



**COLLECTIVE BARGAINING AGREEMENT
FOR THE NON-CERTIFICATED UNIT**

Between

OAKLAND SCHOOL FOR THE ARTS

and

**COALITION OF OAKLAND SCHOOL FOR
THE ARTS TEACHERS AND STAFF,
CTA/NEA**

For the Term Ending July 31, 2024

TABLE OF CONTENTS

ARTICLE 1:	RECOGNITION	1
ARTICLE 2:	UNION RIGHTS	2
ARTICLE 3:	MANAGEMENT RIGHTS	4
ARTICLE 4:	ORGANIZATIONAL SECURITY	5
ARTICLE 5:	NEGOTIATION PROCEDURES.....	7
ARTICLE 6:	EMPLOYMENT STATUS	7
ARTICLE 7:	ONBOARDING.....	8
ARTICLE 8:	HOURS OF EMPLOYMENT.....	9
ARTICLE 9:	MATERIALS AND SUPPLIES	12
ARTICLE 10:	COMPENSATION	13
ARTICLE 11:	HEALTH AND WELFARE BENEFITS	16
ARTICLE 12:	PROFESSIONAL DEVELOPMENT (PD).....	17
ARTICLE 13:	EVALUATIONS	18
ARTICLE 14:	RETIREMENT	19
ARTICLE 15:	LEAVES OF ABSENCE	20
ARTICLE 16:	COMPLAINTS.....	29
ARTICLE 17:	DISCIPLINE AND DISCHARGE.....	30
ARTICLE 18:	GRIEVANCE PROCEDURE.....	34
ARTICLE 19:	REDUCTION IN FORCE	39
ARTICLE 20:	SAFETY	41
ARTICLE 21:	OTHER CONDITIONS OF EMPLOYMENT	44
ARTICLE 22:	WAIVER OF CONTRACT.....	45
ARTICLE 23:	SAVINGS	46
ARTICLE 24:	ASSIGNABILITY	46
ARTICLE 25:	TERM.....	47
	SIGNATURE PAGE.....	48
	APPENDIX A.....	49
	APPENDIX B.....	50
	APPENDIX C.....	51
	APPENDIX D.....	52

ARTICLE I: RECOGNITION

- 1.1** The OAKLAND SCHOOL FOR THE ARTS (Employer) recognizes the COALITION OF OAKLAND SCHOOL FOR THE ARTS TEACHERS AND STAFF/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION (COSATS/CTA/NEA) (Union) as the exclusive representative pursuant to the Educational Employment Relations Act (EERA) (Government Code section 3540, *et seq.*) for all “non-certificated”/classified employees of the Employer, excluding all day-to-day substitutes, guest instructors (including but not limited to music accompanists), members of OSA’s Advancement Team, and all supervisory, managerial, and confidential employees of the Employer.
- 1.2** The parties agree and acknowledge that on the effective date of this Agreement the bargaining unit described in Article 1.1 shall exclusively consist of employees in the following specific positions:
- 1:1 Paraeducator
 - Campus Supervisor
 - Food Service Coordinator
 - Instructional Aide
 - Receptionist/Attendance
 - Student Records Coordinator
- 1.3** New positions or classifications which are established during the term of this Agreement shall first be reviewed by the Employer and the Union as to their inclusion in the bargaining unit and shall thereafter be part of the bargaining unit, if the parties agree that such positions share a community of interest with the existing unit. In the event the parties fail to agree on the inclusion or exclusion of such positions, the dispute shall be subject to the procedures of the EERA.
- 1.4** In the event that the Employer contemplates opening any new school(s), new campus or expansion of the Employer or any affiliate, subsidiary, partnership, firm, corporation, or other legal entity under control of the Employer which provide instruction, either whole or in part, the Employer shall provide ninety (90) days advanced notice to COSATS. The parties shall negotiate and attempt to agree on whether affected personnel will become members of the bargaining unit and be covered under this collective bargaining agreement. If such efforts are unsuccessful, the dispute shall be subject to the procedures of the EERA.
- 1.5** The parties to this Agreement recognize that the duties and work performed by the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit, provided that:

- 1.5.1** The parties recognize that nothing in this Article shall prevent OSA from contracting with an outside vendor for non-employees to perform any service or type of service that is already being performed by contracted non-employees as of the effective date of this Agreement, including but not limited to janitorial services, HVAC, pest control, and the services currently being provided by security officers contracted through V.M.A. Security Services, LLC. Non-employees who provide such services shall not be members of the bargaining unit.
- 1.5.2** The parties further recognize that nothing in this Article shall prevent the utilization of day-to-day substitutes for temporary and appropriate coverage of unit members as referred to in other Articles of this Agreement.
- 1.5.3** OSA may contract for a long-term substitute to fill vacancies or a long term leave of absence. After thirty (30) working days, OSA shall offer a temporary contract to the substitute. If the substitute agrees to enter into the temporary contract, they shall become a unit member for the duration of the contract. Contracts may not exceed the school year during which the contract was offered. If the substitute does not agree to enter into the temporary contract, OSA will immediately notify COSATS and the parties will promptly meet to discuss alternatives and work collaboratively on an appropriate resolution.
- 1.5.4** If OSA is unable to fill a unit position after exhausting available avenues of hire, OSA may utilize a third-party vendor to fill unit positions for the current school year. Unit positions filled from a third party vendor are not members of the bargaining unit. Persons employed by a third party vendor may not fill the same unit position in subsequent years unless hired by OSA and added to the unit.

ARTICLE 2: UNION RIGHTS

- 2.1 Educational Employment Relation Act.** COSATS/CTA/NEA has the right under the Educational Employment Relations Act (EERA) to represent members in their employment relations with the Employer. Nothing in this Agreement shall be construed as a waiver of those rights.
- 2.2 Access and Communication.** COSATS/CTA/NEA representative(s) shall have the right of access at reasonable times to areas in which unit members work and may, subject to reasonable regulation, use mailboxes, bulletin boards, and other modes of communication, including, but not limited to, school email. COSATS/CTA/NEA representatives or others invited by COSATS shall follow OSA's visitor access protocols. On-site visits will not interrupt school programs.
- 2.3 Bulletin Board.** The Union shall have the right to post notices of activities and matters of Union concern on bulletin board space designated for COSATS use. Such bulletin board space shall be provided in the faculty lounge.

2.4 Use of School Equipment and Facilities

2.4.1 The Union shall have the right to use school facilities during reasonable hours for the purposes of meetings concerned with the rights guaranteed in the Educational Employment Relations Act, provided that there is no conflict with a scheduled activity. The Union may utilize school equipment in conjunction with meetings with its members.

2.4.2 “Reasonable hours” means before and after school/professional development time, evenings, lunch periods, and other non-work hours. General meetings in shared space shall be subject to approval by the Principal after a written (or emailed) request made at least two (2) days in advance of the requested use. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities. Such meetings shall not interfere with the service of the employee or the school program.

2.5 Union Leave. The Union may request the release of designated members of this and other units represented by COSATS from their regular duties for up to a collective total of seven (7) days (56 hours) per school year, for the purpose of attending to union matters not covered in Sections 2.6, 2.7, 2.8, and 2.9, below, which shall be funded by OSA. If additional days are necessary for such purposes, the Union shall be granted up to an additional five (5) days, provided that the Union reimburses the school for the cost of substitute time, and in no event shall any individual unit member be released for more than five (5) release days in any one (1) year. The Union shall pay OSA the amount paid to a substitute employed to fill the position.

2.6 Appointment to School Committees. When OSA forms School committees relating to matters within the scope of representation, the union reserves the right to select unit member representatives to serve on such committees. If COSATS fails to appoint said representatives by the time set for the committee to begin work, the committee may proceed as long as there is at least one (1) COSATS member.

2.7 Right to Represent. A COSATS representative shall have the right to represent their colleagues, with no loss of pay or benefits, in investigatory meetings, disciplinary meetings and for the processing of grievances.

2.8 Release Time for Bargaining. A reasonable number of COSATS bargaining team members shall be released from duty with no loss of pay and benefits for the purpose of meeting and bargaining with the Employer at mutually agreed times, including caucus time with the committee.

2.9 Orientation. The union shall have the opportunity to address new employees at an agreeable time during designated professional development and meetings prior to the start of the school year. The Union shall also have the opportunity to address new employees hired after the start of the school year when a new employee orientation is provided, during the last ten (10) minutes of a staff meeting, and/or at the end of a

professional development training. OSA will provide membership material provided by COSATS to all new COSATS-represented employees during the hiring process.

2.10 Staff Meetings. The union shall have the right to address staff members for up to ten (10) minutes during professional development. Union shall have the right to address staff at other meetings with forty-eight (48) hours' notice so that COSATS can be added to the agenda. OSA will provide forty-eight (48) hours' notice if reserved union time is not available for a particular meeting.

2.11 Union Right to Unit Member Data.

2.11.1 The Employer shall give the Union the name, address, phone number(s), personal email, work site, and work assignment of new unit members, at the point the new unit member is placed, either before or during the school year, with the exception of information not provided by the unit member.

2.11.2 All information necessary for the Union to discharge its duties as the exclusive representative shall be provided by OSA without charge, including names, addresses and telephone numbers of unit members.

2.12 Board and Board Committee Meeting Agendas and Minutes. Agendas and non-confidential, non-privileged attachments, including proposed minutes from the prior meeting, are posted publicly at least seventy-two (72) hours in advance of each regular meeting of the Board as a whole or any standing Board Committee subject to Brown Act requirements. The employer shall email to the union one (1) copy of such agendas and all non-confidential, non-privileged attachments thereto on the same day that the materials are publicly posted. Meetings of the Board as a whole are audio recorded, and the resulting recordings are then edited to reduce file size and remove breaks then posted publicly to the OSA website. Public committee meetings shall be at a time and place that is accessible to COSATS, and may be recorded by COSATS to share with its membership provided the recording is made in a manner that is non disruptive, consistent with the Brown Act, and complies with all applicable local, state and federal laws.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 It is understood and agreed that OSA retains its authority to direct, manage and control its operations to the full extent of the law, including but not limited to its rights to:

- Determine the legal, operational, governance, and organizational structure of OSA;
- Determine the mission, intention and overall program design as described in the school's charter and specifying the instructional delivery model, intervention and remediation programs, and all educational policies, procedures, objectives, goals, and programs;
- Establish educational policies with respect to admitting students;
- Determine staffing plans and allocation, including but not limited to hiring, promotion, layoff, or discharge;

**OSA/COSATS Non-Certificated CBA
For the Initial Term Ending July 31, 2024**

- Ensure the rights and educational opportunities of all students;
 - Maintain OSA's Employee Handbook;
 - Make all decisions regarding the acquisition, disposition, number, location, and utilization of all OSA school properties and offices;
 - Establish the financial structure of OSA including investment policies and practices, budgeting procedures and budgetary allocations, reserves, and expenditures;
 - Determine the methods of raising revenue for the organization; and
 - Take action on any matter in the event of an emergency.
- 3.2** The exercise of OSA's rights shall be limited by the specific and express provisions of this Agreement and the school's Charter.
- 3.3** OSA recognizes its duty under the EERA to negotiate with COSATS over the impacts its exercise of management rights may have on mandatory subjects of bargaining and affirms its commitment to fulfilling that duty.
- 3.4** COSATS retains its right to be provided notice and an opportunity to negotiate any change to matters within the mandatory scope of negotiations under Government Code section 3543.2 not addressed by provisions of this Agreement.
- 3.5** The parties recognize that running a school requires flexibility in situations where decision-making requires immediate action to provide the type of learning environment that meets the needs of students. They further affirm their commitment to maintaining fluid communication and a willingness to work out issues and concerns, with student interests at the basis of each decision.
- 3.6** Since this Article is not a source of rights for COSATS or Employees, it is not subject to grievance.

ARTICLE 4: ORGANIZATIONAL SECURITY

4.1 Dues Deduction

- 4.1.1** The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to COSATS. OSA shall deduct other voluntary payments as authorized by unit members and the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from COSATS/CTA/NEA to OSA, shall be increased or decreased without resolicitation and authorization from unit members.

**OSA/COSATS Non-Certificated CBA
For the Initial Term Ending July 31, 2024**

- 4.1.2** The Employer shall deduct membership dues, initiation fees, and general assessments from unit members' paychecks, and transmit same to the Union, in reliance on written certification from the Union that it has and will maintain an authorization for such deductions signed by the individual employee from whose salary or wages the deduction is to be made. The Employer shall cancel or change dues deductions in reliance on information provided by the Union as to whether such deductions were properly canceled or changed. Pursuant to the employee's authorization, as certified by the Union, the Employer shall deduct dues from each paycheck based on the formula provided by the Union.
- 4.2 Payment of Monies.** With respect to all sums deducted by OSA pursuant to this Article, whether for membership dues, OSA agrees to remit such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made.
- 4.3 Hold Harmless**
- 4.3.1** The Union agrees to indemnify, defend, and save harmless OSA, its officers, agents, and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold harmless provision is intended to apply to circumstances involving a third party challenge to the legality of the provisions of this Article and not to grievances or other disputes between OSA and the Union involving the interpretation or implementation of these provisions.
- 4.3.2** Subject to Section 4.3.3, the Union shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried, or appealed. Prior to the exercise of these rights, the Union shall be required to inform and consult with OSA.
- 4.3.3** If, notwithstanding Section 4.3.2, OSA elects to defend the action, the Union's duty to indemnify, defend and save OSA harmless shall be extinguished.
- 4.4 Miscellaneous**
- 4.4.1** OSA shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues within this Article until the pay period commencing not less than ten (10) workdays after submission of the form by the unit member or the Union.
- 4.4.2** The Union agrees to furnish any information needed by OSA to fulfill the provisions of this Article.
- 4.5 Revocation of Membership.** Members of the Union may act at any time to revoke their membership by providing written notice of withdrawal to COSATS.

4.6 Non-Interference. OSA and the Union further agree not to interfere with the unit member's choice if they join or refrain from joining the Union.

ARTICLE 5: NEGOTIATION PROCEDURES

5.1 Initial Proposals. Prior to the expiration of this contract, COSATS and OSA shall present their "sunshine" proposals for a successor agreement in time for initial presentation at a scheduled OSA Board Meeting. COSATS's proposal shall be agendized if submitted no later than nine days prior to the meeting.

5.2 Good Faith Negotiation

5.2.1 The parties shall meet and negotiate in good faith on negotiable items on reopeners for a successor agreement beginning as soon as possible after the sunshine process is completed.

5.2.2 Any agreement reached between the parties shall be reduced to writing and signed by them.

5.3 Distribution of Ratified Agreement. Within forty-five (45) days of ratification of the Agreement by both parties herein, the OSA Board shall have sufficient copies prepared and delivered to the Union for distribution to each unit member in the school.

5.4 New Bargaining Unit Members. COSATS shall be responsible for providing a copy of the negotiated Agreement to all new bargaining unit members.

5.5 Individual Contracts. Any individual contract executed between the OSA Board and a unit member shall be subject to and consistent with terms and conditions of this Agreement.

ARTICLE 6: EMPLOYMENT STATUS

6.1 During the first three (3) years of complete and consecutive service with OSA, bargaining unit members shall be employed at-will in an "Associate" status. At-will employees can be released without cause and with no right to appeal or grieve OSA's determination.

6.2 During the first two (2) years of the Associate status term, the employee may be released from employment without cause.

6.3 During the third year of the Associate status term:

6.3.1 Year-round employees may be released from employment without cause only if the employee is provided severance in the amount of three (3) months' salary and three (3) months' employer-paid COBRA health benefits;

6.3.2 School-year employees may be released from employment without cause only if the employee is provided severance in the amount of: (1) three (3) months' salary and three (3) months' employer-paid COBRA health benefits, or (2)

salary and employer-paid COBRA health benefits through the end of their contracted year of employment, whichever is less.

- 6.3.3** In all cases, the employee shall only be eligible for employer-paid COBRA health benefits if they were eligible for and receiving employer-paid health benefits at the time of their release.
- 6.4** If a bargaining unit member is in contract paid status for sixty percent (60%) or more of the number of weeks in the work year, then that year shall count as a complete year towards completion of their associate status term.
- 6.5** At such time when the initial collective bargaining agreement is fully ratified and approved:
- 6.5.1** Unit members who have served with the employer for at least three (3) complete years of service shall be given credit for completion of the Associate status period.
- 6.5.2** Unit members who have served with the employer for one (1) or two (2) years shall receive credit for those years of service towards completion of the Associate status period.
- 6.6** Upon completion of the Associate status term, unit members shall become “Established Employees” and have continued employment, subject to the provisions of Article 17 (Discipline and Discharge) and Article 19 (Reduction in Force).

ARTICLE 7: ONBOARDING

- 7.1** OSA shall develop and maintain a robust and comprehensive plan for onboarding new classified staff to OSA.
- 7.2** Onboarding shall focus on transitioning staff to work within the OSA culture, ensuring staff have knowledge of how to successfully perform all required functions of their position, and developing/enhancing staff capacity around diversity, equity, and inclusion. Essential professional development and training prior to the staff member’s date of hire will be presented in order to ensure all staff have the same foundation.
- 7.3** Onboarding topics shall include but not be limited to:
- OSA Culture and Conveying the school’s values;
 - Relevant and current Technology training;
 - Relevant professional responsibilities including, but not limited to online certifications (as required), written communications, effective job-related strategies, student management techniques (as it relates to the position), and subject specific technology;

- School procedures including, but not limited to, payroll, purchase requisitions, staff meetings protocols, student discipline, vacation/sick leave, compliances such as certifications and appropriate clearances;
- Diversity and inclusion training;
- School Site Orientation; and
- Aligning expectations and performance with evaluation/observation process.

7.4 OSA shall present their onboarding plan to the Labor Management Committee for feedback and revision by March 15. COSATS representatives shall provide management with feedback regarding onboarding planning for the following year by April 15. Management will incorporate this feedback into planning and share the updated plan with COSATS prior to onboarding.

ARTICLE 8: HOURS OF EMPLOYMENT

8.1 Work Year, Work Week and Work Day

8.1.1 Work Year:

- 8.1.1.1 The work year for unit members employed in 10-month positions shall run from August 1 through the end of the school year in the following calendar year.
- 8.1.1.2 The work year for unit members employed in 11-month positions shall run from August 1 through the end of June in the following calendar year.
- 8.1.1.3 The work year for unit members employed in 12-month positions shall run from August 1 through the end of July in the following calendar year.

8.1.2 Work Week

- 8.1.2.1 **Standard Work Week Schedule:** The regular scheduled work week of full-time hourly unit members shall consist of not more than forty (40) hours per week, and not more than five (5) consecutive workdays within a seven (7) day period (Sunday through Saturday). Within this restriction, the regular work week of part-time unit members shall be designated by OSA according to needs. This Article shall not restrict the extension of the scheduled workday or workweek on an overtime pay basis when OSA determines such is necessary to carry on the business of the school.

8.1.2.2 Alternative Work Week Schedules: Lawful alternative work schedules may be established for any unit member by mutual agreement. After initial establishment, either OSA or the unit member may terminate any such alternative work schedule with two (2) weeks' written notice.

8.1.3 Work Day: The regular scheduled workday for full-time unit members working a standard work schedule shall not exceed eight (8) hours of service.

8.2 Meal and Rest Periods

8.2.1 Unit members who are scheduled to work more than five (5) hours on any given day are entitled to thirty (30) minutes of unpaid, duty-free mealtime at or about the midpoint of their workday or shift.

8.2.2 In the unusual event that a non-exempt employee works more than ten (10) hours in a day, they shall be provided a second unpaid meal break of not less than thirty (30) minutes in length.

8.2.3 Employees who work no more than six hours per day may waive their unpaid meal period with the consent of OSA. Employees who work shifts of more than ten (10) but less than twelve (12) hours and have not already waived their first meal period may waive the second meal period with the consent of OSA. OSA shall make meal period waiver forms available to employees. Employees who elect to waive their unpaid meal period shall be compensated their regular pay to work during their waived meal period.

8.2.4 Hourly unit members are required to record and report all meal breaks taken and are prohibited from working "off the clock" during any meal period.

8.2.5 In addition to the duty-free meal period, hourly unit members working at least three and one-half (3.5) hours per day shall receive one ten (10) minute rest period during each 4.0 hour period worked (or major fraction thereof)

8.2.6 Rest periods should be taken as near to the middle of the applicable 4.0 hour work period as possible. Overtime hours will include breaks required by federal, state and/or local law.

8.2.7 It is the responsibility of employees to take their rest periods, and they are expected and encouraged to do so. Employees should not work during those periods.

8.3 Overtime

8.3.1 Definition. Overtime is defined to include any time worked in excess of eight (8) hours in any workday, or in excess of forty (40) hours in any one week, in order to complete assigned duties. If an hourly unit member works seven consecutive days in one work week, the member shall always earn overtime

pay for the seventh day. Members should not work overtime unless previously approved.

8.3.2 Compensation for Overtime

8.3.2.1 All work hours required from an hourly unit member in excess of eight (8) hours but less than twelve (12) hours in one workday or forty (40) hours in one workweek shall be paid at a rate of one and one-half (1.5) times the unit member's regular rate of pay.

8.3.2.2 All work hours over twelve (12) in one workday shall be paid at double the unit member's regular rate of pay.

8.3.2.3 If a unit member works seven (7) consecutive days in one work week, they shall be paid for the first eight (8) hours of work on the seventh day at a rate of one and one-half (1.5) times their regular rate of pay, and for any hours in excess of eight (8) hours on the seventh consecutive workday at double the unit member's regular rate of pay.

8.3.2.4 Shift and special assignment differentials regularly received by the unit member for actual time worked shall be included in determining his/her regular rate of pay.

8.3.3 Distribution of Overtime

8.3.3.1 OSA shall offer available overtime amongst qualified unit members in each classification based on seniority. In the absence of sufficient qualified volunteers, OSA may mandate overtime hours in reverse seniority order.

8.3.3.2 OSA shall continue to give OSA-employed Campus Supervisors the right of first refusal for all available overtime hours. If no OSA-employed Campus Supervisor wishes to work the overtime hours, OSA may utilize an outside contractor to perform the work.

8.3.3.4 Overtime opportunities shall be made available and scheduled at least seventy-two (72) hours in advance when practicable. The parties recognize, however, that such notice is not always possible. If an unexpected need for overtime work arises, the immediate supervisor may ask or mandate employees already working on-site to extend their shifts and is not required to call-in or call-back other unit members.

8.4 Timekeeping Requirements

8.4.1 Hourly and non-exempt unit members must accurately record their time at the start and end of each work shift using online timesheets.

8.4.2 All working time must be completely and accurately recorded. Under no circumstances shall an hourly employee perform work and not report that time on their timesheet.

8.4.3 Employees shall not record time on another employee's timesheet or allow another employee to record time on their timesheet.

8.5 Extra Work. When ongoing additional work hours or part-time positions become available, OSA shall notify all unit members via email. Qualified unit members who apply for (and can accommodate the position in addition to their existing hours and duties) shall have equal opportunity to be considered for said position and have priority over equally qualified external applicants.

ARTICLE 9: MATERIALS AND SUPPLIES

9.1 Basic Office/Security Supplies. Every employee shall be supplied with adequate and usable furniture and equipment, including adequate lighting, appropriate to the tasks to be performed by the employee. OSA must provide all staff the furniture, supplies, equipment, and technology necessary for effective duty performance. This includes, but is not limited to, first aid kits, feminine products, and office supplies.

9.2 Technology. Each unit member will have a working, school issued computer, capable of accessing the internet, with the appropriate software installed for the member to perform their respective duties and do administrative tasks. All staff should have access to a printer, video projector, accompanying speaker system of reasonable quality, and adequate cabling. Each department may have special technological needs including, but not limited to: cameras, surveillance equipment, lighting equipment, presses, building tools, safety equipment, and maintenance equipment, to be agreed upon by the department supervisor and management, provided however that OSA retains ultimate discretion to make decisions regarding what technology the school will purchase and/or support. Electrical power shall be adequate to support these tools.

9.3 Photocopying. Unit members shall have access to photocopiers during school hours and designated prep times. OSA shall provide paper in multiple sizes (8.5 x 11, 11 x 17, legal size) as well as a selection of colored paper. Copiers shall be kept in working order. If a copier malfunctions, teachers may attempt to address jams, but more extensive repairs/maintenance should be initially addressed by Technology Services within ninety (90) minutes of the report of the malfunction. Staff shall be notified of any copiers that will be down beyond that time frame, along with an estimated time for repair. At least one (1) high-speed copier should be capable of reproducing multiple large quantities of copies. During peak copying times (beginning of the year, finals week, end of semester, etc.), OSA shall ensure copiers are in working order to the best of its ability.

ARTICLE 10: COMPENSATION

10.1 Hourly Rate Schedules

10.1.1 Hourly Rate Schedules. Effective the later of July 1, 2023 or the date this Agreement is effective, all unit members shall be placed and compensated according to the terms of this Article and the applicable hourly rate schedules attached as **Appendices A-D** as follows:

10.1.1.1 Appendix A shall apply to all hours worked by the Food Service Coordinator, Student Records Coordinator, and Receptionist/Attendance. It shall also apply to all hours (including any hours spent performing maintenance work) that are worked by Campus Supervisors other than hours worked during a pre-designated full-day Maintenance Assignment Shift.

10.1.1.2 Appendix B shall apply to hours worked by Campus Supervisors during a pre-designated, full-day Maintenance Assignment Shift, including but not limited to such shifts worked during summer and other school break periods.

10.1.1.3 Appendix C shall apply to Instructional Aides.

10.1.1.4 Appendix D shall apply to 1:1 Paraeducators.

10.1.2 No Reduction in Hourly Rate. No unit member shall experience a reduction in their hourly rate as a result of this Agreement. If any unit member would otherwise experience such a reduction, their existing hourly rate (as of the effective date of this Agreement) shall be frozen until increases to the hourly rate schedules or their step/column placement therein mean that applying this Agreement would result in a higher hourly rate.

10.2 Column Placement and Advancement. As of the effective date of this Agreement:

10.2.1 All incumbent and future unit members paid pursuant to **Appendix A and/or B** shall be assigned to Column A-D on those schedules as follows:

10.2.1.1 Unit members in their 1st through 4th years of continuous service with OSA shall be paid pursuant to Column A.

10.2.1.2 Unit members in their 5th through 9th years of continuous service with OSA shall be paid pursuant to Column B.

10.2.1.3 Unit members in their 10th through 14th years of continuous service with OSA shall be paid pursuant to Column C.

10.2.1.4 Unit members in their 15th or greater year of continuous service with OSA shall be paid pursuant to Column D.

10.2.2 All incumbent and future unit members paid pursuant to **Appendix C** (Instructional Aides) shall be assigned to a column as follows:

10.2.2.1 Unit members shall first be assigned a column based on their educational degree(s) as follows:

Highest Degree Completed	Initial Column Assignment
High School	A
AA Degree	B
Bachelor's Degree	C
Master's Degree/SPED Credential	D

10.2.2.2 Unit members shall be advanced one additional column to the right on the hourly rate schedule in their 5th, 10th, and 15th years of continuous unit employment, unless they are already being paid pursuant to Column D.

10.2.3 All incumbent and future unit members paid pursuant to **Appendix C** (1:1 Paraeducators) shall be assigned to a column as follows:

10.2.3.1 Unit members shall first be assigned a column based on their educational degree(s) as follows:

Highest Degree Completed	Initial Column Assignment
High School or AA Degree	A
Bachelor's Degree	B
Master's Degree/SPED Credential	C

10.2.3.2 Unit members shall be advanced one additional column to the right on the hourly rate schedule in their 5th and 10th year of continuous unit employment, unless they are already being paid pursuant to Column C.

10.3 Step Placement and Advancement

10.3.1 Initial Step Placement for Incumbent Unit Members

10.3.1.1 As of the effective date of this Agreement, all current unit members shall be assigned a step on the applicable Hourly Rate Schedule(s) based on total completed years of continuous service with OSA, plus up to 10 additional years for providing comparable services on a FT basis with another employer in a school environment. Otherwise qualifying PT experience shall be prorated and rounded down.

- 10.3.1.2** Incumbent Unit members shall be provided with a notice and explanation of their initial step placement prior to the implementation date for the new hourly wage scales.
- 10.3.1.3** If any incumbent unit member believes that their initial step or column placement is incorrect, they may challenge that placement by notifying the Human Resources Director or designee in writing of their concerns and suggested correction within twenty (20) workdays of receiving an initial notice and explanation as set forth in subsection 10.3.1.2. Any such challenge shall be processed pursuant to Section 10.3.5.

10.3.2 Initial Step Placement for New Hires

- 10.3.2.1** Unit members hired after the effective date of this Agreement shall be assigned a step on the applicable hourly wage schedule based on year-for-year credit for providing comparable services on a FT basis at other public or private schools, up to a maximum of ten (10) years' credit. Otherwise qualifying PT experience shall be prorated and rounded down.
- 10.3.2.2** OSA shall provide each new hire with a written explanation of the basis for their Initial Step Placement.
- 10.3.2.3** New hires who believe that their Initial Step Placement is incorrect must notify the Human Resources Director or designee in writing of their concerns and suggested correction within ten (10) workdays of receiving formal written notice of their proposed step placement. Any such challenge shall be processed pursuant to Section 10.3.5.

10.3.3 Criteria for Previous Employment Credit: For purposes of initial step placement, a "year" of prior service means performing comparable services in a public or private school environment on a FT or PT basis for at least sixty (60%) of the weeks in the applicable year (school or calendar). OSA shall have absolute discretion to determine whether or not any claimed prior employment does or does not constitute "comparable" services.

10.4 Later Discovered Errors. If OSA determines at any time that an employee was previously placed in or advanced to an incorrect higher step or column that does not comply with the criteria set forth above, OSA shall promptly correct the error on a going forward basis. No unit member shall have any right to continue to be paid based on an incorrect step or column placement, regardless of how long that error may be undiscovered.

10.5 Resolving Challenges to Initial Step or Column Placement

10.5.1 It is the responsibility of any unit member who submits a written challenge to their proposed initial step and column placement to have all required documentation supporting any claimed correction sent or personally delivered to the Human Resources Director or designee, no later than thirty (30) workdays from submitting their claim.

10.5.2 The Human Resources Director or designee shall review all documentation timely submitted by the unit member and then issue a written decision. If the Human Resources Director or designee denies a requested adjustment, the matter may be referred to the Executive Director for a final written determination, which shall not be subject to grievance.

10.5.3 If OSA determines based on such a challenge that a unit member should have been placed in a higher step or column, they shall be retroactively made whole as if their original placement had been correct.

10.6 Annual Step Increases. Commencing with August 1, 2024, unit members who are not already at top step shall receive a step increase on August 1 of each year provided they worked, or were in paid leave status, for at least 60% of the workdays for their assigned FTE in the immediately previous Fiscal Year.

10.7 Stipends. All Stipends currently paid to any unit member on the effective date of this Agreement shall continue to be paid at their current rate for as long as that employee continues to qualify for the stipend. If OSA determines that it is appropriate to offer any new stipend in the future, it shall do so only after providing COSATS with notice and an opportunity to consult on the appropriate rate.

10.8 Summer Holdback. OSA will promptly investigate the requirements for implementing a voluntary “summer holdback” option for unit members and shall develop specific terms for implementing such a program in consultation with COSATS.

10.9 New Positions. If OSA creates any new bargaining unit position during the term of this Agreement, it shall negotiate with COSATS over salary for that position as necessary.

10.10 Questions Regarding Payroll. Questions from members regarding matters related to payroll shall be acknowledged within two (2) workdays, and errors shall be corrected as promptly as possible, with payments no later than the next paycheck closure deadline after resolution occurs.

ARTICLE 11: HEALTH AND WELFARE BENEFITS

11.1 Unit members who are employed in a 0.6 FTE or higher position (“qualifying unit members”) shall be offered the opportunity to participate in the Kaiser Health Plan. OSA shall contribute ninety-nine percent (99%) of the cost of the Kaiser Base Plan (unit member only) for participating unit members, and fifty percent (50 %) of any additional

**OSA/COSATS Non-Certificated CBA
For the Initial Term Ending July 31, 2024**

cost for dependents. Unit members may choose to participate in a buy-up plan by also paying the difference in cost between the base and buy-up plan.

- 11.2** Should qualifying unit members elect to enroll in dental insurance, the member contribution for employee only coverage will not exceed ten percent (10%) of the plan premium. Should unit members elect coverage for dependents, the member contribution shall be fifty percent (50%) of the additional premium for dependent coverage.
- 11.3** The Employer shall provide employee-only vision insurance to each qualifying unit member at no cost to the unit member. Should the unit member elect coverage for dependents, the member contribution shall be fifty percent (50%) of the additional premium for dependent coverage.
- 11.4** The Employer shall provide for each qualifying unit member life insurance of \$50,000 at no cost to unit members.
- 11.5** The Employer shall provide for each qualifying unit member Long Term Disability insurance at no cost to unit members. In addition, all qualifying unit members shall be enrolled in California State Disability Insurance.
- 11.6** The Employer shall continue to make available an Employee Assistance Plan to qualifying unit members, so long as it remains available to the employer on a no cost basis as a component of the employer's Life and Disability Plan.
- 11.7** Annually at the beginning of OSA's open enrollment period, OSA will make available details of coverage and the cost of each of the plans for the year.
- 11.8** Members who are school year employees and complete their full year's duties shall remain enrolled in their benefits through August 31 even if they notify OSA of their intent to not return for the following school year.
- 11.9** In the 2023-24 school year a joint committee of OSA and COSATS shall meet to investigate improving health and dental plans. The joint committee shall present findings and recommendations to COSATS and the OSA Board in February of 2024. The committee shall meet during the workday.

ARTICLE 12: PROFESSIONAL DEVELOPMENT (PD)

- 12.1** Professional development is defined as activities that substantially advance a staff member's skills, knowledge, expertise, and character in order to better serve the students of OSA. Such activities may include, but are not limited to: coaching/mentoring, training, and the sharing of best practices by proven experts in their respective fields.
- 12.2** Professional development shall be clearly distinguished from other meetings. Written information that is germane to a PD agenda item will be distributed in advance whenever possible and appropriate. Meetings that are primarily devoted to presenting information may be handled via email to free up time for professional development. Meetings other than PD may be held, but only if their content and relevant conversation could not

otherwise be effectively conveyed via email. Professional development is also separate from brainstorming sessions or collaborative planning.

- 12.3** All professional development shall have as a goal, clear and direct applications that staff can take back to their assigned job functions and/or job expectations. These goals will support the mission and vision of the school and be aligned with established school action items (topics include but are not limited to: Restorative Justice, Socio-Emotional Learning, and Technology).
- 12.4** Care shall be taken to ensure professional development is relevant to all participants. Professional development should occur by classification, division, department, or full community based on the nature of the training.
- 12.5** OSA shall use research-based best practices and make use of experts including unit members that have relevant expertise. Unless part of contracted responsibilities, unit member experts shall be compensated for the extra hours worked at their hourly rate.
- 12.6** OSA shall provide classification or department specific professional development opportunities per the discussion and direction of the appropriate supervisor or designee.
- 12.7** For required professional development, OSA shall support opportunities for unit members to obtain transferable Professional Development Units (PDUs), with the understanding that such opportunities shall not result in any external costs to OSA. These PDUs should be provided through an accredited institution.
- 12.8** Mandatory, comprehensive, regular, and effective Justice, Equity, Diversity, and Inclusion (JEDI) specific professional development must be prioritized annually and developed in conjunction with the DEI/JEDI coordinator and Equity Task Force, including members of the teachers/staff of color group.
- 12.9** Each PD must have a short evaluation for participating teachers to measure effectiveness. These evaluations will be reviewed by the LMC to determine appropriate adjustments.
- 12.10** As appropriate, check-ins may be scheduled before PD time to enable teachers and staff time and space to discuss community issues, as well as political and social current events that will affect OSA students and staff.

ARTICLE 13: EVALUATIONS

- 13.1** This Article sets out general guidelines for a formal evaluation process, which includes the coaching necessary to support ongoing professional growth. For Campus Supervisors and any other unit classification that does not have an existing evaluations process in place, OSA shall implement a process that is consistent with the provisions of this Article no later than six (6) months after ratification of this agreement. On an annual basis, the parties may convene to review their experience under the system and assess possible refinements. If, after review at the conclusion of each year, the LMC cannot agree on whether the evaluation system fails to meet the following elements, this Article shall be reopened for negotiation.

**OSA/COSATS Non-Certificated CBA
For the Initial Term Ending July 31, 2024**

- 13.2** The goal of staff member evaluation during a staff member’s Associate status (first three years) at OSA is to support that staff member in onboarding to OSA, provide constructive feedback for improvement when necessary, and ultimately determine whether that staff member will continue on as an Established Employee starting in Year 4.
- 13.3** Coaching shall focus on transitioning staff member teachers to work within the OSA culture, ensuring staff members have knowledge of how to successfully perform all required functions of their position, and developing/enhancing staff member capacity around diversity, equity, and inclusion.
- 13.4** The goal of staff member evaluation during a staff member’s Established Employee status shall be professional collaboration in the spirit of all participants being lifelong learners. The evaluator shall be a partner in discussing staff assignment, duties and training, providing insights and support, making suggestions, and working through challenges.
- 13.5** Narrative feedback will be included in an evaluation system that supports analysis of assignments and duties school-wide and presented in a format that is not quantitative. In cases where an Established Employee needs significant improvement, a progressive process must first be followed to identify areas of concern. If they are unable to improve, the staff member shall be placed on a Performance Improvement Plan and provided coaching similar to a staff member in Associate status. This requirement shall not, however, be interpreted to bar OSA from dismissing an employee for serious misconduct, including egregious failure to meet job expectations, consistent with the disciplinary process set forth in Article 17 (Discipline and Discharge).
- 13.6** All evaluated staff members are permitted to provide supporting evidence and/or their own written feedback as part of the evaluation, which must be attached to the evaluation such that it is included any time the evaluation is referenced. Areas of improvement identified by the evaluator must include suggested strategies.
- 13.7** Staff members will be evaluated at least annually. Additionally, staff members may request evaluation at any time, and all efforts will be made to conduct the requested evaluation within thirty (30) days of the request.
- 13.8** None of the above prevents administrators from more informal “drop by” observations of unit members that may inform follow-up conversations, but these informal observations will not be part of any official evaluation file.

ARTICLE 14: RETIREMENT

- 14.1** Employer shall continue to make an employer-sponsored 403(b) retirement plan available to all Unit members. Employees may make voluntary contributions into such 403(b) plan consistent with applicable law.
- 14.2** Employer shall promptly establish a 401(a) retirement plan to be implemented during the 2023-2024 benefit year, and shall make employer contributions into that plan as follows:

- 14.2.1** On a one-time basis at the beginning of the initial 2023-24 benefit year-only, for employees who have completed 15 or more years of OSA employment as of the effective date of this Agreement, OSA will make contributions to the 401(a) plan of \$10,000 for each such employee. Such payment shall not be contingent upon the employee making employee contributions into the 403(b) plan and shall vest immediately.
- 14.2.2** For all employees, OSA will make 1:1 matching contributions to the 401(a) plan up to a maximum amount equal to 8% of the employee's total wages during any benefit plan year, based on voluntary employee contributions to the 403(b) plan and/or qualifying student loan payments during that same benefit plan year. Matching contributions shall be made on the last day in the applicable benefit plan year and vest immediately, provided the employee is still an active OSA employee on that date.
- 14.3** During each school year, OSA shall provide a voluntary training and information session regarding the retirement benefits available to non-certificated unit members. Notice of the annual voluntary training and information session will be sent to all unit members with a copy to COSATS. A component focusing on retirement options will also be included in all new employee orientations.

ARTICLE 15: LEAVES OF ABSENCE

15.1 Sick Leave

15.1.1 Accrual of Sick Leave

15.1.1.1 Full-time unit members shall accrue sick leave as follows:

15.1.1.1.1 Unit members in 10-month school-year Academic Division positions shall accrue forty-eight (48) hours of sick leave with full compensation per year.

15.1.1.1.2 Unit members in 11-month school year Staff Division positions shall accrue fifty-six (56) hours of sick leave with full compensation per year.

15.1.1.1.3 Unit members in 12-month year-round positions shall accrue seventy-two (72) hours of paid sick leave with full compensation per year.

15.1.1.2 Sick hours are prorated for regular part-time employees based on their assigned FTE, and for unit members who begin their employment in a year after August 1. Temporary and hourly "as needed" employees shall only accrue sick leave based on hours worked, consistent with applicable law.

- 15.1.1.3** All employees are given the full amount of sick time on August 1 of each year based on their 10-, 11- or 12-month status and assigned FTE, provided however that no employee shall accrue additional sick leave hours after they have given or received notice of separation from their OSA employment.
- 15.1.1.4** Any unit member who is employed for any school year as a 10- or 11- month employee but is later offered and accepts summer employment shall receive the applicable number of additional sick leave hours as set forth in Section 15.1.1.1 on their first day of summer employment.
- 15.1.1.5** Unused sick leave shall accrue and carry over from year to year without limit.
- 15.1.1.6** Correct and current usable sick leave balances shall be displayed on all pay stubs, and accurate total accrued sick leave balances shall be provided to employees upon request without unreasonable delay.

15.1.2 Use of Sick Leave

- 15.1.2.1** Sick leave may be used:
- For the employee’s own illness, injury, pregnancy, or medical condition;
 - To obtain a professional diagnosis or treatment of their medical condition or undergo a physical examination; or
 - To care for a Family Member who is ill, injured, receiving medical care, treatment, or diagnosis, or who needs the employee’s assistance/support to attend an appointment for medical diagnosis, care, treatment for an existing medical condition, or for preventative care.
- 15.1.2.2** For purposes of this Article, a “Family Member” is defined as the employee’s child, the child of the employee’s domestic partner or spouse, any person as to whom the employee stands *in loco parentis*, parent, legal guardian, ward, sibling, grandparent, grandchild, spouse, or registered domestic partner under any state or local law. In all cases, the specified categories include relationships resulting from adoption, step-relationships, or foster care. If an employee has no spouse or registered domestic partner, they may pre-designate one (1) person for whom they may use paid sick leave to provide aid or care on the same basis as a defined Family Member.

**OSA/COSATS Non-Certificated CBA
For the Initial Term Ending July 31, 2024**

15.1.2.3 A unit member shall call or email their immediate supervisor as soon as the need for the absence or any need to extend an absence is known. OSA shall provide a substitute or other coverage.

15.1.2.4 If a unit member is absent more than five (5) consecutive days due to their own or any Family Member's illness, injury, or medical condition, including but not limited to sick leave used in conjunction with FMLA or CFRA leave, the Employer:

15.1.2.4.1 May request medical verification of the illness or injury from a medical professional licensed to diagnose and treat that illness or injury as a condition for utilizing accrued sick leave for that absence.

15.1.2.4.2 Will generally suspend the employee's access to the OSA worksite (e.g., keyfob) and resources (e.g., work email account and similar) until they return to active duty. Such employees should contact the Director of HR if they have an unexpected need to access the worksite or online materials while in leave status.

15.1.3 **Unused Sick Leave.** Unit members shall not be compensated by the Employer for unused sick leave upon separation from employment.

15.1.4 COSATS expressly waives any provision of Chapter 5.92 of the City of Oakland Municipal Code that conflicts with this Agreement, including but not limited to any requirement for sick leave hours to accrue over time instead of being granted in advance.

15.2 **Vacation**

15.2.1 Unit members who are employed to work twenty-four (24) or more hours per week (0.6 FTE) shall accrue hours of vacation as follows:

15.2.1.1 Unit members in 10-month school-year positions shall accrue fifty-six (56) hours of vacation per year.

15.2.1.2 Unit members in 11-month school year positions shall accrue seventy-two (72) hours of vacation per year.

15.2.1.3 Unit members in year-round positions shall accrue one-hundred and four (104) hours of vacation per year.

15.2.3 Vacation leave is prorated for unit members who are employed as regular part-time employees at less than 0.6 FTE, or who begin employment after August 1 in any year.

- 15.2.4** Unit members are given the full amount of vacation time on the later of August 1 or the first day they are required to return to work in each school year.
- 15.2.5** Newly hired unit members are not eligible to use accrued vacation until after they successfully complete ninety (90) days of employment with OSA. All unit members must complete a Time Off Request in advance of any desired vacation leave, and such requests must be approved by the unit member's supervisor.
- 15.2.6** Vacation leave can accrue and carry over year to year to a maximum of two (2) times the annual amount. Any vacation hours in excess of one-years' accrual shall be paid out at the member's hourly rate prior to the annual accrual date, based on the employee's balance as of June 30.
- 15.2.7** **Accrued Unused Vacation Leave.** Employees shall be paid out for all accrued, unused vacation leave upon separation from employment, consistent with applicable state law.

15.3 Paid Holidays

- 15.3.1** Unit members assigned to work 24+ hours (0.6 FTE) per week shall be entitled to the following paid holidays:
- New Year's Day (January 1)
 - Martin Luther King Jr's Birthday (Third Monday in January)
 - President's Day (Third Monday in February)
 - Cesar Chavez Day (March 31)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19) (11 and 12 month positions only)
 - Independence Day (July 4) (12 month positions only)
 - Labor Day (First Monday in September)
 - Indigenous Peoples Day (Second Monday in October)
 - Veteran's Day (November 11)
 - Thanksgiving Day (Fourth Thursday in November)
 - Friday after Thanksgiving Day
 - December 24
 - December 25
 - New Year's Eve (December 31)

- 15.3.2** When a holiday falls on a Saturday it shall generally be observed on the preceding Friday, and when a holiday falls on a Sunday it shall generally be observed on the following Monday. However, OSA may close on a different day with advance notice.
- 15.3.3** To be eligible for holiday pay, an employee must be in paid status on their last regularly scheduled workday immediately preceding and their first regularly scheduled workday immediately following the date of the observed holiday. An employee who is regularly assigned to work less than five (5) days per workweek shall be eligible for holiday pay only if the holiday is observed on a day they would usually be assigned to work.
- 15.3.4** Full-Time (1.0 FTE) employees who qualify for a paid holiday shall receive eight (8) hours of pay at their regular hourly rate. Employees who would usually be assigned to work less than eight (8) hours on the day when a holiday is observed shall be paid only for the number of hours they would otherwise have worked.
- 15.3.5** Unit members who are on paid leave status when a paid holiday occurs shall receive holiday pay and that day shall not be charged against their accrued paid leave balance. Unit members on unpaid leaves shall not be paid for holidays that occur during such leave.
- 15.4 Flex Pay Days During Thanksgiving, Winter, and Spring School Breaks**
- 15.4.1** At least one (1) month before the start of the Thanksgiving, Winter, and Spring Breaks in each school year, OSA will inform hourly unit members whether work is or is not available for them on each non-Holiday day during that Break. Campus Supervisors shall also be informed whether the available work on each day qualifies as a Maintenance Assignment Shift.
- 15.4.2** All hourly unit members who are eligible to accrue vacation hours at the beginning of a school year shall also be entitled to seven (7) “Flex Pay Days” that may be used only during the same school year’s Thanksgiving, Winter, and/or Spring Breaks.
- 15.4.3** To ensure that all unit members have the opportunity for equitable usage of Flex Pay Days, if work is available on any day during a Break for only some members of a specific classification, the relevant supervisor shall ask for qualified volunteers and then award available shifts among such volunteers in seniority order and on a rotating basis.
- 15.4.4** Hourly workers shall have the right to accept or decline any work offered during OSA’s Thanksgiving, Winter, or Spring Breaks, but shall make every effort to notify their immediate supervisor of their decision at least two (2) weeks before each Break begins.

- 15.4.5** Hourly unit members who accept work offered during OSA's Thanksgiving, Winter, or Spring Break shall be paid for all hours worked at their applicable regular or overtime hourly rate.
- 15.4.6** Hourly unit members who decline or are not offered work on a non-Holiday day during OSA's Thanksgiving, Winter, or Spring break may, at their sole discretion, use either an available Flex Pay Day or accrued Vacation as a condition of being paid for that day. For part-time hourly employees, this shall only apply to hours and days they would usually be scheduled to work in a non-break week.
- 15.4.7** Unit members who pre-schedule vacation during a Break period shall be deemed to have declined any work they might otherwise have been offered during that break. Bargaining unit members shall use vacation or Flex Pay Days at their sole discretion to get paid during the Break period. Unit members on unpaid leave during a break shall not be entitled to be offered work or to utilize Flex Pay Days or accrued vacation.
- 15.4.8** Unused Flex Pay Days shall not carry over from year to year and shall not be paid out upon separation from employment.

15.5 Unpaid Leaves of Absence

- 15.5.1** An unpaid leave of absence may be granted for up to one (1) year at the discretion of the Executive Director or designee.
- 15.5.2** The unit member shall agree to a designated date or specific period to return to active work as part of the approval process, and may be required to affirmatively notify OSA of their intent to return to work by a specific earlier date as a condition of approval. Failure to provide such notice or to actually return to work on the agreed upon date or period shall constitute resignation from OSA employment, effective upon the end of the previously approved leave period.
- 15.5.3** The leave may be extended for up to one (1) additional year at the discretion of the Executive Director or designee. The unit member must make the request to extend the leave at least three (3) months prior to the expiration of the first leave.
- 15.5.4** The member will not be eligible for employer paid benefits during any unpaid leave of absence, but to the extent allowed by the benefit provider may opt to continue participating in such benefits at their own expense.

15.6 Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, and other Disability Leave

- 15.6.1** The Employer shall comply with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and shall maintain compliant policies with all related legal requirements.
- 15.6.2** The Employer shall comply with the Pregnancy Disability Leave Act (PDLA) and shall maintain compliant policies with all related legal requirements.
- 15.6.3** In the event that changes to the Employer's policies are necessary to ensure continued compliance or consistency with the legal requirements of the FMLA, CFRA and/or PDLA, the Employer shall provide COSATS with notice and an opportunity to meet and confer over negotiable aspects or impacts of that change before any change to the written policies is finalized or implemented.

15.7 Industrial Injury Leave (Workers' Compensation)

- 15.7.1** The Employer shall provide insurance coverage for unit members in case of work related injuries. Workers' compensation benefits provided to injured employees shall be consistent with all legal requirements.
- 15.7.2** When unit members are injured on the job they shall:
 - 15.7.2.1** Immediately report any work-related injury to their immediate supervisor and the Director of Human Resources;
 - 15.7.2.2** Seek medical treatment and follow-up care if required, utilizing health care providers within the Workers' Compensation network unless a valid pre-designation form was previously filed with the Director of Human Resources or their designee, in which case the employee may instead see the specified physician of their choice. Pre-designation forms will be made available on request by Human Resources.
 - 15.7.2.3** Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director of Human Resources or their designee; and
 - 15.7.2.4** Provide the Employer with a certification from the unit member's health care provider regarding the need for workers' compensation disability leave as well as the unit member's eventual ability to return to work from the leave. Disability leave and return to work status/leave must be certified within the Workers' Compensation carriers' network or by the physician previously selected by filing a valid pre-designation form.

15.7.3 Coordination with Sick Leave:

15.7.3.1 Any sick leave used as a result of an industrial injury or illness by the unit member prior to authorization of workers' compensation shall be restored to the unit member's sick leave bank after workers' compensation benefits are approved.

15.7.3.2 Leave for medical care related to an approved workers' compensation claim, including visits to the doctor(s), shall not be charged to the unit member's sick leave account.

15.8 Bereavement Leave

15.8.1 Unit members are entitled to three (3) days paid bereavement leave, in addition to sick and vacation leave, due to the death of a Family Member.

15.8.2 Unit members are entitled to up to three (3) days paid bereavement leave or five (5) days if a funeral is more than two-hundred (200) miles from the unit member's home.

15.8.3 If more than one (1) such death occurs simultaneously, the leaves may be taken consecutively.

15.9 Jury Duty or Witness Leave

15.9.1 Unit members shall be granted paid leave if called upon to serve as a juror.

15.9.2 Unit members shall be granted up to two (2) days of paid leave if they are required to appear in court to comply with a subpoena or other court order as a witness in a legal proceeding. If more than two (2) days of such appearance are required, the additional days shall be considered unpaid leave, but the Unit Member will be allowed the option to instead use accrued vacation for those days.

15.9.3 Jury duty or witness leave applies only for days on which the unit member would otherwise usually be scheduled to work.

15.9.4 Any amount of compensation received from jury duty service or as witness fees while on paid leave, excluding mileage reimbursements, shall be paid over to the employer.

15.9.5 Unit members shall notify their immediate supervisor two (2) weeks in advance that jury duty or witness leave is required and submit a copy of the jury duty notice or subpoena to the Director of Human Resources.

15.9.6 Upon return to work, employees shall submit a copy of the certificate of service, or similar proof of service, to the Director of Human Resources.

- 15.9.7** If a unit member is not required to report, or is released early from jury or witness duty, they will return immediately to work.
- 15.9.8** Unit members who are on-call to report for jury duty mid-day and whose work assignment is more than twenty (20) miles away from the assigned court are not required to report to work and shall apply their absences to this leave.

15.10 Voting Time Off

- 15.10.1** OSA encourages all employees to fulfill their civic responsibilities by voting. In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote.
- 15.10.2** Unit members shall endeavor to request time off for voting as far in advance as possible, and in no case less than 48 hours before the date of the election.
- 15.10.3** Such voting time off shall be taken at the beginning or the end of the regular workday. A unit member will be allowed a maximum of two (2) hours of time off during an election day without a loss of pay.
- 15.10.4** To the extent possible, no performances, exhibitions, assemblies, meetings, or any other non-instructional activities shall be scheduled on election day.

15.11 Other Unpaid Leave Categories

- 15.11.1** OSA shall continue to provide any and all other categories of leave required by state, local or federal law, and shall maintain compliant policies with all related legal requirements.
- 15.11.2** OSA shall continue to provide eligible unit members with the following categories of leave consistent with legal requirements:
- Domestic Violence/Sexual Assault/Stalking Leave;
 - School Activities Leave;
 - Victim of Crime Leave;
 - Military Service/Training Leave;
 - Military Spouse or Domestic Partner Leave;
 - Volunteer Fire Fighter/Reserve Peace Officer/Emergency Rescue Duty Leave;
 - Adult Literacy Education Leave;
 - Organ and Bone Marrow Donor Leave; and
 - Exterior Employee Education Leave

15.12 Government Mandated Quarantines. In the event a unit member may be required to quarantine or otherwise miss work due to a school or government health mandate, OSA and COSATS shall immediately meet to develop a Memorandum of Understanding to address how such leave will be handled.

ARTICLE 16: COMPLAINTS

16.1 Students, parents/guardians, staff, and members of the public may present oral and/or written complaints regarding unit members to OSA.

16.2 OSA shall evaluate such complaints, and if it determines they are legitimate the complainant shall be encouraged, if appropriate, to present their complaint first to the unit member who is the subject of the complaint.

16.3 Should the ED or designee receive complaints that trigger any mandatory reporting obligation, or that otherwise may legally require the involvement of law enforcement or other oversight bodies, the ED or designee may carry out any and all legal obligations of OSA and shall only be restricted in reporting in accordance with applicable law. Unless prohibited by law or directed otherwise by the outside/law enforcement agency to which the complaint has been reported, if OSA investigates the complaint, the unit member shall be notified of the complaint (including to which outside/law enforcement agencies a report was made) and provided an opportunity to respond verbally and in writing.

16.4 This Article shall not be interpreted so as to constitute a waiver of Weingarten Rights.

16.5 In the case of any complaint pertaining to a unit member that OSA determines may be utilized in an evaluation or subsequent disciplinary action:

16.5.1 OSA shall bring that complaint to the attention of the unit member within a reasonable time following OSA's determination.

16.5.2 The appropriate administrator shall conduct an inquiry/review of the complaint. Such inquiry/review may include a conference with the appropriate administrator, the unit member, and the unit member's representative if desired by the unit member. If determined to be appropriate by OSA, the complainant may also be included in the conference.

16.5.3 In the event that a conference between the appropriate administrator and the unit member does not resolve the problem, the complaint shall be reduced to writing, if not already, either by the complainant or by OSA and a copy provided to the unit member. Otherwise, the complaint shall be considered withdrawn.

16.5.4 Complaints not reported to the unit member under this Section 16.5 shall not be utilized in any evaluation or subsequent disciplinary action.

16.5.5 No record of any complaint or the complaint itself shall be placed in the personnel file of the unit member unless:

- 16.5.5.1** The appropriate administrator investigates the complaint as set forth above.
- 16.5.5.2** The appropriate administrator determines the complaint has merit and subsequently elects to take some form of discipline against the unit member in accordance with this Agreement.
- 16.5.5.3** The unit member has been given prior notice of the written complaint, as well as a summary of the evidence involved, such that the unit member has reasonable opportunity [ten (10) calendar days] to present relevant information in writing to their immediate supervisor.
- 16.5.5.4** The unit member shall be informed that they have the right to attach a written statement to any complaint-related document placed in the personnel file of the unit member.
- 16.5.6** No record of any complaint shall be kept in a unit member's personnel file if an inquiry/review by OSA shows that the complaint has no merit. No disciplinary or negative action shall occur as a result of an unsubstantiated complaint.
- 16.5.7** If OSA determines that the complaint has merit, then any disciplinary action shall be handled according to the applicable legal requirements and Article 17 (Discipline and Discharge).

ARTICLE 17: DISCIPLINE AND DISCHARGE

17.1 Discipline or Discharge for Just Cause

- 17.1.1** No Established unit member shall be disciplined, dismissed, reduced in rank or compensation without just cause.
- 17.1.2** Discipline shall be consistent with the principles of progressive discipline as specified herein.
- 17.1.3** Discipline shall be imposed as soon as possible after the Employer is aware of the conduct giving rise to the discipline and has a reasonable period of time to investigate the matter.

17.2 Confidentiality

- 17.2.1** When imposing discipline, the Employer shall maintain confidentiality consistent with legal requirements.
- 17.2.2** When giving reprimands, warnings, or criticism, privacy appropriate to the professional relationship shall be maintained.

17.3 Investigatory and Disciplinary Meetings

- 17.3.1** When an administrator has a conference with an employee where it is evident at the time the meeting is convened that the employee is the focus of a possible disciplinary action, the employee shall be notified of the purpose of the meeting prior to the meeting commencing, and at least 48 hours in advance unless OSA determines immediate action is necessary or providing 48 hours' notice is otherwise impossible, and that it is the employee's right to be accompanied and represented by a Union representative.
- 17.3.2** Where a Union representative is not available to accompany an employee to an investigatory or disciplinary meeting, the Employer shall reschedule the meeting to a time that enables the employee to have a Union representative present.
- 17.3.3** At any time a unit member is called to a meeting and realizes that the purpose of the meeting is such that the outcome could result in discipline, the unit member has the right to terminate the meeting until a Union representative can be present. The meeting shall be rescheduled with the unit member and a union representative within a reasonable amount of time.
- 17.3.4** An unrepresented member may terminate a meeting when a reasonable person would conclude that the meeting could lead to discipline. Termination of the meeting shall not be considered to be insubordination.

17.4 Progressive Discipline

- 17.4.1** Absent serious misconduct, discipline shall be progressive in nature which generally includes the following progression: verbal warning; written warning; written reprimand; suspension without pay; and dismissal.
- 17.4.2** Progressive discipline does not necessitate the Employer to use a more severe disciplinary action than the preceding action for a repeated offense.
- 17.4.3** Progressive discipline short of termination is intended to correct employee misconduct. As such, all disciplinary action other than notices of termination shall include specific recommendations to correct the misconduct.
- 17.4.4** Progressive discipline is intended to be used each time a given offense is repeated or a like offense is committed.
- 17.4.5** In the event of allegations of potentially serious misconduct, OSA may place an employee on administrative leave with pay. In such cases, an investigation shall commence promptly and the employee shall be provided with notice as to the nature of the allegations that is consistent with the requirements of applicable state law and PERB precedent.

17.4.6 All employees shall be notified of their right to representation during all steps of the progressive discipline process.

17.5 Progressive Discipline Steps

17.5.1 Verbal Warning. A verbal warning shall be reduced in writing to a post-conference summary memorandum to be retained by the site administrator and may be used if the reason(s) for the warning continues. The employee has the right to provide a written response which shall be attached to the memorandum. Such memoranda shall not be included in a unit member's personnel file except as an attachment to a later written reprimand, suspension or dismissal based on the same or similar conduct. Such memoranda shall not be grieved unless they become a basis for a written reprimand or suspension.

17.5.2 Written Warning. A written warning may be issued when the verbal warning fails to bring about the proper conduct, or if, in the event of misconduct, the seriousness of the offense justifies skipping the verbal warning step. The employee has the right to provide a written response which shall be attached to the warning. A written warning may be retained by the site administrator and may be used if the reason(s) for the memorandum continue. Such warning shall not be included in a unit member's personnel file, except as an attachment to a later written reprimand, suspension or dismissal based on the same or similar conduct. Such warning shall not be grieved unless they become a basis for a written reprimand or suspension.

17.5.3 Written Reprimand. A written reprimand may be issued when the written warning fails to bring about the proper conduct, or if, in the event of misconduct, the seriousness of the offense (judged by its severity, frequency or impact) justifies skipping the verbal warning and/or written warning step. The employee has the right to provide a written response which shall be attached to the reprimand. Such reprimand shall be included in the unit member's personnel file.

17.5.4 Suspension Without Pay. A suspension without pay may be imposed when a written reprimand fails to bring about the proper conduct, or if the seriousness of the misconduct (based on its severity, frequency, or impact) justifies skipping the verbal warning, written warning and/or written reprimand steps. Suspensions without pay may be implemented for up to fifteen (15) days. Suspensions shall be for the shortest length of time which OSA deems likely to result in correction of the behavior at issue; when multiple suspensions are imposed for repeating the same or similar conduct, the length of the suspension will typically increase each time.

17.5.5 Dismissal. Dismissal may occur after one (1) or more suspensions without pay fail to bring about the proper conduct, or if the seriousness of the misconduct (based on its severity, frequency, or impact) justifies skipping the verbal warning, written warning, written reprimand and/or suspension without pay steps. Dismissal shall be carried out in accordance with this Article.

17.5.6 Notification to Union: At each of the above stages, OSA must notify the unit member of their right to notify their union representative. Additionally, OSA must provide COSATS, every two years, with a complete and anonymous list of disciplinary actions taken. Additionally, OSA shall maintain demographic data of all disciplinary actions to be made available upon request.

17.6 Suspension or Dismissal Process

17.6.1 A written Notice of Intent to Suspend without Pay or Dismiss shall be issued to the employee prior to imposing the proposed suspension without pay or dismissal from employment, and shall contain the following information:

17.6.1.1 The type and effective date of disciplinary action intended;

17.6.1.2 The reasons for the proposed discipline;

17.6.1.3 A factual summary of the basis for the charges;

17.6.1.4 A copy of all written charges, materials, reports, and/or documents upon which the discipline is based, with the exception of confidential or privileged investigation materials which, if not disclosed, shall be summarized with adequate specificity to enable the employee to meaningfully respond thereto.

17.6.1.5 Notice of the employee's right to representation.

17.6.1.6 Notice of the employee's right to respond to the Notice verbally and/or in writing within five (5) days of receipt, before the specified discipline is imposed. If such a response is provided, the Executive Director shall subsequently review that response and either affirm, modify, or reverse the proposed discipline. Imposition of the suspension without pay or dismissal shall be deferred until after the Executive Director's decision is issued.

17.6.1.7 Notice that the proposed suspension without pay or dismissal will be imposed if no timely verbal or written response is provided.

17.6.2 If no timely verbal or written response is provided, or if after such response the proposed suspension without pay or dismissal is upheld in its original or modified form, a written Notice of Suspension Without Pay or Dismissal shall be issued to the employee, which shall include notice of the employee's right to grieve the discipline in accordance with Article 18 (Grievance Procedure).

17.7 Right to Grievance for Imposition of Discipline: Suspensions without pay and terminations are subject to the formal grievance procedure outlined in Article 18 (Grievance Procedure). In any arbitration under this Article, the Employer shall proceed first in providing evidence and shall bear the burden of proof, by the preponderance of evidence, unless the arbitrator reasonably deems an alternative standard is required.

17.8 Access and Response to Critical Material in Personnel Files

17.8.1 There shall be a single official personnel file for each unit member. This file shall be kept in the central administrative office of the Employer.

17.8.2 Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request and as permitted by law. Upon authorization by the unit member, a Union representative may review the unit member's file or accompany the unit member in their review of the file.

17.8.3 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

17.8.4 Information of a derogatory or disciplinary nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory or disciplinary statement, their own comments. Such review may take place during normal business hours.

17.8.5 Employees will be given copies of any conference memos, written warnings, written reprimands, and any material placed in their personnel file.

17.9 Removal of Disciplinary Documents. All disciplinary documents may be removed from the unit member's personnel file on request after the passage of three (3) years without a recurrence of the same or similar conduct. Such requests will not be unreasonably or arbitrarily denied. If a request to remove disciplinary documents is refused, the unit member shall be provided with a written explanation of the reasons for refusal.

ARTICLE 18: GRIEVANCE PROCEDURE

18.1 Definitions & General Conditions

18.1.1 A grievance is a claim by one (1) or more unit member(s), or the Union, that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement, except as specifically limited or agreed to elsewhere in this Agreement.

18.1.2 For purposes of this Article, a "day" is a workday for the classification in which the grievant is employed.

18.2 Right to Representation. A grievant may be represented at all stages of the grievance by a Union representative(s). A copy of the grievance will be issued to all affected parties.

18.3 No Reprisals. No reprisals of any kind will be taken by the Employer, COSATS, or any member or representative of the administration against any grievant, any party of interest, any bargaining unit member, the Union, or any other participant in the grievance procedures by reason of such participation.

18.4 Informal Procedure

18.4.1 The grievant shall first discuss the grievance with the appropriate administrator, either directly or accompanied by a Union representative, with the object of resolving the matter informally.

18.4.2 This discussion must be requested within twenty (20) days of the alleged violation or within twenty (20) days of when the grievant had knowledge of the facts concerning the alleged violation.

18.5 Level 1: Immediate Supervisor

18.5.1 If the contract violation was created by a decision of the immediate supervisor, the grievant may skip to Level 2.

18.5.2 If the matter is not resolved informally per Section 18.4 above, the grievant may submit the claim as a formal grievance no later than fifteen (15) days after the informal conference to the appropriate administrator.

18.5.3 Within seven (7) days after receipt of the written grievance by the appropriate administrator, the administrator shall meet with the aggrieved and a Union representative in an effort to resolve the matter.

18.5.4 Within seven (7) days after receipt of the grievance, or after the Level 1 conference, the administrator shall render a decision in writing, together with supporting reasons.

18.6 Level 2: Executive Director or Designee

18.6.1 Within five (5) days of receipt of the decision at Level 1, or if no decision is rendered within the required time, if the grievant is not satisfied with the decision, or if the grievance skipped Level 1 pursuant to Section 18.5.1, the grievance may be appealed to the Executive Director or designee.

18.6.2 Within seven (7) days of receiving the appeal, the Executive Director or designee shall meet with the aggrieved and a Union representative in an effort to resolve the grievance.

18.6.3 Within seven (7) days of the meeting, the Executive Director or designee shall respond with a decision in writing.

18.7 Level 3: Mediation

- 18.7.1** If the grievant is not satisfied with the decision rendered at Level 2, COSATS or OSA may, upon mutual agreement, refer the grievance to grievance mediation.
- 18.7.2** The Union and the Employer shall request a mediator from the California State Mediation and Conciliation Service (CSMCS) to be assigned to assist the parties in the resolution of the grievance.
- 18.7.3** The mediator shall meet with the grievant, the Union and the Employer as soon as possible to resolve the grievance.
- 18.7.4** If an agreement is reached, the agreement shall be in writing and shall be signed by the grievant, the Union and the Employer. This agreement shall constitute a settlement of the grievance.
- 18.7.5** Either party may terminate mediation. The Union may appeal to Level 4.
- 18.7.6** The parties will share any cost associated with mediation equally.

18.8 Level 4: Arbitration

- 18.8.1** Within ten (10) days of either the unsuccessful conclusion of mediation at Level 3 or the issuance of a decision at Level 2 (if the parties do not mutually agree to mediate), the Union may submit the grievance to arbitration upon written notice to the Executive Director. Such arbitration shall be final and binding in all cases other than appeals disputing a disciplinary dismissal (see Sections 18.8.11 and 18.8.12, below). The appeal shall include a copy of the original grievance, the decision rendered at Level 2, and a clear and concise statement of the reasons for the appeal.
- 18.8.2** The arbitrator shall be selected from a list, submitted by the California State Mediation and Conciliation Service (CSMCS), of five (5) persons. If the grievant and Employer cannot agree on an arbitrator from the list, each party shall alternately strike names until only one (1) name remains. In the alternative, the parties may mutually agree to use any arbitrator of their choice in lieu of obtaining any list from CSMCS, or in lieu of the options so obtained.
- 18.8.3** If the arbitrator selected cannot be available for hearing within sixty (60) days, the parties shall contact the next remaining arbitrator in reverse order of striking, until one (1) is selected who is able to serve within sixty (60) days.
- 18.8.4** Either party may request from the other the production, review and right to copy non-confidential documents relevant to the grievance. In addition, the parties shall, at least ten (10) days prior to the first hearing date, exchange lists of their intended witnesses.

**OSA/COSATS Non-Certificated CBA
For the Initial Term Ending July 31, 2024**

- 18.8.5** No less than ten (10) days before the scheduled date of hearing, the parties shall make a good faith effort to reach agreement and reduce to writing the specific issue(s) to be submitted to the arbitrator. If the parties cannot mutually agree on a statement of the issue(s) prior to hearing, they shall each submit a proposal and the arbitrator shall define the issue based on one or both of those submissions.
- 18.8.6** The arbitration shall be governed by commonly accepted rules of procedure for holding arbitration hearings.
- 18.8.7** The arbitrator shall have discretion to decide whether to receive written briefs from the parties or to instead decide the matter based solely on final oral argument.
- 18.8.8** The arbitrator shall render a written decision to all parties as soon as possible but no later than twenty (20) calendar days after the hearing has concluded and briefing is complete, if briefs are received.
- 18.8.9** The arbitrator shall consider and make a decision with respect only to the specific issue(s) submitted, and shall not have the authority to make a decision on any other issue not so submitted, or to add to, subtract from, disregard, establish, or modify any term of this Agreement. The arbitrator's decision shall be based solely on the evidence and arguments presented to the arbitrator by the respective parties.
- 18.8.10** In all cases other than grievances disputing a disciplinary dismissal, the arbitrator's award shall be final and binding upon the grievant(s), the Employer and the Union. The California law on final and binding arbitration awards shall be applicable to such a decision. A final and binding award which determines the merits of the dispute shall be conclusive on the grievant(s), the Employer and the Union in any subsequent proceedings.
- 18.8.11** For grievances disputing a disciplinary dismissal only, the arbitrator shall issue an advisory decision recommending whether the employee should or should not be reinstated. That advisory decision may be appealed by either party in writing to the OSA Board of Directors within twenty (20) days of issuance. If no timely appeal is filed, the arbitrator's recommended decision shall be deemed final and binding.
- 18.8.12** If the arbitrator's decision regarding a disciplinary dismissal is timely appealed:
- 18.8.12.1** Within thirty (30) days of receiving a timely appeal, the Board shall review the arbitrator's recommended decision and the written appeal, and then vote whether to accept the appeal.

**OSA/COSATS Non-Certificated CBA
For the Initial Term Ending July 31, 2024**

- 18.8.12.2** Unless a majority of the voting Directors affirmatively vote to accept the appeal, the arbitrator's decision shall become final and binding and the parties shall be notified accordingly.
- 18.8.12.3** If a majority of the voting Directors do affirmatively vote to accept the appeal both parties shall subsequently be provided a reasonable opportunity to present their arguments to the Board as a whole for why the advisory decision should or should not be reversed or modified. The presentation and vote shall be held no later than thirty (30) days after the vote to accept the appeal.
- 18.8.12.4** All Directors shall be present to hear any presentation made under this Section 18.8.12 and participate in the subsequent vote. Consistent with Brown Act requirements, the dismissed employee shall have the option of deciding whether the presentations and vote occur in closed or open session.
- 18.8.12.5** All presentations shall be made in the presence of the other party.
- 18.8.12.6** No later than thirty (30) days after the last such presentation is completed, the Board shall vote on whether to reverse or modify the arbitrator's advisory decision.
- 18.8.12.7** If and only if all Directors unanimously affirmatively vote to reverse or modify the arbitrator's advisory decision, the Board's decision shall be final and binding. In all other cases the original advisory decision shall become final and binding.
- 18.8.12.8** Any determination designated as final and binding pursuant to the above process shall be final and binding upon the grievant(s), OSA and COSATS, and California law on final and binding arbitration decisions shall apply to the decision. A final and binding award which determines the merits of the dispute shall be conclusive on the grievant(s), OSA and COSATS in any subsequent proceedings.
- 18.8.13** All fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.
- 18.9 Timelines.** Time is of the essence in processing all grievances. However, nothing shall prevent the extension of the timelines specified in this Article if mutually agreed to by both parties in writing.

18.10 Miscellaneous

- 18.10.1** The grievant and the Union representative shall be provided with reasonable time to attend any grievance meetings with the Employer. For arbitration hearings, the grievant(s) and witnesses as required shall be afforded reasonable release time.
- 18.10.2** Where a grievant is not represented by COSATS, the Employer shall promptly furnish to COSATS a copy of the grievance. If the grievance is withdrawn without a settlement, the Employer shall so notify COSATS. The Employer shall not agree to a final resolution until COSATS has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter. Notwithstanding this subsection, the decision to advance a case to arbitration rests solely with COSATS.
- 18.10.3** It is understood and agreed that nothing herein contained shall prevent either the Employer or the Union from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- 18.10.4** The grievance papers shall not be filed in the employee's personnel file. They shall be kept in a separate sealed file by the Director of Operations or designee.
- 18.10.5** No unit member shall be penalized for necessary participation in grievance or arbitration hearings held during the teacher workday.
- 18.10.6** If COSATS fails to timely advance a grievance to the next step, the grievance shall be deemed withdrawn. If the Employer fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.

ARTICLE 19: REDUCTION IN FORCE

- 19.1** Layoffs may occur due to programmatic needs, declining enrollment, or reduction in funds. Prior to considering any layoff of unit members, the employer shall meet with the union to discuss the impact of the layoff. Any decisions about layoffs will be based first and foremost on what is best for OSA students and the integrity of the academic and arts programs.
- 19.2** The employer's decision to conduct a layoff is not subject to grievance unless violations of this Article occur. Any grievance alleging violation of this Article shall be filed at Level 2 of the grievance procedure, within twenty (20) days of when the grievant first knew or should have known of the error, and the grievance shall be processed on an expedited basis. If the employer is found to have incorrectly applied the procedures and criteria set forth in this Article, such that the incorrect unit member was identified for

layoff, the remedy shall be to restore employment to the incorrectly laid off member with full back pay less mitigation for alternative employment.

19.3 Notice of Layoffs

19.3.1 Unit members subject to layoff at the end of a school year shall be provided initial notice not later than April 15 of the current school year, and final determination of renewal due to layoffs shall be made by the last student day of school.

19.3.2 In order to ensure stability of the school, OSA shall not lay off any unit member from a position that OSA expects to have the following school year.

19.4 Procedure. If layoffs take place, the following procedure shall be followed:

19.4.1 Employer shall terminate the services of all non-employee Campus Supervisors before laying off any OSA-employed Campus Supervisors.

19.4.2 Before a layoff notice is issued to any member, OSA will first seek volunteers from among all employees employed in the classification identified for layoff, provided however that OSA may refuse any such volunteer if it, in its sole discretion, determines that laying off that volunteer would not be consistent with OSA's programmatic or operational needs.

19.4.3 Potential volunteers must be notified that their return right is limited to the rehire list.

19.4.4 Vacant positions shall not be automatically atrited. If OSA determines that a bargaining unit position(s) should be eliminated, it will so advise COSATS and the matter will be referred to LMC.

19.5 Layoff Criteria

19.5.1 For purposes of this Article, seniority is a unit member's total years of service at OSA.

19.5.2 Layoff shall occur in reverse order of seniority within the classification identified for potential layoff.

19.5.3 In the event two or more members share the same seniority, the full time employee shall be the most senior for purposes of layoff. If still tied, the tie will be broken by a random lottery conducted in the presence of at least one (1) union representative and the affected members. In the event any one or more of the affected member(s) is unavailable for the lottery, an additional union representative must be present as a witness and substitute for each absent member.

19.6 Rehire Process

- 19.6.1** Individuals who have been laid off shall be placed on a Rehire List for eighteen (18) months and shall be offered reemployment in order of seniority as defined herein.
- 19.6.2** If and when a position opens, it must be offered to the highest ranked unit member on the Rehire List who has previously been employed in that classification and is determined by OSA to be qualified for the position. The offer is to be made by phone call, email, and via certified mail to the address on file for the unit member. The unit member shall have five (5) business days from the date of the notice to respond to the offer.
- 19.6.3** No prospective employee may be offered a position until every unit member on the Rehire List who previously held a position in that classification and has been determined by OSA to be qualified has been offered the position.
- 19.6.4** Unit members who decline an offer of reemployment for a position in the classification from which they were laid off will be removed from the Rehire List and will have to reapply for consideration of future employment.
- 19.6.5** When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service.

ARTICLE 20: SAFETY

- 20.1 Laws and Regulations.** The Employer and Unit members shall comply with all health and safety laws and regulations that apply to non-charter schools.
- 20.2 Safe and Clean Facilities.** The Employer shall provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which are dangerous to their health and safety. Each school site shall have access to potable water.
- 20.3 Personal Protective Equipment (PPE).** Employer shall provide unit members with Personal Protective Equipment (PPE) based on their assigned duties, consistent with OSHA guidelines.
- 20.4 Vehicle Use.** No unit member shall be required to use a personal vehicle for OSA business purposes. If a unit member does use a personal vehicle while conducting OSA business, and in the case of an accident, the driver's insurance shall be primary and the employer's will be secondary.
- 20.5 Immediate Report of Assault.** Unit members shall report cases of assault or attacks suffered in connection with their employment to the ED or immediate supervisor and to the appropriate law enforcement agency. The Employer shall release the employee from duty without loss of pay or benefits when they are required to make a statement to the

police or appear in court in connection to the incident. There shall be no reprisals to the unit member for making reports to a law enforcement agency.

- 20.6 Infectious or Contagious Disease.** Unit member(s) shall be notified regarding the nature of any suspected infection or contagious disease and the steps taken by the Employer deemed necessary, to protect the safety of the unit member(s) and students. Students suspected of having a contagious disease shall be sent to the school office.
- 20.7 Dangerous Student Action.** Unit members who deem their safety, or the safety of other students, to be endangered by a student's actions should take any immediate action appropriate to their assigned duties, and/or refer such student to the appropriate administrator as soon as possible along with clear communication about the situation. The administrator shall communicate with the reporting staff member what action has been taken regarding the student and/or the rationale for allowing the student to remain on or return to OSA property. As soon as possible the ED or designee will consult with the reporting staff member regarding the long-term plan for the student.
- 20.8 Reasonable Physical Control.** In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person. The employer will provide training to unit members in de-escalation techniques, in order that they may be able to defuse dangerous situations between and among students.
- 20.9 Previous Student Behavior.** When an administrator is aware that a student on a unit member's roster (or any student, for Campus Supervisors) has been suspended or expelled from their previous school, and where the suspension or expulsion was based on dangerous conduct indicative of an ongoing safety risk, the unit members will be notified.
- 20.10 Disruptive Person on Campus.** In responding to disruptive persons on campus, including parents, unit members who have been delegated authority as part of their job duties shall take appropriate action to eliminate the disruption, including (1) requesting that the disruptive person leave OSA's campus, and (2) ouster (removal) if that request is not heeded. Other unit members may request the Employer to take such action, and any unit member may request the Employer to consider seeking injunctive (restraining order) relief pursuant to California Education Code section 32211.
- 20.11 Emergency Closure.** In the event of a partial or full emergency closure of Employer campuses lasting five (5) school days or less, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits for all days on which they would otherwise be scheduled to work. If the closure continues beyond five (5) school days and OSA collects ADA during that period, unit members shall receive their daily rate of pay and benefits for all days on which they would otherwise be scheduled to work. If OSA determines to add catch-up days at the end of the school year, OSA shall give COSATS notice and an opportunity to request

negotiations over the impact. Some staff receiving pay and benefits may be required to provide services remotely during campus closure.

- 20.12 Emergency Supplies.** OSA shall provide each classroom and front office and major work area with first aid kits and emergency supplies. To assure that supplies provided to staff are appropriate, the Employer and COSATS will review in LMC the appropriate supplies, including reviewing the guidelines recommended in the Emergency First Aid Guidelines for California Schools from the Emergency Medical Services Authority of the California Health and Human Services Agency.
- 20.13 Communication Equipment.** Each classroom or work stations shall have a working telephone, two-way radio, or alternative telecommunications device that shall enable the unit member to contact the main office and/or school security personnel. The Employer shall ensure that all devices function properly and shall provide sufficient training for all staff on the use of the provided devices.
- 20.14 Working After Hours.** No unit member shall be required to be on school grounds after the end of their on-campus hours unless, upon employee request, an administrator or security personnel is also present on school grounds. Unit members may choose to remain on school grounds after their on campus hours at their discretion without an administrator or security personnel present. When supervising eleven (11) or more students after hours, security personnel must be on campus. The parties recognize that this provision does not apply to Campus Supervisors.
- 20.15 Student Health Notification.** OSA will inform unit members of known information regarding student health issues as appropriate and provide applicable training and emergency plans.
- 20.16** OSA shall provide the following for staff use:
- 20.16.1** A lunchroom/faculty lounge at the main campus;
 - 20.16.2** Adequate lavatory facilities for staff use only at each site, with the exception of the DVM, where staff-only facilities are not available; and
 - 20.16.3** A secure, locked space to store personal items in each staff member's primary workspace or the first floor storage area.
- 20.17** If the water and/or electricity is out for more than two (2) hours, students and unit members shall be dismissed after student safety is assured.
- 20.18 Nursing Facilities.** The Employer shall provide a dedicated space for unit members to express breast milk as frequently as needed. This space shall not be a bathroom, must be shielded from view and free from intrusion by coworkers or the public, shall have a lock, and shall not be accessible to students. The employer shall provide access to a clean sink

with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace.

ARTICLE 21: OTHER CONDITIONS OF EMPLOYMENT

- 21.1 Access to Email and Files.** Unit members shall be given at least one (1) weeks' notice before losing access to their OSA accounts (email, files, etc.), unless such notice is deemed impossible or imprudent by OSA due to the specific circumstances (for example, sudden termination for cause). In such cases, members may submit a written request to retrieve copies of their personal files and emails, and if such request is made, they will be provided a reasonable opportunity to do so.
- 21.2 Standing COSATS Agenda Item for OSA Board Meetings.** OSA will provide COSATS with a standing ten (10) minute Agenda Item at every regular monthly meeting of the OSA Board of Directors. COSATS shall provide the OSA Board of Directors, /Operations Manager with advance notice of the names of all OSA representatives entitled to use the provided time on COSATS's behalf at any such meeting.
- 21.3 Non-Discrimination.** OSA shall not unlawfully discriminate in any program, activity or employment against any unit member on the basis of race, color, creed, religion, actual or perceived age, sex, gender, ethnic background, ancestry, national origin, political affiliation, domicile, sexual orientation, gender identity, marital status, physical or mental disability, medical information, genetic information, pregnancy, veteran status, COSATS membership, or participation in the activities of COSATS.
- 21.4 Use of Technology**
- 21.4.1** OSA shall continue to provide each unit member with a fully functioning and current laptop computer and all necessary adapters to perform their administrative/campus duties. Unit members shall be responsible for securely storing their computer (in a locked container or secure place), and will not be held liable for theft from a secure space. Additionally, unit members will not be held liable for accidental damage or theft except in cases of gross negligence. Unit members may bring their computer home. In the event of theft, the school's insurance shall activate first.
- 21.4.2** Unit members are expected to use good judgment in the use of social media. Social media posts are considered free speech but shall not in any way endanger students. Posts that can be viewed by students should be professional and adhere to any social media policies developed by the Labor Management Committee (LMC). Existing social media policies, as of the date this Agreement is ratified, shall continue to apply, unless and until they are

changed based on LMC discussions or after satisfying all applicable bargaining obligations.

21.5 Labor Management Committee (LMC). The parties agree to continue the established LMC, which shall meet at least once monthly. The LMC shall be responsible for informing policy development and problem solving of school issues. COSATS shall determine appropriate staff representation for this work. Any school decisions that may affect the working conditions of represented staff shall be subject to this collaborative process, provided that if there is a need for a prompt decision on a particular bargainable issue, this process may be bypassed so that negotiations can commence expeditiously. Feedback on the learning experience of students shall also be invited. This provision does not waive the parties' legal obligation to bargain as provided by Educational Employment Relations Act (EERA).

ARTICLE 22: WAIVER OF CONTRACT

22.1 Purpose. In recognizing that OSA is unique and was established to encourage experimentation and innovation, it is the desire of OSA and COSATS that it may be necessary to waive certain provisions of the Collective Bargaining Agreement upon mutual consent and approval.

22.2 General Provisions

22.2.1 Approved waivers are effective for the duration of one (1) school year, or a different amount of time as stated.

22.2.2 Generally, waivers may be renewed through the approval process set forth below on an annual basis but expire at the end of the school year if not renewed.

22.2.3 No waiver shall be granted that is in contravention of state or federal law.

22.3 Waiver Process

22.3.1 Proposed waivers can be initiated by either the OSA administration or the COSATS bargaining unit members but must be in written form including the following information:

22.3.1.1 The specific contractual provision(s) (by Article and Section number(s)) proposed for waiver,

22.3.2.2 The purposes or advantages to be gained by waiving the specified contractual provision(s),

22.3.2.3 Whether the waiver should be considered a pilot and/or considered at negotiations for broader application, or if it addresses unique conditions at the site.

22.3.2 Proposed waivers may be presented to the COSATS Waiver Committee at any time during the school year.

22.4 Waiver Committee Approval

22.4.1 The Waiver Committee shall be co-chaired by the OSA Executive Director and designated COSATS leaders representing each impacted unit.

22.4.2 Each of the Co-Chairs will appoint one (1) additional member and one (1) alternate to the Waiver Committee. The OSA appointees must be members of the administration, and the COSATS appointees must be members of COSATS.

22.4.3 Within thirty (30) calendar days of receiving the proposed waiver, the Waiver Committee will meet and by consensus approve or deny the proposed waiver.

ARTICLE 23: SAVINGS

23.1 If any provision of this Agreement is held invalid by operation of law or by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

23.2 It is further agreed that within twenty (20) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to the provision held to be contrary to law.

ARTICLE 24: ASSIGNABILITY

24.1 This Agreement is assignable. If during the term of this Agreement OSA contemplates a merger, affiliation, change of affiliation, change of employer or transfer of employees, OSA shall notify the Union far enough in advance to allow a reasonable opportunity for discussion and a meaningful opportunity to provide input and suggest alternatives before a final decision is made. OSA shall obtain a guarantee and written agreement from any new, subsequent, or successor employer that all provisions of this collective bargaining agreement shall remain in full force and effect as a precondition of any such change, merger, or transfer, and that such employer shall be bound in every respect to the provisions of this collective bargaining agreement. Within the above parameters OSA has sole authority to make the final determination of the merger, affiliation, change of affiliation, change of employer, or transfer of employees.

24.2 Should a proposed new, subsequent, or successor employer request waiver of this requirement or any change to the Collective Bargaining Agreement as a condition of providing the desired guarantee and written agreement, the parties shall meet to bargain in an attempt to agree to the requested changes. If they are unable to reach such agreement, OSA may demand a vote of the full unit membership on the requested changes for the purposes of facilitating the merger, affiliation, change of affiliation,

**OSA/COSATS Non-Certificated CBA
For the Initial Term Ending July 31, 2024**

change of employer, or transfer of employees. Any such vote will occur promptly, provided that before actual voting occurs a meeting shall occur at which both OSA and COSATS will be provided an opportunity to make a presentation to all unit members explaining their positions on the pros and cons of agreeing to the proposed waiver or change(s). OSA and COSATS mutually acknowledge that reasonable minds may disagree on what is in the best interest of OSA and its students, and commit to making every effort to ensure any such meeting and presentations are conducted in a mutually respectful and non-disruptive manner. If the majority of COSATS unit members reject the proposed waiver and /or collective bargaining agreement changes, Section 24.1 remains in effect.

ARTICLE 25: TERM


- 25.1** This Agreement shall be effective upon full ratification by COSATS and formal approval by the OSA Board of Directors. The term of the Agreement shall end July 31, 2024.
- 25.2** Except as specifically provided elsewhere herein, this Agreement fully and completely incorporates the parties' understanding regarding all matters herein. During the term of this Agreement the parties do not waive the obligation to negotiate with respect to any proposed change to any other practice, subject, or matter within the scope of bargaining that is not specifically referred to or covered in this Agreement.

SIGNATURE PAGE

FOR OAKLAND SCHOOL
FOR THE ARTS (OSA):

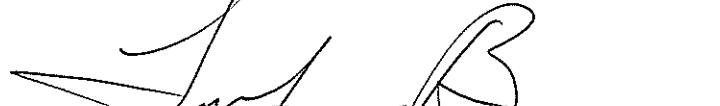


Mike Oz, Executive Director




Justin Otto Sceva, Lead Negotiator

FOR COALITION OF OAKLAND
SCHOOL FOR THE ARTS TEACHERS
AND STAFF (COSATS):




Tarolyn Brown



Emmett Richardson



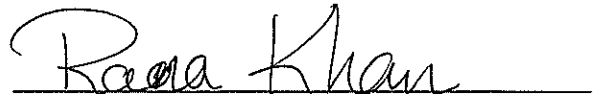
LeMark Vance



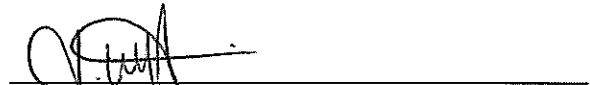
Patrick Secrease



Molly Monarch




Rana Khan




Nisha White



Andrew Junge



Kristelle Manassian

48 

Curtis Jackson

APPENDIX A

Hourly Rate Schedule for: Food Service Coordinator, Student Records Coordinator, Receptionist/Attendance, and Campus Supervisors (Non- Maintenance Assignment Shifts)				
	Column A	Column B	Column C	Column D
Step 1	\$21.00			
Step 2	\$21.42			
Step 3	\$21.85			
Step 4	\$22.29			
Step 5	\$22.73	\$23.73		
Step 6	\$23.19	\$24.19		
Step 7	\$23.65	\$24.65		
Step 8	\$24.12	\$25.12		
Step 9	\$24.60	\$25.60		
Step 10	\$25.10	\$26.10	\$27.10	
Step 11	\$25.60	\$26.60	\$27.60	
Step 12	\$26.11	\$27.11	\$28.11	
Step 13	\$26.63	\$27.63	\$28.63	
Step 14	\$27.17	\$28.17	\$29.17	
Step 15		\$28.71	\$29.71	\$30.71
Step 16		\$29.26	\$30.26	\$31.26
Step 17		\$29.83	\$30.83	\$31.83
Step 18		\$30.41	\$31.41	\$32.41
Step 19		\$30.99	\$31.99	\$32.99
Step 20		\$31.59	\$32.59	\$33.59

APPENDIX B

Hourly Rate Schedule for: Campus Supervisors (Maintenance Assignment Shifts)				
	Column A	Column B	Column C	Column D
Step 1	\$22.00			
Step 2	\$22.44			
Step 3	\$22.89			
Step 4	\$23.35			
Step 5	\$23.81	\$24.81		
Step 6	\$24.29	\$25.29		
Step 7	\$24.78	\$25.78		
Step 8	\$25.27	\$26.27		
Step 9	\$25.78	\$26.78		
Step 10	\$26.29	\$27.29	\$28.29	
Step 11	\$26.82	\$27.82	\$28.82	
Step 12	\$27.35	\$28.35	\$29.35	
Step 13	\$27.90	\$28.90	\$29.90	
Step 14	\$28.46	\$29.46	\$30.46	
Step 15		\$30.03	\$31.03	\$32.03
Step 16		\$30.20	\$31.20	\$32.20
Step 17		\$30.61	\$31.61	\$32.61
Step 18		\$31.81	\$32.81	\$33.81
Step 19		\$32.42	\$33.42	\$34.42
Step 20		\$33.05	\$34.05	\$35.05

APPENDIX C

Hourly Rate Schedule for: SPED Instructional Aides				
	Column A	Column B	Column C	Column D
Step 1	\$19.00	\$21.15	\$23.30	\$24.53
Step 2	\$19.86	\$22.11	\$24.26	\$25.61
Step 3	\$20.76	\$23.13	\$25.28	\$26.74
Step 4	\$21.70	\$24.19	\$26.46	\$28.05
Step 5	\$22.72	\$25.33	\$27.64	\$29.36
Step 6	\$23.76	\$26.51	\$28.91	\$30.77
Step 7	\$24.71	\$27.57	\$30.07	\$32.00
Step 8	\$25.45	\$28.40	\$30.97	\$32.96
Step 9	\$26.22	\$29.25	\$31.90	\$33.95
Step 10	\$26.74	\$29.83	\$32.54	\$34.63
Step 11	\$27.27	\$30.43	\$33.19	\$35.32
Step 12	\$27.82	\$31.04	\$33.85	\$36.03
Step 13	\$28.38	\$31.66	\$34.53	\$36.75
Step 14	\$28.66	\$31.98	\$34.87	\$37.12
Step 15		\$32.30	\$35.22	\$37.49
Step 16		\$32.62	\$35.57	\$37.86
Step 17		\$32.95	\$35.93	\$38.24
Step 18		\$33.28	\$36.29	\$38.62
Step 19		\$33.61	\$36.65	\$39.01
Step 20		\$33.95	\$37.02	\$39.40

APPENDIX D

Hourly Rate Schedule for: SPED 1:1 Paraeducators			
	Column A	Column B	Column C
Step 1	\$23.00	\$25.00	\$26.00
Step 2	\$24.00	\$26.00	\$27.00
Step 3	\$25.00	\$27.00	\$28.00
Step 4	\$26.00	\$28.00	\$29.00
Step 5	\$27.00	\$29.00	\$30.00
Step 6	\$28.00	\$30.00	\$31.00
Step 7	\$29.00	\$31.00	\$32.00
Step 8	\$30.16	\$32.16	\$33.16
Step 9	\$31.37	\$33.37	\$34.37
Step 10	\$32.62	\$34.62	\$35.62
Step 11	\$33.44	\$35.44	\$36.44
Step 12	\$34.27	\$36.27	\$37.27
Step 13	\$35.13	\$37.13	\$38.13
Step 14	\$36.01	\$38.01	\$39.01
Step 15		\$38.73	\$39.73
Step 16		\$39.46	\$40.46
Step 17		\$40.21	\$41.21
Step 18		\$40.98	\$41.98
Step 19		\$41.76	\$42.76
Step 20		\$42.55	\$43.55