

AGREEMENT

Between the

UNITED ADMINISTRATORS

OF OAKLAND SCHOOLS

(AFL - CIO LOCAL 83)

and the

OAKLAND UNIFIED SCHOOL DISTRICT

For the Period

7/1/98 - 6/30/02

BOARD OF EDUCATION

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APPENDIX A-1	SF-R-683A (Classified) and 683B (Certificated)
	CERTIFICATION OF REPRESENTATIVE UAOS UNIT
	(Certified March 26, 1988)
APPENDIX A-2	Attachment to A-1
APPENDIX A-3	Work Year
APPENDIX A-4	Salary Classifications
APPENDIX A-5	Longevity Incentive
APPENDIX A-6	California Education Code Sections
APPENDIX A-7	Performance Evaluations

ARTICLE 1 - RECOGNITION

- A. The Board of Education of the Oakland Unified School District (hereinafter District) recognizes the United Administrators of Oakland Schools (hereinafter UAOS) as the exclusive bargaining representative of the bargaining unit described in the Public Employees Relations Board's (hereinafter PERB) orders of March 28 and May 24, 1988 and attached hereto as Appendixes A-1 and A-2.
- B. Any position established during the life of this agreement, which is specified in the PERB orders of March 28 and May 24, 1988 shall be included in the bargaining unit. Such positions shall be subject to the terms and conditions of this agreement.
- C. The parties agree that newly established positions shall be included in the unit pursuant to an order from PERB or by the mutual agreement of the parties and are part of Appendix 2.

ARTICLE 2 - DEFINITIONS

- A. **District** is defined as the Board of Education of the Oakland Unified School District and the Superintendent of Schools.
- B. **Union** is defined as the United Administrators of Oakland Schools, American Federation of School Administrators, AFL/CIO Local 83.
- C. "Unit member" shall include all of the District's employees who serve in positions where the job duties fall within the definition of a "supervisory employee" as defined by Section 3540.1 (m) of the Government Code. Currently, the positions coming within this definition are as listed on Appendixes A-1 and A-2 attached to this contract. The parties agree to add or delete to Appendixes A-1 and A-2 any District positions that are covered by the definition contained in Section 3540.1(m).
- D. **Certificated employees** are employees who hold one or more documents such as a certificate, a credential, or a life diploma, which singly or in combination license the holder to engage in the school service designated in the document or documents.

E. **Classified employees** are employees who are not working in certificated positions.

ARTICLE 3 - DISTRICT RIGHTS

Except as limited by the express terms of this agreement, the District retains exclusive rights to manage the school district. Such retained rights include the District's rights to determine the methods, means and personnel by which District operations are to be conducted; to determine the mission and functions of each of its departments, sites, facilities, and operating units; to set standards of service to be offered to the public; to administer the District personnel system; to classify, establish or delete positions; to establish performance standards; to hire, assign, transfer, promote, demote employees; to admonish, reprimand, suspend or terminate employees for just cause; to schedule work; to relieve employees from duty because of a lack of work or other legitimate reasons. Nothing in this Agreement shall prevent the District from taking whatever action may be necessary in an emergency declared by the Board of Education.

ARTICLE 4 - HOURS OF WORK

A. **Workday**

1. The basic full-time workday for unit members shall be seven and one-half hours, exclusive of lunch.
 - a. Unit members shall be on duty at such times as may be necessary to meet their program responsibilities.
 - b. When in the best interest of the District, modifications in daily work schedules may be made by the unit member with the approval of the unit member's immediate supervisor. Upon written request by the Union, the District agrees to meet at a mutually convenient time and place to bargain concerning such schedule changes. Modified schedules shall provide for no less than thirty seven and one-half hours of service per week. Lunch periods shall be no less than thirty minutes per day.
2. Unit members shall attend such meetings or render such other services outside their basic workday or

workweek as may reasonably be required by the Superintendent or Designee for the effective performance of their duties. Compensatory time shall be granted for participation in these activities in excess of five hours per month.

B. Workweek

The basic workweek for unit members shall be five days per week, Monday through Friday. When in the best interest of the District, modifications of the basic workweek may be made by the unit member with the approval of the unit member's immediate supervisor. Upon written request by the Union, the District agrees to meet at a mutually convenient time and place to bargain concerning such schedule changes.

C. Work Year

1. The work year for all unit members can be found in Appendix A-3. Modification of the work year can occur only by agreement between the District and the Union.
2. The District agrees to consult with UAOS on all aspects of the school calendars, including, but not limited to, opening and closing dates and religious and secular holidays.

D. Calendar

The District agrees to consult with UAOS on all aspects of the school calendar at both 10 month and year round sites, including, but not limited to, opening and closing dates and religious and secular holidays.

**ARTICLE 5 - VACATIONS AND NON-WORKDAYS, HOLIDAYS AND LEAVES
OF ABSENCE**

A. Vacations and Non-workdays

1. Classified unit members shall be entitled to 20 days paid annual vacation each full year. Classified unit members with 25 or more years of service on July 1 of the current fiscal year shall be entitled to 25 days paid annual vacation for full year thereafter.

- a. The vacation anniversary date for classified unit members shall be determined as follows:
 - i. A unit member whose probationary employment began on July 1 of any year shall assume July 1 of that year as the date from which years of service shall be counted for vacation purposes.
 - ii. A unit member whose probationary employment began after July 1 but prior to October 1 of 1959 or earlier shall assume July 1 of such year as the date from which years of service shall be counted for vacation purposes.
 - iii. A unit member whose probationary employment began on or after October 1, 1959 or after July 1 of any subsequent year, shall assume July 1 of the following year as the date from which years of service shall be counted for vacation purposes.
- b. Full vacation credit shall be earned for each month in which a classified unit member is in a paid status for more than half of the working days of the month. Vacation credit shall be prorated for each month in which the unit member is in a paid status for more than half of the working days in the month.
- c. Vacation credit for new classified unit members shall be calculated from the first day of paid service and prorated on the basis of the number of months remaining in the fiscal year. New classified unit members shall be eligible to take vacation days only after completing six calendar months of employment.
- d. Classified unit members who have completed their initial six months of employment shall have all annual vacation days credited to their vacation accounts on the first working day of the fiscal year. Except as provided below, all vacation days must be taken by the end of the fiscal year.

- e. Vacations shall be scheduled so as to enable the District to maintain its full functioning status. Classified unit members shall request vacation days at least ten days in advance. Use of vacation days is subject to the approval of the unit member's immediate supervisor.
- f. Vacation must be taken for a minimum of one-half day at a time, unless a shorter period is required to exhaust a vacation balance.
- g. Vacation days shall not be carried over to the next fiscal year except upon written approval of the unit member's immediate supervisor. A classified unit member shall not be paid for working additional days in a fiscal year unless such additional days are requested in advance and approved in writing by the unit member's immediate supervisor and the Superintendent.
- h. A classified unit member who has completed at least six months of active service and who resigns, retires, is terminated, or takes a long-term leave of absence prior to the end of a fiscal year shall be paid for all days actually worked during such year and for all vacation days earned but not taken. Any and all adjustments shall be made in the unit member's final pay warrant. In the event the unit member has already received more salary or more vacation pay than is justified by the number of days actually work, the unit member shall return the excess amount to the District within 30 days of notification. Prior to the deduction for excess vacation days taken or the return of excess salary to the District, the unit member shall be notified in writing of the reason for the deduction or request for return of salary, including specific amounts, dates, and other facts, involved, and shall be given an opportunity to dispute the deduction or request and to present any evidence in his/her own behalf. A classified unit member who has not completed at least six months of active service in the District prior to

resigning, retiring, or being terminated shall forfeit all vacation days and all payment therefor. A classified unit member with less than six months of active service in the District who is granted a long-term leave of absence shall receive neither vacation days nor payment therefor until his/her return from leave to active service.

- i. A classified unit member who is hospitalized, becomes ill, or suffers an accident while taking vacation days, and who would have been unable to perform normal duties on those days, as certified by a licensed physician's written statement, may request that the days be charged against the unit member's sick leave instead of vacation. The request must be in writing, must be accompanied by the physician's statement, and must be approved by the unit member's immediate supervisor in order to be granted.
- j. Vacation days shall be considered paid workdays and shall be included in the calculation of a classified unit member's official work year for all purposes including retirement.

2. Certificated unit members shall be entitled to a specific number of unpaid non-workdays each year. The number of such days shall be calculated for each certificated unit member by subtracting the number of days in his/her work year from the number of days on which the Administration Building is open.

- a. Non-workdays for new certificated unit members employed or assigned after July 1 shall be prorated on the basis of the number of workdays remaining in the fiscal year, except that the certificated supervisors shall be required to work all possible scheduled duty days remaining in the fiscal year.
- b. The non-workdays of each certificated unit member shall be computed on July 1 of each year and may be taken at any time during the

fiscal year, subject to approval by the unit member's immediate supervisor. A certificated unit member may not take non-workdays during any part of his/her scheduled work year unless such absence is approved in advance by the unit member's immediate supervisor.

- c. Non-workdays must be taken for a minimum of one-half day at a time, unless a shorter period is required to exhaust a non-workday balance.
- d. Non-workdays shall not be carried over to the next fiscal year. A certificated unit member shall not be paid for working additional workdays in a fiscal year unless such additional workdays are approved in advance and in writing by the unit member's immediate supervisor.
- e. A certificated unit member who resigns, retires, is terminated, or takes a long term leave of absence prior to the end of a fiscal year shall be paid only for days actually worked during the year. No payment shall be made for non-workdays not taken. Any and all adjustments shall be made in the final pay warrant. In the event the unit member has already received more salary than justified by the number of days actually worked, he/she shall return the excess amount to the District within 30 days of notification of such excess payment. Prior to the deduction for the excess non-workdays taken or the return of excess salary to the District, the unit member shall be notified in writing of the reason for the deductions or request for return of salary, including the specific amounts, dates, and other facts involved, and shall be given an opportunity to dispute the deduction or request and to present any evidence in his/her behalf.
- f. Non-workdays of certificated unit members shall be unpaid and shall be excluded from the calculation of each certificated unit

member's official work year for all purposes, including retirement.

B. Holidays

1. The following legal holidays are recognized by the District:

New Year's Day
Martin Luther King Jr.'s Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
In Lieu of Admission Day
Veteran's Day
Thanksgiving Day
Christmas Day

The Board, at its discretion, may declare additional days a local holidays. Unit members shall be granted all local holidays declared by the Board.

2. A unit member who is required to work on the day a Board-recognized holiday is celebrated shall be compensated for such work at one and one-half his/her normal rate of pay.
3. Classified unit members shall be paid for Board-recognized holidays provided they are in regular paid employment status on all or part of the workday immediately preceding or following each holiday for which paid, and provided further that the holiday falls on a day which they would otherwise have been scheduled to work. Certificated unit members are not paid for holidays, unless required to work.
4. Classified unit members who are on paid vacation, paid leave, and other paid absence when a holiday occurs for which they otherwise would have been paid shall receive pay for such holiday at the same rate they are receiving for the paid vacation, paid leave or other paid absence, and such holiday pay shall not be charged against the paid vacation, paid leave or other paid absence.

C. **Leave of Absence**

A leave of absence is official permission for an employee to be absent from duty. A leave of absence may be paid or unpaid. Unless explicitly stated below, no service credit shall be given for time spent on unpaid leave. Unit members shall be eligible for the leaves of absence enumerated below, subject to specific rules, requirements, and conditions set forth for each.

1. **Sick Leave**

- a. Sick leave is a paid leave of absence granted by the District because of temporary disability due to personal illness, injury, accident, or other cause.
- b. Unit members shall be allowed one day of sick leave for each month of paid service or major functions thereof in the District. A unit member employed part-time shall be allowed corresponding sick leave, appropriately pro-rated. For purposes of this subsection and subsection (d.) below, "major fraction thereof" shall mean more than half the workdays in the month.
- c. Unused sick leave may be accumulated and carried over from year to year without limit while a unit member is in paid employment status in the District, except that no days of sick leave shall accrue or accumulate while a unit member is on paid or unpaid leave of absence.
- d. A unit member who is employed after July 1 of a fiscal year, or who resigns, retires, is terminated, or takes a leave of absence before June 30 shall be allowed one day of sick leave for each month or major fraction thereof actually worked. No payment shall be made under any circumstances for sick leave accumulated but not used.
- e. Upon return within 39 months of resignation or termination, a unit member shall be entitled to all sick leave accumulated prior to leaving and not used while serving in

another school district, county office of education, or other educational employing agency or institution to which sick leave was transferred.

- f. Sick leave allowed on the basis of regular employment on an annual contract and sick leave allowed for adult education hourly (contract or non-contract) employment shall be computed and charged separately, and shall not be interchanged.
- g. Unit members shall have all annual sick leave days to which they are entitled credited to their sick leave accounts on the first working day of each fiscal year, and shall be eligible to use such days at any time during the year. In the event a unit member who leaves the District has used more days of sick leave than justified by the number of days actually worked, an adjustment shall be made in the final pay warrant and/or the unit member shall return any excess pay received to the District within 30 days of notification.
- h. Absences for which sick leave is claimed must be reported on absence forms in accordance with normal District procedures. An absence due to personal illness or injury which exceeds five days shall be supported by a written statement of a licensed physician stating the nature of the illness or injury, first date of disability (in the physician's best judgment), last date of disability and first date on which the employee is able to return to duty. A physician's statement shall be submitted for absences of shorter duration if required by the District. A unit member absent on sick leave for 30 days or more shall be cleared by the District's health consultant before being allowed to return to duty, and the District may require such additional health examination, at District expense, as maybe deemed necessary before such clearance is issued.

- i. The foregoing rules and regulations shall not discriminate against the practice of any well-recognized church or denomination with respect to evidence of treatment and/or the need therefor.

2. Other Absences Chargeable to Sick Leave (Necessity Leave)

Unit members shall be allowed to charge to available sick leave any number of days per year for urgent personal necessity, including the death of a member of the unit member's immediate family, an illness giving rise to an emergency in the unit member's immediate family, an accident involving the person or property of the unit member or a member of his/her immediate family and requiring his/her presence, appearance in court or before an administrative tribunal as a litigant or voluntary witness, emergency delay in travel, or major personal observance.

3. Extended Sick Leave

- a. Extended sick leave is a partially paid leave of absence granted by the District because of continuing disability due to personal illness, injury or accident, or other cause when regular sick leave has been exhausted. Classified unit members must use all remaining vacation days before being eligible to use extended sick leave.
- b. Unit members shall be eligible to use no more than one hundred (100) days of extended sick leave in any fiscal year or for any single disability.
- c. Unit members on extended sick leave shall be paid at the rate of 70 percent of their normal daily rates.

4. Occupational Leave

- a. A unit member who is absent from duty because of a temporary disability caused by an on the job injury or illness contracted on the job which qualifies under Workers Compensation

Insurance, shall be granted occupational leave for a period not to exceed 60 days in any fiscal year or for any single injury or illness.

- b. Occupational leave shall be granted from the first day of disability but shall not extend beyond the last date for which temporary disability indemnity is received from the State Compensation Insurance Fund. Occupational leave shall be reduced by one day of each day of authorized absence regardless of temporary disability payments made by the State Compensation Insurance Fund.
- c. Only absences which are supported by a certificate from a licensed physician and which have been verified by the State Compensation Fund to be the result of a duty-connected injury or illness shall be eligible for payment under the provisions of this section. Any absence that cannot be verified shall be charged against the unit member's sick leave and other appropriate leave. Eligible absences shall include absences caused by exposure to childhood communicable diseases when supported by a physician's certificate and verified by the State Compensation Insurance Fund as being work connected. Childhood communicable diseases are measles, chicken pox, whooping cough, mumps, German measles, and scarlet fever.
- d. Should a unit member's disability due to an occupational injury or illness extend beyond 60 days, the unit member shall be eligible to use accrued sick leave and/or extended sick leave until temporary disability payments cease, until the unit member returns to work, or until sick leave and extended sick leave are exhausted, whichever comes first.
- e. No unit member on occupational leave shall be entitled to receive salary payments from the District which, when added to the temporary disability payments received from the State Compensation Insurance Fund, exceed the unit

member's normal daily and monthly rates. Sick leave and/or vacation leave shall be reduced by the amount necessary to provide a full day's wage or salary when added to temporary disability benefits. During any period in which a unit member is receiving his/her full regular wage or salary from the District, he/she shall endorse over to the District all temporary disability payments received from the State Compensation Fund.

- f. Absences due to occupational leave shall not be considered interruption in service for the purpose of computing a unit member's entitlement to benefits.
- g. A unit member receiving occupational leave benefits shall remain within the State of California unless travel outside the State is authorized in advance and in writing by the District.

5. Pregnancy Leave

- a. A unit member who is pregnant shall furnish a physician's prenatal statement when pregnancy is confirmed. The statement shall specify the expected date of delivery and the date through which the unit member may continue to work safely. If, in the judgment of the District, the unit member is unable to carry out her duties safely or in a satisfactory manner, the District may require a re-examination at District expense. After delivery, the unit member shall furnish a physician's post-natal statement specifying the date of delivery and the first date on which the unit member may safely return to work. If, in the judgment of the District, the unit member is unable to carry out her duties safely or in a satisfactory manner, the District may require a re-examination at District expense before allowing the unit member to return to work or to remain at work.
- b. During the period between the last date on which the unit member could work safely prior

to delivery and the first date on which the unit member could work safely after delivery, as certified by the physician, the unit member shall be entitled to use sick leave and extended sick leave in the same manner as for other non-job related temporary disabilities.

6. Sabbatical Leave

- a. Sabbatical leave for study or travel which will benefit the District may be granted for a one year period for unit members who have rendered service to the District for a least seven consecutive years immediately preceding the first day of leave. A unit member returning from sabbatical leave shall be assigned to a position comparable to the one held prior to going on leave.
- b. Sabbatical leave shall be granted and accepted in accordance with state law and District rules and regulations, as set forth in Administrative Bulletin 8052.
- c. A maximum of three sabbatical leaves for unit members shall be recommended to the Board of Education for approval annually by the Superintendent.

7. Military Leave

- a. A certificated unit member in the service of the District for at least one year prior to the date on which an absence begins for fulfillment of ordered military duties shall be granted not more than 30 days leave of absence with full pay in accordance with Education Code 45059. An indefinite leave without pay will be granted for the remainder of such ordered military duty.
- b. A unit member in the service of the District at least one year prior to the date on which military absence begins shall not be subjected, directly or indirectly, to any loss, or diminution of vacation or holiday privileges nor to prejudice with reference to

promotion or continuance in or reappointment to employment as a consequence of his or her absence.

- c. For the purposes of determining one year of District service in accordance with this section, all service in the recognized military service shall be counted as District service.
- d. Upon leaving for involuntary military duty, a unit member in the service of the District for one month or major fraction thereof shall be paid that portion of a month's salary that his/her length of service bears to the required service for a year. For purposes of this subsection, "major fraction thereof" shall mean more than half the workdays in the month.
- e. Unit members who are reserve members of the armed forces and who work less than a 12 month year are requested to make every effort to arrange for active duty for training during non-workdays. If reserve or draft deferred status would be jeopardized, thereby, or if there are any other extenuating circumstances, the unit member should file a written request with his/her immediate supervisor, giving full details, before requesting or accepting orders for active duty training. A copy of this request should also be given to the supervisor's associate superintendent.

8. **Funeral Leave**

Every unit member is entitled to a paid leave of absence, not exceeding three days, or five days if 300 miles of travel is required, on account of the death of a member of his/her immediate family. As used in this section, members of the immediate family are defined as the unit member's mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son-in-law, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member or a relative or non-relative with whom the unit member can prove a long familial association.

9. **Jury Duty Leave**

A unit member shall be granted paid leave for jury duty, provided the employee submits an absence report and proof of an interview and/or actual service on a jury panel. Salary payment shall be made up to the amount of difference between the unit member's regular earnings and any amount received as juror's fees exclusive of reimbursement of expenses such as meals, lodging and transportation. Should the employee be compensated by the court for jury service rendered, the unit member shall make payment in like amount by personal check or money order, or endorsement of jury fee payment, to the Oakland Unified School District. Such payment to the District shall be forwarded to the Personnel Office.

10. **Leave for Court Appearance**

- a. A unit member subpoenaed to appear as a witness in court, or before an administrative tribunal, or who appears without a subpoena as a witness for the District, shall be granted a paid leave of absence for such appearance.
- b. A unit member may be granted an unpaid leave of absence to appear in court before an

administrative tribunal as an interested party or voluntary witness when eligibility for necessity leave has been exhausted.

11. Leave to Attend Educational Meetings and Conferences

- a. Unit members authorized to represent the Oakland Unified School District at approved educational meetings and conferences, or to serve on approved education-related committees, shall be granted paid leave of absence, with expenses paid to the extent authorized, to attend such meetings, conferences and committees.
- b. Unit members who are not official representatives of the District, but who seek professional improvement, may be granted paid or unpaid leaves of absence to attend approved education-related committees, upon proper authorization. Stipends or honorariums paid to employees for participating in such activities while on paid leave of absence shall be endorsed over to the employees for participating in such activities while on paid leave of absence shall be endorsed over to the Oakland Unified School District and forwarded to the Personnel Office.
- c. Unit members making formal presentations or speaking on behalf of the District at a meeting, conference or committee while on paid leave of absence as an official representative of the District shall secure prior approval of their presentations or positions from the Superintendent, Deputy Superintendent, or other appropriate associate or assistant superintendent.

12. **Leave for Participation in Civic, Fraternal, Service or Other Organizations**

Unit members who are officers or official representatives of civic, fraternal, service or other worthy organizations may be granted paid leaves of absence, not to exceed seven days per year, including travel time, to attend official meetings, conferences, or other activities of such groups upon the prior approval of the Superintendent and the Board of Education.

13. **Personal and Emergency Leave**

a. A unit member may be granted a paid leave of absence of one hour or less for emergency reasons when authorized by the unit member's supervisor or designee. Such leave shall not be reported as a loss of time on the daily time sheet.

b. A unit member may be granted a paid leave of absence of more than one hour for emergency reasons or other reasons of urgent personal necessity, in lieu of, or in addition to, the necessity leave specified in paragraph 2 above, when authorized by the unit member's immediate supervisor. Such emergency leave shall normally be limited to one day at a time and no unit member shall be granted more than five days of such leave in any fiscal year. Such leave may be taken at any time during the unit member's work year irrespective of school holidays. The decision of the immediate supervisor as to whether such leave shall be granted in a particular case shall be final.

c. Unused personal leave shall be converted to sick leave on an annual basis.

14. **Maternity, Paternity and Adoption Leave**

A unit member may be granted, upon request, an unpaid leave of absence for the birth or adoption of a child, for a period of one school year or less. Unit members may also be granted an unpaid

leave to care for a parent or spouse who has a serious health condition or because of a serious health condition that makes the unit member unable to perform the functions of his/her position. Upon request, such leave may be extended annually, at the option of the District, for a period of two years.

15. Study Leave

A unit member may be granted an unpaid leave of absence for study, upon request, for a period of one school year or less. Upon request, such leave may be extended, at the option of the District, for a maximum of one additional year. Study leave shall be granted only for the completion of approved college or university work equivalent to 12 semester units per year. Verification of the satisfactory completion of such work shall be required as a condition for granting such leave.

16. Travel Leave

A unit member may be granted an unpaid leave of absence for travel, upon request, for an entire semester or an entire school year. Verification of the travel undertaken shall be required as a condition for granting such leave.

17. Leave to Seek and/or Hold Public Office

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

b. A unit member elected to a part-time public office shall inform the Superintendent of the frequency and the time of absences that will be necessary to fulfill the responsibilities of the office. If deemed appropriate by the Superintendent, the unit member shall be

assigned to less than full-time duties by mutual agreement if the duties of the office require absences of more than two days per month, and the salary paid the unit member shall be appropriately prorated. If no mutual agreement is reached on less than full-time duties, the unit member shall be granted and accept a full-time unpaid leave.

- c. A unit member elected to a full time public office shall be granted and accept an unpaid leave of absence for the duration of his/her term of office. After the term of office expires, every reasonable effort shall be made to return the unit member to his/her original assignment or to a similar assignment. If the term of office is one year or less, the unit member shall be returned to the assignment held prior to election, unless reassigned by the Superintendent in accordance with the Education Code and District policies and regulations for reasons not related to the holding of the public office. Experience while on leave to seek and/or hold public office shall be credited on the salary schedule on a year for year basis to a maximum of five years. In case of election to the state legislature, the provisions of Education 44081 shall apply.
- d. Salary deductions for part-time leaves of absence to seek or hold public office shall be prorated on the basis of the unit member's normal daily rate, calculated by dividing the number of regularly scheduled workdays into the annual salary.

18. Leave to Attend to Outside Remunerative Business

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

19. Other Unpaid Leave

Unit members may be granted unpaid leave for other legitimate reasons approved by the Superintendent. Such leaves shall normally be limited to one year, but may be extended by the Superintendent in exceptional cases, when he/she determines that a special benefit will accrue to the District.

20. Assignment From Leave or Loan

Upon return from leave or loan the District shall make every reasonable effort to return the unit member to a position similar to the one held prior to going on leave or loan, unless assigned otherwise by the Superintendent in accordance with the Education Code and District policies and regulations.

ARTICLE 6 - PERFORMANCE EVALUATION

- A. Unit members shall be evaluated in accordance with District publication "Evaluation Program: Managers" 1999. See Appendix A-7.

ARTICLE 7 - ASSIGNMENT, REASSIGNMENT, DEMOTION, PROMOTION AND DISMISSAL

A. Definitions

Acting - serving in a temporary capacity other than the unit members regular assignment.

Assignment - the initial placement of an employee to a bargaining unit position.

Demotion - the reassignment of a unit member to a lower annual salary range in or out of the unit.

Involuntary - action not done by one's free choice or accord.

Priority - special or extra consideration.

Promotion - the reassignment of a unit member to a higher annual salary range.

Qualified - relevant training, experience, and/or appropriate certification.

Reassignment - the movement of a unit member to another position in the unit.

Seniority - status or ranking based upon a unit member's date of hire in the District.

Temporary - a limited period of time.

Vacant Position - a position within the bargaining unit that has not been filled.

Voluntary - action of one's free choice or accord.

B. Procedures for Filling Bargaining Unit Positions

1.

a. All assignments to bargaining unit positions shall be made by the District, based on all factors normally considered by the District. Nothing contained herein shall prevent the Superintendent from making a direct appointment.

b. In all cases where there is a selection process, the site Director, Associate, Deputy or Assistant Superintendent shall facilitate and direct the process in accordance with Administrative Bulletin 4020.

2. Notices of vacant unit positions shall be posted at each open work location and the Union office. Bargaining unit members who desire notification of vacant positions during times when their work locations are closed may submit a self-addressed stamped envelope and the positions in which they are interested to the Human Resource office.

3. Posted positions shall be posted for a minimum of 10 work days at the locations stated in B,2.

4. The parties agree to meet and confer on all new job classifications to the unit.

5. The District shall establish reasonable qualifications for each posted position.
6. Nothing contained herein shall prevent the district from filling a unit position on an acting, temporary or permanent basis.
7. Unit members who have served in an "acting" capacity, in a vacant position, for six (6) months shall be granted an interview, providing they meet the minimum qualifications and upon submitting the application requirements to the Human Resource Division.
8. When a unit member has served in an acting capacity in a vacant position for 12 months, the District agrees to either appoint such unit member to that position or return such unit member to a position in their previous salary range.

C. Probationary Employees

Every classified unit member assigned or reassigned to a unit position shall complete a probationary period of six (6) months during which time the assignment is provisional. Upon request of the unit member's immediate supervisor, the probationary period may be extended up to an additional six (6) months.

1. A classified unit member provisionally assigned or reassigned to another bargaining unit position from within the District shall retain his/her former classification until the completion of the probationary period, and may be returned to that classification at the discretion of the District at any time during such probationary period.
2. A newly employed classified unit member may be released from District service at the discretion of the District at any time during his/her probationary period.

D. Reassignment

Reassignments are either voluntary or involuntary.

1. Voluntary

- a. Request for a voluntary reassignment shall be in writing and submitted to the Assistant Superintendent of Human Resources. The request shall be acknowledged, in writing, within 10 working days by the Human Resource Division.
- b. The request for voluntary reassignment shall state the reason(s) and the time frame of the request.
- c. Such request may be submitted or withdrawn at any time and may or may not specify a specific position or department.
- d. If the request for voluntary reassignment is denied or has not been acted upon within one year from it's origin, the unit member shall have the right to meet with the Assistant Superintendent of Human Resources or designee for a status review.

2. Involuntary

- a. Involuntary reassignments shall not be punitive and/or arbitrary in nature and shall be based upon the legitimate educationally related needs of the District.
- b. The parties recognize the discretion of the Superintendent in making administrative reassignments. Furthermore, the parties recognize the necessity for the Superintendent to explain the action with a substantive response in addressing the merit of the matter.

3. Provisions that apply to Unit Members.

A unit member may be reassigned;

- to meet the needs of the District;
- as a consequence of the elimination or reduction of unit positions, or
- as the result of lack of work, lack of funds, or

- at the unit member's request.
- a. A certificated unit member shall be notified in accordance with the applicable provisions of the Education Code, specifically sections 44951. (refer to Appendix A-6).
- b. Classified unit members shall be subject to the applicable provisions of the Ed Code, specifically sections 45298, 45308, 45113, 45114, 45115, 45116 and 45117. (refer to Appendix A-6).

E. Demotion

1. A certificated unit member may be demoted in accordance with section D2, 3, and shall receive due process as provided in the Ed Code.
2. A classified unit member who has attained permanent status in his/her classification may be demoted only for just cause and in accordance with the provisions of Ed Code sections 45113, 45116, 44951, 44896 (refer to Appendix A-6).

F. Dismissal

1. A certificated unit member may only be dismissed for reasons specified in the Ed Code and in accordance with the procedures contained therein.
2. A classified unit member who has attained permanent status may be dismissed only for just cause in accordance with the applicable provisions of the Ed Code, specifically sections 45113 and 45116.

G. Salary Adjustment

When a unit member has been moved to a lower paying position, and the District has agreed to maintain the unit member's previous salary for a given period of time, payment will be made as follows:

1. If the lower paying position is within the scope of this Agreement, the unit member will continue to receive the salary he or she received prior to

the reassignment for the period agreed upon by the District and the Union.

2. If the unit member is moved to a position in another bargaining unit, then the unit member will receive the salary which is applicable to the new position. He or she will then be paid the difference in salary between his or her present and former positions in lump sum payments at the end of each semester for the period agreed upon by the District and the Union.

ARTICLE 8 - GRIEVANCE PROCEDURES

A. The purpose of this article is to provide prompt and orderly methods for the processing and disposition of grievances which may arise during the life of this Agreement.

1. If the employee feels that he/she could be subject to discipline, he/she may request that a UAOS representative be present at meetings held at any level.
2. A grievance is defined as a written complaint by a unit member or the Union that the District has violated, misinterpreted or misapplied a term or condition of this Agreement or District policies or procedures. When it is alleged that a term or condition of the agreement has been violated, misinterpreted or misapplied, the Step procedure below shall be used. When it is alleged that a District policy and/or procedure has been violated, misinterpreted or misapplied, the Level procedure below shall be used.
3. All grievances, as defined above, must be filed within twenty (20) calendar days after the act, occurrence, event or circumstance alleged to constitute the grievance, or within twenty (20) calendar days after the unit member learned, or should have learned, of the act, occurrence, event or circumstance alleged to constitute the grievance.
4. All grievances submitted under this article shall include a concise statement of the grievance, including the specific acts, conduct or condition

alleged to constitute the grievance. All grievances submitted under this article shall contain:

- a. a specific reference to the relevant contract provision, District policy or procedure which is claimed to have been violated; and
- b. a specific statement of the adverse effect on the unit member created by the condition complained of; and
- c. a specific statement of the remedy sought by the unit member.

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

5. All grievances will commence at Step One or Level I unless the grievance arises from the action of an authority higher than the unit member's immediate supervisor, in which case the grievance may be filed at the appropriate step of the grievance procedure.
6. The time limits specified in this article may be extended upon the mutual agreement of the parties to this agreement.
7. In the event a grievance is filed by a certificated unit member on or after June 1, the time limits set forth in this article may be compressed by the mutual written agreement of the parties to this agreement to expedite resolution of the grievance prior to the end of the school year.
8. The initial grievance may be amended by the grievant at any time prior to a step one meeting in order to set forth new matters arising from the alleged violation. The grievance may not be amended thereafter and no new issues may be raised after the step one meeting.
9. If the grievant fails to meet any of the time limits specified in this article, the grievance shall be treated as withdrawn with prejudice. If

the District fails to meet any of the time limits specified in this article, the grievant will be entitled to move the grievance to the next step without an answer.

10. As used in this article, "days" mean calendar days and if the day an action must be completed under this article falls on a non-workday, the due date shall be the next regularly scheduled workday.
11. When two or more grievances involve the same alleged violation or present common questions of fact, the parties to this agreement may agree to consolidate such grievances at step two of the grievance procedure.
12. A grievance may not be submitted to arbitration unless the procedures in this article have been completed.

Step One

1. The written grievance shall be presented to the unit member's immediate supervisor by the employee or UAOS representative. If the immediate supervisor did not take the action complained of or does not have the authority to resolve the complaint, he or she will forward it to the appropriate District manager for resolution.
2. Either party may elect a step one meeting. Such meeting shall be held within five (5) days of receipt of the grievance. The meeting will normally take place at the employee's work site unless the parties mutually agree otherwise. Present at such meetings will be the grievant, his/her representative, the immediate supervisor and such other management representative the District may designate.
3. The supervisor's written answer to the grievance will be provided within fifteen days of the close of the step one meeting. If no meeting is held, the supervisor's written answer will be provided within fifteen days of receipt of the grievance.

Step Two

1. If the supervisor's answer at step one is unsatisfactory, the grievant, or his/her representative, may appeal the decision to the Superintendent or his/her designee within fifteen days of receipt of the supervisor's answer. Such appeal shall include a copy of the grievance, the supervisor's written response and a request for a meeting if one is desired. If either party elects a meeting, it will be held within fifteen days of receipt of the appeal to step two.
2. The meeting will normally take place at the employee's work site, unless the parties to this agreement mutually agree otherwise. Present at such meeting will be the grievant, his/her representative, and such management officials as the District designates.
3. A written answer will be provided to the grievant by the Superintendent or designee within fifteen days of the close of the step two meeting. If no meeting is held at step two, the district's answer will be provided within fifteen days of receipt of the appeal to step two.
4. In the event the step two answer is unsatisfactory, UAOS may appeal the decision to arbitration, subject to the provisions of this agreement.

Step Three

Either party shall have the right to request that the grievance be mediated by a mutually acceptable agency, such as the Federal Mediation and Conciliation Service and/or the State Mediation and Conciliation Service, or a mutually acceptable individual. Such request shall be in writing and will not delay the arbitration process, but shall serve to expedite resolution of the grievance.

The mediation process shall be governed by the following rules: 1) the grievant shall have the right to be present and give testimony; 2) each party shall have one principal spokesperson; 3) lawyers shall not participate; 4) it is the intent of the parties that the mediation process be informal in nature, however, the mediator shall establish the rules

and/or methods of the proceeding; 5) all documents presented to the mediator shall be returned to the respective parties no later than the conclusion of the mediation; 6) if resolution is not reached, either party may ask the mediator for an 'advisory opinion'; such opinion shall be rendered in writing within five (5) working days, and any and all documents returned to the respective parties; 7) in the event the grievance proceeds to arbitration, any testimony and any finding of fact shall become moot and no reference to mediation shall be made; 8) no person serving as the mediator shall serve as the arbitrator; 9) the mediator shall have no authority to alter, modify, add or delete the terms or provisions of this agreement, and 10) any and all incurred expenses shall be borne equally by the parties.

Level Process

Unit members and supervisors are encouraged to meet informally in order to clarify reasons for any particular decision or action of his/her immediate supervisor which are claimed to violate District policies and procedures.

Level I

1. The written grievance shall be presented to the unit member's immediate supervisor by the employee or his/her representative. If the immediate supervisor did not take the action complained of or does not have the authority to resolve the complaint, he/she will forward it to the appropriate District manager for resolution. The supervisor's written response will be provided to the unit member, or his/her representative, within fifteen days of receipt of the grievance.

Level II

1. If the unit member is not satisfied with the decision at Level I, he/she may appeal the decision in writing to the next level of supervision within fifteen days after receiving the Level I response. The appeal shall include a copy of the original grievance, the Level I response and a clear, concise statement of reasons for the appeal. The District's Level II response shall be provided to the unit member, or his/her representative, within fifteen days after receipt of the Level II appeal.

Level III

1. If the unit member is not satisfied with the decision at Level II, he/she may appeal the decision in writing to the Superintendent within fifteen days after receipt of the Level II response. The appeal shall contain a copy of the grievance and all other written responses to the grievance, as well as a clear, concise statement of the reasons for the appeal. The Superintendent's Level III response shall be provided to the unit member, or his/her representative, within fifteen days after receipt of the Level III appeal.

Level IV

1. If the Unit member is not satisfied with the decision at Level III, he/she may appeal the decision in writing to the Board of Education and request a closed session. The Board shall review all previous objections, appeals and responses, and determine whether or not to meet with the employee in closed session. After reviewing all previous materials, including the information presented during the closed session, if held, the Board shall render a decision. The decision of the Board shall be transmitted to the unit member, or his/her representative, by the Superintendent and shall be final.

ARTICLE 9 - ARBITRATION

- A. The following matters are specifically excluded from arbitration.
 1. all grievances alleging violations of any and all District policies and procedures; and
 2. any other matters specifically excluded from arbitration by the terms of this agreement.
- B. If the Union is dissatisfied with a final decision rendered at Step Two of the grievance procedure, it shall provide written notice to the Superintendent of its decision to invoke arbitration. Such notice shall be by certified mail and mailed within fifteen calendar days of the Union's receipt of the Step Two decision.

C. The parties agree to establish a list of arbitrators consisting of 13 individuals. The selection of an arbitrator shall be from a list to be established by a random drawing. If the arbitrator cannot hear the case within sixty (60) days of the request for arbitration, the next individual on the list shall be contacted. The list shall continue to rotate for the life of the contract. The list shall continue to rotate for the life of the contract. Names may be added to or deleted from the list by the mutual agreement of the parties. The following panel of 13 arbitrators is agreed to by the District and UAOS for both grievance and advisory disciplinary appeals arbitrations:

- | | | | |
|----|-----------------------|-----|--------------------|
| 1. | Claude Ames | 8. | Luella Nelson |
| 2. | Thomas Angelo | 9. | William Riker |
| 3. | Hon. Joseph R. Grodin | 10. | Kenneth Silbert |
| 4. | Leo Kanowitz | 11. | Melvin Silver |
| 5. | Walter Kintz | 12. | Catherine Thompson |
| 6. | Robin Matt | 13. | Barry Winograd |
| 7. | Norman Brand | | |

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

E. 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.

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

G. PROCEDURES

1. 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.

2. 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.
3. Arbitration hearings shall normally be open hearings. Either party may request that the hearing be closed to persons having no interest in the dispute. Upon good cause shown, the arbitrator may close the hearing. Upon request by either party, the arbitrator shall order the sequestration of witnesses from the hearing.
4. At least fifteen days prior to the hearing the parties shall confer and exchange lists of prospective witnesses. Either party may object to the appearance of a witness before the arbitrator. The arbitrator shall have the authority to approve only those witnesses whose testimony will be material and non-repetitious to the issue before him/her. The arbitrator has subpoena power to require any person to appear as a witness at an arbitration hearing.
5. 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.
6. The arbitrator shall require witnesses to testify under oath or affirmation.

7. The arbitrator may receive and consider affidavit testimony, but shall accord it only such weight as he/she deems proper after consideration of any objection made to its admission.
 8. The grievant shall bear the burden of proving his/her case by preponderant evidence.
 9. 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.
 10. The grievant, his/her representative and all other unit members who are called as witness will be excused from duty without charge to leave or pay to the extent necessary to participate in the arbitration.
 11. Witnesses or potential witnesses at arbitration hearings, will be assured of freedom from restraint, interference, coercion, discrimination or reprisal in presenting their testimony.
 12. Witnesses at the hearing must testify in the presence of the grievant and his representative, unless waived by the grievant. Either party shall have the right to cross-examine any witness.
 13. The expenses of arbitration, including, but not limited to, the fees and expenses of the arbitrator, court reporter fees, if any, and transcript fees, if any, shall be shared equally by the parties.
- H. The arbitrator shall have no authority to change, alter, modify, delete or add to the terms of 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.
- I. An award shall not include the assessment of expenses against either party unless the subject of the grievance concerns the division of expenses as they pertain to arbitration.

- J. The arbitrator shall have the authority to make all arbitrability and grievability determinations.
- K. The arbitrator's award shall be in writing and shall set forth his/her determination of the issue, findings of fact and conclusions. Upon request, the arbitrator shall permit either party to file a post hearing brief within a reasonable period of time after receipt of any transcript that is made. The decision of the arbitrator is binding.

ARTICLE 10 - ADMINISTRATIVE SUPPORT FOR CONTRACT MANAGEMENT

- A. When a unit member is required to meet with representatives of another employee organization for purposes of conducting an investigatory interview, adjusting grievances or other matters related to labor relations and labor contract administration, the unit member may contact the Office of Labor Management-Employee Relations and the Human Resources Division for advice and counsel regarding the upcoming meeting. The unit member may request a member of the Labor Management and Employee Relations staff to assist in any written response required as a result of the subject meeting.
- B. The Office of Labor Management and Employee Relations shall provide training to unit members on subjects pertaining to labor relations and contract administration. Prior to the commencement of such training, the parties shall consult with one another for the purpose of obtaining topics of interest to unit members. The District shall have final discretion on topics for purposes of training. Training provided pursuant to this Article shall be conducted at least once annually. Attendance at such training sessions held pursuant to this provision shall be mandatory for unit members, and shall be held during normal work hours.

ARTICLE 11 - REOPENERS

- A. The parties agree to continue salary negotiations for the 1999/2000 fiscal year for non-site unit members upon the submission of the Ewing Reclassification Study no later than October, 1999. It is also agreed that no unit member will receive a salary reduction as a result of the study.

- B. Parties agree to reopen on the definition of COLA, and all stipends, no later than October 1999.
- C. Parties agree to reopen on salary, for all unit members, by September 1, 2000 and 2001.
- D. The parties agree to reopen on two non-monetary issues of each parties choosing no later than July 1, 2001.

ARTICLE 12 - SALARY COMPENSATION

All unit members shall be placed on their respective Administrative Salary Schedule as stipulated in Appendix A-4 and in accordance with the provisions below.

A. GENERAL PROVISIONS

- 1. All unit members shall be paid in accordance with the UAOS salary schedules. These provisions apply to acting appointments in the same manner as to permanent appointments. Additional stipends shall be paid by mutual agreement between the District and UAOS.
- 2. A unit member appointed to an administrative position from within or from outside the district shall be placed on the range for the position.
- 3. Unit members moving from a lower annual salary range shall be placed at a range and step which is a minimum of one dollar higher on an annual salary range than had they stayed in their previous position. If the change is made at the beginning of a new fiscal year the member shall be granted a normal step increase on the former range, if eligible, before the placement on the new range is made.
- 4. A unit member moving to a lower range because of a change in classification shall be placed at the highest step on the new range which yields a lower annual salary than the member was earning on his/her former range at the time of the change. If the change is made at the beginning of a new fiscal year the member shall be granted a normal step increase on the former range, if eligible, before the placement on the new range is made.

5. A certificated unit member who works 75% or more of the work days required shall advance one step for each fiscal year of service. A certificated unit member who works less than the 75% required work days, but is assigned by February 1, shall advance one step on February 1st of each subsequent year provided he/she has worked a minimum of 75% of the required work days in the following years. A classified unit member shall advance one step on their anniversary date which corresponds to their date of hire.
6. A principal whose school enrollment drops below a set level shall retain their previous salary until reassigned.
7. A unit member serving in an acting administrative position for one fiscal year or less shall revert back to his/her original status at the end of the assignment or the end of the fiscal year, whichever comes first, unless reassigned to the same administrative position or assigned to another acting or permanent administrative position.

B. ANNUITY

The District will pay on behalf of unit members who have been employed with the District for at least three full years an amount equal to 7.5 percent of their gross compensation into the District's supplemental annuity funds.

C. ANNIVERSARY INCREMENT

1. The District shall pay a longevity stipend after 20 and 25 years of service in the District. Refer to salary schedules.

D. DOCTORAL STIPEND

Refer to salary schedule.

E. COMPENSATORY TIME

1. A unit member who is required to be on duty beyond his/her normal work hours of workdays because of work related emergencies or other special

circumstances, as determined by the unit member's immediate supervisor, shall be given compensatory time off in an amount equal to the extra hours worked. Such compensatory time off will be scheduled in advance and approved by the unit member's immediate supervisor.

2. Compensatory time off must be used prior to June 30 of the school year in which it was accrued or it will be forfeited.
3. A unit member may be required to participate in District-planned workshops, training sessions, meetings and/or activities held after normal working hours or on weekends during the unit member's normal work year. Compensatory time shall be granted for participation in these activities in excess of five hours per month.

ARTICLE 13 - HEALTH AND WELFARE BENEFITS

A. Health, Dental and Vision Insurance

1. Unit members shall retain the current health, vision and dental plans.
2. Plan descriptions and related booklets shall be available through the District's Benefit Office.
3. The District shall pay the full cost of the health, dental and vision plan for full-time unit members and their eligible dependents. The District contribution to the cost of a health plan for a part-time employee shall be prorated as follows: full payment for employees working three-fourths time or more; three-fourths payment for employees working half-time to three-fourth's time; one half payment for employees working one-fourth to one half time, and one-fourth time. Part-time employees shall pay the difference between the District's contribution and the full cost of the plan by payroll deductions made for the part-time employee's share, according to the authorization signed upon enrollment in the plan. No prorated District contribution shall be made unless the employee pays the remainder.

4. When a unit member and spouse (or other eligible dependent) are each employed by the District in an eligibility capacity, each may individually select a health plan, or they may both enroll in a two or three-party plan. If each selects a separate health plan, the spouse may not be enrolled as a dependent. In such cases each dependent child may be enrolled in one plan or the other, but not both.
5. Coverage for newly employed eligible unit members shall begin on the first of the month following the month in which employed.

B. Long-Term Disability Insurance

Eligible unit members shall automatically be covered by a disability income plan six months from the first day of the month in which work begins in the eligible capacity, at no cost to the employee. The benefit will be paid starting at the end of the qualifying disability period of 60 calendar days or beyond expiration of all paid leaves, including vacation, should accrued sick leave and vacation extend beyond 60 days.

1. The monthly benefit shall be two-thirds of the first \$1000 of basic pay, plus one third of additional basic pay to a maximum of \$1000 per month total benefit.
2. An amendment rider has been added to the District's long-term disability contract with the insurance carrier which provides that certificated unit members with five or more years of credited STRS (State Teachers Retirement System) employment shall be covered by the District policy for a maximum of one year, thereafter to be covered by STRS; and that certificated employees with less than five years of service credited by the STRS shall be covered by the District policy to age 65.

C. Life Insurance

1. All unit members, except temporary or substitute employees, shall automatically be covered by a fully District-paid life insurance policy to the limit of \$10,000 for death from natural causes,

plus an additional \$10,000 if the cause of death is accidental.

2. Eligible employees shall be covered from the first day of employment, and enrollment is not required for coverage, but each employee should complete a beneficiary designation card at the time of employment or when a change is desired.
3. A conversion option of group life insurance is available without evidence of insurability.

D. State Compensation Insurance (Worker's Compensation)

Unit members are protected against lost of salary for illness or injury incurred during the normal performance of their duties to the extent specified in the Worker's Compensation provisions of the Labor Code.

E. Liability Insurance

Unit members shall be protected by District liability insurance against claims arising from the normal performance of their duties. Since the determination of individual responsibility is often difficult to establish and often dependent upon court findings, it is recommended that employees assure themselves of coverage, especially when transporting students to school-sponsored events, by carrying the minimum insurance required to meet state financial responsibility laws.

F. Miscellaneous Provisions

1. Unit members on paid leave shall continue to receive District contributions for health, dental, life insurance, and annuity benefits in accordance with their employment status at the beginning of the leave. Unit members on unpaid leave for a full calendar month or longer receive no District contributions, except for those on maternity leave, for whom the District will pay the premiums for health, dental, and life insurance for that period of time during which attendance at work is not feasible for medical/physical reasons, as certified by a licensed physician.

2. Unit members who receive long-term disability benefits, or who have been granted leave beyond paid leave for any other reason approved by the District, may continue their insurance and health benefits for one year by paying the full cost thereof except that those who receive long-term disability benefits may continue coverage at their own expense for as long as the disability continues, or until retirement.
3. District contributions for health, dental, disability income and group life insurance benefits for unit members shall be made for twelve months from July 1 through June 30, regardless of the number of days in each employee's regular work year.
4. If a national Health plan is enacted by Congress which provides for employer contributions, the parties will meet for the purpose of renegotiating this article in conformance with such law.
5. Unit members who retire, as defined in District Administrative Bulletin 8035, shall be eligible to continue their coverage under District health and dental plans until the age of 65 by paying the full costs thereof in accordance with then terms of Administrative Bulletin 8035.

G. Medicare

As soon as practical after the Medicare election, and effective December 1, 1991, the District agrees to pay the employer's share of the 1.45% of the employee's salary to the Public Employees' Retirement System for all those eligible certificated employees who opt for Medicare coverage. The employee shall contribute his/her portion of the 1.45% of the employee's salary through payroll deduction. The District agrees to pay the PERS administrative costs relating to establishing the program of optional Medicare coverage for those unit members initially hired prior to April 1, 1986.

ARTICLE 14 - REIMBURSEMENT FOR LOSS

Unit members may be reimbursed for loss or damage of personal property occurring in the line of duty as provided for in Administrative Bulletin 8034. (Refer to Appendix A-7)

ARTICLE 15 - UAOS LONGEVITY INCENTIVE

Refer to Appendix A-5.

ARTICLE 16 - HEALTH BENEFIT IMPROVEMENT COMMITTEE

The District and the Union are committed to reducing the cost and improving health and welfare benefits. The Union agrees to participate in any District-multiple bargaining unit committee established during the life of this agreement for the purpose of reviewing District health, dental and vision care cost, and recommending cost containment measures. Special emphasis shall be given to the value of a "broker of record" verses "a consultant service." For purposes of this article, health and welfare benefits are described as the benefit components received by unit members as fringe benefits, i.e. hospital, dental, life and disability coverage but are not limited to those specific areas.

ARTICLE 17 - CONCERTED ACTIVITY

- A. It is agreed and understood that there shall be no concerted activities during the life of this agreement. Concerted activities are defined as strikes, stoppages, slow-downs, picketing, willful interference with the operations of the District or compliance with any request by any other labor organization to engage in such activities.
- B. The District agrees not to lock-out unit members during the life of this Agreement.
- C. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do likewise.

ARTICLE 18 - DURATION

This Agreement shall become effective on the date it is signed by the last signatory and shall remain in full force and effect until June 30, 2002 and from year to year thereafter unless either party submits written notice of its desire to amend, modify or terminate this Agreement ninety (90) days prior to July 1 of any subsequent year.

ARTICLE 19 - LABOR MANAGEMENT RELATIONS COMMITTEE

- A. Upon ratification of this agreement, the District and the Union agree to establish a Labor Management Relations Committee for the purposes of exchanging views, concerns and problem solving.
- B. The committee shall be comprised of no more than three members from each side and shall meet on the first and third Tuesday of the month, with the head of Human Resources, or designee.

ARTICLE 20 - ORGANIZATIONAL SECURITY

- A. The District will promptly notify the Union of all newly hired or newly appointed unit members.
- B. All unit members shall be required to join the Union as a member, or to pay a service fee equal to the Union's regular dues.
- C. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting a Union shall not be required to join or financially support the Union as a condition of employment. Such unit members shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organizations under Title 26 of the Internal Revenue Code.
 - a. Marcus Foster Educational Institute
 - b. Habitat International
 - c. United Way
 - d. Black United Fund

Such payment shall be made on or before October 31 of each School year except for new hires, who shall make payment within 60 days of date of hire. Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body with tax-exempt status whose traditional tenets or teachings object to joining or financially supporting a union shall be made on an annual basis to the District and the Union as a condition of continued exemption from the provisions of section B of this article. Proof of payment shall be in the form of receipts,

payroll deduction stubs and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. Such proof shall be made on or before October 31 of each school year.

- D. Upon notification of this agreement, unit members who are not members of the Union or who do not make application for dues deduction to be applied to union membership or service fee, shall pay a service fee in accordance with section B of this article within 30 calendar days. In the event a unit member does not pay such fee directly to the Union, or fails to authorize payment through payroll deduction, the Union shall so inform the District in writing. Upon such notice the District shall begin an automatic payroll deduction as provided for in Education Code Sections 45061 and 45168.
- E. Proper notice by the Union shall include the following:
1. At the end of the first two months of non-compliance with this article's membership or service fee provision, the employee shall be sent a notice by certified mail from the Union informing the unit member that he/she has one calendar month to pay membership dues or service fee to the Union, and further informing the unit member that failure to do so will result in the appropriate action specified in Section E of this article. A copy of this notice shall be sent to the District.
 2. Upon receipt of a copy of the two-month notice, the District shall inform the unit member that the appropriate action specified in section E of this article shall be taken unless the unit member joins the Union, or pays a service fee to the Union, or provides the proof of religious objection required in section D of this article.
 3. If the unit member has not paid the required dues or service fees within 30 calendar days following the mailing of the two-month notice, the Union shall so inform the District by certified mail. The District shall then take the appropriate action specified in section E of this article.

- F. The Union agrees to indemnify, defend and hold the District harmless against any claims and/or suit instituted against the District arising from the provisions of this article.
- G. The District agrees that it will not move to separate the organizational security provisions from the contract for purposes of a separate ratification vote.

ARTICLE 21 - DUES DEDUCTION

- A. The District agrees to deduct from the salary payment of an employee an amount which has been requested in a revocable written authorization by the employee for the purpose of paying dues or service fee of the employee to the Union. At the time of employment processing, the District shall advise the employee of the UAOS membership or service fee requirement and provide written authorization to deduct from the salary of the employee UAOS regular dues. A copy of the dues authorization card shall be promptly forwarded to the Union office. A revocation of a written authorization shall be in writing and shall be effective commencing with the next pay period.
- B. Each month the District shall draw its order upon the funds of the District in favor of the Union, for an amount equal to the total of the dues collections, as requested by unit members in writing during the preceding month.
- C. The Union agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any suit instituted against the District arising from its checkoff of union dues.

ARTICLE 22 - COMPENSATION - PERSONAL AUTOS

Use of unit members personal automobiles on District business shall be compensated at the current rate of the maximum amount allowed as an IRS deduction. Mileage reimbursement forms shall be submitted directly to the business office.

ARTICLE 23 - MANAGEMENT OPPORTUNITY PROGRAM

The District and UAOS shall establish by January 1, 2000, a committee of no more than 3 individuals from each side to develop a Management Opportunity Program.

ARTICLE 24 - ANNUITY BOARDS

The District agrees to appoint at least one member of UAOS to a seat on the Certificated Annuity Board and at least one unit member to the Classified Annuity Board. The member to be appointed will be selected by UAOS.

ARTICLE 25 - SETTLEMENT PAYMENTS

All settlement agreements with UAOS, either for UAOS, or on behalf of individual members, which involve a cash payment by the District shall be paid within forty-five (45) calendar days from the date the settlement is fully executed. Failure by the District to pay the amount stipulated in the Settlement Agreement within forty-five (45) calendar days shall result in the District paying a penalty of 1-1/2% on the unpaid balance for each thirty (30) day period or fraction thereof.

ARTICLE 26 - SCOPE OF AGREEMENT

- A. The parties acknowledge that during Interest Based Bargaining which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining by applicable laws. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. This Agreement fully incorporates the understandings of the parties on all matters over which the parties have bargained. It supersedes all previous agreements and prior practices insofar as they relate to the provisions of this Agreement.
- C. Neither party shall be required to bargain over any provision of this Agreement during its duration, except by mutual consent. Nothing in this section shall alter the District's right to exercise its management rights set forth in this Agreement.

- D. This Agreement may be reopened for amendment by mutual agreement of the parties.
- E. This Agreement will remain in effect until replaced by a successor agreement.

ARTICLE 27 - SAVINGS PROVISION

In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect. Should a federal or state agency, with jurisdiction, invalidate any portion of this Agreement or should the California Legislature decrease or delete any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate the affected provision(s).

ARTICLE 28 - SAFETY

The parties agree that within sixty (60) days of the signing of this agreement that the Union, Legal Department and Police Services will discuss the implementation of the applicable provisions of Penal Code Section 627, restraining orders, and other issues pertinent to the safety of its members.

ARTICLE 29 - SUMMER SCHOOL EMPLOYMENT

- A. Summer school may be offered at various sites at the discretion of the District.
 - 1. Unit members may apply for unit positions by meeting the application requirements of the District.
 - 2. Every effort will be made to assign current site principals to their respective school providing
 - a. they apply for and
 - b. they have not been assigned to the same position at their site in the two previous years.
 - 3. Unit members assigned to summer school unit positions shall be compensated at the regular daily rate, prorated, for the position.

4. Unit members, who have applied, shall be assigned, except as provided by Article 23 to a school that is offering a summer program before non-unit members are assigned.
- B. Unit members who have been assigned or not assigned shall be notified by May 1st.
- C. The District shall make every effort to insure that at least one administrator from the site is retained for the summer school program.
- D. At the discretion of the District, this article may or may not apply to unit members who receive a 'March 15th' letter.

ARTICLE 30 - SCHOOL SITE DECISION MAKING

Pursuant to the school Board's adoption of Draft 3A on June 9, 1999, the parties recognize the primary role of the school site administrator to be the instructional leader and manager at their site.

The parties will continue to meet in the development and implementation of Draft 3A under the provisions of the Educational Employment Relations Act.

Union members will not be required to be party to any actions which may take work away from other bargaining units.

ARTICLE 31 - CLARITY

Upon ratification and signing of this contract, the Union and the District agree to jointly reorganize this Contract solely for the purpose of clarity. No changes will be made to the intent of the Contract.

Signature Page

IN WITNESS WHEREOF the parties have executed this Agreement this
_____ day of _____

UNITED AMINISTRATORS OF
UNIFIED SCHOOL

OAKLAND SCHOOLS (UAOS)

OAKLAND

DISTRICT

Julian Cane

Executive Director
Board of Education

Noel Gallo

President,

David Tom
Harrison

Chairperson
Education

Lucella T.

Board of

Lois Madkins-Walker

Education

Jason Hodge

Board of

Robert Law

Education

Bruce Kariya

Board of

Jane Nicholson

Education

Kenneth Rice

Board of

W. Darrell Ovid

Education

Dan Siegel

Board of

Resource (UAOS)
Education

Jean Quan

Board of

Ena Harris

Superintendent

Carole Quan

Cheryl Rodby

Sue Woehrle

Resource (District)
Superintendent

Assistant

Diana Garcia

Rumi Ueno

Director of LMER

Vernon Hal
Lemon-Thomas

Delores

Director

Gary Meissner

Work Year-Certificated

200

8 **DAYS BEFORE TEACHERS**
183 INSTRUCTIONAL DAYS
5 CLOSE OF SCHOOL
4 OTHER DAYS AS APPROVED BY EACH UNIT MEMBER'S IMMEDIATE SUPERVISOR

209

8 DAYS BEFORE TEACHERS
183 INSTRUCTIONAL DAYS
7 CLOSE OF SCHOOL
11 OTHER DAYS AS APPROVED BY EACH UNIT MEMBER'S IMMEDIATE SUPERVISOR

214

8 DAYS BEFORE TEACHERS
183 INSTRUCTIONAL DAYS
7 CLOSE OF SCHOOL
16 OTHER DAYS AS APPROVED BY EACH UNIT MEMBER'S IMMEDIATE SUPERVISOR

227

A certificated unit member whose assignment normally requires 227 days per year and who has more than 25 years of service in the District on July 1 of the current fiscal year shall have a work year of 222 days.

The scheduled duty days for certificated unit members assigned to work 227 or 222 days per year shall begin July 1 and end June 30, and shall include every day on which the

Administration building is open, except for nonworkdays as provided in this agreement.

Work Year-Classified

The work year for classified unit members, except Food Service Field Supervisors, shall be 260 to 262 days, including vacations and holidays. The work year for Food Service Field Supervisors shall be 230 days including holidays and vacation days. The scheduled duty days for classified supervisors, except Food Service Field Supervisors, shall begin July 1 and end June 30, and shall include every day on which the Administration Building is open, except for vacation days and holidays provided in this agreement. The scheduled duty days for Food Service Field Supervisors shall begin ten workdays immediately preceding the opening of school and shall end ten workdays immediately following the closing of school.

LONGEVITY INCENTIVE

In order to qualify for the program the unit member must:

1. Have 20 years of full time service in the District
2. Be a minimum of 55 years of age on July 1 of 1999; 58 years of age on July 1 of 2000 and 60 years of age on July 1 of 2001.
3. Submit an application during the open application period: January 1, thru April 15th of the year of retirement.

For five years or age 65 whichever comes first, the District will pay the health, vision and dental benefits premium for the unit member. Coverage for a unit member's spouse enrolled in the plan prior to the member's retirement may also be continued, if requested at the time of the member's initial request for continuing coverage, provided the entire additional premium continues to be paid in advance by the member and/or spouse on a quarterly (or longer) basis, and provided the spouse meets the residence requirements of the health plan in which he/she is enrolled. As use in this paragraph, "additional premium" means the difference between the applicable single-party and two-party premiums. If the unit member dies before his/her spouse, spousal coverage may be continued as a single-party plan, provided any subsequent changes in carrier, coverage, level of service/benefits that apply to unit members shall also apply to participants.

Participation shall be subject to the following:

1. The District reserves the right to limit participation in any given year to seven (7) unit members. By mutual agreement the Program may be opened to additional members in any given year.
2. If more than seven unit members apply, the District will rank applicants by the date they are received in the Human Resources Department.

California Education Code

Section 44951. Continuation in position unless notified

Unless a certificated employee holding a position requiring an administrative or supervisory credential is sent written notice deposited in the United States registered mail with postage prepaid and addressed to his or her last known address by March 15 that he or she may be released from his or her position for the following school year, or unless the signature of the employee is obtained by March 15 on the written notice that he or she may be released from his or her position for the following year, he or she shall be continued in the position. The provisions of this section do not apply to a certificated employee who holds a written contract with an expiration date beyond the current school year, or to a certificated employee holding a position that is funded for less than a school year, or to a certificated employee assigned to an acting position whose continuing right to hold this position depends on being selected from an eligible list established pursuant to Section 44955.

Section 45113. Rules and regulations for classified service in districts not incorporating the merit system.

The governing board of a school district shall prescribe written rules and regulations, governing the personnel management of the classified service, which shall be printed and made available to employees in the classified service, the public, and those concerned with the administration of this section, whereby such employees are designated as permanent employees of the district after serving a prescribed period of probation which shall not exceed one year.

Any employee designated as a permanent employee shall be subject to disciplinary action only for cause as prescribed by rule or regulation of the governing board, but the governing board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

The governing board shall adopt rules of procedure for disciplinary proceedings which shall contain a provision for informing the employee by written notice of the specific charges against him, a statement of his right to a hearing on such charges, and the time within which such hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges. The burden of proof shall remain with the governing board, and any rule or regulation to the contrary shall be void.

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

This section shall apply only to districts not incorporating the merit system as outlined in Article 6 (commencing with Section 45240) of this chapter.

Section 45114. Layoff and reemployment procedures; definitions

Notwithstanding the provisions of Section 45113, the governing board may lay off and reemploy classified employees only in accordance with procedures provided by Sections 45298 and 45308, except the term "personnel commission" therein shall be construed to mean the governing board. "Governing board" as used in this section shall include districts governed by a common board or by different boards but with a common administration. Employees in common board or common administration districts shall, for the purpose of layoff for lack of work or funds, be considered as having been employed in a single district.

Section 45116. Notice of disciplinary action

A notice of disciplinary action shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken and, if it is claimed that an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice.

A notice of disciplinary action stating one or more causes or grounds for disciplinary action established by any rule, regulation, or statute in the language of the rule, regulation, or statute, is insufficient for any purpose.

A proceeding may be brought by, or on behalf of, the employee to restrain any further proceedings under any notice of disciplinary action violative of this provision.

This section shall apply to proceedings conducted under the provisions of Article 6 (commencing with Section 45240) of this chapter.

Section 45117. Notice of layoff due to expiration of specially funded program or bona fide reduction or elimination of service

- (a) When as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded programs is other than June 30, the notice shall be given not less than 30 days prior to the effective date of their layoff.
- (b) When, as a result of a bona fide, reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be

given notice of layoff not less than 30 days prior to the effective date of layoff and informed of their displacement rights, if any, and reemployment rights.

- (c) Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by subdivision (a) or (b).

Section 45298. Reemployment and promotional examination preference of persons laid off; voluntary demotions or reduction in time.

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

Section 45308. Order to layoff and reemployment; length of service

Classified employees shall be subject to layoff of lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

For purposes of this section, in school districts with an average daily attendance below 400,000 for service commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Section 45128. Nothing in this section shall preclude the governing board of a school district from entering into an agreement with the exclusive representative of the classified employees that defines "length of service" to mean the hire date. For purposes of this section, in school districts with an average daily attendance of 400,000 or more, for service commencing or continuing after January 1, 1986, "length of service" shall be determined by the date of hire.

If a governing board enters into an agreement with the exclusive representative of classified employees that defines "length of service" to mean the hire date, the governing board may define "length of service" to mean the hire date for a classification of employee not represented by any exclusive bargaining unit.

Nothing contained in this section shall preclude the granting of "length of service" credit for time spent on

unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave. In addition, for military leave of absence, "length of service" credit shall be granted pursuant to Section 45297. In the event an employee returns to work following any other unpaid leave of absence, no further seniority shall be accrued for the time not worked.

"Hours in paid status" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions as provided in this chapter.

Need Bulletin 8034