7-1-1985

San Diego Unified School District and Classified Employees Association, National Education Association (1985)

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San Diego Unified School District and Classified Employees Association, National Education Association (1985)

**Location**
San Diego, CA

**Effective Date**
7-1-1985

**Expiration Date**
6-30-1988

**Number of Workers**
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**Employer**
San Diego Unified School District

**Union**
Classified Employees Association

**NAICS**
61

**Sector**
Local government

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SAN DIEGO UNIFIED SCHOOL DISTRICT

COLLECTIVE NEGOTIATIONS CONTRACT BETWEEN SAN DIEGO UNIFIED SCHOOL DISTRICT and the PARAPROFESSIONAL BARGAINING UNIT

SAN DIEGO, CALIFORNIA

Effective July 1, 1985 to June 30, 1988
COLLECTIVE NEGOTIATIONS CONTRACT
BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND THE
PARAPROFESSIONAL BARGAINING UNIT

The following contract has been reached by designated representatives of the Board of Education and the Classified Employees Association in accordance with the California Educational Employment Relations Act.

Date: May 6, 1986
R. Ann Stombs
Representative, Board of Education

Ratified by Board of Education
Date: 5/6/86
Susan A. Davis
President, Board of Education

District Negotiations Team:
William Fox
William Hoover
Henry Lawrence
Jan Mohney
Ruth Peshkoff
Stanley Wilson

Paraprofessional Negotiations Team:
Steven Beard, alternate
Charlotte Brown
James Carvalho
Mary Cloud
Mildred Malone
Geneva Peterson, alternate
Gloriajean Silveria

Date: May 6, 1986
Doris Nielsen
President, Classified Employees Association

Ratified by Classified Employees Association
Date: 5/6/86
Steven Kaplan
Representative, Paraprofessional Bargaining Unit
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I. AGREEMENT

The articles and appendices contained herein constitute the Agreement by and between the San Diego Unified School District, hereinafter referred to as "District" and the Classified Employees Association/NEA, hereinafter referred to as "Association," and employee organization representing the Paraprofessional employees of the San Diego Unified School District.
II. RECOGNITION CLAUSE

Section 1: RECOGNITION

A. The District recognizes the Classified Employees Association as the sole and exclusive bargaining representative for all employees employed in the Paraprofessional Bargaining Unit in accordance with the certification issued by the Public Employment Relations Board on June 9, 1985, in Case No. LA-R-888 pursuant to a PERB-conducted, secret ballot election.

B. The exclusive bargaining representative recognizes the Board of Education as the duly elected representative of the people and agrees to negotiate only with the duly authorized representative designated by the Board of Education to act in its behalf.

Section 2: BARGAINING UNIT COMPOSITION

A. Inclusions:

All monthly employees in the following paraprofessional job classes:

Auditory Assistant  
Career Technician  
Classroom Intern  
Community Aide I  
Community Aide II  
Community Aide Trainee  
Guidance Aide  
Health Aide I  
Health Aide II  
Hearing Technician  
Instructional Aide Coordinator  
Instructional Aide (Athletics, Bus, Classroom, Non-Classroom, Child Development, Special Education, Supervision, Water Safety)  
Instructional Aide II (terminal)  
Instructional Aide Trainee  
Park Program Aide  
Program Resource Aide  
Project Aide  
Race/Human Relations Outdoor Education Aide  
Special Education Assistant

B. Exclusions: All other employees including management, supervisory, and confidential employees as defined in the Educational Employment Relations Act.

Section 3: NEW CLASSIFICATION

When a new classification assigned work reasonably related to that done by other classifications covered by this Agreement is established, the Association will be notified in writing and the District will, upon request, consult as to whether such classification should be included in the bargaining unit. Disagreements shall be resolved exclusively by appeal to the Public Employment Relations Board as provided by law.
III. EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES

Section 1: DUTY OF FAIR REPRESENTATION

The Association agrees to represent fairly all bargaining unit employees without regard to membership or participation or association with the activities of the Association or any other organization.

Section 2: ACCESS TO DISTRICT PREMISES

Association representatives, staff, and/or officials shall be granted access to District premises for the purposes of administration of this Agreement, the processing of grievances and for conduct of appropriate Association business under the following conditions:

A. Two-hour notice, unless otherwise mutually agreed, to the principal (for employees assigned to a school site) or department head (for employees not assigned to a school site), or, in their absence, their designee, shall be given in advance of the visit.

B. The principal or department head, or, in their absence, their designee, shall be notified immediately upon arrival of the Association staff representative and prior to the conduct of Association business. The Association staff representatives shall comply with all site/department procedures required of visitors.

C. Visits to employees or employee groups for the purpose of conducting appropriate and official Association business shall be confined to non-working hours. Nonworking hours are defined as before and after the assigned hours of work and during lunch periods and designated rest breaks. Visits shall be conducted in appropriate rooms, areas or work locations not impinging upon the work or privacy of other employees, with the location to be designated by the principal or department head or his/her designee. The District shall make every reasonable effort to provide a convenient and appropriate location suitable for the purpose of the Association staff representative's business.

D. Visits to employees for the purpose of processing grievances may be made during working hours by prearrangement with the principal or department head. The principal or department head shall provide a private area for such grievance processing. Such visits shall be scheduled at a time which will not interfere unreasonably with the operation of the District's business and will comply with notice rights stated in Section 2.A. of this Article.

Section 3: PRINTING AND DISTRIBUTION OF AGREEMENT

The District shall have copies of this Agreement printed and distributed to all present and new employees in the bargaining unit. The District will provide the Association, without charge, 50 copies of the contract per year.
Article III - Employee Organization Rights
Continued

Section 4: NONDISCRIMINATION

The District and the Association agree that no employee shall be discriminated against on account of membership or nonmembership in the Association.

Section 5: BULLETIN BOARDS

The District will allow the use of institutional bulletin boards in areas designated by the District and which are reasonably accessible to employees in the bargaining unit. The bulletin boards selected for this purpose shall be so located as to not be in plain sight of pupils and nonemployees and shall not be used for commercial advertising purposes. Posting shall be done by authorized Association representatives only.

Section 6: DISTRICT MAIL SERVICE

The Association shall be permitted use of the District mail service as follows:

A. A copy of information of a general nature which is to be distributed through the District mail service shall be simultaneously routed to the Employee Relations Office.

B. Use of the District mail service shall not interfere with the efficient operation of the District. The Association shall be responsible for placing all materials in the site/department mail bag at the Education Center mail room.

C. Items from the Association to be delivered by the District mail service shall bear organizational identification both on the outside cover and inside contents.

D. Items from the organization which are delivered through the District system shall be distributed by a member of the organization sending the material.

E. Use of the District mail service shall not violate United States postal regulations.

F. Where practical, each unit employee shall have a designated location(s) to receive mail. The site administrator shall, in consultation with the site representative, identify an appropriate location(s).

Section 7: BOARD OF EDUCATION AGENDA

The Association shall have the right to receive an advance copy of regular and special Board of Education meeting agendas.

Section 8: USE OF DISTRICT FACILITIES

The Association shall have the right to reasonable use of District buildings and facilities. Additional costs beyond normal operating expenses shall be borne by the Association.
Article III - Employee Organization Rights
Continued

Section 9: SENIORITY LISTINGS

The District will provide the Association one (1) copy each of seniority listings by current hire date and one (1) copy of seniority listings by base evaluation date as of October 15 and February 15 of each year.

Section 10: ALPHABETICAL ROSTER OF UNIT EMPLOYEES

The District will provide the Association with an alphabetical roster of unit members by location sequence, no later than December 1 of each year. This roster shall show the employee's name, home address, and telephone number. Available addresses and telephone numbers will be provided in those cases where privacy has not been requested.

Section 11: ASSOCIATION LEAVE

A. The Association shall have ninety (90) hours per fiscal year (July 1 - June 30) of leave for designated bargaining unit employees to utilize for Association business providing the Association reimburses the District at an appropriate substitute salary rate within thirty (30) days of billing.

B. The length and time of the leave shall be by mutual agreement of the Association and the Employee Relations Director in consultation with the site supervisor.

C. The Association shall submit written requests for all such leave sufficiently in advance, but not less than 48 hours prior to the intended absence, to ensure that consultation/notification can take place with the site and provisions made for substitute coverage.

Section 12: ASSOCIATION SITE REPRESENTATIVES

The District agrees to recognize employees duly appointed by the Association as site representatives who may conduct Association business appropriate to the administration of this contract and, conduct such other Association business not otherwise precluded by this Agreement. The Association will be allowed one (1) official Association site representative and one (1) alternate for each location which employs two (2) or more employees in this unit. Designated alternates shall act for the site representative only in the absence of the site representative. The Association shall designate its site representatives and alternates in writing and shall provide the District with a master list of site representatives and alternates not later than sixty (60) days after ratification of this contract. The District shall recognize such changes only upon official notification from the Association of the name and location of the change in Association site representatives or alternates. All such changes will be delivered to the Employee Relations Office for appropriate notification to site and District offices. All Association business performed by Association site representatives, other than that related to complaints and grievances, shall be conducted during nonworking hours.
Article III - Employee Organization Rights
Continued

Section 13: NEGOTIATIONS RELEASE TIME

A. The Association may designate not more than six (6) paraprofessional bargaining unit employees, including key witnesses, who will be empowered to negotiate with the District. When negotiations with the District are scheduled during the working hours of the paraprofessional unit employees, they will be released from work without loss of pay.

B. Release time for any other member of the Association not covered by this Agreement shall be subject to separate mutual agreement between the parties.

Section 14: RIGHTS GRIEVABLE

Rights granted by this Article III shall be grievable only by the Association.
IV. DISTRICT RIGHTS

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

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

A. "Employee" shall refer to all employees who are included in the Paraprofessional bargaining unit.

1. Permanent Employee. A classified service employee who has satisfactorily completed the one-year probationary period and who has been selected by the Board of Education as a permanent employee.

2. Probationary Employee. A classified service employee who is serving the one-year probationary period.

3. Restricted Status Employee. An employee employed under the Merit System Rules provisions which require the employment of persons under criteria which restrict the privilege of all citizens to compete for such positions.

B. "District" means the San Diego Unified School District.

C. "Board of Education" means the Board of Education of the San Diego Unified School District.

D. "Principal" means the chief executive officer of one or more schools, with total responsibility to manage all affairs of the school or schools including general control and supervision of all certificated and classified employees assigned to serve in the school.

E. "Department Head" means the chief executive officer of a non-school department, with total responsibility to manage all affairs of the department including general control of all certificated and classified employees assigned to the department.

F. "Superintendent" means the Superintendent of Schools of the San Diego Unified School District.

G. "Association" means the Classified Employees Association/NEA (CEA/NEA), an affiliate of the National Education Association (NEA).

H. "Division" refers to any of the following major District organizational units (divisions): School Operations; Community Relations and Integration; Personnel Services; Planning, Research and Evaluation; Educational Services; and Business Services. Division, when used in this Agreement, may mean either the major District organizational unit (division) or a particular division office empowered to render decisions, responses, or approvals on behalf of the division.

I. "Division Head" refers to the assistant superintendent in charge of a division, with total responsibility to manage all affairs of the division, including general control of all certificated and classified employees assigned to the division. In the case of the School Operations Division, each Area Assistant Superintendent shall be the division head for his/her assigned area.
Article V - Definitions
Continued

J. "Supervisor" means that person responsible for assigning work and evaluating performance of the bargaining unit member.

K. "Immediate Supervisor" means that person who oversees the performance of work previously assigned by the supervisor.

L. "Anniversary Date" shall be the first day of the month in the month hired for employees hired between the first and fifteenth of the month. For employees hired on or after the sixteenth of the month, the anniversary date shall be the first of the following month. The anniversary date shall be used to determine service increment and vacation entitlement.

M. "Workday" is any day when the central administrative offices of the District are open for business.

N. "Emergency" means any situation affecting the instructional program and/or the administration of the District which could not reasonably be anticipated.

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

P. All terms not defined in this Article V and other Articles in this Agreement shall be defined in their usual and customary sense.
VI. WAGES

Section 1: PARAPROFESSIONAL EMPLOYEES' SALARY SCHEDULE

The Paraprofessional Employees' Salary Schedule and the rules and regulations for the administration of the Paraprofessional Employees' Salary Schedule are contained in Appendix A. Rates contained in this schedule shall remain in effect until June 30, 1988, unless extended or modified by mutual agreement by the parties.

Section 2: RETROACTIVE COMPENSATION FOR 1985-86

Retroactive compensation shall be paid only to unit employees who were officially employed by San Diego City Schools at the time of ratification of this Agreement (May 6, 1986). Employees who retire between July 1, 1985 and ratification of this agreement (May 6, 1986) will receive retroactive compensation for time actually worked.
VII. HOURS

Section 1: WORKDAY AND WORKWEEK

A. The District recognizes the principle of an eight- (8) hour workday and a forty- (40) hour workweek for persons employed on a full-time basis. All workweeks begin at midnight on Sunday and end at midnight the following Sunday. Normally, the workweek shall consist of five (5) consecutive days' work and two (2) consecutive days off.

B. Employees working in Outdoor Education may be allowed to work a flexible forty- (40) hour work week schedule, not necessarily limited to the typical eight- (8) hour per day shift. Such flexible schedules shall be determined by the site administrator after granting the affected employees the opportunity to provide input.

Section 2: LUNCH PERIODS

Each employee assigned for six (6) or more hours per day shall be entitled to a duty-free lunch period of not less than thirty (30) minutes. Employees shall not be assigned standby or other duty during the lunch period and are free to leave the work location during the lunch period. The time of day and length of the lunch period shall be determined by the employee's supervisor. Normally, the lunch period shall be as close to the middle of the shift as feasible. Exception: Some positions as in the Special Education Department, 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 Personnel Services Division.

Section 3: REST BREAKS

Each employee assigned for more than three and one-half (3½) hours per day shall be entitled to a fifteen- (15) minute rest break approximately midway through the work period. Employees assigned for six (6) hours or more shall be entitled to a rest break approximately midway through the work period preceding the lunch period and again approximately midway succeeding the lunch period. Times when employees may take their rest periods shall be determined by the supervisor. Employees shall not leave their assigned work site during rest breaks without permission in advance from their supervisors.

Section 4: SHORTENING OF THE ASSIGNED WORKDAY

Employees shall not be permitted to shorten their workday by foregoing rest breaks and/or lunch periods.

Section 5: ESTABLISHING STARTING TIME

The employee's supervisor shall determine the starting time for the employee's workday. The starting time shall not vary from day to day within the workweek except as: (a) preestablished at the time of employment, (b) when mutually agreed to by the employee and the employee's supervisor, or (c) in an emergency. In a non-emergency situation, an employee will be given five (5) working days prior notice of a change in starting time.
Article VII - Hours
Continued

Section 6: OVERTIME

A. The District reserves the right to assign overtime to any employee in the unit and to compensate employees for overtime worked in accordance with the salary schedule rules and regulations set forth in Appendix A. Supervisors are encouraged to assign overtime to the person who normally performs the assigned duties.

B. Under normal circumstances, employees will be given twenty-four (24) hours advance notice of the need to work overtime. In emergencies, this advance notice will not be required. "Emergency" means any situation affecting the instructional program and/or the administration of the District which could not reasonably be anticipated.

C. The supervisor shall inform the employee as to the method of compensation, either compensatory time or overtime pay, at the time overtime work is assigned.

Section 7: SCHEDULED HOLIDAYS

A. The following paid holidays will be observed for 1985-86:

| July 4  | Thursday       | Independence Day |
| September 2 | Monday       | Labor Day        |
| September 9 | Monday       | Admissions Day*  |
| November 11 | Monday       | Veterans' Day    |
| November 28 | Thursday     | Thanksgiving Day |
| November 29 | Friday       | Declared Holiday |
| December 24 | Tuesday      | Christmas        |
| December 25 | Wednesday    | Declared Holiday |
| December 31 | Tuesday      |                |
| January 1  | Wednesday    | New Years        |
| January 20 | Monday       | Martin Luther King Day |
| February 14 | Friday      | Lincoln Day      |
| February 17 | Monday      | Washington Day   |
| May 26     | Monday       | Memorial Day     |

*A one- (1) day floating holiday to be used at any time during the employee's work year with prior approval by the principal or department head. This benefit shall apply only to those employees who were in a paid status on September 9, 1985.

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

C. Actual dates of observance in 1987-88 for the holidays enumerated in Section 7.A. of this Article shall be established through consultation between the District and the Association.
Article VII - Hours
Continued

Section 8: EMPLOYEE'S ASSIGNED WORK YEAR

An employee's assigned work year may be modified only in accordance with the provisions of Article 15 - Layoff and Reemployment.
VIII. HEALTH AND WELFARE BENEFITS

Section 1: ELIGIBILITY

A. Eligible employees are those active employees in monthly salaried positions of one-half (1/2) time or more or those employees on paid leaves receiving fifty percent (50%) or more of full salary. Employees on District-approved unpaid leaves may continue their health, dental, and/or life insurance coverage by remitting the required fee to the District. Employees in monthly salaried positions of less than one-half (1/2) time have the option to enroll for medical plan coverage by paying the required fee on a pro rata basis.

B. Eligible dependents are:

1. An employee's spouse who has not entered a final decree of divorce or an annulment from the employee and is not on active duty as a member of the armed forces.

2. An employee's unmarried child (including any stepchild or legally adopted child) who has not attained his/her nineteenth birthday, is not covered for benefits as an employee, and is not on active duty as a member of the armed forces.

3. An employee's unmarried child (including any stepchild or legally adopted child) who is 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 employee for support and maintenance, and attends an accredited college, university, or vocational/technical school as a full-time student. The vocational/technical school must be approved by the State Department of Education.

4. An employee's unmarried child (including any stepchild or legally adopted child) who is at least nineteen (19) years of age, is primarily dependent upon the employee for support and maintenance, and is incapable of self-sustaining employment because of mental retardation or physical handicap incurred prior to age nineteen (19).

C. Effective date and termination of coverage

1. Coverage commences on the first day of the month following the first day of paid service in a monthly salaried position of half time or more.

2. Dependent coverage commences on the same date as the employee's coverage or the date the dependent becomes an eligible dependent, whichever is later.

3. Employee coverage terminates on the last day of the month following the month in which paid service in a monthly salaried position ceases, except that if such paid service ceases in June or July, coverage will continue through September 30 of the same year.
Article VIII - Health and Welfare Benefits
Section 1.C. - Continued

4. Dependent coverage terminates on the date employee coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.

D. If an employee does not elect coverage for self and dependents under a District-sponsored medical and/or dental plan within 31 days of becoming eligible or allows such coverage to terminate, the employee will not have the opportunity to enroll for such coverage until the next open enrollment period.

Section 2: MEDICAL BENEFITS PLANS

A. The District will provide three (3) hospital, surgical, and medical benefit plan options to eligible employees and dependents:

1. Kaiser Foundation Health Plan A.

2. San Diego City Schools Medical Benefits Plan.


B. The District shall pay the full cost of the least expensive medical benefits plan offered under this Agreement for employees in monthly salaried positions of half-time or more. Employees selecting coverage under other than the least expensive medical benefits plan will contribute the difference, if any, in cost between their choice and the least expensive plan. No employee contribution will be required if this difference is less than one dollar ($1.00) tenths.

C. The San Diego City Schools Medical Benefits 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.

1. Effective May 1, 1986, the San Diego City Schools Medical Benefits Plan (Plan) will be amended to pay, after any required Deductibles, 100% of Hospital In-Patient charges when all of the following conditions are met:

(a) The disability being treated and the services provided by the Hospital are covered by the Plan.

(b) The Hospital has contracted with the San Diego Foundation for Medical Care (Foundation) to be a participant in the Foundation-sponsored San Diego Preferred Provider Organization (San Diego PPO).

(c) The Hospital charges paid by the Plan will be the contracted rates established in the San Diego PPO Hospital Agreement between the Foundation and the participating Hospital.
All other Limitations and Exclusions and all other provisions of the Plan will remain in effect, except that routine Hospital nursery charges for newborn babies will be covered at a San Diego PPO Hospital. A list of participating Hospitals is available in the Employee Benefits Office.

D. The Kaiser Foundation Health 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.

E. The Greater San Diego Health Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3: DENTAL BENEFITS PLAN

A. The District will provide three (3) dental benefit plan options to eligible employees and dependents:

1. San Diego City Schools Dental Benefits Plan

2. Pacesetter Dental Plan

3. Safeguard Dental Plan

B. The District shall pay the full cost of the least expensive dental benefits plan offered under this Agreement for employees in monthly salaried positions of half-time or more. Employees selecting coverage under other than the least expensive dental benefits plan will contribute the difference, if any, between their choice and the least expensive plan. No employee contribution will be required if this difference is less than one dollar ($1.00) tenths.

C. The San Diego City Schools Dental Benefits 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.

D. The Pacesetter Dental 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.

E. The Safeguard Dental Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 4: LIFE INSURANCE

A. The group term 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
Article VIII - Health and Welfare Benefits
Section 4.A. - Continued

force and effect for the duration of this Agreement. Annual salary shall be the monthly salary in effect on the last day of paid service times the number of months in the employee's normal assignment year.

B. Additional insurance may be purchased by the employee under conditions specified by the carrier and the District.

Section 5: VISION INSURANCE

Effective July 1, 1987, implement Vision Service Plan (Plan A) with a fifteen dollar ($15.00) deductible for eligible employees only.

Section 6: GENERAL

A. Benefits of the San Diego City Schools Medical Benefits Plan referred to in Section 2 and the San Diego City Schools Dental Benefits Plan referred to in Section 3 will be District-funded. The District-funded benefit fund will be subject to full guarantees as to its separate integrity from other District funds, and the fund shall be subject to audit by the internal auditor, independent District contract auditors, and the County auditor/controller. The Board of Education, as an elected body, shall provide for the management and control of the funds as a public trust. The District and the Association shall establish a special committee to review the annual audit statement for the purpose of determining the integrity of the benefit fund. Either party may request a quarterly meeting for audit review purposes.

B. Medical and/or dental records of employees and their dependents relating to benefit claims shall be maintained only in the San Diego Foundation for Medical Care, Kaiser, Greater San Diego Health Plan, Pacesetter Dental Plan, or Safeguard Dental Plan offices.

C. Under the San Diego City Schools Medical Benefits Plan and the San Diego City Schools Dental Benefits Plan, each spouse can cover the other as a dependent provided they are both employee members of the plan. Dependent children may be covered as dependents under both parents.

D. The San Diego Foundation for Medical Care shall serve as the processor for claims under the self-funded medical and dental plans of the District.

E. Employees and employees on leave of absence enrolled in the medical plans referred to in Section 2 or the dental plans referred to in Section 3 may elect to change plans only during the annual open enrollment period in November. Retirees, surviving dependents, and laid-off employees enrolled in the medical plans referred to in Section 2 may elect to change plans only during the annual open enrollment period in November.

F. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
G. A spouse of a deceased employee, or a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees' Retirement System), at the time of his or her death may continue participation in the medical plans referred to in Section 2. To qualify under this provision, all of the following requirements must be met:

1. The employee or retiree must have been covering his/her qualified dependents under one of the medical plans referred to in Section 2 at the time of his/her death.

2. The spouse must notify the Employee Benefits Office 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 Benefits Office 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.

H. Employees who are separated due to a reduction in force may continue their group medical coverage for up to twelve (12) calendar months beyond the date coverage would have normally terminated by paying the required fee to the District.
IX. SAFETY CONDITIONS OF EMPLOYMENT

Section 1: MAINTENANCE OF WORK LOCATIONS

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

Section 2: SAFETY EQUIPMENT, CLOTHING AND DEVICES

The District agrees to furnish safety equipment, clothing, and devices required to maintain a safe and healthy environment for its employees. In turn, all employees agree to comply with all safety rules, procedures, and precautions and to use all furnished or required safety equipment, devices or clothing.

Section 3: NOTIFICATION OF UNSAFE OR UNSANITARY CONDITIONS

Employees are encouraged to notify their supervisors of any unsafe or unsanitary condition at District work location(s). No reprisal shall be taken against any employee as a result of that employee's report of any unsafe or unsanitary condition.

Section 4: SITE SECURITY PLAN

Each site supervisor will be responsible for the development of a site security plan to protect employees from unauthorized intrusions or criminal activity on the site. Employees at the site shall be given the opportunity to provide input in the development of the plan.

Section 5: PHYSICAL THREAT OR ASSAULT/BATTERY

Employees shall immediately report to their supervisors threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment. The supervisor and other District personnel with assigned responsibilities shall take appropriate action and inform the employee affected of the action taken.
X. TRANSFER AND REASSIGNMENT

Section 1: DEFINITIONS OF TRANSFER AND REASSIGNMENT

A. A "transfer" is a voluntary change of an employee from one site or program to another site or program and generally not involving a change in classification.

B. A "reassignment" is an involuntary change of an employee from one site or program to another site or program with a different cost center.

Section 2: INITIATION AND APPROVAL OF TRANSFERS AND REASSIGNMENTS

A transfer may be requested by the employee affected. A reassignment may be initiated by the employee's supervisor or the Superintendent or his/her designee. The approval of the Superintendent or his/her designee is required before a transfer or reassignment is consummated.

Section 3: VOLUNTARY TRANSFER

A. Eligibility. A permanent employee becomes eligible for a voluntary transfer after having served six (6) months or more in his/her position. Any employee currently serving in a probationary or restricted status is not eligible to transfer.

B. Approval by Supervisor. Before being referred to a specific vacancy in which the employee is interested, he/she must submit a transfer request form which has been signed by the principal or department head.

C. Transfer to Positions in Different Classifications. An employee may request transfer to a position in a different classification if the position has the same or lower maximum rate of pay and is deemed to be sufficiently related in terms of skills, knowledge, and abilities.

Section 4: ORDER OF REASSIGNMENT

Classified employees who must be reassigned because of declining enrollment or reduction in staff shall be reassigned in order of least seniority within the job class, unless a volunteer in that class is available. Site employees in the affected classification should be made aware of the opportunity to volunteer for the reassignment.

Employees reassigned under this provision will be given their choice of existing vacant positions in their classification. If no vacancy exists, employees may exercise their rights under Article XV. Layoff and Reemployment.

Section 5: RETURN TO FORMER POSITION

A permanent employee who has vacated a position to accept a promotion and who during the first thirty (30) days of his/her probationary period requests to return to his/her former classification may be reinstated in permanent status in the former position or in a position equal in classification to the former position provided an appropriate vacancy exists.
Section 6: ADMINISTRATIVE REASSIGNMENT

An administrative reassignment may be requested by the employee's principal or department head when he/she deems a reassignment would be in the best interests of the District. Except in the case of emergency, the employee will be made aware of the proposed reassignment as soon as possible, but no less than five (5) working days prior to being reassigned. Upon request, an opportunity will be provided for the employee to meet with the appropriate division administrator to discuss the proposed reassignment.

Section 7: DECLINING ENROLLMENT

Classified employees who must be reassigned because of declining enrollment or reduction in staff shall be reassigned in order of least seniority within the job class, unless a volunteer in that class is available. An employee being reassigned shall not be required to participate in the competitive interview process.

Employees reassigned under this provision will be given their choice of existing vacant positions in their classification. If no vacancy exists, permanent employees will be given an opportunity to exercise their rights under Article XV. Layoff and Reemployment.

Section 8: CLOSING SCHOOLS

Employees who must be reassigned due to closing a school will be given their choice of existing vacancies in their classification. The order of choice shall be by seniority within classification. If no vacancy exists, permanent employees will be given the opportunity to exercise their rights under Article XV. Layoff and Reemployment.

Section 9: SCHOOL GRADE-SPAN ORGANIZATIONAL CHANGE

School grade-span organizational change occurs when one or more grade level(s) is/are added to or deleted from a school without changing the basic educational philosophy of the school. Examples: a K-6 elementary school becomes a K-5 elementary school; a 10-12 senior high school becomes a 9-12 senior high school; a 7-9 junior high school becomes a 7-8 junior high school. In a school grade-span organizational change, classified employees who were at the site before the grade-span change will be retained at the site unless a drop in enrollment causes the staffing need to decrease in the employee's classification. Displaced employees will be given their choice of existing district vacancies in their classification. The order of choice shall be by seniority within classification. If no vacancy exists, permanent employees will be given the opportunity to exercise their rights under Article XV. Layoff and Reemployment.

Section 10: SCHOOL REORGANIZATION

A grade-span change resulting in a change in the basic educational philosophy of the school. Examples: a 7-9 junior high school becomes a 6-8 middle
Article X - Transfer and Reassignment
Section 10 - Continued

In a school reorganization, classified employees who were at site before the reorganization will be retained at the site unless a drop in enrollment causes the staffing need to decrease in the employee's classification. Displaced employees will be given their choice of existing district vacancies in their classification. The order of choice shall be by seniority within classification. If no vacancy exists, permanent employees will be given an opportunity to exercise their rights under Article XV. Layoff and Reemployment.

Section 11: SCHOOL CONSOLIDATION

A school is consolidated when the existing educational program and pupils are removed from the facility and/or the school's attendance zone is substantially incorporated into one or more other school(s) attendance zone(s) adjacent to the attendance zone of the school being consolidated. Examples: A cluster of five adjacent K-6 elementary schools are consolidated on three sites; two K-6 elementary schools with adjacent attendance zones are consolidated on one site; two adjacent 7-8 junior high schools are consolidated on one site. When schools in adjacent attendance zones are consolidated, the classified staffing for the resulting school(s) shall be accomplished as follows:

A. The District shall identify the authorized positions by classification, special training, and experience appropriate to program needs of the consolidated school(s).

B. Classified employees in all of the schools affected by the consolidation may request placement in any of the identified position openings for which they have the required classification, training, and experience.

C. Up to five (5) position vacancies shall be selected by the principal or site supervisor from incumbent qualified classified employees in the affected schools.

D. For position vacancies other than those referred to in No. 3 above, incumbent qualified classified employees will be selected in order of their seniority.

E. Displaced employees will be given their choice of existing district vacancies in their classification. The order of choice shall be by seniority within classification. If no vacancy exists, permanent employees will be given the opportunity to exercise their rights under Article XV. Layoff and Reemployment.
XI. LEAVES

Section 1: SCOPE OF LEAVE POLICY

The District will provide to eligible employees the leaves set forth in this Article XI.

Section 2: SICK LEAVE

A. Eligible employees shall be allowed full-salary sick leave for personal illness, injury or exposure to contagious disease as set forth in the Education Code.

B. Full-time employees shall accrue eight (8) hours of sick leave for each month in their assignment year. Part-time employees 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 employee served during the day.

D. Full-salary sick leave not used shall be accumulated from year to year without limit.

E. New employees of the District accrue sick leave from the first 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 is accrued from the first of the following month. Sick leave will be accrued to the end of the month for a terminating employee 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 employee's last day of service is on or before the fifteenth (15th) of the month.

F. Employees may apply for sick leave benefits in advance of accrual up to a maximum of the current year's entitlement. Terminating employees who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of unearned sick leave taken.

G. In addition to full-salary sick leave, each employee shall be entitled to one-hundred (100) half-salary sick leave days each fiscal year. The combination of full-salary and half-salary sick leave shall not exceed the following limits:

- Ten- (10) month employees: 110 days
- Eleven- (11) month employees: 111 days
- Twelve- (12) month employees: 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 employees having full-salary leave in excess of the limits shown above.
Article XI - Leaves
Section 2 - Continued

H. When a permanent employee exhausts both full-salary and any half-salary sick leave 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. Request 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. In order to be eligible for sick leave compensation, employees must have provided their supervisors with prior notice of their intended absence due to illness or injury in accordance with established school/department procedures. Exceptions to this provision may be granted by the supervisor on an emergency basis where conditions made prior notification of absence impossible. The burden of proof shall rest with the employee.

K. Sick leave may not be used for medical/dental appointments unless such appointments are of an emergency nature or are necessary because of an illness, injury, or exposure to contagious disease.

Section 3: PERSONAL NECESSITY LEAVE

An employee may use up to six (6) days of accumulated full-salary sick leave benefits described in Section 3 of this Article XI in any school year in the following cases of personal necessity:

A. Death of a member of the immediate family (or that of the spouse). May be used after bereavement leave benefits are exhausted.

B. Accident involving the employee's person or property or that of his/her immediate family of such serious nature and involving circumstances the employee cannot be expected to disregard and which required the attention of the employee during his/her scheduled hours of service. Included would be imminent danger to the home of the employee occasioned by a factor such as fire or flood and demanding the attention of the employee during scheduled hours of service.

C. Appearance in court as a litigant or as a witness. The employee must return to work when it is not necessary for him/her to be absent for the entire day.

D. Serious or critical illness of a member of the immediate family calling for the services of a physician and of such an emergency nature that the immediate presence of the employee is required during the work day. For good cause, based upon suspected abuse, supervisors may require verification by a physician's statement.
Article XI - Leaves  
Section 3 - Continued  

E. Observance of a religious holiday of the employee's faith [limited to one (1) day per year]. Application must be filed no less than five (5) working days in advance of the religious holiday. The supervisor may require a notarized statement or other appropriate proof of observance of a religious holiday.

F. One (1) day of leave with full pay will be granted to a father upon birth of his child or to either parent to make final arrangements to adopt a child.

Section 4: LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

A. Long-term leave of absence without pay may be granted to permanent employees by the District for a period of up to one (1) year, and may be extended for a total period not exceeding two (2) full school years [twenty-four (24) months from the beginning date of the leave except as otherwise provided in this section]. Probationary employees are eligible only for military and maternity leaves.

B. Such leaves may be granted for:

1. Professional Study. A professional study leave without pay may be granted to an employee for a formal education program which offers a potential benefit to the District and the employee.

2. Parental. A parental leave of absence without pay will be granted to an employee for the purpose of childbearing and/or child rearing as follows:
   a. An employee who is pregnant will be entitled upon request to a leave to begin at any time after the commencement of pregnancy. The employee shall notify the Personnel Services Division in writing of the desire to take such leave, and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the employee's pregnancy or copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as her physician recommends provided that she is able to satisfactorily perform her required duties. Return from leave shall be determined mutually by the physician of employee and the District.
   b. A male employee is entitled, upon request and verification of birthdate to a leave to begin at any time between the birth of a child whom he has fathered and one (1) year thereafter.
   c. An employee adopting a child will be entitled, upon request, to a leave to commence at any time during the first year after
Article XI - Leaves  
Section 4.B.2.c. - Continued

receiving de facto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.

3. Health. All requests for health leave must be accompanied by a physician's statement of incapacity. Return to duty is dependent upon evidence of recovery as reviewed by the District's physician in consultation with the employee's physician.

4. Service to Other Agencies. Providing full-time services to other public agencies when such a leave determined by the District to be of mutual benefit to the District and the employee.

5. Travel.

6. Other Leaves. Other leaves determined by the Superintendent to benefit the school system.

C. The employee will retain any prior sick leave accumulated, but will accumulate no additional sick leave rights during the leave of absence.

Section 5: REINSTATEMENT UPON RETURN FROM LEAVE

A. Leaves for Health, Parental, or Professional Study. The employee shall retain seniority for purposes of reemployment or retention in the case of layoff and other agreed-upon seniority rights. An employee returning from leave shall be returned to the position formerly held, returned to a position of equal classification level and of similar requirements of ability and skills, or may request voluntary acceptance of a position in a lower salary grade. Leaves granted under this Section 5.A. shall not be considered a break in service for seniority purposes.

B. Leaves for Other Reasons. Upon expiration of the authorized leave, the employee 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 employee shall be considered with the top five (5) eligibles on the list. If not selected for a regular position during this one (1) year, the employee shall be terminated.

Section 6: PERSONAL BUSINESS LEAVE

A. An employee may be excused from duty subject to the approval of the supervisor for personal business for up to two (2) hours without loss of pay. For employees employed less than six (6) hours, the two hours shall be reduced proportionately.

B. Requests should be limited to medical/dental appointments and emergencies which cannot be handled outside the employee's regular work hours.
Article XI - Leaves
Section 6 - Continued

C. When urgent personal reasons demand an employee's absence beyond two (2) hours, he/she may be excused from duty without pay for a period not to exceed one (1) month. Approval must be obtained prior to the taking of the leave.

D. It is understood that the use of personal business leave is a privilege. Any employee who deliberately misuses personal business leave for purposes other than that specifically requested and approved by the supervisor or who is absent without authorization shall not be paid for the time absent and may be subject to disciplinary action.

Section 7: ABSENCE ON DISTRICT BUSINESS

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

Section 8: BEREAVEMENT LEAVE

Absence without loss of salary for a period not to exceed three (3) days, or five (5) days if out-of-state travel is required, or if in-state travel is required in excess of a 500-mile radius, may be granted to an employee upon death of a member of his/her immediate family (or that of the spouse).

In the event the abuse of bereavement leave is suspected, employees shall provide verification of the death of the immediate family member upon request.

Section 9: IMMEDIATE FAMILY

Immediate family as used in this Article XI shall include the following relatives of the employee or the employee's spouse: mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, or any relative living in the immediate household of the employee. Mother and father are defined to include stepmother and stepfather and court-appointed legal guardians.

Section 10: MILITARY LEAVE

A. Short-Term Military Leave [thirty (30) days or less]. Employees of the bargaining unit shall be granted a leave of absence without loss of pay for a period not to exceed thirty (30) calendar days for the purpose of engaging in ordered, temporary military training. Ten (10)-month employees who are members of military reserve units should request military duty training orders for periods when school is not in session or provide satisfactory documentation that this requirement could not be satisfied. Requests for short-term military leaves must be accompanied by a certified copy of the orders to military duty.

B. Long-Term Military Leave. Employees of the bargaining unit who are involuntarily inducted or recalled to active duty shall be granted a leave
of absence without pay for the period of required service. Voluntary induction or requested recall to active duty or voluntary reenlistment or other voluntary continuance of service shall not be acceptable reasons for a long-term leave of absence or for continuing such a leave. An employee granted long-term 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 salary for the first thirty (30) calendar days of ordered military duty. Thirty (30) days salary is defined as one (1) month's pay at the rate the employee was paid immediately prior to commencing long-term military leave.

C. Return from Long-Term Military Leave. An employee, upon release from active duty, shall have the right to return to the appropriate position at any time within six (6) months of the termination of that service. Upon such return, the employee 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 employee shall not be entitled to sick leave, vacation or salary for the period he/she was on leave except as noted in Section 5.B. preceding.

Section 11: HEALTH, DENTAL AND LIFE INSURANCE FOR EMPLOYEES ON UNPAID LEAVES

An employee on an unpaid leave of absence may elect to continue the District sponsored health, dental and/or life insurance plan in which he/she was enrolled immediately prior to going on leave. Employees electing such coverage shall deposit with the District the required premiums for the elected coverage in advance.

Section 12: VACATION

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

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Approximate Number of Vacation Days Per Year/Assignment Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12 mo.</td>
</tr>
<tr>
<td>1-48</td>
<td>8.00</td>
</tr>
<tr>
<td>49-108</td>
<td>10.40</td>
</tr>
<tr>
<td>109-120</td>
<td>11.07</td>
</tr>
<tr>
<td>121-132</td>
<td>11.74</td>
</tr>
<tr>
<td>133-144</td>
<td>12.41</td>
</tr>
<tr>
<td>145-156</td>
<td>13.08</td>
</tr>
<tr>
<td>157-or more</td>
<td>13.60</td>
</tr>
</tbody>
</table>

B. Employees in part-time positions shall earn vacation in proportion to the time their employment bears to a full-time position.

C. The maximum accumulation of vacation shall be twice the annual allowance provided in A. above. Vacation days accrued in excess of this provision shall be forfeited.
Article XI - Leaves
Section 12 - Continued

D. Upon separation, an employee shall be entitled to lump sum payment for all earned but unused vacation hours. Employees who terminate before serving six (6) months shall not be entitled to any earned vacation.

E. Employees shall schedule their vacation at the convenience of the District, and with the approval of the principal, department head, or division head, except that employees assigned to a ten-month workyear may be required to take their vacation during winter and spring recess periods.

F. Employees shall not take their vacations in increments smaller than one hour.

G. An employee who, while on vacation, has suffered a serious disability due to injury or illness requiring professional medical treatment and who has been confined to bed or seriously restricted in mobility by the attending physician for more than three (3) vacation days may request that sick leave credits be substituted for vacation during each day of such disability or restriction. A statement from a licensed physician fulfilling these requirements shall be submitted by the employee.
XII. PERFORMANCE EVALUATION PROCEDURE

Section 1: PROCEDURE

It is agreed that evaluation is the careful, systematic appraisal of employee work performance through the use of Performance Evaluation Reports, which provides a basis for employee counseling and assistance and which promote greater work efficiency along with high levels of employee morale. The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluation known to the employees.

Section 2: SCOPE OF EVALUATION

This procedure will be used for evaluating the work performance of restricted status, probationary, and permanent employees.

Section 3: SCHEDULED EVALUATION

A. Probationary Employees. Performance evaluation reports shall be submitted prior to the end of the third (3rd) month and one (1) month prior to completion of the probationary period.

B. Permanent Employees. Performance evaluation reports shall be submitted every two (2) years on the anniversary date of the employee's current assignment.

C. Restricted Status Employees. Performance evaluation reports shall be submitted prior to the end of the third (3rd) month, sixth (6th) month, and every two (2) years thereafter.

Section 4: PRE-EVALUATION COUNSELING

A. Prior to his/her first scheduled evaluation by a new supervisor, each classified employee shall be given information about the District's performance evaluation form and program and the supervisor's standards. Should the employee's performance fall short of the supervisor's standards, the supervisor shall conduct subsequent counseling and assistance to insure that the employee has reasonable time to improve his/her performance prior to the date of scheduled evaluation. Any supervisory changes in performance standards will be made known to all affected employees before implementation.

B. The employee's supervisor, as defined in Article VI of this agreement, has the authority and responsibility for the employee's performance evaluation.

C. If an immediate supervisor, as defined in Article VI of this agreement, has concerns regarding an employee's performance, the following steps are recommended:

1. A conference should be held between the employee and the immediate supervisor.
Article XII - Performance Evaluation Procedure  
Section 4 - Continued  

2. If mutual resolution does not occur, the supervisor should be informed.  

3. Upon request of any of the parties, the supervisor should schedule a conference to attempt to resolve the concerns.  

Section 5: UNSCHEDULED PERFORMANCE EVALUATION  

A. An unscheduled report for an employee may be prepared by his/her supervisor. Such evaluation reports may be used to provide a record of either a marked deterioration or a significant improvement in employee performance between regularly scheduled evaluations, or for recording formal commendations for outstanding performance.  

B. A permanent employee shall, upon request, have a special evaluation, provided at least twelve (12) months have elapsed since the employee's last evaluation.  

Section 6: OPPORTUNITY TO REVIEW AND DISCUSS  

The evaluation report shall be filled out and signed by the supervisor and discussed with the employee. The employee will sign the evaluation report certifying that he/she has had the opportunity to review and to discuss the rating entries prior to transmittal to the Personnel Division.  

Section 7: HIGHER LEVEL REVIEW  

All performance evaluations shall be reviewed by a designated reviewing official. Evaluations which do not meet standards shall be reviewed within the Personnel Division.  

Section 8: EVALUATION APPEALS  

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. When an employee believes that he or she has been unfairly or improperly evaluated, such employee shall have the right to submit a written signed rebuttal to the report which shall be attached to the evaluation report and included in the employee's permanent file.  

Section 9: PERSONNEL FILES  

A. Request To Review  

1. Materials in an employee's personnel file maintained at the employee's work location and/or in the Personnel Services Division, which may serve as a basis for affecting the status of his/her evaluation, are to be made available for the employee's review upon request, at a mutually agreed upon time, provided the review is conducted at a time when he/she is not actually required to render services to the District.
2. The employee shall make an appointment to review his/her personnel file at least two (2) working days in advance and the employer shall honor the request under normal conditions.

B. Right Of Representation

The employee may be accompanied by a representative while reviewing the records, which will be done in the presence of the administrator responsible for safeguarding these files, if maintained at the work location, or a Personnel Services Division Administrator, if maintained at the Education Center.

C. Placement Of Derogatory Material In Personnel Files

1. Material derogatory to an employee's conduct, service, or character shall not be entered in an employee's personnel file unless the employee is notified and given an opportunity to review and comment thereon. The employee's comments must be submitted within a ten (10) workday period.

2. The employee shall be given a copy of the material and shall acknowledge that he/she has read such material by signing and dating the original record. It is understood that his/her signature indicates only that the material has been read and does not necessarily indicate agreement with its contents.
XIII. GRIEVANCES

Section 1: PURPOSE

This grievance procedure is intended to supplement, but not supplant, normal and usual procedures for solving personnel problems. It is intended to enhance personal communications between employees and supervisors. Useful and necessary private meetings between District supervisors and the employees they supervise are encouraged. It is the intent of the parties to employ this grievance procedure after other means to satisfactorily solve problems have been unproductive.

Section 2: DEFINITIONS

A. A "grievance" is a claim by one or more specifically named employees 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 grieving employee or employees or the Association. The right of the Association to submit a grievance is limited to provisions delineating rights of the Association which are not appropriate topics for a grievance by an individual bargaining unit member. A "group grievance" may be filed on behalf of more than one specifically named employee when there are mutually agreed common questions of fact pertaining to the grievance of each employee. The requirements of timeliness set forth herein must be met by each employee named in a group grievance. Grievances may not be filed on behalf of unnamed bargaining unit members.

B. A "grievant" is an employee, a group of employees as defined in Section 2.A. of this Article or the Association when permitted under Section 2.A. of this Article.

C. 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.

D. A "complaint" is an informal assertion that a provision of this Agreement has been violated, misinterpreted, or misapplied and that the violation, misapplication, or misinterpretation adversely and directly affect the complainant.

E. "Division representative" means the division head or his or her designated representative.

F. "Workday" is any day when the central administrative offices of the District are open for business.

Section 3: INFORMAL LEVEL

A. Informal discussion of problems and a continuing interchange of views between employees and their immediate supervisors are encouraged.
Article XIII - Grievances
Section 3.A. - Continued

Employees and their immediate supervisors should attempt to resolve differences or dissatisfactions as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement.

B. If a satisfactory resolution of the problem is not reached during the Informal Level discussion, the employee shall have the right to file a written complaint with the employee's principal or department head. The written complaint shall be filed within fifteen (15) work days from the date the employee learned of, or reasonably should have known of, the act or omission giving rise to the complaint.

C. The complaint shall be filed on a form provided by the District and made available by the Association or the employee's principal or department head. The written complaint shall contain a clear and concise statement of the act or omission giving rise to the complaint. It shall also specify the date and place of the occurrence of said act or omission and it shall request a conference with the employee, principal or department head to discuss the complaint.

D. The principal or department head shall respond to the employee's written complaint within ten (10) work days from the date it is received by the principal or department head. During this ten- (10) workday period a conference shall be scheduled between the employee and the principal or department head at a date and time mutually agreed upon by these individuals. The employee shall have the right to be accompanied by his/her Association representative at all scheduled conferences for which a written request has been filed by the employee.

Section 4: FORMAL LEVEL

A. An employee, a group of employees when permitted by this Article, or the Association when permitted by this Article, may initiate a formal grievance by filing a completed grievance form with the office of Employee Relations within ten (10) work days after the principal's or department head's response to the employee's complaint. Information copies shall be sent to the grievant's principal or department head. Relevant information obtained during the Informal Level may be asserted. Unless otherwise mutually agreed to by the parties, formal grievances may be initiated only after the Informal Level procedures contained in Section 3 have been completed.

Grievance information shall include:

1. A description of the specific grounds of the grievance, including names, dates, 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 principal's or department head's proposed resolution of the problem is unacceptable.

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Article XIII - Grievances
Section 4.A. - Continued

4. A listing of the specific actions requested of the District which will afford remedy to the grievant.

5. A request for a conference with the division head or his/her designated representative who has jurisdiction over the matter which is the subject of the grievance, if desired.

B. The Employee Relations Director shall determine which division has jurisdiction.

If the division head or his/her designated representative desires, he/she may request a conference at Step 2. The request must be granted. The grievant, the party in interest, if any, and the division representative shall have the right to request the presence of a representative or representatives at any meeting called in accordance with subsection 4.A.5.

C. If a conference is desired by either party in accordance with Section 4.A. or 4.B. of this Article, it shall be held by the division head or his/her representative within five (5) working days after receipt of the written grievance.

D. Within ten (10) working days after the conference with the grievant, or within fifteen (15) working days of the receipt of the completed grievance form, whichever occurs earlier, the division head shall render a proposed written decision, copies of which shall be sent to the grievant's principal or department head, and the Employee Relations Director. In any case in which the Association did not have a representative present at Step 2, the Association shall have five (5) workdays to review the decision of the division head or his/her representative and to file a response if desired. If the Association files a response, the division representative shall have five (5) workdays to consider that response and make any revisions to the proposed written decision. If no response is filed by the Association, the decision of the division representative shall become the division representative's final decision on the sixth (6th) working day following the rendering of the written decision of the division representative.

Section 5: ADVISORY ARBITRATION LEVEL

A. If a grievance in which the Association represents the grievant is not resolved at the Informal or the Formal Levels, the grievant and the Association may request in writing a hearing before an arbitrator. If a grievance in which the Association did not represent the grievant is not resolved at the Informal or the Formal Levels, the grievant may request in writing a hearing before an arbitrator.

B. Within five (5) workdays after receipt of a request for arbitration, the Employee Relations Director shall request the California Mediation and Conciliation Services 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.
Article XIII - Grievances
Section 5 - Continued

C. The District and the grievant shall share equally in the payment for the services and expenses of the arbitrator.

D. The District shall not pay the grievant's salary during the arbitration proceeding or the salary of any witnesses for the grievant who are members of the bargaining unit. However, in the event that the grievant is the prevailing party in the arbitration proceeding, the District shall then, in the case of an individual grievant, reimburse the grievant and up to two witnesses who are members of the bargaining unit for salary withheld during the arbitration proceeding. In the case of a group grievance, the District shall reimburse that portion of the salary of each grievant who is a prevailing party for that period of time that the arbitration proceeding pertained to matters directly relevant to the interests of the particular grievant. The District shall also reimburse the salary of up to an average of 1.5 witnesses who are members of the bargaining unit for each grievant in a group grievance who is a prevailing party in the arbitration proceeding. In those cases where the Association is the grievant, the District shall reimburse the salary of up to three (3) witnesses for the grievant who are members of the bargaining unit in the event that the grievant is the prevailing party.

E. A qualified phonographic reporter shall be employed personally to record verbatim the entire hearing. The parties shall share equally the cost of the reporter. If either party desires a transcript, that party shall pay the cost of the transcript, and if both parties request transcripts, they shall share the cost.

F. 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 an advisory decision, as soon as possible.

2. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement as alleged by the grievant or grievants.

3. The arbitrator shall have the power to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.
Article XIII - Grievances
Section 5 - Continued

4. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties in the presence of each other and upon arguments presented in briefs.

5. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the fifteen- (15) day period for filing a written complaint specified in Step 1 of this grievance procedure. The arbitrator shall have no power to render an award in any grievance arising before the effective date of this contract or after June 30, 1988.

Section 6: APPEAL TO THE BOARD OF EDUCATION

If the advisory decision of the arbitrator is not appealed by either party, the arbitrator's decision shall be considered to be the full and complete resolution of the grievance and implemented in accordance with its terms.

Either the grievant or the District may appeal the advisory decision of the arbitrator to the District's Board of Education within ten (10) workdays of such advisory decision. The Board of Education shall act on the appeal within thirty (30) workdays. The decision of the Board of Education will be final. If the Board of Education does not accept the arbitrator's advisory recommendation, the District will pay the full cost of the arbitrator's fee.

Section 7: GENERAL PROVISIONS

A. Designations of representatives will be in writing. Such designations shall be entered on the grievance form at Step 2. The grievant may add or drop representation at any step in the grievance procedure.

B. No party may be required to discuss any complaint or grievance if his/her representative is not present.

C. The time allowances set forth in this grievance procedure may be extended by mutual written agreement of the grievant or the grievant's representative and the office of Employee Relations.

D. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step, except as provided in Section 7.

E. If the employee is not represented by the Association at the Formal Level, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given ten (10) workdays to file a response.

F. If the District does not render a written response within the limits set forth at any step of the proceeding, the grievant may advance to the next step.
Article XIII - Grievance

Section 7 - Continued

G. Grievances involving an action by an administrator above the level of principal or department head may be filed at the Formal Level.

H. Grievance and complaint forms shall be provided by the District and made available by the Association or by the principal's or department head's office.

I. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.

J. Any records pertaining to a grievance shall be kept in a grievance file separate and apart from other District records pertaining to the grievant.

K. 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 by the principal's or department head's office.

L. If the representative of the grievant is a member of the bargaining unit, the District shall permit a reasonable amount of released time for the representative for the purpose of processing the grievance regardless of the outcome of the grievance.

M. Complaints involving health and welfare benefits shall be resolved through the complaint resolution procedure which is a part of each plan.

N. No grievance shall be filed by any employee after the effective date of separation from service from the District.

O. Grievances occurring after the expiration date of this contract (unless extended by mutual agreement) and prior to the effective date of a successor Agreement shall not be subject to this grievance procedure.

P. The District shall not be required to process any grievance which does not meet the specified timelines set forth in this Article.
XIV. ASSOCIATION DUES

Section 1: GENERAL

The parties agree not to interfere with the employee's choice if he/she joins or refrains from joining the Association. Employees shall not be required to join or remain members of the Association.

Section 2: DUES DEDUCTION

Any employee covered by this Agreement may sign and deliver to the District an authorization for payroll deduction of Association dues. Such authorization shall continue in effect from year to year unless revoked in writing.
XV. LAYOFF AND REEMPLOYMENT

Section 1: EXEMPTION FROM MERIT SYSTEM RULES

Members of the Paraprofessional bargaining unit are exempted from Article X, "Layoff and Reemployment," of the Merit System Rules for classified employees.

Section 2: DEFINITIONS

A. Regular Classified Employee. A classified employee who is either a permanent or probationary employee serving in a position which has been approved by the Board of Education as a permanent position.

B. Classification. The official District title given to a class of positions and appearing on the official District class description.

C. Termination. Separation from District employment by resignation, retirement, discharge, death, abandonment of position, layoff, or failure to accept reassignment.

D. Length of Service. All hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.

E. District Seniority. The total length of service since last appointment as a regular classified employee with the District.

F. Seniority Within a Classification. Total length of service since the last appointment as a regular classified employee to the classification.

G. Seniority Accrual. Seniority shall be accumulated during absences resulting from paid leaves of absence until such time as the employee is terminated from his/her employment with the District.

Section 3: DECISION TO LAY OFF

Whenever it becomes necessary to reduce hours or lay off employees for lack of work, lack of funds, or in the interests of economy, the procedure shall be as delineated in this Article. The decision to lay off or reduce hours is solely that of the Board of Education and shall not be bargainable or grievable.

Section 4: TIMING OF LAYOFFS AND REDUCTIONS IN HOURS

Employees to be laid off or reduced in hours shall be given written notice of layoff or reduction in hours not less than thirty (30) calendar days prior to the effective day of layoff or reduction in hours. Nothing herein provided shall preclude a layoff or reduction in hours for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff or reduction in hours resulting from causes not foreseeable or preventable by the Board, without the notice required in this Section 4.
Article XV - Layoff and Reemployment
Continued

Section 5: ORDER OF LAYOFF

Employees shall be laid off by classification according to their status in the following order: first, temporary; second, restricted status; third, probationary; fourth, permanent. In the case of permanent employees, classification seniority will be the determining factor. In the event of a tie, the employee with less District seniority shall be laid off. If a tie still exists, the employees affected shall draw lots to break the tie. The last appointed employee in any given classification shall be laid off first. All service in the classification plus higher classifications shall count as seniority in the classification. (Service in temporary or restricted status shall not count toward seniority.) Permanent employees on layoff retain classification seniority and District seniority up to thirty-nine (39) months.

Section 6: DISPLACEMENT RIGHTS

A. Permanent employees in positions which have been eliminated shall have the right to displace the least senior employee in their classification whose assignment most closely approximates his/her own hours per day and days per work year. If there is no least senior employee in the same classification, permanent employees may displace the least senior employee in the next lower classification in which the permanent employee has served as either a probationary or permanent employee and has greater classification seniority than the least senior employee.

B. Temporary, restricted status, and probationary employees have no displacement rights.

Section 7: REEMPLOYMENT

A. Permanent employees who are laid off shall be placed on the reemployment list in order of their classification seniority which shall be in reverse order of layoff. This reemployment list shall supersede the existing promotional and open eligible lists for the classification and shall remain in force for a period of thirty-nine (39) months from effective date of layoff. For purposes of determining vacation accrual rate and salary placement upon reemployment, layoff shall not be regarded as a break in service. A permanent employee who accepts a reassignment involving loss of salary in lieu of layoff shall remain on the reemployment list for an additional twenty-four (24) months.

B. Probationary employees who are laid off shall be placed at the top of the eligible list for the classification from which laid off for one (1) year. When vacancies occur in that classification, such employees shall be considered together with the five (5) active, available eligibles standing highest on the eligible list. If such laid off probationary employees are reemployed, they shall be given credit for the portion of the previous probationary period served.

C. Temporary and restricted status employees have no reemployment rights.
Article XV - Layoff and Reemployment
Section 7 - Continued

D. A permanent employee who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with Section 7.A. of this Article.

Section 8: NOTIFICATION OF REEMPLOYMENT

An employee who is laid off and becomes eligible for reemployment shall be notified by certified mail addressed to the last known address on file with the Personnel Services Division of the District. Such employees shall have three (3) working days from receipt of notice to respond to the offer of reemployment. Should the notice of reemployment be undeliverable or the noticed employee not accept the offer of reemployment, the employee's name shall be removed from the reemployment list and it shall be presumed that the employee shall have exhausted his/her reemployment rights. Upon acceptance of reemployment, the employee shall have five (5) working days to report for work unless the District agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District.

Section 9: MISCELLANEOUS PROVISIONS

A. Demotion in Lieu of Layoff:

A permanent employee who is demoted in lieu of layoff has the same reemployment rights in the employee's higher classification as a permanent employee who is laid off from the same classification.

B. Other Provisions:

1. Employees who are laid off may apply for temporary hourly work in any classification for which they meet the qualifications.

2. Employees on reemployment lists shall be eligible to apply for promotional examinations for which they can qualify.

3. No temporary hourly employees shall be employed in classifications in which permanent employees are currently laid off until exhaustion of the reemployment list for that classification.

4. A laid-off permanent employee who is reemployed within thirty-nine (39) months after his/her last day of paid service shall have restored to him/her all of the rights and benefits (including previously accumulated sick leave) pertaining to permanent employees in the class to which he/she is reemployed.

Section 10: TEMPORARY RECALL

A. Employees may be recalled for up to ninety (90) calendar days in their classification(s) from which they were laid off to perform work for which they were specifically assigned immediately prior to layoff. Such recall will be in reverse classification seniority order. In the event the
Article XV - Layoff and Reemployment

Section 10.A. - Continued

temporary work to be completed is different or new to the District's program(s), those employees designated by the District to possess the skills necessary to perform the work, will be temporarily recalled in classification seniority order.

B. Monthly salaried employees and their eligible dependents shall be eligible for group health insurance effective with the first day of paid service on temporary recall. For monthly salaried employees working half-time or more, coverage under the San Diego City Schools Dental Benefits Plan and the group term life insurance commences on the first day of the month following the first day of paid service on temporary recall.

C. Employees temporarily recalled shall be placed on the same salary step of the range for their classification as that held at the time of layoff and the service increment due date adjusted for each month or major fraction thereof during the period employee was laid off.

D. Employees on temporary recall shall be released at the completion of the available work, or ninety (90) calendar days, whichever comes first, and resume their status on reemployment lists.

Section 11: SUSPENDED RECALL

A. Any employee, prior to being recalled under the provisions of this Agreement, may suspend his/her recall rights due to employment elsewhere for a period of up to twelve (12) months.

B. During the period of suspended recall, the District will bypass the employee's name, provided there are other names on the reemployment list. If there are no other names remaining on the list, the suspended recall will be canceled and an offer of reemployment will be extended to the employee pursuant to Section 8 of this Article.

C. Those employees who suspend their recall due to employment elsewhere may reactivate their reemployment status at any time by delivering written notice to the Personnel Services Division at least two (2) weeks prior to the desired reactivation date, providing it is within twelve (12) months of their original request for suspended recall.

D. In no event shall the provisions of this Section 11 be construed to provide laid-off employees with a longer period of reemployment rights following the effective date of their layoff than those provided in Section 7.A of this this Article.

Section 12: EFFECTS OF LAYOFF - ZIPPER CLAUSE

A. The District and the Association agree that the provisions of this Article shall constitute the full and complete agreement of the parties on the effects of layoff of any employee in the Paraprofessional Bargaining unit throughout the term of this Agreement shall not be subject to further negotiations without the mutual agreement of both parties.
Article XV - Layoff and Reemployment
Section 12 - Continued

B. Upon request, the District agrees to negotiate with the Association over the impacts and effects of a reduction in hours for employees in the Paraprofessional bargaining unit.

C. Notwithstanding Section 12.A, the Association shall be given advance notice of the names, classification, and seniority dates of employees to be laid off or reassigned under the provisions of this Article. Upon request, the District agrees to consult with the Association regarding the layoffs.

Section 13: SUBCONTRACTING

The District agrees not to subcontract or contract out work which would result in the layoff or reduction in hours of current employees in the bargaining unit.
XVI. CONCERTED ACTIVITIES

Section 1: PROHIBITED ACTIVITIES

The District and the Association recognize that the continuation of the educational processes is of utmost importance and that differences between the parties hereto shall be settled by peaceful means without interruption of the education processes. Accordingly, in consideration of the terms and conditions of this Agreement, the Association, its agents, employees, and unit members will not engage in, encourage, instigate, support, or condone any strike, work stoppage, "slow down," "sick out," or any other concerted, coordinated refusal or failure to perform work as required in this Agreement or other interference with the operations of the District during the term of this Agreement, including compliance with the requests of other labor organizations or bargaining units to engage in such activity. The Association and its agents will exert their best efforts to discourage any of the aforesaid acts by any unit member and to make every effort toward inducing all employees to comply with the provisions of this Article.

Section 2: PENALTY FOR VIOLATION

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

Section 3: LEGAL ENFORCEMENT

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

In the event the District prevails in any legal action brought against the Association or its officers, representatives, or members for violation of this Article, and in addition to any award made by a court of competent jurisdiction, the Association hereby agrees to remit to the District any and all costs associated with the District's pursuit of legal remedies and any additional costs incurred as a result of the employees' illegal participation in the prohibited activities as specified above.
ARTICLE XVII. SUMMER SCHOOL
(Effective January 1, 1987)

It is understood that summer school work shall not be considered to be a part of the employee's regular assignment. Summer school employment is contingent upon funding, student enrollment and may be affected by emergencies beyond the control of the District.

Section 1: Summer School Priority

The District agrees to grant employees in the Paraprofessional bargaining unit first priority for regular summer school employment. The District will notify bargaining unit employees of anticipated summer school openings as soon in the spring as the positions to be filled are known.

Section 2: Summer School Eligibility

Eligibility for selection to regular summer school positions shall be based on the following priority-ranked criteria:

A. Program needs as determined by the District.

B. Applicant's most recent evaluation rating of "satisfactory," and a written recommendation from applicant's principal or department head.

C. Applicant currently assigned to the specific program, subject area and/or grade level as verified by the applicant's principal or department head, and satisfaction of any special position requirements, e.g., bilinguality, unique skills, signing, etc.

D. Applicants must make themselves available for the entire summer school session unless mutually agreed otherwise.

Section 3: Eligibility List

A. All applicants will be screened according to eligibility requirements set forth in this Article. Those employees deemed eligible by the Personnel Administration Department will be ranked by current hire date within classification.

B. Eligibility lists shall be formed and positions filled in the following sequence:

1. Employees with permanent status in classes appropriate to summer school assignment.

2. Employees with permanent status in related classifications within the paraprofessional unit.

3. Probationary employees.

4. Other qualified applicants.

C. The District will post the list of eligible employees at all work sites as soon as possible, but no later than May 31st of each year.
Article XVII - Summer School
Section 3 - Continued

D. Principals and department heads are encouraged to select the more senior employee for summer employment when all other factors are deemed equal.

Section 4: Summer School Cancellation

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

Section 1: ZIPPER CLAUSE

This Agreement incorporates the full and complete understanding and commitment of the parties on all matters which were or could have been within the scope of bargaining. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2: SUPERSESSION CLAUSE

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

Section 3: SAVINGS CLAUSE

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

Section 4: CHANGES, AMENDMENTS, AND SUPPLEMENTS

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

Section 5: RATIFICATION AND IMPLEMENTATION

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

Section 6: CONTRACT DURATION

This Agreement shall become effective July 1, 1985, except as identified in the body of the contract. The agreement shall remain in effect through and including June 30, 1988. The contract automatically renew itself from year to year unless either party serves written notice on the other at least ninety (90) calendar days prior to the expiration date.

Section 7: REOPENERS

The parties mutually agree to reopen negotiations for the 1987-88 fiscal year on: Article VII. Wages, and two additional contract articles to be selected by each party.
A special committee composed of an equal number of paraprofessional employees and administrators shall be convened to study the implications of requiring employees in the various classifications in the paraprofessional unit to use their personal vehicles to transport pupils, parents or materials on behalf of the District.

The results of the committee's review will be presented to the Employee Relations Director and the President of the Classified Employees Association no later than January 31, 1987.

For the District:

R. Ann Stombs, Director
Employee Relations Department

For the Association:

Doris Nielsen, President
Classified Employees Association
## San Diego Unified School District

### Paraprofessional Employees’ Salary Schedule 1985-86

(Effective July 1, 1985)

#### Monthly Salary Rates

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### 1985-86 Placement of Classes on Salary Grades

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*No positions will be allocated in the future to "terminal" job classes and such job classes will be abolished when there are no incumbents.*

- 1 -
RULES AND REGULATIONS OF THE PARAPROFESSIONAL EMPLOYEES' SALARY SCHEDULE
1985-86
(Effective July 1, 1985)

1.00 OVERTIME COMPENSATION

1.01 Employees shall be compensated for overtime work in accordance with the following provisions:

1.011 Employees in assignments of eight hours per day/five days per week shall be compensated for all time worked in excess of eight hours on a regular workday, or in excess of forty hours in one week.

1.012 Employees in assignments of at least four hours per day/five days per week but less than eight hours per day/five days per week shall be compensated for all time worked on the sixth and seventh day of the workweek. This rule does not apply to employees in exempt job classes.

1.013 Employees in assignments of less than four hours per day/five days per week shall be compensated for all time worked on the seventh day of the workweek. This rule does not apply to employees in exempt job classes.

1.014 Employees assigned to the Race/Human Relations Outdoor Education Program shall be compensated on an overtime basis only for time worked in excess of forty hours in a workweek or for time worked on the sixth or seventh day of the workweek.

1.02 Employees shall be compensated at one and one-half times the equivalent hourly rate of pay for the employee's job class and salary grade step as contained in this schedule.

1.03 An employee who is required to return to duty in an emergency situation after leaving such duty station for the day or week shall be compensated for a minimum of two hours. In computing overtime in connection with such emergency situations, a reasonable amount of travel time may be included.

1.04 Overtime worked in units of less than one-quarter hour shall be disregarded for purposes of compensation.

1.05 Work performed by regular employees 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 at the rate of one and one-half times the regular rate. Such holiday pay shall be in addition to the employee's regular compensation for the holiday.

1.06 Compensation for overtime shall include any special pay additives and may be in the form of payment by warrant or compensatory time off of equivalent value to such payment. 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 month in which overtime is worked, otherwise, the employee shall be paid by warrant. The determination as to the method of compensation shall be made by the appropriate management officer.

1.07 Overtime shall be held to a minimum. Approval to assign employees to overtime work shall be obtained from the Assistant Superintendent or designee prior to making of actual assignments, except for those instances in which an emergency requires that a Principal or department head call employees back to duty after they have left the work site.
2.00 SPECIAL PAY ADDITIVES

2.01 Shift Differential — A regular employee assigned to work a regular, continuing schedule of four hours per day or more in which four hours or more of such regular shift is worked before 8 a.m. or after 6 p.m. shall be entitled to shift differential pay. Such differential shall amount to placement on the step of the next higher full salary grade which is approximately 5% above the employee's regular salary.

2.02 Hazard Pay Differential — A regular employee shall receive a hazard pay differential when assigned 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 employee to a specific and significant hazard, (2) is clearly dangerous to the health and well-being of any employee so assigned, and (3) the hazard is atypical of the basic occupation or job class. Such differential shall amount to placement on the step of the next higher full salary grade which is approximately 5% above the employee's regular salary.

2.03 Bilingual Differential — A regular nonexempt employee shall receive a bilingual differential when assigned to a position designated by the Board of Education as requiring the ability to communicate orally with non-English speaking adults. Such differential shall amount to placement on the step of the next higher full salary grade which is approximately 5% above the employee's regular salary.

2.04 Split Shift Differential — A unit member employed to work a regular continuing schedule of more than six hours per day and with a scheduled lunch break of more than two and one-half hours shall be entitled to a split shift differential. Such differential shall amount to placement on the step of the next higher full salary grade which is approximately 5% above the employee's regular salary.

2.05 Anniversary Stipend — A regular employee in an active monthly bargaining unit assignment as of December 1 of a fiscal year who has reached the 14th anniversary of his/her then current district seniority date shall be paid a $230 lump sum anniversary stipend annual payment. If the employee's monthly assignment is less than four (4) hours per day, the stipend shall be reduced to $125.

3.00 INITIAL PLACEMENT ON THE SALARY SCHEDULE

3.01 Position Class — An employee shall be placed in the job class appropriate to the assigned position.

3.02 Experience Step — An employee new to the District shall be placed on step "A" of the appropriate salary grade. The Superintendent may authorize a higher step placement within the appropriate grade for an especially well-qualified individual in a job class for which qualified candidates are found to be in short supply. When such labor market conditions make it necessary to offer an advance step placement, and upon acceptance by a new employee, present employees in the same job class as the position approved for the advance step placement may be moved to the step equivalent to that accepted by the new employee provided: (1) the employee has demonstrated performance that warrants advancement; (2) the employee has comparable skills and abilities of the new employee; (3) advance step placement is recommended by the Assistant to the Superintendent, Personnel Services Division and approved by the Superintendent. In such cases, a new increment due date shall be established.
3.03 Reinstatement — A former paraprofessional employee reinstated under the provisions of Section 10, Article VI, of the Merit System Rules for Classified Employees shall be given full credit for all directly related experience in the San Diego Unified School District within the last ten years.

4.00 SERVICE INCREMENTS

4.01 A regular monthly employee in an assignment of four hours or more per day, hired prior to July 1, 1984, shall be granted a one-step salary increase on the first of the month which is concurrent with or immediately following the completion of one assignment year of service until the maximum salary for the job class is reached.

A regular monthly employee in an assignment of four hours or more per day, hired on or after July 1, 1984, shall be granted a one-step salary increase on his/her anniversary date (first day of the month in the month hired for employees hired on the first through the fifteenth of the month; first day of the month following the month hired for employees hired on or after the sixteenth of the month) until the maximum salary for the job class is reached.

4.02 A regular monthly employee in an assignment of less than four hours per day shall be placed on the "A" step of the appropriate salary grade and shall not be eligible for service increments.

4.03 A regular monthly employee eligible for service increments in accordance with Section 4.01 and who is assigned to an exempt job class (not eligible for premium overtime pay) and whose work performance is deemed to be outstanding may be granted a one-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 shall be established if such placement is at a step less than the maximum for the job class.

5.00 PROMOTION

5.01 An employee who is promoted from a position on a different classified employee's salary schedule to a position on the Paraprofessional Employees' Salary Schedule, shall first have his/her salary determined in the appropriate grade of the other classified salary schedule in accordance with existing regulations and then shall be paid at the rate in the appropriate salary grade on the Paraprofessional Employees' Salary Schedule which would provide an approximate five percent (5%) increase (exclusive of special pay additives) but not more than 7½% increase. In no case shall the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the employee at the time of promotion, it shall be credited and applied in the determination of the new salary step.

5.02 An employee who is promoted from one job class on the Paraprofessional Employees' Salary Schedule to a higher job class shall be placed on the step of the higher salary grade which is at least one full salary grade or approximately five percent (or, if there is no such step, seven and one-half percent) in amount above the employee's salary exclusive of special pay additives at the time of promotion. If a service increment is due the employee at the time of promotion, it shall be credited and applied in the determination of the new salary step.
5.03 If a service increment is not immediately due at the time of promotion to a higher job class, it shall be granted in the higher job class on the same date it would have been granted in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the employee has already reached the maximum step on the lower job class, a new service increment date shall be effective on the anniversary date (first day of the month in the month promoted for employees promoted between the first and fifteenth of the month; first day of the month following the month promoted for employees promoted on or after the sixteenth of the month), and additional service increments due shall be granted beginning one year thereafter until the maximum salary for the job class is reached.

5.04 An employee who voluntarily accepts a demotion and who within 36 months is promoted to the former higher job class shall be placed on the step of the appropriate salary grade that was held prior to such demotion.

5.05 An employee temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class for more than four workdays within a fifteen calendar-day period shall receive an upward salary adjustment. The salary adjustment shall be effective for the entire period of such assignment. The amount of the adjustment shall be the same as would be provided by the regular promotional rules as determined by the Compensation Administration Director.

6.00 PLACEMENT IN LOWER JOB CLASS

6.01 When a permanent employee is reassigned to a position in a lower job class in the same type of work at the employee's own request or if a permanent employee is demoted in accordance with Article IX of the Merit System Rules for Classified Employees, the step placement on the salary grade for the lower job class shall 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 shall remain unchanged until the maximum 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 shall be determined in accordance with the provisions of Section 3.00 of these rules.

6.02 When a permanent employee is reassigned to a position in a lower job class resulting from reclassification of the position, or demoted in lieu of layoff, or for some other reasons in the District's best interest, the employee shall be placed on the step at the same dollar rate, exclusive of any special pay additives, if such rate appears in the lower salary grade. The increment due date shall remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade, the employee's salary, exclusive of any special pay additives, shall be maintained as it was prior to demotion for a period not to exceed two years unless the maximum for the lower job class is changed to exceed the previously achieved salary. At the end of the two-year period, the salary shall be changed to the maximum for the lower job class. Permanent employees 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 shall be placed on the same salary step of the range for their job class as that held at the time of demotion. When such temporarily reassigned employee is again moved to the lower job class, he/she shall receive the same dollar rate as was originally protected and the original two year period shall be extended for each month or major fraction thereof during which the employee was temporarily promoted.

6.03 When a probationary employee 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 shall be determined in the same manner as in section 6.01.
7.00 UNDERPAYMENTS OR OVERPAYMENTS (salary grade and step placement or incorrect pay warrants)
Proper salary grade and step placement is a joint responsibility of the employee and the District. Each employee is encouraged to review his/her salary placement annually and to examine monthly pay warrants carefully. Should he/she believe an improper placement has been made or that an individual pay warrant is in error, he/she must bring this information to the attention of the District immediately. In the event an incorrect placement or warrant results in an underpayment, the District will issue a supplementary warrant for the amount due as soon as possible. Should an incorrect placement or warrant result in an overpayment, the District is required to recover the full amount of such overpayment.

8.00 HOURLY AND DAILY PAY CALCULATIONS
Hourly rates for regular classified employees on monthly salaries and for temporary employees assigned to job classes on the regular classified salary schedule shall be determined by dividing the monthly rate by 173.33. (This divisor is an industry-wide norm which represents the average number of working hours in a workmonth). Daily pay rates shall be determined by multiplying the hourly rates by the number of regular hours assigned per workday.

9.00 PART-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS
9.01 A newly hired employee shall have the initial monthly rate adjusted to the number of days service rendered multiplied by the daily rate. A terminating employee shall have the terminal monthly rate adjusted to the number of days service rendered multiplied by the daily rate. Pay so determined for that month shall not exceed the employee's regular monthly rate.

9.02 An employee who is promoted or demoted other than on the first working day of the month shall 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 rates shall be determined by dividing the monthly salaries by the number of potential workdays, including mandated and/or declared holidays, in the month.

9.03 Salary reductions for all unpaid time in accordance with negotiated contracts and District policy and procedure shall involve a reduction in pay at the employee's daily rate for each day of absence. Total reductions so determined shall not exceed the employee's regular monthly rate. No pay shall be drawn when such days missed involve a full calendar month regardless of the number of working days in that month. Salary reductions for 50% sick leave shall be at one-half of the employee's daily rate.

9.04 An employee changing mid-year from a conventional workyear 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 effect equal monthly payments for the remainder of the school year. The initial pay in the new assignment will be a balancing payment.

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

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$3.35 per hour
This rate applies to regular monthly classified employees of the San Diego Unified School District who participate in workshops at the request of the District. This rate shall be paid only for workshop participation outside the employee's normal workdays and/or hours. 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 employee's regular assignment with the District.

12.00 EMPLOYEES TRANSFERRING BETWEEN SALARY SCHEDULES
An employee transferring between salary schedules shall be placed and continued in employment in accordance with the rules and regulations of the salary schedule to which the employee is transferring without regard to the basis for such transfer (promotion, demotion, etc.).
SAN DIEGO UNIFIED SCHOOL DISTRICT
PARAPROFESSIONAL EMPLOYEES’ SALARY SCHEDULE 1986-87
(Effective July 1, 1986)
MONTHLY SALARY RATES

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1986-87 PLACEMENT OF CLASSES ON SALARY GRADES

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†No positions will be allocated in the future to "terminal" job classes and such job classes will be abolished when there are no incumbents.
RULES AND REGULATIONS OF THE PARAPROFESSIONAL EMPLOYEES' SALARY SCHEDULE
1986-87
(Effective July 1, 1986)

1.00 OVERTIME COMPENSATION
1.01 Employees shall be compensated for overtime work in accordance with the following provisions:
1.011 Employees in assignments of eight hours per day/five days per week shall be compensated for all time worked in excess of eight hours on a regular workday, or in excess of forty hours in one week.
1.012 Employees in assignments of at least four hours per day/five days per week but less than eight hours per day/five days per week shall be compensated for all time worked on the sixth and seventh day of the workweek. This rule does not apply to employees in exempt job classes.
1.013 Employees in assignments of less than four hours per day/five days per week shall be compensated for all time worked on the seventh day of the workweek. This rule does not apply to employees in exempt job classes.
1.014 Employees assigned to the Race/Human Relations Outdoor Education Program shall be compensated on an overtime basis only for time worked in excess of forty hours in a workweek or for time worked on the sixth or seventh day of the workweek.
1.02 Employees shall be compensated at one and one-half times the equivalent hourly rate of pay for the employee's job class and salary grade step as contained in this schedule.
1.03 An employee who is required to return to duty in an emergency situation after leaving such duty station for the day or week shall be compensated for a minimum of two hours. In computing overtime in connection with such emergency situations, a reasonable amount of travel time may be included.
1.04 Overtime worked in units of less than one-quarter hour shall be disregarded for purposes of compensation.
1.05 Work performed by regular employees 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 at the rate of one and one-half times the regular rate. Such holiday pay shall be in addition to the employee's regular compensation for the holiday.
1.06 Compensation for overtime shall include any special pay additives and may be in the form of payment by warrant or compensatory time off of equivalent value to such payment. 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 month in which overtime is worked, otherwise, the employee shall be paid by warrant. The determination as to the method of compensation shall be made by the appropriate management officer.
1.07 Overtime shall be held to a minimum. Approval to assign employees to overtime work shall be obtained from the Assistant Superintendent or designee prior to making of actual assignments, except for those instances in which an emergency requires that a Principal or department head call employees back to duty after they have left the work site.
2.00 SPECIAL PAY ADDITIVES

2.01 Shift Differential -- A regular employee assigned to work a regular, continuing schedule of four hours per day or more in which four hours or more of such regular shift is worked before 8 a.m. or after 6 p.m. shall be entitled to shift differential pay. Such differential shall amount to placement on the step of the next higher full salary grade which is approximately 5% above the employee's regular salary.

2.02 Hazard Pay Differential -- A regular employee shall receive a hazard pay differential when assigned 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 employee to a specific and significant hazard, (2) is clearly dangerous to the health and well-being of any employee so assigned, and (3) the hazard is atypical of the basic occupation or job class. Such differential shall amount to placement on the step of the next higher full salary grade which is approximately 5% above the employee's regular salary.

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2.04 Split Shift Differential -- A unit member employed to work a regular continuing schedule of more than six hours per day and with a scheduled lunch break of more than two and one-half hours shall be entitled to a split shift differential. Such differential shall amount to placement on the step of the next higher full salary grade which is approximately 5% above the employee's regular salary.

2.05 Anniversary Stipend -- A regular employee in an active monthly bargaining unit assignment as of December 1 of a fiscal year who has reached the 14th anniversary of his/her then current district seniority date shall be paid a $250 lump sum anniversary stipend annual payment. If the employee's monthly assignment is less than four (4) hours per day, the stipend shall be reduced to $125.

2.06 Anniversary Stipend -- A regular employee in an active monthly bargaining unit assignment as of December 1 of a fiscal year who has reached the 19th anniversary of his/her then current district seniority date shall be paid a $250 lump sum anniversary stipend annual payment. If the employee's monthly assignment is less than four (4) hours per day, the stipend shall be reduced to $125. This stipend is in addition to that due in accordance with Section 2.05 above.

3.00 INITIAL PLACEMENT ON THE SALARY SCHEDULE

3.01 Position Class -- An employee shall be placed in the job class appropriate to the assigned position.

3.02 Experience Step -- An employee new to the District shall be placed on step "A" of the appropriate salary grade. The Superintendent may authorize a higher step placement within the appropriate grade for an especially well-qualified individual in a job class for which qualified candidates are found to be in short supply. When such labor market conditions make it necessary to offer an advance step placement, and upon acceptance by a new employee, present employees in the same job class as the position approved for the advance step placement may be moved to the step equivalent to that accepted by the new employee provided: (1) the employee has demonstrated performance that warrants advancement; (2) the employee has comparable skills and abilities of the new employee; (3) advance step placement is recommended by the Assistant to the Superintendent, Personnel Services Division and approved by the Superintendent. In such cases, a new increment due date shall be established.
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This rate applies to regular monthly classified employees of the San Diego Unified School District who participate in workshops at the request of the District. This rate shall be paid only for workshop participation outside the employee's normal workdays and/or hours. 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 employee's regular assignment with the District.

12.00 EMPLOYEES TRANSFERRING BETWEEN SALARY SCHEDULES
An employee transferring between salary schedules shall be placed and continued in employment in accordance with the rules and regulations of the salary schedule to which the employee is transferring without regard to the basis for such transfer (promotion, demotion, etc.).