7-1-1992

San Diego Unified School District and Classified Employees Association, National Education Association (1992)

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San Diego Unified School District and Classified Employees Association, National Education Association (1992)

**Location**
San Diego, CA

**Effective Date**
7-1-1992

**Expiration Date**
6-30-1995

**Number of Workers**
1400

**Employer**
San Diego Unified School District

**Union**
Classified Employees Association

**NAICS**
61

**Sector**
Local government

**Item ID**
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**Keywords**
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**Comments**
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COLLECTIVE NEGOTIATIONS CONTRACT

between the

BOARD OF EDUCATION

SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

CEA-NEA (Ind.)

PARA-EDUCATORS BARGAINING UNIT

July 1, 1992 - June 30, 1995
COLLECTIVE NEGOTIATIONS CONTRACT
BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT AND THE
PARA-EDUCATOR BARGAINING UNIT

The following contract has been reached THROUGH THE INTEREST BASED BARGAINING
PROCESS by designated representatives of the Board of Education and the Classified
Employees Association—NEA in accordance with the provisions of the California
Educational Employment Relations Act.

NEGOTIATIONS TEAM MEMBERS

SAN DIEGO CITY SCHOOLS
Ray Williams
Ray Williams, Asst. Supt.
Human Resource Services Div.
Mary Hopper
Human Res. Administrator
Freda Callahan
School Instruct. Team Leader
Stephen Savel
Principal—Garfield
Barbara Bethel
Principal—McKinley
R. Ann Wright
Classified Personnel Director
Rush Peshkoff
Employee Benefits Director
Richard Knott
Deputy Controller

CLASSIFIED EMPLOYEES ASSOCIATION
Thomas Fields
Thomas Fields, Executive Dir.
Classified Employees Assoc.
Bessie Webster
OTBS Representative
Geneva Peterson
PARA-ED Representative
Chris Levine
PARA-ED Representative
Jim Felix
OTBS Representative
Annette Cherry
OTBS Representative

RATIFICATION

Board of Education
Date: 06/23/92
Ann Armstrong
President,
Board of Education

 Approved in public meeting of the
Board of Education of the San Diego
Unified School Dist. on 06/23/92.
Cheryl Ward
Cheryl Ward, Recording Secretary
Board of Education
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1. AGREEMENT CLAUSE

The articles contained herein and the appendices attached hereto constitute the bilateral and binding agreement by and between the San Diego Unified School District (District) and the Classified Employees Association (Association), an affiliate of the National Education Association and an employee organization representing the Para-Educators (PARA-ED) bargaining unit.
2. RECOGNITION CLAUSE

The District recognizes the Classified Employees Association-National Education Association (CEA-NEA) as the sole and exclusive bargaining representative for all employees employed in the Para-Educators (PARA-ED) bargaining unit in accordance with the certifications issued by the Public Employment Relations Board on June 9, 1985 (Case No. LA-R-888) pursuant to PERB-conducted, secret ballot elections.

The California Public Employment Relations Board has certified the Classified Employees Association-National Education Association as the exclusive bargaining representative for the classified monthly employees included in Appendix A of this agreement.

Section 1: BARGAINING UNIT COMPOSITION

Please refer to Appendix A for included and excluded positions.

Section 2: NEW CLASSIFICATION

A. 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 PARA-ED bargaining unit.

B. The District, upon request of the Association, agrees to consult regarding the exclusion of new supervisory classifications whenever such classifications are reasonably related to work performed by other job classes in the PARA-ED bargaining unit.

C. The District agrees to notify the Association and, upon request, consult with the Association regarding any substantive change proposed for an existing classification within the PARA-ED unit.

D. Disagreements in A, B or C above shall be resolved exclusively by appeal to the Public Employment Relations Board as provided by law.
3. EMPLOYEE ORGANIZATION RIGHTS

Section 1: SELECTION OF ASSOCIATION SITE REPRESENTATIVES

A. The method of selection of association site representatives is solely the responsibility of the Association. The District agrees to recognize employees duly appointed by the Association as association site representatives who may receive complaints and grievances, conduct association business appropriate to the administration of this contract, and conduct such other association business not otherwise precluded by this Agreement.

B. The Association will be allowed at least one (1) PARA-ED association site representative and at least one (1) alternate for each department/site organizational unit.

C. Designated alternates shall act for the association site representative only in the absence of the association site representative. The Association shall designate its association site representatives and alternates in writing and shall provide the District with a master list of association site representatives and alternates not later than sixty (60) calendar days after ratification of this contract and once annually each September.

D. The District shall recognize such changes only upon official notification from the Association. All such changes will be delivered to the Assistant Superintendent, Human Resource Services Division, or his/her designee, for appropriate notification to site and district offices.

Section 2: RIGHTS AND RESPONSIBILITIES OF ASSOCIATION SITE REPRESENTATIVES

Association site representatives shall have the right during their regular work hours to investigate grievances and to present and process grievances, without loss of time, pay or benefits, subject to the following restrictions:

A. Loss of time due to investigation of or attendance at grievance conferences between the association site representative and the employee shall be limited to reasonable time periods as approved by the supervisors. Conference(s) will be scheduled at times that will least affect the efficient operation of the school or department and may include reasonable travel time for the association site representative, when appropriate.

B. All time shall be paid at straight time rates for the shift involved.

C. When an association site representative serves more than one school or department site, the association site representative shall have the right to visit areas, schools, or departments within his/her jurisdiction at reasonable times for the purposes related to assistance in processing of grievances, provided the association site representative shall first secure permission of his/her principal or department supervisor and the principal or supervisor of the school or department which he/she plans to visit. Such permission of either supervisor shall not be unreasonably withheld.

E. All association business performed by association site representatives, other than that related to grievances, shall be conducted during non-working hours.

Section 3: ACCESS TO DISTRICT PREMISES

Association staff and officers, other than association site representatives, 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:
Article 3 - Employee Organization Rights
Section 3 - Continued

A. One-hour advance notice, unless otherwise mutually agreed, shall be given 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, to their designee.

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. Association representatives, staff and officials 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-work hours. Non-work 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 of other employees, with the location to be designated by the principal or department head or 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 work 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 this Section.

Section 4: BULLETIN BOARDS

The District shall provide institutional bulletin boards in areas which are mutually agreeable by the Association and 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 non-employees and shall not be used for commercial advertising purposes. Posting shall be done by authorized association representatives only.

Section 5: USE OF TELEPHONE DURING NON-WORK HOURS

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

Section 6: USE OF DISTRICT FACILITIES

The Association shall have the right to reasonable use of district buildings and facilities upon reasonable notice by the Association to the District.

Section 7: SENIORITY LISTINGS

The District will provide the Association one (1) copy each of seniority listings by district seniority date and by seniority within classification date (base evaluation date) as of October 15 and February 15 each year. The Association may request one (1) additional copy of the seniority listings annually.
Section 8: ALPHABETICAL ROSTER OF UNIT EMPLOYEES

A. The District will provide the Association with an alphabetical roster of unit members by location sequence no later than November 1 and March 1 of each fiscal year. This roster will show each 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.) This roster will also provide the position title code, work year code, salary class/grade/step/rate, position equivalency information and employee status (permanent or probationary). The Association shall reimburse the District for any costs associated with development, programming, collection, duplications, etc., of the above rosters.

B. Any additional requests for information from the Association will be charged to the Association.

Section 9: INTEGRITY OF WORK WITHIN UNIT

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

Section 10: ORIENTATION SESSIONS FOR NEW EMPLOYEES

The Association shall be given the opportunity to attend new employee orientation meetings and will be provided fifteen (15) minutes at the end of the meeting. The Association may make available association literature at classified employee orientation meetings. Employee attendance at the Association's portion of the meeting will be on a voluntary basis.

Section 11: ASSOCIATION LEAVE

The length and time of the leave shall be by mutual agreement of the Association and the Assistant Superintendent, Human Resource Services Division, or his/her designee, after consultation with appropriate supervisory or management personnel.

A. Bargaining Unit Employees

The Association shall have 160 hours per fiscal year (July 1 through June 30) of leave for association business, providing the Association reimburses the District at an appropriate substitute salary rate within thirty (30) calendar days of billing and providing no single member of the bargaining unit, excluding the President of the Association, uses more than 60 hours of association leave in a fiscal year.

B. Association Officers

1. The Association shall have 160 hours per fiscal year (July 1 through June 30) of leave for association officers to use for association business, providing the Association reimburses the District for the salary of the employee(s) designated.

2. 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, if appropriate.
C. Attendance at Board of Education Meetings

The President of the Association or designee may be authorized leave without loss of pay, by mutual agreement with the Assistant Superintendent, Human Resource Services Division, or his/her designee, in order to attend Board of Education meetings at which matters of concern to the Association are scheduled to be considered.

D. Association Leave

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

The Association must provide notice by June 1 of any officer's intent to return to work. Reinstatement rights upon return from the leave of absence shall be provided at the beginning of the school year only, unless mutually agreed otherwise and shall be as described below:

1. Officer returns to the position formerly held, if vacant, or
2. Officer would be provided the opportunity to displace the employee occupying his/her former position (NOTE: The employee being displaced would be provided the opportunity to exercise his/her seniority rights in the same manner as provided in Article 16), or
3. Officer is placed in a position in the same classification formerly held, if vacant, or
4. Officer returns to a vacant position of equal classification level and of similar requirements of ability and skills, or
5. District agrees to allow the officer to voluntarily demote into a vacant position in a lower salary grade with reinstatement rights (as provided in Article 16).

Section 12: RIGHTS GRIEVABLE

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

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

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

A. **Anniversary Date** shall be the first 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 increments and vacation entitlement. (See Appendix B, Section 4.)

B. **Association** means the Classified Employees Association (CEA), an affiliate of the National Education Association (NEA).

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

D. **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 employees assigned to the department.

E. **District** means the San Diego Unified School District.

F. **Division** refers to any of the following major District organizational units (divisions): School Services; Community Relations and Integration; Human Resource Services; Finance; Planning, Research and Evaluation; 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.

G. **Division Head** refers to the manager in charge of a division, with total responsibility to manage all affairs of the division, including general control of all employees assigned to the division. In the case of the School Services Division, each area assistant superintendent shall be the division head for his/her assigned area.

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

I. **Employee**, shall refer to all employees who are included in the Para-Educators bargaining unit.

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

2. **Permanent/Probationary Employee.** A permanent employee with the District who is probationary in his/her present classification.

3. **Probationary Employee.** A classified service employee who is serving the one- (1-) year probationary period.

4. **Restricted Status Employee.** An employee under the Merit System Rules provisions and the California Education Code which require the employment of persons under criteria which restrict the privilege of all citizens to compete for such positions.
J. 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 employees assigned to serve in the school.

K. Superintendent means the Superintendent of Schools of the San Diego Unified School District.

L. Supervisor is that person responsible for assigning work and evaluating performance of the bargaining unit employee.

M. Supervisor, Immediate, is that person who oversees the performance of work previously assigned by the supervisor.

N. Termination. Separation from district employment by resignation, retirement, discharge, death, abandonment of position, expiration of reemployment rights, or failure to accept an offer of reemployment or reassignment.

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

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

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

Section 1: TIMING OF NEGOTIATIONS

A. Not later than four (4) months prior to the expiration of this contract, the Association shall submit its proposals for a successor agreement to the District.

B. Not later than five (5) weeks following receipt of the Association's proposal, the District shall submit its initial proposal.

C. It is the intent of the Association and the District to commence negotiations no later than two (2) weeks following the final adoption of the District's initial proposal.

Section 2: CONSULTANTS

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

Section 3: SCHEDULING BARGAINING SESSIONS

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

Section 4: RELEASE TIME FOR NEGOTIATIONS

The Association may designate not more than five (5) representatives, including key witnesses, who will be empowered to negotiate with the District. When negotiations with the District are scheduled during the work hours of the employee representatives, they shall be released from work without loss of pay.

Section 5: TENTATIVE AGREEMENTS

During negotiations when tentative agreement is reached on an article, it shall be reduced to writing and signed by the parties. Tentative agreement may be withdrawn by either party at any time.
7. WAGES

Section 1: TOTAL COMPENSATION EQUITY

For the 1992-93 fiscal year, the District and the Classified Employees Association agree that the Para-Educators bargaining unit's total compensation package shall not be adversely impacted to a greater degree than the total compensation package for any other bargaining unit or group of district employees.

If the discretionary part of the total compensation package (general salary increases and health benefits for current employees) agreed to for any other bargaining unit or group in 1992-93 nets additional costs to the District, the District and the Association shall reopen this section of the contract.

Section 2: FUTURE TOTAL COMPENSATION PACKAGE

The District and the Classified Employees Association shall continue meeting to develop language governing the total compensation packages for the remaining two years (1993-94 and 1994-95) of this Agreement. It is the intent of the parties to reach agreement no later than October 31, 1992.
8. HOURS OF EMPLOYMENT

Section 1: WORKDAY AND WORKWEEK

A. The District recognizes the principle of an eight- (8-) hour workday and a forty- (40-) hour workweek for persons employed on a full-time basis. The traditional workweek shall be Monday through Friday. 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. The non-traditional workweek shall not exceed five (5) consecutive days starting any day other than a Monday. A change of assignment from a traditional workweek to a non-traditional workweek shall be based upon the efficient operation of the District, after granting the affected employees the opportunity to provide input.

B. The length of the workday and workweek shall be designated by the District. Each employee shall be assigned a regular, ascertainable number of hours per week.

C. Employees working in Outdoor Education may be allowed to work a flexible forty- (40-) hour workweek 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: FLEXIBLE WORKWEEK

Employees may be allowed to work a flexible forty- (40-) hour workweek 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 3: INCREASES IN ASSIGNED TIME

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

A. Whenever the District increases the workday or work year of a position, it shall offer such increases to unit employees who hold the positions being increased. (See Article 11, Section 3.D.2.)

B. The District may temporarily assign an employee to a work schedule not routinely worked by such employee for a maximum of thirty (30) workdays unless otherwise mutually agreed to by the employee and the immediate supervisor. An employee shall not be required to accept such assignment unless notified five (5) workdays prior to the effective date of the work schedule change.

C. Prior to permanent increases in the workday or work year, employees will be provided at least thirty (30) calendar days advance written notice of the change. Exceptions may be made for:

1. Mutual agreement of the employee and the supervisor,
2. Emergencies,
3. Changes in enrollment figures, or in state and federal funding.
Article 8 - Hours of Employment
Section 3 - Continued

D. Such changes may be made with five (5) workdays written notice. Employee needs such as the following will be considered in the planning stages:

1. Child care,
2. Employee's schooling,
3. Additional, non-district employment.

Section 4: LUNCH PERIODS

Each employee assigned for six (6) or more hours per day shall be entitled to a lunch period of not less than thirty (30) minutes. Taking into consideration the employee's preference and needs of the program/assignment, employees who work five (5) hours or more, but less than six (6) hours per day may be assigned a lunch period of not less than thirty (30) minutes or more than one (1) hour.

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 and shall not vary from day to day within the workweek except as preestablished at the time of employment or when mutually agreed to by the employee and the employee's supervisor. Normally, the lunch period shall be as close to the middle of the shift as feasible.

Exceptions:

Some positions in selected job classes in the Information Services Bureau as noted in the official class description may be assigned to work a straight eight- (8-) hour shift at the request of the department head and with the approval of the Classified Personnel Director or designee.

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 Classified Personnel Director or designee.

Section 5: REST BREAKS

Each employee assigned for more than three and one-half (3 1/2) 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 fifteen- (15-) minute 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 taking employee preferences and program/assignment needs into consideration. Employees shall not leave their assigned work site during rest breaks without permission in advance from their supervisors.

Section 6: SHORTENING OF THE ASSIGNED WORKDAY

Unless mutually agreed between the employee and the supervisor, employees shall not be permitted to shorten their workday by foregoing rest breaks and/or lunch periods.
Article 8 - Hours of Employment
Continued

Section 7: ESTABLISHING STARTING TIMES

The employee's supervisor shall determine the starting time for the employee's workday. Changes will be based on district/site needs, and 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. When an emergency exists.
D. In a non-emergency situation, an employee will be given five (5) workdays prior notice of a change in starting time.

Section 8: OVERTIME

A. The District reserves the right to assign overtime to any employee in the unit and shall compensate employees for overtime worked in accordance with the salary schedule rules and regulations as set forth in Appendix B. Supervisors are encouraged to assign overtime to the employee who normally performs the assigned duties. The following kinds of overtime shall be employed:

1. Ordinary. To the extent possible, ordinary overtime work shall be assigned by mutual agreement between the employee and the supervisor. Under normal circumstances, employees will be given twenty-four (24) hours advance notice of the need to work overtime.

2. Emergency. The District may assign overtime to any employee in the unit when an emergency situation is determined to exist by the division head or his/her designee.

3. Peak Period Overtime. The District shall make as reasonable an effort as feasible to curtail extended periods of overtime. However, when it is not practical or feasible to supplement the existing trained personnel in key jobs with temporary or redirected personnel, the District may mandate overtime in these key jobs for extended periods of time. Peak period overtime must be approved by the division head or designee.

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

When compensatory time is earned, the employee shall be provided the opportunity to take such time off within six (6) work months of accrual. If no such opportunity is provided or is unable to be provided, the employee shall be paid for the accrued compensatory time.
Article 8 - Hours of Employment
Continued

Section 9: SCHEDULED HOLIDAYS

A. The following paid holidays will be observed:

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

*A one- (1-) day floating holiday in lieu of admission day.

Eligible employees are those employees who are in a paid status at any time during the month of September. This floating holiday is to be used at any time on or after Admissions Day with the prior approval of the principal or department head. This holiday does not accrue from year to year and must be taken by June 30 of the fiscal year in which it is earned.

Paid holidays for the duration of this contract shall be those mandated by the California Education Code plus three (3) declared holidays as contained in the district master calendar.

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 for the duration of this contract for the holidays enumerated in this Section shall be established by the District.

Section 10: VACATION

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

<table>
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<th>MONTHS OF SERVICE</th>
<th>HOURS PER MONTH</th>
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<td>13.60</td>
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</table>

B. Employees in part-time positions shall earn vacation in proportion to the time their assignment bears to a full-time position.
C. The maximum accumulation of vacation shall be twice the annual allowance provided in A above. Vacation leave shall not accrue in excess of this amount. Each employee shall be responsible for monitoring his/her own vacation balance to ensure that it does not exceed the maximum accumulation. An employee may be required by his/her supervisor to use vacation in order to avoid reaching the maximum accumulation.

D. Employees who may be subject to a loss of accrued vacation leave should, whenever possible, be provided with the opportunity to use earned vacation leave. If such an employee request is denied and the denial results in the loss of accumulated leave, the employee shall be paid for the actual amount of accrued vacation time lost.

This provision shall apply only to those employees who have reached the maximum accumulation of vacation leave or to employees who may exceed the maximum vacation accrual rate during the next pay period.

E. Upon separation, an employee shall be entitled to lump sum payments for all earned but unused vacation hours not to exceed twice the employee's annual allowance. Employees who terminate before serving six (6) months shall not be entitled to any earned vacation.

F. 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 may be required to take their vacation during winter and spring recess periods.

G. An employee, who while on vacation, has a death in the immediate family as defined in Article 12, Section 4, may request that bereavement leave and, if necessary, personal necessity leave be substituted for vacation during each day affected.

H. An employee who, while on vacation, has suffered a disability, injury or illness may request that sick leave credits be substituted for vacation during each day of such disability. A statement from a licensed physician fulfilling these requirements may be requested by the supervisor.

I. Permanent ten- (10-) and eleven- (11-) month employees in the second through sixth year of vacation entitlement will be permitted to accumulate a negative vacation hours balance. Full-time employees can accumulate a maximum negative balance of forty (40) hours. Part-time employees can accumulate a maximum negative balance equal to five (5) months of vacation accrual to a maximum of forty (40) hours. These negative vacation balances are to be depleted before the payroll docking process occurs.
9. HEALTH AND WELFARE BENEFITS

Section 1: ELIGIBILITY

A. Eligible employees are those active employees in paid status 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 medical, dental, vision 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 tenthsly prorata 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 or child for whom the employee is named legal guardian by court order) 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 or child for whom the employee is named legal guardian by court order) 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 or child for whom the employee is named legal guardian by court order) 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.

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 services ceases in June or July, coverage will continue through September 30 of the same year.

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 enroll for coverage for self and dependents under a District-sponsored medical, dental, and/or vision plan within thirty-one (31) days of becoming eligible or allows such coverage to terminate, the employee will not have the opportunity to enroll for such coverage until the next open enrollment period in November of each year.
Employees are advised to give serious consideration to the consequences of waiving health benefits for themselves and/or their eligible dependents.

Section 2: MEDICAL BENEFITS PLANS

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

1. Kaiser Foundation Health Plan Q with Prescription Drug benefit (Code 9 Plan), Mental Health benefit (Code 6 Plan), and Alcoholism and Drug Dependency (Residential Treatment Program) benefit.

2. San Diego City Schools Medical Benefits Plan.


B. From July 1 through December 31, 1992, the District shall pay the full cost of the Kaiser Foundation Health Plan offered under this Agreement for employees in monthly salaried positions of half-time or more. Employees selecting coverage under other than the Kaiser Foundation Health Plan will contribute the difference, if any, in cost between their choice and the Kaiser Foundation Health Plan. No employee contribution will be required if this difference is less than one dollar ($1.00) tenthly.

For employees in monthly salaried positions of less than one-half time, the District will contribute towards the cost of the Kaiser Foundation Health Plan in an amount equivalent to the proportion the employee's assignment bears to full time, providing the employee contributes the remaining cost of each tenthly premium.

Effective January 1, 1993, the District shall pay the full cost of the San Diego City Schools Medical Benefits Plan. Employees selecting coverage under the Kaiser Foundation Health Plan or the Health Net Plan will contribute the difference, if any, in cost between their choice and the San Diego City Schools Medical Benefits Plan. No employee contribution will be required if this difference is less than one dollar ($1.00) tenthly.

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 through December 31, 1992. Effective January 1, 1993, the Plan shall be amended in conformance with the 1993 Board of Education-adopted San Diego City Schools Medical Benefits Plan Document.

D. The Kaiser Foundation Health Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992. Effective January 1, 1993, the Plan shall be amended to become the Kaiser Foundation Health Plan A with Prescription Drug Benefit (Code 9), Mental Health 3, and Alcoholism and Drug Dependency (Residential Treatment Program) benefit.

E. The Health Net Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992. Effective January 1, 1993, the Plan shall be amended to include a copay of seven dollars ($7.00) per prescription for generic drugs and nine dollars ($9.00) per prescription for name brand drugs.
Section 3: DENTAL BENEFITS PLANS

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. DeltaCare Dental Plan (through December 31, 1992).
4. Western Dental Plan (effective January 1, 1993).
5. DentiCare (effective January 1, 1993).

B. From July 1 through December 31, 1992, 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, 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) tenthly.

Effective January 1, 1993, the District shall pay the full cost of the San Diego City Schools Dental Benefits Plan. Employees selecting coverage under the Western Dental Plan or DentiCare will contribute the difference, if any, in cost between their choice and the San Diego City Schools Dental Benefits Plan. No employee contribution will be required if this difference is less than one dollar ($1.00) tenthly.

C. The San Diego City Schools Dental Benefit Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992. Effective January 1, 1993, the Plan shall be amended to conform to the 1993 Board of Education-adopted San Diego City Schools Dental Benefits Plan Document.

D. The DeltaCare Dental Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992.

E. The Safeguard Dental Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992.

F. Effective January 1, 1993, the District shall offer the Western Dental Plan as a dental plan option.

G. Effective January 1, 1993, the District shall offer the DentiCare Plan as a dental plan option.

H. Effective July 1, 1992, an employee who retired on or after June 1, 1992, or who retired prior to that date and has maintained continuous coverage under a district-sponsored dental plan as a COBRA beneficiary through June 30, 1992, may continue participation in a district-sponsored dental plan by remitting payment to the Employee Benefit Services Department at the contribution rates established by the District.
Article 9 - Health and Welfare Benefits
Continued

Section 4: LIFE INSURANCE

A. The group term insurance policy under Northwestern National Life Insurance Company equal to annual salary or seven thousand five-hundred dollars ($7,500), whichever is greater, shall remain in full 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

The Vision Service Plan (Plan A) with a fifteen dollar ($15.00) deductible for eligible employees only in effect immediately prior to the effective date of this Agreement shall remain in full force and effect through December 31, 1992. Effective January 1, 1993, the Plan shall be amended to include coverage for eligible dependents and shall require an annual deductible of twenty-five dollars ($25.00) for each covered person.

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 offices of the medical, dental, or vision providers/carriers or third party administrators contracted to provide claims processing and review services.

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. Risk Management Resources, Inc. (RMR) 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 employees on layoff 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.
Article 9 - Health and Welfare Benefits  
Section 6 - Continued

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 and dental plans referred to in Sections 2 and 3. 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 (1) of the medical or dental plans referred to in Sections 2 and 3 at the time of his/her death.

2. The spouse must notify the Employee Benefit Services Department within thirty-one (31) days of the date when coverage would normally terminate, that coverage should be continued.

3. Required contributions must be received by the Employee Benefit Services Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District.

H. Employees who are separated due to a reduction in force may continue their group medical coverage for up to eighteen (18) calendar months from the date coverage would have normally terminated by paying the required fee to the District (COBRA).

Section 7: RETIREE MEDICAL BENEFIT FUNDS

A. The Retiree Medical Benefit Funds for employees in the Para-Educators bargaining unit in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement except that effective October 1, 1990, and each year thereafter the District shall deposit to these funds an amount equal to the prior year's deposit, increased by the same percentage by which the salary schedule is increased as set forth in Article 7, Section 1, less advance deposits, if any, as described in Paragraph E below. These funds shall be used exclusively to reduce the monthly contributions paid by eligible retirees participating in a district-sponsored group medical plan by the amount established by Paragraph D.

B. A retiree who meets all of the following conditions will be eligible for this benefit.

1. The employee, immediately upon separation from the District, began to receive a service retirement benefit from the Public Employees' Retirement System (PERS) or the State Teachers' Retirement System (STRS).

2. The employee had seventeen (17) years of paid monthly salaried service with the District (excluding unpaid leaves of absence) of which the last 365 calendar days of such service (including the employee's normal recess periods) must have been in a monthly salaried position of one-half time or more.

3. The employee's retirement effective date with PERS or STRS is on or after June 1, 1988.

4. The employee is under age 65 as of the retirement effective date with PERS or STRS.
5. The employee was covered under a district-sponsored group medical plan as an employee immediately prior to the retirement effective date under PERS or STRS and chose to maintain coverage under such plan as a retiree by executing the appropriate form and making the required contribution to the District.

C. Eligibility for this benefit shall cease at the end of the month in which the retiree dies or reaches age 65, whichever occurs first. The retiree may continue coverage in the district-sponsored medical plan beyond age 65 by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.

D. Annually, a new reduction shall be established by dividing the total amount of money in each fund (after the deposit made in accordance with Paragraph E) by the expected number of eligible retirees, divided by twelve (12). Such amount shall not exceed one-hundred dollars ($100.00) monthly.

E. If at any time the fund balances are not sufficient to provide for the monthly reduction established in Paragraph D, the District shall make advance deposit(s) as necessary to the fund to provide for the continuation of the established reduction through September 30 of the same year. If advance deposit(s) is (are) made, then on October 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous October 1.

F. The Board of Education, as an elected body, shall provide for the management and control of each of the funds as a public trust. The District and the Association may establish a special committee to review the annual audit statement for the purpose of determining the integrity of the benefit funds. Either party may request a quarterly meeting for audit review purposes.

Section 8: DISTRICTWIDE HEALTH BENEFIT COMMITTEE

A. The parties agree to the appointment of a Districtwide Health and Welfare Benefit Advisory Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall meet in accordance with a meeting schedule established by the Committee.

B. The Committee will review district health and welfare benefit programs and have the opportunity to meet with plan providers and outside consultants to become informed on the plan provisions, financing, agreements with providers and other appropriate plan details.

C. The Committee may develop advisory recommendations from time to time regarding modifications to the health and welfare benefit programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group.
Section 1: DISTRICT RESPONSIBILITIES

The District shall provide a safe and healthy work environment for all employees. The District shall comply with all applicable provisions of federal, state, and local law regarding maintenance of safe and healthy work conditions.

Section 2: TRAINING AND EQUIPMENT

A. The District will provide all employees exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Such training will include, but not be limited to:
   1. Procedures to prevent the spread of contagious diseases,
   2. Operation of video display terminals (VDT),
   3. Correct lifting procedures,
   4. Physical restraint of students.

B. The District shall provide all employees exposed to hazardous conditions with protective clothing and equipment necessary for the safe performance of their jobs. Such clothing and equipment may include, but not be limited to, adequate protective clothing and gloves, and sanitary facilities and equipment.

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

D. Upon request, a bargaining unit member shall be provided a consultation with Student Services and/or a district physician to discuss job-related health concerns.

E. The District shall present all bargaining unit members with annual on-site first aid and/or health-related training.

Section 3: NOTIFICATION OF UNSAFE WORK CONDITIONS

A. No employee shall be required to work in unsafe areas. Any employee who believes his/her work site is unsafe will notify the supervisor. The supervisor will inspect the site and correct any unsafe conditions. Any employee who believes the supervisor has failed to correct an unsafe work condition may file a complaint with the Safety Committee.

B. No reprisal will be taken against any employee as the result of reporting an unsafe work 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 will be given the opportunity to provide input in the development of the plan. A copy of the site security plan will be provided to each employee no later than October 1 of each year, or for employees hired after October 1, on the first day of employment.
Section 5: SAFETY COMMITTEE

A. A joint Association/District Safety Committee shall be established to monitor, review, and make recommendations on safe and healthy work conditions and to hear employee complaints.

B. The Committee shall consist of equal number of association and district representatives.

C. Normally, the Safety Committee shall meet monthly. Additional meetings may be called at the request of the Association or the District. Meetings shall be held during regular work hours. Association Safety Committee members shall be released to attend all meetings at no loss of salary, leave or benefits.

D. Safety Committee recommendations shall be submitted to the Superintendent or his/her designee. The Superintendent or his/her designee shall respond no later than thirty (30) calendar days after receipt of the recommendations.

Section 6: PHYSICAL THREAT OR ASSAULT/BATTERY

Whenever any employee is attacked, assaulted, or menaced while in the course of performing his/her duties, it shall be the duty of such employee, and the duty of any person under whose direction or supervision such employee is employed in the San Diego Unified School District who has knowledge of such incident, to promptly report the same to the immediate supervisor and appropriate law enforcement authorities.

Section 7: GRIEVANCES

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

Section 1: DEFINITION OF TRANSFER AND REASSIGNMENT

A. **Transfer.** 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. **Reassignment.** A reassignment is an administrative change of an employee from one site or program to another site or program.

Section 2: INITIATION AND APPROVAL OF TRANSFERS AND REASSIGNMENTS

A transfer may be requested by the employee affected. An administrative reassignment may be initiated by the employee's supervisor or his/her designee. The approval of the Classified Personnel Director or his/her designee is required before a transfer or administrative reassignment is accomplished.

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.** The original transfer request form need not be signed by the principal or department head at the time it is submitted. Before being referred to a specific vacancy in which the employee is interested, he/she must submit a new transfer request which will be signed by the principal or department head indicating knowledge of the possible transfer.

C. **Transfer to positions in different classification.** 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.

D. **Interview by supervisor.** Transfer requests shall be reviewed first, but the supervisor may fill the vacancy from another source as deemed appropriate by the Classified Personnel Director or his/her designee.

1. If the supervisor or department head decides to interview eligible candidates, (s)he shall interview an equal number of eligible employees from the appropriate transfer list. Eligible employees must have completed the transfer request form and must have a satisfactory evaluation (in all categories) on file.

2. The names of employees who currently work less than four (4) hours per day will be referred to supervisors wishing to fill new or vacant positions of four (4) or more hours per day if the vacancy exists in the same or significantly similar job classification. (Note: see Article 8, Section 3.A.)

Section 4: 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. Before any request for an administrative reassignment is acted upon, the employee must be advised in writing by the principal or department head that an administrative reassignment is being recommended and the reasons therefor. Except in the case of an emergency, the employee will be made aware of the proposed reassignment as soon as possible, but not less than five (5)
workdays 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 5: RETURN TO FORMER POSITION

An employee who has vacated a position to accept a promotion and who during the first thirty (30) calendar days of the probationary period requests to return to his/her former classification shall be reinstated to the former position or in a position equal in classification to the former position, provided an appropriate vacancy exists.

Section 6: 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. Employees in the affected classifications should be made aware of the opportunity to volunteer for the reassignment. 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 may exercise their rights under Article 16, Layoff and Reemployment.

Section 7: CLOSING SCHOOLS

Classified employees who must be reassigned due to the closing of a school will be given their choice of existing vacancies in their classification. The order of choice shall be by seniority within classification. If no vacancy exists, permanent employees may exercise their rights under Article 16, Layoff and Reemployment.

Section 8: SCHOOL OPENING

School opening. A new educational facility opening where none had existed before or where a school had previously been closed and then reopened. (Examples: University City High, Farb Middle School, etc.) In a school opening, the selection of classified employees for available authorized vacancies shall be accomplished under the provisions of Article VII, Section 3, of the Merit System Rules.

Section 9: SCHOOL GRADE-SPAN ORGANIZATIONAL CHANGE

School grade-span organizational change occurs when one or more grade levels 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 may exercise their rights under Article 16, Layoff and Reemployment.
Section 10: SCHOOL REORGANIZATION

A school reorganization is 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 school; a 7-9 junior high becomes a continuation high school.) In a school reorganization, classified employees who were at the 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 may exercise their rights under Article 16, 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 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) PARA-ED 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 Section 11.C. 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 may exercise their rights under Article 16, Layoff and Reemployment. If additional authorized positions are created by the consolidation, selection of additional classified employees shall be accomplished under the provisions of Article VII, Section 3, of the Merit System Rules.

Section 12: PROMOTIONAL EXAMINATION ELIGIBILITY

Eligible permanent employees serving a permanent/probationary period (one year) shall be eligible to participate in promotional examinations and, after having completed six (6) months in their current position, may participate in promotional interviews.

Section 13: EMPLOYMENT OPPORTUNITIES INFORMATION

Employees who desire information concerning employment opportunities should contact the District's 24-hour job hotline at 293-8002.
12. LEAVE POLICIES

Section 1: SCOPE OF LEAVE POLICIES

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

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 California 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 accrual starts 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 the 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:

<table>
<thead>
<tr>
<th>Employment Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ten- (10-) month employees</td>
<td>110 days</td>
</tr>
<tr>
<td>Eleven- (11-) month employees</td>
<td>111 days</td>
</tr>
<tr>
<td>Twelve- (12-) month employees</td>
<td>112 days</td>
</tr>
</tbody>
</table>

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 sick leave in excess of the limits shown above.

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. Requests must be accompanied by a physician's statement of incapacity. Return to duty is dependent upon the physician's statement of recovery.
Article 12 - Leave Policies
Section 2 - Continued

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 receive compensation while absent on sick leave, an employee shall notify his/her supervisor of his/her intended absence for each day of absence. Unless conditions make notification impossible, such daily notice shall be in accordance with site/departmental procedures. The burden of proof of impossible conditions shall be upon the employee.

K. Any employee who uses sick leave for reasons other than those specified in this Section may be subject to disciplinary action.

Section 3: SICK LEAVE INCENTIVE

A. Those employees having perfect attendance (not using their annual sick leave allotment of 10, 11, or 12 sick leave days) during one complete fiscal year (July 1 through June 30) shall be entitled to one (1) paid day of leave for personal, professional improvement (PPI) during the next fiscal year.

B. Attendance records for determining an employee's eligibility for a personal, professional improvement day will be maintained by the site or department where the employee works. The personal, professional improvement day may be used at any time with the prior approval of the department head or principal.

C. The personal, professional improvement day does not accrue from year to year and must be taken prior to June 30. If an employee's request for the use of the personal, professional improvement day is denied and the denial results in the loss of the personal, professional improvement day, the employee shall be paid for the day.

D. Employees using personal necessity leave for religious holiday observances (maximum of two [2] per school year) will continue to be eligible for the sick leave incentive.

Section 4: IMMEDIATE FAMILY

Immediate family as used in this Article shall include the following relatives of the employee or the employee's spouse: spouse, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, life partner, 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 5: PERSONAL NECESSITY LEAVE

An employee may use up to six (6) days of accumulated full-salary sick leave benefits described in Section 2 of this Article in any school year in the following cases of personal necessity:

A. Death of a member of the immediate family. Personal necessity leave may be used after bereavement leave benefits are exhausted.

B. Employees may use one (1) day per fiscal year for the purpose of attending the funeral of a close friend or relative not included in the definition of immediate family.
Article 12 - Leave Policies
Section 5 - Continued

C. 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 require 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.

D. 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.

E. 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 workday. For good cause, based upon suspected abuse, supervisors may require verification by a physician's statement.

F. Observance of a religious holiday of the employee's faith (limited to three [3] days per year). Application must be filed no less than five (5) workdays in advance of the religious holiday.

G. A father, upon the birth of his child, and parents, upon the adoption of a child, may use personal necessity leave.

H. Any employee who uses personal necessity leave for reasons other than those specified in this Section may be subject to disciplinary action.

Section 6: 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. 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. **Family.** A family leave of absence without pay will be granted to an employee for the purpose of childbearing and child rearing and/or health care for the members of the immediate family 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 Human Resource Services Division in writing of the desire to take such leave and, except in cases of emergency, shall give such notice thirty (30) calendar 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. Return shall be determined mutually by the employee's physician and the District.
   b. An employee may be entitled to a leave for the purpose of child rearing and/or health care for the members of the immediate family.
c. An employee adopting a child may be entitled, upon request, to a leave prior to receiving custody in order to fulfill the requirements for adoption.

3. **Caretaker Leave.** An unpaid family rights leave for up to four (4) months (within a twenty-four- [24-] month period) shall be granted to an employee for the following purposes:

a. Birth of an employee's child.

b. Employee's adoption of a child.

c. Serious illness of an employee's child, spouse, or parent(s).

(1) Serious illness is defined to mean an illness, injury, impairment, or a physical or mental condition which warrants the participation of a family member in providing care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider.

(2) Leave for illness of an employee's child, spouse, or parent(s) requires certification by a health care provider of the individual requiring care. Medical certification requirements include the following:

(a) Statement that the serious health condition warrants the absence of an employee to provide care during a period of treatment or supervision of the individual requiring care,

(b) Date on which the serious health condition commenced,

(c) Probable duration of the condition, and

(d) Estimate of the amount of time the employee needs to care for the individual requiring care.

(3) Additional medical certification may be required upon expiration of the time estimated for the employee's absence.

d. Prior to the commencement of this leave, a supervisor may require, or an employee may elect (with the prior approval of the supervisor), the use of accrued vacation leave. In addition, an employee may elect to use available sick leave benefits as outlined in this Article.

e. Eligibility requirements include the following:

(1) Granting of this leave will not cause undue hardship on the District's operations.

(2) Employee must have been employed continuously for one (1) year.
(3) If both parents of a child are employees of the District, the total leave available for use by both employees may not exceed four (4) months within a twenty-four- (24-) month period, and only one parent may be absent on this leave at a time.

(4) A salaried employee's request may be denied if they are one of the five (5) highest paid employees, or are among the top ten percent (10%) of the employees in terms of gross salary, whichever group encompasses the greater number of persons, employed by the District at the same location.

f. Reasonable advance written notice of request for leave must be provided to the supervisor. Approval must be obtained from the principal/department head prior to the commencement of such leave.

4. 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.

5. Other. Requests for other leaves may be granted to benefit the District as determined by the Assistant Superintendent, Human Resource Services Division, or designee.

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

Section 7: REINSTATEMENT UPON RETURN FROM LEAVE

A. Health or Family Leave. 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: (1) returned to the position formerly held, if vacant; (2) returned to a vacant position of equal classification level and of similar requirements of ability and skills; or (3) the employee may request voluntary acceptance of a vacant position in a lower salary grade.

B. Caretaker Leave. 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: (1) returned to the position formerly held, if vacant; or (2) returned to a vacant position of equal classification level and of similar requirements of ability and skills. The employee will be returned to the same or similar geographic location as the location of the position held prior to the leave.

C. Professional Study Leave. The employee shall retain seniority for purposes of reemployment or retention in the case of layoff or other agreed-upon seniority rights. An employee returning from such leave shall be: (1) returned to the position formerly held, if vacant; (2) returned to a position of equal classification level and of similar requirements of ability and skills, if available; (3) may request voluntary acceptance of a position in a lower salary grade, if available; or (4) if none of these alternatives is available, the employee's name shall be placed at the top of the eligibility list for his/her job class. If not selected for a regular position during the one- (1-) year eligibility list period, the employee shall be terminated.
Article 12 - Leave Policies
Section 7 - Continued

D. Other Leaves. 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 8: PERSONAL BUSINESS ABSENCE

A. TWO-HOUR ABSENCE (PAID)

1. 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 working less than six (6) hours, the two (2) hours shall be reduced proportionately.

2. Any employee who uses personal business absence without authorization shall not be paid for the time absent and may be subject to disciplinary action.

B. ONE-MONTH ABSENCE (UNPAID)

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

Section 9: ABSENCE ON DISTRICT BUSINESS

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

Section 10: 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 250-mile radius, may be granted to an employee upon the death of a member of his/her immediate family (or that of the spouse).

Section 11: MILITARY LEAVE

A. Short-Term Military Leave (fifteen (15) consecutive 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 fifteen (15) consecutive calendar days within a twelve- (12-) month period 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 fifteen (15) calendar days of ordered military duty.

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 11.B.

**Section 12: 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, vision and/or life insurance plan in which he/she was enrolled immediately prior to going on a leave. Employees electing such coverage shall deposit with the District the required premiums for the elected coverage in advance.
Section 1: SCOPE OF EVALUATION

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

The District shall establish and maintain a continuing process of employee performance evaluation. The process shall include provisions for preparation of written evaluations and a means of making the results of such evaluation known to the employees.

Section 2: PROCEDURE

A. **Purpose.** Evaluation is the careful, systematic appraisal of employee work performance which provides a basis for employee counseling and assistance, promotes greater work efficiency, and improved employee morale.

B. **Performance Standards and Expectancies.** To provide for a careful systematic appraisal of employee work performance, the employee's supervisor (or designee) will discuss with new employees or with employees assigned significant new or reorganized tasks the following:

1. Elements of the district position class description that apply to the specific responsibilities of the employee.
2. Standards of the supervisor as to any special work rules, job skills, and attitudinal factors relating to the employee's particular job assignment.
3. Performance expectancies of the supervisor related to the employee's present level of skill and experience and to the level of skill and experience expected after performance on the job for a reasonable period of time.
4. The Association and the District recommend that the supervisor and employee document the date and substance of the discussion.
5. Prior to his/her first scheduled evaluation, each new classified, transferred or promoted employee shall be given information about the District's performance evaluation form and program and the supervisor's standards.

C. **Pre-evaluation Counseling and Expectancies.** Should an 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 the next scheduled evaluation. Any changes in performance standards or expectancies will be made known to all affected employees before implementation.

D. **Scheduled Performance Evaluations:**

1. Employees shall be given at least two (2) workdays notice prior to receipt of an evaluation report.
2. Probationary employees are evaluated at least twice: once prior to the end of the third month, and once prior to the end of the eleventh month of each employee's probationary period.
3. Permanent employees are evaluated every two (2) years on the anniversary date of the employee's current classification.
4. Restricted status employees are evaluated at three (3) months, six (6) months and every two (2) years thereafter.

E. Special (Unscheduled) Performance Evaluations:

1. A special (unscheduled) evaluation report for an employee may be prepared at any time by the supervisor, with at least two (2) workdays notice. 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.

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

F. Review. Principals and department heads need not submit evaluations on subordinates to a higher level for review.

G. 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.

H. Employee Discipline. No unit member shall be disciplined without cause. Employees shall have the right to have a representative of their choice present at any conference between the employee and the District at which employee discipline is intended to be administered.

Employee discipline is defined as suspension, demotion, dismissal, and voluntary resignation in lieu of dismissal.

When, in the judgment of the District, the primary purpose of the initial conference is to impose, or to recommend the imposition of, discipline against the employee, the employee shall first be entitled to receive written notice of said purpose and of his/her rights to representation at least twenty-four (24) hours in advance of convening the conference.

This Section shall not apply to suspensions resulting from charges or arrests for criminal acts for which suspension is provided in Article IX, Section 3 of the Merit System Rules.

Section 3: PERSONNEL FILES

A. Materials in an employee's personnel file maintained at the employee's work location or in the Human Resource 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, provided the review occurs at a time when he/she is not actually required to render services to the District.

B. 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 Human Resource Services Division administrator, if maintained at the Education Center.
Article 13 - Performance Evaluation Procedure
Section 3 - Continued

C. The material which may be inspected shall not include ratings, reports, or records which were: (1) obtained prior to the employee's employment; (2) prepared by identifiable examination committee members; or (3) obtained in connection with a promotional examination.

D. The employee shall make an appointment to review his/her personnel file at least two (2) workdays in advance and the employer shall honor the request under normal conditions.

E. Placement of Derogatory Material in Personnel Files:

1. Complaints made by any person regarding an employee which are serious enough to become a matter of record shall be brought promptly to the employee's attention. Employees are entitled to know the identity of the source of all such complaints.

2. Derogatory material related to an employee's conduct, service, or character shall not be entered in an employee's personnel file unless and until the employee is notified and given an opportunity to review and comment thereon.

The employee's comments must be submitted within a period of ten (10) workdays.

The employee shall be given a copy of the material. The employee shall acknowledge that he/she has read such material by signing and dating the original records, with the understanding that the employee's signature signifies only that the material has been read and does not necessarily indicate agreement with its contents.

The employee's review of such derogatory material will take place during normal business hours, and the employee shall be released from duty without loss of pay for this purpose.
14. GRIEVANCE PROCEDURE

Section 1: DEFINITIONS

A. A grievance is a claim by one or more specifically-named employees or by the association that there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement which personally and adversely affects the grievant(s) or the employee(s) named by the association.

The right of the association to submit a grievance is limited to provisions delineating the rights of the association which are not appropriate topics for an individual grievant or to grievances filed on behalf of named employees.

A group grievance may be filed on behalf of more than one specifically-named grievants when there are mutually-agreed common questions of fact pertaining to each grievance.

B. A grievant is an employee, a group of employees, or the association.

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. Division representative means the division head or his/her designated representative.

Section 2: LEVEL ONE: INFORMAL RESOLUTION - IMMEDIATE SUPERVISOR

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

Section 3: LEVEL TWO: PRINCIPAL/DEPARTMENT HEAD

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

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

B. The grievance shall be filed on a form provided by the District and made available by the association representative or Human Resource Services Division. The written grievance shall contain:

1. A description of the specific grounds of the grievance, including names, dates, 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 immediate supervisor's proposed resolution of the problem is unacceptable.

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

C. Upon receipt of the written grievance, the administrator shall schedule a meeting to discuss the issues raised in the grievance. The meeting shall be conducted within ten (10)
workdays from the date the grievance is received by the administrator. The purpose of this meeting shall be to explore all sides of the issues giving rise to the grievance and to attempt to find a mutually-acceptable solution. The grievant shall have the right to be accompanied by his/her association representative at all scheduled meetings.

If a mutually acceptable resolution is reached at the meeting, the administrator shall initiate implementation of the resolution within five (5) workdays.

If a resolution is not reached at the meeting, the administrator shall issue a written response within ten (10) workdays of this meeting.

Section 4: LEVEL THREE: DISTRICT LEVEL

The grievant may appeal the written decision rendered at Level Two by signing the appropriate portion of the written grievance form and filing the form with the Human Resource Services Division within ten (10) workdays after receiving the decision. Information copies shall be sent to the grievant's supervisor or other district administrator if appropriate and the Association. Only relevant information obtained during Level Two may be asserted.

Within ten (10) workdays of filing of the appeal, the appropriate administrator in the Human Resource Services Division shall schedule a meeting on the grievance.

The appropriate administrator in the Human Resource Services Division shall, within ten (10) workdays of the meeting, issue a written decision.

Once a grievance claim under this procedure reaches Level Three, neither the scope of the grievance claim nor the remedy may be expanded at subsequent levels.

If a grievance is settled at this level, the Assistant Superintendent, Human Resource Services Division, or designee, shall initiate implementation of the resolution within five (5) workdays.

Section 5: LEVEL FOUR: BINDING ARBITRATION

A. If a grievance is not resolved at Level Three, the Association may request a hearing before an arbitrator. The request shall be filed in the Human Resource Services Division within fifteen (15) workdays after the written decision of the division representative becomes effective.

B. Within five (5) workdays after receipt of a request for arbitration, the Assistant Superintendent, Human Resource Services Division, designee and the Association agree to meet and review the pending arbitration case. If no agreement is reached, the District shall request the State Mediation and Conciliation Service to supply a list of seven (7) arbitrators. The arbitrator should be chosen by allowing each party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall alternate between the Association and the District.

C. The costs of arbitration shall be borne as follows:

1. The District and the Association shall share equally in the payment for the services and expenses of the arbitrator.
Article 14 - Grievance Procedure
Section 5.C. - Continued

2. During any arbitration hearing conducted under this Agreement, the District agrees to release employees without loss in compensation for an individual grievant and up to two (2) witnesses, unless otherwise mutually agreed between the parties.

3. Unless mutually agreed otherwise, 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 costs of the transcript, and if both parties request transcripts, they shall share the cost.

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

1. The functions of the arbitrator shall be:
   a. To hold a hearing concerning the grievance, and
   b. To render a binding decision within a reasonable period of time.

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

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

5. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the fifteen- (15-) workday period for filing a grievance specified in Level Two of this grievance procedure. The arbitrator shall have no power to render an award in any grievance arising before or after the effective date of this Agreement.

Section 6: LEVEL FIVE: APPEAL

A. The decision of the arbitrator is not appealable by either party except as provided in this Section and, unless so appealed, shall be the full, complete and final resolution of the grievance and implemented in accordance with these terms.

B. Either the Association or the District may appeal the arbitrator's decision to a court of competent jurisdiction within twenty (20) workdays of such decision on either or both of the following grounds, which the parties intend to include within their interpretation and understanding of Code Of Civil Procedure Sections 1286.2, 1286.4 and 1286.6:
Article 14 - Grievance Procedure
Section 6.B. - Continued

1. Where another remedy has been provided by law which leads to a different result than that reached by the arbitrator, and in which event it shall be deemed that the arbitrator exceeded his/her powers under this Agreement.

2. Where the arbitrator's decision is contrary to any of the provisions of Section 5, subparagraphs D.1 through D.5, respectively, or any of them, of this Agreement, it shall be deemed to be arbitrator misconduct and/or that the arbitrator has exceeded his/her powers under the Agreement.

3. In addition to Section 6, Level Five, A. and B. above, any award made by an arbitrator under the provisions of this Agreement may be corrected or enforced pursuant to Civil Code Section 1285 et seq., except that, where a shorter time is specified in this Agreement to commence a court proceeding than is given under the Code of Civil Procedure, the shorter time of this Agreement shall control.

C. Failure of either party to commence a court action within the period indicated herein, shall constitute a waiver of the right to appeal and the decision of the arbitrator shall become final and non-appealable.

Section 7: GENERAL PROVISIONS

A. No grievant shall be required to discuss any grievance if his or her representative is not present.

B. Upon mutual agreement between the grievant and the appropriate level administrator, grievance meetings specified at Levels Two and Three may be waived.

C. Unless otherwise provided, 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 Assistant Superintendent, Human Resource Services Division, or designee.

D. Any grievance not appealed to the next level of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding level.

E. If the District does not render a written response within the limits set forth at any level of the proceedings, the grievant may advance to the next level.

F. By mutual agreement of the Association and the Assistant Superintendent, Human Resource Services Division, or designee, grievances involving an action by an administrator above the level of principal or supervisor may be filed at Level Three.

G. Grievances shall be filed on a mutually agreeable form which shall be provided by the Human Resource Services Division and the Association.

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

I. 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.
Article 14 - Grievance Procedure
Section 8.L - Continued

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 Human Resource Services Division and the Association.

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

K. All grievance documents will be maintained in the office of the Assistant Superintendent, Human Resource Services Division.

L. In any cases in which the Association did not have a representative present at Level Three of the grievance procedure, the District shall not implement a proposed resolution of the grievance until the Association has been sent a copy of the grievance and has been given five (5) workdays within which to file a response.

M. Actions to challenge the Merit System Rules, procedures and policies of the District, or any provision of state, local, or federal law or to appeal the District's adherence to or application of any of the aforementioned shall not be undertaken through the grievance procedure.

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

O. The District shall not be required to process any grievance which does not meet the specified time lines set forth in this Article.

P. Other employer-employee relations matters for which a specific method of review is prescribed by law, the Board of Education rules and regulations or District Administrative Regulations and Procedures, and the determination of classification and salaries of employees are not within the scope of this procedure.

Section 8: INCLUSIONS AND EXCLUSIONS

The provisions of this Article shall not apply to the health and welfare benefits described in Article 9. Complaints involving health and welfare benefits shall be resolved through the complaint resolution procedure which is a part of each plan.
Section 1: DUES DEDUCTIONS

Any employee who is a member of the Association, or who applies for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by the Association. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the pay warrant of the employee each month for ten (10) months.

Section 2: PAYMENT OF MONIES

With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit promptly such monies to the Classified Employees Association-NEA accompanied, without cost to the Association, by an alphabetical list of employees from whom such deductions have been made, categorizing them by the type of deduction and specific amount.

Section 3: MEMBERSHIP

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

Section 4: HOLD HARMLESS

The Association agrees to indemnify, defend and save harmless the District, its officers, agents and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement of the provisions of this Article.
Section 1: DUES DEDUCTIONS

Any employee who is a member of the Association, or who applies for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues and such other mutually agreed payroll deductions as may be offered by the Association. Such authorization shall continue from year to year, unless revoked by the individual. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the pay warrant of the employee each month for ten (10) months.

Section 2: PAYMENT OF MONIES

With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit promptly such monies to the Classified Employees Association-NEA accompanied, without cost to the Association, by an alphabetical list of employees from whom such deductions have been made, categorizing them by the type of deduction and specific amount.

Section 3: FAIR SHARE ELECTION

A secret ballot election will be held among all employees in the bargaining unit during the 1992-93 school year to determine if a mandatory service fee should be implemented. The election will be conducted by the Public Employment Relations Board and upon such a vote, if a majority of those employees voting approve the agreement, the fair share provision, Section 4, will become effective the first full month following a sixty- (60-) day notice to the District by the Classified Employees Association.

Section 4: FAIR SHARE PROVISION

A. Any unit member who is not a member of CEA-NEA, or who does not make application for membership within thirty (30) days of the operative date of this Section or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, whichever occurs later, shall:

1. Become a member of the Association through payroll deduction or pay the annual dues in one (1) lump sum payment to the Association, or

2. Pay a service fee, the amount of which is determined by the Association and authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements; provided that it shall be the sole responsibility of the Association to ensure that such fee is legally determined and legally appropriate. The fee shall be paid through payroll deduction or may be paid in one (1) lump sum payment to the Association, or

3. Request exemption status from the Association based on philosophical or religious objections (see Section 5 below). The amount equivalent to the fee described above in Section A.2. must be paid to a non-religious, non-labor charitable organization which is exempt from Title 26 of the Internal Revenue Code. The fee may be paid through payroll deduction (if available) or in one (1) lump sum payment to one of the charitable organizations listed below:
Article 15 - Organizational Security
Section 4.A.3. - Continued

   a. Ronald McDonald Children's Charities
   b. Ronald McDonald House
   c. Children's Hospital Foundation

B. In the event a non-member does not pay such fee directly to the Association or qualify as an objector exempt from the fee, the Association shall so inform the District in writing, with a copy to the employee, certifying these facts and the correct amount of the fee owed. The District shall then begin automatic payroll deduction as provided in California Education Code Section 45168.

Section 5: FAIR SHARE EXEMPTIONS

A. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations or any employee who has deeply held, long-term philosophical objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association. Such unit members shall apply to the Association for an exemption as described herein. The Association shall develop a process for granting/denying such applications, including appeal rights for applications denied which provide for hearing by a neutral third party.

B. Provided that the Association has no cause to presume a change in the religious/philosophical exemption status of an employee, once an exemption is granted it need not be reviewed on an annual basis. However, proof of payment of the charitable funds, pursuant to this Section, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of Section 4 above.

C. Proof of payment (in lieu of the service fee) shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment was made. Such proof shall be presented on or before the date required for a lump sum payment of fair share fees in each school year.

D. Any unit members making charitable contributions as set forth in this Article, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

Section 6: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

The parties recognize that PERB may, from time to time, adopt procedures regulating fair share (agency fees). It is the intent of the parties that the Association abide by such regulations in the collection of such fair share fees. The parties further agree that any action to enforce such regulations shall be brought solely by employee(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the parties under this Agreement. Upon request of the employee, the Association shall provide a copy of the most current set of PERB regulations regarding this subject.
Section 7: HOLD HARMLESS

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

The Association shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried or appealed. Prior to the exercise of these rights, the Association shall be required to inform and consult with the District.

Section 8: MISCELLANEOUS

A. The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or fair share fees within this Article until the pay period commencing not less than thirty (30) workdays after submission of the form by the employee or the Association.

B. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The Association further agrees to provide the District with a timely copy of all reports legally required of the Association dealing with fair share fees.
16. LAYOFF AND REEMPLOYMENT

Section 1: EXEMPTION FROM MERIT SYSTEM RULES

Members of the Para-Educators bargaining unit are exempt from Article X, Layoff and Reemployment, of the Merit System Rules for classified employees.

Section 2: DEFINITIONS

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

B. District Seniority. The total length of service since last hire date as a regular classified employee with the District.

C. 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.

D. Seniority Within a Classification. Total length of service since the last hire date as a regular classified employee to the classification.

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 interest 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

A. 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 date of layoff or reduction in hours. Nothing herein provided shall preclude a layoff or reduction in hours for lack of funds in the event of an actual and existing financial inability to pay salaries of 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.

B. The Association shall be given the names of employees laid off or reassigned under the provisions of this Article.

Section 5: ORDER OF LAYOFF

Employees shall be laid off by classification according to their status in the following order: (1) temporary; (2) restricted status; (3) probationary; and (4) permanent. In the case of permanent and probationary employees, classification seniority will be the determining factor. In the event of a tie, the employee with least 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. Regular classified employees on layoff retain classification seniority and district seniority up to thirty-nine (39) months.
Article 16 - Layoff and Reemployment
Continued

Section 6: DISPLACEMENT RIGHTS

A. Regular classified 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 their own hours per day and days per work year. If there is no least senior employee in the same classification, employees may displace the least senior employee in the next lower classification in which they have served as either a probationary or permanent employee and have greater classification seniority than the least senior employee.

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

Section 7: REEMPLOYMENT

A. Regular classified 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 eligibility 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. An 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. Temporary and restricted status employees have no reemployment rights.

C. An 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 Human Resource Services Division of the District. Such employees shall have three (3) workdays 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) workdays to report for work unless the District agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District.

Section 9: MISCELLANEOUS PROVISIONS

A. Demotion in Lieu of Layoff

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

B. Other

1. Employees who are laid off may apply for temporary hourly work in any classification for which they meet the qualifications.
Article 16 - Layoff and Reemployment
Section 9.B. - Continued

2. Employees on layoff desiring temporary hourly work shall be given the right of first refusal for temporary hourly work for which they meet the stated qualifications.

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

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

5. A laid-off 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 employees in the class to which he/she is reemployed.

Section 10: ERROR IN LAYOFF

If it is determined that an employee has been laid off in error, the employee will be reinstated upon discovery of the error without loss of salary.

Section 11: TEMPORARY RECALL

Unless otherwise mutually agreed by the Association and the District, employees may be recalled for up to ninety (90) calendar days in the classification(s) from which they were laid off to perform work for which they were specifically assigned immediately prior to layoff. Such recall will be in reverse classification seniority order. In the event the 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.

Section 12: SUSPENDED RECALL

A. Prior to being recalled under the provisions of this Agreement, an employee may suspend his/her recall rights due to employment elsewhere for up to twelve (12) months from date of suspension, at which time the employee will be terminated.

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 Human Resource Services Division at least two (2) weeks prior to the desired reactivation date, providing it is within twelve (12) months of their original request for suspended recall.

D. In no event shall the provisions of this Section 12 be construed to provide laid-off employees with a longer period of reemployment rights than those provided in Section 7.A. of this Article.
Section 13: IMPACTS AND EFFECTS OF LAYOFF

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.

B. Upon request, the District agrees to negotiate with the Association over the impacts and effects of any layoff or reduction in hours and/or work year for employees in the Para-Educators bargaining unit.
Section 1: PROHIBITED ACTIVITIES

The District and the Association recognize that the continuation of the educational process is of utmost importance and that differences between the parties hereto shall be settled by peaceful means without interruption of the education 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 an unit member.

Section 2: PENALTY FOR VIOLATION

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

Section 3: LEGAL ENFORCEMENT

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

Under this agreement, neither the District nor the Association will discriminate against or harass any bargaining unit member because of such individual's race, creed, color, age, gender, sexual orientation, national origin, physical handicap, or participation or non-participation in association activities.

The District agrees that no employee shall be discriminated against on account of membership in, or appropriate activities on behalf of, the Association.
19. SUMMER SCHOOL/INTERSESSION

Section 1: GENERAL

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

Section 2: PRIORITY

The District agrees to grant bargaining unit employees first priority for regular summer school/intersession employment. The Human Resource Services Division will distribute summer school/intersession applications to all sites identifying designated locations.

Section 3: ELIGIBILITY LIST

A. All applicants will be screened according to eligibility requirements set forth by the Personnel Administration Department. All applications for summer school positions deemed eligible by the Personnel Administration Department will be ranked within appropriate classifications.

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

1. Employees with permanent status in classes appropriate to summer school/intersession assignment,
2. Employees with permanent status in related classifications within the bargaining unit,
3. Probationary employees within the unit, and
4. Other qualified applicants.

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

Section 4: ELIGIBILITY

Eligibility for selection to regular summer school or intersession 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/intersession unless mutually agreed otherwise.
Article 19 - Summer School/Intersession
Continued

Section 5: SALARY AND BENEFITS

A. Ten-month classified employees who are employed in summer school or intersession assignments shall be paid on a pro rata basis, no less than the salary and benefits that would apply to the appropriate classification during the regular school year.

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

Section 6: CANCELLATION

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

Section 7: JOINT ASSOCIATION/DISTRICT COMMITTEE

A joint committee composed of an equal number of representatives appointed by each party will be formed to review this Article. Recommendations from this Committee will be submitted to the Labor/Management Committee not later than January 31, 1992.

Committee members will be appointed by each party within one (1) month of ratification of this Agreement by the Board of Education. The meeting schedule will be determined by the Committee.
Section 1: STRUCTURE

The Labor/Management Committee shall be composed of the Assistant Superintendent, Human Resource Services Division, and the Association President or their respective designees and an equal number of district and association representatives appointed by each party.

Section 2: PURPOSE

The purpose of this Committee shall be to meet periodically as needed, to resolve contract administration issues which may arise from time to time during the term of this Agreement. It is the intent of the district and the association to encourage frank and open discussion of contract issues. The parties endorse and encourage the use of collaborative, problem-solving approaches in the resolution of contract administration issues.

Section 3: EMPOWERMENT

The Committee shall be empowered to resolve contract administration issues subject to ratification by the Association and the District, as appropriate.

Section 4: MEETING SCHEDULE

Meeting times and locations shall be by mutual agreement.

Section 5: COMMUNICATION

Minutes of meetings shall be kept and distributed to the Board of Education, Cabinet, and the members of the Labor/Management Committee.
21. RESTRUCTURING

Section 1: STATEMENT OF INTENT

The District and the Association agree that it is in the best interest of the San Diego Unified School District to cooperatively engage in educational reform.

Section 2: RESTRUCTURING/EDUCATIONAL REFORM PLANS

Such a venture may call for a variety of changing roles and responsibilities within the District, including, but not necessarily limited to:

A. Involving staff members in decision-making,
B. Devising new systems of accountability,
C. Organizing and staffing in new ways,
D. Altering schedules and learning activities to accommodate different levels of student learning, and
E. Involving staff members in budget development.

Section 3: BOARD AND ASSOCIATION AGREEMENT

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

A. The District and the Association recognize the need for flexibility in any restructuring effort and will, where appropriate, consider waiving or modifying any contract provisions.

B. All agreements to modify, amend or otherwise change contract provisions will be by mutual written agreement of the parties. Each party will determine its own procedures for ratifying any written agreements which modify existing contract provisions.
Section 1: PURPOSE

A. Employees may voluntarily participate in a reimbursement program related to professional improvement. The Professional Development Fund was established by the District and the Classified Employees Association for employees in the Para-Educators bargaining unit.

B. The fund is set aside to encourage employees to continue their educational and professional development, to promote activities which will assist employees in acquiring the knowledge and skills necessary to improve job performance, and to promote the opportunity for employees to reach the maximum level of their professional potential.

Section 2: FUNDING

The District and the Association will contribute $1,500 each to the fund annually.

Section 3: ELIGIBILITY

A. Employees who participate in professional development activities related to job-connected skills or potential careers with the District may qualify for a reimbursement of up to a maximum of $50 per person per semester for tuition, registration, books and/or laboratory fees. Reimbursement is dependent upon receiving a grade of "C" of better or a pass/credit for non-graded courses.

B. Eligible employees are those monthly employees of the District who are in the Para-Educators bargaining unit and who have completed their initial one-year probationary period. Each eligible employee must have a satisfactory work record with no overall "Requires Improvement" evaluation rating within the preceding twelve (12) months. Employees receiving allowances from federal, state, or local government sources toward the same reimbursable costs are not eligible for reimbursement under this program to the extent the reimbursement would duplicate allowances from these other sources.

C. Only course work from accredited colleges, universities, business or technical schools approved by the State Department of Education will be accepted for participation in this program. Continuing education classes and workshop classes are not eligible for participation in the program.

Section 4: APPLICATION

Eligible employees must apply in advance for reimbursement for courses to be taken during the summer/fall and spring semesters. Application forms are available from the Classified Employees Association-NEA or the Human Resource Services Division office. An administrative circular pertaining to the Professional Development Reimbursement Fund will be distributed to bargaining unit employees twice annually.

The funds will be distributed on a first-come, first-served basis.

Section 5: NON-GRIEVABILITY

The provisions of this Article are not subject to the grievance procedure.
23. JOB EVALUATION/CLASSIFICATION COMMITTEE

Section 1: STRUCTURE

The District and Association agree to continue using a classification committee composed of an equal number of representatives appointed by each party to implement the modified Hallcrest Evaluation System.

Section 2: ROLE OF THE CLASSIFICATION COMMITTEE

The Committee's role is to classify existing positions using the modified Hallcrest Evaluation System. After agreement is reached between the District and Association bargaining teams, committee results will be brought to the Board of Education for review and final approval.

Section 3: IMPLEMENTATION

A recommendation regarding implementation of the Classification Committee's results will be brought to the Board of Education no later than July 1993. Negotiation of implementation will be in accordance with Article 27, Section 7 of this Agreement.
24. SUBCONTRACTING AND DONATED SERVICES

Section 1: CONTRACTING OUT/SUBCONTRACTING

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

Section 2: DONATION OF WORK

The intent of this Section is not to supplant the work of the bargaining unit by accepting donated work, but to recognize the need for donated work due to lack of available personnel and/or resources.

The District may accept the donation of work providing that it does not result in the layoff, reduction, or replacement of bargaining unit employees or positions. The District agrees not to advertise for donated work.

Section 3: PUBLIC SERVICE PROGRAMS

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

Section 1: STAFFING

Whenever the District determines that a school will change from a traditional calendar schedule to a year-round schedule, it shall notify the Association and will, upon request, consult regarding staffing of the site.

Section 2: MULTI-TRACK ASSIGNMENTS

A. TRACK ASSIGNMENT
   1. Principals will provide bargaining unit employees with the opportunity to meet to express their individual preferences for track assignments for the succeeding school year.
   2. Principals are encouraged to complete track assignments as soon as possible, but normally not later than May 1 of each year.

B. TRACK CHANGES

Unit members who have changed tracks during the school year and would be subject to a loss of annual workdays shall be provided with the opportunity to work intersession, summer school or other approved district projects as mutually agreed between the employee and the District.
26. ERGONOMICS ADVISORY COMMITTEE

Section 1: PURPOSE

The purpose of the Committee shall be to provide advisory recommendation to the Labor/Management Committee pertaining to ergonomics in the work place. Ergonomics is the study of the design and arrangement of equipment used by employees so that the employees and equipment will interact more effectively and safely.

Section 2: STRUCTURE

The District and Association agree to establish an Ergonomics Advisory Committee composed of an equal number of representatives appointed by each party. At least one (1) member of the Committee shall represent the Risk Management Department. The Committee shall be convened no later than thirty (30) workdays following ratification of this Agreement by the Board of Education.

Section 3: TIMELINES

The Committee shall make recommendations to the Labor/Management Committee no later than January 31, 1993.
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: PRINTING AND DISTRIBUTION OF THE CONTRACT

The District shall have copies of this Contract printed and distributed to all present and new employees in the bargaining unit. The District will provide the Association, without charge, fifty (50) copies of the contract per year.

The Association agrees to share equally in the costs of the printing the bargaining unit employee contracts.

Section 7: CONTRACT DURATION

This Agreement shall become effective July 1, 1992, except as identified in the body of the contract. The Agreement shall remain in effect through and including June 30, 1995. The Contract automatically renews itself from year to year unless either party serves written notice on the other at least one-hundred and twenty (120) calendar days prior to the expiration date.
APPENDIX A

1992-93 PLACEMENT OF CLASSES ON SALARY GRADES

PARA-EDUCATOR

<table>
<thead>
<tr>
<th>Salary Grade</th>
<th>Class</th>
<th>Salary Grade</th>
<th>Class</th>
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<tr>
<td>42.5</td>
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<td>30</td>
<td>Interpreter/Transliterator Tutor I</td>
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<tr>
<td>38.5</td>
<td>Interpreter/Transliterator Tutor II</td>
<td>29.5</td>
<td>Camp Health Aide</td>
</tr>
<tr>
<td>34</td>
<td>Camp Health Technician</td>
<td>29</td>
<td>Career Technician</td>
</tr>
<tr>
<td>33</td>
<td>Impacted Language Education Assistant</td>
<td>29</td>
<td>Community Aide I</td>
</tr>
<tr>
<td>33</td>
<td>Program Resource Aide</td>
<td>29</td>
<td>Guidance Aide</td>
</tr>
<tr>
<td>33</td>
<td>Special Education Health Technician</td>
<td>29</td>
<td>+Instructional Aide II (terminal)</td>
</tr>
<tr>
<td>32</td>
<td>Electro-Acoustic Assistant</td>
<td>29</td>
<td>Project aide</td>
</tr>
<tr>
<td>32</td>
<td>Instructional/Behavior Technician</td>
<td>28.5</td>
<td>Health Aide II</td>
</tr>
<tr>
<td>31</td>
<td>Special Education Technician</td>
<td>27</td>
<td>Community Aide I Trainee</td>
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<td>Audiometrist</td>
<td>27</td>
<td>Instructional Aide</td>
</tr>
<tr>
<td>31</td>
<td>Community Aide II</td>
<td>27</td>
<td>Special Education Bus Monitor</td>
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<tr>
<td>31</td>
<td>Instructional Aide Coordinator</td>
<td>26.5</td>
<td>Health Aide I</td>
</tr>
<tr>
<td>31</td>
<td>Park Program Aide</td>
<td>26</td>
<td>Classroom Intern</td>
</tr>
<tr>
<td>31</td>
<td>Race/Human Relations Outdoor Education Aide</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Special Education Resource Aide</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Alphabetical List

- Audiometrist
- Camp Health Aide
- Camp Health Technician
- Career Technician
- Classroom Intern
- Community Aide I
- Community Aide II
- Community Aide Trainee
- Electro-Acoustic Assistant
- Guidance Aide
- Health Aide I
- Health Aide II
- Impacted Language Education Assistant
- Instructional Aide
- Instructional Aide Coordinator
- Instructional Aide II (terminal)+
- Instructional/Behavior Technician
- Interpreter/Transliterator Tutor I
- Interpreter/Transliterator Tutor II
- Interpreter/Transliterator Tutor III
- Park Program Aide
- Program Resource Aide
- Project Aide
- Race/Human Relations Outdoor Education Aide
- Special Education Bus Monitor
- Special Education Health Technician
- Special Education Resource Aide
- Special Education Technician

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

BARGAINING UNIT EXCLUSIONS:

All other employees including management, supervisory, and confidential employees as defined in the Educational Employment Relations Act (RODDA).
1.00 **OVERTIME COMPENSATION**

1.01 Employees will 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 will 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 will 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 will 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 in assignments of ten hours per day/four days per week will be compensated for all time worked in excess of ten hours on a regular workday or time worked on the fifth, sixth, or seventh day of the workweek.

1.015 Employees assigned to the Race/Human Relations Outdoor Education Program will 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 **Single Asterisk Job Classes**

Employees assigned to professional job classes as defined by current law will be compensated at the equivalent hourly rate of pay for the employee's job class and salary grade step as contained in this schedule. (These job classes are designated on the classification plan by an asterisk.)

1.03 **Double Asterisk Job Classes**

Employees assigned to job classes exempted from overtime compensation in accordance with existing law are not eligible for overtime compensation except as provided in Section 1.07. (These job classes are designated on the classification plan by two asterisks.)

1.04 **Job Classes Without Asterisks**

Employees other than those referred to in Sections 1.02 and 1.03 will 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. Employees will be compensated at two times the equivalent hourly rate of pay for the employee's job class and salary grade step as contained in this schedule for work performed on any seventh consecutive workday where the employee has worked hours on the six preceding calendar days entitling him/her to compensation. Only the seventh consecutive workday will entitle the employee to double time. All other workdays will be paid in accordance with the existing rules and regulations contained in this salary schedule.

1.05 **Emergency Situations**

An employee who is required to return to duty in an emergency situation after leaving such duty station for the day or week will 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.

1.06 Overtime worked in units of less than 1/4 hour will be disregarded for purposes of compensation.

1.07 **Work On Holidays**

Work performed by regular employees on legal or declared holidays will be considered as overtime without regard to the number of hours worked on other days of that week and will be compensated at the rate of one and one-half times the regular rate for nonexempt
employees and one times the regular rate for exempt employees. Such holiday pay will be in addition to the employee's regular compensation for the holiday.

1.08 Compensation for overtime will include any special pay additive 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 day on which overtime is worked, otherwise, the employee shall be paid by warrant.

2.00 SPECIAL PAY ADDITIVES

2.01 Shift Differential
A unit member assigned to work a regular, continuing schedule of four hours per day or more in which four hours or more of such regular shift are worked before 8 a.m. or after 6 p.m. is entitled to shift differential pay. Such differential will amount to 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 unit member will receive a hazard pay differential for assignment to a position designated by the Board of Education as a hazard pay position. A hazard pay position is one which: (1) continuously exposes the employee to a specific and significant hazard, (2) is clearly dangerous to the health or well being of any employee so assigned, and (3) the hazard is atypical of the basic occupation or job class. Such differential will 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 nonexempt unit member will receive a bilingual differential for assignment to a position designated by the Board of Education as requiring the ability to communicate orally with non-English speaking adults. Such differential will 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 is entitled to a split shift differential. Such differential will 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 - At or Below Salary Grade 37
An employee classified in an active monthly bargaining unit assignment of four (4) or more hours per day as of October 1 of a fiscal year will receive an annual lump sum longevity payment in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Qualifying Monthly District Service Completed</th>
<th>Total Annual Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>14 through 18</td>
<td>$250</td>
</tr>
<tr>
<td>19 or more</td>
<td>$500</td>
</tr>
</tbody>
</table>

If the regular monthly assignment as of October 1 of a fiscal year is less than 4 hours per day the total annual payment will be reduced to 50% of the amounts shown above.

3.00 INITIAL PLACEMENT ON THE SALARY SCHEDULE

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

3.02 Experience Step
An employee new to the district will be placed on step "A" of the appropriate salary grade. The Assistant Superintendent, Human Resource Services Division, or designee, may authorize a higher step placement within the appropriate grade for an especially well-qualified individual in a job class for which qualified candidates are found to be in short
supply. When such labor market conditions make it necessary to offer an advance step placement, and upon acceptance by a new employee, a present employee 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 skills and abilities comparable to the new employee; 3) advance step placement is recommended by the Assistant Superintendent, Human Resource Services Division or designee and approved by the superintendent. In such cases, a new increment due date will be established.

3.03 Reinstatement
A former permanent employee reinstated under the provisions of Section 10, Article VI of the Merit System Rules for Classified Employees will be given full salary credit for all directly related experience in the San Diego Unified School District within the last ten years.

4.00 SERVICE INCREMENTS
4.01 Assignment of 4 or More Hours Per Day
A regular monthly employee in an assignment of four hours or more per day, will be granted a one-step salary increase on his/her annual anniversary date as established in accordance with the collective negotiations contract until the maximum salary for the job class is reached.

4.02 Assignment of Less Than 4 Hours Per Day
An employee in a regular monthly assignment of less than 4 hours per day will be placed on the A step of the appropriate salary grade and will be granted a one-half step salary increase (approximately 2.5%) on the anniversary date of his/her employment/promotion until the D step is reached. Advancement beyond the D step is limited to employees in regular monthly assignments of 4 or more hours per day. The anniversary date will be established in the same manner as defined in the collective negotiations contract.

4.03 Merit Increments
A regular monthly employee eligible for service increments in accordance with Section 4.01 and who is assigned to an exempt job class (those not eligible for premium overtime pay) and whose work performance is deemed to be outstanding may be granted a one-step salary increase at any time upon recommendation of the Assistant Superintendent, Human Resource Services Division, and approval by the Board of Education. When such a merit increment has been granted, a new anniversary or annual increment due date will be established if such placement is at a step less than the maximum for the job class.

5.00 PROMOTION
5.01 Promotion From Another Classified Salary Schedule
An employee who is promoted from a position on another classified employee’s salary schedule to a position on the Para-Educators’ Salary Schedule with a higher maximum salary will first have his/her salary determined in the appropriate grade of the other classified salary schedule in accordance with existing regulations and then will be paid at the rate in the appropriate salary grade on either salary schedule which would provide an approximate 5% increase (exclusive of special pay additives) but not more than 7.5% increase. In no case shall the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the employee at the time of promotion, it will be credited and applied in the determination of the new salary step.

5.02 Promotion Within Para-Educator Salary Schedule
An employee who is promoted from one job class on either salary schedule to a higher job class will be placed on the step of the higher salary grade which is at least one full salary grade or approximately 5% (or, if there is no such step, 7.5%) 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 will be credited and applied in the determination of the new salary step.
5.03 Next Service Increment
If a service increment is not immediately due at the time of promotion to a higher job class, it will be granted in the higher job class on the same date it would have been granted in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the employee has already reached the maximum step on the salary grade of the lower job class, a new service increment due date will be effective on the anniversary date (first 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 will 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 is promoted to the former higher job class within 36 months will be placed on the step of the appropriate salary grade that was held prior to such demotion.

5.05 Temporary Out-Of Class Assignments
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 will receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such temporary assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by the Classification and Compensation Director.

6.00 PLACEMENT IN LOWER JOB CLASS
6.01 Demotions Due to Employee Request or Disciplinary Reasons
When a permanent employee is placed in 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 salary step placement on the salary grade for the lower job class will be that which is approximately 5% (or, if there is no such step, 7.5%) in amount below the employee's salary in the higher class. Employees who reach the maximum step in the higher class or on a step in the higher class which is more than 7.5% above the maximum step of the lower job class will be placed on the maximum step of the lower class. The increment due date will remain unchanged until the maximum salary for the lower job class has been achieved. If the reassignment is to a position in a lower job class with a different type of work the step placement on the salary grade for the lower job class will be determined in accordance with the provisions of Section 3.00 of these rules.

6.02 Demotions Due to Reclassification or in Lieu of Layoff
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 will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade, the employee's salary, exclusive of any special pay additive, will be maintained as it was prior to demotion for a period not to exceed eighteen months unless the maximum for the lower job class is changed to exceed the previously achieved salary. At the end of the eighteen month period, the salary will be changed to the maximum for the lower job class. A permanent employee so protected and who is assigned on a temporary basis, for up to 90 calendar days, to a position in the job class from which he/she was demoted in lieu of layoff will be placed on the same salary step of the range for his/her job class as that held at the time of demotion. When such temporarily reassigned employee is again moved to the lower job class, he/she will receive the same dollar rate as was originally protected and the original eighteen month period will be extended for each month or major fraction thereof during which the 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 will be determined in the same manner as in Section 6.01.
6.04 When a probationary employee is permanent in a job class on a lower salary grade in the same occupational field and is reassigned to a position in a job class lower than the highest held permanent position in that occupational field due to demotion in lieu of layoff the salary protection rights in the highest held permanent position in that occupational field shall be determined in accordance with the provisions in Section 6.02.

7.00 UNDERPAYMENTS OR OVERPAYMENTS
Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error this information must be brought to the attention of the district immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment the district will issue a supplementary warrant for the amount due as soon as possible. Board of Education By-Laws limit the time period for submitting claims due to underpayment of wages to one year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment the district is required to recover the full amount overpaid. The recovery schedule will include consideration to both the district and the employee.

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

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

9.02 An employee who is promoted or demoted other than on the first workday of the month will have the pay for that month prorated on the basis of the number of days worked in the month in each job class. In this instance only, the daily rate will be determined by dividing the monthly salary by the number of potential workdays in the month including mandated and declared holidays.

9.03 Salary reductions for all unpaid time in accordance with negotiated contracts and district policy and procedure will involve a reduction in pay at the employee’s daily rate for each day of absence. Total reductions so determined will not exceed the employee's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of workdays in that month. Salary reductions for 50% sick leave will be at 1/2 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 result in equal monthly payments for the remainder of the school year.

The initial pay in the new assignment will be a balancing payment. Year-round classified employee monthly rates are determined in the following manner: 1) The number of days of service in the traditional work year for the job class is multiplied by the daily rate, determined in accordance with the daily pay calculation method (monthly rate/173.33) X 8, to determine an annual salary. 2) Inasmuch as the year-round assignment has the same number of paid days, the annual salary so determined is divided by twelve to establish the year-round monthly rate.
10.00 SERVICE AWARDS
At stated intervals, additional compensation may be granted in the form of service awards recognizing length of service. These awards will be in the form of certificates, pins, buttons, or other objects. Such service awards will designate appropriate periods of service and will be a regular part of the compensation schedule as established by the Board of Education.

11.00 COMPENSATION FOR WORKSHOP PARTICIPATION
$4.25 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 will 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 participation 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 will 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.).