

COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF EDUCATION

SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SAN DIEGO CHAPTER 724

for the

OPERATIONS-SUPPORT SERVICES BARGAINING UNIT



July 1, 2017 through June 30, 2020

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between the
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SAN DIEGO UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
SAN DIEGO CHAPTER 724
for the
OPERATIONS SUPPORT SERVICES BARGAINING UNIT

Negotiated for the following **2017-2020 SCHOOL YEARS**

The following Collective Bargaining Agreement has been reached by designated representatives of the San Diego Unified School District and the California School Employees Association, San Diego Chapter No. 724 in accordance with the California Educational Employment Relations Act.

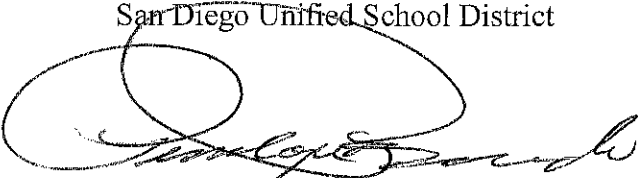
FOR THE DISTRICT:



Kevin Beiser
President, Board of Education
San Diego Unified School District



Cindy Marten
Superintendent
San Diego Unified School District

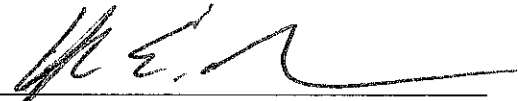


Penelope DiBernardo
Director Labor Relations
San Diego Unified School District

FOR THE ASSOCIATION:



Christy Williams
President, Chapter 724
California School Employees
Association



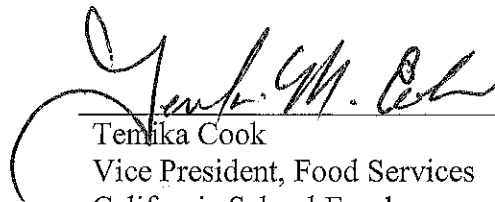
Kyle Rascon
Vice President, Transportation
California School Employees
Association



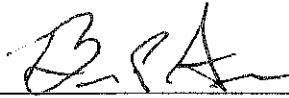
Bruce Stacy
Vice President, Physical Plant
Operations
California School Employees
Association



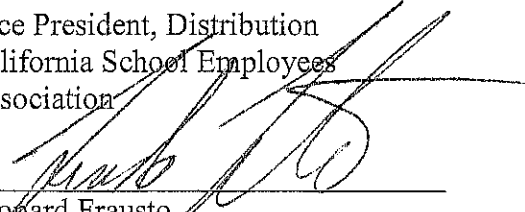
John Allen
Vice President, Landscape
California School Employees
Association



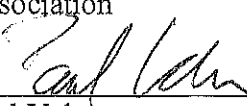
Temika Cook
Vice President, Food Services
California School Employees
Association



Brian Archer
Vice President, Distribution
California School Employees
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Leonard Frausto
Custodian
California School Employees
Association

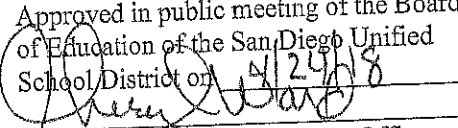


Paul Valen
Labor Relations Representative
California School Employees
Association

Adopted by the Board of
Education
Date: April 24, 2018

Ratified by CSEA, Chapter 724
Date: March 15, 2018

Approved in public meeting of the Board
of Education of the San Diego Unified
School District on 4/24/18



Cheryl Ward, Board Action Officer,
Board of Education

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1. AGREEMENT CLAUSE

The articles contained herein and the appendices attached hereto constitute the bilateral and binding agreement by and between the Board of Education of the San Diego Unified School District, hereinafter referred to as the "District," and the California School Employees Association (CSEA) and its San Diego Unified Operations-Support Services Unit, Chapter No. 724, hereinafter referred to as the "Association." The District and Association constitute the Parties for purposes of this Agreement.

2. RECOGNITION CLAUSE

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

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

Section 1: BARGAINING UNIT COMPOSITION

Please refer to Appendix A for included and excluded positions.

Section 2: CLASSIFICATIONS

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

3. EMPLOYEE ORGANIZATION RIGHTS

Section 1: ASSOCIATION REPRESENTATION

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

Section 2: RIGHTS AND RESPONSIBILITIES OF ASSOCIATION REPRESENTATIVES

- A. Association representatives (staff, officers, and stewards) shall be granted access to district premises for the purposes of administration of this Agreement and shall have the right during their regular work hours to investigate, present, and process grievances; to attend, at the request of the unit member, any conference at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action; and to conduct appropriate and official Association business, without loss of time, pay or benefits, providing that all time shall be paid at straight time for the shift involved.
- B. All Association business performed by Association representatives, other than that related to grievances and, at the unit member's request, attendance, at conferences at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action, shall be conducted during non-work hours. Non-work hours are defined as before and after the assigned hours of work and during lunch periods and rest breaks.
- C. When an Association representative serves more than one school or department site, the Association representative shall have the right to visit areas, schools or departments within his/her jurisdiction at reasonable times for the purposes specified in Section 2.A. above upon securing permission of his/her principal, department supervisor or designee. Such permission shall not be unreasonably withheld.
- D. The principal or department head, or, in their absence, their designee, shall be notified immediately upon arrival of the Association representative and prior to the conduct of Association business. Association representatives shall comply with all site/department procedures required of visitors.
- E. Visits to unit members at their work site for the purpose of investigating and processing grievances, may be made during work hours by prearrangement with the principal, department head or designee. The principal, department head or designee shall provide a private area for such grievance processing.
- F. Loss of time due to investigation of or attendance at grievance conferences between the Association representatives and the unit member(s) shall be limited to reasonable time periods mutually agreed upon

Article 3- Employee Organization Rights
Section 2 (continued)

between the supervisor and the Association representative. Conference(s) should be scheduled at times that will least affect the efficient operation of the unit member's school or department.

- G. Visits shall be conducted in appropriate rooms, areas or work locations not impinging upon the work of other employees. The location shall be determined by mutual agreement between the designated association representative and principal or department head or designee. No space will necessarily be excluded nor included from consideration for access. The District shall make every reasonable effort to provide a convenient and appropriate location suitable for the purpose of the association representative's business.
- H. Association representatives shall complete any forms provided by the District for purposes of assisting in filing a mandated costs reimbursement claim with the State of California.

Section 3: BULLETIN BOARDS

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

Section 4: USE OF TELEPHONE DURING NON-WORK HOURS

The District agrees to provide unit members reasonable use of telephones during non-work hours. In emergency situations requiring immediate attention, such time limitations may be waived.

Section 5: USE OF DISTRICT FACILITIES

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

Section 6: DISTRICT MAIL SERVICE

- A. The Association shall be permitted reasonable use of the district mail service and unit member mailboxes where provided for communication with bargaining unit members.
- B. The Association shall be responsible for placing all hard copy association materials in site/department mail bags and/or mailboxes at the District's mail distribution center(s).
- C. Items from the Association to be delivered by the district mail service shall bear organizational identification.
- D. Items from the Association which are received at a site or department shall be placed in unit member mailboxes, where provided, by a representative of the Association.

Section 7: SENIORITY LISTINGS

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

Section 8: ALPHABETICAL LIST OF UNIT MEMBERS

- A. The District will provide the Association with an alphabetical list of available names, addresses and telephone numbers of unit members no later than October 15 of each year. (Available addresses and telephone numbers will be provided in those cases where privacy has not been requested.) This list will also provide the cost center number, position title code, work year code, job title, grade, step, rate, position equivalency information, social security number and unit member status. This list shall be updated and forwarded to the Association, without cost, on a monthly basis, November through June.
- B. The District will provide the Association with an alphabetical list of unit members by cost center to include the same information as specified in A. above. The District will provide this list no later than October 15 of each year.
- C. Any additional requests for information from the Association will be charged to the Association.
- D. The Association agrees that it will not disclose any personal data related to unit members contained in the information reports provided by the District under this Agreement to any third party without the unit member's expressed written permission.

Section 9: INTEGRITY OF WORK WITHIN UNIT

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

Section 10: PRINTING AND DISTRIBUTION OF AGREEMENT

The District shall make available on the District web site a current copy of this agreement and all of the amendments and memoranda of understanding. The District shall, without charge, have copies of this Agreement printed and distributed to all present unit members. The District shall give new unit members the choice of receiving a copy of this agreement without charge or not receiving a hard copy due to availability of the agreement on the District's website. A notice to all bargaining unit members shall be provided informing unit members of any changes to the agreement which are available on the District web site. During the duration of this Agreement, unit members shall also receive, without charge, a copy of this agreement upon request or any written amendments to the Agreement. The District will provide the Association, without charge, fifty (50) copies of the Agreement per year.

Section 11: NEW UNIT MEMBERS

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

Section 12: ORIENTATION SESSIONS FOR NEW EMPLOYEES

When the District provides new employees with any processing, orientation meetings, materials, or information in any form, the Association shall be afforded an opportunity to present or provide Association literature and information in the same format.

Section 13: ASSOCIATION MEMBERSHIP MATERIALS

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

Section 14: ASSOCIATION LEAVE

A. Bargaining Unit Members

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

B. Association Officers or Unelected Unit Members

1. The Association shall have two hundred (200) hours per fiscal year (July 1 through June 30) of leave for Association Officers or for unelected Association members to use for Association business, providing the Association reimburses the District for the salary of the unit members designated.
2. The Association shall submit written requests for all such leave sufficiently in advance, but not less than two (2) business days prior to the intended absence, to ensure that consultation/notification can take place with the site and provisions made for substitute coverage, if appropriate.

C. Association Conference

1. The Association shall have up to **two hundred (200)** hours per fiscal year (July 1 through June 30) of Association leave to be used for Association chapter delegates to attend the annual Association Conference.
2. The Association shall reimburse the District for the actual costs incurred for the use of a substitute. Substitutes will not be used where they are not normally provided. The reimbursement amount shall not exceed the salary of the unit members on leave. Reimbursement shall not be provided when a substitute is not used or when the unit member elects to use approved compensatory or vacation time or takes unpaid leave. Requests to use compensatory or vacation time will not be unreasonably denied.
3. The Association shall submit written request to the Chief Human Resources Officer, Human Resource Services Division, or designee, for all such leave sufficiently in advance, but not less than one (1) month prior to the intended absence.

D. Elected Officer Leave

1. Upon request, the District shall grant a leave of absence without loss of compensation for the purpose of enabling unit members to serve as elected officers of the Association in compliance with the California Education Code Section 45210 or its successor. The maximum leave period provided under this provision is two (2) years unless otherwise mutually agreed between the Association and the Chief Human Resources Officer, Human Resource Services Division, or his/her designee.

Article 3- Employee Organization Rights
Section 14 (continued)

2. The Association must provide ninety (90) calendar days' notice of any officer's intent to return to work. Reinstatement rights upon return from the leave of absence shall follow the sequence as described below:
 - a. Officer shall return to his/her former position, if vacant.
 - b. Officer shall displace the unit member occupying his/her former position. (NOTE: The unit member being displaced would be provided the opportunity to exercise his/her seniority rights in the same manner as provided in Article 17).
 - c. If the officer's former position no longer exists, the officer shall be placed in a position in the same classification formerly held, if vacant.
 - d. If there is no vacancy, the officer shall have the right to displace the least senior unit member in his/her classification.
 - e. If the officer is the least senior unit member, he/she shall be placed in a vacant position of equal classification level and of similar requirements of skills, knowledge and abilities.
 - f. If no vacancy pursuant to Section 14.D.2.e. above exists, the District agrees to allow the officer to voluntarily demote into a vacant position in a lower salary grade with reinstatement rights (as provided in Article 17) to classifications identified in subsections a through e above. The officer shall retain his/her former salary in accordance with Article 7, Section 14.

Section 15: ASSOCIATION RIGHTS

A. Calendar Committee

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

B. Annually, the District will give the Association two (2) copies, without charge, of the planning and final budget (reports submitted annually to the County Office of Education and/or State of California).

C. The District will provide to the Association President, via school mail, one (1) copy of the official Board of Education agenda with minutes, public support documents, and other support documents and exhibits at the same time the information is provided to the Board of Education members.

D. The Association President will be provided, via school mail, without cost, a complete set of District Procedures, including Emergency and any other procedures which are normally sent to schools and worksites. The Association President will receive updated revisions and changes to the District Procedures.

E. Attendance at Board of Education Meetings

Article 3- Employee Organization Rights
Section 15 (continued)

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

Section 16: RIGHTS GRIEVABLE

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

4. DISTRICT RIGHTS

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

5. DEFINITIONS

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

- A. Anniversary Date shall be the first (1st) day of the month in the month hired for unit members hired between the first (1st) and fifteenth (15th) of the month. For unit members hired on or after the sixteenth (16th) of the month, the anniversary date shall be the first (1st) of the following month. The anniversary date shall be used to determine service increments and vacation entitlement.
- B. Association means the California School Employees Association (CSEA) and its San Diego Unified Operations-Support Services (SDU-OSS) Chapter No. 724.
- C. Board of Education means the Board of Education of the San Diego Unified School District.
- D. Chief Human Resources Officer means the highest level Human Resources executive.
- E. Department Head means the chief executive officer of a non-school department, with total responsibility to manage all affairs of the department including general control of all district employees assigned to the department.
- F. District means the San Diego Unified School District also known as San Diego City Schools.
- G. Division when used in this Agreement, may mean either the major district organizational unit (division) or a particular division office empowered to render decisions, responses or approvals on behalf of the division.
- H. Division Head refers to the manager in charge of a division, with total responsibility to manage all affairs of the division, including general control of all district employees assigned to the division.
- I. Emergency shall mean any situation which is beyond the control of the District that could not be reasonably anticipated which adversely affects the instructional program or the administration of the District.
- J. Food Services Cluster is defined as a preparation kitchen and its serving locations.
- K. Notification (Notice) means that all correspondence and/or information required of either party shall be provided in writing.
- L. Employment Regulations for the Classified Service refers to the Employment Regulations for the Classified Service of the San Diego Unified School District.
- M. Principal means the chief executive officer of one (1) or more schools.
- N. Superintendent means the Superintendent of Public Education of the San Diego Unified School District.
- O. Supervisor is that person responsible for assigning work and evaluating performance of the bargaining unit member.
- P. Workday is any day when the unit member is not on a scheduled recess and the central administrative offices of the District are open for business.
- Q. Unit Member shall refer to all employees who are included in the Operations-Support Services bargaining unit.

**Article 5- Definitions
(continued)**

1. Permanent Employee A classified service unit member who has satisfactorily completed the one (1) year probationary period.
2. Permanent/Probationary Employee A permanent classified service unit member who is serving a one (1) year probationary period in a classification in which he/she has not previously served.
3. Probationary Employee A newly-hired classified service unit member who is serving the one (1) year probationary period.

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

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

6. NEGOTIATION PROCEDURES

Section 1: TIMING OF NEGOTIATIONS

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

Section 2: CONSULTANTS

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

Section 3: SCHEDULING BARGAINING SESSIONS

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

Section 4: RELEASE TIME FOR NEGOTIATIONS

The Association may designate up to seven (7) bargaining unit member representatives, including key witnesses, who will be empowered to negotiate with the District. When negotiations with the District are scheduled during the work hours of the unit member representatives, they shall be released from work without loss of pay.

Section 5: TENTATIVE AGREEMENTS

The Association and the District agree that when tentative agreement is reached on an item, it will be reduced to writing and signed by the parties. Tentative agreement may not be withdrawn except by mutual consent of the parties.

Section 6: AUTHORITY TO BARGAIN

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

Section 7: SIDE LETTER AND OTHER AGREEMENT ENTERED INTO BETWEEN THE PARTIES DURING THE TERM OF THE AGREEMENT

Effective July 1, 2013, any additional agreements between the OSS and the District must be made in writing and shall specify a term not to exceed the term of the CBA, unless explicitly incorporated into the successor CBA. Agreements will only continue beyond the expiration of the CBA if the agreements are explicitly incorporated into the CBA. Signatories to the Agreement shall be the President of the OSS, Division Vice President of OSS, the CSEA Labor Relations Representative, and the Executive Director of Labor Relations or his/her designee. Any agreements entered into pursuant to this section shall be grievable unless explicitly stated to the contrary.

ARTICLE 7 - WAGES

Section 1: SALARY RATES:

The District shall absorb the cost of salary schedule maintenance for the term of this Agreement, including required state and/or minimum wage increases.

Section 2: EQUITY CLAUSE

- A. If any other bargaining unit or employee group within the District receives an increase in salary or receives another form of compensation using resources not previously allocated to that unit or group in settlement of negotiations, the bargaining unit shall be entitled to a commensurate prorata amount of compensation. In such an event, the Association and the District shall enter into negotiations to determine the manner in which to compensate the bargaining unit. Should any other bargaining unit or employee group within the District agree to or receive any wage formula which results in increased compensation, the bargaining unit shall be entitled to the same provision(s).
- B. In the event that the District receives additional new State funds, which are non-categorical, nonrestrictive, not based on ADA growth, not from proceeds of the lottery, and do not represent reimbursement of expenditures made by the District, the Association shall have the right to meet and determine the allocation of these funds to the various budget categories, including unit member salaries.
- C. In the event that San Diego Unified School District through its budget process identifies any additional funds; Average Daily Attendance (ADA) growth, unidentified revenue, revenue, categorical, non-categorical, restrictive, nonrestrictive funds, reserves, Revenue Limit Equalization Aid/or Revenue Limit Deficit Reduction, Revenue Limit –funded Cost of Living Adjustment (COLA), the Association and the District shall enter into negotiations to determine the manner in which to compensate the bargaining unit.
- D. Provisions B and C of this section are only subject to an obligation to bargain under Educational Employment Relations Act. The Parties acknowledge the District intends to negotiate changes to this section in the successor agreement.

Section 3: UNIFORMS

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

Section 4: MILEAGE AND MEAL REIMBURSEMENT

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

Bargaining unit members assigned out-of-county work shall be reimbursed for actual meal expenses incurred per the District Administrative Procedures and Internal Revenue Service guidelines. Meal reimbursements will be paid in a separate pay warrant in a timely manner.

Section 5: REIMBURSEMENT FOR PERSONAL PROPERTY LOST/DAMAGED

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

Bus Mechanics will receive an annual tool allowance in the amount of two hundred and fifty (\$250) dollars payable on the first pay period of the school year. This amount is to be applied towards insurance or purchase of new tools at the discretion of the mechanics. Bus Mechanics newly employed with the District will receive a two hundred and fifty (\$250) dollar tool allowance payable on their first pay period.

The District will continue to purchase specialized/diagnostic/pneumatic tools as needed to maintain the District's fleet. Those tools will be the property of the District.

The District will continue to pay the cost of replacing or repairing a bus mechanic's tools lost or damaged in the line of duty without fault of the unit member.

Section 6: RETROACTIVE COMPENSATION

Retroactive compensation paid pursuant to this article shall be paid only to unit members who are officially employed by the San Diego Unified School District at the time of Board of Education adoption of the **applicable** salary schedules, and to unit members who retire or are laid off between July 1, and the date of Board adoption in the applicable year.

Section 7: OVERTIME COMPENSATION

A. Unit members will be compensated for overtime work in accordance with the following provisions:

1. Unit members in assignments of eight (8) hours per day/five (5) days per week will be compensated for all time worked in excess of eight (8) hours on a regular workday or in excess of forty (40) hours in one week.
2. Unit members in assignments of at least four (4) hours per day/five (5) days per week but less than eight (8) hours per day/five (5) days per week will be compensated for all time worked on the sixth (6th) and seventh (7th) day of the workweek. This rule does not apply to unit members in exempt job classes.
3. Unit members in assignments of less than four (4) hours per day/five (5) days per week will be compensated for all time worked on the seventh (7th) day of the workweek. This rule does not apply to unit members in exempt job classes.
4. Unit members in assignments of ten (10) hours per day/four (4) days per week will be compensated for all time worked in excess of ten (10) hours on a regular workday, or time worked on the fifth (5th), sixth (6th), or seventh (7th) day of the workweek.
5. Unit members in assignments scheduled over a two (2) week period using a combination of eight (8) days at nine (9) hours, one (1) day at eight (8) hours and one (1) day off will be compensated for all hours worked in excess of the amount scheduled for each day, or for time worked on any other day during the two (2) week period.

B. General Provisions

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

C. Overtime Rates. Unit members other than those referred to in Sections 7.B.1. and 7.B.2. will be compensated at one and one-half (1 1/2) times the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in this schedule. Such unit members will be compensated at two (2) times the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in this schedule for work performed on any seventh (7th) consecutive workday in the workweek (as defined in Article 8, Section 1) where the unit member has worked hours on the six preceding calendar days entitling him/her to compensation. Only the seventh (7th) consecutive workday shall entitle the unit member to double time. All other workdays will be paid in accordance with the existing rules and regulations contained in this salary schedule.

D. Holiday Work. Work performed by regular unit members on legal or declared holidays will be considered as overtime without regard to the number of hours worked on other days of that week and will be compensated at the rate of one and one-half (1 1/2) times the regular rate for any exempt or nonexempt unit members. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.

E. Method of Compensation. Compensation for overtime will include any special pay additive and may be in the form of payment or compensatory time off of equivalent value to such payment. Compensatory time off records should be maintained in the appropriate department/site office and such time off shall be permitted within a reasonable time following the day on which overtime is worked; otherwise, the unit member shall be paid by warrant. To the extent possible, ordinary overtime work and method of compensation (either overtime pay or compensatory time off) shall be by mutual agreement between the unit member and the supervisor.

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

Section 8: SPECIAL PAY ADDITIVES

A. Shift Differential - A unit member assigned to work a regular, continuing schedule of four (4) hours per day or more in which four (4) hours or more of such regular shift are worked before 8 a.m. or after 6 p.m. is entitled to shift differential pay. Such differential will amount to five percent (5%) above the unit member's regular salary. Relief Custodians are not eligible for this differential.

**Article 7- Wages
(continued)**

- B. Hazard Pay Differential - A unit member will receive a hazard pay differential for assignment to a position designated by the Board of Education as a hazard pay position. A hazard pay position is one which: (1) continuously exposes the unit member to a specific and significant hazard, (2) is clearly dangerous to the health or well-being of any unit member so assigned, and (3) the hazard is atypical of the basic occupation or job class. Such differential will amount to five percent (5%) above the unit member's regular salary.
- C. Bilingual/Biliterate Differential. A unit member will receive a bilingual/biliterate differential for assignment to a position designated by the Board of Education as requiring the ability to communicate orally and/or in writing with non-English speaking adults or in sign language with deaf or hard-of-hearing adults for an average of one (1) hour per day. Such differential will amount to five percent (5%) above the unit member's regular salary.

Unit members who are assigned to use bilingual oral and written skills as described above, may speak to their supervisor to initiate a review. The supervisor will complete the Verification of Bilingual Duties Statement Form and submit to the Human Resource Services Division. Upon receipt, Human Resources will review the information provided to determine if a bilingual differential is appropriate for the use of the oral and written bilingual skills, and that it meets the criteria to qualify for the pay additive.

- D. Split Shift Differential. A unit member employed to work a regular continuing schedule of more than six (6) hours per day and with a split shift assignment as defined in Article 8, Section 5, shall be entitled to a split shift differential under the following conditions:
1. The split shift is a continuing assignment for five (5) or more consecutive workdays, and
 2. The length of the period of non-work time is at least one and one half (1 ½) hours excluding lunch period or rest breaks.
 3. Exceptions:
 - a. Unit members assigned to drive district vehicles shall qualify for differential compensation if the length of the period of non-work time is greater than 30 (thirty) minutes excluding lunch period or rest breaks.
 - b. Unit members assigned to the Food Service Site Leader and Senior Food Service Site Leader job classes shall be eligible for this differential regardless of the number of hours they are regularly assigned to work per day and providing the period of non-work time is at least one (1) hour excluding lunch period or rest break.
 - c. A School Bus Driver within the Transportation Services Department with a guaranteed base assignment of more than twenty (20) hours per week during their work year will be paid a five percent (5%) split shift differential. This differential is provided in consideration of the hours of availability required of School Bus Drivers. School Bus Drivers are eligible for this differential on the first (1st) day of employment in the classification. All School Bus Drivers employed on a pro rata basis during the extended year with a guaranteed base assignment of twenty (20) hours per week or more will be paid a five percent (5%) split shift differential.

**Article 7- Wages
(continued)**

d. Extraboard drivers and Relief Custodians are not eligible for this differential.

Such differential will amount to five percent (5%) above the unit member's regular salary.

E. Heavy Hauling Differential. Maintenance unit members who are required in the normal course of regularly assigned duties, on a continuing 24-hour (daily) basis for extended periods of time (one (1) month or more), to transport and store district-owned tools, equipment, *ladders requiring truck mounted racks, machines, hardware, or other heavy or bulky materials or supplies, are eligible for the heavy hauling differential. Such differential will amount to seven point six percent (7.6%) above the unit member's regular salary. This section shall apply only to designated maintenance department unit members. This differential will continue in effect during vacation, sick leave, and other paid leaves of absence when the material and equipment aforementioned are in the unit member's care and custody.

*The required use of a ladder may be seasonal. At the discretion of the supervisor and if the employee is in agreement, during periods when the employee will not be required to haul a ladder, the employee may keep a district purchased ladder rack installed on the vehicle at no cost to the district or the employee.

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

<u>Years of Qualifying Monthly District Service Completed</u>	<u>Monthly Assignment of Four (4) or More Hours Per Day</u>	<u>Monthly Assignment of Less Than Four (4) Hours Per Day</u>
10 through 12	\$150.97	\$ 75.51
13 through 18	\$603.96	\$301.95
19 or more	\$1,056.86	\$528.46

Effective July 1, 1999, anniversary stipends shall become, and shall in the future, be subject to the same percentage increase(s) by which the salary schedule is increased as set forth in Article 7, Section 1 (Salary Rates). Subsequent changes to the amount of the stipends listed above may be viewed on the employment page of District web site under OSS Salary schedules.

G. 1999-00 and Ongoing OSS Bonus. A permanent or permanent/probationary unit member in paid status as of June 1, 1999 and each June 1 thereafter, will receive a lump sum bonus to be paid by separate warrant during the month of August 1999 and each August thereafter. Unit members in full-time assignments will receive a lump sum bonus of two-hundred and fifteen dollars (\$215). Unit members in less-than-full-time assignments will receive a prorated bonus proportionate to the percentage that their assignment bears to full time. Effective July 1, 2000, this bonus shall become and shall, in the future, be subject to the same percentage increase(s) by which the salary schedule is increased as set forth in Article 7, Section 1 (Salary Rates).

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

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

This Section 8.H. is subject to cancellation upon written request of either the District or the Association.

Section 9: INITIAL PLACEMENT ON THE SALARY SCHEDULE

- A. Position Class. A unit member will be placed in the job class appropriate to the assigned position.
- B. Experience Step. A unit member new to the district will be placed on step "01" of the appropriate salary grade. The superintendent may authorize a higher step placement within the appropriate grade for an especially well-qualified individual in a job class for which qualified candidates are found to be in short supply. When such labor market conditions make it necessary to offer an advance step placement, and upon acceptance by a new unit member, present unit members in the same job class as the position approved for the advance step placement will be moved to the step equivalent to that accepted by the new unit member provided: (1) the unit member has demonstrated performance that warrants advancement; (2) the unit member has skills and abilities comparable to the new unit member; (3) advance step placement is recommended by the Division Head, Human Resource Services Division, and approved by the superintendent. In such cases, a new increment due date will be established.
- C. School Bus Driver Experience Step Credit. Effective July 1, 1999, one (1) year's salary step credit will be provided on a one (1) time only basis to newly hired School Bus Drivers with one (1) full year of public and/or private California school bus driving experience. This shall include substitute bus driving experience. One (1) full **years' experience** shall be defined as at least one-hundred and eighty (180) days of behind-the-wheel experience within a twelve (12) month period. Current School Bus Drivers and Extraboard Bus Drivers who have not attained advancement to step O of the new salary schedule shall also be eligible under the same conditions for this one-time salary step adjustment effective July 1, 1999. It shall be the responsibility of the driver to make application and provide the necessary information for this step adjustment.

Section 10: SERVICE INCREMENTS

- A. A regular monthly unit member will be granted a one (1) step salary increase on his/her annual anniversary date as established in accordance with the Collective Bargaining Agreement until the maximum salary for the job class is reached.

(Exception: A regular monthly Food Services Department unit member in an assignment of less than four (4) hours per day will be placed on the step 01 of the appropriate salary grade and will be granted a one (1) step salary increase on the anniversary date of his/her employment/promotion until he/she has reached the step 04. Effective July 1, 2007 all regular monthly Food Services Department unit members with five (5) years or more of service shall be placed on step 05 of the appropriate salary grade. All remaining unit members will advance on his/her annual anniversary date.

**Article 7- Wages
(continued)**

- B. A regular monthly unit member eligible for service increments who is assigned to an exempt job class (those not eligible for premium overtime pay) and whose work performance is deemed to be outstanding may be granted a one (1) step salary increase at any time upon recommendation of the superintendent and approval by the Board of Education. When such a merit increment has been granted, a new anniversary or annual increment due date will be established if such placement is a step less than the maximum for the job class.

Section 11: SCHOOL BUS DRIVER/EXTRABOARD BUS DRIVER SERVICE INCREMENTS

- A. Effective July 1, 1998, a regular monthly driver on the bus driver salary schedule in an assignment of twenty (20) hours per week or greater shall be granted a one (1) step salary increase on his/her anniversary date until the maximum step is achieved. The rate of increment between steps shall be approximately two and one-half percent (2.5%) from the initial step until step B is achieved. The rate of increment from step C to step J shall be approximately three and seventy-five one-hundredths percent (3.75%). The rate of increment from step K to L, and for all higher steps through step O, shall be approximately five percent (5%).
- B. A regular monthly driver in an assignment of less than four (4) hours per day shall be placed on the 01 step of the appropriate salary grade and shall not be eligible for service increments.

Section 12: PROMOTION - OSS SALARY SCHEDULE

- A. A unit member who is promoted from a position on a different classified unit member's salary schedule to a position on the Operations-Support Services Unit members' Salary Schedule with a higher maximum salary will first have his/her salary determined in the appropriate grade of the other classified salary schedule in accordance with existing regulations and then will be paid at the rate in the appropriate salary grade on the Operations-Support Services Unit members' Salary Schedule which would provide an approximate five percent (5%) increase (exclusive of special pay additives) but not more than seven and one-half (7.5%) increase. In no case shall the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.
- B. A unit member who is promoted from one job class on the Operations-Support Services Unit members' Salary Schedule to a higher job class will be placed on the step of the higher salary grade which is at least one (1) full salary grade or approximately five percent (5%) (or, if there is no such step, seven and one-half [7.5%]) in amount above the unit member's salary exclusive of special pay additives at the time of promotion. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.
- C. If a service increment is not immediately due at the time of promotion to a higher job class, it will be credited in the higher job class on the same date it would have been credited in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the unit member has already reached the maximum step on the salary grade of the lower job class, a new service increment date will be effective on the anniversary date (first [1st] day of the month in the month promoted for unit members promoted between the first [1st] and fifteenth [15th] of the month; first [1st] day of the month following the month promoted for unit members promoted on or after the sixteenth [16th] of the month), and additional service increments due will be granted beginning one (1) year thereafter until the maximum salary for the job class is reached.

**Article 7- Wages
(continued)**

- D. A unit member who voluntarily accepts a demotion and who is promoted to the former higher job class within thirty-six (36) months will be placed on the step of the appropriate salary grade that was held prior to such demotion.
- E. A unit member temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class for more than four (4) workdays within a fifteen (15) calendar day period will receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by the Classification and Compensation Director.

Section 13: PROMOTION - BUS DRIVERS' SALARY SCHEDULE

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

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

- B. A unit member who is promoted from School Bus Driver to Extraboard Bus Driver will be placed on the step of the higher salary grade which is approximately five percent (5%) (or, if there is no such step, seven and one-half percent [7.5%]) in amount above the unit member's School Bus Driver salary exclusive of special pay additives (with the exception of split shift differential which will be considered part of salary) at the time of promotion. If a service increment is due to the driver at the time of promotion, it will be credited and applied in the determination of the new salary step.
- C. If a service increment is not immediately due at the time of promotion to a higher job class, it will be credited in the higher job class on the same date it would have been credited in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the driver has already reached the maximum step on the salary grade of the lower job class, a new service increment date will be effective on the anniversary date (first [1st] day of the month in the month promoted for drivers promoted between the first [1st] and fifteenth [15th] of the month; first [1st] day of the month following the month promoted for drivers promoted on or after the sixteenth [16th] of the month), and additional service increments due will be granted beginning one (1) year thereafter until the maximum salary for the job class is reached.
- D. A driver who voluntarily accepts a demotion and who is promoted to the former higher job class within thirty-six (36) months will be placed on the step of the appropriate salary grade that was held prior to such demotion.

- E. A driver temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class for more than four (4) workdays within a fifteen (15) calendar day period will receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by the Classification and Compensation Director.

Section 14: PLACEMENT IN LOWER JOB CLASS

- A. When a permanent unit member is reassigned to a position in a lower job class in the same type of work at the unit member's own request or if a permanent unit member is demoted in accordance with Article VI of the Employment Regulations for the Classified Service step placement on the salary grade for the lower job class will be the same as it would have been if the original placement and entire district service had been in the lower job class. The increment due date will remain unchanged until the maximum salary for the lower job class has been achieved. If the reassignment is to a position in a lower job class with a different type of work, the step placement on the salary grade for the lower job class will be at the same dollar rate. If the rate does not appear in the lower salary grade, the unit member will be placed on that step that will result in the smallest reduction in pay from the current dollar rate.

- B. Permanent. When a permanent unit member is reassigned to a position in a lower job class resulting from a position classification review, or demoted in lieu of layoff, or for some other reasons in the district's best interest, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half salary grade to a whole salary grade, or vice versa, the unit member's

salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade because the maximum rate is less than the

unit members current pay rate, the unit member's salary, exclusive of any special pay additive, will be maintained as it was prior to demotion for a period not to exceed eighteen (18) months unless the maximum for the lower job class is changed to exceed the previously achieved salary. At the end of the eighteen (18) month period, the salary will be changed to the maximum for the lower job class. Permanent unit members so protected and who are assigned on a temporary basis, for up to ninety (90) calendar days, to a position in the job class from which he/she was demoted in lieu of layoff will be placed on the same salary step of the range of their job class as that held at the time of demotion. When such temporarily reassigned unit member is again moved to the lower job class, he/she will receive the same dollar rate as was originally protected and the original eighteen month period will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.

- C. Probationary. When a probationary unit member is reassigned to a position in a lower job class for any reason, the step placement on the salary grade for the lower job class will be determined in the same manner as in Section 14.A.

- D. Permanent/Probationary When a permanent/probationary unit member is reassigned to a position in a lower job class resulting from a position classification review, or demoted in lieu of layoff, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half salary grade to a whole salary grade, or vice versa, the unit member's salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear

**Article 7- Wages
(continued)**

in the lower salary grade because the maximum rate is less than the unit member's current pay rate, the unit member's salary, exclusive of any special pay additive will be maintained as it was prior to demotion for a period not to exceed the number of months of service in the job class from which the unit member is being demoted. At the end of this period, the salary will be changed to the maximum for the lower job class. A permanent/probationary unit member so protected and who is assigned on a temporary basis for up to ninety (90) calendar days, to a position in the job class from which he/she was demoted in lieu of layoff will be placed on the same salary step of the range for his/her job class as that held at the time of the demotion. When such temporarily reassigned unit member is again moved to the lower job class, he/she will receive the same dollar rate as was originally protected and the original period of salary protection will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.

E. Placement in Lower Job Class on the Bus Driver Salary Schedule

1. Placement in a lower job class, for the purposes of the Bus Driver's salary schedule, is defined as placement in a School Bus Driver or Extraboard Bus Driver classification after service in a job classification with a higher maximum pay rate.
2. A unit member who is reassigned to a School Bus Driver or Extraboard Bus Driver classification from a classification with a higher maximum pay rate at the unit member's own request or a permanent unit member who is demoted in accordance with Article VI of the Employment Regulations for the Classified Service will be placed upon the Bus Drivers' Salary Schedule at the same step as if the unit member's entire service with the District would have been in a bus driver classification.

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

Section 15: UNDERPAYMENTS AND OVERPAYMENTS

Each unit member is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the district shall, within five (5) workdays of such determination, provide the unit member with a statement of the correction and issue a supplementary warrant for the amount due. State law and the Bylaws of the Board of Education limit the time period for submitting claims due to underpayment of wages to one (1) year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment, the district is required to recover the total amount overpaid. The District will provide the unit member with a statement of a detailed description, of the overpayment including the calculations. The recovery schedule for the overpayment will include consideration to both the district and the unit member.

Section 16: HOURLY AND DAILY PAY CALCULATIONS

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

Section 17: PARTIAL-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS

- A. A newly-hired unit member will have the initial monthly pay adjusted to the number of days of service rendered multiplied by the daily rate. A terminating unit member will have the terminal monthly pay adjusted to the number of days of service rendered multiplied by the daily rate. Pay so determined for that month will not exceed the unit member's regular monthly rate.
- B. A unit member who is promoted or demoted other than on the first working day of the month will have the pay for that month prorated on the basis of the number of days worked in the month in each job class. In this instance only, the daily rate will be determined by dividing the monthly salary by the number of potential workdays in the month including mandated and declared holidays.
- C. Effective April 1, 1997, eleven (11) month School Bus Drivers and Extraboard Bus Drivers who are offered an extended year assignment of five (5) days or less past the end of their regular work year will have their pay calculated as follows:
 - 1. Assignments averaging half-time or more will be paid at the driver's current monthly salary times his/her current position equivalent.
 - 2. All other assignments will be paid at the driver's current monthly salary divided by 173.33 times the number of hours worked.
- D. Salary reductions for all unpaid time in accordance with negotiated contracts and district policy and procedure will involve a reduction in pay at the unit member's daily rate for each day of absence. Total reductions so determined will not exceed the unit member's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of working days in that month. Salary reductions for fifty percent (50%) sick leave will be at one-half (1/2) of the unit member's daily rate.
- E. A unit member changing mid-year from a conventional work year schedule to a year-round schedule (or vice versa) will have the conventional assignment pay calculation (based on the mid-month promotion rule above) and the year-round pay calculation (based on a daily rate) completed so as to result in equal monthly payments for the remainder of the school year. The initial pay in the new assignment will be a balancing payment.
- F. Year-round classified unit member monthly rates are determined in the following manner:
 - 1. The number of days of service in the traditional work year for the job class is multiplied by the daily rate, determined in accordance with the daily pay calculation method (monthly rate/173.33) x 8, to determine an annual salary.
 - 2. Inasmuch as the year-round assignment has the same number of paid days, the annual salary so determined is divided by twelve (12) to establish the year-round monthly rate.
- G. Unit members in a paid status at year-round schools for the entire work year shall be paid twelve (12) equal checks.
- H. Unit members will be paid on the last workday of the month.

Section 18: COMPENSATION FOR WORKSHOP PARTICIPATION

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

Section 19: UNIT MEMBERS TRANSFERRING BETWEEN SALARY SCHEDULES

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

8. HOURS OF EMPLOYMENT

Section 1: WORKDAY AND WORKWEEK

- A. The District recognizes the principle of an eight (8) hour workday and a forty (40) hour workweek for unit members employed on a full-time basis. The traditional workweek shall be Monday through Friday. For payroll accounting purposes, the traditional workweek calendar shall begin on Monday at 12:00 a.m. and end on the following Sunday at 11:59 p.m. The non-traditional workweek shall not exceed five (5) consecutive workdays starting any day other than a Monday. A change of assignment from a traditional workweek to a non-traditional workweek shall be based upon the efficient operation of the District and in accordance with this Agreement.
- B. The length of the workday and workweek shall be designated by the District subject to other applicable provisions in this Agreement. Each unit member shall be assigned a regular, ascertainable number of hours per week.

Section 2: ALTERNATIVE WORKWEEKS FOR FULL-TIME EMPLOYEES

- A. Requests for an alternative workweek will be considered provided there is adequate supervision for unit members working under that schedule and that the same or improved quantity and quality of service can be supplied at no additional cost to the District.
- B. The following alternative workweeks may be authorized for limited or continuing periods of time upon mutual agreement between the site administrator/department head and the affected unit members or when required for the efficient operation of a department or site. Affected unit members shall be given the opportunity to provide input. Modifications other than those listed below can be selected if they result in eighty (80) hours of paid time in a two (2) week period and are mutually agreeable to the unit member and supervisor.
 - 1. Forty (40) hour workweeks consisting of four (4) ten (10) hour workdays per week.
 - a. Whenever one or more holidays occurs in such a workweek, assignments, if possible, shall revert to an eight (8) hour basis for all other days in that workweek.
 - 2. Eighty (80) hours scheduled over a two (2) week period using a combination of eight (8) days at nine (9) hours, one (1) day at eight (8) hours, and one (1) day off.
 - a. Whenever one (1) holiday occurs on a scheduled nine (9) hour workday in such a workweek, the workweek shall be modified as follows:
 - Nine (9) eight (8) hour workdays, and one (1) eight (8) hour holiday, or
 - The workday which was scheduled to be an eight (8) hour workday is changed to a nine (9) hour workday while the hours scheduled for the holiday revert from nine (9) to eight (8).
 - b. Whenever one (1) holiday occurs on the scheduled day off in such a workweek, the workweek shall be modified as follows:
 - The scheduled day off is taken as a paid holiday and all other nine (9) workdays during the workweek revert to eight (8) hours, or
 - The scheduled day off is taken without pay, the eight (8) hour workday is taken as a holiday, and eight (8) days at nine (9) hours are worked.

**Article 8- Hours of Employment
Section 2 (continued)**

- c. Whenever two (2) holidays occur during a workweek, all ten (10) workdays or holidays in the workweek revert to eight (8) hours.
- C. Unit members assigned to an alternative workweek shall be eligible for all contract benefits accorded to all other unit members.

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

- A. All School Bus Drivers/Extraboard Bus Drivers shall be ten (10) month, eleven (11) month, and twelve (12) month drivers. The work year for drivers assigned on a ten (10) month consecutive basis, excluding holidays and non-student days, shall be at least two hundred seven (207) days in paid status. The work year for drivers assigned on an eleven (11) month consecutive basis, excluding holidays and non-student days, shall be at least two hundred thirty-nine (239) days. Ten (10), eleven (11) and twelve (12) month assignments do not guarantee a particular type of bus, program, or route to which a driver will be assigned. The District will meet with the Association and negotiate the workyear calendars when the academic calendars are established for the following academic year.

If the District determines it is necessary to provide workshops and/or training during non-student days during spring break when School Bus Drivers and Extraboard Bus Drivers are not scheduled, all School Bus Drivers and Extraboard Bus Drivers shall have the option to attend and be compensated at the workshop rate.

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

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

Section 5: SPLIT SHIFT WORK SCHEDULE

Split shift shall be defined as a continuous period of non-work time scheduled within the workday excluding lunch periods or rest breaks. Unit members assigned a split shift schedule may be eligible for differential compensation as defined in Article 7, Section 8.D.

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

- A. Whenever the District increases the workday or work year of a position, it shall offer the increases to the unit member with most seniority who holds the positions being increased in writing. Prior to permanent increases in the workday, unit members will be provided at least thirty (30) calendar days advance written notice of the change. Exceptions may be made in emergencies or by mutual agreement of the unit member and the supervisor. Prior to permanent increases in the work year, unit members will be provided at least thirty (30) calendar days advance written notice of the change.
- B. The District may temporarily assign a unit member to a work schedule not routinely worked by such unit member for a maximum of thirty (30) workdays unless otherwise mutually agreed to by the unit member and the supervisor. A unit member shall not be required to accept such assignment unless notified five (5) workdays prior to the effective date of the work schedule change.
- C. Unit members whose workday or work year is permanently increased shall, be given the right of first refusal to return to the former work schedule in the event that a vacancy should occur in the same classification within the same site or department at the former work schedule.

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

- A. Each unit member assigned for more than five (5) hours per day shall be entitled to an unpaid duty-free lunch period of thirty (30) minutes. Taking into consideration the unit member's preference and needs of the program/assignment, unit members who work more than five (5) hours, but less than six (6) hours per day may waive their lunch period upon mutual agreement of the supervisor and the unit member.
- B. Unit members shall not be assigned standby or other duty during the lunch period and are free to leave the work location during the lunch period.
- C. If the unit member's duty-free lunch period is interrupted concerning work-related matters, the unit member shall be entitled to extend his/her lunch period by the same amount of time resulting from the interruption(s).
- D. Times when unit members may take their unpaid duty-free lunch periods shall be determined by the unit member's supervisor taking the unit member's preferences and program/assignment needs into consideration. Normally, the lunch period shall be as close to the middle of the shift as feasible. Exceptions: Specific positions may be assigned to work a straight shift, including a paid lunch period, at the request of the department head and with the approval of the Association.
- E. No food service unit member who works three and one-half (3.5) hours or less shall be required to have a lunch period or a split shift except when mutually agreed to by the unit member and the unit member's supervisor.

**Article 8- Hours of Employment
Section 8**

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

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

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

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

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

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

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

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

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

- A. Drivers assigned for more than three and one-half (3 1/2) hours shall be entitled to a fifteen (15) minute rest break. Drivers assigned six (6) hours or more shall be entitled to thirty (30) minutes per day of rest break.

**Article 8- Hours of Employment
Section 12**

Drivers shall take their break time at their convenience providing that route schedules are not adversely affected. Drivers shall be entitled to fifteen (15) minute rest break periods but may elect to take their breaks in any other combinations desired provided each break is not less than ten (10) minutes in duration.

- C. If no opportunity exists within the driver's schedule to take the rest break(s) due, drivers will advise their supervisor in advance, if possible, to be authorized for payment in lieu of the rest break(s) missed. If a rest break is missed, drivers shall see their supervisor in a timely fashion for approval of payment for the break period. When payment is provided in lieu of a rest break, unit members shall not be required to remain at the workplace beyond their normal schedule in order to qualify for payment.

Section 12: SHORTENING OF THE ASSIGNED WORKDAY

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

Section 13: EARLY CALL-IN [Excluding Extraboard Bus Drivers]

- A. Occasionally, scheduled activities or unanticipated events may require early call-in of staff. Normally, a unit member called in to work early shall remain on duty until his/her regularly scheduled check-out time. A unit member may request permission to leave work early, upon completion of his/her regularly assigned number of hours per day. Unit members shall be compensated for any overtime worked as a result of an early call-in in accordance with Article 7, Section 7, of this Agreement. When unit members have been called in at irregular times, they should confer with their supervisors and arrive at a mutually acceptable schedule for the following shift(s).
- B. Unit members shall be informed by their supervisors whether or not they are being requested for an early call-in or a change in work schedule.

Section 14: CALL BACK

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

Section 15: OVERTIME

- A. The District reserves the right to assign overtime to any unit member in the unit and to compensate unit members for overtime worked in accordance with Article 7, Section 7. Under normal circumstances, unit members will be given twenty-four (24) hours advance notice of the need to work overtime. In emergencies, this advance notice will not be required. To the extent possible, overtime work and method of compensation (either overtime pay or compensatory time off) shall be decided by the unit member.

Rotation of overtime assignments among qualified unit members shall be among unit members within the same job classification by seniority at sites/departments. Any unit member who has taken advantage of, or waived, the overtime opportunity, shall move to the bottom of the rotation list. Rotation list shall be posted by site/departments in centralized location.

For Extraboards and School Bus Drivers, Section 21 (H) sets forth Base-plus scheduling for extra time, including extra time resulting in overtime.

**Article 8- Hours of Employment
Section 15 (continued)**

- B. When it is not practical or feasible to supplement the existing trained personnel in key jobs with temporary or redirected personnel, the District may mandate overtime in these key jobs for extended periods of time. Peak period overtime must be approved by the division head or his/her designee.
- C. Bargaining unit members shall have the right of first refusal for overtime within their classification.
- D. Except in an emergency, unit members will not normally be assigned overtime if they have used sick leave on the same workday that the overtime work is available.
- E. When compensatory time is earned, unit members shall be provided the opportunity to take such time off within six (6) months of accrual. If a unit member requests to take compensatory time off and the request is not granted during the six (6) month period, the unit member shall be paid for the accrued compensatory time. Compensatory time off records should be maintained in the appropriate department/site office.
- F. The District will annually communicate to all administrators, managers, and supervisors information on overtime compensation under state and federal law.

Section 16: SHIFT CHANGES [Excluding School Bus Drivers/Extraboard Bus Drivers]

- A. For purposes of this Section, a shift change shall be defined as a change in work schedule which results in the addition or deletion of a shift differential as define in Article 7, Section 8.A.
- B. Permanent unit members may request shift changes in their classification at their assigned site/department.
- C. When a vacancy occurs, the assignment shall be offered to the permanent unit member with the greatest classification seniority, provided the duties and responsibilities are not significantly different from those the unit member is currently performing. If unit member selection is to be made using criteria other than seniority, the supervisor shall notify the Association and meet with the affected unit member(s) to explain the selection criteria. Failure to accept an offered assignment will have no bearing on eligibility for future vacancies. The start date of the shift change will be by mutual agreement consistent with the needs of the District.

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

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

- A. Offers of a permanent increase in hours shall be in writing and based on program needs. Assignments of less than four (4) hours per day will be offered to Food Service Worker I's within their respective Food Service clusters. Assignments of four (4) or more hours per day will be offered to Food Service Worker I's within cluster. Assignments will be offered based on classification seniority and availability to work the assignment. In order to be considered, Food Service Worker I's must demonstrate the ability to perform the work.
- B. The status of a vacant position greater than two (2) hours will be noted on the posted assignment work schedule. When a vacant position is to be filled, it shall be filled as soon as possible.
- C. Updated lists indicating each Food Service Worker I's classification seniority shall be posted at each Food Service site. Such lists shall indicate seniority within the cluster.

**Article 8- Hours of Employment
Section 17 (continued)**

- D. Extratime and Overtime assignments that exceed a five (5) day consecutive assignment within the Food Services Department shall be issued by seniority within the cluster. The notice shall be posted in the same location as the cluster seniority list in each individual kitchen.

Section 18: TEMPORARY INCREASE IN HOURS, FOOD SERVICES

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

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

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

Section 20: RETURN TO WORK/LIGHT DUTY PROGRAM

- A. The District is committed to providing transitional work assignments for a limited period to assist employees who are temporarily restricted from performing their regularly assigned job duties due to an industrial or non-industrial injury or illness.
- B. Transitional work assignments are temporary job tasks that may be a modification of regular job duties or may be alternative job tasks outside the regular job's duties, classification and bargaining unit.

Transitional work assignments, without loss of regular pay, will be offered accordingly:

1. Transitional work assignments are made for a maximum of ninety (90) **calendar** days.

If within the first seven (7) calendar days of returning to work under the approved Return to Work Program the employee provides medical documentation that he/she must return to leave status, the ninety (90) consecutive calendar days will be paused until he/she is again approved to return to work under the Return to Work Program. In this case, upon returning the employee would continue his/her ninety (90) calendar days in the Program from where he/she left. An employee may only interrupt a Return to Work Program one time.

The District will provide those entering the Return to Work Program notice of their rights under this Section.

2. The work is within the restrictions that are outlined by the unit member's primary treating physician.
3. The Return to Work Coordinator, with the input of the unit member, will identify-transitional work assignments. Assignments may include work outside of the unit member's classification and bargaining unit.

**Article 8- Hours of Employment
Section 20 (continued)**

4. The transitional work assignment may be discontinued or changed as the unit member's restrictions are modified by the unit member's primary treating physician.
5. The transitional work assignment will not result in the displacement or reduction in hours for any other classified employee.
6. Unit members shall be given three (3) work days' notice prior to any change to the transitional work hours of assignment.
7. If the number of unit members qualifying for transitional work assignments exceeds the available work, priority will be given to unit members with industrially related injury or illness. The transitional work assignment of a unit member with a non-industrial injury or illness may be discontinued to accommodate a unit member with an industrially related injury or illness on a seniority basis within that classification.
8. Unit members participating in a transitional work assignment are responsible for notifying their transitional work supervisor in advance of all follow-up medical appointments and submitting documentation from their primary treating physician of any change in their medical status. Specifically, unit members shall submit leave requests and notification of leave to the transitional work supervisor.
9. Unit members will first be offered transitional work assignments at the regularly assigned site. If transitional work is not available at the unit member's regularly assigned site, all efforts will be made to make transitional work assignments as geographically close as possible to the unit member's regular work site.
10. The Return to Work Program coordinator will provide to the Association a monthly report of unit members who are participating in transitional work assignments.

Section 21: SCHOOL BUS DRIVERS/EXTRABOARD BUS DRIVERS

A. Definitions

1. Additional Work Assignment means work done on non-traditional workdays (weekends and holidays) or out-of-country work that results in more than three hours over base assignments
2. Base means a regular minimum number of daily hours approximately divided per week assigned and guaranteed at the time of employment.
3. Base-Plus means a temporary increase of work hours above the base.
4. Classification Seniority means the current total length of service in the classification from the classification seniority date, plus all seniority in higher-paid classifications.
5. Coord means the coordinating schedule showing driver, track, route and/or trip with assignments for a period of time, typically one (1) week in duration.
6. Demand-Response Assignment means an unassigned service requiring a driver that arises with less than twenty-four (24) hours' notice.

Article 8- Hours of Employment
Section 21 (continued)

7. District Seniority means current total length of service from the earliest classification seniority date in any classification.
8. Dry Runs means one or more trips/routes operated without student passengers for the purpose of instruction and practice by the driver, including preparation of left/right directions and familiarization with trip's/route's timing and bus stop locations.
9. Early-Out Days means minimum days identified by schools on which students are dismissed early each week.
10. Extended Year Assignments means assignments provided beyond a driver's nine-(9), ten (10) or eleven (11) month work year.
11. Field Trips means transportation services provided to and from off-campus locations.
12. Intersession means days when year-round schools are not in session during the traditional school year.
13. Late Activity means transportation services provided from school of attendance to school of residence after the regular PM bus service.
14. Non-traditional Workday Assignment means any assignment that includes or carries over into any part of a Saturday, Sunday or Holiday.
15. Pre-School Activities means transportation services provided prior to the start of the school year (i.e. transportation to and from athletics).
16. Physical Therapy Trips means transportation services to and from therapy centers.
17. Pupil Progress Reporting Days means school days with an early dismissal time for parent conferences.
18. Route means regularly scheduled series of stops that commences and ends with an empty bus.
19. School Finals Schedule Changes means changes in PM bus schedules caused by changes in school dismissal times during final examinations.
20. Seniority Ranking For purposes other than layoff, seniority ranking shall be determined in the following order:
 - a. Classification seniority.
 - b. District seniority.
 - c. Date a driver was hired as an exempt hourly driver, excluding employment prior to a break in service.
 - d. If a tie still exists, unit members' month and day of birth shall determine seniority.
21. Single-Tier Track means a track with no split shift.

**Article 8- Hours of Employment
Section 21 (continued)**

22. Tier means a period of work time consisting of a single route and/or trip or two or more routes and/or trips coupled together.
23. Track means a daily assignment that consists of routes and/or trips.
24. Trip means supplemental, non-recurring transportation services which is not part of an existing route.
25. Weekend and Holiday Assignment means any assignment that includes or carries over into any part of a Saturday, Sunday or a holiday.
26. Year-Round Track Changes means dates upon which single-track or multitrack school schedules begin or end.

B. Modified Workweek

1. The Parties agree that part-time School Bus Drivers and part-time Extraboard Bus Drivers may be assigned to modified schedules wherein the number of hours assigned may vary from day-to-day within the workweek.
2. Modified schedules are assignments containing the following: pupil progress report days; regularly scheduled early-out days; field trips; late activity transportation; physical therapy trips; school finals schedule changes; pre-school activities; and year-round track changes.
3. Other types of trips and/or assignments may be assigned modified schedules upon mutual consent of the District and the Association.
4. Such assignments to modified schedules are subject to the following limitations:
 - a. The total number of hours per week shall equal at least the total minimum number of hours per week assigned prior to placement on a modified schedule.
 - b. Drivers assigned modified schedules shall be entitled to overtime compensation as specified in Article 7, Section 7, of this Agreement.
 - c. Drivers assigned to modified schedules shall be entitled to holiday observance time or compensation equal to the time that would have been earned prior to placement on a modified schedule.

C. Work Schedule

1. At the time of employment, the driver's supervisor shall establish the driver's coord assignment. The driver will also be advised of their required hours of availability and maximum spread. Coord assignments for School Bus Drivers will be established within the driver's hours of availability and will not exceed the maximum spread. The maximum spread is defined as the greatest amount of time that may elapse from the first assigned clock-in to the last assigned clock-out of each workday.
2. For School Bus Drivers assigned thirty-five (35) or more hours per week, the typical assignment given will include a mid-day split of one (1) to three (3) hours. The length of the split may vary from day to day depending upon midday trips or routes assigned. The Drivers may be temporarily assigned to a single tier track.

**Article 8- Hours of Employment
Section 21 (continued)**

For employees hired under the attrition model as referenced in Section A of the SERP MOU dated March 29, 2017, a typical assignment may include a mid-day split. The length of the split may vary from day to day depending upon midday trips or routes assigned. The Drivers may be temporarily or permanently assigned to a single tier track.

3. The required Maximum Daily Spread for School Bus Drivers' with guaranteed base hours of 30 – 40 hours shall be limited to 12.0 Hours. This 12.0 Hour Maximum Daily Spread will be scheduled between 5:10 a.m. and 6:10 p.m. daily.
4. Twenty (20) Hour per Week Assignments:
 - a. Twenty (20) hour per week assignments are straight-through assignments with no lunch break required. The District is not obligated to pay a lunch break penalty, as noted in Article 8, Section 8B, when the driver is assigned within the stated hours of availability.
 - b. The District will require drivers in the twenty (20) hour per week (PM) positions to be certified on all buses. Effective July 1, 1999, any new driver assigned to a twenty- (20) hour per week (AM) position must be certified on all buses.
 - c. The District may reassign any twenty (20) hour per week driver from track to track after the Primary Coord.
 - d. The twenty (20) hour per week (AM) and (PM) positions will not exceed five (5) positions respectively, unless mutually agreed upon by the District and the Association.
 - e. Assignments to twenty (20) hour per week positions will be made based on a seniority basis.
5. School Bus Drivers may waive the availability and maximum spread restrictions by submitting a request and meeting with their supervisor to mutually determine when the change will occur. The waiver will continue until such time as the driver submits a request and meets with his/her supervisor to mutually determine when the restrictions will be restored. Waivers may not be rescinded, except for compelling reasons, from August 15 through December 31.

School Bus Drivers may elect either of the two following waiver options:

- a) Waive the availability, split and maximum spread restrictions.
- b) Waive the availability, split and maximum spread restrictions to 6:30 p.m.

If a Driver does not elect to waive the availability, split or maximum spread restrictions, his/her base hours shall not be reduced in retaliation.

6. A change in the coord assignment is defined as a modification of a driver's start and/or stop time. The coord assignment may be changed by the District under the following circumstances:
 - a. when mutually agreed to by the driver and the driver's supervisor,
 - b. in an emergency or sudden, urgent, or unexpected circumstances.

**Article 8- Hours of Employment
Section 21 (continued)**

- c. when the driver is given a minimum of five (5) calendar days' notice prior to a change in work schedule for coords beginning on Mondays,
 - d. when the driver is given a minimum of three (3) working days' notice prior to a change in work schedule for coords beginning on a day other than Monday,
 - e. when the driver is given a minimum of two (2) working days' notice prior to a change in work schedule to participate in training required by the District.
 - f. The Parties may agree to a pre-set time period where site-based instructional needs inhibit the regular noticing time frames, such as heavy PPR days. The Parties must mutually agree upon any special timelines beyond what is outlined in Section 21 C. The Parties agree to meet and confer once a semester regarding potential special timelines needed for noticing drivers during specific events in that semester.
7. Extraboard Bus Drivers shall be excluded from work schedule change notification but shall be entitled to a minimum of five (5) calendar days' notice prior to the effective date of a change in work shift. For purposes of this Subsection, a work shift shall be defined as "a.m., midday, p.m. and evening" as commonly practiced in the Transportation Department. Preference for available work shifts will be given to Extraboard Bus Drivers based upon seniority ranking.
8. School Bus Drivers/Extraboard Bus Drivers with equal base hours will be allowed the flexibility to trade tracks/shifts within each job class. Proposed track/shift trades must have the approval of the supervisor and be requested prior to the implementation of the coord. The District is not responsible for identifying or coordinating possible track/shift trades. This is solely the responsibility of the School Bus Drivers/Extraboard Bus Drivers involved. Such requests will not be unduly denied.
9. The driver's immediate supervisor shall discuss any problems affecting the implementation of work schedule changes with the driver.

D. Additional Work Assignments (within Transportation Services Department)

- 1. Rotation of additional work assignments among School Bus Drivers and Extraboard Bus Drivers will be maintained and posted weekly. The previous week's rotation list shall be posted alongside the current week's rotation list.
- 2. Non-traditional workdays (weekends and holidays). Assignments shall be offered to Extraboard Bus Drivers and School Bus Drivers on a seniority rotational basis.
- 3. Out-of-county work. Assignments shall be offered first to Extraboard Bus Drivers and then to qualified School Bus Drivers when the number of assignments exceeds the number of available Extraboard Bus Drivers.
- 4. For work performed on weekends and holidays, the driver shall be paid for the actual time worked or two (2) hours per tier, whichever is greater.
- 5. In order to qualify for extra work rotation, a driver must be in a monthly salaried position of one-half (1/2) time or more and be in active status for the coord during which the assignment is made.

**Article 8- Hours of Employment
Section 21 (continued)**

6. Drivers may apply at any time for inclusion on the extra work rotation list and are responsible for requesting inclusion on the list. If they fail to do so, they will not be offered extra work. Drivers removed from the list may reapply after the start of the next semester.
7. New hires will be excluded from the rotation list until they have successfully completed the Transportation Department's field trip inservice class.
8. Drivers will be removed from the rotation system when they notify their supervisor they no longer wish to be considered or, when they accept an offer and then miss-out.
9. When at the top of any additional workload assignment list a bargaining unit member accepts or declines an additional workload assignment, their name goes to the bottom of the rotation list.
10. Effort shall be made to minimize "demand response" trips on non-traditional workdays (weekends and holidays).
11. The rotation list will include driver information supplied through the driver assignment system. The driver information will include name, vehicle qualification, job classification (School Bus Driver and Extraboard) and indicate successful completion of the field trip inservice class. The system will maintain a one-year history of previous offers and driver responses. The rotation list will be updated as drivers' qualifications change.
12. Drivers entering the list will appear at the bottom of the list by seniority ranking. Any driver eligible to accept an extra work assignment will move to the bottom of the list whenever (s)he has taken advantage of, or waived, the additional work assignment opportunity.
13. The top name from the rotation list will be picked providing the driver has no conflict with existing assignments, has the necessary qualifications, and would not exceed the legal driving time limits.
14. At approximately 9:00 a.m. daily, notes will be placed in the mail boxes of drivers being offered extra work. The offer will remain valid until 5:00 p.m. or until the driver clocks out for the day, whichever is later. Failure to respond to notification will be considered a refusal of the offer.
15. Under the direction of the supervisor, the dispatcher will record the offer accordingly in the rotation system. Offers which expire will be automatically noted.
16. Upon accepting an offer, the driver will be allowed up to twenty (20) minutes prep time per trip. No dry run time will be allocated.

E. Demand-Response Assignments

1. A daily sign-up sheet shall be maintained indicating those monthly School Bus Drivers who are available for demand-response assignments.
2. The addition of a demand-response assignment shall not cause any driver to exceed maximum, legal daily driving and/or duty hours.
3. First priority for demand-response assignments shall be given to Extraboard Drivers then the following:

**Article 8- Hours of Employment
Section 21 (continued)**

- a. All monthly School Bus Drivers with paid unutilized time are considered and assigned first, where possible.
4. Second priority for demand-response assignments shall be given to available and qualified monthly School Bus Drivers on the sign-up sheet.
5. Third priority for demand-response assignments shall be given to available and qualified Substitute Bus Drivers on the sign-up sheet.

F. Cancellation of Additional Work Assignments on a Regular Workday

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

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

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

G. Cancellation of Additional Work Assignments on Weekends and Holidays

Drivers employed as School Bus Drivers and Extraboard Bus Drivers in the Transportation Services Department who accept weekend or holiday assignments will be compensated at the overtime rate in the manner as specified in Article 7, Wages, Section 7, subject to the following provisions:

1. If a driver reports for duty on a weekend or holiday and one or more previously scheduled tiers are canceled, the driver shall be compensated for two (2) hours per canceled tier.
2. If a driver is provided a minimum of forty-eight (48) hours' notice that a weekend or holiday assignment has been canceled, the driver will be maintained at the top of the Additional Work Rotation List. The driver will not be entitled to compensation for the canceled assignment.
3. If a driver is advised of a canceled assignment, but with less than forty-eight (48) hours' notice, the driver will be offered the following options:
 - a. Remain at the top of the Additional Work Rotation List, or

**Article 8- Hours of Employment
Section 21 (continued)**

- b. Accept overtime compensation at a rate equal to one-half (1/2) of the time scheduled for the canceled assignment, but not greater than four (4) hours of premium pay.

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

H. Temporary Increase in Hours – Base-Plus Scheduling

1. At the time of employment, each driver shall be guaranteed a regular ascertainable minimum number of hours per week, defined as the driver's salaried "base." Base hours for an extended year assignment may vary from the guaranteed base hours of the regular work year. Assignment of hours above the base will be a temporary increase in work hours and referred to as "Base-Plus." The District will provide vacation and sick leave accrual and additional holiday pay on a monthly basis when the Base-Plus hours result in an average of thirty (30) minutes or more of daily assigned time above the base (excluding holidays, weekends, and overtime hours).
2. Drivers shall be entitled to use leave benefits, delineated in Article 12, for all time assigned, excluding hours for which overtime compensation would be earned. Drivers not provided with a coord assignment indicating Base-Plus hours shall be presumed to be assigned their salaried base for computation of leave benefits.
3. During the year, two coords will be designated as "Primary Coords." Primary Coords will coincide with the beginning of the traditional school year, and the start of summer school/extended year. The District may designate additional Primary Coords to respond to significant increases or decreases-in the number of students transported.
4. Primary Coord Driver Assignment Rules. Within a group of School Bus Drivers having equal base hours, the longest track available in the type of bus requested (wheelchair, conventional or transit), will be assigned to the driver with the greatest classification seniority, subject to the driver's license/certificate restrictions and/or hours of availability. If an insufficient number of assignments in the type of vehicle requested are available, drivers with insufficient seniority ranking to obtain their requested assignment will be assigned to the longest track available for their base hours. School Bus Drivers who are absent on leave will not be assigned on the Primary Coord. unless the District has notification that the driver will return to work within thirty (30) calendar days of the implementation of the Primary Coord.
5. Assignment of new trips/routes to a coord, other than a Primary Coord, shall be made by seniority and the following criteria:
 - a. Assign trips/routes to appropriate bus size/type.
 - b. Assign trips/routes where time will fulfill base hour requirements.
 - c. Minimize time between trips/routes.
 - d. Minimize travel distance between trips/routes.
 - e. Minimize overtime.
 - f. Consider driver's waiver status, where applicable.
 - g. Proper driver qualifications for the trip/route.

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

**Article 8- Hours of Employment
Section 21 (continued)**

I. Increase or Voluntary Decrease in Guaranteed Annual Work Hours

1. While base hours are assigned at the time of hire, the parties acknowledge that Seniority Ranking is the primary factor in assignments. When increases in guaranteed annual work (either an increase in hours per day or increase in the work year) becomes available to the Transportation Department. Drivers will be offered these assignments within each classification on the basis of each driver's seniority ranking before utilizing the reemployment list.
2. Within the Transportation Services Department, when assignments with increased guaranteed annual work hours (either an increase in hours per day or an increase in the work year) become available, such additional hours shall be offered to Transportation Department drivers within each classification on the basis of each driver's seniority ranking. Should a driver decline such an offer, his/her seniority ranking for future offers shall not be affected.
3. It is understood that in order to be considered for the additional hours, and/or placement in the vacancy, the driver must: (1) hold the proper license, (2) have at least a satisfactory rating on his/her last performance evaluation, and (3) demonstrate the ability to perform the work.
4. The District retains the right to permanently increase the assigned workday and work year for any driver if such an increase is deemed to increase the efficiency or effectiveness, reduce the cost, or improve the level of service of the operation. A driver whose workday/work year is permanently increased shall receive a minimum of thirty (30) calendar days written notice. Such a driver shall, upon written request, be given the first right of refusal to return to the former work schedule in the event that a vacancy should occur in the same classification within the same department at the former work schedule.
5. Upon request of eleven (11) month school bus drivers in the Transportation Services Department, the district will offer on a seniority first basis, the opportunity to accept any existing vacant ten (10) month assignment, providing the new assignment is effective to coincide with the start of the regular school year. The district is not obligated to offer a requesting school bus driver an increase in annual work hours during the same school year where the unit member has already requested and received a reduction in annual work hours.

J. Maintenance of Base Hours

1. Maintenance of School Bus Driver Base Hours
 - a. Three hundred two (302) School Bus Driver positions will be maintained at no less than the hours and work year indicated below.

Upon any changes to state or federally mandated programs during the term of this Agreement which negatively impacts staffing set forth in this section, the Parties will negotiate on staffing levels set forth below.

**Article 8- Hours of Employment
Section 21 (continued)**

School Bus Driver Base Hours

Hours/Work year	Number of Positions to be filled
40.0 Hrs./11 Mos.+ 20.0 Hrs/12 th Mo.	15
37.50 Hrs./10 Mos. + 35.0 Hrs./11 th Mo. + 20.0 Hrs/12 th Mo.	15
37.50 Hrs./10 Mos. +35.0 Hrs./11 th Mo.	46
37.50 Hrs./10 Mos. + 32.50 Hrs. 11 th Mo.	81
32.50 Hrs./10 Mos. + 27.5 Hrs. /11 th Mo.	25
32.50 Hrs./10 Mos.	113
30.00 Hrs./10 Mos.	6
20.00 Hrs./10 Mos.	1

Total 302

*Hours per work week

- b. A driver choosing not to accept an increase in guaranteed annual hours from an eleven (11) month work year to a twelve (12) month will be maintained at eleven (11) months until such time as the position is vacated.
- c. A driver choosing not to accept an increase in guaranteed annual hours from a ten (10) to an eleven (11) month work year will be maintained at ten (10) months until such time as the position is vacated, at which time the position will be filled at eleven (11) months.
- d. A driver who is ineligible for an increase in guaranteed annual hours from a ten (10) to an eleven (11) month work year due to a less than satisfactory rating on his/her last evaluation will be maintained at ten (10) months until such time as he/she is eligible to receive an increase. The position shall be temporarily filled at ten (10) months in the interim.

2. Maintenance of Extraboard Bus Driver Base Hours

- a. Seventy (70) Extraboard Driver positions will be maintained at no less than the hours and work year indicated below:

Extraboard Driver Base Hours

*Hours/Work Year	Number of Positions to be Filled
40.0 Hrs./11 Mos. + 20.0 Hrs. /12 th Mo.	5
37.5 Hrs./11 Mos.	47
35.0 Hrs./10 Mos.	18

Total 70

* Hours per workweek

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

- b. The District will not reduce the number of Extraboard Bus Driver positions without the collaboration and agreement of the Association.

**Article 8- Hours of Employment
Section 21 (continued)**

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

3. **General Understanding**

- a. The District shall not reduce School Bus Driver positions/Extraboard Bus Driver positions below the number set forth in Section 21 J (1) or (2) so long as the District continues to contract with private carriers and/or continues the employment of drivers outside the classified service.
- b. If cutbacks in service are mandated by the Board of Education beyond those set forth in Section 21 J (1) or (2), the District will first eliminate use of all contract carriers and persons employed outside the classified service as bus drivers before eliminating or reducing the hours of employment/work year provided to district monthly drivers.
- c. The District will not reduce the number of Bus Driver Instructor positions, seven (7), without the collaboration and agreement of the Association.
- d. Nothing in this Agreement shall preclude the District from expanding employment beyond the hours, work years, and/or quantities of positions listed. The District may create and maintain School Bus Driver positions with less than thirty (30) base hours per week provided that the positions previously listed are maintained.
- e. School Bus Drivers and Extraboard Bus Drivers with thirty-five (35) hour/eleven (11) month positions will be considered for an increase in hours when the work sustains such an increase.
- f. A work year with a separate twelfth (12th) month guarantee is presumed to consist of two-hundred sixty (260) days; a work year with a separate eleventh (11th) month guarantee is presumed to consist of two-hundred thirty-nine (239) days; a work year with a separate tenth (10th) month guarantee is presumed to consist of two-hundred seven (207).
- g. The District and the Association agree not to replace existing School Bus Drivers and Extraboard Drivers with private carriers or persons outside the classified service.

- 4. The District and the Association agree not to replace existing School Bus Drivers and Extraboard Drivers with private carriers or persons outside the classified service.

K. **Extended Year Assignments**

- 1. Extended-year assignments will be offered, at a maximum guarantee of twenty-seven and one-half (27.5) hours per week, to School Bus Drivers and Extraboard Bus Drivers based upon their seniority rankings. Base hours guarantees shall not exceed the driver's regular position equivalency. This section does not supersede Article 7, Wages, Section 17.D.
- 2. The District shall determine driver certification. The District and the Association understand that summer assignment hours may differ from those of the regular school year.
- 3. Drivers who are unavailable to work at the start of an extended-year work period due to medical or industrial leaves of absence will not be considered for an assignment until such time as they are released by their physician to return to work. Upon return to work, the driver will be provided the longest track assignment available without displacing other classified drivers.

**Article 8- Hours of Employment
Section 21 (continued)**

L. Winter and Spring Recess

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

M. Dry Runs

1. When trip/route changes occur, School Bus Drivers are required to create and/or update left/right sheets to show the new directions between stops. All trip/route changes and modifications/revisions will be noted on the driver's assignment notification and trip/route manifests. Trips/routes that are new to the driver will be noted.
2. Before requesting any additional time for dry runs, the driver will first use "prep time" noted on the work schedule. If prep time is unavailable or has been exhausted, the driver may request authorization for dry run time. The supervisor/designee, in consultation with the driver, will determine if additional time is necessary based upon the following: (1) satisfactory prep time has been properly utilized, (2) the complexity of the new trip/route, and (3) the experience level of the driver. It is understood the supervisor/designee may determine a greater need for less experienced drivers to perform dry runs than for veteran School Bus Drivers. The supervisor/designee, in consultation with the driver, will determine both the need for additional time to be authorized, and the amount of time needed to dry run the route.
3. When a driver is authorized to perform a dry run outside the assigned workweek, it is understood the driver will first make every effort to schedule the dry run on a traditional workday in extratime status.
4. The District reserves the right to mandate that a dry run be performed when extraordinary concerns exist about the route requirements or the driver's ability to perform the route successfully without a dry run.

N. Mandatory Group Driver Meetings

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

O. Timekeeping Procedures

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

Section 22: MISS-OUTS

The District and the CSEA/OSS Bargaining Unit have an interest in addressing the issuances of "Miss-Outs" by management to employees within Transportation Services Department. The purpose of this Article is to create an understanding of the usage of tardies and miss-outs between the SDUSD Transportation Services Department, CSEA/OSS Bargaining Unit, and its membership.

Article 8- Hours of Employment
Section 22 (continued)

A. Definitions

1. Tardy: A tardy is defined as reporting to work six (6) minutes to ten (10) minutes after the assigned check-in time.
2. Miss-Out: A miss-out is defined as a computer indicator which denotes lateness, absence of a card swipe and/or failure to clock-in on time. While absent on sick leave, until members normally replaced by a substitute shall notify their supervisor, supervisor's designee or the automated call-in system of the absence at least one (1) hour prior to the beginning of the workday, unless conditions make notification impossible.

B. Usage

If an employee has a miss-out, a written notice will be issued to the employee. Neither tardies nor miss-outs are intended for disciplinary reasons; however, if a clear pattern of miss-outs is established, progressive discipline may be considered by the Department.

C. Timely Discipline

Discipline for a pattern of Miss-outs or Tardies shall be implemented in accordance with Article 16, Section 6.

9. HEALTH AND WELFARE BENEFITS

Commitment

The Parties shall work towards the Parties shared goals of reducing health care costs while providing quality health benefits. The Parties agree that financial crisis may require changes in the benefits structure. The Health and Welfare Benefits Committee as set forth in Article 9, Section 9, will work to fulfill the commitments above.

Section 1: HEALTH AND WELFARE BENEFITS

- a. For 2017-2018 contract year, the District shall continue to absorb the full cost of the benefit package.
- b. For 2018-2019 contract year, the District shall continue to absorb the full cost of the benefit package.
- c. For the 2019-2020 contract year, the District shall continue to absorb the full cost of the benefit package.
- d. The Parties acknowledge that during the term of the Agreement they may need to implement required changes necessitated by enumerated state and federal law or implementing regulations (such as the Affordable Care Act), but such negotiations shall not constitute a reopener by either Party.

Section 2. ELIGIBILITY

- A. Eligible unit members are those active unit members in paid status in monthly salaried positions of one-half (1/2) time or more or those unit members on paid leaves receiving fifty percent (50%) or more of full salary. Unit members on district-approved unpaid leaves may continue their medical, dental, vision and/or life insurance coverage by remitting the required fee to the District.

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

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

- B. Eligible dependents are:

1. A unit member's legal spouse (including those individuals meeting the requirements of this section) who has not entered a final decree of divorce or an annulment from the unit member and is not on active duty as a member of the armed forces or an unmarried unit member's same-sex domestic partner who is not on active duty as a member of the armed forces and is not legally married to another individual. It is understood that same-sex domestic partner coverage shall be subject to all eligibility rules and requirements established under this Agreement and that such rules and requirements shall extend to all plans and coverages provided in this Article whether contracted through the San Diego County Schools Voluntary Employee Benefits Association (VEBA), self-funded by the District or directly contracted by the District (A unit member's domestic partner and the domestic partner's children are not eligible for life and accident insurance coverage.)

The Parties' intent is to recognize that eligibility shall be determined in accordance with state law. As such, the Parties agree that during the term of the Agreement, unless and until there is a clarification or change in the law, domestic partners will continue to be eligible for the same benefits afforded legally married spouses. The Parties agree that a current unit member's domestic partner will cease eligibility for benefits at the end of the plan year during which the

Article 9- Health and Welfare Benefits
Section 2 (continued)

State Legislature clarifies or eliminates requirements regarding offering benefits to domestic partners and legally married spouses.

For the purpose of this section, filing of a Declaration of Domestic Partnership with the Secretary of State of California is considered equivalent to legal marriage. Where a Declaration has been filed by an employee and their domestic partner is considered to be in effect under state law, the term “legal spouse” shall be considered applicable, and supersede references to “domestic partner”, except as it applies to federal COBRA eligibility. Current state law allows Declarations to be filed by opposite sex domestic partners where one or both are over sixty-two (62) years old and meet the eligibility requirements for old age benefits under the Social Security Act.

2. For medical benefits: a unit member's unmarried child (including any stepchild, child of the unit member's domestic partner (as defined in Section 2.B.1), legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty sixth (26) birthday, is not covered for benefits as an employee, and is not on active duty as a member of the armed forces, and is not enrolled in another benefits plan. So long as it is consistent with the Affordable Care Act, effective January 1, 2014, eligibility shall include a unit member's child (including any stepchild, child of the unit member's domestic partner (as defined in Section 2.B.1), legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her twenty-sixth (26th) birthday.
3. For dental, vision and optional dependent life insurance, a unit member's unmarried child (including any stepchild, child of the unit member's domestic partner (as defined in Section 2.B.1), legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at least nineteen (19) years of age but less than twenty-five (25) years of age (less than twenty-three [23] years of age for optional dependent life insurance), is primarily dependent upon the unit member for support and maintenance, and attends an accredited college, university, or vocational/technical school as a full-time student. The vocational/technical school must be approved by the State Department of Education. Effective January 1, 2014, the maximum age for a unit members unmarried child shall be modified to “but less that twenty-six (26) years of age.”
4. A unit member's unmarried child (including any stepchild, child of the unit member's domestic partner (as defined in Section 2.B.1), legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at least twenty six (26) years of age, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of mental or physical disability incurred prior to age twenty-six (26).

C. Effective date and termination of coverage:

1. For unit members whose first day of paid service in a monthly salaried position occurs from the 1st of the month through the 15th of the month, coverage will commence on the first day of the month following the first day of paid service in a monthly salaried position. Unit members hired after the 15th of the month will become eligible for benefits effective on the first day of the second full month of employment.
2. Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later.
3. A unit member having established eligibility for district-paid benefits will have coverage for the balance of the month in which the last day in paid status occurs when separating from a bargaining unit position or initiating an unpaid, long-term leave of absence.

**Article 9- Health and Welfare Benefits
Section 2 (continued)**

4. For unit members subject to layoff, coverage will terminate on the last day of the month in which the effective date of the layoff occurs (except if the layoff occurs in June or July district coverage will continue through September 30 of the same year).
 5. Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.
 6. For purposes of beginning or terminating coverage, unit members who are on a Family Care Leave, or otherwise approved for district coverage by Board resolution, are treated as if the unit member is in paid status.
- D. If a unit member does not enroll for coverage for self and eligible dependents under a district-sponsored medical, dental, and/or vision plan within thirty-one (31) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next open enrollment period in October, November or another mutually agreed to date by the Parties.

Section 3. MEDICAL BENEFITS PLANS

- A. The District agrees that VEBA is the mutually agreed to Provider/Administrator through the term of the contract.
1. The Parties agree to enter into a Participation Agreement that will commit to participation in the VEBA throughout the life of the Agreement.
- B. Consistent with cost allocation set forth in Section 1 above, the District will provide three (3) medical benefit plan options if made available through the VEBA program or a mutually agreed upon provider to eligible unit members and eligible dependents:
1. Kaiser HMO
 2. United Health Care HMO
 3. United Health Care PPO
- C. The District shall pay the full cost of the VEBA medical plan option selected. In the event that the Parties mutually agree to select an alternative benefits program, the District shall pay the full cost of the agreed-upon medical plan options.

Section 4. DENTAL BENEFITS PLANS

- A. Consistent with the cost allocation set forth in Section 1 above, the District will provide three (3) dental benefit plan options to eligible unit members and eligible dependents. Current providers are:
1. Delta Dental PPO
 2. Western Dental Services
 3. Delta Dental HMO
- B. The District shall pay the full cost of the dental plan option selected consistent with the cost allocation set forth in Section 1 above, unless modified by the Parties.

Section 5. LIFE INSURANCE

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

Section 6. VISION PLAN

The Vision Service Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement, unless otherwise modified by the Parties. The District shall pay the cost of the vision plan options, consistent with the cost allocation in the Section 1 above.

Section 7. GENERAL

- A. Medical, dental and or vision records of unit members and their dependents relating to benefit claims shall be maintained only in the offices of the medical, dental, or vision providers/carriers or third party administrators contracted to provide claims processing and review services.
- B. When two (2) employees are spouses and are both eligible for a benefit plan based on their employment with the District:
 - 1. Under the medical, dental and vision plans provided under this Agreement, each spouse can cover the other as a dependent provided they are both employee members of the plan. Dependent children may be covered as dependents under both parents
 - 2. Under the medical plan dependent children may be covered as dependents under one parent of the other, but not under both.
- C. Unit members and unit members on leave of absence enrolled in the medical plans referred to in Section 3 or the dental plans referred to in Section 4 may elect to change plans only during the annual open enrollment period. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Section 3 or the dental plans referred to in Section 4 may elect to change plans only during the annual open enrollment period.
- D. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- E. A spouse of either a deceased unit member or retiree (who was receiving a monthly benefit under the Public Employees' Retirement System or State Teachers' Retirement System, at the time of his or her death) may continue participation in the medical and dental plans referred to in Sections 3 and 4. To qualify under this provision, all of the following requirements must be met:

Article 9- Health and Welfare Benefits
Section 7 (continued)

1. The unit member or retiree must have been covering his/her qualified dependents under one of the medical or dental plans referred to in Sections 3 and 4 at the time of his/her death.
 2. The spouse must notify the Employee Benefit Department within thirty-one (31) days of the date when coverage would normally terminate that coverage should be continued.
 3. Required contributions must be received by the Employee Benefit Services Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District.
- F. Unit members who are separated due to a reduction in force on or after may continue their group medical coverage for up to twelve (12) calendar months or eighteen (18) calendar months under COBRA beyond the date coverage would have normally terminated by paying the required fee to the District.
- G. In the event that a unit member's spouse waives medical coverage through another employer, in exchange for a cash payment, the unit member shall pay a one hundred dollar (\$100) per month payment for ten (10) months, up to one thousand dollars (\$1,000) per year, for as long as the spouse continues to receive cash in lieu of benefits from his or her employer (effective January 1, 2011).

Section 8. RETIREE MEDICAL FUND

- A. Effective October 1, 2014 the District shall deposit to the fund seventy-one thousand one hundred thirty two dollars (\$71,132 less advance deposits, if any, as described in Paragraph E below. This fund shall be used exclusively to reduce the monthly contributions paid by eligible retirees participating in a district-sponsored group medical plan by the amount established in Paragraph D below.
- B. A retiree who meets all of the following conditions will be eligible for this benefit.
1. Effective: September 1, 2010, retired OSS unit members shall receive a single contribution of seventy dollars (\$70.00) per month.
 2. The unit member immediately upon separation from the District began to receive a disability or service retirement benefit from the Public Employees' Retirement System (PERS) or State Teachers' Retirement System (STRS).
 3. The unit member had twenty (20) years of paid monthly salaried service with the District with a minimum of ten (10) years of service in the Operation-Support Services Bargaining Unit (excluding unpaid leaves of absence).
 4. The minimum age for eligibility in the Retiree Medical Benefit Fund is fifty nine (59) years of age. Notice to member benefits to participate must be given within thirty (30) calendar days of member's fifty ninth (59th) birthday.
 5. The unit member's retirement effective date with PERS or STRS is on or after June 1, 1987.
 6. The unit member is under age sixty-five (65) as of the retirement effective date with PERS or STRS, except that retirees age sixty-five (65) and over whose retirement effective date occurred after June 30, 1998, shall be required to enroll in/purchase both Parts A and B of Medicare to continue in this program.

Article 9- Health and Welfare Benefits
Section 8 (continued)

7. The unit member was covered under a district-sponsored group medical plan as a unit member immediately prior to the retirement effective date under PERS or STRS and chooses to maintain coverage under such plan as a retiree by executing the appropriate form and making the required contribution to the District no later than thirty (30) calendar days from the date of retirement.
- C. Eligibility for this benefit shall cease at the end of the month in which the retiree dies, reaches age sixty-five (65) or ceases to make the required contributions, whichever occurs first. The retiree may continue coverage in the district-sponsored medical plan beyond age sixty-five (65) by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.
- D. Annually, a new reduction in the monthly contribution shall be established by dividing the total amount of money in the fund (after the deposit made in accordance with Paragraph E) by the expected number of eligible retirees, divided by twelve (12). Effective January 1, 1994, such amount shall not exceed \$125.00 monthly. Effective January 1, 2000, such amount shall not exceed one-hundred forty (\$140.00) dollars monthly for retirees. The fund will only pay the actual cost of the medical premium if the cost is less than one-hundred forty (\$140.00) per month.
- E. If at any time the fund balance is not sufficient to provide for the monthly reduction established in Paragraph D, the District shall make advance deposit(s) as necessary to the fund to provide for the continuation of the established reduction through September 30 of the same year. If advance deposit(s) is (are) made, then on October 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous October 1.
- F. The Board of Education, as an elected body, shall provide for the management and control of the fund as a public trust. The District and the Association may establish a special committee to review the annual audit statement for the purpose of determining the integrity of the fund. Either party may request a quarterly meeting for audit review purposes.

Section 9. DISTRICTWIDE HEALTH BENEFIT COMMITTEE

- A. The Parties agree to the appointment of a Districtwide Health and Welfare Benefit Advisory Committee composed of two (2) representatives appointed by each employee organization/group involved. The District recognizes that the Association shall bring the Labor Relations Representative to the Health and Welfare Committee in an advisory capacity. The Committee shall work toward fulfilling the Parties' shared goal of reducing health care costs while providing quality health benefits. The Committee shall meet in accordance with a meeting schedule established by the Committee.
- B. The Committee will review District health and welfare benefit programs and have the opportunity to meet with plan providers and outside consultants to become informed on the plan provisions, financing, Agreements with providers and other appropriate plan details.
- C. The Committee may develop advisory recommendations from time to time regarding modifications to the health and welfare benefit programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group. Recommendations by the Committee that are intended to be part of the open enrollment shall be made no later than ninety (90) days prior to the start of open enrollment of the same calendar year. The date can be extended to allow a minimum of thirty (30) calendar days from the date the Committee receives all medical benefit premium amounts from the mutually agreed upon provider/administrator.

Article 9- Health and Welfare Benefits
Section 9 (continued)

- D. The Parties commit to bringing various cost savings options and supporting documentation associated with such changes to the Health and Welfare Committee, including but not limited to potential modifications to the medical benefits plans. The Committee continues to be empowered to suggest and recommend cost savings measures for consideration by the Parties. The Parties agree all recommendations will also be shared with the Board of Trustees and the Superintendent.
- E. The Parties agree that the Health and Welfare Committee will jointly attend training focused on working together to achieve cost savings in the medical plans while maintaining high quality benefits and providers for all District employees, from a jointly determined organization.
- F. During the term of this agreement, the Health and Welfare Committee will annually review plan modifications or other benefit changes and any potential cost savings measures. In the event the District realizes net savings as a result of such modifications or changes, the Parties agree to reopen Article 7 (Wages) for the purpose of providing a wage increase to the bargaining unit, inclusive of associated variable (statutory) benefit costs, in an amount, manner and timeline negotiated by the Parties at that time. The District shall provide the bargaining unit with the District's savings calculations per unit to the Health and Welfare Committee for its review prior to negotiations.
- G. The Committee shall review and make necessary recommendations regarding all contracts with carriers prior to adoption by the Board of Education.

Section 10. FLEXIBLE SPENDING ACCOUNTS

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

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

During an election period, unit members who wish to participate shall designate the portion of their calendar year salary which they wish to have redirected to a Health and/or Dependent Care FSA (up to a maximum per plan year up to the limits allowable under the law). Such amount shall serve to reduce the unit member's salary on a prorata basis each month except July and August.

An administrator mutually agreed upon by the Parties shall administer the FSAs. In accordance with IRS regulations, any money remaining in a unit member's FSA ninety (90) days after the close of the plan year shall be forfeited and shall be used by the District to offset the administrative costs of the Program. The Association reserves the right to review annually District records pertaining to any savings/expenses related to this Program.

10. SAFETY CONDITIONS OF EMPLOYMENT

Section 1: RESPONSIBILITY

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

Section 2: SAFETY TRAINING, EQUIPMENT, CLOTHING AND DEVICES

A. The District agrees to furnish safety equipment, clothing and devices required to maintain a safe and healthy environment for its unit members and to comply with all local, state, and federal statutes regarding such safety items. In turn, all unit members agree to comply with all safety rules, procedures and precautions and to use all furnished or required safety equipment, clothing or devices. The Association agrees to cooperate wherever possible in encouraging unit members to adhere to the spirit of this Section.

The District agrees to conduct necessary ergonomic studies as requested by employees or supervisors in work areas. Once requested in writing, the study shall be conducted within a reasonable period of time, but not to exceed thirty (30) workdays from request whenever possible. A copy of the study's results shall be provided to the Association and requestor.

B. The District will provide all unit members exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Such training will include, but not be limited to:

1. Procedures to prevent the spread of contagious diseases,
2. Operation of video display terminals (VDT),
3. Correct lifting procedures.
4. Safety training on all equipment prior to its use.

C. All unit members working in high risk positions and/or exposed to life-threatening, contagious diseases during the performance of their duties shall be provided adequate health protection.

D. Bio-hazard cleanup kits shall be maintained in all District vehicles used to transport students.

Section 3: NOTIFICATION OF UNSAFE/UNHEALTHY WORK CONDITIONS

A. All unit members shall notify their supervisors of unsafe or unsanitary conditions at any district work location or in any district vehicle. Unless an emergency exists, the report shall be made on a form supplied by the District. No reprisal of any kind shall be taken against a unit member as a result of reporting an unsafe work condition.

B. Supervisors shall promptly investigate any report of unsafe or unsanitary conditions. The Association representative and the site administrator or supervisor may jointly investigate any alleged safety or health problem in an attempt to arrive at a mutually satisfactory remedy. Within two workdays of the completion of the investigation, the unit member shall be provided written notice of the findings of the investigation and of any proposed remedy. If the unit member believes a safety or health problem continues to exist after

Article 10 – Safety Conditions of Employment
Section 3 (continued)

determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation and any findings with the Association representative in an attempt to resolve the issue.

- C. No unit member shall be required to work in unsafe/unhealthy working conditions.

Section 4: REFUSAL TO WORK UNDER UNSAFE CONDITIONS

A unit member may refuse to work in any situation which the unit member believes places him/her in imminent physical danger or reasonably endangers his/her health. In all such cases, the unit member shall report the condition to the site administrator or supervisor who will, as soon as possible, have an evaluation made of the complaint. The Association representative and the site administrator or supervisor may jointly investigate any alleged safety or health problem in an attempt to arrive at a mutually satisfactory remedy. While the evaluation and determination of the complaint(s) is being made, the unit member(s) will be given other assignments. Within two workdays of the completion of the investigation, the unit member shall be provided written notice of the findings of the investigation and of any proposed remedy. At that time, the site administrator or supervisor shall inform the unit member(s) to return to the original assignment or shall inform the unit member of an alternate assignment. If the unit member believes a safety or health problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation and any findings with the Association representative in an attempt to resolve the issue.

Section 5: APPROPRIATE SAFETY CLOTHING

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

- A. Unit members' respective supervisors and/or lead persons shall identify those assignments which require protective clothing
- B. Safety Clothing/Apparel Allowance/Provided
1. The District shall provide an annual boot allowance of no more than three hundred (\$300) dollars to cover the costs of up to two (2) pairs of the appropriate boot or foot gear for the employees working in the job family/general category of the following:
 - a) Asphalt Workers
 - b) Cement Crew
 - c) Saw Cut and Core Drill Operator
 - d) Freezer and Senior Freezer Worker
 2. All boots purchased with the District's boot allowance must be appropriate for the position and meet CalOSHA and ASTM (American Society of Testing Materials) standards.
- C. Unit members shall wear protective clothing while performing those assignments designated by the supervisor and/or lead person as requiring said clothing.
- D. Unit members wearing short pants or short-sleeved shirts may be required to carry with them, at all time, protective clothing in the form of long pants and long-sleeved shirts or coveralls.
- E. Unit members shall provide the required clothing at their own expense.
- F. Disputes regarding appropriate safety clothing that are not resolved at the site or department level will be referred to the District Safety/Health Action Committee for resolution.

Article 10 – Safety Conditions of Employment
Section 5 (continued)

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

Section 6: SITE SECURITY PLAN

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

Section 7: RECOVERY TIME FOR MAINTENANCE UNIT EMPLOYEE

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

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

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

Section 8: DEPARTMENT SAFETY/HEALTH ACTIVITIES

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

Section 9: DISTRICT SAFETY/HEALTH ACTION COMMITTEE

The Parties agree to the establishment of a joint Safety/Health Action Committee composed of an equal number of representatives to be appointed by the Association and the District. The Committee shall be jointly chaired by the District designee and a representative appointed by the Association. The Committee shall meet at the request of either party or no less than on a quarterly basis and at times which will least affect the efficient operation of the District. Association representatives shall be permitted reasonable release time to attend committee meetings. The purpose of the Safety/Health Action Committee shall be to review current or outstanding occupational safety concerns.

If the Safety/Health Action Committee determines an unsafe/unhealthy working condition exists, they will report their findings to the District Superintendent's designee, Safety and Risk Management Departments, and the supervisor/administrator of the affected site(s).

Section 10: PHYSICAL THREAT OR ASSAULT/BATTERY

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

Section 11: FREEZER WORKER

The Cold Storage Freezer is a unique working environment where the potential for safety hazards is greater than the normal work environment. Recognition of this fact requires provision of specialized safety equipment in conjunction with the proper operating procedures and consistent and timely performance of maintenance of the mechanical systems in use.

To that end, the District shall:

1. Continue to provide and maintain a separate warm up room for Freezer Workers which contains a heater and a separate entrance. The District and the Union will meet and determine any changes to the warm up room.
2. Supply lockers or lockable storage for Freezer Workers to secure their assigned gear. These lockers will be placed in an area mutually agreed upon by the Parties.
3. Provide two sets of appropriate protective safety equipment to personnel working within freezer temperatures at -19 degrees including but not limited to gloves, face masks, boots, jackets, thermals, and hard hats. Additionally, two extra sets of gear will be maintained for anyone asked to work TOC in a Freezer Worker position. Employees who purchase pre-approved materials for work use shall be reimbursed for the full cost of the pre-approved gear.

See Appendix I for Agreement dated March 14, 2011 regarding Freezer Workers and facilities.

Section 12: EXCESS TEMPERATURES IN THE WORKPLACE

When temperatures in the work place reach an unsafe level as prescribed by OSHA guidelines, employees shall be granted access to water, fans, shade, and additional rest periods as necessary.

11. PROMOTION, TRANSFER, TOC AND REASSIGNMENT POLICIES

Section 1: DEFINITIONS

- A. Promotion The upward mobility of a unit member from one class to a position in a class with a higher salary grade.
- B. Transfer A transfer is a voluntary change of an assignment of a unit member from one site or program to another site or program,
- C. Administrative Reassignment An administrative reassignment is an involuntary change of an assignment of a unit member from one site or program to another site or program,
- D. Job Family Two or more job classifications in the OSS bargaining unit requiring various degrees of skills, knowledge and abilities of similar or related subject matter.
- E. Food Service Unit Members Assignment location changes of food service unit members within the same cluster will not be deemed a transfer or reassignment under this Article. See Article 11, Section 6 and Article 5, Letter J.

Section 2: PROMOTION

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

When Temporary Out of Class (“TOC”) work experience is properly disclosed on the unit member’s District application, time worked in a TOC assignment should be considered experience in the same classification and counted toward meeting the minimum experience qualifications.

Section 3: INITIATION AND APPROVAL OF TRANSFERS AND ADMINISTRATIVE REASSIGNMENTS

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

Section 4: TRANSFERS

- A. Eligibility. A permanent or permanent/probationary unit member may request a transfer from one site or program to another within the same job classification or to a different job classification within the same job family at any time.
- B. Transfer to Different Classification. A unit member may request transfer to a position in a different classification within the job family if the position has the same or lower maximum rate of pay and is deemed to be sufficiently related in terms of skills, knowledge and abilities.
- C. Transfer Form. To receive consideration for a transfer, the unit member must complete and file a transfer request form with the Human Resources Services Division. A separate form shall be used for each classification desired.

Article 11 – Promotion, Transfer, TOC and Reassignment Policies
Section 4 (continued)

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

Section 5: ADMINISTRATIVE REASSIGNMENT

- A. An administrative reassignment may be requested by the unit member's supervisor or department head when he/she deems a reassignment would be in the best interests of the unit member or the District. The reasons for the reassignment shall not be arbitrary or capricious.
- B. The principal/department head must meet with the unit member to discuss the proposed reassignment. Before any request for an administrative reassignment is acted upon, the unit member must also be advised in writing (with copies provided to the Human Resources Officer or designee, and the unit member's division head) that an administrative reassignment is being recommended and the reasons for the reassignment.
- C. Upon request, within ten (10) workdays of receipt of the notice of a proposed reassignment, the unit member, will be provided an opportunity to meet with the Human Resources Officer or designee, and the principal/department head or designee to discuss the proposed administrative reassignment.
- D. Efforts will be made to implement reassignments in a timely manner. However, approved reassignments will be implemented with consideration given to site/department needs, unit member preferences and availability of appropriate vacancies.

Section 6: ASSIGNMENTS WITHIN CLUSTERS, FOOD SERVICES

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

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

Article 11 – Promotion, Transfer, TOC and Reassignment Policies

Section 7

Section 7: PERFORMANCE EXPECTATIONS

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

Section 8: RETURN TO FORMER CLASSIFICATION

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

Section 9: ORDER OF REASSIGNMENT

- A. Unit members who must be reassigned due to declining enrollment or reduction in staff shall be reassigned in order of least seniority within the job class, unless a more senior volunteer in that class is available. Unit members in the affected classifications should be made aware of the opportunity to volunteer for the reassignment. Normally, a more senior unit member shall not be permitted to volunteer for reassignment without the approval of the Human Resources Officer or designee, if the unit member is currently on an action plan or is facing pending disciplinary action. A unit member being reassigned shall not be required to participate in the competitive interview process.
- B. Unit members reassigned under this provision will be given their choice of existing vacant positions in their classification or, if no vacancy exists, unit members may exercise their rights under Article 17, Layoff and Reemployment. If neither of these options results in a job placement, unit members shall be provided an interview for the first vacant position within the job family for which the unit member meets the minimum job qualifications. The right to a job family interview shall be limited to the first thirty (30) calendar days following the effective date of the elimination of the unit member's original position.

Section 10: CLOSING SCHOOLS

Unit members who must be reassigned due to the closing of a school will be given their choice of existing vacancies in their classification. The order of choice shall be by seniority within classification.

If no vacancy exists, unit members may exercise their rights under Article 17 Layoff and Reemployment.

Section 11: SCHOOL CONSOLIDATION

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

- A. The District shall identify the authorized positions for the consolidated school(s) by classification, special training and experience appropriate to program needs.
- B. Unit members in all of the schools affected by the consolidation may request placement in any of the identified position openings for which they have the required service in classification, training and experience.

Article 11 – Promotion, Transfer, TOC and Reassignment Policies
Section 11 (continued)

- C. For position vacancies, incumbent qualified classified unit members will be selected in order of their seniority.
- D. Unit members reassigned under this provision will be given their choice, by seniority within classification, of existing vacant positions in their classification or, if no vacancy exists, unit members may exercise their rights under Article 17, Layoff and Reemployment. If neither of these options results in a job placement, unit members shall be provided an interview for the first vacant position within the job family for which the unit member meets the minimum job qualifications. The right to a job family interview shall be limited to the first thirty (30) calendar days following the effective date of the elimination of the unit member's original position. If additional authorized positions are created by the consolidation, selection of additional unit members shall be accomplished under the provisions of the Employment Regulations for the Classified Service.

Section 12: TEMPORARY OUT OF CLASS (TOC) ASSIGNMENTS

A unit member temporarily assigned to perform higher-level duties not reasonably consistent with those prescribed for their regular job class for more than four (4) workdays within a fifteen (15) calendar day period shall receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such assignment; the amount of adjustment shall be the same as would be provided by regular promotional rules, as determined by the Human Resources Services Division.

The District acknowledges that TOC assignments are typically utilized when a vacant position exists, an absence occurs, or there is a need for higher level duties to be performed. The district supports that departments create transparent processes for TOC assignments.

The District recognizes the benefit of employees experiencing TOC assignments and considers it a priority to provide the TOC opportunity amongst qualified personnel.

TOC assignments are utilized when a vacant position exists, an absence occurs, or a specific project needs to be completed. In an effort to meet the efficient operations and staffing levels and to provide a clear, fair, consistent and equitable process the following steps shall be implemented.

It is not the intent of the District to utilize TOC as a means to circumvent the promotional or layoff and reemployment rights of unit members.

A. TOC General Information process

1. TOC's involve assignments of higher level duties not consistent with the employee's current job classification.
2. The need for a TOC assignment is determined on a case by case basis.
3. Compensation for a TOC assignment will be in accordance with the Collective Bargaining Agreement and San Diego Unified District policy.
4. Employees who would like to be considered for a TOC assignment must provide a letter of interest to the relevant department/division designee.
5. District employees interested in a TOC assignment must be in current job classification for a minimum of one year.

Article 11 – Promotion, Transfer, TOC and Reassignment Policies
Section 12 (continued)

6. CSEA shall be provided a monthly listing of all current and planned TOC assignments, including estimated assignment timelines, at CAC meetings. If for some reason the CAC meeting is cancelled, the information will be sent to CSEA Chapter President.

B. Letter of Interest for TOC Assignment

1. A letter of interest should include types of work, classifications, and assignments she/he feels qualified for. An employee may submit a letter of interest for TOC assignment at any time. Letters are submitted to the employee's immediate supervisor/manager.
2. Letters of interest will be centrally maintained by the Department/Division. Letters of interest will be held for up to two years for review and consideration, with all letters of interest being purged on June 30th of the second year after submission.
3. The employee may elect to withdraw or modify their letter of interest at any time.

C. Filling a position with a TOC

When a determination has been made that there is the need for a TOC assignment, the supervisor and manager will make their selection from the pool of candidates from letters of interest submitted.

1. In consideration of a TOC assignment, management shall review and consider the Human Resources Services Department's most current recruitment list for the job classification in which the TOC assignment is available.
2. Supervisors and/or managers will consider all qualified candidates and relevant information as to the needs of the TOC assignment.
3. All final approvals for TOC assignments will be made by the manager.

D. Duration of TOC

TOC assignments will be executed for not more than a 90 day period. There may be instances when due to business necessity, the District continues TOC assignments beyond 90 days, but not more than 120 total days without mutual agreement of the Parties. Assignments estimated to last longer than 90 days will be identified monthly, with discussion of extensions and/or rotations and a timeline for a permanent solution to the work of TOC assignments at the CAC. The District shall make every effort to notify the Association not less than 15 days before the anticipated end of a TOC Assignment which extends beyond 120 days of its intent to extend or rotate the TOC assignment further.

12. LEAVE POLICIES

Section 1: SCOPE OF LEAVE POLICIES

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

Section 2: SICK LEAVE

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

nine- (9-) month unit members	109 days
ten- (10-) month unit members	110 days
eleven- (11-) month unit members	111 days
twelve- (12-) month unit members	112 days
- Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted. This Section G shall not apply to unit members having full-salary sick leave in excess of the limits shown above.
- H. When a permanent unit member exhausts both full-salary and any half-salary sick leave time allowances, he/she may request a health leave of absence without pay for a definite period of time not to exceed one (1) year, subject to renewal for a period up to a total of two (2) years. Requests must be accompanied by a physician's statement of incapacity. Return to duty is dependent upon the physician's statement of recovery.
 - I. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under the District's sick leave plan.

Article 12 – Leave Policies
Section 2 (continued)

- J. A unit member shall notify his/her supervisor or designee of any intended absence. One notice to the unit member's supervisor or designee of the unit member's intent to be off consecutive workdays shall meet the requirements for notification for the entire period absent if so specified at the time of initial notice. The supervisor may require the unit member to explain and/or provide proof that notification was not possible.
- K. While absent on sick leave, unit members normally replaced by a substitute shall notify their supervisor, supervisor's designee or the automated call-in system of their absence at least one hour (1) prior to the beginning of the workday, unless conditions make notification impossible. School Bus Drivers, Extraboard Bus Drivers, Delivery Service Drivers, Building Services unit members, Truck Drivers, Food Services Truck Drivers, and Food Service unit members are unit members requiring substitutes.

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

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

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

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

Section 3: SICK LEAVE INCENTIVE

- A. Those unit members having perfect attendance (not using their annual sick leave allotment of nine [9], ten [10], eleven [11], or twelve [12] sick leave days) during one complete fiscal year (July 1 through June 30) shall be entitled to one (1) paid day of leave for personal, professional improvement (PPI) during the next fiscal year.
- B. Attendance records for eligible unit member's personal, professional improvement (PPI) day will be maintained by their site or department. The PPI day requires prior approval and should be used at times resulting in the least disruption to school/programs.
- C. The PPI day does not accrue from year to year and must be taken prior to June 30. If a unit member's request for the use of the PPI day is denied and the denial results in the loss of the PPI day, the unit member shall be paid for the day.
- D. Unit members using personal necessity leave for observance of religious holiday(s) (maximum of three [3] days per school year) will continue to be eligible for the sick leave incentive.

Section 4: SCHEDULED HOLIDAYS

- A. The following paid holidays will be observed:
- | | |
|--------------------------------|------------------------|
| Independence Day | Christmas |
| Labor Day | New Year's Eve Holiday |
| Admission Day* | New Year's Day |
| Veteran's Day | Martin Luther King Day |
| Thanksgiving Day | Lincoln Day |
| Post-Thanksgiving Holiday | Washington Day |
| Pre- or Post-Christmas Holiday | Memorial Day |

*A one- (1-) day floating holiday will be authorized for unit members who are in a paid status on Admission Day. This floating holiday is to be used at any time on or after Admissions Day with the prior approval of the principal or department head. This holiday does not accrue from year to year and must be taken by June 30 of the fiscal year in which it is earned. Exception: Twelve (12) month building services unit members may take their floating holiday beyond June 30 of the fiscal year in which it was earned, but prior to Admission Day of the next fiscal year.

- B. Unit members in part-time positions shall be paid for holidays in proportion to the time their employment bears to a full-time position.
- C. Floating Holiday for Bus Drivers/Extraboard Bus Drivers. Floating holidays will be requested prior to April 1. If the driver has not taken the floating holiday for the year by June 30, the floating holiday will be converted to vacation hours at the unit member's average Base-Plus hours for the month of September of the fiscal year in which the floating holiday is earned.
- D. Actual dates of observance for the duration of this Contract for the holidays enumerated in this Section shall be established by the District in consultation with the Association.

Section 5: PAY FOR HOLIDAY WORK

- A. Work performed by bargaining unit members on legal or declared holidays shall be considered as overtime without regard to the number of hours worked on other days of that week and shall be compensated in accordance with the overtime provisions of the salary schedule (See Article 7, Section 7). A unit member who works on a holiday and receives holiday pay will not receive an additional day off.
- B. School Bus Drivers/Extraboard Bus Drivers. Pay earned for legal or declared holidays or floating holidays will be adjusted when the average hours worked on regular workdays (excluding overtime) exceeds the guaranteed base assignment by thirty (30) minutes or more per day. The adjustment will occur on a monthly basis. The additional pay earned will be added to the driver's extratime earnings.

Section 6: VACATION

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

APPROXIMATE NUMBER OF VACATION DAYS PER YEAR/ASSIGNMENT YEAR

YEARS OF SERVICE	MONTHS OF SERVICE	HOURS PER MONTH	DAYS PER YEAR		
			12 MONTH	11 MONTH	10 MONTH
1 - 4	1 - 48	8.00	12.0	11.0	10.0
4 - 9	49 - 108	11.07	16.6	15.2	13.8
9 - 12	109 - 144	13.08	19.6	18	16.4
12 - 13+	145 or more	14	21	19.3	17.5

- B. Unit members in part-time positions shall earn vacation in proportion to the time their assignment bears to a full-time position.
- C. The maximum accumulation of vacation shall be 328 hours for each unit member. Each unit member shall be responsible for monitoring his/her own vacation balance to ensure that it does not exceed the maximum accumulation. A unit member may be required by his/her supervisor to use vacation in order to avoid reaching the maximum accumulation.
- D. Unit members who have reached the maximum accumulation of vacation, or may exceed the maximum vacation accrual allowed during the next pay period, will be provided with the opportunity to use earned vacation leave. If a unit member's request for vacation under these circumstances is denied and the denial results in the loss of accumulated leave, the unit member shall be paid for the actual amount of accrued vacation time lost.
- E. Upon separation, a unit member shall be entitled to lump sum payment for all accumulated but unused vacation hours. Unit members who terminate before serving six (6) months shall not be entitled to any accumulated vacation.
- F. Unit members may request their vacation at any time during the school year including Intersession, Winter, Spring and Summer recess periods. Vacation requests shall not be unduly denied; however, unit members shall only be allowed to schedule their vacation with the prior approval of the unit member's supervisor. Ten- (10-) and eleven- (11-) month unit members may be required to take their vacation during winter and spring recess periods. When two or more unit members request the same vacation period and cannot both/all be accommodated, vacation shall be considered on a first-come, first-served basis. Normally, unit members shall submit their written requests at least five (5) workdays prior to the date(s) they wish to use vacation. For School Bus Drivers and Extraboard Bus Drivers, the Transportation Services Department will post and maintain a master calendar of vacation authorized.
- G. Principals/department heads shall, when possible, grant vacation requests from Building Services unit members for dates when school is in session. To enable the use of vacation, throughout the school year, particularly when students are in attendance, the District shall fund four (4) days of substitute vacation coverage for each Building Services unit member, beginning the 1999-2000 fiscal year and each fiscal year thereafter.
- H. Unit members shall not take their vacations in increments smaller than one (1) hour.

Article 12 – Leave Policies
Section 6 (continued)

- I. A unit member, who while on vacation, has a death in the immediate family as defined in Article 12, Section 7, shall have the right to use bereavement leave and, if necessary, personal necessity leave to substitute for vacation during each day affected.
- J. A unit member who, while on vacation, has suffered a disability, injury or illness shall have the right to use sick leave credits to substitute for vacation during each day of such disability. A statement from a licensed physician fulfilling these requirements may be required by the supervisor.
- K. Permanent ten- (10-) and eleven- (11-) month unit members in the second through sixth year of vacation entitlement will be permitted to accumulate a negative vacation hours balance. Full-time unit members can accumulate a maximum negative balance of forty (40) hours. Part-time unit members can accumulate a maximum negative balance equal to five (5) months of vacation accrual to a maximum of forty (40) hours. When negative vacation balances exceed forty (40) hours or if a unit member separates with a negative balance, the payroll docking process occurs.
- L. Unit members on approved medical leave who have exhausted their full-salary sick leave may use vacation leave. Substitute coverage is limited for those job classes where substitute coverage is normally provided during sick leave.
- M. School Bus Drivers/Extraboard Bus Drivers
 - 1. Drivers will be allowed to request an August "vacation leave assignment." The hours of the assignment will be in whole-hour increments and will not exceed the unit member vacation leave accrued prior to the start of the assignment. When a driver requests this option, no driving assignments will be made for the entire vacation period.
 - 2. Part-time drivers may elect to take their vacation leave in excess of their guaranteed base hours per day. This leave taken shall not exceed eight (8) hours per day and shall be in whole-hour increments. This option is available for vacation periods coinciding with a coord cycle and during winter and spring recess.

Section 7: IMMEDIATE FAMILY

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

Section 8: PERSONAL NECESSITY LEAVE

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

- A. Death in the Immediate Family. Personal necessity leave may be used after bereavement leave is exhausted.
- B. Death of a Close Friend or Relative (not included in the definition of immediate family). Unit members may use one (1) day per fiscal year to attend the funeral of a close friend or relative not included in the definition of immediate family.

Article 12 – Leave Policies
Section 8 (continued)

- C. Accident. A unit member may be released from duty when an accident involving the unit member, their immediate family, or property requires attention during scheduled work hours. The unit member may also be released from duty when their home is in imminent danger such as fire or flood.
- D. Court Appearance. When a unit member appears in court as a litigant or as a witness.
- E. Family Illness. The supervisor may require verification by a physician if during duty hours a unit member needs to be present during a serious or critical illness of an immediate family member.
- F. Religious Holiday. Five (5) workdays in advance, a unit member may request three (3) religious holidays of their faith per fiscal year. The supervisor may require proof of observance.
- G. Birth or Adoption of a Child. A father, upon the birth, and a father or mother, upon the adoption of a child, may use personal necessity leave.
- H. Circumstances Beyond Unit Member's Control/Acts of Nature. A unit member may be precluded from reporting for duty as a result of unpredictable and verifiable acts of nature or any other unpredictable and verifiable circumstances beyond the unit member's control.

In the event of a wide spread catastrophic event affecting employees of the District, (fires, floods, mudslides, earthquakes or other) the Superintendent or his/her designee **may** grant paid time leave to bargaining unit members who have suffered the loss of or significant damage to their primary residence. In addition, affected bargaining unit members may **use** accrued vacation leave, available personal business leave, and/or up to fifteen (15) days of unpaid leave.

- I. Family School Partnership Leave Participation in the unit member's children's school activities as described in Section 15 of this Article.
- J. Personal/Family Responsibility Unit members may use up to three (3) days of Personal Necessity Leave in order to attend to a compelling personal/family responsibility which requires the immediate presence of the unit member during the workday.

Section 9: LONG-TERM LEAVE OF ABSENCE

- A. Long-term leave of absence without pay may be granted to permanent unit members for a period of up to one (1) year, not exceeding two (2) full school years beginning from the date of the leave except as otherwise provided in this Section. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave and, except in cases of emergency, should give notice prior to the date on which the leave is to begin. Probationary unit members are only eligible for military leave and pregnancy leave.
- B. Leaves may be granted for:
 - 1. Professional Study A professional study leave may be granted to a unit member for a formal education program which offers a potential benefit to the District and the unit member. The District may require proof of the unit member's registration and participation in the formal education program.
 - 2. Travel Travel leaves may be granted for educational purposes.

Article 12 – Leave Policies
Section 9 (continued)

3. Opportunity Leave Unit members may be eligible for an opportunity leave for the purpose of improving job-related skills and knowledge benefiting the unit member and the District.
4. Service to Other Public Agencies Unit members may serve another public agency in a capacity benefiting the District and the unit member which may include elected or full-time public service positions.
5. Other Leaves Unit members may be granted leave for the purposes that benefit the District.
6. Service to Professional Associations (excluding employee associations) Unit members may be granted a leave for the purpose of serving a local, state, or national professional organization in an elected or staff capacity.

C. Leaves shall be granted for:

1. Parental Leave A leave of absence without pay will be granted for the purpose of childbearing, adoption, and/or child rearing. The following types of parental leaves are available:
 - a. Pregnancy A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and except in cases of unforeseen circumstances, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.
 - b. Male Parental Responsibility A male unit member is entitled, upon request and verification of child's birth date, to a long-term parental leave to begin at any time between the birth of his child and one (1) year thereafter.
 - c. Adoption A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving defacto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption including any court appearance.
2. Home Responsibility Leave An unpaid leave of absence may be granted when there is a demonstrable need for the service of a unit member in caring for a member of their immediate family as defined in Section 7 of this Article.
3. Opportunity to Substitute A unit member on parental leave or home responsibility leave of absence may be employed as a day-to-day substitute.
4. Health Leave Upon exhaustion of all paid leaves, a health leave without pay will be granted to a permanent unit member upon submission of a physician's statement of the unit member's incapacity. Return to duty is dependent upon a physician's written approval to resume normal duties as reviewed by the District's physician in consultation with the unit member's physician.
5. Family Care Leave/Family and Medical Leave Act
 - a. For purposes of this section only, the following definitions shall apply:

Article 12 – Leave Policies
Section 9 (continued)

- (1) Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a unit member standing "in loco parentis" who is either under eighteen (18) or age eighteen (18) or older and incapable of self-care because of a mental or physical disability at the time the FMLA leave is to commence.
- (2) Parent means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood "in loco parentis" to the unit member when the unit member was a child.
- (3) Spouse means the legal husband or wife of a unit member.
- (4) Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider. Under the FMLA, the continuous treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or a chronic health condition. Other conditions may meet the definition of continuing treatment.
- (5) Health Care Provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which he/she practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services.
- (6) Covered Service member means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Family Care/ FMLA Leave to care for

the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

b. **With the exception of Family Care Leave taken for the purposes of parental leave as set forth in Section (e) below**, Family Care Leave shall be granted, subject to the restrictions set forth in this section, to a unit member who has served the District for at least **one (1) continuous year** and has provided at least one-thousand two-hundred fifty (1,250) hours of service in the twelve- (12-) month period prior to the request for such leave. Family Care Leave may be granted only for the following reasons:

- (1) Birth of a child of the unit member;
- (2) Adoption of a child by the unit member;
- (3) Foster care placement of a child with the unit member;
- (4) Care of a child, parent, spouse, or domestic partner who has a serious health condition;
- (5) Unit member's own serious health condition;

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Section 9 (continued)

- (6) Military Caregiver Leave; or
 - (7) Qualifying Exigency Leave.
- c. Any Family Care Leave a unit member takes will be counted concurrently towards the unit member's annual leave entitlements under the Federal Family and Medical Leave Act of 1993 (29 U.S.C. §§ 2601 et.seq.) (except for any leave taken under the FMLA for disability on account of pregnancy, childbirth or related medical conditions) and the California Family Rights Act of 1991 (Government Code § 12945.2), as amended.
- d. Duration of Leave The Family Care Leave shall not exceed a total of twelve (12) workweeks within a twelve- (12-) month period, as calculated from the first date on which the unit member utilizes such leave.
- e. Family Care Leave for Birth, Adoption or Foster Care
- (1) Family Care Leave granted for the birth, adoption or foster care placement of a child must be initiated within one (1) year of that birth, adoption or foster care placement.
 - (2) **A unit member may use sick leave for purposes of parental leave for a period of up to twelve (12) workweeks.**
 - (3) **When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act “CFRA,” the unit member shall receive fifty percent (50%) differential pay for the remaining period for up to twelve (12) workweeks of parental leave.**
 - (4) **The leave available to both full-time and part-time unit members who have completed twelve (12) months of employment with the District. There is no requirement that the employee work one thousand two hundred fifty (1,250) hours in the previous twelve (12) months.**
 - (5) **This paid leave runs concurrently with unpaid parental leave under CFRA and the federal Family and Medical Leave Act (FMLA) for a total of twelve (12) workweeks during any twelve (12) month period.**
 - (6) **This parental leave is available to both parents and/or registered domestic partners. However, if both parents and/or registered domestic partner are District employees, they have a combined twelve (12) weeks period and must decide how to share the twelve (12) weeks of parental leave. These unit members will continue to be eligible to take the remainder of their individual twelve (12) week allotment for Family Care Leave for a purpose other than the birth, placement for adoption or foster care of a child.**
- f. Family Care Leave Related to Serious Health Condition of Unit Member, Spouse, Domestic Partner, Parent or Child Leave related to the serious health condition of the unit member or his/her child, parent, spouse or domestic partner may be taken intermittently or on a reduced work load schedule when medically necessary. In such a case, the unit member may be required to take the leave for periods of particular duration of the planned medical treatment.
- g. Military Caregiver Leave: An eligible employee who is a spouse, son, stepson, daughter, stepdaughter, parent, or next of kin of a covered servicemember with a serious injury or illness

Article 12 – Leave Policies
Section 9 (continued)

up to a total of (twenty-six) 26 workweeks of unpaid leave during a single (twelve-)12-month period to care for the servicemember. An eligible employee may take more than one period of (twenty-six) (26) workweeks of leave to care for a covered servicemember with more than one serious injury or illness only when the serious injury or illness is a subsequent serious injury or illness.

- h. **Qualifying Exigency Leave:** A family member of a service member on covered active duty or call to active duty is eligible for up to (twelve) 12 weeks of unpaid leave during a (twelve-) 12-month period for qualifying exigencies arising out of the fact that the employee’s spouse, son, stepson, daughter, stepdaughter or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Qualifying exigencies include: Short notice of deployment; military events and related activities; childcare and related activities; financial and legal arrangements; counseling; and post deployment activities. An employee may also take up to five (5) days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.
 - h. Request for Family Care Leave If the need for Family Care Leave is foreseeable, the unit member shall provide written notice and request for such leave at least thirty (30) calendar days in advance. If the need for Family Care Leave is not known thirty (30) calendar days prior to the date the leave must begin, the unit member shall provide written notice and request for such leave within two (2) workdays of learning of the need for the leave. In the case of an emergency, when written notice and request for leave cannot be provided in advance, written notice must be provided as soon as practicable. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member should make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of District operations, subject to the approval of the appropriate health care provider.
- (1) In conjunction with any written notice and request for Family Care Leave due to the serious health condition of the unit member or to care for a child, spouse, domestic partner or parent to his/her immediate supervisor certification from the health care provider of the person requiring care that includes:
- (a) Date the serious health condition commenced;
 - (b) Probable duration of the condition;
 - (c) Estimate of the amount of time the health care provider believes the unit member needs to care for the individual, if the leave is due to the serious health condition of a child, spouse, domestic partner or parent; and
 - (d) Statement that the serious health condition either warrants the participation of the unit member to provide care or renders the unit member unable to perform his/her job functions.
- (2) If Family Care Leave is required beyond the initial estimated date provided by the health care provider, the unit member shall submit a new written notice and request for Family Care Leave before any additional leave will be granted. In addition, the unit member must submit a new certification from the relevant health care provider.

Article 12 – Leave Policies
Section 9 (continued)

- (3) If the District has any reason to doubt the validity of any health care provider's certification, the District may require, at its own expense, that the unit member obtain the opinion of a second health care provider designated by the District. In the event the second health care provider's opinion differs from the original certification, the District may require, at its own expense, that the unit member obtain the opinion of a third health care provider approved jointly by the District and the unit member. The opinion of the third health care provider shall be final and binding on the District and the unit member.
- j. Return to Work As a condition of reinstatement for a unit member who has taken Family Care Leave because of his or her own serious health condition, the unit member must provide the District with a certification from his/her health care provider certifying that the unit member is able to resume work.
- k. Reinstatement to Position A unit member returning from a Family Care Leave/ FMLA leave shall be reinstated to the same position he/she held when the leave began or to an equivalent position with equivalent pay and other terms and conditions of employment. The District, however, shall not be required to reinstate a unit member returning from a Family Care Leave if, during the unit member's leave, the same or comparable position ceases to exist because of legitimate business reasons and, had the unit member not taken Family Care Leave, he/she would not otherwise have been employed at the time reinstatement is requested. A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to his/her seniority. Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member.
- l. Concurrency with Sick Leave and Vacation All Family Care Leave is unpaid. The exceptions are that:
- (1) A unit member may elect or the District may require the unit member to utilize accrued vacation and compensatory time hours for Family Care Leave in lieu of unpaid status; and
 - (2) If the unit member is taking Family Care Leave due to his/her own illness, the unit member may elect, or the District may require the unit member to utilize accrued sick leave hours for Family Care Leave in lieu of unpaid status.
- m. Seniority Rights Unit members shall continue to accrue seniority while on leave.
- n. Health and Welfare Benefits The District shall continue to provide the health and welfare benefits as provided in Article 9 during the Family Care Leave to a unit member who is otherwise eligible for such benefits. However, a unit member who fails to return from such leave or who works less than thirty (30) days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the unit member does not return to work is due to the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to additional Family Care Leave (either affecting the unit member or the unit member's child, spouse, domestic partner or parent) or other circumstances beyond the control of the unit member. The District, however, will not provide such health benefits for a unit member for any leave period beyond twelve (12) weeks unless these benefits are specified by other provisions of this Agreement such as paid illness leave.

Article 12 – Leave Policies
Section 10 (continued)

- D. The unit member will retain any prior sick leave accumulated, but will not accumulate additional sick leave rights during the unpaid leave of absence.

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

- A. Health and Pregnancy Leaves A unit member returning from leave shall be:

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

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

- B. Parental Leaves, (Male Parental Responsibility and Adoption) and Home Responsibility Leave A unit member returning from leave shall be:

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

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

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

1. Returned to the position formerly held, if vacant;
2. Returned to a position of equal classification level and of similar requirements of ability and skills, if available;
3. May request voluntary acceptance of a position in a lower salary grade, if available; or
4. If none of these alternatives is available, the unit member's name shall be placed at the top of the eligibility list for his/her job class for one (1) year. When vacancies occur in his/her job class, the unit member shall be considered with the top five (5) eligibles on the list.

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

- E. Travel, Opportunity, Service To Other Public Agencies, Service To Professional Associations (Excluding Employee Associations) and Other Leaves Upon expiration of the authorized leave, the unit member shall

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Section 10

be placed at the top of the eligibility list for his/her job class for one (1) year. When vacancies occur in his/her job class, the unit member shall be considered with the top five (5) eligibles on the list.

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

Section 11: PERSONAL BUSINESS ABSENCE

A. Two-Hour Absence (Paid)

1. A unit member may be excused from duty subject to the approval of the supervisor for personal business for up to two (2) hours in any workday without loss of pay for medical/dental appointments and occasional personal matters that cannot be handled outside the employee's regular work hours. Such supervisor's approval shall not be unreasonably denied.
2. Requests for personal business leave should be approved in advance and shall be limited to personal reasons which cannot reasonably be handled outside the unit member's regular hours.
3. Unit members shall attempt to use personal business leave at times during their work shifts when the least disruption will occur to their site/department and when coverage can most easily be provided.

B. Two-Day Absence (Paid)

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

C. One-Month Absence (Unpaid)

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

Section 12: ABSENCE ON DISTRICT BUSINESS

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

Section 13: BEREAVEMENT LEAVE

Absence without loss of salary for a period not to exceed five (5) days, may be granted to a unit member upon the death of a member of his/her immediate family or that of the spouse.

Section 14: MILITARY LEAVE

- A Unit member shall be granted a military leave of absence for the period of required service. A unit member granted military leave of absence who has a minimum of one (1) year of service with the District

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Section 14

immediately prior to the date on which the leave begins shall be entitled to receive his/her salary for the first thirty (30) calendar days of military duty.

- B. Unit members assigned less than a twelve- (12-) month work year should request military duty training orders for periods other than their assigned work year or provide satisfactory documentation that this requirement could not be satisfied.
- C. Return from Long-Term Military Leave. The unit member, upon release from active duty, shall have the right to return to his/her position after release from active military duty in accordance with the following:

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

Upon such return, the unit member shall have all rights and privileges he/she would have enjoyed if he/she had not been absent due to service in the armed forces; however, the unit member shall not be entitled to salary for the period he/she was on leave except as noted in Section 14A.

Section 15: FAMILY SCHOOL PARTNERSHIP ACT LEAVE

- A. A unit member who is a parent, guardian, or custodial grandparent of one or more children in Kindergarten through Grade 12 shall be permitted to take up to forty (40) hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of his/her children attends under the following circumstances:
 - 1. The unit member may elect to utilize existing vacation (if applicable), personal business leave, personal necessity leave, or time off without pay for this purpose.
 - 2. The unit member shall give reasonable advance notice to his/her immediate supervisor of the planned activity including the date and anticipated duration of the unit member's absence.

Section 16: JURY DUTY

The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall require verification of jury duty time prior to or subsequent to providing compensation for time spent on jury duty. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required as specified below.

A unit member called for jury service or examination on a regularly scheduled workday shall be excused from work that day if the actual time of jury service or examination, including a reasonable amount of travel time,

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Section 16 (continued)

equals or exceeds three-fourths (3/4) of the hours in the unit member's normal shift. If excused from jury service or examination before serving three-fourths (3/4) of the hours in the unit member's normal shift, the unit member shall be required to return to work for that number of hours which when added to the time of jury service or examination equals the unit member's normal shift for that day.

Section 17: COURT APPEARANCE

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

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

Section 18: ASSOCIATION CONFIRMATION

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

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

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

Section 20: CLASSIFIED CATASTROPHIC LEAVE BANK [Effective November 14, 2007]

- A. The purpose of the Classified Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by unit members suffering from a catastrophic illness or injury.
- B. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from reporting for duty. Unit members who may not perform their regular duties, but who are able to perform alternate or modified work are not eligible for catastrophic leave unless the District is unable to provide such alternative or modified work.
- C. Membership in the Catastrophic Leave Bank
 - 1. The unit member who wishes to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one full salary vacation day to the bank annually, in order to be a member of the Bank for the calendar year in which the donation is made.

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Section 20 (continued)

However, nothing herein shall preclude a unit member from making greater than a one (1) day donation annually.

2. Donations shall be solicited annually during the month of January, for membership during that calendar year (January through December). However, nothing herein shall preclude any eligible unit member from donating to the Bank at any time. If a unit member elects to donate to the Bank at a time other than the annual open enrollment period of January, the unit member will be a member of the Bank for one year from the date in which the donation was received.
 3. In order to be a member of the Bank, the unit member must be a permanent employee of the district. Probationary employees are not eligible for membership.
 4. It is the unit member's responsibility to make an annual donation to the bank in order to maintain membership.
 5. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.
 6. The unit member acknowledges that the donation is irrevocable.
 7. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.
 8. Donations to the Catastrophic Leave Bank will not adversely affect a unit member's eligibility for the sick leave incentive provided under this Agreement.
- D. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:
1. The unit member must have exhausted all paid leaves, except half-salary sick leave.
 2. The unit member must have donated at least one (1) full salary sick leave or one (1) full vacation day to the Bank annually and must initially be a member of the Bank for at least one-hundred and twenty (120) days prior to being approved to withdraw days from the Bank. **The one-hundred and twenty (120)-day waiting period may be waived if unanimously approved by the Presidents' of each participating bargaining unit.**
 3. The unit member must submit a written application to withdraw days from the Bank to the Division Head or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The Division Head or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.
 4. The Parties encourage unit members who may be eligible for disability payments under the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to apply for benefits at their earliest opportunity. Upon approval of PERS or STRS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.

E. General Provisions

1. Withdrawal of Days from the Catastrophic Leave Bank
 - a. Applicants may request up to twenty (20) full salary, donated leave days from the Catastrophic Leave Bank which may be used prior to exhausting their half-salary sick leave benefits. An additional twenty (20) days may be requested only after the unit member has exhausted all half-salary sick leave benefits, for a maximum of forty (40) days to be used per catastrophic illness or injury.
 - b. Applications will be accepted and processed on a first-come, first-served basis.
 - c. Unit members may receive only one credit of forty (40) days in any one (1) year period. Any unit member who has accessed forty (40) days in any one (1) year period shall not be approved for additional withdrawals from the Bank in a subsequent year until all other pending applications have been processed.
2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.
3. Unit members receiving any compensation under Worker’s Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.
4. A unit member whose application for paid catastrophic leave is denied may request that the decision be reviewed by the Contract Administration Committee (CAC). The CAC shall ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member’s application. The CAC’s decision shall be final and binding.
5. Days from the leave bank shall be authorized on a first-come first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.

F. Either Party may request a review of the program annually, in October, and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Association and adoption by the Board of Education. If during the annual review, it is determined that that Bank has maintained a balance sufficient to sustain withdrawals for the upcoming year, current members of the Bank will not be required to make an annual donation in order to maintain membership for that calendar year.

G. The provisions of Sections 20.D.3. and 20.E.5. which relate to the application process and the approval of applications for the use of days from the leave bank shall not be subject to the grievance procedures contained in Article 14 of this Agreement.

13. PERFORMANCE EVALUATION PROCEDURE

Section 1: PURPOSE OF EVALUATION

The District and the Association agree that evaluation is the careful, systematic appraisal of unit member work performance through the use of Performance Evaluation Reports. Evaluation provides a basis for unit member development through counseling and assistance promoting greater work efficiency and higher levels of unit member morale. The evaluation process is a method of measuring a unit member's performance against the identified standards of the position (defined as the factors on the Performance Evaluation Report form). The evaluation process is also a way to support a unit member's professional growth and development. The District shall establish and maintain a continuing constructive program of unit member performance evaluation. The program shall include provisions for preparing written evaluations and a means of making the results of the evaluations known to unit members.

Section 2: SCHEDULED PERFORMANCE EVALUATIONS

- A. Performance Evaluation Reports shall be completed prior to the end of the sixth (6th) month and at least one (1) month prior to completion of the probationary period. For the purposes of this Section, a permanent unit member who is probationary in classification shall be evaluated in the same manner as a probationary unit member.

“Permanent” unit member’s Performance Evaluation Reports shall be completed every two (2) years from date of the unit member’s previous evaluation. In the event that an evaluation is not performed within two (2) years of the unit member’s last evaluation, the unit member will be considered to have met the performance standards for that evaluation period.

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

Section 3: SPECIAL PERFORMANCE EVALUATION

- A. A special Performance Evaluation Report for a unit member may be prepared at any time by his/her supervisor with at least two (2) workdays notice to the unit member. Such evaluation reports may be used to provide a record of either a marked deterioration or a significant improvement in unit member performance or for recording formal commendations for outstanding performance.
- B. If a special evaluation indicates that the unit member's performance is not meeting standards, the evaluation shall include supporting documentation and shall specify improvements needed. At least one (1) follow-up evaluation shall be administered to assess the unit member's performance no later than three (3) months from the date of the special evaluation.
- C. A permanent unit member whose special evaluation indicated he/she did not meet performance standards shall, upon request, be provided with another special performance evaluation, providing at least three (3) months have elapsed since the unit member's last evaluation.

**Article 13 – Performance Evaluation Procedure
Section 3 (continued)**

- D. If Human Resources Services Division determines a negative evaluation comment or rating does not have supporting documentation that includes dates and specific conduct, then the evaluation rating and comment shall be removed.

Section 4: COUNSELING

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

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

Section 5: MISCELLANEOUS PROVISIONS

- A. Signing of the Performance Evaluation Report may not necessarily mean the unit member is in agreement with the evaluation but shall signify that he/she has reviewed the evaluation and has received a copy of it. All Performance Evaluation Reports will be forwarded to the unit member's permanent personnel file.
- B. No evaluation shall be made based on statements that cannot be investigated and verified.
- C. Performance Evaluation Reports will not impact a unit member's right to request a transfer.
- D. **Performance evaluations shall not be used in place of disciplinary action.**
- E. Any changes in performance standards will be made known in writing to affected unit members before implementation.

Section 6: EVALUATION APPEALS

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

If Human Resources Services Division determines a negative evaluation comment or rating does not have supporting documentation that includes dates and specific conduct, then the evaluation rating and comment shall be removed.

14. GRIEVANCE PROCEDURE

Section 1: DEFINITIONS

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

Section 2: LEVEL ONE - INFORMAL RESOLUTION - IMMEDIATE SUPERVISOR

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

Section 3: LEVEL TWO: PRINCIPAL/DEPARTMENT HEAD

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

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

- B. The grievance shall be filed on a form found in Appendix D, and is also available from the Association Representative or Human Resource Services Division. The written grievance shall contain:
 - 1. A description of the specific grounds of the grievance, including names, dates, times and places necessary for a complete understanding of the grievance.
 - 2. Citations of the provision or provisions of this Agreement which are alleged to have been violated, misinterpreted or misapplied.
 - 3. A listing of the reasons why the supervisor's proposed resolution of the problem is unacceptable.
 - 4. A listing of the specific action(s) requested of the District which will afford an appropriate remedy to the grievant.
- C. Upon receipt of the written grievance, the administrator shall schedule a meeting to discuss the issues raised in the grievance. The meeting shall be conducted within ten (10) workdays from the date the grievance is received by the administrator. The purpose of this meeting shall be to explore all sides of the issues giving rise to the grievance and to attempt to find a mutually-acceptable solution. The grievant shall have the right to be accompanied by his/her Association Representative at all scheduled meetings.

**Article 14 – Grievance Procedure
Section 3 (continued)**

1. If a mutually-acceptable resolution is reached at the meeting, the administrator shall initiate implementation of the resolution within five (5) workdays.
2. If a resolution is not reached at the meeting, the administrator shall issue a written response within ten (10) workdays of this meeting.

Section 4: LEVEL THREE - FORMAL - DISTRICT LEVEL

- A. The grievant may appeal the decision rendered by the principal or department head by filing the grievance form with the Human Resource Services Division within ten (10) workdays after receiving the decision. Information copies shall be sent to the grievant's principal or department head and the Association.
- B. The District and the Association shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.
- C. A conference shall be scheduled by the appropriate administrator in the Labor Relations Department within ten (10) workdays after receipt of the grievance. A conference shall be held within ten (10) workdays of scheduling or another date by mutual agreement of the Parties. All Parties may be represented at the conference.
- D. Within ten (10) workdays after the conference with the grievant, the appropriate administrator in the Human Resource Services Division shall render a proposed written decision, copies of which shall be sent to the grievant's principal or department head and the Association.

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

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

In any case in which the Association did not have a representative present at Step 3, the District shall not implement a proposed resolution of the grievance until the Association has received a copy of the grievance and has been given five (5) workdays within which to file a response. If the Association files a response, the division representative shall have five (5) workdays to consider that response and make any revisions to the written decision. If no response is filed by the Association, the decision of the division representative shall become the division head's final decision on the sixth (6th) workday following the rendering of the written decision of the division representative.

Section 5: LEVEL FOUR - MEDIATION

In the event the grievance remains unresolved after Step 3, the Association or the District may request that the State Mediation and Conciliation Service appoint a mediator to mediate the grievance. Any such request shall be made within fifteen (15) workdays after a Step 3 decision is rendered. Within ten (10) workdays of receipt of a request for mediation, the District or the Association shall file with the State a request for mediation and notify the other party of filing the request so as not to duplicate the work.

When necessary, timeline periods in Steps 3 and 4 will be automatically extended to meet the time constraints of the mediator.

Section 6: LEVEL FIVE - BINDING ARBITRATION

- A. If a grievance is not resolved at Step 3 or Step 4, the Association, upon written request of the grievant(s), may request a hearing before an arbitrator. The request shall be filed in the Human Resource Services Division within fifteen (15) workdays after the written decision of the division representative becomes effective.
- B. Within five (5) workdays after receipt of a request for arbitration, the Division Head, Human Resource Services Division, or designee, and the Association agree to meet and review the pending arbitration case. If no agreement is reached, the District shall request the State Mediation and Conciliation Service to supply a list of seven (7) arbitrators. The arbitrator shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be by lot.
- C. The costs of arbitration shall be borne as follows:
1. The District and the Association shall share equally in the payment for the services and expenses of the arbitrator.
 2. During any arbitration hearing conducted under this Agreement, the District agrees to release unit members without loss in compensation up to a single grievant and up to two (2) witnesses, unless otherwise mutually agreed between the parties.
 3. Upon mutual agreement, a qualified stenographic reporter shall be employed to record verbatim the hearing. Without mutual agreement, either party may employ and compensate such a reporter.
- D. Powers and limitations of the arbitrator shall be as follows:
1. The functions of the arbitrator shall be:
 - a. to hold a hearing concerning the grievance, and
 - b. to render a binding decision, within a reasonable period of time.
 2. The arbitrator shall have the power to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.
 3. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.
 4. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period to the fifteen (15) workday period for filing a grievance specified in Step 2 of this grievance procedure. The arbitrator shall have no power to render an award in any grievance arising before or after the effective date of this Agreement.

Section 7: GENERAL PROVISIONS

- A. A bargaining unit member involved in the filing of a grievance shall be provided such conference time for meeting with an Association staff representative, Association steward or other representative as defined in Article 3, Section 1, without loss of time, pay or benefits.
- B. If the representative of the grievant is a member of the bargaining unit, the district shall permit a reasonable amount of release time for the representative for the purpose of investigating and processing the grievance regardless of the outcome of the grievance.
- C. In addition to the conference time provided in Article 3, Section 2, and Article 14, Section 7.A., bargaining unit members involved in a grievance, or an Association steward also so involved, shall be allowed reasonable additional time for meeting with the district representative involved in trying to resolve the grievance as provided in Steps 1 and 2 of the Grievance Procedure.
- D. Designations of representatives will be in writing. Such designations shall be entered on the grievance form at Step 2.
- E. No party may be required to discuss any grievance if his/her representative is not present.
- F. The time allowances set forth in this grievance procedure may be extended by mutual agreement of the grievant or the grievant's representative and the Division Head, Human Resource Services Division, or designee. Conferences specified at Steps 2 and 3 may also be waived by mutual agreement.
- G. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- H. If the District does not render a written response within the limits set forth at any step of the proceeding, the grievant may advance to the next step.
- I. By mutual agreement of the Association and the Division Head, Human Resource Services Division, grievances involving an action by an administrator above the level of principal or department head may be filed at Step 3.
- J. Grievances shall be filed on a mutually agreeable form which shall be provided and made available by the Human Resource Services Division and the Association.
- K. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- L. Wherever under this grievance procedure documents are required to be served or filed on one party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered, was deposited in the United States mail with first-class postage property affixed, or was deposited in school mail and the date on which said action was taken. The "Proof of Service" shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for Proof of Service shall be provided by the District and made available by the Association or the Human Resource Services Division. A copy of the Proof of Service form may be found in Appendix D, and is also available from the Association Representative or Human Resource Services Division.

**Article 14 – Grievance Procedure
Section 7 (continued)**

- M. All grievance documents will be maintained in the office of the Division Head, Human Resource Services Division, separate from grievant's other records.
- N. Grievances may not be filed to challenge the Employment Regulations for the Classified Service, the Board of Education Rules and Regulations or District Administrative Regulations and Procedures, the determination of classification or any provision of state, local, or federal law.
- O. In the event a unit member exercises his/her right to present a grievance without the intervention of the Association any resolution of the grievance shall not be inconsistent with the terms of this Agreement, nor shall the District agree to the resolution until the Association has received a copy of the grievance and of the proposed resolution and has been given five (5) workdays to file a response.
- P. No grievance shall be filed by a unit member after the effective date of separation from the District.

Section 8: INCLUSIONS AND EXCLUSIONS

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

15. ORGANIZATIONAL SECURITY

Section 1: DUES DEDUCTIONS

Any unit member who is a member of the Association, or who applies for membership, may sign and deliver to the District and/or the Association an assignment authorizing deduction of membership dues and such other mutually-agreed payroll deductions as may be offered by the Association. Such authorization shall continue in accordance with the terms of that agreement. Pursuant to such authorization, the District shall implement a twelfthly dues deduction schedule in accordance with parameters established by the Association.

Section 2: ESTABLISHMENT OR CHANGES TO DUES SCHEDULE

- A. The Association may determine the dues schedule for all members of the Association. Changes to the dues schedule may be made by the Association without necessitating a new dues deduction authorization from any current member. The Association will give the District thirty (30) days advance notice of any changes in the dues schedule.
- B. Written authorization shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the authorization. Whenever there is a change in the amount required for the payment to the employee organization, the Association shall provide the employee with adequate data on the change sufficiently before the effective date of the change to allow the employee an opportunity to revoke the written authorization, if desired and permitted by the terms of the written authorization.
- C. In the event of a change, the Association shall provide the district with notification of the change at a time sufficiently before the effective date of the change to allow the employer an opportunity to make the necessary changes and with a copy of the notification of the change that has been sent to all concerned employees.
- D. The District shall rely on the information provided by the Association to add, cancel or change deduction authorizations and the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.

Section 3: PAYMENT OF MONIES

With respect to all sums deducted by the District pursuant to authorization of the unit member or union, the District agrees to remit promptly, but no later than seven (7) working days following each monthly pay date, such monies to the Association accompanied, without cost to the Association, by an alphabetical list of unit members from whom such deductions have been made, categorizing them by the type of deduction and specific amount. This listing will also include names of unit members added from the previous listing.

Section 4: NOTIFICATION OF MEMBERSHIP

- A. The Association certifies it has and will maintain individual employee authorizations, therefore the Association shall not be required to submit to the District a copy of the employee's written authorization in order for the payroll deductions described in this article to be effective, unless a dispute arises about the existence or terms of the authorization.
- B. The District shall rely on the information provided by the Association to add, cancel or change authorizations and the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.

Article 15 – Organizational Security

Section 5: MASS COMMUNICATIONS TO THE CSEA MEMBERSHIP

- A. If the District chooses to disseminate mass communications to bargaining unit employees or applicants concerning their rights to join or support CSEA, the District shall meet and confer with CSEA concerning the content of the mass communication. If the parties cannot reach an agreement and the employer decides to move forward with its proposed mass communication, it must also simultaneously distribute a communication of reasonable length provided by CSEA.
- B. In accordance with Government Code 3550, the District shall not deter or discourage bargaining unit employees or applicants from becoming or remaining members of CSEA.

Section 6: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that The California Public Employment Relations Board (PERB) adopts regulations which impacts the terms of this article it is the intent of the Parties to abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement. Upon request of the unit member, the Association shall provide a copy of the most current set of PERB regulations regarding this subject.

Section 7: HOLD HARMLESS

The Association agrees to indemnify, defend and save harmless the District, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold harmless provision is intended to apply to circumstances involving a third party challenge to the legality of the provisions of this Article and not to grievances or other disputes between the District and the Association involving the interpretation or implementation of these provisions.

Section 8: MISCELLANEOUS

- A. Deductions will start the next full pay period following the receipt of the notification of the dues authorization from the Association.
- B. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- C. In accordance with California Education Code 45168(a)(6), the District shall refer all requests for changes in membership to the CSEA San Diego Field Office or the bargaining unit's assigned CSEA Labor Relations Representative.
- D. Upon authorization by the Association, the District will deduct from the salary of unit member and make appropriate remittance for any other plans or programs approved by the Association.

16. UNIT MEMBER RIGHTS

Section 1: ACCESS TO PERSONNEL FILES

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

Section 2: PLACEMENT OF DEROGATORY MATERIAL IN PERSONNEL FILES

- A. Complaints made by any person regarding a unit member which are serious enough to become a matter of record shall be brought promptly to the unit member's attention. Unit members are entitled to know the identity of the source of all such complaints.
- B. Derogatory material shall not be entered in a unit member's personnel file unless and until the unit member is given notice and an opportunity to review, comment, and to have such comments attached to the material in question. The unit member shall be given a copy of the material and shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies only that he/she has read the material and does not necessarily indicate agreement with its contents. The unit member's review of such derogatory material, and a reasonable amount of time to prepare a written response, shall take place during normal business hours, and the unit member shall be released from duty without loss of pay for this purpose if necessary.

Section 3: NON-DISCRIMINATION

- A. Under this Agreement, neither the District nor the Association will discriminate against or harass any bargaining unit member because of such individual's race, creed, color, age, gender, sexual orientation, national origin, ethnicity, physical handicap, or participation or non-participation in association activities.
- B. The District agrees that no unit member shall be discriminated against on account of membership in, or appropriate activities on behalf of, the Association.

**Article 16 – Unit Members Rights
Section 3 (continued)**

- C. The District and the Association agree that the highest possible standards in human relations should be maintained between supervisors and unit members. Unit members will be treated in a fair and consistent manner in the administration of this Agreement.

Section 4: LETTERS OF REPRIMAND

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

Section 5: UNIT MEMBER DISCIPLINE

- A. No unit member shall be disciplined without cause. Unit members shall have the right to have a representative of their choice present at any conference between the unit member and the District at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action.
- B. Unit member discipline is defined as suspension, demotion, dismissal or voluntary resignation in lieu of dismissal.
- C. When, in the judgment of the District, the primary purpose of the initial conference is to impose, or to recommend the imposition of, discipline against the unit member, the unit member shall first be entitled to receive written notice of said purpose and of his/her rights to representation at least twenty-four (24) hours in advance of convening the conference.
- D. This Section shall not apply to suspensions resulting from charges or arrests for criminal acts for which suspension is provided in Article VI, Section 5, of the Employment Regulations for the Classified Service.

Section 6: TIMELY NOTICE

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

Section 7: APPROPRIATE DRESS

- A. The Association and the District understand the need and requirements for appropriate dress in the workplace. Unit members shall not wear articles of clothing on the job that promote or encourage the use of alcohol, drugs, or tobacco or that express profanity, communicate or encourage gang affiliation, or convey messages/depictions inappropriate for the educational environment.

**Article 16 – Unit Members Rights
Section 7 (continued)**

- B. Except in the case of demonstrated business necessity, unit members are permitted to wear short pants and short sleeved shirts. Employee/Management teams will resolve outstanding issues relating to unit member attire and department dress policies.

17. LAYOFF AND REEMPLOYMENT

Section 1: EXEMPTION FROM EMPLOYMENT REGULATIONS FOR THE CLASSIFIED SERVICE

Members of the Operation-Support Services bargaining unit are exempt from Article VII, Layoff and Reemployment, of the Employment Regulations for the Classified Service of the San Diego Unified School District.

Section 2: RECOGNITION OF THE CLASSIFIED SERVICE

The District recognizes the limits of use of employees who are not part of the classified service, and will comply with Education Code 45103.

Section 3: DEFINITIONS

- A. Classification means that each position in the classified services shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.
- B. Classification Seniority Total length of monthly service within current classification plus service in higher classifications.
- C. District Seniority Total length of uninterrupted monthly service with the District, except as provided for under Article 12, Leave Policies.
- D. Initial Hire Date The date a unit member first served as a monthly or hourly employee or as a College Student Worker (CSW), formerly recognized as Certificated Classroom Teacher Assistant.
- E. Unit Member A classified employee who is either permanent or probationary serving in a position in the bargaining unit which has been approved by the Board of Education as a permanent position.
- F. Substitute An hourly paid employee, who is utilized to replace a classified employee who is temporarily absent from duty, in accordance with Section 45103 of the California Education Code.

Section 4: RECOMMENDATION TO LAYOFF

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

Section 5: DECISION TO LAYOFF/ DECISION TO REDUCE HOURS

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

**Article 17 – Layoff and Reemployment
Section 5 (continued)**

- A. The decision to layoff is solely that of the Board of Education and shall be subject to the impacts and effects bargaining under Section 16 of this article. A unit member may be laid off from his/her position only as a result of formal action by the Board of Education.
- B. The decision to reduce hours shall be that of the Board of Education, subject to any required bargaining regarding the decision and impacts and effects of a reduction in hours.**

Section 6: TIMING OF LAYOFFS AND REDUCTIONS IN HOURS

- A. Unit members to be laid off or reduced in hours shall be given written notice of layoff or reduction in hours not less than sixty (60) calendar days prior to the effective date of layoff or reduction in hours. Nothing herein provided shall preclude a layoff or reduction in hours for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff or reduction in hours resulting from causes not foreseeable or preventable by the Board, without the notice required in this Section 5.
- B. The Association shall be given a minimum of seven (7) workdays advance written notice of the names of unit members laid off or reassigned under the provisions of this Article, as well as their classification, work location, and seniority dates, prior to the Board of Education taking action on any resolution to reduce or eliminate positions in the Operation-Support Services bargaining unit.

Section 7: ORDER OF LAYOFF

- A. Unit members shall be laid off or reduced in hours, by classification, according to their status in the following order: (1) substitute; (2) restricted status; (3) probationary; and (4) permanent. In the case of permanent and probationary unit members, classification seniority will be the determining factor.
- B. In the event of a tie in classification seniority, the unit member with least district seniority shall be laid off. If a tie still exists, the unit member with the most recent initial hire date shall be laid off. Lots will be drawn in the presence of an Association representative to break remaining ties.
- C. Whenever a unit member is laid off or reduced in hours, the order of layoff or reduction in hours shall be determined by length of service in the classification, plus service in equal and higher salary grades. The unit member with the least amount of classification seniority plus service in equal and higher salary grades shall be laid off or reduced in hours first. Service in substitute status shall not count toward seniority in the classification. Service in temporary out-of-classification assignments shall not count toward seniority in the classification to which the unit member was temporarily assigned.

Section 8: DISPLACEMENT RIGHTS

- A. A unit member in a position which has been eliminated or reduced shall be provided displacement rights in the following order:
 - 1. The unit member shall be bumped into a vacant position or shall bump the least senior unit member in the same classification, whichever opportunity provides the highest number of hours per day and months per work year.
 - 2. When the vacancy and the least senior unit member's hours and work year are equal, the displaced unit member shall be bumped to the vacancy.
- B. If there is no vacancy or least senior unit member in the same classification, a unit member may displace the least senior unit member in the next lower classification in which he/she has served in accordance

**Article 17 – Layoff and Reemployment
Section 8 (continued)**

with the same order of displacement specified in Section 8.A. above. A unit member demoting in lieu of layoff to a former classification will have displacement rights to his/her previous hours per day and months per work year in the lower classification.

C. Differential Displacement Rights

1. Bilingual Differential

- a. When positions designated to receive a bilingual differential are eliminated or reduced, the incumbent unit member shall have the right to displace the least senior unit member in his/her classification who also receives the bilingual differential for speaking the same language(s).
- b. If there is no least senior unit member in the same classification who is also required to be bilingual, the unit member may displace the least senior unit member in the same classification who has no language requirement, in accordance with the same displacement rights as specified in Sections 8.A. and 8.B.

2. Other Differentials

Unit members whose positions have been eliminated or reduced shall have the right to displace the least senior unit members in their same classification regardless of whether the least senior unit member is receiving one or more of the differentials provided under this Agreement with the exception of the Bilingual Differential.

Section 9: REEMPLOYMENT RIGHTS

- A. Unit members who are laid off or reduced in hours shall be placed on the reemployment list in reverse order of their classification seniority. This reemployment list shall supersede the existing eligibility lists for the classification. A unit member who is laid off shall remain on the reemployment list for a period of thirty-nine (39-) months from the effective date of layoff. A unit member who accepts a reassignment involving loss of salary in lieu of layoff shall remain on the reemployment list for an additional twenty-four (24) months. For purposes of determining vacation accrual and salary placement upon reemployment, layoff shall not be regarded as a break in service.

Transportation assignments with increased guaranteed annual work hours (either an increase within the Transportation Department in hours per day or an increase in the work year) will be offered to available Transportation drivers within each classification based on each driver's seniority ranking before utilizing the thirty-nine (39) month reemployment list, unless the person on the thirty-nine (39) month reemployment list has greater seniority.

- B. Substitute employees have no reemployment rights.
- C. A unit member who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with Section 8.A. of this Article.

Section 10: NOTIFICATION OF REEMPLOYMENT

- A. A unit member who is laid off and becomes eligible for reemployment shall be notified by certified mail addressed to the last known address on file with the Human Resource Services Division.

Article 17 – Layoff and Reemployment
Section 10 (continued)

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

Section 11: ERROR IN LAYOFF

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

Section 12: SUSPENDED REEMPLOYMENT

- A. Prior to being reemployed under the provisions of this Agreement, a laid off unit member may suspend his/her reemployment rights due to employment elsewhere for up to twelve (12) months from date of suspension.
- B. During the period of suspended reemployment, the District will bypass the unit member's name, provided there are other names on the reemployment list. If there are no other names remaining on the list, the suspended reemployment will be canceled and an offer of reemployment will be extended to the unit member pursuant to Section 9 of this Article.

**Article 17 – Layoff and Reemployment
Section 12 (continued)**

- C. Those unit members who suspend their reemployment due to employment elsewhere may reactivate their reemployment status at any time by delivering written notice to the Human Resource Services Division at least two (2) weeks prior to the desired reactivation date, providing it is within twelve (12) months of their original request for suspended reemployment.
- D. In no event shall the provisions of this Section 11 be construed to provide unit members with a longer period of reemployment rights than those provided in Section 8.A. of this Article.

Section 13: PROHIBITION AGAINST TRANSFER OF BARGAINING UNIT WORK

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

Section 14: PROHIBITION AGAINST WAIVER OF BENEFITS

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

Section 15: MISCELLANEOUS PROVISIONS

- A. Reemployment List Upon request, the District shall provide the Association with a copy of the reemployment list and access to information concerning the status of unit members with reemployment rights.
- B. Demotion in Lieu of Layoff A unit member who is demoted in lieu of layoff has the same reemployment rights in the unit member's higher classification as a unit member who is laid off or reduced in hours from the same classification.
- C. Other Provisions
 - 1. Unit members on lay off may apply for substitute work in any classification for which they meet the qualifications and shall be given the right of first refusal for substitute work for which they meet the minimum qualifications.
 - 2. Unit members on reemployment lists shall be eligible to apply for promotional examinations for which they can qualify.
 - 3. No temporary hourly or substitute employees shall be employed in vacant classifications in which unit members are currently laid off until exhaustion of the reemployment list for that classification, except while waiting for a response to a reemployment offer as in Section 9 above.
 - 4. A laid-off unit member who is reemployed within thirty-nine (39) months after his/her last day of paid service shall have restored to him/her all of the rights and benefits (including previously accumulated sick leave) pertaining to unit members in the class to which he/she is reemployed.

Article 17 – Layoff And Reemployment
Section 17 (continued)

5. Unit members laid off or displaced from their regularly assigned position who attain a passing grade on open examinations for employment shall be provided a five (5) point credit toward the maximum rating prescribed for such examinations in addition to all other credits. Such credit will be granted

only during a thirty-nine (39) month period following the unit member's layoff or displacement date and shall be discontinued upon the unit member's reinstatement to former classification.

Section 16: IMPACTS AND EFFECTS OF LAYOFF

- A. The District and the Association agree that the provisions of this Article shall constitute the scope of negotiations surrounding the impacts and effects of bargaining unit members and the bargaining unit work being eliminated. The District and the Association shall participate in Impact and Effects Bargaining, which shall include a discussion, review, and determination of impacts to services by classified workers provided to students and sites.
- B. The District agrees to negotiate with the Association over the **decision and** impacts and effects of a reduction in hours for unit members in the Operations-Support Services bargaining unit.

Section 17: ABOLITION OR REDUCTION IN HOURS OF VACANT BARGAINING UNIT POSITIONS

The District and the Association agree that the provisions of this Section shall constitute the full and complete agreement of the parties regarding the terms **referenced in** this Agreement shall not **only be subject to further negotiations in accordance with Section 16.**

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

Article 17 – Layoff And Reemployment
Section 17 (continued)

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

18. CONCERTED ACTIVITIES

Section 1: PROHIBITED ACTIVITIES

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

Section 2: PENALTY FOR VIOLATION

Violation of this Article by any person covered by this Agreement may constitute cause for disciplinary action up to and including termination.

Section 3: LEGAL ENFORCEMENT

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

19. CONTRACTING OUT/SUBCONTRACTING AND DONATED SERVICES

Section 1: PURPOSE AND INTENT

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

Section 2: DONATION OF WORK

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

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

Section 3: CONTRACTING OUT/SUBCONTRACTING

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

- A. The work is required by State law to be contracted out/subcontracted.
- B. The work awarded to contractors is in compliance with and meets the standard of the California Education Code.

The work that is usually, customarily, routinely or historically performed by the bargaining unit members shall continue to be maintained in an effort to ensure cost savings to the District.

- C. All contracted work shall require formal district review and approval, including any required plans, permits, inspections, and/or other agency approvals.
- D. In recognition of Operations-Support Services Bargaining unit and its composition, all bargaining unit work shall not be encroached upon by any Project Improvements, Voter Approved Initiatives, Propositions, Construction Bonds, Contractors and Vendors in violation of the California Education Code.
- E. It is understood that contracting out/subcontracting of work shall not result in the layoff or reduction of bargaining unit members or positions, nor shall it diminish the rights provided to laid-off unit members under the provision of Article 17, Layoff and Reemployment.

Section 4: PUBLIC SERVICE PROGRAMS

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

20. CHARTER SCHOOLS

Definition: There are two types of charter schools:

- 1) A non-profit benefit corporation/tax code (503)c
- 2) A regular charter school of the San Diego Unified School District.

Section 1: PROCESS FOR APPROVAL OF CHARTER PETITIONS

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

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

Section 2: PROCESS FOR APPROVAL OF A PETITION TO CONVERT AN EXISTING DISTRICT SCHOOL TO A CHARTER SCHOOL

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

- A. The District agrees to amend its charter approval procedures to urge that in soliciting support for a proposed charter of an existing district school, the petitioner should make copies of the complete charter, including a written indication as to the person(s) who authored the charter, available to each classified unit member, if any, at the affected site.
- B. The District agrees to amend its charter approval procedures to indicate that person(s) intending to submit a proposed charter of an existing district school to the Board of Education for consideration are encouraged to consult with and seek the support of not only classroom teachers, but also of affected classified unit members in the development of the proposed charter.
- C. The District agrees to amend its charter approval procedures to urge that petitioners who desire to waive all or portions of the Collective Bargaining Agreement to discuss their concerns with the Union prior to submission of the proposed charter of an existing district school to the Board of Education.
- D. Whenever the Board of Education approves a charter proposal of an existing district school, the Parties shall meet to determine a specified period when unit members at the proposed charter school may exercise their right to reassignment. If mutual agreement is not reached, the transfer-out period shall extend from ten (10) workdays after the date of Board of Education approval until the date when the charter school is implemented.

Section 3: RIGHTS OF UNIT MEMBERS EMPLOYED AT REGULAR CHARTER SCHOOLS

The following provisions apply only to charter schools NOT operated as or by a non-profit corporation. Charter schools that are operated as or by a non-profit benefit corporation are separate legal entities.

A. Leave and Return Rights

1. Classified unit members initially employed by the District who choose to exercise their right to reassignment from a charter school to a non-charter school assignment under this provision must notify the Human Resource Services Division in writing. Returning unit members shall be given

**Article 20 – Charter Schools
Section 3 (continued)**

their choice of existing vacancies, within their classification, in seniority order. If no vacancy exists, the affected unit members may exercise their rights under Article 17, Layoff and Reemployment, of this Agreement.

2. Classified unit members initially hired by the District who are declared in excess at a charter school, or who are serving at a school whose charter terminates, may return to regular district employment. Unit members returning under this provision shall be given their choice of existing vacancies within their classification in seniority order. If no vacancy exists, the affected unit members may exercise their rights under Article 17, Layoff and Reemployment.
3. Classified unit members initially hired by the District may return to regular district employment at the conclusion of their first year of service at a charter school, or earlier with mutual agreement between the District and the Association. Unit members requesting to return must notify the Human Resource Services Division in writing within ten (10) workdays of their one- (1-) year anniversary date at the charter school. Unit members returning under this provision shall be given their choice of existing vacancies within their classification, in seniority order. If no vacancy exists, the affected unit members may exercise the rights provided under Article 17, Layoff and Reemployment.
4. Subsequent to the opportunity for return to regular employment with the District after the first year with the charter school, classified unit members may request to return to regular district service at any time by notifying the Human Resource Services Division in writing. Unit members returning under this provision shall be given their choice of existing vacancies within their classification, in seniority order, providing no reemployment list exists. If no vacancy exists or the existing vacancy(ies) must be filled from the reemployment list, the unit member shall remain at the charter school and shall be placed in the next available vacancy at such time as the reemployment list is exhausted.

B. General Provisions

1. Classified unit members initially hired by the District and serving in a charter school shall continue to accrue seniority in their last regularly assigned monthly job classification with the District. Classified unit members initially hired by the District, who through the normal eligibility and selection procedures, are promoted to an existing district job classification at a charter school shall accrue classification seniority in the new position during their charter school service.
2. All unit members initially hired by the District who are serving in charter schools will retain their original district and classification seniority dates for purposes of determining their eligibility for all other rights and benefits provided under this Agreement.
3. Upon return to district service from a charter school, returning unit members shall not be entitled to transfer any salary, leaves or benefits in excess of those provided to unit members under this Agreement.
4. A unit member initially employed by the District who is assigned to a charter school may be considered for summer school/intersession assignments at other schools within the District.
5. Classified unit members initially hired by the District who are serving at a charter school shall have the right to participate in the voluntary transfer and promotion processes provided for under this Agreement.

C. Health and Welfare Benefits

Unit members serving in a charter school shall be eligible to continue their participation in the group health plans provided under Article 9, Health and Welfare Benefits, of this Agreement, provided that:

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

**Section 4: RIGHTS OF UNIT MEMBERS EMPLOYED AT NONPROFIT CORPORATION
CHARTER SCHOOLS**

- A. Unit members initially employed by the District who accept employment with a nonprofit benefit corporation charter school may choose to return to District employment for a period not to exceed two full years from the date of hire at the Charter School. The unit member shall notify the Human Resource Services Division in writing of the desire to return to the District.
- B. Unit members initially employed by the District who choose to return to District employment within the above specified time frame shall be placed with the top five (5) eligibles for his/her job class for one (1) year. When vacancies occur in his/her job class, the unit member shall be considered with the top five (5) eligibles. Upon selection to a position, the unit member shall be fully restored as a permanent unit member. If not selected for a position during this one (1) year period, the unit member shall be considered terminated.

Section 5: INDIVIDUALS DIRECTLY HIRED BY CHARTER SCHOOLS

The District shall not be required to provide any guarantee of regular district employment to any individual directly hired by a charter school.

21. DISTRICT STANDING COMMITTEES

The District and Association are committed to working collaboratively on issues that impact the terms and conditions of employment of unit members covered under this Agreement and are committed to establishing work groups as needed through the CAC that would report findings and recommended action directly to the CAC.

Section 1: CONTRACT ADMINISTRATION COMMITTEE

- A. Structure The Contract Administration Committee shall be composed of two (2) representatives of the Labor Relations Division (the division head or his/her designee and one other), two (2) representatives of the Business Services Division, the Association President, the Association staff representative and up to two (2) additional members of the Association. The Association and/or the District may appoint other representatives to attend specific meetings as required by the issues to be discussed. The Association staff representative and the division head, Labor Relations Division, shall be the co-chairs of the committee.
- B. Purpose The purpose of this committee is to maintain a productive, collaborative relationship between the Parties and to resolve any contract administration issues that may arise during the term of this Agreement or other matters of concern (including matters outside the scope of negotiation). District and Association representatives are encouraged to first make an effort to resolve issues through normal operating channels other than the committee.
- C. Authority The Committee shall have the authority to resolve contract administration issues subject to ratification by the Association and the District, as appropriate. When the Parties agree that an issue cannot be resolved by the Contract Administration Committee, the issue may be referred to the Superintendent or his/her designee for an attempt at resolution, prior to the Parties exercising other options available in this Agreement.

The Committee may also create work groups to research concerns and recommend action to the Committee.

- D. Meeting Schedule The Committee shall meet at least once a month, but may meet more or less frequently, as mutually determined by the Association and the District. Meeting times and locations shall be by mutual agreement.
- E. Meeting Agenda Formal agendas shall be prepared for each meeting. Agenda items shall be submitted by the co-chairs in advance of the meeting. In order to facilitate effective decisionmaking, the Party submitting the agenda item shall be prepared to provide the committee with pertinent facts and background regarding each agenda item. There shall be a standing agenda item for work groups to report findings and recommend action to the Committee.

Section 2. DISTRIBUTION WORKING GROUP

- A. Structure: The Distribution Working Group shall be composed of two (2) representatives of the Business Services Division (the division head and one other), and CSEA/OSS shall designate up to four (4) representatives, including a designated officer, who will participate on paid time. The Association and/or the District may appoint other representatives to attend specific meetings as required by the issues to be discussed. The Association staff representative and the division head, shall be the co-chairs of the committee.
- B. Purpose: The purpose of this Working Group is to find cost savings to the district through utilizing the current warehouse staffing, and to offer suggestions for the strategic procurement of materials for the district.

Article 21 – District Standing Committees
Section 2 (continued)

- C. Meeting Schedule: The Parties intend to meet at least once a month, but may meet more or less frequently, as mutually determined by the Association and the District. Meeting times and locations shall be by mutual agreement.
- D. Meeting Agenda: Formal agendas may be prepared for each meeting. Agenda items may be submitted by the co-chairs in advance of the meeting. In order to facilitate effective decision making, the party submitting the agenda item shall be prepared to provide the committee with pertinent facts and background regarding the item.

Section 3. FOOD COUNCIL

- A. Structure: The Food Council shall be composed of Food Service Management and Food Service Employees. CSEA/OSS shall designate up to four (4) representatives, including the Association Vice President of Food Service, who will participate on paid time. Association Vice President of Food Service and the Department Director or his/her designee shall co-chair this Council.
- B. Purpose: The purpose of this Council is to maintain a productive, collaborative relationship between the Parties and to resolve any issues that may arise during the term of this Agreement or other matters of concern outside the scope of bargaining. District and Association representatives are encouraged to first make an effort to resolve issues through normal operating channels other than the Council.
- C. Meeting Schedule: The Parties intend to meet at least once a month, but may meet more or less frequently, as mutually determined by the Association and the District. Meeting times and locations shall be by mutual agreement.
- D. Meeting Agenda: Formal agendas may be prepared for each meeting. Agenda items may be submitted by the co-chairs in advance of the meeting. In order to facilitate effective decision making, the Party submitting the agenda item shall be prepared to provide the council with pertinent facts and background regarding each agenda item. Standing agenda items will include an Association report, a Management report, and comments from attendees.

Section 4. TRANSPORTATION EMPLOYEE COUNCIL

- A. Structure: The Council shall be composed of Transportation Management and Transportation Employees. CSEA/OSS may designate up to six (6) representatives, including Association Vice President of Transportation, participating on paid time.
- B. CSEA/OSS representatives shall be designated by a vote of the membership in Transportation Department, which shall be coordinated by CSEA/OSS. In addition standing membership will include: CSEA LLR, CSEA President, CSEA Vice President Transportation, and Director of Transportation Services. CSEA President or his designee and the Department Director or his/her designee, will co-chair the Council. This section is not grievable.
- C. Purpose: The purpose of this Council is to maintain a productive, collaborative relationship between the Parties, to resolve any issues that may arise during the term of this Agreement or other matters of concern outside the scope of bargaining, and to address internal Transportation Department processes and procedures.
- D. Meeting Schedule: The Parties intend to meet at least once a month, but may meet more or less frequently, as mutually determined by the Association and the District. Meeting times and locations shall be by mutual agreement.

Article 21 – District Standing Committees
Section 4 (continued)

- E. Meeting Agenda: Formal agendas may be prepared for each meeting. Agenda items may be submitted by the co-chairs in advance of the meeting. In order to facilitate effective decision making, the Party submitting the agenda item shall be prepared to provide the committee with pertinent facts and background regarding the item.

22. VISION 2020 OBJECTIVES: DISTRICT STAFFING PRIORITIES

The Board recognizes that the current budget crisis has resulted in the loss of numerous OSS bargaining unit positions, and that loss has been felt significantly by students and facilities. The Board is committed to engaging all stakeholders in achieving Vision 2020 and the District's strategic priorities, including achieving safe and well-maintained facilities and maintaining quality support staff. To that end, the District will work with OSS to explore options regarding the restoration of OSS classified bargaining unit positions.

23. EFFECT OF AGREEMENT

Section 1: ZIPPER CLAUSE

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

Section 2: SUPERSESSSION CLAUSE

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

Section 3: SAVINGS CLAUSE

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

Section 4: CHANGES, AMENDMENTS, AND SUPPLEMENTS

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

Section 5: RATIFICATION AND IMPLEMENTATION

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

Section 6: CONTINUATION OF EXISTING RIGHTS

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

Section 7: REOPENER AND DURATION CLAUSE

This Agreement shall become effective on July 1, 2017, and will remain in effect until June 30, 2020.

Either party may provide written notice on or before July 1, 2018, to reopen negotiations over two (2) identified articles in this Agreement. Any reopener negotiations pursuant to this section will be conducted during the 2018-2019 academic school year for potential implementation of changes in the 2019-2020 fiscal year.

Pursuant to modifications agreed to through the Contract Administration Committee (CAC) as set forth in Article 21.

MEMORANDA OF UNDERSTANDING

- Alcohol and Controlled Substances Agreement, Transportation Services Department – 10/25/94
- Alcohol and Controlled Substances Agreement Applying to Safety-Sensitive Positions in the Business Services Division (excluding the Transportation Services Department) – 1/10/95
- Transportation Services Department-ZONAR Systems Global Positioning System (GPS) – 3/4/2010
- Transportation Services Department-Application of Article 12-Leave Policies – 3/22/2010
- Reduction of Work Year and Restoration – 6/10/2010
- New Appendix A (listing of OSS job positions)

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

ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT
TRANSPORTATION SERVICES DEPARTMENT

October 25, 1994

Section 1: INTRODUCTION

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

Section 2: PURPOSE

- A. The purpose of this agreement is to assure Transportation employees of the department's commitment to provide an alcohol- and controlled substances-free working environment and to demonstrate support for employees undergoing treatment and rehabilitation for alcohol and/or controlled substances dependency. Alcohol and controlled substances dependency are treatable illnesses and may be successfully overcome if identified in their early stages when employees are referred to an appropriate source for treatment. The department encourages chemical-dependent employees to seek treatment as early as possible. The department will assist employees with placement in a treatment or rehabilitation program consistent with the employee's established benefit plan. Because circumstances and employees are different, each situation will be evaluated on an individual basis. Employment is not jeopardized when employees voluntarily come forward seeking help.
- B. Any employee who has an alcohol or controlled substances problem will be given the same consideration and assistance extended to any employee with any other illness. First, sick leave, then vacation leave, and finally leave of absence without pay shall be granted for treatment or rehabilitation. Employees are encouraged to contact their immediate supervisor or the director for assistance in understanding sick leave, vacation leave, or leave of absence without pay policies and their impact on an individual's situation. Questions regarding their elected district health insurance plan can also be answered. Any decision to seek help will not interfere with an employee's continued employment or eligibility for promotional opportunities, providing the employee can meet licensing and/or certification requirements. Information regarding the EASE program may be obtained from the employee's supervisor or the Human Resource Services Division.
- C. While the Transportation Department is committed to help employees with chemical dependency problems, employees are expected to remember *SAFETY* is the department's first priority and employees shall not possess, use, be under the influence of, or distribute alcohol or controlled substances while on duty with the district. Such behavior threatens the health, safety, and security of the children we transport, fellow employees, and members of the public.
- D. The department will comply with all of the provisions of Title 49, Parts 40 and 382, Code of Federal Regulations.

Section 3: EMPLOYEE RIGHTS

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

Section 4: SAFETY-SENSITIVE POSITIONS

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

- C. Transportation Services Department OSS job titles meeting the definition for safety-sensitive positions are limited to:
1. Automotive Mechanic
 2. Automotive Mechanic Helper
 3. Automotive Service Worker
 4. Bus Driver Instructor
 5. Bus Operations Dispatcher
 6. Bus Traffic Dispatcher
 7. Extraboard Bus Driver
 8. Lead Automotive Mechanic
 9. School Bus Driver

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

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

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

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

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

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

Section 7: TESTING PROCESS AND STANDARDS

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

Section 8: MEDICAL REVIEW OFFICER (MRO)

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

- A. Interview the affected employee to determine if there is a legitimate explanation for a positive test.

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

Section 9: RECORDS AND THEIR CONFIDENTIALITY

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

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

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

Section 10: TESTING DUE TO REASONABLE SUSPICION

- A. Reasonable suspicion is the good faith belief, based on specific facts or evidence, that an employee is in violation of the alcohol and controlled substance abuse agreement and that testing the employee could reveal evidence of alcohol or controlled substances in his/her system. Reasonable suspicion testing must be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors" of the commercial motor vehicle driver. In the case of controlled substance testing, the observations may include indications of the chronic and withdrawal effects of controlled substances. (49 C. F. R. § 382.307, subds. (a and b), emphasis added.) The required observations must be made by a supervisor or company official who has received at least sixty (60) minutes of training on alcohol misuse, plus sixty (60) minutes of training controlled substance use. The training must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. (49. C. F. R. § 382.307. subd (c).)
- B. Concurrence of at least one (1) supervisor and another department supervisor or appropriate lead person must occur to determine facts and/or evidence to warrant reasonable suspicion. A written and co-signed summary outlining circumstances and delineating physical condition and/or behavior of the employee which created reasonable suspicion shall be forwarded to the Transportation Services Director and the affected employee within five (5) working days.
- C. In the case of an alcohol test, the person who makes the reasonable suspicion determination cannot conduct the test. (49 C. F. R. § 382.307, subd. (c).) The determination for an alcohol test must be made just before, during, or just after the performance of safety-sensitive functions and the alcohol test must follow the determination by no more than eight (8) hours. (Id., subd. (e).) In the case of a controlled substance test, a signed written record of the observations must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. (Id., subd. (f).)
- D. Observations must be contemporaneous and, in the case of alcohol abuse, must be made just before, during, or just after the performance of the safety-sensitive functions.

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

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

Section 12: TRAINING PROGRAM FOR SUPERVISORS AND LEAD PERSONNEL

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

Section 13: ABUSE OF WORKING PRIVILEGE

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

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


Section 14: APPEAL PROCEDURE

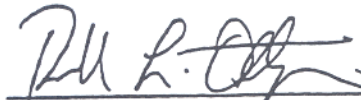
- A. The Association (CSEA) or any employee covered under this agreement who believes the procedures provided herein have been violated shall be entitled to appeal in writing to the Transportation Drug Policy Committee within fifteen (15) days of the alleged violation. The committee shall be composed of one (1)


representative appointed by the Association, one (1) representative appointed by the district, and one (1) neutral representative employed by the district in a safety-sensitive position and appointed by mutual agreement of the parties. The committee shall convene as soon as possible to investigate the circumstances giving rise to the appeal and shall arrive at a final decision by consensus. (Consensus shall be defined as all committee members being in agreement or willing to accept the decision of the majority.)

- B. The decision of the Board of Education to suspend or terminate an employee under this policy is appealable only under the provisions of the Rules of the Merit System for Classified Service Employees.

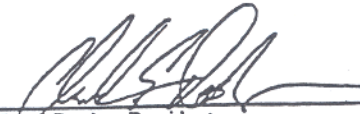
FOR THE DISTRICT:

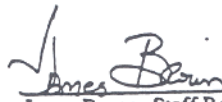

Ruth G. Peshkoff
Employee Services Director
Human Resource Services Division

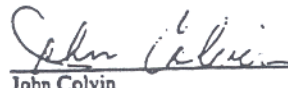

Ronald L. Ottinger
President, Board of Education
San Diego Unified School District

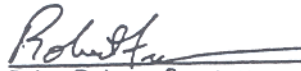
Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 11/10/05.

Cheryl Ward, Recording Secretary
Board of Education

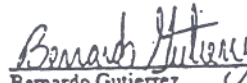
FOR THE ASSOCIATION:


Chad Doolen, President
California School Employees Association
Chapter 724


James Brown, Staff Representative
California School Employees Association


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


Robert Furrman, Secretary
California School Employees Association
Chapter 724


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

RGP:ph

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

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

January 10, 1995

Section 1: INTRODUCTION

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

Section 2: PURPOSE

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

- A. The purpose of this agreement is to assure Business Services employees of the division's commitment to provide an alcohol and controlled substances-free working environment and to demonstrate support for employees undergoing treatment and rehabilitation for alcohol and/or controlled substances dependency. Alcohol and controlled substances dependency are treatable illnesses and may be successfully overcome if identified in their early stages when employees are referred to an appropriate source for treatment. The division encourages chemical-dependent employees to seek treatment as early as possible. The division will assist employees with placement in a treatment or rehabilitation program consistent with the employee's established benefit plan. Because circumstances and employees are different, each situation will be evaluated on an individual basis. Employment is not jeopardized when employees voluntarily come forward seeking help.
- B. Any employee who has an alcohol or controlled substances problem will be given the same consideration and assistance extended to any employee with any other illness. First, sick leave, then vacation leave, and finally leave of absence without pay shall be granted for treatment or rehabilitation. Employees are encouraged to contact their immediate supervisor or department director for assistance in understanding sick leave, vacation leave, or leave of absence without pay policies and their impact on an individual's situation. Questions regarding their elected district health insurance plan can also be answered. Any decision to seek help will not interfere with an employee's continued employment or eligibility for promotional opportunities, providing the employee can meet licensing and/or certification requirements. Information regarding the EASE program may be obtained from the employee's supervisor or the Human Resource Services Division.
- C. While the Business Services Division is committed to help employees with chemical dependency problems, employees are expected to remember *SAFETY* is the department's first priority and employees shall not possess, use, be under the influence of, or distribute alcohol or controlled substances while on duty with the District. Such behavior threatens the health, safety, and security of the children we serve, fellow employees, and members of the public.
- D. The division will comply with all of the provisions of Title 49, Parts 40 and 382, Code of Federal Regulations.

Section 3: EMPLOYEE RIGHTS

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

Section 4: SAFETY-SENSITIVE POSITIONS

- A. Any employee required to drive a qualifying district vehicle (requiring a Class A or B commercial driver's license) could clearly endanger the health and safety of others if they drink alcohol or take controlled substances. For the purposes of this agreement addressing alcohol and controlled substances abuse problems, safety-sensitive positions are those whose job requirements mandate the employee possess a commercial driver's license and medical certification for driving qualifying district vehicles.
- B. Employees in positions designated as safety-sensitive shall be notified by the following process:
 - 1. Business Services Division departments shall notify those employees in safety-sensitive positions who are affected by this agreement.
 - 2. The employee shall sign a copy of the notification, retain a copy, and return the original to the appropriate Business Services Division department.
 - 3. All future appointees to safety-sensitive positions shall be informed by the Human Resource Services Division that they will be subject to alcohol and controlled substances testing as per this agreement.
 - 4. Business Services Division departments shall provide all present and future employees in safety-sensitive positions with a copy of this agreement.
- C. Business Services Division Operations-Support Services (OSS) job titles meeting the definition for safety-sensitive positions are limited to specified positions within the following job classifications requiring an employee to operate a qualifying district vehicle which mandates the employee to possess a commercial driver's license (Class A or B) as defined in the California Vehicle Code, Section 12804.9.

MEMORANDUM OF UNDERSTANDING
ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT

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1. Asphalt Machine Operator
2. Cafeteria Van Driver
3. Construction Crew Leader
4. Heavy Equipment Operator
5. Laborer I
6. Laborer II
7. Lead Truck Driver
8. Light Equipment Operator
9. Mechanical Systems Crew Leader
10. Relief Truck Driver
11. Senior Carpenter/Cabinetmaker
12. Skilled Trades Helper (Grounds)
13. Truck Driver
- 14. Lead Food Service Truck Driver**

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING
ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT

Page 4

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

Section 7: TESTING PROCESS AND STANDARDS

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

Section 8: MEDICAL REVIEW OFFICER (MRO)

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

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

Section 9: RECORDS AND THEIR CONFIDENTIALITY

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

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

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

Section 10: TESTING DUE TO REASONABLE SUSPICION

- A. Reasonable suspicion is the good faith belief, based on specific facts or evidence, that an employee is in violation of the alcohol and controlled substance abuse agreement and that testing the employee could reveal evidence of alcohol or controlled substances in his/her system. Reasonable suspicion testing must be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors" of the commercial motor vehicle driver. In the case of controlled substance testing, the observations may include indications of the chronic and withdrawal effects of controlled substances. (49 C. F. R. § 382.307, subds. (a and b), emphasis added.) The required observations must be made by a supervisor or company official who has received at least sixty (60) minutes of training on alcohol misuse, plus sixty (60) minutes of training on controlled substance use. The training must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. (49.C.F.R. § 382.307. subd (c).)
- B. Concurrence of at least one (1) supervisor and another department supervisor or appropriate lead person must occur to determine facts and/or evidence to warrant reasonable suspicion. A written and co-signed summary outlining circumstances and delineating physical condition and/or behavior of the employee which created reasonable suspicion shall be forwarded to the appropriate Business Services department director and the affected employee within five (5) working days.
- C. In the case of an alcohol test, the person who makes the reasonable suspicion determination cannot conduct the test. (49 C.F.R. § 382.307, subd.(c).) The determination for an alcohol test must be made just before, during, or just after the performance of safety-sensitive functions and the alcohol test must follow the determination by no more than eight (8) hours. (Id., subd. (e).) In the case of a controlled substance test, a signed written record of the observations must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. (Id., subd. (f).)
- D. Observations must be contemporaneous and, in the case of alcohol abuse, must be made just before, during, or just after the performance of the safety-sensitive functions.

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

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

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

Section 13: ABUSE OF WORKING PRIVILEGE

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

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

Section 14: APPEAL PROCEDURE

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

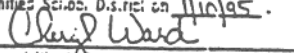
MEMORANDUM OF UNDERSTANDING
ALCOHOL AND CONTROLLED SUBSTANCES AGREEMENT

Page 7


FOR THE DISTRICT:


Ruth G. Peshkoff
Employee Services Director
Human Resource Services Division

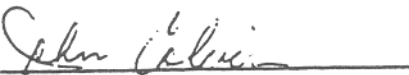

Ronald L. Ottinger
President, Board of Education
San Diego Unified School District


Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 11/19/95.

Cheryl Ward, Recording Secretary
Board of Education

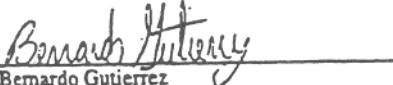
FOR THE ASSOCIATION:


Claud Doolen, President
California School Employees Association
Chapter 724


James Brown, Staff Representative
California School Employees Association


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


Robert Furman, Secretary
California School Employees Association
Chapter 724


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

RGP:ph

Memorandum of Understanding

Between the San Diego Unified School District

And the California School Employees Association,

Operations Support Services Bargaining Unit, Chapter 724

March 4th, 2010

Section 1: INTRODUCTION

California School Employees Association and its Chapter 724, the Operations Support Services Bargaining Unit acknowledges the San Diego Unified School District within Transportation Services Department intent and purpose with the purchase of the ZONAR, the ZONAR Systems Global Positioning System (GPS). San Diego Unified School District expressed its sole interest and purpose was to provide cost savings through an electronic process expediting the administrative reports process, focusing on bus safety and maintenance standards, and to ensure compliance under the law.

Section 2: PURPOSE

The purpose for this Memorandum of Understanding is to ensure that no discipline shall solely arise as result of the use, implementation, visual and audio monitoring involving the ZONAR Systems. Effective March 4, 2010 all drivers and automotive repair technicians who violate the posted speed limit and/or exceed 65 mph will be:

1. Verbally counseled and supervisors will keep notes of the dates and times of the counseling;
2. After the fourth counseling, a counseling letter will be issued;
3. The fifth infraction in a twelve (12) month period may result in a disciplinary action recommendation.

Counseling that was given using the Zonar reports prior to the effective date of this agreement will be considered as a verbal counseling only. As a result any written documentation of this counseling will be pulled from the driver's site file, no later than March 30th, 2010 and all documentation shall be sent to California School Employees Association. Warnings prior to the effective date of this agreement will not be considered in the count for possible discipline as stated in the above paragraph. Furthermore, CSEA

shall receive a monthly ZONAR report be sent via Electronic Transmission to the CSEA Labor Relations Representative, no later than 15th of every month while the ZONAR System is in operation. CSEA reserves the right to request any and all information that the ZONAR Systems offers such as: GPS Velocity readings, velocity value, GPS Chipset, Data Points, and position log entries.

Section 3: CONCLUSION

CSEA reserves it right to return to the bargaining table to address any unforeseen and unanticipated impacts of said installation of software and programs derived from any technology installation.

Executed on: March 4th 2010

For the District:

Keith J. Kelly
[Signature]
Derek C. Janes

For the Association:

Ethel Loken
Alberto P. Castela
Tom Nichols
[Signature]

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT (SDUSD)
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA),
OPERATIONS-SUPPORT SERVICES (OSS) BARGAINING UNIT, CHAPTER 724

Monday, March 22, 2010

Section 1: INTRODUCTION

The District and the CSEA/OSS Bargaining Unit, have an interest in addressing the issuance of "Miss-Outs" by management to employees within the Transportation Services Department. Pupil transportation is a time sensitive profession.

Section 2: PURPOSE

The purpose of this MOU is to create an understanding of the usage of tardies and miss-outs between the SDUSD Transportation Services Department, CSEA/OSS Bargaining Unit, and its membership.

Section 3: DEFINITIONS

Tardy: A tardy is defined as reporting to work six (6) minutes to ten (10) minutes after the assigned check-in time.

Miss-out: A miss-out is defined as a computer indicator which denotes lateness, absence of a card swipe and/or failure to clock-in on time. While absent on sick leave, unit members normally replaced by a substitute shall notify their supervisor ~~or~~, supervisor's designee **or the automated call-in system** of their absence at least ~~one-half (1/2)~~ **one hour (1) hours** prior to the beginning of the workday, unless conditions make notification impossible.

Section 4: USAGE

If an employee has a miss-out, a written notice will be issued to the employee. Neither tardies nor miss-outs are intended for disciplinary reasons; however, if a clear pattern of miss-outs is established, progressive discipline may be considered by the Department.

Additionally, no unit member who has already reported to work for their assigned work hours for the day shall be penalized and/or disciplined for the utilization of leaves according to Article 12-Leave Policies, nor shall they be denied said leaves.

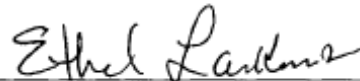
Section 5: CONCLUSION

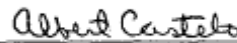
It is the intent by the parties to create an environment that supports the vision for San Diego Unified School District and ensures the safe and prompt transport of our students.


THE SAN DIEGO UNIFIED
SCHOOL DISTRICT

BY: 
Gloria Chavez
Human Resources Officer
Labor Relations Department

THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION,
CHAPTER 724, OPERATIONS-
SUPPORT SERVICES

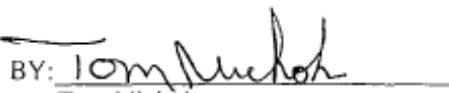
BY: 
Ethel Larkins
President, OSS Chapter 724

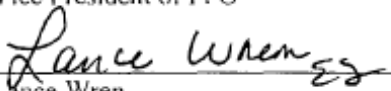
BY: 
Albert Castelo
Vice President of Transportation

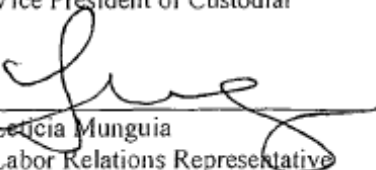
BY: 
Joni Collins
Vice President of Distribution

BY: _____
Johnnie Colvin
Vice President of Landscape

BY: 
Derrick Howard
Vice President of Food Services

BY: 
Tom Nichols
Vice President of PPO

BY: 
Lance Wren
Vice President of Custodial

BY: 
Leticia Munguia
Labor Relations Representative

3/22/2010
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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
OPERATIONS-SUPPORT SERVICES BARGAINING UNIT, CHAPTER 724**

JUNE 10, 2010

Section 1: Reduction of Work Year

- a. The 2010-11 contract year shall include five (5) day work year reduction. The Reduced Work Year Days shall be as follows:
 1. Traditional Sites: June 14, 15, 16, 17, and 20, 2011.
 2. Year-Round Sites: April 27, 28, 29, 2011 and June 17 and 20, 2011
 3. Central Office: June 14, 15, 16, 17, and 20, 2011.
- b. The 2011-12 contract years shall include a five (5) day Reduced Work Year, which shall reflect the last five work days for the Traditional Calendar and for the Year Round Calendar shall be the last five days of the spring intersession. Individual issues regarding specific days taken as a result of the Reduction in Work Year, which may arise and be brought forth by the Association, will be placed by the Association and/or the District on the monthly CAC agenda for collaborative resolution.
- c. To implement Sections 1a and 1b, bargaining unit members work year shall remain the same accordingly, if a Reduction of Work Year is in effect, eligible employees shall receive a .complete year of service credit CalPERS for 2010-11 and 2011-12.
- d. For the 2012-13 contract years all reduction days shall be reinstated and salary schedules restored.
- e. The Reduced Work Year/furlough will be implemented as follows in terms of pay distribution:
 - 12-Pay employees (those who have their pay distributed in 12 equal increments July to June) will have the reduction of days and its impact spread evenly over 12 pays beginning July of the fiscal year.
 - All other employees will be paid for 5 fewer days in the month in which the reduction occurs. If the District receives additional local, state, or federal revenue in fiscal years 2010-2011 and/or 2011-2012, resulting in net general fund revenue in excess of that which is expected and/or budgeted by the date of this proposal of May 10th, 2010, then fifty percent (50%) of such revenue that is not specifically restricted by the law from being used for salaries shall be directed toward restoring Reduced Work Year Days until all reduced work days are restored. Any portion of these revenues that are not on-going will be used to restore Reduced Work Year Days only in the fiscal year the funds are received.
- f. Under no circumstances shall the current salary schedules and rates of pay be reduced further as a result of application of the language in It: nor there an increase to the number of reduced days in I a-b above as a result of the application of the above language.

- g. The Board is committed to the principle that each employee group, including those not represented by an employee organization, will need to contribute equally to addressing the District's current fiscal circumstances, and therefore, each employee organization should have reduced days restored similarly. In order to comply with this principle, for the July 1, 2010, through June 30, 2013, time period, if any employee organization or group, whether represented or not, should receive a greater benefit in the restoration of their reduced work days, the parties agree to meet and confer regarding equality in restoration of such days.

Section 2: Restoration of the Reduction of Work Year Days for 2010-11

- a. Effective July 1, 2010 for each increase that is equivalent to one (1) workday, increase to the District's funded Base Revenue Limit per Average Daily Attendance (BRL/ADA) for 2010-2011 as compared to 2009-10, a Reduced Work Year Days will be restored with the corresponding salary increase for the 2010-11 year until all five (5) reduced days are restored. Increases to the BRL/ADA shall include all increases to the District's funded BRL/ADA including cost of living adjustments, deficit reduction, equalization aid, and/or any other permanent on-going increase to the District's funded BRL/ADA.
- b. If the increase to the funded BRL/ADA is not enough to restore a complete Reduced Work Year Days, or the percent increase to the BRL/ADA is greater than that necessary to restore all five (5) Reduced Work Year Days, then the remaining percentage increase shall be applied to the salary schedule by increasing each cell of the salary schedules by that percentage effective on July 1, 2010.
- c. For the purposes of this section, "funded" BRL/ADA is defined as the statutory BRL/ADA multiplied by the deficit factor.
- d. Example:
Current year funded BRL/ADA = \$ 5,300
Prior year funded BRL/ADA = \$ 5,200
Percent increase in BRL/ADA = 1.92%
($\$5,300 - \$5,200 / \$5,200 = 1.92\%$)
- e. The restoration of Reduced Work Year Days in 2 a-d above shall apply to the 2011-12 contract year as well by advancing the comparison years in 2 a-b by one year each.
- f. Under no circumstances shall the current salary schedules and rates of pay be reduced further beyond the amount specified in 2 e above as a result of application of the above language in 2 a-f, nor shall there be an increase to the number of reduction of days in 2 a-b above as a result of the application above language in 2 a-e.

THE SAN DIEGO UNIFIED
SCHOOL DISTRICT

BY: *Gloria Chavez*
Gloria Chavez
Human Resources Officer
Labor Relations Department

THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION,
CHAPTER 724, OPERATIONS-
SUPPORT SERVICES

BY: *Ethel Larkins*
Ethel Larkins
President, OSS Chapter 724

OPERATIONS-SUPPORT SERVICES PLACEMENT
OF CLASSES ON SALARY GRADES

(Includes all changes adopted by the Board of Education through October 28, 2014)

CONSTRUCTION, MAINTENANCE, AND REPAIR

<u>Salary Grade</u>	<u>Title</u>	<u>Salary Grade</u>	<u>Title</u>
042	Abatement Worker	050	Lead Computer Repair Technician
034	Air Filter Service Worker	039	Lead Distribution Driver
050	Asbestos Inspector	054	Lead Electronic Equipment Technician
042	Asphalt Machine Operator	052	Lead Electronic Equipment Technician (Communications)
052	Building Inspector I	051	Lead Equipment Repair Technician
054	Building Inspector II	047	Lead Fire & Intrusion Equipment Repair Technician
039	Building Maintenance Worker	048	Lead Glazier
048	Carpenter	052	Lead Ironworker
042	Cement Mason	052	Lead Mobile Maintenance Worker
039	Child Development Center Maintenance Worker	051	Lead Motor Equipment Repair Specialist
046	Computer Repair Technician	052	Lead Painter
054	Construction Crew Leader	056	Lead Planner/Estimator/Inspector
062	* Construction Inspector Class I	052	Lead Sheetmetal Worker
058	Construction Inspector Class II	054	Lead Signal Technician
056	Construction Inspector Class III	052	Lead Steamfitter
054	Crew Leader II	044	Locksmith
050	Electrician	052	Maintenance Aide
050	Electronic Equipment Technician (Audiovisual)	050	Maintenance Construction Inspector
048	Electronic Equipment Technician (Communications)	063	* Maintenance Planning Senior Coordinator
047	Emergency Power Unit Technician	048	Maintenance Scheduler
054	Energy Management System Specialist	054	Mechanical Systems Crew Leader
061	* Energy/Utility Program Coordinator	061	* Mobile/Preventive Maintenance Program Coordinator
050	Energy/Utility Inspector	043	Motor Equipment Repair Specialist I
032	Equipment Repair Assistant	047	Motor Equipment Repair Specialist II
043	Equipment Repair Technician I	048	Painter
047	Equipment Repair Technician II	040	Pest Control Technician
059	Equipment/Safety Services Program Coordinator	042	Piano Technician
042	Fence Erector	061	* Planned Projects Program Coordinator (Construction)
045	Fire Equipment Service Technician	061	* Planned Projects Program Coordinator (Planning)
045	Fire and Intrusion Alarm Technician	054	Planner/Estimator/Inspector (Control Systems)
042	Floor Covering Technician	054	Planner/Estimator/Inspector (Electronics)
044	Gas Equipment Repair Specialist I	054	Planner/Estimator/Inspector (Electrical)
048	Gas Equipment Repair Specialist II	054	Planner/Estimator/Inspector (Environmental)
042	Glazier	054	Planner/Estimator/Inspector (General)
046	Grounds Maintenance Specialist	054	Planner/Estimator/Inspector (Grounds)
048	Heavy Equipment Operator	054	Planner/Estimator/Inspector (Irrigation)
028	Inventory and Equipment Assistant	054	Planner/Estimator/Inspector (Mechanical)
028	Inventory and Equipment Assistant, Musical Instruments	054	Planner/Estimator/Inspector (Plumbing)
048	Ironworker	054	Planner/Estimator/Inspector (Structural)
054	Irrigation Control System Specialist	048	Plasterer
046	Irrigation Systems Technician	048	Plumber
027	Laborer I	038	Recreation Equipment Maintenance Worker
031	Laborer II	043	Recreation Equipment Specialist
048	Landscape Inspector	048	Refrigeration Mechanic
046	Lead Abatement Worker		
052	Lead Air Conditioning Technician		
056	Lead Building Inspector		

APPENDIX A
(continued)

<u>Salary</u> <u>Grade</u>	<u>Title</u>	<u>Salary</u> <u>Grade</u>	<u>Title</u>
059	* Repair Dispatch Program Coordinator	036	Skilled Trades Helper (Fire and Intrusion Alarms)
042	Roofer	036	Skilled Trades Helper (Plumbing and Heating, General)
048	Roofing Inspector	036	Skilled Trades Helper (Grounds)
054	Rubbish and Recycling Specialist	036	Skilled Trades Helper (Roofer)
063	Safety and Security Senior Coordinator	036	Special Education Adaptive Equipment Specialist I
042	Saw Cutter/Core Drill Operator	036	Special Education Adaptive Equipment Specialist II
054	Senior Carpenter/Cabinetmaker	040	Sprinkler Systems Technician (terminal job class)
050	Senior Locksmith	048	Steamfitter
048	Sheetmetal Worker	048	Workflow/Labor Utilization Coordinator, Physical Plant Operations
050	Signal Technician	056	
036	Skilled Trades Helper (Carpenter)		
036	Skilled Trades Helper (Communications)		

BUILDING SERVICES

028	Building Services Supervisor I	028	Custodian Crew Leader
032	Building Services Supervisor II	026	Locker Room Attendant
034	Building Services Supervisor/Special Schools	027	Relief Custodian
020	Children's Center Attendant	040	Senior Building Services Supervisor/Special Schools
024	Custodian	030	Senior Custodian Crew Leader

WAREHOUSING AND TRANSPORTATION

040	Auto Body Repair Technician	052	Lead Automotive Repair Technician
039	Automotive Mechanic Helper	052	Lead Bus Driver Instructor
048	Automotive Repair Technician	037	Lead Delivery Services Driver
028	Automotive Service Worker	037	Lead Truck Driver
046	Bus Dispatcher	031	Maintenance Parts Clerk
048	Bus Driver Instructor	033	Military Property Specialist
048	Bus Scheduler	031	Relief Truck Driver
031	Delivery Services Driver	040	Senior Maintenance Parts Clerk
042	Fleet Garage Parts Specialist	037	Senior Freezer Worker
037	Food Services Lead Truck Driver	033	Senior Stock Clerk
033	Food Services Truck Driver	029	Stock Clerk
033	Freezer Worker	052	Transportation Planner
033	Instructional Support Facility Assistant	033	Truck Driver
030	Inventory Clerk		

GARDENING

040	Landscape Projects Coordinator	036	Lead Landscape Technician
024	Landscape Technician I	037	Light Equipment Operator
028	Landscape Technician II		

FOOD SERVICES

018	Cook	022	Senior Cook
015	Food Service Site Leader	016	Senior Food Service Site Leader
014	Food Service Worker I	018	Senior Food Service Worker

SCHOOL BUS DRIVERS

039	Extraboard Bus Driver	036	School Bus Driver – Special Programs
036	School Bus Driver		

* Exempt job classes eligible for straight time overtime compensation.

** Exempt job classes not eligible for overtime compensation.

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0201**

Effective July 1, 2018

MONTHLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,928.57	\$2,025.44	\$2,127.83	\$2,233.82	\$2,345.35	010
011	1,977.91	2,076.65	2,180.84	2,288.69	2,403.84	011
012	2,025.44	2,127.83	2,233.82	2,345.35	2,462.36	012
013	2,076.65	2,180.84	2,288.69	2,403.84	2,524.51	013
014	2,127.83	2,233.82	2,345.35	2,462.36	2,586.62	014
015	2,180.84	2,288.69	2,403.84	2,524.51	2,650.66	015
016	2,233.82	2,345.35	2,462.36	2,586.62	2,716.48	016
017	2,288.69	2,403.84	2,524.51	2,650.66	2,784.07	017
018	2,345.35	2,462.36	2,586.62	2,716.48	2,851.75	018
019	2,403.84	2,524.51	2,650.66	2,784.07	2,923.01	019
020	2,462.36	2,586.62	2,716.48	2,851.75	2,994.34	020
021	2,524.51	2,650.66	2,784.07	2,923.01	3,069.26	021
022	2,586.62	2,716.48	2,851.75	2,994.34	3,144.20	022
023	2,650.66	2,784.07	2,923.01	3,069.26	3,222.80	023
024	2,716.48	2,851.75	2,994.34	3,144.20	3,301.41	024
025	2,784.07	2,923.01	3,069.26	3,222.80	3,383.69	025
026	2,851.75	2,994.34	3,144.20	3,301.41	3,465.95	026
027	2,923.01	3,069.26	3,222.80	3,383.69	3,553.72	027
028	2,994.34	3,144.20	3,301.41	3,465.95	3,639.62	028
029	3,069.26	3,222.80	3,383.69	3,553.72	3,731.00	029
030	3,144.20	3,301.41	3,465.95	3,639.62	3,822.41	030
031	3,222.80	3,383.69	3,553.72	3,731.00	3,917.46	031
032	3,301.41	3,465.95	3,639.62	3,822.41	4,012.51	032
033	3,383.69	3,553.72	3,731.00	3,917.46	4,113.08	033
034	3,465.95	3,639.62	3,822.41	4,012.51	4,213.62	034
035	3,553.72	3,731.00	3,917.46	4,113.08	4,319.65	035
036	3,639.62	3,822.41	4,012.51	4,213.62	4,423.85	036
037	3,731.00	3,917.46	4,113.08	4,319.65	4,535.37	037
038	3,822.41	4,012.51	4,213.62	4,423.85	4,646.86	038
039	3,917.46	4,113.08	4,319.65	4,535.37	4,762.02	039
040	4,012.51	4,213.62	4,423.85	4,646.86	4,879.05	040
041	4,113.08	4,319.65	4,535.37	4,762.02	4,999.67	041
042	4,213.62	4,423.85	4,646.86	4,879.05	5,122.14	042
043	4,319.65	4,535.37	4,762.02	4,999.67	5,250.10	043

OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0201
MONTHLY SALARY RATES
(Continued)

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$4,423.85	\$4,646.86	\$4,879.05	\$5,122.14	\$5,378.09	044
045	4,535.37	4,762.02	4,999.67	5,250.10	5,511.50	045
046	4,646.86	4,879.05	5,122.14	5,378.09	5,646.78	046
047	4,762.02	4,999.67	5,250.10	5,511.50	5,787.57	047
048	4,879.05	5,122.14	5,378.09	5,646.78	5,928.33	048
049	4,999.67	5,250.10	5,511.50	5,787.57	6,076.37	049
050	5,122.14	5,378.09	5,646.78	5,928.33	6,224.45	050
051	5,250.10	5,511.50	5,787.57	6,076.37	6,379.86	051
052	5,378.09	5,646.78	5,928.33	6,224.45	6,535.21	052
053	5,511.50	5,787.57	6,076.37	6,379.86	6,699.72	053
054	5,646.78	5,928.33	6,224.45	6,535.21	6,862.45	054
055	5,787.57	6,076.37	6,379.86	6,699.72	7,034.25	055
056	5,928.33	6,224.45	6,535.21	6,862.45	7,206.09	056
057	6,076.37	6,379.86	6,699.72	7,034.25	7,385.27	057
058	6,224.45	6,535.21	6,862.45	7,206.09	7,564.38	058
059	6,379.86	6,699.72	7,034.25	7,385.27	7,754.51	059
060	6,535.21	6,862.45	7,206.09	7,564.38	7,942.80	060
061	6,699.72	7,034.25	7,385.27	7,754.51	8,142.02	061
062	6,862.45	7,206.09	7,564.38	7,942.80	8,341.28	062
063	7,034.25	7,385.27	7,754.51	8,142.02	8,549.68	063
064	7,206.09	7,564.38	7,942.80	8,341.28	8,758.09	064
065	7,385.27	7,754.51	8,142.02	8,549.68	8,977.45	065
066	7,564.38	7,942.80	8,341.28	8,758.09	9,196.80	066
067	7,754.51	8,142.02	8,549.68	8,977.45	9,427.17	067
068	7,942.80	8,341.28	8,758.09	9,196.80	9,655.64	068
069	8,142.02	8,549.68	8,977.45	9,427.17	9,896.91	069
070	8,341.28	8,758.09	9,196.80	9,655.64	10,138.25	070

1% increase effective 7.1.18

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OPERATIONS-SUPPORT SERVICES
HOURLY SALARY RATES**

Effective July 1, 2018

HOURLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$11.13	\$11.69	\$12.28	\$12.89	\$13.53	010
011	11.41	11.98	12.58	13.20	13.87	011
012	11.69	12.28	12.89	13.53	14.21	012
013	11.98	12.58	13.20	13.87	14.56	013
014	12.28	12.89	13.53	14.21	14.92	014
015	12.58	13.20	13.87	14.56	15.29	015
016	12.89	13.53	14.21	14.92	15.67	016
017	13.20	13.87	14.56	15.29	16.06	017
018	13.53	14.21	14.92	15.67	16.45	018
019	13.87	14.56	15.29	16.06	16.86	019
020	14.21	14.92	15.67	16.45	17.28	020
021	14.56	15.29	16.06	16.86	17.71	021
022	14.92	15.67	16.45	17.28	18.14	022
023	15.29	16.06	16.86	17.71	18.59	023
024	15.67	16.45	17.28	18.14	19.05	024
025	16.06	16.86	17.71	18.59	19.52	025
026	16.45	17.28	18.14	19.05	20.00	026
027	16.86	17.71	18.59	19.52	20.50	027
028	17.28	18.14	19.05	20.00	21.00	028
029	17.71	18.59	19.52	20.50	21.53	029
030	18.14	19.05	20.00	21.00	22.05	030
031	18.59	19.52	20.50	21.53	22.60	031
032	19.05	20.00	21.00	22.05	23.15	032
033	19.52	20.50	21.53	22.60	23.73	033
034	20.00	21.00	22.05	23.15	24.31	034
035	20.50	21.53	22.60	23.73	24.92	035
036	21.00	22.05	23.15	24.31	25.52	036
037	21.53	22.60	23.73	24.92	26.17	037
038	22.05	23.15	24.31	25.52	26.81	038
039	22.60	23.73	24.92	26.17	27.47	039
040	23.15	24.31	25.52	26.81	28.15	040
041	23.73	24.92	26.17	27.47	28.84	041
042	24.31	25.52	26.81	28.15	29.55	042
043	24.92	26.17	27.47	28.84	30.29	043

**OPERATIONS-SUPPORT SERVICES
HOURLY SALARY RATES**

(Continued)

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$25.52	\$26.81	\$28.15	\$29.55	\$31.03	044
045	26.17	27.47	28.84	30.29	31.80	045
046	26.81	28.15	29.55	31.03	32.58	046
047	27.47	28.84	30.29	31.80	33.39	047
048	28.15	29.55	31.03	32.58	34.20	048
049	28.84	30.29	31.80	33.39	35.06	049
050	29.55	31.03	32.58	34.20	35.91	050
051	30.29	31.80	33.39	35.06	36.81	051
052	31.03	32.58	34.20	35.91	37.70	052
053	31.80	33.39	35.06	36.81	38.65	053
054	32.58	34.20	35.91	37.70	39.59	054
055	33.39	35.06	36.81	38.65	40.58	055
056	34.20	35.91	37.70	39.59	41.57	056
057	35.06	36.81	38.65	40.58	42.61	057
058	35.91	37.70	39.59	41.57	43.64	058
059	36.81	38.65	40.58	42.61	44.74	059
060	37.70	39.59	41.57	43.64	45.82	060
061	38.65	40.58	42.61	44.74	46.97	061
062	39.59	41.57	43.64	45.82	48.12	062
063	40.58	42.61	44.74	46.97	49.33	063
064	41.57	43.64	45.82	48.12	50.53	064
065	42.61	44.74	46.97	49.33	51.79	065
066	43.64	45.82	48.12	50.53	53.06	066
067	44.74	46.97	49.33	51.79	54.39	067
068	45.82	48.12	50.53	53.06	55.71	068
069	46.97	49.33	51.79	54.39	57.10	069
070	48.12	50.53	53.06	55.71	58.49	070

1% increase effective 7.1.18

SAN DIEGO UNIFIED SCHOOL DISTRICT

OPERATIONS-SUPPORT SERVICES

SALARY PLAN 0203

YEAR-ROUND 206 DAYS

Effective July 1, 2018

MONTHLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,528.52	\$1,605.43	\$1,686.45	\$1,770.23	\$1,858.12	010
011	1,566.97	1,645.25	1,727.65	1,812.80	1,904.81	011
012	1,605.43	1,686.45	1,770.23	1,858.12	1,951.51	012
013	1,645.25	1,727.65	1,812.80	1,904.81	1,999.57	013
014	1,686.45	1,770.23	1,858.12	1,951.51	2,049.01	014
015	1,727.65	1,812.80	1,904.81	1,999.57	2,099.83	015
016	1,770.23	1,858.12	1,951.51	2,049.01	2,152.01	016
017	1,812.80	1,904.81	1,999.57	2,099.83	2,205.57	017
018	1,858.12	1,951.51	2,049.01	2,152.01	2,259.13	018
019	1,904.81	1,999.57	2,099.83	2,205.57	2,315.44	019
020	1,951.51	2,049.01	2,152.01	2,259.13	2,373.12	020
021	1,999.57	2,099.83	2,205.57	2,315.44	2,432.17	021
022	2,049.01	2,152.01	2,259.13	2,373.12	2,491.23	022
023	2,099.83	2,205.57	2,315.44	2,432.17	2,553.03	023
024	2,152.01	2,259.13	2,373.12	2,491.23	2,616.20	024
025	2,205.57	2,315.44	2,432.17	2,553.03	2,680.75	025
026	2,259.13	2,373.12	2,491.23	2,616.20	2,746.67	026
027	2,315.44	2,432.17	2,553.03	2,680.75	2,815.33	027
028	2,373.12	2,491.23	2,616.20	2,746.67	2,884.00	028
029	2,432.17	2,553.03	2,680.75	2,815.33	2,956.79	029
030	2,491.23	2,616.20	2,746.67	2,884.00	3,028.20	030
031	2,553.03	2,680.75	2,815.33	2,956.79	3,103.73	031
032	2,616.20	2,746.67	2,884.00	3,028.20	3,179.27	032
033	2,680.75	2,815.33	2,956.79	3,103.73	3,258.92	033
034	2,746.67	2,884.00	3,028.20	3,179.27	3,338.57	034
035	2,815.33	2,956.79	3,103.73	3,258.92	3,422.35	035
036	2,884.00	3,028.20	3,179.27	3,338.57	3,504.75	036
037	2,956.79	3,103.73	3,258.92	3,422.35	3,594.01	037
038	3,028.20	3,179.27	3,338.57	3,504.75	3,681.91	038
039	3,103.73	3,258.92	3,422.35	3,594.01	3,772.55	039
040	3,179.27	3,338.57	3,504.75	3,681.91	3,865.93	040
041	3,258.92	3,422.35	3,594.01	3,772.55	3,960.69	041
042	3,338.57	3,504.75	3,681.91	3,865.93	4,058.20	042
043	3,422.35	3,594.01	3,772.55	3,960.69	4,159.83	043

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0203
YEAR-ROUND 206 DAYS
MONTHLY SALARY RATES
(Continued)**

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$3,504.75	\$3,681.91	\$3,865.93	\$4,058.20	\$4,261.45	044
045	3,594.01	3,772.55	3,960.69	4,159.83	4,367.20	045
046	3,681.91	3,865.93	4,058.20	4,261.45	4,474.32	046
047	3,772.55	3,960.69	4,159.83	4,367.20	4,585.56	047
048	3,865.93	4,058.20	4,261.45	4,474.32	4,696.80	048
049	3,960.69	4,159.83	4,367.20	4,585.56	4,814.91	049
050	4,058.20	4,261.45	4,474.32	4,696.80	4,931.64	050
051	4,159.83	4,367.20	4,585.56	4,814.91	5,055.24	051
052	4,261.45	4,474.32	4,696.80	4,931.64	5,177.47	052
053	4,367.20	4,585.56	4,814.91	5,055.24	5,307.93	053
054	4,474.32	4,696.80	4,931.64	5,177.47	5,437.03	054
055	4,585.56	4,814.91	5,055.24	5,307.93	5,572.99	055
056	4,696.80	4,931.64	5,177.47	5,437.03	5,708.95	056
057	4,814.91	5,055.24	5,307.93	5,572.99	5,851.77	057
058	4,931.64	5,177.47	5,437.03	5,708.95	5,993.23	058
059	5,055.24	5,307.93	5,572.99	5,851.77	6,144.29	059
060	5,177.47	5,437.03	5,708.95	5,993.23	6,292.61	060
061	5,307.93	5,572.99	5,851.77	6,144.29	6,450.55	061
062	5,437.03	5,708.95	5,993.23	6,292.61	6,608.48	062
063	5,572.99	5,851.77	6,144.29	6,450.55	6,774.65	063
064	5,708.95	5,993.23	6,292.61	6,608.48	6,939.45	064
065	5,851.77	6,144.29	6,450.55	6,774.65	7,112.49	065
066	5,993.23	6,292.61	6,608.48	6,939.45	7,286.91	066
067	6,144.29	6,450.55	6,774.65	7,112.49	7,469.56	067
068	6,292.61	6,608.48	6,939.45	7,286.91	7,650.84	068
069	6,450.55	6,774.65	7,112.49	7,469.56	7,841.73	069
070	6,608.48	6,939.45	7,286.91	7,650.84	8,032.63	070

1% increase effective 7.1.18

SAN DIEGO UNIFIED SCHOOL DISTRICT

OPERATIONS-SUPPORT SERVICES

SALARY PLAN 0205

YEAR-ROUND 205 DAYS

Effective July 1, 2018

MONTHLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,521.10	\$1,597.63	\$1,678.27	\$1,761.63	\$1,849.10	010
011	1,559.37	1,637.27	1,719.27	1,804.00	1,895.57	011
012	1,597.63	1,678.27	1,761.63	1,849.10	1,942.03	012
013	1,637.27	1,719.27	1,804.00	1,895.57	1,989.87	013
014	1,678.27	1,761.63	1,849.10	1,942.03	2,039.07	014
015	1,719.27	1,804.00	1,895.57	1,989.87	2,089.63	015
016	1,761.63	1,849.10	1,942.03	2,039.07	2,141.57	016
017	1,804.00	1,895.57	1,989.87	2,089.63	2,194.87	017
018	1,849.10	1,942.03	2,039.07	2,141.57	2,248.17	018
019	1,895.57	1,989.87	2,089.63	2,194.87	2,304.20	019
020	1,942.03	2,039.07	2,141.57	2,248.17	2,361.60	020
021	1,989.87	2,089.63	2,194.87	2,304.20	2,420.37	021
022	2,039.07	2,141.57	2,248.17	2,361.60	2,479.13	022
023	2,089.63	2,194.87	2,304.20	2,420.37	2,540.63	023
024	2,141.57	2,248.17	2,361.60	2,479.13	2,603.50	024
025	2,194.87	2,304.20	2,420.37	2,540.63	2,667.73	025
026	2,248.17	2,361.60	2,479.13	2,603.50	2,733.33	026
027	2,304.20	2,420.37	2,540.63	2,667.73	2,801.67	027
028	2,361.60	2,479.13	2,603.50	2,733.33	2,870.00	028
029	2,420.37	2,540.63	2,667.73	2,801.67	2,942.43	029
030	2,479.13	2,603.50	2,733.33	2,870.00	3,013.50	030
031	2,540.63	2,667.73	2,801.67	2,942.43	3,088.67	031
032	2,603.50	2,733.33	2,870.00	3,013.50	3,163.83	032
033	2,667.73	2,801.67	2,942.43	3,088.67	3,243.10	033
034	2,733.33	2,870.00	3,013.50	3,163.83	3,322.37	034
035	2,801.67	2,942.43	3,088.67	3,243.10	3,405.73	035
036	2,870.00	3,013.50	3,163.83	3,322.37	3,487.73	036
037	2,942.43	3,088.67	3,243.10	3,405.73	3,576.57	037
038	3,013.50	3,163.83	3,322.37	3,487.73	3,664.03	038
039	3,088.67	3,243.10	3,405.73	3,576.57	3,754.23	039
040	3,163.83	3,322.37	3,487.73	3,664.03	3,847.17	040
041	3,243.10	3,405.73	3,576.57	3,754.23	3,941.47	041
042	3,322.37	3,487.73	3,664.03	3,847.17	4,038.50	042
043	3,405.73	3,576.57	3,754.23	3,941.47	4,139.63	043

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0205
YEAR-ROUND 205 DAYS
MONTHLY SALARY RATES
(Continued)**

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$3,487.73	\$3,664.03	\$3,847.17	\$4,038.50	\$4,240.77	044
045	3,576.57	3,754.23	3,941.47	4,139.63	4,346.00	045
046	3,664.03	3,847.17	4,038.50	4,240.77	4,452.60	046
047	3,754.23	3,941.47	4,139.63	4,346.00	4,563.30	047
048	3,847.17	4,038.50	4,240.77	4,452.60	4,674.00	048
049	3,941.47	4,139.63	4,346.00	4,563.30	4,791.53	049
050	4,038.50	4,240.77	4,452.60	4,674.00	4,907.70	050
051	4,139.63	4,346.00	4,563.30	4,791.53	5,030.70	051
052	4,240.77	4,452.60	4,674.00	4,907.70	5,152.33	052
053	4,346.00	4,563.30	4,791.53	5,030.70	5,282.17	053
054	4,452.60	4,674.00	4,907.70	5,152.33	5,410.63	054
055	4,563.30	4,791.53	5,030.70	5,282.17	5,545.93	055
056	4,674.00	4,907.70	5,152.33	5,410.63	5,681.23	056
057	4,791.53	5,030.70	5,282.17	5,545.93	5,823.37	057
058	4,907.70	5,152.33	5,410.63	5,681.23	5,964.13	058
059	5,030.70	5,282.17	5,545.93	5,823.37	6,114.47	059
060	5,152.33	5,410.63	5,681.23	5,964.13	6,262.07	060
061	5,282.17	5,545.93	5,823.37	6,114.47	6,419.23	061
062	5,410.63	5,681.23	5,964.13	6,262.07	6,576.40	062
063	5,545.93	5,823.37	6,114.47	6,419.23	6,741.77	063
064	5,681.23	5,964.13	6,262.07	6,576.40	6,905.77	064
065	5,823.37	6,114.47	6,419.23	6,741.77	7,077.97	065
066	5,964.13	6,262.07	6,576.40	6,905.77	7,251.53	066
067	6,114.47	6,419.23	6,741.77	7,077.97	7,433.30	067
068	6,262.07	6,576.40	6,905.77	7,251.53	7,613.70	068
069	6,419.23	6,741.77	7,077.97	7,433.30	7,803.67	069
070	6,576.40	6,905.77	7,251.53	7,613.70	7,993.63	070

1% increase effective 7.1.18

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0207**

Effective July 1, 2018

MONTHLY SALARY RATES 11 MONTH/12 PAY 239 DAYS

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,773.38	\$1,862.61	\$1,956.61	\$2,053.81	\$2,155.78	010
011	1,817.99	1,908.81	2,004.41	2,103.20	2,209.95	011
012	1,862.61	1,956.61	2,053.81	2,155.78	2,264.13	012
013	1,908.81	2,004.41	2,103.20	2,209.95	2,319.89	013
014	1,956.61	2,053.81	2,155.78	2,264.13	2,377.25	014
015	2,004.41	2,103.20	2,209.95	2,319.89	2,436.21	015
016	2,053.81	2,155.78	2,264.13	2,377.25	2,496.75	016
017	2,103.20	2,209.95	2,319.89	2,436.21	2,558.89	017
018	2,155.78	2,264.13	2,377.25	2,496.75	2,621.03	018
019	2,209.95	2,319.89	2,436.21	2,558.89	2,686.36	019
020	2,264.13	2,377.25	2,496.75	2,621.03	2,753.28	020
021	2,319.89	2,436.21	2,558.89	2,686.36	2,821.79	021
022	2,377.25	2,496.75	2,621.03	2,753.28	2,890.31	022
023	2,436.21	2,558.89	2,686.36	2,821.79	2,962.01	023
024	2,496.75	2,621.03	2,753.28	2,890.31	3,035.30	024
025	2,558.89	2,686.36	2,821.79	2,962.01	3,110.19	025
026	2,621.03	2,753.28	2,890.31	3,035.30	3,186.67	026
027	2,686.36	2,821.79	2,962.01	3,110.19	3,266.33	027
028	2,753.28	2,890.31	3,035.30	3,186.67	3,346.00	028
029	2,821.79	2,962.01	3,110.19	3,266.33	3,430.45	029
030	2,890.31	3,035.30	3,186.67	3,346.00	3,513.30	030
031	2,962.01	3,110.19	3,266.33	3,430.45	3,600.93	031
032	3,035.30	3,186.67	3,346.00	3,513.30	3,688.57	032
033	3,110.19	3,266.33	3,430.45	3,600.93	3,780.98	033
034	3,186.67	3,346.00	3,513.30	3,688.57	3,873.39	034
035	3,266.33	3,430.45	3,600.93	3,780.98	3,970.59	035
036	3,346.00	3,513.30	3,688.57	3,873.39	4,066.19	036
037	3,430.45	3,600.93	3,780.98	3,970.59	4,169.75	037
038	3,513.30	3,688.57	3,873.39	4,066.19	4,271.73	038
039	3,600.93	3,780.98	3,970.59	4,169.75	4,376.89	039
040	3,688.57	3,873.39	4,066.19	4,271.73	4,485.23	040
041	3,780.98	3,970.59	4,169.75	4,376.89	4,595.17	041
042	3,873.39	4,066.19	4,271.73	4,485.23	4,708.30	042
043	3,970.59	4,169.75	4,376.89	4,595.17	4,826.21	043

SALARY PLAN 0207
MONTHLY SALARY RATES 11 MONTH/12 PAY 239 DAYS
(Continued)

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$4,066.19	\$4,271.73	\$4,485.23	\$4,708.30	\$4,944.11	044
045	4,169.75	4,376.89	4,595.17	4,826.21	5,066.80	045
046	4,271.73	4,485.23	4,708.30	4,944.11	5,191.08	046
047	4,376.89	4,595.17	4,826.21	5,066.80	5,320.14	047
048	4,485.23	4,708.30	4,944.11	5,191.08	5,449.20	048
049	4,595.17	4,826.21	5,066.80	5,320.14	5,586.23	049
050	4,708.30	4,944.11	5,191.08	5,449.20	5,721.66	050
051	4,826.21	5,066.80	5,320.14	5,586.23	5,865.06	051
052	4,944.11	5,191.08	5,449.20	5,721.66	6,006.87	052
053	5,066.80	5,320.14	5,586.23	5,865.06	6,158.23	053
054	5,191.08	5,449.20	5,721.66	6,006.87	6,308.01	054
055	5,320.14	5,586.23	5,865.06	6,158.23	6,465.75	055
056	5,449.20	5,721.66	6,006.87	6,308.01	6,623.49	056
057	5,586.23	5,865.06	6,158.23	6,465.75	6,789.19	057
058	5,721.66	6,006.87	6,308.01	6,623.49	6,953.31	058
059	5,865.06	6,158.23	6,465.75	6,789.19	7,128.57	059
060	6,006.87	6,308.01	6,623.49	6,953.31	7,300.65	060
061	6,158.23	6,465.75	6,789.19	7,128.57	7,483.89	061
062	6,308.01	6,623.49	6,953.31	7,300.65	7,667.12	062
063	6,465.75	6,789.19	7,128.57	7,483.89	7,859.91	063
064	6,623.49	6,953.31	7,300.65	7,667.12	8,051.11	064
065	6,789.19	7,128.57	7,483.89	7,859.91	8,251.87	065
066	6,953.31	7,300.65	7,667.12	8,051.11	8,454.23	066
067	7,128.57	7,483.89	7,859.91	8,251.87	8,666.14	067
068	7,300.65	7,667.12	8,051.11	8,454.23	8,876.46	068
069	7,483.89	7,859.91	8,251.87	8,666.14	9,097.93	069
070	7,667.12	8,051.11	8,454.23	8,876.46	9,319.41	070

1% increase effective 7.1.18

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0209**

Effective July 1, 2018

MONTHLY SALARY RATES 10 MONTH/12 PAY 217 DAYS

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,610.14	\$1,691.15	\$1,776.51	\$1,864.75	\$1,957.34	010
011	1,650.65	1,733.11	1,819.91	1,909.60	2,006.53	011
012	1,691.15	1,776.51	1,864.75	1,957.34	2,055.71	012
013	1,733.11	1,819.91	1,909.60	2,006.53	2,106.35	013
014	1,776.51	1,864.75	1,957.34	2,055.71	2,158.43	014
015	1,819.91	1,909.60	2,006.53	2,106.35	2,211.95	015
016	1,864.75	1,957.34	2,055.71	2,158.43	2,266.93	016
017	1,909.60	2,006.53	2,106.35	2,211.95	2,323.35	017
018	1,957.34	2,055.71	2,158.43	2,266.93	2,379.77	018
019	2,006.53	2,106.35	2,211.95	2,323.35	2,439.08	019
020	2,055.71	2,158.43	2,266.93	2,379.77	2,499.84	020
021	2,106.35	2,211.95	2,323.35	2,439.08	2,562.05	021
022	2,158.43	2,266.93	2,379.77	2,499.84	2,624.25	022
023	2,211.95	2,323.35	2,439.08	2,562.05	2,689.35	023
024	2,266.93	2,379.77	2,499.84	2,624.25	2,755.90	024
025	2,323.35	2,439.08	2,562.05	2,689.35	2,823.89	025
026	2,379.77	2,499.84	2,624.25	2,755.90	2,893.33	026
027	2,439.08	2,562.05	2,689.35	2,823.89	2,965.67	027
028	2,499.84	2,624.25	2,755.90	2,893.33	3,038.00	028
029	2,562.05	2,689.35	2,823.89	2,965.67	3,114.67	029
030	2,624.25	2,755.90	2,893.33	3,038.00	3,189.90	030
031	2,689.35	2,823.89	2,965.67	3,114.67	3,269.47	031
032	2,755.90	2,893.33	3,038.00	3,189.90	3,349.03	032
033	2,823.89	2,965.67	3,114.67	3,269.47	3,432.94	033
034	2,893.33	3,038.00	3,189.90	3,349.03	3,516.85	034
035	2,965.67	3,114.67	3,269.47	3,432.94	3,605.09	035
036	3,038.00	3,189.90	3,349.03	3,516.85	3,691.89	036
037	3,114.67	3,269.47	3,432.94	3,605.09	3,785.93	037
038	3,189.90	3,349.03	3,516.85	3,691.89	3,878.51	038
039	3,269.47	3,432.94	3,605.09	3,785.93	3,973.99	039
040	3,349.03	3,516.85	3,691.89	3,878.51	4,072.37	040
041	3,432.94	3,605.09	3,785.93	3,973.99	4,172.19	041
042	3,516.85	3,691.89	3,878.51	4,072.37	4,274.90	042
043	3,605.09	3,785.93	3,973.99	4,172.19	4,381.95	043

SALARY PLAN 0209
MONTHLY SALARY RATES 10 MONTH/12 PAY 217 DAYS
(Continued)

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$3,691.89	\$3,878.51	\$4,072.37	\$4,274.90	\$4,489.01	044
045	3,785.93	3,973.99	4,172.19	4,381.95	4,600.40	045
046	3,878.51	4,072.37	4,274.90	4,489.01	4,713.24	046
047	3,973.99	4,172.19	4,381.95	4,600.40	4,830.42	047
048	4,072.37	4,274.90	4,489.01	4,713.24	4,947.60	048
049	4,172.19	4,381.95	4,600.40	4,830.42	5,072.01	049
050	4,274.90	4,489.01	4,713.24	4,947.60	5,194.98	050
051	4,381.95	4,600.40	4,830.42	5,072.01	5,325.18	051
052	4,489.01	4,713.24	4,947.60	5,194.98	5,453.93	052
053	4,600.40	4,830.42	5,072.01	5,325.18	5,591.37	053
054	4,713.24	4,947.60	5,194.98	5,453.93	5,727.35	054
055	4,830.42	5,072.01	5,325.18	5,591.37	5,870.57	055
056	4,947.60	5,194.98	5,453.93	5,727.35	6,013.79	056
057	5,072.01	5,325.18	5,591.37	5,870.57	6,164.25	057
058	5,194.98	5,453.93	5,727.35	6,013.79	6,313.25	058
059	5,325.18	5,591.37	5,870.57	6,164.25	6,472.39	059
060	5,453.93	5,727.35	6,013.79	6,313.25	6,628.63	060
061	5,591.37	5,870.57	6,164.25	6,472.39	6,794.99	061
062	5,727.35	6,013.79	6,313.25	6,628.63	6,961.36	062
063	5,870.57	6,164.25	6,472.39	6,794.99	7,136.41	063
064	6,013.79	6,313.25	6,628.63	6,961.36	7,310.01	064
065	6,164.25	6,472.39	6,794.99	7,136.41	7,492.29	065
066	6,313.25	6,628.63	6,961.36	7,310.01	7,676.01	066
067	6,472.39	6,794.99	7,136.41	7,492.29	7,868.42	067
068	6,628.63	6,961.36	7,310.01	7,676.01	8,059.38	068
069	6,794.99	7,136.41	7,492.29	7,868.42	8,260.47	069
070	6,961.36	7,310.01	7,676.01	8,059.38	8,461.55	070

1% increase effective 7.1.18

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0211
MODIFIED WORK YEAR**

Effective July 1, 2018

MONTHLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,884.05	\$1,978.68	\$2,078.71	\$2,182.26	\$2,291.23	010
011	1,932.27	2,028.73	2,130.52	2,235.89	2,348.36	011
012	1,978.68	2,078.71	2,182.26	2,291.23	2,405.52	012
013	2,028.73	2,130.52	2,235.89	2,348.36	2,466.27	013
014	2,078.71	2,182.26	2,291.23	2,405.52	2,526.94	014
015	2,130.52	2,235.89	2,348.36	2,466.27	2,589.50	015
016	2,182.26	2,291.23	2,405.52	2,526.94	2,653.80	016
017	2,235.89	2,348.36	2,466.27	2,589.50	2,719.83	017
018	2,291.23	2,405.52	2,526.94	2,653.80	2,785.95	018
019	2,348.36	2,466.27	2,589.50	2,719.83	2,855.57	019
020	2,405.52	2,526.94	2,653.80	2,785.95	2,925.22	020
021	2,466.27	2,589.50	2,719.83	2,855.57	2,998.42	021
022	2,526.94	2,653.80	2,785.95	2,925.22	3,071.64	022
023	2,589.50	2,719.83	2,855.57	2,998.42	3,148.44	023
024	2,653.80	2,785.95	2,925.22	3,071.64	3,225.21	024
025	2,719.83	2,855.57	2,998.42	3,148.44	3,305.61	025
026	2,785.95	2,925.22	3,071.64	3,225.21	3,385.95	026
027	2,855.57	2,998.42	3,148.44	3,305.61	3,471.72	027
028	2,925.22	3,071.64	3,225.21	3,385.95	3,555.62	028
029	2,998.42	3,148.44	3,305.61	3,471.72	3,644.88	029
030	3,071.64	3,225.21	3,385.95	3,555.62	3,734.21	030
031	3,148.44	3,305.61	3,471.72	3,644.88	3,827.06	031
032	3,225.21	3,385.95	3,555.62	3,734.21	3,919.91	032
033	3,305.61	3,471.72	3,644.88	3,827.06	4,018.16	033
034	3,385.95	3,555.62	3,734.21	3,919.91	4,116.38	034
035	3,471.72	3,644.88	3,827.06	4,018.16	4,219.97	035
036	3,555.62	3,734.21	3,919.91	4,116.38	4,321.77	036
037	3,644.88	3,827.06	4,018.16	4,219.97	4,430.69	037
038	3,734.21	3,919.91	4,116.38	4,321.77	4,539.62	038
039	3,827.06	4,018.16	4,219.97	4,430.69	4,652.14	039
040	3,919.91	4,116.38	4,321.77	4,539.62	4,766.45	040
041	4,018.16	4,219.97	4,430.69	4,652.14	4,884.31	041
042	4,116.38	4,321.77	4,539.62	4,766.45	5,003.94	042
043	4,219.97	4,430.69	4,652.14	4,884.31	5,128.94	043

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0211
MODIFIED WORK YEAR
MONTHLY SALARY RATES
(Continued)**

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$4,321.77	\$4,539.62	\$4,766.45	\$5,003.94	\$5,253.97	044
045	4,430.69	4,652.14	4,884.31	5,128.94	5,384.30	045
046	4,539.62	4,766.45	5,003.94	5,253.97	5,516.46	046
047	4,652.14	4,884.31	5,128.94	5,384.30	5,654.01	047
048	4,766.45	5,003.94	5,253.97	5,516.46	5,791.53	048
049	4,884.31	5,128.94	5,384.30	5,654.01	5,936.13	049
050	5,003.94	5,253.97	5,516.46	5,791.53	6,080.81	050
051	5,128.94	5,384.30	5,654.01	5,936.13	6,232.62	051
052	5,253.97	5,516.46	5,791.53	6,080.81	6,384.41	052
053	5,384.30	5,654.01	5,936.13	6,232.62	6,545.12	053
054	5,516.46	5,791.53	6,080.81	6,384.41	6,704.09	054
055	5,654.01	5,936.13	6,232.62	6,545.12	6,871.93	055
056	5,791.53	6,080.81	6,384.41	6,704.09	7,039.81	056
057	5,936.13	6,232.62	6,545.12	6,871.93	7,214.83	057
058	6,080.81	6,384.41	6,704.09	7,039.81	7,389.82	058
059	6,232.62	6,545.12	6,871.93	7,214.83	7,575.55	059
060	6,384.41	6,704.09	7,039.81	7,389.82	7,759.52	060
061	6,545.12	6,871.93	7,214.83	7,575.55	7,954.14	061
062	6,704.09	7,039.81	7,389.82	7,759.52	8,148.80	062
063	6,871.93	7,214.83	7,575.55	7,954.14	8,352.36	063
064	7,039.81	7,389.82	7,759.52	8,148.80	8,555.97	064
065	7,214.83	7,575.55	7,954.14	8,352.36	8,770.29	065
066	7,389.82	7,759.52	8,148.80	8,555.97	8,984.56	066
067	7,575.55	7,954.14	8,352.36	8,770.29	9,209.61	067
068	7,759.52	8,148.80	8,555.97	8,984.56	9,432.80	068
069	7,954.14	8,352.36	8,770.29	9,209.61	9,668.51	069
070	8,148.80	8,555.97	8,984.56	9,432.80	9,904.29	070

1% increase effective 7.1.18

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0201**

Effective January 1, 2019

MONTHLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,947.86	\$2,045.69	\$2,149.11	\$2,256.16	\$2,368.80	010
011	1,997.69	2,097.42	2,202.65	2,311.58	2,427.88	011
012	2,045.69	2,149.11	2,256.16	2,368.80	2,486.98	012
013	2,097.42	2,202.65	2,311.58	2,427.88	2,549.76	013
014	2,149.11	2,256.16	2,368.80	2,486.98	2,612.49	014
015	2,202.65	2,311.58	2,427.88	2,549.76	2,677.17	015
016	2,256.16	2,368.80	2,486.98	2,612.49	2,743.64	016
017	2,311.58	2,427.88	2,549.76	2,677.17	2,811.91	017
018	2,368.80	2,486.98	2,612.49	2,743.64	2,880.27	018
019	2,427.88	2,549.76	2,677.17	2,811.91	2,952.24	019
020	2,486.98	2,612.49	2,743.64	2,880.27	3,024.28	020
021	2,549.76	2,677.17	2,811.91	2,952.24	3,099.95	021
022	2,612.49	2,743.64	2,880.27	3,024.28	3,175.64	022
023	2,677.17	2,811.91	2,952.24	3,099.95	3,255.03	023
024	2,743.64	2,880.27	3,024.28	3,175.64	3,334.42	024
025	2,811.91	2,952.24	3,099.95	3,255.03	3,417.53	025
026	2,880.27	3,024.28	3,175.64	3,334.42	3,500.61	026
027	2,952.24	3,099.95	3,255.03	3,417.53	3,589.26	027
028	3,024.28	3,175.64	3,334.42	3,500.61	3,676.02	028
029	3,099.95	3,255.03	3,417.53	3,589.26	3,768.31	029
030	3,175.64	3,334.42	3,500.61	3,676.02	3,860.63	030
031	3,255.03	3,417.53	3,589.26	3,768.31	3,956.63	031
032	3,334.42	3,500.61	3,676.02	3,860.63	4,052.64	032
033	3,417.53	3,589.26	3,768.31	3,956.63	4,154.21	033
034	3,500.61	3,676.02	3,860.63	4,052.64	4,255.76	034
035	3,589.26	3,768.31	3,956.63	4,154.21	4,362.85	035
036	3,676.02	3,860.63	4,052.64	4,255.76	4,468.09	036
037	3,768.31	3,956.63	4,154.21	4,362.85	4,580.72	037
038	3,860.63	4,052.64	4,255.76	4,468.09	4,693.33	038
039	3,956.63	4,154.21	4,362.85	4,580.72	4,809.64	039
040	4,052.64	4,255.76	4,468.09	4,693.33	4,927.84	040
041	4,154.21	4,362.85	4,580.72	4,809.64	5,049.67	041
042	4,255.76	4,468.09	4,693.33	4,927.84	5,173.36	042
043	4,362.85	4,580.72	4,809.64	5,049.67	5,302.60	043

OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0201
MONTHLY SALARY RATES
(Continued)

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$4,468.09	\$4,693.33	\$4,927.84	\$5,173.36	\$5,431.87	044
045	4,580.72	4,809.64	5,049.67	5,302.60	5,566.62	045
046	4,693.33	4,927.84	5,173.36	5,431.87	5,703.25	046
047	4,809.64	5,049.67	5,302.60	5,566.62	5,845.45	047
048	4,927.84	5,173.36	5,431.87	5,703.25	5,987.61	048
049	5,049.67	5,302.60	5,566.62	5,845.45	6,137.13	049
050	5,173.36	5,431.87	5,703.25	5,987.61	6,286.69	050
051	5,302.60	5,566.62	5,845.45	6,137.13	6,443.66	051
052	5,431.87	5,703.25	5,987.61	6,286.69	6,600.56	052
053	5,566.62	5,845.45	6,137.13	6,443.66	6,766.72	053
054	5,703.25	5,987.61	6,286.69	6,600.56	6,931.07	054
055	5,845.45	6,137.13	6,443.66	6,766.72	7,104.59	055
056	5,987.61	6,286.69	6,600.56	6,931.07	7,278.15	056
057	6,137.13	6,443.66	6,766.72	7,104.59	7,459.12	057
058	6,286.69	6,600.56	6,931.07	7,278.15	7,640.02	058
059	6,443.66	6,766.72	7,104.59	7,459.12	7,832.06	059
060	6,600.56	6,931.07	7,278.15	7,640.02	8,022.23	060
061	6,766.72	7,104.59	7,459.12	7,832.06	8,223.44	061
062	6,931.07	7,278.15	7,640.02	8,022.23	8,424.69	062
063	7,104.59	7,459.12	7,832.06	8,223.44	8,635.18	063
064	7,278.15	7,640.02	8,022.23	8,424.69	8,845.67	064
065	7,459.12	7,832.06	8,223.44	8,635.18	9,067.22	065
066	7,640.02	8,022.23	8,424.69	8,845.67	9,288.77	066
067	7,832.06	8,223.44	8,635.18	9,067.22	9,521.44	067
068	8,022.23	8,424.69	8,845.67	9,288.77	9,752.20	068
069	8,223.44	8,635.18	9,067.22	9,521.44	9,995.88	069
070	8,424.69	8,845.67	9,288.77	9,752.20	10,239.63	070

1% increase effective 1.1.19

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OPERATIONS-SUPPORT SERVICES
HOURLY SALARY RATES**

Effective January 1, 2019

HOURLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$11.24	\$11.80	\$12.40	\$13.02	\$13.67	010
011	11.53	12.10	12.71	13.34	14.01	011
012	11.80	12.40	13.02	13.67	14.35	012
013	12.10	12.71	13.34	14.01	14.71	013
014	12.40	13.02	13.67	14.35	15.07	014
015	12.71	13.34	14.01	14.71	15.45	015
016	13.02	13.67	14.35	15.07	15.83	016
017	13.34	14.01	14.71	15.45	16.22	017
018	13.67	14.35	15.07	15.83	16.62	018
019	14.01	14.71	15.45	16.22	17.03	019
020	14.35	15.07	15.83	16.62	17.45	020
021	14.71	15.45	16.22	17.03	17.88	021
022	15.07	15.83	16.62	17.45	18.32	022
023	15.45	16.22	17.03	17.88	18.78	023
024	15.83	16.62	17.45	18.32	19.24	024
025	16.22	17.03	17.88	18.78	19.72	025
026	16.62	17.45	18.32	19.24	20.20	026
027	17.03	17.88	18.78	19.72	20.71	027
028	17.45	18.32	19.24	20.20	21.21	028
029	17.88	18.78	19.72	20.71	21.74	029
030	18.32	19.24	20.20	21.21	22.27	030
031	18.78	19.72	20.71	21.74	22.83	031
032	19.24	20.20	21.21	22.27	23.38	032
033	19.72	20.71	21.74	22.83	23.97	033
034	20.20	21.21	22.27	23.38	24.55	034
035	20.71	21.74	22.83	23.97	25.17	035
036	21.21	22.27	23.38	24.55	25.78	036
037	21.74	22.83	23.97	25.17	26.43	037
038	22.27	23.38	24.55	25.78	27.08	038
039	22.83	23.97	25.17	26.43	27.75	039
040	23.38	24.55	25.78	27.08	28.43	040
041	23.97	25.17	26.43	27.75	29.13	041
042	24.55	25.78	27.08	28.43	29.85	042
043	25.17	26.43	27.75	29.13	30.59	043

**OPERATIONS-SUPPORT SERVICES
HOURLY SALARY RATES**

(Continued)

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$25.78	\$27.08	\$28.43	\$29.85	\$31.34	044
045	26.43	27.75	29.13	30.59	32.12	045
046	27.08	28.43	29.85	31.34	32.90	046
047	27.75	29.13	30.59	32.12	33.72	047
048	28.43	29.85	31.34	32.90	34.54	048
049	29.13	30.59	32.12	33.72	35.41	049
050	29.85	31.34	32.90	34.54	36.27	050
051	30.59	32.12	33.72	35.41	37.18	051
052	31.34	32.90	34.54	36.27	38.08	052
053	32.12	33.72	35.41	37.18	39.04	053
054	32.90	34.54	36.27	38.08	39.99	054
055	33.72	35.41	37.18	39.04	40.99	055
056	34.54	36.27	38.08	39.99	41.99	056
057	35.41	37.18	39.04	40.99	43.03	057
058	36.27	38.08	39.99	41.99	44.08	058
059	37.18	39.04	40.99	43.03	45.19	059
060	38.08	39.99	41.99	44.08	46.28	060
061	39.04	40.99	43.03	45.19	47.44	061
062	39.99	41.99	44.08	46.28	48.60	062
063	40.99	43.03	45.19	47.44	49.82	063
064	41.99	44.08	46.28	48.60	51.03	064
065	43.03	45.19	47.44	49.82	52.31	065
066	44.08	46.28	48.60	51.03	53.59	066
067	45.19	47.44	49.82	52.31	54.93	067
068	46.28	48.60	51.03	53.59	56.26	068
069	47.44	49.82	52.31	54.93	57.67	069
070	48.60	51.03	53.59	56.26	59.08	070

1% increase effective 1.1.19

SAN DIEGO UNIFIED SCHOOL DISTRICT

OPERATIONS-SUPPORT SERVICES

SALARY PLAN 0203

YEAR-ROUND 206 DAYS

Effective January 1, 2019

MONTHLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,543.63	\$1,620.53	\$1,702.93	\$1,788.08	\$1,877.35	010
011	1,583.45	1,661.73	1,745.51	1,832.03	1,924.04	011
012	1,620.53	1,702.93	1,788.08	1,877.35	1,970.73	012
013	1,661.73	1,745.51	1,832.03	1,924.04	2,020.17	013
014	1,702.93	1,788.08	1,877.35	1,970.73	2,069.61	014
015	1,745.51	1,832.03	1,924.04	2,020.17	2,121.80	015
016	1,788.08	1,877.35	1,970.73	2,069.61	2,173.99	016
017	1,832.03	1,924.04	2,020.17	2,121.80	2,227.55	017
018	1,877.35	1,970.73	2,069.61	2,173.99	2,282.48	018
019	1,924.04	2,020.17	2,121.80	2,227.55	2,338.79	019
020	1,970.73	2,069.61	2,173.99	2,282.48	2,396.47	020
021	2,020.17	2,121.80	2,227.55	2,338.79	2,455.52	021
022	2,069.61	2,173.99	2,282.48	2,396.47	2,515.95	022
023	2,121.80	2,227.55	2,338.79	2,455.52	2,579.12	023
024	2,173.99	2,282.48	2,396.47	2,515.95	2,642.29	024
025	2,227.55	2,338.79	2,455.52	2,579.12	2,708.21	025
026	2,282.48	2,396.47	2,515.95	2,642.29	2,774.13	026
027	2,338.79	2,455.52	2,579.12	2,708.21	2,844.17	027
028	2,396.47	2,515.95	2,642.29	2,774.13	2,912.84	028
029	2,455.52	2,579.12	2,708.21	2,844.17	2,985.63	029
030	2,515.95	2,642.29	2,774.13	2,912.84	3,058.41	030
031	2,579.12	2,708.21	2,844.17	2,985.63	3,135.32	031
032	2,642.29	2,774.13	2,912.84	3,058.41	3,210.85	032
033	2,708.21	2,844.17	2,985.63	3,135.32	3,291.88	033
034	2,774.13	2,912.84	3,058.41	3,210.85	3,371.53	034
035	2,844.17	2,985.63	3,135.32	3,291.88	3,456.68	035
036	2,912.84	3,058.41	3,210.85	3,371.53	3,540.45	036
037	2,985.63	3,135.32	3,291.88	3,456.68	3,629.72	037
038	3,058.41	3,210.85	3,371.53	3,540.45	3,718.99	038
039	3,135.32	3,291.88	3,456.68	3,629.72	3,811.00	039
040	3,210.85	3,371.53	3,540.45	3,718.99	3,904.39	040
041	3,291.88	3,456.68	3,629.72	3,811.00	4,000.52	041
042	3,371.53	3,540.45	3,718.99	3,904.39	4,099.40	042
043	3,456.68	3,629.72	3,811.00	4,000.52	4,201.03	043

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0203
YEAR-ROUND 206 DAYS
MONTHLY SALARY RATES
(Continued)**

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$3,540.45	\$3,718.99	\$3,904.39	\$4,099.40	\$4,304.03	044
045	3,629.72	3,811.00	4,000.52	4,201.03	4,411.15	045
046	3,718.99	3,904.39	4,099.40	4,304.03	4,518.27	046
047	3,811.00	4,000.52	4,201.03	4,411.15	4,630.88	047
048	3,904.39	4,099.40	4,304.03	4,518.27	4,743.49	048
049	4,000.52	4,201.03	4,411.15	4,630.88	4,862.97	049
050	4,099.40	4,304.03	4,518.27	4,743.49	4,981.08	050
051	4,201.03	4,411.15	4,630.88	4,862.97	5,106.05	051
052	4,304.03	4,518.27	4,743.49	4,981.08	5,229.65	052
053	4,411.15	4,630.88	4,862.97	5,106.05	5,361.49	053
054	4,518.27	4,743.49	4,981.08	5,229.65	5,491.96	054
055	4,630.88	4,862.97	5,106.05	5,361.49	5,629.29	055
056	4,743.49	4,981.08	5,229.65	5,491.96	5,766.63	056
057	4,862.97	5,106.05	5,361.49	5,629.29	5,909.45	057
058	4,981.08	5,229.65	5,491.96	5,766.63	6,053.65	058
059	5,106.05	5,361.49	5,629.29	5,909.45	6,206.09	059
060	5,229.65	5,491.96	5,766.63	6,053.65	6,355.79	060
061	5,361.49	5,629.29	5,909.45	6,206.09	6,515.09	061
062	5,491.96	5,766.63	6,053.65	6,355.79	6,674.40	062
063	5,629.29	5,909.45	6,206.09	6,515.09	6,841.95	063
064	5,766.63	6,053.65	6,355.79	6,674.40	7,008.12	064
065	5,909.45	6,206.09	6,515.09	6,841.95	7,183.91	065
066	6,053.65	6,355.79	6,674.40	7,008.12	7,359.69	066
067	6,206.09	6,515.09	6,841.95	7,183.91	7,543.72	067
068	6,355.79	6,674.40	7,008.12	7,359.69	7,726.37	068
069	6,515.09	6,841.95	7,183.91	7,543.72	7,920.01	069
070	6,674.40	7,008.12	7,359.69	7,726.37	8,113.65	070

1% increase effective 1.1.19

SAN DIEGO UNIFIED SCHOOL DISTRICT

OPERATIONS-SUPPORT SERVICES

SALARY PLAN 0205

YEAR-ROUND 205 DAYS

Effective January 1, 2019

MONTHLY SALARY RATES

Salary Grade	01	02	STEPS 03	04	05	Salary Grade
010	\$1,536.13	\$1,612.67	\$1,694.67	\$1,779.40	\$1,868.23	010
011	1,575.77	1,653.67	1,737.03	1,823.13	1,914.70	011
012	1,612.67	1,694.67	1,779.40	1,868.23	1,961.17	012
013	1,653.67	1,737.03	1,823.13	1,914.70	2,010.37	013
014	1,694.67	1,779.40	1,868.23	1,961.17	2,059.57	014
015	1,737.03	1,823.13	1,914.70	2,010.37	2,111.50	015
016	1,779.40	1,868.23	1,961.17	2,059.57	2,163.43	016
017	1,823.13	1,914.70	2,010.37	2,111.50	2,216.73	017
018	1,868.23	1,961.17	2,059.57	2,163.43	2,271.40	018
019	1,914.70	2,010.37	2,111.50	2,216.73	2,327.43	019
020	1,961.17	2,059.57	2,163.43	2,271.40	2,384.83	020
021	2,010.37	2,111.50	2,216.73	2,327.43	2,443.60	021
022	2,059.57	2,163.43	2,271.40	2,384.83	2,503.73	022
023	2,111.50	2,216.73	2,327.43	2,443.60	2,566.60	023
024	2,163.43	2,271.40	2,384.83	2,503.73	2,629.47	024
025	2,216.73	2,327.43	2,443.60	2,566.60	2,695.07	025
026	2,271.40	2,384.83	2,503.73	2,629.47	2,760.67	026
027	2,327.43	2,443.60	2,566.60	2,695.07	2,830.37	027
028	2,384.83	2,503.73	2,629.47	2,760.67	2,898.70	028
029	2,443.60	2,566.60	2,695.07	2,830.37	2,971.13	029
030	2,503.73	2,629.47	2,760.67	2,898.70	3,043.57	030
031	2,566.60	2,695.07	2,830.37	2,971.13	3,120.10	031
032	2,629.47	2,760.67	2,898.70	3,043.57	3,195.27	032
033	2,695.07	2,830.37	2,971.13	3,120.10	3,275.90	033
034	2,760.67	2,898.70	3,043.57	3,195.27	3,355.17	034
035	2,830.37	2,971.13	3,120.10	3,275.90	3,439.90	035
036	2,898.70	3,043.57	3,195.27	3,355.17	3,523.27	036
037	2,971.13	3,120.10	3,275.90	3,439.90	3,612.10	037
038	3,043.57	3,195.27	3,355.17	3,523.27	3,700.93	038
039	3,120.10	3,275.90	3,439.90	3,612.10	3,792.50	039
040	3,195.27	3,355.17	3,523.27	3,700.93	3,885.43	040
041	3,275.90	3,439.90	3,612.10	3,792.50	3,981.10	041
042	3,355.17	3,523.27	3,700.93	3,885.43	4,079.50	042
043	3,439.90	3,612.10	3,792.50	3,981.10	4,180.63	043

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0205
YEAR-ROUND 205 DAYS
MONTHLY SALARY RATES
(Continued)**

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$3,523.27	\$3,700.93	\$3,885.43	\$4,079.50	\$4,283.13	044
045	3,612.10	3,792.50	3,981.10	4,180.63	4,389.73	045
046	3,700.93	3,885.43	4,079.50	4,283.13	4,496.33	046
047	3,792.50	3,981.10	4,180.63	4,389.73	4,608.40	047
048	3,885.43	4,079.50	4,283.13	4,496.33	4,720.47	048
049	3,981.10	4,180.63	4,389.73	4,608.40	4,839.37	049
050	4,079.50	4,283.13	4,496.33	4,720.47	4,956.90	050
051	4,180.63	4,389.73	4,608.40	4,839.37	5,081.27	051
052	4,283.13	4,496.33	4,720.47	4,956.90	5,204.27	052
053	4,389.73	4,608.40	4,839.37	5,081.27	5,335.47	053
054	4,496.33	4,720.47	4,956.90	5,204.27	5,465.30	054
055	4,608.40	4,839.37	5,081.27	5,335.47	5,601.97	055
056	4,720.47	4,956.90	5,204.27	5,465.30	5,738.63	056
057	4,839.37	5,081.27	5,335.47	5,601.97	5,880.77	057
058	4,956.90	5,204.27	5,465.30	5,738.63	6,024.27	058
059	5,081.27	5,335.47	5,601.97	5,880.77	6,175.97	059
060	5,204.27	5,465.30	5,738.63	6,024.27	6,324.93	060
061	5,335.47	5,601.97	5,880.77	6,175.97	6,483.47	061
062	5,465.30	5,738.63	6,024.27	6,324.93	6,642.00	062
063	5,601.97	5,880.77	6,175.97	6,483.47	6,808.73	063
064	5,738.63	6,024.27	6,324.93	6,642.00	6,974.10	064
065	5,880.77	6,175.97	6,483.47	6,808.73	7,149.03	065
066	6,024.27	6,324.93	6,642.00	6,974.10	7,323.97	066
067	6,175.97	6,483.47	6,808.73	7,149.03	7,507.10	067
068	6,324.93	6,642.00	6,974.10	7,323.97	7,688.87	068
069	6,483.47	6,808.73	7,149.03	7,507.10	7,881.57	069
070	6,642.00	6,974.10	7,323.97	7,688.87	8,074.27	070

1% increase effective 1.1.19

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0207**

Effective January 1, 2019

MONTHLY SALARY RATES 11 MONTH/12 PAY 239 DAYS

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,790.91	\$1,880.13	\$1,975.73	\$2,074.52	\$2,178.09	010
011	1,837.11	1,927.93	2,025.13	2,125.51	2,232.26	011
012	1,880.13	1,975.73	2,074.52	2,178.09	2,286.43	012
013	1,927.93	2,025.13	2,125.51	2,232.26	2,343.79	013
014	1,975.73	2,074.52	2,178.09	2,286.43	2,401.15	014
015	2,025.13	2,125.51	2,232.26	2,343.79	2,461.70	015
016	2,074.52	2,178.09	2,286.43	2,401.15	2,522.25	016
017	2,125.51	2,232.26	2,343.79	2,461.70	2,584.39	017
018	2,178.09	2,286.43	2,401.15	2,522.25	2,648.12	018
019	2,232.26	2,343.79	2,461.70	2,584.39	2,713.45	019
020	2,286.43	2,401.15	2,522.25	2,648.12	2,780.37	020
021	2,343.79	2,461.70	2,584.39	2,713.45	2,848.88	021
022	2,401.15	2,522.25	2,648.12	2,780.37	2,918.99	022
023	2,461.70	2,584.39	2,713.45	2,848.88	2,992.28	023
024	2,522.25	2,648.12	2,780.37	2,918.99	3,065.57	024
025	2,584.39	2,713.45	2,848.88	2,992.28	3,142.05	025
026	2,648.12	2,780.37	2,918.99	3,065.57	3,218.53	026
027	2,713.45	2,848.88	2,992.28	3,142.05	3,299.79	027
028	2,780.37	2,918.99	3,065.57	3,218.53	3,379.46	028
029	2,848.88	2,992.28	3,142.05	3,299.79	3,463.91	029
030	2,918.99	3,065.57	3,218.53	3,379.46	3,548.35	030
031	2,992.28	3,142.05	3,299.79	3,463.91	3,637.58	031
032	3,065.57	3,218.53	3,379.46	3,548.35	3,725.21	032
033	3,142.05	3,299.79	3,463.91	3,637.58	3,819.22	033
034	3,218.53	3,379.46	3,548.35	3,725.21	3,911.63	034
035	3,299.79	3,463.91	3,637.58	3,819.22	4,010.42	035
036	3,379.46	3,548.35	3,725.21	3,911.63	4,107.61	036
037	3,463.91	3,637.58	3,819.22	4,010.42	4,211.18	037
038	3,548.35	3,725.21	3,911.63	4,107.61	4,314.75	038
039	3,637.58	3,819.22	4,010.42	4,211.18	4,421.50	039
040	3,725.21	3,911.63	4,107.61	4,314.75	4,529.85	040
041	3,819.22	4,010.42	4,211.18	4,421.50	4,641.38	041
042	3,911.63	4,107.61	4,314.75	4,529.85	4,756.10	042
043	4,010.42	4,211.18	4,421.50	4,641.38	4,874.01	043

SALARY PLAN 0207
MONTHLY SALARY RATES 11 MONTH/12 PAY 239 DAYS
(Continued)

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$4,107.61	\$4,314.75	\$4,529.85	\$4,756.10	\$4,993.51	044
045	4,211.18	4,421.50	4,641.38	4,874.01	5,117.79	045
046	4,314.75	4,529.85	4,756.10	4,993.51	5,242.07	046
047	4,421.50	4,641.38	4,874.01	5,117.79	5,372.72	047
048	4,529.85	4,756.10	4,993.51	5,242.07	5,503.37	048
049	4,641.38	4,874.01	5,117.79	5,372.72	5,641.99	049
050	4,756.10	4,993.51	5,242.07	5,503.37	5,779.02	050
051	4,874.01	5,117.79	5,372.72	5,641.99	5,924.01	051
052	4,993.51	5,242.07	5,503.37	5,779.02	6,067.41	052
053	5,117.79	5,372.72	5,641.99	5,924.01	6,220.37	053
054	5,242.07	5,503.37	5,779.02	6,067.41	6,371.74	054
055	5,372.72	5,641.99	5,924.01	6,220.37	6,531.07	055
056	5,503.37	5,779.02	6,067.41	6,371.74	6,690.41	056
057	5,641.99	5,924.01	6,220.37	6,531.07	6,856.11	057
058	5,779.02	6,067.41	6,371.74	6,690.41	7,023.41	058
059	5,924.01	6,220.37	6,531.07	6,856.11	7,200.27	059
060	6,067.41	6,371.74	6,690.41	7,023.41	7,373.95	060
061	6,220.37	6,531.07	6,856.11	7,200.27	7,558.77	061
062	6,371.74	6,690.41	7,023.41	7,373.95	7,743.60	062
063	6,531.07	6,856.11	7,200.27	7,558.77	7,937.99	063
064	6,690.41	7,023.41	7,373.95	7,743.60	8,130.78	064
065	6,856.11	7,200.27	7,558.77	7,937.99	8,334.73	065
066	7,023.41	7,373.95	7,743.60	8,130.78	8,538.67	066
067	7,200.27	7,558.77	7,937.99	8,334.73	8,752.18	067
068	7,373.95	7,743.60	8,130.78	8,538.67	8,964.09	068
069	7,558.77	7,937.99	8,334.73	8,752.18	9,188.75	069
070	7,743.60	8,130.78	8,538.67	8,964.09	9,413.41	070

1% increase effective 1.1.19

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0209**

Effective January 1, 2019

MONTHLY SALARY RATES 10 MONTH/12 PAY 217 DAYS

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,626.05	\$1,707.07	\$1,793.87	\$1,883.56	\$1,977.59	010
011	1,668.01	1,750.47	1,838.71	1,929.85	2,026.78	011
012	1,707.07	1,793.87	1,883.56	1,977.59	2,075.97	012
013	1,750.47	1,838.71	1,929.85	2,026.78	2,128.05	013
014	1,793.87	1,883.56	1,977.59	2,075.97	2,180.13	014
015	1,838.71	1,929.85	2,026.78	2,128.05	2,235.10	015
016	1,883.56	1,977.59	2,075.97	2,180.13	2,290.07	016
017	1,929.85	2,026.78	2,128.05	2,235.10	2,346.49	017
018	1,977.59	2,075.97	2,180.13	2,290.07	2,404.36	018
019	2,026.78	2,128.05	2,235.10	2,346.49	2,463.67	019
020	2,075.97	2,180.13	2,290.07	2,404.36	2,524.43	020
021	2,128.05	2,235.10	2,346.49	2,463.67	2,586.64	021
022	2,180.13	2,290.07	2,404.36	2,524.43	2,650.29	022
023	2,235.10	2,346.49	2,463.67	2,586.64	2,716.84	023
024	2,290.07	2,404.36	2,524.43	2,650.29	2,783.39	024
025	2,346.49	2,463.67	2,586.64	2,716.84	2,852.83	025
026	2,404.36	2,524.43	2,650.29	2,783.39	2,922.27	026
027	2,463.67	2,586.64	2,716.84	2,852.83	2,996.05	027
028	2,524.43	2,650.29	2,783.39	2,922.27	3,068.38	028
029	2,586.64	2,716.84	2,852.83	2,996.05	3,145.05	029
030	2,650.29	2,783.39	2,922.27	3,068.38	3,221.73	030
031	2,716.84	2,852.83	2,996.05	3,145.05	3,302.74	031
032	2,783.39	2,922.27	3,068.38	3,221.73	3,382.31	032
033	2,852.83	2,996.05	3,145.05	3,302.74	3,467.66	033
034	2,922.27	3,068.38	3,221.73	3,382.31	3,551.57	034
035	2,996.05	3,145.05	3,302.74	3,467.66	3,641.26	035
036	3,068.38	3,221.73	3,382.31	3,551.57	3,729.51	036
037	3,145.05	3,302.74	3,467.66	3,641.26	3,823.54	037
038	3,221.73	3,382.31	3,551.57	3,729.51	3,917.57	038
039	3,302.74	3,467.66	3,641.26	3,823.54	4,014.50	039
040	3,382.31	3,551.57	3,729.51	3,917.57	4,112.87	040
041	3,467.66	3,641.26	3,823.54	4,014.50	4,214.14	041
042	3,551.57	3,729.51	3,917.57	4,112.87	4,318.30	042
043	3,641.26	3,823.54	4,014.50	4,214.14	4,425.35	043

SALARY PLAN 0209
MONTHLY SALARY RATES 10 MONTH/12 PAY 217 DAYS
(Continued)

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$3,729.51	\$3,917.57	\$4,112.87	\$4,318.30	\$4,533.85	044
045	3,823.54	4,014.50	4,214.14	4,425.35	4,646.69	045
046	3,917.57	4,112.87	4,318.30	4,533.85	4,759.53	046
047	4,014.50	4,214.14	4,425.35	4,646.69	4,878.16	047
048	4,112.87	4,318.30	4,533.85	4,759.53	4,996.79	048
049	4,214.14	4,425.35	4,646.69	4,878.16	5,122.65	049
050	4,318.30	4,533.85	4,759.53	4,996.79	5,247.06	050
051	4,425.35	4,646.69	4,878.16	5,122.65	5,378.71	051
052	4,533.85	4,759.53	4,996.79	5,247.06	5,508.91	052
053	4,646.69	4,878.16	5,122.65	5,378.71	5,647.79	053
054	4,759.53	4,996.79	5,247.06	5,508.91	5,785.22	054
055	4,878.16	5,122.65	5,378.71	5,647.79	5,929.89	055
056	4,996.79	5,247.06	5,508.91	5,785.22	6,074.55	056
057	5,122.65	5,378.71	5,647.79	5,929.89	6,225.01	057
058	5,247.06	5,508.91	5,785.22	6,074.55	6,376.91	058
059	5,378.71	5,647.79	5,929.89	6,225.01	6,537.49	059
060	5,508.91	5,785.22	6,074.55	6,376.91	6,695.17	060
061	5,647.79	5,929.89	6,225.01	6,537.49	6,862.99	061
062	5,785.22	6,074.55	6,376.91	6,695.17	7,030.80	062
063	5,929.89	6,225.01	6,537.49	6,862.99	7,207.29	063
064	6,074.55	6,376.91	6,695.17	7,030.80	7,382.34	064
065	6,225.01	6,537.49	6,862.99	7,207.29	7,567.51	065
066	6,376.91	6,695.17	7,030.80	7,382.34	7,752.69	066
067	6,537.49	6,862.99	7,207.29	7,567.51	7,946.54	067
068	6,695.17	7,030.80	7,382.34	7,752.69	8,138.95	068
069	6,862.99	7,207.29	7,567.51	7,946.54	8,342.93	069
070	7,030.80	7,382.34	7,752.69	8,138.95	8,546.91	070

1% increase effective 1.1.19

SAN DIEGO UNIFIED SCHOOL DISTRICT

OPERATIONS-SUPPORT SERVICES

SALARY PLAN 0211

MODIFIED WORK YEAR

Effective January 1, 2019

MONTHLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$1,902.90	\$1,998.49	\$2,099.51	\$2,204.08	\$2,314.12	010
011	1,951.57	2,049.02	2,151.81	2,258.22	2,371.84	011
012	1,998.49	2,099.51	2,204.08	2,314.12	2,429.58	012
013	2,049.02	2,151.81	2,258.22	2,371.84	2,490.92	013
014	2,099.51	2,204.08	2,314.12	2,429.58	2,552.21	014
015	2,151.81	2,258.22	2,371.84	2,490.92	2,615.37	015
016	2,204.08	2,314.12	2,429.58	2,552.21	2,680.32	016
017	2,258.22	2,371.84	2,490.92	2,615.37	2,747.03	017
018	2,314.12	2,429.58	2,552.21	2,680.32	2,813.79	018
019	2,371.84	2,490.92	2,615.37	2,747.03	2,884.12	019
020	2,429.58	2,552.21	2,680.32	2,813.79	2,954.48	020
021	2,490.92	2,615.37	2,747.03	2,884.12	3,028.43	021
022	2,552.21	2,680.32	2,813.79	2,954.48	3,102.36	022
023	2,615.37	2,747.03	2,884.12	3,028.43	3,179.91	023
024	2,680.32	2,813.79	2,954.48	3,102.36	3,257.46	024
025	2,747.03	2,884.12	3,028.43	3,179.91	3,338.65	025
026	2,813.79	2,954.48	3,102.36	3,257.46	3,419.81	026
027	2,884.12	3,028.43	3,179.91	3,338.65	3,506.42	027
028	2,954.48	3,102.36	3,257.46	3,419.81	3,591.18	028
029	3,028.43	3,179.91	3,338.65	3,506.42	3,681.35	029
030	3,102.36	3,257.46	3,419.81	3,591.18	3,771.55	030
031	3,179.91	3,338.65	3,506.42	3,681.35	3,865.31	031
032	3,257.46	3,419.81	3,591.18	3,771.55	3,959.12	032
033	3,338.65	3,506.42	3,681.35	3,865.31	4,058.33	033
034	3,419.81	3,591.18	3,771.55	3,959.12	4,157.56	034
035	3,506.42	3,681.35	3,865.31	4,058.33	4,262.17	035
036	3,591.18	3,771.55	3,959.12	4,157.56	4,364.97	036
037	3,681.35	3,865.31	4,058.33	4,262.17	4,475.00	037
038	3,771.55	3,959.12	4,157.56	4,364.97	4,585.01	038
039	3,865.31	4,058.33	4,262.17	4,475.00	4,698.64	039
040	3,959.12	4,157.56	4,364.97	4,585.01	4,814.12	040
041	4,058.33	4,262.17	4,475.00	4,698.64	4,933.15	041
042	4,157.56	4,364.97	4,585.01	4,814.12	5,053.96	042
043	4,262.17	4,475.00	4,698.64	4,933.15	5,180.24	043

OPERATIONS-SUPPORT SERVICES
SALARY PLAN 0211
MODIFIED WORK YEAR
MONTHLY SALARY RATES
(Continued)

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
044	\$4,364.97	\$4,585.01	\$4,814.12	\$5,053.96	\$5,306.51	044
045	4,475.00	4,698.64	4,933.15	5,180.24	5,438.14	045
046	4,585.01	4,814.12	5,053.96	5,306.51	5,571.65	046
047	4,698.64	4,933.15	5,180.24	5,438.14	5,710.57	047
048	4,814.12	5,053.96	5,306.51	5,571.65	5,849.45	048
049	4,933.15	5,180.24	5,438.14	5,710.57	5,995.49	049
050	5,053.96	5,306.51	5,571.65	5,849.45	6,141.61	050
051	5,180.24	5,438.14	5,710.57	5,995.49	6,294.94	051
052	5,306.51	5,571.65	5,849.45	6,141.61	6,448.24	052
053	5,438.14	5,710.57	5,995.49	6,294.94	6,610.56	053
054	5,571.65	5,849.45	6,141.61	6,448.24	6,771.11	054
055	5,710.57	5,995.49	6,294.94	6,610.56	6,940.63	055
056	5,849.45	6,141.61	6,448.24	6,771.11	7,110.19	056
057	5,995.49	6,294.94	6,610.56	6,940.63	7,287.00	057
058	6,141.61	6,448.24	6,771.11	7,110.19	7,463.70	058
059	6,294.94	6,610.56	6,940.63	7,287.00	7,651.30	059
060	6,448.24	6,771.11	7,110.19	7,463.70	7,837.11	060
061	6,610.56	6,940.63	7,287.00	7,651.30	8,033.68	061
062	6,771.11	7,110.19	7,463.70	7,837.11	8,230.29	062
063	6,940.63	7,287.00	7,651.30	8,033.68	8,435.90	063
064	7,110.19	7,463.70	7,837.11	8,230.29	8,641.55	064
065	7,287.00	7,651.30	8,033.68	8,435.90	8,857.98	065
066	7,463.70	7,837.11	8,230.29	8,641.55	9,074.41	066
067	7,651.30	8,033.68	8,435.90	8,857.98	9,301.72	067
068	7,837.11	8,230.29	8,641.55	9,074.41	9,527.16	068
069	8,033.68	8,435.90	8,857.98	9,301.72	9,765.20	069
070	8,230.29	8,641.55	9,074.41	9,527.16	10,003.31	070

1% increase effective 1.1.19

ORGANIZATIONAL UNITS ENTITLED TO OFFICIAL REPRESENTATIVES

Reference: Article 3: EMPLOYEE ORGANIZATION RIGHTS

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

1. Each elementary school – 1 steward
2. Each secondary school – 2 stewards
3. Plant Maintenance – 3 stewards
4. Warehouse/Distribution – 2 stewards
5. Instructional Media/Supply Center – 1 steward
6. Food Service Drivers – 1 steward
7. Education Center – 1 steward
8. Child Development Centers and Preschool Program – 1 steward
9. Pupil Transportation – 6 stewards

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



San Diego Unified School District
Labor Relations Division
4100 Normal Street, Rm. 2101
San Diego, CA 92103-2682



California School Employees Association,
Chapter 724 Operations-Support Services

Grievant Name: _____ Date Filed: _____

School/Department: _____ Job Title: _____

Alleged violation of Article(s) : _____, Section(s) _____, Paragraph _____, Page _____

Describe the specific grounds for your grievance (Must include dates, names, and places necessary for complete understanding). Include specific remedy sought.

See Attachment (if applicable)

Identify specific date(s) on which informal resolution discussion(s) occurred between employee and immediate supervisor:

Name of Designated Representative, if any: _____

Grievant Signature(s): _____ Date: _____

Date received by Principal/Department Head: _____
Dates(s) conference(s) held: _____

Proposed response to grievance (To be filled out by Principal/Department Head):

Grievant checks one Resolved Unresolved

Grievant Signature(s) Date Principal/Dept. Head Date

(NOTE: If resolved, Principal/Department Head distributes copies as shown below. If unresolved and employee wishes to appeal, Grievant or Representative must complete form, attach proof of service affidavits to each copy, and distribute as shown below).

I hereby appeal this grievance to Level Three (Formal - District Level). List reason(s) why Principal/Department Head's proposed resolution was unacceptable.

Grievant Signature(s): _____ Date: _____

Grievance Procedure
PROOF OF SERVICE

I declare that I am employed in the County of San Diego, California. I am over the age of 18 years and not a party to the within entitled cause. My business address is _____, San Diego, CA _____. I served the enclosed decision relative to the grievance of _____ of which a true and correct copy is attached, on the parties to this case listed below, by placing a copy thereof in a separate envelope.

Each envelope was then:

- _____1. Personally delivered;
- _____2. Deposited in the United States mail with first class postage affixed;
- _____3. Deposited in school mail;
- _____4. Delivered by fax.

by me on _____ at San Diego, California.

I declare under penalty of perjury that the foregoing is true and that this declaration was executed on _____.

(Type or print name)

Signature)

**TENTATIVE AGREEMENT
 BETWEEN
 SAN DIEGO UNIFIED SCHOOL DISTRICT
 AND
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
 Chapter 724 for the Operations-Support Services Bargaining Unit,
 Chapter 759 for the Paraeducators Bargaining Unit
 Chapter 788 for the Office-Technical and Business Services Bargaining Unit**

**COORDINATED BARGAINING
HEALTH AND WELFARE BENEFITS**

June 11, 2010

The following tentative agreement is provided by the District, pursuant to the agreement to joint bargaining with the CSEA units.

The parties agree to the following:

1. The parties agree to negotiate the necessary language, and details, to adopt all "Suggestions for Benefits Changes" presented and explained to the Health and Welfare Benefits Committee by the VEBA administrator's letter of September 9, 2009. Specifically:
 - a) A dependent eligibility audit of all unit members receiving benefits and who have one or more dependents, conducted by American Fidelity, under the parameters/ protections established by the Health and Benefits Committee. (see attached signed agreements)
 - b) A \$100/month payment for those who waive coverage through another employer, in exchange for payment, under the parameters/protections established by the Health and Welfare Benefits Committee, up to a maximum of \$1,000.00 per fiscal year.
 - c) The change to the dual-coverage provision as proposed by VEBA, under the parameters/protections established by the Health and Welfare Benefits Committee.
 - d) Change from the VEBA Kaiser 5/5 medical plan to the Kaiser 10/10 medical plan and from the PacifiCare HMO Value Network 5 medical plan to the PacifiCare HMO Value Network 10 medical plan, effective January 1, 2011.

2. If unilateral changes to benefits are made by VEBA that result in savings to the District beyond those realized through the four benefit changes in #1 (above), the amount of savings generated by the CSEA bargaining units shall be paid to unit members in the form of a lump sum payment during the applicable contract year. The lump sum payment shall be determined by calculating the benefit expense savings attributable to the CSEA bargaining units and converting that amount to an equal percentage increase to each cell of the salary schedules. That percentage amount will determine the lump sum payment for each unit member. Savings shall be determined after the open enrollment period is completed, and the lump sum payment for the year shall be paid on or before April 30th of the contract year. Savings equals the level of funding for the next year if no changes occur, minus the actual level of funding after the changes. Example: (2009-10 \$100 million and 2010-11 without changes \$108 million minus the actual \$100 million after changes = \$8 million in savings.) A more detailed example is attached as CSEA Medical Savings Example dated May 12, 2010.

APPENDIX E
(continued)

For the District:


Glenn Chang

For CSEA Chapter 724, Operations-Support Services:

Ethel Karlin 6:01 p

Alberto P. Castelo

Joni Collins

[Signature] 6/11/10 6:10 pm 

For CSEA Chapter 759, Paraeducators

Juan O'Kara President

Talun Merced

Kala Williams

Judy John

For CSEA Chapter 788, Office Technical and Business Services

Frances Sierra

[Signature]

[Signature]

[Signature]

California School Employees Association
Chapter 724 (OSS), Chapter 759 (PARA), and Chapter 788 (OTBS)
Coordinated Bargaining Presented on Wednesday, May 12th, 2010
Appendix A- CSEA Medical Savings Example:

BASE YEAR (2009-2010)

Base Year on Benefitted Positions = 7426

Total Cost = \$69,141,097.00

Cost per member = \$9,310.68

YEAR #1 with No Changes to the Medical Plan (2010-2011)

Current Benefitted Positions = 7426

Total Cost = \$74,327,481.00

Cost per member = \$10,009.09

YEAR #1 with Changes to the Medical Plan (2010-2011)

Current Benefitted Positions = 7426

Total Cost = \$71,906,740.88

Cost per member= \$9,683.11

SAVINGS

Savings is determined by comparing the Medical Plan without changes to the Medical Plan with changes. The Medical Cost without changes (\$10,009.09) minus the Medical Cost with changes (\$9,683.11) equals the savings per member (\$325.68):

Using the example above the savings per member is: \$325.98

Total Medical Savings equals the current Benefitted Positions times the savings per member:

Benefitted Positions 7426 * \$ 325.98 = \$2,420,740.12

In order to determine the percent increase pay to bargaining unit members in a lump sum the parties agree to take the Medical Savings divided by the amount one (1%) percent of salary equals.

The formula used is: $\$2,429,740.12 / \$5,500,000 = 0.44\%$

Percent increase used to create the lump sum payment for bargaining unit members = 0.44%

General Information

Note: Any unilateral changes to the medical plan by VEBA after the parties ratify the Agreement will impact on the medical benefit savings in this example.

Note: Savings may also occur due to a reduction in the number of Benefitted Positions in Year 1 from the Base year.

Note: The total medical cost for each year is derived by adding the costs of all three (3) medical plans (Kaiser, HMO, and POS) available.

MEMORANDUM OF UNDERSTANDING
IMPLEMENTING HEALTH BENEFITS
DEPENDENT ELIGIBILITY AUDIT

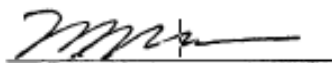
The San Diego Unified School District (the District) and the California School Employees Association, Chapter 724, Operations Support Services (CSEA-OSS) enter into this Memorandum of Understanding (MOU) to implement the recommendation of the District Health & Welfare Committee regarding a Health Benefits Dependent Eligibility Audit, as follows:

The dependent eligibility audit shall be conducted by American Fidelity, shall begin on or after May 17, 2010.

District employees shall be notified at least fourteen (14) days prior to the commencement of the dependent eligibility audit that an audit shall be conducted, and the date for its commencement as specified in Paragraph 1.

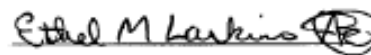
3. After the notice in Paragraph 2, and at any time during the dependent eligibility audit, District employees shall be free to make changes to their dependent designations through the Benefits Department.
4. During the dependent eligibility audit, District employees shall provide proof of dependent eligibility as specified and required by representatives of American Fidelity.
5. District employees who have applied for the necessary documents to establish dependent eligibility, but have not received the documents by the time they meet with an American Fidelity representative, shall have thirty (30) calendar days following their site interview to provide these documents to American Fidelity.
6. The District shall work on a case-by-case basis to assist employees who, for extraordinary circumstances (e.g. natural disaster, etc.) cannot obtain proper documentation to establish dependent eligibility.
7. Dependents whose eligibility for coverage has not been verified during the audit shall be dropped from coverage upon notification to the District by American Fidelity.
8. The District shall not seek back-payment for past dependent coverage, or take any disciplinary or legal action against employees who: a) make changes to their dependent designations pursuant to Paragraph 3, above; or b) are unable to establish dependent eligibility through American Fidelity. This period of "amnesty" shall end when the American Fidelity audit is completed.

FOR THE DISTRICT:



Date: 5/10/2010

FOR CSEA-OSS:



Date: May 17, 2010

Approved in public meeting of the Board of Education
of the San Diego Unified School District on 5/25/10


Cheryl Ward, Board Action Officer, Board of Education



San Diego Unified
SCHOOL DISTRICT

APPENDIX F

Romaneir Polley, Director of Finance for Support Services
FINANCE AND BUSINESS SERVICE DIVISION
EUGENE BRUCKER EDUCATION CENTER
4100 Normal Street, Room 2231, San Diego, CA 92103-2682
Phone (619) 725-7618 Fax (619) 725-7629

Ethel Lakin
MEMORANDUM

Alberto P. Castro

David Hoover
John Calleri

[Signature]

[Signature]

TO: Leticia Munguia, CSEA Labor Relations Representative
FROM: Ro Polley
DATE: June 2, 2010
SUBJECT: OSS Retirement Fund

[Signature]
[Signature]
[Signature]
6/2/10
5:47 PM
[Signature]
More change
the agreement

The OSS Retirement fund projected allocation based on the following assumptions:

- 59 members participating as of July 1, 2010
- \$70 per member allocation as of July 1, 2010
- 2% district contribution increase as of July 1, 2012
- 2% district contribution increase as of January 1, 2013
- 3% district contribution increase as of July 1, 2013

Fiscal Year 2009-10

Distribution contributions of 01 October 2009	\$146,731.85
Advance from previous fiscal year 2008-09	<u>(113,700.00)</u>
Fund balance	33,031.85
OSS Monthly Contribution	<u>(149,000.00)</u>
Balance	<u>(\$116,468.15)</u>

Fiscal Year 2010-11

Distribution contributions of 01 October 2010	\$185,249.00
Actuarial attestation cost	(7,500.00)
Advance from previous fiscal year 2009-10	<u>(116,468.15)</u>
Fund balance	61,280.85
OSS Monthly Contribution	<u>(49,560.00)</u>
Balance	<u>\$11,720.85</u>

Fiscal Year 2011-12

Distribution contributions of 01 October 2011	\$ 66,416.00
Balance from previous fiscal year 2010-11	<u>11,720.85</u>
Fund balance	78,136.85
OSS Monthly Contribution	<u>(49,560.00)</u>
Balance	<u>\$28,576.85</u>

Fiscal Year 2012-13	
Distribution contributions of 01 October 2012	\$ 67,744.32
Balance from previous fiscal year 2011-12	<u>28,576.85</u>
Fund balance	96,321.17
OSS Monthly Contribution	<u>(49,560.00)</u>
Balance	\$46,761.17

Fiscal Year 2013-14	
Distribution contributions of 01 October 2013	\$ 71,131.54
Balance from previous fiscal year 2012-13	<u>46,761.17</u>
Fund balance	117,892.71
OSS Monthly Contribution	<u>(49,560.00)</u>
Balance	\$68,332.71

AGREEMENT

Between the

California School Employees Association,

Chapter 724 Operations Support Services Bargaining Unit

And the

San Diego Unified School District

March 14, 2011

The following Agreement reflects the full and complete agreement of the California School Employees Association, Chapter 724 the Operations Support Services (hereafter the "Association") and the San Diego Unified School District (hereafter the "District") regarding the implementation of the new Food Services Department Freezer located at the Supply Center.

The parties agree to the following terms:

1. The District agrees to develop two (2) job descriptions 1) Senior Freezer Worker and; 2) Freezer Worker. To ensure an accurate reflection of essential duties and tasks, these positions will be assigned to staff the Food Services Freezer. There will be one Senior Freezer Worker and two Food Services Freezer Workers assigned to the Freezer.
2. The District agrees to compensate the Senior Freezer Worker and Freezer Worker classification in accordance with Article 7-Wages. These classifications will be entitled to the Hazardous Pay Differential and all accompanying benefits and privileges. The District will compensate employees that have worked in the Food Services Freezer retroactive back to December 2010.
3. The District agrees to develop and implement all necessary safety procedures, including a freezer worker rotation process that allows for a minimum of 15 minutes of work outside the freezer each hour, and the establishment of a quick warm up area for freezer workers. The District shall ensure compliance with all applicable Cal-OSHA standards.
4. The District agrees to offer workers within the Food Services Freezer work breaks according to the OSS Collective Bargaining Agreement and in addition, may offer working breaks outside the freezer to employees as necessary to ensure employee health and safety standards are adhered to.

Food Services Freezer Agreement dated March 14, 2011 (cont.)
Page 2 of 2


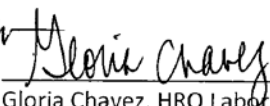
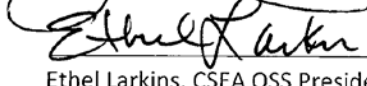
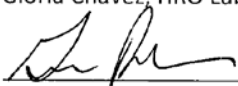
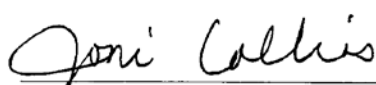
5. The District shall provide all appropriate personal and protective safety equipment to personnel working within freezer temperatures at -19 degrees to include and not limited to gloves, face mask, boots, jackets and all necessary safety gear. Employees who purchased materials for work use shall be reimbursed.
6. The Senior Freezer Worker position shall be at a salary grade 37 within the OSS salary schedule.
7. The Freezer Worker position shall be at a salary grade 33 within the OSS salary schedule.
8. The District agrees to develop an emergency procedure that is posted, visible, and clearly read in case of emergency and that there is alternative access on ingress and egress to the Food Services Freezer and if necessary to install a safety and or emergency button for immediate attention in case of an emergency to ensure work place safety.

This Agreement becomes final upon signing of both parties and becomes effective immediately the District and the Association.

Dated: March 14, 2011

CSEA
Chapter 724 Operations Support Services

SDUSD
For the District,

 LRR Leticia Munguia Date 3/14/11 ^{11:12 am}	 Gloria Chavez, HRO Labor Relations Date 3/14/11
 Ethel Larkins, CSEA OSS President Date 3/14/11 ^{11:12 am}	 Gene Robinson, Director Transportation & Distribution Services Date 3/14/11
 Joni Collins, Vice President Date 3/14/11	