

#830 797

COLLECTIVE BARGAINING CONTRACT

BETWEEN

**San Juan Unified School District
P.O. Box 477 - 3738 Walnut Avenue
Carmichael, California 95609-0477**

and

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER # 127
8217 Auburn Boulevard
Citrus Heights, California 95610**

(General Unit)

November 15, 2001 - November 15, 2004

68 pages

COLLECTIVE BARGAINING CONTRACT

November 15, 2001 - November 15, 2004

GENERAL UNIT

SAN JUAN UNIFIED SCHOOL DISTRICT

3738 Walnut Avenue, P.O. Box 477
Carmichael, California 95609-0477

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Paul Disario, Associate Superintendent, Business Services
Dianna Garcia, Assistant Superintendent, Human Resources

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Chapter #127
8217 Auburn Boulevard
Citrus Heights, California 95610

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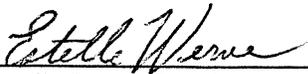
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COLLECTIVE BARGAINING CONTRACT
November 16, 2001 through November 15, 2004

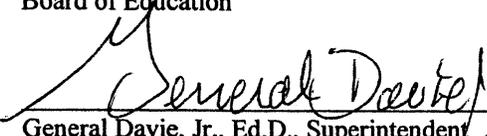
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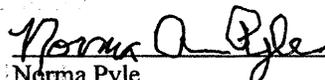
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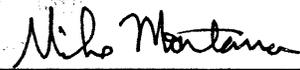

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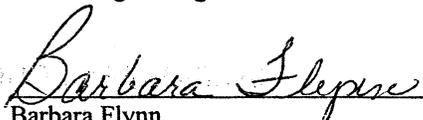

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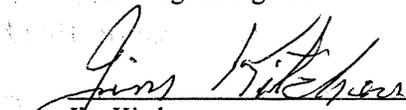

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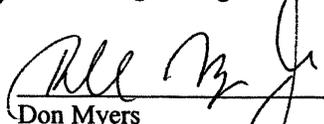

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ARTICLE I

I. RECOGNITION

1.1 Acknowledgment

1.1.1 The San Juan Unified School District (hereinafter District) hereby acknowledges that the San Juan Classified Employees Union, #127 (hereinafter Association) is the exclusive bargaining representative for all classified employees holding those positions described in Appendix "A-1" attached hereto, and incorporated by reference as a part of this Agreement. These employees include regular employees who are probationary or permanent employees performing in regular assignments.

Unless otherwise specified, the term "member" as used throughout this Agreement shall consist of regular employees in the General Unit.

1.1.2 Any modifications which may result in expansion or contraction of these positions included in the bargaining unit as described in Appendix "A-1" are subject to the rules of PERB.

1.1.3 Disputed cases shall be submitted to the PERB for resolution.

1.1.4 To the extent that any agreement arrived at through "meet and negotiate" is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

1.2 Term

1.2.1 This contract shall remain in full force and effect from November 16, 2001 and expiring November 15, 2004, except as otherwise expressly provided.

1.2.2 No later than the last Board meeting in June of each year of the contract, the San Juan Classified Employees Union, #127, agrees to present its proposals to the Board of Education for a successor contract or for any reopeners. No later than eight weeks after the presentation of the Association's initial proposal, the District shall respond with its initial proposal and thereafter negotiations shall begin within twenty (20) workdays.

1.2.3 This agreement contains the agreement of the parties as to all existing matters. By mutual consent of both parties which shall be set forth in writing, any provisions of this Agreement may be renegotiated at any time. Modifications to this Agreement arising from such negotiations shall become part of this contract.

1.2.4 The parties agree to reopen negotiations on the following articles in 2002-03 as provided by and in accordance with Sections 1.2.1 and 1.2.2 above.

1.2.4.1 Article 6 - Salaries

1.2.4.2 Each party may also reopen any two (2) other articles

1.2.5 The parties agree to reopen negotiations on the following articles in 2003-04 as provided by and in accordance with Sections 1.2.1 and 1.2.2 above.

1.1.5.1 Article 6 - Salaries

1.2.5.2 Article 7 - Fringe Benefits

1.2.5.3 Each party may also reopen any two (2) other articles

ARTICLE II

2. CHECK OFF AND ORGANIZATIONAL SECURITY

2.1 Membership

Unit members who are members of CSEA during the term of this agreement shall maintain their membership for the term of this agreement.

2.2 Dues

The Association shall have the sole and exclusive right to have membership dues deducted for employees in the General Unit.

2.3 Agency Fees

2.3.1. Each new and rehired employee is required to, either:

- (a) Be a member of the union (CSEA), or
- (b) Satisfy the agency fee financial obligation as set forth in Section 2.3.2 below, or
- (c) Qualify for religious exemption as set forth in Section 2.3.3 below.

2.3.2 Unless the employee has (a) voluntarily submitted to the district an effective dues deduction request, (b) individually made direct financial arrangements satisfactory to CSEA as evidenced by notice of same by CSEA to the district, or (c) qualified for religious exemption as provided in Section 2.3.3 below within ten (10) days following the first day of assigned work, the District shall process a mandatory agency fee deduction in the appropriate amount. The amount of the agency fee shall be determined by the union subject to applicable law.

2.3.3 Any employee who is a member of a religious body whose traditional tenants or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the union except that such member shall pay, in lieu of the agency fee, an amount equal to the agency fee to a non-religious, non-labor charitable organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code.

2.3.4 Individuals selecting either direct financial arrangements with CSEA or claiming a religious exemption shall make such payments within 30 days following the first date of employment. Subsequent years such payments or proof of payment shall be made by September 30 of each year.

2.3.5 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group or religious body, whose traditional tenants, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall be made

on an annual basis to the exception from the provisions of 2.3.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom the in-lieu-payment of service fee has been paid.

2.4 Dues Deduction

Dues deductions shall become effective in the month in which the employee is employed.

2.5 Hold Harmless and Indemnity

The union agrees to pay the district all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of the agency fee provisions of this agreement or their implementation. The union agrees to pay any damage judgment rendered against the district as a result of these provisions contained in this Article or the district's implementation thereof.

ARTICLE III

3. EMPLOYEE RIGHTS

3.1 Personnel Files

- (a) Materials in personnel files of members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the member involved.
 - (b) Such material is not to include ratings, reports, or records which were obtained prior to the employment of the member involved or in connection with a promotional examination.
 - (c) Every member shall have the right to inspect such materials upon request, provided that the inspection is made at a time when the member is not actually required to render services to the District.
 - (d) Information of a derogatory nature shall not be entered or filed unless and until the member is given notice and an opportunity to review and comment thereon. The member shall be given an opportunity during normal work hours and without loss of pay to initial and date the material. A member shall have the right to enter, and have attached to any such derogatory statements, his/her own comments thereon.
 - (e) Upon request from a bargaining unit member or CSEA (on behalf of a member), derogatory materials may be sealed in the personnel file at the discretion of the personnel director and made inaccessible to any district employee provided the materials were entered into a member's personnel file more than two years prior to the request. However, the personnel director may unseal the derogatory materials if the materials may be related to any employee discipline or litigation/claim/charge/complaint against the district. If, in the opinion of the personnel director the materials are related, the district retains the right to use the materials in discipline cases, or to respond to claims/charges/complaints or to defend itself.
 - (f) A member who has had information of a derogatory nature placed in his/her file may, after one year, request a special evaluation. Such an evaluation shall be attached to the material in question.
 - (g) Any person who places written material or drafts written material for placement in a member's file shall sign the material and signify the date on which such material was drafted. Any written material placed in a personnel file shall indicate the date of such placement.
 - (h) Upon written authorization by the member, a representative of the Association shall be permitted to examine and obtain copies of the materials in such member's file.
- Members' personnel files shall be treated as confidential.

3.2 Evaluation

3.2.1 Employees in Probationary Status

- (a) Employees in probationary status shall receive a written performance evaluation by the end of the fifth and eleventh month of initial employment on the District probationary evaluation form.
- (b) Unscheduled written probationary evaluations may be submitted by a member's supervisor provided that the affected member verifies by signature, or it is otherwise certified, that he/she has reviewed the evaluation, received a copy, and has been given an opportunity to respond.
- (c) Employees in probationary status may request a review of below standard rating by the supervisory level immediately above the rating supervisor.

3.2.2 Regular Employees in Permanent Status

- (a) Employees shall receive a written performance evaluation at least every two years between January 1 and May 1. The evaluation will be discussed between the rating supervisor and the member prior to the member's signing a verification of the evaluation.
- (b) Unscheduled written evaluations may be submitted by a member's supervisor provided that the affected member verifies by signature, or it is otherwise certified, that he/she has reviewed the evaluation, received a copy and has had an opportunity to respond.
- (c) Employees may request a review of below standard ratings by the supervisory or managerial level immediately above the rating supervisor.

3.2.3 General

- (a) Evaluation reflecting below standard performance shall not be placed in the member's personnel file without verification by the initiating supervisor that the member has reviewed the evaluation and been provided an opportunity to respond verbally or in writing.
- (b) Evaluation factors reflecting "needs improvement" or "not satisfactory" performance shall include specific statements of deficiencies noted and specific recommendations for improvement.
- (c) Below standard performance may apply to any specific evaluation category or to the member's overall job performance.
- (d) No evaluation shall be based upon verbal statements, unless the accuracy

of the statement is verified by the rater.

- (e) Any written response to a below standard performance evaluation by the member will be attached to the member's evaluation before being placed in the member's personnel file.

3.3 The District and Association have created job specific evaluation forms for all classifications of custodial employee, food services employees and Instructional Assistants. The parties agree to continue to create job specific evaluations for all classifications in the following classes:

Clerical/Technical employees
Maintenance and Operations employees, and
Technology Services employees

3.3.1 An Evaluation Committee shall be established to develop rules and procedures for creating job specific evaluations for these remaining classifications of employees and to then create such job specific evaluations. The committee shall base the evaluations on job duties that existed as of July 1, 1999 rather than the job duties that may exist at the time the committee creates the new job specific evaluation for any remaining class of employees. The committee shall examine the core functions of each class of employees.

3.3.2 The Evaluation Committee shall create job specific evaluations for the Clerical/Technical class of employees by no later than June 30, 2003. The Evaluation Committee shall create job specific evaluations for the Maintenance and Operations class of employees by no later than June 30, 2004. The Evaluation Committee shall begin the work to create job specific evaluations for the Technology Services class of employees beginning July 1, 2004.

- Language developed from table notes June 22, 2001 (page 1)

ARTICLE IV

4. GRIEVANCE PROCEDURE

- 4.1 Definitions: The following definitions control the meaning of the terms used in this procedure.
- 4.1.1 A grievance is a complaint by one or more members that the member(s) has (have) been adversely affected by a violation or misapplication of a specific provision of this agreement arising during the term of this agreement.
- 4.1.2 "Grievant" is a bargaining unit member or the Association.
- 4.1.3 "Immediate Supervisor" means the person at the lowest supervisory level outside the bargaining unit who is responsible for directing or evaluating the member(s).
- 4.1.4 "Party" means the grievant, grievant's representative, Association or the District.
- 4.1.5 "Workday" for purposes of establishing time limits for grievance processing under this article, means a day when the administrative offices of the District are open for business.
- 4.2 Time Limits. Each party involved in a grievance shall act quickly so that the grievance may be solved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.
- 4.3 Presentation. The grievant may present a grievance while on duty. No more than five (5) members may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. The Association's chief grievance officer shall be exempt from the five (5) member limitation.
- 4.4 Representation
- 4.4.1 The grievant may be represented by a representative of the Association at any step of the grievance procedure.
- 4.4.2 If the grievant at the initial presentation of a grievance is represented by the Association and subsequently elects to waive his/her right to Association representation, the grievant shall give twenty-four (24) hours written notice of such change to the person designated to hear the grievance at that step, and to the Association.

- 4.4.3 A member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. Where a grievance is resolved at any step under this Article and the Association is not a representative of the grievant, such notification of resolution shall be presented to the Association prior to any implementation of the resolution. If the Association does not notify the District of its disagreement of the resolution within ten (10) workdays, it shall be implemented.
- 4.5 Grievance Records. All records concerning the member's grievance shall be kept in a file separate from the member's personnel file which shall be available for inspection only by the member, the member's designated representative and management.
- 4.6 Group Grievances. If the grievance involves members with different immediate supervisors, the grievance should be filed at Step II, but may be filed at Step III. Copies of the grievance initially filed at Step III shall be given to the immediate supervisors involved in the grievance. If the grievance involves alleged District-wide violation of this Agreement, the grievance may be submitted by the members of the Association at Step IV.
- 4.7 Abandonment of Grievance. The grievant or his/her representative's failure to pursue the grievance within the time limits set forth in this grievance procedure unless specifically waived in writing shall be deemed a conclusive abandonment of the grievance.
- 4.8 Procedure
- 4.8.1 Step I - Informal
- (a) Any member who believes there is a grievance shall present the grievance orally to the grievant's immediate supervisor within twenty (20) workdays after the grievant(s) knows, or should have known, of the circumstances which form the basis for the grievance. The supervisor shall render an oral decision within ten (10) workdays from the presentation of the grievance.
- 4.8.2 A grievant may go directly to Step II.
- 4.8.3 Step II - Formal
- (a) If the decision rendered at Step I is not satisfactory to the grievant(s), a formal grievance may be initiated by the grievant(s) or his/her representative.
- (b) A formal grievance must be submitted in writing to the immediate supervisor within ten (10) workdays following the decision rendered at Step I.

- (c) A grievance initially entered at Step II must be submitted in writing within twenty (20) workdays after the grievant(s) knows, or should have known, of the circumstances which form the basis of the grievance.
- (d) A formal grievance shall be submitted on a form prescribed by the District and approved by the Association.
- (e) Upon request by either party, a conference shall be conducted for the purpose of reviewing the grievance.
- (f) Within ten (10) workdays after submission of the grievance, or within ten (10) workdays after a conference is conducted, the immediate supervisor shall give the grievant(s) a written response to the grievance. The supervisor's response will include a statement of the supervisor's position. A copy of the written response to the grievance shall be sent to the Association.
- (g) Such member may go directly to Step III from Step I provided he/she has completed the requirements in Step I. The member must specify to his/her immediate supervisor during the oral presentation that the purpose of the meeting is to comply with the grievance procedures of Step I. Such Step II grievance must be submitted in writing within ten (10) workdays following the decision rendered at Step I.

4.8.4 Step III - Director/Administrator

- (a) If the grievant is not satisfied with the decision rendered at Step II, or if the supervisor fails to respond within the time limits provided pursuant to Step II, the grievant or his/her representative may submit the grievance in writing to the appropriate Director/Administrator.
- (b) The written grievance shall be submitted on a form prescribed by the District and approved by the Association.
- (c) The grievance must be submitted within ten (10) workdays following the decision at Step II, or ten (10) workdays following the supervisor's failure to respond within the prescribed time limits.
- (d) Upon request by either party, a conference shall be conducted for the purpose of reviewing the grievance.
- (e) The Director/Administrator shall respond within ten (10) workdays following submission of the grievance at Step III or, if a Step III conference is conducted, within ten (10) workdays from the conference. A copy of the written response to the grievance shall be sent to the grievant and his/her representative.
- (f) The Director/Administrator shall respond within ten (10) workdays following submission of the grievance at Step III, and that response shall include the Director's/Administrator's view of the facts and his/her

conclusion respecting the contention of the grievant on appeal. A copy of the written response to the grievance shall be sent to the Association.

4.8.5 Step IV - Superintendent

- (a) If the grievant is not satisfied with the decision rendered at Step III, or if the Director/Administrator fails to respond within the time limits provided pursuant to Step III, the grievant or his/her representative may submit the grievance in writing to the Superintendent or his/her designee.
- (b) The written grievance shall be submitted on a form prescribed by the District and approved by the Association.
- (c) The grievance must be submitted within ten (10) workdays following the decision at Step III, or ten (10) workdays following the Director's/Administrator's failure to respond within prescribed time limits.
- (d) The Superintendent or his/her designee shall investigate the grievance as fully as deemed necessary. Upon request by either party, a conference shall be conducted for the purpose of reviewing the grievance.
- (e) The Superintendent or his/her designee shall respond within ten (10) workdays of submission of the grievance at Step IV or if a Step IV conference is conducted within ten (10) workdays of the conference. That response shall state the Superintendent's view of the facts and his/her conclusion respecting the contention of the grievant on appeal. A copy of the written response to the grievance shall be sent to the grievant and his/her representative.

4.8.6 Step V - Arbitration

- (a) If the grievant is not satisfied with the Superintendent's or his/her designee's response at Step IV, or if the response is not submitted within agreed time limits, the grievant may, within ten (10) workdays of receipt of the Superintendent's decision or his/her failure to respond within agreed time limits, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent or his/her designee within ten (10) workdays after receipt of the request from the grievant, may submit the grievance to arbitration.
- (b) The arbitrator shall have no power to add to, or delete, or amend the terms of this agreement.
- (c) An arbitrator shall be selected by mutual agreement. If the parties are unable to agree on an arbitrator, the following procedure will be used: A representative of the grievant and the Board's representative shall select an arbitrator from the California State Conciliation Services' list of five (5) names by eliminating names until one (1) name remains. The first option of elimination shall be determined by lot. The one remaining

name shall be the arbitrator. The process of striking names shall occur within ten (10) work days of receipt of the list by both parties.

(d) The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding upon the parties to this contract.

(e) The fees of the arbitrator and related costs shall be borne by the District and the Association equally.

4.9 Association Grievance. The Association may file a grievance on its own behalf or on behalf of a unit member(s). The Association agrees to provide sufficient information to allow the District to investigate and respond to the grievance. If the alleged violation is not caused by a site-level decision, the grievance may be filed at Step III.

ARTICLE V

5. HOURS AND OVERTIME

5.1 Workweek

5.1.1 The workweek of a member having an average workday of four (4) hours or more shall consist of no more than forty (40) hours over five (5) consecutive workdays.

(a) With the employee's approval, the district may establish an alternative work week which shall not exceed 80 hours over a two calendar week period.

5.1.2 The workweek of a member having an average workday of less than four (4) hours shall consist of no more than forty (40) hours over a maximum period of six (6) consecutive days.

5.1.3 The District may establish a workweek of less than five (5) days or less than forty (40) hours for any of its positions.

5.1.4 This Article must not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in section 5.10.

5.2 Workday

The workday shall be a maximum of eight (8) hours [except as identified in Section 5.1.1(a)] and a minimum of four (4) hours except that members in the classifications listed below may be assigned a workday of less than four (4) hours over a maximum of five (5) consecutive days:

- Instructional Assistant I
- Instructional Assistant - Vocational Education
- Instructional Assistant II
- Instructional Assistant - Physically Handicapped
- Instructional Assistant - Aurally Exceptional Program
- Instructional Assistant - Indian Program
- Instructional Assistant - Computer Lab - Those members assigned after 12/5/95.
- Campus Monitor
- Intermediate Clerk Typist (School sites only and only those assigned after December 12, 1989)
- Senior Clerk Typist (Adult Education Only)
- Senior Records & Report Clerk (Adult Education Only)
- Career Guidance Technician
- Interpreter - Aurally Exceptional Program
- Clerk (School sites only)
- Child Development Assistant
- Home/School Child Development Assistant
- Media Center Technician - Those members assigned after 12/5/95.
- Technology Liaison I

5.2.1 Shifts

- (a) It is the intent of this section, as far as possible, to allow employees to work the shifts they were hired to work.
- (b) The District will seek voluntary reassignments before reassigning employees to a different shift. If an insufficient number of employees volunteer, the reassignment will be accomplished in reverse seniority order. Except in emergency situations, employees subject to an involuntary reassignment will be given five workdays advance written notice.
- (c) Shift changes shall be based on District need, and not for punitive reasons.

5.3 Voluntary Reduction in Assigned Time. Members' assigned hours may be reduced by mutual agreement of the member and the District. Upon notification of a proposed reduction in assigned time, the member shall be informed of his/her rights under this section by way of a form developed by the District and approved by the Association. No action shall be required of the member for two (2) workdays following this notification.

5.4 Adjustment of Assigned Time. Any member who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive work days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

5.5 Increase in Hours. When the regular work hours of a part-time position are increased, the incumbent in the position shall be offered the opportunity to remain in the position and accept the increased hours in the position. If the incumbent refuses to accept the increased hours, he/she shall be transferred to another position offering the same status of his/her present assignment. If through this method a transfer can be effected that is mutually acceptable to another qualified member in the same classification, it shall be accomplished. If the District is unable to effect a mutually acceptable transfer through this method, the member refusing the increase in hours shall be placed on a re-employment list and the position shall be declared vacant.

5.6 Salary Adjustment Reassignment. Members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board unless the duties reasonably relate to those fixed for the position by the board for any period of time which exceeds five (5) workdays within a fifteen (15) calendar day period except as authorized herein.

5.6.1 An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) workdays provided that his/her salary is adjusted upward for the entire period he/she is directed to work in an assignment requiring a higher rate of pay.

5.6.2 Upon verification by the Classified Human Resources Department, the employee's salary will be adjusted upward for the entire period required to work out of class in an amount equal to the first step of the higher salary range or in an amount which provides an increase of one (1) step above the employee's present salary range, whichever is greater.

5.6.2.1 If the Classified Human Resources Department determines that a member was working in a higher classification not included in the unit, his/her salary will be adjusted upwards by ten percent (10%) for the period during which the member has worked out of his/her regular assignment.

5.7 Meal Periods. Members assigned a regular workday of five (5) or more consecutive hours shall be allowed a duty-free meal period of not less than thirty (30) minutes, and not more than one (1) hour, preferably at the midpoint of the work shift. If, because of work necessity, a member is directed to remain at his/her work station during the meal period, it shall be considered "on duty" and counted as time worked.

5.8 Rest Periods. All members shall be granted rest periods which, insofar as practical, shall be in the middle of each four (4) hour work period, at the rate of fifteen (15) minutes for four (4) hours worked. The immediate supervisor shall determine when the rest period shall be taken.

5.9 Voting Time Off. If a member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the member is entitled to vote, the District shall arrange to allow a maximum of two (2) hours for such voting by the member, without loss of pay.

5.10 Overtime

5.10.1 Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day or eight (8) hours on any one (1) shift or in excess of forty (40) hours in any calendar week [except as identified in Section 5.1.1(a)]. Additionally, a member regularly assigned a workday of four (4) or more hours per day shall be compensated for the overtime worked at the overtime rate for all work performed on the sixth (6th) or seventh (7th) day following commencement of his/her workweek. Members assigned a workday of less than four (4) hours per day shall be compensated at the overtime rate for all work performed on the seventh (7th) day worked following commencement of his/her workweek.

5.10.2 Members shall be entitled to the paid holidays specified in Article 8 or designated subsequent holiday(s) in lieu of the original holiday provided they are in a paid status during any portion of the workday immediately preceding or succeeding the holiday. When a member is required to work any of the specified holidays, he/she shall be paid compensation or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half in addition to his/her regular rate of pay.

- 5.11 Compensatory Time Off. When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District.
- 5.12 Overtime Distribution. Planned overtime shall be distributed on a rotation basis to eligible members within each work location, within shift, in order of class seniority, unless otherwise specified herein:
- 5.12.1 Members located on the job site where the overtime is available will be given first preference within their department.
- 5.12.2 Extended day work assignments.
- 5.12.3 Emergency overtime.
- 5.13 Minimum Call-In Time. Members called in to work on a day when the member is not scheduled to work shall receive a minimum of three (3) hours at the appropriate rate of pay.
- 5.14 Right of Refusal. Immediately upon becoming certain overtime work is required, the supervisor shall so notify affected members. Such notification shall be no later than 90 minutes prior to the end of the member's shift. Any member who does not desire to work overtime shall inform the supervisor and provide justification for refusal. If, after looking at all alternatives available in the urgent nature of overtime work, the supervisor may require a member to work over time.
- 5.15 Standby Time. All standby time¹ shall be considered as hours worked and shall be compensated on a straight time or overtime rate as appropriate to the terms of this Agreement.
- 5.16 Call Back Time. A member having left his/her job site after completion of the regular shift assignment, and having been called back to work, shall be guaranteed a minimum of three (3) hours work to be compensated on a straight time or overtime basis as appropriate to the terms of this Agreement.
- 5.17 Hours Worked. For purposes of computing the number of hours worked under this Article, time during which a member is excused from work because of holiday, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked for the member.
- 5.18 Extra Hours
- 5.18.1 "Primary position" is defined as the position held by the employee at the time the additional position is applied for. These additional positions shall be limited to those listed in Article 5.2.

¹Standby Time is defined as: Time during a member's scheduled work hours when, because of lack of materials, work-related activities/inactivity, at District direction, a member is required to remain at his/her work site or duty location and unable to engage in individual pursuits.

- 5.18.2 An employee whose primary position alone does not qualify him/her for benefits under Article 7, shall not acquire benefits under that article by virtue of this second position. Employees shall be eligible to receive on a pro rata basis sick leave, vacation, holiday and seniority credit.
- 5.18.3 The employee shall not acquire permanency in the second position and may be terminated at any time at the sole discretion of the District from the second position.
- 5.18.4 Should the primary position and additional position be at different work sites/locations, the employee shall not be paid travel time or mileage.
- 5.18.5 It is understood that the intent of this program is to provide employees the opportunity to earn additional hours, without hampering the district's operations and current flexibility, or incurring increased costs.
- 5.18.6 The secondary position cannot exceed three (3) hours.

ARTICLE VI

6. SALARIES

6.1 2001-2004, the district agrees to provide salary increases as follows:

- 2001-2002 3% effective July 1, 2001
- 2002-2003 2.37% effective 7-1-02
- 2003-2004 to be negotiated during reopeners

*Cola is defined on attachment "F"

6.2 Other Adjustments

6.2.1 Longevity Pay (paid monthly)

Effective July 1, 2001, 3% increase to all longevity stipends listed below:

- \$361 Per Year After 10 Years
- \$484 Per Year After 15 Years
- \$608 Per Year After 20 Years
- \$731 Per Year After 25 Years
- \$855 Per Year After 30 Years
- \$979 Per Year After 35 Years

6.2.2 Shift Differential

Second Shift (3:00 p.m. - 10:59 p.m.):
Additional 35¢ Per Hour

Third Shift (11:00 p.m. - 6:59 a.m.):
Additional 41¢ Per Hour

6.2.3 A member who is promoted shall be moved to the step on the new salary range which is not less than a 4.8% percent increase in salary. Shift differential shall be included in an employee's base salary for purposes of calculating the 4.8%.

6.2.4 Add a 3 ½ % professional growth Step for CDA's who get 100 hours of education after 7/1/02.

- Applicable only to CDA's on step 6 (professional growth step will be 7th step)
- 100 hrs. must be pre-approved by supervisor to be regarded as qualifying for professional growth (in other words, class/units/hours must be pre-approved and pre-approved for professional growth credit)

6.3 Lost Checks. Any paycheck for a member which is not delivered within five (5) days if mailed in the U.S. mail and three (3) days if mailed in the District mail shall be replaced, if possible, within three (3) workdays but in no case later than seven (7) workdays after the member provides written notification to the District's Payroll Department of such circumstances. This replacement check shall be for the net

amount of the undelivered check.

- 6.4 Payroll Errors. Whenever it is determined that an error has been made in calculation or reporting in any member's payroll or in the payment of any member's salary, the District shall, within five (5) workdays following such determination, provide the member with a statement of the correction and a supplemental payment drawn against any available funds.
- 6.5 Personal Property Loss - Reimbursement. The District shall reimburse members for personal effects damaged in the performance of duties, provided such damage occurs as a result of an action of someone other than the member or of a circumstance for which the school district is responsible. Personal effects shall be defined as those articles pertaining to one's own person which may include but not be limited to eye glasses, contact lenses, hearing aids, dentures, watches or articles of clothing. The District will replace other damaged or lost personal property provided:
- 6.5.1 The use of the property has been mutually agreed upon by the immediate supervisor and the employee.
 - 6.5.2 The property has been registered with the Department Administrator.
 - 6.5.3 Reasonable provision has been mutually made for the security of the property.
 - 6.5.4 The District will not assume that portion of personal property loss covered by private insurance carriers.
 - 6.5.5 The District shall provide employees copies of the form(s) necessary to register personal property under this section.
- 6.6 Member Travel
- 6.6.1 Members who may be required to use their own auto in performance of their duties and members who are assigned to more than one (1) work site shall be reimbursed at a rate in accordance with the Internal Revenue Service (IRS) mileage reimbursement rate for:
 - (a) Travel Between Work Sites
 - (b) Meetings or Activities Assigned by the District
 - (c) Other Work-Related Responsibilities
 - 6.6.2 Reimbursement for mileage will be for miles actually driven and must be approved in advance by the member's site/program administrator or designee.
 - 6.6.3 One-way mileage to meetings or activities within the District shall not

exceed 25 miles.

6.7 Newly Created Jobs. When a new job classification is established by the District, the District will, after giving written notification to the Association President, establish a salary range for the new job classification which shall be considered temporary. If no objection to the established salary range thus set is registered in writing with the Director of Classified Personnel by the Association within ten (10) calendar days after the temporary salary range has been set, such salary range shall become permanent.

6.7.1 Established Positions: When the District determines that a job classification needs to be reviewed, the District shall be responsible for making modifications to the job description, and shall then notify the Association of the change in the job description. However, the job description revisions will only reflect duties currently being performed by the incumbent. Any request to negotiate salary implications must be submitted in writing to the other party within ten (10) calendar days of such notice of change.

6.8 Professional Growth

The District shall establish a Professional Growth Fund (for the General Unit and Operations Support Unit combined) not to exceed \$20,000 per year effective 7/1/02.

- (a) Used portion of fund will renew annually. (Example: If \$5,000 used in 1996-97, the District would allocate \$5,000 to the fund effective 7/1/97 for 1997/98).
- (b) For 2002-03, the district will contribute an additional \$4,000 to the Professional Growth fund, leaving \$1,000 for the current participant in the teacher development program.
- (c) For 2003-04, if the current participant continues to qualify for the Teacher Development Program, the professional growth fund will remain at \$19,000 allowing the participant to complete the Teacher Development Program as provided herein. If the current participant does not continue in the Teacher Development Program, the Professional Growth Fund will be increased to \$20,000.
- (d) Joint Committee composed of three (3) representatives each from the District and the Association to oversee the program (eligibility/acceptable units/classes/workshops/awards.)

6.9 Teacher Development

The parties agree to establish a teacher development program designed to support district classified employees who are interested in seeking teaching positions in high need areas within the SJUSD. The parties agree that this program will operate on a pilot basis for two years effective July 1, 2002 and will sunset June 30, 2004, and

will not be renewed. The parties also agree to provide this program for a maximum of 5 participants from the general and operation units during this two year pilot. The program will continue only with the consent of both parties. The program design will be based upon criteria established and agreed upon by the parties.

6.10 Instructional Staff Development

The parties agree to establish one staff development day each year to provide in-service training to classified employees using the guidelines specified in Education Code sections 44579-44579.4.

Even though the district receives State reimbursement for classified members "whose duties require him or her to assist certificated classroom teachers in the classroom in the supervision and instruction of pupils", the parties believe there will be sufficient participation by those who qualify for reimbursement to adequately fund the in-service training for classified employees not qualifying for State reimbursement (See attachment - Classification List, October 3, 2000)

The parties agree to the following components of the staff development day program:

- Classified employees designated to participate in the training are expected to attend the full day, 6 hour, in-service and sign all attendance rosters. (The district is not reimbursed by the state for participants attending less than a full day of in-service).
- The participants will receive a stipend in the amount of \$110.00 upon successful completion of the in-service training. (This stipend will be reviewed annually by the district and the association).
- This staff development day is not an additional workday on the work year calendar. Therefore, the leave provisions in the contract, with the exception of article 10.5 (Industrial Accident and Illness Leave), do not apply if an employee is absent.

The continued implementation of this staff development day for classified employees requires sufficient participation by classified employees and sufficient state reimbursement to support the training activities.

ARTICLE VII

7. FRINGE BENEFITS

7.1 Medical, Dental, and Vision Plans The District will provide a flexible benefit program (under Section 125 cafeteria benefit program) to all members which shall include premium conversion, dependent care and unreimbursed medical options. Participating employees may direct a maximum of \$3,600 annually into the flexible benefits program.

7.1.1 District to pay the premium cost of the highest HMO for employee-only, effective 11/1/99.

If, for some reason, a member does not wish to enroll in a district sponsored medical plan, the member may elect to receive \$400 in lieu of health insurance to be applied to other insurance benefits, dependent coverage or cash, as approved by the district.

7.1.2 Dental The District will contribute the premium amount (employee only) for Delta Dental Service plan for each member.

(a) A member who wishes to enroll in the District sponsored DHMO plan may elect to receive a premium amount not to exceed \$425 per year for each member.

(b) Effective with the beginning of the next plan year (11/1/97) the dental cap will be raised to \$1500.

7.1.3 Vision The District will contribute the premium amount (employee only) for each member to be applied to the District approved vision plan.

7.1.4 Life Insurance The District will contribute the premium amount (employee only) for each member to be applied to the District approved life insurance plan.

7.2 Member Option

7.2.1 Commencing July 1, 2002, members will be provided an additional benefit allowance as indicated below. Employees will be eligible for one or the other, but not both, of the following benefits:

7.2.1.1 Employees who either do not elect dependent medical coverage or who elect not to enroll in a district sponsored medical plan (as provided in the second paragraph of section 7.1.1 above) will be provided an allowance of \$1152 annually which can be applied to other district approved insurance plans, (other than that provided in paragraph 7.2.2 below) or received as cash.

- 7.2.1.2 For employees who do elect to take dependent medical coverage, the district will pay forty-four percent (44%) of the cost of the dependent coverage plan chosen by the employee, in addition to that provided in 7.1.1.
- 7.2.2 Members in regular assignments of less than four (4) hours per day shall receive an allowance of \$305.50 per year to be applied to district approved group insurance or cash. Employees hired after February 14, 1989 who work less than four (4) hours per day shall not be entitled to member option money.
- 7.3 Premium Payment for Leaves For purposes of this section, all insurance programs shall include medical, dental, vision, and other premiums provided as member options.
- 7.3.1 Paid Leave - Premium Payment During the period a member is on a paid leave, the District shall continue payment of all insurance premiums for which the member has authorized coverage.
- 7.3.2 Unpaid Leave - Premium Payment During the period a member is on an unpaid leave, he/she may pay all insurance premiums directly to the District, and the District shall remit such premiums to the program providers.
- 7.4 Retirement - Premium Payment
The District will provide, subject to insurance carrier approval, the opportunity for medical insurance coverage and dental insurance coverage to those members retiring from the District directly into the Public Employees Retirement System (PERS), until the age of 65, or eligible age to receive Medicare.
- 7.4.1 Further, for members retiring prior to July 1, 1983, the District will contribute up to eighty-five (85%) percent of the premium costs for medical and dental programs. For members retiring on or after July 1, 1983, one hundred (100%) percent of premium costs will be covered subject to the following conditions:
- (a) The member is at least 55 years old and has not yet reached 65.
 - (b) The member has worked in the District for ten (10) years.
 - (c) The member retires and continues his/her retirement from the District under the provisions of PERS.
 - (d) If any retired members become entitled to other medical or dental benefits (state, federal or other employment) as a primary beneficiary, the District shall be relieved from any and all payments under this section.

(e) This section will apply to members retiring after September 22, 1981.

7.4.2 Members who are granted disability retirement by PERS shall be exempt from the 55-year-old requirement contained in Section 7.4.1(a) and shall have worked in the District for 10 years.

7.4.3 For retirees who do not qualify (reside outside of the health plan service areas) for any District-approved health plan, the District shall provide \$100 per month (twelfthly) reimbursement to offset employee retiree health insurance costs. The District may require annual verification of health insurance coverage. Reimbursement shall commence upon verification of coverage and shall cease at age 65 or upon termination of coverage, whichever occurs first.

7.4.4 For retirees who do not qualify (reside outside of dental plan service area) for any District-approved dental plan, the District shall provide \$25 per month (twelfthly) reimbursement to offset retiree dental insurance costs. The District may require annual verification of dental insurance coverage. Reimbursement shall commence upon verification of coverage and shall cease at age 65 or upon termination of coverage, whichever occurs first.

7.5 Physical Examinations

7.5.1 Examinations for tuberculosis will be required every four (4) years. Such examinations and release time for such examinations shall be paid for by the District.

7.5.2 The District shall provide for any physical examinations required for the member which is a condition of continued employment without cost to the member. This section shall not apply to pre-employment physical examinations which are a condition of initial employment.

7.6 Joint Committee:

The District and the Association are committed to providing cost-effective, quality health care benefits. The Association agrees to participate in a District-wide joint management and multiple bargaining unit committee established for the purpose of annually reviewing district-wide health, dental, and vision care costs, and recommending cost containment measures. The objectives of this committee are to create competitive advantages in the health care market place through large-scale group participation, utilization of effective administrative practices and development of positive collaborative organizational relationships.

ARTICLE VIII

8. HOLIDAYS

8.1 All members shall be granted the following paid holidays provided the member was in paid status during any portion of his/her regular workday of his/her regular assignment immediately preceding or succeeding the holiday.

2002-2003

Independence Day	7/4/02
Labor Day	9/2/02
Veteran's Day	11/11/02
Thanksgiving Day	11/28/02
Local Holiday	11/29/02
Christmas Day (commemoration)	12/25/02
December 26	12/26/02
December 27	12/27/02
December 30	12/30/02
December 31	12/31/02
New Year's Day	1/01/03
Martin Luther King Day	01/20/03
Lincoln's Day	02/10/03
Washington's Day	02/17/03
Local Holiday	04/18/03
Memorial Day	05/26/03

8.1.1 Any other day designated and approved by the Board of Education.

8.2 Operation of this Article shall not result in the loss of paid vacation time due to the member.

8.3 The District agrees to work with CSEA from the beginning of the development of the school year calendar. The District shall consider CSEA input prior to final adoption of the school calendar by the Board of Education.

ARTICLE IX

9. VACATIONS

- 9.1 Eligibility. All members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis--July 1 through June 30.
- 9.2 A chart showing current vacation allowances for less than 12 month employees will be developed.
- 9.2.1 Members employed full time shall earn vacation leave with pay as follows:
- 0 through 3 years of creditable service:
12 days per year
- Commencing the 4th year through 10th year:
16 days per year
- Commencing the 11th year of service:
20 days per year
- 9.2.2 Years of creditable service need not be continuous.
- 9.2.3 Vacation leave for less than full-time employees shall be computed proportionately.
- 9.2.4 Only periods of regular employment or paid leaves of absence shall be included in the calculations of years of service. No unpaid leaves of absence shall be credited.
- 9.2.5 The District shall provide vacation balances for unit members on members' regular checks within the capabilities of the District computer system.
- 9.3 Vacation Pay. Pay for vacation days for all members shall be the same as that which the member would have received had he/she been in a working status.
- 9.4 Vacation Pay Upon Termination. When a member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 9.5 Vacation Postponement
- 9.5.1 If a member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The member may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, or he/she may elect to receive

compensation for all vacation earned and accumulated during the fiscal year.

9.5.2 Vacation credit shall accrue to the member upon completion of the regular work assignment on the last day of the pay period in which it is earned.

9.6 Vacation Carry-Over

9.6.1 Members regularly assigned and working twelve (12) full months shall not accrue vacation in excess of that earned during the preceding 24 months.

9.6.2 Members regularly assigned and working less than twelve (12) full months shall use vacation within the work year earned.

9.6.3 If for any reason an employee is directed, in writing, not to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the District, be accumulated for use in the following year or be paid for in cash.

9.6.4 Advancement of vacation is authorized for members under the following conditions:

(a) Advancement of vacation days shall not extend for days the employee would have earned beyond June 30th of the current fiscal year.

(b) In order to comply with the provisions of 9.6.2 and 9.7.1 of this agreement.

(c) Advanced vacation shall not be used for purposes other than vacation.

(d) Advanced vacation may only be permitted with the approval of the employee's supervisor.

9.7 Vacation Scheduling

9.7.1 Vacations shall be scheduled at times requested by members so far as possible within the District's work requirements and within the guidelines of this section.

9.7.1.1 A member's request for vacation must be submitted in writing to his/her immediate supervisor on the approved vacation request form.

9.7.1.2 A supervisor shall have ten (10) workdays from the submission date of any vacation request to accept or reject it. The request shall be automatically approved if the supervisor has not responded in writing within this ten (10) day time limit provided the member has submitted a

written reminder after five (5) workdays of the original request.

9.7.1.3 Any vacation request for six (6) or more consecutive workdays shall be submitted at least one calendar month in advance of the date requested in order to qualify for the provisions of 9.7.1.2.

9.7.2 Members regularly assigned and working less than 12 full months shall first schedule available vacation as follows:

- (a) The one (1) day on the Wednesday immediately preceding Thanksgiving Day (provided it is a non-instructional day).
- (b) The four (4) days during the winter recess not covered by holidays.
- (c) The four (4) days during the spring recess not covered by holidays.

For members with additional vacation time, current provisions of the collective bargaining contract shall apply.

9.7.3 Once scheduled, the right of the member to take vacation as scheduled shall not be denied.

9.8 Interruption of Vacation. A member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement, without a return to active service, including bereavement leave and sick leave requiring hospitalization of the member, provided the member supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE X

10. LEAVES

10.1 Bereavement Leave. Members who are on paid status shall be granted necessary leave of absence with pay, not to exceed three (3) days, on account of death of any member of his/her immediate family.²

Bereavement leave in excess of three (3) days, but not to exceed five (5) days, shall be granted a member when travel beyond a 300 mile radius is necessary in connection with the bereavement.

10.2 Jury Leave. Members who are on paid status shall be entitled to as many days paid leave for jury duty as required to fulfill his/her days under the law. The member shall receive his/her regular salary for the day.

10.3 Military Leaves

10.3.1 Extended Military Leave. Military leaves without pay may be granted by the District to members in permanent employment status for a period of one (1) year. Military leave may be extended or renewed indefinitely, except that such leaves shall not continue more than one (1) year beyond the date such military services become voluntary on the part of the member. Members shall be entitled to receive salary for the first thirty (30) calendar days while engaged in the performance of ordered military service. Employees who voluntarily enlist shall be excluded from this section's 30-day pay provision.

10.3.2 Temporary Military Leave. A member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity as such member, providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including time involved in going to and returning from such duty.

A member who is on temporary military leave of absence and who has been employed by the District for a period of not less than one (1) year immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation for the first thirty (30) calendar days of such absence. Pay for such purposes shall not exceed thirty (30) days in any one (1) fiscal year. For the purpose of this section, service in the recognized military service shall be counted as

²"Immediate family" is defined as follows: The following relatives of the member, or the spouse of the member: Mother, father, grandmother, grandfather, brother, sister, son, son-in-law, daughter, daughter-in-law, foster parents, foster children and grandchildren, or a brother-in-law or sister-in-law of a member, or any relative living in the household of the member.

District service.

10.3.3 Pre-Induction Leave. Personnel called by the armed forces for involuntary pre-induction physical examination shall suffer no loss of pay for the period required for such examination.

10.4 Sick Leave

10.4.1 Leave of Absence for Illness or Injury. A member employed five (5) days a week by a school district shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

10.4.2 A member employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

10.4.3 A member employed less than five (5) days per week shall be entitled for a fiscal year of service to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

10.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the member served during the day of illness.

10.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time within the member's assigned work year. However, a newly employed member shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

10.4.6 Paid Parental Leave. Paid parental leave of absence shall be granted to a member of the bargaining unit in relation to childbearing as follows:

- (a) A member who is pregnant may continue in active employment as late into her pregnancy as her health permits. Any disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom is, for all job related purposes, a temporary disability and shall be treated as such under sick leave provisions of this contract, provided that: (1) the claim for sick leave is supported with written verification of the physical disability and the length

thereof by the attending physician, and (2) the member is not in unpaid leave status at the time of the claim.

- (b) In addition, a member who is not on disability leave under the provision of paragraph (a) above may be granted, upon request, up to two (2) days of paid leave to be taken at the time of the birth of his/her child. These days may be taken at the time of delivery of the child and/or at the time the mother and child leave the hospital. This leave shall not be deducted from sick leave.

10.4.7 Accrual of Sick Leave. Unused sick leave shall accumulate from year to year without limit. No credit shall be given for periods while the member is in an unpaid status.

10.4.8 Sick Leave Conversion. Any member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the member is filing a request for retirement.

10.4.9 Proof of Illness. The District may require proof of illness or accident and/or medical release for purposes of this Article.

10.4.10 Family and Medical Leave. The District shall comply with all mandated provisions of State and Federal law concerning family and medical leave.

10.5 Industrial Accident and Illness Leave. When an accident or illness has been reported to a supervisor or administrator, it shall be reported on the appropriate form. In addition to any other benefits that a member may be entitled to under the Worker's Compensation laws of this state, members shall be entitled to the following benefits:

10.5.1 A permanent employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) workdays in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year-to-year, and when any leave will overlap a fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. To become eligible for this benefit, a member must have been an employee of the District for one (1) year.

10.5.2 Payment for wages lost on any day shall not, when added to an award granted the member under the Worker's Compensation laws of this state, exceed the normal wage for the day.

10.5.3 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

10.5.4 The industrial accident or illness leave is to be used in lieu of normal

sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

10.5.5 Any time a member on industrial accident or illness leave is able to return to work, as verified by an appropriate medical release, he/she shall be reinstated in his/her position, if it exists, or an equivalent one if available.

10.6 Medical Transfer. If after a member has exhausted all available paid leaves, he/she remains medically unable to satisfactorily perform his/her regular job class duties, said member shall be placed on a re-employment list for a period of 39 months.

10.6.1 When a permanent, temporary or substitute position in the member's regular job class becomes available and the member has become medically able to perform the duties of the position, the District will fill such position from the re-employment list. His/her re-employment will take preference over all other applicants except for those laid off for lack of work or lack of funds.

10.6.2 When a temporary opening/position or a permanent position in a job class other than the member's regular job class becomes available, the District, in filling the position, will grant preferential consideration to members on the re-employment list over all other applicants except those laid off for lack of work or funds, provided that:

- (a) The member is medically able to perform the duties of the position.
- (b) The member meets the minimum desirable qualifications for the position as determined by the Human Resources Department and has formally requested consideration in that area of employment.

"Preferential consideration" means that a member will be granted an interview for an available job classification pursuant to this section.

- (c) Placement of a member in a vacant position in accordance with Section 10.6.2 may be made, at the District's option, at any time after the member becomes medically unable to perform the duties of his/her regular job class, but before exhaustion of any other remaining paid leaves the member is entitled to receive.

10.7 Entitlement to Other Sick Leave. Each member shall once a year be credited with a total of 100 days of sick leave, which shall include sick leave provided under Section 10.4.1 of this Article. The additional sick leave provided by this section shall be compensated at the rate of fifty (50%) percent of the member's regular salary and shall be used after the exhaustion of leaves provided in Sections 10.4 and 10.5.

10.8 Break in Service. No absence under any paid leave provisions of this article shall be considered as a break in service for a member who is in paid status and all benefits accruing under the provisions of this Article shall continue to accrue under such absence.

A member on an unpaid leave of absence, while not constituting a break in service, nevertheless is not in paid status for purposes of determining seniority based on hours worked.

10.9 Miscellaneous Leave of Absence. A permanent member may be granted, subject to District approval, unpaid leave for the following reasons, not to exceed the length of time specified:

- (a) Further education - enroll as a student in school of higher learning for one (1) year.
- (b) Member Health - one (1) year.
- (c) Personal - one (1) year. A member electing to take a leave under "Personal" leave must indicate to the District the specific leave time requested. This leave time, once granted to the member, shall be irrevocable.

Leaves under this section shall not be counted toward retirement or as a part of service to the District for the purpose of "seniority" accrual.

10.10 Unpaid Parental Leave. An unpaid parental leave of absence shall be granted to a permanent member in relation to child rearing as follows: A member shall be entitled, upon request to an unpaid leave to begin at any time between the commencement of the pregnancy and one (1) year after the member's child is born. Said member shall make formal application to the Human Resources Department for unpaid parental leave. This section is in lieu of or in addition to the use of sick leave for physical disability relating to the pregnancy.

10.11 Personal Necessity. A member may use up to seven (7) days per year of sick leave earned under 10.4 and 10.7 of this Article at his/her election for absences caused by personal necessity. Personal necessity is defined as an emergency or personal matters which require the member to be absent from work during his/her regular work hours and which cannot be accomplished during the member's non-work hours. Determination of what constitutes "personal necessity" for a given individual shall be the responsibility of that individual.

Except in the case of an emergency, the employee will give his/her supervisor 48

hours notice regarding such absence. In addition, the member shall make a reasonable effort to avoid scheduling or using such days on Monday or Friday of the work week or the day preceding or subsequent to any scheduled school year recess or holiday period.

In claiming personal necessity, the member is certifying that such leave was not for any of the following:

- a. Recreation
- b. Other Employment
- c. Work Stoppage or Strike
- d. Any Illegal Activity

10.12 Critical Illness Leave. Three (3) days of critical illness leave per year (non-cumulative) shall be granted each member in the event of critical illness or injury to a member of his/her immediate family. A physician must provide a statement indicating that the nature of the illness or injury is critical. The word "critical" as used herein is defined as it is used in the medical profession, indicating that there is serious doubt concerning the survival of the patient.

10.13 Terminal Illness. When a member has written verification from a doctor that an illness appears to be terminal, the District shall pay to that member his/her full monthly salary for each month or part thereof that the member survives for a period not to exceed twelve (12) calendar months after the exhaustion of other benefits.

10.14 Occupational Study/Retraining Leave. The District may grant any member who has served the District in a satisfactory manner for a minimum period of three (3) consecutive years, an unpaid leave of absence not to exceed one (1) year for the purpose of permitting study by the member or for the purpose of retraining the member to meet changing work-related conditions within the District.

10.15 Return from Leaves. This section applies to members who have taken paid or unpaid leaves.

10.15.1 Upon returning from a paid leave of absence, the member shall assume the duties of his/her absented position provided that, during the period of absences, there has been no change in the member's capacity to meet the requirements of the position.

10.15.2 For a person returning from a Board granted unpaid leave of 10 or more months, or if the position of a person on paid leave is no longer in existence, the member shall be assigned to a vacant position in his/her class, or if there is no vacant position, he/she shall be treated in the same manner as if there were a reduction in force.

10.15.3 A member who returns from a leave of absence and is unable for personal or physical reasons to return to his/her former classification shall be placed on the re-employment list.

³ "Immediate Family" is defined under 10.1.

10.15.4 A member who fails to notify the Human Resources Department of his/her intent to return to active status within three (3) work days after the effective date of return to service from the leave may be subject to a charge of job abandonment and subsequent disciplinary action.

10.16 Catastrophic Sick Leave Bank (This bank combines hours from both the General Unit and Operations Support.)

10.16.1 Purpose: To provide additional paid sick leave benefits for permanent employees who suffer a catastrophic illness to supplement the extended leave entitlement in 10.7 so that the employee can receive full pay during the extended sick leave period. Donation to the sick leave bank shall not be considered utilization of sick leave for evaluation purposes related to attendance.

10.16.2 Donations: To donate, an employee must:

- (a) Donate a minimum of one (1) day (of employees regular scheduled hours) of accrued sick leave or vacation.
- (b) Complete the irrevocable donation form during the donation period (during the month of November) and submit it to the Classified Human Resources Department by the last working day in November
- (c) Not donate sick leave if it results in less than five (5) days of accrued sick leave after donation.
- (d) Not donate vacation days if it results in any unpaid period during the winter and spring recess periods (less than 12 month employees.)

10.16.3 Utilization: For an employee to utilize the bank, the employee must:

- (a) Have used all available regular sick leave, vacation, compensatory time off and personal necessity.
- (b) Have made an annual donation of at least one (1) day (employee's regular scheduled hours) unless determined otherwise by the committee.
- (c) Not request the leave for a stress related illness.
- (d) Submit a completed request form to the Classified Human Resources Department.

10.16.4 Miscellaneous Guidelines:

- (a) The Sick Leave Bank Committee consisting of the Director of Classified Personnel (Chairperson), the CSEA Chapter #127 President, one classified employee selected by CSEA, and one administrator selected by the District shall approve any request. It shall require a majority vote of the committee members and all votes shall be confidential.
- (b) The maximum number of days allowed one employee for any approved catastrophic illness shall not extend beyond 125 days sick leave when combined with other available paid leaves (including 10.7).
- (c) A request for additional days following the original request must

- (d) not exceed the maximum of 125 days in (b) in this section. Any approved days unused by the employee shall be returned to the sick leave bank.
- (e) An employee using the bank shall receive the same pay the employee would have earned had the employee worked all day.
- (f) The Sick Leave Bank Committee shall administer the Sick Leave Bank and the hours contained therein and the District shall provide all necessary information to the Committee for these purposes.
- (g) CSEA will be responsible for the solicitation of donations.
- (h) A donation to the bank shall be a general donation and not be donated to a specific employee for his/her exclusive use.
- (i) The bank will have a cap of 7500 hours. If the bank has 7500 hours or more, only newly eligible employees need to contribute during that contribution year.
- (j) If the bank falls below the 7500 hour level, newly eligible and existing employees in the bank must contribute to retain eligibility for that year. Should an existing employee fail to contribute during this time when the bank is below 7500 hours, the employee shall no longer be eligible to utilize the hours from the bank for that year.

10.17 Release Time

10.17.1 Conference Release Time

The district will provide release time without the loss of compensation, for authorized conference delegates who require release time because they are in a paid status during the week of CSEA's Annual Conference. CSEA shall provide the names, including alternates, of the Conference delegates to the District by no later than June 30th each year. If an alternate is sent in place of the regular delegate, CSEA shall inform the District immediately.

10.17.2 Release Time Requiring Reimbursement

- (a) Requests made under Ed Code Section 45210 for union officers release time shall be granted and shall be reimbursed at the full cost of the released employee within 10 days of billing.
- (b) Chapter President or designee released 2 days/week with sub cost reimbursed to district by CSEA.
- (c) Functions that the parties mutually agree provide district or mutual benefit (i.e., joint committees) would be district paid release time (no overtime).
- (d) Any release time requests not covered herein are actual requests and require district agreement whether to release employee and/or level of reimbursement (no approval under this provision constitutes past practice)

The parties agree to mutually develop a process for requesting/providing notice/granting leaves as follows:

10.17.3 Release Time Process

- (a) Identify a minimum amount of notice/request required except in urgent situations.
- (b) Notice/request submitted to district designated position/person
- (c) Reimbursement invoice to be sent to CSEA designated position
- (d) Standard form to be developed jointly that documents the foregoing information (dates, purpose, etc.)
- (e) Parties will explore options to minimize the impact of the employees release time
- (f) Explore options generally with respect to release time as well as options related specifically to release of chapter president as early as possible.

ARTICLE XI

11. TRANSFERS

11.1 Definition of Transfer

A transfer is a job site change within the employee's same job classification, except for employees assigned to district-wide programs, in which case a transfer is defined as a change in programs.

11.1.1 The District shall notify all members at least once each year, near the beginning of the year, of the procedures for seeking a transfer.

11.2 Employer-Initiated Job Site Transfers

A regular employee may be involuntarily transferred for reasons other than punitive, based upon the justifiable needs and best interests of the District and/or regular employee, provided that such transfer shall not result in the loss of pay or benefits to the regular employee. The regular employee shall be given a minimum of ten (10) workdays notice prior to the effective date of a permanent transfer.

11.3 Regular Employee-Initiated Job Site Transfer

11.3.1 All bargaining unit members may apply for transfer to another position of the same classification by filing a written request with the Classified Human Resources Department. The bargaining unit member shall indicate the job site he/she requests transfer to in his/her application for transfer.

11.3.2 To be considered for voluntary transfer into a vacant position, a bargaining unit member's last performance evaluation must reflect an overall rating of "meets standards" or better (with a rating of "meets standards" or better in the area of Human Relations Skills), and the bargaining unit member must have submitted such request for transfer prior to the date of the vacancy occurring.

(a) The District shall maintain a list of Instructional Assistant I's that have indicated an interest in promoting to the Instructional Assistant II classification. Permanent IA I's that have received a satisfactory or better evaluation on their last performance evaluation may submit a District request form indicating the schools and hours desired. A request shall be valid for 12 months and must be resubmitted to continue eligibility on the promotional list.

(b) When a permanent Instructional Assistant II vacancy occurs, the Human Resources Department shall provide the selecting administrator with up to five (5) names for consideration from the promotional list. If after considering the candidates, the selecting administrator may request the position to be

advertised.

11.3.3 The Human Resources Department will maintain a voluntary transfer request list. Upon written notification of a pending or actual vacancy in a bargaining unit position, the Classified Human Resources Department shall contact regular permanent employees qualified under the provisions of this article to determine whether or not they wish to apply for the vacancy. If the vacancy is at the job site specified by the regular permanent employee in his/her application for transfer and he/she refuses the transfer offer, his/her name shall be moved to the bottom of the transfer list.

11.3.4 The individual, who in the judgment of the selecting supervisor/administrator best meets the needs of the vacant position, shall be given the assignment. In reaching this judgment, the selector shall consider the work record, experience and seniority of the applicant. The weight to be given the factors considered in the selection shall be determined by the selector.

11.3.5 If a regular permanent employee is interviewed for a position under the provisions of this article and is not appointed, the employee(s) shall be given, upon request, the specific reason(s) for the denial.

11.3.6 In compliance with the intent of this Article, authority for carrying out the procedures provided shall be fixed at the Department Head or Program Manager level in the following classifications:

Instructional Aides and related para-professionals - all programs

11.3.7 Regular permanent employees are limited to one (1) voluntary transfer during a twelve (12) month period. Transfer for the purpose of increasing hours of work at the employment site shall be exempt from this provision.

11.4 Posting Vacancies

11.4.1 All vacancies shall be posted by the district at all work sites for not less than five (5) workdays prior to interviews except the clerk and instructional assistant I vacancies as identified in 11.4.2.

11.4.2 In the event of vacancies for positions of fourteen (14) hours per week or less in the classifications of instructional assistant I and clerk, this section will allow school sites to post these vacancies for three (3) to five (5) days at the cluster of schools which surround the site at which the vacancy has occurred and to allow the school site to recruit to fill these vacancies through whatever lawful methods suit the site's needs.

Nothing in this article shall preclude the district from posting such vacancies in accordance with 11.4.1.

11.5 Promotions

- 11.5.1 All bargaining unit members with satisfactory or better scores on their last evaluation may apply for a promotional opening or transfer.
- 11.5.2 The District shall advertise promotional examinations.
- 11.5.3 At least 50 percent of the candidates referred for a interview shall be current district employees, provided there are sufficient number of qualified members available.
- 11.5.4 Qualified in-district applicants referred for interview shall be given first choice of interview times as follows:
 - Regular permanent employees shall be given first choice of interview times;
 - Probationary employees shall be given next choice of interview times;
 - External applicants shall be given choice of interview times after permanent and probationary applicants have been given an opportunity to select interview times.

ARTICLE XII

12

SAFETY

12.1 Member Safety

- 12.1.1 In order to provide for member safety, the District, on the first day of each school year, shall present a written copy of the District policy for student discipline, including the rights of suspended students, to unit members.
- 12.1.2 Members shall report, verbally and in writing, as soon as possible, cases of assault and battery (as defined by the Penal Code) suffered by them in connection with their employment to their site/program administrator or other immediate superior who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The Superintendent/designee shall comply with any reasonable request from the unit member for information in the possession of the District, unless confidential relating to the incident or persons involved.

12.2 Building Site Safety

- 12.2.1 A member or the Association may report, verbally or in writing, any unsafe or unhealthful condition of work to his/her immediate supervisor. In a case of a verbal report, the date of submission shall be recorded by the member and the supervisor.
- 12.2.2 The supervisor shall, within ten (10) workdays of receipt of the written or verbal report, respond in writing to the member stating corrective action taken, to be taken, or, if no action will be taken, state the reason why.
- 12.2.3 If the condition is not satisfactorily resolved, it may be submitted through the negotiated grievance procedure.

12.3 School/Site Safety Committee

- 12.3.1 Unit member(s) at each site may choose to participate in the safety committee at those schools or sites where one is formed. Committee participation shall be voluntary. Selection procedures shall be left to the staff at each site, but a contact person and backup shall be identified and communicated to the site administration.
- 12.3.2 The School/Site Safety Committee, if formed, shall assist the administration/supervisor in all areas related to the maintenance of school/site safety, order and security. This shall include, but not necessarily be limited to, school/site intruders, routine school/site security procedures, and emergency procedures.

12.3.3 The administration shall advise the school/site safety committee members of any incident related to school/site safety and security.

12.3.4 The committee may request the Superintendent/designee and the Association President/designee to meet with the committee to discuss school/site security and safety concerns.

12.4 District Safety Committee

12.4.1 A member shall be appointed to the District Safety Committee. The Association shall designate such member.

12.4.2 The appointed member to the committee shall be allowed reasonable release time to carry out the obligation of the Safety Committee assignment.

12.5 Discrimination

No member shall be discriminated against because of carrying out the provisions of this Article.

12.6 Restroom Facilities

Members shall have access to lavatory, rest room facilities, workrooms, and employees' lounges at District work sites. The District shall maintain lavatory and rest room facilities in a safe and healthful condition.

12.7 Safety Equipment

The District agrees to furnish to members safety equipment or gear, or to reimburse the employees for the cost of procuring such, when in the regular course of employment such equipment or gear is reasonably required to ensure the safety of the member or others.

12.8 CSEA Safety Officer

12.8.1 The CSEA Safety Officer and District management will work with designated management representatives to deal with safety related issues proactively before they arise and as they arise.

12.8.2 The CSEA Safety Officer shall be provided District paid released time to investigate safety issues as approved by the District.

12.8.3 The District shall provide to the CSEA Safety Officer no more than five (5) days of safety related training every two (2) years. The two year cycle for training will commence with each bi-annual election of a CSEA Safety Officer.

12.8.4 The Safety Officer shall work with district management to minimize the use of release time needed to fulfill these duties.

12.9 Risk Management

- 12.9.1 CSEA and the District will work collaboratively with District management and other designated personnel to develop and implement the District's risk management plan, to increase safety awareness, and to reduce accidents and industrial accident claims.

ARTICLE XIII

13.

CONTRACT

- 13.1 Parties to the Contract. This Agreement is made and entered into by and between the San Juan Unified School District, herein referred to as the District, and the California School Employees Association San Juan Chapter #127, herein referred to as the Association.
- 13.2 Distribution of Contract. Within sixty (60) workdays after the execution of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the General Unit. Any employee who becomes a member of the General Unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District, without charge, with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.
- 13.3 Savings
- 13.3.1 If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or by a decision of the Public Employment Relations Board or its successors, the remainder of this Agreement shall not be affected thereby.
- 13.3.2 In the event of invalidation of any of the terms or conditions of this Agreement, either party may request to reopen negotiations with regard to the invalidated terms or conditions of agreement. If both parties consent to reopen negotiations under this Article, such negotiations shall commence within thirty (30) days of the date of consent.

ARTICLE XIV

14. DEFINITIONS

- 14.1 **Immediate Family.** The following relatives of the member, or the spouse of the member: Mother, father, grandmother, grandfather, brother, sister, son, son-in-law, daughter, daughter-in-law, foster parents, foster children and grandchildren, or a brother-in-law or sister-in-law of a member, or any relative living in the household of the member.
- 14.2 **Immediate Supervisor.** The person at the lowest supervisory level outside the bargaining unit who is responsible for directing or evaluating the member(s).
- 14.3 **Standby Time.** Time during an employee's scheduled work hours when, because of lack of materials, work-related activities/inactivity, at District direction a member is required to remain at his/her work site or duty location and unable to engage in individual pursuits.
- 14.4 **Workday.** A day when the administrative offices of the District are open for business.

ARTICLE XV

15. LAYOFF

15.1 Definitions (Procedure)

15.1.1 Employee. An employee for the purpose of this article is a permanent or probationary employee who is a member of the classified service.

15.1.2 Layoff Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the governing board. A layoff for purposes of this article shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds. Any voluntary reduction in regularly assigned time in lieu of layoff shall be considered a layoff for purposes of this article.

15.2 Order of Layoff (Procedure)

15.2.1 Whenever an employee is laid off, the order of layoff within the classification (including service within higher classifications) shall be as follows:

15.2.1.1 For employees whose date of hire is before July 1, 1999, a seniority ranking list (by classification) will be developed. The seniority ranking list shall include all hours in paid status through June 30, 1999, as a probationary or permanent member of the classified service whether during the school year, a holiday, recess, or any period that a school is in session or closed. It does not include any hours compensated solely on an overtime basis, or while on military leave, or unpaid illness leave, or unpaid industrial accident leave. Once the ranking list is established, the individual employee ranking (seniority) will not change.

15.2.1.2 For employees whose date of hire is on or after July 1, 1999, seniority will be determined by date of hire (as a probationary or permanent member) in the classification.

15.2.1.3 Each party shall appoint a representative to meet and discuss the legal implications of the agreement to use date of hire for purposes of layoff for employees hired after the date of ratification and the ranking of current employees through the use of current contractual provisions.

15.2.2 If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made based on the hire date into a probationary status with the employee hired first being retained. If that is equal, the District shall determine if retention of one of the employees would further the goals of the District Affirmative Action Program and shall retain him/her. Otherwise, determination as to

which employee is laid off shall be made by lot.

15.2.3 An employee who is laid off from a class and who has previous service in an equal or lower class and who has greater seniority, shall have the right to bump the employee having the least seniority with the closest job profile. (Job profile as defined in this section shall mean assigned hours per day, days per week and months per year.)

15.2.4 If there are two (2) or more positions with the same work profile that will be bumped, placement into the positions will be by employee choice (in order of seniority). Employees who have placement choices will be notified of the placement meeting date, time and location. If an employee fails to report to the placement meeting, or fails to send a representative in his/her place, the human resource department will identify the site placement.

15.3 Notification of Layoff (Procedure)

15.3.1 The District shall transmit a copy of the board agenda to the Association regarding any proposed layoff. This shall constitute notice to the Association of said layoff.

15.3.2 Within a reasonable time of a written request by the Association, the District will provide the Association with a seniority roster and a list of employees to be laid off.

15.3.3 The District shall notify the affected employees in writing a minimum of thirty (30) calendar days prior to the date of any layoffs, except in the event of an actual and existing financial inability to pay salaries to classified employees or for causes not foreseeable or preventable by the governing board, where less than thirty (30) days notice may be given.

15.4 Improper Layoff Rights

15.4.1 Any employee who is improperly laid off and is otherwise entitled to employment shall be re-employed in the same or equal class immediately upon discovery of error.

15.4.2 Accumulated sick leave, prior to layoff plus accumulated sick leave and vacation allowance for time not employed with the District as a result of improper layoff, will be reinstated.

15.4.3 The employee will be reimbursed for all loss of pay from the District, as a result of the improper layoff, less any earnings the employee received from any other employment while on layoff.

15.4.4 If the employee believes that, as a result of layoff, he/she has not been made financially whole by the District under 15.4.3, the employee may file a grievance at Step IV.

15.5 Separation Benefits

- 15.5.1 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.
- 15.5.2 Eligibility for District contributions for dental, health, and vision insurance shall not be reduced for six (6) months despite the fact the hour-per-week qualification may change due to a voluntary reduction of hours by the employee to avoid layoff.
- 15.5.3 The District will provide any laid-off employee the contractual District contribution amount toward health, dental and vision insurance for two (2) calendar months following the affected employee's final scheduled day of employment.
- 15.5.4 Any employee who has received a layoff notice shall, upon his/her request, be allowed to take any unused accumulated vacation entitlement prior to the effective date of the layoff.

15.6 Re-Employment from Layoff

- 15.6.1 Employees laid off because of lack of work or lack of funds are eligible to re-employment for a period of 39 months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional placement processes within the District during the period of 39 months.
- 15.6.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months; provided that the same tests for fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority.
- 15.6.3 An employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee.
- 15.6.4 A laid off employee shall notify the District of his or her intent to accept or refuse re-employment within five (5) work days following the delivery/or first notice of certified mailing of the re-employment notice. Failure to respond constitutes a refusal. After three refusals for re-employment, an employee shall be considered unavailable for re-

employment and shall not be notified of future vacancies until the laid-off employee notifies the Human Resources Department, in writing, that he/she is available for re-employment.

- 15.6.5 Employees shall be re-employed in the highest rated job classification available in accordance with their length of service in the class from which they were laid off, plus higher classes. Employees who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher paid positions.
- 15.6.6 Should an employee who had elected retirement in lieu of layoff subsequently accept, in writing, re-employment with the District, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.
- 15.6.7 Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
- 15.6.8 Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

San Juan Unified School District

General Unit

Salary Ranges

2002 - 2003

CLASS CODE	CLASS TITLE	SALARY RANGE	MIN	MAX
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TECHNOLOGY SERVICES

544	Data Base Specialist	54	4,849	6,143
567	Lead Data Networking Specialist	53	4,731	5,994
543	Senior Programmer Analyst	53	4,731	5,994
551	Data Networking Specialist	50	4,274	5,426
840	Webmaster	47	3,988	5,047
525	Micro Computer Specialist II	47	3,988	5,047
545	Programmer Analyst	47	3,988	5,047
536	Systems Software Specialist	47	3,988	5,047
535	Micro Computer Specialist I	44	3,716	4,714
542	Programmer	38	3,231	4,083
549	Computer Operator II	32	2,811	3,563
557	Technology Liaison II	32	2,811	3,563
553	Production Control Specialist	31	2,752	3,476
546	Computer Operator I	30	2,691	3,394
554	Documentation Technician	27	2,512	3,168
590	Technology Liaison I	26	2,455	3,096
547	Senior Data Entry Operator	22	2,240	2,827
555	Production Control Clerk	22	2,240	2,827
548	Data Entry Operator	21	2,196	2,758

OFFICE/TECHNICAL

922	Research Analyst	51	4,379	5,548
507	Risk Management Analyst	41	3,463	4,387
603	Safety Specialist	40	3,390	4,291
503	Planning Technician	38	3,231	4,083
523	Insurance Coordinator	34	2,947	3,730
572	Computer Graphics Designer II	33	2,878	3,636
506	Buyer	32	2,811	3,563
573	Engineering Technician	32	2,811	3,563
508	Equipment Inventory Specialist	30	2,691	3,394
524	Accounting Technician	29	2,629	3,311
912	Personnel Technician	29	2,629	3,311

San Juan Unified School District
 General Unit
 Salary Ranges
 2002 - 2003

CLASS CODE	CLASS TITLE	SALARY RANGE	MIN	MAX
930	Administrative Assistant	28	2,567	3,239
514	Lead Payroll Technician	27	2,512	3,168
931	High School Secretary II	26	2,455	3,096
532	School Controller	26	2,455	3,096
533	Instructional Materials Technician	25	2,395	3,023
936	Elementary School Secretary	25	2,395	3,023
938	Middle School Secretary	25	2,395	3,023
526	Account Clerk - Payroll	24	2,339	2,952
527	Account Clerk II	24	2,339	2,952
986	Research Assistant	24	2,339	2,952
914	Senior Personnel Clerk	24	2,339	2,952
589	Safe Schools Dispatcher	23	2,292	2,889
933	High School Secretary I	23	2,292	2,889
588	M & O Work Order Tech/Dispatcher	23	2,292	2,889
934	Secretary	23	2,292	2,889
571	Computer Graphics Designer I	23	2,292	2,889
534	Employee Benefits Assistant	23	2,292	2,889
941	Senior Security Clerk	23	2,292	2,889
552	Electronic Data Proc Terminal Operator	22	2,240	2,827
531	Middle School Records and Reports Clerk	22	2,240	2,827
574	Reproduction Tech I	22	2,240	2,827
529	Senior Records & Reports Clerk	22	2,240	2,827
942	Senior Clerk Typist	21	2,196	2,758
528	Account Clerk I	20	2,141	2,692
916	Word Processing Tech	20	2,141	2,692
947	Security Clerk	20	2,141	2,692
583	Media Acquisition Clerk	19	2,096	2,639
944	Intermediate Clerk Typist	18	2,048	2,576
945	Intermediate Clerk	17	2,000	2,512
948	Clerk Typist	15	1,913	2,407
946	Clerk	14	1,874	2,350
584	Duplicating Machine Operator	13	1,827	2,303

San Juan Unified School District

General Unit

Salary Ranges

2002 - 2003

CLASS CODE	CLASS TITLE	SALARY RANGE	MIN	MAX
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INSTRUCTIONAL ASSISTANTS AND EDUCATIONAL AUXILIARY PERSONNEL

959	Health Academy Coordinator	46	3,890	4,934
621	Mental Health Therapist	45	3,796	4,820
896	Mental Health Worker	41	3,463	4,387
890	School Community Worker	39	3,309	4,184
891	School/Community Intervention Specialist II	34	2,947	3,730
893	School/Community Prevention Specialist	34	2,947	3,730
957	Health Instructional Assistant	30	2,691	3,394
899	School/Community Intervention Specialist I	28	2,567	3,239
969	Youth/Adult Employment Tech II	25	2,395	3,023
979	Interpreter - Aurally Except Program	23	2,292	2,889
954	Media Center Technician	23	2,292	2,889
897	Middle School Media/Library Technician	23	2,292	2,889
970	Braillist	22	2,240	2,827
894	School/Community Intervention Assistant	22	2,240	2,827
895	Prevention Assistant	22	2,240	2,827
898	Family Advocate	21	2,196	2,758
997	Health Assist - Multi/Sev Hndcp	20	2,141	2,692
964	Inst. Assist - Voc.Ed	19	2,096	2,639
999	Health Assistant	18	2,048	2,576
973	Youth/Adult Employment Tech I	18	2,048	2,576
968	Youth/Adult Employment Tech I/Bilingual	18	2,048	2,576
919	Instructional Assistant III	17	2,000	2,512
981	Career Guidance Tech	17	2,000	2,512
987	Inst. Assist - Multi/Sev Handicapped	17	2,000	2,512
972	Inst. Assist - Aurally Exceptional	14	1,874	2,350
977	Inst. Assist - Bilingual	14	1,874	2,350
927	Inst. Assist - Bilingual Armenian	14	1,874	2,350
961	Inst. Assist - Bilingual Cambodian	14	1,874	2,350
990	Inst. Assist - Bilingual Cantonese	14	1,874	2,350
974	Inst. Assist - Bilingual Farsi	14	1,874	2,350
996	Inst. Assist - Bilingual French	14	1,874	2,350
943	Inst. Assist - Bilingual German	14	1,874	2,350
949	Inst. Assist - Bilingual Hmong	14	1,874	2,350
992	Inst. Assist - Bilingual Japanese	14	1,874	2,350
991	Inst. Assist - Bilingual Korean	14	1,874	2,350
988	Inst. Assist - Bilingual Laotian	14	1,874	2,350
962	Inst. Assist - Bilingual Mandarin	14	1,874	2,350

San Juan Unified School District

General Unit

Salary Ranges

2002 - 2003

CLASS CODE	CLASS TITLE	SALARY RANGE	MIN	MAX
998	Inst. Assist - Bilingual Polish	14	1,874	2,350
989	Inst. Assist - Bilingual Portuguese	14	1,874	2,350
950	Inst. Assist - Bilingual Romanian	14	1,874	2,350
963	Inst. Assist - Bilingual Russian	14	1,874	2,350
993	Inst. Assist - Bilingual Spanish	14	1,874	2,350
995	Inst. Assist - Bilingual Tagalog	14	1,874	2,350
951	Inst. Assist - Bilingual Ukranian	14	1,874	2,350
994	Inst. Assist - Bilingual Vietnamese	14	1,874	2,350
975	Inst. Assist - Computer Lab	14	1,874	2,350
983	Inst. Assist - Indian Education	14	1,874	2,350
976	Inst. Assist - Physically Handicapped	14	1,874	2,350
978	Inst. Assist II	14	1,874	2,350
985	Campus Monitor	13	1,827	2,303
984	Inst. Assist - I	12	1,790	2,250
960	Child Development Assistant	11	1,748	2,203
940	Home/School CDA	11	1,748	2,203
892	Community Liaison	10	1,711	2,151
980	Program Aide	9	1,675	2,102

2nd Shift (3:00 pm-10:59 pm) additional .35 per hour

3rd Shift (11:00 pm - 6:59 am) additional .41 per hour.

Reflects 2.37% increase, Effective 7/1/02.

Board Approval Date 5/13/03

**San Juan Unified School District
General Unit
Salary Schedule
2002-2003**

<u>Range</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
6	Monthly	1566	1636	1711	1790	1874	1969
	Hourly	9.03	9.44	9.87	10.33	10.81	11.36
7	Monthly	1603	1675	1748	1827	1913	2010
	Hourly	9.25	9.66	10.08	10.54	11.04	11.60
8	Monthly	1636	1711	1790	1874	1958	2054
	Hourly	9.44	9.87	10.33	10.81	11.30	11.85
9	Monthly	1675	1748	1827	1913	2000	2102
	Hourly	9.66	10.08	10.54	11.04	11.54	12.13
10	Monthly	1711	1790	1874	1958	2048	2151
	Hourly	9.87	10.33	10.81	11.30	11.82	12.41
11	Monthly	1748	1827	1913	2000	2096	2203
	Hourly	10.08	10.54	11.04	11.54	12.09	12.71
12	Monthly	1790	1874	1958	2048	2141	2250
	Hourly	10.33	10.81	11.30	11.82	12.35	12.98
13	Monthly	1827	1913	2000	2096	2196	2303
	Hourly	10.54	11.04	11.54	12.09	12.67	13.29
14	Monthly	1874	1958	2048	2141	2240	2350
	Hourly	10.81	11.30	11.82	12.35	12.92	13.56
15	Monthly	1913	2000	2096	2197	2292	2407
	Hourly	11.04	11.54	12.09	12.68	13.22	13.89
16	Monthly	1958	2048	2141	2240	2339	2455
	Hourly	11.30	11.82	12.35	12.92	13.49	14.16
17	Monthly	2000	2096	2196	2292	2395	2512
	Hourly	11.54	12.09	12.67	13.22	13.82	14.49
18	Monthly	2048	2141	2240	2339	2455	2576
	Hourly	11.82	12.35	12.92	13.49	14.16	14.86
19	Monthly	2096	2196	2292	2395	2512	2639
	Hourly	12.09	12.67	13.22	13.82	14.49	15.23
20	Monthly	2141	2240	2339	2455	2567	2692
	Hourly	12.35	12.92	13.49	14.16	14.81	15.53
21	Monthly	2196	2292	2395	2512	2629	2758
	Hourly	12.67	13.22	13.82	14.49	15.17	15.91
22	Monthly	2240	2339	2455	2567	2691	2827
	Hourly	12.92	13.49	14.16	14.81	15.53	16.31

**San Juan Unified School District
General Unit
Salary Schedule
2002-2003**

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
23	Monthly	2292	2395	2512	2629	2752	2889
	Hourly	13.22	13.82	14.49	15.17	15.88	16.67
24	Monthly	2339	2455	2567	2691	2811	2952
	Hourly	13.49	14.16	14.81	15.53	16.22	17.03
25	Monthly	2395	2512	2629	2752	2878	3023
	Hourly	13.82	14.49	15.17	15.88	16.60	17.44
26	Monthly	2455	2567	2691	2811	2947	3096
	Hourly	14.16	14.81	15.53	16.22	17.00	17.86
27	Monthly	2512	2629	2752	2878	3019	3168
	Hourly	14.49	15.17	15.88	16.60	17.42	18.28
28	Monthly	2567	2691	2811	2947	3083	3239
	Hourly	14.81	15.53	16.22	17.00	17.79	18.69
29	Monthly	2629	2752	2878	3019	3155	3311
	Hourly	15.17	15.88	16.60	17.42	18.20	19.10
30	Monthly	2691	2811	2947	3083	3231	3394
	Hourly	15.53	16.22	17.00	17.79	18.64	19.58
31	Monthly	2752	2878	3019	3155	3309	3476
	Hourly	15.88	16.60	17.42	18.20	19.09	20.05
32	Monthly	2811	2947	3083	3231	3390	3563
	Hourly	16.22	17.00	17.79	18.64	19.56	20.56
33	Monthly	2878	3019	3155	3309	3463	3636
	Hourly	16.60	17.42	18.20	19.09	19.98	20.98
34	Monthly	2947	3083	3231	3390	3550	3730
	Hourly	17.00	17.79	18.64	19.56	20.48	21.52
35	Monthly	3019	3155	3309	3463	3633	3817
	Hourly	17.42	18.20	19.09	19.98	20.96	22.02
36	Monthly	3083	3231	3390	3550	3716	3902
	Hourly	17.79	18.64	19.56	20.48	21.44	22.51
37	Monthly	3155	3309	3463	3633	3796	3987
	Hourly	18.20	19.09	19.98	20.96	21.90	23.00
38	Monthly	3231	3390	3550	3716	3890	4083
	Hourly	18.64	19.56	20.48	21.44	22.44	23.56
39	Monthly	3309	3463	3633	3796	3988	4184
	Hourly	19.09	19.98	20.96	21.90	23.01	24.14

**San Juan Unified School District
General Unit
Salary Schedule
2002-2003**

<u>Range</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
40	Monthly	3390	3550	3716	3890	4084	4291
	Hourly	19.56	20.48	21.44	22.44	23.56	24.76
41	Monthly	3463	3633	3796	3988	4178	4387
	Hourly	19.98	20.96	21.90	23.01	24.10	25.31
42	Monthly	3550	3716	3890	4084	4274	4490
	Hourly	20.48	21.44	22.44	23.56	24.66	25.90
43	Monthly	3633	3796	3988	4178	4374	4591
	Hourly	20.96	21.90	23.01	24.10	25.24	26.49
44	Monthly	3716	3890	4084	4274	4489	4714
	Hourly	21.44	22.44	23.56	24.66	25.90	27.20
45	Monthly	3796	3988	4178	4374	4590	4820
	Hourly	21.90	23.01	24.10	25.24	26.48	27.81
46	Monthly	3890	4084	4274	4489	4698	4934
	Hourly	22.44	23.56	24.66	25.90	27.10	28.47
47	Monthly	3988	4178	4374	4590	4805	5047
	Hourly	23.01	24.10	25.24	26.48	27.72	29.12
48	Monthly	4084	4274	4489	4698	4925	5171
	Hourly	23.56	24.66	25.90	27.10	28.41	29.83
49	Monthly	4178	4374	4590	4805	5038	5292
	Hourly	24.10	25.24	26.48	27.72	29.07	30.53
50	Monthly	4274	4489	4698	4925	5168	5426
	Hourly	24.66	25.90	27.10	28.41	29.82	31.30
51	Monthly	4379	4590	4805	5038	5285	5548
	Hourly	25.26	26.48	27.72	29.07	30.49	32.01
52	Monthly	4620	4840	5063	5309	5582	5857
	Hourly	26.65	27.92	29.21	30.63	32.20	33.79
53	Monthly	4731	4955	5179	5432	5708	5994
	Hourly	27.29	28.59	29.88	31.34	32.93	34.58
54	Monthly	4849	5077	5309	5566	5849	6143
	Hourly	27.98	29.29	30.63	32.11	33.74	35.44
Schedule reflects a 2.37% salary increase for 2001-2002							
Longevity Pay (Paid Monthly)							
\$361 per year after 10 years		\$731 per year after 25 years					
\$484 per year after 15 years		\$855 per year after 30 years					
\$608 per year after 20 years		\$979 per year after 35 years					

BENEFIT COST SCHEDULE

7/1/03 - 6/30/04

GENERAL UNIT

Amounts shown tenthly

Appendix B

PROVIDER	TYPE OF COVERAGE	TOTAL PREMIUM COST	DISTRICT CONTRIBUTION	EMPLOYEE CONTRIBUTION	EMPLOYEE CASH BACK
MEDICAL					
KAISER	Employee Only	\$315.26	\$430.46	\$0.00	\$115.20
	Employee + one	\$630.52	\$453.97	\$176.55	\$0.00
	Family	\$892.19	\$569.11	\$323.08	\$0.00
	In-District - Family*	\$576.93	\$430.39	\$146.54	\$0.00
PACIFICARE	Employee Only	\$305.06	\$420.26	\$0.00	\$115.20
	Employee + one	\$610.10	\$439.28	\$170.82	\$0.00
	Family	\$863.30	\$550.69	\$312.61	\$0.00
	In-District - Family*	\$558.24	\$416.46	\$141.78	\$0.00
Waiver of medical insurance**					\$155.20
DENTAL					
DELTA DENTAL	Employee Only	\$56.00	\$56.00	\$0.00	N/A
	Employee + one	\$106.00	\$56.00	\$50.00	N/A
	Family	\$166.00	\$56.00	\$110.00	N/A
	In-District - Family*	\$110.00	\$56.00	\$54.00	N/A
DELTA CARE - DENTAL HMO	Family	\$46.54	\$46.54	\$0.00	N/A
VISION					
VSP	Employee	\$11.50	\$11.50	\$0.00	N/A
LIFE INSURANCE					
\$25,000 basic policy	Employee	\$3.00	\$3.00	\$0.00	N/A
\$25,000 supplemental	Supplemental	\$8.75	\$0.00	\$8.75	N/A

*This rate is available only if your legal spouse is a benefit eligible employee of SJUSD

** the waiver option is only available for medical insurance

ATTACHMENT C

Letter of Understanding

The District and CSEA have reached agreement on clarifying language regarding proration of the Early Retirement Incentive Program benefits and on adding new language on eligibility of employees who retire prior to the Board's action with an effective date after the action but before the effective date of the layoff. The modified agreement is as follows:

If a decision to layoff is made by the Board of Education, such employees in classifications targeted or affected by layoffs shall be eligible to participate in the Early Retirement Incentive Program if they meet the following criteria:

1. Be eligible to retire under PERS; and
2. Either submit retirement forms within 30 calendar days of the Board's action or have submitted retirement forms prior to the Board's action but with a retirement effective date after the date of the Board's action and before the effective date of layoffs.

The employee shall have the following options available:

1. Lump sum payment of \$5,000 upon retirement; or
2. Purchase of \$5,000 annuity, if qualified (details to be determined by the employee and district).

Employees working less than eight (8) hours per day will have the \$5,000 pro-rated on those hours he/she works as it relates to eight hours.

ATTACHMENT D

SAN JUAN UNIFIED SCHOOL DISTRICT
CSEA, CHAPTER #127, GENERAL UNIT

NOVEMBER 16, 1995

It is hereby agreed by the parties that work year for Media Center Technicians will be increased back to 206 work days effective July 1, 1995.

ATTACHMENT E

SAN JUAN UNIFIED SCHOOL DISTRICT
CSEA, CHAPTER #127, GENERAL UNIT

APRIL 4, 1996

The San Juan Unified School District and the California School Employees Association, General Unit, agree to the following non-precedential exception to Article 5.2. Media Center Technicians and Instructional Assistants - Computer Lab will be added to the list of classifications which can be hired at less than four (4) hours a day over a maximum of five (5) consecutive days. In order to provide as much job security as possible for existing Media Center Technicians and Instructional Assistants - Computer Lab in the event of layoffs and reductions, the District agrees to the following for employees who were in a probationary or permanent status on or before July 1, 1995 in these classifications:

1. In the event of reduction in hours, those employees hired in the classification on or before 7/1/95 will continue to be assigned to positions with a minimum of twenty (20) hours a week or more based on their seniority and providing there are enough positions available. This may mean relocating to another school site(s).
2. In the event that all positions in the classification are eliminated or that some of these employees are laid off as a result of lower seniority, no new positions of less than twenty (20) hours a week will be created until all employees in the class hired on or before 7/1/95 and who are on the reemployment list, are offered positions of twenty (20) hours a week or more.

ATTACHMENT F

San Juan Unified School District
CSEA, Chapter #127
April 29, 1999

Definition of COLA

The COLA increase to the salary schedule shall be defined as the percent change in the funded revenue limit per ADA. The percentage change will be calculated each year based on the change between the Board-approved revised budget (the one that takes the State Budget Act into account) for the current year and the unaudited actuals for the prior year. This percent change will be adjusted to reflect any change between the Board-approved revised budget (the one that takes the State Budget Act into account) and the unaudited actuals for the prior year. The intent is that any mid-year changes in the funded revenue limit will be reflected in the next year's settlement.

If the change in the funded Special Education Entitlement per ADA varies by more than 1% from the percent change in the funded revenue limit per ADA, the COLA increase to the salary schedule will be calculated as the weighted average of the two funding sources (revenue limit and Special Education).