

COLLECTIVE NEGOTIATION CONTRACT

between the

BOARD OF EDUCATION

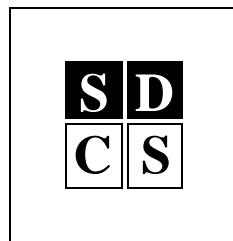
SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SAN DIEGO CHAPTER 759**

for the

PARAEDUCATORS BARGAINING UNIT



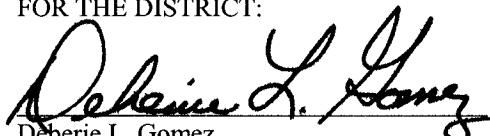
April 28, 2002 through June 30, 2004

**AMENDMENT TO THE
COLLECTIVE NEGOTIATIONS CONTRACT
between the
BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
SAN DIEGO CHAPTER 759
for the
PARAEDUCATORS BARGAINING UNIT**

April 28, 2001 through April 27, 2004 June 30, 2004

The following Collective Negotiations Contract has been reached by designated representatives of the San Diego Unified School District and the California School Employees Association, San Diego Chapter No. 759, in accordance with the California Educational Employment Relations Act.

FOR THE DISTRICT:


Deberie L. Gomez

Deputy Administrative Officer/Chief Negotiator
San Diego Unified School District


Donis Armenta

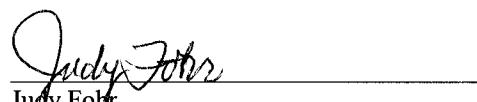
Director, Classified Personnel
San Diego Unified School District


William R. Surbrook

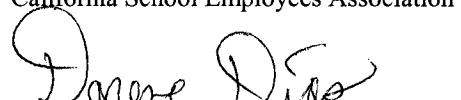
Labor Relations Specialist
San Diego Unified School District

Ron Ottinger
President, Board of Education
San Diego Unified School District

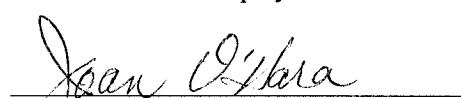
FOR THE UNION:


Judy Foltz

Chief Negotiator
California School Employees Association


Dorene Dias

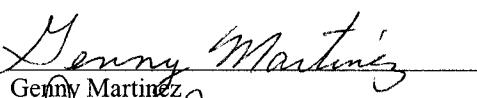
President, Chapter 759
California School Employees Association


Joan O'Hara

Past President, Chapter 759
California School Employees Association


Frances Fierro

Past President, Chapter 759
California School Employees Association


Genny Martinez


Pat Runyon


Elaine Waines

Adopted by the Board of Education

Date: January 14, 2003

Ratified by CSEA, Chapter 759

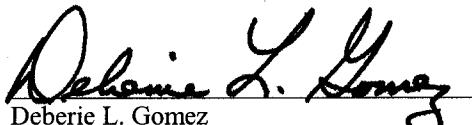
Date: September 18, 2002

COLLECTIVE NEGOTIATIONS CONTRACT
between the
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SAN DIEGO UNIFIED SCHOOL DISTRICT
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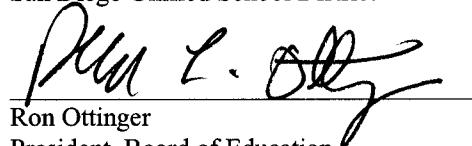
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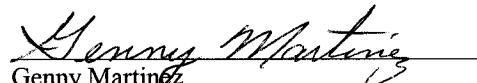
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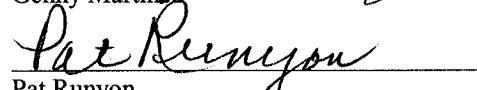
Joan O'Hara
Past President, Chapter 759
California School Employees Association



Frances Fierro
Past President, Chapter 759
California School Employees Association



Genny Martinez
Pat Runyon



Pat Runyon
Elaine Waines



Adopted by the Board of Education

Date: 10/8/02

Ratified by CSEA, Chapter 759

Date: September 18, 2002

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 10/8/02
Cheryl Ward
Cheryl Ward, Board Action Officer,
Board of Education

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ARTICLE 1. AGREEMENT CLAUSE

The articles contained herein and the appendices attached hereto constitute the bilateral and binding contract by and between the Board of Education of the San Diego Unified School District, hereinafter referred to as the “District,” and the California School Employees Association, and its San Diego Paraeducators Bargaining Unit Chapter 759, hereinafter referred to as the “Union.” The District and the Union constitute the parties for purposes of this contract.

ARTICLE 2. RECOGNITION CLAUSE

The District recognizes the California School Employees Association (CSEA) and its San Diego Chapter 759, for the Paraeducators Bargaining Unit as the sole and exclusive bargaining representative for all unit members in accordance with the certification issued by the Public Employment Relations Board on December 4, 1996 (Case No. LA-D-301) pursuant to a PERB-conducted, secret ballot election. Nothing herein shall preclude the Parties from mutually agreeing to modify the unit.

Section 1: BARGAINING UNIT COMPOSITION

Refer to Appendix A for included job classifications.

Section 2: CLASSIFICATIONS

- A. When a new classification is established in which assigned work reasonably related to that done by other classifications covered by this Contract is established, the Union will be notified in writing and the District will, upon request, meet to reach agreement as to whether such classification should be included in the Paraeducator Bargaining Unit.
- B. The District will notify the Union in writing and, upon request, will meet to reach agreement regarding the exclusion of new supervisory classifications whenever such classifications are reasonably related to work performed by other job classes in the Paraeducator Bargaining Unit.
- C. The Parties will meet to reach agreement regarding any already-existing classifications not currently assigned to the Paraeducator bargaining unit whenever either Party believes such classifications are reasonably related to work performed by the other job classes in the Paraeducator Bargaining Unit.
- D. Disagreements in A., B., or C. above shall be resolved exclusively by appeal to the Public Employment Relations Board as provided by law.
- E. The District agrees to notify the Union in writing regarding any changes proposed for an existing classification within the Paraeducator Bargaining Unit. The District will, upon request, meet and negotiate with the Union regarding any change proposed for an existing classification.
- F. It is the District's intent to comply with the provisions of California Education Code Section 45103 as it applies to classifications and unit members in the Paraeducator Bargaining Unit.

Article 3. Union Rights

Section 1: UNION REPRESENTATION

- A. The method of selection of union stewards is solely the responsibility of the Union. The District agrees to recognize union-appointed stewards and officers who may receive complaints and grievances, conduct union business appropriate to the administration of this Contract, and conduct such other union business not otherwise precluded by this Contract.
- B. The Union will be allowed at least one (1) Paraeducator union steward and at least one (1) alternate for each department/site organizational unit.
- C. Designated alternates shall act for the union steward only in the absence of the union steward. The Union shall designate its stewards and alternates in writing and shall provide the District with a master list of union stewards and alternates not later than ninety (90) calendar days after ratification of this Contract and once annually each October.
- D. The District shall recognize such changes only upon official notification from the Union. All such changes will be delivered in writing to the Deputy Administrative Officer, Human Resource Services Division, or his/her designee, who will make notification to appropriate site and district offices and personnel.

Section 2: RIGHTS AND RESPONSIBILITIES OF UNION REPRESENTATIVES

- A. Union representatives, (staff, officers and stewards) shall be granted access to district premises for the purposes of administration of this Contract and shall have the right during their regular work hours to investigate, present, and process grievances; to attend, at the request of the unit member, any conference at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action; and to conduct appropriate and official union business, without loss of time, pay, or benefits, providing that all time shall be paid at straight time for the shift involved.
- B. All union business performed by union representatives, other than that related to grievances and, at the unit member's request, attendance at conferences at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action, shall be conducted during non-work hours. Non-work hours are defined as before and after the assigned hours of work and during lunch periods and rest breaks.
- C. When a union representative serves more than one school or department site, the union representative shall have the right to visit areas, schools, or departments within his/her jurisdiction at reasonable times for the purposes specified in Section 2.A. above upon securing permission from his/her principal, department supervisor, or designee. Such permission shall not be unreasonably withheld.

Article 3. Union Rights

Section 2 (continued)

- D. The principal or department head, or, in their absence, their designee, shall be notified immediately upon arrival of the union representative and prior to the conduct of union business. Union representatives shall comply with all site/department procedures required of visitors.
- E. Visits to unit members, at their work site, for the purpose of investigating and processing grievances, may be made during work hours by prearrangement with the principal, department head, or designee. The principal, department head, or designee shall provide a private area for such grievance processing.
- F. Loss of time due to investigation of or attendance at grievance conferences between the union representatives and the unit member(s) shall be limited to reasonable time periods mutually agreed upon between the supervisor and the union representative. Conference(s) should be scheduled at times that will least affect the efficient operation of the unit member's school or department.
- G. Visits shall be conducted in appropriate rooms, areas, or work locations not impinging upon the work of other employees. The location shall be determined by mutual agreement between the designated union representative and principal, department head, or designee. The District shall make every reasonable effort to provide a convenient, appropriate location suitable for the purpose of the union representative's business.
- H. Union representatives shall complete any forms provided by the District for the purposes of assisting in filing a mandated costs reimbursement claim with the State of California.

Section 3: BULLETIN BOARDS

The District shall provide institutional bulletin boards in areas which are mutually agreeable to the Union and the District and which are reasonably accessible to unit members. Bulletin boards will be located in areas which are not normally used by students and public, but where unit members congregate, and shall not be used for non-Union-sponsored commercial advertising purposes. Posting shall be done by authorized union representatives only.

Section 4: USE OF TELEPHONE AND E-MAIL DURING NON-WORK HOURS

1. The District agrees to provide unit members reasonable use of telephones during non-work hours. In emergency situations requiring immediate attention, such time limitations may be waived.
2. The Parties agree that the union representatives and the unit members shall have the right to reasonable use of the District's e-mail system for the purpose of communicating with respect to matters of District-Union business and not for purposes of communicating with respect to matters that are only union business.

Article 3. Union Rights
(continued)

Section 5: DISTRICT MAIL SERVICE

- A. The Union shall be permitted reasonable use of the district mail service and unit member mailboxes, where provided, for communication with bargaining unit members.
- B. The Union shall be responsible for placing all union materials in site/department mailbags and/or mailboxes at the Eugene Brucker Education Center mailroom.
- C. Items from the Union to be delivered by the district mail service shall bear organizational identification.
- D. Items from the Union that are received at a site or department, shall be placed in unit member mailboxes by a representative of the Union.

Section 6: USE OF DISTRICT FACILITIES

The Union shall have the right to reasonable use of district buildings and facilities upon reasonable notice by the Union to the District.

Section 7: SENIORITY LIST OF UNIT MEMBERS

The District will provide the Union with a seniority list by job classification. This list will include social security number, unit member name, site location, position title code, assignment type, bilingual status, position equivalent, employee status (permanent or probationary), base evaluation date, seniority within classification, district seniority date, current hire date, and salary/step/rate. This list shall be updated and forwarded to the Union as of October 15 and February 15 each year. The Union may request two (2) additional copies of the seniority list annually.

Section 8: ALPHABETICAL LIST OF UNIT MEMBERS

- A. The District will provide the Union with an alphabetical list of all district Paraeducator Bargaining Unit members. This list will include social security number; unit member's name, home address, and telephone number. (Available addresses and telephone numbers will be provided in those cases where privacy has not been requested.) This list will also provide the unit member's cost center number, position title and code, position title code description, and work year code. This list shall be updated and forwarded to the Union, without cost, on a monthly basis, October through June.
- B. The Union agrees that it will not disclose any personal data related to unit members contained in the information reports provided by the District under this Contract to any third party without the unit member's expressed written permission.
- C. Any additional requests for information from the Union may be charged to the Union.

Article 3. Union Rights

(continued)

Section 9: BARGAINING UNIT MEMBER WORK

The District agrees not to require bargaining unit members to perform the work of other bargaining units except in emergencies.

Section 10: PRINTING AND DISTRIBUTION OF CONTRACT

The District will make available on the District web site a current copy of this contract and all of the amendments and memoranda of understanding. The District shall, without charge, have copies of this Contract printed and distributed to all present unit members. The District shall give new unit members the choice of receiving a copy of this contract without charge or not receiving a hard copy due to availability of the Contract on the District's web site. During the duration of this Contract, unit members shall also receive, without charge, any written amendments to the Contract. The District will provide the Union, without charge, fifty (50) copies of the Contract per year.

Section 11: NEW UNIT MEMBERS

The District will make available to the Union, on an ongoing basis, without cost, the name, address, telephone number, job title, site/department (work location) and date of hire of all newly hired unit members. (Addresses and telephone numbers will be deleted where privacy has been requested by the unit member.)

Section 12: UNION MEMBERSHIP MATERIALS

The Union shall have the right to include union membership materials in new employee packets issued to newly hired bargaining unit members by the Human Resource Services Division. The Union shall be responsible for supplying these materials.

Section 13: UNION LEAVE

The length and time of the leave shall be by mutual agreement of the Union and the Deputy Administrative Officer, Human Resource Services Division, or his/her designee, after consultation with appropriate supervisory or management personnel.

A. Bargaining Unit Members

The Union shall have 160 hours per fiscal year (July 1 through June 30) of leave for union business. The Union shall reimburse the District at an appropriate substitute, extratime or overtime salary rate within thirty (30) calendar days of billing and providing no single member of the bargaining unit, excluding the President of the Union, uses more than 60 hours of union leave in a fiscal year. If no substitute, extratime, or overtime costs are incurred resulting directly from the unit member's leave, there will be no charge to the Union.

Article 3. Union Rights

Section 13 (continued)

B. Union Officers

1. The Union shall have 160 hours per fiscal year (July 1 through June 30) of leave for union officers to use for union business, providing the Union reimburses the District for the salary of the unit member(s) designated.
2. The Union shall submit written requests for all such leave sufficiently in advance not less than two (2) business days prior to the time of the requested leave to ensure that consultation/notification can take place with the site and provisions made for substitute coverage, if necessary

C. Union Conference

1. The Union shall have up to 160 hours per fiscal year (July 1 through June 30) of leave to be used for chapter delegates to attend the annual Union Conference.
2. The Union shall reimburse the District for the actual costs incurred for the use of a substitute. Substitutes will not be used where they are not normally provided. The reimbursement amount shall not exceed the salary of the unit members on leave. Reimbursement shall not be provided when a substitute is not used or when the unit member elects to use approved compensatory or vacation time or takes unpaid leave. Requests to use compensatory or vacation time will not be unreasonably denied.
3. The Union shall submit a written request to the Deputy Administrative Officer, Human Resource Services Division, or designee, for all such leave sufficiently in advance, but not less than one (1) month prior to the intended absence.

D. Elected Officer Leave

1. Upon request, the District shall grant a leave of absence without loss of compensation for the purpose of enabling unit members to serve as elected officers of the Union in compliance with California Education Code Section 45210 or its successor. The maximum leave period provided under this provision is two (2) years unless mutually agreed between the Union and the Deputy Administrative Officer, Human Resource Services Division, or his/her designee.
2. The Union must provide ninety (90) calendar days notice of any officer's intent to return to work. Reinstatement rights upon return from the leave of absence shall follow the sequence as described below:
 - a. Officer shall return to the position formerly held, if vacant.
 - b. Officer shall displace the unit member occupying his/her former position.
(NOTE: The unit member being displaced would be provided the opportunity to exercise his/her seniority rights in the same manner as provided in Article 18, Section 8.c, Layoff and Reemployment.)

Article 3. Union Rights
Section 13.D.2. (continued)

- c. If the officer's former position no longer exists, the officer shall be placed in a position in the same classification formerly held, if vacant.
- d. If there is no vacancy, the officer shall have the right to displace the least senior unit member in his/her classification.
- e. If the officer is the least senior unit member in his/her classification, he/she shall be placed in a vacant position of equal classification level and of similar requirements of skills, knowledge and abilities.
- f. If no vacancy pursuant to Section 13.D.2.e. above exists, the District agrees to allow the officer to voluntarily demote into a vacant position in a lower salary grade with reinstatement rights (as provided in Article 18, Layoff and Reemployment) to classifications identified in a. through e. above. The officer shall retain his/her former salary in accordance with Article 7, Section 15.b.

Section 14: UNION RIGHTS

A. Calendar Committee:

- 1. The District agrees to establish a joint Calendar Committee composed of an equal number of district representatives, union representatives, and other stakeholder representatives appointed by their respective groups. The size of this Committee shall be determined by mutual agreement of all Parties.
- 2. The purpose of this Committee shall be to develop a multi-year master calendar that includes traditional, single-track and multi-track year-round schedules, holidays, and recess periods. It shall be the goal of this Committee to present the calendar to the Board of Education for adoption one (1) year prior to its implementation.
- 3. The District agrees to consult with the Union on the proposed master calendar prior to its adoption by the Board.

B. Attendance at Board of Education Meetings

The President of the Union or designee will be authorized leave without loss of pay, by mutual agreement with the Deputy Administrative Officer, Human Resource Services Division, or his/her designee, in order to attend Board of Education meetings.

Miscellaneous Provisions

- 1. The District will give the Union two (2) copies, without charge, of the planning and final budgets (J200) annually.

Article 3. Union Rights
Section 14.B. (continued)

2. The District will provide to the Union President, via school mail, one (1) copy of the official Board of Education agenda with minutes, public support documents, and other support documents and exhibits at the same time the information is provided to the Board of Education members.
3. The Union will be provided, via school mail, without cost, all District procedures and emergency procedures that are not maintained on the District web site.

Section 15: RIGHTS GRIEVABLE

Rights granted by this Article shall be grievable only by the Union.

ARTICLE 4. DISTRICT RIGHTS

All matters not specifically enumerated in this Contract are reserved to the public school employer and may not be a subject of meeting and negotiating, grievances, or restriction on the right of the District to manage the District and to direct its employees and operations.

Article 5. DEFINITIONS

The following general definitions apply to all articles of the Contract:

- A. Anniversary Date shall be the first day of the month in the month hired for unit members hired between the first (1st) and fifteenth (15th) of the month. For unit members hired on or after the sixteenth (16th) of the month, the anniversary date shall be the first (1st) of the following month. The anniversary date shall be used to determine service increments and vacation entitlement.
- B. Board of Education means the Board of Education of the San Diego Unified School District.
- C. Classification means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of duties required to be performed by the employees in each such position, and regular monthly salary ranges for each such position (Education Code Section 45101).
- D. Contract means the Collective Negotiations Contract between the San Diego Unified School District and the California School Employees Association for the Paraeducators Bargaining Unit Chapter 759.
- E. Day or Workday is any day when the unit member is scheduled to be on duty and the central administrative offices of the District are open for business.
- F. Branch/Division/Department Head means the chief executive officer of a non-school district organized unit, with total responsibility to manage all affairs of the unit including general control of all certificated and classified staff assigned to the unit
- G. District means the San Diego Unified School District also known as San Diego City Schools.
- H. Branch/Division/Department refers to any major district organizational unit empowered to render decisions, responses, or approvals on behalf of the branch/division/department.
- I. Emergency shall mean any situation which is beyond the control of the District that could not reasonably be anticipated which adversely affects the instructional program or the administration of the District.
- J. Employment Regulations for the Classified Service refers to the Employment Regulations for the Classified Service of the San Diego Unified School District.
- K. Notification (Notice) means that all correspondence and/or information required of either party shall be provided in writing.
- L. Permanent Unit Member the employment status of a unit member who has successfully completed the prescribed one (1) year probationary period.

Article 5. DEFINITIONS

(continued)

- M. **Permanent/Probationary Unit Member** a unit member who has previously attained permanent status and is currently serving a new one (1) year probationary period in a different classification.
- N. **Principal** means the chief executive officer (site supervisor) of one or more schools, with total responsibility to manage all affairs of the school or schools including general control and supervision of all certificated and classified staff assigned to serve in the school.
- O. **Probationary Unit Member** a newly-hired classified unit member who is serving the prescribed one (1) year probationary period.
- P. **Reclassification** the upgrading of a position to a higher classification as a result of a gradual increase of the duties being performed by the incumbent in the position (Education Code 45101).
- Q. **Superintendent** means the Superintendent of Public Education of the San Diego Unified School District.
- R. **Supervisor** means the principal or other management/supervisory employee responsible for general control and supervision of certificated and classified staff.
- S. **Union** means the California School Employees Association (CSEA) and its San Diego Paraeducators Bargaining Unit Chapter 759.
- T. **Unit Member** refers to any employee included in the Paraeducator Bargaining Unit.

Other definitions applicable to a specific article are included in the appropriate article.

All terms not defined in this article and other articles in this Contract shall be defined in their usual and customary sense.

The Parties agree to review and revise these definitions if the organizational structure of the District is modified at any time during the life of this Contract or if there is any change in Education Code Section 45101.

ARTICLE 6. NEGOTIATION PROCEDURES

Section 1: TIMING OF NEGOTIATIONS

- A. Unless otherwise agreed upon, on or about the first (1st) of March of the year in which this Contract expires, the Union shall submit its proposals for a successor Contract to the District.
- B. No later than forty (40) calendar days following sunshining of the Union's proposal, the District shall submit its initial proposal for sunshining.
- C. It is the intent of the Union and the District to commence negotiations no later than two (2) weeks following the second reading (adoption) of the District's initial proposal.

Section 2: CONSULTANTS

The Union and the District may use the services of outside consultants to assist in negotiations.

Section 3: SCHEDULING BARGAINING SESSIONS

Negotiations shall take place at mutually agreeable times and places. In an emergency, upon receipt of a written request by either Party, meetings shall be scheduled at the earliest possible date.

Section 4: RELEASE TIME FOR NEGOTIATIONS

The Union may designate not more than seven (7) representatives, who will be empowered to negotiate with the District. When negotiations with the District are scheduled during the work hours of the unit member representatives, they shall be released from work without loss of pay.

Section 5: AUTHORITY TO BARGAIN

The Union and the District agree to confer on their respective representatives the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

Section 6: TENTATIVE AGREEMENTS

The Union and the District agree that when tentative agreement is reached on an item, it will be reduced to writing and signed by the Parties. Tentative agreement may not be withdrawn except by mutual consent of the Parties. All tentative agreements are subject to ratification by the Union and adoption by the Board of Education.

ARTICLE 7. WAGES

Section 1: PARAEDUCATOR SALARY SCHEDULE

- A. Effective July 1, 2001, the 2001-2002 salary rates shall be increased one and thirty-six-hundredths percent (1.36%).
- B. If any other entire bargaining unit or entire unrepresented employee group within the District receives a general salary/wage increase using unrestricted resources or receives another form of compensation not previously allocated to that entire bargaining unit or entire unrepresented group in settlement of the 2002-2003 and 2003-2004 negotiations, the bargaining unit shall be entitled to a commensurate pro-rata amount of compensation. In such an event, the Union and the District shall enter into negotiations to determine the manner in which to compensate the bargaining unit. Increases in salary or other forms of compensation resulting from negotiations shall not exceed a commensurate pro-rata share provided to any other entire bargaining unit or entire employee group within the District.
- C. For any year covered by this contract, should the District receive new Revenue Limit Equalization Aid and/or Revenue Limit Deficit Reduction funding, such funding will be converted into an equivalent percentage increase for all employees in the following amounts:

Deficit Reduction: One hundred percent (100%) of funds received will be converted.

Equalization Aid: Fifty percent (50%) of funds received will be converted.

If Equalization Aid and/or Deficit Reduction is on-going, the pro-rata increase for the Paraeducators Bargaining Unit shall be added to the salary schedule. The remainder of the Revenue Limit Deficit Reduction funding for 2000-2001 has been determined to be .092%. This amount will be paid as a pro-rata increase for the unit members on the salary schedule retroactive to July 1, 2000.

If Equalization Aid and/or Deficit Reduction is not on-going, the pro-rata increase for the Paraeducators Bargaining Unit shall be used to calculate an off-schedule bonus in each of the years in which the funds are received. The Revenue Limit Equalization Aid amount for the 2001-2002 year has been determined to be .05%. This amount shall be paid as an off-schedule bonus for 2001-2002. This amount will be included in the revenue limit deficit reduction retroactive pay warrant.

- D. Should any other entire bargaining unit or entire unrepresented employee group within the District agree to or receive any salary/wage formula which results in increased compensation for 2001-2002, 2002-2003, and 2003-2004, the bargaining unit shall be entitled to the same provision(s). Increases in salary/wage or other forms of compensation resulting from reopen negotiations shall not exceed a commensurate pro-rata share provided to any other entire bargaining unit or entire unrepresented employee group within the District.

ARTICLE 7. WAGES

(continued)

Section 2: ADDITIONAL FUNDS

- A. Contingency. In the event that the District receives additional new state funds not covered in Section 1. and not precluded in Section 2. of this Article, the Contract Administration Committee shall meet, as necessary, to review and discuss the allocation of these funds to the various budget categories, including unit member salaries. Additional funds subject to this Section include:

New funds received by the District from the State which are noncategorical, nonrestrictive, not based on ADA growth, not from proceeds of the lottery, and do not represent a reimbursement of expenditures made by the District during the current or prior years and are not a conversion of one category of income received in the prior year to another category of income in the current year.

- B. Non-grievability. Salary increases, if any, provided as a result of the Contract Administration Committee's deliberation are specifically excluded from Article 15 Grievance Procedure.

Section 3: RETROACTIVE COMPENSATION

Compensation paid pursuant to this Article shall be paid only to unit members who are officially employed by the San Diego Unified School District at the time of Board of Education adoption of the 2001-2002, 2002-2003 and 2003-2004 salary schedules, respectively, and to unit members who retire or are laid off between July 1 and the date of Board adoption in the applicable year.

Section 4: MILEAGE

Approved mileage reimbursement for bargaining unit members will be the current applicable Internal Revenue Service rate.

Section 5: UNDERPAYMENTS OR OVERPAYMENTS

Each unit member is encouraged to review their annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the District shall, within five workdays following such determination, provide the unit member with a written statement of the correction and issue a supplemental pay warrant for the amount due. Board of Education By-Laws limit the time period for submitting claims due to underpayment of wages to one (1) year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment, the District is required to recover the full amount overpaid. The District will provide the unit member with a written, detailed description of the overpayment including the calculations. The recovery schedule for the overpayment will include consideration to both the District and the unit member.

ARTICLE 7. WAGES

(continued)

Section 6: OVERTIME COMPENSATION

- A. Unit members other than those referred to in Sections 6.A.2 and 6.A.3 will be compensated for overtime work at the rate of one and one-half (1 ½) times the unit member's regular hourly rate of pay in accordance with the following provisions:
 - 1. Unit members in assignments of eight (8) hours per day/five (5) days per week will be compensated for all time worked in excess of eight (8) hours on a regular workday or in excess of forty (40) hours in one week.
 - 2. Unit members in assignments of at least four (4) hours per day/five (5) days per week but less than eight (8) hours per day/five (5) days per week will be compensated for all time worked on the sixth (6th) and seventh (7th) day of the workweek. This rule does not apply to unit members in exempt job classes.
 - 3. Unit members in assignments of less than four (4) hours per day/five (5) days per week will be compensated for all time worked on the seventh (7th) day of the workweek. This rule does not apply to unit members in exempt job classes.
 - 4. Unit members in assignments of ten (10) hours per day/four (4) days per week will be compensated for all time worked in excess of ten (10) hours on a regular workday or time worked on the fifth (5th), sixth (6th), or seventh (7th) day of the workweek.
 - 5. Unit members other than those referred to in Sections 6.A.2 and 6.A.3 will be compensated at two (2) times the unit member's regular rate of pay for work performed on any seventh (7th) consecutive workday where the unit member has worked hours on the six (6) preceding calendar days entitling him/her to compensation. Only the seventh (7th) consecutive workday will entitle the unit member to double time compensation. All other workdays will be paid in accordance with the existing Rules and Regulations of the Paraeducators Salary Schedule.
 - 6. Unit members assigned to the Outdoor Education Program will be compensated on an overtime basis only for time worked in excess of forty (40) hours in a workweek or for time worked on the sixth (6th) or seventh (7th) day of the workweek.
- B. Single Asterisk Job Classes. Unit members assigned to professional job classes as defined by current law will be compensated at the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in this schedule. (These job classes are designated in Appendix B, Bargaining Unit Composition by an asterisk.)
- C. Double Asterisk Job Classes. Unit members assigned to job classes exempted from overtime compensation in accordance with existing law are not eligible for overtime compensation except as provided in Section 6.7. (These job classes are designated in Appendix B, Bargaining Unit Composition by two asterisks.)

ARTICLE 7. WAGES

Section 6 (continued)

- D. **Job Classes Without Asterisks.** Unit members other than those referred to in Sections 6.A.2 and 6.A.3 will be compensated at one and one-half times the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in this schedule. Unit members will be compensated at two (2) times the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in this schedule for work performed on any seventh (7th) consecutive workday where the unit member has worked hours on the six (6) preceding calendar days entitling him/her to compensation. Only the seventh (7th) consecutive workday will entitle the unit member to double time. All other workdays will be paid in accordance with the existing rules and regulations contained in this salary schedule.
- E. **Overtime of less than six (6) minutes.** Overtime worked in units of less than six (6) minutes will be disregarded for purposes of compensation.
- F. **Work On Holidays.** Work performed by regular unit members on the date of observance scheduled on the District's Master Calendar for any legal or declared holiday enumerated in Article 12, Leave Policies, will be considered as overtime without regard to the number of hours worked on other days of that week and will be compensated at the rate of one and one-half (1 1/2) times the unit member's regular rate of pay for nonexempt unit members and one (1) times the unit member's regular rate for exempt unit members. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.
- G. **Overtime Compensation for Special Pay Additive(s).** Compensation for overtime will include any special pay additive(s) and may be in the form of payment by warrant or compensatory time off of equivalent value to such payment. Compensatory time off records should be maintained in the appropriate department/site office and such time off shall be permitted within a reasonable time following the day on which overtime is worked, otherwise, the unit member shall be paid by warrant. To the extent possible, ordinary overtime work and method of compensation (either overtime pay or compensatory time off) shall be by mutual agreement between the unit member and supervisor.

Section 7: SPECIAL PAY ADDITIVES

- A. **Shift Differential.** A unit member assigned to work a regular, continuing schedule of four (4) hours per day or more in which four (4) hours or more of such regular shift are worked before 8 a.m. or after 6 p.m. is entitled to shift differential pay. Such differential will amount to placement on the step of the next higher full salary grade which is approximately five percent (5%) above the unit member's regular salary.
- B. **Hazard Pay Differential.** A unit member will receive a hazard pay differential for assignment to a position designated by the Board of Education as a hazard pay position. A hazard pay position is one which: (1) continuously exposes the unit member to a specific and significant hazard, (2) is clearly dangerous to the health or well being of any unit member so assigned, and (3) the hazard is atypical of the basic occupation or job class. Such differential will amount to placement on the step of the next higher full salary grade which is approximately five percent (5%) above the unit member's regular salary.

ARTICLE 7. WAGES

Section 7 (continued)

- C. **Bilingual/Biliterate Differential.** A unit member will receive a bilingual/biliterate differential for assignment to a position designated by the Board of Education as requiring the ability to communicate orally and/or in writing with non-English speaking adults or in sign language with deaf or hard-of-hearing adults for an average of one (1) hour per day. Such differential will amount to placement on the step of the next higher full salary grade which is approximately five percent (5%) above the unit member's regular salary. Unit members who believe they are eligible for this differential shall be entitled to submit a Position Classification Review Form to the Human Resource Services Division in accordance with applicable district procedures.
- D. **Split Shift Differential.** A unit member employed to work a regular continuing schedule of more than six (6) hours per day and with a scheduled lunch break of more than two and one-half (2 ½) hours is entitled to a split shift differential. Such differential will amount to placement on the step of the next higher full salary grade which is approximately five percent (5%) above the unit member's regular salary.
- E. **Longevity Stipends.** Effective July 1, 2001, a unit member in an active monthly bargaining unit assignment as of October 1, of each year will receive an annual lump sum longevity stipend in accordance with the following schedule:

<u>Years of Qualifying Monthly District Service Completed</u>	<u>Annual Lump Sum Stipend</u>
8 through 9	\$145.24
10 through 13	\$290.48
14 through 18	\$580.94
19 or more	\$1,161.89

Longevity stipends are subject to the same percentage increase(s) by which the salary schedule is increased as set forth in Article 7, Section 1.

- F. **Community Based Instruction Differential.** A unit member classified as Instructional Assistant (Special Education) will receive a pay differential for assignment to a position which requires continuing and regular Community Based Instruction (CBI) responsibilities as part of the approved program curriculum. CBI is an activity requiring the unit member to accompany one (1) or more students in the community for the purpose of teaching life skills. Such differential will amount to placement on the step of the next higher full salary grade which is approximately five percent (5%) above the unit member's regular salary.

ARTICLE 7. WAGES

Section 7 (continued)

- G. Registry of Interpreters for the Deaf (RID) Differential. The Union and the District acknowledge the additional skills and services provided by Educational Interpreters who possess certification from the Registry of Interpreters for the Deaf (RID), and therefore agree to establish an RID differential. This differential will be paid with funds previously used for compensating substitute/hourly interpreters. A RID-certified unit member classified as Educational Interpreter II or Educational Interpreter III will receive a pay differential if assigned duties which require certification from the Registry of Interpreters for the Deaf. Duties which require such certification are those where interpreting services involve officials from law enforcement and/or Child Protective Services. The unit member's immediate supervisor must authorize the performance of such duties. The differential will be paid in increments of one (1) hour for each full or partial hour worked requiring RID certification. Such differential will amount to placement on the next higher salary grade which is approximately ten percent (10%) above the unit member's regular salary.

Section 8: INITIAL PLACEMENT ON THE SALARY SCHEDULE

- A. Position Class. A unit member will be placed in the job class appropriate to the assigned position.
- B. Experience Step. A unit member new to the District will be placed on Step "A" of the appropriate salary grade. The Deputy Administrative Officer, Human Resource Services Division, or designee, may authorize a higher step placement within the appropriate grade for an especially well-qualified individual in a job class for which qualified candidates are found to be in short supply. In such instances, the Deputy Administrative Officer, Human Resource Services Division, or designee, will provide written notification to the Union.

Section 9: SERVICE INCREMENTS

- A. Assignment of Four (4) or More Hours Per Day. A unit member in a regular monthly assignment of four (4) hours or more per day will be granted a one (1) step salary increase on his/her annual anniversary date as established in accordance with the collective negotiations contract until the "E.5" Step is reached.
- B. Assignment of Less Than Four (4) Hours Per Day. A unit member in a regular monthly assignment of less than four (4) hours per day will be placed on the "A" Step of the appropriate salary grade and will be granted a one-half (1/2) step salary increase (approximately two and one-half percent [2.5%]) on the anniversary date of his/her employment/promotion until the "D.5" Step is reached. Advancement beyond the "D.5" Step is limited to unit members in regular monthly assignments of four (4) or more hours per day. The anniversary date will be established in the same manner as defined in the collective negotiations contract.

ARTICLE 7. WAGES

Section 9 (continued)

- C. **Assignment Change From Less Than Four (4) Hours to Four (4) or More Hours Per Day.** When an unit member's assignment is increased from less than four (4) hours per day to four (4) or more hours per day, the anniversary date will not change and unit members who have not reached Step "D.5" will receive a one (1) step salary increase on the next scheduled anniversary date as established in Section 9.1. Unit members on Step "D.5" will advance to Step "E.5" on their next anniversary date.
- D. **Assignment Change from Four (4) or More Hours to Less than Four (4) Hours Per Day.** When a unit member's assignment is decreased from four (4) or more hours per day to less than four (4) hours per day the anniversary date will not change and unit members who have not reached the "D.5" Step will receive a one-half (1/2) step salary increase on the next scheduled anniversary date as established in Section 9.B. Unit members on Step "E" or "E.5" remain on that step.
- E. **Merit Increments.** A regular monthly unit member eligible for service increments in accordance with Section 8.1 and who is assigned to an exempt job class (those not eligible for premium overtime pay) and whose work performance is deemed to be outstanding may be granted a one (1) step salary increase at any time upon recommendation of the Deputy Administrative Officer, Human Resource Services Division, and approval by the Board of Education. In such instances, the Deputy Administrative Officer, Human Resource Services Division, or designee, will provide written notification to the Union. When such a merit increment has been granted, a new anniversary or annual increment due date will be established if such placement is at a step less than the maximum for the job class.

Section 10: HOURLY AND DAILY PAY CALCULATIONS

Hourly pay rates for regular classified unit members on monthly salaries and for temporary unit members assigned to job classes on the regular classified salary schedule are determined by dividing the monthly rates by 173.33. (This divisor is an industry-wide norm which represents the average number of working hours in the work month.) Daily pay rates are determined by multiplying the hourly rates by the number of regular hours assigned per workday.

Section 11: PART-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS

- A. A newly hired unit member will have the initial monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. A terminating unit member will have the terminal monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. Pay so determined for that month will not exceed the unit member's regular monthly rate.
- B. A unit member who is promoted or demoted other than on the first workday of the month will have the pay for that month prorated on the basis of the number of days worked in the month in each job class. In this instance only, the daily rate will be determined by dividing the monthly salary by the number of potential workdays in the month including mandated and declared holidays.

ARTICLE 7. WAGES

Section 11 (continued)

- C. Salary reductions for all unpaid time in accordance with negotiated contracts and district policy and procedure will involve a reduction in pay at the unit member's daily rate for each day of absence. Total reductions so determined will not exceed the unit member's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of workdays in that month. Salary reductions for fifty percent (50%) sick leave will be at one-half (1/2) of the unit member's daily rate.
- D. An unit member changing mid-year from a conventional work year schedule to a year-round schedule (or vice versa) will have the conventional assignment pay calculation (based on the mid-month promotion rule above) and the year-round pay calculation (based on a daily rate) completed so as to result in equal monthly payments for the remainder of the school year.

The initial pay in the new assignment will be a balancing payment. Year-round classified unit member monthly rates are determined in the following manner: 1) The number of days of service in the traditional work year for the job class is multiplied by the daily rate, determined in accordance with the daily pay calculation method (monthly rate/173.33) X 8, to determine an annual salary. 2) Inasmuch as the year-round assignment has the same number of paid days, the annual salary so determined is divided by twelve (12) to establish the year-round monthly rate.

Section 12: COMPENSATION FOR WORKSHOP PARTICIPATION

The California or federal minimum wage rate (whichever is higher) applies to regular monthly classified unit members of the San Diego Unified School District who participate in workshops at the request of the District. This rate will be paid only for workshop participation outside the unit member's normal workdays and/or hours. Such qualifying workshop participation will be paid at the straight or overtime workshop participation rate in accordance with the rules and regulations as set forth in this Article.

Unit members who are required to attend workshops at the request of the District will be paid at their regular straight or overtime rate of pay in accordance with the rules and regulations as set forth in this Article.

Section 13: UNIT MEMBERS TRANSFERRING BETWEEN SALARY SCHEDULES

A unit member transferring between salary schedules will be placed and continued in employment in accordance with the rules and regulations of the salary schedule to which the unit member is transferring without regard to the basis for such transfer (promotion, demotion, etc.).

ARTICLE 7. WAGES

(continued)

Section 14: PROMOTION

- A. **Promotion From Another Classified Salary Schedule:** A unit member who is promoted from a position on another classified unit members' salary schedule to a position on the Paraeducator Salary Schedule with a higher maximum salary will first have his/her salary determined in the appropriate grade of the other classified salary schedule in accordance with existing regulations and then will be paid at the rate in the appropriate salary grade on either salary schedule which would provide an approximate five percent (5%) increase (exclusive of special pay additives) but not more than seven and one-half percent (7.5%) increase. In no case shall the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.
- B. **Promotion Within Paraeducator Salary Schedule.** A unit member who is promoted from one job class on the Paraeducator Salary Schedule to a higher job class will be placed on the step of the higher salary grade which is at least one full salary grade or approximately five percent (5%) (or, if there is no such step, seven and one-half [7.5%]) in amount above the unit member's salary exclusive of special pay additives at the time of promotion. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.
- C. **Next Service Increment.** If a service increment is not immediately due at the time of promotion to a higher job class, it will be granted in the higher job class on the same date it would have been granted in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the unit member has already reached the maximum step on the salary grade of the lower job class, a new service increment due date will be effective on the anniversary date (first day of the month in the month promoted for unit members promoted between the first [1st] and fifteenth [15th] of the month; first [1st] day of the month following the month promoted for unit members promoted on or after the sixteenth [16th] of the month), and additional service increments due will be granted beginning one (1) year thereafter until the maximum salary for the job class is reached.
- D. A unit member who voluntarily accepts a demotion and who is promoted to the former higher job class within thirty-six (36) months will be placed on the step of the appropriate salary grade that was held prior to such demotion.
- E. **Temporary Out-Of Class Assignments.** A unit member temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class for more than four (4) workdays within a fifteen (15) calendar-day period will receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such temporary assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by Director, Classified Personnel.

ARTICLE 7. WAGES

(continued)

Section 15: PLACEMENT IN LOWER JOB CLASS

- A. Demotions Due to Unit member Request or Disciplinary Reasons. When a permanent unit member is placed in a position in a lower job class in the same type of work at the unit member's own request or if a permanent unit member is demoted in accordance with The Employment Regulations for the Classified Service of the San Diego Unified School, the salary step placement on the salary grade for the lower job class will be that which is approximately five percent (5%) (or, if there is no such step, seven and one-half percent [7.5%]) in amount below the unit member's salary in the higher class. Unit members who reach the maximum step in the higher class or on a step in the higher class which is more than seven and one-half (7.5%) above the maximum step of the lower job class will be placed on the maximum step of the lower class. The increment due date will remain unchanged until the maximum salary for the lower job class has been achieved. If the reassignment is to a position in a lower job class with a different type of work the step placement on the salary grade for the lower job class will be at the same dollar rate. If the rate does not appear in the lower salary grade, the unit member will be placed on the step that will result in the smallest reduction in pay from the current dollar rate.
- B. Demotions Due to Classification Review or in Lieu of Layoff. When a permanent unit member is reassigned to a position in a lower job class resulting from classification review of the position, or demoted in lieu of layoff, or for some other reasons in the district's best interest, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half grade to a whole grade, or vice versa, the unit member's salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade because the maximum rate is less than the unit member's current pay rate, the unit member's salary, exclusive of any special pay additive, will be maintained as it was prior to demotion for a period not to exceed eighteen (18) months unless the maximum for the lower job class is changed to exceed the previously achieved salary. At the end of the eighteen (18) month period, the salary will be changed to the maximum for the lower job class. A permanent unit member so protected and who is assigned on a temporary basis, for up to ninety (90) calendar days, to a position in the job class from which he/she was demoted in lieu of layoff will be placed on the same salary step of the range for his/her job class as that held at the time of demotion. When such temporarily reassigned unit member is again moved to the lower job class, he/she will receive the same dollar rate as was originally protected and the original eighteen (18) month period will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.
- C Reemployment Rights for Unit Members reassigned to a position in a lower job class resulting from classification review of the position will be determined in the same manner as in Article 18, Layoff and Reemployment, Sections 8 and 9.

ARTICLE 7. WAGES

Section 15 (continued)

- D. When a probationary unit member is reassigned to a position in a lower job class for any reason, the step placement on the salary grade for the lower job class will be determined in the same manner as in Section 15.A.
- E. When a probationary unit member is permanent in a job class on a lower salary grade in the same occupational field and is reassigned to a position in a job class lower than the highest held permanent position in that occupational field due to demotion in lieu of layoff the salary protection rights in the highest held permanent position in that occupational field shall be determined in accordance with the provisions in Section 15.B.

Section 16: CLASSIFICATION STUDY

A unit member may request a classification study of his/her position by completing a Position Classification Review Form, obtaining all necessary signatures, and forwarding the request to the Human Resource Services Division in accordance with the timelines specified in District procedure 7540. Classification studies are excluded from the grievance procedure.

ARTICLE 8. HOURS OF EMPLOYMENT

Section 1: WORKDAY AND WORKWEEK

- A. The District recognizes the principle of an eight (8) hour workday and a forty (40) hour workweek for unit members employed on a full-time basis. The traditional workweek shall be Monday through Friday. For payroll accounting purposes, the traditional workweek begins on Monday at 12:00 a.m. and ends on the following Sunday at 11:59 p.m. Normally, the workweek shall consist of five (5) consecutive workdays and two (2) consecutive days off. The non-traditional workweek shall not exceed five (5) consecutive workdays starting any day other than a Monday.
- B. The District shall designate the length of the workday and workweek subject to other applicable provisions in this Contract. Each unit member shall be assigned a regular, ascertainable number of hours per week.
- C. Unit members working in Outdoor Education may be allowed to work a flexible forty (40) hour workweek schedule, not necessarily limited to the typical eight (8) hour per day shift. The site administrator shall determine flexible schedules after granting the affected unit members the opportunity to provide input.

Section 2: WORK SCHEDULE

- A. The unit member's supervisor shall establish the unit member's work schedule at the time of initial employment. A change in the work schedule is defined as the modification of a unit member's starting and/or ending time of a workday. The work schedule may be changed under the following circumstances:
 - 1. When mutually agreed to by the unit member and the supervisor.
 - 2. When a unit member is given a minimum of thirty (30) calendar days written notice prior to the effective date of a permanent change in work schedule, or five (5) workdays written notice for a temporary change in work schedule.
- B. In the event of an emergency the supervisor may modify/change the work schedule.
- C. The unit member's supervisor will discuss, with the unit member, any problems affecting the implementation of work schedule changes.
- D. Unit members may be temporarily exempt from a permanent change in work schedule providing the unit member verifies enrollment in a course in an institution of higher education or verifies childcare issues which conflict with the proposed work schedule change and which cannot be rescheduled at a time compatible with the proposed work schedule.
- E. A unit member's work schedule shall not be changed temporarily to avoid the payment of split shift or night shift differentials.

ARTICLE 8. HOURS OF EMPLOYMENT

(continued)

Section 3: INCREASES IN ASSIGNED TIME

The District retains the right to increase the assigned workday or work year for unit members, in accordance with the following procedures:

- A. Whenever the District increases the workday or work year of a position, it shall offer such increases to unit members who hold the positions being increased.
- B. In the event the incumbent who holds the position declines an offer of an increase to his/her workday or work year, other unit members in the same classification at that site may request the increase in hours and shall meet with the selecting administrator and be considered for the position first, before all others.
- C. Prior to permanent increases in the workday or work year, unit members will be provided at least thirty (30) calendar days advance written notice of the change. Exceptions may be made in emergencies or by mutual agreement of the unit member and the supervisor.
- D. The District may temporarily assign a unit member to a work schedule not routinely worked by such unit member for a maximum of thirty (30) workdays unless otherwise mutually agreed to by the unit member and the supervisor. A unit member shall not be required to accept such assignment unless notified five (5) workdays prior to the effective date of the work schedule change.

Section 4: LUNCH PERIODS

- A. Each unit member assigned for more than five (5) hours per day shall be entitled to an unpaid duty-free lunch period of thirty (30) minutes. Taking into consideration the unit member's preference and needs of the program/assignment, unit members who work more than five (5) hours, but less than six (6) hours per day, may waive their lunch period upon mutual agreement of the supervisor and the unit member.
- B. Unit members shall not be assigned standby or other duty during the lunch period and are free to leave the work location during the lunch period.
- C. In accordance with Section 4.A. above, eligible unit members assigned to more than one site shall be provided with a duty-free lunch exclusive of travel time between work locations.
- D. If the unit member's duty free lunch period is interrupted concerning work-related matters, the unit member shall be entitled to extend his/her lunch period by the same amount of time resulting from the interruption.
- E. Times when unit members may take their unpaid duty free lunch periods shall be determined by the unit member's supervisor taking unit members' preferences and program/assignment needs into consideration. Normally, the lunch period shall be as close to the middle of the shift as feasible.

ARTICLE 8. HOURS OF EMPLOYMENT

Section 4.E. (continued)

Exceptions:

Specific positions may be assigned to work a straight shift, including a paid lunch period, at the request of the department head and with the approval of the Union.

Section 5: REST BREAKS

- A. Each unit member assigned for more than three and one-half (3 1/2) hours per day shall be entitled to a fifteen (15) minute paid duty free rest break approximately midway through the work period. Unit members assigned for six (6) hours or more shall be entitled to a fifteen (15) minute paid duty free rest break approximately midway through the work period preceding the lunch period and again approximately midway through the work period succeeding the lunch period.
- B. Times when unit members may take their rest periods shall be determined by the unit member's supervisor taking unit member preferences and program/assignment needs into consideration. Unit members shall not leave the work site during rest breaks without permission in advance from their supervisors.

Section 6: SHORTENING OF THE ASSIGNED WORKDAY

Unless mutually agreed between the unit member and the supervisor, unit members shall not be permitted to shorten their workday by foregoing rest breaks and/or lunch periods.

Section 7: EARLY CALL-IN

- A. Occasionally, scheduled activities or unanticipated events may require early call-in of staff. Normally, a unit member called in to work early shall remain on duty until his/her regularly scheduled check-out time. A unit member may request permission to leave work early upon completion of his/her regularly assigned number of hours per day. Unit members shall be compensated for any overtime worked as a result of an early call-in in accordance with the overtime provisions in Article 7, Wages, Section 6, of this Contract. When unit members have been called in at irregular times, they should confer with their supervisors and arrive at a mutually acceptable schedule for the following shift(s).
- B. Supervisors shall inform the unit members if they are being requested for an early call-in or a change in work schedule.

Section 8: CALL BACK

A unit member who is required to return to duty after leaving such duty station for the day or week will be compensated for a minimum of three (3) hours. In computing overtime in connection with such situations, a reasonable amount of travel time shall be included.

ARTICLE 8. HOURS OF EMPLOYMENT

(continued)

Section 9: OVERTIME

- A. The District reserves the right to assign overtime to any unit member and to compensate unit members for overtime worked in accordance with Article 7, Wages, Section 6. Under normal circumstances, unit members will be given twenty-four (24) hours advance notice of the need to work overtime. In emergencies, this advance notice will not be required. To the extent possible, ordinary overtime work and the method of compensation (either overtime pay or compensatory time off) shall be by mutual agreement between the unit member and the supervisor.
- B. When it is not practical or feasible to supplement the existing trained personnel in key jobs with temporary or redirected personnel, the District may mandate overtime in these key jobs for extended periods of time. The supervisor or designee must approve peak period overtime.
- C. Except in an emergency, unit members will not normally be assigned overtime if they have used sick leave on the same workday that the overtime work is available.
- D. When compensatory time is agreed upon, the unit members shall be provided the opportunity to take such time off within six (6) months of accrual. If a unit member requests to take compensatory time off and the request is not granted during the six (6) month period, the unit member shall be paid for the accrued compensatory time. Compensatory time off records should be maintained in the appropriate department/site office.

Section 10: BUS MONITORS

The following provisions shall pertain solely to unit members in the classification of Bus Monitor, Transportation Services Department.

- A. The District shall be permitted to average the daily hours of the workweek providing that the total hours assigned for the week is at least equal to the unit member's guaranteed salaried hours.
- B. The District agrees that any change in assigned hours will be preceded by a minimum of five (5) calendar days notice to the unit member, except as described below:
 - 1. In the case of an emergency,
 - 2. By mutual agreement of the unit member and his/her supervisor, or
 - 3. With three (3) school days notice for a change that begins with a coord (route schedule) starting on a day other than Monday.

ARTICLE 8. HOURS OF EMPLOYMENT

Section 10 (continued)

- C. The District shall be permitted to create assignments that fall within the following hours of availability and maximum spreads.
 - 1. For a 15-hour per week a.m. assignment: Between the hours of 5:30 a.m. and 10:00 a.m. with a maximum spread of four (4.0) hours.
 - 2. For a 15-hour per week p.m. assignment: Between the hours of 11:00 a.m. and 5:00 p.m. with a maximum spread of four and one-half (4.5) hours.
- D. The District shall be permitted to require unit members in this classification to use an automated timekeeping system to record daily check-ins and check-outs.
- E. The District agrees to provide prorated sick leave, vacation leave, and holiday benefit adjustments to a unit member when the actual average daily hours exceed the unit member's guaranteed salaried hours by one-half hour per day or more. Such adjustments shall be done on a monthly basis.
- F. The work year for unit members in this classification assigned on a ten- (10-) month basis shall be two-hundred and seven (207) consecutive days in paid status (including holidays).
- G. All new benefited positions of more than four (4) hours, increase in hours of current positions, and extended year work assignments, when they exist, shall be offered to unit members in this classification by seniority on a first-right-of-refusal basis.
- H. Light Duty Program for Bus Monitors
 - 1. Bus Monitors who are returning from sick leave or occupational injury or illness leave and cannot perform their usual and customary job duties shall be eligible for light duty.
 - 2. The District is committed to make reasonable accommodation for Bus Monitors returning from injury or illness leave to allow them to perform their usual and customary assignments. When reasonable accommodation is not possible, light duty alternative assignments, without loss of regular pay, will be offered accordingly:
 - a. Light duty assignments are made for an initial thirty (30) calendar day period.
 - b. At the end of thirty (30) calendar days, the assignment will be reviewed. The District may extend the assignment for a second thirty (30) calendar day period for Bus Monitors with occupation-related injury or illness.
 - c. The light duty assignment may be discontinued or changed if the Bus Monitor's restrictions are modified by his/her health care provider.
 - d. The District and the Union will identify light duty assignments. Assignments may include work outside of the Bus Monitor classification.

ARTICLE 8. HOURS OF EMPLOYMENT

Section 10.H. (continued)

- e. The assignment of light duty work to an injured Bus Monitor will not result in the displacement or reduction in hours for any classified employee.
- f. Bus Monitors shall be given five (5) calendar days notice prior to any change to the light duty hours of assignment.
- g. The District may limit the number of available light duty assignments. If the number of Bus Monitors qualifying for light duty assignments exceeds the available work, priority will be given to Bus Monitors with occupation-related injury or illness.

ARTICLE 9. HEALTH AND WELFARE BENEFITS

CHANGES HAVE BEEN MADE TO THIS ARTICLE

Please review the Memorandum of Understanding titled
“Changes to the Health and Welfare Benefits Plans and
Eligibility Requirements”.

Section 1: ELIGIBILITY

- A. Eligible unit members are those active unit members in paid status in monthly salaried positions of one-half ($\frac{1}{2}$) time or more or those unit members on paid leaves receiving fifty percent (50%) or more of full salary. Unit members on district-approved unpaid leaves may continue their medical, dental, vision and/or life insurance coverage by remitting the required fee to the District. Unit members in monthly salaried positions of less than one-half ($\frac{1}{2}$) time have the option to enroll for medical plan coverage by paying the required fee on a tenthly pro-rata basis.
- B. Eligible dependents are:
 - 1. A unit member's legal spouse who has not entered a final decree of divorce or an annulment from the unit member and is not on active duty as a member of the armed forces or an unmarried unit member's same-sex domestic partner who is not on active duty as a member of the armed forces and is not legally married to another individual. It is understood that same-sex domestic partner coverage shall be subject to all eligibility rules and requirements established by the San Diego County Schools Voluntary Employee Benefits Association (VEBA) and that such rules and requirements shall extend to all plans and coverages provided in this Article whether contracted through VEBA, self-funded by the District or directly contracted by the District. (A unit member's domestic partner and the domestic partner's children are not eligible for life and accident insurance coverage.) At such time as legal marriage, recognized by the State of California, is available to same-sex domestic partners, the Parties agree to review and modify the eligibility rules and requirements as necessary to provide that only legally married domestic partners shall be eligible.
 - 2. A unit member's unmarried child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her nineteenth (19th) birthday, is not covered for benefits as an employee, and is not on active duty as a member of the armed forces.
 - 3. A unit member's unmarried child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at least nineteen (19) years of age but less than twenty-five (25) years of age (less than twenty-three [23] years of age for optional dependent life insurance), is primarily dependent upon the unit member for support and maintenance, and attends an accredited college, university, or vocational/technical school as a full-time student. The vocational/ technical school must be approved by the State Department of Education.
 - 4. A unit member's unmarried child (including any stepchild, child of the unit member's domestic partner, legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at least nineteen (19) years of age, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of mental retardation or physical handicap incurred prior to age nineteen (19).

C. Effective date and termination of coverage:

1. Coverage commences on the first day of the month following the first day of paid service in a monthly salaried position.
2. Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later.
3. Unit member coverage terminates on the last day of the month following the month in which paid service in a monthly salaried position ceases except that if such paid services ceases in June or July, coverage will continue through September 30 of the same year.
4. Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.

D. If a unit member does not enroll for coverage for self and eligible dependents under a district-sponsored medical, dental, and/or vision plan within thirty-one (31) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next open enrollment period in November of each year.

Unit members are advised to give serious consideration to the consequences of waiving health benefits for themselves and/or their eligible dependents.

Section 2: MEDICAL BENEFITS PLANS

- A. It is mutually agreed between the Parties that medical benefits will be offered solely through the San Diego County Voluntary Employee Benefits Association (VEBA).
- B. The Parties agree to enter into a Participation Agreement that will commit to participation in the VEBA throughout the life of this Contract.
- C. The Kaiser, Aetna QPOS (Point of Service) and the Aetna Patriot V HMO plan shall be the plans adopted by the Board of Directors of the San Diego County Voluntary Employee Benefits Association (VEBA), and shall remain in full force and effect for the remainder of this Contract, unless amended in accordance with the rules and regulations of the VEBA and subject only to modifications made by the VEBA in accordance with the Participation Agreement and the VEBA Governance Document.
- D. Effective January 1, 1999, the District will provide three (3) medical benefit plan options under the VEBA program to eligible unit members and eligible dependents:
 1. Kaiser Foundation Health Plan A with no office copay and a \$5.00 Prescription Drug benefit.
 2. Aetna Patriot V HMO. Effective January 1, 2003, Health Net HMO.
 3. Aetna QPOS (Point of Service). Effective January 1, 2003, Health Net POSSB (Point of Service).
- E. The District shall pay the full cost of the VEBA medical plan option selected. In the event that the Parties mutually agree to select an alternative benefits program, the District shall pay the full cost of the agreed-upon medical plan options.

Section 3: DENTAL BENEFITS PLANS

- A. The District will provide three (3) dental benefit plan options to eligible unit members and eligible dependents:
 - 1. San Diego City Schools Dental Benefits Plan.
 - 2. Western Dental Plan.
 - 3. DentiCare.
- B. The District shall pay the full cost of the dental plan option selected.
- C. The San Diego City Schools Dental Benefits Plan in effect prior to the effective date of the Contract shall be amended on January 1, 1999, to provide for coordination of benefits between two (2) covered employee spouses or same-sex domestic partners who are also enrolled as one another's dependents.
- D. The Western Dental Plan option in effect immediately prior to the effective date of this Contract shall remain in full force and effect for the duration of this Contract unless otherwise agreed to by the Parties.
- E. The DentiCare Plan option in effect immediately prior to the effective date of this Contract shall remain in full force and effect for the duration of this Contract unless otherwise agreed to by the Parties.
- F. Effective July 1, 1992, a unit member who retired on or after June 1, 1992, or who retired prior to that date and has maintained continuous coverage under a district-sponsored dental plan as a COBRA beneficiary through June 30, 1992, may continue participation in a district-sponsored dental plan by remitting payment to the Employee Services Department at the contribution rates established by the District.

Section 4: LIFE INSURANCE

- A. The Fortis Benefits Insurance Company group term life insurance policy equal to annual salary or seven thousand five-hundred dollars (\$7,500.00), whichever is greater, in effect immediately prior to the effective date of this Contract shall remain in full force and effect for the duration of this Contract. Annual salary shall be the monthly salary in effect on the last day of paid service times the number of months in the unit member's normal assignment year.
- B. Unit members may purchase, through payroll deduction, additional unit member and dependent life insurance under conditions specified by the carrier and the District. The carrier for this coverage shall be TransAmerica Life Assurance Company. The plan shall provide various levels of coverage which the unit member may choose to purchase, portability, and the payment of accelerated death benefits to terminally ill unit members/dependents.

Section 5: VISION INSURANCE

The Vision Service Plan in effect immediately prior to the effective date of this Contract shall remain in full force and effect for the duration of this Contract.

Section 6: GENERAL

- A. Benefits of the San Diego City Schools Dental Benefits Plan referred to in Section 3 will be district-funded. The district-funded benefit fund will be subject to full guarantees as to its separate integrity from other district funds, and the fund shall be subject to audit by the internal auditor, independent district contract auditors, and the County auditor/controller.

The Board of Education, as an elected body, shall provide for the management and control of the funds as a public trust. Either Party may request a quarterly meeting for audit review purposes.

- B. Medical, dental, and/or vision records of unit members and their dependents relating to benefit claims shall be maintained only in the offices of the medical, dental, or vision providers/carriers or third party administrators contracted to provide claims processing and review services.
- C. Under the medical, dental, and vision plans provided under this Contract, each spouse can cover the other as a dependent provided they are both employee members of the plan. Dependent children may be covered as dependents under both parents.
- D. A mutually agreed-upon claims processing company shall be selected to process claims under the self-funded dental plan of the District.
- E. Unit members and unit members on leave of absence enrolled in the medical plans referred to in Section 2 or the dental plans referred to in Section 3 may elect to change plans only during the annual open enrollment period in November. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Section 2 or the dental plans referred to in Section 3 may elect to change plans only during the annual open enrollment period in November.
- F. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- G. A spouse of a deceased unit member or a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees Retirement System at the time of his or her death) may continue participation in the medical and dental plans referred to in Sections 2 and 3. To qualify under this provision, all of the following requirements must be met:
 1. The unit member or retiree must have been covering his/her qualified dependents under one (1) of the medical or dental plans referred to in Sections 2 and 3 at the time of his/her death.
 2. The spouse must notify the Employee Services Department within thirty-one (31) days of the date when coverage would normally terminate that coverage should be continued.
 3. Required contributions must be received by the Employee Services Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District.
- H. Unit members who are separated due to a reduction in force may continue their group medical coverage for up to eighteen (18) calendar months from the date coverage would have normally terminated by paying the required fee to the District (COBRA).

Section 7: RETIREE MEDICAL BENEFIT FUND

- A. The Retiree Medical Benefit Fund for unit members in the Paraeducator bargaining unit in effect immediately prior to the effective date of this Contract shall remain in full force and effect for the duration of this Contract except that effective October 1, 1997 and each year thereafter the District shall deposit to this fund an amount equal to the prior year's deposit, increased by the same percentage by which the salary schedule is increased as set forth in Article 7, Section 1, less advance deposits, if any, as described in Paragraph F below. This fund shall be used exclusively to reduce the monthly contributions paid by eligible retirees participating in a district-sponsored group medical plan by the amount established by Paragraph E.
- B. Effective October 1, 1997, the deposit to the fund shall be sixty-four thousand and twelve dollars (\$64,012) annually adjusted by general salary increases. The deposit shall form the new base annual deposit for the fund pursuant to Section 7.A. above.
- C. A retiree who meets all of the following conditions will be eligible for this benefit:
 - 1. The unit member, immediately upon separation from the District, began to receive a disability or service retirement benefit from the Public Employees Retirement System (PERS) or the State Teachers' Retirement System (STRS).
 - 2. The unit member had seventeen (17) years of paid monthly salaried service with the District (excluding unpaid leaves of absence).
 - 3. The unit member's retirement effective date with PERS or STRS is on or after June 1, 1988.
 - 4. The unit member is under age sixty-seven (67) as of the retirement effective date with PERS or STRS except that retirees age sixty-five (65) and over whose retirement effective date occurred after June 30, 1998, shall be required to enroll in/purchase both Parts A and B of Medicare to continue in this program.
 - 5. The unit member was covered under a district-sponsored group medical plan as a unit member immediately prior to the retirement effective date under PERS or STRS and chose to maintain coverage under such plan as a retiree by executing the appropriate form and making the required contribution to the District.
- D. Eligibility for this benefit shall cease at the end of the month in which the retiree dies, reaches age, sixty-seven (67) or ceases to make the required contributions, whichever occurs first. The retiree may continue coverage in the district-sponsored medical plan beyond age sixty-seven (67) by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.
- E. Annually, a new reduction in the monthly contribution shall be established by dividing the total amount of money in the fund (after the deposit made in accordance with Paragraph F) by the expected number of eligible retirees, divided by twelve (12). Effective May 1, 1998, such amount shall not exceed one-hundred and twenty-five dollars (\$125) monthly. Effective January 1, 1999, such amount shall not exceed one hundred and thirty-five dollars (\$135) monthly. Effective July 1, 1999, such amount shall not exceed one hundred and thirty-five dollars (\$135) monthly for retirees with single coverage or one hundred and forty-five dollars (\$145) for retirees covering eligible dependents. Effective January 1, 2000, such amount shall not exceed one hundred and forty-five (\$145) monthly for retirees with single coverage or one hundred and fifty dollars (\$150) monthly

for retirees covering eligible dependents. Effective January 1, 2001, such amount shall not exceed one hundred and fifty-five dollars (\$155) monthly for retirees with single coverage or one hundred and sixty-five dollars (\$165) monthly for retirees covering eligible dependents.

- F. If at any time the fund balances are not sufficient to provide for the monthly reduction established in Paragraph E, the District shall make advance deposit(s) as necessary to the fund to provide for the continuation of the established reduction through September 30 of the same year. If advance deposit(s) is (are) made, then on October 1, the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous October 1.
- G. The Board of Education, as an elected body, shall provide for the management and control of the fund as a public trust. Either Party may request a quarterly meeting for audit review purposes.

Section 8: DISTRICTWIDE HEALTH BENEFIT COMMITTEE

- A. The Parties agree to the appointment of a Districtwide Health and Welfare Benefit Advisory Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall meet in accordance with a meeting schedule established by the Committee.
- B. The Committee will review district health and welfare benefit programs and have the opportunity to meet with plan providers and outside consultants to become informed on the plan provisions, financing, agreements with providers and other appropriate plan details.
- C. The Committee may develop advisory recommendations from time to time regarding modifications to the health and welfare benefit programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group.
- D. The Committee shall review and make necessary recommendations regarding all contracts with carriers prior to adoption by the Board of Education.
- E. The Committee will seek and evaluate a rate quote for dental coverage through the VEBA trust in each year of this Contract.

Section 9: FLEXIBLE SPENDING ACCOUNTS

Effective January 1, 1997, the District shall implement Health and Dependent Care Flexible Spending Accounts (FSAs) in accordance with Section 125 of the Internal Revenue Code. Unit members eligible to avail themselves of this program are those unit members in paid status in monthly salaried positions of one-half (1/2) time or more and those in job share assignments.

The FSA Plan year shall be the calendar year. An annual election period shall be held during the month of November. Following the initial election period in November 1996, the elective period for newly eligible unit members shall be the thirty-one (31) day period following the date they first become eligible. During each election period, eligible unit members shall make a written election to decline or to participate in this Program. Unit members who do not elect to participate when first eligible will not have the opportunity to do so until the next annual election period.

During an election period, unit members who wish to participate shall designate the portion of their calendar year salary which they wish to have redirected to a Health and/or Dependent Care FSA (up to a maximum per plan year of two-thousand dollars [\$2,000] per unit member for a Health Care FSA and a

maximum of five-thousand dollars [\$5,000] per family for a Dependent Care FSA). Such amount shall serve to reduce the unit member's salary on a pro-rata basis each month except July and August.

TRI-AD Actuaries, Inc., shall administer the FSAs. In accordance with IRS regulations, any money remaining in a unit member's FSA ninety (90) days after the close of the plan year shall be forfeited and shall be used by the District to offset the administrative costs of the Program. The Union reserves the right to review annually district records pertaining to any savings/expenses related to this Program.

Section 10: CALPERS 457 DEFERRED COMPENSATION PROGRAM

Unit members will be allowed to participate in the CalPERS 457 Deferred Compensation Program as established pursuant to sections 21670 through 21685 of the Government Code of the State of California and is intended to constitute an "eligible deferred compensation plan" within the meaning of section 457 of the Federal Internal Revenue Code. Unit members wishing to participate shall fill out the required documents and forms and submit them to the District Fiscal Control Department for processing. Unit member Participation will be limited to the Deferred Compensation Program Plan Document and all State and Federal tax laws.

ARTICLE 10. SAFETY CONDITIONS OF EMPLOYMENT

Section 1: MUTUAL RESPONSIBILITY

The Union and the District agree a safe and healthy work environment for all unit members is essential to conduct District operations efficiently and effectively. All Parties agree to be aware of inherent workplace hazards and to comply with federal, state, and local law and district health and safety practices. The Parties further agree occupational safety and health concerns and practices shall be reviewed on a continual basis in staff meetings and other appropriate forums. District safety policies and procedures establish supervisors as the key action contact for safety and health issues. Unit members are strongly encouraged to resolve safety or health concerns with their supervisors.

Section 2: SAFE AND SANITARY FACILITIES

The District agrees to maintain schools and other work locations in a safe and sanitary condition and shall not knowingly violate applicable provisions of state and federal laws relating to health, safety, and fire.

Section 3: SAFETY TRAINING, EQUIPMENT AND DEVICES

- A. The District agrees to furnish safety equipment and devices required to maintain a safe and healthy environment for its employees and to comply with all local, state, and federal statutes regarding such safety items. In turn, all unit members agree to comply with all safety rules, procedures, and precautions and to use all furnished or required safety equipment or devices. The Union agrees to cooperate wherever possible in encouraging unit members to adhere to the spirit of this Section.
- B. The District agrees to provide unit members in Special Education the safety equipment and safety supplies required by law.
- C. The District agrees to provide unit members, where appropriate, with safety equipment such as disposable gloves, protective clothing, etc.
- D. The District will provide all unit members exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Such training will include, but not be limited to:
 1. Procedures to prevent the spread of contagious diseases,
 2. Operation of video display terminals (VDT),
 3. Correct lifting procedures, which shall include the proper use of lifting equipment and assisted lifting techniques,
 4. Physical restraint of students,
 5. Safety training on all special education equipment prior to its use.

ARTICLE 10. SAFETY CONDITIONS OF EMPLOYMENT

Section 3 (continued)

- E. Bargaining Unit Members working in high risk positions and/or exposed to life-threatening, contagious diseases during the performance of their duties shall be provided adequate health protection.
- F. The District shall present all Bargaining Unit Members with annual on-site first aid and/or health-related training.

Section 4: SITE SECURITY PLAN

Each site supervisor will be responsible for the development of a site security plan to protect unit members from unauthorized intrusions or criminal activity on the site. Unit members at the site will be given the opportunity to provide input in the development of the plan. A copy of the site security plan will be posted and provided upon request to each unit member.

Section 5: DISTRICT EMERGENCY PROCEDURES

During the first month of school, principals and supervisors will annually inform all unit members of the location of District Emergency Procedures relating to assault and/or battery, insults, threats, child abuse, molestations, natural disasters and suicide threats. Each site supervisor shall discuss with unit members any changes in these procedures, as well as on-site work rules.

Section 6: PHYSICAL THREAT OR ASSAULT/BATTERY

- A. Bargaining Unit Members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.
- B. Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member or who violates the District Zero Tolerance Policy shall be suspended, expelled or otherwise disciplined in accordance with District student discipline or Zero Tolerance procedures.
- C. The supervisor and other district personnel with assigned responsibilities shall take appropriate action and shall inform the unit member affected of the action taken. The appropriate actions shall be specified in a district emergency procedure that defines the actions to be taken and fixes the responsibility for the actions.
- D. Site administrators shall notify unit members of students assigned to their classrooms who have been convicted of serious offenses and/or have been formally suspended at other schools as soon as such information becomes available.

ARTICLE 10. SAFETY CONDITIONS OF EMPLOYMENT

(continued)

Section 7: NOTIFICATION OF UNSAFE WORK CONDITIONS

- A. Bargaining Unit Members shall notify their supervisors of unsafe or unsanitary conditions at any district work location or in any district vehicle. Unless an emergency exists, the report shall be made on a form supplied by the District. No reprisal of any kind shall be taken against a unit member as a result of reporting an unsafe or unsanitary work condition.
- B. Supervisors shall promptly investigate any report of unsafe or unsanitary conditions. Within two (2) workdays of the completion of the investigation, the unit member shall be provided written notice of the findings of the investigation and of any proposed remedy. If the unit member believes a safety or health problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation and any findings with the union representative in an attempt to resolve the issue.
- C. No unit member shall be required to work in unsafe/unsanitary work conditions.
- D. Upon request, a unit member shall be provided a consultation with the Director of Classified Personnel or designee, and/or a district physician to discuss job-related health concerns.

Section 8: REFUSAL TO WORK UNDER UNSAFE CONDITIONS

Bargaining Unit Members may refuse to work in any situation which places him/her in imminent physical danger or significantly endangers his/her health. In all such cases, the unit member shall first report the condition to the site administrator or supervisor who will, as soon as possible, have an evaluation made of the complaint. While the evaluation and determination of the complaint is being made, the unit member(s) will be given other assignments. Dependent upon the findings of the evaluation, the site administrator or supervisor shall inform the unit member(s) to return to the original assignment or shall inform the unit member of an alternate assignment.

Section 9: PUPIL TRANSPORTATION

Unless listed as a requirement in the position description, no unit member will be required to transport students in a privately-owned vehicle. Any activity to which a unit member transports students in the unit member's private automobile must be approved by the principal or department head. The District's general liability insurance shall cover the unit member while acting within the scope of his/her employment including the transportation of students. The limit of the District's liability when an unit member uses his/her own car shall be as follows:

1. The District's insurance coverage shall take effect only after the owner's insurance company, as the prime carrier, has paid.
2. If the unit member is driving his/her car and is found negligent in the event of an accident with injury, District insurance shall cover the medical expenses for the occupants of the owner's automobile; however, there is no District coverage for physical damage to the owner's automobile. Therefore, unit members who transport students should carry appropriate automobile insurance coverage.

ARTICLE 11. TRANSFER AND REASSIGNMENT POLICIES

Section 1: INITIATION AND APPROVAL OF TRANSFERS AND REASSIGNMENTS

- A. Transfer. A transfer is a voluntary change of a unit member from one site or program to another site or program. A permanent or permanent/probationary unit member may request a transfer within the same job classification or to a different classification.
- B. Administrative Reassignment. An administrative reassignment is an involuntary change of assignment of a unit member from one site or program to another site or program. The unit member's supervisor may initiate an administrative reassignment.

The approval of the Director, Classified Personnel, or his/her designee, is required before a transfer or administrative reassignment is accomplished.

Section 2: TRANSFERS

- A. Transfer Process. To receive consideration for a transfer, the unit member must request the transfer in accordance with procedures issued by the Human Resource Services Division. A separate request shall be made for each classification desired.
- B. Transfer to different classification. A unit member may request a transfer to a position in a different classification if the position has the same or lower maximum rate of pay and is deemed to be sufficiently related in terms of skills, knowledge, and abilities.
- C. Transfer requests. The Human Resource Services Division shall forward to the appropriate supervisor, a list of all unit members in alphabetical order, who have filed a transfer request.
- D. Interview by supervisor. Whenever a vacancy is to be filled, the requesting supervisor shall first review, and consider, all pending transfer requests; however, the vacancy may be filled from another source as deemed appropriate by the Director, Classified Personnel.
 1. If the supervisor decides to interview eligible candidates, he/she shall interview an equal number of eligible unit members from the appropriate transfer list unless there are not enough transfer requests to match the number of eligible candidates.
 2. As soon as possible after completion of the interview and selection process, the supervisor or designee will notify all interviewed transfer and eligible unit member candidates as to whether or not they were selected.

Section 3: ADMINISTRATIVE REASSIGNMENT

- A. The unit member's supervisor may request an administrative reassignment when he/she deems a reassignment would be in the best interest of the unit member or the District. The supervisor must meet with the unit member to discuss the proposed reassignment. The reasons for the reassignment shall not be arbitrary or capricious.

ARTICLE 11. TRANSFER AND REASSIGNMENT POLICIES

Section 3 (continued)

- B. Before any request for an administrative reassignment is acted upon, the unit member must be advised in writing (with copies provided to the Director, Classified Personnel) that an administrative reassignment is being recommended and the reasons for the reassignment.
- C. Upon request, within ten (10) workdays of receipt of the notice of a proposed reassignment, the unit member will be provided an opportunity to meet with the Director, Classified Personnel and the supervisor to discuss the proposed reassignment.
- D. Efforts will be made to implement reassessments in a timely manner. However, approved reassessments will be implemented with consideration given to site/department needs, unit member preferences and availability of appropriate vacancies.

Section 4: PERFORMANCE EXPECTATIONS

At the time of hire or upon appointment to a new classification, each unit member shall be given a copy of his/her official district job description and information about the District's Performance Evaluation Report form and job performance standards (defined as the factors on the Performance Evaluation Report form). Any changes in performance standards or expectations will be made known in writing to all affected unit members before implementation.

Section 5: RETURN TO FORMER CLASSIFICATION

A permanent unit member who has vacated a position to accept a promotion and who during the first thirty (30) calendar days of the probationary period requests to return to his/her former classification shall be reinstated to the former position, if vacant. Should the former position not be available, the unit member will be placed in a position equal in classification to the former position, provided an appropriate vacancy exists.

Section 6: ORDER OF REASSIGNMENT

- A. Unit members who must be reassigned due to declining enrollment or reduction in staff shall be reassigned in order of least seniority within the job classification, unless a more senior volunteer in that class is available. Unit members in the affected classifications should be made aware of the opportunity to volunteer for the reassignment. Normally a more senior unit member shall not be permitted to volunteer for reassignment without the approval of the Director, Classified Personnel if the unit member is currently on an action plan or is facing pending disciplinary action. A unit member being reassigned shall not be required to participate in the competitive interview process.
- B. Unit members reassigned under this provision will be given their choice of existing vacant positions in their classification with equal or greater number of hours or if no such vacancy exists, unit members may exercise their rights under Article 18, Layoff and Reemployment. If neither of these options results in a job placement, unit members shall be provided an interview for the first vacant position within any classification for which the unit member meets the minimum job qualifications. The right to a job interview shall be limited to the first thirty (30) calendar days following the effective date of the elimination of the unit member's original position.

ARTICLE 11. TRANSFER AND REASSIGNMENT POLICIES

(continued)

Section 7: SCHOOL CONSOLIDATION

When schools in adjacent attendance zones are consolidated, the classified staffing for the resulting school(s) shall be accomplished as follows:

- A. The District shall identify the authorized positions for the consolidated school(s) by classification, special training, and experience appropriate to program needs.
- B. Unit members in all of the schools affected by the consolidation may request placement in any of the identified position openings for which they have the required classifications, training, and experience.
- C. Up to five (5) Paraeducator position vacancies shall be selected by the principal or site supervisor from incumbent qualified unit members in the affected schools.
- D. For position vacancies other than those referred to in Section 7.C. above, incumbent qualified unit members will be selected in order of their seniority.
- E. Unit members reassigned under this provision will be given their choice, by seniority within classification, of existing vacant positions in their classification with equal or greater number of hours or if no such vacancy exists, unit members may exercise their rights under Article 18, Layoff and Reemployment. If neither of these options results in a job placement, unit members shall be provided an interview for the first vacant position for which the unit member qualifies. The right to a job interview shall be limited to the first thirty (30) calendar days following the effective date of the elimination of the unit member's original position. If additional authorized positions are created by the consolidation, selection of additional unit members shall be accomplished under the provisions of the Employment Regulations for the Classified Service of the San Diego Unified School District.

ARTICLE 12. LEAVE POLICIES

Section 1: SCOPE OF LEAVE POLICIES

The District will provide to eligible unit members the leaves set forth in this Article and any other leaves mandated by state law.

Section 2: SICK LEAVE

- A. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury or exposure to contagious disease as set forth in the California Education Code and for the unit member's medical, dental or vision appointments.
- B. Full-time unit members shall accrue eight (8) hours of sick leave for each month of employment in their assignment year. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full time. Unit members working on a single-track year-round calendar shall accrue the same amount of sick leave on an annual basis as unit members working on a traditional calendar.
- C. Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay which would have been received had the unit member served during the day.
- D. Full-salary sick leave not used shall be accumulated from year to year without limit.
- E. New unit members of the District accrue sick leave from the first (1st) of the month in which employed, provided their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave accrual starts the following month. Sick leave will be accrued to the end of the month for a terminating unit member, provided the last day of service is on or after the sixteenth (16th) of the month. Sick leave will be accrued to the end of the previous month if the terminating unit member's last day of service is on or before the fifteenth (15th) of the month.
- F. Unit members may apply for sick leave benefits in advance of accrual up to a maximum of the current fiscal year's entitlement. Terminating unit members who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of the unearned sick leave taken.
- G. In addition to full-salary sick leave, each unit member shall be entitled to one-hundred (100) half-salary sick leave days each fiscal year. The combination of full-salary and half-salary sick leave shall not exceed the following limits:

nine (9) month unit members	109 days
ten (10) month unit members	110 days
eleven (11) month unit members	111 days
twelve (12) month unit members	112 days

ARTICLE 12. LEAVE POLICIES

Section 2.G. (continued)

Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted. This Section G shall not apply to unit members having full-salary sick leave in excess of the limits shown above.

- H. When a permanent unit member exhausts both full-salary and any half-salary sick leave allowances, he/she may request a health leave of absence without pay for a definite period of time not to exceed one (1) year, subject to renewal for a period up to a total of two (2) years. Requests must be accompanied by a physician's statement of incapacity. Return to duty is dependent upon the physician's statement of recovery.
- I. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under the District's sick leave plan.
- J. A unit member shall notify his/her supervisor or designee of any intended absence. One notice to the unit member's supervisor or designee of the unit member's intent to be off consecutive workdays shall meet the requirements for notification for the entire period absent if so specified at the time of initial notice. The supervisor may require the unit member to explain and/or provide proof that notification was not possible.
- K. While absent on sick leave, unit members normally replaced by a substitute shall notify their supervisor or supervisor's designee of their absence at least one-half (1/2) hour prior to the beginning of the workday, unless conditions make notification impossible. All unit members shall notify their supervisor/designee prior to the beginning of the shift unless conditions make notification impossible.
- L. Unit members shall notify their supervisor/designee of their intended return from absence as soon as known.

Section 3: SICK LEAVE INCENTIVE

- A. Those unit members having perfect attendance (not using their annual sick leave allotment of 9, 10, 11, or 12 sick leave days) during one complete fiscal year (July 1 through June 30) shall be entitled to one (1) paid day of leave for personal, professional improvement (PPI) during the next fiscal year.
- B. Attendance records for determining a unit member's eligibility for a personal, professional improvement (PPI) day will be maintained by the site or department where the unit member works. The (PPI) day requires prior approval of the department head or principal.
- C. The personal, professional improvement day does not accrue from year to year and must be taken prior to June 30. If a unit member's request for the use of the (PPI) day is denied and the denial results in the loss of the (PPI) day, the unit member shall be paid for the day.

ARTICLE 12. LEAVE POLICIES

Section 3 (continued)

- D. Unit members using personal necessity leave for religious holiday observances (maximum of three [3] per fiscal year) will continue to be eligible for the sick leave incentive. Unit members using industrial accident leave (up to sixty [60] days) as approved by the workers compensation carrier shall be eligible for the attendance incentive as long as no other disqualifying absences are taken.

Section 4: SCHEDULED HOLIDAYS

- A. The following paid holidays will be observed:

Independence Day	Christmas
Labor Day	New Year's Eve Holiday
Admission Day*	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Lincoln Day
Post Thanksgiving Holiday	Washington Day
Pre- or Post-Christmas Holiday	Memorial Day

*A one (1) day floating holiday in lieu of Admission Day. Eligible unit members are those unit members who are in a paid status at any time during the month of September. This floating holiday is to be used at any time on or after Admissions Day with the prior approval of the principal or department head. This holiday does not accrue from year to year and must be taken by June 30 of the fiscal year in which it is earned. Year-round school unit members may take their floating holiday beyond June 30 of the fiscal year, but prior to the end of the school year.

- B. Unit members in part-time positions shall be paid for holidays in proportion to the time their employment bears to a full-time position.
- C. Actual dates of observance for the duration of this contract for the holidays enumerated in this Section shall be established by the District in consultation with the Union.

Section 5: VACATION

- A. Unit members in full-time positions shall earn paid vacation in accordance with the following schedule:

YEARS OF DISTRICT SERVICE	MONTHS OF DISTRICT SERVICE	VACATION HOURS PER MONTH	VACATION DAYS PER YEAR		
			12 MONTH	11 MONTH	10 MONTH
1 - 4	1 - 48	8.00	12.0	11.0	10.0
4 - 9	49 - 108	10.40	15.6	14.3	13.0
9 - 10	109 - 120	11.07	16.6	15.2	13.8
10 - 11	121 - 132	11.74	17.6	16.1	14.6
11 - 12	133 - 144	12.41	18.6	17.0	15.5
12 - 13	145 - 156	13.08	19.6	17.9	16.3
13 +	157 or more	13.60	20.4	18.7	17.0

ARTICLE 12. LEAVE POLICIES

Section 5 (continued)

- B. Unit members in part-time positions shall earn vacation in proportion to the time their assignment bears to a full-time position.
- C. The maximum accumulation of vacation shall be 328 hours for each unit member. Each unit member shall be responsible for monitoring his/her own vacation balance to ensure that it does not exceed the maximum accumulation. A unit member may be required by his/her supervisor to use vacation in order to avoid reaching the maximum accumulation.
- D. Unit members who have reached the maximum accumulation of vacation, or may exceed the maximum accrual allowed during the next pay period, will be provided with the opportunity to use earned vacation leave. If a unit member request is denied and the denial results in the loss of accumulated leave, the unit member shall be paid for the actual amount of accrued vacation time lost.

This provision shall apply only to those unit members who have reached the maximum accumulation of vacation leave or to unit members who may exceed the maximum vacation accrual rate during the next pay period.

- E. Upon separation, a unit member shall be entitled to a lump sum payment for all accumulated but unused vacation hours. Unit members who terminate before serving six (6) months shall not be entitled to any accumulated vacation.
- F. Unit members shall schedule their vacation at the convenience of the District and with the approval of the principal, department head, or division head, except that unit members may be required to take their vacation during winter and spring recess periods.
- G. A unit member, who while on vacation, has a death in the immediate family as defined in Article 12, Section 6, shall have the right to use bereavement leave and, if necessary, personal necessity leave be substituted for vacation during each day affected.
- H. A unit member who, while on vacation, has suffered a disability, injury or illness shall have the right to use sick leave credits to substitute for vacation during each day of such disability. A statement from a licensed physician fulfilling these requirements may be requested by the supervisor.
- I. Permanent ten (10) and eleven (11) month unit members in the second through sixth year of vacation entitlement will be permitted to accumulate a negative vacation hours balance. Full-time unit members can accumulate a maximum negative balance of forty (40) hours. Part-time unit members can accumulate a maximum negative balance equal to five (5) months of vacation accrual to a maximum of forty (40) hours. When negative vacation balances exceed forty (40) hours, or if a unit member separates with a negative balance, the payroll docking process occurs.

ARTICLE 12. LEAVE POLICIES

(continued)

Section 6: IMMEDIATE FAMILY

Immediate family as used in this Article shall include the following relatives of the unit member or the unit member's spouse: spouse, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, domestic partner, or any relative living in the unit member's household. Mother and father include stepmother, stepfather and court-appointed legal guardians.

Section 7: PERSONAL NECESSITY LEAVE

A total of eight (8) days of sick leave benefits per fiscal year may be used for cases of personal necessity as follows. At the unit member's request, this leave may, instead, be charged to vacation:

- A. Death in the Immediate Family. Personal necessity leave may be used after bereavement leave benefits are exhausted.
- B. Death of a Close Friend or Relative (Not Included in the Definition of Immediate Family). Unit members may use one (1) day per fiscal year to attending the funeral of a close friend or relative not included in the definition of immediate family.
- C. Accident. A unit member may be released from duty when an accident involving the unit member, his/her immediate family, or property requires attention during scheduled work hours. The unit member may also be released from duty when his/her home is in imminent danger such as fire or flood.
- D. Court Appearance. When a unit member appears in court as a litigant or as a witness and is excused from court appearance before serving three-fourths (3/4) of his/her normal shift, the unit member is required to return to work for that number of hours which, when added to the time of court appearance, equals the unit member's normal shift for the day .
- E. Family Illness. The supervisor may require verification by a physician if during duty hours a unit member needs to be present during a serious or critical illness of an immediate family member.
- F. Religious Holiday. A unit member will be granted up to three (3) religious holidays of his/her faith per fiscal year, provided that notification is given to the supervisor at least five (5) workdays in advance of the religious holiday. The supervisor may require proof of observance.
- G. Birth or Adoption of a Child. A father, upon the birth of his child, and parents, upon the adoption of a child, may use personal necessity leave.
- H. Circumstances Beyond Unit Member's Control/Acts of Nature. A unit member may be precluded from reporting for duty as a result of unpredictable and verifiable acts of nature or any other unpredictable and verifiable circumstance beyond the unit member's control.

ARTICLE 12. LEAVE POLICIES

Section 7 (continued)

- I. Family School Partnership Leave. Participation in the unit member's children's school activities as described in Section 14 of this Article.
- J. Personal/Family Responsibility. Unit members may use up to three (3) days of Personal Necessity Leave in order to attend to a compelling personal/family responsibility which requires the presence of the unit member during the workday.

Section 8: LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

- A. Long-term leave of absence without pay may be granted to permanent unit members for a period of up to one (1) year, and may be extended for a total period not to exceed two (2) full school years (twenty-four [24] months from the beginning date of the leave except as otherwise provided in this Section). The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave and, except in cases of emergency, should give notice prior to the date on which the leave is to begin. Probationary unit members are eligible for pregnancy leaves. Probationary unit members may be eligible for military leave providing they have rendered at least one year of prior paid service to the District in any capacity.
- B. Leaves may be granted for:
 1. Professional Study. A professional study leave may be granted to a unit member for a formal education program which offers a potential benefit to the District and the unit member. The District may require proof of the unit member's registration and participation in the formal education program.
 2. Travel. Travel leaves may be granted for educational purposes.
 3. Opportunity Leave. Unit members may be eligible for an opportunity leave for the purpose of improving job-related skills and knowledge benefiting the unit member and the District.
 4. Service to Other Public Agencies. Unit members may serve another public agency in a capacity benefiting the District and the unit member which may include elected or full-time public service positions. (This provision applies to charter schools operated as or by a non-profit corporation)
 5. Other Leaves. Unit members may be granted leave for other purposes that benefit the District.
 6. Service to Professional Associations (Excluding Employee Associations). Unit members may be granted a leave for the purpose of serving a local, state, or national professional organization in an elected or staff capacity.

ARTICLE 12. LEAVE POLICIES

Section 8 (continued)

C. Leaves shall be granted for:

1. **Parental Leave.** A leave of absence without pay will be granted for the purpose of childbearing, adoption, and/or child rearing. The following types of parental leaves are available:
 - a. **Pregnancy.** A unit member who is pregnant will be entitled, upon request, to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.
 - b. **Male Parental Responsibility.** A male unit member is entitled, upon request and verification of his child's birthdate, to a long-term parental leave to begin at any time between the birth of his child and one (1) year thereafter.
 - c. **Adoption.** A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving de facto custody of said child or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.
2. **Home Responsibility Leave.** An unpaid leave of absence may be granted when there is a demonstrable need for the service of a unit member in caring for a member of his/her immediate family as defined in Section 6 of this Article.
3. **Opportunity to Substitute.** A unit member on parental leave or home responsibility leave of absence may be employed as a day-to-day substitute.
4. **Health Leave.** Upon exhaustion of all paid leaves, a health leave without pay will be granted to a permanent unit member upon submission of a physician's statement of the unit member's incapacity. Return to duty is dependent upon a physician's written approval to resume normal duties as reviewed by the District's physician in consultation with the unit member's physician.
5. **Family Care Leave.**
 - a. For purposes of this section only, the following definitions shall apply:
 - (1) **Child** means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a unit member standing "in loco parentis" who is either under eighteen (18) years of age or is an adult dependent child.
 - (2) **Parent** means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood "in loco parentis" to the unit member when the unit member was a child.

ARTICLE 12. LEAVE POLICIES

Section 8.C.5.a. (continued)

- (3) Spouse means the legal husband or wife, or domestic partner of a unit member.
 - (4) Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.
 - (5) Health Care Provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which he/she practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services.
- b. An unpaid Family Care Leave shall be granted, subject to the restrictions set forth in this section, to a unit member who has served the District for at least one (1) continuous year and has provided at least one-thousand two-hundred fifty (1,250) hours of service in the twelve (12) month period prior to the request for such leave. Family Care Leave may be granted only for the following reasons:
- (1) Birth of a child of the unit member;
 - (2) Adoption of a child by the unit member;
 - (3) Foster care placement of a child with the unit member;
 - (4) Care of a child, parent, spouse, or domestic partner who has a serious health condition; or
 - (5) Unit member's own serious health condition.
- c. Any Family Care Leave a unit member takes will be counted concurrently towards the unit member's annual leave entitlements under the Federal Family and Medical Leave Act of 1993 (29 U.S.C. §§ 2601 et seq) (except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions) and the California Family Rights Act of 1991 (Government Code § 12945.2), as amended.
- d. Duration of Leave. The Family Care Leave shall not exceed a total of twelve (12) workweeks within a twelve (12) month period, as calculated from the first date on which the unit member utilizes such leave.

ARTICLE 12. LEAVE POLICIES

Section 8.C.5. (continued)

- e. Family Care Leave for Birth, Adoption, or Foster Care.
 - (1) Family Care Leave granted for the birth, adoption, or foster care placement of a child must be initiated within one (1) year of that birth, adoption, or foster care placement. Such leave shall not be taken intermittently or on a reduced workload schedule.
 - (2) If both parents of a child are employed by the District, their Family Care Leave related to the birth, adoption placement, or foster care of the child shall be limited to a total of twelve (12) workweeks during a twelve (12) month period. These unit members will continue to be eligible to take the remainder of their individual twelve (12) week allotment for Family Care Leave for a purpose other than the birth, placement for adoption, or foster care of a child.
- f. Family Care Leave Related to Serious Health Condition of, Unit Member, Spouse, Domestic Partner, Parent, or Child. Leave related to the serious health condition of the unit member or his/her child, parent, spouse, or domestic partner may be taken intermittently or on a reduced workload schedule when medically necessary. In such a case, the unit member may be required to take the leave for periods of particular duration of the planned medical treatment.
- g. Request for Family Care Leave. If the need for Family Care Leave is foreseeable, the unit member shall provide written notice and request for such leave at least thirty (30) calendar days in advance. If the need for Family Care Leave is not known thirty (30) calendar days prior to the date the leave must begin, the unit member shall provide written notice and request for such leave within two (2) workdays of learning of the need for the leave. In the case of an emergency, when written notice and request for leave cannot be provided in advance, written notice must be provided as soon as practicable. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member should make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of District operations, subject to the approval of the appropriate health care provider.
 - (1) In conjunction with any written notice and request for Family Care Leave due to the serious health condition of the unit member or to care for a child, spouse, domestic partner, or parent who has a serious health condition, the unit member must submit to his/her immediate supervisor certification from the health care provider of the person requiring care that includes:
 - (a) Date the serious health condition commenced;
 - (b) Probable duration of the condition;

ARTICLE 12. LEAVE POLICIES

Section 8.C.5.g.1. (continued)

- (c) Estimate of the amount of time the health care provider believes the unit member needs to care for the individual, if the leave is due to the serious health condition of a child, spouse, domestic partner, or parent; and
 - (d) Statement that the serious health condition either warrants the participation of the unit member to provide care or renders the unit member unable to perform his/her job functions.
- (2) If Family Care Leave is required beyond the initial estimated date provided by the health care provider, the unit member shall submit a new written notice and request for Family Care Leave before any additional leave will be granted. In addition, the unit member must submit a new certification from the relevant health care provider.
- (3) If the District has any reason to doubt the validity of any health care provider's certification, the District may require, at its own expense, that the unit member obtain the opinion of a second health care provider designated by the District. In the event the second health care provider's opinion differs from the original certification, the District may require, at its own expense, that the unit member obtain the opinion of a third health care provider approved jointly by the District and the unit member . The opinion of the third health care provider shall be final and binding on the District and the unit member.
- h. Return to Work. As a condition of reinstatement for a unit member who has taken Family Care Leave because of his or her own serious health condition, the unit member must provide the District with a certification from his/her health care provider certifying that the unit member is able to resume work.
- i. Reinstatement to Position. A unit member returning from a Family Care Leave shall be reinstated to the same position he/she held when the leave began or to an equivalent position with equivalent pay and other terms and conditions of employment. The District, however, shall not be required to reinstate unit member's returning from a Family Care Leave if, during the unit member's leave, the same or comparable position ceases to exist because of legitimate business reasons and, had the unit member not taken Family Care Leave, he/she would not otherwise have been employed at the time reinstatement is requested. A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to his/her seniority. Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member.

ARTICLE 12. LEAVE POLICIES

Section 8.C.5. (continued)

- j. Concurrency with Sick Leave and Vacation. All Family Care Leave is unpaid. The exceptions are that:
 - (1) A unit member may elect or the District may require the unit member to utilize accrued vacation in lieu of unpaid status; and
 - (2) If the unit member is taking Family Care Leave due to his/her own illness, the unit member may elect, or the District may require the unit member to utilize accrued sick leave hours for Family Care Leave in lieu of unpaid status.
 - k. Seniority Rights. Unit members shall continue to accrue seniority while on leave.
 - l. Health and Welfare Benefits. The District shall continue to provide the health and welfare benefits as provided in Article 9 during the Family Care Leave to a unit member who is otherwise eligible for such benefits. However, a unit member who fails to return from such leave or who works less than thirty (30) days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the unit member does not return to work is due to the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to additional Family Care Leave (either affecting the unit member or the unit member's child, spouse, domestic partner, or parent) or other circumstances beyond the control of the unit member. The District, however, will not provide such health benefits for a unit member for any leave period beyond twelve (12) weeks unless these benefits are specified by other provisions of this Agreement such as paid illness leave.
- D. The unit member will retain any prior sick leave accumulated, but will not accumulate additional sick leave rights during the unpaid leave of absence.

Section 9: REINSTATEMENT UPON RETURN FROM LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

- A. Health and Pregnancy Leaves. A unit member returning from a long-term health or pregnancy leave of absence without pay of twelve (12) weeks or less shall be returned to his/her former position. A unit member returning from a long-term health or pregnancy leave of absence without pay in excess of twelve (12) weeks shall be:
 - 1. Returned to the position formerly held, if vacant;
 - 2. Returned to a vacant position of equal classification level and of similar requirements of ability and skills; or

ARTICLE 12. LEAVE POLICIES

Section 9.A. (continued)

3. May request voluntary acceptance of a vacant position in an equal or lower salary grade, providing the unit member meets the minimum qualifications for the position.

A unit member will continue to accrue seniority while on health or pregnancy leave. A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to his/her seniority. Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member.

- B. Parental Leaves (Male Parental Responsibility and Adoption) and Home Responsibility Leave. A unit member returning from a long-term parental or home responsibility leave of absence without pay of twelve (12) weeks or less shall be returned to his/her former position. A unit member returning from a long-term parental or home responsibility leave of absence without pay in excess of twelve (12) weeks shall be:

1. Returned to the position formerly held, if vacant
2. Returned to a vacant position of equal classification level and of similar requirements of ability and skills; or
3. May request voluntary acceptance of a vacant position in an equal or lower salary grade, providing the unit member meets the minimum qualifications for the position.

A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to his/her seniority. Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member.

- C. Professional Study Leaves. A unit member returning from such leave shall be:

1. Returned to the position formerly held, if vacant;
2. Returned to a position of equal classification level and of similar requirements of ability and skills, if available;
3. May request voluntary acceptance of a position in a lower salary grade, if available; or
4. If none of these alternatives is available, when vacancies occur in his/her job class, the unit member shall be considered with the top ten (10) eligibles for his/her job class for one (1) year.

Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member. If not selected for a regular position during the one (1) year, the unit member shall be terminated.

ARTICLE 12. LEAVE POLICIES

Section 9 (continued)

- D. Travel, Opportunity, Service To Other Public Agencies, Service To Professional Associations (Excluding Employee Associations) and Other Leaves. Upon expiration of the authorized leave, the unit member shall be placed in the top ten eligibles for his/her job class for one (1) year. When vacancies occur in his/her job class, the unit member shall be considered with the top ten (10) eligibles.

Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member. If not selected for a regular position during this one (1) year, the unit member shall be terminated.

Section 10: PERSONAL BUSINESS ABSENCE

A. Two-Hour Absence (Paid)

A unit member may be excused from duty subject to the approval of the supervisor for personal business for up to two (2) hours in any workday without loss of pay. For unit members working less than six (6) hours, the two (2) hours shall be reduced proportionately.

B. Two-Day Absence (Paid)

1. Unit members may use up to two (2) days per fiscal year of accumulated sick leave for personal business. These days may be used at the unit member's discretion. Normally, forty-eight (48) hours advance notice shall be required and such leave may not be used the day prior to or after a holiday or school recess period. Such leave shall not be used to participate in any concerted activities.
2. Use of personal business absence will adversely affect the unit member's eligibility for the sick leave incentive.

C. One-Month Absence (Unpaid)

When urgent personal reasons demand a unit member's absence, the unit member may be excused from duty without pay for a period not to exceed one (1) month with the prior approval of the supervisor.

Section 11: ABSENCE ON DISTRICT BUSINESS

Absence with/without loss of salary and with/without expenses may be authorized. Absence with loss of salary would apply in those cases where the unit member's salary was paid by another public agency.

ARTICLE 12. LEAVE POLICIES

(continued)

Section 12: BEREAVEMENT LEAVE

Absence without loss of salary for a period not to exceed four (4) days, or five (5) days if out-of-state travel is required, or if in-state travel is required in excess of a two-hundred and fifty (250) mile radius, may be granted to a unit member upon the death of a member of his/her immediate family (or that of the spouse).

Section 13: MILITARY LEAVE

- A. A unit member shall be granted a military leave of absence for the period of required service. A unit member granted military leave of absence who has a minimum of one (1) year of service with the District immediately prior to the date on which the leave begins shall be entitled to receive his/her salary for the first thirty (30) calendar days of military duty.
- B. Unit members assigned less than a twelve (12) month work year should request military duty training orders for periods other than their assigned work year or provide satisfactory documentation that this requirement could not be satisfied.
- C. Return from Long-Term Military Leave. The unit member, upon release from active duty, shall have the right to return to his/her position after release from active military duty in accordance with the following:

<u>Length of Military Service</u>	<u>Requirement of Unit Member to Return to Work</u>
1 - 30 Days	First scheduled workday following release from active military duty
31 - 180 Days	Within fourteen (14) calendar days of release from active military duty
181+ days	Within ninety (90) calendar days of release from active military duty

Upon such return, the unit member shall have all rights and privileges he/she would have enjoyed if he/she had not been absent due to service in the armed forces; however, the unit member shall not be entitled to salary for the period he/she was on leave except as noted in Section 13A.

ARTICLE 12. LEAVE POLICIES

(continued)

Section 14: FAMILY SCHOOL PARTNERSHIP ACT LEAVE

A unit member who is a parent, guardian, or custodial grandparent of one or more children in Kindergarten through Grade 12 shall be permitted to take up to forty (40) hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of his/her children attends under the following circumstances:

- A. The unit member may elect to utilize existing vacation (if applicable), personal business leave, personal necessity leave, or time off without pay for this purpose.
- B. The unit member shall give reasonable advance notice to his/her immediate supervisor of the planned activity including the date and anticipated duration of the unit member's absence.

Section 15: JURY DUTY

The District agrees to grant to unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours.

- A. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court.
- B. The District shall require verification of jury duty time prior to or subsequent to providing compensation for time spent on jury duty.
- C. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required as specified below.
 1. A unit member called for jury service or examination on a regularly scheduled workday shall be excused from work that day if the actual time of jury service or examination equals or exceeds three-fourths (3/4) of the hours in the unit member's normal shift.
 2. If excused from jury service or examination before serving three-fourths (3/4) of the hours in the unit member's normal shift, the unit member shall be required to return to work for that number of hours which when added to the time of jury service or examination equals the unit member's normal shift for that day.

Section 16: COURT APPEARANCE

- A. Unit members who are required to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member, may request leave without loss of salary. Proof of appearance in court shall be required. Unit members are required to return to work during any day or portion thereof which court appearance is not required as specified below.

ARTICLE 12. LEAVE POLICIES

Section 16 (continued)

- B. A unit member called for court appearance on a regularly scheduled workday shall be excused from work that day if the actual time of court appearance equals or exceeds three-fourths (3/4) of the hours in the unit member's normal shift. If excused from court appearance before serving three-fourths (3/4) of the hours in the unit member's normal shift, the unit member shall be required to return to work for that number of hours which when added to the time of court appearance equals the unit member's normal shift for that day.

Section 17: UNION CONFIRMATION

The District agrees to provide the Union with copies of all long-term leave of absence recommendation letters submitted for Board of Education approval.

Section 18: HEALTH, DENTAL, VISION AND LIFE INSURANCE FOR UNIT MEMBERS ON UNPAID LEAVES

A unit member on an unpaid leave of absence may elect to continue the District' sponsored health, dental, vision and/or life insurance plan in which he/she was enrolled immediately prior to going on a leave. Unit member's electing such coverage shall deposit with the District the required premiums for the elected coverage in advance.

Section 19: CLASSIFIED CATASTROPHIC LEAVE BANK

- A. The purpose of the Classified Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by unit members suffering from a catastrophic illness or injury.
- B. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from performing his/her duties.
- C. Membership in the Catastrophic Leave Bank
 - 1. The unit member who wishes to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one full salary vacation day to the bank during the designated donation period(s) which shall occur annually during the month of May. Following the initial donation period, additional donations shall be requested only when the balance in the bank drops below two hundred (200) days. However, nothing herein shall preclude any eligible unit member from donating to the bank at any time.
 - 2. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.

ARTICLE 12. LEAVE POLICIES

Section 19.C. (continued)

3. The unit member acknowledges that the donation is irrevocable.
 4. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.
 5. Donations to the Catastrophic Leave Bank will not adversely affect a unit member's eligibility for the sick leave incentive provided under this Contract.
- D. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:
1. The unit member must have exhausted all paid leaves, except half-salary sick leave.
 2. The unit member must have donated at least one (1) full salary sick leave or one (1) full vacation day to the Bank. This provision may be waived for unit members who are suffering from a catastrophic illness or injury and have exhausted all paid leaves on the effective date of this Contract.
 3. The unit member must submit a written application to withdraw days from the Bank to the Division Head or designee, Human Resource Services Division using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The Division Head or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.
 4. The Parties encourage unit members who may be eligible for disability payments under the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to apply for benefits at their earliest opportunity. Upon approval of PERS or STRS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.
- E. General Provisions.
1. Withdrawal of Days from the Catastrophic Leave Bank
 - a. Applicants may request up to twenty (20) full salary, donated leave days from the Catastrophic Leave Bank. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.
 - b. Applications will be accepted and processed on a first-come, first-served basis.

ARTICLE 12. LEAVE POLICIES

Section 19.E.1. (continued)

- c. Unit members may receive only one credit of forty (40) days in any fiscal year. Any unit member who has accessed forty (40) days in any one (1) fiscal year shall not be approved for additional withdrawals from the bank in a subsequent fiscal year until all other pending applications have been processed.
 - 2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.
 - 3. Unit members receiving compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.
 - 4. A unit member whose application for paid catastrophic leave is denied may request that the decision be reviewed by the Contract Administration Committee (CAC). The CAC shall ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member's application. The CAC's decision shall be final and binding.
 - 5. Days from the leave bank shall be authorized on a first-come, first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.
- E. This program shall be reviewed annually, and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Union and adoption by the Board of Education.
- F. The provisions of Sections 19.D.3. and 19.E.4. which relate to the application process and the approval of applications for the use of days from the leave bank shall not be subject to the grievance procedures contained in Article 15 of this Contract.

ARTICLE 13. PERFORMANCE EVALUATION PROCEDURE

Unit members will not be scheduled for regular performance evaluations and will be considered as meeting job performance standards unless a special performance evaluation (commendation or counseling) is performed as described in Section 4 of this Article. Scheduled performance evaluations will be limited to probationary and permanent/probationary unit members.

Section 1: PURPOSE OF EVALUATION

The District and the Union agree that evaluation is the careful, systematic appraisal of unit member work performance through the use of Performance Evaluation Reports. The evaluation process is a method of measuring a unit member's performance against the standards of the position (defined as the factors on the Performance Evaluation Report Form).

Section 2: SCHEDULED PERFORMANCE EVALUATIONS

- A. At the time of hire or upon appointment to a new classification, each unit member shall be given a copy of his/her official district job description and information about the district's performance evaluation report form, procedure and job performance standards.
- B. Probationary and Permanent/Probationary (as defined in Article 5) unit member's performance evaluation reports shall be completed any time prior to the end of the sixth (6th) month and at least one (1) month prior to completion of the probationary period. For the purposes of this Section, a permanent unit member who is probationary in classification shall be evaluated in the same manner as a probationary unit member.
- C. The supervisor will prepare the performance evaluation report for discussion with the unit member. During this conference, the unit member and supervisor will review the evaluation which may result in its modification.

Section 3: COUNSELING

Supervisors shall notify and counsel unit members in a timely manner of any unacceptable or deteriorating performance that may, if not corrected, affect their performance evaluation or lead to a special evaluation.

Section 4: SPECIAL PERFORMANCE EVALUATION

- A. A special performance evaluation report for a unit member may be prepared at any time by his/her supervisor. Such evaluation reports may be used to provide a record of either a deterioration or an improvement in unit member performance or for recording formal commendations for outstanding performance.
- B. The supervisor will give the unit member at least two (2) work days notice of a scheduled special performance evaluation meeting.

ARTICLE 13. PERFORMANCE EVALUATION PROCEDURE

Section 4. (continued)

- C. If a special evaluation indicates that the unit member's performance is not meeting standards, the evaluation shall include supporting documentation and a written action plan that specifies improvements needed and reasonable and mutually agreed to timelines for improvement. The supervisor shall conduct subsequent counseling and provide assistance to improve the unit member's performance.
- D. At least one (1) follow-up evaluation shall be administered pursuant to the timelines established in the action plan to assess whether or not the unit member's performance has improved.

Section 5: MISCELLANEOUS PROVISIONS

- A. Signing of the performance evaluation report may not necessarily mean the unit member is in agreement with the evaluation but shall signify that he/she has reviewed the evaluation and has received a copy of it. All performance evaluation reports will be forwarded to the unit member's permanent personnel file.
- B. Less-than-effective performance evaluation reports shall be based upon information which is supported by documentation.
- C. Performance evaluation reports will not impact a unit member's right to request a transfer.
- D. Any changes in performance standards (defined as the factors on the performance evaluation report form) will be made known in writing to affected unit members before implementation.

Section 6: EVALUATION APPEALS

Performance evaluation reports express the judgment and opinions of supervisory authority, and as such are grievable only to the extent that the evaluation procedure was not followed. Within thirty (30) calendar days from the completion of the performance evaluation report, a unit member who believes that he/she has been unfairly or improperly evaluated shall have the right to submit to the supervisor a written signed rebuttal to the report which shall be attached to the performance evaluation report and included in the unit member's permanent file. In addition, any unit member who has reason to question any aspect of his/her performance evaluation report has a right to review of his/her case by the performance evaluation reviewer (supervisor's supervisor).

ARTICLE 14. UNIT MEMBER DISCIPLINE

The continued employment of any permanent unit member is contingent upon proper performance of assigned duties and personal fitness. The district will administer discipline progressively whenever possible.

Section 1: GROUNDS FOR DISCIPLINE

The following are declared to be causes of suspension, demotion, or dismissal of any permanent unit member:

- A. Unsatisfactory performance.
- B. Insubordination.
- C. Failure to obey reasonable regulations or directives.
- D. Willful and persistent violation of the Education Code, these Regulations, district policies, and/or procedures.
- E. Conviction of a felony.
- F. Conviction of a misdemeanor involving moral turpitude.
- G. Dishonesty.
- H. Immoral conduct.
- I. Use of or under the influence of alcohol or illegal drugs while on duty.
- J. Falsification of application information or other documents submitted to the district.
- K. Political activity during assigned duty hours.
- L. Persistent discourteous treatment of employees, supervisors, the public, or others.
- M. Physical or mental incapacity.
- N. Absence from duty without leave.
- O. History of and continuing absences.
- P. Chronic failure to observe work hours.
- Q. Loss of required licenses or certifications.
- R. Sexual harassment.

Section 2: PRE-DISCIPLINARY CONFERENCE

Prior to any recommended disciplinary action being instituted, unit members shall be notified in writing of the allegations against them and shall be provided with the opportunity to respond to the allegations at a pre-disciplinary conference with the Director of Classified Personnel or designee. Unit members shall be informed of their right to representation at the conference.

Section 3: SUSPENSION OF UNIT MEMBER FOR REASONABLE CAUSE

For reasonable cause, the Superintendent of Public Education or designee may suspend, without pay, a permanent classified unit member for a period of not more than twenty-two (22) workdays. The unit member shall be furnished with a written statement of the reasons for such suspension, which shall be equivalent to a written accusation within three (3) workdays after being notified of suspension.

ARTICLE 14. UNIT MEMBER DISCIPLINE

(continued)

Section 4: APPEAL FROM SUSPENSION

A permanent unit member who has been suspended may request a hearing before a hearing officer by following the procedure in Section 8. The hearing shall be conducted as provided for in Section 9. The decision of the hearing officer in each case shall be final.

Section 5: SUSPENSION DUE TO ACCUSATION OF CRIME

Upon the filing of a complaint, information, or indictment that a permanent unit member has committed any serious or violent crime, the Superintendent of Public Education may recommend to the Board of Education the suspension of the unit member without pay. The period of the recommended suspension shall not extend for more than ten (10) calendar days after the date the court judgment is entered. The unit member shall be provided a written statement of the reason for the suspension within three (3) workdays after being notified of the suspension. The statement shall be equivalent to a written accusation specified in Section 6 of this Article.

The unit member shall be subject to loss of pay for the period of the suspension unless the court adjudges the unit member not guilty, or unless the complaint, information, or indictment is dismissed. In such a case, the district shall pay the unit member's full compensation for the period of the suspension provided the unit member notifies the district of the disposition of the case and returns to service immediately. A unit member suspended pursuant to this paragraph may be subject to further action under this Article upon disposition of the criminal case against the unit member.

Any unit member suspended pursuant to this Section shall continue to receive the unit member's regular salary during the period of the suspension if the unit member furnishes the district with a suitable bond or other security acceptable to the Governing Board. The bond or security is a guarantee that the unit member will repay the district the amount of salary received during the period of the suspension if the employee is convicted of the charges or fails or refuses to return to service following an acquittal or dismissal of the charges. If the unit member is acquitted of the offense or the charges are dismissed, the district will reimburse the unit member for the cost of the bond upon the unit member's return to service with the district.

Section 6: DEMOTION OR DISMISSAL

For any of the causes enumerated in Section 1 of this Article, the Superintendent of Public Education may recommend to the Board of Education that a permanent employee be demoted or dismissed. The Superintendent of Public Education, when recommending such demotion or dismissal, shall file a written accusation with the Board of Education. The written accusation will be sufficiently definite to enable the accused unit member to prepare a defense on the merits of the case.

ARTICLE 14. UNIT MEMBER DISCIPLINE

Section 6. (continued)

The Board of Education shall receive the recommendation of the Superintendent of Public Education or designee and shall either:

- A. Approve the recommendation, directing the unit member be notified that the unit member shall be demoted or dismissed from the employ of the district unless the unit member requests a hearing within five (5) work days after receipt of the written accusation or,
- B. Disapprove the recommendation, in which event the unit member shall be continued as an unit member of the district, without prejudice as to the recommendation of the Superintendent of Public Education to dismiss the unit member.

Section 7: WRITTEN NOTICE

The Superintendent of Public Education or designee shall give the unit member written notice of the action of the Board of Education on the recommendation for dismissal or demotion within five (5) workdays after the Board meeting at which action was taken. This notification shall include:

- A. A statement that the unit member shall be demoted or dismissed unless the unit member requests a hearing within the specified time;
- B. A copy of the accusation or charges in ordinary and concise language setting forth the specific acts and/or omissions upon which the accusation or charges are based. It should also include a statement of the cause or reason for the action taken and if it is claimed that an unit member has violated a rule or regulation of the district, this rule or regulation should also be set forth;
- C. A statement of the unit member's right to a hearing on the charges, including a statement of the time within which the hearing may be requested; and
- D. A card or paper, the signing and filing of which shall constitute a request for hearing, and a denial of all charges.
- E. The notice shall be either hand delivered or sent via certified mail, return receipt requested. Hand delivered notices must be signed by the unit member to acknowledge receipt.

Section 8: REQUEST FOR HEARING

A permanent unit member who has been recommended for demotion or dismissal may request a hearing before a hearing officer within five (5) workdays after receipt of a copy of the written accusation by filing with the Board of Education the "Request for Hearing and Answer" included with the written accusation. Requests for a hearing may be made only on the following grounds:

- A. That the procedures set forth in this document have not been followed by the Board of Education or its officers.

ARTICLE 14. UNIT MEMBER DISCIPLINE

Section 8. (continued)

- B. That sufficient cause does not exist to justify the action of the Board of Education.
- C. That there has been an abuse of discretion.

Section 9: CONDUCT OF HEARING

A hearing officer will begin the hearing within fifteen (15) workdays from the day a written request for hearing and a written answer to the charges is received by the Board of Education. The hearing date may be continued for one (1) time at the request of the district or the unit member with the approval of the hearing officer upon the showing of good cause. Additional continuances may be obtained by mutual agreement of the parties involved. The hearing will be confined to the reasons for action set forth by the Superintendent of Public Education or designee in the written charges and to relevant defenses set forth in the appeal. Equal opportunity will be afforded the Board of Education and the unit member to present evidence. The findings of the hearing officer will be rendered in writing to the unit member and the Board of Education within seven (7) workdays after the hearing is closed. The decision of the hearing officer in each case is final and effective on the date when rendered.

Section 10: LIMITATION ON NUMBER OF HEARINGS

A suspended, demoted, or dismissed unit member shall be entitled to only one (1) hearing before a hearing officer on the same reasons on which such unit member's suspension, demotion, or dismissal was based. Wherever this Article requires that an unit member be furnished with written papers of any kind, such requirements will be deemed to have been satisfied if an envelope containing such written papers has been deposited in certified mail addressed to the unit member at the last address of official record with the district within the time specified in the particular Section of this Article.

Section 11. HEARING OFFICER SELECTION

- A. Hearing officers shall be appointed for a term of office of three (3) years beginning on the first day of July following the appointment and ending on the thirtieth (30) day of June three (3) years later, except when a vacancy occurs, in which case the appointment shall be for the unexpired term of office. On or before the first day of July of the year in which a term expires, or as often as vacancies shall occur, nominations for appointment as an hearing officer shall be made in rotation by the President of the Civil Service Commission of the County of San Diego, and the President of the Civil Service Commission of the City of San Diego.
- B. No person appointed as a hearing officer may be an employee of the district at any time during his/her term of office.
- C. Upon request for appeal hearing, one hearing officer shall be assigned to hear the case. Hearing officers shall be assigned to cases on a rotating basis. If the selected hearing officer is for some reason unable to serve, the next hearing officer in rotation will be assigned the case.

ARTICLE 14. UNIT MEMBER DISCIPLINE

(continued)

Section 12: COSTS OF HEARING

- A. The hearing officers may receive a stipend commensurate with services rendered. The amount of any stipend shall be established by separate action of the Board of Education whose discretion in this matter shall be complete and final. If the appeal is denied, the appellant shall share equally in the cost of the stipend for the Classified Employees Hearing Officer. Any unit member who is financially unable to pay his/her share of the cost of the stipend may petition the Deputy Administrative Officer, Human Resource Services Division, for relief therefrom. This petition shall be in the form of a letter in which the employee sets forth the reasons for the request for relief. The Deputy Administrative Officer, Human Resource Services Division, shall act to grant or deny the request and his/her decision shall be final.
- B. The district shall provide, free of charge, a place for the hearing.
- C. The district shall provide, free of charge, the necessary clerical assistance and shall pay the necessary miscellaneous costs of the hearing.
- D. For any appeal hearing, the district agrees to release employees without loss in compensation up to a single complainant and up to two (2) witnesses, unless otherwise mutually agreed between the parties.
- E. The district shall provide for a record of the hearing either with an electronic recording or with a court reporter.

Section 13: ABSENCE WITHOUT PERMISSION CONSTITUTING RESIGNATION

Absence from duty without permission for five (5) consecutive workdays shall be deemed a resignation from the district and shall be officially recorded as such. If the absent unit member makes an explanation of the absence that is satisfactory to the Deputy Administrative Officer, Human Resource Services Division, or designee within twenty-two (22) calendar days following the fifth workday of unauthorized absence, such unit member may be restored to the position.

Section 14: DEMOTION OF PERMANENT/PROBATIONARY UNIT MEMBER

A unit member in permanent/probationary status may be recommended by the employee's supervisor for demotion for failure to meet the standards of the position. A permanent/probationary unit member recommended for demotion by the unit member's supervisor shall be provided with a written notice of the recommended demotion by the Director of Classified Personnel. The notice shall state the reason for the recommendation and shall advise the unit member that the unit member may request a hearing with the Director of Classified Personnel to rebut the charges. A request for a meeting shall be filed with the Director of Classified Personnel within five (5) workdays upon receipt of the notice of demotion.

ARTICLE 14. UNIT MEMBER DISCIPLINE

Section 14 (continued)

The unit member may appeal the decision of the Director of Classified Personnel to the Deputy Administrative Officer, Human Resource Services Division, within three (3) workdays of the decision of the Director of Classified Personnel. The request for the meeting with the Deputy Administrative Officer, Human Resource Services Division, shall be made through the Director of Classified Personnel. The Deputy Administrative Officer, Human Resource Services Division, or designee, shall hear the appeal and issue a written decision within five (5) workdays of the meeting with the unit member.

Section 15: RELEASE OF PROBATIONARY UNIT MEMBER

A probationary classified unit member may be released by the Director of Classified Personnel for not meeting district standards at any time during the probationary period according to the following procedures:

- A. Notice of release from probationary status will be sent to the unit member via U.S. mail, return receipt requested, or personally delivered to the unit member.
- B. The release from probationary status will be effective on the date of the notification to the unit member.

Section 16: EXCLUSION

The provisions of this Article are not subject to the grievance procedure

ARTICLE 15. GRIEVANCE PROCEDURE

Section 1: DEFINITIONS

- A. **Grievance:** A claim by one or more specifically-named unit members or by the Union that there has been a violation, misinterpretation, or misapplication of a specific provision of this Contract which personally and adversely affects the grievant(s).
- B. **Group Grievance:** May be filed when there are mutually-agreed common questions of fact pertaining to each grievant.
- C. **Grievant:** A unit member, a group of unit members, or the Union.
- D. **Party in interest:** Is an employee of the District who might be required to take action, or against whom action might be taken, in order to resolve a grievance.
- E. **Division Representative:** The Deputy Administrative Officer, Human Resource Services Division.
- F. **Workday:** Any day when the central administrative offices of the District are open for business.

Section 2: LEVEL ONE: INFORMAL RESOLUTION IMMEDIATE SUPERVISOR

A grievant and his/her supervisor, or other district administrator if appropriate, shall attempt to resolve contractual differences or dissatisfactions in a collaborative and problem-solving mode as soon as possible, but such resolutions must be in accordance with the provisions of this Contract.

Section 3: LEVEL TWO: PRINCIPAL/DEPARTMENT HEAD

- A. If a satisfactory resolution of the problem is not reached through the informal resolution process, the grievant may file a grievance with his/her principal/department head or other district administrator, if appropriate.

The grievance shall be filed within fifteen (15) workdays from the date the grievant learned of, or reasonably should have known of, the act or omission giving rise to the grievance.

- B. The grievance shall be filed on a form provided by the District and made available by the union representative or Human Resource Services Division. The written grievance shall contain:
 1. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
 2. Citations of the provision or provisions of this Contract which are alleged to have been violated, misinterpreted or misapplied.

ARTICLE 15. GRIEVANCE PROCEDURE

Section 3.B. (continued)

3. A listing of the reasons why the supervisor's proposed resolution of the problem is unacceptable.
 4. A listing of the specific action(s) requested of the District which will afford an appropriate remedy to the grievant.
- C. Upon receipt of the written grievance, the supervisor or district administrator shall schedule a meeting to discuss the issues raised in the grievance. The meeting shall be conducted within ten (10) workdays from the date the grievance is received by the administrator. The purpose of this meeting shall be to explore all sides of the issues giving rise to the grievance and to attempt to find a mutually acceptable solution. The grievant shall have the right to be accompanied by his/her union representative at all scheduled meetings.
1. If a mutually acceptable resolution is reached at the meeting, the administrator shall initiate implementation of the resolution within five (5) workdays.
 2. If a resolution is not reached at the meeting, the administrator shall issue a written response within ten (10) workdays of this meeting.

Section 4: LEVEL THREE: DISTRICT LEVEL

- A. The grievant may appeal the written decision rendered by the supervisor or district administrator by filing the grievance form with the Human Resource Services Division within ten (10) workdays after receiving the decision. Information copies shall be sent to the grievant's supervisor or other district administrator, if appropriate, and the Union.
- B. The District and the Union shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.
- C. A conference shall be scheduled by the appropriate administrator in the Human Resource Services Division within ten (10) workdays after receipt of the grievance. All parties may be represented at the conference.
- D. Within ten (10) workdays after the conference with the grievant, the appropriate administrator in the Human Resource Services Division shall render a proposed written decision, copies of which shall be sent to the grievant's supervisor or district administrator and the Union.
- E. Once a grievance claim under this procedure reaches Level Three, neither the scope of the grievance claim nor the remedy may be expanded at subsequent levels.
- F. If a grievance is settled at this level, the Deputy Administrative Officer, Human Resource Services Division, or designee, shall initiate implementation of the resolution within five (5) workdays.

ARTICLE 15. GRIEVANCE PROCEDURE

Section 4. (continued)

- G. In any case in which the Union did not have a representative present at Level Three, the District shall not implement a proposed resolution of the grievance until the Union has received a copy of the grievance and has been given five (5) workdays within which to file a response. If the Union files a response, the division representative shall have five (5) workdays to consider that response and make any revisions to the written decision. If no response is filed by the Union, the decision of the division representative shall become final on the sixth (6th) workday following the rendering of the written decision of the division representative.

Section 5: LEVEL FOUR: MEDIATION

In the event the grievance remains unresolved after Level Three, the Union or the District may request that the State Mediation and Conciliation Service appoint a mediator to mediate the grievance. Any such request shall be made within fifteen (15) workdays after a Level Three decision is rendered. Within five (5) workdays of receipt of a request for mediation, the District shall file with the State a request for mediation. When necessary, timeline periods in Level Four will be automatically extended to meet the time constraints of the mediator.

Section 6: LEVEL FIVE: EXPEDITED ARBITRATION

- A. In the event the grievance remains unresolved after Level Three, the District and the Union may mutually agree to appeal the grievance to expedited arbitration within fifteen (15) workdays after a Level Three decision is rendered.
- B. Notwithstanding any other provision of this Contract, the following expedited arbitration procedure is designed to provide prompt and efficient resolution of routine grievances. Grievances submitted to expedited arbitration shall be confined to issues which have limited contractual complexity.
- C. Arbitration Selection
1. Arbitrators shall be appointed for a term of office of three (3) years beginning on the first day of July following the appointment and ending on the thirtieth (13th) day of June three (3) years later. When a vacancy occurs, the appointment shall be for the unexpired term of office. On or before the first (1st) day of July of the year in which a term expires, or as often as vacancies shall occur, nominations for appointment as an expedited arbitrator shall be made in rotation by the presiding judge of the Superior Court of the County of San Diego and the President of the Civil Service Commission of the City of San Diego. Both the District and the Union must approve nominations.
 2. No person appointed as an expedited arbitrator may be an employee of the District at any time during his/her term of office.
 3. Upon request for expedited arbitration, one arbitrator shall be assigned to hear the case. Arbitrators shall be assigned to cases on a rotating basis. If the selected arbitrator is for some reason, unable to serve, the next arbitrator in rotation will be assigned the case.

ARTICLE 15. GRIEVANCE PROCEDURE

Section 6. (continued)

- D. The expedited arbitrator shall conduct a hearing in accordance with the following:
1. The hearing shall be informal.
 2. No briefs shall be filed or transcripts made.
 3. There shall be no formal evidence rules.
 4. Each Party's case shall be presented by a previously-designated representative.
 5. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him/her by the representatives of the Parties.
 6. If the arbitrator or the Parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration by the Parties, the case shall be referred back to the appropriate place in the grievance procedure.
 7. The arbitrator shall either make an oral/bench award or issue a decision within five (5) workdays after conclusion of the Hearing. The arbitrator's decision shall be based on the records developed by the Parties before and at the hearing and shall include a brief written explanation of the basis for his/her conclusion. These decisions shall not be cited as precedent in any discussion at any step of the grievance or arbitration procedure. The arbitrator's decision is binding.
 8. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Contract but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Contract as alleged by the grievant or grievants.
 9. The arbitrator shall have the power to determine disputed interpretation of terms actually found in the Contract or to determine disputed facts upon which the application of the Contract depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Contract so as to change what can fairly be said to have been the intent of the Parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because, in the arbitrator's opinion, such decision or award is fair and equitable.
 10. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the Parties in the presence of each other.
 11. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the fifteen (15) workday period for filing a grievance specified in Level Two of this grievance procedure. The arbitrator shall have no power to render an award in any grievance that does not arise during the term of the Contract.

ARTICLE 15. GRIEVANCE PROCEDURE

Section 6. (continued)

E. Costs of Arbitration

1. The District and the Union shall mutually establish the manner in which an arbitrator is to be compensated. The stipend for arbitrators shall be commensurate with the amount paid to Classified Employees Hearing Officers, as stated in Article 14, Section 12.
2. The District and the Union shall share equally in the cost of the stipend for the expedited arbitration hearing officer.
3. The District and/or the Union shall provide, free of charge, a place for the arbitration hearing.
4. The District shall provide, free of charge, the necessary clerical assistance and shall pay the necessary miscellaneous costs of the hearing.
5. For any expedited arbitration hearing, the District agrees to release unit members without loss in compensation up to a single grievant and up to two (2) witnesses, unless otherwise mutually agreed between the Parties.

Section 7: LEVEL SIX: BINDING ARBITRATION

- A. If a grievance is not resolved at Level Three, the Union may request a hearing before an arbitrator. The request shall be filed in the Human Resource Services Division within fifteen (15) workdays after the written decision of the division representative becomes effective. Grievances which have been heard under the provisions of Section 6, Expedited Arbitration, are ineligible for appeal to Level Six of this procedure.
- B. Within five (5) workdays after receipt of a request for arbitration, the Deputy Administrative Officer, Human Resource Services Division, or designee and the Union agree to meet and review the pending arbitration case. If no agreement is reached, the District shall request the State Mediation and Conciliation Service to supply a list of seven (7) arbitrators. The arbitrator shall be chosen by allowing each Party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the Party to strike first shall be by lot.
- C. The costs of arbitration shall be borne as follows:
 1. The District and the Union shall share equally in the payment for the services and expenses of the arbitrator.
 2. For any arbitration hearing conducted under this Contract, the District agrees to release unit members without loss in compensation, up to a single grievant and up to two (2) witnesses, unless otherwise mutually agreed between the Parties.

ARTICLE 15. GRIEVANCE PROCEDURE

Section 7.C. (continued)

3. Upon mutual agreement, a qualified stenographic reporter shall be employed to record verbatim the hearing. Without mutual agreement, either Party may employ and compensate such a reporter.
- D. Powers and limitations of the arbitrator shall be as follows:
1. The functions of the arbitrator shall be:
 - a. To hold a hearing concerning the grievance, and
 - b. To render a binding decision within a reasonable period of time.
 2. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Contract but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Contract as alleged by the grievant or grievants.
 3. The arbitrator shall have the power to determine disputed interpretation of terms actually found in the Contract or to determine disputed facts upon which the application of the Contract depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Contract so as to change what can fairly be said to have been the intent of the Parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because, in the arbitrator's opinion, such decision or award is fair and equitable.
 4. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the Parties in the presence of each other and upon arguments presented in briefs.
 5. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the fifteen (15) workday period for filing a grievance specified in Level Two of this grievance procedure. The arbitrator shall have no power to render an award in any grievance that does not arise during the term of this Contract.

Section 8: LEVEL SEVEN: APPEAL

- A. The decision of the arbitrator under Section 6, Expedited Arbitration, or Section 7, Binding Arbitration, is not appealable by either Party except as provided in this Section and, unless so appealed, shall be the full, complete and final resolution of the grievance and implemented in accordance with these terms.

ARTICLE 15. GRIEVANCE PROCEDURE

Section 8. (continued)

- B. Either the Union or the District may appeal the arbitrator's decision to a court of competent jurisdiction within twenty (20) workdays of such decision on either or both of the following grounds, which the Parties intend to include within their interpretation and understanding of Code Of Civil Procedure Sections 1286.2, 1286.4 and 1286.6:
 - 1. Where another remedy has been provided by law which leads to a different result than that reached by the arbitrator, and in which event it shall be deemed that the arbitrator exceeded his/her powers under this Contract.
 - 2. Where the arbitrator's decision is contrary to any of the provisions of Section 6, Subparagraphs D.8 through D.11 or Section 7, subparagraphs D.1 through D.5, respectively, or any of them, of this Contract, it shall be deemed to be arbitrator misconduct and/or that the arbitrator has exceeded his/her powers under the Contract.
 - 3. In addition to Section 8, Level Seven, A. and B. above, any award made by an arbitrator under the provisions of this Contract may be corrected or enforced pursuant to Civil Code Section 1285 et seq., except that, where a shorter time is specified in this Contract to commence a court proceeding than is given under the Code of Civil Procedure, the shorter time of this Contract shall control.
- C. Failure of either Party to commence a court action within the period indicated herein, shall constitute a waiver of the right to appeal and the decision of the arbitrator shall become final and non-appealable.

Section 9: GENERAL PROVISIONS

- A. A bargaining unit member involved in the filing of a grievance shall be provided such conference time for meeting with a union staff representative, union steward or other representative as defined in Article 3, Section 2, without loss of time, pay, or benefits.
- B. If the representative of the grievant is a member of the bargaining unit, the District shall permit a reasonable amount of release time for the representative for the purpose of processing the grievance regardless of the outcome of the grievance.
- C. In addition to the conference time provided in Article 3, Section 2, and Article 14, Section 9.A., bargaining unit members involved in a grievance, or a union steward also so involved, shall be allowed reasonable additional time for meeting with the district representative involved in trying to resolve the grievance as provided in Level One and Level Two of the grievance procedure.
- D. Designations of representatives will be in writing. Such designations shall be entered on the grievance form at Level Two.
- E. No party shall be required to discuss any grievance if his or her representative is not present.

ARTICLE 15. GRIEVANCE PROCEDURE

Section 9. (continued)

- F. The time allowances set forth in this grievance procedure may be extended by mutual written agreement of the grievant or the grievant's representative and the Deputy Administrative Officer, Human Resource Services Division, or designee. Conferences specified at Level One and Level Two may also be waived by mutual agreement.
- G Any grievance not appealed to the next level of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding level.
- H. If the District does not render a written response within the limits set forth at any level of the proceedings, the grievant may advance to the next level.
- I. By mutual agreement of the Union and the Deputy Administrative Officer, Human Resource Services Division, or designee, grievances involving an action by an administrator above the level of principal or department head may be filed at Level Three.
- J. Grievances shall be filed on a mutually agreeable form which shall be provided by the Human Resource Services Division and the Union.
- K. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- L. Wherever under this grievance procedure documents are required to be served or filed on one Party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the Party or the Party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, or was deposited in school mail and the date on which said action was taken. The Proof of Service shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for Proof of Service shall be provided by the District and made available by the Union or the Human Resource Services Division.
- M. All grievance documents will be maintained in the office of the Deputy Administrative Officer, Human Resource Services Division.
- N. Grievances may not be filed to challenge the Employment Regulations for the Classified Service of the San Diego Unified School District, the Board of Education Rules and Regulations or District Administrative Regulations and Procedures, the determination of classification or any provision of state, local, or federal law.
- O. In the event a unit member exercises his/her right to present a grievance without the intervention of the Union, any resolution of the grievance shall not be inconsistent with the terms of this Contract, nor shall the District agree to the resolution until the Union has received a copy of the grievance and of the proposed resolution and has been given five (5) workdays to file a response.
- P. No grievance shall be filed by a unit member after the effective date of separation from the District.

ARTICLE 15. GRIEVANCE PROCEDURE
(continued)

Section 10: INCLUSIONS AND EXCLUSIONS

The provisions of this Article shall not apply to the provisions of a contract/plan document relating to the health and welfare benefits plans provided under Article 9. Such issues shall be resolved through the complaint resolution procedure which is a part of each plan.

ARTICLE 16. ORGANIZATIONAL SECURITY

Section 1: DUES DEDUCTIONS

Any unit member who is a member of the Union, or who applies for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues and such other mutually agreed payroll deductions as may be offered by the Union. Such authorization shall continue from year to year, unless revoked by the individual for the duration of this contract. Pursuant to such authorization, the District shall implement a twelve (12) month dues deduction schedule in accordance with parameters established by the Union.

Section 2: ESTABLISHMENT OF DUES SCHEDULE

The Union may determine the dues schedule for all members of the Union. Changes to the dues schedule may be made by the Union without necessitating a new dues deduction authorization from any current member. The Union will give the District thirty (30) days advance notice of any changes in the dues schedule.

Section 3: PAYMENT OF MONIES

With respect to all sums deducted by the District pursuant to authorization by the unit member, the District agrees to remit such monies without cost to the Union, within seven (7) workdays, accompanied by an alphabetical listing of the unit members for whom such deductions have been made. This list will include unit member's name, social security number, payroll number, site location, deduction amount.

Section 4: FAIR SHARE PROVISION

- A. Any unit member who is not a member of the Union, or who does not make application for membership within thirty (30) days of the operative date of this Section or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, whichever occurs later, shall:
 1. Become a member of the Union through payroll deduction or pay the annual dues in one (1) lump sum payment to the Union, or
 2. Pay a service fee, the amount of which is determined by the Union and authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements, provided that it shall be the sole responsibility of the Union to ensure that such fee is legally determined and legally appropriate. The fee shall be paid through payroll deduction or may be paid in one (1) lump sum payment to the Union, or
 3. Request exemption status from the Union based on philosophical or religious objections (see Section 5 below). The amount equivalent to the fee described above in Section A.2. must be paid to a non-religious, non-labor charitable organization which is exempt from Title 26 of the Internal Revenue Code. The fee may be paid through payroll deduction (if available) or in one (1) lump sum payment to one of the charitable organizations listed below:

ARTICLE 16. ORGANIZATIONAL SECURITY

Section 4.A.3. (continued)

- a. Ronald McDonald Children's Charities
 - b. Ronald McDonald House
 - c. Children's Hospital Foundation
- B. In the event a non-member does not pay such fee directly to the Union or qualify as an objector exempt from the fee, the Union shall so inform the District in writing, with a copy to the unit member certifying these facts and the correct amount of the fee owed. The District shall then begin automatic payroll deduction as provided in California Education Code Section 45168.

Section 5: FAIR SHARE EXEMPTIONS

- A. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations or any unit member who has deeply held, long-term philosophical objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union. Such unit members shall apply to the Union for an exemption as described herein. The Union shall develop a process for granting/denying such applications, including appeal rights for applications denied which provide for hearing by a neutral third party.
- B. Provided that the Union has no cause to presume a change in the religious/philosophical exemption status of a unit member once an exemption is granted it need not be reviewed on an annual basis. However, proof of payment of the charitable funds, pursuant to this Section, shall be made on an annual basis to the Union as a condition of continued exemption from the provisions of Section 4 above.
- C. Proof of payment (in lieu of the service fee) shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment was made. Such proof shall be presented on or before the date required for a lump sum payment of fair share fees in each school year.
- D. Any unit member making charitable contributions as set forth in this Article, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

ARTICLE 16. ORGANIZATIONAL SECURITY

(continued)

Section 6: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

The Parties recognize that PERB may, from time to time, adopt procedures regulating fair share (agency fees). It is the intent of the Parties that the Union abide by such regulations in the collection of such fair share fees. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement. Upon request of the unit member, the Union shall provide a copy of the most current set of PERB regulations regarding this subject.

Section 7: HOLD HARMLESS

The Union agrees to indemnify, defend and save harmless the District, 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 the District and the Union involving the interpretation or implementation of these provisions.

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 the District.

Section 8: MISCELLANEOUS

- A. The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or fair share fees within this Article until the pay period commencing not less than thirty (30) workdays after submission of the form by the unit member or the Union.
- B. The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article. The Union further agrees to provide the District with a timely copy of all reports legally required of the Union dealing with fair share fees.
- C. Upon appropriate written authorization from a unit member, who is a member of the Union, the District will deduct from the salary of said unit member and make appropriate remittance for any other plans or programs approved by the Union and the District.

ARTICLE 17. UNIT MEMBER RIGHTS

Section 1: PERSONNEL FILES

- A. Materials in a unit member's personnel file maintained at the unit member's work location or in the Human Resource Services Division, which may serve as a basis for affecting the status of the unit member's employment, are to be made available for the unit member's review upon request.
- B. Materials in a unit member's work location personnel file will remain at the originating site or program.
- C. The unit member shall make an appointment to review his/her personnel file. A unit member shall have the right to examine his/her personnel file, provided the request is made at a time he/she is not required to render services to the District, except as provided in Section 2.D of this Article. The unit member shall review the records in the presence of the administrator or designee responsible for safeguarding the files.
- D. Union representatives shall have the right to review a unit member's personnel file upon presentation of a written authorization signed by the unit member.
- E. All personnel files shall be kept in confidence and shall be available for inspection only by authorized employees of the District when necessary in the administration of the District's affairs or the supervision of the unit member.
- F. The material which may be inspected shall not include ratings, reports, or records which were: (1) obtained prior to the unit member's employment; (2) prepared by identifiable examination committee members; or (3) obtained in connection with a promotional examination.
- G. The District shall keep a log in each personnel file indicating the names of those persons, other than Human Resource Services Division staff, who have examined the personnel file maintained at the Eugene Brucker Education Center, as well as the date such examinations were made.

Section 2: PLACEMENT OF DEROGATORY MATERIAL IN PERSONNEL FILES

- A. Complaints made by any person regarding unit member which are serious enough to become a matter of record shall be brought promptly to the unit member's attention. Unit members are entitled to know the identity of the source of all such complaints.
- B. Derogatory material shall not be entered in a unit member's personnel file unless and until the unit member is given notice and an opportunity to review, comment, and have such comments attached to the material in question.
- C. The unit member shall be given a copy of the material. The unit member shall acknowledge that he/she has read such material by signing and dating the original records, with the understanding that the unit member's signature signifies only that the material has been read and does not necessarily indicate agreement with its contents.

ARTICLE 17. UNIT MEMBER RIGHTS

Section 2 (continued)

- D. The unit member's review of such derogatory material and a reasonable amount of time to prepare a written response will take place during normal business hours, and the unit member shall be released from duty without loss of pay for this purpose.

Section 3: NON-DISCRIMINATION

- A. Under this Contract, neither the District nor the Union will discriminate against or harass any bargaining unit member because of such individual's race, creed, color, age, gender, sexual orientation, ethnicity, national origin, physical handicap, membership or non-membership in the Union or participation or non-participation in Union activities.
- B. The District and the Union agree that the highest possible standards in human relations should be maintained between employees. Unit members will be treated in a fair and consistent manner in the administration of this Contract.

Section 4: SITE DRESS CODES

The Parties recognize that matters of dress are individual expressions of taste. Provided that clothing fits within generally accepted standards of decency, dress codes, if any, should be flexible and allow for individual judgment. School site dress codes for unit members, if they are to exist, shall adhere to the following:

- A. Problems regarding the implementation of this Section may be submitted to the Contract Administration Committee for resolution.
- B. Unit members shall not wear articles of clothing on the job that promote or encourage the use of alcohol, drugs, or tobacco or that express profanity, communicate or encourage gang affiliation, or convey messages/depictions inappropriate for the educational environment.

ARTICLE 18. LAYOFF AND REEMPLOYMENT

Section 1: EXEMPTION FROM EMPLOYMENT REGULATIONS

Members of the Paraeducators Bargaining Unit are exempt from Article VII, Layoff and Reemployment, of the Employment Regulations for the Classified Service of the San Diego Unified School District.

Section 2: DEFINITIONS

- A. Classification means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of duties required to be performed by the employees in each such position, and regular monthly salary ranges for each such position (Education Code Section 45101).
- B. Classification Seniority. Total length of monthly service within current classification plus service in classifications of equal or higher salary grade.
- C. District Seniority. Total length of uninterrupted monthly service with the District, except as provided for under Article 12, Leave Policies.
- D. Initial Hire Date. The date a unit member first served as a monthly or hourly employee or as a College Student Worker, formerly recognized as Certificated Classroom Teacher Assistant.
- E. Substitute. An hourly employee who is excluded from the classified service pursuant to Section 45103 of the California Education Code.

Section 3: RECOMMENDATION TO LAYOFF

Sites/departments may recommend the reduction or elimination of classified positions based solely on lack of work and lack of funds. When two or more positions of equal hours and same classification are at the same site, the least senior unit member's position shall be eliminated or reduced, unless a volunteer in that classification is available.

Section 4: DECISION TO LAYOFF

- A. Whenever it becomes necessary to reduce hours or layoff unit members for lack of work or lack of funds, the procedure shall be as delineated in this Article. The decision to layoff or reduce hours is solely that of the Board of Education and shall not be bargainable or grievable. A unit member may be laid off from his/her position or reduced in hours only as a result of formal action by the Board of Education.
- B. Normally, layoff resolutions shall be presented to the Board of Education at the end of the first semester and/or at the end of the school year; however, nothing herein shall preclude adoption of any resolution to eliminate or reduce positions at any other time of year.

ARTICLE 18. LAYOFF AND REEMPLOYMENT

(continued)

Section 5: TIMING OF LAYOFFS AND REDUCTIONS IN HOURS

- A. Unit members to be laid off or reduced in hours shall be given written notice of layoff or reduction in hours not less than thirty (30) calendar days prior to the effective date of layoff or reduction in hours. Nothing herein provided shall preclude a layoff or reduction in hours for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff or reduction in hours resulting from causes not foreseeable or preventable by the Board, without the notice required in this Section 5.
- B. The Union shall be given a minimum of seven (7) workdays advance written notice of the names of unit members laid off or reassigned under the provisions of this Article, as well as their classification, work location, and seniority dates, prior to the Board of Education taking action on any resolution to reduce or eliminate positions in the Paraeducator Bargaining Unit.

Section 6: ORDER OF LAYOFF

- A. Unit members shall be laid off or reduced in hours, by classification, according to their status in the following order: (1) substitute; (2) probationary; and (3) permanent. In the case of permanent and probationary unit members, classification seniority will be the determining factor.
- B. In the event of a tie in classification seniority, the unit member with least district seniority shall be laid off. If a tie still exists, the unit member with the most recent initial hire date shall be laid off. Lots will be drawn in the presence of a Union representative to break remaining ties.
- C. Whenever a unit member is laid off or reduced in hours, the order of layoff or reduction in hours shall be determined by length of service in the classification, plus service in equal and higher salary grades. The unit member with the least amount of classification seniority plus service in equal and higher salary grades shall be laid off or reduced in hours first. Service in substitute status shall not count toward seniority in the classification. Service in temporary out-of-classification assignments shall not count toward seniority in the classification to which the unit member was temporarily assigned.

Section 7: DISPLACEMENT RIGHTS

- A. A unit member in a position which has been eliminated or reduced shall be provided displacement rights in the following order:
 - 1. The unit member shall be bumped into a vacant position or shall bump the least senior unit member in the same classification, whichever opportunity provides the highest number of hours per day and months per work year.
 - 2. When the vacancy and the least senior unit member's hours and work year are equal, the displaced unit member shall be bumped to the vacancy.

ARTICLE 18. LAYOFF AND REEMPLOYMENT

Section 7. (continued)

- B. If there is no vacancy or least senior unit member in the same classification, a unit member may displace the least senior unit member in the next lower classification in which he/she has served in accordance with the same order of displacement specified in Section 7.A. above. A unit member demoting in lieu of layoff to a former classification will have displacement rights to his/her previous hours per day and months per work year in the lower classification.

C. Differential Displacement Rights

1. Bilingual Differential

- a. When positions designated to receive a bilingual differential are eliminated or reduced, the incumbent unit member shall have the right to displace the least senior unit member in his/her classification who also receives the bilingual differential for speaking the same language(s).
- b. If there is no least senior unit member in the same classification who is also required to be bilingual, the unit member may displace the least senior unit member in the same classification who has no language requirement, in accordance with the same displacement rights as specified in Sections 7.A. and 7.B.

2. Other Differentials

Unit members whose positions have been eliminated or reduced shall have the right to displace the least senior unit members in their same classification regardless of whether the least senior unit member is receiving one or more of the differentials listed in Article 7, Section 7, with the exception of the Bilingual Differential.

Section 8: REEMPLOYMENT RIGHTS

- A. Unit members who are laid off or reduced in hours shall be placed on the reemployment list in order of their classification seniority which shall be in reverse order of layoff. Unit members on this reemployment list shall be recalled prior to the creation of an applicant pool for the classification. A unit member who is laid off shall remain on the reemployment list for a period of thirty-nine (39) months from the effective date of layoff. A unit member who accepts a reassignment involving loss of salary in lieu of layoff shall remain on the reemployment list for an additional twenty-four (24) months. Layoff shall not be regarded as a break in service for purposes of determining vacation accrual and salary placement upon reemployment.
- B. Substitute employees have no reemployment rights.
- C. A unit member who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with Section 8.A. of this Article.

ARTICLE 18. LAYOFF AND REEMPLOYMENT

(continued)

Section 9: NOTIFICATION OF REEMPLOYMENT

- A. Unless the Parties agree otherwise a unit member who is laid off and becomes eligible for reemployment shall be notified by certified mail addressed to the last known address on file with the Human Resource Services Division.
- B. Unless the Parties agree otherwise a unit member shall have five (5) workdays from receipt of notice by certified mail to respond to the offer of reemployment.
- C. Upon acceptance of reemployment, the unit member shall have five (5) workdays to report for work unless the District agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District.
- D. Should the notice of reemployment be undeliverable or the noticed unit member not accept the offer of reemployment, the unit member's name shall be removed from the reemployment list, and he/she shall be deemed to have resigned from the District.
- E. A unit member who is reduced in hours shall have the right to refuse offers of reemployment at the original or greater hours, up to a maximum of three (3) offers, at which time the unit member shall be deemed to have exhausted his/her reemployment rights. Unit members who are reduced in hours and become eligible for reemployment shall be notified by telephone by the Human Resource Services Division and shall have five (5) workdays from receipt of the notice to respond to the offer of reemployment. If there are no other names remaining on the reemployment list, the right of a unit member to refuse up to three (3) offers of reemployment at the original or greater hours, will be canceled and an offer of reemployment will be extended to the unit member.

Section 10: ERROR IN LAYOFF

- A. When it is determined that a unit member has been laid off or reduced in work hours in error, the unit member will be notified in writing and will be reinstated without loss of compensation.
- B. The unit member shall be credited with any sick leave, vacation leave, and holiday leave which would have been earned but for the error in layoff or reduction in work hours.
- C. If the unit member is otherwise eligible for medical, dental, vision or life insurance, he/she will be enrolled prospectively and will be reimbursed for any out-of-pocket premium incorrectly collected by the District during the period of the error in layoff. If the unit member did not retain coverage which he/she should have been provided during the period of error in layoff/reduction, the unit member may file a claim with the District for reimbursement of health and welfare expenses incurred during that time. Reimbursements shall be consistent with the unit member's established benefit plan(s). Such claims must be submitted with copies of bills provided.

ARTICLE 18. LAYOFF AND REEMPLOYMENT

Section 10. (continued)

- D. Based upon the unit member's corrected compensation, the District will deduct union dues retroactively owed to the Union from the unit member's first regular monthly pay warrant following reinstatement.

Section 11: SUSPENDED REEMPLOYMENT

- A. Prior to being reemployed under the provisions of this Contract, a laid off unit member may suspend his/her reemployment rights due to employment elsewhere for up to twelve (12) months from date of suspension.
- B. During the period of suspended reemployment, the District will bypass the unit member's name, provided there are other names on the reemployment list. If there are no other names remaining on the list, the suspended reemployment will be canceled and an offer of reemployment will be extended to the unit member pursuant to Section 9 of this Article.
- C. Those unit members who suspend their reemployment due to employment elsewhere may reactivate their reemployment status at any time by delivering written notice to the Human Resource Services Division at least two (2) weeks prior to the desired reactivation date, providing it is within twelve (12) months of their original request for suspended reemployment.
- D. In no event shall the provisions of this Section 11 be construed to provide unit members with a longer period of reemployment rights than those provided in Section 8.A. of this Article.

Section 12: PROHIBITION AGAINST TRANSFER OF BARGAINING UNIT WORK

If a bargaining unit position is reduced or eliminated and the work must continue to be performed, or the work is reinstated, it shall be assigned only to workers in the bargaining unit. In no event shall this work be performed by volunteers, so-called hourly workers, CSW's or workers in other bargaining units, nor shall any unit member be offered hourly employment in order to avoid being laid off, reduced in hours or displaced. Laid off unit members will not be replaced with CSW's, and existing bargaining unit positions that become vacant will not be filled with CSW's. If the District eliminates a bargaining unit position in the future, it shall maintain a record of the position showing its work location.

Section 13: PROHIBITION AGAINST WAIVER OF BENEFITS

The District shall not encourage or require any unit member to waive health and welfare benefits in order to avoid a layoff or reduction in hours.

ARTICLE 18. LAYOFF AND REEMPLOYMENT

(continued)

Section 14: INSTRUCTIONAL ASSISTANT II DISPLACEMENT AND REEMPLOYMENT RIGHTS

Unit members serving in Instructional Assistant II positions which are eliminated or reduced in hours shall have displacement and reemployment rights in the Instructional Assistant II classification. In addition, affected Instructional Assistant IIs shall also be provided with displacement rights to positions within the Paraeducator Bargaining Unit (in which the unit member has designated that they have worked) at one-half (1/2) hour more per day and the same length of work year from which they were displaced as an Instructional Assistant II. These dual reemployment rights to Instructional Assistant II and Paraeducator Bargaining Unit positions

shall be deemed to be exhausted at such time as the unit member has been offered an opportunity to be made whole in either classification or upon expiration of the unit member's reemployment rights as specified in Section 9 of this Article.

Section 15: MISCELLANEOUS PROVISIONS

- A. Reemployment List: Upon request, the District shall provide the Union with a copy of the reemployment list and access to information concerning the status of unit members with reemployment rights.
- B. Demotion in Lieu of Layoff. A unit member who is demoted in lieu of layoff has the same reemployment rights in the unit member's higher classification as a unit member who is laid off or reduced in hours from the same classification.
- C. Other.
 - 1. Unit members who are laid off may apply for substitute work in any classification for which they meet the qualifications.
 - 2. Unit members on layoff desiring substitute work shall be given the right of first refusal for substitute work for which they meet the stated qualifications.
 - 3. Unit members on reemployment lists shall be eligible to apply for promotional examinations for which they can qualify.
 - 4. No substitute employees shall be employed in classifications in which unit members are currently laid off until exhaustion of the reemployment list for that classification.
 - 5. A laid-off unit member who is reemployed within thirty-nine (39) months after his/her last day of paid service shall have restored to him/her all of the rights and benefits (including previously accumulated sick leave) pertaining to unit members in the class to which he/she is reemployed.

ARTICLE 18. LAYOFF AND REEMPLOYMENT

Section 15.C. (continued)

6. Unit members laid off or displaced from their regularly assigned position who attain a passing grade on open examinations for employment shall be provided a five (5) point credit toward the maximum rating prescribed for such examinations in addition to all other credits. Such credit will be granted only during a thirty-nine (39) month period following the unit member's layoff or displacement date and shall be discontinued upon the unit member's reinstatement to former classification.

Section 16: IMPACTS AND EFFECTS OF LAYOFF

- A. The District and the Union agree that the provisions of this Article shall constitute the full and complete agreement of the Parties on the impacts and effects of layoff of any unit member in the Paraeducator Bargaining Unit throughout the term of this Contract and shall not be subject to further negotiations without the mutual agreement of both Parties.
- B. Upon request, the District agrees to negotiate with the Union over the impacts and effects of a reduction in hours for unit members in the Paraeducator Bargaining Unit.

ARTICLE 19. CONCERTED ACTIVITIES

Section 1: PROHIBITED ACTIVITIES

- A. The District and the Union recognize that the continuation of the educational process is of utmost importance and that differences between the Parties hereto shall be settled by peaceful means without interruption of the education processes.
- B. Accordingly, in consideration of the terms and conditions of this Contract, the Union, its agents, employees, and unit members will not engage in, encourage, instigate, support, or condone any strike, work stoppage, slow down, sick out, or any other concerted, coordinated refusal or failure to perform work during the term of this Contract.
- C. The Union and its agents will exert their best efforts to discourage any of the aforesaid acts by any unit member.

Section 2: PENALTY FOR VIOLATION

Violation of this Article by any person covered by this Contract may constitute cause for disciplinary action.

Section 3: LEGAL ENFORCEMENT

The Union recognizes and acknowledges the District's right to enforce this provision by any available legal means including, but not limited to, application to the State Superior Court or the Public Employment Relations Board for injunctive relief and/or the filing of a complaint for damages against the Union, its officers, staff, and/or its members based upon a breach of this Contract.

ARTICLE 20. SUMMER SCHOOL/INTERSESSION

Section 1: GENERAL

It is understood summer school or intersession work shall not be considered to be a part of the unit member's regular work year. Summer school or intersession employment is temporary and is contingent upon funding, student enrollment, and program needs as determined by the District and may be affected by emergencies beyond the control of the District.

Section 2: PRIORITY

The District agrees to grant bargaining unit members first priority for regular summer school/intersession employment. The Human Resource Services Division will distribute summer school/intersession applications to all sites employing paraeducators.

Section 3: ELIGIBILITY

All applicants will be screened according to eligibility requirements set forth in this Contract. All applications for summer school positions will be ranked within appropriate classifications.

A. Eligibility Criteria:

Eligibility for selection to regular summer school or intersession positions shall be based on the following criteria:

1. Classification Seniority.
2. Applicant's most recent evaluation rating of "satisfactory."
3. Applicant currently assigned to the specific program, as verified by the Human Resource Services Division.
4. Applicants must make themselves available for the entire summer school/intersession unless the unit member and the supervisor agree to a modification.

B. Summer School/Intersession Position Staffing

1. Summer school/intersession principal or, in their absence, the Human Resources Services Division, shall offer the positions to qualified applicants who are regularly assigned to the site hosting the summer school/intersession in district classification seniority order within program.
2. For remaining summer school/intersession assignments eligibility lists of qualified applicants, in order of classification seniority, will be used.
3. If there is not a sufficient number of unit members in the classification to fill the vacant positions then positions may be filled with other unit members by district seniority.

ARTICLE 20. SUMMER SCHOOL/INTERSESSION

(continued)

Section 4: SALARY AND BENEFITS

- A. Unit members who are employed in summer school or intersession assignments shall be paid on a pro-rata basis, no less than the salary and benefits that would apply to the appropriate classification during the regular school year.
- B. Summer school and intersession unit members shall be permitted to take paid sick leave time, shall be paid for holidays occurring within the assignment and shall earn sick leave and vacation credit for time assigned during the summer session or intersession.

Section 5: NOTIFICATION OF ASSIGNMENT

As soon as possible prior to the first day of summer school, unit members will be notified of their specific assignment. However, because of late (unanticipated) pupil enrollment, the final phase of summer school staffing may occur during the first week of summer session.

Section 6: CANCELLATION

- A. The District reserves the right to cancel summer school/intersession classes as appropriate based on enrollment or emergencies.
- B. Unit members scheduled to specific classes which are closed due to low enrollments will be given consideration for other vacancies that occur; however, such unit members do not have priority over other unit members selected for, and notified of, summer session placement.

Section 7: JOINT UNION/DISTRICT COMMITTEE

Problems regarding the implementation of this Article shall be referred to the Contract Administration Committee for review and resolution.

ARTICLE 21. CONTRACT ADMINISTRATION COMMITTEE

Section 1: STRUCTURE

The Contract Administration Committee shall be composed of two (2) representatives of the Human Resource Services Division (Deputy Administrative Officer, Human Resource Services Division, and one other), up to two (2) additional district representatives, the union president, the union staff representative and up to two (2) additional members of the Union. The Union and/or the District may appoint other representatives to attend specific meetings as required by the issues to be discussed.

Section 2: PURPOSE

The purpose of this Committee is to resolve any contract administration issues or other matters of concern, including matters outside the scope of negotiation that may arise during the term of this Contract. The Committee will not consider issues that have not been addressed through the appropriate chain of command or that should be addressed through other options available in this Contract.

Section 3: AUTHORITY

The Committee shall have the authority to resolve contract administration issues subject to ratification by the Union and the District, as appropriate. When the Parties agree that an issue cannot be resolved by the Contract Administration Committee, the Parties will recommend the appropriate options available for resolution.

Section 4: MEETING SCHEDULE

The Committee shall meet at least once a month, but may meet more or less frequently, as mutually determined by the Union and the District. Meeting times and locations shall be by mutual agreement.

ARTICLE 22. EDUCATION REFORM

Section 1: STATEMENT OF INTENT

The District and the Union agree to cooperatively engage in educational reform efforts and activities which will result in the improvement of the quality of the learning experience and the learning outcomes of the students and in the quality of the working life of the employees.

Section 2: EDUCATION REFORM

Education reform may call for a variety of changing roles and responsibilities within the schools, including, but not necessarily limited to:

- A. Involving school staff members in the decision making at sites,
- B. Devising new systems of school site accountability,
- C. Organizing and staffing schools in new ways,
- D. Altering schedules and learning activities to accommodate different levels of student learning,
- E. Involving school staff members in budget allocation, and
- F. Encouraging school staff members, including Paraeducators, to participate on school governance teams.

Section 3: CONTRACT WAIVERS

Recognizing that education reform activities may require collective bargaining flexibility on a continuing basis, the District and the Union adopt the following guidelines to assist in the implementation of the joint commitment.

- A. The District and the Union recognize the need for flexibility in education reform and will, where appropriate, consider waiving or modifying any contract provisions.
- B. Education reform proposals which require such waivers or modifications shall be referred to the Contract Administration Committee for review.
- C. All agreements to modify, amend or otherwise change contract provisions will be by mutual written agreement of the Parties. Each Party will determine its own procedures for ratifying any written agreements which modify existing contract provisions.

Section 4: SHARED DECISION MAKING

The Union and the District are committed to shared decision making at the school site which includes participation of all stakeholders as the most appropriate means of improving student achievement. To this end, school sites shall adhere to the following: governance teams should include representation of all stakeholders, including parents, community representatives, administrators, certificated staff members, Paraeducator staff members, and, when appropriate, students. School site governance teams shall serve in an advisory capacity to the school site administrator.

ARTICLE 23. PROFESSIONAL DEVELOPMENT AND TRAINING

Section 1: PROFESSIONAL DEVELOPMENT EXPENSE FUND

- A. The Professional Development Expense Fund is set aside to encourage unit members to continue their professional development, to promote learning activities which will assist unit members in acquiring the knowledge and skills necessary to improve job performance, and to promote the opportunity for unit members to reach the maximum level of their professional potential.
- B. The District will contribute \$5,000 to the fund annually. These funds will be carried over if not expended during the fiscal year.
- C. Unit members who participate in professional development activities related to job-connected skills or potential careers with the District may qualify to have the cost of the activity fees covered by available funds. This shall be for the actual cost of the activity or the cost of a substitute to accommodate attendance at such activity. Excluded from these costs is the cost of travel, accommodations, mileage, pay outside the unit member's normal workday, or any type of per-diem.
- D. Unit members wishing to participate in activities that will occur during a unit member's normal work hours must have prior approval from the unit member's supervisor to be absent. The decision to release a unit member during regular work hours to attend a professional development activity is that of the unit member's immediate supervisor. Substitute costs for unit members attending professional development activities shall be covered by this fund.
- E. Requests of unit members to have the cost of in-service, workshops, and professional development activities paid for by this fund shall be made directly to the Executive Board of the Union. The process for submission of requests shall be established by the Union. Once approved, a written request from the Union indicating the type of activity, the activity's sponsor, date(s) and place of activity, participating unit member's name, social security number, work location, work hours, immediate supervisor, the total cost of eligible expenses incurred, and need for a substitute, shall be submitted to the Deputy Administrative Officer of the Human Resources Division.
- F. This request shall be in sufficient time to make notification for an appropriate substitute. Unit member may be required to fill out appropriate paperwork and leave requests to bring about payment for fees or a substitute from the fund.
- G. Activities that have an overall purpose of conducting or carrying out the business of the Union are not eligible for use of this fund.
- H. Expenditures shall not exceed the total funds available. The District will notify the Union if the availability of funds is insufficient to meet the requests submitted by the Union.

ARTICLE 23. PROFESSIONAL DEVELOPMENT AND TRAINING

(continued)

Section 2: “SECURITY GUARD TRAINING”

Section 38001.5 of the California Education Code requires that “security guards” working more than twenty (20) hours per week in K-12 school districts complete a course of training developed by the Bureau of Investigative Services (BIS) as a condition of employment. Security guard means any person primarily employed or assigned to provide security services as a watchperson, security guard, or patrolperson on or about premises owned or operated by a school district to protect persons or property, to prevent the theft or unlawful taking of district property of any kind, or to report any unlawful activity to the district and local law enforcement agencies.

- A. The District will provide all unit members designated as meeting the definition of “security guard” with approved training consistent with Education Code Section 38001.5.
- B. Training will be provided at District expense to all designated unit members regardless of the number of work hours assigned.
- C. Unit members will be paid for training that is conducted outside of the unit member’s regular work hours at their regular rate of pay.
- D. Probationary or Permanent/Probationary unit members must complete the training in order to achieve permanent status.
- E. No unit member in the designated classification shall work more than twenty (20) hours per week unless the unit member has completed the training.

Section 3: CONSULTATION

The Union shall be entitled to consult with the District on an annual basis to make recommendations regarding staff development and training needs.

Section 4: NON-GRIEVABILITY

The provisions of this Article are not subject to the grievance procedure.

ARTICLE 24. SUBCONTRACTING AND DONATED SERVICES

Section 1: CONTRACTING OUT/SUBCONTRACTING

It is understood that the contracting out or subcontracting of work shall not result in the layoff or reduction of bargaining unit members or positions, nor shall it diminish the rights provided to laid off unit members under the provisions of Article 18, Layoff and Reemployment.

Section 2: DONATION OF WORK

The intent of this Section is not to supplant the work of the bargaining unit by accepting donated work, but to recognize the need for donated work due to lack of available personnel and/or resources.

The District may accept the donation of work providing that it does not result in the layoff, reduction, or replacement of bargaining unit employees or positions. The District agrees not to advertise for donated work.

Section 3: PUBLIC SERVICE PROGRAMS

The District may continue to participate in programs sponsored by local, state and federal agencies as a public service to the community, providing that such programs do not result in the layoff or reduction in work year/work hours of Bargaining Unit Members or positions.

ARTICLE 25. YEAR-ROUND SCHOOLS

Section 1: STAFFING

- A. Whenever the District determines that a school will change from a traditional calendar schedule to a year-round schedule, it shall notify the Union and will consult regarding staffing of the site.
- B. Unit members who are required to attend meetings or activities during off-track days shall be compensated at their regular straight or overtime rate of pay.
- C. Issues related to year-round schools that are not addressed in this Contract will be referred to the Contract Administration Committee for discussion and resolution.

Section 2: MULTI-TRACK ASSIGNMENTS

A. Track Assignment

1. Principals will provide bargaining unit members with the opportunity to express their individual preferences for track assignments for the succeeding school year and will discuss with the unit member any problem affecting track assignments. Seniority will be considered first for track assignments when all equally qualified unit members who request the same track assignment cannot be accommodated.
2. Principals are encouraged to complete track assignments as soon as possible, but normally not later than May 31 of each year.

B. Track Changes

Unit members who have changed tracks during the school year and would be subject to a loss of annual workdays shall be provided with the opportunity to work intersession, summer school or other approved district projects as mutually agreed between the unit member and the District.

ARTICLE 26. CHARTER SCHOOLS

Section 1: PROCESS FOR APPROVAL OF CHARTER PETITIONS

In addition to procedures established by the Board of Education, the District agrees to adhere to the following procedures when considering the approval of a proposed charter for a Charter that is not an existing school converting to a Charter School.

- A. Upon receipt of a charter proposal from a group of charter petitioners, the District shall forward a copy of the proposal to the Union.
- B. The Union shall be included as a Party to the district review process of the proposed charter and may submit any comments and/or recommendations of the Union when the proposed charter is presented to the Board of Education.

Section 2: PROCESS FOR APPROVAL OF CHARTER PETITIONS FOR THE CONVERSION OF EXISTING DISTRICT SCHOOLS

In addition to procedures established by the Board of Education, the District agrees to adhere to the following procedures when considering the approval of a proposed charter for a school converting to a Charter School.

- A. When a petitioner is soliciting support for a proposed charter of an existing District school, the District will encourage the petitioner to make copies of the complete charter, including a written indication as to the person(s) who authored the charter, available to each classified unit member, if any, at the affected site.
- B. The District will encourage person(s) intending to submit a proposed charter of an existing District school to the Board of Education for consideration to consult with and seek the support of not only classroom teachers, but also of affected classified unit members in the development of the proposed charter.
- C. The District will encourage petitioners who desire to waive all or portions of the Collective Bargaining Contract to discuss their concerns with the Union prior to submission of the proposed charter of an existing District school to the Board of Education.
- D. Whenever a petitioner proposes a charter of an existing District school, unit members at the school will be notified by the District that the petition has been submitted and will be provided information regarding the potential options that will be available to the unit members if the petition is approved.
- E. Whenever the Board of Education approves a charter proposal for an existing District school, unit members will be notified that the petition was approved and will be provided their employment options.

ARTICLE 26. CHARTER SCHOOLS
(continued)

**SECTION 3: RIGHTS OF UNIT MEMBERS EMPLOYED AT NONPROFIT
CORPORATION CHARTER SCHOOLS**

- A. Unit members initially employed by the District who accept employment with a nonprofit corporation charter school may choose to return to District employment for a period not to exceed twenty-four (24) months from the date of hire at the Charter School. The unit member shall notify the Human Resource Services Division in writing of the desire to return to the District.
- B. Unit members initially employed by the District who choose to return to District employment within the above specified time frame shall be placed in the top ten (10) eligibles for his/her job class for one (1) year. When vacancies occur in his/her job class, the unit member shall be considered with the top ten (10) eligibles. Upon selection to a position, the unit member shall be fully restored as a permanent unit member. If not selected for a position during this one (1) year period, the unit member shall be considered resigned.

Section 4: INDIVIDUALS DIRECTLY HIRED BY CHARTER SCHOOLS

The District shall not be required to provide any guarantee of District employment to any individual directly hired by a Charter School.

ARTICLE 27. EFFECT OF CONTRACT

Section 1: ZIPPER CLAUSE

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Contract represent the full and complete understanding and commitment between the District and the Union.

This Contract shall supersede any and all rules, regulations or practices of the District which are or may in the future be contrary to or inconsistent with the terms and conditions of this Contract.

Section 2: SAVINGS CLAUSE

If any article or section of this Contract shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Contract shall not be affected thereby. In the event that any Article or Section is held invalid the Parties agree to enter into immediate negotiations for the purposes of arriving at a mutually satisfactory replacement for such Article or Section.

Section 3: CHANGES, AMENDMENTS AND SUPPLEMENTS

This Contract shall be subject to change, amendment or supplement at any time by mutual consent of the Parties. Any such change, amendment or supplemental agreement shall be reduced to writing, signed by the Parties and submitted to the Union and the Board of Education for ratification. When ratified by the Union and the Board of Education, the change, amendment or supplemental agreement will be implemented.

Section 4: RATIFICATION AND IMPLEMENTATION

When the Union and the District reach tentative agreement on all matters being negotiated, the complete agreement shall be submitted to the Union and to the Board of Education for ratification. When the Union and the Board of Education have ratified the Contract, it shall be implemented in accordance with its terms.

Section 5: CONTINUATION OF EXISTING RIGHTS

The District agrees to continue existing Board of Education approved unit member rights and privileges which are within the scope of negotiations as set forth in Government Code (commencing with Section 3540) for the life of this Contract or unless changed by mutual agreement of the Parties, whichever occurs first.

Section 6: REOPENERS

2003-2004

In accordance with the procedures established in Article 6, Negotiations Procedures, Article 27, Effect of Contract, Section 7, Duration Clause, shall be reopened.

Section 7: DURATION CLAUSE

This Contract shall become effective upon adoption of the Board of Education and remains in full force and effect from April 28, 2001 through June 30, 2004, except for modifications agreed to through the Contract Administration Committee as set forth in Article 21, and modifications that may be required due to provisions as set forth in Article 7, Wages.

Sideletter

Within ninety (90) days of ratification of this contract, all Paraeducator positions coded with language subgroups will be reviewed by Human Resources to determine appropriate coding.

SIDELETTER

BATHROOMING DUTIES FOR SPECIAL EDUCATION ASSISTANT

Within ninety (90) days of ratification of this Contract, a job study will be completed to develop a new classification which is at least five percent (5%) above the Special Education Assistant classification if the incumbent is regularly assigned to monitor or assist pupils as necessary in the use of bathroom facilities.

SIDELETTER

HEALTH ASSISTANT I AND HEALTH ASSISTANT II CLASSIFICATIONS

The Health Assistant II classification will be abolished following ratification of this Contract. Within ninety (90) calendar days of this Contract, a job study will be completed to determine the appropriate salary grade and title for Health Assistant I.

SIDELETTER**NONCLASSROOM ASSISTANT**

A job study will be performed on the classification of Non Classroom Assistant to determine the appropriate classification and salary grade. The job study shall be completed within 12 months after ratification of the Contract. The results will be provided to CSEA for review and implemented in accordance with Article 2, Section 2 of the Contract. Unit members will be then placed into the appropriate classification and salary grade. Upon completion, the Non Classroom Assistant classification will be abolished.

SIDELETTER

RACE HUMAN RELATION EDUCATION ASSISTANCE LAY-OFF

For purposes of lay off, Race Human Relation Education Assistant positions at the Palomar Outdoor Education Program shall not bump to or from the Old Town or Balboa Park programs.

APPENDIX A: BARGAINING UNIT COMPOSITION
PLACEMENT ON THE SALARY SCHEDULE

SALARY		SALARY	
GRADE	TITLE	GRADE	TITLE
43.5	DEAF ADULT SERVICES INTERPRETER	29	+INSTRUCTIONAL ASSISTANT II (TERMINAL)
42.5	EDUCATIONAL INTERPRETER III	29	PROJECT ASSISTANT
38.5	EDUCATIONAL INTERPRETER II	29	PROJECT ASSISTANT – MOBILE WORKSHOP
36	AUDIOMETRIST	27	ADA/504 ASSISTANT (PENDING JOB STUDY)
36	BEHAVIOR SUPPORT SPECIALIST	27	ART INSTRUCTIONAL ASSISTANT . ©
36	EDUCATIONAL TRANSCRIBER III	27	ATHLETICS ASSISTANT ©
33	EDUCATIONAL TRANSCRIBER II	27	AVID ASSISTANT ©
33	RESOURCE ASSISTANT	27	CHILD DEVELOPMENT CENTER ASSISTANT ©
33	SPECIAL EDUCATION HEALTH TECHNICIAN	27	CLASSROOM ASSISTANT ©
32	BEHAVIOR SUPPORT ASSISTANT	27	COMMUNITY HOME ED SCHOOL ASSISTANT ©
32	INSTRUCTIONAL/BEHAVIOR TECHNICIAN	27	COMPUTER ASSISTANT ©
32	RACE/HUMAN RELATIONS EDUCATION ASSISTANT	27	DANCE ASSISTANT ©
32	SPECIAL EDUCATION TECHNICIAN	27	ENGLISH AS A SECOND LANGUAGE ASSISTANT ©
32	SPECIAL EDUCATION TECHNICIAN- BILINGUAL SIGNING	27	EXTENDED DAY ASSISTANT
31	COMMUNITY ASSISTANT II	27	INDEPENDENT STUDY ASSISTANT ©
31	COMMUNITY ASSISTANT II – SPECIAL EDUCATION PARENT FACILITATOR	27	LIBRARY ASSISTANT ©
31	SCHOOL-TO-WORK TRANSITION ASSISTANT	27	MATHEMATICS ASSISTANT
31	SPECIAL EDUCATION RESOURCE ASSISTANT	27	MEDIA PRODUCTION ASSISTANT ©
30	CAMPUS SECURITY ASSISTANT (IA-SUPV RECLASS)	27	MUSIC INSTRUCTIONAL ASST. ©
30	CHILDCARE ACTIVITY LEADER	27	NON CLASSROOM SUPPORT ASSISTANT © (PENDING JOB STUDY)
30	EDUCATIONAL INTERPRETER I	27	ROP ASSISTANT ©
29	ATTENDANCE ASSISTANT (PENDING NEGOTIATIONS)	27	SCIENCE ASSISTANT
29	BRAILLE COMPENSATORY SKILLS ASSISTANT	27	SPECIAL EDUCATION ASSISTANT ©
29	CAREER TECHNICIAN I	27	SPECIAL EDUCATION/BRAILLE ASSISTANT ©
29	COMMUNITY ASSISTANT I	27	SPECIAL EDUCATION BUS MONITOR
29	COMMUNITY ASSISTANT I – COMMUNITY- BASED ENGLISH TUTORING PROGRAM	27	SPECIAL EDUCATION/LOW INCIDENCE ASSISTANT ©
29	COMMUNITY ASSISTANT I – CONNECTIONS	27	SPECIAL EDUCATION/PHYSICAL AND HEALTH DISABILITIES-SPECIAL TECHNOLOGIES ASSISTANT ©
29	COMMUNITY ASSISTANT I – SPECIAL EDUCATION PARENT FACILITATOR	27	SPECIAL EDUCATION/SIGNING ASSISTANT ©
29	EDUCATIONAL TRANSCRIBER I	27	THEATER & MEDIA ASSISTANT ©
29	GUIDANCE ASSISTANT (PENDING NEGOTIATIONS)	26.5	WRITER'S ASSISTANT ©
		26	HEALTH ASSISTANT I (PENDING JOB STUDY)
		23	BUS MONITOR
			CHILDCARE ACTIVITY ASSISTANT

© CAPE TESTED POSITION

+ NO POSITIONS WILL BE ALLOCATED IN THE FUTURE TO “TERMINAL” JOB CLASSES AND SUCH JOB CLASSES WILL BE ABOLISHED WHEN THERE ARE NO INCUMBENTS

1. ROP Assistants and Music Instructional Assistants may be coded internally by specialty.
2. Special Education Technicians in cases where the Individualized Education Plan (IEP) specifies that a male assistant or female assistant is necessary may be coded internally as either male or female.
3. Upon certification by the principal/department head and approval by Human Resources, positions may be coded internally by language.

APPENDIX A: BARGAINING UNIT COMPOSITION
ALPHABETICAL LISTING

SALARY		SALARY	
GRADE	TITLE	GRADE	TITLE
27	ADA/504 ASSISTANT (PENDING JOB STUDY)	36	EDUCATIONAL TRANSCRIBER III
27	ART INSTRUCTIONAL ASSISTANT ©	27	ENGLISH AS A SECOND LANGUAGE ASSISTANT ©
27	ATHLETICS ASSISTANT ©	27	EXTENDED DAY ASSISTANT
29	ATTENDANCE ASSISTANT (PENDING NEGOTIATIONS)	29	GUIDANCE ASSISTANT (PENDING NEGOTIATIONS)
36	AUDIOMETRIST	26.5	HEALTH ASSISTANT I (PENDING JOB STUDY)
27	AVID ASSISTANT ©	27	INDEPENDENT STUDY ASSISTANT ©
32	BEHAVIOR SUPPORT ASSISTANT	29	+INSTRUCTIONAL ASSISTANT II (TERMINAL JOB CLASS)
36	BEHAVIOR SUPPORT SPECIALIST	32	INSTRUCTIONAL BEHAVIOR TECHNICIAN
29	BRAILLE COMPENSATORY SKILLS ASSISTANT	27	LIBRARY ASSISTANT ©
26	BUS MONITOR	27	MATHEMATICS ASSISTANT
30	CAMPUS SECURITY ASSISTANT (IA-SUPV RECLASS)	27	MEDIA PRODUCTION ASSISTANT ©
29	CAREER TECHNICIAN I	27	MUSIC INSTRUCTIONAL ASSISTANT ©
23	CHILDCARE ACTIVITY ASSISTANT	27	NON CLASSROOM SUPPORT ASSISTANT © (PENDING JOB STUDY)
30	CHILDCARE ACTIVITY LEADER	29	PROJECT ASSISTANT
27	CHILD DEVELOPMENT CENTER ASSISTANT ©	29	PROJECT ASSISTANT – MOBILE WORKSHOP
27	CLASSROOM ASSISTANT ©	32	RACE/HUMAN RELATIONS EDUCATION ASSISTANT
29	COMMUNITY ASSISTANT I	33	RESOURCE ASSISTANT
29	COMMUNITY ASSISTANT I – COMMUNITY-BASED ENGLISH TUTORING PROGRAM	27	ROP ASSISTANT ©
29	COMMUNITY ASSISTANT I – CONNECTIONS	31	SCHOOL TO WORK TRANSITION ASSISTANT
29	COMMUNITY ASSISTANT I – SPECIAL EDUCATION PARENT FACILITATOR	27	SCIENCE ASSISTANT
31	COMMUNITY ASSISTANT II	27	SPECIAL EDUCATION ASSISTANT ©
31	COMMUNITY ASSISTANT II – SPECIAL EDUCATION PARENT FACILITATOR	27	SPECIAL EDUCATION BRAILLE ASSISTANT ©
27	COMMUNITY HOME ED SCHOOL ASSISTANT ©	27	SPECIAL EDUCATION BUS MONITOR
27	COMPUTER ASSISTANT ©	33	SPECIAL EDUCATION HEALTH TECHNICIAN
27	DANCE ASSISTANT ©	27	SPECIAL EDUCATION LOW INCIDENCE ASSISTANT ©
43.5	DEAF ADULT SERVICES INTERPRETER	27	SPECIAL EDUCATION SIGNING ASSISTANT ©
30	EDUCATIONAL INTERPRETER I	31	SPECIAL EDUCATION RESOURCE ASSISTANT
38.5	EDUCATIONAL INTERPRETER II	27	SPECIAL EDUCATION PHYSICAL AND HEALTH DISABILITIES-SPECIAL TECHNOLOGIES ASST ©
42.5	EDUCATIONAL INTERPRETER III	32	SPECIAL EDUCATION TECHNICIAN
29	EDUCATIONAL TRANSCRIBER I	32	SPECIAL EDUCATION TECHNICIAN-BILINGUAL/SIGNING
33	EDUCATIONAL TRANSCRIBER II	27	THEATER & MEDIA ASSISTANT ©
		27	WRITER'S ASSISTANT ©

© CAPE TESTED POSITION

+ NO POSITIONS WILL BE ALLOCATED IN THE FUTURE TO “TERMINAL” JOB CLASSES AND SUCH JOB CLASSES WILL BE ABOLISHED WHEN THERE ARE NO INCUMBENTS.

4. ROP Assistants and Music Instructional Assistants may be coded internally by specialty.
5. Special Education Technicians in cases where the Individualized Education Plan (IEP) specifies that a male assistant or female assistant is necessary may be coded internally as either male or female.
6. Upon certification by the principal/department head and approval by Human Resources, positions may be coded internally by language.

SAN DIEGO UNIFIED SCHOOL DISTRICT

**PARAEDUCATOR EMPLOYEES'
SALARY SCHEDULE**

Effective July 1, 2001

MONTHLY SALARY RATES

Salary Grade	STEP									Salary Grade
	A	A.5	B	B.5	C	C.5	D	D.5	E	
22	\$1,351.02	\$1,384.81	\$1,419.42	\$1,454.90	\$1,491.28	\$1,528.54	\$1,566.77	\$1,605.81	\$1,644.82	\$1,685.20
22.5	1,384.81	1,419.42	1,454.90	1,491.28	1,528.54	1,566.77	1,605.81	1,644.82	1,685.20	1,726.92
23	1,419.42	1,454.90	1,491.28	1,528.54	1,566.77	1,605.81	1,644.82	1,685.20	1,726.92	1,770.00
23.5	1,454.90	1,491.28	1,528.54	1,566.77	1,605.81	1,644.82	1,685.20	1,726.92	1,770.00	1,813.09
24	1,491.28	1,528.54	1,566.77	1,605.81	1,644.82	1,685.20	1,726.92	1,770.00	1,813.09	1,858.86
24.5	1,528.54	1,566.77	1,605.81	1,644.82	1,685.20	1,726.92	1,770.00	1,813.09	1,858.86	1,904.58
25	1,566.77	1,605.81	1,644.82	1,685.20	1,726.92	1,770.00	1,813.09	1,858.86	1,904.58	1,951.74
25.5	1,605.81	1,644.82	1,685.20	1,726.92	1,770.00	1,813.09	1,858.86	1,904.58	1,951.74	2,000.18
26	1,644.82	1,685.20	1,726.92	1,770.00	1,813.09	1,858.86	1,904.58	1,951.74	2,000.18	2,050.00
26.5	1,685.20	1,726.92	1,770.00	1,813.09	1,858.86	1,904.58	1,951.74	2,000.18	2,050.00	2,099.78
27	1,726.92	1,770.00	1,813.09	1,858.86	1,904.58	1,951.74	2,000.18	2,050.00	2,099.78	2,152.27
27.5	1,770.00	1,813.09	1,858.86	1,904.58	1,951.74	2,000.18	2,050.00	2,099.78	2,152.27	2,204.74
28	1,813.09	1,858.86	1,904.58	1,951.74	2,000.18	2,050.00	2,099.78	2,152.27	2,204.74	2,259.94
28.5	1,858.86	1,904.58	1,951.74	2,000.18	2,050.00	2,099.78	2,152.27	2,204.74	2,259.94	2,315.13
29	1,904.58	1,951.74	2,000.18	2,050.00	2,099.78	2,152.27	2,204.74	2,259.94	2,315.13	2,373.00
29.5	1,951.74	2,000.18	2,050.00	2,099.78	2,152.27	2,204.74	2,259.94	2,315.13	2,373.00	2,430.90
30	2,000.18	2,050.00	2,099.78	2,152.27	2,204.74	2,259.94	2,315.13	2,373.00	2,430.90	2,491.47
30.5	2,050.00	2,099.78	2,152.27	2,204.74	2,259.94	2,315.13	2,373.00	2,430.90	2,491.47	2,552.03
31	2,099.78	2,152.27	2,204.74	2,259.94	2,315.13	2,373.00	2,430.90	2,491.47	2,552.03	2,616.64
31.5	2,152.27	2,204.74	2,259.94	2,315.13	2,373.00	2,430.90	2,491.47	2,552.03	2,616.64	2,679.93
32	2,204.74	2,259.94	2,315.13	2,373.00	2,430.90	2,491.47	2,552.03	2,616.64	2,679.93	2,747.22
32.5	2,259.94	2,315.13	2,373.00	2,430.90	2,491.47	2,552.03	2,616.64	2,679.93	2,747.22	2,814.50
33	2,315.13	2,373.00	2,430.90	2,491.47	2,552.03	2,616.64	2,679.93	2,747.22	2,814.50	2,884.50
33.5	2,373.00	2,430.90	2,491.47	2,552.03	2,616.64	2,679.93	2,747.22	2,814.50	2,884.50	2,954.49
34	2,430.90	2,491.47	2,552.03	2,616.64	2,679.93	2,747.22	2,814.50	2,884.50	2,954.49	3,028.55
34.5	2,491.47	2,552.03	2,616.64	2,679.93	2,747.22	2,814.50	2,884.50	2,954.49	3,028.55	3,102.58
35	2,552.03	2,616.64	2,679.93	2,747.22	2,814.50	2,884.50	2,954.49	3,028.55	3,102.58	3,180.63
35.5	2,616.64	2,679.93	2,747.22	2,814.50	2,884.50	2,954.49	3,028.55	3,102.58	3,180.63	3,257.35
36	2,679.93	2,747.22	2,814.50	2,884.50	2,954.49	3,028.55	3,102.58	3,180.63	3,257.35	3,339.48
36.5	2,747.22	2,814.50	2,884.50	2,954.49	3,028.55	3,102.58	3,180.63	3,257.35	3,339.48	3,421.55
37	2,814.50	2,884.50	2,954.49	3,028.55	3,102.58	3,180.63	3,257.35	3,339.48	3,421.55	3,506.36
37.5	2,884.50	2,954.49	3,028.55	3,102.58	3,180.63	3,257.35	3,339.48	3,421.55	3,506.36	3,592.51
38	2,954.49	3,028.55	3,102.58	3,180.63	3,257.35	3,339.48	3,421.55	3,506.36	3,592.51	3,681.34
38.5	3,028.55	3,102.58	3,180.63	3,257.35	3,339.48	3,421.55	3,506.36	3,592.51	3,681.34	3,771.51
39	3,102.58	3,180.63	3,257.35	3,339.48	3,421.55	3,506.36	3,592.51	3,681.34	3,771.51	3,865.75
39.5	3,180.63	3,257.35	3,339.48	3,421.55	3,506.36	3,592.51	3,681.34	3,771.51	3,865.75	3,959.97
40	3,257.35	3,339.48	3,421.55	3,506.36	3,592.51	3,681.34	3,771.51	3,865.75	3,959.97	4,058.20
40.5	3,339.48	3,421.55	3,506.36	3,592.51	3,681.34	3,771.51	3,865.75	3,959.97	4,058.20	4,157.83
41	3,421.55	3,506.36	3,592.51	3,681.34	3,771.51	3,865.75	3,959.97	4,058.20	4,157.83	4,261.48
41.5	3,506.36	3,592.51	3,681.34	3,771.51	3,865.75	3,959.97	4,058.20	4,157.83	4,261.48	4,365.14
42	3,592.51	3,681.34	3,771.51	3,865.75	3,959.97	4,058.20	4,157.83	4,261.48	4,365.14	4,474.14
42.5	3,681.34	3,771.51	3,865.75	3,959.97	4,058.20	4,157.83	4,261.48	4,365.14	4,474.14	4,583.20
43	3,771.51	3,865.75	3,959.97	4,058.20	4,157.83	4,261.48	4,365.14	4,474.14	4,583.20	4,697.62
43.5	3,865.75	3,959.97	4,058.20	4,157.83	4,261.48	4,365.14	4,474.14	4,583.20	4,697.62	4,812.01
44	3,959.97	4,058.20	4,157.83	4,261.48	4,365.14	4,474.14	4,583.20	4,697.62	4,812.01	4,933.13
44.5	4,058.20	4,157.83	4,261.48	4,365.14	4,474.14	4,583.20	4,697.62	4,812.01	4,933.13	5,052.95
45	4,157.83	4,261.48	4,365.14	4,474.14	4,583.20	4,697.62	4,812.01	4,933.13	5,052.95	5,179.45
45.5	4,261.48	4,365.14	4,474.14	4,583.20	4,697.62	4,812.01	4,933.13	5,052.95	5,179.45	5,308.94

SAN DIEGO UNIFIED SCHOOL DISTRICT

**PARAEDUCATOR EMPLOYEES'
SALARY SCHEDULE**

Effective July 1, 2001

HOURLY SALARY RATES

Salary Grade	STEP									Salary Grade
	A	A.5	B	B.5	C	C.5	D	D.5	E	
22	\$7.79	\$7.99	\$8.19	\$8.39	\$8.60	\$8.82	\$9.04	\$9.26	\$9.49	\$9.72
22.5	7.99	8.19	8.39	8.60	8.82	9.04	9.26	9.49	9.72	9.96
23	8.19	8.39	8.60	8.82	9.04	9.26	9.49	9.72	9.96	10.21
23.5	8.39	8.60	8.82	9.04	9.26	9.49	9.72	9.96	10.21	10.46
24	8.60	8.82	9.04	9.26	9.49	9.72	9.96	10.21	10.46	10.72
24.5	8.82	9.04	9.26	9.49	9.72	9.96	10.21	10.46	10.72	10.99
25	9.04	9.26	9.49	9.72	9.96	10.21	10.46	10.72	10.99	11.26
25.5	9.26	9.49	9.72	9.96	10.21	10.46	10.72	10.99	11.26	11.54
26	9.49	9.72	9.96	10.21	10.46	10.72	10.99	11.26	11.54	11.83
26.5	9.72	9.96	10.21	10.46	10.72	10.99	11.26	11.54	11.83	12.11
27	9.96	10.21	10.46	10.72	10.99	11.26	11.54	11.83	12.11	12.42
27.5	10.21	10.46	10.72	10.99	11.26	11.54	11.83	12.11	12.42	12.72
28	10.46	10.72	10.99	11.26	11.54	11.83	12.11	12.42	12.72	13.04
28.5	10.72	10.99	11.26	11.54	11.83	12.11	12.42	12.72	13.04	13.36
29	10.99	11.26	11.54	11.83	12.11	12.42	12.72	13.04	13.36	13.69
29.5	11.26	11.54	11.83	12.11	12.42	12.72	13.04	13.36	13.69	14.02
30	11.54	11.83	12.11	12.42	12.72	13.04	13.36	13.69	14.02	14.37
30.5	11.83	12.11	12.42	12.72	13.04	13.36	13.69	14.02	14.37	14.72
31	12.11	12.42	12.72	13.04	13.36	13.69	14.02	14.37	14.72	15.10
31.5	12.42	12.72	13.04	13.36	13.69	14.02	14.37	14.72	15.10	15.46
32	12.72	13.04	13.36	13.69	14.02	14.37	14.72	15.10	15.46	15.85
32.5	13.04	13.36	13.69	14.02	14.37	14.72	15.10	15.46	15.85	16.24
33	13.36	13.69	14.02	14.37	14.72	15.10	15.46	15.85	16.24	16.64
33.5	13.69	14.02	14.37	14.72	15.10	15.46	15.85	16.24	16.64	17.05
34	14.02	14.37	14.72	15.10	15.46	15.85	16.24	16.64	17.05	17.47
34.5	14.37	14.72	15.10	15.46	15.85	16.24	16.64	17.05	17.47	17.90
35	14.72	15.10	15.46	15.85	16.24	16.64	17.05	17.47	17.90	18.35
35.5	15.10	15.46	15.85	16.24	16.64	17.05	17.47	17.90	18.35	18.79
36	15.46	15.85	16.24	16.64	17.05	17.47	17.90	18.35	18.79	19.27
36.5	15.85	16.24	16.64	17.05	17.47	17.90	18.35	18.79	19.27	19.74
37	16.24	16.64	17.05	17.47	17.90	18.35	18.79	19.27	19.74	20.23
37.5	16.64	17.05	17.47	17.90	18.35	18.79	19.27	19.74	20.23	20.73
38	17.05	17.47	17.90	18.35	18.79	19.27	19.74	20.23	20.73	21.24
38.5	17.47	17.90	18.35	18.79	19.27	19.74	20.23	20.73	21.24	21.76
39	17.90	18.35	18.79	19.27	19.74	20.23	20.73	21.24	21.76	22.30
39.5	18.35	18.79	19.27	19.74	20.23	20.73	21.24	21.76	22.30	22.85
40	18.79	19.27	19.74	20.23	20.73	21.24	21.76	22.30	22.85	23.41
40.5	19.27	19.74	20.23	20.73	21.24	21.76	22.30	22.85	23.41	23.99
41	19.74	20.23	20.73	21.24	21.76	22.30	22.85	23.41	23.99	24.59
41.5	20.23	20.73	21.24	21.76	22.30	22.85	23.41	23.99	24.59	25.18
42	20.73	21.24	21.76	22.30	22.85	23.41	23.99	24.59	25.18	25.81
42.5	21.24	21.76	22.30	22.85	23.41	23.99	24.59	25.18	25.81	26.44
43	21.76	22.30	22.85	23.41	23.99	24.59	25.18	25.81	26.44	27.10
43.5	22.30	22.85	23.41	23.99	24.59	25.18	25.81	26.44	27.10	27.76
44	22.85	23.41	23.99	24.59	25.18	25.81	26.44	27.10	27.76	28.46
44.5	23.41	23.99	24.59	25.18	25.81	26.44	27.10	27.76	28.46	29.15
45	23.99	24.59	25.18	25.81	26.44	27.10	27.76	28.46	29.15	29.88
45.5	24.59	25.18	25.81	26.44	27.10	27.76	28.46	29.15	29.88	30.63

SETTLEMENT AGREEMENT

The following information is provided for the purpose of informing all paraeducators of the settlement agreement in Superior Court Case No. 707784. This settlement agreement pertains to the District's use of Certificated Classroom Teacher Assistants and Classroom College Student Workers. The settlement agreement includes the following sections:

Definitions

II. Terms

- A. Reassignment of seniority dates to affected bargaining unit members
- B. Restoration of positions and hours to affected bargaining unit members

The provisions of this settlement are excluded from Article 14, Grievance Procedure.

1 WILLIAM C. HEATH, State Bar #111582
2 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
2 2045 Lundy Avenue - Box 640
3 San Jose, CA 95106
3 (408) 263-8000 Fax: (408) 954-0948

F KENNETH E. MARTONE D
Clerk of the Superior Court

FEB 24 1998

By: J. PETERSON, Deputy

4

5

6 SUPERIOR COURT OF CALIFORNIA
7 COUNTY OF SAN DIEGO

8 CALIFORNIA SCHOOL EMPLOYEES)
8 ASSOCIATION, CHAPTER NO. 759,

CASE NO. 00707784

9 Petitioner,

SETTLEMENT
AGREEMENT

10 v.

11 BOARD OF EDUCATION OF THE SAN)
12 DIEGO UNIFIED SCHOOL DISTRICT,

Judge: Judith McConnell
Department 51

13 Respondent.

14

15 This settlement agreement (the Agreement) is made and entered into by and between the

16

17 San Diego Unified School District (the District) in order to avoid the expense and risk of further litigation

18

19

20

21 The District confirms that, effective with the spring term of the 1997-98 school year, it will
22 discontinue the designation of employees as Certificated Classroom Teacher Assistants (CCTA's) and
23 will require all existing CCTA's to work within and meet the qualifications for Classroom College
24 Student Workers (CSW's). This does not restrict the District's right to employ workers outside its
25 classified service, provided they fall within a statutory exemption from the classification requirement.
26 Each party acknowledges that the execution of the Agreement does not constitute admission of, or
27 concession to, any argument, premise or position of the other party.

28

DEFINITIONS

1. "Hire date" means the initial date that the worker was hired by the District in any capacity.
2. If a worker is rehired after resignation, termination or retirement, "hire date" means the most recent hire date.
2. "Position" means a particular worker's individual assignment, identified by number, site, and whether the position is classified.
3. "Classification" means a group of classified positions with the same title performing similar duties within the classified service.
4. "Classification seniority date" means the first date on or after the hire date that the worker performed work of the particular classification for the District that did not fall within any express statutory exemption from the classified service.
5. "Classification seniority" means current total length of service in the classification from the classification seniority date, plus all seniority in equal and higher-paid classifications.
6. "District seniority" means current total length of service from the earliest classification seniority date in any classification.
7. "College Student Worker" (CSW), formerly referred to as Certificated Classroom Teacher Assistant (CCTA), means a person who is all of the following:
 - 19 a. employed part time,
 - 20 b. continuously enrolled as a full-time student in an accredited college or
21 university,
 - 22 c. working in a classroom or a similar instructional setting,
 - 23 d. performing classroom duties, and
 - 24 e. under the direct supervision of a classroom teacher.
- 25 8. "Full-time college student" means a person who, except for the equivalent of summer
26 school, enrolls in and receives credit for a minimum of 12 units of course work per
27 semester or full-time equivalent as defined by the student's accredited college or
28 university.

- 1 9. "Substitute" means a person employed for not more than 194 working days, including
2 holidays, sick leave, vacation and other leaves of absence, and who is employed either:
3 a. to replace a classified worker who is temporarily absent from duty, or
4 b. to fill a vacancy in a classified position while the District is engaged in a
5 procedure to hire a permanent worker to fill the vacancy, provided the
6 District does not fill the vacancy with one or more substitutes for more than
7 60 days.

8 These definitions prevail over conflicting definitions in any other agreement between the parties.
9

10 **TERMS**

11 **Reassignment of Seniority Dates**

- 12 1. Each party shall appoint an equal number of representatives to a joint committee (the
13 Committee) to implement this agreement. CSEA committee members shall be given
14 reasonable paid released time for the work of the Committee.
15 2. The Committee shall identify all paraeducator classified workers currently employed by,
16 on a leave of absence from, or on a reemployment list of the District who were employed
17 by the District outside the classified service for any period of time on or after their hire
18 dates.
19 3. The Committee shall identify the reason(s) each such classified worker was excluded from
20 the classified service for any portion of their employment.
21 4. The Committee shall verify from District records whether each exclusion from the
22 classified service falls within a statutory exemption from the classification requirement.
23 5. In every case where District records are inadequate to support a statutory exemption, the
24 classification seniority date shall be changed to include the period of employment within
25 the classified service.
26 6. Once all changes to and additions of classification seniority dates have been made, all
27 workers whose names appear on the revised seniority lists shall be notified and provided a
28

1 ten (10)-day period after receipt of adequate notice to appeal the seniority determinations
2 to the Committee.

- 3 7. The seniority lists as determined by the Committee following the appeals shall be
4 presumed to be correct.
5

6 Restoration of Positions and Hours

- 7 8. No work regularly performed within the Unit shall be performed outside the unit except by
8 CSW's or substitutes who fall within the definitions listed in this agreement. The District
9 must maintain and permit CSEA to inspect copies of registration forms and transcripts to
10 prove the number of course units enrolled in and for which credit was received by each
11 CSW each fall and spring semester or equivalent.
12 9. All hiring and changes of hours of paraeducators, CSW's or substitutes and all layoffs,
13 bumps and transfers of paraeducators shall be controlled by the District's central office,
14 subject to negotiations with CSEA, where applicable, and approval by the Board of
15 Education. No such personnel change shall be approved without identifying the
16 classification and position.
17 10. Upon request, the District shall furnish CSEA with listings of all paraeducators and CSW's
18 employed by the District showing each worker's classification and position equivalent, if
19 any, and work location. Position numbers will also be furnished when they become
20 available.
21 11. If a Unit position is reduced or eliminated and the work must continue to be performed, or
22 the work is reinstated, it shall be assigned only to workers in the Unit. In no event shall
23 this work be performed by volunteers, so-called hourly workers, CSW's or workers in
24 other units, nor shall any paraeducator be offered hourly employment in order to avoid
25 being laid off, reduced in hours or displaced. Laid off paraeducators will not be replaced
26 with CSW's, and existing Unit positions that become vacant will not be filled with CSW's.
27 If the District eliminates a Unit position in the future, it shall maintain a record of the
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1 position showing its work location.

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12. Two percentages shall be used to assist in monitoring compliance with paragraph 11. "The Unit percentage" is 55% or the District-wide number of full-time-equivalent (FTE) paraeducator-filled positions as of the end of the 1997-98 school year divided by the total of FTE paraeducator-filled positions and FTE CSW-filled positions as of the end of the 1997-98 school year, whichever is higher. A FTE paraeducator-filled position is 8 hours per day. A FTE CSW-filled position is 6 hours per day. "The benefited percentage" is 55% or the District-wide number of paraeducators who are incumbents of positions assigned 4 hours or more per day as of the end of the 1997-98 school year divided by the total number of paraeducators as of the end of the 1997-98 school year, whichever is higher.
13. Upon request, the District shall furnish CSEA with all information relevant to whether the District has met the provisions of paragraph 11, above. For monitoring purposes, the Unit percentage and the benefited percentage, although calculated from District-wide figures, shall be applied to each work location. If in the future either percentage, when calculated from FTE positions or paraeducators at a particular work location, falls below the levels specified in paragraph 13, the parties shall meet upon the request of CSEA to determine the reasons for one or both of the percentages being below the specified levels. The District shall have the burden of demonstrating that, notwithstanding the lower percentage(s), it is in compliance with paragraph 11, above.
14. Classified workers in the Unit who have a classification seniority date changed pursuant to paragraph 5 shall be paid for all wages, benefits and other emoluments of employment lost after December 19, 1995 as a result of their improper exclusion from the District's classified service.
15. The parties agree to meet promptly and attempt to resolve any disputes arising under the Agreement. Nothing will prevent the parties from agreeing upon methods of resolving such disputes short of going to court.

16. The parties agree to the filing of the Agreement and the dismissal of San Diego Superior Court Case No. 707784. CSEA shall cause this action to be dismissed after ratification of the Agreement by the District's governing board.

**BOARD OF EDUCATION OF THE
SAN DIEGO UNIFIED SCHOOL DISTRICT**

BY: R. Burchill
Roy Burchill, Director Human Resources

Date: 1/28/98

BY:
Jose A. Gonzales, General Counsel (Interim)

Date: 1/30/98

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER NO. 759**

BY: Joan O'Hara
Joan O'Hara, President Chapter 759

Date: 1-13-1998

BY: Howard Lawrence
Howard Lawrence, Director Organizing

Date: 04/05/98

BY: John Baird
John Baird, Field Director

11

Date: 1/12/98

BY: Judy Polk
Judy Polk, Labor Relations Representative

Date: 11/12/98

BY James S. Brown
Jim Brown, Chief Negotiator

Date: 1-12-97

BY: William C. Heath
William C. Heath, Deputy Chief Counsel
January 7, 1998

**GUIDELINES FOR THE REASSIGNMENT OF
SENIORITY DATES WITHIN THE CLASSIFIED SERVICE
(Paraeducator Unit)**

GOAL OF RESEARCH: Account for all time served as an hourly employee. Within the rules established below, determine whether the service was consistent with Education Code classified service exemptions and, if not, determine how the service should be applied to seniority within each classification and to district seniority.

GENERAL RULES

The work histories of all Paraeducator Unit employees will be studied. Included in the review are current supervisors and confidential employees with prior service in the Paraeducator Unit.

2. Many employees have current hire dates that are the same as their seniority dates. Do not exclude these employees as errors have frequently been found in the current hire dates. For work performed from 1974 until the present, the current hire date can be verified (within the month) by examining microfiche payroll records.
3. Do not exclude employees on leaves of absence or reemployment lists.
4. The terms and definitions of the SDUSD/CSEA Agreement settling San Diego Superior Court Case No. 00707784 prevail over conflicting language in these guidelines.

DATES TO BE REASSIGNED

1. Classification seniority date

2. District seniority date

SOURCES OF INFORMATION

1. Departmental files

To the extent that a particular department maintains employee files that contain relevant information, such as copies of assignment authorizations or personnel action forms, these files may be helpful in researching seniority dates. Much of the information contained in such files is available elsewhere but is not so easily accessible.

2. Human Resources Services Division file

A limited amount of information is contained in files in HRSD. These files are useful for documenting separations, original hire dates and original classifications. Beyond that, they have little value.

3. Microfiche pay records

Payroll information on microfiche does not extend back beyond 1974. The microfiched pay histories will tell if the employee was in paid status and under what group (classified hourly, classified monthly, certificated hourly, food services monthly, food services hourly). **Note:** The term "classified hourly" is an oxymoron used by Payroll. One is either classified or hourly, not both. The microfiche records are helpful in reviewing separations, current hire dates, continuity of service, and to determine prior service in another classification. Microfiche records will rarely tell you where the employee was working while hourly. Generally, all hourly work was reported as location 000 or 998.

4. Employee History (microfiche)

Microfiched employee histories provide a comprehensive record of classified assignments of current employees (excludes hourly service). These records are useful in documenting original classification, promotions, demotions, temporary out of class, and layoffs. In addition, the

records show restricted status assignments that have been converted to regular status. The information contained in these records should be verified, where possible, by other documentation (i.e. personnel action forms, assignment authorizations) as errors in status codes and dates have occasionally been found.

5. Mainframe

The on-line personnel system contains information that is limited to assignments since July 1, 1988, including hourly assignments.

6. Information supplied by the employee

When all other sources of information have been exhausted and employee history is still not complete, it will be necessary to ask the employee to provide additional information (i.e. pay stubs, personnel action forms). If the employee cannot provide documentation but does have a recollection of their former work, the information gained may be useful in researching other records (i.e. timesheets from archives).

APPLICABLE BUT NOT EXHAUSTIVE EDUCATION CODE EXEMPTIONS FROM THE CLASSIFIED SERVICE

Students

"Student worker" is defined as a person employed part time by the District who is a full time college student. Full time student status is generally recognized by college institutions to be enrollment in not less than 12 course units each semester or equivalent. For the definition of "College Student Worker" (CSW) or "Certificated Classroom Teacher Assistant" (CCTA), see page 2 of the Agreement settling San Diego Superior Case No. 00707784.

Substitutes

"Substitute" is defined as a person employed by the District for not more than 194 working days, including holidays, sick leave, vacation and other leaves of absence, and who is employed either:

- a. to replace a classified worker who is temporarily absent from duty, or
- b. to fill a vacancy in a classified position which the District is engaged in a procedure to hire a permanent worker to fill the vacancy, provided the District does not fill the vacancy with one or more substitutes for more than 60 days.

Short-Term Workers

"Short-term worker" has been defined by the San Diego Superior Court as a District employee who is employed and paid for less than 75% of the school year (195 working days, including paid leaves) and who is employed to perform specific services that are not extended or needed on a continuing basis, regardless of his or her trade.

PARTICULAR SITUATIONS

Service in Multiple Job Classes as Hourlies

To determine proper seniority for employees who were misclassified as hourlies in more than one job class, standards will be used to identify which out-of-class assignments will be treated as:

- a. promotions to a higher job class
- b. legitimate temporary out-of-class work, or
- c. voluntary demotions to a lower job class

First test: Was the employee working daily in the second classification? If work was not regular and continuing, the assignment was considered a legitimate use of temporary out-of-class.

Second test: If the work was regular and continuing, and in a higher job class, and if the employee did not return to their former classification, the second job class is considered a promotion. (If they returned to their former classification, the

assignment is legitimate TOC.) If the work was regular and continuing, and in a lower job class the assignment in the second job class is considered a voluntary demotion so long as the employee was not concurrently and regularly employed in a higher class.

Temporary Out-of-Class Assignments

Education Code 45110 requires districts, as prescribed in that section, to adjust the compensation for classified employees working out-of class. The Education Code does not stipulate the reasons for such employment or the amount of time an employee may be maintained out-of-class. Employees may have been employed out-of-class. No change should be made to any time served in class as a result of TOC appointments, so long as the employee has received full credit for TOC time in his or her classification.

Restricted Status

The Education Code provides that employees who were hired under Restricted Status for the CETA program or with ESEA funds and subsequently hired as probationary employees would have their original date of hire recognized for seniority purposes. (Education Code 45105 and 45105.1)

Where restricted status appointments were used improperly, the time served shall be revised to regular classified status.

Separations

When an employee resigns or is terminated by the district, they lose their seniority.

Since hourly and probationary employees were ineligible for leaves of absence, it is necessary to review separations in light of an employee's change of status. For example, if the employee was forced to resign due to health reasons as an hourly, he/she would have been eligible for a leave of absence as a monthly. (See Leave of Absence section below.)

Microfiche pay records can be used to verify separations determined not to be leaves of absence. In some cases, the

employee may be separated from one job class or location but continue to work in another. The microfiche pay records should document that employment was continuous.

Leaves of Absence

There are several types of LOA's. Long-term leaves for illness or injury are not considered a break in service (Education Code 45192, 45195). For other types of leaves (i.e. professional study), the guidelines are found in the collective negotiations agreements (the collective negotiations agreements limit continued seniority accrual while on leave to health and pregnancy).

For LOA's where seniority does not continue to accrue, the lost days of service are totaled and "subtracted" from the employee's revised classification seniority dates.

Calendars for each of these adjustments should be kept so that the adjusted date can easily be reviewed in the future.

Transfer Between Classified and Certificated Job Classes

If an employee of a school district employed in a position in the classified service is assigned to a position in the same district requiring certification qualifications, the employee shall retain all sick leave, vacation, and other rights and benefits accumulated by the employee at the time he or she is assigned to a position requiring certification qualifications. All seniority and permanency rights shall be secured to the employee during the period of time he or she occupies a position in the certificated service. The employee's return to the classified service at any time shall be treated as if there had not been an interruption in his or her classified service. (Education Code 44064)

Voluntary Demotion

When an employee accepts a voluntary demotion, he/she continues to accrue district seniority. If the employee is later reemployed in the higher classification, the time served in the lower class does not count towards seniority in the higher class.

Demotion in Lieu of Lay-Off

If an employee accepts a demotion in lieu of lay-off, he/she retains but does not continue to accrue classification seniority in the previous (higher) classification.

Reclassifications

Where seniority involves work that was subsequently reclassified, the new classification is assigned as of the effective date stipulated by Wage and Compensation at the time the study was done, unless the parties agree on a different date, consistent with the Education Code.

FOLLOW-UP PROCESS FOR REVIEW BY EMPLOYEE

After research is completed for the classified employees in a department/site, the following actions shall be jointly undertaken by the District and CSEA:

1. Send each employee (including those whose dates will not change) a summary of their employment history with the recommended revisions. A period of ten (10) days will be allowed for review by the employee. After reviewing the recommendations, if the employee agrees with the conclusions, the employee will be asked to sign a form indicating their agreement. Upon their signature, a change in their seniority dates will be authorized. If they do not agree with the information provided, their response needs to include the dates and classifications with which they disagree as well as their assessment of the correct dates and classifications. If the employee fails to return their form within the ten (10) days allowed, the revision will automatically be accepted.
2. A follow-up process will review all contested employment histories.

