. Unit members who move to a lower classification retain their seniority in their former (higher) classification.**



- (iv) **To the extent possible ties in seniority shall be determined by the date/time of hire.**
- (c) **Displacement:** Displacement ("Bumping") Rights are rights of a unit member facing layoff to displace another unit member with less seniority in any classification in which the affected unit member holds seniority.
- (d) Reassignment is a change in physical location within the same classification not involving a change in months, days or hours of work, but caused by a lack of work or lack of funds.

Section 8.01 **Classified Employees Layoffs:** The District may layoff and may reemploy classified employees only in accordance with procedures provided by Education Code sections 45298 and 45308, District rules and regulations, and Article 8 of this Agreement.

- (a) Classified employees shall be subject to layoff for lack of work or lack of funds. The order of layoff within the class shall be determined by length of service in the class, plus higher classes. The employee with the least service shall be laid off first. Reemployment shall be in the reverse order of layoff.
- (b) Employees in higher classifications shall have the option of being laid off or of bumping down to a lower classification in which the employee has more "length of service" than at least one employee in the lower classification.
- (c) The District shall notify the Union two (2) weeks in advance of its intended date for sending layoff notices to affected employees. This notice shall be by hand delivery to the Union Office or electronic notification or certified mail. The District shall provide the Union **at that time of such notice** with a copy of the seniority list used to rank the affected employees. Within five (5) workdays of receipt of said seniority list, the Union shall submit to the Executive Officer of Human Resources or designee in writing any dispute regarding the ranking. Failure to comply with this time line shall result in a waiver of this right. The Executive Officer of Human Resources or designee shall investigate the concerns and within five (5) working days report back to the Union the results of such investigation. If the dispute remains unresolved, the District and the Union agree to commence negotiations within five (5) working days of completion of said investigation.
- (d) The District shall agree to negotiate the effects of layoff on remaining bargaining unit members as defined by law.
- (e) Pursuant to Education Code section 45117 (a) ~~(b)~~ the District shall notify the affected **permanent** employee(s) **on or before March 15th. not less than 45 days before the effective date of layoff of their layoff and inform them of their displacement rights, if any, and reemployment rights.**
  - 1) **The written notice will include (1) notice of recommendation that services will not be required for ensuing year, reason services will not be required, any displacement rights, and**

reemployment rights; (2) governing board layoff resolution; (3) request for hearing form; and (4) relevant Education Code sections. (Ed. Code §§ 45117(a)(1) and (2).)

- 2) If a permanent classified employee is not given the notice as provided for in this section, the employee shall be deemed reemployed for the next school year.

(accepting AFSCME's language but reworded)

- 3) The employees subject to layoff must within seven (7) calendar days from service of the written notice request a hearing by submitting a written notice to the Talent Division or they waive their right to a hearing. (Ed. Code § 45117(b).

- a. The hearing shall be conducted by an Administrative Law Judge (ALJ). The proposed decision shall be prepared for the governing board of the school district.
- b. The governing board of the school district shall make the final decision.
- c. None of the findings, recommendations, or determinations contained in the proposed decision prepared by the administrative law judge shall be binding on the governing board of the school district.

d.

- 4) Nothing in this section shall be construed to interfere with the right of the district to release probationary employees who never become permanent without notice or hearing.

- 5) Notwithstanding this section of the CBA, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff.

~~Nothing in this section shall be construed to interfere with the right of the district to implement a reduction of force in a manner which is~~

- 6) Nothing in this section shall be construed to interfere with the

**right of the district to implement a reduction of force in a manner which is inconsistent with this section of the CBA if permitted by law including but not limited layoffs pursuant to California Education Code Section 45117 (d)(1) or 45117(g).**

**7) If Education Code 45117 is repealed, amended or otherwise revised, the above section shall sunset. The Parties ~~meet and confer~~ will negotiate the impacts and effects of the applicable change.**

- (f) All laid-off employees shall be retained on the reemployment list for thirty-nine (39) months and shall be reemployed in reverse order of layoff along with all other employees on the reemployment list. The District shall notify the Union of its intention to rehire employees, including the date and number of employees to be rehired. All disputes regarding reemployment of laid-off bargaining unit members shall be handled according to the procedures as outlined in this Article.
- (g) The District shall furnish to the Union two (2) weeks prior to implementation of a layoff a list of any transfers or reassignments necessitated by the layoff.
- (h) Refusal to accept work that is less than full-time shall not jeopardize standing on the reemployment list.
- (i) A laid-off employee, who refuses a job in his/her prior classification, or a comparable classification, shall be dropped from the reemployment list pursuant to section 8.03(C). Refusals based on valid medical reasons verified by the District's physician shall be accepted.

**Section 8.02 Rights of Return Other than Layoffs or Disability:** The rights of return of bargaining unit members who promote outside the unit, or leave the employ of the District for reasons other than layoff or disability, shall be in accord with the relevant provisions of the Education Code. The request must be submitted in writing to the appropriate administrator.

After six (6)-months, the District may fill vacancy and employee shall not be guaranteed to return to the same position. In the event a request to return is made after one (1) calendar year the former unit member shall be eligible for a vacancy in the classification of regular Custodian. Eligibility for promotional opportunities shall be based on seniority as of date of return.

### **New Article Section 8.03 Reemployment**

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

## ARTICLE 9 HOURS OF EMPLOYMENT

### Section 9.01 The Standard Workweek and Workday:

The standard workweek consists of five (5) consecutive workdays within a seven (7) day period. Work schedules may be adjusted in the best interest of the District. **If adjustments are needed to the five (5) consecutive day workweek, the District shall notify the Union and meet and confer regarding the change.**

- (a) A full-time workweek shall be thirty seven and one-half (37 ½) **hours or forty (40) hours** within a seven (7) day period.

- (b) **Move to bottom** Existing policies on shift shall remain except as agreed to by the parties on a yearly basis to provide coverage for non-District summer programs.
- (c) **Paraeducator assignments of .8 FTE (six (6) hours) and greater are considered full time assignments for purposes of benefits eligibility.**

#### Section 9.02 **Full Time and Part Time Hours**

Full-time assignments are seven and one-half (7½) hours **or eight (8) hours** within an eight (8) hour **work day**. Part-time assignments are less than seven and one half (7½) hours per day.

- (a) All assignments shall be in no less than quarter-hour increments.
- (b) The District agrees to make assignments of no less than three (3) hours for the employees in the Nutrition Services.
- (c) The District agrees to attempt to maximize the numbers of hours per day of
- (d) assignments consistent with maximum efficiency and cost effectiveness of operation.
- (e) The District may increase hours ~~in~~ **of** cafeteria **staff** where custodial duties associated with the Food Service program can be assigned **to** cafeteria staff in a manner that increases hours and eligibility for benefits.
- (f) All Lead and Head Custodian starting times shall commence between the hours of 6:00 AM and 8:00 AM.

Section 9.03 **Daily Assignments:** The parties shall meet and confer on any new classification that changes any existing terms and conditions of employment where necessary.

- (a) **Nutrition Services Emergency Staffing:** Because of an emergency, the District may alter the regular work schedule of a Food Service Manager or Lead to perform service(s) determined to be in the best interests of the District. When feasible, the District shall provide the employee with advance notice when it is determined that a schedule change is warranted. In the event an employee is unable to alter his/her schedule, the employee shall not be subject to discipline
- (b) **Custodial Duties Associated With Nutrition Services:** The District may increase hours in cafeterias where custodial duties associated with the Food Service program can be assigned cafeteria staff in a manner that increases hours and eligibility for benefits.
- (c) **Increase or Decrease in Kitchen Participation:** The District agrees to continue its present practice regarding assignment to classifications based on increases or decreases in kitchen participation.
- (d) **Minimum Days Staffing:** Staffing for Minimum Days will be based on participation using Meals Per Labor Hour Standards (MPLH) and site needs as follows:
  - (1) Scheduling of employees to work on Minimum Days will be determined by employee's classification, job duties, and seniority.
  - (2) An employee may use any accumulated paid leave balance, or, when available work at another site, or may choose to take leave of absence without pay consistent with the District's operational needs.
  - (3) Employees who take Leave Without Pay or use Sick Leave because of Minimum Days will not receive disciplinary action due to this leave.

Section 9.04 **Saturday School:** A custodian's weekly schedule may be adjusted to provide coverage for Saturday School only when the Saturday School is scheduled at the custodian's regularly assigned site. Any other scheduled event at the site shall be governed by the District's Civic Center policy.

#### Section 9.05 **Overtime/Compensatory Time/Extra Time**

(a) **Overtime:** Overtime is time required to be worked in excess of the normal full-time workday or workweek for the job, class, or group classification. Overtime shall be paid at one and one-half (1½) times the straight rate of pay of the employee designated and authorized to work. Full time employees who work the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day of the workweek shall receive overtime for all such time worked. Part-time employees who work the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day of the workweek shall be paid in accordance with Education Code Section 45131.

(b) **Compensatory Time:** An employee may elect to accrue compensatory time at one and one-half (1½) times the straight rate of pay as a form of overtime pay upon mutual consent of the employee and the supervisor/department head authorized to make such an assignment.

The District shall administer a compensatory time off account to track the employee's earned hours of compensatory time to be reflected on the employees pay warrant.

Employees may not earn compensatory time to exceed two hundred and forty (240) hours. Once the maximum balance has been attained, overtime hours will be paid at the overtime rate.

Requests for use of compensatory time shall be made in writing to the administrator at least three (3) days prior to the commencement of the time off request. This provision may be waived at the discretion of the administrator. The denial of compensatory time shall not be unreasonable, arbitrary or capricious.

(c) **Extra Time:** Extra time is time required to be worked by part-time employees in excess of the employee's regular daily and/or weekly work schedule but less than the daily and/or weekly work schedule of a full-time employee. Extra time may also be time worked by a ten (10)-month employee in excess of the normal ten (10)-month assignment.

Extra time shall be paid at the straight-time rate of pay of the employee designated and authorized to perform the extra time.

(d) **Authorization:** Overtime, compensatory time and extra time may only be performed upon written authorization by a supervisor/department head authorized to make such

assignment. In the absence of such authorization all services rendered shall be considered a voluntary service to the District. Overtime, compensatory time and extra time shall be performed at the work site.

(e) **Food Service Manager or Lead:** The Food Service Manager or Lead will ~~only~~ be eligible for extra time once they have worked hours in excess of their regular work schedule or overtime or compensatory time for hours worked seven and one-half (7½) hours per day, in accordance with applicable Education Code.

(f) **Custodian Coverage:** In the event that the night custodian or a substitute does not report to work by the end of the Head or Lead custodian's day shift, the Head or Lead custodian shall report that fact to the site administrator and shall be authorized one-half (½) hour of overtime. If no coverage is available, the Head or Lead custodian shall be authorized one and one half (1½) hour of overtime. Additional overtime shall be authorized at one-half (½) hour increments.

**Section 9.06 Call Back:** A regular, full-time employee, who has completed the normal workday and is called back from home to work shall, upon reporting, receive a minimum of two (2) hours work at the one and one-half (1½) overtime rate. When an employee is called to report before the regular starting time, and works from the time reported to the end of the normal shift, that situation is considered regular overtime.

(a) The District shall be required to call a custodian in to work when there are five (5) or more non-management District staff at a site to open/close and clean as appropriate. The custodian will perform clean-up activities including the normal work performed by a custodian.

**Section 9.07 Weekend Work:** In the event that a program is established requiring regular weekend work, the following procedure will be used:

- (a) The supervisor/site administrator shall first ask for volunteers from among existing site employees in the appropriate classifications to staff such work assignments. The supervisor/site administrator shall retain the right, in his/her sole judgment, to determine which employee(s) from among the volunteers are qualified to perform such assignments.
- (b) Should there be no volunteers the supervisor/site administrator shall assign the employee(s) who have the least seniority in the appropriate classifications who are qualified to perform such assignments. The District shall retain the right, in its sole judgment, to determine those employees qualified to perform the assignments. An employee selected shall be required to accept such assignment.
- (c) In the event that work normally performed by bargaining unit members is scheduled or required to be performed on weekends or holidays, the District shall employ only unit members. A list shall be established once a year at the beginning of each school year by written notice to unit members. Assignment

will be made by calling listed employees in order of employment. A unit member who has worked or refused shall be placed at the bottom of the list. Three (3) consecutive refusals shall remove the unit member from the list. In the event no permanent unit members on the list respond, the District may employ substitutes for weekend work.

**Section 9.08 Meal Periods:** Full-time employees covered by this Agreement scheduled to work five (5) or more hours shall have a meal period of thirty (30) minutes during each standard workday. Whenever possible, an uninterrupted meal period shall be scheduled at the middle of the workday; however, it is recognized that emergencies may arise and that, under such circumstances, meal periods may be delayed.

**Section 9.09 Rest Period.**

- (a) Full-time employees shall be granted two fifteen (15) minute rest periods per shift, one rest period during each half of the standard workday.
- (b) Part time employees, who work three and one-half (3 ½) or more continuous hours, shall be granted a fifteen (15) minute rest period as scheduled by the supervisor. Rest periods shall not be used to lengthen the lunch period, shorten a workday or compensate for lost time.
- (c) A part-time regular employee who works four and one-half (4 ½) hours per day or more, and who works three (3) or more continuous hours not interrupted by a lunch period, shall be entitled to a fifteen (15) minute rest period during the three (3) or more hours work period as scheduled by the supervisor.

**Section 9.10 Temporary Absences and Vacancies:** A temporary absence is defined as an absence created by an employee's use of accrued leave or being in a non-work status with a right to return to his/her position. Either overtime, compensatory time, extra time or a substitute shall be provided beginning with the first day of the employee's absence.

~~(a) In the event that a custodian orderly is absent and there is no substitute Pareducator who is the most qualified and most senior at the work site shall be offered the opportunity to promote temporarily into the custodian orderly position. The employee shall be paid according to the substitute rate in Attachment "A" beginning the fifth (5<sup>th</sup>) day of the absence.~~

(b) In the event a Head Custodian at an Exceptional Children Program site is absent and there is not a substitute provided, a custodian orderly who is the most senior at the site shall be offered the opportunity to promote temporarily into the Head Custodian position. The employee shall be paid according to the substitute rate in Attachment "A" beginning the fifth (5<sup>th</sup>) day of the absence. This does not prevent the night custodian from substituting for the Head Custodian.

(c) When a food service substitute is not available, a unit member will be assigned and paid at the extra rate or appropriate substitute rate, whichever is higher.



- (f) Permanent employees shall be assigned extra hours available due to a long-term absence or vacancy pursuant to Article 7.

## ARTICLE 10

## LEAVES, HOLIDAYS AND VACATION

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**Section 10.1 Holidays:** Regular employees who qualify shall receive legal holidays as approved by the Board of Education and adopted in the school calendar **as provided in Board Policy 4030.** ~~as provided in Attachment \_\_\_\_\_.~~

- (a) **Saturday and Sunday Holidays:** When the legal holiday occurs on a Saturday, the preceding Friday shall be deemed the holiday. **When the legal holiday occurs on a Sunday, the following Monday will be considered the holiday.**
- (b) **10-Month Summer Recess Holidays:** In the event a ten (10) month employee is employed during the summer recess, the employee shall receive the paid holidays which occur during the period of employment of the summer recess. Holiday pay pursuant to this section shall be as outlined in California Code, Education Code § 45203.
- (c) **Holiday Eligibility:** Regular employees shall be entitled to paid holidays when they are in paid status during any portion of the work day immediately preceding or succeeding the holiday; provided that the employee working less than a five (5) day workweek must have been scheduled to work the day observed by the District as a paid holiday and would have worked had the holiday not been observed. Regular employees not normally assigned to duty during winter recess shall be paid for legal and Board of Education declared holidays that occur during winter recess, provided they are in paid status during any portion of the work of their normal assignment immediately preceding or succeeding the recess period.
1. Full-time regular employees who qualify for a paid holiday shall receive ~~normal~~, straight-time rate of pay for the holiday observed.
  2. Part-time, ~~normal~~, regular employees who qualify for a paid, holiday shall receive the straight-time rate of pay for that portion of the day the part-time employee would have been scheduled to work had the holiday not occurred.
- (d) Full-time regular employees who qualify for a paid holiday shall receive normal, straight-time rate of pay for the holiday observed. Part-time, normal, regular employees who qualify for a paid, holiday shall receive the straight-time rate of

pay for that portion of the day the part-time employee would have been scheduled to work had the holiday not occurred.

**Rate of Pay for Work on Holiday:** Regular employees who work for the District on a **District paid** holiday, ~~for which they are eligible to be paid~~, shall be paid for all time so worked at the rate of time and one half in addition to the regular ~~rate of pay~~ pay received for the holiday ~~which equals double time and one-half of the rate of pay~~.

**Unit members who work for the District on a District paid holiday, for which is not part of their regular work year assignment they are not eligible to be paid, shall be paid at the rate of time and one half.**

- (e) **Holiday Pay While on Leave:** Regular employees who are on paid Leave of Absence when a holiday occurs shall receive the paid holiday at the rate of pay for the Leave, and the holiday received shall not be charged against the paid Leave. Employees on unpaid Leave of Absence shall not be paid for holidays, which occur during the Leave.

**Section 10.2 Vacation:** Permanent employees are entitled to vacation benefits as follows:

- (a) Twelve (12) Month Employees
  - (1) **Accrued Vacation Earned** Eligible employees are entitled to time off without loss of pay upon completion of the following years of continuous service:

<u>Active Service</u>	<u>Vacation Earned</u>
1 year to less than 4 years	2 workweeks
4 years to less than 10 years	3 workweeks
10 years to less than 25 years	4 workweeks
25 years or more	5 workweeks

- (2) Rules Applicable to twelve (12) Month Employees Benefits
  - a) **Scheduling Vacation:** Vacations shall be scheduled so as to enable the District to maintain its full functioning status.
  - b) **Scheduling Vacation at Opening and Closing of Schools:** Twelve (12) month employees working at school sites should schedule their vacations during school recess periods. All employees are discouraged from scheduling vacation for the periods immediately preceding the opening and closing of schools.

- c) **Request for Vacation:** Employees who prefer specific vacation time periods shall so notify their supervisor and department head, and such preference shall be considered.
  - d) Employees shall request vacation **by submitting a request in writing (paper) and by using the District's electronic absence management system** Frontline at least ten (10) working days in advance of anticipated date of vacation leave. Within five (5) working days of the request, the employee shall be notified by the supervisor in writing of the decision. Employees who request vacation more than ninety (90) days in advance of anticipated date of leave, shall be given thirty (30) days notice of the date upon which their vacation will commence. Arrangements for special circumstances, which allow for more notice, may be made with the appropriate manager.
  - e) **Use of Vacation and Unpaid Leave of Absence:** If an employee takes an unpaid leave of absence in conjunction with vacation, the employee must exhaust accrued vacation benefits prior to the commencement of the unpaid leave of absence.
  - f) **No Arbitrary and Capricious Denial of Vacation:** Denial of a specific vacation request shall not be arbitrary or capricious.
- (3) **Minimum Vacation:** The minimum vacation leave permitted at any One time shall be in one-half ( $\frac{1}{2}$ ) day units, unless a shorter period of time is required to exhaust an accumulated vacation balance.
- (4) **Accumulation and Carryover:**
- a) Eligible twelve (12) month employees shall have all of their vacation for the school year in question credited to their account on July 1. These vacation benefits must be used prior to July 1 of the following school year or an equivalent cash payment will be made. All cash payments shall be in separate pay warrants. The only exceptions to this policy are as follows:
  - b) Vacation not used by employees who have rendered more than five (5) years of active service may, by written request of employee, carry over a maximum of ten (10) days of earned vacation.
  - c) An employee with ten (10) years or more of active service may, for the sole purpose of special trips or events, which are planned for the following year, request in writing a carry over of twenty (20) days of vacation for said trip/event. Such requests shall be

granted with the provision that the request is an exception to the established carry over policy, and is for the benefit of an employee only for special trips/events, and must be taken during that year.

d) **To be eligible for carryover pursuant to this section, unit members must submit the District's Vacation Payout/Carry Over Request form to payroll@ousd.org. Vacation carry over requests must be received no later than April 30. Failure to submit a timely request for vacation carry over shall result in a denial of the request.**

e) 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.

(5) **Illness During Vacation:** Regular employees who are hospitalized or Placed under a physician's care during a paid vacation leave may, upon return to duty and presentation of a statement from the hospital or physician which verifies dates of hospitalization or care, request that time spent in the hospital or under the physician's care be charged against accrued sick leave instead of vacation. The request shall be submitted in writing to the Department Head within five (5) working days following the employee the employee's return to duty. Vacation, which is thereby reaccredited to the employee then, may be rescheduled later by the Department Head.

(b) **Ten (10)-Month Employees:**

Salaried Employee Vacation Benefits Earned

<u>Year of Continuous Employment</u>	<u>Vacation Benefits</u>
1 to less than 4 years...8 work days	
4 to less than 10 years ...12 work days	
10 to less than 25 years...17 work days	
25 years or more...21 work days	

1) **Accumulation:** Eligible, ten (10) month employees shall have all of their vacation for the entire school year in question, -credited to their account on or before July 1.

2) **Vacation Use:** Eligible ten (10) month employees shall use vacation credited to their account during the winter and spring recess periods. Any vacation earned but unused at the end of the school year shall be paid ~~cash-in-lieu~~ in a separate pay warrant at the end of the year.

Section 10.3 **Terms and Conditions:** The following terms and conditions apply to both ten (10) month and twelve (12) month permanent employees:

(a) **Eligibility**

- (1) Regular ten (10) month and twelve (12) month employees are eligible for vacation benefits after completing six (6) or more full calendar months of employment and attaining permanent status.
- (2) Vacation benefits are earned for each month in which employees are in a regular, paid status for at least one-half ( $\frac{1}{2}$ ) of the working days in each month.
- (3) Employees who work less than a full work year, week and/or day shall receive prorated vacation benefits.
- (4) Any twelve (12) month employee who requests a leave of absence of more than thirty (30) workdays, shall exhaust all vacation benefits prior to commencement of said leave.

(b) **Prorated Benefits**

- (1) Upon completion of the probationary period and attaining permanent status a twelve (12) month employee is granted a prorated vacation leave based upon the number of months of active service between the date of probationary employment and the July immediately following said employment date. A ten (10) month employee may, upon completion of probation, use accrued vacation during school recess periods.
- (2) A probationary, ten (10) month or twelve (12) month employee hired after July 1 will be credited with vacation time that will be earned from the date of probationary employment through the end of that fiscal year, to be used after completion of six (6) months of active service.
- (3) A classified employee whose date of probationary employment occurred during July, August or September of 1959, or any prior year, will be given credit for vacation time as if employed on July 1 of the year of employment. Personnel employed on or after October 1, 1959, receive a prorated vacation for the portion of the first fiscal year worked from the date of probationary employment through the following June 30, and shall assume the July 1 date following probationary employment as the anniversary date for vacation purposes. The District will provide a list of current employees hired prior to October 1, 1959, vacation accrual schedules beginning with date of hire.
- (4) Vacation benefits will be prorated for a classified employee for scheduled work months in which the employee is not paid for at least twelve (12)

working days, or when the employee takes a continuous unpaid leave of fifteen (15) working days or more.

- (c) **Separation/Termination:** Upon resignation, retirement, termination, layoff or extended leave of absence, the following provisions shall be made for vacation due a permanent, classified employee.
- (1) The employee shall be entitled to a cash-in-lieu vacation payment for vacation earned but not taken as of the date of termination.
  - (2) An employee, who has already received the full vacation for the fiscal year in which termination occurs, shall have the difference between vacation time taken and prorated, entitled vacation deducted from the last pay warrant, or shall be required to reimburse the District for the difference. The effective termination date for such employees shall be the last day worked, or if ill, the last paid day. The amount of vacation due will be based on the number of months in which the employee was paid for at least twelve (12) working days between the previous July 1 and the termination date.
  - (3) An employee, who has not completed six (6), full, calendar months of active service since the date of probationary employment and/or obtained permanent status, shall not be entitled to vacation pay at time of termination. If the employee has already received a paid vacation, the amount of said vacation will be deducted from the final pay warrant. If for any reason the full deduction cannot be or was not made from the final pay warrant, the employee shall be required to reimburse the District for that amount of vacation received but forfeited because the employee had not fulfilled the six (6) months of continuous employment for a paid vacation.
  - (4) An employee, who takes an extended leave of absence which will last through the remainder of the fiscal year, shall be entitled to the same vacation as the employee would have received had there been a termination instead of leave of absence. Upon return from an extended leave of absence, an employee who did not receive a prorated vacation payment at the beginning of the leave, shall be given credit for vacation earned but not received for service prior to said leave.
  - (5) **Vacation Credit for Perfect Attendance:** A Food Service employee, who has perfect attendance in an academic year, shall receive one (1) additional day of vacation for the school year following the determination of perfect attendance. Perfect attendance shall mean that the employee has worked every scheduled work day except for holidays, vacation, personal leave and jury duty or court appearance as defined by this article.

A Food Service employee shall apply for the perfect attendance vacation credit by submitting a written statement or a District provided form to the Director of

Nutrition Services. The Nutrition Services Department shall review attendance records to make the determination.

**Section 10.4 Sick Leave:** Regular employees who are absent from work because of illness or injury shall be entitled to use accrued sick leave subject to the following terms and conditions:

- (a) **Employees accrue** sick leave ~~is available to employees~~ at the rate of one (1) workday of sick leave for each calendar month of employment
  - (1) Sick leave shall be earned or credited only if the employee is in regular paid status for one-half (½) or more of the workdays in the calendar month.
  - (2) Part-time employees are entitled to sick leave on a prorated basis.
- (b) A custodian who is going to be absent on sick leave shall report the absence on the **District's Electronic Absence Reporting** ~~SMARTFIND EXPRESS~~ system and by notifying the Custodial Services Office at the earliest time possible. Employees working on a shift that starts prior to 12:00 p.m. must call the **District's Electronic Absence Reporting** ~~SMARTFIND EXPRESS~~ system no later than two (2) hours prior to the start of their shift on the date of anticipated absence. Employees working on shifts, which start, at or after 3:00 p.m. shall call th**District's Electronic Absence Reporting** ~~SMARTFIND EXPRESS~~ system by 11:00 a.m. on the date of anticipated absence. Employees who start their shifts between 12:00 p.m. and 3:00 p.m. must call the **District's Electronic Absence Reporting** ~~SMARTFIND EXPRESS~~ system four (4) hours prior to the start of the shift on the date of anticipated absence. Failure to adhere to this section may result in denial of sick leave. The employee shall be provided with a separate phone number to call the **District's Electronic Absence Reporting** ~~SMARTFIND EXPRESS~~ system for the sole purpose of reporting absences and the anticipated date of return.
- (c) A Paraeducator, LVN or 504 Tech who is going to be absent on sick leave shall report the absence by calling the **District's Electronic Absence Reporting** ~~SMARTFIND EXPRESS~~ system and by notifying the site administrator two (2) hours in advance of the absence.
- (d) Whenever possible Food Service employees will notify the District two (2) hours in advance of an absence due to illness. Employees who report to work prior to 7:00 a.m. shall call the Food Service Field Supervisor for that kitchen. Food Service employees who report to work after 7:00 a.m. shall contact the Food Service Manager to facilitate staffing for the employee absence.
- (e) Employees who have been in a regular, paid status for six (6) calendar months, shall have all sick leave to which they are entitled credited to their account after the first, full day of work in the fiscal year.

- (f) Employees who have been in regular, paid status for less than six (6) calendar months shall earn sick leave on a monthly basis. The sick leave earned shall be placed in 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 (6) days of sick leave during the first six (6) months of service.
- (g) Overtime, compensatory time and extra time shall not count toward sick leave earned or credited. However, a ten (10) month employee working during the summer recess may earn additional sick leave for the time worked.
- (h) Employees who have been in regular paid status for six (6) calendar months shall have the appropriate amount of sick leave credited to his/her account for the remainder of that fiscal year. Such credit shall include unused sick leave from the first six (6) months in regular paid status.
- (i) Payment for sick leave shall be at the rate, which the employee would have received if he/she had worked during the period of sick leave.
- (j) Sick leave is charged in one-quarter hour increments.
- (k) Doctor or dentist appointments may be charged to sick leave if they cannot be scheduled outside of the employee's work hours.
- (l) An absence due to personal illness or injury, which exceeds five (5) consecutive ~~four~~ days, shall be supported by a written statement of a licensed physician giving the first and last date 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 department head or designee. Failure to provide a physician's statement shall not be cause for refusing to return an employee to work or unreasonable denial of sick leave. Failure to provide a physician's statement under the circumstances specified in this section may result in disciplinary action as provided for in Article 17.
- (m) Sick leave shall not be used during periods of leaves of absence without pay or while on the 39-month layoff/rehire list
- (n) Employees receiving worker's compensation benefits may use sick leave after exhaustion of occupational leave, provided that the sick leave payments in addition to the worker's compensation benefits do not exceed the employee's salary at the time of injury.
- (o) 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. If for any reason the full deduction cannot be or was not made from the final pay warrant, the employee shall be required to reimburse the District for the amount of sick leave received.



- (p) Employees absent on sick leave shall inform his/her Department that they are returning to work the day before doing so in order that a substitute will not be hired for that day. In the case of Graveyard and Swing Shift Employees, they shall call in by 11:00 a.m. of the date of return. If an employee fails to notify the office before returning, and arrangements have been made for a replacement, the employee shall be placed on leave without pay for that day at the discretion of the District.
- (q) 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.
- (r) Employees shall not undertake any form of employment while on sick leave.
- (s) 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 or credited to the retirement account of employees belonging to PERS.
- (t) Employees with more than six (6) calendar months in regular, paid status may use vacation time for absences due to illness or injury after exhaustion of sick leave.
- (u) Employees with six (6) calendar months or more of service who have exhausted sick leave and vacation leave during absence due to illness or injury may use extended sick leave, subject to the provisions noted in that section.
- (v) 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 thirty-nine (39) months. At any time during the thirty-nine 39 months that the employee is able to return to work and he/she has greater seniority than any other of the persons eligible for reemployment in the classification, he/she shall have priority over all other available candidates for a vacancy. Pursuant to Education Code section 45195, the District shall provide unit members with notice when their sick leave is exhausted.
- (w) 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.
- (x) Sick leave is not earned during extended sick leave.

**Section 10.5 Extended Sick Leave:** An employee with more than six (6) calendar months in regular, paid status and permanent status shall be credited with one-hundred (100) days per year at one-half (½) the employee's regular, straight time rate of pay for use when absent due to accident 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, or other paid leave has been exhausted and a five (5) consecutive working day waiting period without pay has elapsed for each absence.
- (b) A physician's statement confirming the employee's illness or accident must be submitted to the employee's immediate supervisor for each occasion for which extended sick leave is requested.
- (c) An employee must have been in paid status for at least one (1) workday in a fiscal year before qualifying for credit for extended illness leave for that year.
- (d) The number of days of extended sick leave used under this section shall not exceed one-hundred (100) days in any given fiscal year or for any given illness or injury, and the number of days of extended sick leave available for use will in all cases conform to and be determined by the Education Code.

**Section 10.6 Other Absences Chargeable to Sick Leave:** Regular employees may use a maximum of six (6) days of accumulated sick leave in a school year for one (1) or more of the following reasons of personal necessity:

- (a) Death of a member of the employee's immediate family when additional leave is required beyond that provided in the Funeral/ Bereavement Leave section **the District is required to provide to employees by state or federal law.**
- (b) Accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
- (c) Appearance in court or before an administrative tribunal as a litigant or party.
- (d) Illness giving rise to an emergency in the employee's immediate family requiring the employee's absence.
- (e) Immediate family, for the purpose of this provision, is defined as mother, father, grandmother, grandfather, a grandchild of the employee or spouse of employee, and or the spouse, son, son-in-law, daughter, daughter-in law, brother or sister of employee, or a relative or, non-relative living in the immediate household of the employee.
- (f) Regular employees may ~~be~~ use a maximum of two days of accumulated sick leave in a school year for major personal observances.
- (g) As required by Education Code section 45195, an employee shall be notified in writing that available paid leave has been exhausted and shall be offered an opportunity to request additional leave.

**Section 10.7 Occupational Leave:** Employees with one (1) or more years of continuous service from date of probationary employment who are absent from duty because of illness or injury resulting from an accident or condition deemed to be work-related under the Worker's Compensation Program, shall be granted occupational leave. A work-connected injury or illness shall be so considered when verified by the employee's physician and/or District-designated physician, and a physician designated by the Worker's Compensation Program. Absences not so verified shall be charged against the employee's sick leave or other leave as appropriate.

Occupational leave is supplemented to provide that the requirement of one year of continuous service from date of probationary employment is waived for all employees who were employed in the bargaining unit on February 22, 1978, and have been continuously employed in the unit since that date.

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

- (a) Allowable occupational leave shall not exceed sixty (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 the employee is disabled because of the working related injury or illness, or for a maximum of sixty (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 shall 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 sixty (60) days will overlap into the next fiscal year, the employee shall be entitled, for the same illness or injury, to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- (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 that so much of the accumulated or available sick leave, vacation, or other available leave which, when added to the worker's compensation award provides for a full day's wage or

salary.

- (h) Periods of absence for occupational leave shall not be considered a discontinuation in the 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 thirty-nine (39) months. During such period, the individual shall be employed in any available vacant position in the same class as the previous assignment, and shall have priority over all other available candidates; except for those candidates on a reemployment list established by layoff, in which case the individual shall be listed by length of service as defined by the Education Code. Employees placed on a reemployment list as provided herein, who have been medically released for return to duty and who fail to accept an appropriate assignment, shall be dismissed. The District shall pursuant to Education Code section 45192, provide unit members with notice when their disability leave is exhausted.
- (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 Board of Education authorizes travel beyond the State.
- (l) The District shall make a good faith effort to return unit members to work when the unit members presents a doctors certificate evidencing work the unit member's ability to return to work.
- (m) 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.**Section 10.10 Military Leave:** The District shall abide by the provision of the applicable Federal and State Laws

Section 10.8 **Pregnancy Leave:** For a normal pregnancy, a leave of absence for six (6) weeks shall be granted surrounding the time of delivery. During this period of time, employees may use accrued sick, vacation or extended illness leave. Upon return to duty from a normal pregnancy leave, the employee shall be returned to her prior position.

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

In the event the pregnancy is complicated, additional pregnancy leave may be granted for any period as certified by the employee's physician provided:

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

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

Requests for additional leave resulting from complications after delivery shall require physician's certification as to disability, the fact that employee is unable to work, and the anticipated length of absence.

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

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

The District reserves the right of medical review and final decision.

During a complicated pregnancy leave (for pre-natal or post-natal disabilities), the employee shall submit a physician's statement confirming the disability at least once every two (2) weeks in order to be entitled to paid leave.

Pregnancy leave will be available to ten (10) month unit members and will not be unilaterally terminated after the tenth (10<sup>th</sup>) month of employment.

If an employee has exhausted all paid leave and does not qualify under 9.06 of this article for extended illness leave, the employee shall receive a weekly benefit equivalent to the extended illness for the weeks she is disabled and school is in session.

In the event the leave benefits accorded under this section bridge consecutive fiscal years, the employee will not be required to have been in a pay status for one (1) day during the second fiscal year in order to receive remaining benefits.

#### Section 10.9 **Maternity, Paternity and Adoption Leave**

- (a) **Maternity Leave:** An employee may request an unpaid leave prior to and following pregnancy leave for a minimum total period of one (1) year.
- (b) **Paternity or Adoption Leave:** An employee whose spouse is pregnant, or an

employee

who is involved in adopting a child, may request a leave without pay for a maximum of one (1) year.

Section 10.10 **Military Leave:** The District shall abide by the provision of the applicable Federal and State Laws.

### **Section 10.11 Funeral Bereavement Leave**

- (a) In the event of a death in the immediate family member of a regular employee, the employee shall, upon request, be granted time off, with pay, as is necessary, to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled workdays or a maximum of five (5) days if out-of-state travel is required.
- (i) **An additional two days of leave without pay are available to employees for in-state bereavement leave, for a total of five days of bereavement leave total.**
  - (ii) **The employee may choose to apply any paid vacation, personal leave, accrued and available sick leave that is otherwise available to the employee. The days of bereavement leave need not be consecutive.**
  - (iii) **The bereavement leave shall be completed within three months of the date of death of the family member.**
- (b) 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.
- (c) Immediate family ~~Family member~~ is defined as **the employee's parent (which includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child), mother, father, grandparents mother, grandfather, grandchildren, of the employee or of the spouse of, registered domestic partner, children (which includes a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), employee or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of employeesibling (which means a person related to another person by blood, adoption, or affinity through a common legal or biological parent), or any relative or non-relative living in the immediate household of the employee.**
- ~~Immediate family is defined as spouse mother, father, grandmother, grandfather, grandchild of the employee or of the spouse or domestic partner; of, employee or the spouse, son, son-in-law, daughter, daughter-in-law, parent-in-law, brother or sister of employee, or of the spouse or domestic partner; or any relative or non-relative living in the immediate household of the employee.~~
- (d) ~~A funeral~~ Bereavement leave **available pursuant to this section** not to exceed

one (1) day with pay may be granted to an employee to attend the funeral of other close relatives or in-laws. Established close relatives and in-laws are defined as uncle, aunt, first cousins, nephew, niece, sister-in-law and brother-in-law.

- (e) Up to one (1) day ~~Time off~~ without pay may be granted for attendance at the funeral a distant relative or close friend.
- (f) Paraeducators shall be granted up to one (1) day ~~reasonable bereavement leave~~ time **available pursuant to this section** to attend **funeral** services in the event of the death of a student in his/her classroom.

### Section 10.12 Jury Duty

- (a) **Basic Provision:** The certificate of jury service shall show the date and time for reporting and the time excused from further service for that day. A regular employee shall be granted leave for jury duty when the employee does not request exemption.
  - (i) Salary shall be paid in the amount of the difference between the employee's regular earnings and the sum received by the employee as juror's fees. **The employee shall submit a certificate of jury service and a copy of the endorsed juror fee check or money order to the District's Payroll Office.**
  - (ii) The employee may keep any expense paid by the court over and above the fee paid for actual jury duty service. To receive reimbursement from the District, the employee shall submit a certificate of jury service and the endorsed juror fee check or money order to the District's Payroll Office. Employees scheduled to report for jury duty three (3) or more hours, beyond the beginning of the normal workday shall report to work prior to reporting for jury duty. Employees released from jury duty one (1) or more hours before conclusion of the workday shall report to work for the remainder of the workday.
- (b) **Afternoon Shift Provision:** Regular employees working in the 3:00 p.m. to 10:30 p.m. shift shall receive jury duty leave under the following provisions
- (c) If the employee serves on jury duty for a period of five (5) or more hours, the employee shall report to duty no later than three (3) hours from time he/she was released from jury duty.
- (d) If the employee serves on jury duty for a period of less than five (5) hours, the employee shall report to duty no later than two (2) hours from the time he/she was released from jury duty (or the employee's regular starting time, whichever comes later). In no case shall an employee be required to spend more than seven and one-half (7 ½) hours at work including jury duty.
- (e) If an employee reports to work late because of jury duty, the employee must furnish proof of the time he/she was released from jury duty.
- (f) If the employee works a full shift, the employee shall retain any jury duty pay for

that day and shall receive his/her regular rate of pay for the workday.

- (g) If the employee loses any work time because of jury service as provided in paragraph (a) or (b) above, the employee shall reimburse the District for any jury duty fee received (excluding expense money paid by the court). The employee will work the remainder of his/her shift and receive his/her normal rate of pay for the workday.

**Section 10.13 Court Appearances:** An employee subpoenaed as a witness in a court proceeding shall not suffer any loss of pay due to such absence, ~~provided that the employee pays to the District~~ less any witness fees received.

- (a) Such leave shall be for a maximum of six (6) workdays.
- (b) If additional time beyond the six (6) 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."
- (c) An employee who wishes to attend a judicial proceeding as an interested party or as a volunteer witness may request leave without pay. Vacation time may be used for this purpose if the employee wishes.

**Section 10.14 Personal Leave:** A maximum of four (4) days of personal leave without loss of pay, per fiscal year shall be granted to each permanent employee 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 by submitting a request in writing (paper) and by using the District's electronic absence management system at least three days prior to the commencement of the leave. A request for a personal leave day may also be made by calling the Field Supervisor or the Department Head three (3) days prior to the commencement of the leave as long as the written request is received prior to the day requested. Personal leave shall not be unreasonably denied. Exceptions to the three (3) days' advance notice requirement be made if the reason for the leave is verified to be an emergency reason which prevented advance notice.
- (b) Personal leave shall not be used to extend holiday or vacation leave. ~~except for Paraeducator to Special Education and Food Service Employees on non-student days.~~
- (c) The District shall determine how many employees may be off for personal reasons on any given day.
- (d) An employee may carry over to the next fiscal year one day of personal leave if not used in the prior year. The maximum number of personal leave days that may be accrued is three (3) days.



- (e) Except in cases of emergency, **notice of denial of a request for** personal leave request shall be **provided** two (2) days in advance of the date requested, ~~provided the employee~~ **if the request** request is ~~was~~ submitted three (3) days in advance. The denial of personal leave shall not be unreasonable, arbitrary or capricious.

**Section 10.15 Emergency Leave:** An employee may be excused from work for an emergency reason for a period of one hour or less, without loss of time being reported ~~ing~~ on the **employee's** timesheet, when specifically authorized by a field supervisor or higher level management employee.

**Section 10.16 Leave for Public Office:** An employee elected to public office shall be granted leave without pay as needed for the duration of his/her term.

**Section 10.17 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) The Department Head may grant **an unpaid** leave of absence of one (1) day or less provided such absence does not require a substitute.
- (b) **An unpaid** leave of absence for a period of thirty (30) working days or less may be granted to bargaining unit members by the Department Head, and shall not involve loss of position.
- (c) **An unpaid** leave of absence in excess of thirty (30) working days, but not more than one (1) full calendar year, may be granted with the approval of the Director or Director's designee to permanent employees with three (3) or more years of service. ~~After six (6) months of absence,~~ 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's classification or other lesser classification for which the employee may qualify. During the leave of absence for a full calendar month or longer, the employee waives all District benefits including service credit. After six (6) months, the District shall post the vacant position and there will be no guarantee of the employee's return to the position. ~~Sweeper Operator and Custodians Orderly vacant positions shall be posted after one (1) year.~~
- (d) Employees who violate the terms and conditions of a leave of absence or who fail to report ready for work when the leave expires shall be subject to dismissal. Employees do not accrue sick leave, vacation or other benefits during the period of absence. No service credit will accrue during such leave. The Superintendent or designee with Board of Education approval may revoke a leave of absence for emergency reasons. Any person on extended leave of absence shall be given reasonable time to return to duty when leave is revoked, or the employee shall be dismissed or deemed to have resigned.

**Section 10.18 Return from Leave:** Permanent employees, upon return to duty from an approved leave without pay, shall be entitled to all previously accumulated sick leave benefits. If no position is available when the employee desire to return from leave, the employee shall be hired in first available position for which he/she is qualified. If not placed in a position within three (3) months, the employee shall be placed on the thirty-nine (39) month reemployment list. During such period, the individual shall be employed in any available vacant position in the same classification as the previous assignment and shall have priority over all other available candidates except for those candidates on a reemployment list established by layoff and occupational leave, in which case the individual shall be listed by length of service as defined by the Educational Code.

**Section 10.19 Other Than Approved Leave:** Employees who anticipate being absent from work shall inform their supervisor in advance.

- (a) The employee shall inform his/her department and designated work site supervisor of the anticipated absence and the expected time of return.
- (b) If any emergency prevents the employee from giving advance notice, the employee shall notify his/her department and designated work site supervisor as soon practical.
- (c) If proper notice is not given the employee shall not be paid for that period of absence and may be subject to disciplinary action.

**Section 10.20 Administrative Leave:** The District may place an employee on leave with pay without prior written warning or approval, ~~for a period not to exceed twenty (20) workdays,~~ in order for the District to review or investigate claims or allegations of misconduct.

- (a) Such leave must be confirmed in writing to the employee not later than three (3) days after the leave is effective. The notice must include the ~~specific reason. and the estimated duration of the leave.~~
- (b) The Union shall be informed of all administrative leaves in writing.
- (c) ~~Upon conclusion of such leave, if no decision has been reached, the leave may be extended by the District upon written notice to the employee as specified in paragraph (a) above.~~
- (e) Nothing in this section shall be construed as preventing the District from taking disciplinary action against the employee for just cause.

**Section 10.21 Special Terms and Conditions of Leaves**

- (a) All vacation due to an employee before taking leave of more than thirty (30) days shall be paid to the employee or used before the start of the leave.
- (b) Employees on regular sick leave, vacation leave or other fully paid leave continue

to

accumulate sick, and/or vacation leave. But, sick leave and vacation leave which are accumulated while an employee is on sick leave or vacation leave may not be used until the employee returns to work from leave.

## **Section 10.22 NEW FMLA/CFRA**

### **NEW FMLA and CFRA LEAVE**

**The District provides family and medical care leave for eligible employees as required by federal and state law including Federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), and terms used in this Section have the same meaning as defined in the FMLA or CFRA.**

**Eligible employees may take leave only for the following qualifying reasons under either or both FMLA or CFRA as certified by a healthcare provider:**

- (a) **The birth of a child or to care for a newborn of an employee;**
- (b) **The placement of a child with an employee in connection with the adoption or foster care of a child;**
- (c) **Leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, parent-in-law, sibling, or a designated person who has a serious health condition;**
- (d) **Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of their position;**
- (e) **Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, domestic partner, son, daughter, or parent is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation;**
- (f) **Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered service member of the U.S. Armed Forces who has a serious injury or illness that was incurred in the line of duty while on active military duty or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.**

**Leave to care for a “designated person” under CFRA may be identified by the employee at the time the employee requests leave. An employee may identify one “designated person” per twelve-month period.**

**An employee is eligible for leave if the employee satisfies the following conditions:**

- (a) The employee has been employed by the District for at least 12 months; and
- (b) The employee has been employed by the District for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave, except that classified employees who wish to take parental leave (types (a) or (b) above) do not have to meet this requirement.

Although family and medical care leave is unpaid, an employee may elect and the District will require an employee to concurrently use all paid accrued leaves during family and medical care leave unless otherwise prohibited.

Employees who believe that they may be eligible for FMLA/CFRA leave should contact Human Resources for additional information.

ARTICLE 17

GRIEVANCE ARBITRATION AND APPEAL PROCEDURE FOR DISCIPLINARY ACTIONS

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

**NEW The District and AFSCME are committed to ensuring that employee investigations are timely, comply with all applicable laws, Board policies, the California Education Code and this CBA. The District and AFSCME are also committed to ensuring that the employee is aware of their right to Union representation in the course of an investigation.**

Section 17.01 **Discipline Procedures:** The parties recognize that disciplinary actions shall be progressive in nature if they are to correct the conduct of a unit member. The District agrees to follow a course of progressive discipline as set forth in this article. However, the parties agree that progressive discipline does not always follow any specific sequence of disciplinary actions, and that major offenses will be cause of immediate and severe disciplinary actions.

Section 17.02 **Discipline and Performance**

- (a) **Step 1. Verbal Discussion:** The supervisor shall talk to the employee about the specific performance problem(s) and develop a plan with the employee to solve the performance problem.

- (b) Step 2. **Letter of Concern:** If the work of Step 1 does not result in an improvement the Supervisor shall issue a letter of concern with a copy to the Union and the Director and/or Site Administrator, but not to the official personnel file. The letter shall have specific documentation of problem(s) that are verified by the supervisor.
- (c) Step 3. **Written Warning:** If there is no improvement, the District shall ~~forward~~ **provide** a written warning in a timely manner to the employee with sufficient documentation on continued problems. A copy will be sent to the Union, Director and/or Site Administrator and personnel file.
- (d) Step 4. **Suspension:** Failure to improve at this step will result in a ~~three (3)-one~~ **(1)** to five (5) days suspension. All rights of appeal apply in the current collective bargaining agreement.
- (e) Step 5. **Demotion or Termination:** If performance does not improve after Step 4, the employer may issue a demotion or termination notice in accordance with the collective bargaining agreement and the Education Code. The employee shall have all rights and privileges afforded to employees under the collective bargaining agreement to dispute the termination.

#### Section 17.03 Expedited Attendance Discipline:

1. **Nothing in this section shall be construed to interfere with the right of an employee to lawfully use sick leave.**

2. **Notwithstanding to Section 17.03 (1) above, nothing in this section shall be construed to interfere with the District's right to utilize progressive discipline as stated herein should an employee's absenteeism demonstrates a pattern of excessive and/or misuse of sick leave.**

- (a) Step 1. **Verbal Discussion:** The supervisor and the employee shall have a thorough discussion. The attendance policy should be discussed and the employee be counseled about the specific problem the attendance record shows. A printout of the employee's attendance will be made available to the employee.
- (b) Step 2. **Letter of Concern:** If there is no improvement and the employee is absent between seven (7) and nine (9) days, the supervisor shall issue a letter of concern, which shall be accompanied by documentation of attendance problems. Copies shall be sent to the Union and the Director, but not to the official personnel file. A conference shall be held to discuss this with the employee.
- (c) Step 3. **Written Warning:** When an employee has been absent between ten (10) and fifteen (15) days, the employee shall be issued a written warning. A conference shall be held to discuss this with the employee. A copy of the written

warning shall be forwarded to the Union, the Director and to the employee's personnel file.

- (d) Step 4. **Suspension:** Additional absences shall result in a minimum suspension of up to five (5) days without pay, with notification sent to the Union and the Director.
- (e) Step 5. Termination: The employer will issue a termination notice in accordance with the collective bargaining agreement and the Education Code. The employee shall have all rights and privileges afforded to employees under the collective bargaining agreement to dispute the termination.

Section 17.04 **Absenteeism Without Authorized Leave.** Any employee with fifteen (15) or more days of absenteeism will automatically receive a written warning which shall not exclude other appropriate discipline.

Section 17.05 **Expedited Disciplinary Procedure:** Nothing in subsection 17.02 or 17.03 precludes the imposition of discipline for attendance that is less or more severe than described above, nor does either subsection preclude the combined implementation of each where appropriate. Nothing in subsection 17.02 or 17.03 precludes the imposition of expedited disciplinary procedures different from those described above where warranted by the circumstances, nor does anything in either section preclude the imposition of a last chance agreement where warranted by the circumstances.

Section 17.06 **Duration of Each Warning:** Each warning will stay in place for one year or longer provided that progressive discipline related to the warning commences within one year of the warning.

Section 17.07 **Notice of Proposed Disciplinary Action and Opportunity to Reply**

- (a) Disciplinary action subject to appeal is suspension, demotion and discharge. Oral admonishments and written reprimands are not arbitrable.
- (b) Where appropriate, no disciplinary action involving suspension, demotion, or dismissal should be taken against an employee, unless he/she has been informed orally and in writing in advance of the nature of the deficiency and methods of correction, and has been afforded a reasonable opportunity (reasonable amount of time), to correct the deficiency;
- (c) Prior to taking disciplinary action involving suspension, demotion or dismissal, the District shall send to the employee by certified mail to the last known address on record with the District or hand delivery to the employee, a notice containing:
  - (1) The disciplinary action proposed to be taken;

- (2) A concise statement the specific acts or omissions which the disciplinary action is based;
  - (3) A statement of the cause for the disciplinary action and/or the District rule or rules, which are alleged to have been violated;
  - (4) All documents, including written statements, upon which the disciplinary action is based;
  - (5) The date on which the disciplinary action will become effective;
  - (6) A statement of the employee's right to reply orally and/or in writing to the charges to a designated representative of the District;
- (1) A card or form, the filing of which within ten (10) ~~calendar~~ **business** days following receipt of the notice, shall constitute a request for a hearing to reply orally and/or in writing to the charges.

#### Section 17.08 **Hearing Officer Decision and Opportunity to Appeal**

- (a) In a disciplinary appeal, the employee may choose to represent himself/herself or be represented by a person of the employee's choice. The Union shall bear the cost associated with providing the employee with said representation unless the employee elects to secure his/her separate representation in which case the employee shall bear the cost of such representation. The District shall notify the employee, of his/her right to Union representation in the course **of a disciplinary hearing**. 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.
- (b) After **the hearing officer considers** ~~considering~~ any oral and/or written reply from the employee or representative, ~~the hearing officer will issue a~~ **the** written decision **will be sent** to the employee by certified mail, with a copy by certified mail to the Union or designated representative. If the decision of the hearing officer is to sustain disciplinary action, the written decision shall advise the employee of the effective date of the disciplinary action.
- (c) The employee or employee's designated representative has the right to appeal the hearing officer's decision, by providing written notice to the Superintendent of the decision to invoke advisory arbitration. Such notice shall be made by certified mail or hand delivery within fifteen (15) ~~calendar~~ **business** days of the Union's or designated representative's receipt of the hearing officer's decision.

#### Section 17.09 **Selection of the Arbitrator**

- (a) The parties agree to compile a list of five (5) arbitrators to hear disputes that arise

under this Article. Once the panel is selected, arbitrators will be selected by alphabetical order. Either party may strike an arbitrator from the panel upon fifteen (15) **business** days notice to the other party. The parties may select an arbitrator out of order, or one not on the panel, by mutual agreement.

- (b) Once the arbitrator is selected, a mutually agreeable date and site shall be selected. **The arbitration hearing shall be conducted within 60 business days, if possible.**
- (c) After selection, the invoking party will then forward to the arbitrator a copy of the official grievance or discipline appeal file which shall contain the written grievance or disciplinary action, the written answers to each step and the notice invoking arbitration.
- (d) Copies of any and all documents provided to the arbitrator at any stage of the arbitration proceeding will be simultaneously provided to the other party.
- (e) Arbitration proceedings will be held at the District Administration Building unless the parties mutually agree to another site.
- (f) The parties agree that arbitration hearings are administrative in nature and are not court proceedings. The rules of evidence have only general applicability, but the arbitrator may exclude irrelevant, immaterial or unduly repetitious testimony. Except as specified herein, the arbitrator shall have the authority to determine the procedures to be followed at the hearing and shall explain such procedures to the parties at the outset of the hearing.
- (g) 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.
- (h) Upon request by either party, the arbitrator shall order the sequestration of witnesses from the hearing.
- (i) At least fifteen (15) **business** days prior to the hearing, the parties may confer and exchange lists of prospective witnesses. Either party may object to the appearance of a witness before the arbitrator. The arbitrator shall have the authority to approve only those witnesses whose testimony will be material and non-repetitious to the issue. The arbitrator has the power to subpoena any person to appear as a witness at the arbitration hearing or to subpoena documents deemed necessary.
- (j) 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, except in disciplinary cases where the District shall present its case first.

- (k) The arbitrator shall require witnesses to testify under oath or affirmation.
- (l) 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.
- (m) 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.
- (n) Witnesses at arbitration hearings will be assured of freedom from restraint, interference, coercion, discrimination or reprisal in presenting their testimony.
- (o) 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.
- (p) The expenses of grievance arbitration, including, but not limited to the fees and expenses of the arbitrator, court reporter fees, and transcript fees, if any, shall be shared equally by the parties. The arbitrator and transcript expenses of disciplinary appeals shall be borne by the District.
- (q) If the District claims that a grievance should be dismissed because it is inarbitrable 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 hearing on the merits.
- (r) 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.
- (s) The arbitrator shall have no power to establish salary structures or salary rates, but has the power to interpret words or phrases in this Agreement as related to the salary structure and rates when necessary to resolve disputes.
- (t) 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.

- (u) The arbitrator has no authority to change any practice, policy or rule.
- (v) In grievance arbitrations, the arbitrator shall not consider any issue raised by the parties that was not raised during the grievance procedure.
- (w) An award shall not include the assessment of expenses against either party unless the subject of the grievance concerns division of expenses as they pertain to arbitration.
- (x) The arbitrator shall have to make all arbitrability and grievability determinations.
- (y) 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 thirty (30) **business** days of the close of record or the submission of post-hearing briefs whichever occurs last. The decision of the arbitrator made in grievance arbitration is binding.
- (z) The decision of the arbitrator made in disciplinary appeals is advisory and the decision of the Board of Education shall be final. The employee shall have the right of appeal to the Board of Education from the arbitrator's decision or any reversal or modification made to the arbitrator's decision by the Board of Education.

#### Section 17.10 **Appeal to the Board of Education**

- (a) Within ten (10) ~~calendar~~ **business** days from the arbitrator's decision or Board action to reverse or modify the arbitrator's decision, the employee must submit a written appeal and shall have the right to appear before the Board in Executive Session with representation to present the appeal.
- (b) Final notice shall be provided by either certified mail or hand delivery to the employee within ten (10) ~~calendar~~ **business** days of the appeal before the Board and the disciplinary action, if any, shall not be implemented until notice is mailed or hand-delivered to the employee.
- (c) The cost of the arbitration shall be borne by the District in disciplinary cases. The cost of the arbitration shall be borne equally in cases of grievance arbitration.

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## ARTICLE 13

## COMPENSATION

### PARA - Paraeducator

## **I. Fiscal Year 2024-25 Paraeducator Salary Schedule Adjustments**

- A. Effective July 1, 2024, reconfigure the Paraeducator Salary Schedule by:
  - 1) Eliminating Step 1 and Step 2
  - 2) Step 3 on the Paraeducator's salary schedule becomes the new Step 1
  - 3) Effective July 1, 2024, reconfigure the Paraeducator Salary Schedule to add Step 7. Step 7 pay shall be 5% greater than Step 6.
  - 4) Effective July 1, 2024, reconfigure the Paraeducator Salary Schedule to add Step 8. Step 8 pay shall be 5% greater than Step 7.
  
- B. Paraeducator Movement and Placement on the Salary Schedule: After reconfiguring the salary steps, Paraeducators are to remain on their new revised Step. For example, all Paras on Step 1 shall remain on new Step 1 and so on.

## **Proposed Para-Educator Annual Salary Schedule Effective July 1, 2024**

### **I Fiscal Year 2024-25**

- A. Effective July 1, 2024:
  - 1. Para-Educator Specialized Medical stipend shall be increased from \$500 annually to \$750 annually for those Para-Educators certified by the District to perform Specialized Medical procedures and assigned to provide this service to students as determined by the District.

**Schedule:** PARA - Paraeducator  
**Days:** 202  
**Months:** 10  
**Hours/Day:** 7.5  
**Bargaining Unit:** AFSCME



Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	A	\$31,170.94	\$32,729.49	\$34,365.96	\$36,084.26	\$37,888.47	\$39,782.90	\$41,772.04	\$43,860.64
	M	\$3,117.09	\$3,272.95	\$3,436.60	\$3,608.43	\$3,788.85	\$3,978.29	\$4,177.20	\$4,386.06
	D	\$154.31	\$162.03	\$170.13	\$178.63	\$187.57	\$196.95	\$206.79	\$217.13
	H	\$20.57	\$21.60	\$22.68	\$23.82	\$25.01	\$26.26	\$27.57	\$28.95
2	A	\$32,729.49	\$34,365.96	\$36,084.26	\$37,888.48	\$39,782.90	\$41,772.04	\$43,860.65	\$46,053.68
	M	\$3,272.95	\$3,436.60	\$3,608.43	\$3,788.85	\$3,978.29	\$4,177.20	\$4,386.06	\$4,605.37
	D	\$162.03	\$170.13	\$178.63	\$187.57	\$196.95	\$206.79	\$217.13	\$227.99
	H	\$21.60	\$22.68	\$23.82	\$25.01	\$26.26	\$27.57	\$28.95	\$30.40
3	A	\$34,365.96	\$36,084.26	\$37,888.47	\$39,782.89	\$41,772.04	\$43,860.64	\$46,053.67	\$48,356.36
	M	\$3,436.60	\$3,608.43	\$3,788.85	\$3,978.29	\$4,177.20	\$4,386.06	\$4,605.37	\$4,835.64
	D	\$170.13	\$178.63	\$187.57	\$196.95	\$206.79	\$217.13	\$227.99	\$239.39
	H	\$22.68	\$23.82	\$25.01	\$26.26	\$27.57	\$28.95	\$30.40	\$31.92
4	A	\$36,084.26	\$37,888.47	\$39,782.89	\$41,772.04	\$43,860.64	\$46,053.67	\$48,356.36	\$50,774.17
	M	\$3,608.43	\$3,788.85	\$3,978.29	\$4,177.20	\$4,386.06	\$4,605.37	\$4,835.64	\$5,077.42
	D	\$178.63	\$187.57	\$196.95	\$206.79	\$217.13	\$227.99	\$239.39	\$251.36
	H	\$23.82	\$25.01	\$26.26	\$27.57	\$28.95	\$30.40	\$31.92	\$33.51
5	A	\$37,888.47	\$39,782.90	\$41,772.04	\$43,860.64	\$46,053.68	\$48,356.36	\$50,774.18	\$53,312.89
	M	\$3,788.85	\$3,978.29	\$4,177.20	\$4,386.06	\$4,605.37	\$4,835.64	\$5,077.42	\$5,331.29
	D	\$187.57	\$196.95	\$206.79	\$217.13	\$227.99	\$239.39	\$251.36	\$263.93
	H	\$25.01	\$26.26	\$27.57	\$28.95	\$30.40	\$31.92	\$33.51	\$35.19

The first Salary increase for new hires on this salary schedule will be after six (6) full calendar months of active service. After that increase, employee will receive one step increase until top step is reached.

## LVN (10 MONTH, 202 DAYS, 7.5 HOURS/DAY) SALARY SCHEDULE

### I Fiscal Year 2024-25 LVN Salary Schedule Adjustments

A. Effective July 1, 2024: Reconfigure the LVN Salary Schedule by:

1. Eliminating Step 1 and Step 2
2. Step 3 on the LVN salary schedule becomes the new Step 1
3. Effective July 1, 2024, reconfigure the LVN Salary Schedule to add Step 6. Step 6 pay shall be 5% greater than Step 5.
4. Effective July 1, 2024, reconfigure the LVN Salary Schedule to add Step 7. Step 7 pay shall be 5% greater than Step 6.
5. Effective July 1, 2025, reconfigure the LVN Salary Schedule to add Step 8. Step 8 pay shall be 5% greater than Step 7.

B. After reconfiguring the salary steps, LVN's are to remain on their new revised Step. For example, all LVN's on Step 1 shall remain on new Step 1 and so on.

**New Proposed 2024-25 Salary Schedule**

Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
				\$54,647.1					
	<b>A</b>	\$49,566.54	\$52,044.87	1	\$57,379.47	\$60,248.44	\$63,260.86	\$66,423.90	\$69,745.10
	<b>M</b>	\$4,956.65	\$5,204.49	\$5,464.71	\$5,737.95	\$6,024.84	\$6,326.09	\$6,642.39	\$6,974.51
	<b>W</b>	\$1,226.89	\$1,288.24	\$1,352.65	\$1,420.28	\$1,491.30	\$1,565.86	\$1,644.16	\$1,726.36
	<b>D</b>	\$245.38	\$257.65	\$270.53	\$284.06	\$298.26	\$313.17	\$328.83	\$345.27
	<b>H</b>	<b>\$32.72</b>	<b>\$34.35</b>	<b>\$36.07</b>	<b>\$37.87</b>	<b>\$39.77</b>	<b>\$41.76</b>	<b>\$43.84</b>	<b>\$46.04</b>

**504 TECHNICIAN (10 MONTH, 202 DAYS, 7.5 HOURS/DAY) SALARY SCHEDULE**

**I. Fiscal Year 2024-25 504 Technician Salary Schedule Adjustments**

- A. Effective July 1, 2024: Reconfigure the 504 Tech Salary Schedule by:
1. Eliminating Step 1 and Step 2.
  2. Step 3 on the 504 Tech salary schedule becomes the new Step 1.
  3. Effective July 1, 2024, reconfigure the 504 Tech Salary Schedule to add Step 6. Step 6 pay shall be 5% greater than Step 5.
  4. Effective July 1, 2024, reconfigure the 504 Tech Salary Schedule to add Step 7. Step 7 pay shall be 5% greater than Step 6.
  5. Effective July 1, 2024, reconfigure the 504 Tech Salary Schedule to add Step 8. Step 8 pay shall be 5% greater than Step 7.
- B. After reconfiguring the salary steps, 504 Tech's are to remain on their new revised Step. For example, all 504 Techs on Step 1 shall remain on new Step 1 and so on.
1. Effective July 1, 2024: 504 Tech Movement and Placement on the Salary Schedule.

**Schedule:** A10T - 504 Technician  
**Days:** 202  
**Months:** 10  
**Hours/Day:** 7.5  
**Bargaining Unit:** AFSCME



Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	A	\$36,101.97	\$37,907.07	\$39,802.42	\$41,792.54	\$43,882.17	\$46,076.28	\$48,380.09	\$50,799.10
	M	\$3,610.20	\$3,790.71	\$3,980.24	\$4,179.25	\$4,388.22	\$4,607.63	\$4,838.01	\$5,079.91
	D	\$178.72	\$187.66	\$197.04	\$206.89	\$217.24	\$228.10	\$239.51	\$251.48
	H	\$23.25	\$24.42	\$25.64	\$26.92	\$28.27	\$29.68	\$31.16	\$32.72

2024-25 Salary Schedule									
Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2 AA +	A	\$39,802.42	\$41,792.54	\$43,882.17	\$46,076.28	\$48,380.09	\$50,799.09	\$53,339.05	\$56,006.00
	M	\$3,980.24	\$4,179.25	\$4,388.22	\$4,607.63	\$4,838.01	\$5,079.91	\$5,333.90	\$5,600.60
	W	\$985.21	\$1,034.47	\$1,086.19	\$1,140.50	\$1,197.53	\$1,257.40	\$1,320.27	\$1,386.29
	D	\$197.04	\$206.89	\$217.24	\$228.10	\$239.51	\$251.48	\$264.05	\$277.26
	H	\$26.27	\$27.59	\$28.97	\$30.41	\$31.93	\$33.53	\$35.21	\$36.97

**CUSTODIAL CLASSIFICATIONS SALARY SCHEDULE**

**I. Fiscal Year 2024-25 Custodian Salary Schedule Adjustments**

- A. Effective July 1, 2024: Reconfigure the Custodian, CDC, and Lead Custodian Salary Schedules by:
  - 1. Eliminating Step 1
  - 2. Step 2 on the Custodian, CDC and Lead salary schedules becomes the new Step
  - 3. Effective July 1, 2024, reconfigure the Custodian, CDC and Lead Custodian Salary Schedules to add Step 6. Step 6 pay shall be 5% greater than Step 5.
- B. After reconfiguring the salary steps, Custodian, CDC and Lead Custodian unit members are to remain on their new revised Step. For example, all Custodians, CDC and Lead Custodians on Step 1 shall remain on new Step 1 and so on.

Effective July 1, 2024: Custodian, CDC and Lead Custodian Movement and Placement on the Salary Schedule:

**Schedule:** CUST - Custodian and Head Custodian  
**Days:** 261  
**Months:** 10  
**Hours/Day:** 7.5  
**Bargaining Unit:** AFSCME



Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 Custodian	A	\$45,163.33	\$47,421.50	\$49,792.57	\$52,282.20	\$54,896.31	\$57,641.13
	M	\$3,763.61	\$3,951.79	\$4,149.38	\$4,356.85	\$4,574.69	\$4,803.43
	D	\$173.04	\$181.69	\$190.78	\$200.31	\$210.33	\$285.35
	H	\$23.07	\$24.23	\$25.44	\$26.71	\$28.04	\$37.13
2 Custodian CDC Lead Custodian	A	\$47,421.50	\$49,792.57	\$52,282.20	\$54,896.31	\$57,641.13	\$60,523.18
	M	\$3,951.79	\$4,149.38	\$4,356.85	\$4,574.69	\$4,803.43	\$5,043.60
	D	\$181.69	\$190.78	\$200.31	\$210.33	\$220.85	\$299.62
	H	\$24.23	\$25.44	\$26.71	\$28.04	\$29.45	\$38.98

The first Salary increase for new hires on this salary schedule will be after six (6) full calendar months of active service. After that increase, employee will receive one step increase until top step is reached.

## HEAD CUSTODIAL CLASSIFICATIONS SALARY SCHEDULE

### I. Fiscal Year 2024-25 Head Custodian Salary Schedule Adjustments

A. Effective July 1, 2024: Reconfigure the Head Custodian's Salary Schedules by:

1. Eliminating Step 1 and Step 2
2. Step 3 on the Head Custodian's salary schedules becomes the new Step 1 and so on.
3. Effective July 1, 2024, reconfigure the Head Custodian Salary Schedules to add Step 5 and Step 6. Step 5 pay shall be 5% greater than Step 4.

B. Effective July 1, 2024: Head Custodian's Movement and Placement on the Salary Schedule:

C. After reconfiguring the salary steps, Head Custodian unit members are to remain on their new revised Step. For example, all Head Custodians on Step 1 shall remain on new Step 1 and so on.

**Schedule: HEADCUST - Head Custodian**



**Days: 261**

**Months: 10**

**Hours/Day: 7.5**

**Bargaining Unit: AFSCME**

Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 Head Custodian	A	\$52,036.89	\$54,638.73	\$57,370.67	\$60,239.20	\$63,251.17	\$66,413.72
	M	\$4,336.41	\$4,553.23	\$4,780.89	\$5,019.93	\$5,270.93	\$5,534.48
	D	\$199.38	\$209.34	\$219.81	\$230.80	\$242.34	\$328.78
	H	\$26.58	\$27.91	\$29.31	\$30.77	\$32.31	\$42.78
2 Head Custodian II	A	\$54,638.73	\$57,370.67	\$60,239.20	\$63,251.17	\$66,413.72	\$69,734.41
	M	\$4,553.23	\$4,780.89	\$5,019.93	\$5,270.93	\$5,534.48	\$5,811.20
	D	\$209.34	\$219.81	\$230.80	\$242.34	\$254.46	\$345.22
	H	\$27.91	\$29.31	\$30.77	\$32.31	\$33.93	\$44.92
2 Head Custodian III	A	\$57,370.67	\$60,239.20	\$63,251.17	\$66,413.72	\$69,734.41	\$73,221.13
	M	\$4,780.89	\$5,019.93	\$5,270.93	\$5,534.48	\$5,811.20	\$6,101.76
	D	\$219.81	\$230.80	\$242.34	\$254.46	\$267.18	\$362.48
	H	\$29.31	\$30.77	\$32.31	\$33.93	\$35.62	\$47.16

The first Salary increase for new hires on this salary schedule will be after six (6) full calendar

**CUSTODIAL TECH AND SWEEPER UTILITY TECH CLASSIFICATIONS SALARY SCHEDULE**

**I. Fiscal Year 2024-25 Custodian Utility Tech and Sweeper**

- A. Effective July 1, 2024: Reconfigure the Custodian Utility Tech and Sweeper Utility Tech Salary Schedules by:
  - 1. Eliminating Step 1
  - 2. Step 2 on the Custodian Utility Tech and Sweeper Utility Tech salary schedules becomes the new Step 1.
  - 3. Effective July 1, 2024, reconfigure the Custodian Utility Tech and Sweeper Tech Salary Schedules to add Step 5 and Step 6. Step 5 pay shall be 5% greater than Step 4.
  - 4. Effective July 1, 2024: Custodian Utility Tech and Sweeper Utility Tech Movement and Placement on the Salary Schedule:
- B. After reconfiguring the salary steps, Custodian Utility Tech and Sweeper Utility Tech unit members are to remain on their new revised Step. For example, all Custodian Utility Techs and Sweeper Utility Techs on Step 1 shall remain on new Step 1 and so on.



**Schedule:** CUSTUTIL - Sweeper Utility Technician



Community Schools, Thriving Students

**Days:** 261

**Months:** 10

**Hours/Day:** 8

**Bargaining Unit:** AFSCME

Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	A	\$65,717.68	\$69,003.56	\$72,453.74	\$76,076.43	\$79,880.25	\$83,874.26
	M	\$5,476.47	\$5,750.30	\$6,037.81	\$6,339.70	\$6,656.69	\$6,989.52
	D	\$251.79	\$264.38	\$277.60	\$291.48	\$306.05	\$415.22
	H	\$31.47	\$33.05	\$34.70	\$36.44	\$38.26	\$40.17

### **NUTRITION SERVICES (10 MONTH, 202 DAYS, & 205 DAYS 7.5 HOURS/DAY) SALARY SCHEDULE**

- I. **Fiscal Year 2024-25 Nutrition Salary Schedule Adjustments** (Food Service Assistants and Food Service Managers)
  - A. Effective July 1, 2024: Reconfigure the Nutrition Services Salary Schedule by:
    - 1) Eliminating Step 1 and Step 2
    - 2) Step 3 on the Nutrition Services salary schedule becomes the new Step 1
    - 3) Effective July 1, 2024, reconfigure the Nutrition Services Salary Schedules to add Step 5. Step 5 pay shall be 5% greater than Step 4 and so on.
    - 4) Effective July 1, 2024, reconfigure the Nutrition Services Salary Schedules to add Step 5 and Step 6. Step 5 pay shall be 5% greater than Step 4 and so on.
  - B. Effective July 1, 2024: Nutrition Services Unit Members Movement and Placement on the Salary Schedule:
    - 1) After reconfiguring the salary steps, Nutrition Services unit members are to remain on their new revised Step. For example, all Nutrition Services unit members on Step 1 shall remain on the new Step 1 and so on.

**Schedule:** FSA - Food Service Assistant I & III



Community Schools, Thriving Students

**Days:** 202 (FSA I) and 204 (FSA III)

**Months:** 10

**Hours/Day:** 7.5

**Bargaining Unit:** AFSCME

Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 Food Service Assistant I	A	27497.25	\$28,872.11	\$30,315.72	\$31,831.50	\$33,423.08	\$35,094.23
	M	\$2,749.73	\$2,887.21	\$3,031.57	\$3,183.15	\$3,342.31	\$3,509.42
	D	\$136.13	\$142.93	\$150.08	\$157.58	\$165.46	\$173.73
	H	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$23.16
2 Food Service Assistant III	A	\$28,872.11	\$30,315.72	\$31,831.50	\$33,423.08	\$35,094.23	\$36,848.94
	M	\$2,887.21	\$3,031.57	\$3,183.15	\$3,342.31	\$3,509.42	\$3,684.89
	D	\$141.53	\$148.61	\$156.04	\$163.84	\$172.03	\$180.63
	H	\$18.87	\$19.81	\$20.80	\$21.85	\$22.94	\$24.08

**CENTRAL KITCHEN (10 MONTH, 204 DAYS AND 12 MONTH 261 DAYS 7.5 HOURS/DAY OR 8 HOURS/DAY) SALARY SCHEDULE**

**I. Fiscal Year 2024-25 Central Kitchen Salary Schedule Adjustments**

**(Production Assistants, Production Cooks and Central Kitchen Managers)**

A. Effective July 1, 2024: Reconfigure the Central Kitchen unit members Salary Schedule by:

1) Eliminating Step 1 and Step 2

2) Step 3 on the Central Kitchen unit member's salary schedule becomes the new Step 1

3) Effective July 1, 2024, reconfigure the Central Kitchen Salary Schedules to add Step 6. Step 6 pay shall be 5% greater than Step 5.

B. Effective July 1, 2024: Central Kitchen Movement and Placement on the Salary Schedule:

1) After reconfiguring the salary steps, Central Kitchen unit members are to remain on their new revised Step. For example, all Central Kitchen unit members on Step 1 shall remain on the new Step 1 and so on.

**Schedule: FSMG1 - Food Service Managers III, IV, V, VI and VII**

**Days: 205**

**Months: 10**

**Hours/Day: 7.5**

**Bargaining Unit: AFSCME**



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 Food Service Manager III	A	\$35,269.56	\$37,033.04	\$38,884.69	\$40,828.92	\$42,870.37	\$45,013.89
	M	\$3,526.96	\$3,703.30	\$3,888.47	\$4,082.89	\$4,287.04	\$4,501.39
	D	\$172.05	\$180.65	\$189.68	\$199.17	\$209.12	\$219.58
	H	\$22.94	\$24.09	\$25.29	\$26.56	\$27.88	\$29.28
2 Food Service Manager IV	A	\$37,033.04	\$38,884.69	\$40,828.92	\$42,870.37	\$45,013.89	\$47,264.58
	M	\$3,703.30	\$3,888.47	\$4,082.89	\$4,287.04	\$4,501.39	\$4,726.46
	D	\$180.65	\$189.68	\$199.17	\$209.12	\$219.58	\$230.56
	H	\$24.09	\$25.29	\$26.56	\$27.88	\$29.28	\$30.74
3 Food Service Manager V	A	\$38,884.69	\$40,828.92	\$42,870.37	\$45,013.89	\$47,264.58	\$49,627.81
	M	\$3,888.47	\$4,082.89	\$4,287.04	\$4,501.39	\$4,726.46	\$4,962.78
	D	\$189.68	\$199.17	\$209.12	\$219.58	\$230.56	\$242.09
	H	\$25.29	\$26.56	\$27.88	\$29.28	\$30.74	\$32.28
4 Food Service Manager VI	A	\$40,828.92	\$42,870.37	\$45,013.89	\$47,264.58	\$49,627.81	\$52,109.20
	M	\$4,082.89	\$4,287.04	\$4,501.39	\$4,726.46	\$4,962.78	\$5,210.92
	D	\$199.17	\$209.12	\$219.58	\$230.56	\$242.09	\$254.19
	H	\$26.56	\$27.88	\$29.28	\$30.74	\$32.28	\$33.89
5 Food Service Manager VI	A	\$42,870.37	\$45,013.89	\$47,264.58	\$49,627.81	\$52,109.20	\$54,714.66
	M	\$4,287.04	\$4,501.39	\$4,726.46	\$4,962.78	\$5,210.92	\$5,471.47
	D	\$209.12	\$219.58	\$230.56	\$242.09	\$254.19	\$266.90
	H	\$27.88	\$29.28	\$30.74	\$32.28	\$33.89	\$35.59

**CENTRAL KITCHEN (10 MONTH, 204 DAYS AND 12 MONTH 261 DAYS 7.5 HOURS/DAY OR 8 HOURS/DAY) SALARY SCHEDULE**

**I. Fiscal Year 2024-25 Central Kitchen Salary Schedule Adjustments**

**(Production Assistants, Production Cooks and Central Kitchen Managers)**

A. Effective July 1, 2024: Reconfigure the Central Kitchen unit members Salary Schedule by:

- 1) Eliminating Step 1 and Step 2
- 2) Step 3 on the Central Kitchen unit member's salary schedule becomes the new Step 1
- 3) Effective July 1, 2024, reconfigure the Central Kitchen Salary Schedules to add Step 6. Step 6 pay shall be 5% greater than Step 5.

B. Effective July 1, 2024: Central Kitchen Movement and Placement on the Salary Schedule:

- 1) After reconfiguring the salary steps, Central Kitchen unit members are to remain on their new revised Step. For example, all Central Kitchen unit members on Step 1 shall remain on the new Step 1 and so on.

**Schedule:** PROD10 - Production Assistant and Production Cook

**Days:** 204

**Months:** 10

**Hours/Day:** 7.5

**Bargaining Unit:** AFSCME



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1 Production Assistant	A	29,169.30	\$30,627.77	\$32,159.15	\$33,767.11	\$35,455.47	\$37,228.24
	M	\$2,916.93	\$3,062.78	\$3,215.92	\$3,376.71	\$3,545.55	\$3,722.82
	D	\$142.99	\$150.14	\$157.64	\$165.53	\$173.80	\$182.49
	H	\$19.06	\$20.02	\$21.02	\$22.07	\$23.17	\$24.33
2 Production Cook	A	\$33,767.10	\$35,455.46	\$37,228.23	\$39,089.64	\$41,044.12	\$43,096.33
	M	\$3,376.71	\$3,545.55	\$3,722.82	\$3,908.96	\$4,104.41	\$4,309.63
	D	\$165.53	\$173.80	\$182.49	\$191.62	\$201.20	\$211.26
	H	\$22.07	\$23.17	\$24.33	\$25.55	\$26.83	\$28.17

**PROD 12**

**Schedule:** PROD12 - Production Cook

**Days:** 261

**Months:** 12

**Hours/Day:** 7.5

**Bargaining Unit:** AFSCME



**SCHOOL DISTRICT**  
Community Schools, Thriving Students

Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	A	\$43,202.04	\$45,362.14	\$47,630.25	\$50,011.76	\$52,512.35	\$55,137.97
	M	\$3,600.17	\$3,780.18	\$3,969.19	\$4,167.65	\$4,376.03	\$4,594.83
	D	\$165.53	\$173.80	\$182.49	\$191.62	\$201.20	\$211.26
	H	\$22.07	\$23.17	\$24.33	\$25.55	\$26.83	\$28.17

**SANTECH**

**Schedule:** SANTECH - Sanitation Technician

**Days:** 261

**Months:** 12

**Hours/Day:** 8

**Bargaining Unit:** AFSCME



**SCHOOL DISTRICT**  
Community Schools, Thriving Students

Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	A	\$57,074.85	\$59,928.59	\$62,925.02	\$66,071.27	\$69,374.84	\$72,843.58
	M	\$4,756.24	\$4,994.05	\$5,243.75	\$5,505.94	\$5,781.24	\$6,070.30
	D	\$218.68	\$229.61	\$241.09	\$253.15	\$265.80	\$279.09
	H	\$27.33	\$28.70	\$30.14	\$31.64	\$33.23	\$34.89

**CKM1**

**Schedule:** CKM1 - Central Kitchen Manager I  
**Days:** 205  
**Months:** 10  
**Hours/Day:** 7.5  
**Bargaining Unit:** AFSCME



Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	A	\$50,131.17	\$52,637.73	\$55,269.61	\$58,033.10	\$60,934.75	\$63,981.49
	M	\$5,013.12	\$5,263.77	\$5,526.96	\$5,803.31	\$6,093.48	\$6,398.15
	D	\$244.54	\$256.77	\$269.61	\$283.09	\$297.24	\$312.10
	H	\$32.61	\$34.24	\$35.95	\$37.75	\$39.63	\$41.61

**CKM1 CK**

**Schedule:** CKM1 - Central Kitchen Manager II  
**Days:** 261  
**Months:** 12  
**Hours/Day:** 7.5  
**Bargaining Unit:** AFSCME



Range	*	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	A	\$67,025.69	\$70,376.97	\$73,895.82	\$77,590.61	\$81,470.15	\$85,543.65
	M	\$5,585.47	\$5,864.75	\$6,157.99	\$6,465.88	\$6,789.18	\$7,128.64
	D	\$256.80	\$269.64	\$283.13	\$297.28	\$312.15	\$327.75
	H	\$34.24	\$35.95	\$37.75	\$39.64	\$41.62	\$43.70

- I. Fiscal Year 2025-26 All AFSCME classifications shall receive the following:**  
 A. Effective January 1, 2026 there shall be a 5% increase.

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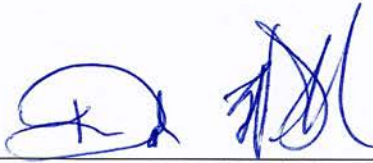
**ARTICLE 29 DURATION OF AGREEMENT**

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This Contract of Agreement shall be effective ~~July 1, 2022~~ **July 1, 2024**, except for those provisions which have been assigned other effective dates, and shall remain in full force and effect to and including ~~June 30, 2024~~ **June 30, 2027**, and from year to year thereafter unless either party serves written notice of the desire to amend, modify or terminate this Contract of Agreement ninety (90) days prior to the first day of July of any subsequent year.

For the ~~2022-23~~ school year, either Party may reopen up to four (4) articles. For the ~~2023-24~~ 2026-2027 school year, either Party may reopen up to three (3) articles.

**AFSCME LOCAL 257**



Dana Wood, President



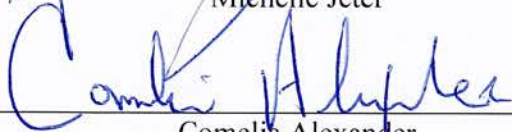
Jo Bates, Business Agent



Maureen Madsen



Michelle Jeter



Comelia Alexander



Sheila Richardson



Marquis Smith

**Oakland Unified School District**

  
GIA WHITE (Jan 31, 2025 15:53 PST)

Gia White, Labor Relations Coordinator

  
SOPHIA WARITH (Jan 31, 2025 17:07 PST)

Sophia Warith, Sr Talent Partner

  
Deon Guillory II (Feb 3, 2025 18:51 PST)

Deon Guillory II, Custodial Services Coordinator

  
CASSANDRA REED (Feb 3, 2025 12:13 PST)

Cassandra Reed, Nutrition Services Coordinator

  
Roland BROACH

Roland Broach, Executive Director Facilities,  
Custodial & Grounds



Tara Gard, Chief Talent Officer



Jenine Lindsey, General Counsel

Dated: January 29, 2025





**Alameda County Office of Education - Business Advisory Services**

Public Disclosure of Collective Bargaining Agreements  
General Instructions

**Requirement to Disclose for Public Review:**

Assembly Bill 1200 Public Disclosure of Proposed Collective Bargaining Agreements requires local educational agencies to publically disclose the provision of all collective bargaining agreements before entering into a written agreement. Government Code (GC) Section 3547.5 states:

"Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer."

- ▶ Please make the disclosure document available for public review prior to the governing board taking action on the proposed bargaining agreement. The entire collective bargaining disclosure document, including multiyear projections, the Superintendent / CBO certifications and assumptions, and board actions needed in current and subsequent years, must be reviewed by the board prior to board action on the agreement.
- ▶ If the District would like a formal letter indicating ACOE review, please indicate on the form and provide *at least* 10 working days prior to the date needed for board action.
- ▶ The manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the district. Districts may select one or more methods for communicating to the public as long as notification includes the public at large and is not limited to district parents only. The standard disclosure document should be utilized and be available for public review.

**Requirement to Submit to ACOE:**

- ▶ Districts with a qualified or negative certification **MUST** submit documents to the County Office for review and comment at least 10 working days prior to the date of board action. This includes any modification to existing agreements(s). [GC 3540.2]
- ▶ Within 45 days of adopting a collective bargaining agreement, the superintendent of the school district shall forward to the County Superintendent of Schools any revisions to the school district's current year budget that are necessary to fulfill the terms of that agreement. [GC 42142]
- ▶ [All required documents to be submitted to the County Office with each collective bargaining are indicated in blue on this page.](#)

**What to Disclose:**

- ▶ Any time a contract is reopened with an impact on "any area of the existing contract", financial or non-financial, a disclosure of the proposed agreement must be made. This is especially applicable to multiyear agreements that are tied to projected cost of living adjustments in the subsequent years. Once an actual percentage rate and dollar increase is established, that salary increase must be disclosed even though it may have been partially budgeted.

- ▶ If the only change is non-financial and in language only, please describe the agreement in the Narrative section (Page 2) and put N/A in the financial sections.
- ▶ Please complete separate documents for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements (further instructions provided on the forms).
- ▶ The District must conduct a fiscal impact analysis of the settlement for ALL FUNDS affected, and disclose the potential for deficits in any fund as a result of the settlement and the potential impact of such deficits on the General Fund.
- ▶ Attach a copy of the proposed bargaining agreement to each disclosure form. Tentative Agreements submitted to the County Office should be signed by all the necessary and represented parties.

## **CERTIFICATION FORMS:**

### **Certificate of Affordability**

- ▶ The **Certificate of Affordability** - Certification of the District's Ability to Afford the costs of a Collective Bargaining Agreement - must be signed by the District Superintendent and Chief Business Official (CBO) at the time of public disclosure and submitted to County Office. "I hereby certify" or "I am unable to certify" must be checked by both signers.
- ▶ The Superintendent's and CBO's certifications are meant to be independent of one another.
- ▶ The certifications serve as additional information provided to the board regarding the affordability of the proposed agreement before the board takes action on the agreement.
- ▶ The certifications should be accompanied by:
  - The fiscal planning assumptions that are used in making the certification.
  - Any qualifying comments made by the Superintendent and/or CBO that speak to the agreement's affordability within the context of the district's entire budget.
- ▶ The absence of a certification signature or a check on the "I am unable to certify" line does not prevent a board from taking action on an agreement. However, if a board approves an agreement missing a certification signature or with the "I am unable to certify" checked, it is still expected to adopt the budget revisions needed to pay for the agreement.
- ▶ The Alameda County Office of Education (ACOE) will process any payroll adjustments reflected in an agreement, even if the superintendent and/or CBO do not provide certifying signatures. However, the absence of a certification signature or if the "I am unable to certify" box is checked serves as an alert to the ACOE to carefully analyze and review the district's ability to fund the agreement.
- ▶ Within 45 days of adopting a collective bargaining agreement, or prior to, or with its next interim report submission (or budget submission if the agreement is adopted after the submittal of the district's Second Interim Report), whichever comes first, any budget revisions to the school district's current year budget that are necessary to fulfill the terms of the agreement must be forwarded to the ACOE. If a school district does not adopt all of the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the County Superintendent of Schools is required to issue a qualified or negative certification of the district's next interim report (Ed Code Section 42142).

### **Certification of Board Action**



- ▶ The **Certification of Board Action** must be signed by the District Superintendent at the time of public disclosure and submitted with the completed disclosure forms to the County Office.
- ▶ After the Governing Board takes action on the proposed agreement, Certification of Board Action must be signed by the Board President or Clerk and resubmitted to the County Office.



**Alameda County Office of Education - Business Advisory Services**

**Public Disclosure of Collective Bargaining Agreements  
Specific Instructions**

- \* Complete Page 1 for each Bargaining Unit.
- \* If multiple bargaining unit agreements are settled concurrently, show combined fiscal impact in pages 2-5.
- \* The MYP should combine the impact of all bargaining units.
- \* **If a settlement results in significant impact to funds other than the General Fund, please provide disclosure (pages 1 - 5) for the other funds.**
- \* Is a Retroactive payroll anticipated? If so, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.

**Certificate of Affordability**

In Year 1, include the costs associated with any one-time payments in the One-time line and the on-going cost to be incurred in Year 1 in the On-going line.

In Year 2, include any one-time costs to be paid in year 2, and the ongoing cost, above the most recently approved MYP .

In Year 3, include any one-time costs to be paid in year 3, and the ongoing cost, above the most recently approved MYP.

The "Total" line and "Cumulative cost over 3 years" column will be auto-calculated.

e.g.

Cost over current budget / MYP	Year 1	Year 2	Year 3	Cumulative cost over 3 years
<b>One-time</b>	600,000	-	-	600,000
<b>On-going</b>	1,000,000	1,015,000	1,030,225	3,045,225

In this example, there is a one-time payment that totals \$600,000 in the current year, plus an ongoing increase to the salary schedule that will cost \$1,000,000 in the current year. The ongoing increase will cost \$1,000,000 + a step and column of an additional 1.5% in year 2. In Year 3, the Year 2 amount is increased by another 1.5%. The Cumulative cost column provides an estimate of the total cost of this settlement over the current and two subsequent years.

Please indicate whether budget revisions will be necessary.

If revisions will be necessary, provide the details in the table below, or, if more detail is needed, in an attachment.

The Certificate of Affordability - Certification of the District's Ability to Afford the costs of a Collective Bargaining Agreement - must be signed by the District Superintendent and Chief Business Official (CBO) at the time of public disclosure. "I hereby certify" or "I am unable to certify" must be checked by both signers.

The Superintendent's and CBO's certifications are meant to be independent of one another.

The certifications serve as additional information provided to the board regarding the affordability of the proposed agreement before the board takes action on the agreement.

The certifications should be accompanied by:

- The fiscal planning assumptions that are used in making the certification.
- Any qualifying comments made by the Superintendent and/or CBO that speak to the agreement's affordability within the context of the district's entire budget.

The absence of a certification signature or a check on the "I am unable to certify" line does not prevent a board from taking action on an agreement. However, if a board approves an agreement missing a certification signature or with the "I am unable to certify" checked, it is still expected to adopt the budget revisions needed to pay for the agreement.

ACOE will process any payroll adjustments reflected in an agreement, even if the superintendent and/or CBO do not provide certifying signatures. However, the absence of a certification signature or if the "I am unable to certify" box is checked serves as an alert to the ACOE to carefully analyze and review the district's ability to fund the agreement.

Within 45 days of adopting a collective bargaining agreement, or prior to, or with its next interim report submission (or budget submission if the agreement is adopted after the submittal of the district's Second Interim Report), whichever comes first, any budget revisions to the school district's current year budget that are necessary to fulfill the terms of the agreement must be forwarded to the ACOE. If a school district does not adopt all of the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the County Superintendent of Schools is required to issue a qualified or negative certification of the district's next interim report (Ed Code Section 42142).

**Page 1: Fiscal Impact**

Please fill in highlighted (yellow) cells only. Other cells will automatically calculate.

If a letter is requested from the Alameda County Superintendent to the District Board, please indicate and allow 10 working days.

**A. Proposed Changes in Compensation**

**The purpose of this table is to isolate the various components of a settlement and the timing of when the financial components take effect. Also, it ensures that related costs are reflected in the total cost.**

FY - Fill in the Fiscal Year. The "Annual Cost" column and the "Year 1" column are the current fiscal year.

Annual Cost column: Enter the costs for the bargaining unit prior to the proposed agreement. Please use the latest approved budget. If the costs of the settlement are already included in the budget, back-out the settlement costs to indicate the costs prior to settlement.

Year 1, Year 2 and Year 3: Year 1 is current fiscal year. For an on-going agreement that increases the salary schedule in Year 1, the step and column associated with the additional salary should be entered in Year 2 and Year 3. For a multiyear agreement that is implemented over several years, indicate the additional cost in the year the cost goes into effect, i.e., an additional % increase in Year 2 or Year 3..

Line 1: Salary Schedule, including salary increase in first year of implementation, plus step and column on the settlement amount in subsequent years. Report only the cost of salaries excluding statutory and health /welfare benefits.

Line 2: Other Compensation. Report only the cost of "other compensation" provided in the agreement, such as stipends. Exclude statutory and health/welfare benefits.

Line 2a: Description of Other Compensation: Indicate Specific changes in "Other Compensation" for each affected year. E.g., one-time \$100 per employee.

Line 3. Statutory Benefits. Report only the cost of statutory benefits associated with the agreement excluding health/welfare benefits.

Line 4. Health/Welfare Benefits. Report only the cost of health/welfare benefits associated with the agreement, excluding the cost of salaries and statutory benefits.

Line 5. Total Cost of Negotiated Settlement - automatically adds lines 1 through 4.

Line 6. Total number of represented employees. Enter the full-time equivalent (FTE) employees for the affected bargaining unit.

Line 7: Total compensation average cost per employee. Automatically calculates average based on total cost and total FTE.

**Page 2A: Unrestricted General Fund Revised Budget**

**D. Impact of Proposed Agreement on Current Year Operating Budget - UNRESTRICTED GENERAL FUND**

Column 1: Please input the latest Board-Approved UNRESTRICTED General Fund budget. If the settlement was already included, back out the settlement to show the pre-settlement amounts.

Column 2: Please input the current fiscal year costs of the settlement. This should come from Page 1, Section A. Proposed Change in Compensation, Year 1 column.

Column 3: Please input any other revisions due to the Settlement. If other bargaining unit agreements are pending or recently settled, Column 3 can be used to show the revisions necessary for the other units.

Column 4: Automatically calculated. This column should reflect the current budget, as adjusted for all agreements.

Reserve Requirement: Please input district's reserve percentage in box on page 2A (cell P24)

Data entered on Page 2A and 2B, Unrestricted and Restricted General Fund, will automatically populate page 2C, Combined General Fund as well as the first column (current year) of the Multiyear Projections (MYP), Page 5.

**Page 2B: Restricted General Fund Revised Budget**

**D. Impact of Proposed Agreement on Current Year Operating Budget - RESTRICTED GENERAL FUND**

Column 1: Please input the latest Board-Approved RESTRICTED General Fund budget. If the settlement was already included, back out the settlement to show the pre-settlement amounts.

Column 2: Please input the current fiscal year costs of the settlement. This should come from Page 1, Section A. Proposed Change in Compensation, Year 1 column.

Column 3: Please input any other revisions due to the Settlement. If other bargaining unit agreements are pending or recently settled, then Column 3 can be used to show the revisions necessary for the other units.

Column 4: Automatically calculated. This column should reflect the current budget, as adjusted for all agreements.

Data entered on Page 2A and 2B, Unrestricted and Restricted General Fund, will automatically populate page 2C, Combined General Fund as well as the first column (current year) of the Multiyear Projections (MYP), Page 3.

**Page 2C: Combined General Fund Revised Budget**

D. Impact of Proposed Agreement on Current Year Operating Budget - COMBINED GENERAL FUND

This page will self-populated from Page 2A and 2B. HOWEVER, PLEASE REVIEW FOR ACCURACY.

**Page 3: Revised Multi-Year Projections**

E. Revised MYP Including the Effects of Collective Bargaining

Year 1 will auto-populate from Page 2C Combined General Fund Total New Budget column.

Year 2 & Year 3 - these columns should tie to the most recent Board-approved MYP, with adjustments as needed and identified on the Certificate of Affordability.

Expenditures - Step & Column Adjustment - the salary amount will auto populate from prior year; input the Step & Column estimate for all salaries (including any amount related to the settlement) here.

Expenditures - Settlement-Related Costs (+/-) - for years 2 and Year 3, input any changes related to the settlement here; e.g., reversing a one-time bonus or including an increase that starts in Year 2 or Year 3.

Expenditures - Other Adjustments - staffing changes or other adjustments not directly related to the settlement should be input here. Also, explain these adjustments on Page 3, Funding Source, #17.

F. State Reserve Standard

1.a., b., c. will auto populate from MYP Table above.

2 a. & b. will auto populate from table above.

2 c. & d. - Please INPUT information from Fund 17

3 - Auto-calculates whether reserve has been met. Please provide an explanation if reserve is less than requirement.

4. Please provide a cash flow projection if a retroactive payment is anticipated.

**Page 4: Narrative**

B. Narrative Description of Agreement

Questions are self-explanatory. Complete this section even if there are is no monetary component to the agreement.

**Page 5: Funding Source**

C. Source of Funding for Proposed Agreement:

Questions are self-explanatory.

## Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Oakland Unified

Name of Bargaining Unit: American Federation of State, County & Municipal Emplo

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 7/1/2024 and ending: 6/30/2027  
(date) (date)

The Governing Board will take action on: 4/23/2025  
(date)

Letter requested from Alameda County Office of Education? Yes (indicate yes or no)

**A. Proposed Changes in Compensation**

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY 2024-25 1Int	Fiscal Impact of Proposed Agreement <small>(complete Year 2 and 3 for multiyear &amp; overlapping agreements only)</small>		
			Year 1 Increase/(Decrease) FY 2024-25 1Int	Year 2 Increase/(Decrease) FY 2025-26	Year 3 Increase/(Decrease) FY 2026-27
1	<b>Salary Schedule</b> Increase (Decrease)	\$ 89,307,798			
			0.00%	0.00%	0.00%
2	<b>Step &amp; Column</b> Increase (Decrease) due to movement plus any changes due to settlement		\$ 2,216,838	\$ 1,492,122	\$ 1,429,920
			0.00%	0.00%	0.00%
3a	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -		
			0.00%	0.00%	0.00%
3b	<b>Description of Other Compensation</b> (Listed on Line 3 above)				
4	<b>Statutory Benefits</b> - STRS, PERS, FICA, WC, UI, Medicare, etc.		\$ 1,104,650	\$ 749,493	\$ 735,408
			0.00%	0.00%	0.00%
5	<b>Health/Welfare Increases</b>				
			0.00%	0.00%	0.00%
6	<b>Total Cost of Negotiated Settlement</b> (Add Items 1 through 5 to equal 6)	\$ 89,307,798	\$ 3,321,488	\$ 2,241,615	\$ 2,165,327
			3.72%	2.51%	2.42%
7	<b>Total number of represented Employees</b> (Use FTEs)				
8	<b>Total Compensation <u>Average Cost</u> per Employee</b>	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%

**Public Disclosure of Collective Bargaining Agreement**  
 In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified**

Name of Bargaining Unit: **American Federation of State, County & Municipal Employees**

The Governing Board will take action on: **4/23/2025**

**D. Impact of Proposed Agreement on Current Year Operating Budget - UNRESTRICTED GENERAL FUND**

	Column 1	Column 2	Column 3	Column 4
Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Latest Board-Approved Budget Before Settlement FY 2024-25 1Int	Adjustments as a result of Settlement	Other Revisions due to Settlement and/or Other Unit Agreements	Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ 476,096,833	\$ -	\$ -	\$ 476,096,833
Federal Revenue (8100-8299)	\$ -	\$ -	\$ -	\$ -
Other State Revenue (8300-8599)	\$ 10,905,072	\$ -	\$ -	\$ 10,905,072
Other Local Revenue (8600-8799)	\$ 10,957,759	\$ -	\$ -	\$ 10,957,759
<b>Total Revenues</b>	<b>\$ 497,959,664</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 497,959,664</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 185,624,674	\$ -	\$ -	\$ 185,624,674
Classified Salaries (2000-2999)	\$ 62,843,224	\$ 1,150,754	\$ -	\$ 63,993,978
Employee Benefits (3000-3999)	\$ 119,760,180	\$ 538,898	\$ -	\$ 120,299,078
Books and Supplies (4000-4999)	\$ 33,995,793	\$ (2,674,810)	\$ -	\$ 31,320,984
Services & Operating Expenses (5000-5999)	\$ 60,813,098	\$ -	\$ -	\$ 60,813,098
Capital Outlay (6000-6599)	\$ 4,141,635	\$ -	\$ -	\$ 4,141,635
Other Outgo (7100-7299 & 7400-7499)	\$ 2,115,699	\$ -	\$ -	\$ 2,115,699
Direct Support/Indirect Cost (7300-7399)	\$ (14,073,117)	\$ -	\$ -	\$ (14,073,117)
<b>Total Expenditures</b>	<b>\$ 455,221,187</b>	<b>\$ (985,157)</b>	<b>\$ -</b>	<b>\$ 454,236,030</b>
Operating Surplus (Deficit)	\$ 42,738,476	\$ 985,157	\$ -	\$ 43,723,634
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Contributions (8980-8999)	\$ (127,129,584)	\$ -	\$ -	\$ (127,129,584)
Current Year Increase (Decrease) In Fund Balance	<b>\$ (87,391,108)</b>	<b>\$ 985,157</b>	<b>\$ -</b>	<b>\$ (86,405,950)</b>
Beginning Balance	\$ 118,160,823			\$ 118,160,823
Pr. Year Audit Adj./Restatements (9793-9795)				\$ -
Current Year Ending Balance	\$ 30,769,716	\$ 985,157	\$ -	\$ 31,754,873
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)	\$ 150,000			\$ 150,000
Reserved for Economic Uncertainties (9789)	\$ 28,775,920.25	\$ (82,516.96)	\$ -	\$ 28,693,403
Designated Amounts (9775-9780)	\$ 1,396,299	\$ 1,195,261		\$ 2,591,560
Unappropriated Amounts (9790)	\$ 447,496	\$ (127,587)	\$ -	\$ 319,909
Comments (Major changes):	Reflects reserve of \$1,195,261 from 2024-25 Reserve amount coming out of 4392 for the 2025-26 and 2026-27 increases.			

**Public Disclosure of Collective Bargaining Agreement**  
 In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified**

Name of Bargaining Unit: **American Federation of State, County & Municipal Employees**

The Governing Board will take action on: **4/23/2025**

**D. Impact of Proposed Agreement on Current Year Operating Budget - RESTRICTED GENERAL FUND**

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board-Approved Budget Before Settlement FY 2024-25 1Int	Column 2 Cost of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ 4,348,361	\$ -	\$ -	\$ 4,348,361
Federal Revenue (8100-8299)	\$ 66,972,741	\$ -	\$ -	\$ 66,972,741
Other State Revenue (8300-8599)	\$ 154,419,389	\$ -	\$ -	\$ 154,419,389
Other Local Revenue (8600-8799)	\$ 83,309,611	\$ -	\$ -	\$ 83,309,611
<b>Total Revenues</b>	<b>\$ 309,050,101</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 309,050,101</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 96,450,329	\$ -	\$ -	\$ 96,450,329
Classified Salaries (2000-2999)	\$ 74,309,881	\$ 2,239,469	\$ -	\$ 76,549,350
Employee Benefits (3000-3999)	\$ 111,360,839	\$ 1,048,743	\$ -	\$ 112,409,582
Books and Supplies (4000-4999)	\$ 57,997,927	\$ (5,053,620)	\$ -	\$ 52,944,307
Services & Operating Expenses (5000-5999)	\$ 129,891,089	\$ -	\$ -	\$ 129,891,089
Capital Outlay (6000-6599)	\$ 11,416,711	\$ -	\$ -	\$ 11,416,711
Other Outgo (7100-7299 & 7400-7499)	\$ 7,929,911	\$ -	\$ -	\$ 7,929,911
Direct Support/Indirect Cost (7300-7399)	\$ 11,619,467	\$ -	\$ -	\$ 11,619,467
<b>Total Expenditures</b>	<b>\$ 500,976,154</b>	<b>\$ (1,765,408)</b>	<b>\$ -</b>	<b>\$ 499,210,746</b>
Operating Surplus (Deficit)	\$ (191,926,053)	\$ 1,765,408	\$ -	\$ (190,160,645)
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 127,129,584	\$ -	\$ -	\$ 127,129,584
Current Year Increase (Decrease) In Fund Balance	\$ (64,796,469)	\$ 1,765,408	\$ -	\$ (63,031,061)
Beginning Balance	\$ 190,705,809			\$ 190,705,809
Pr. Year Audit Adj./Restatements (9793-9795)				\$ -
Current Year Ending Balance	\$ 125,909,340	\$ 1,765,408	\$ -	\$ 127,674,748
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)	\$ -	\$ 2,258,154	\$ -	\$ 2,258,154
Unappropriated Amounts (9790)	\$ 125,909,340			\$ 125,416,594
Comments (Major changes):				
Reflects reserve of \$1,195,261 from 2024-25 Reserve amount coming out of 4392 for the 2025-26 and 2026-27 increases.				

**Public Disclosure of Collective Bargaining Agreement**  
 In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Oakland Unified**

Name of Bargaining Unit: **American Federation of State, County & Municipal Employees**

The Governing Board will take action on: **4/23/2025**

**D. Impact of Proposed Agreement on Current Year Operating Budget - COMBINED GENERAL FUND**

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement FY 2024-25 1Int	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ 480,445,194	\$ -	\$ -	\$ 480,445,194
Federal Revenue (8100-8299)	\$ 66,972,741	\$ -	\$ -	\$ 66,972,741
Other State Revenue (8300-8599)	\$ 165,324,461	\$ -	\$ -	\$ 165,324,461
Other Local Revenue (8600-8799)	\$ 94,267,370	\$ -	\$ -	\$ 94,267,370
<b>Total Revenues</b>	<b>\$ 807,009,765</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 807,009,765</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 282,075,004	\$ -	\$ -	\$ 282,075,004
Classified Salaries (2000-2999)	\$ 137,153,105	\$ 3,390,223	\$ -	\$ 140,543,328
Employee Benefits (3000-3999)	\$ 231,121,019	\$ 1,587,641	\$ -	\$ 232,708,660
Books and Supplies (4000-4999)	\$ 91,993,721	\$ (7,728,430)	\$ -	\$ 84,265,291
Services & Operating Expenses (5000-5999)	\$ 190,704,188	\$ -	\$ -	\$ 190,704,188
Capital Outlay (6000-6599)	\$ 15,558,346	\$ -	\$ -	\$ 15,558,346
Other Outgo (7100-7299 & 7400-7499)	\$ 10,045,610	\$ -	\$ -	\$ 10,045,610
Direct Support/Indirect Cost (7300-7399)	\$ (2,453,650)	\$ -	\$ -	\$ (2,453,650)
<b>Total Expenditures</b>	<b>\$ 956,197,342</b>	<b>\$ (2,750,565)</b>	<b>\$ -</b>	<b>\$ 953,446,776</b>
Operating Surplus (Deficit)	\$ (149,187,577)	\$ 2,750,565	\$ -	\$ (146,437,011)
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Contributions (8980-8999)	\$ (0)	\$ -	\$ -	\$ (0)
Current Year Increase (Decrease) In Fund Balance	\$ (152,187,577)	\$ 2,750,565	\$ -	\$ (149,437,011)
Beginning Balance	\$ 308,866,632			\$ 308,866,632
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 156,679,055	\$ 2,750,565	\$ -	\$ 159,429,621
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)	\$ 150,000	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9789)	\$ 28,775,920	\$ (82,517)	\$ -	\$ 28,693,403
Designated Amounts (9775-9780)	\$ 1,396,299	\$ 3,453,415	\$ -	\$ 4,849,714
Unappropriated Amounts - Unrestricted (9790)	\$ 447,496	\$ (127,587)	\$ -	\$ 319,909
Unappropriated Amounts - Restricted (9790)	\$ 125,909,340	\$ -	\$ -	\$ 125,416,594
Unrestricted Reserves Percentage	16.17%			3.03%
Comments (Major changes):				
Reflects reserve of \$4,383,062 Total from 2024-25 Reserve amount coming out of 4392 for the 2025-26 and 2026-27 increases.				



## Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

**Name of District:** Oakland Unified

**Name of Bargaining Unit:** American Federation of State, County & Municipal Employees

**The Governing Board will take action on:** 4/23/2025

**E. Revised MYP Including the Effects of Collective Bargaining**

	Year 1	Year 2	Year 3
	FY	2025-26	2026-27
<b>Revenues</b>			
LCFF Revenue Sources	480,445,194	489,081,133	504,975,081
Federal Revenue	66,972,741	59,894,711	59,894,711
Other State Revenue	165,324,461	169,507,099	174,208,423
Local Revenue	94,267,370	93,548,974	93,448,735
Other Financing Sources	0		
Other Adjustments			
<b>Total Revenue</b>	807,009,765	812,031,917	832,526,950
<b>Expenditures</b>			
Certificated Salaries	282,075,004	282,075,004	285,760,905
Step & Column Adjustment		3,685,902	3,888,629
<b>Settlement-Related Costs (+/-)</b>			
Other Adjustments			
<b>Total Certificated Salaries</b>	282,075,004	285,760,905	289,649,534
Classified Salaries	140,543,328	140,543,328	143,687,005
Step & Column Adjustment		1,651,555	2,513,384
<b>Settlement-Related Costs (+/-)</b>		1,492,122	1,429,920
Other Adjustments			
<b>Total Classified Salaries</b>	140,543,328	143,687,005	147,630,308
Employee Benefits	232,708,660	244,785,309	249,249,510
<b>Settlement-Related Costs (+/-)</b>			
Books & Supplies	84,265,291	77,054,261	70,831,126
Services, Other Operating Exp	190,704,188	187,381,662	192,169,285
Capital Outlay	15,558,346	12,986,548	12,986,548
Other Outgo (Excluding Transfers of Indirect Costs)	10,045,610	10,045,610	10,045,610
Other Outgo - Transfers of Indirect Costs	(2,453,650)	(2,570,285)	(2,974,340)
Other Financing Uses	3,000,000	3,000,000	3,000,000
Other Adjustments		(95,723,204)	(99,617,067)
<b>Total Expenditures</b>	956,446,776	866,407,811	872,970,513
<b>Net Increase(Decrease) in Fund Balance</b>	(149,437,011)	(54,375,894)	(40,443,563)
Beginning Fund Balance	308,866,632	159,429,621	105,053,727
Audit Adjustments/Restatements	0		
Ending Balance	159,429,621	105,053,727	64,610,163
<b>Components of Ending Balance</b>			
Revolving & Stores	150,000	150,000	150,000
Restricted Balance & Other Designations	4,849,714	896,299	896,299
Required Reserve	28,693,403	25,992,234	26,189,115
Unrestricted Balance (Incl Revolving)	125,736,503	78,015,193	37,374,748
<b>ADA Assumption:</b>			
Comments (Major changes):			

**Public Disclosure of Collective Bargaining Agreement**  
**In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5**

**F. State Reserve Standard**

**1. Calculate State Required Minimum Reserve - Required Reserve for Economic Uncertainty (REU)**

	Year 1	Year 2	Year 3
a. Total Expenditures including Transfers Out and Other Uses	956,446,776	866,407,811	872,970,513
b. Required Reserve Percentage (REU) for this District	3.00%	3.00%	3.00%
c. REU Amount:	\$ 28,693,403	\$ 25,992,234	\$ 26,189,115

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a. General Fund Unrestricted REU	\$ 28,693,403	#REF!	\$ 26,189,115
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 125,736,503	\$ 78,015,193	\$ 37,374,748
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 154,429,906	#REF!	\$ 63,563,864

**3. Has the minimum state-required reserve been met?**                      **Yes**                      **#REF!**                      **Yes**

If NO, how do you plan to restore your reserves?

**4. Is a retroactive payroll anticipated?** If yes, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.

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## **Public Disclosure of Collective Bargaining Agreement** In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

**Name of District:** Oakland Unified

**Name of Bargaining Unit:** American Federation of State, County & Municipal Employees

**The Governing Board will take action on:** 4/23/2025

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**B. Narrative Description of Agreement**

8. **What was the negotiated percentage increase that was approved?** For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The AFSCME Agreement notes several classifications where Step one is replaced by an existing Step, therefore increasing the base salary and subsequently adding 5% consistently between each step. The Paraeducator, LVN, 504 Technician, Custodial, Head Custodial, Custodial and Sweeper Tech, Nutrition Services, Production Cook, Central Kitchen were also included. The agreement also includes a 5% increase starting January 1, 2026 for all salary schedules. Nutrition Services and positions attached to Child Development are not modeled on this AB1200.

9. **Were any additional steps, columns or ranges added to the schedules?**

(If yes, please explain.)

Yes. Each salary schedule has moved to reduce the value of the early cells and added additional cells at the end of the schedule. There was an additional \$500 to \$750 increase in the Para Educator Specialized Medical stipend. This is a \$65K annual increase.

10. **Please include additional comments and explanations as necessary.**

(If more room is necessary, please attach additional sheet.)

The District will reserve the amounts budgeted in 2024-25 for 2025-26 and 2026-27 required to fulfill the agreement in the out years. See Unrest and rest GF Rev Budget.

11. **Proposed negotiated changes in non-compensation items**

(e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

12. **What contingency language is included in the proposed agreement (e.g. reopeners, etc.)?**

N/A

13. **Identify other major provisions that do not directly affect the district's costs; such as binding arbitration, grievances procedures, etc.**

**Public Disclosure of Collective Bargaining Agreement**  
**In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5**

**Name of District:** Oakland Unified

**Name of Bargaining Unit:** American Federation of State, County & Municipal Employees

**The Governing Board will take action on:** 4/23/2025

**C. Source of Funding for Proposed Agreement**

**14. Source of Funding for Proposed Agreement**

A. If this is a one-time or off-schedule settlement, how will the cost of the proposed agreement be funded and when is the payment expected to be funded?

B. If this is not a one-time settlement, how will the ongoing cost of the proposed agreement be funded in the current and subsequent years (i.e., what will allow the district to afford this contract on an ongoing basis)?

The District has \$12.2M in the General Fund and \$901K and \$1.1M in Fund 12 and 13 respectfully for the 2024-25 school year. This agreement will require, which has been included in the 2025-26 MYP as the resources noted above are in the ~~Object 4394 awaiting settlements for AFSCME, SF111 and Teamsters since the 2022-23 agreement with OEA. The District~~

**15. What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).

The District has recommended areas of reduction to include staffing and restructuring departments and program offerings to accommodate the rising cost of labor and the need to make budget reductions to modify the negative outlook the adopted budget and first interim continue to project

**16. Will this agreement create, increase, or decrease deficit spending in the current or subsequent year(s)?** "Deficit spending" is when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will increase deficit spending, pending reductions and adjustments are not materialized.

**17. Were "Other Adjustments" amount(s) entered in the multiyear projections (page 5) for 1st and 2nd subsequent fiscal years?**

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent Year	\$ (95,723,204)	Projected reduction required to balance the
2nd Subsequent Year	\$ (99,617,067)	Projected reduction required to balance the

Additional Explanation (if necessary)

**Oakland Unified School District**  
**Public Disclosure of Collective Bargaining Agreement**  
*In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.*

**CERTIFICATE OF AFFORDABILITY**

Certification of the District’s Ability to Afford the Costs of a Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to public disclosure and included as part of the public disclosure documentation.

**The District projects the total monetary cost of the settlement to be as follows:**

For an ongoing cost, please show the ongoing cost in each year. For a one-time cost, only include the cost in the year impacted.

<b>Cost over current budget / MYP</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Cumulative cost over 3 years</b>
<b>One-time</b>	-	-	-	-
<b>On-going</b>	3,321,488	2,241,615	2,165,327	7,728,430
<b>Total</b>	3,321,488	2,241,615	2,165,327	7,728,430

**Please check one of the following:**

- No budget revisions are necessary for the District to afford this settlement.
- Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District’s budget assumptions are attached, which become an integral part of this document.


*Note that if the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c).*

**Indicate any changes from the latest board approved budget:**

Budget Adjustment Categories	Change to Fund Balance Increase (Decrease)		
	Year 1	Year 2	Year 3
<b>Revenues/Other Financing Sources</b>			
<b>Expenditures/Other Financing Uses</b>			
Increased salary costs	3,321,488	2,241,615	2,165,327
<b>Ending Fund Balance Increase (Decrease)</b>	<b>(3,321,488)</b>	<b>(2,241,615)</b>	<b>(2,165,327)</b>

**Please review the above and sign below:**

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Oakland Unified School District hereby certify that the District can meet the costs incurred under the Collective Bargaining

DocuSigned by:  
  
 \_\_\_\_\_  
**District Superintendent (Signature)** 4/7/2025  
**Date**

Kyla Johnson-Trammell  
 \_\_\_\_\_  
**District Superintendent (Type Name)**

DocuSigned by:  
  
 \_\_\_\_\_  
**Chief Business Official (Signature)** 4/15/2025  
**Date**

Lisa Grant-Dawson  
 \_\_\_\_\_  
**Chief Business Official (Type Name)**

**Oakland Unified School District**  
**Public Disclosure of Collective Bargaining Agreement**  
*In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.*

**Certification of Board Action**

*The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.*

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.

\_\_\_\_\_ \_\_\_\_\_  
**District Superintendent (or Designee)** **Date**  
**(Signature)**

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on 4/23/2025, took action to approve the proposed Agreement with the Federation of State, County & Municipal Bargaining Unit.

\_\_\_\_\_ \_\_\_\_\_  
**President (or Clerk), Governing Board** **Date**  
**(Signature)**

**Special Note:** The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.