

~~Doc #~~ 830755

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COLLECTIVE NEGOTIATIONS CONTRACT

between the

BOARD OF EDUCATION

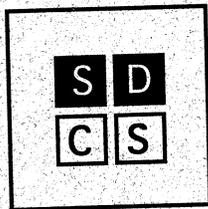
SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SAN DIEGO CHAPTER 724

for the

OPERATIONS-SUPPORT SERVICES
BARGAINING UNIT



July 1, 1999 through June 30, 2002

1,250 employees

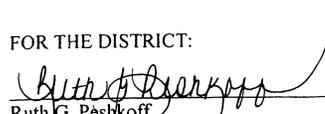
171 pages

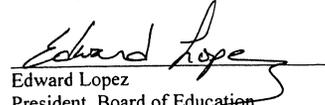
COLLECTIVE NEGOTIATIONS CONTRACT
 between the
BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT
 and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
SAN DIEGO CHAPTER 724
 for the
OPERATIONS SUPPORT SERVICES BARGAINING UNIT

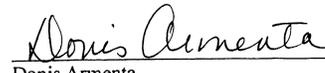
July 1, 1999 through June 30, 2002

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. 724, in accordance with the California Educational Employment Relations Act.

FOR THE DISTRICT:


 Ruth G. Peshkoff
 Employee Services Director
 San Diego Unified School District

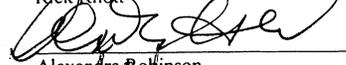

 Edward Lopez
 President, Board of Education
 San Diego Unified School District

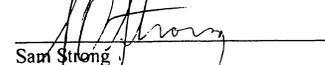

 Donis Armenta


 Roy Birchill

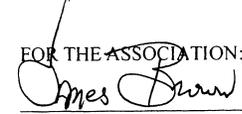

 Sue Gilroy

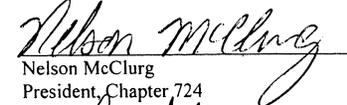

 Rick Knott

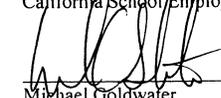

 Alexandra Robinson

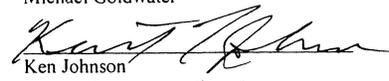

 Sam Strong

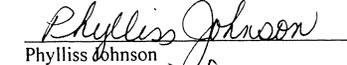
FOR THE ASSOCIATION:

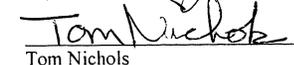

 James Brown
 Chief Negotiator
 California School Employees Association

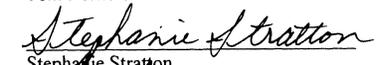

 Nelson McClurg
 President, Chapter 724
 California School Employees Association

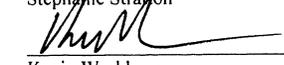

 Michael Goldwater


 Ken Johnson

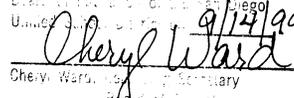

 Phylliss Johnson


 Tom Nichols


 Stephanie Stratton


 Kevin Washburn

Approved on behalf of the
 Board of Education of the San Diego
 Unified School District

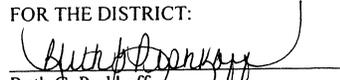

 Cheryl Ward, Secretary
 Board of Education

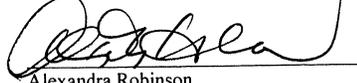
Ratified by CSEA, Chapter 724

Date: September 2, 1999

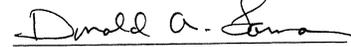
TRANSPORTATION SUB-COMMITTEE

FOR THE DISTRICT:


 Ruth G. Peshkoff
 Employee Services Director
 San Diego Unified School District

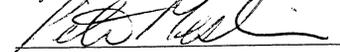

 Alexandra Robinson
 Transportation Services Director
 San Diego Unified School District


 Donis Armenta


 Al Lamar


 John McConahey


 Kay McElrath


 Pete Meslin

FOR THE ASSOCIATION:


 James Brown
 Chief Negotiator
 California School Employees Association

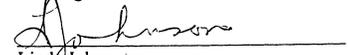

 Nelson McClurg
 President, Chapter 724
 California School Employees Association


 Kathy Deacon


 Willie Evans


 Lonnie Green


 Jamie Ignalino


 Linda Johnson


 Fred Jones


 Patricia Sandilands

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

Ed LopezPresident
 Sue Braun.....Vice President
 John de BeckMember
 Ron Ottinger.....Member
 Fran ZimmermanMember

 Alan D. BersinSuperintendent of Public Education

NEGOTIATING TEAMS

District Team

Ruth Peshkoff
 Donis Armenta
 Roy Burchill
 Sue Gilroy
 Rick Knott
 Alexandra Robinson
 Sam Strong

CSEA Team

Jim Brown
 Michael Goldwater
 Ken Johnson
 Phylliss Johnson
 Nelson McClurg
 Tom Nichols
 Stephanie Stratton
 Kevin Washburn

TRANSPORTATION SUB-COMMITTEE

District Team

Ruth Peshkoff
 Al Lamar
 John McConahey
 Kay McElrath
 Pete Meslin
 Alexandra Robinson

CSEA Team

Jim Brown
 Kathy Deacon
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 Patricia Sandilands



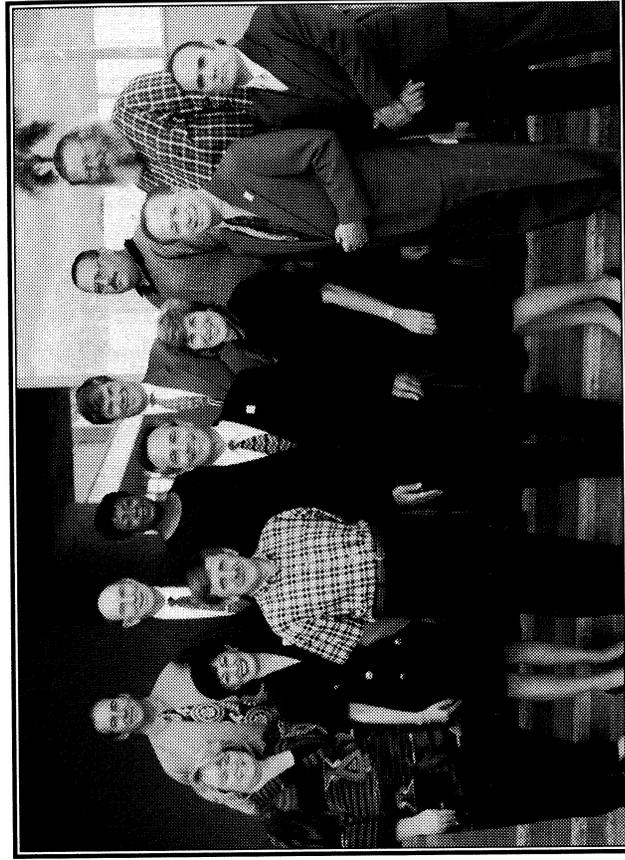
Transportation Sub-Committee

Front Row:

Alexandra Robinson, Jim Brown, Ruth Peshkoff, Willie Evans,
 Jamie Ignalino, Nelson McClurg, Kathy Deacon
 Pete Meslin, Al Lamar, Lonnie Green, John McConahey,
 Linda Johnson, Kay McElrath
 Fred Jones, Patricia Sandilands

Back Row:

Not Shown:



Negotiating Teams

Front Row:

Donis Armenta, Ruth Peshkoff, Nelson McClurg, Alan Bersin,
 Sue Gilroy, Jim Brown, Michael Goldwater
 Tom Nichols, Sam Strong, Phylliss Johnson, Rick Knott,
 Kevin Washburn, Ken Johnson
 Alexandra Robinson, Stephanie Stratton

Back Row:

Not Shown:

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I. AGREEMENT CLAUSE

The articles contained herein and the appendices attached hereto constitute the bilateral and binding Agreement by and between the San Diego Unified School District, hereinafter referred to as the "District" and the California School Employees Association, and its San Diego Unified Chapter No. 724, hereinafter referred to as the "Association."

II. RECOGNITION CLAUSE

The District recognizes California School Employees Association (CSEA) and its San Diego Unified Chapter 724 as the exclusive bargaining representative for all unit members performing work in those classifications recognized in the certification issued by the Public Employment Relations Board on the 8th day of June 1986, in Case No. LA-D-182 pursuant to a Board-conducted secret ballot election. Nothing herein shall preclude the parties from mutually agreeing to modify the unit at anytime.

The California Public Employment Relations Board has certified the California School Employees Association (CSEA) as the exclusive bargaining representative for the classified monthly unit members included in Appendix A of this Agreement.

Section 1: BARGAINING UNIT COMPOSITION

Please refer to Appendix A for included and excluded positions.

Section 2: CLASSIFICATIONS

- A. When a new classification assigned work reasonably related to that done by classifications covered by this Agreement is established, the Association 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 OSS bargaining unit.
- B. The District will notify the Association 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 OSS bargaining unit.
- C. The Parties will meet to reach agreement regarding any already-existing classifications not currently assigned to the OSS bargaining unit whenever either Party believes such classifications are reasonably related to work performed by the other job classes in the OSS 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 Association in writing and, upon request, meet and negotiate regarding any changes proposed for an existing classification within the OSS unit.
- F. It is the District's intent to comply with the provisions of Ed Code 45103 as it applies to classifications and unit members in the OSS bargaining unit.

III. EMPLOYEE ORGANIZATION RIGHTS

Section 1: ASSOCIATION REPRESENTATION

- A. The method of selection of Association stewards is solely the responsibility of the Association. The District agrees to recognize Association-appointed stewards and officers who may receive complaints and grievances, conduct Association business appropriate to the administration of this Contract and conduct such other Association business not otherwise precluded by this Agreement.
- B. The number of Association stewards and alternates for each organizational unit are specified in Appendix C.
- C. Designated alternates shall act for the Association steward only in the absence of the Association steward. The Association shall designate its Association stewards and alternates in writing and shall provide the District with a master list of Association 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 after official notification by the Association. All changes will be delivered to the **Division Head**, 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 ASSOCIATION REPRESENTATIVES

- A. Association representatives (staff, officers, and stewards) shall be granted access to district premises for the purposes of administration of this Agreement 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 Association business, without loss of time, pay or benefits, providing that all time shall be paid at straight time for the shift involved.
- B. All Association business performed by Association 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.

Article III - Employee Organization Rights
Section 2 (continued)

- C. When an Association representative serves more than one school or department site, the Association 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 of his/her principal, department supervisor or designee. Such permission shall not be unreasonably withheld.
- D. The principal or department head, or, in their absence, their designee, shall be notified immediately upon arrival of the Association representative and prior to the conduct of Association business. Association 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 Association representatives and the unit member(s) shall be limited to reasonable time periods mutually agreed upon between the supervisor and the Association 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 association representative and principal or department head or designee. No space will necessarily be excluded nor included from consideration for access. The District shall make every reasonable effort to provide a convenient and appropriate location suitable for the purpose of the association representative's business.
- H. Association representatives shall complete any forms provided by the District for 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 Association 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 the public, but where unit members congregate and shall not be used for non-Association sponsored commercial advertising purposes. Posting shall be done by authorized Association representatives only.

Article III - Employee Organization Rights
(continued)

Section 4: USE OF TELEPHONE DURING NON-WORK HOURS

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.

Section 5: USE OF DISTRICT FACILITIES

The Association shall have the right to reasonable use of district buildings and facilities upon reasonable notice by the Association to the District. Additional costs beyond normal operating expenses shall be borne by the Association.

Section 6: DISTRICT MAIL SERVICE

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

Section 7: SENIORITY LISTINGS

The District will provide the Association one (1) copy each of seniority listings by district seniority date, seniority within classification date (base evaluation date), and current hire date as of October 15 and February 15 each year. The Association may request one (1) additional copy of the seniority listings annually.

Section 8: ALPHABETICAL LIST OF UNIT MEMBERS

- A. The District will provide the Association with an alphabetical list of available names, addresses and telephone numbers of unit members no later than October 15 of each year. (Available addresses and telephone numbers will be provided in those cases where privacy has not been requested.) This list will also provide the cost center number, position title code, work year code, job title, grade, step, rate, position equivalency information, social security number and unit member status. This list shall be updated and forwarded to the Association, without cost, on a monthly basis, November through June.

Article III - Employee Organization Rights
Section 8 (continued)

- B. The District will provide the Association with an alphabetical list of unit members by cost center to include the same information as specified in A. above. The District will provide this list no later than October 15 of each year.
- C. Any additional requests for information from the Association will be charged to the Association.
- D. The Association agrees that it will not disclose any personal data related to unit members contained in the information reports provided by the District under this Agreement to any third party without the unit member's expressed written permission.

Section 9: INTEGRITY OF WORK WITHIN UNIT

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

Section 10: PRINTING AND DISTRIBUTION OF AGREEMENT

The District shall, without charge, have copies of this Agreement printed and distributed to all present and all new unit members. During the duration of this Agreement, unit members shall also receive, without charge, any written amendments to the Agreement. The District will provide the Association, without charge, fifty (50) copies of the Agreement per year.

Section 11: NEW UNIT MEMBERS

The District will make available to the Association, on an ongoing basis, without cost, the name, address, home telephone number, job title, department/site, 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: ORIENTATION SESSIONS FOR NEW EMPLOYEES

The Association will be given the opportunity to attend district new employee orientation meetings and shall be provided up to thirty (30) minutes at the end of the meetings to address its new bargaining unit members. The Association may make Association literature available and utilize videotapes at the meetings.

Section 13: ASSOCIATION MEMBERSHIP MATERIALS

The Association shall have the right to include membership materials in new employee packets issued to newly-hired bargaining unit members by the Human Resource Services Division. The Association shall be responsible for providing an adequate ongoing supply of such materials.

Article III - Employee Organization Rights
(continued)

Section 14: ASSOCIATION LEAVE

A. Bargaining Unit Members

The Association shall have one-hundred and sixty (160) hours per fiscal year (July 1 through June 30) of leave for Association business. The Association shall reimburse the District at an appropriate substitute, extratime or overtime salary rate incurred within thirty (30) calendar days of billing and providing no single member of the bargaining unit, excluding the Association officers, uses more than sixty (60) hours of Association 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 Association.

B. Association Officers

1. The Association shall have one-hundred and sixty (160) hours per fiscal year (July 1 through June 30) of leave for Association officers to use for Association business, providing the Association reimburses the District for the salary of the unit members designated.
2. The Association shall submit written requests for all such leave sufficiently in advance, but not less than forty-eight (48) hours prior to the intended absence, to ensure that consultation/notification can take place with the site and provisions made for substitute coverage, if appropriate.

C. Association Conference

1. The Association shall have up to one-hundred sixty (160) hours per fiscal year (July 1 through June 30) of Association leave to be used for Association chapter delegates to attend the annual Association Conference.
2. The Association 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 Association shall submit written request to the **Division Head**, 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.

**Article III - Employee Organization Rights
Section 14 (continued)**

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 Association in compliance with the California Education Code Section 45210 or its successor. The maximum leave period provided under this provision is two (2) years unless otherwise mutually agreed between the Association and the **Division Head**, Human Resource Services Division, or his/her designee.
2. The Association 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 his/her former position, 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 XVI).
 - 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, 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 12.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 XVII) to classifications identified in subsections a through e above. The officer shall retain his/her former salary in accordance with Article VII, Section 15.

**Article III - Employee Organization Rights
(continued)**

Section 15: ASSOCIATION RIGHTS

A. Calendar Committee

1. The District agrees to establish a joint Calendar Committee composed of an equal number of district representatives, Association 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 which includes traditional, single-track and multitrack 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 Association on the proposed master calendar prior to its adoption by the Board.
- B.** The District will give the Association two (2) copies, without charge, of the planning and final budgets (J200) annually.
- C.** The District will provide to the Association 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.
- D.** The Association President will be provided, via school mail, without cost, a complete set of District Procedures, including Emergency and any other procedures which are normally sent to schools and worksites. The Association President will receive updated revisions and changes to the District Procedures.
- E. Attendance at Board of Education Meetings**

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

Section 16: RIGHTS GRIEVABLE

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

IV. DISTRICT RIGHTS

All matters not specifically enumerated in this Agreement 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 school district and to direct its employees and operations.

V. DEFINITIONS

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

- A. Anniversary Date shall be the first (1st) 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. Association means the California School Employees Association (CSEA) and its San Diego Unified Operations-Support Services (SDU-OSS) Chapter No. 724.
- C. Board of Education means the Board of Education of the San Diego Unified School District.
- D. Department Head means the chief executive officer of a non-school department, with total responsibility to manage all affairs of the department including general control of all district employees assigned to the department.
- E. District means the San Diego Unified School District also known as San Diego City Schools.
- F. Division refers to any of the following major district organizational units (Divisions): The Institute for Learning; Human Resource Services; Finance; Business Services; and the Office of the Superintendent. Division, when used in this Agreement, may mean either the major district organizational unit (division) or a particular division office empowered to render decisions, responses or approvals on behalf of the division.
- G. Division Head refers to the manager in charge of a division, with total responsibility to manage all affairs of the division, including general control of all district employees assigned to the division.
- H. Emergency shall mean any situation which is beyond the control of the District that could not be reasonably anticipated which adversely affects the instructional program or the administration of the District.
- I. Food Services Cluster is defined as a preparation kitchen and its serving locations.
- J. Merit System Rules and Regulations refers to the San Diego City School's Merit System Rules and Regulations for Classified Employees.
- K. Principal means the chief executive officer of one (1) or more schools.
- L. Superintendent means the Superintendent of Public Education of the San Diego Unified School District.

**Article V - Definitions
(continued)**

- M. Supervisor is that person responsible for assigning work and evaluating performance of the bargaining unit member.
- N. Workday is any day when the unit member is not on a scheduled recess and the central administrative offices of the District are open for business.
- O. Unit Member shall refer to all employees who are included in the Operations-Support Services bargaining unit.
1. Permanent Employee. A classified service unit member who has satisfactorily completed the one- (1-) year probationary period.
 2. Permanent/Probationary Employee. A permanent classified service unit member who is serving a one- (1-) year probationary period in a classification in which he/she has not previously served.
 3. Probationary Employee. A newly-hired classified service unit member who is serving the one- (1-) year probationary period.

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 Agreement shall be defined in their usual and customary sense.

VI. NEGOTIATION PROCEDURES

Section 1: TIMING OF NEGOTIATIONS

- A. On or about the first (1st) of March of the year in which this Agreement expires, the Association shall submit its proposals for a successor agreement to the District.
- B. Within forty (40) calendar days after the Association submits its proposals, the District shall submit its initial proposals.
- C. It is the intent of the Association and the District to commence negotiations no later than the first (1st) Tuesday of the month of May.

Section 2: CONSULTANTS

The Association and the District may use 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 Association may designate up to seven (7) representatives, including key witnesses, 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: TENTATIVE AGREEMENTS

The Association 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.

Section 6: AUTHORITY TO BARGAIN

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

VII. WAGES

Section 1: SALARY RATES

- A. **Effective July 1, 1999, the 1998-99 salary rates shall be increased by two and sixty-two one-hundredths percent (2.62%).**
- B. **Effective July 1, 2000, the 1999-00 salary rates shall be increased by three and ten one hundredths percent (3.1%).**
- C. Should the District receive new Revenue Limit Equalization Aid and/or Revenue Limit Deficit Reduction funding for 1999-00 and/or 2000-01, 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 prorata increase for the OSS bargaining unit shall be added to the salary schedule.

If Equalization Aid and/or deficit Reduction is not on-going, the prorata increase for the OSS bargaining unit shall be used to calculate an off-schedule bonus in the years in which the funds are received.

- D. **In the event that the Revenue Limit-funded Cost-of-Living Adjustment (COLA) rate as enacted in the 1999-2000 or 2000-2001 State Budget Acts exceeds three and one-half percent (3.5%), the salary schedule shall be increased by a rate equivalent to the excess in the respective year.**
- E. If any other bargaining unit or employee group within the District receives an increase in salary or receives another form of compensation using resources not previously allocated to that unit or group in settlement of the 1999-00, 2000-01, and 2001-02 negotiations, the bargaining unit shall be entitled to a commensurate prorata amount of compensation. In such an event, the Association and the District shall enter into negotiations to determine the manner in which to compensate the bargaining unit.
- F. Should any other bargaining unit or employee group within the District agree to or receive any wage formula which results in increased compensation for 1999-00, 2000-01, and 2001-02, the bargaining unit shall be entitled to the same provision(s).

Article VII - 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 non-categorical, 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.

B. Non-grievability

Salary increases, if any, provided as a result of the Contract Administration Committee's deliberations are specifically excluded from Article XIV, Grievance Procedure.

Section 3: UNIFORMS

Where required by department policy, the District shall maintain and launder uniforms supplied to unit members. The unit members shall report to work each day in appropriate, supplied uniform. No substitutions or unauthorized clothing may be worn in addition to or in lieu of the uniform. Uniforms shall receive ordinary and reasonable care and shall be returned to the District at the end of employment or upon request. Should the District decide to discontinue supplying uniforms, the Association shall be notified and given an opportunity to consult.

Section 4: MILEAGE

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

Section 5: REIMBURSEMENT FOR PERSONAL PROPERTY LOST/DAMAGED

In accordance with District Procedures, the District will pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member, or vehicles, when such items are damaged in the line of duty as a result of malicious acts and without fault of the unit member.

**Article VII - Wages
(continued)**

Section 6: FOOD SERVICE SITE LEADERS

The District agrees that effective July 1, 1999, the job classifications of Food Service Site Leader I and II shall be eliminated and that all incumbents shall be reclassified as Food Service Site Leaders at salary grade 25.5. All current Site Leader III positions shall be retitled Sr. Food Service Site Leader at their current salary grade of 26.

Section 7: 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 1999-00, 2000-01, and 2001-02 salary schedules and to unit members who retire or are laid off between July 1, 1999, and the date of Board adoption in the applicable year.

Section 8: OVERTIME COMPENSATION

- A. Unit members will be compensated for overtime work 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 in assignments scheduled over a two- (2-) week period using a combination of eight (8) days at nine (9) hours, one (1) day at eight (8) hours and one (1) day off will be compensated for all hours worked in excess of the amount scheduled for each day, or for time worked on any other day during the two- (2-) week period.

**Article VII - Wages
Section 8 (continued)**

B. General Provisions

1. Unit members assigned to professional job classes as defined by law are designated on the classification listing by a single asterisk and 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.
2. Unit members assigned to job classes exempted from overtime compensation in accordance with law are designated on the classification listing by two (2) asterisks and are not eligible for overtime compensation except as provided in Section 8.D.
3. Overtime worked in units of less than **six (6) minutes** will be disregarded for purposes of compensation. For School Bus Drivers and Extraboard Bus Drivers, all overtime worked will be accounted for by minute on a daily basis. The overtime worked is totalled at the end of the month. If the total is not an even quarter hour, it will be rounded to the next higher quarter hour for payment.

- C. Overtime Rates. Unit members other than those referred to in Sections 8.B.1. and 8.B.2. will be compensated at one and one-half (1 1/2) times the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in this schedule. Such 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 in the workweek (as defined in Article VIII, Section 1) where the unit member has worked hours on the six preceding calendar days entitling him/her to compensation. Only the seventh (7th) consecutive workday shall 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.
- D. Holiday Work. Work performed by regular unit members on legal or declared holidays 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 regular rate for any exempt or nonexempt unit members. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.
- E. Method of Compensation. Compensation for overtime will include any special pay additive and may be in the form of payment 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 the supervisor.

Article VII - Wages
Section 8 (continued)

- F. **Military Property Custodian Compensation Rate.** Incumbents in the Military Property Custodian job class will be compensated at a rate of pay no less than is required by federal contract.

Section 9: 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.
- 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 split shift assignment as defined in Article VIII, Section 5, shall be entitled to a split shift differential under the following conditions :
1. The split shift is a continuing assignment for five (5) or more consecutive workdays, and
 2. The length of the period of non-work time is at least one and one half (1 1/2) hours excluding lunch period or rest breaks.

Article VII - Wages
Section 9.D (continued)

3. **Exceptions:**
- a. Unit members assigned to drive district vehicles shall qualify for differential compensation if the length of the period of non-work time is greater than 30 (thirty) minutes excluding lunch period or rest breaks.
 - b. **Unit members assigned to the Food Service Site Leader and Senior Food Service Site Leader job classes shall be eligible for this differential regardless of the number of hours they are regularly assigned to work per day and providing the period of non-work time is at least one (1) hour excluding lunch period or rest break.**
 - c. A School Bus Driver within the Transportation Services Department with a guaranteed base assignment of more than twenty (20) hours per week during their work year will be paid a five percent (5%) split shift differential. This differential is provided in consideration of the hours of availability required of School Bus Drivers. School Bus Drivers are eligible for this differential on the first (1st) day of employment in the classification. All School Bus Drivers employed on a pro rata basis during the extended year with a guaranteed base assignment of twenty (20) hours per week or more will be paid a five percent (5%) 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. **Heavy Hauling Differential** - Maintenance unit members who are required in the normal course of regularly assigned duties, on a continuing 24-hour (daily) basis for extended periods of time (one (1) month or more), to transport and store district-owned tools, equipment, machines, hardware, or other heavy or bulky materials or supplies, are eligible for the heavy hauling differential. Such differential will amount to placement on the step of the salary grade which is approximately seven and one-half (7.5%) above the unit member's regular salary. This section shall apply only to designated maintenance department unit members. This differential will continue in effect during vacation, sick leave, and other paid leaves of absence when the material and equipment aforementioned are in the unit member's care and custody.

**Article VII - Wages
Section 9 (continued)**

F. Anniversary Stipends. Effective July 1, 1998, a unit member in an active monthly bargaining unit assignment as of December 1, of each year will receive an annual lump sum anniversary stipend in accordance with the following schedule:

<u>Years of Qualifying Monthly District Service Completed</u>	<u>Monthly Assignment of Four (4) or More Hours Per Day</u>	<u>Monthly Assignment of Less Than Four (4) Hours Per Day</u>
10 through 12	\$100	\$ 50
13 through 18	\$400	\$200
19 or more	\$700	\$350

Effective July 1, 1999, anniversary stipends shall become, and shall in the future, be subject to the same percentage increase(s) by which the salary schedule is increased as set forth in Article VII, Section 1 (Salary Rates).

G. Relief Custodian Differential - Unit members assigned as relief custodians receive this differential in lieu of out-of-class compensation and all other differentials except the bilingual differential. Such placement shall amount to placement on the next higher salary grade which is approximately seven and one-half percent (7.5%) above the unit member's regular salary. This differential is provided in consideration of a highly variable workday, constantly changing schedule, and requirement to perform out-of-class duties. Unit members are eligible for this differential on the first (1st) day of employment in the classification.

H. 1999-00 and Ongoing OSS Bonus. A permanent or permanent/probationary unit member in paid status as of June 1, 1999 and each June 1 thereafter, will receive a lump sum bonus to be paid by separate warrant during the month of August 1999 and each August thereafter. Unit members in full-time assignments will receive a lump sum bonus of two-hundred and fifteen dollars (\$215). Unit members in less-than-full-time assignments will receive a prorated bonus proportionate to the percentage that their assignment bears to full time. **Effective July 1, 2000, this bonus shall become and shall, in the future, be subject to the same percentage increase(s) by which the salary schedule is increased as set forth in Article VII, Section 1 (Salary Rates).**

**Article VII - Wages
Section 9 (continued)**

I. School Bus Driver Training Incentive - A new School Bus Driver will receive a one- (1-) time **three-hundred (\$300)** dollar lump sum payment after meeting all of the following requirements:

1. Successfully completes the District's behind-the-wheel training program,
2. Obtains a Class B commercial drivers' license,
3. Obtains a School Bus Driver certificate from the California Highway Patrol,
4. Completes a total of **one-hundred (100)** days of paid District service as a School Bus Driver.

This Section 9.I. is subject to cancellation upon written request of either the District or the Association.

Section 10: 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 superintendent 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. When such labor market conditions make it necessary to offer an advance step placement, and upon acceptance by a new unit member, present unit members in the same job class as the position approved for the advance step placement **will** be moved to the step equivalent to that accepted by the new unit member provided: (1) the unit member has demonstrated performance that warrants advancement; (2) the unit member has skills and abilities comparable to the new unit member; (3) advance step placement is recommended by the **Division Head**, Human Resource Services Division, and approved by the superintendent. In such cases, a new increment due date will be established.

C. School Bus Driver Experience Step Credit - **Effective July 1, 1999, one (1) year's salary step credit will be provided on a one- (1-) time only basis to newly hired School Bus Drivers with one (1) full year of public and/or private California school bus driving experience. This shall include substitute bus driving experience. One (1) full year's experience shall be defined as at least one-hundred and eighty (180) days of behind-the-wheel experience within a twelve- (12-) month period. Current School Bus Drivers and Extraboard Bus Drivers who have not attained advancement to step O of the new salary schedule shall also be eligible under the same conditions for this one-time salary step adjustment effective July 1, 1999. It shall be the responsibility of the driver to make application and provide the necessary information for this step adjustment.**

**Article VII - Wages
(continued)**

Section 11: SERVICE INCREMENTS

- A. A regular monthly unit member in an 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 maximum salary for the job class is reached.
- B. A regular monthly unit member in an assignment of less than four (4) hours per day shall be placed on the "A" step of the appropriate salary grade and shall not be eligible for service increments.

(Exception: A regular monthly Food Services Department unit member in an 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- (1-) step salary increase on the anniversary date of his/her employment/promotion until he/she has reached the "D" step. Advancement beyond the "D" step is limited to monthly unit members in regular monthly assignments of four (4) or more hours per day.

- C. A regular monthly unit member eligible for service increments in accordance with Section 11.A. 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 superintendent and approval by the Board of Education. When such a merit increment has been granted, a new anniversary or annual increment due date will be established if such placement is a step less than the maximum for the job class.

**Section 12: SCHOOL BUS DRIVER/EXTRABOARD BUS DRIVER SERVICE
INCREMENTS**

- A. Effective July 1, 1998, a regular monthly driver on the bus driver salary schedule in an assignment of twenty (20) hours per week or greater shall be granted a one- (1-) step salary increase on his/her anniversary date until the maximum step is achieved. The rate of increment between steps shall be approximately two and one-half percent (2.5%) from the initial step until step B is achieved. The rate of increment from step C to step J shall be approximately three and seventy-five one-hundredths percent (3.75%). The rate of increment from step K to L, and for all higher steps through step O, shall be approximately five percent (5%).
- B. A regular monthly driver in an assignment of less than four (4) hours per day shall be placed on the "A" step of the appropriate salary grade and shall not be eligible for service increments.

**Article VII - Wages
(continued)**

Section 13: PROMOTION - OSS SALARY SCHEDULE

- A. A unit member who is promoted from a position on a different classified unit member's salary schedule to a position on the Operations-Support Services Unit members' 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 the Operations-Support Services Unit members' Salary Schedule which would provide an approximate five percent (5%) increase (exclusive of special pay additives) but not more than seven and one-half (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. A unit member who is promoted from one job class on the Operations-Support Services Unit members' Salary Schedule to a higher job class will be placed on the step of the higher salary grade which is at least one (1) 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. If a service increment is not immediately due at the time of promotion to a higher job class, it will be credited in the higher job class on the same date it would have been credited 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 date will be effective on the anniversary date (first [1st] 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. 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 assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by the Classification and Compensation Director.

**Article VII - Wages
(continued)**

Section 14: PROMOTION - BUS DRIVERS' SALARY SCHEDULE

- A. A unit member who is promoted from a position on a different classified unit members' salary schedule to a position on the Bus Drivers' 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 placed upon the Bus Drivers' Salary Schedule at the same step as if the unit member's entire classified service with the District had been in a bus driver classification. (Example: If a unit member with five (5) years of service in other classifications is promoted to a bus driver position from a classification with a lower maximum pay rate, the unit member would be placed on Step "E" of the Bus Driver Salary Schedule. This may result in a reduction in the actual rate of pay at the time of promotion.)

Exception: If the unit member's salary placement under this rule would result in more than a five percent (5%) increase in salary at the time of promotion, the unit member will be assigned to the step that would provide an approximate five percent (5%) increase. If no step exists at approximately a five percent (5%) increase, the next higher step will be assigned resulting in no more than a seven and one-half percent (7 1/2%) increase.

- B. A unit member who is promoted from School Bus Driver to Extraboard Bus Driver will be placed on the step of the higher salary grade which is approximately five percent (5%) (or, if there is no such step, seven and one-half percent [7.5%]) in amount above the unit member's School Bus Driver salary exclusive of special pay additives (with the exception of split shift differential which will be considered part of salary) at the time of promotion. If a service increment is due to the driver at the time of promotion, it will be credited and applied in the determination of the new salary step.
- C. If a service increment is not immediately due at the time of promotion to a higher job class, it will be credited in the higher job class on the same date it would have been credited in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the driver has already reached the maximum step on the salary grade of the lower job class, a new service increment date will be effective on the anniversary date (first [1st] day of the month in the month promoted for drivers promoted between the first [1st] and fifteenth [15th] of the month; first [1st] day of the month following the month promoted for drivers 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 driver 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.

**Article VII - Wages
Section 14 (continued)**

- E. A driver 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 assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by the Classification and Compensation Director.

Section 15: PLACEMENT IN LOWER JOB CLASS

- A. When a permanent unit member is reassigned to 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 Article IX of the Merit System Rules for Classified Unit members, the step placement on the salary grade for the lower job class will be the same as it would have been if the original placement and entire district service had been in the lower job 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 that step that will result in the smallest reduction in pay from the current dollar rate.
- B. Permanent. When a permanent unit member is reassigned to a position in a lower job class resulting from reclassification 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 salary grade to a whole salary 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 members 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. Permanent unit members so protected and who are 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 of their 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 month period will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.

Article VII - Wages
Section 15 (continued)

- C. Probationary. 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.
- D. Permanent/Probationary. When a permanent/probationary unit member is reassigned to a position in a lower job class resulting from reclassification of the position, or demoted in lieu of layoff, 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 salary grade to a whole salary 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 the number of months of service in the job class from which the unit member is being demoted. At the end of this period, the salary will be changed to the maximum for the lower job class. A permanent/probationary 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 the 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 period of salary protection will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.
- E. Placement in Lower Job Class on the Bus Driver Salary Schedule.
1. Placement in a lower job class, for the purposes of the Bus Driver's salary schedule, is defined as placement in a School Bus Driver or Extraboard Bus Driver classification after service in a job classification with a higher maximum pay rate.
 2. A unit member who is reassigned to a School Bus Driver or Extraboard Bus Driver classification from a classification with a higher maximum pay rate at the unit member's own request or a permanent unit member who is demoted in accordance with Article IX of the Merit System Rules for Classified Unit members will be placed upon the Bus Drivers' Salary Schedule at the same step as if the unit member's entire service with the District would have been in a bus driver classification.

Article VII - Wages
Section 15 (continued)

EXCEPTION: Unit members with previous district experience as a permanent classified School Bus Driver or Extraboard Bus Driver will be placed on the salary schedule on the step with the OSS grade equivalent equal to their most recent step placement as a School Bus Driver or Extraboard Bus Driver plus credit for additional years of district service in the same type of work, not to exceed the maximum step of the School Bus Drivers'/Extraboard Bus Drivers' salary schedule.

Section 16: UNDERPAYMENTS AND OVERPAYMENTS

Each unit member is encouraged to review the 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 will issue a supplementary warrant for the amount due as soon as possible. State law and the Bylaws of the Board of Education 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 total amount overpaid. The recovery schedule will include consideration to both the district and the unit member.

Section 17: 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 workmonth.) Daily pay rates are determined by multiplying the hourly rates by the number of hours assigned per workday.

Section 18: PARTIAL-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS

- A. A newly-hired unit member will have the initial monthly pay adjusted to the number of days of service rendered multiplied by the daily rate. A terminating unit member will have the terminal monthly pay 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 working day 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 VII - Wages
Section 18 (continued)

- C. Effective April 1, 1997, eleven- (11-) month School Bus Drivers and Extraboard Bus Drivers who are offered an extended year assignment of five (5) days or less past the end of their regular work year will have their pay calculated as follows:
1. Assignments averaging half-time or more will be paid at the driver's current monthly salary times his/her current position equivalent.
 2. All other assignments will be paid at the driver's current monthly salary divided by 173.33 times the number of hours worked.
- D. 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 working days 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.
- E. A 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.
- F. 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.
- G. Unit members in a paid status at year-round schools for the entire work year shall be paid twelve (12) equal checks.
- H. Unit members will be paid on the last workday of the month.

Article VII - Wages
(continued)

Section 19: SERVICE AWARDS

At stated intervals, additional compensation may be granted in the form of service awards recognizing length of service. These awards will be in the form of certificates, pins, buttons, or other objects. Such service awards will designate appropriate periods of service and will be a regular part of the compensation schedule as established by the Board of Education.

Section 20: COMPENSATION FOR WORKSHOP PARTICIPATION

The California or federal minimum wage rate (whichever is higher) will be paid for workshop participation. This rate applies to regular monthly classified unit members of the San Diego Unified School District who participate in workshops of a general informational nature at the requirement of the district or who participate in designated optional workshops provided by the district for their own professional or personal growth. (Examples of such workshop training include Race/Human Relations training, Bus Licensing Renewal training, etc.) Such qualifying workshop participation will be paid at the straight or overtime workshop participant rate in accordance with the rules and regulations currently in effect as set forth in the salary schedule appropriate to the unit member's regular assignment with the District.

Section 21: UNIT MEMBERS TRANSFERRING BETWEEN SALARY SCHEDULES

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

VIII. 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 calendar shall begin on Monday at 12:00 a.m. and end on the following Sunday at 11:59 p.m. The non-traditional workweek shall not exceed five (5) consecutive workdays starting any day other than a Monday. A change of assignment from a traditional workweek to a non-traditional workweek shall be based upon the efficient operation of the District and in accordance with this Agreement.
- B. The length of the workday and workweek shall be designated by the District subject to other applicable provisions in this Agreement. Each unit member shall be assigned a regular, ascertainable number of hours per week.

Section 2: ALTERNATIVE WORKWEEKS FOR FULL-TIME EMPLOYEES

- A. Requests for an alternative workweek will be considered provided there is adequate supervision for unit members working under that schedule and that the same or improved quantity and quality of service can be supplied at no additional cost to the District.
- B. The following alternative workweeks may be authorized for limited or continuing periods of time upon mutual agreement between the site administrator/department head and the affected unit members or when required for the efficient operation of a department or site. Affected unit members shall be given the opportunity to provide input. Modifications other than those listed below can be selected if they result in eighty (80) hours of paid time in a two- (2-) week period and are mutually agreeable to the unit member and supervisor.
1. Forty- (40-) hour workweeks consisting of four (4) ten- (10-) hour workdays per week.
 - a. Whenever one or more holidays occurs in such a workweek, assignments, if possible, shall revert to an eight- (8-) hour basis for all other days in that workweek.
 2. Eighty (80) hours scheduled over a two- (2-) week period using a combination of eight (8) days at nine (9) hours, one (1) day at eight (8) hours, and one (1) day off.

Article VIII - Hours of Employment Section 2.B. (continued)

- a. Whenever one (1) holiday occurs on a scheduled nine- (9-) hour workday in such a workweek, the workweek shall be modified as follows:
 - Nine (9) eight- (8-) hour workdays, and one (1) eight- (8-) hour holiday. or
 - The workday which was scheduled to be an eight- (8-) hour workday is changed to a nine- (9-) hour workday while the hours scheduled for the holiday revert from nine (9) to eight (8).
 - b. Whenever one (1) holiday occurs on the scheduled day off in such a workweek, the workweek shall be modified as follows:
 - The scheduled day off is taken as a paid holiday and all other nine (9) workdays during the workweek revert to eight (8) hours, or
 - The scheduled day off is taken without pay, the eight- (8-) hour workday is taken as a holiday, and eight (8) days at nine (9) hours are worked.
 - c. Whenever two (2) holidays occur during a workweek, all ten (10) workdays or holidays in the workweek revert to eight (8) hours.
- C. Unit members assigned to an alternative workweek shall be eligible for all contract benefits accorded to all other unit members.

Section 3: SCHOOL BUS DRIVER/EXTRABOARD BUS DRIVER WORK YEAR

- A. The work year for drivers assigned on a ten- (10-) month basis shall be two hundred seven (207) consecutive days in paid status. The work year for drivers assigned on an eleven- (11-) month basis shall be two hundred thirty-nine (239) consecutive days in paid status. The work year for drivers assigned on a nine- (9-) month basis shall range between one hundred seventy-eight (178) and one hundred eighty-six (186) days in paid status, beginning and ending on the same dates as the work year for drivers assigned on a ten- (10-) month basis, but excluding intersession days when single-track schools are not in session. A nine- (9-), ten- (10-), eleven- (11-) and twelve- (12-) month assignment does not guarantee a particular type of bus, program, or route to which a driver will be assigned. The District will meet with the Association and determine the number of days in each nine- (9-) month work year.
- B. The District may employ School Bus Drivers on a nine- (9-) month basis subject to the following guidelines:

Article VIII - Hours of Employment
Section 3.B. (continued)

1. Drivers hired on a nine- (9-) month basis shall be provided the same number of paid holidays as are earned by drivers assigned on a ten- (10-) month basis.
2. Intersession work occurring during the traditional school year shall be offered on a right of first refusal basis to School Bus Drivers before offering work to exempt hourly employees. Drivers assigned intersession work shall receive not less than the compensation and benefits which are applicable during the regular academic year.
3. Drivers who are unable to work at the start of an intersession period due to medical or industrial leaves of absence will not be considered for assignment until such time as they are released by their physician to return to work. Upon return to work, the drivers will be provided the longest track available without displacing other classified drivers.
4. Drivers assigned on a nine- (9-) month basis will be considered for extended year work together with, and on the same basis as, drivers assigned on a ten- (10-) month basis.

Section 4: WORK SCHEDULE [Excluding School Bus Drivers/Extraboard Bus Drivers]

- A. The unit member's supervisor shall establish the unit member's work schedule at the time of initial employment. A change in 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. In an emergency; or
 3. 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 two (2) workdays written notice for a temporary change in work schedule.
- B. The unit member's supervisor will discuss, with the unit member, any problems affecting the implementation of work schedule changes.
- C. 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 child care issues which conflict with the proposed work schedule change and which cannot be rescheduled at a time compatible with the proposed work schedule.
- D. A unit member's work schedule shall not be changed temporarily to avoid the payment of split shift or night shift differentials.

Article VIII - Hours of Employment
(continued)

Section 5: SPLIT SHIFT WORK SCHEDULE

Split shift shall be defined as a continuous period of non-work time scheduled within the workday excluding lunch periods or rest breaks. Unit members assigned a split shift schedule may be eligible for differential compensation as defined in Article VII, Section 9.D.

Section 6: INCREASES IN ASSIGNED TIME [Excluding School Bus Drivers/Extraboard Bus Drivers]

- A. Whenever the District increases the workday or work year of a position, it shall offer the increases to unit members who hold the positions being increased. Prior to permanent increases in the workday, 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. Prior to permanent increases in the work year, unit members will be provided at least thirty (30) calendar days advance written notice of the change. Exceptions to this notice may be made by mutual agreement of the unit member and the supervisor. This subsection shall not apply to Food Service Worker I's.
- B. 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.
- C. Unit members whose workday or work year is permanently increased shall, upon written request, be given the right of first refusal to return to the former work schedule in the event that a vacancy should occur in the same classification within the same site or department at the former work schedule.

Section 7: LUNCH PERIODS [Excluding School Bus Drivers/Extraboard Bus Drivers]

- 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.

Article VIII - Hours of Employment
Section 7 (continued)

- C. 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(s).
- D. 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. **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 Association.**
- E. No food service unit member who works three and one-half (3.5) hours or less shall be required to have a lunch period or a split shift except when mutually agreed to by the unit member and the unit member's supervisor.

Section 8: SCHOOL BUS DRIVER/EXTRABOARD BUS DRIVER LUNCH PERIODS

- A. Drivers assigned for more than five (5) hours per day shall be entitled to a duty-free lunch period of not less than thirty (30) minutes. Normally, the lunch period shall be as close to the middle of the shift as feasible. Drivers shall not be assigned standby or other duty during the lunch period and are free to leave the work location during the lunch period.
- B. Upon assignment to a single-tier track of five (5) hours or more, drivers will meet with their supervisors to determine a mutually acceptable duty-free lunch period of at least thirty (30) minutes. If no opportunity exists for a lunch period and with mutual agreement between the driver and the supervisor, the driver shall be paid in lieu of the lunch period.
- C. Drivers who perform dry runs during their regular scheduled workday shall observe a non-paid, thirty- (30-) minute lunch period. If no opportunity exists for a lunch period and with prior mutual agreement between the driver and the supervisor, the driver shall be paid in lieu of the lunch period.

Section 9: LUNCH PERIODS OR REST BREAKS FOR UNIT MEMBERS ASSIGNED DISTRICT VEHICLES

Unit members assigned District vehicles may take their lunch period or rest break at a non-district location provided that:

- A. The unit member is enroute between scheduled District sites during his/her regularly scheduled lunch period or rest break, and
- B. The location is on a reasonably direct route between the same scheduled District sites.

Article VIII - Hours of Employment
Section 9 (continued)

Drivers, prior to taking their lunch period or rest break, shall take reasonable precautions to safeguard the district vehicle and its contents. When practical, the District will provide locks and/or material for securing the vehicle and its contents.

Section 10: REST BREAKS [Excluding School Bus Drivers and Extraboard Bus Drivers]

- 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. **Unit members shall not be assigned standby or other duty during the rest break.**
- C. 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 location** during rest breaks without permission in advance from their supervisors.

Section 11: SCHOOL BUS DRIVER/EXTRABOARD BUS DRIVER REST BREAKS

- A. Drivers assigned for more than three and one-half (3-1/2) hours shall be entitled to a fifteen- (15-) minute rest break. Drivers assigned **six (6)** hours or more shall be entitled to thirty (30) minutes per day of rest break. Drivers shall take their break time at their convenience providing that route schedules are not adversely affected. Drivers shall be entitled to fifteen- (15-) minute rest break periods but may elect to take their breaks in any other combinations desired provided each break is not less than ten (10) minutes in duration.
- B. If no opportunity exists within the driver's schedule to take the rest break(s) due, drivers will advise their supervisor in advance, if possible, to be authorized for payment in lieu of the rest break(s) missed. If a rest break is missed, drivers shall see their supervisor in a timely fashion for approval of payment for the break period. When payment is provided in lieu of a rest break, unit members shall not be required to remain at the workplace beyond their normal schedule in order to qualify for payment.

Section 12: 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.

**Article VIII - Hours of Employment
(continued)**

Section 13: 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 Article VII, Section 8, of this Agreement. 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. Unit members shall be informed by their supervisors whether or not they are being requested for an early call-in or a change in work schedule.

Section 14: 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 **extratime**/overtime in connection with such situations, a reasonable amount of travel time shall be included.

Section 15: OVERTIME

- A. The District reserves the right to assign overtime to any unit member in the unit and to compensate unit members for overtime worked in accordance with Article VII, Section 8. 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 method of compensation (either overtime pay or compensatory time off) shall be by mutual agreement between the unit member and the supervisor.

Reasonable rotation of overtime assignments among qualified unit members shall be attempted among unit members within the same classification at sites/departments. Any unit member who has taken advantage of, or waived, the overtime opportunity, shall move to the bottom of the rotation list. Supervisors shall also consider job knowledge, performance, work skills, reliability and availability in making overtime assignments.

- 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. Peak period overtime must be approved by the division head or his/her designee.

**Article VIII - Hours of Employment
Section 15 (continued)**

- C. Unless otherwise impracticable, bargaining unit members shall have the right of first refusal for overtime within their classification .
- D. 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.
- E. When compensatory time is agreed upon, 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 16: SHIFT CHANGES [Excluding School Bus Drivers/Extraboard Bus Drivers]

- A. Permanent unit members may request shift changes in their classification at their assigned site/department.
- B. When a vacancy occurs, the assignment shall be offered to the permanent unit member with the greatest classification seniority, provided the duties and responsibilities are not significantly different from those the unit member is currently performing. If unit member selection is **to be** made using **criteria** other than seniority, the supervisor shall **notify the Association** and meet with the affected unit member(s) **to** explain the selection criteria. Failure to accept an offered assignment will have no bearing on eligibility for future vacancies. The start date of the shift change will be by mutual agreement consistent with the needs of the District.
- C. For purposes of this Section, a shift change shall be defined as a change in work schedule which results in the addition or deletion of a shift differential as defined in Section 9.A. of Article VII.

Section 17: PERMANENT INCREASE IN HOURS, AND FILLING VACANT POSITIONS, (FOOD SERVICE WORKER I's)

This Section shall apply only to Food Service Worker I's:

- A. Offers of a permanent increase in hours will be based on program needs. Assignments of less than four (4) hours per day will be offered to Food Service Worker I's within their respective Food Service clusters. Assignments of four (4) or more hours per day will be offered to Food Service Worker I's within cluster combinations mutually-agreed upon between the District and the Association. Assignments will be offered based on classification seniority and availability to work the assignment. In order to be considered, Food Service Worker I's must demonstrate the ability to perform the work.

**Article VIII - Hours of Employment
Section 17 (continued)**

- B. The status of a vacant position greater than two (2) hours will be noted on the posted assignment work schedule. When a vacant position is to be filled, it shall be filled as soon as possible.
- C. Updated lists indicating each Food Service Worker I's classification seniority shall be posted at each Food Service site. Such lists shall indicate seniority within the cluster and within the combination cluster.

Section 18: TEMPORARY INCREASE IN HOURS, FOOD SERVICES

The District will offer temporary increases in hours to unit members within the applicable job classification and food services cluster. Assignments will be made on a rotational basis in seniority order.

**Section 19: EXTENDED-YEAR ASSIGNMENTS, FOOD SERVICES
(Intersession, Summer, Winter or Spring Recess Work)**

- A. Extended-year assignments may be requested by unit members on a District form. Offers of extended year assignments will be based on program needs. Extended-year assignments will be offered to unit members based on classification seniority and availability to work the assignment. In order to be considered, unit members must demonstrate the ability to perform the work.
- B. Food service unit members who are unavailable to work at the start of an extended-year work period due to medical or industrial leaves of absence will not be considered for an assignment until such time as they are released by their physician to return to work. Upon return to work, the unit member will be provided the longest assignment available without displacing other food services unit members.

Section 20: LIGHT DUTY PROGRAM

- A. The District is committed to making reasonable accommodations for unit members returning to their regular assignment from work-related or nonwork-related injury or illness leave.
- B. When reasonable accommodation is not possible, unit members who are transitioning back to work from sick leave or occupational injury or illness leave and cannot perform their usual and customary job duties shall be eligible for light duty. Light duty alternative assignments, without loss of regular pay, will be offered by the unit member's Department accordingly:

**Article VIII - Hours of Employment
Section 20.B. (continued)**

1. Light duty assignments are made for a maximum of ninety (90) calendar days.
2. The kind of light-duty assignments offered are contingent upon the treating physician's recommendation as to the unit member's medical status and restrictions.
3. The District and the Association will identify light duty assignments. Assignments may include work outside of the unit member's classification.
4. The light duty assignment may be discontinued or changed if the unit member's restrictions are modified by his/her treating physician.
5. The assignment of light duty work will not result in the displacement or reduction in hours for any other classified employee.
6. Unit members shall be given five (5) calendar days' notice prior to any change to the light duty hours of assignment.
7. If the number of unit members qualifying for light duty assignments exceeds the available work, priority will be given to unit members with occupation-related injury or illness.
8. Unit members participating in a light-duty assignment are responsible for notifying their supervisor in advance of all follow-up medical appointments and submitting documentation from their physician of any change in their medical status.
9. Unit members in the food services job family will be offered light duty assignments within their respective clusters or at the Food Services central office. Unit members in the building services job family will be offered light duty assignments by the Maintenance Operations central office.

Section 21: SCHOOL BUS DRIVERS/EXTRABOARD BUS DRIVERS

A. Definitions

1. Base means a regular ascertainable minimum number of hours per week assigned and guaranteed at the time of employment.
2. Base-Plus means a temporary increase of work hours above the base.

Article VIII - Hours of Employment
Section 21.A. (continued)

3. Classification Seniority means the current total length of service in the classification from the classification seniority date, plus all seniority in higher-paid classifications.
4. Coord means the coordinating schedule showing driver, track, and trip assignments for a period of time, typically one (1) week in duration.
5. **Demand-Response Assignment means a service requiring a driver that arises with less than thirty-six (36) hours notice.**
6. District Seniority means current total length of service from the earliest classification seniority date in any classification.
7. Dry Runs means one or more trips operated without student passengers for the purpose of instruction and practice by the driver, including preparation of left/right directions and familiarization with trips timing and bus stop locations.
8. Early-Out Days means minimum days identified by schools on which students are dismissed early each week.
9. Extended Year Assignments means assignments provided beyond a driver's nine- (9-), ten- (10-) or eleven- (11-) month work year.
10. Field Trips means transportation services provided to and from off-campus locations.
11. Intersession means days when year-round schools are not in session during the traditional school year.
12. Late Activity means transportation services provided from school of attendance to school of residence after the regular PM bus service.
13. Pre-School Activities means transportation services provided prior to the start of the school year (i.e. transportation to and from athletics).
14. Physical Therapy Trips means transportation services to and from therapy centers.
15. Pupil Progress Reporting Days means school days with an early dismissal time for parent conferences.
16. School Finals Schedule Changes means changes in PM bus schedules caused by changes in school dismissal times during final examinations.

Article VIII - Hours of Employment
Section 21.A. (continued)

17. Seniority Ranking. For purposes other than layoff, seniority ranking shall be determined in the following order:
 - a. Classification seniority.
 - b. District seniority.
 - c. Date a driver was hired as an exempt hourly driver, excluding employment prior to a break in service.
 - d. If a tie still exists, a lottery will be held to break a tie.
 18. Single-Tier Track means a track with no split shift.
 19. Tier means a period of work time consisting of a single trip or two or more trips coupled together.
 20. Track means a trip or trips assigned to a bus.
 21. Year-Round Track Changes means dates upon which single-track or multitrack school schedules begin or end.
- B. Modified Workweek
1. The Parties agree that part-time School Bus Drivers and part-time Extraboard Bus Drivers may be assigned to modified schedules wherein the number of hours assigned may vary from day-to-day within the workweek.
 2. Modified schedules are assignments containing the following trips: pupil progress report days; regularly scheduled early-out days; field trips; late activity transportation; physical therapy trips; school finals schedule changes; pre-school activities; and year-round track changes.
 3. Other types of trips may be assigned modified schedules upon mutual consent of the District and the Association.
 4. Such assignments to modified schedules are subject to the following limitations:
 - a. The total number of hours per week shall equal at least the total minimum number of hours per week assigned prior to placement on a modified schedule.

Article VIII - Hours of Employment
Section 21.B. (continued)

- b. Drivers assigned modified schedules shall be entitled to overtime compensation as specified in Article VII, Section 8, of this Agreement.
- c. Drivers assigned to modified schedules shall be entitled to holiday observance time or compensation equal to the time that would have been earned prior to placement on a modified schedule.

C. Work Schedule

- 1. At the time of employment, the driver's supervisor shall establish the driver's coord assignment. The driver will also be advised of their required hours of availability and maximum spread. Coord assignments for School Bus Drivers will be established within the driver's hours of availability and will not exceed the maximum spread. The maximum spread is defined as the greatest amount of time that may elapse from the first assigned clock-in to the last assigned clock-out of each workday.
- 2. For School Bus Drivers assigned twenty-five (25) or more hours per week, the typical assignment given will include a mid-day split of two (2) to five (5) hours. The length of the split may vary from day to day depending upon midday trips assigned. The drivers may be temporarily assigned to a single tier track.
- 3. The required hours of availability and maximum spread for **School Bus Drivers'** work year schedules are outlined below based upon the guaranteed hours of the assignment:

<u>Guaranteed Base Hours</u>	<u>Required Hours of Availability</u>	<u>Maximum Spread of Daily Work Schedule</u>
35-40 Hrs/Wk	5:15 a.m. - 5:45 p.m.	12.5 Hours
30-34 Hrs/Wk	5:15 a.m. - 5:45 p.m.	12.0 Hours
27.5 Hrs/Wk	12:00 p.m. - 10:00 p.m.	10.0 Hours
25.0 Hrs/Wk	5:15 a.m. - 5:45 p.m.	12.0 Hours
20.0 Hrs/Wk - AM	5:00 a.m. - 11:30 a.m.	6.0 Hours
20.0 Hrs/Wk - PM	11:30 a.m. - 5:45 p.m.	6.0 Hours
15.0 Hrs/Wk	11:00 a.m. - 5:00 p.m.	4.5 Hours
10.0 Hrs/Wk	5:00 a.m. - 8:30 a.m.	3.5 Hours

- 4. **Fifteen (15) Hour Per Week or Less Assignments:** For School Bus Drivers assigned fifteen (15) hours or less per week, the hours of availability are restricted to a single tier (a.m. or p.m.) assigned as one continuous time block.

Article VIII - Hours of Employment
Section 21.C. (continued)

5. Twenty- (20-) Hour Per Week Assignments:

- a. **Twenty- (20-) hour per week assignments are straight-through assignments with no lunch break required. The District is not obligated to pay a lunch break penalty, as noted in Article VIII, Section 8B, when the driver is assigned within the stated hours of availability.**
 - b. **The District will require drivers in the twenty- (20-) hour per week (PM) positions to be certified on all buses. Effective July 1, 1999, any new driver assigned to a twenty- (20-) hour per week (AM) position must be certified on all buses.**
 - c. **The District may reassign any twenty- (20-) hour per week driver from track to track after the Primary Coord.**
 - d. **The twenty- (20-) hour per week (AM) and (PM) positions will not exceed five (5) positions respectively, unless mutually agreed upon by the District and the Association.**
 - e. **Assignments to twenty- (20-) hour per week positions will be made based on a seniority basis.**
- 6. School Bus Drivers may waive the availability and maximum spread restrictions by submitting a request and meeting with their supervisor to mutually determine when the change will occur. The waiver will continue until such time as the driver submits a request and meets with his/her supervisor to mutually determine when the restrictions will be restored. Waivers may not be rescinded, except for compelling reasons, from August 15 through Thanksgiving Day.
 - 7. A change in the coord assignment is defined as a modification of a driver's start and/or stop time. The coord assignment may be changed by the District under the following circumstances:
 - a. when mutually agreed to by the driver and the driver's supervisor,
 - b. in an emergency,
 - c. when the driver is given a minimum of five (5) calendar days' notice prior to a change in work schedule for coords beginning on Mondays,
 - d. when the driver is given a minimum of three (3) working days notice prior to a change in work schedule for coords beginning on a day other than Monday,

Article VIII - Hours of Employment
Section 21.C.7. (continued)

- e. when the driver is given a minimum of two (2) working days notice prior to a change in work schedule to participate in training required by the District.
8. Extraboard Bus Drivers shall be excluded from work schedule change notification but shall be entitled to a minimum of five (5) calendar days' notice prior to the effective date of a change in workshift. For purposes of this Subsection, a workshift shall be defined as "a.m., midday, p.m. and evening" as commonly practiced in the Transportation Department. Preference for available workshifts will be given to Extraboard Bus Drivers based upon seniority ranking.
9. For compelling personal reasons, School Bus Drivers/Extraboard Bus Drivers with equal base hours will be allowed the flexibility to trade tracks/shifts within each job class. Proposed track/shift trades must have the approval of the supervisor and be requested prior to the implementation of the coord. The District is not responsible for identifying or coordinating possible track/shift trades. This is solely the responsibility of the School Bus Drivers/Extraboard Bus Drivers involved. Such requests will not be unduly denied.
10. The driver's immediate supervisor shall discuss any problems affecting the implementation of work schedule changes with the driver.

D. Additional Work Assignments (within Transportation Services Department)

1. Rotation of additional work assignments among School Bus Drivers and Extraboard Bus Drivers will be maintained. On traditional workdays, trips that are not assigned as a part of the regular coord will be offered to School Bus Drivers on a rotational basis.
2. On non-traditional workdays (weekends and holidays), assignments shall be offered to Extraboard Bus Drivers and School Bus Drivers on a right of first refusal basis. Out-of-county work assignments shall be offered first to Extraboard Bus Drivers and then to qualified School Bus Drivers when the number of assignments exceeds the number of available Extraboard Bus Drivers.
3. The District may assign trips to monthly drivers outside of the Additional Work Assignments List provided that such trips utilize the previously unassigned paid time (i.e., prep time or canceled trip) and do not increase the driver's paid time for the day by more than fifteen (15) minutes. The District may not change the drivers clock-in time.
4. For work performed on weekends and holidays, the driver shall be paid for the actual time worked or two (2) hours per tier, whichever is greater.

Article VIII - Hours of Employment
Section 21.D. (continued)

5. In order to qualify for extra work rotation, a driver must be in a monthly salaried position of one-half (1/2) time or more and be in active status for the coord during which the assignment is made.
6. Drivers may apply at any time for inclusion on the extra work rotation list and are responsible for requesting inclusion on the list. If they fail to do so, they will not be offered extra work. Drivers removed from the list may reapply after the start of the next semester.
7. New hires will be excluded from the rotation list until they have successfully completed the Transportation Department's field trip inservice class.
8. Drivers will be removed from the rotation system when they notify their supervisor they no longer wish to be considered, refuse three (3) consecutive extra work offers, or, when they accept an offer and then miss-out.
9. **For compelling personal reasons, which are subject to verification upon request, drivers are allowed two (2) emergency deferrals per school year (September to August). When a deferral is used it is counted as a refusal, but the driver will remain at the top of the list for the next assignment. Drivers shall notify their supervisor at least one-half (1/2) hour prior to the beginning of the workday if the emergency deferral is needed.**
10. Any trip not pre-assigned to a track will be considered for rotational assignment unless it can be placed into an existing slot on the coord, is a trip requiring "demand response" service (less than thirty-six [36] hour notice), is canceled, or the circumstances of the trip change make the driver ineligible.
11. Operations staff shall not delay inclusion of trips on the rotation list. Effort shall be made to minimize "demand response" trips.
12. The rotation list will include driver information supplied through the driver assignment system. The driver information will include name, vehicle qualification, and indicate successful completion of the field trip inservice class. The system will maintain a one-year history of previous offers and driver responses.
13. Drivers entering the list will appear at the bottom of the list by seniority ranking. Any driver eligible to accept an extra work assignment will move to the bottom of the list whenever (s)he has taken advantage of, or waived, the additional work assignment opportunity.

Article VIII - Hours of Employment
Section 21.D. (continued)

14. The top name from the rotation list will be picked providing the driver has no conflict with existing assignments, has the necessary qualifications, and would not exceed the legal driving time limits.
15. At approximately 9:00 a.m. daily, notes will be placed on message cards of drivers being offered extra work. The offer will remain valid until 5:00 p.m. or until the driver clocks out for the day, whichever is later. Failure to respond to notification will be considered a refusal of the offer.
16. The dispatcher/supervisor will record the offer accordingly in the rotation system. Offers which expire will be automatically noted.
17. Upon accepting an offer, the driver will be allowed up to twenty (20) minutes prep time per trip. No dry run time will be allocated.
18. The rotation list showing only eligible drivers for the next coord will be posted by Friday in a prominent location accessible to drivers. The preceding list will remain posted. Additional work assignment procedures will be posted next to the rotation list.

E. Demand-Response Assignments

1. **A daily sign-up sheet shall be maintained indicating those Extraboard Bus Drivers, monthly School Bus Drivers, and Substitute Bus Drivers who are available for demand-response assignments.**
2. **The addition of a demand-response assignment shall not cause any driver to exceed maximum, legal daily driving and/or duty hours.**
3. **First priority for demand-response assignments shall be given to Extraboard Drivers providing that:**
 - a. **All monthly School Bus Drivers with paid unutilized time are considered and assigned first, where possible.**
 - b. **There is adequate Extraboard coverage available for the day.**
4. **Second priority for demand-response assignments shall be given to available and qualified monthly School Bus Drivers on the sign-up sheet.**
5. **Third priority for demand-response assignments shall be given to available and qualified Substitute Bus Drivers on the sign-up sheet.**

Article VIII - Hours of Employment
Section 21.E. (continued)

6. **Last priority for demand-response assignments shall be given to any qualified, available driver (regardless of monthly or hourly) who has not signed up, but is willing to take the assignment.**

F. Cancellation of Additional Work Assignments on a Regular Workday

If a School Bus Driver accepts an additional work assignment on a traditional workday and the School Bus Driver is already scheduled at or above their base hours, and if that trip is subsequently canceled, the School Bus Driver will be compensated subject to the following provisions:

1. If the driver reports for duty and has not been previously notified of the cancellation, the driver shall be compensated for the actual time assigned.
2. If the driver is provided twenty-four (24) hours notice that the additional work assignment has been canceled, the driver will be maintained at the top of the Additional Work Rotation List. The driver will not be entitled to compensation for the canceled assignment.
3. If the driver is advised of a canceled assignment, but with less than twenty-four (24) hours notice, the driver will be offered the following options:
 - a. Remain at the top of the Additional Work Rotation List, or
 - b. Accept compensation at the straight time rate for the canceled assignment, but not greater than two (2) hours.

At the time the driver is advised of a canceled assignment, the District may provide the driver with an alternative driving assignment for that period the driver was scheduled to work, provided the time assigned is equal to or greater than the original assignment.

G. Cancellation of Additional Work Assignments on Weekends and Holidays

Drivers employed as School Bus Drivers and Extraboard Bus Drivers in the Transportation Services Department who accept weekend or holiday assignments will be compensated at the overtime rate in the manner as specified in Article VII, Wages, Section 8, subject to the following provisions:

1. If a driver reports for duty on a weekend or holiday and one or more previously scheduled tiers are canceled, the driver shall be compensated for two (2) hours per canceled tier.

Article VIII - Hours of Employment
Section 21.G. (continued)

2. If a driver is provided a minimum of forty-eight (48) hours notice that a weekend or holiday assignment has been canceled, the driver will be maintained at the top of the Additional Work Rotation List. The driver will not be entitled to compensation for the canceled assignment.
3. If a driver is advised of a canceled assignment, but with less than forty-eight (48) hours notice, the driver will be offered the following options:
 - a. Remain at the top of the Additional Work Rotation List, or
 - b. Accept overtime compensation at a rate equal to one-half (1/2) of the time scheduled for the canceled assignment, but not greater than four (4) hours of premium pay.

At the time the driver is advised of a canceled assignment, the District may provide the driver with an alternative driving assignment for that period the driver was scheduled to work, provided the time assigned is equal to or greater than the original assignment.

H. Temporary Increase in Hours – Base-Plus Scheduling

1. At the time of employment, each driver shall be guaranteed a regular ascertainable minimum number of hours per week, defined as the driver's salaried "base." Base hours for an extended year assignment may vary from the guaranteed base hours of the regular work year. Assignment of hours above the base will be a temporary increase in work hours and referred to as "Base-Plus." The District will provide vacation and sick leave accrual and additional holiday pay on a monthly basis when the Base-Plus hours result in an average of thirty (30) minutes or more of daily assigned time above the base (excluding holidays, weekends, and overtime hours).
2. Drivers shall be entitled to use leave benefits, delineated in Article XII, for all time assigned, excluding hours for which overtime compensation would be earned. Drivers not provided with a coord assignment indicating Base-Plus hours shall be presumed to be assigned their salaried base for computation of leave benefits.
3. During the year, **three (3)** coords will be designated as "Primary Coords." Primary Coords will **coincide with** the beginning of the traditional school year, **the first full week of November**, and the **start** of summer school/extended year. **The District may designate additional Primary Coords during late July and/or August to respond to significant increases or decreases in the number of students transported.**

Article VIII - Hours of Employment
Section 21.H. (continued)

4. **Primary Coord Driver Assignment Rules.** Within a group of School Bus Drivers having equal base hours, the longest track available in the type of bus requested (wheelchair, conventional or transit), will be assigned to the driver with the greatest seniority ranking, subject to the driver's license/certificate restrictions and/or hours of availability. If an insufficient number of assignments in the type of vehicle requested are available, drivers with insufficient seniority ranking to obtain their requested assignment will be assigned to the longest track available for their base hours. **School Bus Drivers who are absent on leave will not be assigned on the Primary Coord unless the District has notification that the driver will return to work within thirty (30) calendar days of the implementation of the Primary Coord.**
5. **Assignment of new trips to a coord, other than a Primary Coord, will be made based upon the following criteria:**
 - a. **Assign trips to appropriate bus size/type.**
 - b. **Assign trips where time will fulfill base hour requirements.**
 - c. **Minimize time between trips.**
 - d. **Minimize travel distance between trips.**
 - e. **Minimize overtime.**
 - f. **Consider driver's waiver status, where applicable.**
 - g. **Proper driver qualifications for the trip.**

Where two (2) or more possible placements on the coord are relatively equal with regard to these criteria, the District will assign the trip to the most senior School Bus Driver.

I. Increase in Guaranteed Annual Work Hours

1. Within the Transportation Services Department, when assignments with increased guaranteed annual work hours (either an increase in hours per day or an increase in the work year) become available, such additional hours shall be offered to Transportation Department drivers within each classification on the basis of each driver's seniority ranking. Should a driver decline such an offer, his/her seniority ranking for future offers shall not be affected.
2. It is understood that in order to be considered for the additional hours and/or placement in the vacancy, the driver must: (1) hold the proper license, (2) have at least a satisfactory rating on his/her last performance evaluation, and (3) demonstrate the ability to perform the work.

**Article VIII - Hours of Employment
Section 21.I. (continued)**

3. The District retains the right to permanently increase the assigned workday and work year for any driver if such an increase is deemed to increase the efficiency or effectiveness, reduce the cost, or improve the level of service of the operation. A driver whose workday/work year is permanently increased shall receive a minimum of thirty- (30-) calendar days written notice. Such a driver shall, upon written request, be given the first right of refusal to return to the former work schedule in the event that a vacancy should occur in the same classification within the same department at the former work schedule.

J. Maintenance of Base Hours

1. Maintenance of School Bus Driver Base Hours

- a. This Agreement replaces the Memorandum of Understanding dated September 23, 1997, and all other Memoranda of Understanding referenced therein. The District agrees to maintain not less than the following School Bus Driver positions at the hours and work year indicated below:

<u>Hours/Work year</u>	<u>Number of Positions</u>
40.0 Hrs./11-Mos.	6
40.0 Hrs./10 Mos.	7*
37.50 Hrs./11 Mos.	1
35.00 Hrs./11 Mos.	41
35.00 Hrs./10 Mos. + 32.50 Hrs. 11 th Mo.	10
32.50 Hrs./11 Mos.	40
32.50 Hrs./10 Mos. + 30.00 Hrs. 11 th Mo.	50
32.50 Hrs./10 Mos. + 27.50 Hrs. 11 th Mo.	70
32.50 Hrs./10 Mos. + 25.0 Hrs. 11 th Mo.	50
30.00 Hrs./10 Mos.	115

* The District agrees to offer the option of a **forty- (40-) hour per workweek/eleven- (11-) month work year** to all School Bus Drivers who currently are employed as **forty- (40-) hour per week/ten- (10-) month School Bus Drivers**.

- b. A driver choosing not to accept an increase in guaranteed annual hours from a ten- (10-) to an eleven- (11-) month work year will be maintained at ten (10) months until such time as the position is vacated, at which time the position will be filled at eleven (11) months.

**Article VIII - Hours of Employment
Section 21.J. (continued)**

- c. A driver who is ineligible for an increase in guaranteed annual hours from a ten- (10-) to an eleven- (11-) month work year due to a less than satisfactory rating on his/her last evaluation will be maintained at ten (10) months until such time as he/she is eligible to receive an increase. The position shall be temporarily filled at ten (10) months in the interim.

2. Maintenance of Extraboard Bus Driver Base Hours

- a. The District agrees to maintain not less than the following Extraboard Bus Driver positions at the hours and work year indicated below:

<u>Hours/Work Year</u>	<u>Number of Positions</u>
35 Hrs./11 Mos.	36
35 Hrs./10 Mos. + 27.5 Hrs. 11 th Mo.	5
32.5 Hrs./10 Mos. + 27.5 Hrs. 11 th Mo.	7

Additional Extraboard Bus Driver positions, filled at ten- (10-) months per year, will be at least thirty (30) hour per week positions.

- b. The District will not reduce the number of Extraboard Bus Driver positions without the collaboration and agreement of the Association. The reduction of an Extraboard Bus Driver position must be offset by the addition of a School Bus Driver position of equivalent base hours and work year.

- c. **The District may designate tracks at any time of any Primary Coord that will be reserved for workyear assignments to p.m. Extraboard Drivers.**

3. General Understanding

- a. The District shall not reduce the aforesaid number of School Bus Driver positions/Extraboard Bus Driver positions so long as the District continues to contract with private carriers and/or continues the employment of drivers outside the classified service. These positions shall be guaranteed through **the end of this Agreement**.

- b. If cutbacks in service are mandated by the Board of Education, the District will first eliminate use of all contract carriers and persons employed outside the classified service as bus drivers before eliminating or reducing the hours of employment/work year provided to district monthly drivers.

Article VIII - Hours of Employment
Section 21.J.3. (continued)

- c. The District will not reduce the number of Bus Driver Instructor positions, six (6), without the collaboration and agreement of the Association.
- d. Nothing in this Agreement shall preclude the District from expanding employment beyond the hours, work years, and/or quantities of positions listed. The District may create and maintain School Bus Driver positions with less than thirty (30) base hours per week provided that the positions previously listed are maintained.
- e. **School Bus Drivers and Extraboard Bus Drivers with thirty-five (35) hour/eleven- (11-) month positions will be considered for an increase in hours when the work sustains such an increase.**
- f. **A work year with a separate eleventh- (11th) month guarantee is presumed to consist of two-hundred seven (207) days at the ten- (10-) month base hours plus thirty-two (32) days at the eleventh- (11th) month guarantee.**

4. Attrition of Forty- (40-) Hour Per Week School Bus Driver Positions

The District may replace existing forty- (40-) hour per week positions with thirty-five- (35-) hour per week replacement positions when vacancies occur. The balance of five (5) hours per week shall be either (a) added to existing positions, or (b) combined to create additional positions of thirty- (30-) hours per week at the District's discretion, with notification to the Association.

5. The District and the Association agree to meet prior to the conclusion of the Collective Negotiations Contract and negotiate an extension of the Agreement not to replace existing School Bus Drivers and Extraboard Drivers with private carriers or persons outside the classified service.

K. Employment of Ten- (10-) and Fifteen- (15-) Hour Per Week Drivers

1. The ten- (10-) and fifteen- (15-) hour per week positions will be in addition to current hours and will not reduce hours of current drivers. In addition, the hours of employment for these drivers will be during peak periods when the District's need for drivers is critical.
2. When vacancies occur in half-time or greater positions, the District will not be required to offer increases in work hours to ten- (10-) and fifteen- (15-) hour per week drivers. However, School Bus Drivers working ten- (10-) and fifteen- (15-) hours per week may apply and will be considered along with other qualified applicants when vacancies do occur.

Article VIII - Hours of Employment
Section 21.K. (continued)

3. When vacancies occur in fifteen- (15-) hour per week positions, the vacancy will be offered by seniority ranking on a right-of-first-refusal basis to current drivers in ten- (10-) hour per week positions.

L. Extended Year Assignments

1. Extended-year assignments will be offered, at a maximum guarantee of twenty-seven and one-half (27.5) hours per week, to School Bus Drivers and Extraboard Bus Drivers based upon their seniority rankings. Base hours guarantees shall not exceed the driver's regular position equivalency. This section does not supersede Article VII, Wages, Section 18.D.
2. The District shall determine driver certification. The District and the Association understand that summer assignment hours may differ from those of the regular school year.
3. Drivers who are unavailable to work at the start of an extended-year work period due to medical or industrial leaves of absence will not be considered for an assignment until such time as they are released by their physician to return to work. Upon return to work, the driver will be provided the longest track assignment available without displacing other classified drivers.

M. Winter and Spring Recess

Available work assignments during winter and spring recess periods shall be assigned on a right-of-first-refusal basis by seniority ranking within each job classification.

N. Dry Runs

1. When route changes occur, School Bus Drivers are required to create and/or update left/right sheets to show the new directions between stops. All trip changes and modifications/revisions will be noted on the driver's assignment notification and trip manifests. Trips that are new to the driver will be noted.
2. Before requesting any additional time for dry runs, the driver will first use "prep time" noted on the work schedule. If prep time is unavailable or has been exhausted, the driver may request authorization for dry run time. The supervisor/designee, in consultation with the driver, will determine if additional time is necessary based upon the following: (1) satisfactory prep time has been properly utilized, (2) the complexity of the new trip, and (3) the experience level of the driver. It is understood the supervisor/designee may determine a greater need for less experienced drivers to perform dry runs than for veteran School Bus Drivers. The supervisor/designee, in consultation with the driver, will determine both the need for additional time to be authorized, and the amount of time needed to dry run the route.

Article VIII - Hours of Employment
Section 21.N. (continued)

3. When a driver is authorized to perform a dry run outside the assigned workweek, it is understood the driver will first make every effort to schedule the dry run on a traditional workday in extratime status.
4. The District reserves the right to mandate that a dry run be performed when extraordinary concerns exist about the route requirements or the driver's ability to perform the route successfully without a dry run.

O. Mandatory Group Driver Meetings

Whenever the Transportation Services Department schedules mandatory group meetings for School Bus Drivers and Extraboard Drivers, they will be provided at least five (5) workdays advance notice. Attendance at these meetings will not be required for drivers on approved leaves; however, the driver may be required to attend a make-up session, if offered. In order to minimize disruption to School Bus Drivers, the department will offer options for times and dates of meeting attendance, except in cases of emergency as defined in Article V of this Agreement.

P. Timekeeping Procedures

School Bus Drivers and Extraboard Bus Drivers are required to clock in and out through computers used for timekeeping. The District may use a log for weekend dry runs in lieu of the computer system. Work performed when the office is closed may be reported directly to the dispatch staff on the following workday.

IX. HEALTH AND WELFARE BENEFITS

Section 1: ELIGIBILITY

- A. Eligible unit members are those active unit members in monthly salaried positions of one-half (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 (1/2) time have the option to enroll for medical plan coverage by paying the required fee on a tenths pro rata basis.

In the event a unit member, in a monthly salaried position of less than one-half (1/2) time who is enrolled in a district-sponsored medical plan, works additional hours which when added to the unit member's monthly salaried position is equal to four (4) or more hours per day for twenty (20) consecutive workdays, then,

1. The District shall refund to the unit member one-tenth (1/10) of the unit member's pro rata share of the annual cost of the plan for each twenty (20) consecutive workday period in which the unit member worked four (4) or more hours in every day of such period; and
2. The refund will be computed and disbursed at the end of the District's fiscal year.

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.

Article IX - Health and Welfare Benefits
Section 1.B. (continued)

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.

Section 2: MEDICAL BENEFITS PLANS

- A. It is mutually agreed between the Parties, that effective January 1, 1994, medical benefits will be offered solely through the San Diego County Schools Voluntary Employee Benefits Association (VEBA).

Article IX - Health and Welfare Benefits
Section 2 (continued)

- B. The Parties agree to enter into a Participation Agreement that will commit to participation in the VEBA throughout the life of the Agreement.
- C. The Kaiser, Prudential HMO, and Prudential Point of Service Plan B shall be the plans adopted by the Board of Directors of the San Diego County Schools Voluntary Employee Benefits Association (VEBA) as of January 1, 1999, and shall remain in full force and effect for the remainder of this Agreement, 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 Documents.
- D. Effective January 1, 1999, the District will provide three (3) hospital 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. Prudential HMO.
 3. Prudential Point of Service Plan B.
- 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 Agreement 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.

Article IX - Health and Welfare Benefits
Section 3 (continued)

- D. The Western Dental Plan option in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement unless otherwise agreed to by the Parties.
- E. The DentiCare Plan option in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement 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 Benefit 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 Agreement shall remain in full force and effect for the duration of this Agreement. 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 employee 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 Agreement shall remain in full force and effect for the duration of this Agreement.

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. The District and the Association shall establish a special committee to review the annual audit statement for the purpose of determining the integrity of the benefit fund. Either party may request a quarterly meeting for audit review purposes.

Article IX - Health and Welfare Benefits
Section 6 (continued)

- 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 Agreement, 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 of a retiree (who was receiving a monthly benefit under the Public Employees' Retirement System or State Teachers' 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 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 Benefit 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 Benefit 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.

Article IX - Health and Welfare Benefits
Section 6 (continued)

- H. Unit members who are separated due to a reduction in force on or after December 1, 1981, may continue their group medical coverage for up to twelve (12) calendar months beyond the date coverage would have normally terminated by paying the required fee to the District.

Section 7: RETIREE MEDICAL BENEFIT FUND

- A. The Retiree Medical Benefits Fund in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement except that effective October 1, 1989, and annually 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 VII, Section 1, less advance deposits, if any, as described in Paragraph E 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 in Paragraph D below.
- B. 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 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, 1987.
 4. The unit member is under age 65 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 chooses to maintain coverage under such plan as a retiree by executing the appropriate form and making the required contribution to the District.
- C. 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.

Article IX - Health and Welfare Benefits
Section 7 (continued)

- D. 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 E) by the expected number of eligible retirees, divided by twelve (12). Effective January 1, 1994, such amount shall not exceed \$125.00 monthly. **Effective January 1, 2000, such amount shall not exceed one-hundred forty (\$140.00) dollars monthly for retirees with single coverage or one-hundred fifty dollars (\$150.00) for retirees covering eligible dependents.** The fund will only pay the actual cost of the medical premium if the cost is less than **one-hundred forty (\$140.00)** per month.
- E. If at any time the fund balance is not sufficient to provide for the monthly reduction established in Paragraph D, 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.
- F. The Board of Education, as an elected body, shall provide for the management and control of the fund as a public trust. The District and the Association may establish a special committee to review the annual audit statement for the purpose of determining the integrity of the benefit fund. 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 unit member 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 unit member organization/group.
- D. The Committee shall review and make necessary recommendations regarding all contracts with carriers prior to adoption by the Board of Education.

**Article IX - Health and Welfare Benefits
(continued)**

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 prorata 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.

X. SAFETY CONDITIONS OF EMPLOYMENT

Section 1: RESPONSIBILITY

The Association and the District agree that 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 that occupational safety and health concerns and practices shall be reviewed on a continual basis in staff/shop 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: SAFETY TRAINING, EQUIPMENT, CLOTHING AND DEVICES

- A. The District agrees to furnish safety equipment, clothing and devices required to maintain a safe and healthy environment for its unit members 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, clothing or devices. The Association agrees to cooperate wherever possible in encouraging unit members to adhere to the spirit of this Section.
- B. 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.
 - 4. Safety training on all equipment prior to its use.
- C. All 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.
- D. Bio-hazard cleanup kits shall be maintained in all District vehicles used to transport students.

**Article X - Safety Conditions of Employment
(continued)**

Section 3: NOTIFICATION OF UNSAFE/UNHEALTHY WORK CONDITIONS

- A. All 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 work condition.
- B. Supervisors shall promptly investigate any report of unsafe or unsanitary conditions. The Association representative and the site administrator or supervisor may jointly investigate any alleged safety or health problem in an attempt to arrive at a mutually satisfactory remedy. Within two 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 Association representative in an attempt to resolve the issue.
- C. No unit member shall be required to work in unsafe/unhealthy working conditions.

Section 4: REFUSAL TO WORK UNDER UNSAFE CONDITIONS

A unit member may refuse to work in any situation which **the unit member believes** places him/her in imminent physical danger or reasonably endangers his/her health. In all such cases, the unit member shall report the condition to the site administrator or supervisor who will, as soon as possible, have an evaluation made of the complaint. **The Association representative and the site administrator or supervisor may jointly investigate any alleged safety or health problem in an attempt to arrive at a mutually satisfactory remedy.** While the evaluation and determination of the complaint(s) is being made, the unit member(s) will be given other assignments. **Within two 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.** At that time, 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. **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 Association representative in an attempt to resolve the issue.**

**Article X - Safety Conditions of Employment
(continued)**

Section 5: APPROPRIATE SAFETY CLOTHING

Unit members' dress should reflect the type of work and work environment to which they are exposed.

- A. Unit members' respective supervisors and/or lead persons shall identify those assignments which require protective clothing.
- B. Unit members shall wear protective clothing while performing those assignments designated by the supervisor and/or lead person as requiring said clothing.
- C. Unit members wearing short pants or short sleeved shirts may be required to carry with them, at all times, protective clothing in the form of long pants and long-sleeved shirts or coveralls.
- D. Unit members shall provide the required clothing at their own expense.
- E. Disputes regarding appropriate safety clothing that are not resolved at the site or department level will be referred to the District Safety/Health Action Committee for resolution.

Wearing shorts or non-availability of safe and proper clothing will not excuse a unit member from performing required tasks. A unit member who does not have clothing appropriate for work shall be subject to discipline and loss of pay for time expended by the unit member to obtain the required clothing.

Section 6: 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 7: RECOVERY TIME FOR MAINTENANCE UNIT EMPLOYEE

A Maintenance Unit employee who works in excess of sixteen (16) hours in any one (1) workday shall be entitled to eight (8) hours of duty free time before the start of his/her next regularly scheduled shift.

Duty free time that results in time not worked at the beginning of the next regularly scheduled shift shall be termed "recovery time" and shall be compensated at the unit member's regular rate of pay.

A unit member whose starting time is so adjusted shall retain his/her normal stopping time for that shift.

**Article X - Safety Conditions of Employment
(continued)**

Section 8: DEPARTMENT SAFETY/HEALTH ACTIVITIES

Each department in the Business Services Division shall establish opportunities for regular safety communications, training, and exchange of safety ideas and information between unit members and department administration. These opportunities may include, but are not limited to, department safety committees, tailgate training sessions, unit member information input sessions, or safety meetings. Department safety/health activities shall result in addressing concerns at the unit member-immediate supervisor level; presenting unresolved concerns to the appropriate department level; recommending programs to enhance safety/health; reviewing causes or methods of prevention of accidents and promoting safety/health awareness. These activities will occur at times which will least affect the efficient operation of the District.

Section 9: DISTRICT SAFETY/HEALTH ACTION COMMITTEE

The Parties agree to the establishment of a joint Safety/Health Action Committee composed of an equal number of representatives to be appointed by the Association and the District. The Committee shall be jointly chaired by the District Risk Manager or his/her designee and a representative of the Association. The Committee shall meet at the request of either party on at least a quarterly basis and at times which will least affect the efficient operation of the District. Association representatives shall be permitted reasonable release time to attend committee meetings. The purpose of the Safety/Health Action Committee shall be to review current or outstanding occupational safety concerns.

Section 10: PHYSICAL THREAT OR ASSAULT/BATTERY

Whenever a unit member is attacked, assaulted, or menaced while in the course of performing his/her duties, it shall be the duty of the unit member to promptly report the incident to the immediate supervisor and/or appropriate law enforcement authorities.

XI. PROMOTION, TRANSFER AND REASSIGNMENT POLICIES

Section 1: DEFINITIONS

- A. **Promotion.** The upward mobility of a unit member from one class to a position in a class with a higher salary grade.
- B. **Transfer.** A transfer is a voluntary change of an assignment of a unit member from one site or program to another site or program.
- C. **Administrative Reassignment.** An administrative reassignment is an involuntary change of an assignment of a unit member from one site or program to another site or program.
- D. **Job Family.** Two or more job classifications in the OSS bargaining unit requiring various degrees of skills, knowledge and abilities of similar or related subject matter.
- E. **Food Service Unit Members.** Assignment location changes of food service unit members within the same cluster will not be deemed a transfer or reassignment under this Article. See Article XI, Section 6 and Article V, Letter I.

Section 2: PROMOTION

The Division Head, Human Resource Services, or his/her designee shall determine whether vacant positions in the Operations-Support Services bargaining unit are filled by promotional, promotional/open, or open examination as defined in Article II (Definitions) of the Merit System Rules for Classified Employees. When feasible, except for mutually identified entry level positions, the eligible list shall be achieved through promotional or promotional/open examination, with due consideration given to the availability of a sufficient pool of qualified internal candidates for selected vacancies.

Section 3: INITIATION AND APPROVAL OF TRANSFERS AND ADMINISTRATIVE REASSIGNMENTS

A transfer may be requested by the unit member. An administrative reassignment may be initiated by the unit member's site administrator/department head. The approval of the Human Resources, Division Head or his/her designee, is required before a transfer or administrative reassignment is accomplished.

Section 4: TRANSFERS

- A. **Eligibility.** A permanent or permanent/probationary unit member may request a transfer from one site or program to another within the same job classification or to a different job classification within the same job family at any time.

Article XI - Promotion, Transfer, and Reassignment Policies
Section 4 (continued)

- B. **Transfer to Different Classification.** A unit member may request transfer to a position in a different classification within the job family 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 Form.** To receive consideration for a transfer, the unit member must complete and file a transfer request form with the **Personnel Administration Department**. **A separate form shall be used for each classification desired.**
- D. **Transfer Requests.** The Personnel Administration Department shall forward to the appropriate administrator, a list of all unit members in classification seniority order, who have filed a transfer request. The list shall be accompanied by a copy of the unit member's transfer request form.
- E. **Interview by Supervisor.** Transfer requests shall be reviewed and considered first, but the supervisor may fill the vacancy from another source as deemed appropriate by the Executive Director, Human Resource Services Division.
1. If the supervisor or department head decides to interview eligible list candidates, (s)he shall interview an equal number of eligible unit members from the appropriate transfer list.
 2. As soon as possible after completion of the interview and selection process, the principal/department head or designee will notify all interviewed transfer and unit member eligible list candidates as to whether or not they were selected.
- F. **Transfer Within Job Classification in Maintenance Unit.** A unit member requesting a transfer from one site or program to another within the same job classification will be given first consideration over new hires on a seniority in classification basis. The department head shall meet with the Association upon request to review the decision to select a new hire to fill a vacant maintenance position when current unit members of the same classification have applied.

Section 5: ADMINISTRATIVE REASSIGNMENT

- A. An administrative reassignment may be requested by the unit member's supervisor or department head when he/she deems a reassignment would be in the best interests of the unit member or the District. The reasons for the reassignment shall not be arbitrary or capricious.
- B. **The principal/department head must meet with the unit member to discuss the proposed reassignment.** Before any request for an administrative reassignment is acted upon, the unit member must also be advised in writing (with copies provided to the Human Resources Division Head, or designee, and the unit member's division head) that an administrative reassignment is being recommended and the reasons for the reassignment.

Article XI - Promotion, Transfer, and Reassignment Policies
Section 5 (continued)

- 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 Human Resources **Division Head, or designee**, and the principal/department head or designee to discuss the proposed administrative reassignment.
- D. Efforts will be made to implement reassignments in a timely manner. However, approved reassignments will be implemented with consideration given to site/department needs, unit member preferences and availability of appropriate vacancies.

Section 6: ASSIGNMENTS WITHIN CLUSTERS, FOOD SERVICES

Assignment location changes within a cluster may be made at the discretion of the District based on cluster needs. However, cluster food service unit members will ordinarily remain at the location to which assigned.

Any food service unit member whose location is changed pursuant to this Section and claims the change causes a hardship may request a joint review by the Association and the District within ten (10) workdays of notification of hardship.

Section 7: PERFORMANCE EXPECTATIONS

At the time of hire or upon appointment to a new classification, each classified 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 in 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 8: 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 9: 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 class, 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 Human Resources Director, or designee, 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.

Article XI - Promotion, Transfer, and Reassignment Policies
Section 9 (continued)

- B. Unit members reassigned under this provision will be given their choice of existing vacant positions in their classification or, if no vacancy exists, unit members may exercise their rights under Article XVII, 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 the job family for which the unit member meets the minimum job qualifications. The right to a job family 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.

Section 10: CLOSING SCHOOLS

Unit members who must be reassigned due to the closing of a school will be given their choice of existing vacancies in their classification. The order of choice shall be by seniority within classification. If no vacancy exists, unit members may exercise their rights under Article XVII, Layoff and Reemployment.

Section 11: 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 **service in** classification, training and experience.
- C. For position vacancies, incumbent qualified classified unit members will be selected in order of their seniority.
- D. Unit members reassigned under this provision will be given their choice, by seniority within classification, of existing vacant positions in their classification or, if no vacancy exists, unit members may exercise their rights under Article XVII, 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 the job family for which the unit member meets the minimum job qualifications. The right to a job family 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 Merit System Rules and Regulations.

XII. LEAVE POLICIES

Section 1: SCOPE OF LEAVE POLICIES

The District will provide eligible unit members 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 appointments.
- B. Full-time unit members shall accrue eight (8) hours of sick leave each month of employment. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full time.
- 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 XII - 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 time 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 therefrom 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. School Bus Drivers, Extraboard Bus Drivers, Delivery Service Drivers, Building Services unit members, Truck Drivers, Cafeteria Truck Drivers, and Food Service unit members are unit members requiring substitutes.

Building Services unit members assigned to afternoon/evening shifts shall notify their supervisor or supervisor's designee of an intended absence no later than 7:45 a.m. on the day of their intended absence.

Two- (2-) hour Food Service unit members assigned to report to work at 9:00 a.m. or later shall notify their supervisor, or supervisor's designee, of an intended absence no later than two (2) hours prior to their starting time, unless conditions make notification impossible.

All other classifications shall notify their supervisor or supervisor's designee prior to the beginning of the shift unless conditions make notification impossible.

- L. Unit members shall notify their supervisor or supervisor's designee of their intended return from absence as soon as known. Building Services unit members assigned to afternoon/evening shifts shall notify their supervisor or designee of an intended return no later than 8:00 a.m. of the day of their intended return.

Article XII - Leave Policies
(continued)

Section 3: SICK LEAVE INCENTIVE

- A. Those unit members having perfect attendance (not using their annual sick leave allotment of nine [9], ten [10], eleven [11], or twelve [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 eligible unit member's personal, professional improvement (PPI) day will be maintained by their site or department. The PPI day requires prior approval and should be used at times resulting in the least disruption to school/programs.
- C. The PPI 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.
- D. Unit members using personal necessity leave for observance of religious holiday(s) (maximum of three [3] days per school year) will continue to be eligible for the sick leave incentive.

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
Veteran's 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 will be authorized for unit members who are in a paid status on Admission Day. 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. Exception: Twelve- (12-) month building services unit members may take their floating holiday beyond June 30 of the fiscal year in which it was earned, but prior to Admission Day of the next fiscal 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.

Article XII - Leave Policies
Section 4 (continued)

- C. Floating Holiday for Bus Drivers/Extraboard Bus Drivers. Floating holidays will be requested prior to April 1. If the driver has not taken the floating holiday for the year by June 30, the floating holiday will be converted to vacation hours at the unit member's average Base-Plus hours for the month of September of the fiscal year in which the floating holiday is earned.
- D. 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 Association.

Section 5: PAY FOR HOLIDAY WORK

- A. Work performed by bargaining unit members on legal or declared holidays shall be considered as overtime without regard to the number of hours worked on other days of that week and shall be compensated in accordance with the overtime provisions of the salary schedule. (See Article VII, Section B.) A unit member who works on a holiday and receives holiday pay will not receive an additional day off.
- B. School Bus Drivers/Extraboard Bus Drivers. Pay earned for legal or declared holidays or floating holidays will be adjusted when the average hours worked on regular workdays (excluding overtime) exceeds the guaranteed base assignment by thirty (30) minutes or more per day. The adjustment will occur on a monthly basis. The additional pay earned will be added to the driver's extratime earnings.

Section 6: VACATION

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

APPROXIMATE NUMBER OF VACATION DAYS PER YEAR/ASSIGNMENT YEAR

YEARS OF SERVICE	MONTHS OF SERVICE	HOURS PER MONTH	DAYS PER YEAR			
			12 MONTH	11 MONTH	10 MONTH	9 MONTH
1 - 4	1 - 48	8.00	12.0	11.0	10.0	9.0
4 - 9	49 - 108	10.40	15.6	14.3	13.0	11.7
9 - 10	109 - 120	11.07	16.6	15.2	13.8	12.5
10 - 11	121 - 132	11.74	17.6	16.1	14.6	13.2
11 - 12	133 - 144	12.41	18.6	17.0	15.5	14.0
12 - 13	145 - 156	13.08	19.6	17.9	16.3	14.7
13 +	157 or more	13.60	20.4	18.7	17.0	15.3

- B. Unit members in part-time positions shall earn vacation in proportion to the time their assignment bears to a full-time position.

Article XII - Leave Policies
Section 6 (continued)

- 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 vacation accrual allowed during the next pay period, will be provided with the opportunity to use earned vacation leave.** If a unit member's request **for vacation under these circumstances** 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.
- E. Upon separation, a unit member shall be entitled to 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 may request their vacation at any time during the school year including Intersession, Winter, Spring and Summer recess periods. **Vacation requests shall not be unduly denied;** however, unit members shall only be allowed to schedule their vacation with the prior approval of the unit member's supervisor. Nine- (-), ten- (10-) and eleven- (11-) month unit members may be required to take their vacation during winter and spring recess periods. When two or more unit members request the same vacation period and cannot both/all be accommodated, vacation shall be considered on a first-come, first-served basis. Normally, unit members shall submit their written requests at least five (5) workdays prior to the date(s) they wish to use vacation. For School Bus Drivers and Extraboard Bus Drivers, the Transportation Services Department will post and maintain a master calendar of vacation authorized.
- G. **Principals/department heads shall, when possible, grant vacation requests from Building Services unit members for dates when school is in session. To enable the use of vacation, throughout the school year, particularly when students are in attendance, the District shall fund four (4) days of substitute vacation coverage for each Building Services unit member, beginning the 1999-2000 fiscal year and each fiscal year thereafter.**
- H. Unit members shall not take their vacations in increments smaller than one (1) hour.
- I. A unit member, who while on vacation, has a death in the immediate family as defined in Article XII, Section 7, shall have the right to use bereavement leave and, if necessary, personal necessity leave to substitute for vacation during each day affected.
- J. 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 required by the supervisor.

Article XII - Leave Policies
Section 6 (continued)

- K. Permanent nine- (9-)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.
- L. **Unit members on approved medical leave who have exhausted their full-salary sick leave may use vacation leave. Substitute coverage is limited for those job classes where substitute coverage is normally provided during sick leave.**
- M. School Bus Drivers/Extraboard Bus Drivers
1. Drivers will be allowed to request an August "vacation leave assignment." The hours of the assignment will be in whole-hour increments and will not exceed the unit member vacation leave accrued prior to the start of the assignment. When a driver requests this option, no driving assignments will be made for the entire vacation period.
 2. Part-time drivers may elect to take their vacation leave in excess of their guaranteed base hours per day. This leave taken shall not exceed eight (8) hours per day and shall be in whole-hour increments. This option is available for vacation periods coinciding with a coord cycle and during winter and spring recess.

Section 7: 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 8: 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 is 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 attend the funeral of a close friend or relative not included in the definition of immediate family.

Article XII - Leave Policies
Section 8 (continued)

- C. Accident. A unit member may be released from duty when an accident involving the unit member, their immediate family, or property requires attention during scheduled work hours. The unit member may also be released from duty when their 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.
- 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. Five (5) workdays in advance, a unit member may request three (3) religious holidays of their faith per fiscal year. The supervisor may require proof of observance.
- G. Birth or Adoption of a Child. A father, upon the birth, and a father or mother, 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 circumstances beyond the unit member's control.
- I. Family School Partnership Leave. Participation in the unit member's children's school activities as described in Section 15 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 immediate presence of the unit member during the workday.**

Section 9: 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, not exceeding two (2) full school years beginning from the 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 only eligible for military leave and pregnancy leave.
- 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.

Article XII - Leave Policies
Section 9.B. (continued)

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.
 5. Other Leaves. Unit members may be granted leave for the 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.
- 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 child's birth date, 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 defacto 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 their immediate family as defined in Section 7 of this Article.

Article XII - Leave Policies
Section 9.C. (continued)

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.
 - (3) Spouse means the legal husband or wife 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;

Article XII - Leave Policies
Section 9.C. (continued)

- (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.
- 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-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 work load 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

Article XII - Leave Policies
Section 9.C.g. (continued)

- 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;
 - (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.

Article XII - Leave Policies
Section 9.C. (continued)

- 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 a unit member 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.

 - 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 and compensatory time hours for Family Care Leave 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 IX 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.

Article XII - Leave Policies
(continued)

Section 10: REINSTATEMENT UPON RETURN FROM LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

- A. Health and Pregnancy Leaves. A unit member returning from leave shall be:
 - 1. Returned to the position formerly held;
 - 2. Returned to a position of equal classification level and of similar requirements of ability and skills; or
 - 3. May request voluntary acceptance of a position in a lower salary grade.

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 leave shall be:
 - 1. Returned to the position formerly held;
 - 2. Returned to a position of equal classification level and of similar requirements of ability and skills; or
 - 3. May request voluntary acceptance of a position in a lower salary grade.

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

Article XII - Leave Policies
Section 10.C. (continued)

4. If none of these alternatives is available, the unit member's name shall be placed at the top of the eligibility list 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 five (5) eligibles on the list.

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.

- 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 at the top of the eligibility list 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 five (5) eligibles on the list.

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 11: PERSONAL BUSINESS ABSENCE

A. Two-Hour Absence (Paid)

1. 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 full-time hours, the two (2) hours shall be reduced proportionately.
2. Requests for personal business leave should be approved in advance and shall be limited to personal reasons which cannot reasonably be handled outside the unit member's regular hours.
3. Unit member's shall attempt to use personal business leave at times during their work shifts when the least disruption will occur to their site/department and when coverage can most easily be provided.

B. Two-Day Absence (Paid)

1. Unit members may use up to two (2) days per school 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.

Article XII - Leave Policies
Section 11.B. (continued)

2. Use of personal business absence will adversely affect the unit member's eligibility for sick leave incentive compensation.

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 prior approval.

Section 12: 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.

Section 13: 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-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 14: 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:**

Article XII - Leave Policies
Section 14.C. (continued)

<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 14A.

Section 15: FAMILY SCHOOL PARTNERSHIP ACT LEAVE

- A. 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:
1. 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.
 2. 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 16: JURY DUTY

The District agrees to grant to members of the bargaining unit 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. Unit members so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall require verification of jury duty time prior to or subsequent to providing compensation for time spent on jury duty. 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.

Article XII - Leave Policies
Section 16 (continued)

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, **including a reasonable amount of travel time**, equals or exceeds three-fourths (3/4) of the hours in the unit member's normal shift. 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 17: COURT APPEARANCE

Members of the bargaining unit 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.

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, **including a reasonable amount of travel time**, 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 18: ASSOCIATION CONFIRMATION

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

Section 19: HEALTH, DENTAL AND LIFE INSURANCE FOR UNIT MEMBERS ON UNPAID LEAVES

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

Article XII - Leave Policies
(continued)

Section 20: CLASSIFIED CATASTROPHIC LEAVE BANK [Effective July 1, 1999]

- 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, the unit member must have a minimum of twelve (12) accrued full salary sick leave days at the time that the donation is made. To donate vacation leave, no minimum balance shall be required at the time that the donation is made.
 - 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 Agreement.
- 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 Agreement.

Article XII - Leave Policies
Section 20.D. (continued)

- 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.
 - 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.

Article XII - Leave Policies
Section 20.E. (continued)

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.
- F. 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 Association and adoption by the Board of Education.
- G. The provisions of Sections 20.D.3. and 20.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 XIV of this Agreement.

[This Section, except for any case pending in the Transportation Services Department for which donations have already been made, shall replace and supercede the Vacation Donation Program for School Bus Drivers and Extraboard School Bus Drivers provided for in the previous collective negotiations contract.]

XIII. PERFORMANCE EVALUATION PROCEDURE

Unit members will not be scheduled for regular performance evaluations and will be considered as meeting or exceeding job performance standards unless a special performance evaluation (commendation or counseling) is performed as described in Section 3 of this Article. Scheduled performance evaluations will be limited to probationary (new hires) and permanent/probationary (in new job classifications) unit members.

Section 1: PURPOSE OF EVALUATION

The District and the Association agree that evaluation is the careful, systematic appraisal of unit member work performance through the use of Performance Evaluation Reports. Evaluation provides a basis for unit member development through counseling and assistance promoting greater work efficiency and higher levels of unit member morale. 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). The District shall establish and maintain a continuing constructive program of unit member performance evaluation. The program shall include provisions for preparing written evaluations and a means of making the results of the evaluations known to unit members.

Section 2: SCHEDULED PERFORMANCE EVALUATIONS

- A. Probationary and Permanent/Probationary Unit Members. Performance Evaluation Reports shall be completed 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.
- B. At the time of hire or upon appointment to a new classification, each classified unit member shall be given a copy of his/her official district job description and information about the District's Performance Evaluation Report form, program and job performance standards.
- C. Prior to preparing the final Performance Evaluation Report, the supervisor will prepare a draft of the report for conferring with the unit member. During this conference, the unit member and supervisor will review the evaluation which may result in modification of the draft. The final Performance Evaluation Report will then be prepared and signed by the supervisor and the unit member. Supervisors shall discuss performance standards for the next evaluation period.

Section 3: SPECIAL PERFORMANCE EVALUATION

- A. A special Performance Evaluation Report for a unit member may be prepared at any time by his/her supervisor with at least two (2) workdays notice to the unit member. Such evaluation reports may be used to provide a record of either a marked deterioration or a significant improvement in unit member performance or for recording formal commendations for outstanding performance.

Article XIII - Performance Evaluation Procedure
Section 3 (continued)

- B. If a special evaluation indicates that the unit member's performance is not meeting standards, the evaluation shall include supporting documentation and shall specify improvements needed. At least one (1) follow-up evaluation shall be administered to assess the unit member's performance no later than three (3) months from the date of the special evaluation.
- C. A permanent unit member whose special evaluation indicated he/she did not meet performance standards shall, upon request, be provided with another special performance evaluation, providing at least three (3) months have elapsed since the unit member's last evaluation.

Section 4: COUNSELING

Supervisors shall notify 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.

Should the unit member's performance fall short of the performance standards, the supervisor must provide the unit member with an action plan that outlines improvements needed and reasonable timelines for improvement. Such action plans for improvement shall be limited to unit members whose work performance has shown a marked deterioration. The action plan shall be in writing and signed by the unit member and the supervisor. The supervisor shall conduct subsequent counseling and assistance to ensure that the unit member has reasonable time to improve his/her performance.

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. No evaluation shall be made based on statements that cannot be investigated and verified.
- C. Performance Evaluation Reports will not impact a unit member's right to request a transfer.
- D. Any changes in performance standards 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 or 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 a review of his/her case by the performance evaluation reviewer (supervisor's supervisor).

XIV. GRIEVANCE PROCEDURE

Section 1: DEFINITIONS

- A. A "grievance" is a claim by one or more specifically named unit members in the bargaining unit or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement which personally and adversely affects the grievant(s).
- B. A "group grievance" may be filed when there are mutually agreed common questions of fact pertaining to each grievant.
- C. A "grievant" is a unit member, a group of unit members or the Association.
- D. A "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" means the division head or his or her designated representative.
- F. "Workday" is any day when the central administrative offices of the District are open for business.

Section 2: STEP 1 - INFORMAL RESOLUTION - IMMEDIATE SUPERVISOR

A grievant and his/her immediate supervisor, or other district administrator, if appropriate, shall attempt to resolve the 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 Agreement.

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 Association Representative or Human Resource Services Division. The written grievance shall contain:

1. A description of the specific grounds of the grievance, including names, dates, times and places necessary for a complete understanding of the grievance.
2. Citations of the provision or provisions of this Agreement which are alleged to have been violated, misinterpreted or misapplied.

Article XIV - 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 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 Association 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: STEP 3 - FORMAL - DISTRICT LEVEL

- A. The grievant may appeal the decision rendered by the principal or department head 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 principal or department head and the Association.
- B. The District and the Association 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 principal or department head and the Association.

Once a grievance claim reaches Step 3, neither the scope of the grievance claim nor the remedy may be expanded at subsequent steps.

If a mutually acceptable resolution is reached at the meeting, the **Division Head**, Human Resource Services Division, or designee, shall initiate implementation of the resolution within five (5) workdays.

Article XIV - Grievance Procedure
Section 4.D. (continued)

In any case in which the Association did not have a representative present at Step 3, the District shall not implement a proposed resolution of the grievance until the Association has received a copy of the grievance and has been given five (5) workdays within which to file a response. If the Association 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 Association, the decision of the division representative shall become the division head's final decision on the sixth (6th) workday following the rendering of the written decision of the division representative.

Section 5: STEP 4 - MEDIATION

In the event the grievance remains unresolved after Step 3, the Association 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 Step 3 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 Steps 3 and 4 will be automatically extended to meet the time constraints of the mediator.

Section 6: STEP 5: EXPEDITED ARBITRATION

- A. In the event the grievance remains unresolved after Step 3, the District and the Association may mutually agree to appeal the grievance to expedited arbitration within fifteen (15) workdays after a Step 3 decision is rendered.
- B. Notwithstanding any other provision of this Agreement, 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 next succeeding the appointment and ending on the thirtieth 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 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. Nominations must be approved by both the District and the Association.
 2. No person appointed as an expedited arbitrator may be an employee of the District at any time during his/her term of office.

Article XIV - Grievance Procedure
Section 6.C. (continued)

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.

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 Agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement as alleged by the grievant or grievants.
9. The arbitrator shall have the power to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement 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.

Article XIV - Grievance Procedure
Section 6.D. (continued)

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 Step 2 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 Agreement.

E. Costs of Arbitration

1. The District and the Association 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 provided for in the Merit System Rules for Classified Employees.
2. The District and the Association shall share equally in the cost of the stipend for the expedited arbitration hearing officer.
3. The District and/or the Association 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: STEP 6 - BINDING ARBITRATION

- A. If a grievance is not resolved at Step 3, or Step 4, the Association, upon written request of the grievant(s), 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 Step 6 of this procedure.

Article XIV - Grievance Procedure
Section 7 (continued)

- B. Within five (5) workdays after receipt of a request for arbitration, the **Division Head**, Human Resource Services Division, or designee, and the Association 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 Association shall share equally in the payment for the services and expenses of the arbitrator.
 2. During any arbitration hearing conducted under this Agreement, 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.
 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 the power to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement 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.
 3. 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.
 4. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period to the fifteen (15) workday period for filing a grievance specified in Step 2 of this grievance procedure. The arbitrator shall have no power to render an award in any grievance arising before or after the effective date of this Agreement.

Article XIV - Grievance Procedure
(continued)

Section 8: GENERAL PROVISIONS

- A. A bargaining unit member involved in the filing of a grievance shall be provided such conference time for meeting with an Association staff representative, Association steward or other representative as defined in Article III, Section 1, 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 investigating and processing the grievance regardless of the outcome of the grievance.
- C. In addition to the conference time provided in Article III, Section 2, and Article XIV, Section 8.A., bargaining unit members involved in a grievance, or an Association 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 Steps 1 and 2 of the Grievance Procedure.
- D. Designations of representatives will be in writing. Such designations shall be entered on the grievance form at Step 2.
- E. No party may be required to discuss any grievance if his/her representative is not present.
- F. The time allowances set forth in this grievance procedure may be extended by mutual agreement of the grievant or the grievant's representative and the **Division Head**, Human Resource Services Division, or designee. Conferences specified at Steps 2 and 3 may also be waived by mutual agreement.
- G. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- H. If the District does not render a written response within the limits set forth at any step of the proceeding, the grievant may advance to the next step.
- I. By mutual agreement of the Association and the **Division Head**, Human Resource Services Division, grievances involving an action by an administrator above the level of principal or department head may be filed at Step 3.
- J. Grievances shall be filed on a mutually agreeable form which shall be provided and made available by the Human Resource Services Division and the Association.
- K. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.

Article XIV - Grievance Procedure
Section 8 (continued)

- 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 property 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 Association or the Human Resource Services Division.
- M. All grievance documents will be maintained in the office of the **Division Head**, Human Resource Services Division, separate from grievant's other records.
- N. **Grievances may not be filed** to challenge the Merit System Rules, **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 Association any resolution of the grievance shall not be inconsistent with the terms of this Agreement, nor shall the District agree to the resolution until the Association 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.

SECTION 9: 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 benefit plans provided under Article IX. Such issues shall be resolved through the complaint resolution procedure which is a part of each plan.

XV. ORGANIZATIONAL SECURITY

Section 1: DUES DEDUCTIONS

Any unit member who is a member of the Association, 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 Association. 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 twelfthly dues deduction schedule in accordance with parameters established by the Association.**

Section 2: ESTABLISHMENT OF DUES SCHEDULE

The Association may determine the dues schedule for all members of the Association. Changes to the dues schedule may be made by the Association without necessitating a new dues deduction authorization from any current member. The Association 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 of the unit member, the District agrees to remit promptly, **but no later than seven (7) working days**, such monies to the Association accompanied, without cost to the Association, by an alphabetical list of unit members from whom such deductions have been made, categorizing them by the type of deduction and specific amount. **This listing will also include names of unit members added or deleted from the previous listing.**

Section 4: FAIR SHARE PROVISION

- A. Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit shall:
1. Become a member of the Association through payroll deduction or pay the annual dues in one (1) lump sum payment to the Association, or
 2. Pay a service fee, the amount of which is determined by the Association 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 Association 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 Association, or

Article XV - Organizational Security
Section 4.A. (continued)

3. Request exemption status from the Association 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:

- a. **NAACP Back-to-School/Stay-in-School Program**
- b. Ronald McDonald House
- c. Children's Hospital Foundation

B. In the event a non-member does not pay such fee directly to the Association or qualify as an objector exempt from the fee, the Association 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 Association. Such unit members shall apply to the Association for an exemption as described herein. The Association 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 Association 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 Association 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 XV - Organizational Security
(continued)

Section 6: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

The Parties recognize that The California Public Employment Relations Board (PERB) may, from time to time, adopt procedures regulating fair share (agency fees). It is the intent of the Parties that the Association 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 Association shall provide a copy of the most current set of PERB regulations regarding this subject.

Section 7: HOLD HARMLESS

The Association 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 Association involving the interpretation or implementation of these provisions.

The Association 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 Association 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 Association.
- B. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The Association further agrees to provide the District with a timely copy of all reports legally required of the Association dealing with fair share fees.
- C. **Upon appropriate written authorization from a unit member who is a member of the Association, the District will deduct from the salary of said unit member and make appropriate remittance for any other plans or programs approved by the Association and the District.**

XVI. UNIT MEMBER RIGHTS

Section 1: ACCESS TO 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 his/her employment are to be made available for the unit member's inspection upon request.
- B. Materials in a unit member's work location personnel file will remain at the originating site or program.
- C. 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.B. of the Article. The unit member shall review such records in the presence of the administrator or designee responsible for safeguarding the file. The material which may be inspected shall not include ratings, reports, or records which (a) were obtained prior to the unit member's employment, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.
- D. All personnel files, **including a unit member's work location file**, shall be kept in confidence **and inaccessible to unauthorized personnel**. Personnel files shall be available for inspection only to authorized employees of the District when actually necessary in the administration of the District's affairs or the supervision of the unit member.
- E. Association representatives shall have the right to review a unit member's personnel file when accompanied by the unit member or upon presentation of a written authorization signed by the unit member.
- F. 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 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 a 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.

Article XVI - Unit Member Rights Section 2 (continued)

- 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 to have such comments attached to the material in question. The unit member shall be given a copy of the material and shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies only that he/she has read the material and does not necessarily indicate agreement with its contents. The unit member's review of such derogatory material, and a reasonable amount of time to prepare a written response, shall take place during normal business hours, and the unit member shall be released from duty without loss of pay for this purpose if necessary.

Section 3: NON-DISCRIMINATION

- A. Under this Agreement, neither the District nor the Association will discriminate against or harass any bargaining unit member because of such individual's race, creed, color, age, gender, sexual orientation, national origin, ethnicity, physical handicap, or participation or non-participation in association activities.
- B. The District agrees that no unit member shall be discriminated against on account of membership in, or appropriate activities on behalf of, the Association.
- C. The District and the Association agree that the highest possible standards in human relations should be maintained between supervisors and unit members. **Unit members will be treated in a fair and consistent manner in the administration of this Agreement.**

Section 4: LETTERS OF REPRIMAND

- A. **If a unit member or the Association, on behalf of the unit member, wishes to contest the issuance of a letter of reprimand, he/she, or the Association, may request review of the matter by the Superintendent's designee. The request for review must be made in writing to the Superintendent's designee within ten (10) workdays following either personal service or service by mail of the letter of reprimand.**
- B. **Within ten (10) workdays of receipt of the appeal, the Superintendent's designee will meet with the unit member and/or the Association to discuss the reprimand and will render a written decision as to whether or not the letter of reprimand is appropriate within ten (10) workdays following the meeting.**
- C. **If the reprimand is found to be appropriate, the reprimand and any rebuttal the unit member may wish to submit will be placed in the unit member's personnel file. The decision upholding the reprimand will be kept in the Human Resource Services Division separately from the unit member's personnel file. If the reprimand is found not to be appropriate, the reprimand and the decision will be destroyed.**

**Article XVI - Unit Member Rights
(continued)**

Section 5: UNIT MEMBER DISCIPLINE

- A. No unit member shall be disciplined without cause. Unit members shall have the right to have a representative of their choice present at any conference between the unit member and the District 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.
- B. Unit member discipline is defined as suspension, demotion, dismissal or voluntary resignation in lieu of dismissal.
- C. When, in the judgment of the District, the primary purpose of the initial conference is to impose, or to recommend the imposition of, discipline against the unit member, the unit member shall first be entitled to receive written notice of said purpose and of his/her rights to representation at least twenty-four (24) hours in advance of convening the conference.
- D. This Section shall not apply to suspensions resulting from charges or arrests for criminal acts for which suspension is provided in Article IX, Section 4, of the Merit System Rules.

Section 6: TIMELY NOTICE

Supervisors shall notify unit members in a timely manner of any infractions/deficiencies that may result in disciplinary action.

Section 7: APPROPRIATE DRESS

- A. The Association and the District understand the need and requirements for appropriate dress in the workplace. 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.
- B. Except in the case of demonstrated business necessity, unit members are permitted to wear short pants and short sleeved shirts. Employee/Management teams will resolve outstanding issues relating to unit member attire and department dress policies.

XVII. LAYOFF AND REEMPLOYMENT

This Article becomes effective on the date of Board of Education adoption of this Agreement.

Section 1: EXEMPTION FROM MERIT SYSTEM RULES

Members of the Operation-Support Services bargaining unit are exempt from Article X, Layoff and Reemployment, of the Merit System Rules for Classified Employees.

Section 2: DEFINITIONS

- A. Classification. A position or group of positions having the same official job title and job description.
- 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 XII, 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 (CSW), formerly recognized as Certificated Classroom Teacher Assistant.**
- E. Unit Member. A classified employee who is either permanent or probationary serving in a position in the bargaining unit which has been approved by the Board of Education as a permanent position.
- F. Substitute. **An hourly employee who is excluded from the classified service pursuant to Section 45103 of the California Education Code.**

Section 3: RECOMMENDATION TO LAY OFF

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 LAY OFF

- A. Whenever it becomes necessary to reduce hours or lay off unit members for lack of work or lack of funds, the procedure shall be as delineated in this Article. The decision to lay off 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.**

**Article XVII - 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 Association 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 Operation-Support Services 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) restricted status; (3) probationary; and (4) 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 an Association 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.

**Article XVII - Layoff and Reemployment
Section 7.A. (continued)**

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.

- 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 provided under this Agreement 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. This reemployment list shall supersede the existing eligibility lists 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. For purposes of determining vacation accrual and salary placement upon reemployment, layoff shall not be regarded as a break in service.
- B. Substitute employees have no reemployment rights.

Article XVII - Layoff and Reemployment
Section 8 (continued)

- 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.

Section 9: NOTIFICATION OF REEMPLOYMENT

- A. 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. 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.

Article XVII - Layoff and Reemployment
Section 10 (continued)

- 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.**
- D. **Based upon the unit member's corrected compensation, the District will deduct association dues or service fee retroactively owed to the Association 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 Agreement, 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, College Student 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.

**Article XVII - Layoff and Reemployment
(continued)**

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.

Section 14: MISCELLANEOUS PROVISIONS

- A. **Reemployment List.** Upon request, the District shall provide the Association 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 Provisions.**
1. Unit members on lay off may apply for substitute work in any classification for which they meet the qualifications and shall be given the right of first refusal for substitute work for which they meet the minimum qualifications.
 2. Unit members on reemployment lists shall be eligible to apply for promotional examinations for which they can qualify.
 3. No temporary hourly or substitute employees shall be employed in vacant classifications in which unit members are currently laid off until exhaustion of the reemployment list for that classification, except while waiting for a response to a reemployment offer as in Section 9 above.
 4. 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.
 5. 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.

**Article XVII - Layoff and Reemployment
(continued)**

Section 15: IMPACTS AND EFFECTS OF LAYOFF

- A. The District and the Association 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 Operations-Support Services bargaining unit throughout the term of this Agreement 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 Association over the impacts and effects of a reduction in hours for unit members in the Operations-Support Services bargaining unit.

**Section 16: ABOLITION OR REDUCTION IN HOURS OF VACANT BARGAINING
UNIT POSITIONS**

The District and the Association agree that the provisions of this Section shall constitute the full and complete agreement of the parties regarding the abolition or reduction of vacant bargaining unit positions throughout the term of this Agreement and shall not be subject to further negotiation without mutual agreement.

- A. The decision to abolish a vacant position is solely that of the Board of Education and shall not be bargainable or grievable. The District shall notify the Association in writing of any decision by the District to abolish an existing vacant position. The Association reserves the right to negotiate the impacts and effects of such a decision. Such action shall not postpone its implementation.
- B. The District shall have the right to replace a vacant bargaining unit position with a position in another Operations-Support Services job classification without notification to the Association, provided that the position remains within the same department. However, if the resulting position is reduced in the number of hours assigned per day, length of work year, salary grade, or the entitlement to a benefit package, the Association shall be provided with written notification.
- C. **Food Services Department:** The parties recognize that the provision of student meals is a vital step in the process of educating San Diego's children. Ongoing assessment of staffing requirements in the Food Services Department is essential to the continued viability of the student meal program.
1. The District agrees to inform the Association, in writing, on or about December 1 and April 1 of each year, of the total number of hours established for bargaining unit positions in the Food Services Department. This information will include the total number of benefit packages allocated to bargaining unit positions of one-half time or more. Work locations comprising a cluster are subject to change and that hours and benefit packages may be deleted from a cluster and added to another on an ongoing basis to meet the needs of the service.

Article XVII - Layoff and Reemployment
Section 16.C. (continued)

2. In the event that the total number of benefit packages allocated on a departmental basis decreases from one report to the next, the District agrees to:
 - a. Reassign the unallocated benefit package(s) in the following period so that the total number of benefit packages from the previous period is maintained, or
 - b. Meet with the Association, upon request, to negotiate regarding the decision to reduce benefit packages and the impacts and effects of such reduction. The District agrees to consider any reasonable alternatives proposed by the Association in lieu of this reduction.
- D. All Other Departments/Sites: The District agrees to notify the Association in the event that a vacant bargaining unit position eligible for benefits is to be reduced. The Association shall be entitled to meet with the District regarding the intended action, provided that any negotiable aspects shall be fully addressed by the parties in a timely and expeditious manner.

XVIII. CONCERTED ACTIVITIES

Section 1: PROHIBITED ACTIVITIES

- A. The District and the Association 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 process.
- B. Accordingly, in consideration of the terms and conditions of this Agreement, the Association, 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 Agreement.
- C. The Association 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 Agreement may constitute cause for disciplinary action up to and including termination.

Section 3: LEGAL ENFORCEMENT

The Association 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 Association, its officers, staff and/or its members based upon a breach of this Agreement.

XIX. CONTRACTING OUT/SUBCONTRACTING AND DONATED SERVICES

Section 1: PURPOSE AND INTENT

The purpose of this Article is to recognize the need for and permit the District to contract out work, accept donated services, or use Public Service Programs to perform types of work that are usually, customarily, routinely and historically performed by unit members, subject to the terms of this Article. The intent is to recognize the need for these types of work due to lack of available personnel and/or resources. However, donated work or public service programs may not be used to supplant regular or overtime work normally assigned to bargaining unit members.

Section 2: DONATION OF WORK

The parties recognize the desire by individuals and/or community groups to offer their donation of work in order to perform incidental or cosmetic type work in an effort to improve the appearance of school facilities. The District may accept the donation of work providing that it does not result in the layoff or reduction of bargaining unit members or positions. The District agrees not to advertise for donated work.

All donated work shall require formal district review and approval, including any required plans, permits and inspections.

Section 3: CONTRACTING OUT/SUBCONTRACTING

The District may contract out/subcontract work under the following conditions:

- A. The work is required by State law to be contracted out/subcontracted.
- B. The work is permitted by State law to be contracted out/subcontracted and is limited to work not usually or customarily performed by bargaining unit members, except wherein a practice of subcontracting currently exists.
- C. All contracted work shall require formal district review and approval, including any required plans, permits, inspections, and/or other agency approvals.

It is understood that contracting out/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 provision of Article XVII, Layoff and Reemployment.

Section 4: PUBLIC SERVICE PROGRAMS

The District may continue to participate in Public Service Programs sponsored by local, state and federal agencies, providing that such programs do not result in the layoff or reduction of bargaining unit members or positions.

XX. 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.

- A. The District agrees to amend its charter approval procedures to urge that in soliciting support for a proposed charter, the petitioner should 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 agrees to amend its charter approval procedures to indicate that person(s) intending to submit a proposed charter to the Board of Education for consideration are encouraged 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. Upon receipt of a charter proposal from a group of charter petitioners, the District shall forward a copy of the proposal to the Association.
- D. The Association 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 Association when the proposed charter is presented to the Board of Education.
- E. The District agrees to amend its charter approval procedures to urge that petitioners who desire to waive all or portions of the collective bargaining agreement discuss their concerns with the Association prior to submission of the proposed charter to the Board of Education.

Section 2: LEAVE AND RETURN RIGHTS

- A. Whenever the Board of Education approves a charter proposal, the parties shall meet to determine a specified period when unit members at the proposed charter school may exercise their right to reassignment. If mutual agreement is not reached, the transfer-out period shall extend from ten (10) workdays after the date of Board of Education approval until the date when the charter school is implemented.

Classified unit members initially employed by the District who choose to exercise their right to reassignment from a charter school to regular district employment under this provision must notify the Human Resource Services Division in writing. Returning unit members shall be given their choice of existing vacancies, within their classification, in seniority order. If no vacancy exists, the affected unit members may exercise their rights under Article XVII, Layoff and Reemployment, of this Agreement.

Article XX - Charter Schools
Section 2 (continued)

- B. Classified unit members initially hired by the District who are declared in excess at a charter school, or who are serving at a school whose charter terminates, may return to regular district employment. Unit members returning under this provision shall be given their choice of existing vacancies within their classification in seniority order. If no vacancy exists, the affected unit members may exercise their rights under Article XVII, Layoff and Reemployment.
- C. Classified unit members initially hired by the District may return to regular district employment at the conclusion of their first year of service at a charter school, or earlier with mutual agreement between the District and the Association. Unit members requesting to return must notify the Human Resource Services Division in writing within ten (10) workdays of their one-(1)- year anniversary date at the charter school. Unit members returning under this provision shall be given their choice of existing vacancies within their classification, in seniority order. If no vacancy exists, the affected unit members may exercise the rights provided under Article XVII, Layoff and Reemployment.

Subsequent to the opportunity for return to regular employment with the District after the first year with the charter school, classified unit members may request to return to regular district service at any time by notifying the Human Resource Services Division in writing. Unit members returning under this provision shall be given their choice of existing vacancies within their classification, in seniority order, providing no reemployment list exists. If no vacancy exists or the existing vacancy(ies) must be filled from the reemployment list, the unit member shall remain at the charter school and shall be placed in the next available vacancy at such time as the reemployment list is exhausted.

- D. Classified unit members initially hired by the District who are serving at a charter school shall have the right to participate in the voluntary transfer and promotion processes provided for under this Agreement and in the Merit System Rules and Regulations.

Section 3: GENERAL PROVISIONS

- A. Classified unit members initially hired by the District and serving in a charter school shall continue to accrue seniority in their last regularly assigned monthly job classification with the District. Classified unit members initially hired by the District, who through the normal Merit System eligibility and selection procedures, are promoted to an existing district job classification at a charter school shall accrue classification seniority in the new position during their charter school service.
- B. All unit members initially hired by the District who are serving in charter schools will retain their original district and classification seniority dates for purposes of determining their eligibility for all other rights and benefits provided under this Agreement.
- C. Upon return to district service from a charter school, returning unit members shall not be entitled to transfer any salary, leaves or benefits in excess of those provided to unit members under this Agreement.

Article XX - Charter Schools
Section 3 (continued)

- D. A unit member initially employed by the District who is assigned to a charter school may be considered for summer school/intersession assignments at other schools within the District.

Section 4: HEALTH AND WELFARE BENEFITS

Unit members serving in a charter school shall be eligible to continue their participation in the group health plans provided under Article IX, Health and Welfare Benefits, of this Agreement, provided that:

- A. The charter school agrees to continue to purchase group health coverage through the District, and
- B. The charter school agrees to adhere to the district group eligibility requirements and other terms and conditions of participation set forth by each carrier and/or by the San Diego County Schools Voluntary Employee Benefits Association (VEBA).

Section 5: INDIVIDUALS DIRECTLY HIRED BY CHARTER SCHOOLS

The District shall not be required to provide any guarantee of regular district employment to any individual directly hired by charter schools. However, the District and CSEA will meet periodically to consider options of providing an opportunity for directly-hired charter school unit members to obtain district employment over other non-classified unit members.

XXI. CONTRACT ADMINISTRATION

Section 1: CONTRACT ADMINISTRATION COMMITTEE

- A. **Structure.** The Contract Administration Committee shall be composed of two (2) representatives of the Human Resource Services Division **the division head** and one other, two (2) representatives of the Business Services Division, the Association President, the Association staff representative and up to two (2) additional members of the Association. The Association and/or the District may appoint other representatives to attend specific meetings as required by the issues to be discussed. **The Association staff representative and the division head, Human Resource Services Division, shall be the co-chairs of the committee.**
- B. **Purpose.** The purpose of this committee is to **maintain a productive, collaborative relationship between the Parties and to resolve any contract administration issues that may arise during the term of this Agreement or other matters of concern (including matters outside the scope of negotiation). District and Association representatives are encouraged to first make an effort to resolve issues through normal operating channels other than the committee.**
- C. **Authority.** The Committee shall have the authority to resolve contract administration issues subject to ratification by the Association and the District, as appropriate. When the Parties agree that an issue cannot be resolved by the Contract Administration Committee, the issue may be referred to the Superintendent for an attempt at resolution, prior to the Parties exercising other options available in this Agreement.
- D. **Meeting Schedule.** The Committee shall meet at least once a month, but may meet more or less frequently, as mutually determined by the Association and the District. Meeting times and locations shall be by mutual agreement.
- E. **Meeting Agenda.** **Formal agendas shall be prepared for each meeting. Agenda items shall be submitted by the co-chairs in advance of the meeting. In order to facilitate effective decisionmaking, the Party submitting the agenda item shall be prepared to provide the committee with pertinent facts and background regarding each agenda item.**

XXII. EFFECT OF AGREEMENT

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 Agreement represent the full and complete understanding and commitment between the District and the Association.

Section 2: SUPERSESSION CLAUSE

This Agreement 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 Agreement.

Section 3: SAVINGS CLAUSE

If any article or section of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. In the event that any article or section is held invalid as above set forth, the parties affected hereby shall enter into immediate negotiations, upon the request of the Association or the District, for the purposes of arriving at a mutually satisfactory replacement for such article or section.

Section 4: CHANGES, AMENDMENTS, AND SUPPLEMENTS

This Agreement 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 Association and the Board of Education of the District for ratification. When ratified by the Association and the Board of Education of the District, the change, amendment or supplemental Agreement will be implemented.

Section 5: RATIFICATION AND IMPLEMENTATION

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

Section 6: 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 Agreement or unless changed by mutual agreement of the Parties, whichever occurs first.

**Article XXII - Effect of Agreement
(continued)**

Section 7: 2001-2002 REOPENER

In accordance with the procedures established in Article XI, Negotiation Procedures, Article 7, Wages, Section 1, Salary Rates, (A, B, C, D), shall be reopened. **Increases in salary or other forms of compensation resulting from reopener negotiations shall not exceed a commensurate pro rata share provided to any other bargaining unit or employee group within the District.**

Section 8: DURATION CLAUSE

This Agreement becomes effective the first day of July 1999 and remains in full force and effect through and including June 30, 2002 except for modifications agreed to through the Contract Administration Committee as set forth in Article XXI.

SIDELETTER

FOOD SERVICE CLASSIFICATION STUDY

The District and the Association agree that a classification study shall be undertaken by the District for all Food Service job classifications during the year in which the Food Service Central Kitchen commences operation. Reclassifications resulting from this study are subject to mutual agreement of both the District and the Association, and will be effective on July 1 of the fiscal year in which the central kitchen commences operation.

SIDELETTER

PRE-TRIP ALLOCATIONS

The Parties agree to convene a Pre-trip Study Group comprised of an equal number of representatives appointed by the District and the Association. The group will review and recommend pre-trip time allocations for all bus configurations. Pre-trip time allocation shall be defined as all time necessary to prepare the bus prior to departing from the gate at Transportation Center. The study group recommendations will be implemented on or before February 28, 2000.

SIDELETTER

401(a) PLAN

The Parties agree to implement a 401(a) Plan for all Operations-Support Services bargaining unit members beginning in the year 1999-2000. The Plan shall be funded from the OSS bargaining unit's proportionate share of Revenue Limit Deficit Reduction funding received for 1999-2000 as provided in Section VII.1.C. of this Agreement and shall equal a one percent (1%) salary increase to the 1999-2000 salary schedule. Anniversary stipends and annual OSS bonus payments are excluded from the 401(a) plan funding calculation. Administration fees associated with the plan will be borne by the District. If the OSS bargaining unit's proportionate share of such funds exceeds the value of a one percent (1%) increase on the 1999-2000 salary schedule, the balance shall be converted into a percentage increase and applied to the 1999-2000 salary schedule.

In lieu of the 401(a) Plan, unit members who retire or terminate employment with the District on or before the date the Plan is implemented shall receive an off-schedule, equivalent salary payment with appropriate mandatory deductions withheld.

The Parties agree to form a work group of three representatives of the District and three representatives of the Association to recommend a third party administrator for the Plan. The third party administrator shall be recommended based on an evaluation of responses to a Request for Proposal (RFP). The RFP shall be developed by the work group. Included in the evaluation criteria shall be consideration of the administrative fees to be charged and the services to be provided to unit members and to the District. The work group shall complete its task no later than January 31, 2000. It is anticipated that the Plan will be implemented immediately after the District receives the Revenue Limit Deficit Reduction payment from the state.

The Plan shall remain in effect for the duration of this Agreement and shall be renewed only upon mutual agreement of the Parties.

SIDELETTER

CUSTODIAL WORKLOAD

The Parties agree to the establishment of a joint taskforce, composed of an equal number of representatives from the District and the Association, to review the practicality of the "Custodial Services Allocation Formulas" and to determine whether or not the expectations and performance standards of the custodial staff are realistic. As part of the review and investigation, the task force will visit an appropriate number of mutually-selected work sites to interview custodial staff at these sites.

The taskforce shall establish its own meeting schedule.

The taskforce shall issue a formal report of its findings, including recommendations, to the Contract Administration Committee (Article 20, Contract Administration) for resolution no later than February 28, 2000.

SIDELETTER

FOOD SERVICE

The Parties agree to the establishment of a joint taskforce, composed of an equal number of representatives from the District and the Association, to determine the possibility of maximizing permanent hours of work for part-time food service positions. The taskforce will also review the impacts and effects on Site Leaders working split shifts. As part of the review and investigation, the taskforce will visit the district sites to interview food service staff.

The taskforce shall establish its own meeting schedule.

The taskforce shall issue a formal report of its findings, including recommendations, to the Contract Administration Committee (Article 20, Contract Administration) for resolution no later than February 28, 2000.

SIDELETTER

MERIT SYSTEM

The Parties agree to convene a work group to conduct a comprehensive review of the Merit System Rules and to make recommendations for change to the Board of Education by May 31, 2000. Such recommendations shall address the interests of the respective classified employee organizations and those of classified employees, including but not limited to, fair and consistent rules, and a meaningful complaint procedure. The District's interests, including but not limited to, the need to staff positions with the best qualified individuals, through a fair and efficient process will also be addressed.

The work group shall be composed of six (6) representatives appointed by the District; the Division Head, Human Resource Services Division; one (1) representative appointed by each of the four (4) classified bargaining units; one (1) California School Employees Association (CSEA) staff representative; the chairperson of the Advisory Council of Classified Employees (ACCE); and one (1) representative appointed by the Administrators Association. The chairperson of ACCE and the Division Head, Human Resource Services Division, shall co-chair the group. The work group shall establish its own meeting schedule at times which least impact the instructional program and shall ensure input from all stakeholder groups.

SIDELETTER

RETIREE MEDICAL BENEFIT FUND

The Parties agree to commission an actuarial study of the Retiree Medical Benefit Fund provided for in Article IX, Section 7, during the 2001-2002 fiscal year.

MEMORANDA OF UNDERSTANDING

- Alcohol and Controlled Substances Agreement, Transportation Services Department - 10/25/94
- Alcohol and Controlled Substances Agreement Applying to Safety-Sensitive Positions in the Business Services Division (excluding the Transportation Services Department) - 1/10/95
- Guidelines for the Reassignment of Seniority Dates Within the Classified Service (exclusive of Transportation Services Department) - 9/24/96

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SAN DIEGO CHAPTER 724

ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT
TRANSPORTATION SERVICES DEPARTMENT

October 25, 1994

Section 1: INTRODUCTION

The San Diego Unified School District Transportation Services Department has an interest in and is obligated to provide a safe work place, free from alcohol and/or controlled substances abuse. The Transportation Services Department prohibits the possession or use of alcohol and controlled substances by employees in the work place. We invite employees to read this alcohol and controlled substances abuse agreement and observe the special emphasis toward working with employees who have problems which may encourage them to use alcohol and/or controlled substances. When employees voluntarily request help, the district will provide necessary support.

Section 2: PURPOSE

- A. The purpose of this agreement is to assure Transportation employees of the department's commitment to provide an alcohol- and controlled substances-free working environment and to demonstrate support for employees undergoing treatment and rehabilitation for alcohol and/or controlled substances dependency. Alcohol and controlled substances dependency are treatable illnesses and may be successfully overcome if identified in their early stages when employees are referred to an appropriate source for treatment. The department encourages chemical-dependent employees to seek treatment as early as possible. The department will assist employees with placement in a treatment or rehabilitation program consistent with the employee's established benefit plan. Because circumstances and employees are different, each situation will be evaluated on an individual basis. Employment is not jeopardized when employees voluntarily come forward seeking help.
- B. Any employee who has an alcohol or controlled substances problem will be given the same consideration and assistance extended to any employee with any other illness. First, sick leave, then vacation leave, and finally leave of absence without pay shall be granted for treatment or rehabilitation. Employees are encouraged to contact their immediate supervisor or the director for assistance in understanding sick leave, vacation leave, or leave of absence without pay policies and their impact on an individual's situation. Questions regarding their elected district health insurance plan can also be answered. Any decision to seek help will not interfere with an employee's continued employment or eligibility for promotional opportunities, providing the employee can meet licensing and/or certification requirements. Information regarding the EASE program may be obtained from the employee's supervisor or the Human Resource Services Division.
- C. While the Transportation Department is committed to help employees with chemical dependency problems, employees are expected to remember *SAFETY* is the department's first priority and employees shall not possess, use, be under the influence of, or distribute alcohol or controlled substances while on duty with the district. Such behavior threatens the health, safety, and security of the children we transport, fellow employees, and members of the public.

- D. The department will comply with all of the provisions of Title 49, Parts 40 and 382, Code of Federal Regulations.

Section 3: EMPLOYEE RIGHTS

- A. Any bargaining unit worker who is suspected of violating the alcohol and controlled substances agreement shall be informed of his/her entitlement to representation during any interrogative interview or discussion with the employee which could lead to a decision by the district to take action against the employee. Employees shall also be informed of their entitlement to representation in any discussion with a medical review officer.
- B. Samples shall be collected using a split sample procedure. The employee shall be afforded an opportunity to provide information, which shall be held in absolute confidence by the Medical Review Officer (MRO), about other drug use, such as taking legally prescribed or over the counter medication which could cause a false-positive test result. At the employee's option, this information may be submitted in a sealed envelope to be opened only by a medical review officer if the test results are positive. The employee shall receive a full copy of any positive test results and related documentation of the testing process.
- C. All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one (1) year following the test or until the sample is no longer needed for appeal proceedings or litigation, whichever is longer. At the employee's request and expense the split sample may be retested by that laboratory or another Department of Health and Human Services (DHHS) certified forensic laboratory of the employee's choice. If the results of the retest are negative, the district will pay for the test. If the results of the retest are positive, the employee will pay for the test.

Section 4: SAFETY-SENSITIVE POSITIONS

- A. Any employee required to drive a school bus could clearly endanger the health and safety of others if they drink alcohol or take controlled substances. For the purposes of this Transportation Services Department agreement addressing alcohol and controlled substances abuse problems, safety-sensitive positions are those whose job requirements mandate the employee possess a commercial driver's license and medical certification for driving or testing school buses operated by the district.
- B. Employees in positions designated as safety-sensitive shall be notified by the following process:
1. Transportation Services Department shall notify those employees in safety-sensitive positions who are affected by this agreement.
 2. The employee shall sign a copy of the notification, retain a copy, and return the original to Transportation Services Department.
 3. All future appointees to safety-sensitive positions shall be informed by the Human Resource Services Division that they will be subject to alcohol and controlled substances testing as per this agreement.
 4. Transportation Services Department staff shall provide all present and future employees in safety-sensitive positions with a copy of this agreement.

- C. Transportation Services Department OSS job titles meeting the definition for safety-sensitive positions are limited to:

1. Automotive Mechanic
2. Automotive Mechanic Helper
3. Automotive Service Worker
4. Bus Driver Instructor
5. Bus Operations Dispatcher
6. Bus Traffic Dispatcher
7. Extraboard Bus Driver
8. Lead Automotive Mechanic
9. School Bus Driver

Section 5: RANDOM ALCOHOL AND CONTROLLED SUBSTANCES TEST SCHEDULING FOR EMPLOYEES IN SAFETY-SENSITIVE POSITIONS

- A. Employees in safety-sensitive positions will be subject to random selection for alcohol or controlled substance testing, using a scientifically valid method, such as a random number table of a computer based random number generator matched with social security or other identifying numbers.
- B. A driver shall only be randomly tested for alcohol while the driver is performing safety-sensitive functions, just before performing safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

Section 6: TESTING OF IDENTIFIED SAFETY-SENSITIVE POSITIONS FOR ALCOHOL AND CONTROLLED SUBSTANCES ABUSE

This section explains when the Transportation Services Department will require employees in identified safety-sensitive positions to test for alcohol abuse and controlled substances use.

- A. Employees occupying safety-sensitive positions will be subject to testing based on random selection. Random selection and subsequent testing will start ninety (90) days after this agreement is ratified by both parties, but no later than January 1, 1995. Random selection of employees of a number equivalent to one hundred percent (100%) of employees in safety-sensitive positions will be conducted during the first year from October, 1994, through June, 1995. To the extent possible, an equal number of employees will be selected each month in meeting the one hundred percent (100%) requirement.
- B. Effective, July 1, 1995, the annual rate for random employee selection will be in accordance with Federal guidelines.
- C. An employee in a safety-sensitive position shall not be required to test as a prerequisite for a promotional opportunity to another safety-sensitive position. An employee in a non-safety-sensitive position applying for a safety-sensitive position must successfully pass an alcohol and controlled substances screening prior to selection.
- D. An employee returning from an authorized unpaid leave of absence shall not be subject to testing as a prerequisite for assignment, and shall become a part of the random pool upon the date of his/her return to service.

- E. Any employee shall be subject to testing at any time providing there is reasonable suspicion.
- F. As soon as possible following an accident involving a commercial motor vehicle, testing for alcohol and controlled substances shall be performed for each surviving driver who was performing safety-sensitive functions with respect to the vehicle if the accident involved the loss of human life, or the driver receives a citation under state or local law for a moving traffic violation arising from the accident.
- G. Any employee determined by Transportation Safety and Training staff to be at fault in a district vehicular accident where damages exceed one thousand five hundred dollars (\$1,500.00), or an employee having more than two (2) at-fault district vehicular accidents where damage exceeds a total of three thousand dollars (\$3,000.00) in the preceding twelve months may be required to test. The employer is prohibited from requiring a post-accident alcohol test more than eight (8) hours, and a post-accident controlled substance test more than thirty-two (32) hours, following the accident. The parties shall meet periodically upon request of either party to the agreement to negotiate an upward adjustment to the maximum accident figures outlined in this paragraph.
- H. Any employee who enters a rehabilitation program will be required to submit to periodic testing as designated by the district for up to twelve (12) months from the start of the rehabilitation program.

Section 7: TESTING PROCESS AND STANDARDS.

- A. The alcohol and controlled substances initial and confirmatory testing process shall be in accordance with United States Department of Transportation Procedures published in Title 49, Code of Federal Regulations, Part 40.
- B. Substances to be tested for shall include the following:
 - 1. Amphetamines and Methamphetamine
 - 2. Cocaine
 - 3. Cannabinoids (THC)
 - 4. Opiates (Narcotics)
 - 5. Phencyclidine (PCP)
 - 6. Alcohol
- C. Controlled substances initial and confirmatory tests shall be performed by a Department of Health and Human Services (DHHS) certified forensic laboratory. All tests not conducted with Department of Transportation Procedures, published in Title 49, Code of Federal Regulations, Part 40, are void.
- D. Alcohol initial and confirmatory tests shall be performed in accordance with Department of Transportation Procedures, published in Title 49, Code of Federal Regulations, Part 40.

Section 8: MEDICAL REVIEW OFFICER (MRO)

The district and the union (CSEA) shall designate one (1) or more medical review officers, who shall be licensed doctors of medicine or osteopathy with specializing knowledge of substance abuse disorders, to receive test results from the laboratory. Upon receiving positive test results, the medical review officer shall:

- A. Interview the affected employee to determine if there is a legitimate explanation for a positive test.
- B. Forward requests for second tests from split samples and may request the actual test levels from the laboratory.
- C. Report only whether a test, viewed in light of the worker's explanation, is positive or negative.

Section 9: RECORDS AND THEIR CONFIDENTIALITY

- A. The MRO is the sole custodian of the individual test data. Records are required to be maintained for a minimum of one (1) year for negative and canceled test results.
- B. The district is prohibited from releasing employee information contained in the records required under this agreement without the employee's written permission.

The district is authorized to utilize individual alcohol and controlled substances test results in disciplinary proceedings.

- C. A covered employee is entitled, upon written request, to obtain copies of any records pertaining to his or her tests.

Section 10: TESTING DUE TO REASONABLE SUSPICION

- A. Reasonable suspicion is the good faith belief, based on specific facts or evidence, that an employee is in violation of the alcohol and controlled substance abuse agreement and that testing the employee could reveal evidence of alcohol or controlled substances in his/her system. Reasonable suspicion testing must be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors" of the commercial motor vehicle driver. In the case of controlled substance testing, the observations may include indications of the chronic and withdrawal effects of controlled substances. (49 C. F. R. § 382.307, subds. (a) and (b), emphasis added.) The required observations must be made by a supervisor or company official who has received at least sixty (60) minutes of training on alcohol misuse, plus sixty (60) minutes of training on controlled substance use. The training must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. (49 C. F. R. § 382.307, subd (c).)

- B. Concurrence of at least one (1) supervisor and another department supervisor or appropriate lead person must occur to determine facts and/or evidence to warrant reasonable suspicion. A written and co-signed summary outlining circumstances and delineating physical condition and/or behavior of the employee which created reasonable suspicion shall be forwarded to the Transportation Services Director and the affected employee within five (5) working days.
- C. In the case of an alcohol test, the person who makes the reasonable suspicion determination cannot conduct the test. (49 C. F. R. § 382.307, subd. (c).) The determination for an alcohol test must be made just before, during, or just after the performance of safety-sensitive functions and the alcohol test must follow the determination by no more than eight (8) hours. (Id., subd. (e).) In the case of a controlled substance test, a signed written record of the observations must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. (Id., subd. (f).)
- D. Observations must be contemporaneous and, in the case of alcohol abuse, must be made just before, during, or just after the performance of the safety-sensitive functions.

**Section 11: EMPLOYEE ASSISTANCE SERVICE FOR EDUCATION
(EASE [277-EASE])**

The district believes employees are our most valuable asset and have therefore provided a free service for employees and their families who may need help due to alcohol abuse, controlled substances abuse, or other personal problems. Employees are encouraged, but not required, to use this service. Their supervisors are prepared to arrange an appointment. Specially-trained employee assistance specialists are available 24 hours a day to respond to employee inquiries and provide assistance. EASE services are confidential and the EASE office is separate from any school site or administrative office. EASE records are not available to district personnel and information about the employee will only be released when authorized by the employee or unless required by law. A supervisor referring an employee to EASE will notify EASE of the referral.

Section 12: TRAINING PROGRAM FOR SUPERVISORS AND LEAD PERSONNEL

In order to detect and define reasonable suspicion, a training program must be completed by supervisors and lead personnel. When our employees are advised they are to be tested as a result of reasonable suspicion, the criteria used to identify reasonable suspicion must withstand a legal challenge. The outward signs of alcohol abuse are often detectable by lay personnel. However, physical symptoms of use or abuse of other controlled substances are often fairly ambiguous (such as reddened eyes or dilated pupils) and can be the result of other personal problems or physical conditions. As part of and to be consistent with the theme of this alcohol and controlled substances abuse agreement, a training program will be developed for supervisors and lead personnel. The intent of training is to raise the awareness and sensitivity of employees in charge in order for them to recognize unusual physical signs and behaviors by those suspected of having chemical dependency problems. Attendance will be mandatory and training will be completed within sixty (60) days after this agreement is ratified. The district and union will agree on the training program provided. Training will include criteria listed in 49 C. F. R. § 382.307.

Section 13: ABUSE OF WORKING PRIVILEGE

This alcohol and controlled substances abuse agreement is intended to provide employees with every opportunity for continued employment possible. In keeping with the intent and purpose of this agreement, employees will not be subject to discipline for positive tests unless they fall into one of the categories below (paragraphs A., B., or C.). It is the Transportation Department's duty to work with and help employees with personal problems which may adversely effect their job performance. However, employees have an obligation to be at work, meet district standards of which they have adequate notice, and not allow personal problems to adversely affect the public's safety or their job performance. Therefore, employees will be immediately placed on unpaid leave and may be subject to disciplinary action up to and including dismissal pursuant to the Rules and Regulations of the Merit System for Classified Service Employees if:

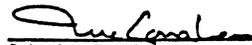
- A. They test positive for controlled substances or alcohol during their initial district probationary period. In such instances, the parties agree that the district has no obligation to rehabilitate probationary employees.
- B. They disregard the terms of this alcohol and controlled substance abuse agreement by refusing to test.
- C. They do not complete agreed to rehabilitation therapy, or test positive for alcohol or controlled substances during working hours within twelve (12) months after commencement of rehabilitation therapy.

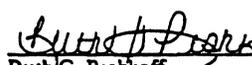
Section 14: APPEAL PROCEDURE

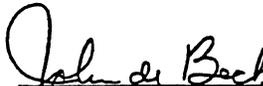
- A. The Association (CSEA) or any employee covered under this agreement who believes the procedures provided herein have been violated shall be entitled to appeal in writing to the Transportation Drug Policy Committee within fifteen (15) days of the alleged violation. The committee shall be composed of one (1) representative appointed by the Association, one (1) representative appointed by the district, and one (1) neutral representative employed by the district in a safety-sensitive position and appointed by mutual agreement of the parties. The committee shall convene as soon as possible to investigate the circumstances giving rise to the appeal and shall arrive at a final decision by consensus. (Consensus shall be defined as all committee members being in agreement or willing to accept the decision of the majority.)
- B. The decision of the Board of Education to suspend or terminate an employee under this policy is appealable only under the provisions of the Rules of the Merit System for Classified Service Employees.

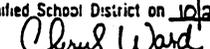
FOR THE DISTRICT:


Fred Selleck, Director
Transportation Services Department

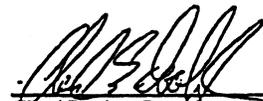

John McConahey
Transportation Services Supervisor


Ruth G. Peshkoff
Employee Services Director
Human Resource Services Division

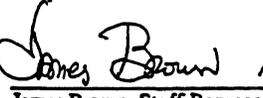

John deBeck
President, Board of Education
San Diego Unified School District

RGP:ph Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 10/25/94.

Cheryl Ward, Recording Secretary
Board of Education

FOR THE ASSOCIATION:


Claud Doolen, President
California School Employees Association
Chapter 724


David Price, Vice-President
California School Employees Association
Chapter 724


James Brown, Staff Representative
California School Employees Association

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SAN DIEGO CHAPTER 724

ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT
APPLYING TO SAFETY-SENSITIVE POSITIONS IN THE
BUSINESS SERVICES DIVISION
(EXCLUDING THE TRANSPORTATION SERVICES DEPARTMENT)

January 10, 1995

Section 1: INTRODUCTION

The San Diego Unified School District Business Services Division and the Association (CSEA) have an interest in providing a safe work place, free from alcohol and/or controlled substances abuse. The Business Services Division prohibits the possession or use of alcohol and controlled substances by employees in the work place. We invite employees to read this alcohol and controlled substances abuse agreement and observe the special emphasis toward working with employees who have problems which may encourage them to use alcohol and/or controlled substances. When employees voluntarily request help, the District will provide necessary support.

Section 2: PURPOSE

This agreement applies only to safety-sensitive positions in the Business Services Division.

- A. The purpose of this agreement is to assure Business Services employees of the division's commitment to provide an alcohol- and controlled substances-free working environment and to demonstrate support for employees undergoing treatment and rehabilitation for alcohol and/or controlled substances dependency. Alcohol and controlled substances dependency are treatable illnesses and may be successfully overcome if identified in their early stages when employees are referred to an appropriate source for treatment. The division encourages chemical-dependent employees to seek treatment as early as possible. The division will assist employees with placement in a treatment or rehabilitation program consistent with the employee's established benefit plan. Because circumstances and employees are different, each situation will be evaluated on an individual basis. Employment is not jeopardized when employees voluntarily come forward seeking help.
- B. Any employee who has an alcohol or controlled substances problem will be given the same consideration and assistance extended to any employee with any other illness. First, sick leave, then vacation leave, and finally leave of absence without pay shall be granted for treatment or rehabilitation. Employees are encouraged to contact their immediate supervisor or department director for assistance in understanding sick leave, vacation leave, or leave of absence without pay policies and their impact on an individual's situation. Questions regarding their elected district health insurance plan can also be answered. Any decision to seek help will not interfere with an employee's continued employment or eligibility for promotional opportunities, providing the employee can meet licensing and/or certification requirements. Information regarding the EASE program may be obtained from the employee's supervisor or the Human Resource Services Division.

MEMORANDUM OF UNDERSTANDING
ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT
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- C. While the Business Services Division is committed to help employees with chemical dependency problems, employees are expected to remember *SAFETY* is the department's first priority and employees shall not possess, use, be under the influence of, or distribute alcohol or controlled substances while on duty with the District. Such behavior threatens the health, safety, and security of the children we serve, fellow employees, and members of the public.
- D. The division will comply with all of the provisions of Title 49, Parts 40 and 382, Code of Federal Regulations.

Section 3: EMPLOYEE RIGHTS

- A. Any bargaining unit worker who is suspected of violating the alcohol and controlled substances agreement shall be informed of his/her entitlement to representation during any interrogative interview or discussion with the employee which could lead to a decision by the District to take action against the employee. Employees shall also be informed of their entitlement to representation in any discussion with a medical review officer.
- B. Samples shall be collected using a split sample procedure. The employee shall be afforded an opportunity to provide information, which shall be held in absolute confidence by the Medical Review Officer (MRO), about other drug use, such as taking legally prescribed or over-the-counter medication which could cause a false-positive test result. At the employee's option, this information may be submitted in a sealed envelope to be opened only by a medical review officer if the test results are positive. The employee shall receive a full copy of any positive test results and related documentation of the testing process.
- C. All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one (1) year following the test or until the sample is no longer needed for appeal proceedings or litigation, whichever is longer. At the employee's request and expense the split sample may be retested by that laboratory or another Department of Health and Human Services (DHHS) certified forensic laboratory of the employee's choice. If the results of the retest are negative, the District will pay for the test. If the results of the retest are positive, the employee will pay for the test.

Section 4: SAFETY-SENSITIVE POSITIONS

- A. Any employee required to drive a qualifying district vehicle (requiring a Class A or B commercial driver's license) could clearly endanger the health and safety of others if they drink alcohol or take controlled substances. For the purposes of this agreement addressing alcohol and controlled substances abuse problems, safety-sensitive positions are those whose job requirements mandate the employee possess a commercial driver's license and medical certification for driving qualifying district vehicles.
- B. Employees in positions designated as safety-sensitive shall be notified by the following process:
 - 1. Business Services Division departments shall notify those employees in safety-sensitive positions who are affected by this agreement.
 - 2. The employee shall sign a copy of the notification, retain a copy, and return the original to the appropriate Business Services Division department.

MEMORANDUM OF UNDERSTANDING
ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT
Page 3

- 3. All future appointees to safety-sensitive positions shall be informed by the Human Resource Services Division that they will be subject to alcohol and controlled substances testing as per this agreement.
- 4. Business Services Division departments shall provide all present and future employees in safety-sensitive positions with a copy of this agreement.
- C. Business Services Division Operations-Support Services (OSS) job titles meeting the definition for safety-sensitive positions are limited to specified positions within the following job classifications requiring an employee to operate a qualifying district vehicle which mandates the employee to possess a commercial driver's license (Class A or B) as defined in the California Vehicle Code, Section 12804.9.
 - 1. Asphalt Machine Operator
 - 2. Cafeteria Van Driver
 - 3. Construction Crew Leader
 - 4. Heavy Equipment Operator
 - 5. Laborer I
 - 6. Laborer II
 - 7. Lead Truck Driver
 - 8. Light Equipment Operator
 - 9. Mechanical Systems Crew Leader
 - 10. Relief Truck Driver
 - 11. Senior Carpenter/Cabinetmaker
 - 12. Skilled Trades Helper (Grounds)
 - 13. Truck Driver

**Section 5: RANDOM ALCOHOL AND CONTROLLED SUBSTANCES TEST
SCHEDULING FOR EMPLOYEES IN SAFETY-SENSITIVE POSITIONS**

- A. Employees in safety-sensitive positions will be subject to random selection for alcohol and controlled substance testing, using a scientifically valid method, such as a random number table of a computer based random number generator matched with social security or other identifying numbers.
- B. A driver shall only be randomly tested for alcohol while the driver is performing safety-sensitive functions, just before performing safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

**Section 6: TESTING OF IDENTIFIED SAFETY-SENSITIVE POSITIONS FOR
ALCOHOL AND CONTROLLED SUBSTANCES ABUSE**

This section explains when the Business Services Division will require employees in identified safety-sensitive positions to test for alcohol abuse and controlled substances use.

- A. Employees occupying safety-sensitive positions will be subject to testing based on random selection. Random selection and subsequent testing will start ninety (90) days after this agreement is ratified by both parties, but no later than January 1, 1995. Random selection of employees of a number equivalent to one hundred percent (100%) of employees in safety-sensitive positions will be conducted during the first year from October, 1994, through June, 1995. To the extent possible, an equal number of employees will be selected each month in meeting the one hundred percent (100%) requirement.

MEMORANDUM OF UNDERSTANDING
ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT
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- B. Effective, July 1, 1995, the annual rate for random employee selection will be in accordance with Federal guidelines.
- C. An employee in a safety-sensitive position shall not be required to test as a prerequisite for a promotional opportunity to another safety-sensitive position. An employee in a non-safety-sensitive position applying for a safety-sensitive position must successfully pass an alcohol and controlled substances screening prior to an appointment to a safety-sensitive position.
- D. An employee returning from an authorized unpaid leave of absence shall not be subject to testing as a prerequisite for assignment, and shall become a part of the random pool upon the date of his/her return to service.
- E. Any employee shall be subject to testing at any time providing there is reasonable suspicion.
- F. As soon as possible following an accident involving a commercial motor vehicle, testing for alcohol and controlled substances shall be performed for each surviving driver who was performing safety-sensitive functions with respect to the vehicle if the accident involved the loss of human life, or the driver receives a citation under state or local law for a moving traffic violation arising from the accident.
- G. Any employee determined by Transportation Safety and Training staff to be at fault in a district vehicular accident where damages exceed one thousand five hundred dollars (\$1,500.00), or an employee having more than two (2) at-fault district vehicular accidents where damage exceeds a total of three thousand dollars (\$3,000.00) in the preceding twelve months may be required to test. The employer is prohibited from requiring a post-accident alcohol test more than eight (8) hours, and a post-accident controlled substance test more than thirty-two (32) hours, following the accident. The parties shall meet periodically upon request of either party to the agreement to negotiate an upward adjustment to the maximum accident figures outlined in this paragraph.
- H. Any employee who enters a rehabilitation program will be required to submit to periodic testing as designated by the District for up to twelve (12) months from the start of the rehabilitation program.

Section 7: TESTING PROCESS AND STANDARDS

- A. The alcohol and controlled substances initial and confirmatory testing process shall be in accordance with United States Department of Transportation Procedures published in Title 49, Code of Federal Regulations, Part 40.
- B. Substances to be tested for shall include the following:
 - 1. Amphetamines and Methamphetamine
 - 2. Cocaine
 - 3. Cannabinoids (THC)
 - 4. Opiates (Narcotics)
 - 5. Phencyclidine (PCP)
 - 6. Alcohol

MEMORANDUM OF UNDERSTANDING
ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT
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- C. Controlled substances initial and confirmatory tests shall be performed by a Department of Health and Human Services (DHHS) certified forensic laboratory. All tests not conducted with Department of Transportation Procedures, published in Title 49, Code of Federal Regulations, Part 40, are void.
- D. Alcohol initial and confirmatory tests shall be performed in accordance with Department of Transportation Procedures, published in Title 49, Code of Federal Regulations, Part 40.

Section 8: MEDICAL REVIEW OFFICER (MRO)

The District and the Association (CSEA) shall designate one (1) or more medical review officers, who shall be licensed doctors of medicine or osteopathy with specializing knowledge of substance abuse disorders, to receive test results from the laboratory. Upon receiving positive test results, the medical review officer shall:

- A. Interview the affected employee to determine if there is a legitimate explanation for a positive test.
- B. Forward requests for second tests from split samples and may request the actual test levels from the laboratory.
- C. Report only whether a test, viewed in light of the worker's explanation, is positive or negative.

Section 9: RECORDS AND THEIR CONFIDENTIALITY

- A. The MRO is the sole custodian of the individual test data. Records are required to be maintained for a minimum of one (1) year for negative and canceled test results.
- B. The District is prohibited from releasing employee information contained in the records required under this agreement without the employee's written permission.

The District is authorized to utilize individual alcohol and controlled substances test results in disciplinary proceedings.
- C. A covered employee is entitled, upon written request, to obtain copies of any records pertaining to his or her tests.

Section 10: TESTING DUE TO REASONABLE SUSPICION

- A. Reasonable suspicion is the good faith belief, based on specific facts or evidence, that an employee is in violation of the alcohol and controlled substance abuse agreement and that testing the employee could reveal evidence of alcohol or controlled substances in his/her system. Reasonable suspicion testing must be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors" of the commercial motor vehicle driver. In the case of controlled substance testing, the observations may include indications of the chronic and withdrawal effects of controlled substances. (49 C. F. R. § 382.307, subds. (a and b), emphasis added.) The required observations must be made by a supervisor or company official who has received at least sixty (60) minutes of training on alcohol misuse, plus sixty (60) minutes of training on controlled substance use. The training must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. (49 C. F. R. § 382.307, subd (c).)

MEMORANDUM OF UNDERSTANDING
ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT
Page 6

- B. Concurrence of at least one (1) supervisor and another department supervisor or appropriate lead person must occur to determine facts and/or evidence to warrant reasonable suspicion. A written and co-signed summary outlining circumstances and delineating physical condition and/or behavior of the employee which created reasonable suspicion shall be forwarded to the appropriate Business Services department director and the affected employee within five (5) working days.
- C. In the case of an alcohol test, the person who makes the reasonable suspicion determination cannot conduct the test. (49 C. F. R. § 382.307, subd. (c).) The determination for an alcohol test must be made just before, during, or just after the performance of safety-sensitive functions and the alcohol test must follow the determination by no more than eight (8) hours. (Id., subd. (e).) In the case of a controlled substance test, a signed written record of the observations must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. (Id., subd. (f).)
- D. Observations must be contemporaneous and, in the case of alcohol abuse, must be made just before, during, or just after the performance of the safety-sensitive functions.

**Section 11: EMPLOYEE ASSISTANCE SERVICE FOR EDUCATION
(EASE [277-EASE])**

The District believes employees are its most valuable asset and has therefore provided a free service for employees and their families who may need help due to alcohol abuse, controlled substances abuse, or other personal problems. Employees are encouraged, but not required, to use this service. Their supervisors are prepared to arrange an appointment. Specially-trained employee assistance specialists are available 24 hours a day to respond to employee inquiries and provide assistance. EASE services are confidential and the EASE office is separate from any school site or administrative office. EASE records are not available to district personnel and information about the employee will only be released when authorized by the employee or when required by law. A supervisor referring an employee to EASE will notify EASE of the referral.

Section 12: TRAINING PROGRAM FOR SUPERVISORS AND LEAD PERSONNEL

In order to detect and define reasonable suspicion, a training program must be completed by supervisors and lead personnel. When our employees are advised they are to be tested as a result of reasonable suspicion, the criteria used to identify reasonable suspicion must withstand a legal challenge. The outward signs of alcohol abuse are often detectable by lay personnel. However, physical symptoms of use or abuse of other controlled substances are often fairly ambiguous (such as reddened eyes or dilated pupils) and can be the result of other personal problems or physical conditions. As part of and to be consistent with the theme of this alcohol and controlled substances abuse agreement, a training program will be developed for supervisors and lead personnel. The intent of training is to raise the awareness and sensitivity of employees in charge in order for them to recognize unusual physical signs and behaviors by those suspected of having chemical dependency problems. Attendance will be mandatory and training will be completed within sixty (60) days after this agreement is ratified. The District and Association will agree on the training program provided. Training will include criteria listed in 49 C. F. R. § 382.307. Periodically, refresher training will be provided to leadworkers and supervisors.

MEMORANDUM OF UNDERSTANDING
ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT
Page 7

Section 13: ABUSE OF WORKING PRIVILEGE

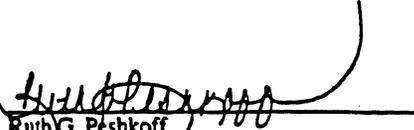
This alcohol and controlled substances abuse agreement is intended to provide employees with every opportunity for continued employment possible. In keeping with the intent and purpose of this agreement, employees will not be subject to discipline for positive tests unless they fall into one of the categories below (paragraphs A., B., or C.). It is the Business Services Division's duty to work with and help employees with personal problems which may adversely affect their job performance. However, employees have an obligation to be at work, meet district standards of which they have adequate notice, and not allow personal problems to adversely affect the public's safety or their job performance. Therefore, employees will be immediately placed on unpaid leave and may be subject to disciplinary action up to and including dismissal pursuant to the Rules and Regulations of the Merit System for Classified Service Employees if:

- A. They test positive for controlled substances or alcohol during their initial district probationary period. In such instances, the parties agree that the District has no obligation to rehabilitate probationary employees.
- B. They disregard the terms of this alcohol and controlled substance abuse agreement by refusing to test.
- C. They do not complete agreed to rehabilitation therapy, or test positive for alcohol or controlled substances during working hours within twelve (12) months after commencement of rehabilitation therapy.

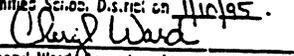
Section 14: APPEAL PROCEDURE

- A. The Association (CSEA) or any employee covered under this agreement who believes the procedures provided herein have been violated shall be entitled to appeal in writing to the Transportation Drug Policy Committee within fifteen (15) days of the alleged violation. The committee shall be composed of one (1) representative appointed by the Association, one (1) representative appointed by the District, and one (1) neutral representative employed by the District in a safety-sensitive position and appointed by mutual agreement of the parties. The committee shall convene as soon as possible to investigate the circumstances giving rise to the appeal and shall arrive at a final decision by consensus. (Consensus shall be defined as all committee members being in agreement or willing to accept the decision of the majority.)
- B. The decision of the Board of Education to suspend or terminate an employee under this policy is appealable only under the provisions of the Rules of the Merit System for Classified Service Employees.

FOR THE DISTRICT:


Ruth G. Peshkoff
Employee Services Director
Human Resource Services Division

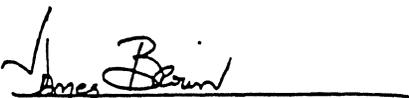

Ronald L. Ottinger
President, Board of Education
San Diego Unified School District

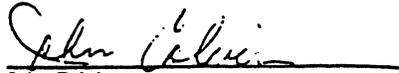
Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 11/1/95.

Cheryl Ward, Recording Secretary
Board of Education

RGP:ph

FOR THE ASSOCIATION:


Clark Doolen, President
California School Employees Association
Chapter 724


James Brown, Staff Representative
California School Employees Association


John Colvin
Vice-President, Landscaping
California School Employees Association
Chapter 724


Robert Furhman, Secretary
California School Employees Association
Chapter 724


Bernardo Gutierrez
Vice-President, Maintenance
California School Employees Association
Chapter 724

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN DIEGO UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

The San Diego Unified School District (the District) and California School Employees Association (CSEA) hereby agree that, seniority dates within the classified service for employees performing the work of the Operations-Support Services (OSS) unit, other than transportation services, shall be reviewed pursuant to this agreement and the attached guidelines.

DEFINITIONS

1. "Hire date" means the initial date that the worker was hired by the District in any capacity. If a worker is rehired after resignation, termination or retirement, "hire date" means the most recent hire date.
2. "Classification" means a group of positions with the same title performing similar duties within the classified service.
3. "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.
4. "Classification seniority" means current total length of service in the classification from the classification seniority date, plus all seniority in higher-paid classifications.
5. "District seniority" means current total length of service from the earliest classification seniority date in any classification.
6. These definitions prevail over any conflicting definitions in Article XVI of the collective bargaining agreement.

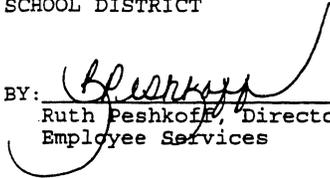
TERMS

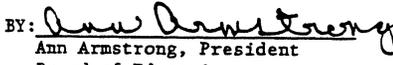
1. Each party shall appoint an equal number of representatives to a joint committee (the Committee) to implement this agreement. CSEA committee members shall be given reasonable paid released time for the work of the Committee.
2. The Committee shall identify all OSS classified workers currently employed by, on a leave of absence from, or on a reemployment list of the District who were employed by the District outside its classified service for any period of time after their hire dates.
3. The Committee shall identify the reason(s) each such classified worker was excluded from the classified service for any portion of their employment.
4. The Committee shall verify from District records whether each exclusion from the classified service falls within a statutory exemption from the classification requirement.
5. In every case where District records are inadequate to support a statutory exemption, the classification seniority date shall be changed to include the period of employment within the classified service.
6. The Committee shall also review the status of all workers who were never treated by the District as part of the classified service after April 16, 1991, but who were employed by the District for any period of time after April 16, 1991 to perform the same duties performed by classified workers in the OSS unit.
7. In every case where District records are inadequate to support a statutory exemption justifying the failure to assign a classification seniority date to a worker referenced in paragraph 6, above, an appropriate classification seniority date shall be assigned to include the period of employment within the classified service.
8. Once all changes to and additions of classification seniority dates have been made, all workers whose names appear on the revised seniority lists shall be notified and provided a ten (10)-day period after receipt of adequate notice to appeal the seniority determinations to the Committee.

9. After the Committee has responded to the appeals, the seniority lists as determined by the Committee following the appeals shall be presumed to be correct.
10. Classified workers in the OSS unit who have a classification seniority date corrected from a date after April 16, 1991 to an earlier date and workers assigned an initial classification seniority date pursuant to paragraphs 6 and 7, above, shall be paid for all wages, benefits and other emoluments of employment lost after April 16, 1991 as a result of their improper exclusion from the District's classified service.

This agreement is entered into on the 24th day of September, 1996.

THE SAN DIEGO UNIFIED
SCHOOL DISTRICT

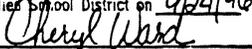
BY: 
Ruth Peshkoff, Director
Employee Services

BY: 
Ann Armstrong, President
Board of Education
San Diego Unified School District

CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION

BY: 
David Price
President, CSEA Chapter 724

BY: 
James Brown
CSEA Staff Representative

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 9/24/96

Cheryl Ward, Recording Secretary
Board of Education

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**GUIDELINES FOR THE REASSIGNMENT OF
SENIORITY DATES WITHIN THE CLASSIFIED SERVICE
(OSS Unit, Other Than Transportation)**

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

1. The work histories of all Operations-Support Services (OSS) employees, other than those employed solely in Transportation Services, will be studied. Included in the review are current supervisors and confidential employees with prior service in the OSS unit. Also included are all hourly employees who were never included in the bargaining unit after April 16, 1991 but were employed after that date to perform the same duties as bargaining unit employees.
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 memorandum of understanding dated 9/24/96, 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 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.

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.

APPENDIX A
BARGAINING UNIT COMPOSITION BY SALARY GRADE

CONSTRUCTION, MAINTENANCE, AND REPAIR

Salary Grade	Title	Salary Grade	Title
48.5	*Energy/Utility Program Coordinator	42	Steamfitter
48.5	*Planned Projects Program Coordinator	42	Time/Signal Technician
47.5	*Equipment/Safety Services Program Coordinator	41.5	Emergency Power Unit Technician
47.5	*Mobile/Preventive Maintenance Program Coordinator	41.5	Equipment Repair Technician II
47.5	*Repair Dispatch Program Coordinator	41.5	Gas Equipment Repair Specialist II
46	Lead Building Inspector	41.5	Lead Fire and Intrusion Equipment Repair Technician
45	Building Inspector II	41.5	Motor Equipment Repair Specialist II
45	Construction Crew Leader	41	Computer Repair Technician
45	Energy Management System Specialist	41	Grounds Maintenance Specialist
45	Irrigation Control System Specialist	41	Irrigation Systems Technician
45	Lead Electronic Equipment and Computer Repair Technician	40	Locksmith
45	Mechanical Systems Crew Leader	39.5	Equipment Repair Technician I
45	Planner/Estimator/Inspector	39.5	Gas Equipment Repair Specialist I
44	Building Inspector I	39.5	Motor Equipment Repair Specialist I
44	Lead Air Conditioning Technician	39	Asphalt Machine Operator
44	Lead Ironworker	39	Carpenter
44	Lead Mobile Maintenance Worker	39	Cement Mason
44	Lead Painter	39	Glazier
44	Lead Sheetmetal Worker	39	Heavy Equipment Operator
44	Lead Signal Technician	39	Lead Asbestos Abatement Worker
44	Lead Steamfitter	39	Painter
44	Maintenance Aide	39	Piano Technician
43.5	Lead Equipment Repair Technician	39	Roofer
43.5	Lead Motor Equipment Repair Specialist	38	Special Education Adaptive Equipment Specialist II
43	Asbestos Inspector	37.5	Building Maintenance Worker
43	Energy/Utility Inspector	37.5	Child Development Center Maintenance Worker
43	Lead Computer Repair Technician	37.5	Fire Equipment Service Technician
43	Lead Locksmith	37	Asbestos Abatement Worker
43	Senior Carpenter/Cabinetmaker	37	Fence Erector
42	Electrician	37	Recreation Equipment Maintenance Worker
42	Electronic Equipment Technician	36	Pesticide Technician
42	Ironworker	36	Skilled Trades Helper
42	Landscape Inspector	36	Special Education Adaptive Equipment Specialist I
42	Lead Glazier	35	Air Filter Service Worker
42	Maintenance Scheduler	35	Floor Covering Technician
42	Plasterer	34.5	Light Equipment Operator
42	Plumber	34	Equipment Repair Assistant
42	Refrigeration Mechanic	33.5	Laborer II
42	Roofing Inspector	32	Inventory and Equipment Assistant
42	Sheetmetal Worker	31.5	Laborer I
42	Sprinkler Systems Technician (terminal job class)		

APPENDIX A
BARGAINING UNIT COMPOSITION BY SALARY GRADE
(continued)

BUILDING SERVICES

Salary Grade	Title	Salary Grade	Title
38	Senior Building Services Supervisor/Special Schools	32	Custodian Crew Leader
35	Building Services Supervisor/Special Schools	31	Locker Room Attendant
34	Building Services Supervisor II	30	Custodian
33	Senior Custodian Crew Leader	30	Relief Custodian
32	Building Services Supervisor I	28	Children's Centers Attendant

WAREHOUSING AND TRANSPORTATION

43.5	Fleet Inspector and Training Specialist	35.5	Lead Delivery Services Driver
42.5	Lead Automotive Mechanic	34.5	Instructional Support Facility Assistant
41.5	Transportation Planner	34.5	Military Property Custodian
40.5	Automotive Mechanic	34.5	Senior Stock Clerk
40	Bus Scheduler	34.5	Truck Driver
39	Bus Driver Instructor	33.5	Delivery Services Driver
38	Auto Body Repair Technician	33.5	Maintenance Parts Clerk
38	Bus Dispatcher	33.5	Relief Truck Driver
38	Fleet Garage Parts Specialist	33	Inventory Clerk
38	Senior Maintenance Parts Clerk	32.5	Stock Clerk
37.5	Automotive Mechanic Helper	32	Automotive Service Worker
36.5	Lead Truck Driver		

GARDENING

38	Landscape Projects Coordinator	32	Landscape Technician II
36	Lead Landscape Technician	30	Landscape Technician I

FOOD SERVICES

36.5	Food Services Lead Truck Driver	27	Senior Food Service Worker
34.5	Food Services Truck Driver	26	Senior Food Service Site Leader
29	Senior Cook	26	Food Service Worker II
27	Cook	25.5	Food Service Site Leader
27	Pastry Cook	25	Food Service Worker I

SCHOOL BUS DRIVERS

36	School Bus Driver	37.5	Extraboard Bus Driver
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* Exempt job classes eligible for straight time overtime pay.

** Exempt job classes not eligible for overtime compensation.

APPENDIX A
BARGAINING UNIT COMPOSITION (ALPHABETICAL)

CONSTRUCTION, MAINTENANCE, AND REPAIR

Salary Grade	Title	Salary Grade	Title
35	Air Filter Service Worker	43.5	Lead Equipment Repair Technician
37	Asbestos Abatement Worker	41.5	Lead Fire and Intrusion Equipment Repair Technician
43	Asbestos Inspector	42	Lead Glazier
39	Asphalt Machine Operator	44	Lead Ironworker
44	Building Inspector I	43	Lead Locksmith
45	Building Inspector II	44	Lead Mobile Maintenance Worker
37.5	Building Maintenance Worker	43.5	Lead Motor Equipment Repair Specialist
39	Carpenter	44	Lead Painter
39	Cement Mason	44	Lead Sheetmetal Worker
37.5	Child Development Center Maintenance Worker	44	Lead Signal Technician
41	Computer Repair Technician	44	Lead Steamfitter
45	Construction Crew Leader	34.5	Light Equipment Operator
42	Electrician	40	Locksmith
42	Electronic Equipment Technician	44	Maintenance Aide
41.5	Emergency Power Unit Technician	42	Maintenance Scheduler
45	Energy Management System Specialist	45	Mechanical Systems Crew Leader
48.5	*Energy/Utility Program Coordinator	47.5	*Mobile/Preventive Maintenance Program Coordinator
43	Energy/Utility Inspector	39.5	Motor Equipment Repair Specialist I
34	Equipment Repair Assistant	41.5	Motor Equipment Repair Specialist II
39.5	Equipment Repair Technician I	39	Painter
41.5	Equipment Repair Technician II	36	Pesticide Technician
47.5	*Equipment/Safety Services Program Coordinator	39	Piano Technician
37	Fence Erector	48.5	*Planned Projects Program Coordinator
37.5	Fire Equipment Service Technician	45	Planner/Estimator/Inspector
35	Floor Covering Technician	42	Plasterer
39.5	Gas Equipment Repair Specialist I	42	Plumber
41.5	Gas Equipment Repair Specialist II	37	Recreation Equipment Maintenance Worker
39	Glazier	42	Refrigeration Mechanic
41	Grounds Maintenance Specialist	47.5	*Repair Dispatch Program Coordinator
39	Heavy Equipment Operator	39	Roofer
32	Inventory and Equipment Assistant	42	Roofing Inspector
42	Ironworker	43	Senior Carpenter/Cabinetmaker
45	Irrigation Control System Specialist	42	Sheetmetal Worker
41	Irrigation Systems Technician	36	Skilled Trades Helper
31.5	Laborer I	36	Special Education Adaptive Equipment Specialist I
33.5	Laborer II	38	Special Education Adaptive Equipment Specialist II
42	Landscape Inspector	42	Sprinkler Systems Technician (terminal job class)
44	Lead Air Conditioning Technician	42	Steamfitter
39	Lead Asbestos Abatement Worker	42	Time/Signal Technician
46	Lead Building Inspector		
43	Lead Computer Repair Technician		
45	Lead Electronic Equipment and Computer Repair Technician		

APPENDIX A
BARGAINING UNIT COMPOSITION (ALPHABETICAL)
(continued)

BUILDING SERVICES

Salary Grade	Title	Salary Grade	Title
32	Building Services Supervisor I	31	Locker Room Attendant
34	Building Services Supervisor II	30	Relief Custodian
35	Building Services Supervisor/Special Schools	38	Senior Building Services Supervisor/Special Schools
28	Children's Centers Attendant		
30	Custodian	33	Senior Custodian Crew Leader
32	Custodian Crew Leader		

WAREHOUSING AND TRANSPORTATION

38	Auto Body Repair Technician	42.5	Lead Automotive Mechanic
40.5	Automotive Mechanic	35.5	Lead Delivery Services Driver
37.5	Automotive Mechanic Helper	36.5	Lead Truck Driver
32	Automotive Service Worker	33.5	Maintenance Parts Clerk
38	Bus Dispatcher	34.5	Military Property Custodian
39	Bus Driver Instructor	33.5	Relief Truck Driver
40	Bus Scheduler	38	Senior Maintenance Parts Clerk
33.5	Delivery Services Driver	34.5	Senior Stock Clerk
38	Fleet Garage Parts Specialist	32.5	Stock Clerk
43.5	Fleet Inspector and Training Specialist	41.5	Transportation Planner
34.5	Instructional Support Facility Assistant	34.5	Truck Driver
33	Inventory Clerk		

GARDENING

38	Landscape Projects Coordinator	30	Landscape Technician I
32	Landscape Technician II	36	Lead Landscape Technician

FOOD SERVICES

27	Cook	34.5	Food Services Truck Driver
25.5	Food Service Site Leader	27	Pastry Cook
25	Food Service Worker I	29	Senior Cook
26	Food Service Worker II	26	Senior Food Service Site Leader
36.5	Food Services Lead Truck Driver	27	Senior Food Service Worker

SCHOOL BUS DRIVERS

37.5	Extraboard Bus Driver	36	School Bus Driver
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* Exempt job classes eligible for straight time overtime pay.

** Exempt job classes not eligible for overtime compensation.

APPENDIX B1 - SALARY SCHEDULE
 All Bargaining Unit Members Except School Bus Drivers and Extraboard Bus Drivers

Effective July 1, 1999 (Includes 2.62% salary increase)
MONTHLY SALARY RATES

Salary Grade	STEP					Salary Grade
	A	B	C	D	E	
23	\$1,297.82	\$1,363.02	\$1,431.92	\$1,503.25	\$1,578.30	23
23.5	1,331.03	1,397.46	1,467.60	1,540.16	1,617.66	23.5
24	1,363.02	1,431.92	1,503.25	1,578.30	1,657.03	24
24.5	1,397.46	1,467.60	1,540.16	1,617.66	1,698.87	24.5
25	1,431.92	1,503.25	1,578.30	1,657.03	1,740.67	25
25.5	1,467.60	1,540.16	1,617.66	1,698.87	1,783.75	25.5
26	1,503.25	1,578.30	1,657.03	1,740.67	1,828.03	26
26.5	1,540.16	1,617.66	1,698.87	1,783.75	1,873.54	26.5
27	1,578.30	1,657.03	1,740.67	1,828.03	1,919.06	27
27.5	1,617.66	1,698.87	1,783.75	1,873.54	1,967.03	27.5
28	1,657.03	1,740.67	1,828.03	1,919.06	2,015.02	28
28.5	1,698.87	1,783.75	1,873.54	1,967.03	2,065.45	28.5
29	1,740.67	1,828.03	1,919.06	2,015.02	2,115.89	29
29.5	1,783.75	1,873.54	1,967.03	2,065.45	2,168.77	29.5
30	1,828.03	1,919.06	2,015.02	2,115.89	2,221.67	30
30.5	1,873.54	1,967.03	2,065.45	2,168.77	2,277.04	30.5
31	1,919.06	2,015.02	2,115.89	2,221.67	2,332.39	31
31.5	1,967.03	2,065.45	2,168.77	2,277.04	2,391.45	31.5
32	2,015.02	2,115.89	2,221.67	2,332.39	2,449.27	32
32.5	2,065.45	2,168.77	2,277.04	2,391.45	2,510.77	32.5
33	2,115.89	2,221.67	2,332.39	2,449.27	2,572.27	33
33.5	2,168.77	2,277.04	2,391.45	2,510.77	2,636.24	33.5
34	2,221.67	2,332.39	2,449.27	2,572.27	2,700.21	34
34.5	2,277.04	2,391.45	2,510.77	2,636.24	2,767.89	34.5
35	2,332.39	2,449.27	2,572.27	2,700.21	2,835.54	35
35.5	2,391.45	2,510.77	2,636.24	2,767.89	2,906.88	35.5
36	2,449.27	2,572.27	2,700.21	2,835.54	2,977.00	36
36.5	2,510.77	2,636.24	2,767.89	2,906.88	3,052.06	36.5
37	2,572.27	2,700.21	2,835.54	2,977.00	3,127.08	37
37.5	2,636.24	2,767.89	2,906.88	3,052.06	3,204.59	37.5
38	2,700.21	2,835.54	2,977.00	3,127.08	3,283.33	38
38.5	2,767.89	2,906.88	3,052.06	3,204.59	3,364.50	38.5
39	2,835.54	2,977.00	3,127.08	3,283.33	3,446.92	39
39.5	2,906.88	3,052.06	3,204.59	3,364.50	3,533.03	39.5

MONTHLY SALARY RATES
 (Continued)

Salary Grade	STEP					Salary Grade
	A	B	C	D	E	
40	\$2,977.00	\$3,127.08	\$3,283.33	\$3,446.92	\$3,619.14	40
40.5	3,052.06	3,204.59	3,364.50	3,533.03	3,708.94	40.5
41	3,127.08	3,283.33	3,446.92	3,619.14	3,799.98	41
41.5	3,204.59	3,364.50	3,533.03	3,708.94	3,894.71	41.5
42	3,283.33	3,446.92	3,619.14	3,799.98	3,989.43	42
42.5	3,364.50	3,533.03	3,708.94	3,894.71	4,089.07	42.5
43	3,446.92	3,619.14	3,799.98	3,989.43	4,188.72	43
43.5	3,533.03	3,708.94	3,894.71	4,089.07	4,293.29	43.5
44	3,619.14	3,799.98	3,989.43	4,188.72	4,397.85	44
44.5	3,708.94	3,894.71	4,089.07	4,293.29	4,508.55	44.5
45	3,799.98	3,989.43	4,188.72	4,397.85	4,618.06	45
45.5	3,894.71	4,089.07	4,293.29	4,508.55	4,733.68	45.5
46	3,989.43	4,188.72	4,397.85	4,618.06	4,849.31	46
46.5	4,089.07	4,293.29	4,508.55	4,733.68	4,969.88	46.5
47	4,188.72	4,397.85	4,618.06	4,849.31	5,090.42	47
47.5	4,293.29	4,508.55	4,733.68	4,969.88	5,218.36	47.5
48	4,397.85	4,618.06	4,849.31	5,090.42	5,345.07	48
48.5	4,508.55	4,733.68	4,969.88	5,218.36	5,479.16	48.5
49	4,618.06	4,849.31	5,090.42	5,345.07	5,613.23	49
49.5	4,733.68	4,969.88	5,218.36	5,479.16	5,753.48	49.5
50	4,849.31	5,090.42	5,345.07	5,613.23	5,893.72	50
50.5	4,969.88	5,218.36	5,479.16	5,753.48	6,041.33	50.5
51	5,090.42	5,345.07	5,613.23	5,893.72	6,188.95	51
51.5	5,218.36	5,479.16	5,753.48	6,041.33	6,343.96	51.5
52	5,345.07	5,613.23	5,893.72	6,188.95	6,497.72	52
52.5	5,479.16	5,753.48	6,041.33	6,343.96	6,660.09	52.5
53	5,613.23	5,893.72	6,188.95	6,497.72	6,822.50	53

Effective July 1, 1999 (Includes 2.62% salary increase)

HOURLY SALARY RATES

Salary Grade	STEP					Salary Grade
	A	B	C	D	E	
23	\$7.49	\$7.86	\$8.26	\$8.67	\$9.11	23
23.5	7.68	8.06	8.47	8.89	9.33	23.5
24	7.86	8.26	8.67	9.11	9.56	24
24.5	8.06	8.47	8.89	9.33	9.80	24.5
25	8.26	8.67	9.11	9.56	10.04	25
25.5	8.47	8.89	9.33	9.80	10.29	25.5
26	8.67	9.11	9.56	10.04	10.55	26
26.5	8.89	9.33	9.80	10.29	10.81	26.5
27	9.11	9.56	10.04	10.55	11.07	27
27.5	9.33	9.80	10.29	10.81	11.35	27.5
28	9.56	10.04	10.55	11.07	11.63	28
28.5	9.80	10.29	10.81	11.35	11.92	28.5
29	10.04	10.55	11.07	11.63	12.21	29
29.5	10.29	10.81	11.35	11.92	12.51	29.5
30	10.55	11.07	11.63	12.21	12.82	30
30.5	10.81	11.35	11.92	12.51	13.14	30.5
31	11.07	11.63	12.21	12.82	13.46	31
31.5	11.35	11.92	12.51	13.14	13.80	31.5
32	11.63	12.21	12.82	13.46	14.13	32
32.5	11.92	12.51	13.14	13.80	14.49	32.5
33	12.21	12.82	13.46	14.13	14.84	33
33.5	12.51	13.14	13.80	14.49	15.21	33.5
34	12.82	13.46	14.13	14.84	15.58	34
34.5	13.14	13.80	14.49	15.21	15.97	34.5
35	13.46	14.13	14.84	15.58	16.36	35
35.5	13.80	14.49	15.21	15.97	16.77	35.5
36	14.13	14.84	15.58	16.36	17.18	36
36.5	14.49	15.21	15.97	16.77	17.61	36.5
37	14.84	15.58	16.36	17.18	18.04	37
37.5	15.21	15.97	16.77	17.61	18.49	37.5
38	15.58	16.36	17.18	18.04	18.94	38
38.5	15.97	16.77	17.61	18.49	19.41	38.5
39	16.36	17.18	18.04	18.94	19.89	39
39.5	16.77	17.61	18.49	19.41	20.38	39.5

HOURLY SALARY RATES

(Continued)

Salary Grade	STEP					Salary Grade
	A	B	C	D	E	
40	\$17.18	\$18.04	\$18.94	\$19.89	\$20.88	40
40.5	17.61	18.49	19.41	20.38	21.40	40.5
41	18.04	18.94	19.89	20.88	21.92	41
41.5	18.49	19.41	20.38	21.40	22.47	41.5
42	18.94	19.89	20.88	21.92	23.02	42
42.5	19.41	20.38	21.40	22.47	23.59	42.5
43	19.89	20.88	21.92	23.02	24.17	43
43.5	20.38	21.40	22.47	23.59	24.77	43.5
44	20.88	21.92	23.02	24.17	25.37	44
44.5	21.40	22.47	23.59	24.77	26.01	44.5
45	21.92	23.02	24.17	25.37	26.64	45
45.5	22.47	23.59	24.77	26.01	27.31	45.5
46	23.02	24.17	25.37	26.64	27.98	46
46.5	23.59	24.77	26.01	27.31	28.67	46.5
47	24.17	25.37	26.64	27.98	29.37	47
47.5	24.77	26.01	27.31	28.67	30.11	47.5
48	25.37	26.64	27.98	29.37	30.84	48
48.5	26.01	27.31	28.67	30.11	31.61	48.5
49	26.64	27.98	29.37	30.84	32.38	49
49.5	27.31	28.67	30.11	31.61	33.19	49.5
50	27.98	29.37	30.84	32.38	34.00	50
50.5	28.67	30.11	31.61	33.19	34.85	50.5
51	29.37	30.84	32.38	34.00	35.71	51
51.5	30.11	31.61	33.19	34.85	36.60	51.5
52	30.84	32.38	34.00	35.71	37.49	52
52.5	31.61	33.19	34.85	36.60	38.42	52.5
53	32.38	34.00	35.71	37.49	39.36	53

APPENDIX B2 - SALARY SCHEDULE
School Bus Drivers and Extraboard Bus Drivers

Effective July 1, 1999
(Includes 2.62% salary increase)
MONTHLY SALARY RATES

<u>STEP</u>	<u>School Bus Driver</u>	<u>School Bus Driver Inclusive of Split Shift Differential</u>	<u>Extraboard Bus Driver</u>	<u>STEP</u>
A	\$1,698.87	\$1,783.75	\$1,828.03	A
B	1,740.67	1,828.03	1,873.54	B
C	1,805.90	1,896.30	1,943.05	C
D	1,873.54	1,967.03	2,015.02	D
E	1,943.05	2,040.23	2,090.68	E
F	2,015.02	2,115.89	2,168.77	F
G	2,091.89	2,196.47	2,250.58	G
H	2,168.77	2,277.04	2,332.39	H
I	2,250.58	2,363.15	2,421.59	I
J	2,332.39	2,449.27	2,510.77	J
K	2,449.27	2,572.27	2,636.24	K
L	2,572.27	2,700.21	2,767.89	L
M	2,700.21	2,835.54	2,906.88	M
N	2,835.54	2,977.00	3,052.06	N
O	2,977.00	3,127.08	3,204.59	O

Position classes compensated on this salary schedule:

Extraboard Bus Driver
School Bus Driver

Effective July 1, 1999
(Includes 2.62% salary increase)
HOURLY SALARY RATES

<u>STEP</u>	<u>School Bus Driver</u>	<u>School Bus Driver Inclusive of Split Shift Differential</u>	<u>Extraboard Bus Driver</u>	<u>STEP</u>
A	\$9.80	\$10.29	\$10.55	A
B	10.04	10.55	10.81	B
C	10.42	10.94	11.21	C
D	10.81	11.35	11.63	D
E	11.21	11.77	12.06	E
F	11.63	12.21	12.51	F
G	12.07	12.67	12.98	G
H	12.51	13.14	13.46	H
I	12.98	13.63	13.97	I
J	13.46	14.13	14.49	J
K	14.13	14.84	15.21	K
L	14.84	15.58	15.97	L
M	15.58	16.36	16.77	M
N	16.36	17.18	17.61	N
O	17.18	18.04	18.49	O

APPENDIX C
ORGANIZATIONAL UNITS ENTITLED TO OFFICIAL REPRESENTATIVES

Reference: Article III: EMPLOYEE ORGANIZATION RIGHTS

The Association will be allowed official association steward(s) for each organizational unit listed below:

1. Each elementary school - 1 steward
2. Each secondary school - 2 stewards
3. Plant Maintenance - 3 stewards
4. Stores Receiving/Storage/Distribution - 2 stewards
5. Instructional Media/Supply Center - 1 steward
6. Cafeteria Truck Drivers - 1 steward
7. Education Center - 1 steward
8. Child Development Centers and Preschool Program - 1 steward
9. Pupil Transportation - 3 stewards

The Association's Chapter President, **Vice Presidents**, and two (2) Chief Stewards will also serve as official Association Stewards.