

COLLECTIVE BARGAINING AGREEMENT
between the

BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
SAN DIEGO CHAPTER 788

for the

OFFICE-TECHNICAL AND BUSINESS SERVICES
BARGAINING UNIT




July 1, 2022 through June 30, 2025

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between the
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SAN DIEGO UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND ITS CHAPTER 788
for the
OFFICE-TECHNICAL AND BUSINESS SERVICES (OTBS)
BARGAINING UNIT


July 1, 2022 through June 30, 2025

The following Collective Bargaining Agreement has been reached by designated representative of the San Diego Unified School District and the California School Employees Association and its OTBS Chapter 788, in accordance with the California Educational Employment Relations Act.

FOR THE DISTRICT:

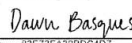


Sabrina Bazzo
President, Board of Education
San Diego Unified School District

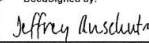


Lamont A. Jackson, Ph.D.
Superintendent of Public Education
San Diego Unified School District

FOR THE ASSOCIATION:

DocuSigned by:


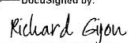
Dawn Basques
President
CSEA Chapter 788

DocuSigned by:


Jeffrey Anschutz

DocuSigned by:

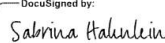

Lisa Cooper

DocuSigned by:


Richard Gjon

DocuSigned by:



Megan Glynn

DocuSigned by:


Sabrina Hahnlein

DocuSigned by:


Amy Lynn

DocuSigned by:


Ian Ulloa
Labor Relations Representative, CSEA

Adopted by the Board of Education
Date: July 11, 2023

Ratified by CSEA, Chapter 788
Date: September 2, 2023

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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 Office-Technical and Business Services Unit, Chapter No. 788, hereinafter referred to as the "Association". The District and Association constitute the Parties for purposes of this Collective Bargaining Agreement (Agreement).

2. RECOGNITION CLAUSE

The District recognizes the California School Employees Association (CSEA) as the sole and exclusive bargaining representative for all unit members employed in the Office-Technical and Business Services (OTBS) bargaining unit in accordance with the certifications issued by the Public Employment Relations Board on December 28, 1992, (Case No. LA-D-263 [R167A]) pursuant to PERB-conducted, secret ballot election.

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 B of this Agreement.

Section 1: BARGAINING UNIT COMPOSITION

Please refer to Appendix B for included and excluded positions.

Section 2: CLASSIFICATIONS

- A. When a new classification is established in which assigned work is reasonably related to that done by classifications covered by this Agreement, the Association will be notified in writing. The Association shall inform the District, within twenty (20) workdays of receipt, of its final response regarding classification recommendations. The District will, upon request, within the twenty (20) workdays previously cited, meet to reach agreement as to whether such classification should be included in the OTBS 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 OTBS bargaining unit.
- C. The Parties will meet to reach agreement regarding any already-existing classifications not currently assigned to the OTBS bargaining unit whenever either Party believes such classifications are reasonably related to work performed by the other job classes in the OTBS 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 regarding any changes proposed for an existing classification within the OTBS unit. The Association shall inform the District, within twenty (20) workdays of receipt, of its final response regarding classification recommendations.
- F. The District will, upon request, meet and negotiate any proposed changes for an existing classification.
- G. 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 OTBS 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 Agreement, and conduct such other Association business not otherwise precluded by this Agreement.
- B. The Association will be allowed at least one (1) OTBS Association steward and at least one (1) alternate for each department/site organizational unit.
- 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 Agreement 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 Executive Director, Labor Relations Division, or their 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 their jurisdiction at reasonable times for the purposes specified in Section 2.A. above upon securing permission of their 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.

Article 3 – Employee Organization Rights
Section 2.E

- E. Visits to unit members, at their work site, for the purpose of investigating and processing grievances, may be made during work hours by prearrangement with the principal, department head, or designee. The principal, department head, or designee shall provide a private area for such grievance processing.
- F. Loss of time due to investigation of or attendance at grievance conferences between the Association representatives and the unit member(s) shall be limited to reasonable time periods mutually agreed upon between the supervisor and the Association representative. Conference(s) should be scheduled at times that will least affect the efficient operation of the unit member's school or department.
- G. Visits shall be conducted in appropriate rooms, areas, or work locations not impinging upon the work of other employees. The location shall be determined by mutual agreement between the designated Association representative and principal, 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 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.

Section 6: DISTRICT MAIL SERVICE

- A. The Association shall be permitted reasonable use of the District mail service and unit member mailboxes 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).

Article 3 – Employee Organization Rights
Section 6.C

- 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 by a representative of the Association.

Section 7: ALPHABETICAL LIST OF UNIT MEMBERS

- A. The District will provide the Association and the Association President with an electronic copy of 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/classification, grade, step, rate, position equivalency information, employee ID number, District e-mail address, unit member status, District seniority date, seniority within classification date (base evaluation date), current hire date, cost center, department/site, primary worksite name, personal email address (on file with the District), date of birth, last four (4) digits of the social security number, and CalPERS status. This list shall be updated and forwarded to the Association and the Association President without cost, on a monthly basis, November through June.
- B. Any additional requests for information from the Association may be charged to the Association.
- C. 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 express written permission.

Section 8: 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 9: PRINTING AND DISTRIBUTION OF AGREEMENT

The District shall make available on the District website a current copy of this Agreement and any amendments and memoranda of understanding.

A notice to all bargaining unit members shall be provided by the Association, informing unit members of any changes to the Agreement which shall be available on the District website. Upon ratification by both Parties, the District will ensure that at least one copy of the Agreement is distributed to each school site and central office department.

Section 10: NEW UNIT MEMBERS

- A. The Association will be given the opportunity to participate in new employee processing and/or orientation.

Article 3 – Employee Organization Rights
Section 10.B

- B. The District shall continue to provide the Association with access to its online new employee orientation and shall include any communication, video, web links, etc. that the Association provides to the District for use in the new employee orientation. The District will update Association information if necessary and as needed.
- C. When new employee orientations are conducted in-person or virtually, Association representatives (including the Chapter President or designee and the CSEA Labor Relations Representative) may attend and will be provided an opportunity to present Association information.
- D. All newly hired employees shall attend a new employee orientation within sixty (60) calendar days of their employment date.

Section 11: 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 12: ASSOCIATION LEAVE

A. Bargaining Unit Members

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

B. Association Officers

1. The Association shall have 160 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.

**Article 3 – Employee Organization Rights
Section 12.C**

C. Association Conference

1. The Association shall have up to 480 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 so long as the Conference is held between the last week of July and the third week of August. In the event that the Conference is not held during these weeks, the parties will meet sufficiently in advance to adjust the number of hours, if necessary.
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 a written request to the Labor Relations Division, or designee, for all such leave sufficiently in advance, but not less than one (1) month prior to the intended absence.

D. Association Leave(s) Accounting

The District and Association shall work together to monitor and record the use of leave provided for in Section A, B, and C above. From time to time, at the request of either party, the District's representative(s) shall meet with the Association's representative(s) to review existing records and resolve discrepancies.

E. 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 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 District.
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 their seniority rights in the same manner as provided in Article 16).
 - 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.

Article 3 – Employee Organization Rights
Section 12.E.2.d

- d. If there is no vacancy, the officer shall have the right to displace the least senior unit member in their classification.
- e. If the officer is the least senior unit member, they shall be placed in a vacant position of equal classification level and of similar requirements of skills, knowledge and abilities.
- f. If no vacancy pursuant to Section 12.E.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 16) to classifications identified in subsections a. through e. above. The officer shall retain their former salary in accordance with Article 7, Section 15.

Section 13: 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 including holidays and recess periods. It shall be the goal of this Committee to present the calendar to the Board of Education for adoption at least one (1) year prior to its implementation.

B. Budget Reports - Annually, the District will provide the Association and the Association President one (1) copy each, without charge, of the planning and final budget (reports submitted annually to the County Office of Education and/or State of California).

C. Board Agendas - The District will provide the Association and the Association President, without charge, 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. District Procedures - The Association and the Association President will be provided, via school mail, without cost, only District procedures and emergency procedures that are not maintained on the District website.

E. Attendance at Board of Education Meetings - The President of the Association or designee will be authorized leave without loss of pay, by mutual agreement with the Human Resource Services Division designee, in order to attend Board of Education meetings.

Section 14: 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 unit members and operations unless precluded by law.

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 Office-Technical and Business Services Unit, Chapter No. 788.
- C. Board of Education means the Board of Education of the San Diego Unified School District.
- D. Classification. A position or group of positions having the same official job title and job description.
- E. Classification Seniority. Total length of monthly service within current classification plus service in equal or higher classifications.
- F. District means the San Diego Unified School District.
- G. District Seniority. Total length of uninterrupted monthly service with the District, except as provided in Article 12, Leave Policies.
- H. 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.
- I. Division/Department Head refers to the manager in charge of a division/department, with total responsibility to manage all affairs of the division/department, including oversight of all unit members assigned to the division/department.
- J. Emergency shall mean any situation which is beyond the control of the District that could not be reasonably anticipated, and which adversely affects the instructional program or the administration of the District.
- K. Employment Regulations for the Classified Service refers to the Employment Regulations for the Classified Service of the San Diego Unified School District.
- L. 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.
- M. Notification (Notice) means that all correspondence and/or information required of either Party to be provided to the other shall be in writing.

Article 5 – Definitions
Section N

- N. Principal means the administrator of one (1) or more schools, with total responsibility to manage all affairs of the school or schools including oversight and supervision of all certificated and classified unit members assigned to serve in the school.
- O. Promotion. The upward mobility of a unit member from one classification to a position in a classification with a higher salary grade.
- P. Substitute. A person who is excluded from the classified service pursuant to Section 45103 of the California Education Code.
- Q. Superintendent means the Superintendent of Public Education of the San Diego Unified School District.
- R. Supervisor means the principal or the other management/supervisory employee responsible for oversight and supervision of the certificated and classified staff.
- S. Unit Member shall refer to a classified employee who is serving in a position in the Office-Technical and Business Services (OTBS) bargaining unit which has been approved by the Board of Education as a permanent position.
 - 1. Permanent Employee. A classified service unit member who has satisfactorily completed the six (6) month probationary period.
 - 2. Permanent/Probationary Employee. A permanent classified service unit member who is serving a six (6) month probationary period in a classification in which they have not previously served.
 - 3. Probationary Employee. A newly-hired classified service unit member who is serving the six (6) month probationary period.
- T. 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.

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.

The Parties agree to incorporate into this Article any additional, mutually agreed-upon, new terms which are introduced into the body of this Agreement as a result of the negotiations process.

6. NEGOTIATION PROCEDURES

Section 1: TIMING OF NEGOTIATIONS

- A. On or about the first (1st) of March of the year in which this Agreement expires, the Association shall submit for sunshining its initial proposals for a successor agreement to the District.
- B. Within thirty (30) calendar days after the Association submits its initial proposals, the District shall submit its initial proposals for sunshining to the Association.
- C. It is the intent of the Association and the District to commence negotiations no later than the month of May following the exchange and sunshining of initial proposals, unless otherwise mutually agreed to.

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) 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, including preparations for negotiations.

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 agreements 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 LETTERS AND OTHER AGREEMENTS ENTERED INTO BETWEEN THE PARTIES DURING THE TERM OF THE AGREEMENT

- A. Complete Agreement - The current Agreement and its appendices represent all agreements regarding mandatory subjects of bargaining between the District and the Association, which are in effect through the term of this Agreement. Agreements not explicitly incorporated into the Agreement, shall not be grievable.

Article 6 – Negotiation Procedures
Section 7.B

- B. Agreements Reached Subsequent to the Completion of Successor Negotiations - Any additional agreements between the Association and the District made subsequent to the effective date of this Agreement must be made in writing and shall specify a term not to exceed the term of this Agreement. Signatories to the agreement shall be the President of the Association or their designee, the CSEA staff member, and the Executive Director, Labor Relations Division or their designee. Agreements will only continue beyond expiration of this Agreement when explicitly incorporated into the successor agreement, or by mutual agreement between the Parties with a specified expiration date. Any agreements entered into pursuant to this section shall be grievable unless explicitly stated to the contrary.

7. WAGES

Commitment to Shared Responsibilities

The Parties agree that we are facing serious financial challenges at the local, state, and national levels that have resulted in a shortfall in the financial resources dedicated to public education now and for the foreseeable future.

Therefore, the District and Association hereby agree to assume a shared responsibility to preserve and protect the fiscal solvency of the District for the benefit of the students served.

The District and the Association agree that the priority of providing high quality education for all students is supported when the District is able to maintain salary and benefit equity with all employee groups thereby attracting and retaining excellent employees.

Section 1: SALARY RATES

A. Salary

1. Effective July 1, 2022, all salary schedules and corresponding rates of pay shall be increased by ten percent (10%).
2. Effective July 1, 2023, all salary schedules and corresponding rates of pay shall be increased by five percent (5%).
3. The District and the Association shall reopen negotiations on this Article during the 2023-2024 academic school year for potential implementation of changes in the 2024-2025 fiscal year.

B. Equity Clause Provisions

1. During the term of this Agreement, the following Equity Clause provisions will apply:
 - a. If any other bargaining unit, the Non-Represented Management employee group or the Confidentials employee group receives enhanced health and welfare benefits, the Association will receive the same enhanced benefit.
 - b. If any other bargaining unit, the Non-Represented Management employee group or the Confidentials employee group receives an across-the-board on-schedule base salary increase or a new across-the-board off-schedule bonus, the Association will receive the same increase or bonus. This obligation will not be triggered by:
 - i. Salary increases which restore the remaining portion of a deferred salary increase for employees outside the CSEA bargaining units.
 - ii. Restoration of work year for any non-CSEA employee group by the number of days previously reduced.

Article 7 – Wages
Section 1.B.1.b.iii

- iii. Increases or enhancement to any other bargaining unit, the Non-Represented Management employee group or the Confidentials employee group, that will be paid for with resources currently allocated to that unit.
 - iv. Increases or enhancements given to any employee group as a result of grievance or other wage-related settlement agreements.
 - v. Compensation or benefits provided to non-CSEA employees or employee groups which are already extended to the CSEA bargaining unit(s) under an existing collective bargaining agreement.
- c. Should any other bargaining unit or the Non-Represented Management employee group or the Confidentials employee group within the District agree to or receive any wage formula other than those set forth in Section 1 above which results in increased compensation, the Association shall have the right to a meeting with the District to discuss the reason for funding.
- d. In addition to the rights afforded in Sections a-c above, in the event that the District receives or identifies additional new State or Federal funds, which are non-categorical, nonrestrictive, not based on Average Daily Attendance (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 a meeting with the District to discuss the allocation of these funds to the various budget categories.
- e. In addition to the rights afforded in Sections a-c above, in the event that the District through its budget process identifies any additional funds; ADA growth, unidentified revenue, revenue, categorical, non-categorical, restrictive, nonrestrictive funds, reserves, Revenue Limit Equalization Aid, Revenue Limit Deficit Reduction, and/or Revenue Limit funded Cost of Living Adjustment (COLA), the Association shall have the right to a meeting of the District to discuss the allocation of these funds to the various budget categories.

Section 2: 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 3: MILEAGE

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

Section 4: UNDERPAYMENTS, OVERPAYMENTS, AND PAYROLL ADJUSTMENTS

Each unit member is encouraged to review their annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the District shall, within five workdays following such determination, provide the unit member with a written statement of the correction and issue a supplemental pay warrant for the amount due. Board of Education Bylaws 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 salary placement or warrant results in an overpayment, the District is required to recover the full amount overpaid. The District will provide the unit member with a written, detailed description of the overpayment including the calculations. The recovery schedule for the overpayment will include consideration to both the District and the unit member pursuant to Education Code 44042.5.

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 and without fault of the unit member.

Section 6: OVERTIME COMPENSATION

- A. Unit members, other than those referred to in Sections A.6. and A.7. below, will be compensated for overtime work at the rate of one and one-half (1½) times the unit member's regular hourly rate of pay in accordance with applicable state and federal law and the following provisions.

Compensation for overtime will include any special pay additives and may be in the form of payment by warrant or compensatory time off of equivalent value to such payment.

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 (1) 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.
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.
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.

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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.
 6. Unit members assigned to professional job classes, as defined by current law, will be compensated for overtime at the equivalent hourly rate of pay for the unit member's job class and salary grade step as contained in the salary schedule. (These job classes are designated on the classification plan by an asterisk.)
 7. Unit members assigned to job classes exempted from overtime compensation, in accordance with existing law, are not eligible for overtime compensation except as provided in Section 6.D. (These job classes are designated on the classification plan by two asterisks.)
 8. All new classifications shall be reviewed by the District's Legal Services Division, in consultation with Human Resources Division, for correct status placement. The Association shall have the right to review and challenge the results for the Legal Services Division determinations, within ninety (90) calendar days of notice of the determination. After consultation, placement determination by the District is final.
 9. All remaining exempt employees shall be treated as exempt in accordance with FLSA as applicable to school district employers.
- B. Double Time. Unit members other than those referred to in Sections A.6. and A.7. above will be compensated at two (2) times the unit member's regular rate of pay for work performed on any seventh (7th) consecutive workday where the unit member has worked hours on the six (6) preceding calendar days entitling them to compensation. Only the seventh (7th) consecutive workday will entitle the unit member to double time. All other workdays will be paid in accordance with the existing rules and regulations contained in this Article.
- C. Overtime worked in units of less than six (6) minutes will be disregarded for purposes of compensation.
- D. Work on Holidays. Work performed by any exempt or nonexempt unit member on the date of observance scheduled on the District's Master Calendar for any legal or declared holiday enumerated in Article 12, Leave Policies, Section 4, 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 (1½) times the unit member's regular rate of pay. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.
- E. When compensatory time is earned, the unit member shall be provided the opportunity to take such time off within six (6) work months of accrual. If no such opportunity is provided, the unit member shall be paid for the accrued compensatory time. Compensatory time records should be maintained in the appropriate department/site office.

Section 7: SPECIAL PAY ADDITIVES

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

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

C. Bilingual/Biliterate Differential

1. 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 in a language other than English or in sign language for an average of one (1) hour per day. Such differential shall 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 review. The supervisor will complete the Verification of Bilingual Duties Statement Form and submit to the Human Resources 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.

2. On a quarterly basis, the District shall deliver to the Association a list of all positions which have been designated as Bilingual/Biliterate.

- D. Split-Shift Differential. A unit member employed to work a regular continuing schedule of more than six (6) hours per day and with a scheduled lunch break of more than two and one-half (2½) hours is entitled to a split shift differential. Such differential shall amount to five percent (5%) above the unit member's regular salary. Unit members employed in the Transportation department shall be entitled to a split shift differential when they work a regular continuing schedule of more than six (6) hours per day with a scheduled lunch break of more than one and one-half (1½) hours.

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- E. Longevity Increment. A unit member in an active monthly bargaining unit assignment as of October 1 of a fiscal year will receive an annual lump sum longevity increment payable prior to October 10, in accordance with the following schedule:

<u>Years of Qualifying Monthly District Service Completed</u>	<u>Stipend Amount Effective July 1, 2023</u>
10 through 13	\$580.65
14 through 18	\$1,161.25
19 through 21	\$1,741.87
22 or more	\$3,003.00

Longevity stipends are subject to the same percentage increase(s) by which the salary schedule is increased, as set forth in Article 7, Section 1. (Current longevity rates shall be maintained on the District's website.)

- F. Ongoing OTBS Bonus. A permanent or permanent/probationary unit member in an active monthly bargaining unit assignment as of June 1 each year, will receive a lump sum bonus of \$576.91 (as of July 1, 2023) to be paid by August 10 annually. This annual bonus is subject to the same percentage increase(s) by which the salary schedule is increased, as set forth in Article 7, Section 1.

Section 8: INITIAL PLACEMENT ON THE SALARY SCHEDULE

- A. Position Class. A unit member will be placed in the job class appropriate to the assigned position.
- B. Experience Step. A unit member new to the District will be placed on step "A" of the appropriate salary grade. The Human Resource Services Division designee may authorize a higher step placement within the appropriate grade for an especially well-qualified individual in a job class for which qualified candidates are found to be in short supply. In such instances, the Human Resource Services Division designee will provide written notification to the Association. When such labor market conditions make it necessary to offer an advanced step placement, and upon acceptance by a new unit member, a present unit member in the same job class as the position approved for the advanced step placement may 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) advanced step placement is recommended by the Human Resource Services Division, and approved by the Superintendent. In such cases, a new increment due date will be established.
- C. Reinstatement. A former Office-Technical and Business Services unit member who separates from service in good standing and who is not subject to reemployment rights under Article 16 may apply for posted positions for which they are eligible. Employees subsequently rehired under this section will be given full credit for all directly related experience in the San Diego Unified School District within the last ten (10) years.

Section 9: SERVICE INCREMENTS

- A. A regular monthly unit member will be granted a one- (1-) step salary increase on their annual anniversary date until the maximum salary for the job class is attained.
- B. Merit Increment. A regular monthly unit member eligible for service increments in accordance with Section 9.A. 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 Human Resource Services Division designee and approval by the Board of Education. In such instances, the Human Resource Services Division designee will provide written notification to the Association. When such a merit increment has been granted, a new anniversary or annual increment due date will be established if such placement is at a step less than the maximum for the job class.

Section 10: HOURLY AND DAILY PAY CALCULATIONS

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

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

- A. A newly hired unit member will have the initial monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. A terminating unit member will have the terminal monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. Pay so determined for that month will not exceed the unit member's regular monthly rate.
- B. A unit member who is promoted or demoted other than on the first 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. 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.
- D. Unit members on monthly salaries will be paid on the last working day of the month.

Section 12: COMPENSATION FOR WORKSHOP PARTICIPATION

- A. 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 District who voluntarily participate in workshops at the request of the District. This rate will be paid only for workshop participation outside the unit member's normal workdays and/or hours. Such qualifying workshop participation will be paid at the straight or overtime workshop participation rate in accordance with Article 7, Section 6, and as set forth in the salary schedule appropriate to the unit member's regular assignment with the District.
- B. Unit members who are required to attend workshops at the request of the District will be paid at their regular straight or overtime rate of pay in accordance with Article 7, Section 6, and as set forth in the salary schedule appropriate to the unit member's regular assignment with the District.

Section 13: UNIT MEMBERS TRANSFERRING BETWEEN SALARY SCHEDULES

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

Section 14: PROMOTION

- A. Promotion From Another Classified Salary Schedule. A unit member who is promoted from a position on another classified employees' salary schedule to a position on the OTBS Employees' Salary Schedule with a higher maximum salary will first have their 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 OTBS Employees' Salary Schedule which would provide an approximate five percent (5%) increase (exclusive of special pay additives) but not more than seven and one-half percent (7.5%) increase. In no case shall the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.
- B. Promotion Within OTBS Salary Schedule. A unit member who is promoted from one job class on the OTBS Employees' Salary Schedule to a higher job class will be placed on the step of the higher salary grade which is at least one full salary grade or approximately five percent (5%) (or, if there is no such step, seven and one-half percent [7.5%]) in amount above the unit member's salary exclusive of special pay additives at the time of promotion. If a service increment is due the unit member at the time of promotion it will be credited and applied in the determination of the new salary step.
- C. Next Service Increment. If a service increment is not immediately due at the time of promotion to a higher job class, it will be granted in the higher job class on the same date it would have been granted in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the unit member has already reached the maximum step on the salary grade of the lower job class, a new service increment due date will be effective on the anniversary date (first

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Section 14.C (continued)

day of the month in the month promoted for unit members promoted between the first and fifteenth of the month; first day of the month following the month promoted for unit members promoted on or after the sixteenth of the month), and additional service increments due will be granted beginning one (1) year thereafter until the maximum salary for the job class is reached.

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

Section 15: PLACEMENT IN LOWER JOB CLASS

- A. Demotions Due to Employee Request or Disciplinary Reasons. When a permanent unit member is placed in a position in a lower job class in the same type of work at the unit member's own request or if a permanent unit member is demoted in accordance with Article VI of the Employment Regulations of the Classified Service, the salary step placement on the salary grade for the lower job class will be that which results in the smallest reduction in salary. Unit members on the "E" step in the higher class or on a step in the higher class which is more than seven and one-half percent (7.5%) above the "E" step of the lower job class will be placed on the "E" step of the lower class. The increment due date will remain unchanged until the maximum salary for the lower job class has been achieved. If the reassignment is to a position in a lower job class with a different type of work, the step placement on the salary grade for the lower job class will be at the same dollar rate. If the rate does not appear in the lower salary grade, the unit member will be placed on the step that will result in the smallest reduction in pay from the current dollar rate.
- B. Demotions Due To Position Classification Review or In Lieu Of Layoff
 - 1. 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, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half salary grade to a whole salary grade, or vice versa, the unit member's salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade because the maximum rate is less than the unit member's current pay rate, the unit member's salary, exclusive of any special pay additive, will be maintained as it was prior to demotion for a period not to exceed 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

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Section 15.B.1 (continued)

- to the maximum for the lower job class. A permanent unit member so protected and who is assigned on a temporary basis, for up to ninety (90) calendar days, to a position in the job class from which they were demoted in lieu of layoff will be placed on the same salary step of the range for 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, they will receive the same dollar rate as was originally protected and the original eighteen- (18-) month period will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.
2. Probationary. When a probationary unit member is reassigned to a position in a lower job class for any reason, the step placement on the salary grade for the lower job class will be determined in the same manner as in Section 15.A. above.
 3. 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 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 they were demoted in lieu of layoff will be placed on the same salary step of the range for their 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, they 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.

8. HOURS OF EMPLOYMENT

Section 1: WORKDAY AND WORKWEEK

- A. The District recognizes the principle of an eight- (8-) hour workday and a forty- (40-) hour workweek for unit members employed on a full-time basis. The traditional workweek shall be Monday through Friday. For payroll accounting purposes, the traditional workweek begins on Monday at 12:00 a.m. and ends on the following Sunday at 11:59 p.m. Normally, the workweek shall consist of five (5) consecutive workdays and two (2) consecutive days off. The non-traditional workweek shall not exceed five (5) consecutive workdays starting any day other than a Monday.
- B. The length of the workday and workweek shall be designated by the District subject to other applicable provisions in this Article. Each unit member shall be assigned a regular, ascertainable number of hours per week.

Section 2: ALTERNATIVE WORKWEEKS

- 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 employees 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.

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 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 holiday occurs on the scheduled day off in such a workweek, the workweek shall be modified as follows:

- i. 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

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- ii. The scheduled day off is taken without pay, the eight- (8-) hour workday is taken as a holiday, and eight (8) days at nine (9) hours are worked.
 - c. Whenever two holidays occur during a workweek, all ten (10) workdays or holidays in the work week revert to eight (8) hours.
- C. Unit members assigned to an alternative workweek shall be eligible for all contract benefits afforded to all other unit members.

Section 3: WORK SCHEDULE

- A. The unit member's supervisor shall establish the unit member's work schedule at the time of initial employment. A change in 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 fifteen (15) calendar days written notice prior to the effective date of a permanent change in work schedule or five (5) workdays written notice for a temporary change in work schedule.
- B. The unit member's supervisor will discuss, with the unit member, any concerns/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 presents child care problems which conflict with the proposed work schedule change and which cannot be rescheduled at a time compatible with the proposed work schedule.
- D. A unit member's work schedule shall not be changed temporarily to avoid the payment of split-shift or night-shift differentials.

Section 4: INCREASES IN ASSIGNED TIME

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

- A. Whenever the District increases the workday or work year of a position, it shall offer the increases to unit members who hold the positions being increased. Prior to permanent increases in the workday, unit members will be provided at least fifteen (15) 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

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at least sixty (60) calendar days advance written notice of the change. Exceptions to this notice may be made by mutual agreement of the unit member and the supervisor.

- B. The District may temporarily assign a unit member to a work schedule not routinely worked by such unit member for a maximum of thirty (30) workdays unless otherwise mutually agreed to by the unit member and the supervisor. A unit member shall not be required to accept such assignment unless notified five (5) workdays prior to the effective date of the work schedule change.
- C. Unit members whose workday or work year is permanently increased shall, upon written request, be given the right of first refusal to return to the former work schedule in the event that a vacancy should occur in the same classification within the same site or department at the former work schedule.

Section 5: LUNCH PERIODS

- A. Each unit member assigned for more than five (5) hours per day shall be entitled to an unpaid, duty-free lunch period of thirty (30) minutes.
 - 1. 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.
 - 2. Taking into consideration the needs of the program/assignment and with mutual agreement from the supervisor, unit members working six (6) hours or more may combine their thirty (30) minute duty-free lunch period with a fifteen (15) minute rest break, to create a forty-five (45) minute lunch period. The unit member and/or the supervisor may discontinue this practice at any time with verbal notification.
- 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 their lunch period by the same amount of time resulting from the interruption(s).
- D. Times when unit members may take their unpaid duty-free lunch periods shall be determined by the unit member's supervisor, taking unit members' preferences and program/assignment needs into consideration, and shall not vary from day to day within the workweek except as pre-established at the time of employment or when mutually agreed to by the unit member and the supervisor. Normally, the lunch period shall be as close to the middle of the shift as feasible.
- E. 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.

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Section 6: REST BREAKS

- A. Each unit member assigned for more than three and one-half (3½) 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 breaks.
- 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 7: 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 8: EARLY CALL-IN

- A. Occasionally, scheduled activities or unanticipated events may require early call-in of staff. Normally, a unit member called in to work early shall remain on duty until their regularly scheduled check-out time. A unit member may request permission to leave work early upon completion of their 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, Wages, Section 6, 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 9: 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 10: OVERTIME

- A. The District reserves the right to assign overtime to any member in the unit and to compensate unit members for overtime worked in accordance with Article 7, Wages, Section 6. Under normal circumstances, unit members will be given twenty-four (24) hours advance notice of the need to work overtime. In emergencies, this advance notice will not be required. To the extent possible,

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Section 10.A (continued)**

ordinary overtime work and the method of compensation (either overtime pay or compensatory time off) shall be by mutual agreement between the unit member and the supervisor.

- B. When it is not practical or feasible to supplement the existing trained personnel in key jobs with temporary or redirected personnel, the District may mandate overtime in these key jobs for extended periods of time. Peak- period overtime must be approved by the division head or their designee.
- C. Except in an emergency, unit members will not normally be assigned overtime if they have used sick leave on the same workday that the overtime work is available.
- D. When compensatory time is agreed upon, 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 records should be maintained in the appropriate department/site office.
- E. The District will annually communicate to all administrators, managers, and supervisors information on overtime compensation under state and federal law.

Section 11: SHIFT CHANGES

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

Section 12: LIGHT DUTY

- A. The District is committed to making reasonable accommodations for unit members returning to their regular assignment from work-related or nonwork-related injury or illness leave.
- B. When reasonable accommodation is not possible, unit members who are transitioning back to work from sick leave or occupational injury or illness leave and cannot perform their usual and customary job duties shall be eligible for light duty. Light duty alternative assignments, without loss of regular pay, will be offered by the unit member's department accordingly:
 - 1. Light duty assignments are made for a maximum of ninety (90) calendar days.

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2. The kind of light-duty assignments offered are contingent upon the treating physician's recommendation as to the unit member's medical status and restrictions.
3. The District and the Association will identify light duty assignments. Assignments may include work outside of the unit member's classification.
4. The light duty assignment may be discontinued or changed if the unit member's restrictions are modified by their treating physician.
5. The assignment of light duty work will not result in the displacement or reduction in hours for any other classified employee.
6. Unit members shall be given two (2) business days' notice prior to any change to the light duty hours of assignment.
7. If the number of unit members qualifying for light duty assignments exceeds the available work, priority will be given to unit members with occupation-related injury or illness. The light duty assignment of a unit member with a non-occupation-related injury or illness may be discontinued to accommodate a unit member with occupation-related injury or illness.
8. Unit members participating in a light-duty assignment are responsible for notifying their supervisor in advance of all follow-up medical appointments and submitting documentation from their physician of any change in their medical status. Specifically, unit members shall submit leave requests and notification of leave to the transitional work supervisor.

9. HEALTH AND WELFARE BENEFITS

Section 1: HEALTH AND WELFARE BENEFITS

- A. For the term of this Agreement, the District shall continue to absorb the full cost of the benefit package.
- B. 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.
- 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, an annulment, or legal separation 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 California 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.)

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 and 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 from same sex domestic partners. For opposite sex domestic partners, if both are under age sixty-two (62), a Declaration must be filed with the State. If one or both are over sixty-two (62) years old, they must 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 permanent legal guardian by court order) who has not attained their twenty-sixth (26th) birthday, and 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 eligibility shall include a unit

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Section 2.B.2 (continued)

member's child (including any stepchild, child of the unit member's domestic partner [as defined in Section 2.B.1], or legally adopted child, who has not attained their twenty-sixth (26th) birthday. For a child for whom the unit member is named permanent legal guardian by court order, the term of eligibility is pursuant to the court order.

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 permanent legal guardian by court order) must not have attained their twenty-sixth (26th) birthday. For a child for whom the unit member is named permanent legal guardian by court order, the term of eligibility is pursuant to the court order.
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 permanent 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) and has been approved by the medical carrier (i.e. health insurance company) as totally disabled, is eligible for medical, dental, and vision benefits.

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 first (1st) of the month through the fifteenth (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 fifteenth (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 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.
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.

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Section 2.D

- 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 annual open-enrollment period.

Section 3: MEDICAL BENEFITS PLANS

- A. The Parties agree that VEBA is the mutually agreed to Provider/Administrator through the term of this Agreement.
- B. The Parties agree to enter into a Participation Agreement that will commit to participation in the VEBA throughout the life of this Agreement.
- C. Consistent with the 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
- D. 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.

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Section 5.B

- 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 set forth in 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 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 plans, dependent children may be covered as dependents under one parent or 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 a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees' Retirement System at the time of their 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:
 - 1. The unit member or retiree must have been covering their qualified dependents under one of the medical or dental plans referred to in Sections 3 and 4 at the time of their death.

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Section 7.E.2

2. The spouse must notify the Employee Benefits 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 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 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 monthly 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 their employer.

Section 8: RETIREE MEDICAL FUND

- A. The District shall deposit to this fund an amount equal to the prior year's deposit, increased by the same percentage by which the salary schedule is increased as set forth in Article 7, Section 1, less advance deposits, if any, as described in Section 8.F below. This fund shall be used exclusively to reduce the monthly contributions paid by eligible retirees participating in a District-sponsored group medical plan by the amount established by Section 8.E.
- B. Effective October 1, 2022, the deposit to the fund shall be one hundred sixty-two thousand six hundred forty-nine dollars (\$162,649.00) annually adjusted by general salary increases. The deposit shall form the new base annual deposit for the fund pursuant to Section 8.A. above.
- C. A retiree who meets all of the following conditions will be eligible for this benefit.
1. The unit member, immediately upon separation from the District, began to receive a disability or service retirement benefit from the Public Employees' Retirement System (PERS) or the State Teachers' Retirement System (STRS).
 2. The unit member had seventeen (17) years of paid monthly salaried service with the District (excluding unpaid leaves of absence) of which the last 365 calendar days of such service (including the unit member's normal recess periods) must have been in a monthly salaried position of one-half time or more.
 3. The unit member's retirement effective date with PERS or STRS is on or after June 1, 1988.
 4. The unit member is under age sixty-seven (67) (for retirees whose retirement effective date is prior to June 30, 1994) or age sixty-five (65) (for retirees whose retirement effective date is on or after July 1, 1994) as of the retirement effective date with PERS or STRS.

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5. The unit member was covered under a District-sponsored group medical plan as a unit member immediately prior to the retirement effective date under PERS or STRS and chose to maintain coverage under such plan as a retiree by executing the appropriate form and making the required contribution to the District.
- D. For all retirees participating in this Retiree Medical Fund on or after July 1, 1993, with a retirement effective date prior to June 30, 1994, eligibility for this benefit shall cease at the end of the month in which the retiree dies or reaches age sixty-seven (67), or ceases to make the required contributions, whichever occurs first. For all retirees participating in this Retiree Medical Fund whose retirement effective date is on or after July 1, 1994, eligibility for this benefit shall cease at the end of the month in which the retiree dies or 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 the maximum age for eligibility specified herein by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.
- E. Annually, a new reduction in the monthly contribution shall be established by dividing the total amount of money in the fund (after the deposit made in accordance with Section 8.F) by the expected number of eligible retirees, divided by twelve (12). Effective January 1, 2023, such amount shall not exceed two hundred dollars (\$200.00) monthly for retirees with single coverage, or two hundred and fifty dollars (\$250.00) for retirees covering eligible dependents. The fund will only pay the actual cost of the medical premium if the cost is less than two hundred and fifty dollars (\$250.00).
- F. If at any time the fund balances are not sufficient to provide for the monthly reduction established in Section 8.E, the District shall make advance deposit(s) as necessary to the fund to provide for the continuation of the established reduction through September 30 of the same year. If advance deposit(s) is (are) made, then on October 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous October 1.
- G. The Board of Education, as an elected body, shall provide for the management and control of the fund as a public trust. The District and the Association may establish a special committee to review the annual audit statement for the purpose of determining the integrity of the benefit fund. Either Party may request a quarterly meeting for audit review purposes.

Section 9: DISTRICT-WIDE HEALTH AND WELFARE COMMITTEE

- A. The Parties agree to the appointment of a District-wide Health and Welfare Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall work toward the Parties' shared goals of reducing health care costs, while providing quality health benefits. The Committee shall establish its own meeting schedule.
- 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.

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Section 9.C

- 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 annual open enrollment shall be made no later than thirty (30) days prior to the start of open enrollment of the same calendar year.
- 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 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 annual open enrollment period. Following the initial election period in open enrollment, the election 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 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 open enrollment 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 pro rata 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.

10. SAFETY CONDITIONS OF EMPLOYMENT

Section 1: RESPONSIBILITY

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

Section 2: SAFE AND SANITARY FACILITIES

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

When extreme weather, air quality, or emergency conditions are announced by San Diego County officials or other government agencies who have competent jurisdiction, the District shall make reasonable attempts to comply with their recommendations and guidelines to ensure the safety and well-being of employees.

Section 3: SAFETY TRAINING, EQUIPMENT, AND DEVICES

- A. The District agrees to furnish safety equipment and devices required to maintain a safe and healthy environment for its employees and to comply with all local, state, and federal statutes regarding such safety items. In turn, all unit members agree to comply with all safety rules, procedures, and precautions and to use all furnished or required safety equipment or devices. The Association agrees to cooperate wherever possible in encouraging unit members to adhere to the spirit of this Section. The District shall provide an emergency radio to each school site/department if requested by the site/department.
- 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. Correct lifting procedures.
- 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. Upon request, a bargaining unit member shall be provided a consultation with the Director of Classified Personnel and/or a district physician to discuss job-related health concerns.
- E. The District shall present all bargaining unit members with annual on-site first aid and/or health-related training.

Article 10 – Safety Conditions of Employment
Section 4

Section 4: NOTIFICATION OF UNSAFE WORK CONDITIONS

- A. All unit members shall notify their supervisors of unsafe or unsanitary conditions at any District work location. 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. Within two (2) workdays of the completion of the investigation, the unit member shall be provided written notice of the findings of the investigation and of any proposed remedy. If the unit member believes a safety or health problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation and any findings with the Association representative in an attempt to resolve the issue.
- C. No unit member shall be required to work in unsafe areas or under unsafe working conditions.

Section 5: REFUSAL TO WORK UNDER UNSAFE CONDITIONS

A unit member may refuse to work in any situation which places them in imminent physical danger or significantly endangers their health. In all such cases, the unit member shall first report the condition to the site administrator or supervisor who will, as soon as possible, evaluate the complaint. While the evaluation and determination of the complaint is being made, the unit member(s) will be temporarily moved to another work station/location.

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 shall be available at the site for member review upon request.

Section 7: SAFETY/HEALTH ACTION COMMITTEE

The Association shall appoint one representative and one alternate to the joint Safety/Health Action Committee. The Committee shall appoint two co-chairs, one District-appointed representative and one CSEA representative. The Committee shall meet at the request of either party and at times which least affect the operations 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 safety concerns.

Section 8: PHYSICAL THREAT OR ASSAULT/BATTERY

Whenever any unit member is attacked, assaulted, or menaced while in the course of performing their duties, it shall be the duty of such unit member, and the duty of any person under whose direction or supervision such unit member is employed in the District who has knowledge of such incident, to promptly report the same to the immediate supervisor and appropriate law enforcement authorities.

Article 10 – Safety Conditions of Employment
Section 9

Section 9: GRIEVANCES

In the event of a grievance arising out of any provision of this Article, the grievance will be submitted at Level Three.

Section 10: MEMBER ON DISTRICT-WIDE SECURITY ASSESSMENT TASK FORCE

Throughout the term of the Agreement, if there is a District-wide Security Assessment Task Force, it shall include an OTBS unit member, designated by the Association.

11. PROMOTION, TRANSFER AND ADMINISTRATIVE REASSIGNMENT POLICIES

Section 1: DEFINITIONS

- A. Transfer. A transfer is a voluntary change of an assignment of a unit member from one site or department to another site or department.
- B. Administrative Reassignment. An administrative reassignment is an involuntary change of an assignment of a unit member from one site or department to another site or department.
- C. Job Family. Two or more job classifications in the OTBS bargaining unit requiring various degrees of skills, knowledge, and abilities of similar or related subject matter.

Section 2: PROMOTION

The Human Resource Services Division designee shall determine whether vacant positions in the OTBS bargaining unit are filled by promotional, promotional/open, or open examination. When feasible, except for mutually identified entry level positions, the eligibility list shall be achieved through promotional or promotional/open examination, with due consideration given to the availability of a sufficient pool of qualified internal candidates for selected vacancies.

Section 3: INITIATION AND APPROVAL OF TRANSFERS AND ADMINISTRATIVE REASSIGNMENTS

A transfer may be requested by the unit member. An administrative reassignment may be initiated by the unit member's site administrator/department head. The approval of the Chief Human Resources Officer, or their 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 department 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.
- 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. Whenever a vacancy is to be filled, the requesting supervisor shall first review and consider all pending transfer requests; however, the vacancy may be filled from an alternate source as deemed appropriate by the Human Resource Services Division.

Article 11 – Promotion, Transfer and Administrative Reassignment Policies
Section 4.E.1

1. When the supervisor or department head decides to interview candidates from the eligibility list, they shall interview an equal number of eligible employees 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 transfer and unit member eligibility list candidates who were interviewed as to whether or not they were selected.
- F. The names of unit members who currently work less than four (4) hours per day will be referred to supervisors wishing to fill new or vacant positions of four (4) or more hours per day if the vacancy exists in the same or significantly similar job classification. (Note: See Article 8, Section 3.A.)
- G. Issues associated with transfer and promotion, specifically the inability of unit members to effectively transfer or promote over new hires shall be discussed and resolved, to the extent possible, in the Contract Administration Committee (CAC).

Section 5: ADMINISTRATIVE REASSIGNMENT

An administrative reassignment may be requested by the unit member's principal or department head when they deem 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. The principal or 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 Resource Services Division, and the appropriate division head) that an administrative reassignment is being recommended and the reasons for the reassignment.

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 Resource Services Division, and the principal or department head to discuss the proposed administrative reassignment. 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: PERFORMANCE EXPECTATIONS

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

Section 7: RETURN TO FORMER CLASSIFICATION

A unit member who has vacated a position to accept a promotion or a voluntary demotion (excluding demotions due to disciplinary reasons) and who during the first thirty (30) calendar days of the

Article 11 – Promotion, Transfer and Administrative Reassignment Policies
Section 7 (continued)

probationary period requests to return to their 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 8: 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 employee shall not be permitted to volunteer for reassignment without the approval of the Human Resource Services Division, if the unit member is currently on a performance remediation 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 16, 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 9: 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, permanent unit members may exercise their rights under Article 16, Layoff and Reemployment.

Section 10: SCHOOL OPENING

The selection of unit members for available authorized vacancies in a new school shall be in order of their seniority.

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 and Administrative Reassignment Policies
Section 11.C

- C. For position vacancies, incumbent qualified classified unit members will be selected in order of their seniority.

- D. Displaced 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 16, 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.

12. LEAVE POLICIES

Section 1: SCOPE OF LEAVE POLICIES

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

Section 2: SICK LEAVE

- A. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury, or exposure to contagious disease as set forth in the California Education Code and for the unit member's medical/dental appointments.
- B. Full-time unit members shall accrue eight (8) hours of sick leave for each month in their assignment year. 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:

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. Section G shall not apply to unit members having full-salary sick leave in excess of the limits shown above.

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Section 2.H

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

Section 3: SICK LEAVE INCENTIVE

- A. Those unit members having perfect attendance (not using their annual sick leave allotment of 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 Sick Leave Incentive (SLI) day during the next fiscal year.
- B. Attendance records for determining a unit member's eligibility for an SLI day will be maintained by the site or department where the unit member works. The SLI day may be used at any time prior to June 30, with the prior approval of the supervisor or designee.
- C. The SLI 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 SLI day is denied and the denial results in the loss of the SLI 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 fiscal year) will continue to be eligible for the sick leave incentive. In addition, unit members using up to sixty (60) days of industrial accident absence as approved by the worker's compensation insurance carrier shall be eligible for the bonus as described in Section 3.A. above as long as no other disqualifying absences are taken.

Section 4: SCHEDULED HOLIDAYS

A. The following paid holidays will be observed:

Independence Day	Christmas
Labor Day	New Year's Eve
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
	Juneteenth

*A one- (1) day floating holiday will be authorized for unit members who are in a paid status on Admission Day (September 9). This floating holiday is to be used at any time on or after Admission Day with the prior approval of the supervisor or designee. 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.

B. Unit members in part-time positions shall be paid for holidays in proportion to the time their employment bears to a full-time position.

C. Actual dates of observance for the duration of this Agreement for the holidays enumerated in this Section shall be established by the District in consultation with the Association.

Section 5: PAY FOR HOLIDAY WORK

Work performed by any exempt or nonexempt unit member on the date of observance scheduled on the District's Master Calendar for any legal or declared holiday enumerated in Section 4 of this Article 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 (1½) times the unit member's regular rate of pay. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.

Section 6: VACATION

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

BASED ON FULL-TIME EQUIVALENT			APPROXIMATE DAYS PER YEAR		
YEARS OF DISTRICT SERVICE	MONTHS OF DISTRICT SERVICE	VACATION HOURS PER MONTH	12 MONTH	11 MONTH	10 MONTH
1-4	1-48	8	12	11	10
5-9	49-108	11.07	16.6	15.2	13.8
10-12	109-144	13.08	19.6	18.0	16.4
13+	145 or more	14	21	19.3	17.5

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Section 6.B

- 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 their own vacation balance to ensure that it does not exceed the maximum accumulation. A unit member may be required by their supervisor to use vacation in order to avoid reaching the maximum accumulation.
- D. Unit members who have reached the maximum accumulation of vacation, or may exceed the maximum accrual allowed during the next pay period, will be provided with the opportunity to use earned vacation leave. If a unit member'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 a lump-sum payment for all accumulated but unused vacation hours. Unit members who terminate before serving six (6) months shall not be entitled to any accumulated vacation.
- F. Unit members may request to use their vacation at any time during their work year, including recess periods (e.g. Thanksgiving, winter, spring, summer). 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 use their vacation during Thanksgiving, winter, and spring recess periods. When two (2) 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. Supervisor shall respond to a vacation request within five (5) workdays after receipt of vacation request.
- G. 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.
- H. A unit member who, while on vacation, has suffered a disability, injury or illness shall have the right to use sick leave to substitute for vacation during each day of such disability. A statement from a licensed physician fulfilling these requirements may be requested by the supervisor.
- I. Permanent ten- (10-) and eleven- (11-) month unit members in the seventh month 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.

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Section 6.J

- J. Unit members on approved medical leave who have exhausted their full-salary sick leave may use vacation leave. Substitute coverage is limited to those job classes where substitute coverage is normally provided during sick leave.

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 or domestic partner: spouse, domestic partner, parent (including step-parent, parent-in-law, and court-appointed legal guardians), grandparent, grandchild, child (including child-in-law, and a child for whom the unit member is a court-appointed legal guardian), sibling, sibling-in-law, sibling (i.e. the sibling of your parent), sibling (i.e. the child of your sibling), or any relative living in the unit member's household. No reasonable request shall be denied.

Section 8: MATERNITY, PARTNER, AND ADOPTION LEAVE

- A. Maternity Leave: Effective July 1, 2023, a unit member who has given birth and has been employed with the District for at least twelve (12) months shall be granted six (6) consecutive work weeks of leave with pay immediately following the birth of her child. In addition, the unit member may use up to sixty (60) days of their vacation, full salary sick leave, or half-pay sick leave, immediately following the use of maternity leave, concurrently with any applicable FMLA and/or CFRA. This leave can be used in addition to their annual allotment of days that can be used for personal necessity.
- B. Partner Leave: Effective July 1, 2023, three (3) days of leave with full pay will be granted to a father/spouse/partner immediately following the birth of their child. In addition, a father/spouse/partner may use up to sixty (60) days of their vacation, full salary sick leave, or half-pay sick leave, immediately following the use of partner leave, concurrently with any applicable FMLA and/or CFRA. This leave can be used in addition to their annual allotment of days that can be used for personal necessity.
- C. Adoption Leave: Effective July 1, 2023, three (3) days of leave with full pay will be granted to either parent to make final arrangements to adopt a child. In addition, a unit member may use up to sixty (60) days of their vacation, full salary sick leave, or half-pay sick leave, immediately following the use of adoption leave, concurrently with any applicable FMLA and/or CFRA. This leave can be used in addition to their annual allotment of days that can be used for personal necessity.

Section 9: PERSONAL NECESSITY LEAVE

A total of ten (10) 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.

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Section 9.B

- B. Death of a Close Friend or Relative Not Included in the Definition of Immediate Family. Unit members may use personal necessity leave to attend the funeral of a close friend or relative not included in the definition of immediate family.
- C. Accident. A unit member may be released from duty when an accident involving the unit member, 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. A unit member may use personal necessity leave to observe religious holidays of their faith, provided that notification is given to the supervisor at least five (5) workdays in advance of the religious holiday. The supervisor may require proof of observance, in accordance with District policy.
- G. Birth or Adoption of a Child. A father/spouse/partner, upon the birth of their child, and parents, upon the adoption of a child, may use personal necessity leave.
- H. Circumstances Beyond Unit Member's Control/Acts of Nature. A unit member may be precluded from reporting for duty as a result of unpredictable and verifiable acts of nature or any other unpredictable and verifiable circumstance beyond the unit member's control.
- I. Family School Partnership Leave. Participation in the unit member's children's school activities as described in Section 16 of this Article.
- J. Personal/Family Responsibility. Unit members may use Personal Necessity Leave in order to attend to a compelling personal/family responsibility which requires the presence of the unit member during the workday.

Section 10: LONG-TERM LEAVE

- A. Long-term leave of absence without pay may be granted to permanent unit members by the District for a period of up to one (1) year, and may be extended for a total period not exceeding two (2) full school years (twenty-four [24] months from the beginning date of the leave except as otherwise provided in this Section). The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave and, except in cases of emergency, should give notice prior to the date on which the leave is to begin. Probationary unit members are only eligible for military leave and pregnancy leave.

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Section 10.B

B. Leaves may be granted for:

1. Professional Study. A professional study leave may be granted to a unit member for a formal education program which offers a potential benefit to the District and the unit member. The District may require proof of the unit member's registration and participation in the formal education program.
2. Travel. Travel leaves may be granted for educational purposes.
3. Opportunity Leave. Unit members may be eligible for an opportunity leave for the purpose of improving job-related skills and knowledge benefiting the unit member and the District.
4. Service to Other Public Agencies. Unit members may serve another public agency in a capacity benefiting the District and the unit member which may include elected or full-time public service positions.
5. Other Leaves. Unit members may be granted leave for other purposes that benefit the District.
6. Service to Professional Associations (Excluding Employee Associations). Unit members may be granted a leave for the purpose of serving a local, state, or national professional organization in an elected or staff capacity.

C. Leaves shall be granted for:

1. Parental Leave. A leave of absence without pay will be granted for the purpose of childbearing, adoption, and/or child rearing. The following types of parental leaves are available:
 - a. Pregnancy. A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.
 - b. Male Parental Responsibility. A male unit member is entitled, upon request and verification of child's birth date, to a long-term parental leave to begin at any time between the birth of his child and one (1) year thereafter.
 - c. Adoption. A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.
2. Home Responsibility Leave. An unpaid leave of absence may be granted when there is a demonstrable need for the service of a unit member in caring for a member of their immediate family as defined in Section 7 of this Article.

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Section 10.C.3

3. Opportunity to Substitute. A unit member on parental leave or home responsibility leave of absence may be employed as a day-to-day substitute.
4. Health Leave. Upon exhaustion of all paid leaves, a health leave without pay will be granted to a permanent unit member upon submission of a physician's statement of the unit member's incapacity. Return to duty is dependent upon a physician's written approval to resume normal duties as reviewed by the District's physician in consultation with the unit member's physician.
5. Family Care Leave.
 - a. For purposes of this Section only, the following definitions shall apply:
 - i. Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a unit member standing "in loco parentis" who is either under eighteen (18) years of age or is an adult dependent child.
 - ii. 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.
 - iii. Spouse means the legal husband or wife, or domestic partner, of a unit member.
 - iv. 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.
 - v. 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 they practice, or any other person determined by the United States Secretary of Labor to be capable of providing health care services.
 - 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:
 - i. Birth of a child of the unit member;
 - ii. Adoption of a child by the unit member;
 - iii. Foster care placement of a child with the unit member;
 - iv. Care of a child, parent, spouse, or domestic partner who has a serious health condition; or
 - v. Unit member's own serious health condition.

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Section 10.C.5.c

- 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 (FMLA) 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.
 - i. 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.
 - ii. A unit member may use sick leave for purposes of parental leave for a period of up to 12 workweeks.
 - iii. When the unit member has exhausted all available sick leave and continues to be absent from their 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 of up to 12 workweeks of parental leave.
 - iv. The leave is 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.
 - v. This paid leave runs concurrently with the unpaid leave under the CFRA and the Federal FMLA for a total of 12 workweeks during any twelve (12) month period.
 - vi. This parental leave is available to both parents and/or registered domestic partners. However, if both parents and/or registered domestic partners are District employees, they have a combined twelve (12) workweek 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 their 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.

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Section 10.C.5.g

- g. Request for Family Care Leave. If the need for Family Care Leave is foreseeable, the unit member shall provide written notice and request for such leave at least thirty (30) calendar days in advance. If the need for Family Care Leave is not known thirty (30) calendar days prior to the date the leave must begin, the unit member shall provide written notice and request for such leave within two (2) workdays of learning of the need for the leave. In the case of an emergency, when written notice and request for leave cannot be provided in advance, written notice must be provided as soon as practicable. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member should make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of District operations, subject to the approval of the appropriate health care provider.
- i. In conjunction with any written notice and request for Family Care Leave due to the serious health condition of the unit member or to care for a child, spouse, domestic partner, or parent who has a serious health condition, the unit member must submit to their 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 their job functions.
 - ii. 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.
 - iii. 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.

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Section 10.C.5.h

- h. Return to Work. As a condition of reinstatement for a unit member who has taken Family Care Leave because of their own serious health condition, the unit member must provide the District with a certification from their health care provider certifying that the unit member is able to resume work.
- i. Reinstatement to Position. A unit member returning from a Family Care Leave shall be reinstated to the same position they 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, they 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 their seniority. Upon resumption of their duties, the unit member shall be fully restored as a permanent unit member.
- j. Concurrency with Sick Leave and Vacation. All Family Care Leave is unpaid. The exceptions are that:
 - i. 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
 - ii. If the unit member is taking Family Care Leave due to their own illness, the unit member may elect, or the District may require the unit member to utilize accrued sick leave hours for Family Care Leave in lieu of unpaid status.
- k. Seniority Rights. Unit members shall continue to accrue seniority while on leave.
- l. Health and Welfare Benefits. The District shall continue to provide the health and welfare benefits as provided in Article 9 during the Family Care Leave to a unit member who is otherwise eligible for such benefits. However, a unit member who fails to return from such leave or who works less than thirty (30) days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the unit member does not return to work is due to the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to additional Family Care Leave (either affecting the unit member or the unit member's child, spouse, domestic partner, or parent) or other circumstances beyond the control of the unit member. The District, however, will not provide such health benefits for a unit member for any leave period beyond twelve (12) weeks unless these benefits are specified by other provisions of this Agreement such as paid illness leave.
- m. 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 11: REINSTATEMENT UPON RETURN FROM LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

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

1. Shall be returned to the position formerly held;
2. Shall be 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 their seniority. Upon resumption of their 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:

1. Shall be returned to the position formerly held;
2. Shall be 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 their seniority. Upon resumption of their duties, the unit member shall be fully restored as a permanent unit member.

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

1. Shall be returned to the position formerly held, if vacant;
2. Shall be 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 their job class for one (1) year. When vacancies occur in their job class, the unit member shall be considered with the top eligibles on the list.

Upon resumption of their 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.

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Section 11.D

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

Upon resumption of their 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 12: PERSONAL BUSINESS ABSENCE

A. Two-Hour Absence (Paid)

1. A unit member may be excused from duty for up to two (2) hours in any work day without loss of pay for medical/dental appointments and occasional emergency personal matters that cannot be handled outside the employee's regular work hours, subject to the approval of the supervisor. Such supervisor's approval shall not be unreasonably denied. For unit members working less than six (6) hours, the two (2) hours shall be reduced proportionately.
2. Any unit member who uses personal business absence without prior authorization shall not be paid for the time absent and may be subject to disciplinary action.

B. One-Month Leave of Absence (Unpaid)

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

Section 13: 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 14: 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 their immediate family.

Section 15: MILITARY LEAVE

- A. A unit member shall be granted a military leave of absence for the period of required service. A unit member granted military leave of absence who has a minimum of one (1) year of service with the District immediately prior to the date on which the leave begins shall be entitled to receive their salary for the first thirty (30) calendar days of military duty.

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Section 15.B

- 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 their 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 they would have enjoyed if they had not been absent due to service in the armed forces; however, the unit member shall not be entitled to salary for the period they were on leave except as noted in Section 15.A.

Section 16: FAMILY SCHOOL PARTNERSHIP ACT LEAVE

A unit member who is a parent, guardian, or custodial grandparent of one or more children in a Universal Transitional Kindergarten through Grade 12 school system 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 their children attend under the following circumstances:

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

Section 17: JURY DUTY

The District agrees to grant to members of the bargaining unit 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.

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Section 17 (continued)

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

Section 18: 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 therein 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 19: 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 20: HEALTH, DENTAL, AND LIFE INSURANCE FOR UNIT MEMBERS ON UNPAID LEAVES

A unit member on an unpaid leave of absence may elect to continue the District's sponsored health, dental, vision, and/or life insurance plan in which they were 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 21: CLASSIFIED CATASTROPHIC LEAVE BANK [Effective September 26, 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.

Article 12 – Leave Policies
Section 21.C

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. However, nothing herein shall preclude a unit member from making greater than a one (1) day donation annually.
2. Three Year Cycle: Following the Initial Donation Period and first donation cycle, additional donations shall be made on a three (3) year cycle (e.g. January 1, 2022, January 1, 2025, etc.). The unit member's donation shall be automatically renewed every three (3) years in order to maintain membership in the Bank. The participant may opt out of the automatic renewal during the District's Health and Welfare Benefits Open Enrollment period prior to the automatic renewal. Withdrawal from the program will be effective on January 1 of the new cycle.
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 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

Article 12 – Leave Policies
Section 21.D.3 (continued)

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 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 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.

Article 12 – Leave Policies
Section 21.F

- 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 the 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 21.D.3. and 21.E.4. which relate to the application process and the approval of applications for the use of days from the Bank shall not be subject to the grievance procedures contained in Article 14 of this Agreement.

13. PERFORMANCE EVALUATION PROCEDURE

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

Section 1: PURPOSE OF EVALUATIONS

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. The evaluation process is a method of measuring a unit member's performance against the standards of the position (defined as the factors on the Performance Evaluation Report form).

Section 2: SCHEDULED PERFORMANCE EVALUATIONS (Probationary and Permanent/Probationary Unit Members)

- A. Performance Evaluation Reports shall be completed prior to the completion of the probationary period. For the purposes of this Section, a permanent unit member who is probationary in classification shall be evaluated in the same manner as a probationary unit member.
- B. At the time of hire or upon appointment to a new classification, each classified unit member shall be given a copy of their official District job description and detailed information about the District's Performance Evaluation Report form, procedure and job performance standards.
- C. The supervisor will prepare the Performance Evaluation Report for discussion with the unit member. During this conference, the unit member and supervisor will review the evaluation which may result in its modification.

Section 3: COUNSELING

Supervisors shall notify and counsel unit members in a timely manner with suggestions for improvement where applicable, and of any unacceptable or deteriorating performance that may, if not corrected within a reasonable period of time, affect their performance evaluation or lead to a special evaluation.

Section 4: SPECIAL PERFORMANCE EVALUATIONS

- A. A special Performance Evaluation Report for a unit member may be prepared at any time by their 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 deterioration or an 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 a written action plan that specifies improvements needed and/or assistance to be provided (which may include, but is not limited to, training, tools and other support), with reasonable timelines for improvement and/or assistance.

The supervisor shall conduct subsequent counseling and provide assistance to improve the unit member's performance.

Article 13 – Performance Evaluation Procedure
Section 4.C

- C. At least one (1) follow-up evaluation shall be administered to assess the unit member's performance within a reasonable period of time from the date of the special evaluation or, upon request of the unit member, if a follow-up evaluation was not administered in accordance with the timelines established by the action plan.

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 they have reviewed the evaluation and received a copy of it. All Performance Evaluation Reports will be forwarded to the unit member's permanent personnel file.
- B. Less-than-effective Performance Evaluation Reports shall be based upon information which is supported by documentation.
- C. Performance Evaluation Reports will not impact a unit member's right to request a transfer.
- D. Performance evaluations shall not be used in place of disciplinary action.
- E. Any changes in performance standards (defined as the factors on the Performance Evaluation Report form) will be made known in writing to affected unit members before implementation.
- F. When a unit member is reassigned to a different position within the same or lower classification, the new supervisor and the unit member will meet, upon request by either party, to share a copy of the unit member's job description, to review job performance standards and expectations, and to discuss assistance (which may include, but is not limited to, training, tools and other support), that may be available to the unit member in their new position.

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 they have 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 their Performance Evaluation Report has a right to a review of their case by the performance evaluation reviewer (supervisor's supervisor).

14. GRIEVANCE PROCEDURE

Section 1: DEFINITIONS

- A. Grievance. A claim by one or more specifically named unit member(s) 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. Grievant. A unit member, a group of unit members, or the Association.
- C. Division Representative. The division head or their designated representative.
- D. Workday. Any day when the central administrative offices of the District are open for business.

Section 2: LEVEL ONE: INFORMAL RESOLUTION - IMMEDIATE SUPERVISOR

A grievant and their 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 their 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 (see Appendix C), which shall be available on the Labor Relations Division's page of the District's website. 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(s) 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 actions requested of the District which will afford an appropriate remedy to the grievant.
 - 5. Designations of representatives will be in writing on the grievance form at Level Two.

Article 14 – Grievance Procedure
Section 3.C

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

Section 4: 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 Labor Relations Division within ten (10) workdays after receiving the Level Two decision. Information copies shall be sent to the grievant's principal or department head or other district administrator 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 Division or designee within ten (10) workdays after receipt of the grievance. All Parties may be represented at the conference.
- D. Within ten (10) workdays after the conference with the grievant, the appropriate manager in the Labor Relations Division or designee shall render a written decision, copies of which shall be sent to the grievant's principal or department head and the Association.
- E. Once a grievance claim under this procedure reaches Level Three, neither the scope of the grievance claim nor the remedy may be expanded at subsequent levels.
- F. If a mutually acceptable resolution is reached at Level Three, the Labor Relations Division, or designee, shall initiate implementation of the resolution within five (5) workdays.
- G. In any case in which the Association did not have a representative present at Level Three, 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 Level Three, only 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 Level Three decision is rendered. Within ten (10) workdays of receipt of a request for mediation, the District shall file with the State a request for mediation. When necessary, timeline periods in Level Four will be automatically extended to meet the time constraints of the mediator.

Section 6: LEVEL FIVE: BINDING ARBITRATION

- A. If a grievance is not resolved at Level Four, only the Association may request a hearing before an arbitrator. The request shall be filed in writing with the Labor Relations Division or designee within fifteen (15) workdays after the conclusion of the Level Four mediation meeting, if the grievance remains unresolved.
- B. Within five (5) workdays after receipt of a request for arbitration, the Labor Relations 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 should 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 of 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 personally 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 determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement.

Article 14 – Grievance Procedure
Section 6.D.3

3. 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.
4. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the Parties in the presence of each other and upon arguments presented in briefs.
5. No decision rendered by the arbitrator shall be retroactive beyond forty-five (45) calendar days prior to the timely filing of the Level Two grievance, specified in Section 3.A of this Article. The arbitrator shall have no power to render an award in any grievance arising before or after the effective dates of this Agreement.

Section 7: GENERAL PROVISIONS

- A. A bargaining unit member involved in the filing of a grievance shall be provided such release 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 to the representative for the purpose of investigating and processing the grievance regardless of the outcome of the grievance.
- C. In addition to the release 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 involved, shall be allowed reasonable additional time for meeting with the District representative involved in trying to resolve the grievance as provided in Levels One and Two of the grievance procedure.
- D. No Party may be required to discuss any grievance if their representative is not present.
- E. 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 Labor Relations Division, or designee. Conferences specified at Levels Two and Three may also be waived by mutual agreement.
- F. Any grievance not appealed to the next level of the procedure within the prescribed time limits shall be considered resolved on the basis of the response provided at the preceding level.
- G. If the District does not render a written response within the prescribed time limits set forth at any level of the proceedings, the grievant may advance to the next level.
- H. By mutual agreement of the Association and the Labor Relations Division, or designee, grievances involving an action by an administrator above the level of principal or supervisor may be filed at Level Three.

Article 14 – Grievance Procedure
Section 7.I

- I. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- J. Wherever under this grievance procedure documents are required to be served or filed on one Party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the Party or the Party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, or was deposited in school mail and the date on which said action was taken. The "Proof of Service" shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for Proof of Service shall be provided by the District and made available by the Association or the Labor Relations Division.
- K. All grievance documents will be maintained in the Labor Relations Division, separate from the grievant's personnel records.
- L. Grievances may not be filed to challenge 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.
- M. No grievance shall be filed by a unit member after the effective date of separation from the District.
- N. In the event a unit member exercises their 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.

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 unified membership 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 dues 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 within seven (7) workdays 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.

Article 15 – Organizational Security
Section 4.B

- 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.

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 impact the terms of the 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 District 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 said unit members and make appropriate remittance for any other plans or programs approved by the Association.

16. LAYOFF AND REEMPLOYMENT

Section 1: DECISION TO LAYOFF OR 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. Regardless of any other term in this Article, when positions must be eliminated as a result of the expiration of a specially funded program, the procedure shall be as delineated in Education Code section 45117(g).

- A. The decision to lay off is solely that of the Board of Education and shall not be bargainable or grievable. A unit member may be laid off 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.

Section 2: WORKLOAD

- A. For the term of this Agreement, the District shall post the joint Classified OTBS Staff Workload Memorandum on the Labor Relations website and the Bulletins and Circulars page of the District website.
- B. Site administrators and managers should review, at minimum, the following content from the memorandum with their OTBS bargaining unit members:
 - 1. Job responsibilities;
 - 2. Prioritization of duties;
 - 3. Expectations; and
 - 4. Training.
- C. During applicable trainings, the District agrees to review the content of the joint Classified OTBS Staff Workload Memorandum with attendees.

Section 3: NOTIFICATION OF LAYOFFS AND REDUCTIONS IN HOURS

- A. Affected unit members shall be given written notice of a recommended layoff or reduction in hours pursuant to applicable law.
- B. The Association shall be given reasonable 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 OTBS bargaining unit.

Section 4: ORDER OF LAYOFF OR REDUCTION IN HOURS

- A. Unit members shall be laid off or reduced in hours, by classification, according to their status in the following order: (1) probationary and (2) permanent. Classification seniority will be the determining factor. 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.

Article 16 – Layoff and Reemployment
Section 4.B

- 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.

Section 5: 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 the displaced unit member has served in accordance with the same order of displacement specified in Section 5.A above. A unit member demoting in lieu of layoff to a former classification will have displacement rights to a minimum of their 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 their 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 5.A. and 5.B.

- 2. Other Differentials

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

Article 16 – Layoff and Reemployment
Section 6

Section 6: 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 rate and salary placement upon reemployment, layoff shall not be regarded as a break in service.
- B. Substitute and restricted status 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 the provisions of this Section.

Section 7: NOTIFICATION OF REEMPLOYMENT

- A. A unit member who is laid off and becomes eligible for reemployment shall be notified by via certified mail addressed to the last known address on file with the Human Resource Services Division.
- B. A unit member shall have five (5) workdays from receipt of notice by certified mail to respond to the offer of reemployment.
- C. Upon acceptance of reemployment, the unit member shall have five (5) workdays to report for work unless the District agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District.
- D. If the notice of reemployment is undeliverable or is not accepted by the unit member, the unit member's name shall be removed from the reemployment list and the unit member 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 their reemployment rights. Unit members who are reduced in hours and become eligible for reemployment shall be notified by District email 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.

Article 16 – Layoff and Reemployment
Section 8

Section 8: SUSPENDED REEMPLOYMENT

- A. Prior to being reemployed under the provisions of this Agreement, a unit member may suspend their 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 8 of this Article.
- C. Those unit members who suspend their reemployment due to employment elsewhere may reactivate their reemployment status at any time by delivering written notice to the Human Resource Services Division at least two (2) weeks prior to the desired reactivation date, provided it is within twelve (12) months of their original request for suspended reemployment.
- D. In no event shall the provisions of this Section 8 be construed to provide unit members with a longer period of reemployment rights than those provided in Section 6.A of this Article.

Section 9: TEMPORARY REEMPLOYMENT

Unless otherwise mutually agreed by the Association and the District, unit members may be reemployed for up to ninety (90) calendar days in the classification(s) from which they were laid off to perform work for which they were specifically assigned immediately prior to layoff. Such reemployment will be in reverse classification seniority order and shall bypass unit members who have been reassigned in lieu of layoff to other monthly positions. In the event the temporary work to be completed is different or new to the District's program(s), those unit members designated by the District to possess the skills necessary to perform the work will be temporarily reemployed in classification seniority order.

- A. Unit members temporarily reemployed shall be placed on the same salary step of the range for their classification as they held at the time of layoff and the service increment due date adjusted for each month or major fraction thereof during the period the unit member was laid off.
- B. Unit members who are temporarily reemployed shall earn vacation, sick leave, and holiday pay at the same rate as earned at the time of layoff.
- C. Unit members on temporary reemployment shall be released at the completion of the available work or ninety (90) calendar days, whichever comes first, and resume their status on reemployment lists.

Section 10: ERROR IN LAYOFF OR REDUCTION IN HOURS

- 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.

**Article 16 – Layoff and Reemployment
Section 10.B**

- 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, they 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 they 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 retroactively owed to the Association from the unit member's first regular monthly pay warrant following reinstatement.

Section 11: 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 from the same classification.

C. Training and Disciplinary Prerequisites Following Reemployment or Reassignment

- 1. The Parties believe that employees who are recalled/reassigned due to the bump/layoff process should be provided tools and training necessary to perform their new position. The District shall encourage supervisors and newly transferred employees to meet to determine appropriate training(s) and any necessary release time to complete such training.
- 2. At least 30 days prior to any unit member who was recalled/reassigned due to the bump/layoff process being disciplined (based upon their performance) within the new position into which they were bumped, the appropriate supervisor/manager/principal shall in advance have:
 - a. Set expectations and priorities in writing for the bargaining unit member (in accordance with the Classified OTBS Staff Workload memorandum),
 - b. Communicated/discussed those expectations and priorities with the unit member, and
 - c. Offered training and provided necessary release time to the unit member.

**Article 16 – Layoff and Reemployment
Section 12**

Section 12: 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 and shall only be subject to further negotiations in accordance with Section 14 below.

- A. The decision to abolish a vacant position is solely that of the Board of Education and shall not be bargainable or grievable. The District shall notify the Association in writing of any decision by the District to abolish an existing vacant position. The Association reserves the right to negotiate the impacts and effects of such a decision. Such action shall not postpone its implementation.
- B. The District shall have the right to replace a vacant bargaining unit position with a position in another OTBS job classification without notification to the Association, provided that the position remains within the same department/site. 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. 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.

Section 13: IMPACTS AND EFFECTS OF LAYOFF

- A. The District and the Association agree that the provisions of this Article shall constitute the full and complete agreement of the Parties on the effects of layoff of any unit member in the OTBS bargaining unit throughout the term of this Agreement and shall not be subject to further negotiations without the mutual agreement of both Parties.
- 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 OTBS bargaining unit.

17. 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 educational 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.

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.

18. 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 the unit member's employment, are to be made available for the unit member's review upon request.
- B. Materials in a unit member's work location personnel file will remain at the originating site, department, or program.
- C. A unit member shall have the right to examine their personnel file, provided the request is made at a time they are not required to render services to the District, except as provided in Section 2.D. of this Article. The unit member shall review such records in the presence of the administrator or designee responsible for safeguarding the file. The unit member may be accompanied by a representative while reviewing the records, which will be done in the presence of the administrator or designee responsible for safeguarding the files.
- D. The material which may be inspected shall not include ratings, reports, or records which were: (1) obtained prior to the unit member's employment; (2) prepared by identifiable examination committee members; or (3) obtained in connection with a promotional examination.
- E. 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 by authorized employees of the District when actually necessary in the administration of the District's affairs or the supervision of the unit member.
- F. 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.
- G. The District shall keep a log in each personnel file indicating the names of those persons, other than Human Resource Services Division staff, who have examined the personnel file maintained at the 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 have such comments attached to the material in question.
- C. The unit member shall be given a copy of the material. The unit member shall acknowledge that they have read such material by signing and dating the original records, with the understanding that the unit member's signature signifies only that the material has been read and does not necessarily indicate agreement with its contents.

Article 18 – Unit Member Rights
Section 2.D

- D. 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 on the basis of any protected class under the law, including but not limited to such individual's race, creed, color, age, gender, sexual orientation, ethnicity, national origin, physical or mental disability, or participation or non-participation in Association activities.
- B. The District agrees that no unit member shall be discriminated against on account of membership in, or appropriate activities on behalf of, the Association.
- C. The District and the Association agree that the highest possible standards in human relations should be maintained between supervisors and unit members. Unit members will be treated in a fair and consistent manner in the administration of this Agreement.

Section 4: LETTER 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, they, or the Association, may request review of the matter by the Superintendent's designees. The request for review must be made in writing to the Superintendent's designee within ten (10) workdays following either personal service or service by mail of the letter of reprimand.
- B. Within ten (10) workdays of receipt of the appeal, the Superintendent's designee will meet with the unit member and/or the Association to discuss the reprimand and will render a written decision as to whether or not the letter of reprimand is appropriate within ten (10) workdays following the meeting.
- C. If the reprimand is found to be appropriate, the reprimand and any rebuttal the unit member may wish to submit will be placed in the unit member's personnel file. The decision upholding the reprimand will be kept in the Human Resource Services Division separately from the unit member's personnel file. If the reprimand is found not to be appropriate, the reprimand and the decision will be destroyed.

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.

Article 18 – Unit Member Rights
Section 5.C

- 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 their 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: TYPING CERTIFICATE REQUIREMENTS

A unit member currently in a position which requires typing (keyboarding) may be exempt from providing a certificate for job opportunities requiring an equal or lower proficiency standard.

19. SUMMER SCHOOL EMPLOYMENT

Section 1: GENERAL

- A. Summer school employment is temporary and contingent upon funding, student enrollment, and program needs as determined by the District and may be affected by emergencies beyond the control of the District.
- B. The District agrees to employ bargaining unit members for summer school. The Human Resource Services Division will distribute summer school applications to all sites.
- C. Preparation time required for summer school employment is considered part of the unit member's duties. However, when approved by the administrator, unit members shall be compensated for overtime or extratime or provided compensatory time to complete assigned tasks.

Section 2: ELIGIBILITY

- A. To be considered an eligible applicant, the unit member must:
 - 1. Be regularly employed by the District in a monthly assignment of eleven (11) months or less; and
 - 2. Have an overall "satisfactory" rating on their most recent performance evaluation; and
 - 3. Demonstrated ability to meet the qualifications for the position to which the appointment is to be made; and
 - 4. Be available to work for the entire summer school.

Section 3: ELIGIBILITY LIST

Separate eligibility lists shall be formed for secondary and elementary summer school assignments; however, qualified applicants may be selected from either list.

- A. The Human Resource Services Division, or designee, will normally give first opportunity to qualified applicants who are regularly assigned to the site hosting the summer school.
- B. For remaining summer school assignments, eligibility lists of qualified applicants, in order of District seniority, will be used. The Human Resource Services Division, or designee, will select from among the applicants on the eligibility lists.

Section 4: SALARY AND BENEFITS

- A. Ten- (10-) month classified unit members who are employed in summer school assignments shall be paid on a prorata basis, no less than the salary and benefits that would apply to the appropriate classification during the regular school year.

Article 19 – Summer School Employment
Section 4.B

- B. Summer school unit members shall be permitted to take paid sick leave time, shall be paid for holidays occurring within the assignment, and shall earn sick leave and vacation credit for time assigned during the summer session.

Section 5: CANCELLATION

The District reserves the right to cancel summer school classes as appropriate based on enrollment or emergencies.

20. CONTRACT ADMINISTRATION

Section 1: CONTRACT ADMINISTRATION COMMITTEE

- A. Structure. The Contract Administration Committee shall be composed of representatives of the Labor Relations Division, Human Resource Services Division, Finance Division, the Association president, the Association staff representative, and up to five (5) 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 for an attempt at resolution prior to the Parties exercising other options available in this Agreement.
- D. Meeting Schedule. The Committee shall meet at least once a month, but may meet more or less frequently, as mutually determined by the Association and the District. Meeting times and locations shall be by mutual agreement.
- E. Meeting Agenda. Formal agendas shall be prepared for each meeting. Agenda items shall be submitted by the co-chairs in advance of, preferably one week prior to, the meeting. In order to facilitate effective and efficient decision-making, the Party submitting the agenda item shall also submit a brief paragraph explaining the agenda item. This paragraph will be included as an attachment to the formal agenda. The party submitting the agenda item shall be prepared to provide the Committee with pertinent facts and background regarding each agenda item. When the agenda item is first presented to the Committee, the Parties are expected to address necessary steps and a reasonable timeline to resolve the issue. Both Parties agree to make best efforts to adhere to any agreed upon timeline.

21. EDUCATION REFORM

Section 1: STATEMENT OF INTENT

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

Section 2: EDUCATION REFORM

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

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

Section 3: CONTRACT WAIVERS

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

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

Section 4: SHARED DECISION-MAKING

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

22. PROFESSIONAL DEVELOPMENT

Section 1: PROFESSIONAL DEVELOPMENT EXPENSE FUND

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

Section 2: CONSULTATION

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

Section 3: EXAMINATION/INTERVIEW FEEDBACK PROCESS

Unit members participating in the competitive recruitment process who desire feedback regarding their performance in the process shall be made aware of the availability of post examination/interview feedback provided by the Human Resource Services Division, or designee.

The District will provide periodic presentations to assist unit members with understanding the District application process.

Article 22 – Professional Development
Section 4

Section 4: SUPERVISORY TRAINING PROGRAM

Whenever the District’s Supervisory Training Program is offered, permanent unit members shall be eligible to attend at no cost.

Enrollment shall be limited to space available; however, a minimum of five (5) spaces shall be reserved for OTBS unit members. OTBS applicants will have first opportunity over non-District applicants for this training.

Unit members will participate in this Program on their own time to the extent that the courses are offered during non-work hours. In the event that the courses are offered during work hours, unit members will be allowed, with the approval of their supervisor, to use earned compensatory time or any appropriate category of available leave benefits provided in this Agreement (except Sick Leave and Personal Necessity Leave) to attend the courses.

Upon successful completion of the Program, the District will provide a certificate of completion to the unit member.

Section 5: NON-GRIEVABILITY

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

23. SUBCONTRACTING AND DONATED SERVICES

Section 1: PURPOSE AND INTENT

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

Section 2: DONATED SERVICES

The Parties recognize and support the desire of individuals, parents, business and/or community groups to contribute to the success of our schools and demonstrate their support for public education by donating their resources and volunteer services to the District. The intent of this Section is to permit the District to accept donated services providing they do not result in the layoff, reduction or replacement of bargaining unit members or positions. The District agrees not to advertise for donated services and to use such services only to enhance, supplement, and relieve the work burden of existing personnel.

Section 3: PUBLIC SERVICE PROGRAMS

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

Section 4: CONTRACTING OUT/SUBCONTRACTING

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

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

It is understood that contracting out/subcontracting of work shall not result in the layoff or reduction of bargaining unit members or positions, nor shall it diminish the rights provided to laid-off unit members under the provision of Article 16, Layoff and Reemployment.

24. CHARTER SCHOOLS

Section 1: PROCESS FOR APPROVAL OF CHARTER PETITIONS

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

- A. 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: RIGHTS OF UNIT MEMBERS SERVING AT DISTRICT-AUTHORIZED CHARTER SCHOOLS (“ON-LOAN” EMPLOYEES)

The following provisions apply only to unit members who were considered “on-loan” to charter schools as of July 1, 2017. No other unit members are included in this Section.

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 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 16, 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 16, Layoff and Reemployment.

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.

Article 24 – Charter Schools
Section 2.B.3

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 California Schools Voluntary Employee Benefits Association (VEBA).

Section 3: INDIVIDUALS DIRECTLY HIRED BY CHARTER SCHOOLS

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

25. 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: SUPERSESION 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 to 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: CONTRACT DURATION AND REOPENERS

This Agreement shall become effective on July 1, 2022, and will remain in effect until June 30, 2025.

Either Party may provide written notice on or before February 1, 2024 to reopen negotiations over two (2) identified articles in the Agreement. Any reopener negotiations pursuant to this Section will be conducted during the 2023-2024 academic school year for potential implementation of changes in the 2024-2025 fiscal year.

SAN DIEGO UNIFIED SCHOOL DISTRICT
OFFICE-TECHNICAL AND BUSINESS SERVICES
SALARY PLANS 0301, 0304, 0305

Effective July 1, 2023

MONTHLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$2,423.03	\$2,544.78	\$2,673.35	\$2,806.55	\$2,946.65	010
011	2,485.00	2,609.04	2,740.00	2,875.48	3,020.13	011
012	2,544.78	2,673.35	2,806.55	2,946.65	3,093.64	012
013	2,609.04	2,740.00	2,875.48	3,020.13	3,171.76	013
014	2,673.35	2,806.55	2,946.65	3,093.64	3,249.82	014
015	2,740.00	2,875.48	3,020.13	3,171.76	3,330.29	015
016	2,806.55	2,946.65	3,093.64	3,249.82	3,412.89	016
017	2,875.48	3,020.13	3,171.76	3,330.29	3,497.87	017
018	2,946.65	3,093.64	3,249.82	3,412.89	3,582.85	018
019	3,020.13	3,171.76	3,330.29	3,497.87	3,672.40	019
020	3,093.64	3,249.82	3,412.89	3,582.85	3,762.03	020
021	3,171.76	3,330.29	3,497.87	3,672.40	3,856.16	021
022	3,249.82	3,412.89	3,582.85	3,762.03	3,950.35	022
023	3,330.29	3,497.87	3,672.40	3,856.16	4,049.03	023
024	3,412.89	3,582.85	3,762.03	3,950.35	4,147.80	024
025	3,497.87	3,672.40	3,856.16	4,049.03	4,251.25	025
026	3,582.85	3,762.03	3,950.35	4,147.80	4,354.54	026
027	3,672.40	3,856.16	4,049.03	4,251.25	4,464.84	027
028	3,762.03	3,950.35	4,147.80	4,354.54	4,572.76	028
029	3,856.16	4,049.03	4,251.25	4,464.84	4,687.59	029
030	3,950.35	4,147.80	4,354.54	4,572.76	4,802.39	030
031	4,049.03	4,251.25	4,464.84	4,687.59	4,921.82	031
032	4,147.80	4,354.54	4,572.76	4,802.39	5,041.25	032
033	4,251.25	4,464.84	4,687.59	4,921.82	5,167.61	033
034	4,354.54	4,572.76	4,802.39	5,041.25	5,293.94	034
035	4,464.84	4,687.59	4,921.82	5,167.61	5,427.08	035
036	4,572.76	4,802.39	5,041.25	5,293.94	5,558.06	036
037	4,687.59	4,921.82	5,167.61	5,427.08	5,698.16	037
038	4,802.39	5,041.25	5,293.94	5,558.06	5,838.18	038
039	4,921.82	5,167.61	5,427.08	5,698.16	5,982.90	039
040	5,041.25	5,293.94	5,558.06	5,838.18	6,129.89	040
041	5,167.61	5,427.08	5,698.16	5,982.90	6,281.49	041

**OFFICE-TECHNICAL AND BUSINESS SERVICES
SALARY PLANS 0301, 0304, 0305
MONTHLY SALARY RATES
(Continued)**

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
042	\$5,293.94	\$5,558.06	\$5,838.18	\$6,129.89	\$6,435.33	042
043	5,427.08	5,698.16	5,982.90	6,281.49	6,596.11	043
044	5,558.06	5,838.18	6,129.89	6,435.33	6,756.87	044
045	5,698.16	5,982.90	6,281.49	6,596.11	6,924.56	045
046	5,838.18	6,129.89	6,435.33	6,756.87	7,094.51	046
047	5,982.90	6,281.49	6,596.11	6,924.56	7,271.40	047
048	6,129.89	6,435.33	6,756.87	7,094.51	7,448.23	048
049	6,281.49	6,596.11	6,924.56	7,271.40	7,634.24	049
050	6,435.33	6,756.87	7,094.51	7,448.23	7,820.31	050
051	6,596.11	6,924.56	7,271.40	7,634.24	8,015.53	051
052	6,756.87	7,094.51	7,448.23	7,820.31	8,210.73	052
053	6,924.56	7,271.40	7,634.24	8,015.53	8,417.39	053
054	7,094.51	7,448.23	7,820.31	8,210.73	8,621.87	054
055	7,271.40	7,634.24	8,015.53	8,417.39	8,837.70	055
056	7,448.23	7,820.31	8,210.73	8,621.87	9,053.56	056
057	7,634.24	8,015.53	8,417.39	8,837.70	9,278.68	057
058	7,820.31	8,210.73	8,621.87	9,053.56	9,503.76	058
059	8,015.53	8,417.39	8,837.70	9,278.68	9,742.62	059
060	8,210.73	8,621.87	9,053.56	9,503.76	9,979.20	060
061	8,417.39	8,837.70	9,278.68	9,742.62	10,229.51	061
062	8,621.87	9,053.56	9,503.76	9,979.20	10,479.84	062
063	8,837.70	9,278.68	9,742.62	10,229.51	10,741.69	063
064	9,053.56	9,503.76	9,979.20	10,479.84	11,003.53	064
065	9,278.68	9,742.62	10,229.51	10,741.69	11,279.13	065
066	9,503.76	9,979.20	10,479.84	11,003.53	11,554.66	066
067	9,742.62	10,229.51	10,741.69	11,279.13	11,844.08	067
068	9,979.20	10,479.84	11,003.53	11,554.66	12,131.16	068
069	10,229.51	10,741.69	11,279.13	11,844.08	12,434.30	069
070	10,479.84	11,003.53	11,554.66	12,131.16	12,737.47	070

Includes 5% increase effective 7.1.23

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OFFICE-TECHNICAL AND BUSINESS SERVICES
SALARY PLAN 0302**

Effective July 1, 2023

MONTHLY SALARY RATES 11-MONTH/12 PAY 239 DAYS

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$2,227.48	\$2,339.01	\$2,456.92	\$2,579.61	\$2,708.67	010
011	2,284.84	2,397.97	2,519.06	2,643.34	2,775.59	011
012	2,339.01	2,456.92	2,579.61	2,708.67	2,844.10	012
013	2,397.97	2,519.06	2,643.34	2,775.59	2,915.80	013
014	2,456.92	2,579.61	2,708.67	2,844.10	2,987.50	014
015	2,519.06	2,643.34	2,775.59	2,915.80	3,060.79	015
016	2,579.61	2,708.67	2,844.10	2,987.50	3,137.27	016
017	2,643.34	2,775.59	2,915.80	3,060.79	3,215.35	017
018	2,708.67	2,844.10	2,987.50	3,137.27	3,293.42	018
019	2,775.59	2,915.80	3,060.79	3,215.35	3,376.27	019
020	2,844.10	2,987.50	3,137.27	3,293.42	3,457.53	020
021	2,915.80	3,060.79	3,215.35	3,376.27	3,545.17	021
022	2,987.50	3,137.27	3,293.42	3,457.53	3,631.21	022
023	3,060.79	3,215.35	3,376.27	3,545.17	3,722.03	023
024	3,137.27	3,293.42	3,457.53	3,631.21	3,812.85	024
025	3,215.35	3,376.27	3,545.17	3,722.03	3,908.45	025
026	3,293.42	3,457.53	3,631.21	3,812.85	4,002.45	026
027	3,376.27	3,545.17	3,722.03	3,908.45	4,104.43	027
028	3,457.53	3,631.21	3,812.85	4,002.45	4,203.21	028
029	3,545.17	3,722.03	3,908.45	4,104.43	4,308.37	029
030	3,631.21	3,812.85	4,002.45	4,203.21	4,415.13	030
031	3,722.03	3,908.45	4,104.43	4,308.37	4,525.07	031
032	3,812.85	4,002.45	4,203.21	4,415.13	4,633.41	032
033	3,908.45	4,104.43	4,308.37	4,525.07	4,749.73	033
034	4,002.45	4,203.21	4,415.13	4,633.41	4,866.04	034
035	4,104.43	4,308.37	4,525.07	4,749.73	4,988.73	035
036	4,203.21	4,415.13	4,633.41	4,866.04	5,109.82	036
037	4,308.37	4,525.07	4,749.73	4,988.73	5,237.29	037
038	4,415.13	4,633.41	4,866.04	5,109.82	5,366.35	038
039	4,525.07	4,749.73	4,988.73	5,237.29	5,500.19	039
040	4,633.41	4,866.04	5,109.82	5,366.35	5,635.62	040
041	4,749.73	4,988.73	5,237.29	5,500.19	5,774.24	041

**OFFICE-TECHNICAL AND BUSINESS SERVICES
SALARY PLAN 0302
MONTHLY SALARY RATES 11-MONTH/12 PAY 239 DAYS
(Continued)**

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
042	\$4,866.04	\$5,109.82	\$5,366.35	\$5,635.62	\$5,916.05	042
043	4,988.73	5,237.29	5,500.19	5,774.24	6,064.23	043
044	5,109.82	5,366.35	5,635.62	5,916.05	6,210.81	044
045	5,237.29	5,500.19	5,774.24	6,064.23	6,365.37	045
046	5,366.35	5,635.62	5,916.05	6,210.81	6,521.51	046
047	5,500.19	5,774.24	6,064.23	6,365.37	6,684.03	047
048	5,635.62	5,916.05	6,210.81	6,521.51	6,846.55	048
049	5,774.24	6,064.23	6,365.37	6,684.03	7,017.04	049
050	5,916.05	6,210.81	6,521.51	6,846.55	7,189.12	050
051	6,064.23	6,365.37	6,684.03	7,017.04	7,367.57	051
052	6,210.81	6,521.51	6,846.55	7,189.12	7,547.62	052
053	6,365.37	6,684.03	7,017.04	7,367.57	7,737.23	053
054	6,521.51	6,846.55	7,189.12	7,547.62	7,925.24	054
055	6,684.03	7,017.04	7,367.57	7,737.23	8,124.41	055
056	6,846.55	7,189.12	7,547.62	7,925.24	8,321.98	056
057	7,017.04	7,367.57	7,737.23	8,124.41	8,529.11	057
058	7,189.12	7,547.62	7,925.24	8,321.98	8,736.25	058
059	7,367.57	7,737.23	8,124.41	8,529.11	8,956.13	059
060	7,547.62	7,925.24	8,321.98	8,736.25	9,172.82	060
061	7,737.23	8,124.41	8,529.11	8,956.13	9,403.85	061
062	7,925.24	8,321.98	8,736.25	9,172.82	9,633.29	062
063	8,124.41	8,529.11	8,956.13	9,403.85	9,873.89	063
064	8,321.98	8,736.25	9,172.82	9,633.29	10,114.48	064
065	8,529.11	8,956.13	9,403.85	9,873.89	10,367.82	065
066	8,736.25	9,172.82	9,633.29	10,114.48	10,621.16	066
067	8,956.13	9,403.85	9,873.89	10,367.82	10,887.25	067
068	9,172.82	9,633.29	10,114.48	10,621.16	11,151.74	068
069	9,403.85	9,873.89	10,367.82	10,887.25	11,430.57	069
070	9,633.29	10,114.48	10,621.16	11,151.74	11,709.41	070

Includes 5% increase effective 7.1.23

SAN DIEGO UNIFIED SCHOOL DISTRICT

**OFFICE-TECHNICAL AND BUSINESS SERVICES
SALARY PLAN 0303**

Effective July 1, 2023

MONTHLY SALARY RATES 10-MONTH/12-PAY 217 DAYS

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$2,022.44	\$2,123.71	\$2,230.76	\$2,342.15	\$2,459.33	010
011	2,074.52	2,177.23	2,287.18	2,400.02	2,520.09	011
012	2,123.71	2,230.76	2,342.15	2,459.33	2,582.30	012
013	2,177.23	2,287.18	2,400.02	2,520.09	2,647.40	013
014	2,230.76	2,342.15	2,459.33	2,582.30	2,712.50	014
015	2,287.18	2,400.02	2,520.09	2,647.40	2,779.05	015
016	2,342.15	2,459.33	2,582.30	2,712.50	2,848.49	016
017	2,400.02	2,520.09	2,647.40	2,779.05	2,919.37	017
018	2,459.33	2,582.30	2,712.50	2,848.49	2,990.26	018
019	2,520.09	2,647.40	2,779.05	2,919.37	3,065.49	019
020	2,582.30	2,712.50	2,848.49	2,990.26	3,139.27	020
021	2,647.40	2,779.05	2,919.37	3,065.49	3,218.83	021
022	2,712.50	2,848.49	2,990.26	3,139.27	3,296.95	022
023	2,779.05	2,919.37	3,065.49	3,218.83	3,379.41	023
024	2,848.49	2,990.26	3,139.27	3,296.95	3,461.87	024
025	2,919.37	3,065.49	3,218.83	3,379.41	3,548.67	025
026	2,990.26	3,139.27	3,296.95	3,461.87	3,634.03	026
027	3,065.49	3,218.83	3,379.41	3,548.67	3,726.61	027
028	3,139.27	3,296.95	3,461.87	3,634.03	3,816.31	028
029	3,218.83	3,379.41	3,548.67	3,726.61	3,911.79	029
030	3,296.95	3,461.87	3,634.03	3,816.31	4,008.71	030
031	3,379.41	3,548.67	3,726.61	3,911.79	4,108.53	031
032	3,461.87	3,634.03	3,816.31	4,008.71	4,206.91	032
033	3,548.67	3,726.61	3,911.79	4,108.53	4,312.51	033
034	3,634.03	3,816.31	4,008.71	4,206.91	4,418.12	034
035	3,726.61	3,911.79	4,108.53	4,312.51	4,529.51	035
036	3,816.31	4,008.71	4,206.91	4,418.12	4,639.46	036
037	3,911.79	4,108.53	4,312.51	4,529.51	4,755.19	037
038	4,008.71	4,206.91	4,418.12	4,639.46	4,872.37	038
039	4,108.53	4,312.51	4,529.51	4,755.19	4,993.89	039
040	4,206.91	4,418.12	4,639.46	4,872.37	5,116.86	040
041	4,312.51	4,529.51	4,755.19	4,993.89	5,242.72	041

**OFFICE-TECHNICAL AND BUSINESS SERVICES
SALARY PLAN 0303
MONTHLY SALARY RATES 10-MONTH/12-PAY 217 DAYS
(Continued)**

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
042	\$4,418.12	\$4,639.46	\$4,872.37	\$5,116.86	\$5,371.47	042
043	4,529.51	4,755.19	4,993.89	5,242.72	5,506.01	043
044	4,639.46	4,872.37	5,116.86	5,371.47	5,639.11	044
045	4,755.19	4,993.89	5,242.72	5,506.01	5,779.43	045
046	4,872.37	5,116.86	5,371.47	5,639.11	5,921.21	046
047	4,993.89	5,242.72	5,506.01	5,779.43	6,068.77	047
048	5,116.86	5,371.47	5,639.11	5,921.21	6,216.33	048
049	5,242.72	5,506.01	5,779.43	6,068.77	6,371.12	049
050	5,371.47	5,639.11	5,921.21	6,216.33	6,527.36	050
051	5,506.01	5,779.43	6,068.77	6,371.12	6,689.39	051
052	5,639.11	5,921.21	6,216.33	6,527.36	6,852.86	052
053	5,779.43	6,068.77	6,371.12	6,689.39	7,025.01	053
054	5,921.21	6,216.33	6,527.36	6,852.86	7,195.72	054
055	6,068.77	6,371.12	6,689.39	7,025.01	7,376.55	055
056	6,216.33	6,527.36	6,852.86	7,195.72	7,555.94	056
057	6,371.12	6,689.39	7,025.01	7,376.55	7,744.01	057
058	6,527.36	6,852.86	7,195.72	7,555.94	7,932.07	058
059	6,689.39	7,025.01	7,376.55	7,744.01	8,131.71	059
060	6,852.86	7,195.72	7,555.94	7,932.07	8,328.46	060
061	7,025.01	7,376.55	7,744.01	8,131.71	8,538.23	061
062	7,195.72	7,555.94	7,932.07	8,328.46	8,746.55	062
063	7,376.55	7,744.01	8,131.71	8,538.23	8,964.99	063
064	7,555.94	7,932.07	8,328.46	8,746.55	9,183.44	064
065	7,744.01	8,131.71	8,538.23	8,964.99	9,413.46	065
066	7,932.07	8,328.46	8,746.55	9,183.44	9,643.48	066
067	8,131.71	8,538.23	8,964.99	9,413.46	9,885.07	067
068	8,328.46	8,746.55	9,183.44	9,643.48	10,125.22	068
069	8,538.23	8,964.99	9,413.46	9,885.07	10,378.39	069
070	8,746.55	9,183.44	9,643.48	10,125.22	10,631.55	070

Includes 5% increase effective 7.1.23

SAN DIEGO UNIFIED SCHOOL DISTRICT
OFFICE-TECHNICAL AND BUSINESS SERVICES

Effective July 1, 2023

HOURLY SALARY RATES

Salary Grade	STEPS					Salary Grade
	01	02	03	04	05	
010	\$13.98	\$14.68	\$15.42	\$16.19	\$17.00	010
011	14.34	15.05	15.81	16.59	17.42	011
012	14.68	15.42	16.19	17.00	17.85	012
013	15.05	15.81	16.59	17.42	18.30	013
014	15.42	16.19	17.00	17.85	18.75	014
015	15.81	16.59	17.42	18.30	19.21	015
016	16.19	17.00	17.85	18.75	19.69	016
017	16.59	17.42	18.30	19.21	20.18	017
018	17.00	17.85	18.75	19.69	20.67	018
019	17.42	18.30	19.21	20.18	21.19	019
020	17.85	18.75	19.69	20.67	21.70	020
021	18.30	19.21	20.18	21.19	22.25	021
022	18.75	19.69	20.67	21.70	22.79	022
023	19.21	20.18	21.19	22.25	23.36	023
024	19.69	20.67	21.70	22.79	23.93	024
025	20.18	21.19	22.25	23.36	24.53	025
026	20.67	21.70	22.79	23.93	25.12	026
027	21.19	22.25	23.36	24.53	25.76	027
028	21.70	22.79	23.93	25.12	26.38	028
029	22.25	23.36	24.53	25.76	27.04	029
030	22.79	23.93	25.12	26.38	27.71	030
031	23.36	24.53	25.76	27.04	28.40	031
032	23.93	25.12	26.38	27.71	29.08	032
033	24.53	25.76	27.04	28.40	29.81	033
034	25.12	26.38	27.71	29.08	30.54	034
035	25.76	27.04	28.40	29.81	31.31	035
036	26.38	27.71	29.08	30.54	32.07	036
037	27.04	28.40	29.81	31.31	32.87	037
038	27.71	29.08	30.54	32.07	33.68	038
039	28.40	29.81	31.31	32.87	34.52	039
040	29.08	30.54	32.07	33.68	35.37	040
041	29.81	31.31	32.87	34.52	36.24	041

**OFFICE-TECHNICAL AND BUSINESS SERVICES
HOURLY SALARY RATES**

(Continued)

Salary Grade	01	02	STEPS 03	04	05	Salary Grade
042	\$30.54	\$32.07	\$33.68	\$35.37	\$37.13	042
043	31.31	32.87	34.52	36.24	38.06	043
044	32.07	33.68	35.37	37.13	38.98	044
045	32.87	34.52	36.24	38.06	39.95	045
046	33.68	35.37	37.13	38.98	40.93	046
047	34.52	36.24	38.06	39.95	41.95	047
048	35.37	37.13	38.98	40.93	42.97	048
049	36.24	38.06	39.95	41.95	44.04	049
050	37.13	38.98	40.93	42.97	45.12	050
051	38.06	39.95	41.95	44.04	46.24	051
052	38.98	40.93	42.97	45.12	47.37	052
053	39.95	41.95	44.04	46.24	48.56	053
054	40.93	42.97	45.12	47.37	49.74	054
055	41.95	44.04	46.24	48.56	50.99	055
056	42.97	45.12	47.37	49.74	52.23	056
057	44.04	46.24	48.56	50.99	53.53	057
058	45.12	47.37	49.74	52.23	54.83	058
059	46.24	48.56	50.99	53.53	56.21	059
060	47.37	49.74	52.23	54.83	57.57	060
061	48.56	50.99	53.53	56.21	59.02	061
062	49.74	52.23	54.83	57.57	60.46	062
063	50.99	53.53	56.21	59.02	61.97	063
064	52.23	54.83	57.57	60.46	63.48	064
065	53.53	56.21	59.02	61.97	65.07	065
066	54.83	57.57	60.46	63.48	66.66	066
067	56.21	59.02	61.97	65.07	68.33	067
068	57.57	60.46	63.48	66.66	69.99	068
069	59.02	61.97	65.07	68.33	71.74	069
070	60.46	63.48	66.66	69.99	73.49	070

Includes 5% increase effective 7.1.23

OFFICE-TECHNICAL AND BUSINESS SERVICES
PLACEMENT OF CLASSES ON SALARY GRADES (alpha)
(Includes all changes adopted by the Board of Education through June 27, 2023)

Salary Grade	Title	Salary Grade	Title
046	Accountant I	026	Clerk Bookkeeper
030	Accounting Clerk	017	Clerk Typist I
030	Accounting Clerk (Schools)	024	Clerk Typist II
039	Accounting Technician	028	Clerk Typist III
040	Accounts Payable Specialist	062	** Clinical Psychologist
042	Administrative Aide	054	Community Arts Program Assistant
042	Administrative Aide, Indian Education	054	Community Relations Programs Assistant
046	Administrative Assistant I	054	Community Schools – Site Program Coordinator
054	Administrative Assistant II	034	Computer Support Technician
046	Administrative Claims Assistant	039	Construction Contracts Assistant
040	Administrative Secretary	042	Construction Contracts Support Specialist
047	Applications Training Specialist	056	Construction Manager
042	Architectural Administrative Aide	054	Construction Site Document Control Specialist
054	Architectural Administrative Assistant	048	Contract Compliance Coordinator
047	Architectural Drafting Technician	058	Contract Specialist
032	Art Assistant	040	Credential Specialist
033	Artist Illustrator I	060	Data Base Analyst
040	Artist Illustrator II	062	Data Communications Analyst
031	Assistant Data Processing Operator	054	Data Communications Specialist
040	Assistant Systems Analyst/Programmer	042	Data Communications Technician I
050	Associate Budget Analyst	048	Data Communications Technician II
050	Associate Legislative Financial Accountant	026	Data Entry Operator
054	Associate Systems Analyst/Programmer	019	Data Processing Aide
032	Attendance Specialist	022	Data Processing Clerk I
026	Braille Specialist I	030	Data Processing Clerk II
038	Braille Specialist II	037	Data Processing Operator
056	Budget Analyst	059	Demographer
062	Budget Analyst - Systems Applications	027	Demographics Clerk
028	Budget Data Clerk	044	Dental Health Specialist
032	Budget Records Clerk	013	Department Aide
036	Budget Records Technician	034	Digital Printing Technician
044	Budget Specialist	046	Distance Learning and Digital Media Specialist
037	Budget Technician	046	District Support Specialist
064	Building Systems Project Coordinator	035	Dropout Prevention Program Mentor
056	Building Systems Project Manager	012	Duplicating Aide
048	Buyer	048	Editor
036	Buyer Assistant	042	Editorial Assistant
028	Cataloging Clerk	056	Educational Research Specialist
035	Cataloging Clerk II	062	Electrical Project Manager
042	Certificated Salary and Audit Specialist	037	Elementary School Assistant
042	Certificated Salary Specialist	028	Employee Benefits Clerk
028	Children's Center Clerk	042	Employee Benefits Specialist
036	Civil Engineering Drafting Technician I	038	Employee Benefits Technician
049	Civil Engineering Drafting Technician II	039	Employer Outreach Specialist
056	Civil Engineering Project Manager		
062	Civil/Environmental Engineering Coordinator		

* Exempt job classes eligible for straight time overtime compensation.

** Exempt job classes not eligible for overtime compensation.

OFFICE-TECHNICAL AND BUSINESS SERVICES

(Continued)

Salary Grade	Title	Salary Grade	Title
040	Enrollment Specialist	062	Human Resource Services Coordinator
050	Equipment Services Specialist	032	Human Resources Data Clerk
039	Evaluation Administrative Aide	040	Human Resources Specialist
046	Evaluation Administrative Assistant	034	Impact Aid Survey Technician
054	Evaluation Analyst	030	Information Clerk
058	Executive Assistant	066	Information Systems Architect – Cyber Security
036	Expediter		
040	External Funding Budget Assistant	040	Information Technology Associate Operations Computer Systems Specialist
048	Facilities Communication Liaison		
064	Facilities Development Business Outreach Coordinator	038	Information Technology Associate Production Specialist
064	Facilities Development Project Coordinator	044	Information Technology Liaison
051	Facilities Development Project Manager I	042	Information Technology Operations Computer Systems Specialist
056	Facilities Development Project Manager II		
062	Facilities Management Information System Coordinator	034	Information Services Bureau Service Representative
		040	Information Technology Production Specialist
060	Facilities Planner	050	Instructional Designer/Content Developer
062	Facilities Systems Project Engineer	030	Instructional Materials Clerk
042	Family Services Assistant	049	Instructional Materials Developer
019	Film Inspector	036	Instructional Materials Services Clerk
056	Financial Accountant	046	Instructional Materials Technician
062	Financial Planning and Development Analyst	042	Integrated Classroom Technology Support Technician
058	Financial Systems Analyst/Accountant		
024	Fingerprinting Clerk	040	Integrated Technology Support Specialist I
028	Fiscal Clerk	044	Integrated Technology Support Specialist II
034	Fiscal Control Clerk	048	Integrated Technology Support Specialist III
039	Fiscal Control Technician	024	Job Referral Clerk
028	Fleet Maintenance Clerk	047	Landscape Drafting Technician
046	Fleet Maintenance Coordinator	044	Lead Braille Specialist
038	Fleet Maintenance Program Assistant	062	Lead Construction Manager
034	Food Services Accounting Clerk	042	Lead Employee Benefits Technician
056	Food Services Business Coordinator	025	Lead Film Inspector
032	Food Services Computer Technician	066	Lead Financial Planning and Development Analyst
048	Food Services Field Support Specialist		
048	Food Services Food Management Specialist	062	** Lead Licensed Mental Health Clinician
054	Food Services Information Systems Analyst	026	Lead Mail Services Clerk
034	Food Services Information Systems Technician	044	Lead Pupil Accounting Specialist
		046	Lead Provisioning Specialist
052	Food Services Labor Specialist	042	Lead Translator-Interpreter
052	Food Services Marketing Coordinator	046	Legislative Assistant
048	Food Services Program Specialist	054	Legislative Financial Accountant
048	Food Services Quality Control Specialist	058	** Licensed Mental Health Clinician
048	Food Services Training Specialist	054	Light Duty Coordinator
037	Health Services Case Worker I	048	Licensed SANDAPP Therapist
039	Health Services Case Worker II	020	Mail Services Clerk
039	Health Services Outreach Assistant	054	Maintenance and Operations Information Systems Analyst
042	Help Desk Lead		
032	High School Registrar		

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OFFICE-TECHNICAL AND BUSINESS SERVICES

(Continued)

Salary Grade	Title	Salary Grade	Title
036	Maintenance and Operations Program Assistant	040	Pupil Accounting Specialist II
046	Maintenance Information Systems Analyst	054	Pupil Advocate
046	Materiel Control Analyst	039	Real Estate Services Assistant
055	Material Coordinator	058	Real Estate Specialist
030	Materiel Data Coordinator	056	Research Systems Analyst
062	Mechanical Project Manager	039	Resource Secretary
039	Media Editing and Support Technician	046	Risk Management Assistant
037	Media Production Specialist	032	Risk Management Clerk
034	Media Technician	054	Risk Management Specialist
042	Mental Health Administrative Aide	038	Risk Management Technician
044	Mental Health Case Worker	037	ROTC Assistant
053	Menu Systems Development Dietitian	046	Safe Schools Program Analyst
052	Microcomputer Programmer	052	Safety Compliance Technician
030	Middle Level Financial Clerk	057	Safety Coordinator
040	Minority Business Procurement Assistant	044	SANDAPP Therapist
054	Multimedia Specialist	020	School Clerical Assistant
050	Multimedia Systems Specialist	026	School Clerk I
036	Network System Technician	030	School Clerk II
038	Network Systems and Media Support Technician	031	School General Secretary I
049 *	Occupational Therapy Assistant	034	School General Secretary II
061 *	Occupational Therapy Specialist	037	School General Secretary III
058	Operations Auditor	028	School Library Technician I
054	Outreach Program Coordinator	032	School Library Technician II
054	Partnerships Program Assistant	039	School to Career Case Manager
030	Payroll/Benefits Clerk	032	School Police Clerk
056	Payroll Operations Analyst	029	Secretary I
042	Payroll Specialist	033	Secretary II
060	Performance Improvement Specialist	037	Secretary III
058	Personnel Analyst	032	Senior Accounting Clerk
028	Personnel Clerk I	043	Senior Artist Illustrator
036	Personnel Testing Specialist	062	Senior Building Systems Project Manager
031	Personnel Testing Technician	052	Senior Buyer
028	Personnel/Payroll Clerk	032	Senior Clerk
044	Photographer-Videographer	060	Senior Contract Specialist
049 *	Physical Therapy Assistant	034	Senior Data Processing Clerk
063 *	Physical Therapy Specialist	062	Senior Facilities Development Project Manager
048	Planner Assistant	062	Senior Financial Accountant
054	Planning Analyst	035	Senior High Financial Clerk
058	Program Development Specialist	038	Senior Information Services Bureau Service Representative
056	Property Management Specialist	063 *	Senior Occupational Therapy Specialist
042	Provisioning Specialist	039	Senior Offset Press Operator
040	PSA Specialist	065 *	Senior Physical Therapy Specialist
028	Publication Production Assistant	062	Senior Specification Writer
029	Publications Assistant	062	Senior Systems Analyst
030	Pupil Accounting Clerk	062	Senior Systems Analyst, DWA
038	Pupil Accounting Specialist I	061	Senior Systems Analyst/Programmer

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OFFICE-TECHNICAL AND BUSINESS SERVICES

(Continued)

Salary Grade	Title	Salary Grade	Title
040	Small Business Outreach Liaison	056	Systems Analyst
050	Software Systems Analyst I	047	Systems Analyst/Programmer
060	Software Systems Analyst II	046	Telecommunication Systems Specialist
062	Software Systems Analyst III	061	Telecommunications Coordinator
040	Special Education Budget Assistant	020	Telephone Operator
058	Special Education Legal Assistant	036	Testing Clerk
046	Special Education Ombudsperson	040	Theater and Media Specialist
028	Special Program Library Clerk	038	Translator-Interpreter
056	Specification Writer	036	Transportation Accounting Clerk
042	Speech/Language Pathology Assistant	028	Transportation Information Clerk
039	Staff Development Trainer	032	Transportation Scheduling Assistant
044	Staff Training Programs Specialist	058	Transportation Systems Analyst
042	Standing Committee Coordinator	054	Webmaster
025	Steno Clerk	038	Work Permit Technician
032	Stock Analysis Clerk	028	Work Processing Clerk
050	Student Assessment Systems Specialist	056	Workers' Compensation/Light Duty Coordinator
028	Student Information System Site Technician I		
032	Student Information System Site Technician II		

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