

TENTATIVE AGREEMENT
Between
SEIU Local 1021 and Oakland Unified School District

Successor Collective Bargaining Agreement July 1, 2021 through September 30, 2023

February 23, 2022

PREAMBLE

This Tentative Agreement (“Agreement”) between SEIU Local 1021 and Oakland Unified School District (collectively “Parties”) recognizes the dedicated service of SEIU Local 1021 members and the fact that the stability of a successor Collective Bargaining Agreement (“CBA”) is critical, particularly in these unprecedented times.

This Tentative Agreement encompasses all outstanding proposals introduced during the Parties’ negotiations over the CBA to succeed the Parties’ 2018-21 CBA. For all articles of the CBA not addressed herein, the Parties agree to maintain current substantive contract language:

Compensation (Wages + One-Time Payments)

OSEA Art. 3/OCDPA Art. 10

A. One-Time Compensation:

- a. All unit members shall receive a one-time off schedule payment equal to 6.0% of their annual base salary. The off-schedule payment shall be disbursed within 60 days of the District's receipt of one-time dollars from the state or federal government for operating schools during the COVID-19 pandemic or within 60 days of ratification of the Agreement by SEIU and OUSD, whichever date is sooner.
- b. In light of the change/increase in workload due to the COVID-19 pandemic, for the 2020-21 school year, in addition to the one-time compensation outlined above, unit members employed by the District at the time of ratification of this Agreement by the Board of Education shall receive one-time compensation as follows:

- i. A one-time off-schedule payment of \$1,500.00 to unit members with a 0.5 FTE or greater. Unit members with less than a 0.5 FTE shall receive a one-time off-schedule payment of ~~\$750.00~~-\$850.00.
 - ii. In lieu of a stipend for the purchase of safety related equipment or supplies, (i.e., hand sanitizer, high-quality masks, COVID-19 tests, etc.), a one-time off-schedule payment equal to \$200.00 to all unit members.
 - iii. In lieu of a personal day (for mental health), all FTE unit members shall receive a one-time payment equal to their daily rate of pay.
- c. The compensation outlined in this section is specific to the unique circumstances of the 2021-22 school year and is non-precedential.

B. Ongoing Compensation:

- a. Effective July 1, 2022, all unit member salary schedules shall be increased by 6.0%.
- b. Effective September 1, 2023, all unit member salary schedules shall be increased by 2.25%.

C. All compensation included in this section is contingent upon a determination by the Alameda County Office of Education that the combined financial impact of all tentative agreements with OUSD labor partners reached in the 2021-2022 school year do not endanger the fiscal well-being of the District. The Board's ratification of the agreement shall occur within 15 days of receipt of the AB 1200 letter from ACOE with such a determination.

D. Me-Too (current contract language)

Longevity Pay

OSEA Art. 3(E) and OCDPA Art. 10(D) (Longevity Pay)

Effective July 1, 2022 for OSEA and effective July 1, 2022 for OCDPA, the following longevity pay shall be applicable to both White Collar and Paraprofessional unit members who are regular unit members in the unit and who have been employed on a half-time (3.75 hours per day) or more basis:

Number of Years of Continuous Service (monthly stipend)

<u>10</u>	<u>\$15.00</u>
<u>15</u>	<u>\$23.50</u>
<u>20</u>	<u>\$35.50</u>
<u>25</u>	<u>\$46.50</u>
<u>30</u>	<u>\$58.50</u>
<u>35</u>	<u>\$80.50</u>

Bilingual Position Stipends

OSEA Art. 3(H) - Bilingual Positions

By virtue of the bilingual requirement, unit members selected for bilingual-designated positions shall receive a \$60.00 stipend per month through and including June 30, 2022. Effective July 1, 2022, by virtue of the bilingual requirement, unit members selected for bilingual-designated positions shall receive a ~~\$60.00~~ \$80.00 stipend per month. Part-time unit members shall receive a prorated percentage of the stipend based on the percentage of time they work in the bilingual assignment. Unit members shall provide bilingual services as directed by their immediate supervisor.

OCDPA Art. 3(F) - Bilingual Positions

By virtue of the bilingual requirement, unit members selected for bilingual-designated positions shall receive a \$60.00 stipend per month through and including June 30, 2022. Effective July 1, 2023 ~~2022~~, by virtue of the bilingual requirement, unit members selected for bilingual designated positions shall receive a ~~\$60.00~~ \$80.00 stipend per month. Part-time unit members shall receive a prorated percentage of the stipend based on the percentage of time they work in the bilingual assignment. Unit members shall provide bilingual services as directed by their immediate supervisor.

Adjustment/Expansion of Salary Ranges

OSEA Art. 3(F)

Effective July 1, 2022, an additional range (Range 66) shall be added to the WTCL salary schedules. Notwithstanding this provision, the District reserves all rights to determine whether classifications are placed on this range pursuant to the California Education Code and Article 44 of the CBA.

F. Salary Increments (Steps)

5. After the first salary increment, increases shall occur at yearly intervals until the top step is reached.

- a) The salary increment for Step 8 shall occur two (2) years after Step 6 has been reached.
- b) Section 5(a) of this section (above) shall sunset on July 1, 2022, and the WTCL salary schedules shall be amended as shown below thereafter:

Current WTCL Salary Schedule PRIOR to 7/1/2022								
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
						Same rates		

Proposed WTCL Salary Schedules AFTER 7/1/2022								
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
							Same rates	

OCDPA Art. 3

B. Salary Increments (Steps and Ranges)

1. The salary schedule for unit members shall be appended to this Agreement as an Attachment.
2. The salary schedule provides movement upward from one step to the next based on length of service with the District. Movement upward in range occurs as employees complete qualified units which meet the minimum level of the next range. Initial placement is normally on Range 1.
3. Upon review of qualified units, a unit member may be placed on a range above the normal initial placement range. Qualified units are credits granted for courses directly related to child development programs and which are taken at an accredited community college, college or university.
4. Effective July 1, 2022, ranges 1 through 4 shall be eliminated from the salary schedule. The normal initial placement shall thereafter be on Range 5. Also on July 1, 2022, unit members on Ranges 1 through 4 shall be placed on Range 5.
- ~~5. Bilingual Instructional Assistants are initially placed no lower than Range 2.~~

6. Effective July 1, 2003, the salary schedule reflects a 258-day work year.

Classified School Employee Summer Assistance Program (“CSESAP”)

OSEA Agreement Art. 3(N)/OCDPA Agreement Art. 10 (F)

- 1) If the District elects to participate in the Classified School Employee Summer Assistance Program (“CSESAP”) as defined by the California Department of Education (“CDE”), the District shall accordingly take all steps necessary to meet the LEA deadlines established by the CDE and complete all required LEA actions in preparation for enrollment beginning in the 2023-24 academic year.
- 2) If the District elects to participate in the CSESAP, the District shall determine whether unit members who submit election forms on or before the deadline prescribed by CDE are eligible to participate in the CSESAP pursuant to California Education Code section 45500.

Grievances

OSEA Art. 27(E) Grievances

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

OCDPA Art. 18(4) Grievances

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

Library Technicians – Opening/Reopening Libraries

OSEA Agreement - ARTICLE 13 - CLASSIFICATIONS - Library Technicians

The Parties affirm that the District should not rely solely on volunteers to open new school libraries or reopen school libraries that have been closed for more than one (1) year. If the

Superintendent or designee is provided written notice that a library will be opening or reopening, the District will make every effort to offer available assignments to Library Technicians. The duration and hours of assignments shall be as determined by the Superintendent or designee for the library's reopening period. Unit members shall be compensated consistent with this Agreement. The Parties agree that this provision shall not be interpreted or applied in a manner that results in inhibiting the District's ability to offer library services to students.

SEIS Access

OSEA Art. 13(E) /OCDPA Art. 5(C)

The Parties recognize the importance for employees in the classifications of Instructional Support Specialist ("ISS") and Instructional Assistant ("IA") to have access to all relevant information in order to fully understand the specialized needs of the student populations with which they work. In order to ensure that this occurs, the District shall promptly and fully consider all requests from bargaining-unit employees in the classifications of Instructional Support Specialist and Instructional Assistant for view-only access to the District's Special Education Information System ("SEIS"). Access shall only be provided as permitted by law.

The District shall not arbitrarily or capriciously deny such requests for SEIS access. The District shall provide written explanation justifying its denial of any such request within 30 business days of its denial of any such request.

ISS Training

OSEA Agreement - ARTICLE 34 - TRAINING - E. Instructional Support Specialists (ISSs)

OUSD shall offer one (1) day of optional training during the summer of 2022 to support Instructional Support Specialists ("ISSs") and Instructional Assistants ("IAs") in order to strengthen the performance of job duties, alleviate employee stress, ensure proper knowledge and mastery of de-escalation methods, and promote student safety and academic performance. The optional training shall include, but is not limited to, G-Suite Training, Applied Behavior Analysis (ABA) Therapy, Crisis Prevention Intervention (CPI), and Restorative Justice training.

Use of District Facilities

OSEA Article 35 - USE OF DISTRICT FACILITIES

A. The Union-~~OSEA/SEIU~~ shall have the right to use District facilities at reasonable times for the purpose of holding Union-~~OSEA/SEIU~~ meetings by following Civic Center rules and procedures.

B. The District recognizes the importance of providing adequate facilities for Occupational and Physical Therapists performing special services at each worksite. To that end, the District agrees that Occupational and Physical Therapists will have a room that includes a locking door, and a locking file wherever possible. These spaces may be shared with other service providers.

Clerical Formal Mentorship Program and Stipend

The Parties recognize the importance of providing effective onboarding, training and mentorship for District employees during the COVID-19 pandemic. Accordingly, the Parties agree to reinstate the Clerical Mentorship Program formerly agreed to by the Parties for the 2021-22 and 2022-23 school year as follows:

Clerical Mentorship Stipend: The District shall implement a clerical mentorship program as follows:

- a) Up to 10 clerical support staff employees shall be selected to provide trainings (peer-to-peer support) to other permanent and/or substitute clerical staff employees.
- b) The term of the clerical mentorship shall be one (1) year. (Clerical staff may apply annually.)
- c) Each mentor shall receive a \$6,000.00 stipend annually (\$3,000.00 payable twice a year in December and June).
- d) Each fiscal year, the Parties shall meet and confer regarding the criteria for clerical mentors, the selection process, and the implementation of the program, prior to implementation.
- e) Mentors may perform no more than eight (8) hours of mentoring services per month.

Eligibility

Clerical mentors must meet the following criteria:

- Have supported a school site in a clerical capacity for at least four (4) years;
- Must meet 95% of deliverable deadlines for the past two (2) years;

- Must be seen as a team player at their site and provide great customer service to students, families, staff and community members;
- Have excellent attendance, as evidenced by their principal and/or recent evaluations;
- Have attended 90% of required trainings in the past year in their work area;
- Enjoy learning and sharing information;
- Have transportation to get to various sites/offices at least one (1) day per week as well as to team meetings;
- Receive approval from their principal to participate in the Clerical Mentorship Program;
- Be a full-time employee and hold information learned through the Clerical Mentorship Program as confidential; and
- Read emails sent by Shelia White or her designee and the OUSD Works Newsletter weekly for clerical updates.

Additional Agreements

- To mitigate the impacts of this provision to school site operations, principals will be contacted to ensure that those identified to participate have principal approval.
- The District will collaborate with the President of SEIU and/or their designee on the final list of clerical staff selected and additional criteria used for selection.

Review of Classifications (Article 41)

The Parties agree that the topic of analyzing the appropriateness of adjusting the range(s) for classification(s) in the bargaining unit is a matter of mutual concern. Accordingly, the Parties agree to begin the meet-and-confer process to discuss classifications within 15 days of ratification/approval of this Agreement by the Parties, with the Parties to conclude the meet-and-confer process by June 30, 2022.

Outsourcing of Union Positions via Layoff (both contracts)

OCDPA (Article TBD)

Options and Alternatives with Regard to Layoff

The District will exert its best efforts to afford unit members subject to layoff the broadest possible choice in readjusting. The District will discuss with the unit member all alternatives for the purpose of allowing the unit member to make the most informed decision possible, as

outlined in the 1976 “Layoff Procedures for Classified Employees,” under item 2. Such alternatives may include classifications funded by third parties.

OSEA Agreement - ARTICLE 19 – LAYOFF 5

E. Options and Alternatives with Regard to Layoff

The District will exert its best efforts to afford unit members subject to layoff the broadest possible choice in readjusting. The District will discuss with the unit member all alternatives for the purpose of allowing the unit member to make the most informed decision possible, as outlined in the 1976 “Layoff Procedures for Classified Employees,” under item 2. Such alternatives may include classifications funded by third parties.

Duration of Agreement

ARTICLE 27 - DURATION

Agreement

A. Term of Agreement

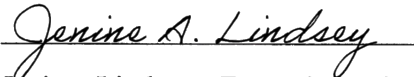
The term of this Agreement shall be July 1, 2021 through September 30, 2023.

SEIU Local 1021


Phyllis Copes (Feb 23, 2022 15:58 PST)

Phyllis Copes, President

OAKLAND UNIFIED SCHOOL DISTRICT



Jenine Lindsey, Executive Director, Labor Relations
Chief Negotiator

Ben Fuchs

Ben Fuchs (Feb 23, 2022 16:00 PST)

Ben Fuchs

Weinberg, Roger & Rosenfeld, APC

Chief Negotiator