

SUMMARY OF TENTATIVE AGREEMENTS REACHED

Between San Diego Unified School District (District) and the California Schools Employee Association (CSEA) San Diego Chapter 724 for the Operations-Support Services (OSS) Bargaining Unit 2022 Successor Collective Bargaining Agreement

The District and California School Employees Association and its San Diego OSS Chapter 724 reached tentative agreements for a three year CBA effective July 1, 2022 through June 30, 2025, including the following Articles (see attached):

1. Article 7 (Wages)
2. Article 8 (Hours of Employment)
3. Article 9 (Health and Welfare Benefits)
4. Article 10 (Safety Conditions of Employment)
5. Article 12 (Leave Policies)
6. Article 13 (Performance Evaluation Procedure)
7. Article 14 (Grievance Procedure)
8. Article 22 (Vision 2030)
9. Article 23 (Effect of Agreement)
10. Term Agreement for July 1, 2021 - June 30, 2023
11. Memorandum of Understanding Regarding an Anniversary Stipend for 2020-2021 and 2021-2022

The Parties reached a complete agreement regarding a Successor Bargaining Agreement effective July 1, 2022 through June 30, 2025. All other articles and appendices not listed here shall remain as reflected in the Term Agreement dated July 1, 2021 through June 30, 2022.

**Tentative Agreement
Between San Diego Unified School District and the
California School Employees Association
San Diego Chapter 724 for the
Operations-Support Services Bargaining Unit
2022-2025 Successor Collective Bargaining Agreement**

June 12, 2023

WHEREAS, Employer-Employee relations for the San Diego Unified School District (District) are governed by the California Government Code section 3540 through 3549.3, known as the Educational Employment Relations Act; and

WHEREAS, the California School Employees Association San Diego Chapter 724 (CSEA) is the exclusive bargaining agent and representative of the Operations Support Services (OSS) Bargaining Unit; and

WHEREAS, the District and CSEA/OSS entered into a Collective Bargaining Agreement (CBA) dated July 1, 2017 through June 30, 2020 and a term agreements for 2020-2021 and 2021-2022; and

WHEREAS, the Parties met and negotiated in good faith in an effort to reach agreement on a new CBA; and


NOW THEREFORE, the District and CSEA/OSS reached tentative agreements for a three- year CBA effective July 1, 2022 through June 30, 2025, including the following Articles (see attached):

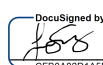
1. Article 7: Wages
2. Article 8: Hours of Employment
3. Article 9: Health and Welfare Benefits
4. Article 10: Safety Conditions of Employment
5. Article 12: Leave Policies
6. Article 13: Performance Evaluation Procedure
7. Article 14: Grievance Procedure
8. Article 22: Vision 2030
9. Article 23: Effect of Agreement

This is the complete agreement between the Parties regarding a Successor Bargaining Agreement effective July 1, 2022 through June 30, 2025. All other articles not listed here shall remain as reflected in the Term Agreement dated July 1, 2021 through June 30, 2022.

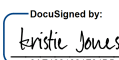
This Agreement is subject to ratification by the CSEA/OSS and subject to final adoption by the San Diego Unified School District Board of Education.


FOR CSEA-OSS:

DocuSigned by:  June 14, 2023
ED1A8659FFB247A
Gabriel Huezo
OSS Chapter 724, President

DocuSigned by:  June 14, 2023
CFB0A92D1A5B475
Jose Sanchez
Labor Relations Representative

FOR THE DISTRICT:

DocuSigned by:  June 14, 2023
9A64281881F04D5
Kristie Jones
Director, Labor Relations

DocuSigned by:  June 14, 2023
B2A527C55FEB9405
Melissa Lucio
Director, Human Resources

Tentative Agreement
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #724
on behalf of the
Operational Support Services Bargaining Unit (“OSS”)

June 12, 2023

ARTICLE 7 - WAGES

Section 1: SALARY RATES:

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

1. Effective July 1, 2022, all salary schedules and corresponding rates of pay shall be increased by ~~6.56%~~ 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.

The District intends to issue a separate pay warrant for any retroactive salary increases earned on or after the effective dates listed above.

Section 2: EQUITY CLAUSE

- A. If any other bargaining unit or employee group within the District receives an increase in salary or receives another form of compensation using resources not previously allocated to that unit or group in settlement of negotiations, the bargaining unit shall be entitled to a commensurate prorata amount of compensation. In such an event, the Association and the District shall enter into negotiations to determine the manner in which to compensate the bargaining unit. Should any other bargaining unit or employee group within the District agree to or receive any wage formula which results in increased compensation, the bargaining unit shall be entitled to the same provision(s).

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- B. In the event that the District receives additional new State funds, which are non-categorical, nonrestrictive, not based on ADA growth, not from proceeds of the lottery, and do not represent reimbursement of expenditures made by the District, the Association shall have the right to meet and determine the allocation of these funds to the various budget categories, including unit member salaries.
- C. In the event that San Diego Unified School District through its budget process identifies any additional funds; Average Daily Attendance (ADA) growth, unidentified revenue, revenue, categorical, non-categorical, restrictive, nonrestrictive funds, reserves, Revenue Limit Equalization Aid/or Revenue Limit Deficit Reduction, Revenue Limit –funded Cost of Living Adjustment (COLA), the Association and the District shall enter into negotiations to determine the manner in which to compensate the bargaining unit.
- D. Provisions B and C of this section are only subject to an obligation to bargain under Educational Employment Relations Act. The Parties acknowledge the District intends to negotiate changes to this section in the successor agreement.

Section 3: UNIFORMS

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

Section 4: ~~MILEAGE AND MEAL~~ REIMBURSEMENTS AND ALLOWANCES

- A. Mileage and Meal. Approved mileage reimbursement for bargaining unit members will be the current applicable Internal Revenue Service rate.

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

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

The District will continue to purchase specialized/diagnostic/pneumatic tools as needed to maintain the District's fleet. Those tools will be the property of the District. The District will ~~continue to pay~~ the cost of replacing or repairing a bus mechanic's tools lost or damaged in the line of duty without fault of the unit member.

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- C. Personal Property Lost/Damaged. In accordance with District Procedures, the District will pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member, or vehicles, when such items are damaged in the line of duty as a result of malicious acts and without fault of the unit member.
- D. Clothing and Footwear Allowance. Bargaining unit members shall receive an annual footwear/clothing allowance of one hundred and fifty dollars (\$150) payable on the first pay period of the school year. This amount is to be applied towards purchases of footwear and clothing appropriate to the unit member's job classification duties and work environment. Unit members provided safety clothing/apparel by the District under Article 10 are not entitled to any additional footwear and clothing/apparel purchases under this section.

~~Section 5: REIMBURSEMENT FOR PERSONAL PROPERTY LOST/DAMAGED~~

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

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

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

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

Section 6 5: RETROACTIVE COMPENSATION

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

Section 7 6: OVERTIME COMPENSATION

- A. Unit members will be compensated for overtime work in accordance with the following provisions:
1. Unit members in assignments of eight (8) hours per day/five (5) days per week will be compensated for all time worked in excess of eight (8) hours on a regular workday or in excess of forty (40) hours in one week.
 2. Unit members in assignments of at least four (4) hours per day/five (5) days per week but less than eight (8) hours per day/five (5) days per week will be compensated for all time worked on

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the sixth (6th) and seventh (7th) day of the workweek. This rule does not apply to unit members in exempt job classes.

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

B. General Provisions

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

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

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

- E. Method of Compensation. Compensation for overtime will include any special pay additive and may be in the form of payment or compensatory time off of equivalent value to such payment.

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Compensatory time off records should be maintained in the appropriate department/site office and such time off shall be permitted within a reasonable time following the day on which overtime is worked; otherwise, the unit member shall be paid by warrant. To the extent possible, ordinary overtime work and method of compensation (either overtime pay or compensatory time off) shall be by mutual agreement between the unit member and the supervisor.

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

Section 8 7: SPECIAL PAY ADDITIVES

- A. Shift Differential - A unit member assigned to work a regular, continuing schedule of four (4) hours per day or more in which four (4) hours or more of such regular shift are worked before 8 a.m. or after 6 p.m. is entitled to shift differential pay. Such differential will amount to five percent (5%) above the unit member's regular salary. Relief Custodians are not eligible for this differential.
- B. Hazard Pay Differential - A unit member will receive a hazard pay differential for assignment to a position designated by the Board of Education as a hazard pay position. A hazard pay position is one which: (1) continuously exposes the unit member to a specific and significant hazard, (2) is clearly dangerous to the health or well-being of any unit member so assigned, and (3) the hazard is atypical of the basic occupation or job class. Such differential will amount to five percent (5%) above the unit member's regular salary.
- C. Bilingual/Biliterate Differential. A unit member will receive a bilingual/biliterate differential for assignment to a position designated by the Board of Education as requiring the ability to communicate orally and/or in writing with non-English speaking adults or in sign language with deaf or hard-of-hearing adults for an average of one (1) hour per day. Such differential will amount to five percent (5%) above the unit member's regular salary.

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

- D. Split Shift Differential. A unit member employed to work a regular continuing schedule of more than six (6) hours per day and with a split shift assignment as defined in Article 8, Section 5, shall be entitled to a split shift differential under the following conditions:
1. The split shift is a continuing assignment for five (5) or more consecutive workdays, and
 2. The length of the period of non-work time is at least one and one half (1 ½) hours excluding lunch period or rest breaks.
 3. Exceptions:
 - a. Unit members assigned to drive district vehicles shall qualify for differential compensation if the length of the period of non-work time is greater than 30 (thirty) minutes excluding lunch period or rest breaks.

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- b. Unit members assigned to the Food Service Site Leader and Senior Food Service Site Leader job classes shall be eligible for this differential regardless of the number of hours they are regularly assigned to work per day and providing the period of non-work time is at least one (1) hour excluding lunch period or rest break.
- c. A School Bus Driver within the Transportation Services Department with a guaranteed base assignment of more than twenty (20) hours per week during their work year will be paid a five percent (5%) split shift differential. This differential is provided in consideration of the hours of availability required of School Bus Drivers. School Bus Drivers are eligible for this differential on the first (1st) day of employment in the classification. All School Bus Drivers employed on a pro rata basis during the extended year with a guaranteed base assignment of twenty (20) hours per week or more will be paid a five percent (5%) split shift differential.
- d. Extraboard drivers and Relief Custodians are not eligible for this differential.

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

- E. Heavy Hauling Differential. Maintenance unit members who are required in the normal course of regularly assigned duties, on a continuing 24-hour (daily) basis for extended periods of time (one (1) month or more), to transport and store district-owned tools, equipment, *ladders requiring truck mounted racks, machines,

hardware, or other heavy or bulky materials or supplies, are eligible for the heavy hauling differential. Such differential will amount to seven point six percent (7.6%) above the unit member's regular salary. This section shall apply only to designated maintenance department unit members. This differential will continue in effect during vacation, sick leave, and other paid leaves of absence when the material and equipment aforementioned are in the unit member's care and custody.

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

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

<u>Years of Qualifying Monthly District Service Completed</u>	<u>Monthly Assignment of Four (4) or More Hours Per Day</u>	<u>Monthly Assignment of Less Than Four (4) Hours Per Day</u>
10 through 12	\$150.97 <u>166.09</u>	\$ 75.51 <u>83.08</u>
13 through 18	\$603.96 <u>664.46</u>	\$301.95 <u>332.20</u>
19 or more through 21	\$1,056.86 <u>1,162.71</u>	\$528.46 <u>581.39</u>
<u>*22 or more</u>	<u>\$2,500.00</u>	<u>\$1,250.00</u>

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

*Items with asterisk in Section 8.F. shall be effective July 1, 2022.

The Parties agree to negotiate the terms of an Anniversary Stipend for the 2020-2021 and 2021-2022 fiscal years in a separate Memorandum of Understanding.

- G. ~~1999-00 and Ongoing~~ OSS Bonus. A permanent or permanent/probationary unit member in paid status as of ~~June 1, 1999 and each June 1 thereafter,~~ will receive a lump sum bonus to be paid by separate warrant during the month of ~~August 1999 and each August~~ each year thereafter. Unit members in full-time assignments will receive a lump sum bonus of two-hundred and fifteen dollars (\$215). Unit members in less-than-full-time assignments will receive a prorated bonus proportionate to the percentage that their assignment bears to full time. ~~Effective July 1, 2000, this bonus shall become and shall, in the future,~~ be subject to the same percentage increase(s) by which the salary schedule is increased as set forth in Article 7, Section 1 (Salary Rates).
- H. School Bus Driver Training Incentive. A new School Bus Driver will receive a one (1) time three-hundred (\$300) dollar lump sum payment after meeting all of the following requirements:
1. Successfully completes the District's behind-the-wheel training program,
 2. Obtains a Class B commercial drivers' license,
 3. Obtains a School Bus Driver certificate from the California Highway Patrol,
 4. Completes a total of one-hundred (100) days of paid District service as a School Bus Driver.

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

Section 9 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 "01" of the appropriate salary grade. The superintendent may authorize a higher step placement within the appropriate grade for an especially well-qualified individual in a job class for which qualified candidates are found to be in short supply. When such labor market conditions make it necessary to offer an advance step placement, and upon acceptance by a new unit member, present unit members in the same job class as the position approved for the advance step placement will be moved to the step equivalent to that accepted by the new unit member provided: (1) the unit member has demonstrated performance that warrants advancement; (2) the unit member has skills and abilities comparable to the new unit member; (3) advance step placement is recommended by the Division Head, Human Resource Services Division, and approved by the superintendent. In such cases, a new increment due date will be established.

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

Section ~~10~~ 9: SERVICE INCREMENTS

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

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

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

Section ~~11~~ 10: SCHOOL BUS DRIVER/EXTRABOARD BUS DRIVER SERVICE INCREMENTS

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

Section ~~12~~ 11: PROMOTION - OSS SALARY SCHEDULE

- A. A unit member who is promoted from a position on a different classified unit member's salary schedule to a position on the Operations-Support Services Unit members' Salary Schedule with a higher maximum salary will first have his/her salary determined in the appropriate grade of the other classified salary schedule in accordance with existing regulations and then will be paid at the rate in the appropriate salary grade on the Operations-Support Services Unit members' Salary Schedule

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which would provide an approximate five percent (5%) increase (exclusive of special pay additives) but not more than seven and one-half (7.5%) increase. In no case shall the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.

- B. A unit member who is promoted from one job class on the Operations-Support Services Unit members' Salary Schedule to a higher job class will be placed on the step of the higher salary grade which is at least one (1) full salary grade or approximately five percent (5%) (or, if there is no such step, seven and one-half [7.5%]) in amount above the unit member's salary exclusive of special pay additives at the time of promotion. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.
- C. If a service increment is not immediately due at the time of promotion to a higher job class, it will be credited in the higher job class on the same date it would have been credited in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the unit member has already reached the maximum step on the salary grade of the lower job class, a new service increment date will be effective on the anniversary date (first [1st] day of the month in the month promoted for unit members promoted between the first [1st] and fifteenth [15th] of the month; first [1st] day of the month following the month promoted for unit members promoted on or after the sixteenth [16th] of the month), and additional service increments due will be granted beginning one (1) year thereafter until the maximum salary for the job class is reached.
- D. A unit member who voluntarily accepts a demotion and who is promoted to the former higher job class within thirty-six (36) months will be placed on the step of the appropriate salary grade that was held prior to such demotion.
- E. A unit member temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class for more than four (4) workdays within a fifteen (15) calendar day period will receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by the Classification and Compensation Director.

Section ~~13~~ 12: PROMOTION - BUS DRIVERS' SALARY SCHEDULE

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

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

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- B. A unit member who is promoted from School Bus Driver to Extraboard Bus Driver will be placed on the step of the higher salary grade which is approximately five percent (5%) (or, if there is no such step, seven and one-half percent [7.5%]) in amount above the unit member's School Bus Driver salary exclusive of special pay additives (with the exception of split shift differential which will be considered part of salary) at the time of promotion. If a service increment is due to the driver at the time of promotion, it will be credited and applied in the determination of the new salary step.
- C. If a service increment is not immediately due at the time of promotion to a higher job class, it will be credited in the higher job class on the same date it would have been credited in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the driver has already reached the maximum step on the salary grade of the lower job class, a new service increment date will be effective on the anniversary date (first [1st] day of the month in the month promoted for drivers promoted between the first [1st] and fifteenth [15th] of the month; first [1st] day of the month following the month promoted for drivers promoted on or after the sixteenth [16th] of the month), and additional service increments due will be granted beginning one (1) year thereafter until the maximum salary for the job class is reached.
- D. A driver who voluntarily accepts a demotion and who is promoted to the former higher job class within thirty-six (36) months will be placed on the step of the appropriate salary grade that was held prior to such demotion.
- E. A driver temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class for more than four (4) workdays within a fifteen (15) calendar day period will receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by ~~the a Classification and Compensation Director~~ Human Resources designee.

Section 14 13: PLACEMENT IN LOWER JOB CLASS

- A. When a permanent unit member is reassigned to a position in a lower job class in the same type of work at the unit member's own request or if a permanent unit member is demoted in accordance with Article VI of the Employment Regulations for the Classified Service step placement on the salary grade for the lower job class will be the same as it would have been if the original placement and entire district service had been in the lower job class. The increment due date will remain unchanged until the maximum salary for the lower job class has been achieved. If the reassignment is to a position in a lower job class with a different type of work, the step placement on the salary grade for the lower job class will be at the same dollar rate. If the rate does not appear in the lower salary grade, the unit member will be placed on that step that will result in the smallest reduction in pay from the current dollar rate.
- B. Permanent. When a permanent unit member is reassigned to a position in a lower job class resulting from a position classification review, or demoted in lieu of layoff, or for some other reasons in the district's best interest, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half salary grade to a whole salary grade, or vice versa, the unit member's

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

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

- C. Probationary. When a probationary unit member is reassigned to a position in a lower job class for any reason, the step placement on the salary grade for the lower job class will be determined in the same manner as in Section 14.A.
- D. Permanent/Probationary When a permanent/probationary unit member is reassigned to a position in a lower job class resulting from a position classification review, or demoted in lieu of layoff, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half salary grade to a whole salary grade, or vice versa, the unit member's salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade because the maximum rate is less than the unit member's current pay rate, the unit member's salary, exclusive of any special pay additive will be maintained as it was prior to demotion for a period not to exceed the number of months of service in the job class from which the unit member is being demoted. At the end of this period, the salary will be changed to the maximum for the lower job class. A permanent/probationary unit member so protected and who is assigned on a temporary basis for up to ninety (90) calendar days, to a position in the job class from which he/she was demoted in lieu of layoff will be placed on the same salary step of the range for his/her job class as that held at the time of the demotion. When such temporarily reassigned unit member is again moved to the lower job class, he/she will receive the same dollar rate as was originally protected and the original period of salary protection will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.
- E. Placement in Lower Job Class on the Bus Driver Salary Schedule
 - 1. Placement in a lower job class, for the purposes of the Bus Driver's salary schedule, is defined as placement in a School Bus Driver or Extraboard Bus Driver classification after service in a job classification with a higher maximum pay rate.
 - 2. A unit member who is reassigned to a School Bus Driver or Extraboard Bus Driver classification from a classification with a higher maximum pay rate at the unit member's own request or a permanent unit member who is demoted in accordance with Article VI of the

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Employment Regulations for the Classified Service will be placed upon the Bus Drivers' Salary Schedule at the same step as if the unit member's entire service with the District would have been in a bus driver classification.

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

Section ~~15~~ 14: UNDERPAYMENTS AND OVERPAYMENTS

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

Section ~~16~~ 15: HOURLY AND DAILY PAY CALCULATIONS

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

Section ~~17~~ 16: PARTIAL-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS

- A. A newly-hired unit member will have the initial monthly pay adjusted to the number of days of service rendered multiplied by the daily rate. A terminating unit member will have the terminal monthly pay adjusted to the number of days of service rendered multiplied by the daily rate. Pay so determined for that month will not exceed the unit member's regular monthly rate.
- B. A unit member who is promoted or demoted other than on the first working day of the month will have the pay for that month prorated on the basis of the number of days worked in the month in each job class. In this instance only, the daily rate will be determined by dividing the monthly salary by the number of potential workdays in the month including mandated and declared holidays.
- C. Effective April 1, 1997, eleven (11) month School Bus Drivers and Extraboard Bus Drivers who are offered an extended year assignment of five (5) days or less past the end of their regular work year will have their pay calculated as follows:

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1. Assignments averaging half-time or more will be paid at the driver's current monthly salary times his/her current position equivalent.
 2. All other assignments will be paid at the driver's current monthly salary divided by 173.33 times the number of hours worked.
- D. Salary reductions for all unpaid time in accordance with negotiated contracts and district policy and procedure will involve a reduction in pay at the unit member's daily rate for each day of absence. Total reductions so determined will not exceed the unit member's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of working days in that month. Salary reductions for fifty percent (50%) sick leave will be at one-half (1/2) of the unit member's daily rate.
- E. A unit member changing mid-year from a conventional work year schedule to a year-round schedule (or vice versa) will have the conventional assignment pay calculation (based on the mid-month promotion rule above) and the year-round pay calculation (based on a daily rate) completed so as to result in equal monthly payments for the remainder of the school year. The initial pay in the new assignment will be a balancing payment.
- F. Year-round classified unit member monthly rates are determined in the following manner:
1. The number of days of service in the traditional work year for the job class is multiplied by the daily rate, determined in accordance with the daily pay calculation method (monthly rate/173.33) x 8, to determine an annual salary.
 2. Inasmuch as the year-round assignment has the same number of paid days, the annual salary so determined is divided by twelve (12) to establish the year-round monthly rate.
- G. Unit members in a paid status at year-round schools for the entire work year shall be paid twelve (12) equal checks.
- H. Unit members will be paid on the last workday of the month.

Section ~~18~~ 17: COMPENSATION FOR WORKSHOP PARTICIPATION


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

Section ~~19-18~~ 18: UNIT MEMBERS TRANSFERRING BETWEEN SALARY SCHEDULES

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

FOR THE DISTRICT:

DocuSigned by:

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Kristie Jones
Director, Labor Relations

June 13, 2023

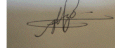
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Melissa Lucio
Director, Human Resources

June 13, 2023


Date

FOR OSS:

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Gabriel Huezo
President, Chapter #724

June 14, 2023

Date

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Jose Sanchez
Labor Relations Representative, CSEA

June 14, 2023

Date

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Tentative Agreement
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #724
on behalf of the
Operational Support Services Bargaining Unit (“OSS”)

April 21, 2023

8. HOURS OF EMPLOYMENT

Section 1: WORKDAY AND WORKWEEK

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

Section 2: ALTERNATIVE WORKWEEKS FOR FULL-TIME EMPLOYEES

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

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

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

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

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

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

- A. The unit member's supervisor shall establish the unit member's work schedule at the time of initial employment. A change in work schedule is defined as the modification of a unit member's starting and/or ending time of a workday. The work schedule may be changed under the following circumstances:

1. When mutually agreed to by the unit member and the supervisor;

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

Section 5: SPLIT SHIFT WORK SCHEDULE

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

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

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

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

- A. Each unit member assigned for more than five (5) hours per day shall be entitled to an unpaid duty-free lunch period of thirty (30) minutes. Taking into consideration the unit member's preference and needs of the program/assignment, unit members who work more than five (5) hours, but less than six

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(6) hours per day may waive their lunch period upon mutual agreement of the supervisor and the unit member.

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

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

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

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

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

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

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

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

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

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

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

Section 12: SHORTENING OF THE ASSIGNED WORKDAY

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

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

- A. Occasionally, scheduled activities or unanticipated events may require early call-in of staff. Normally, a unit member called in to work early shall remain on duty until his/her regularly scheduled check-out time. A unit member may request permission to leave work early, upon completion of his/her regularly assigned number of hours per day. Unit members shall be compensated for any

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overtime worked as a result of an early call-in in accordance with Article 7, Section 7, of this Agreement. When unit members have been called in at irregular times, they should confer with their supervisors and arrive at a mutually acceptable schedule for the following shift(s).

- B. Unit members shall be informed by their supervisors whether or not they are being requested for an early call-in or a change in work schedule.

Section 14: CALL BACK

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

Section 15: OVERTIME

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

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

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

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

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

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

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

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

- A. Offers of a permanent increase in hours shall be in writing and based on program needs. Assignments of less than four (4) hours per day will be offered to Food Service Worker I's within their respective Food Service clusters. Assignments of four (4) or more hours per day will be offered to Food Service Worker I's within the cluster. Assignments will be offered based on classification seniority and availability to work the assignment. In order to be considered, Food Service Worker I's must demonstrate the ability to perform the work.
- B. The status of a vacant position greater than two (2) hours will be noted on the posted assignment work schedule. When a vacant position is to be filled, it shall be filled as soon as possible.
- C. Updated lists indicating each Food Service Worker I's classification seniority shall be posted at each Food Service site. Such lists shall indicate seniority within the cluster.
- D. Extratime and Overtime assignments that exceed a five (5) day consecutive assignment within the Food Services Department shall be issued by seniority within the cluster. The notice shall be posted in the same location as the cluster seniority list in each individual kitchen.

Section 18: TEMPORARY INCREASE IN HOURS, FOOD SERVICES

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

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

- A. Extended-year assignments may be requested by unit members on a District form. Offers of extended year assignments will be based on program needs. Extended-year assignments will be

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offered to unit members based on classification seniority and demonstrated the ability to perform the work and availability to work.

- B. Food service unit members who are unavailable to work at the start of an extended-year work period due to medical or industrial leaves of absence will not be considered for an assignment until such time as they are released by their physician to return to work. Upon return to work, the unit member will be provided the longest assignment available without displacing other food services unit members.

Section 20: RETURN TO WORK/LIGHT DUTY PROGRAM

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

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

1. ~~Transitional work assignments are made for a maximum of ninety (90) calendar days.~~ Unit members shall only be placed in the Return to Work program once per injury for a maximum of ninety (90) consecutive calendar days.

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

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

2. The work is within the restrictions that are outlined by the unit member's primary treating physician.
3. The Return to Work Coordinator, with the input of the unit member, will identify-transitional work assignments. Assignments may include work outside of the unit member's classification and bargaining unit.
4. The transitional work assignment may be discontinued or changed as the unit member's restrictions are modified by the unit member's primary treating physician.
5. The transitional work assignment will not result in the displacement or reduction in hours for any other classified employee.

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6. Unit members shall be given three (3) work days' notice prior to any change to the transitional work hours of assignment. For the purposes of this section, transitional work hours shall mean a change in work schedule as defined in Section 8.A of this article or a shift change as defined in Section 16.A of this article. In the event that a unit member's transitional work assignment is terminated due to misconduct, three (3) work days' notice shall not be provided and a subsequent assignment is not guaranteed for the same injury.
 - a. Examples of misconduct include but are not limited to: failure to report without prior notice to the assigned supervisor, leaving assigned worksite without supervisor notification prior to the end of the shift, or refusal to perform assigned duties within the unit members' identified medical restrictions.
7. If the number of unit members qualifying for transitional work assignments exceeds the available work, priority will be given to unit members with industrially related injury or illness. The transitional work assignment of a unit member with a non-industrial injury or illness may be discontinued to accommodate a unit member with an industrially related injury or illness on a seniority basis within that classification.
8. Unit members participating in a transitional work assignment are responsible for notifying their transitional work supervisor in advance of all follow-up medical appointments and submitting documentation from their primary treating physician of any change in their medical status. Specifically, unit members shall submit leave requests and notification of leave to the transitional work supervisor.
9. Unit members ~~will~~ may first be ~~placed~~ offered at the regularly assigned site for their transitional work assignments ~~at the regularly assigned site~~. If transitional work is not available at the unit member's regularly assigned site, all efforts will be made to make transitional work assignments as geographically close as possible to the unit member's regular work site.
10. The Return to Work Program coordinator will provide to the Association a monthly report of unit members who are participating in transitional work assignments.

Section 21: SCHOOL BUS DRIVERS/EXTRABOARD BUS DRIVERS

In order to align and improve current practices and procedures outlined in the Collective Bargaining Agreement, the Parties agree to create a work group to review, discuss and make recommended changes to the language in Article 8, Section 21. Recommendations shall be presented to the District and OSS Bargaining team for use and consideration during the next successor negotiations.

A. Definitions

1. Additional Work Assignment means work done on non-traditional workdays (weekends and holidays) or out-of-country work that results in more than three hours over base assignments
2. Base means a regular minimum number of daily hours approximately divided per week assigned and guaranteed at the time of employment.
3. Base-Plus means a temporary increase of work hours above the base.

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4. Classification Seniority means the current total length of service in the classification from the classification seniority date, plus all seniority in higher-paid classifications.
5. Coord means the coordinating schedule showing driver, track, route and/or trip with assignments for a period of time, typically one (1) week in duration.
6. Demand-Response Assignment means an unassigned service requiring a driver that arises with less than twenty-four (24) hours' notice.
7. District Seniority means current total length of service from the earliest classification seniority date in any classification.
8. Dry Runs means one or more trips/routes operated without student passengers for the purpose of instruction and practice by the driver, including preparation of left/right directions and familiarization with trip's/route's timing and bus stop locations.
9. Early-Out Days means minimum days identified by schools on which students are dismissed early each week.
10. Extended Year Assignments means assignments provided beyond a driver's nine-(9), ten (10) or eleven (11) month work year.
11. Field Trips means transportation services provided to and from off-campus locations.
12. Intersession means days when year-round schools are not in session during the traditional school year.
13. Late Activity means transportation services provided from school of attendance to school of residence after the regular PM bus service.
14. Non-traditional Workday Assignment means any assignment that includes or carries over into any part of a Saturday, Sunday or Holiday.
15. Pre-School Activities means transportation services provided prior to the start of the school year (i.e. transportation to and from athletics).
16. Physical Therapy Trips means transportation services to and from therapy centers.
17. Pupil Progress Reporting Days means school days with an early dismissal time for parent conferences.
18. Route means regularly scheduled series of stops that commences and ends with an empty bus.
19. School Finals Schedule Changes means changes in PM bus schedules caused by changes in school dismissal times during final examinations.
20. Seniority Ranking For purposes other than layoff, seniority ranking shall be determined in the following order:

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- a. Classification seniority.
 - b. District seniority.
 - c. Date a driver was hired as an exempt hourly driver, excluding employment prior to a break in service.
 - d. If a tie still exists, unit members' month and day of birth shall determine seniority.
21. Single-Tier Track means a track with no split shift.
 22. Tier means a period of work time consisting of a single route and/or trip or two or more routes and/or trips coupled together.
 23. Track means a daily assignment that consists of routes and/or trips.
 24. Trip means supplemental, non-recurring transportation services which is not part of an existing route.
 25. Weekend and Holiday Assignment means any assignment that includes or carries over into any part of a Saturday, Sunday or a holiday.
 26. Year-Round Track Changes means dates upon which single-track or multitrack school schedules begin or end.

B. Modified Workweek

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

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C. Work Schedule

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

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

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

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supervisor to mutually determine when the restrictions will be restored. Waivers may not be rescinded, except for compelling reasons, from August 15 through December 31.

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

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

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

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

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9. The driver's immediate supervisor shall discuss any problems affecting the implementation of work schedule changes with the driver.

D. Additional Work Assignments (within Transportation Services Department)

1. Rotation of additional work assignments among School Bus Drivers and Extraboard Bus Drivers will be maintained and posted weekly. The previous week's rotation list shall be posted alongside the current week's rotation list.
2. Non-traditional workdays (weekends and holidays). Assignments shall be offered to Extraboard Bus Drivers and School Bus Drivers on a seniority rotational basis.
3. Out-of-county work. Assignments shall be offered first to Extraboard Bus Drivers and then to qualified School Bus Drivers when the number of assignments exceeds the number of available Extraboard Bus Drivers.
4. For work performed on weekends and holidays, the driver shall be paid for the actual time worked or two (2) hours per tier, whichever is greater.
5. In order to qualify for extra work rotation, a driver must be in a monthly salaried position of one-half (1/2) time or more and be in active status for the coord during which the assignment is made.
6. Drivers may apply at any time for inclusion on the extra work rotation list and are responsible for requesting inclusion on the list. If they fail to do so, they will not be offered extra work. Drivers removed from the list may reapply after the start of the next semester.
7. New hires will be excluded from the rotation list until they have successfully completed the Transportation Department's field trip inservice class.
8. Drivers will be removed from the rotation system when they notify their supervisor they no longer wish to be considered or, when they accept an offer and then miss-out.
9. When at the top of any additional workload assignment list a bargaining unit member accepts or declines an additional workload assignment, their name goes to the bottom of the rotation list.
10. Effort shall be made to minimize "demand response" trips on non-traditional workdays (weekends and holidays).
11. The rotation list will include driver information supplied through the driver assignment system. The driver information will include name, vehicle qualification, job classification (School Bus Driver and Extraboard) and indicate successful completion of the field trip inservice class. The system will maintain a one-year history of previous offers and driver responses. The rotation list will be updated as drivers' qualifications change.
12. Drivers entering the list will appear at the bottom of the list by seniority ranking. Any driver eligible to accept an extra work assignment will move to the bottom of the list whenever (s)he has taken advantage of, or waived, the additional work assignment opportunity.

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13. The top name from the rotation list will be picked providing the driver has no conflict with existing assignments, has the necessary qualifications, and would not exceed the legal driving time limits.
14. At approximately 9:00 a.m. daily, notes will be placed in the mail boxes of drivers being offered extra work. The offer will remain valid until 5:00 p.m. or until the driver clocks out for the day, whichever is later. Failure to respond to notification will be considered a refusal of the offer.
15. Under the direction of the supervisor, the dispatcher will record the offer accordingly in the rotation system. Offers which expire will be automatically noted.
16. Upon accepting an offer, the driver will be allowed up to twenty (20) minutes prep time per trip. No dry run time will be allocated.

E. Demand-Response Assignments

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

F. Cancellation of Additional Work Assignments on a Regular Workday

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

1. If the driver reports for duty and has not been previously notified of the cancellation, the driver shall be compensated for the actual time assigned.
2. If the driver is provided twenty-four (24) hours' notice that the additional work assignment has been canceled, the driver will be maintained at the top of the Additional Work Rotation List. The driver will not be entitled to compensation for the canceled assignment.

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3. If the driver is advised of a canceled assignment, but with less than twenty-four (24) hours' notice, the driver will be offered the following options:
 - a. Remain at the top of the Additional Work Rotation List, or
 - b. Accept compensation at the straight time rate for the canceled assignment, but not greater than two (2) hours.

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

G. Cancellation of Additional Work Assignments on Weekends and Holidays

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

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

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

H. Temporary Increase in Hours – Base-Plus Scheduling

1. At the time of employment, each driver shall be guaranteed a regular ascertainable minimum number of hours per week, defined as the driver's salaried "base." Base hours for an extended year assignment may vary from the guaranteed base hours of the regular work year. Assignment of hours above the base will be a temporary increase in work hours and referred to as "Base-Plus." The District will provide vacation and sick leave accrual and additional holiday pay on a monthly basis when the Base-Plus hours result in an average of thirty (30) minutes or more of daily assigned time above the base (excluding holidays, weekends, and overtime hours).
2. Drivers shall be entitled to use leave benefits, delineated in Article 12, for all time assigned, excluding hours for which overtime compensation would be earned. Drivers not provided with a

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coord assignment indicating Base-Plus hours shall be presumed to be assigned their salaried base for computation of leave benefits.

3. During the year, two coords will be designated as "Primary Coords." Primary Coords will coincide with the beginning of the traditional school year, and the start of summer school/extended year. The District may designate additional Primary Coords to respond to significant increases or decreases in the number of students transported.
4. Primary Coord Driver Assignment Rules. Within a group of School Bus Drivers having equal base hours, the longest track available in the type of bus requested (wheelchair, conventional or transit), will be assigned to the driver with the greatest classification seniority, subject to the driver's license/certificate restrictions and/or hours of availability. If an insufficient number of assignments in the type of vehicle requested are available, drivers with insufficient seniority ranking to obtain their requested assignment will be assigned to the longest track available for their base hours. School Bus Drivers who are absent on leave will not be assigned on the Primary Coord. unless the District has notification that the driver will return to work within thirty (30) calendar days of the implementation of the Primary Coord.
5. Assignment of new trips/routes to a coord, other than a Primary Coord, shall be made by seniority and the following criteria:
 - a. Assign trips/routes to appropriate bus size/type.
 - b. Assign trips/routes where time will fulfill base hour requirements.
 - c. Minimize time between trips/routes.
 - d. Minimize travel distance between trips/routes.
 - e. Minimize overtime.
 - f. Consider driver's waiver status, where applicable.
 - g. Proper driver qualifications for the trip/route.

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

I. Increase or Voluntary Decrease in Guaranteed Annual Work Hours

1. While base hours are assigned at the time of hire, the parties acknowledge that Seniority Ranking is the primary factor in assignments. When increases in guaranteed annual work (either an increase in hours per day or increase in the work year) becomes available to the Transportation Department. Drivers will be offered these assignments within each classification on the basis of each driver's seniority ranking before utilizing the reemployment list.
2. Within the Transportation Services Department, when assignments with increased guaranteed annual work hours (either an increase in hours per day or an increase in the work year) become available, such additional hours shall be offered to Transportation Department drivers within each classification on the basis of each driver's seniority ranking. Should a driver decline such an offer, his/her seniority ranking for future offers shall not be affected.
3. It is understood that in order to be considered for the additional hours, and/or placement in the vacancy, the driver must: (1) hold the proper license, (2) have at least a satisfactory rating on his/her last performance evaluation, and (3) demonstrate the ability to perform the work.

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4. The District retains the right to permanently increase the assigned workday and work year for any driver if such an increase is deemed to increase the efficiency or effectiveness, reduce the cost, or improve the level of service of the operation. A driver whose workday/work year is permanently increased shall receive a minimum of thirty (30) calendar days written notice. Such a driver shall, upon written request, be given the first right of refusal to return to the former work schedule in the event that a vacancy should occur in the same classification within the same department at the former work schedule.
5. Upon request of eleven (11) month school bus drivers in the Transportation Services Department, the district will offer on a seniority first basis, the opportunity to accept any existing vacant ten (10) month assignment, providing the new assignment is effective to coincide with the start of the regular school year. The district is not obligated to offer a requesting school bus driver an increase in annual work hours during the same school year where the unit member has already requested and received a reduction in annual work hours.

J. Maintenance of Base Hours

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

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

School Bus Driver Base Hours

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

Total 302

*Hours per work week

- b. A driver choosing not to accept an increase in guaranteed annual hours from an eleven (11) month work year to a twelve (12) month will be maintained at eleven (11) months until such time as the position is vacated.

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

2. Maintenance of Extraboard Bus Driver Base Hours

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

Extraboard Driver Base Hours

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

Total 70

* Hours per workweek

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

- b. The District will not reduce the number of Extraboard Bus Driver positions without the collaboration and agreement of the Association.
- c. The District may designate tracks at any time of any Primary Coord that will be reserved for workyear assignments to p.m. Extraboard Drivers.

3. General Understanding

- a. The District shall not reduce School Bus Driver positions/Extraboard Bus Driver positions below the number set forth in Section 21 J (1) or (2) so long as the District continues to contract with private carriers and/or continues the employment of drivers outside the classified service.
- b. If cutbacks in service are mandated by the Board of Education beyond those set forth in Section 21 J (1) or (2), the District will first eliminate use of all contract carriers and persons employed outside the classified service as bus drivers before eliminating or reducing the hours of employment/work year provided to district monthly drivers.
- c. The District will not reduce the number of Bus Driver Instructor positions, seven (7), without the collaboration and agreement of the Association.

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- d. Nothing in this Agreement shall preclude the District from expanding employment beyond the hours, work years, and/or quantities of positions listed. The District may create and maintain School Bus Driver positions with less than thirty (30) base hours per week provided that the positions previously listed are maintained.
 - e. School Bus Drivers and Extraboard Bus Drivers with thirty-five (35) hour/eleven (11) month positions will be considered for an increase in hours when the work sustains such an increase.
 - f. A work year with a separate twelfth (12th) month guarantee is presumed to consist of two-hundred sixty (260) days; a work year with a separate eleventh (11th) month guarantee is presumed to consist of two-hundred thirty-nine (239) days; a work year with a separate tenth (10th) month guarantee is presumed to consist of two-hundred seven (207).
 - g. The District and the Association agree not to replace existing School Bus Drivers and Extraboard Drivers with private carriers or persons outside the classified service.
4. The District and the Association agree not to replace existing School Bus Drivers and Extraboard Drivers with private carriers or persons outside the classified service.

K. Extended Year Assignments

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

L. Winter and Spring Recess

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

M. Dry Runs

- 1. When trip/route changes occur, School Bus Drivers are required to create and/or update left/right sheets to show the new directions between stops. All trip/route changes and modifications/revisions will be noted on the driver's assignment notification and trip/route manifests. Trips/routes that are new to the driver will be noted.

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

N. Mandatory Group Driver Meetings

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

O. Timekeeping Procedures

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

Section 22: MISS-OUTS

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

A. Definitions

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

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

B. Usage

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

C. Timely Discipline

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

FOR THE DISTRICT:


DocuSigned by:


 June 13, 2023
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 Kristie Jones
 Date
 Director, Labor Relations

DocuSigned by:

 June 13, 2023
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 Melissa Lucio
 Date
 Director, Human Resources

FOR OSS:

DocuSigned by:

 June 14, 2023
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 Gabriel Huezo
 Date
 President, Chapter #724

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 June 14, 2023
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 Jose Sanchez
 Date
 Labor Relations Representative, CSEA

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Tentative Agreement
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #724
on behalf of the
Operational Support Services Bargaining Unit (“OSS”)

May 5, 2023

9. HEALTH AND WELFARE BENEFITS

Commitment

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

Section 1: HEALTH AND WELFARE BENEFITS

- A. For ~~2017~~2022-~~2018~~2023 contract year, the District shall continue to absorb the full cost of the benefit package.
- B. For ~~2018~~2023-~~2019~~2024 contract year, the District shall continue to absorb the full cost of the benefit package.
- C. For the ~~2019~~2024-~~2020~~2025 contract year, the District shall continue to absorb the full cost of the benefit package.
- D. The Parties acknowledge that during the term of the Agreement they may need to implement required changes necessitated by enumerated state and federal law or implementing regulations (~~such as the Affordable Care Act~~), but such negotiations shall not constitute a reopener by either Party.

Section 2. ELIGIBILITY

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

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

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

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2. The refund will be computed and disbursed at the end of the District's fiscal year.

B. Eligible dependents are:

1. A unit member's legal spouse (including those individuals meeting the requirements of this section) who has not entered a final decree of divorce or an annulment 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 the San Diego County, 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.)

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

For the purpose of this sSection, 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. It also allows Declarations to be filed by opposite sex domestic partners where If one or both are over sixty-two (62) years old, and 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 guardianship by court order) who has not attained his/her twenty sixth (26) birthday, is not covered for benefits as an employee, and is not on active duty as a member of the armed forces, and is not enrolled in another benefits plan. So long as it is consistent with the Affordable Care Act, ~~effective January 1, 2014~~, eligibility shall include a unit member's child (including any stepchild, child of the unit member's domestic partner (as defined in Section 2.B.1), legally adopted child, ~~or child for whom the unit member is named legal guardian by court order~~) who has not attained his/her twenty-sixth (26th) birthday. 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.

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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) who has not attained his/her twenty sixth (26) birthday, is not covered for benefits as an employee, and is not on active duty as a member of the armed forces, and is not enrolled in another benefits plan. So long as it is consistent with the Affordable Care Act who is at least nineteen (19) years of age but less than twenty five (25) years of age (less than twenty three [23] years of age for optional dependent life insurance), is primarily dependent upon the unit member for support and maintenance, and attends an accredited college, university, or vocational/technical school as a full time student. The vocational/technical school must be approved by the State Department of Education. Effective January 1, 2014, the maximum age for a unit members unmarried child shall be modified to "but less than twenty-six (26) years of age."eligibility shall include a unit member's child (including any stepchild, child of the unit member's domestic partner (as defined in Section 2.B.1), legally adopted child, 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.
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).

C. Effective date and termination of coverage:

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

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6. For purposes of beginning or terminating health coverage, unit members who are on a Family Care Leave, or otherwise approved for district coverage by Board resolution, are treated as if the unit member is in paid status.
- D. If a unit member does not enroll for coverage for self and eligible dependents under a district-sponsored medical, dental, and/or vision plan within thirty-one (31) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next annual open enrollment period ~~in October, November~~ or another mutually agreed to date by the Parties.

Section 3. MEDICAL BENEFITS PLANS

- A. The District agrees that California Schools Voluntary Employee Benefits Association (VEBA) is the mutually agreed to Provider/Administrator through the term of the contract.
 1. The Parties agree to enter into a Participation Agreement that will commit to participation in the VEBA throughout the life of the Agreement.
- B. Consistent with cost allocation set forth in Section 1 above, the District will provide three (3) medical benefit plan options if made available through the VEBA program or a mutually agreed upon provider to eligible unit members and eligible dependents. Medical benefit plan options listed below are subject to change in accordance with Section 9 of this Article.
 1. Kaiser HMO
 2. United Health Care HMO
 3. United Health Care PPO
- C. The District shall pay the full cost of the VEBA medical plan option selected. In the event that the Parties mutually agree to select an alternative benefits program, the District shall pay the full cost of the agreed-upon medical plan options.

Section 4. DENTAL BENEFITS PLANS

- A. Consistent with the cost allocation set forth in Section 1 above, the District will provide three (3) dental benefit plan options if made available through the VEBA program or a mutually agreed upon provider to eligible unit members and eligible dependents. ~~Current providers are:~~ Dental benefit plan options listed below are subject to change in accordance with Section 9 of this Article.
 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.

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Section 5. LIFE INSURANCE

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

Section 6. VISION PLAN

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

Section 7. GENERAL

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

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or her death) may continue participation in the medical and dental plans referred to in Sections 3 and 4. To qualify under this provision, all of the following requirements must be met:

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

Section 8. RETIREE MEDICAL FUND

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

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5. The unit member's retirement effective date with PERS or STRS is on or after June 1, 1987.
 6. The unit member is under age sixty-five (65) as of the retirement effective date with PERS or STRS, except that retirees age sixty-five (65) and over whose retirement effective date occurred after June 30, 1998, shall be required to enroll in/purchase both Parts A and B of Medicare to continue in this program.
 7. The unit member was covered under a district-sponsored group medical plan as a unit member immediately prior to the retirement effective date under PERS or STRS and chooses to maintain coverage under such plan as a retiree by executing the appropriate form and making the required contribution to the District no later than thirty (30) calendar days from the date of retirement.
- C. Eligibility for this benefit shall cease at the end of the month in which the retiree dies, reaches age sixty-five (65) or ceases to make the required contributions, whichever occurs first. The retiree may continue coverage in the district-sponsored medical plan beyond age sixty-five (65) by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.
- D. Annually, a new reduction in the monthly contribution shall be established by dividing the total amount of money in the fund (after the deposit made in accordance with Paragraph E) by the expected number of eligible retirees, divided by twelve (12). Effective January 1, 1994, such amount shall not exceed \$125.00 monthly. Effective January 1, 2000, such amount shall not exceed one-hundred forty (\$140.00) dollars monthly for retirees. The fund will only pay the actual cost of the medical premium if the cost is less than one-hundred forty (\$140.00) per month.
- E. If at any time the fund balance is not sufficient to provide for the monthly reduction established in Paragraph D, the District shall make advance deposit(s) as necessary to the fund to provide for the continuation of the established reduction through September 30 of the same year. If advance deposit(s) is (are) made, then on October 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous October 1.
- F. The Board of Education, as an elected body, shall provide for the management and control of the fund as a public trust. The District and the Association may establish a special committee to review the annual audit statement for the purpose of determining the integrity of the fund. Either party may request a quarterly meeting for audit review purposes.

Section 9. DISTRICTWIDE HEALTH AND WELFARE ~~BENEFIT~~ COMMITTEE

- A. The Parties agree to the appointment of a Districtwide Health and Welfare ~~Benefit~~ ~~Advisory~~ Committee composed of two (2) representatives appointed by each employee organization/group involved. The District recognizes that the Association shall bring the Labor Relations Representative to the Health and Welfare Committee in an advisory capacity. The Committee shall work toward fulfilling the Parties' shared goal of reducing health care costs while providing quality health benefits. The Committee shall meet in accordance with a meeting schedule established by the Committee.

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- B. The Committee will review District health and welfare benefit programs and have the opportunity to meet with plan providers and outside consultants to become informed on the plan provisions, financing, Agreements with providers and other appropriate plan details.
- C. The Committee may develop advisory recommendations from time to time regarding modifications to the health and welfare benefit programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group. Recommendations by the Committee that are intended to be part of the annual open enrollment shall be made no later than ~~ninety-thirty (90-30)~~ days prior to the start of open enrollment of the same calendar year. ~~The date can be extended to allow a minimum of thirty (30) calendar days from the date the Committee receives all medical benefit premium amounts from the mutually agreed upon provider/administrator.~~
- D. The Parties commit to bringing various cost savings options and supporting documentation associated with such changes to the Health and Welfare Committee, including but not limited to potential modifications to the medical benefits plans. The Committee continues to be empowered to suggest and recommend cost savings measures for consideration by the Parties. The Parties agree all recommendations will also be shared with the Board of Trustees and the Superintendent.
- E. The Parties agree that the Health and Welfare Committee will jointly attend training focused on working together to achieve cost savings in the medical plans while maintaining high quality benefits and providers for all District employees, from a jointly determined organization.
- F. During the term of this agreement, the Health and Welfare Committee will annually review plan modifications or other benefit changes and any potential cost savings measures. In the event the District realizes net savings as a result of such modifications or changes, the Parties agree to reopen Article 7 (Wages) for the purpose of providing a wage increase to the bargaining unit, inclusive of associated variable (statutory) benefit costs, in an amount, manner and timeline negotiated by the Parties at that time. The District shall provide the bargaining unit with the District's savings calculations per unit to the Health and Welfare Committee for its review prior to negotiations.
- G. The Committee shall review and make ~~necessary~~ recommendations regarding all contracts with carriers prior to adoption by the Board of Education.

Section 10. FLEXIBLE SPENDING ACCOUNTS

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

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

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per plan year up to the limits allowable under the law). Such amount shall serve to reduce the unit member's salary on a prorata basis each month except July and August.

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

FOR THE DISTRICT:


DocuSigned by:

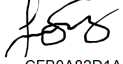
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 Kristie Jones
 Date
 Director, Labor Relations

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 Melissa Lucio
 Date
 Director, Human Resources

FOR OSS:

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 Gabriel Huezo
 Date
 President, Chapter #724

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 Jose Sanchez
 Date
 Labor Relations Representative, CSEA

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Tentative Agreement
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #724
on behalf of the
Operational Support Services Bargaining Unit (“OSS”)

June 12, 2023

10. SAFETY CONDITIONS OF EMPLOYMENT

Section 1: RESPONSIBILITY

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

Section 2: SAFETY TRAINING, EQUIPMENT, CLOTHING AND DEVICES

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

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

- B. The District will provide all unit members exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Such training will include, but not be limited to:
1. Procedures to prevent the spread of contagious diseases,
 2. Operation of video display terminals (VDT),
 3. Correct lifting procedures.
 4. Safety training on all equipment prior to its use.

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- C. All unit members working in high risk positions and/or exposed to life-threatening, contagious diseases during the performance of their duties shall be provided adequate health protection.
- D. Bio-hazard cleanup kits shall be maintained in all District vehicles used to transport students.

Section 3: NOTIFICATION OF UNSAFE/UNHEALTHY WORK CONDITIONS

- A. All unit members shall notify their supervisors of unsafe or unsanitary conditions at any district work location or in any district vehicle. Unless an emergency exists, the report shall be made on a form supplied by the District. No reprisal of any kind shall be taken against a unit member as a result of reporting an unsafe work condition.
- B. Supervisors shall promptly investigate any report of unsafe or unsanitary conditions. The Association representative and the site administrator or supervisor may jointly investigate any alleged safety or health problem in an attempt to arrive at a mutually satisfactory remedy. Within two workdays of the completion of the investigation, the unit member shall be provided written notice of the findings of the investigation and of any proposed remedy. If the unit member believes a safety or health problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation and any findings with the Association representative in an attempt to resolve the issue.
- C. No unit member shall be required to work in unsafe/unhealthy working conditions.

Section 4: REFUSAL TO WORK UNDER UNSAFE CONDITIONS

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

Section 5: APPROPRIATE SAFETY CLOTHING

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

- A. Unit members' respective supervisors and/or lead persons shall identify those assignments which require protective clothing.
- B. Safety Clothing/Apparel Allowance/Provided

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1. The District shall provide an annual boot allowance of no more than three hundred (\$300) dollars to cover the costs of up to two (2) pairs of the appropriate boot or foot gear for the employees working in the job family/general category of the following:
 - a) Asphalt Workers
 - b) Cement Crew
 - c) Saw Cut and Core Drill Operator
 - d) Freezer and Senior Freezer Worker
2. All boots purchased with the District's boot allowance must be appropriate for the position and meet CalOSHA and ASTM (American Society of Testing Materials) standards.
3. Unit members provided safety clothing/apparel by the District under this provision is in lieu of any additional footwear and clothing/apparel purchases provided for in Article 7, Section 4.D.

The District proposes the following language to be placed in Article 7 - Wages, Section 4 - Reimbursements and Allowances.

Bargaining unit members shall receive an annual footwear/clothing allowance of one hundred dollars (\$150) payable on the first pay period of the school year. This amount is to be applied towards purchases of footwear and clothing appropriate to the unit member's job classification duties and work environment. Unit members provided safety clothing/apparel by the District under Article 10 are not entitled to any additional footwear and clothing/apparel purchases under this section.

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

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

Section 6: SITE SECURITY PLAN

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

Section 7: RECOVERY TIME FOR MAINTENANCE UNIT EMPLOYEE

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

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

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

Section 8: DEPARTMENT SAFETY/HEALTH ACTIVITIES

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

Section 9: DISTRICT SAFETY/HEALTH ACTION COMMITTEE

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

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

Section 10: PHYSICAL THREAT OR ASSAULT/BATTERY

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

Section 11: FREEZER WORKER

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

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To that end, the District shall:

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

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

Section 12: EXCESS TEMPERATURES IN THE WORKPLACE

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

FOR THE DISTRICT:


DocuSigned by:

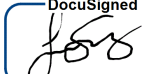
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Kristie Jones
Director, Labor Relations
June 13, 2023
Date

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Melissa Lucio
Director, Human Resources
June 13, 2023
Date

FOR OSS:

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Gabriel Huevo
President, Chapter #724
June 14, 2023
Date

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Jose Sanchez
Labor Relations Representative, CSEA
June 14, 2023
Date

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Tentative Agreement
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #724
on behalf of the
Operational Support Services Bargaining Unit (“OSS”)

May 19, 2023

**The District and the Association shall develop a work group to collaborate on the implementation of family care leaves and aligning the contract language with the law. The Parties agree to reopen negotiations on Article 12 – Leave Policies during the term of this Agreement.*

12. LEAVE POLICIES

Section 1: SCOPE OF LEAVE POLICIES

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

Section 2: SICK LEAVE

- A. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury or exposure to contagious disease as set forth in the California Education Code and for the unit member's medical/dental appointments.
- B. Full-time unit members shall accrue eight (8) hours of sick leave each month of employment. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full time.
- C. Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay which would have been received had the unit member served during the day.
- D. Full-salary sick leave not used shall be accumulated from year to year without limit.
- E. New unit members of the District accrue sick leave from the first (1st) of the month in which employed, provided their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave accrual starts the following month. Sick leave will be accrued to the end of the month for a terminating unit member, provided the last day of service is on or after the sixteenth (16th) of the month. Sick leave will be accrued to the end of the previous month if the terminating unit member's last day of service is on or before the fifteenth (15th) of the month.

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- F. Unit members may apply for sick leave benefits in advance of accrual up to a maximum of the current fiscal year's entitlement. Terminating unit members who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of the unearned sick leave taken.
- G. In addition to full-salary sick leave, each unit member shall be entitled to one-hundred (100) half-salary sick leave days each fiscal year. The combination of full-salary and half-salary sick leave shall not exceed the following limits:
- | | |
|----------------------------------|----------|
| nine- (9-) month unit members | 109 days |
| ten- (10-) month unit members | 110 days |
| eleven- (11-) month unit members | 111 days |
| twelve- (12-) month unit members | 112 days |

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

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

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

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

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

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

Section 3: SICK LEAVE INCENTIVE

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

Section 4: SCHEDULED HOLIDAYS

- A. The following paid holidays will be observed:

Independence Day	Christmas
Labor Day	New Year's Eve Holiday
Admission Day*	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Lincoln Day
Post-Thanksgiving Holiday	Washington Day
Pre- or Post-Christmas Holiday	Memorial Day
	**<u>Juneteenth Holiday</u>

Juneteenth shall be recognized as an observed holiday beginning June 19, 2023.

The Juneteenth Holiday shall be observed on June 19th of each year in accordance with all applicable laws and current contract language. Notwithstanding Education Code 45203, the Board of Education retains the discretion under Education Code 37220(e) to revise the date of which Juneteenth is observed.

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

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building services unit members may take their floating holiday beyond June 30 of the fiscal year in which it was earned, but prior to Admission Day of the next fiscal year.

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

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

Section 6: VACATION

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

APPROXIMATE NUMBER OF VACATION DAYS PER YEAR/ASSIGNMENT YEAR

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

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

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- C. The maximum accumulation of vacation shall be 328 hours for each unit member. Each unit member shall be responsible for monitoring his/her own vacation balance to ensure that it does not exceed the maximum accumulation. A unit member may be required by his/her supervisor to use vacation in order to avoid reaching the maximum accumulation.
- D. Unit members who have reached the maximum accumulation of vacation, or may exceed the maximum vacation accrual allowed during the next pay period, will be provided with the opportunity to use earned vacation leave. If a unit member's request for vacation under these circumstances is denied and the denial results in the loss of accumulated leave, the unit member shall be paid for the actual amount of accrued vacation time lost.
- E. Upon separation, a unit member shall be entitled to lump sum payment for all accumulated but unused vacation hours. Unit members who terminate before serving six (6) months shall not be entitled to any accumulated vacation.
- F. Unit members may request their vacation at any time during the school year including Intersession, Winter, Spring and Summer recess periods. Vacation requests shall not be unduly denied; however, unit members shall only be allowed to schedule ~~their~~ vacation with the prior approval of the unit member's supervisor. Ten- (10-) and eleven- (11-) month unit members may be required to take their vacation during winter and spring recess periods. When two or more unit members request the same vacation period and cannot both/all be accommodated, vacation shall be considered on a first-come, first-served basis. Normally, unit members shall submit their written requests at least five (5) workdays prior to the date(s) they wish to use vacation. For School Bus Drivers and Extraboard Bus Drivers, the Transportation Services Department will post and maintain a master calendar of vacation authorized.
- G. Principals/department heads shall, when possible, grant vacation requests from Building Services unit members for dates when school is in session. To enable the use of vacation, throughout the school year, particularly when students are in attendance, the District shall fund four (4) days of substitute vacation coverage for each Building Services unit member, beginning the 1999-2000 fiscal year and each fiscal year thereafter.
- H. Unit members shall not take their vacations in increments smaller than one (1) hour.
- I. A unit member, who while on vacation, has a death in the immediate family as defined in Article 12, Section 7, shall have the right to use bereavement leave and, if necessary, personal necessity leave to substitute for vacation during each day affected.
- J. A unit member who, while on vacation, has suffered a disability, injury or illness shall have the right to use sick leave credits to substitute for vacation during each day of such disability. A statement from a licensed physician fulfilling these requirements may be required by the supervisor.
- K. Permanent ten- (10-) and eleven- (11-) month unit members in the second through sixth year of vacation entitlement will be permitted to accumulate a negative vacation hours balance. Full-time unit members can accumulate a maximum negative balance of forty (40) hours. Part-time unit members can accumulate a maximum negative balance equal to five (5) months of vacation accrual to a maximum of forty (40) hours. When negative vacation balances exceed forty (40) hours or if a unit member separates with a negative balance, the payroll docking process occurs.

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

Section 7: IMMEDIATE FAMILY

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

Section 8: 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 her 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.

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Section 8 9: PERSONAL NECESSITY LEAVE

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

- A. Death in the Immediate Family. Personal necessity leave may be used after bereavement leave is exhausted.
- B. Death of a Close Friend or Relative (not included in the definition of immediate family). Unit members may use one (1) day per fiscal year to attend the funeral of a close friend or relative not included in the definition of immediate family.
- C. Accident. A unit member may be released from duty when an accident involving the unit member, their immediate family, or property requires attention during scheduled work hours. The unit member may also be released from duty when their home is in imminent danger, such as fire or flood.
- D. Court Appearance. When a unit member appears in court as a litigant or as a witness.
- E. Family Illness. The supervisor may require verification by a physician if during duty hours a unit member needs to be present during a serious or critical illness of an immediate family member.
- F. Religious Holiday. Five (5) workdays in advance, a unit member may request three (3) religious holidays of their faith per fiscal year. The supervisor may require proof of observance.
- G. Birth or Adoption of a Child. A father, upon the birth, and a father or mother, upon the adoption of a child, may use personal necessity leave.
- H. Circumstances Beyond Unit Member's Control/Acts of Nature. A unit member may be precluded from reporting for duty as a result of unpredictable and verifiable acts of nature or any other unpredictable and verifiable circumstances beyond the unit member's control.

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

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

Section 9 10: LONG-TERM LEAVE OF ABSENCE

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- A. Long-term leave of absence without pay may be granted to permanent unit members for a period of up to one (1) year, not exceeding two (2) full school years beginning from the date of the leave except as otherwise provided in this Section. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave and, except in cases of emergency, should give notice prior to the date on which the leave is to begin. Probationary unit members are only eligible for military leave and pregnancy leave.
- B. Leaves may be granted for:
1. Professional Study A professional study leave may be granted to a unit member for a formal education program which offers a potential benefit to the District and the unit member. The District may require proof of the unit member's registration and participation in the formal education program.
 2. Travel Travel leaves may be granted for educational purposes.
 3. Opportunity Leave Unit members may be eligible for an opportunity leave for the purpose of improving job-related skills and knowledge benefiting the unit member and the District.
 4. Service to Other Public Agencies Unit members may serve another public agency in a capacity benefiting the District and the unit member which may include elected or full-time public service positions.
 5. Other Leaves Unit members may be granted leave for the purposes that benefit the District.
 6. Service to Professional Associations (excluding employee associations) Unit members may be granted a leave for the purpose of serving a local, state, or national professional organization in an elected or staff capacity.
- C. Leaves shall be granted for:
1. Parental Leave A leave of absence without pay will be granted for the purpose of childbearing, adoption, and/or child rearing. The following types of parental leaves are available:
 - a. Pregnancy A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and except in cases of unforeseen circumstances, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.
 - b. Male Parental Responsibility A male unit member is entitled, upon request and verification of child's birth date, to a long-term parental leave to begin at any time between the birth of his child and one (1) year thereafter.
 - c. Adoption A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving defacto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption including any court appearance.

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2. Home Responsibility Leave An unpaid leave of absence may be granted when there is a demonstrable need for the service of a unit member in caring for a member of their immediate family as defined in Section 7 of this Article.
3. Opportunity to Substitute A unit member on parental leave or home responsibility leave of absence may be employed as a day-to-day substitute.
4. Health Leave Upon exhaustion of all paid leaves, a health leave without pay will be granted to a permanent unit member upon submission of a physician's statement of the unit member's incapacity. Return to duty is dependent upon a physician's written approval to resume normal duties as reviewed by the District's physician in consultation with the unit member's physician.
5. Family Care Leave/Family and Medical Leave Act
 - a. For purposes of this section only, the following definitions shall apply:
 - (1) Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a unit member standing "in loco parentis" who is either under eighteen (18) or age eighteen (18) or older and incapable of self-care because of a mental or physical disability at the time the FMLA leave is to commence.
 - (2) Parent means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood "in loco parentis" to the unit member when the unit member was a child.
 - (3) Spouse means the legal husband or wife of a unit member.
 - (4) Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider. Under the FMLA, the continuous treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or a chronic health condition. Other conditions may meet the definition of continuing treatment.
 - (5) Health Care Provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which he/she practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services.
 - (6) Covered Service member means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Family Care/ FMLA Leave to care for

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

- b. With the exception of Family Care Leave taken for the purposes of parental leave as set forth in Section (e) below, Family Care Leave shall be granted, subject to the restrictions set forth in this section, to a unit member who has served the District for at least one (1) continuous year and has provided at least one-thousand two-hundred fifty (1,250) hours of service in the twelve- (12-) month period prior to the request for such leave. Family Care Leave may be granted only for the following reasons:
 - (1) Birth of a child of the unit member;
 - (2) Adoption of a child by the unit member;
 - (3) Foster care placement of a child with the unit member;
 - (4) Care of a child, parent, spouse, or domestic partner who has a serious health condition;
 - (5) Unit member's own serious health condition;
 - (6) Military Caregiver Leave; or
 - (7) Qualifying Exigency Leave.
- c. Any Family Care Leave a unit member takes will be counted concurrently towards the unit member's annual leave entitlements under the Federal Family and Medical Leave Act (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
 - (1) Family Care Leave granted for the birth, adoption or foster care placement of a child must be initiated within one (1) year of that birth, adoption or foster care placement.
 - (2) A unit member may use sick leave for purposes of parental leave for a period of up to twelve (12) workweeks.
 - (3) When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act "~~CFRA~~," the unit member shall receive fifty percent (50%) differential pay for the remaining period for up to twelve (12) workweeks of parental leave.

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- (4) The leave available to both full-time and part-time unit members who have completed twelve (12) months of employment with the District. There is no requirement that the employee work one thousand two hundred fifty (1,250) hours in the previous twelve (12) months.
 - (5) This paid leave runs concurrently with unpaid parental leave under CFRA and the ~~f~~Federal Family and Medical Leave Act (FMLA) for a total of twelve (12) workweeks during any twelve (12) month period.
 - (6) This parental leave is available to both parents and/or registered domestic partners. However, if both parents and/or registered domestic partner are District employees, they have a combined twelve (12) weeks period and must decide how to share the twelve (12) weeks of parental leave. These unit members will continue to be eligible to take the remainder of their individual twelve (12) week allotment for Family Care Leave for a purpose other than the birth, placement for adoption or foster care of a child.
- f. Family Care Leave Related to Serious Health Condition of Unit Member, Spouse, Domestic Partner, Parent or Child Leave related to the serious health condition of the unit member or his/her child, parent, spouse or domestic partner may be taken intermittently or on a reduced work load schedule when medically necessary. In such a case, the unit member may be required to take the leave for periods of particular duration of the planned medical treatment.
 - g. Military Caregiver Leave: An eligible employee who is a spouse, son, stepson, daughter, stepdaughter, parent, or next of kin of a covered servicemember with a serious injury or illness up to a total of (twenty-six) 26 workweeks of unpaid leave during a single (twelve-) 12-month period to care for the servicemember. An eligible employee may take more than one period of ~~(twenty-six)~~ (26) workweeks of leave to care for a covered servicemember with more than one serious injury or illness only when the serious injury or illness is a subsequent serious injury or illness.
 - h. Qualifying Exigency Leave: A family member of a service member on covered active duty or call to active duty is eligible for up to (twelve) 12 weeks of unpaid leave during a (twelve-) 12-month period for qualifying exigencies arising out of the fact that the employee's spouse, son, stepson, daughter, stepdaughter or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Qualifying exigencies include: Short notice of deployment; military events and related activities; childcare and related activities; financial and legal arrangements; counseling; and post deployment activities. An employee may also take up to five (5) days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.
 - 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

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leave. In the case of an emergency, when written notice and request for leave cannot be provided in advance, written notice must be provided as soon as practicable. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member should make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of District operations, subject to the approval of the appropriate health care provider.

- (1) In conjunction with any written notice and request for Family Care Leave due to the serious health condition of the unit member or to care for a child, spouse, domestic partner or parent to his/her immediate supervisor certification from the health care provider of the person requiring care that includes:
 - (a) Date the serious health condition commenced;
 - (b) Probable duration of the condition;
 - (c) Estimate of the amount of time the health care provider believes the unit member needs to care for the individual, if the leave is due to the serious health condition of a child, spouse, domestic partner or parent; and
 - (d) Statement that the serious health condition either warrants the participation of the unit member to provide care or renders the unit member unable to perform his/her job functions.
 - (2) If Family Care Leave is required beyond the initial estimated date provided by the health care provider, the unit member shall submit a new written notice and request for Family Care Leave before any additional leave will be granted. In addition, the unit member must submit a new certification from the relevant health care provider.
 - (3) If the District has any reason to doubt the validity of any health care provider's certification, the District may require, at its own expense, that the unit member obtain the opinion of a second health care provider designated by the District. In the event the second health care provider's opinion differs from the original certification, the District may require, at its own expense, that the unit member obtain the opinion of a third health care provider approved jointly by the District and the unit member. The opinion of the third health care provider shall be final and binding on the District and the unit member.
- j. Return to Work As a condition of reinstatement for a unit member who has taken Family Care Leave because of his or her own serious health condition, the unit member must provide the District with a certification from his/her health care provider certifying that the unit member is able to resume work.
- k. Reinstatement to Position A unit member returning from a Family Care Leave/ FMLA leave shall be reinstated to the same position he/she held when the leave began or to an equivalent position with equivalent pay and other terms and conditions of employment. The District, however, shall not be required to reinstate a unit member returning from a Family Care Leave if, during the unit member's leave, the same or comparable position

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ceases to exist because of legitimate business reasons and, had the unit member not taken Family Care Leave, he/she would not otherwise have been employed at the time reinstatement is requested. A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to his/her seniority. Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member.

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

Section ~~10~~ 11: REINSTATEMENT UPON RETURN FROM LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

- A. Health and Pregnancy Leaves A unit member returning from leave ~~shall be:~~
1. 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.

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

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

1. 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 his/her seniority. Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member.

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

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

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

A. Travel, Opportunity, Service To Other Public Agencies, Service To Professional Associations (Excluding Employee Associations) and Other Leaves Upon expiration of the authorized leave, the unit member shall be placed at the top of the eligibility list for his/her job class for one (1) year. When vacancies occur in his/her job class, the unit member shall be considered with the top five (5) eligibles on the list.

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

Section 12: PERSONAL BUSINESS ABSENCE

A. Two-Hour Absence (Paid)

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

B. Two-Day Absence (Paid)

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

C. One-Month Absence (Unpaid)

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

Section ~~12~~ 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 ~~13~~ 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 his/her immediate family or that of the spouse.

Section ~~14~~ 15: MILITARY LEAVE

- A Unit member shall be granted a military leave of absence for the period of required service. A unit member granted military leave of absence who has a minimum of one (1) year of service with the District immediately prior to the date on which the leave begins shall be entitled to receive his/her salary for the first thirty (30) calendar days of military duty.
- B. Unit members assigned less than a twelve- (12-) month work year should request military duty training orders for periods other than their assigned work year or provide satisfactory documentation that this requirement could not be satisfied.

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- C. Return from Long-Term Military Leave. The unit member, upon release from active duty, shall have the right to return to his/her position after release from active military duty in accordance with the following:

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

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

Section ~~15~~ 16: FAMILY SCHOOL PARTNERSHIP ACT LEAVE

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

Section ~~16~~ 17: JURY DUTY

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

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

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Section ~~17~~ 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 thereof which court appearance is not required as specified below.

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

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

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

Section ~~20~~ 21: CLASSIFIED CATASTROPHIC LEAVE BANK [Effective November 14, 2007]

- A. The purpose of the Classified Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by unit members suffering from a catastrophic illness or injury.
- B. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from reporting for duty. Unit members who may not perform their regular duties, but who are able to perform alternate or modified work are not eligible for catastrophic leave unless the District is unable to provide such alternative or modified work.
- C. Membership in the Catastrophic Leave Bank
 - 1. The unit member who wishes to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one full salary vacation day to the bank annually, in order to be a member of the Bank for the calendar year in which the donation is made. However, nothing herein shall preclude a unit member from making greater than a one (1) day donation annually.

The proposed changes to Section 21.C.2 below are contingent on reaching agreement of identical language with CSEA Chapters 788, 759, and 724.

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

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~~Division Head or designee~~, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.

4. The Parties encourage unit members who may be eligible for disability payments under the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to apply for benefits at their earliest opportunity. Upon approval of PERS or STRS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.

E. General Provisions

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

- F. Either Party may request a review of the program annually, in October, and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Association and adoption by the Board of Education. If during the annual review, it is determined that ~~that the~~ 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.

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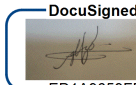
- G. The provisions of Sections 20.D.3. and 20.E.5. which relate to the application process and the approval of applications for the use of days from the leave bank shall not be subject to the grievance procedures contained in Article 14 of this Agreement.

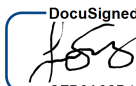
FOR THE DISTRICT:

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 June 13, 2023
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Kristie Jones Date
Director, Labor Relations

DocuSigned by:
 June 13, 2023
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Melissa Lucio Date
Director, Human Resources

FOR OSS:

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 June 14, 2023
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Gabriel Huezo Date
President, Chapter #724

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Jose Sanchez Date
Labor Relations Representative, CSEA

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Tentative Agreement
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #724
on behalf of the
Operational Support Services Bargaining Unit (“OSS”)

May 5, 2023

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 EVALUATION

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

Section 2: SCHEDULED PERFORMANCE EVALUATIONS

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

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

- B. At the time of hire or upon appointment to a new classification, each classified unit member shall be given a copy of his/her official ~~and~~ District job description and detailed information about the District's Performance Evaluation Report form, procedure and job performance standards.

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- C. Prior to preparing the final Performance Evaluation Report, ~~t~~The supervisor will prepare a draft of the Performance Evaluation rReport for conferring discussion with the unit member. During this conference, the unit member and supervisor will review the evaluation which may result in its modification of the draft. The final Performance Evaluation Report will then be prepared and signed by the supervisor and the unit member. Supervisors shall discuss performance standards for the next evaluation period.

Section 3: SPECIAL PERFORMANCE EVALUATION

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

Section 4: COUNSELING

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

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

Section 5: MISCELLANEOUS PROVISIONS

- A. Signing of the Performance Evaluation Report may not necessarily mean the unit member is in agreement with the evaluation but shall signify that he/she has reviewed the evaluation and has received a copy of it. All Performance Evaluation Reports will be forwarded to the unit member's permanent personnel file.
- B. No evaluation shall be made based on statements that cannot be investigated and verified.
- C. Performance Evaluation Reports will not impact a unit member's right to request a transfer.

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- D. Performance evaluations shall not be used in place of disciplinary action.
- E. Any changes in performance standards will be made known in writing to affected unit members before implementation.

Section 6: EVALUATION APPEALS

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

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

FOR THE DISTRICT:


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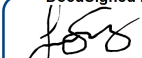
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Tentative Agreement
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #724
on behalf of the
Operational Support Services Bargaining Unit ("OSS")

February 27, 2023

14. GRIEVANCE PROCEDURE

Section 1: DEFINITIONS

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

Section 2: LEVEL ONE: INFORMAL RESOLUTION - IMMEDIATE SUPERVISOR

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

Section 3: LEVEL TWO: PRINCIPAL/DEPARTMENT HEAD

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

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

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- B. The grievance shall be filed on a form found in Appendix D, and is also available from the Association Representative or Labor Relations Division ~~Human Resource Services Division~~. The written grievance shall contain:
1. A description of the specific grounds of the grievance, including names, dates, times and places necessary for a complete understanding of the grievance.
 2. Citations of the provision or provisions of this Agreement which are alleged to have been violated, misinterpreted or misapplied.
 3. A listing of the reasons why the supervisor's proposed resolution of the problem is unacceptable.
 4. A listing of the specific action(s) requested of the District which will afford an appropriate remedy to the grievant.
- C. Upon receipt of the written grievance, the administrator shall schedule a meeting to discuss the issues raised in the grievance. The meeting shall be conducted within ten (10) workdays from the date the grievance is received by the administrator. The purpose of this meeting shall be to explore all sides of the issues giving rise to the grievance and to attempt to find a mutually-acceptable solution. The grievant shall have the right to be accompanied by his/her Association Representative at all scheduled meetings.
1. If a mutually-acceptable resolution is reached at the meeting, the administrator shall initiate implementation of the resolution within five (5) workdays.
 2. If a resolution is not reached at the meeting, the administrator shall issue a written response within ten (10) workdays of this meeting.

Section 4: LEVEL THREE: FORMAL - DISTRICT LEVEL

- A. The grievant may appeal the decision rendered by the principal or department head by filing the grievance form with the ~~Human Resources Division~~ Labor Relations Division within ten (10) workdays after receiving the 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 and conducted within (20) workdays by the appropriate administrator in the Labor Relations Division or designee ~~within ten (10) workdays~~ after receipt of the grievance. ~~A conference shall be held within ten (10) workdays of scheduling or another date by mutual agreement of the Parties.~~ All parties may be represented at the conference.
- D. Within ten (10) workdays after the conference with the grievant, the appropriate manager in the ~~Human Resources~~ Labor Relations Division shall render a proposed written decision, copies of which shall be sent to the grievant's principal or department head and the Association.

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- E. Once a grievance claim reaches ~~Step 3~~ 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 the meeting, the Division Head, ~~Human Resource Services Division~~ 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 ~~Step 3~~ 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 ~~Step 3~~ Level Three, the Association or the District may request that the State Mediation and Conciliation Service appoint a mediator to mediate the grievance. Any such request shall be made within fifteen (15) workdays after a ~~Step 3~~ Level Three decision is rendered. Within ten (10) workdays of receipt of a request for mediation the District ~~or the Association~~ shall file with the State a request for mediation, ~~and notify the other party of filing the request so as not to duplicate the work.~~ When necessary, timeline periods in ~~Steps 3~~ Levels Three and Four 4 will be automatically extended to meet the time constraints of the mediator.

Section 6: LEVEL FIVE: BINDING ARBITRATION

- A. If a grievance is not resolved at Level Three ~~Step 3~~ or ~~Step 4~~ Level Four, only the Association, upon written request of the grievant(s), may request a hearing before an arbitrator. The request shall be filed in the ~~Human Resource Services Division~~ Labor Relations Division within fifteen (15) workdays after the written decision of the division representative becomes effective. is rendered at Level Three or 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 Division Head, ~~Human Resource Services Division~~, 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 shall be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be by lot.
- C. The costs of arbitration shall be borne as follows:
 - 1. The District and the Association shall share equally in the payment for the services and expenses of the arbitrator.

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2. During any arbitration hearing conducted under this Agreement, the District agrees to release unit members without loss in compensation up to a single grievant and up to two (2) witnesses, unless otherwise mutually agreed between the parties.
3. Upon mutual agreement, a qualified stenographic reporter shall be employed to record verbatim the hearing. Without mutual agreement, either party may employ and compensate such a reporter.

D. Powers and limitations of the arbitrator shall be as follows:

1. The functions of the arbitrator shall be:
 - a. to hold a hearing concerning the grievance, and
 - b. to render a binding decision, within a reasonable period of time.
2. The arbitrator shall have the power to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.
3. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.
4. No decision rendered by the arbitrator shall be retroactive beyond forty-five (45) workdays prior to the timely filing of the level 2 grievance, specified in Section 3.A of this article ~~the beginning of the last payroll period to the fifteen (15) workday period for filing a grievance specified in Step 2 of this grievance procedure.~~ The arbitrator shall have no power to render an award in any grievance arising before or after the effective date of this Agreement.

Section 7: GENERAL PROVISIONS

- A. A bargaining unit member involved in the filing of a grievance shall be provided such conference time for meeting with an Association staff representative, Association steward or other representative as defined in Article 3, Section 1, without loss of time, pay or benefits.
- B. If the representative of the grievant is a member of the bargaining unit, the district shall permit a reasonable amount of release time for the representative for the purpose of investigating and processing the grievance regardless of the outcome of the grievance.
- C. In addition to the conference time provided in Article 3, Section 2, and Article 14, Section 7.A., bargaining unit members involved in a grievance, or an Association steward also so involved, shall be allowed reasonable additional time for meeting with the district representative involved in trying to resolve the grievance as provided in Steps 1 and 2 of the Grievance Procedure.
- D. Designations of representatives will be in writing. Such designations shall be entered on the grievance form at Step 2.

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- E. No party may be required to discuss any grievance if his/her representative is not present.
- F. The time allowances set forth in this grievance procedure may be extended by mutual agreement of the grievant or the grievant's representative and the Division Head, ~~Human Resource Services Division~~ Labor Relations Division, or designee. Conferences specified at ~~Steps~~ Levels 2 and 3 may also be waived by mutual agreement.
- G. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding level ~~step~~.
- H. If the District does not render a written response within the limits set forth at any level ~~step~~ of the proceeding, the grievant may advance to the next step.
- I. By mutual agreement of the Association and the Division Head, ~~Human Resource Services Division~~ Labor Relations Division, grievances involving an action by an administrator above the level of principal or department head may be filed at Step 3.
- J. Grievances shall be filed on a mutually agreeable form which shall be provided and made available by the ~~Human Resource Services Division~~ Labor Relations Division and the Association.
- K. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- L. Wherever under this grievance procedure documents are required to be served or filed on one party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the party or the party's agent that the document was personally delivered, was deposited in the United States mail with first-class postage 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 ~~Human Resource Services Division~~ Labor Relations Division. A copy of the Proof of Service form may be found in Appendix D, and is also available from the Association Representative or ~~Human Resource Services Division~~ Labor Relations Division.
- M. All grievance documents will be maintained in the office of the Division Head, ~~Human Resource Services Division~~ Labor Relations Division, separate from grievant's other records.
- N. Grievances may not be filed to challenge the Employment Regulations for the Classified Service, the Board of Education Rules and Regulations or District Administrative Regulations and Procedures, the determination of classification or any provision of state, local, or federal law.
- O. In the event a unit member exercises his/her right to present a grievance without the intervention of the Association any resolution of the grievance shall not be inconsistent with the terms of this Agreement, nor shall the District agree to the resolution until the Association has received a copy of the grievance and of the proposed resolution and has been given five (5) workdays to file a response.
- P. No grievance shall be filed by a unit member after the effective date of separation from the District.
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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.

FOR THE DISTRICT:


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 June 13, 2023
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 Kristie Jones
 Date
 Director, Labor Relations

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 June 13, 2023
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 Melissa Lucio
 Date
 Director, Human Resources

FOR OSS:

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 June 14, 2023
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 Gabriel Huezo
 Date
 President, Chapter #724

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 Jose Sanchez
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Tentative Agreement
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #724
on behalf of the
Operational Support Services Bargaining Unit (“OSS”)

June 12, 2023

22. VISION 20230 OBJECTIVES: DISTRICT STAFFING PRIORITIES

~~The Board recognizes that the current budget crisis has resulted in the loss of numerous OSS bargaining unit positions, and that loss has been felt significantly by students and facilities. The Board District is committed to engaging all stakeholders educational partners in the development and achieving ment of Vision 20230 and the District’s strategic priorities, including achieving safe and well-maintained facilities and hiring and maintaining quality support staff. To that end, the District will work with OSS to explore options regarding the restoration of OSS-classified bargaining unit positions.~~

The Parties intend to continue classification bargaining in order to make modifications to current bargaining unit classifications and/or to bargain new classifications as deemed necessary and appropriate for District operational needs.

Vacated positions will be staffed in accordance with relevant articles within this Agreement and in alignment with the Employment Regulations of the Classified Service of the San Diego Unified School District.

The District agrees to include a standing item to the Contract Administration Committee (CAC) monthly agenda for the 2023-2024 school year to address workload concerns as they relate to specific sites or departments.

FOR THE DISTRICT:


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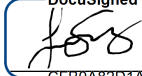
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Tentative Agreement
Between
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And
California School Employees Association and its Chapter #724
on behalf of the
Operational Support Services Bargaining Unit (“OSS”)

May 5, 2023

23. EFFECT OF AGREEMENT

Section 1: ZIPPER CLAUSE

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

Section 2: SUPERSESSSION CLAUSE

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

Section 3: SAVINGS CLAUSE

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

Section 4: CHANGES, AMENDMENTS, AND SUPPLEMENTS

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

Section 5: RATIFICATION AND IMPLEMENTATION

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

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Section 6: CONTINUATION OF EXISTING RIGHTS

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

Section 7: REOPENER AND DURATION CLAUSE

This Agreement shall become effective on July 1, 20~~17~~ 22, and will remain in effect until June 30, 20~~20~~ 25.

Either party may provide written notice on or before March 1 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.

FOR THE DISTRICT:

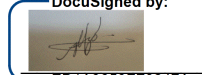
DocuSigned by:

June 13, 2023
Date
Kristie Jones
Director, Labor Relations

DocuSigned by:

June 13, 2023
Date
Melissa Lucio
Director, Human Resources

FOR OSS:

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June 14, 2023
Date
Gabriel Huezo
President, Chapter #724

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June 14, 2023
Date
Jose Sanchez
Labor Relations Representative, CSEA

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**Memorandum of Understanding
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #724
on behalf of the
Operations Support Services (“OSS”)**

June 12, 2023

TERM AGREEMENT

WHEREAS, the current Collective Bargaining Agreement (Agreement) between the Parties expired on June 30, 2021; and the Parties wish to continue negotiations prospectively; and

WHEREAS, the Parties wish to continue successor negotiations prospectively from July 1, 2022; and

WHEREAS, the Parties representatives have met and discussed a one (1) year term for a Collective Bargaining Agreement; and

WHEREAS, this Parties agree that this Memorandum of Understanding shall serve as a historical record to acknowledge changes that became effective during the expired contract period of July 1, 2021 through June 30, 2022; and

NOWTHEREFORE, the Parties agree to the following:

1. The Parties agree to a one (1) year term agreement from July 1, 2021 through June 30, 2022 with the following adjustments to Article 7, Section 1 - Wages, Salary Rates:

- a. Effective July 1, 2021, all salary schedules and corresponding rates of pay shall be increased by 4%.

**This 4% salary increase was previously implemented pursuant to Article 7 - Wages, Section 1.B.1.b.*

2. All other terms and conditions of the above referenced collective bargaining agreement shall be included in this Agreement and remain in full force and effect.
3. Nothing in this agreement shall be construed as limiting any rights of the parties retained under the provisions of the Educational Employment Relations Act.

FOR THE DISTRICT:

DocuSigned by:



June 13, 2023

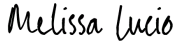
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Gabriel Huezo

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President, CSEA Chapter #724

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June 14, 2023

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Jose Sanchez

Date

CSEA Labor Relations Representative

**Memorandum of Understanding
Between
San Diego Unified School District
And The
California School Employees Association and its Chapter #724
On behalf of the
Operational Support Services Bargaining Unit ("OSS")
Regarding an Anniversary Stipend for 2020-2021 and 2021-2022**


June 14, 2023

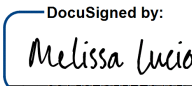
This Memorandum of Understanding is entered into by and between the San Diego Unified School District (hereinafter, "District") and the California School Employees Association and its Chapter #724 on behalf of the Operational Support Services ("OSS") Bargaining Unit, collectively referred to as the "Parties".

The Parties agree as follows:

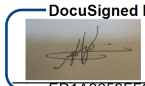
1. Effective July 1, 2020, a unit member in an active monthly bargaining unit assignment and with twenty-two (22) or more years of qualifying monthly District service completed as of December 1 of a fiscal year will receive an annual lump sum anniversary stipend in a separate pay warrant payable prior to October 10.
 - a. Unit members that meet the criteria in item 1 and who are in a monthly assignment of four (4) or more hours per day shall receive a lump sum anniversary stipend of two-thousand five-hundred dollars (\$2,500).
 - b. Unit members that meet the criteria in item 1 and who are in a monthly assignment of less than four (4) hours per day shall receive a lump sum anniversary stipend of one thousand two hundred fifty dollars (\$1,250).
2. This longevity stipend will be incorporated into the Parties' Collective Bargaining Agreement that is effective July 1, 2022, and is subject to the same percentage increase(s) by which the salary schedule is increased, as set forth in the Parties' Collective Bargaining Agreement, Article 7, Section 1. Current longevity rates shall be maintained on the District's website.

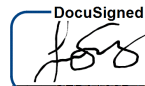
FOR THE DISTRICT:

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June 14, 2023
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Kristie Jones Date
Director, Labor Relations

DocuSigned by:

June 14, 2023
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Melissa Lucio Date
Director, Human Resources

FOR OSS:

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June 14, 2023
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Gabriel Huezo Date
President, Chapter #724

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June 14, 2023
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Jose Sanchez Date
Labor Relations Representative, CSEA