

# **MASTER CONTRACT**

Between

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
SAN DIEGUITO CHAPTER #241

and

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Effective July 1, 2018 through June 30, 2021

## APPROVAL OF AGREEMENT

Approved by formal action of the classified employees described herein and represented by CSEA and its San Dieguito Chapter #241.



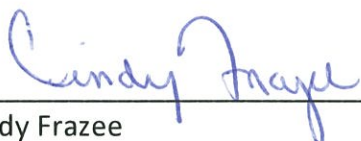
Matt Colwell, President  
CSEA, SAN DIEGUITO CHAPTER #241

1/23/2020  
Date



Paul Valen, Labor Relations Representative  
CSEA

1/22/2020  
Date



Cindy Frazee  
Associate Superintendent of Human Resources  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

1/23/2020  
Date



Robert Haley, Superintendent  
Board of Trustees  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

1/23/2020  
Date

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## **ARTICLE 1: AGREEMENT**

This Agreement is made and effective on July 1, 2018 by and between the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the "District" and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN DIEGUITO CHAPTER # 241, hereinafter referred to as "CSEA."

## **ARTICLE 2: RECOGNITION**

The District recognizes CSEA as the exclusive representative for all classified employees of the District as shown in "Appendix A." For purposes of this Agreement, "employee" means those individuals covered by this Agreement.

Specifically excluded from recognition are all other classified employees, including but not limited to:

1. Substitutes (does not include probationary permanent employees)
2. Management Employees
3. Supervisory Employees
4. Confidential Employees
5. Readers
6. Student Interns (AVID Tutors)

### **ARTICLE 3: REPRESENTATIVE RIGHTS**

CSEA shall have the following rights under this agreement:

- A. The right to transact official CSEA business on District property provided that it does not interfere with employees while working or otherwise on duty.
- B. The right to post notices of activities and matters of CSEA concern on District bulletin boards, at least one of which shall be provided at each work site in the District.
- C. The right to use the District mail service and employee mail boxes, voice mail and e-mail for communication to employees provided that all such communications clearly reflect that the information is from CSEA and that a copy of all such information be forwarded to the Superintendent and site manager at the same time it is given to CSEA members. District mail, e-mail, and/or voice mail may not be used for the purpose of concerted activity.
- D. The right to use the facilities of the District for matters of CSEA business at reasonable times as provided under the Civic Center Act.
- E. Notices in mailboxes, on bulletin boards and e-mail shall not defame or ridicule the District or its personnel.
- F. CSEA, upon request, shall be supplied with a complete alphabetical roster which shall include: each employee's name, hire date, percentage of full-time assignment, current classification and work location.
- G. CSEA shall receive copies of the budgetary materials which are public information.
- H. A total of forty (40) days of paid leave shall be granted the CSEA President or his/her designee, each year to perform CSEA functions. Whenever possible, the President shall notify the District at least two (2) days prior to taking such leaves. In addition, up to five (5) unit members shall receive five (5) days each of paid released time to attend the CSEA Annual Conference.
- I. The District will provide a phone and facsimile line as CSEA extensions with the understanding that unit members are to call that number for CSEA business rather than particular CSEA officers. Space will be made available for secure storage space for CSEA materials.
- J. Within a reasonable period of time after the execution of this contract, the District shall print or duplicate and provide without charge copies of this contract to CSEA. The contract will be installed on the District/CSEA Master Contract website and updated. The hard copy of the contract is the official agreement between CSEA and the District.

K. The District shall provide CSEA notice of any newly hired employee, within ten (10) days of the date of hire, via electronic mail to the CSEA Chapter President, or designee, which will include the following information:

1. Full Legal Name
2. Date of Hire
3. Classification
4. Site

L. The District shall provide CSEA mandatory access to its new employee orientations.

1. "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters
  - a. In the event the District conducts one-on-one orientations with new employees, CSEA shall normally receive between three (3) and ten (10) days' notice in advance of an orientation. A shorter notice may be provided in specific instances where there is an urgent need critical to the District's operations that were not reasonably foreseeable. CSEA shall have up to ten (10) minutes for one (1) CSEA representative (the Chapter President or designee) to present to the employee.
  - b. In the event the District conducts a group orientation, CSEA shall normally receive ten (10) days' advance notice. A shorter notice may be provided in specific instances where there is an urgent need critical to the District's operations that were not reasonably foreseeable. The CSEA representative and employee(s) attending the group orientation will normally be in an off duty status. In the event the group orientation is conducted during the CSEA representative's work day, CSEA shall have twenty (20) minutes of paid release time for one (1) CSEA representative (Chapter President or designee) to present to the new hire(s).
  - c. In the event the one-on-one or group orientation is conducted during the CSEA representative's work day, a maximum of twenty (20) minutes of paid drive time, each way, will be provided. Should the CSEA representative not be required to return to work, the representative will only be compensated for one-way drive time. If the one-on-one or group orientation ends within thirty (30) minutes of the end of the CSEA representative's work day, the CSEA representative will be allowed to complete their work day at the Orientation Site and not be required to return to their work site.

2. The District shall include the CSEA membership application (and a CSEA provided link for an electronic application where applicable), in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.
  3. The one-on-one or group orientation session shall be held on District property. The one-on-one orientation sessions will generally be conducted during the work hours of the CSEA representatives. Group orientation sessions will generally be held during the non-duty hours of the newly hired employees and the CSEA representative.
  4. During the CSEA's orientation session, a non-classified bargaining unit employee may only be present to introduce the CSEA representative.
- M. The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service that CSEA will expense at no cost to the District, on the last working day of the month in which they were hired.
1. "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.
  2. This contact information shall include the following items, with each field in its own column:
    - a. First Name
    - b. Middle Name
    - c. Last Name
    - d. Suffix (e.g. Jr., III)
    - e. Job Title / Classification
    - f. Department
    - g. Primary Worksite Name
    - h. Work Telephone Number
    - i. Home Street Address (incl. Apartment #)
    - j. City
    - k. State
    - l. Zip Code (5 or 9 Digits)
    - m. Home Telephone Number (10 Digits)



- n. Personal Cellular Telephone Number (10 Digits)
- o. Personal email Address of the Employee
- p. Employee ID
- q. CalPERS Status (Yes/No)
- r. Hire Date

I. The District is not obligated to provide this information for any unit member who has requested that personal information not be released, so long as it is in accordance with the law.

II. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

N. The District shall also provide CSEA with a list of all bargaining unit member's names and contact information on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month.

1. This contact information shall include the following items, with each field in its own column:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. Jr., III)
- e. Job Title / Classification
- f. Department
- g. Primary Worksite Name
- h. Work Telephone Number
- i. Home Street Address (Incl. Apartment #)
- j. City
- k. State
- l. Zip Code (5 or 9 Digits)
- m. Home Telephone Number (10 Digits)
- n. Personal Cellular Telephone Number (10 Digits)
- o. Personal Email Address of the Employee
- p. Employee ID
- q. CalPERS Status (Yes/No)
- r. Hire Date

I. The District is not obligated to provide this information for any unit member who has requested that personal information not be released, so long as it is in accordance with the law.

- O. The Association shall indemnify, defend, and hold the District, and its employees or agents, harmless (including reasonable attorney fees and costs) from any and all claims, demands, or suits, or any action arising from the provisions of the Memorandum of Understanding contained in section K, section L, section M, and section N of this article. The District shall not without, compelling reason, reject counsel proposed by CSEA to defend any such claim.
- P. Any alleged violation, misinterpretation, or misapplication of the terms of section K, section L, section M, and section N of this article shall be subject to the grievance provision of the Master Contract, Article 22, except as follows:
  - 1. Only CSEA and its Chapter can grieve the agreement contained in section K, section L, section M, and section N of this article.
- Q. In order to keep employees informed, ensure employee involvement in decision making, and to gain employee ownership of decisions, CSEA shall be provided opportunities to participate on various District Committees. Such participation shall include, but not be limited to, committees dealing with budget, legislation, classification, safety, and employee benefit issues. When such a committee is being formed, the District shall consult with CSEA on the composition and process of the committee.
- R. The District will provide all bargaining unit employees with a District e-mail account and provide onsite access to that e-mail account.

## **ARTICLE 4: DISTRICT RIGHTS**

Except as specifically limited by the terms of this contract and the Personnel Commission Rules and Regulations, the District retains all of its rights, duties, power and authority to direct and control under the law, including but not limited to:

- A. Direct the work of its employees.
- B. Determine the method, means and service to be provided.
- C. Establish the educational philosophy and the goals and objectives.
- D. Ensure the rights and educational opportunities of students.
- E. Determine the staffing patterns.
- F. Determine the number and kinds of personnel required.
- G. Determine the classifications of positions.
- H. Maintain the efficiency of District operations.
- I. Determine the courses and curriculum.
- J. Construct, acquire, move and modify facilities.
- K. Develop a budget.
- L. Develop and implement budget procedures.
- M. Determine the methods of raising revenue.
- N. Contract out work as provided by law.
- O. Hire, assign, evaluate, promote, terminate, demote and discipline employees.
- P. Right to amend, modify and rescind policies, procedures and practices in the event of an emergency as determined by the District in its sole discretion. This section is expressly excluded from the provisions of Article 22, Grievance Procedure, of this contract.
- Q. All other rights, duties, power and authority not expressly prohibited under Senate Bill 160 (1975) or other provisions of law applicable to the District.

## **ARTICLE 5: ORGANIZATIONAL SECURITY/DUES OR FEES**

- A. Any employee who is a member of CSEA, chapter 241, or who has applied for membership shall sign and deliver to CSEA an authorized deduction of membership dues. Effective February 6, 2018 CSEA certifies that it has and will maintain individual employee authorizations and shall not be required to submit to the District copies of employee written authorizations in order for payroll deductions described in Paragraph A to be effective. CSEA shall only be required to provide the District with an employee's written authorization if a dispute arises about the existence or terms of such written authorization. Pursuant to such authorization, the District shall deduct such dues from the regular salary warrant of the employee each month for ten (10) months. For employees who sign such authorization after the commencement of the school year, membership dues and deduction for dues shall be appropriately prorated to complete payments by the end of the school year.
- B. With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such monies to CSEA accompanied by, a hard copy of or electronic access to, an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- C. Upon appropriate written authorization from any unit member, the District shall deduct from the salary of the employee and make appropriate remittance for credit union, savings bonds, political action committees, or any other plan or program approved by the District.
- D. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- E. Employee requests for CSEA membership benefit information and/or the process to cancel or change authorization for payroll deductions for dues shall be directed to CSEA (San Diego Field Office) or CSEA Labor Relations Representative. CSEA shall be responsible for processing these requests. CSEA shall immediately notify the District of an employee's revocation of dues deduction authorization. The District shall rely on the information provided by CSEA regarding whether deduction for dues were properly cancelled or changed.
- F. Indemnification
  - 1. CSEA shall indemnify, defend and hold harmless the District against any administrative action before the Public Employment Relations Board and/or any court action challenging the legality or constitutionality of this Article of this Agreement or its implementation including any and all claims made by employees

against the District arising out of or in any way related to dues deductions made by the District pursuant to this Article.

2. CSEA shall have the exclusive right to decide and determine whether any such action or proceedings referred to in the above paragraph, shall or shall not be compromised, resisted, defended, tried, or appealed.

## ARTICLE 6: HOURS OF EMPLOYMENT

- A. The maximum number of hours of regular employment of an employee is eight (8) hours per day, forty (40) hours per week for five (5) consecutive days. However, the District may employ persons for lesser periods and may, through authorized administrators, direct and authorize employees to work in excess of eight (8) hours in one day or forty (40) hours in one week.
- B. The Board of Trustees may establish a ten (10) hours per day, forty (40) hour, four-day work week for all or certain classes of its employees with the mutual consent of CSEA.
- C. Overtime is directed and authorized working time in excess of eight (8) hours in one day (except if the Board of Trustees adopts Section B above) or forty (40) hours in one calendar week. An employee who works authorized overtime shall be paid at a rate equal to one and one-half times his/her regular rate of pay for the overtime worked. Any employee working on the sixth or seventh day shall be compensated at the overtime rate for any work performed. Overtime shall be computed to the nearest quarter of an hour worked.
  - 1. Overtime shall be distributed on a priority basis as follows:
    - a. Top priority for all overtime will be given to employees in the same job family within each department on the same site on a rotation basis. Employees working in the Grounds, Maintenance, Technology, Transportation and Warehouse departments will be offered overtime work based on their department seniority. Exceptions may be made for tasks which require special skills. On September 1 of each year, all employees in the same department and job family will be allowed to place their name on the overtime list based on original district date of hire. When overtime is available, the supervisor will offer the overtime to the first person on the list. That employee may accept the assignment, reject the assignment or waive the assignment. If the employee accepts or rejects the assignment, his/her name moves to the bottom of the list. If he/she waives the assignment, his/her name remains at the same position on the list. An employee may waive only one time between September 1 and August 31 of the following year.
    - b. If the supervisor offers the overtime to all employees on the list and no one accepts, the supervisor may offer the overtime to another employee in the same job family who is assigned on the same site.
    - c. If there are no qualified employees under “#b” above, the supervisor may offer the overtime to any other district employee who has demonstrated the ability to perform the required activity with preference to employees in the same job family.

- D. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked by the employee.
- E. The employee shall have the option of receiving overtime pay or compensatory time off for any overtime worked. Compensatory time off shall be used within a ninety (90) day period of being earned at the mutual agreement of the employee and his/her supervisor. If compensatory time off is not used within the ninety (90) day period, the employee shall receive pay for the overtime worked unless an extension is mutually agreed to by the employee and his/her supervisor.
- F. Call-back time is when a unit member is requested and reports to work after having left his/her regular duty station following the completion of a regular workday/work shift/workweek. The employee shall be paid for a minimum of two (2) hours at the appropriate rate of pay (regular, overtime or holiday pay without regard to the length of time worked).
  - 1. This provision does not apply to pre-scheduled extra duty where two tasks are required during a day at separate times (e.g. opening and closing facilities, turning on or off water, gas, electric, etc.). In such situations, employees who complete both tasks shall receive either two (2) hours of pay at the appropriate rate or receive compensation at the appropriate rate for the actual time it takes to perform both tasks, whichever is greater.
- G. Bus driver standby time shall be paid at the employee's regular rate. While bus drivers are on standby time, they shall remain with their vehicle for safety purposes.
- H. All employees who normally work in excess of four (4) hours per day shall be granted rest periods which, insofar as practical, shall be in the middle of the work period at the rate of fifteen (15) minutes per four (4) hours worked. Rest periods may not be used to shorten or rearrange the work day.
- I. A change of the hours of employment of an employee shall adhere to the following limitations:
  - 1. An employee's hours of employment may be changed with two (2) weeks prior notice up to but not more than thirty (30) minutes total in any single fiscal year.
  - 2. An employee's hours of employment may be changed more than thirty (30) minutes but not more than one (1) hour, fifty-nine (59) minutes in any single fiscal year provided the District provides justification for such change to the employee and

CSEA. Such affected employee shall be provided a one-time stipend of \$375 and a two-week notice.

3. An employee's hours of employment may be changed two (2) hours or more in any single fiscal year provided the District provides justification for such change to the employee and CSEA and a six- (6) month advance notice is provided to the affected employee. Such affected employee shall be provided a one-time stipend of \$750 provided the change in hours of employment was District initiated.
4. Changes in hours of employment of employees shall be based on seniority within a job class at a work site. Such affected employees shall have first priority based on seniority to transfer to the first vacant position with the same hours of employment as their previous position.

#### 5. EXCEPTIONS

- a. During the summer months or holiday periods, or in the event of an emergency (i.e. a major change in school starting times, major school schedule changes, year-round school, major district reorganization or other unforeseen circumstances, or in the case of Instructional Assistants and/or Bus Attendants who are categorically funded such as special education or bilingual), the District shall have the right to change an employee's hours of employment without regard to the above provisions.
- J. A survey of Instructional Assistant preferences for assignment must be provided on or about April 1 and returned prior to April 15. Instructional Assistants will be advised of their tentative assignment prior to the end of the school year. Any changes to that assignment will be noticed during the summer as soon as known. Instructional Assistants who have concerns about their assignment shall address those concerns to Special Education in a timely manner.
- K. All employees who are employed for more than five (5) hours per day shall be entitled to an uninterrupted lunch period. The length of such lunch period shall be a minimum of thirty (30) minutes and shall be as close to the mid-point in the work shift as possible. This shall not preclude the lunch period from being changed in the event of an emergency or to ensure proper coverage of work stations.
- L. Assignment to vacant food service positions shall be based on seniority within classification for those employees who, on their regularly scheduled evaluation were rated satisfactory or outstanding, who desire a position of equal or greater assigned time, and who have demonstrated they possess the skills to successfully perform in the vacant position.



#### M. Lunch & Break Schedule

Hours Worked	Break Period	Lunch Period
1 hour	None	None
2 hours	None	None
3 hours	None	None
4 hours	15 minutes	None
5 hours	15 minutes	30 minutes*
6 hours	15 minutes	30 minutes*
7 hours	15 minutes	30 minutes*
8 hours	2-15 minutes breaks	30 minutes*

\*one 30-minute uninterrupted lunch period-not paid-as close as possible to the midpoint of work shift

\*fiscal year = July 1 – June 30

## N. TRANSPORTATION SECTION:

### 1. Bidding

- a. Bus Drivers and Bus Attendants will bid three (3) times per school year as follows:
- b. In August with an effective date of start of school
- c. In October with an effective date of November 1st and
- d. In February with an effective date of March 1st.
- e. Bid work hours of employment are guaranteed for the duration of the bid.
- f. There will be no routes bid with temporary work. Work that is scheduled and goes beyond 30 calendar days will be put up for bid.
- g. Extra Work will be posted for bidding in conjunction with the regular routes.
- h. Three (3) weeks after each bid, any routes that increase by one-half hour or more will be re-bid.
- i. Drivers shall have the right to bid for buses to be driven on their routes. Bus categories (such as 90 passenger, 20 passenger, wheel chair bus, etc.) may be assigned to routes based on fuel efficiency, maximum capacity and student needs either individually or in groups. Fuel efficiency will be determined by diesel, gas or CNG use. Maximum capacity is determined by student count. Student needs are based on individual assessment.
- j. Instructions for bidding, route packets and spreadsheets will be available and posted for review at least three (3) working days prior to bid date.
- k. Employees who bid on flex routes do not have an assigned route and will be assigned routes as needed. In the case when no assigned routes or field trip(s) are available, the employee will be assigned a ride along or other work as directed by the Director of Transportation and/or a designee.
- l. Available Routes outside the School Term +5, 187 work days Calendar will be bid by order of seniority from the transportation employees' sign-up list.

- m. Summer Bid: Employees under contract, within seniority, will bid first. Employees not under contract, within seniority, will bid second. There will be four (4) bids as follows:
  - I. End of school term to start of extended school year/summer school
  - II. First half of extended school year
  - III. Second half of extended school year
  - IV. Out of District work to the start of school year
- n. Working spreadsheets for summer bids will be posted for review at least three (3) working days prior to bid date and are subject to change prior to bid date.
- o. Order of bidding shall be conducted in order of seniority.

## 2. Distribution of Work Load

- a. Guarantee of Hours – All routes during the School Term + 5 Calendar will be structured to provide a four (4) hour guarantee of work or pay to 60% of Drivers and 100% of Bus Attendants and a five (5) hour guarantee for 40% of Drivers.
- b. All routes for school bus drivers are guaranteed a minimum of four (4) hours during any and all days worked outside the 187 day School Term + 5 calendar. (See Article 15: Calendar Definitions in Master Contract)
- c. School bus attendants are guaranteed a minimum of four (4) hours on non-work days and holidays during the School Term + 5 Calendar and a three (3) hour guarantee during the summer.
- d. Forty-five (45) Minute Rule: When a driver is at the transportation yard and has more than 45 minutes between driving assignments, the driver must clock out. If there are 45 minutes or less between driving assignments, the driver may remain on the clock and must be available for work unless by staying on the clock, that driver would go into overtime. This rule does not apply between non-driving assignments except for mandatory department meetings.
- e. Extra work on workdays per the School Term + 5 Calendar, on a daily basis, will be assigned by dispatch from the daily interest list. Employees wanting to be considered for work this day must sign up by 7:00 a.m. Work will then be distributed by seniority. This work will be offered to drivers and attendants first. Anyone else in the job family may bid after drivers and attendants have had the opportunity to bid.
- f. In consideration of section 2 Distribution of workload number “a” and “b” above, the language in article 6 (Hours of Employment) section M (Lunch & Break

Schedules), specifically 15 minute paid breaks will not apply to drivers and bus attendants.

### 3. Field Trips

- a. Field trips will be assigned first to bus drivers who bid the routes for field trips. Field trips are their primary duty and these drivers will be assigned available field trips Monday through Friday before other drivers or charters. Due to the needs of the department dispatch may assign a combination route and field trip on any given day. If no field trips are available, these drivers will be scheduled for other assignments.
- b. Field Trips will be offered by seniority on a rotation basis. Each year, on the first workday of the School Term + 5 Calendar, all school bus drivers will be allowed to place their name on the field trip interest list based on the school bus driver's hire date in Transportation. When a field trip is available, the employee at the top of the list will be offered the field trip first. That employee may accept or reject the field trip. Once the offer has been made, that employee's name goes to the bottom of the list.
- c. Employees who want to drive field trips must sign up at the beginning of the school year. The sign up list will be established by seniority. Employees wishing to add their name to the field trip list after the first of the year will be placed onto the rotation list. The employee being added will be placed at the bottom of the list as if the employee just completed the most recent field trip.
- d. Cancellations: Drivers who have weekend and holiday field trips cancelled after 5:00 pm the day before the trip will be paid three hours for each day at the employee's regular rate, even though service was not performed.

### 4. Contracting Out

- a. All field trips are assigned to CSEA employees and will not be contracted out unless the following situations occur:
- b. The 16-hour rule applies (Department of Transportation regulation)
- c. Special equipment needs as agreed between CSEA and the District.
- d. Non-availability of bus drivers.

### 5. Payroll

- a. Each month employees will be paid according to their bid hours.

- b. The bid hours will be shown on employees' pay stubs as "Assigned Hours."
- c. Employees will be in paid status for ALL assigned hours. Employees who work less than their assigned hours will be required to fill out the appropriate leave form up to their assigned time.
- d. Extra hours, hours above assigned hours, will be paid the following month (no change from current practice).
- e. Vacation and sick leave calculation/accrual will be adjusted each month by adding the extra hours minus overtime and dividing by the number of work days in the month and adjusting longevity and or work year, (school term or greater and added to employees accrual).
- f. Holidays will be paid by using the employees "Assigned Hours" for the day(s) in which the Holiday occurs. Holiday pay will be adjusted each month by adding the extra hours minus overtime and dividing by the number of workdays in the month.

## **ARTICLE 7: TRANSFER**

- A. Transfer is defined as a change of an employee from one position to another in the same job class or to a position in a similar or related job class with the same salary range.
- B. Employees may request a transfer to a position in the same classification at another work site or department. Such requests shall be in writing.
- C. The District shall post at each location a list of all known vacancies for a period of not less than five (5) working days.
- D. The Superintendent or Associate Superintendent/Human Resources shall have the authority to transfer employees to a position in the same job class in accordance with the needs and best interests of the District, and honored in seniority order. Any exception, in rare circumstances, will be explained to CSEA by the Superintendent. An employee shall not be transferred for arbitrary or capricious reasons.
- E. All transfers shall be made without change to an employee's permanent employment status, salary rate, anniversary date, accumulated sick leave and accumulated vacation credit.
- F. Upon written request of a permanent employee, the District may approve a voluntary demotion to a classification having a lower maximum salary rate.
- G. The selecting authority in considering applicants for vacant positions shall give priority in the following order:
  - 1. Employees requesting Transfer/Demotion
  - 2. Promotional Candidates
  - 3. Outside Candidates
- H. Employees transferred to a position in the same job classification shall meet with their supervisor to establish goals and objectives for the new assignment within three (3) months of transferring to the new position.

## **ARTICLE 8: PROMOTIONS**

- A. An employee who receives a promotion to a class allocated to a higher salary range shall be placed on the new salary range at a step that is one full step above the rate the employee received in the previous class, provided that the step permits a minimum of a 5% increase. If such placement does not provide at least a five percent (5%) upward adjustment, the employee shall be placed at the step on the new range that provides at least five percent (5%), except that an employee may be placed on the last step of the range if that is the maximum allowable for the class.
- B. Selection for positions shall comply with the Merit System Rules and Regulations. If an employee of the District is not selected for a position for which he/she has applied, after being interviewed for the position, the employee may request a meeting with the Director of Classified Personnel in which the reasons he/she was not selected will be discussed.
- C. Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for six (6) full workdays, during which time employees may file for the vacancy. Any employee who has a request on file for such a position and who is on leave or layoff during the period of the posting, shall be mailed a copy of the notice by first-class mail.
- D. Any employee may file for the vacancy by submitting written notice to the Human Resources Department within the filing period. Any employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.

## **ARTICLE 9: WORKING OUT OF CLASSIFICATION**

- A. An employee may be required to perform duties out of classification if the duties relate to his/her classification. If the employee works out of classification for a period which exceeds five (5) days within a 15-calendar-day period, his/her pay shall be adjusted upward for the entire period he/she worked out of classification. This rule shall not be construed as permitting an employee to refuse to perform duties legally assigned by competent authority.
- B. When an employee is asked to perform duties out of classification the employee will receive a written notice from their supervisor that will cite the reason(s) for the change in duties along with the anticipated duration of the change in duties.
- C. Exception:
  - 1. When an employee is assigned to work for five (5) consecutive days in the following job classifications, the employee will be paid for working out of class at the range and step indicated on Appendix A of the Master Contract:
    - a. Custodian Crew Leader
    - b. School Plant Supervisor, MS
    - c. School Plant Supervisor, HS
    - d. Grounds/Maintenance Equipment Operator
    - e. Lead School Bus Driver
    - f. Lead Grounds Worker
    - g. Lead Maintenance Worker



## **ARTICLE 10: EFFECTS OF LAYOFF**

- A. A layoff for purposes of this Article shall be considered as an involuntary separation of a permanent or probationary employee because of lack of work, lack of funds, or reduced workload. In determining the order of layoff, seniority and length of service shall be determined by the date of hire in the job class plus time in equal and higher job classes. In case of the same length of service, ties will be broken by lot.
- B. An employee who will be laid off shall be given a sixty (60) day written notice of layoff with options outlined, if applicable, by certified mail. An employee shall have five (5) days after receipt of notice to reply to the options, if applicable. If the employee does not reply within the five (5) days, the layoff will occur on the sixty-first (61st) day.
- C. A permanent or probationary employee who is laid off from a job class and has previous service in an equal or lower job class shall have the right to bump an employee with less seniority in that job class except that to avoid bumping other employees, the District may transfer a laid off employee despite his/her bumping rights to a vacant position in the same job class provided the employee is qualified to perform the job duties.
  - 1. Employees with bumping rights shall have twenty-four (24) hours to identify their desired option of a less senior position and shall not visit other work sites or discuss their options with other affected employees. Employees who do not notify the District of their desired option within the required twenty-four (24) hours or who visit work sites or contact other affected employees to discuss their options, at the District's discretion, may be placed in the least senior position in their job class.
- D. Laid off employees are eligible for reemployment in the job class from which laid off for a period of thirty-nine (39) months and shall be reemployed in seniority order. No regular employee shall be laid off from any position while unit members are serving in a limited term, provisional or temporary position in the same job class except that the District may call substitutes to work in a limited term assignment for a maximum of thirty (30) days.
- E. An employee who will suffer a layoff despite his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the employee is qualified to perform the duties. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as employees laid off, and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the job class shall still apply. The Personnel Commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

1. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.
- F. Any employee who is laid off and is subsequently eligible for reemployment shall be notified of an opening. It is the employee's responsibility to ensure that the District has a current telephone number and address. If an employee cannot be contacted by phone or mail, he/she will be considered to have waived reemployment.
  - G. An employee shall notify the District of his/her intent to accept or refuse employment, and to maintain his/her eligibility on the reemployment list within five (5) days of notification. If an employee accepts reemployment, he/she must return to work within ten (10) days of notification. If an employee waives an offer of reemployment twice, his/her name will be removed from the reemployment list.
  - H. Employees shall be reemployed in the highest related job classification in accordance with their length of service in the job class from which laid off, plus equal or higher classes. Employees who accept a position in a lower or equal class shall retain their original thirty-nine (39) month rights to the original or higher class.
  - I. Vacation time earned and unused at the time of layoff shall be computed and paid in the final salary warrant due the employee.
  - J. Employees who are laid off may use up to four (4) days of personal necessity leave if available, for the purpose of seeking other employment.
  - K. Employees may choose service retirement in lieu of layoff, if eligible, and shall retain all reemployment rights provided by law.

## **ARTICLE 11: WAGES**

- A. The term of the contract shall be from July 1, 2018 through June 30, 2021.
- B. For the 2018-2019 school year, there will be a 1% increase to the salary schedule, effective July 1, 2018.
- C. For the 2019-2020 school year, there will be a 3.5% increase to the salary schedule, effective July 1, 2019.
- D. For the 2020-2021 school year there will be reopeners for wages and benefits.
- E. Employees shall be compensated for work performed at school activities on the Extra-Curricular Schedule in Appendix D and consistent with applicable PERS and other payroll requirements.
- F. Should a District team become eligible for CIF playoff held during working hours, the Classified coach will be given release time to accompany the team.

## ARTICLE 12: FRINGE BENEFITS

For purposes of this article, full-time employee shall mean any employee who has a regular work assignment of at least twenty (20) hours per week. A part-time employee shall mean any employee who has a regular work assignment of less than twenty (20) hours per week.

Exception: Instructional Assistants. Refer to Section D.

- A. FLEXIBLE SPENDING ACCOUNT: Throughout this contract, full-time employees shall receive a Flexible Spending Account in the amount of \$12,424.30 (effective 01/01/19) per year with escalators as stated herein. Part-time employees (hired prior to December 3, 1999) shall receive a Flexible Spending Account in the amount of \$5,877.50 (effective 01/01/19) per year with escalators as stated herein.

1. Escalator Clause: The District will provide an escalator as follows:

The greater of the actual dollar premium increase for the employee only of the District approved HMO's will be added to all full-time employees' Flexible Spending Accounts. Part-time employees' will receive one-half this amount applied to their Flexible Spending Accounts. When an HMO provider is broken into multiple networks (e.g. United Healthcare Network 1, Network 2, etc.), the network that has the highest participation will be used for reviewing the escalator clause.

Example:

HMO #1 increases \$100

HMO #2 increases \$300

All full-time employees would receive a \$300 increase in the Flexible Account. All part-time employees (hired prior to December 3, 1999) would receive a \$150 increase in the Flexible Spending Account.

2. "Grandfather" Clause: The District will provide the Flexible Spending Account as described in Article 12A to employees hired prior to December 3, 1999. Employees hired on or after December 3, 1999 shall receive the following: Full-time employees shall receive a Flexible Spending Account of \$12,424.30 with escalators as stated above. Part-time employees are ineligible to receive a Flexible Spending Account; however, they may purchase health and welfare insurance at District rates.
3. The District will continue to maintain the four plus (4+) hour status of existing positions, excluding categorical and separately funded positions. The District and CSEA will meet and confer regarding any exceptions.
4. Where additional jobs can be made available to employees in combination positions such as "bus driver/custodial" – "instructional assistant/bus driver" without the

complication of additional costs associated with health benefits, and provided the requirements of the positions allow for the position to be filled by a single qualified current employee without disrupting district work, the District agrees to consider such combinations in accordance with past practice. (No requirement to continue the position when the employee vacates the combined position).

5. Funds not utilized for the purchase of health and welfare coverage may be taken as taxable cash.
6. The District shall provide an IRS 125 plan which includes premium coverage, un-reimbursed medical, and child care options as a current practice subject to all IRS codes and requirements.
7. Effective January 2014: The office visit co-pay for each medical plan will be outlined in the Benefits Summary provided by VEBA.

#### B. HEALTH AND DENTAL PROGRAMS:

1. All full-time employees must participate in a District approved health plan which shall be at least for the "employee only" coverage, except as outlined in "D" below. These plans shall be paid out of the Flexible Spending Account.
2. A "District Approved Plan" is a plan approved by the Classified Insurance Committee and the District.
3. A Classified Insurance Committee composed of four (4) unit members appointed by CSEA Chapter President and two members appointed by the Associate Superintendent of Human Resources shall mutually determine which health and dental plans shall be included as District approved plans yearly.
4. All full-time employees shall have the option of purchasing any available dependent coverage for health and/or dental.
5. All part-time employees shall have the option of purchasing any/all of the available plans for employee only and/or employee dependents.

#### C. DENTAL INSURANCE

1. The District shall pay for dental insurance for all full-time employees. Employees shall have the option to choose one of the following:
  - a. Fee for Service – The District shall provide an insurance option, which provides for employee-only coverage at the dentist of your choice.

- b. Dental Maintenance Organization – A Dental Maintenance Organization (D.M.O.) shall be available as an option to the regular fee for service carrier. Full dependent coverage shall be offered through the D.M.O. carrier. The District shall contribute an amount up to the cost of the employee-only fee for service premium toward the cost of employee and dependent premiums under the D.M.O.

#### D. BENEFITS FOR INSTRUCTIONAL ASSISTANTS

1. Beginning March 1, 2014 the District shall provide a medical insurance option for Instructional Assistants that have their assigned time increased between 4.0 and 7.0 hours/day.
2. The District shall contribute the full cost of the employee-only purchase price for Kaiser, Cigna, or United Healthcare, Network 1, less \$300.00 per year.
3. Instructional Assistants may opt to waive the above medical insurance. The waiver will not be available in the event that it negatively impacts the insurance rates for the unit, or if District insurance providers withdraw permission for the option. Employees must notify Human Resources in writing of their intent to waive the medical insurance.
4. Beginning no later than January 1, 2016 the District will not maintain combination assignments unless lack of attrition does not allow. (Example: 3.9/3.0 FTE job assignments.) If a single instructional assistant job requires four (4) or more hours, the position will be filled with one employee. The District and CSEA will meet and confer regarding any exceptions.
5. Current benefited Instructional Assistants hired prior to March 1, 2014 will maintain their full-time employee rights/benefits/flex as stated throughout this Article and will not be covered by the provisions of this section.

#### E. INCOME PROTECTION

1. For the duration of this contract, the District will continue to provide an income protection insurance plan for employees who work one-half time or more. The District may change carriers at its discretion as long as coverage is the same.

#### F. TAX SHELTERED PROGRAMS

1. Employees may participate in any tax sheltered program of their choice that is consistent with the District payroll and provider requirements. The Board will provide payroll deduction for this purpose upon authorization by the unit member.

#### G. LIFE INSURANCE

1. The District shall provide and pay for a \$50,000 term life insurance policy for all full-time employees.

#### H. BENEFITS FOR RETIREES

1. A person who retires from the District and who has been an employee of the District for ten (10) years, and is age 50 or older, and remains in the insurance carrier's service area, shall receive the same major medical coverage provided by the District. Retirees who move to an area outside the service area of the District's carriers shall receive in cash what the District would have paid on such retiree's behalf if the retiree had remained in the service area. The District' will pay for employee coverage at the cost not to exceed the rate of the current group employee only rate at the year of retirement.
  - a. The retiree shall receive medical benefits for a period of ten (10) years or until age 65, whichever comes first. The District and CSEA agree to meet in the case that the age of Medicare changes, in order to address this section.
2. Short-term unpaid leaves of absence, one to ten (1 to 10) consecutive days, will not affect the ten (10) years of service.

## **ARTICLE 13: PROFESSIONAL GROWTH INCENTIVE PROGRAM**

- A. In order to encourage professional growth of employees, the District will provide up to \$4,000 (plus \$1600 – see D below) each year for the Professional Growth Incentive Program. This program is available to any permanent employee in the classified unit who elects to complete courses/workshops during non-working hours related to his/her job or who desires to improve his/her skills for possible promotion to other classified positions in the District.
- B. Professional Growth Committee: A committee composed of two members of CSEA and two District representatives shall review and approve applications. The following criteria shall be considered by the Committee:
  - 1. Relationship of course/workshop to possible promotion in the District
  - 2. Relationship of skills to be obtained to specific skills required in District position(s)
  - 3. Previous employee participation in this program
  - 4. Value of course/skills to District
  - 5. In addition, preference shall be given based on seniority within the District.
- C. Application: Employees interested in applying must complete the proper forms and submit to the Director of Classified Personnel for Committee consideration. Applications for courses/workshops must be approved by the Committee prior to the last session of the course/workshop.
- D. Compensation: Within thirty (30) days after completion of the course/workshop, the employee must submit a claim form which shall include a receipt for tuition/registration/incidental expenses and an official grade card, or other document indicating successful completion of the course/workshop, with a passing grade if applicable. This reimbursement shall be paid by commercial warrant. The District will reimburse up to \$300 per approved course/workshop. The \$300.00 limit does not apply to Section E.
  - 1. In addition, the District will pay a one-time stipend of approximately five (\$5) per hour, up to a maximum of \$150 per individual course/workshop. When recommending approval, the Committee shall indicate the amount of the stipend to be received upon successful completion. The stipend shall be paid through payroll as soon as practical.



- E. The Professional Growth Incentive funds will be increased \$1,600 to allow instructional assistants to attend the CSEA Paraeducator conference each year. No release time shall be granted without the completion and approval of the required forms.
  - 1. The Associate Superintendent of Human Resources (or designee) and CSEA Chapter President (or designee) shall review and approve applications. The following criteria shall be considered by the Committee:
    - a. The estimated per attendee cost of the conference, travel expense, lodging expense, per diem, and other incidental expenses
    - b. The impact of district programs
    - c. The criteria established in section B of this Article
  - 2. Reimbursement for conference expenses shall be made in a manner consistent with existing SDUHSD board policy.

## ARTICLE 14: PERSONAL PROPERTY

- A. Mileage Reimbursement: Employees who use their own automobiles on approved District business shall be reimbursed for all such travel at the IRS allowable rate in effect.
- B. Personal Property: The District shall reimburse an employee up to two hundred dollars (\$200.00) for any out-of-pocket loss, damage or destruction of personal property of the employee sustained in situations that fall within the scope of District employment. An employee may petition the Board of Trustees for reimbursement beyond that stated limit.
  - 1. For the intent of this section, "personal property" is defined as eyeglasses, safety glasses, hearing aids, dentures, and employee-owned materials or equipment utilized with the prior written approval of the District. Appropriate reports to law enforcement agencies shall be filed by the employee in cases of stolen property.
- C. Mechanics' Tools: Mechanics required to bring tools to work in order to perform their duties shall be granted up to one thousand dollars (\$1000.00) per year to purchase tools and/or parts for the purpose of updating, repair, or replacement of personal tools. A written request with full description of the tool shall be submitted to the District prior to the reimbursement.
  - 1. Mechanics' tools shall be replaced if lost or stolen under the following conditions:
    - a. Appropriate reports will be submitted by the mechanic to law enforcement agencies and/or to the District.
    - b. A complete tool inventory shall be submitted to the District by the mechanic. Such inventory shall be updated yearly by the mechanic and approved by the District. Only tools listed on the approved inventory list will be covered in case of loss or theft.
- D. Safety Gear: The District shall reimburse an employee up to one hundred fifty dollars (\$150.00) per school year toward the purchase costs of personal safety gear (i.e. reinforced-toe footwear, prescription safety glasses/goggles, etc.) necessary in the fulfillment of job duties and responsibilities.
  - 1. Unit members' respective supervisors shall identify the required personal safety gear and those assignments which require personal safety gear.
  - 2. If the need for personal safety gear is identified, the employee shall wear the identified safety gear.

## **ARTICLE 15: VACATIONS**

- A. Every employee, permanent or probationary, shall earn paid vacation benefits while they are on paid status, on a fiscal year basis, July 1 through June 30, in accordance with the provisions of this Article.
- B. Upon separation from service, the employee shall be entitled to a lump sum compensation for all earned and unused vacation.
- C. The rate at which vacation shall be paid shall be the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit for subsequent changes in conditions of employment during that vacation.
- D. If the employee has been granted vacation which was used and not earned and leaves District employment, the District shall be entitled to deduct from the unit member's last warrant the amount of salary which was paid for any unearned vacation used.
- E. Vacation credits may be accumulated to a maximum of two (2) times the number of days earned yearly.
- F. Vacation credits shall be computed on regular paid time excluding overtime.
- G. Employees shall be notified annually of their accrued vacation.
- H. Vacation schedules shall be prepared by the administration and every effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the District and the workload of the department.
- I. In case of conflicts in vacation scheduling, the employee with the most hire date seniority shall be given preference, providing that the less senior employee required to work has the necessary skills and/or required certificate(s) to perform the work to be done as determined by the supervisor.
- J. Employees working less than twelve (12) months do not have work days that fall within the Fall, Winter and Spring breaks. Employees working less than twelve (12) months will receive vacation pay (not to exceed a total of ten (10) days) for the Fall, Winter, and Spring breaks as a component of their pay. If the employee's vacation entitlement exceeds ten (10) days, the balance may be taken at a time convenient to the District and the employee during the school year. If at the end of the fiscal year, an employee who works less than twelve (12) months has earned vacation credits, he/she shall be paid for all earned but unused credits if he/she notifies the District in writing of his/her request prior to April 15 of the year in question. If such notification is not received by the District by April 15, the accumulated credits will be carried over as long as it does not conflict

with Section F of this Article. If the District receives such notice, payment will be made in the July 31 warrant. Emergencies will be handled on an individual basis by the Associate Superintendent of Human Resources.

- K. An employee who becomes ill during his/her vacation, under the provisions of this Agreement, shall immediately notify the District and shall make arrangements for rescheduling his/her vacation.
  - 1. Upon such notification, the employee shall be put on paid sick leave. The burden of proof of illness shall be the employee's responsibility and the District may require proof of such illness or injury prior to a change in leave status being granted.
- L. Holidays which occur during the employee's vacation shall not be charged against the employee's vacation time.
- M. Vacation may be taken at any time during the year. If the employee is not permitted to take his/her vacation and accumulation exceeds the limit set forth in Section E of this Article, the employee shall be paid in cash for any accumulation which exceeds said amount.
- N. The vacation schedule for employees shall be as follows:

Employment:	0-5 Years	6-10 Years	11-15 Years	16-20 Years	21+ Years
MONTHS	DAYS	DAYS	DAYS	DAYS	DAYS
12	12	15	18	21	24
11.5	12	15	18	21	24
11	11	13.5	16.5	19.25	22
School Term +10	11	13.5	16.5	19.25	22
School Term +5	10	12.5	15	17.5	20
School Term	10	12.5	15	17.5	20

## **Calendar Definitions:**

### **12-Month (246 Day):**

Employees work all twelve (12) months of the school year July 1st – June 30th. Employees are paid the hourly rate as shown on the salary schedule.

Employees work 246 days and receive pay for 14 holidays = **260 paid days/year**.

### **11.5-Month (237 Day):**

Employees work the School Term when students are in session plus 55 additional days.

Employees work 237 days and receive pay for 14 holidays = **251 paid days/year**.

### **11-Month (225 Day):**

Employees work the School Term when students are in session plus 43 additional days.

Employees work 225 days and receive pay for 13 holidays = **238 paid days/year**.

### **School Term + 10 (192 Day):**

Employees work the School Term when students are in session plus 10 additional days.

Employees work 192 days and receive pay for 13 holidays = **205 paid days/year**.

### **School Term + 5 (187 Day):**

Employees work the School Term when students are in session plus 5 additional days.

Employees work 187 days and receive pay for 13 holidays = **200 paid days/year**.

### **School Term (182 Day):**

Employees work the School Term when students are in session plus District Inservice Days.

Employees work 182 days and receive pay for 13 holidays = **195 paid days/year**.

District and CSEA will select day(s) for all 12-month employees to be off on a non-work, non-paid day on the years when the calendar exceeds 260 days.

## ARTICLE 16: HOLIDAY CALENDAR

- A. The holiday schedule for employees shall be:
1. New Years' Day (Legal)
  2. Martin Luther King Day (Local)
  3. Lincoln's Birthday (Legal)
  4. Washington's Birthday (Legal)
  5. Spring Holiday (Local) ... in lieu of Admission Day
  6. Memorial Day (Legal)
  7. Independence Day (Legal)
  8. Labor Day (Legal)
  9. Veteran's Day (Legal)
  10. Thanksgiving Day (Legal)
  11. Friday after Thanksgiving (Local)
  12. Christmas Eve (Local)
  13. Christmas Day (Legal)
  14. New Years' Eve (Local)
- B. The paid working schedule for part-time hourly employees shall normally commence on the first day of instruction and end on the last day of instruction as set forth in the Instructional Calendar. Employees, who are not normally on duty during school vacations (both Spring and Winter) but whose normal work year covers those periods, shall receive pay for holidays that occur during such school vacations. Holidays that occur outside the part-time employee's work year shall not be paid.
- C. When a holiday falls on a Saturday and the employee does not normally work Saturday, the preceding workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on a Saturday or Sunday and an employee is normally scheduled to work on Saturday or Sunday, the holiday will be observed on the Saturday or Sunday unless another day is deemed to be the holiday for those employees. If a holiday falls on a day other than Saturday or Sunday and employees normally have that day off, the holiday may be deemed another by the District providing a 3-day holiday where possible if the holiday provided a 3-day weekend for employees who do not work on Saturday or Sunday.
- D. An employee must be in a paid status on the working day immediately preceding or succeeding the holiday in order to be paid for that holiday. Pay for a holiday shall be the same the employee would receive on a normal workday.

## **ARTICLE 17: CLASSIFICATION & RECLASSIFICATION**

- A. Classification shall be the responsibility of the Personnel Commission in accordance with law.
- B. The effective date of any group reclassification that has been recommended by the Personnel Commission shall be determined by meet and negotiation between the Board's Representative and the Representative of CSEA.
- C. An individual reclassification shall be effective on the date set by the rules of the Personnel Commission.
- D. Classification shall not be subject to the Grievance Procedure.

## **ARTICLE 18: SAFETY CONDITIONS OF EMPLOYMENT**

- A. Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor. Each employee shall complete reports required by the District relating to the violations described herein.
- B. Employees shall be provided coverage under the terms and conditions of the District Workers' Compensation Insurance Program and sick leave provision for an injury or illness arising out of or in the course of their employment.
- C. Upon becoming aware of unsafe conditions, an employee shall be responsible for submitting written recommendations to the District regarding the maintenance of safe working conditions; facilities and equipment; repairs and modifications; and other practices designed to ensure District compliance with applicable standards of the California Occupational Safety and Health Act, Workers' Compensation and the provisions of the District fire and liability insurance programs. The District shall evaluate each of these recommendations.
- D. The District will provide forms to be used by employees to report unsafe working conditions and equipment. CSEA will have a representative on the District-wide Safety Council.



## **ARTICLE 19: LEAVES, PAID & UNPAID**

### **A. Sick Leave**

1. Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease.
2. A regular full-time (11.5 and 12-month) employee (probationary or permanent) shall earn paid sick leave in the amount of twelve (12) days for each year of service. 11-month and School Term +10 employees will receive 11 days of sick leave/year. School Term and School Term +5 will receive 10 days/year. Sick leave may be accumulated without limit.
3. At the beginning of each fiscal year, the sick leave "account" of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "account" shall be adjusted if a change of assignment alters the amount of sick leave earnable.
4. Sick leave may be taken at any time provided that new employees with probationary status only may use a maximum of six (6) days paid sick leave during their initial probationary period.
5. Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day, except as provided by the Education Code.
6. In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor of his/her absence prior to the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.
7. By the end of the normal working hours on the day prior to his/her expected return to work, the employee shall notify his/her supervisor in order that any substitute employee may be terminated. If the employee fails to notify his/her supervisor and both the employee and the substitute report, the substitute is entitled to the assignment and the employee shall not receive pay for that day.
8. If circumstances dictate, the Associate Superintendent of Human Resources (or designee) may require evidence satisfactory to the District to verify authorized use of sick leave.

### **B. Additional Sick Leave**

1. After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation to avoid leave without pay.

2. An employee who has exhausted fully paid sick leave shall be granted additional paid leave at fifty percent (50%) of his/her regular salary. Such leave shall not exceed one hundred (100) working days per fiscal year including days of fully paid sick leave.
3. A permanent employee who has exhausted all available paid leaves and who is absent due to a non-industrial accident or illness may be granted additional unpaid leave by the District, not to exceed six (6) months. The District may renew this unpaid leave for two (2) additional six-month periods.

#### C. Termination of Sick Leave

1. An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties. If the leave has been for more than twenty (20) working days, the unit member shall notify the District of his/her return at least three (3) working days in advance. A physician's release may be required by the District prior to returning to work.
2. If, at the conclusion of all sick leave and other leave, paid or unpaid, granted under these rules, the employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. Upon physician's release, his/her reemployment will take preference over all other applicants, except for those laid off for lack of funds, provided that he/she is able to resume the assigned duties.

#### D. Sick Leave Donation Program

1. In the event of a catastrophic illness or injury to an employee or a member of the employee's family, a sick leave bank may be established.
2. Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an employee or member of an employee's family for an extended period of time.
3. Family member is defined to mean the employee's spouse, parents, parents-in-law, sibling, children and stepchildren, or a family member for whom the unit member is the primary caretaker.
4. Under this sick leave donation program, employees may donate up to ten (10) accumulated sick leave days per year. The employee who chooses to donate:
  - a. Must provide written notice to the District of the intent to transfer the accumulated sick leave days;

- b. Must donate in one (1) day increments up to a maximum of ten (10) accumulated sick leave days. Once donated, the day shall be converted to hours;
  - c. Must acknowledge in writing to the District that the employee understands that he/she cannot revoke the donation of the accumulated sick leave days because all such donations are irrevocable and binding. The donating employee must sign and date this acknowledgment.
5. Under this program, unit members may receive donated days as follows:
- a. Catastrophic illness or injury to an employee:
    - I. He/she may receive hours up to a maximum of the number of hours necessary to receive full pay until the income protection program begins (maximum 90 days).
    - II. He/she must have exhausted all other employment benefits (sick leave, vacation).
    - III. He/she must request in writing to the Associate Superintendent of Human Resources (or designee) that accumulated sick leave days be donated and the method of notification.
    - IV. He/she must provide verification of the catastrophic illness or injury to the District.
  - b. Catastrophic illness or injury to a member of the employee's family:
    - I. He/she can only receive donated accumulated sick leave hours once per fiscal year and for a maximum of thirty (30) days.
    - II. He/she must have exhausted all other employment benefits (sick leave, vacation). The cap on personal necessity leave established in other sections of this Article does not apply when an employee qualifies for catastrophic leave for illness to a member of the employee's family.
    - III. He/she must request in writing to the Associate Superintendent of Human Resources (or designee) that accumulated sick leave days be donated and the method of notification.
    - IV. He/she must provide verification of the catastrophic illness or injury to the District.

- V. A committee composed of two CSEA members and the Director of Human Resources or the Associate Superintendent of Human Resources will determine whether the employee is eligible to receive donated days.

E. Personal Necessity Leave

1. An employee may use his/her regular accumulated sick leave for cases of personal necessity leave for a maximum of seven (7) days per fiscal year. An employee who has exhausted his/her personal necessity leave, but qualifies for the Family Medical Leave Act (FMLA) will be granted up to six (6) additional personal necessity days (until and unless court decisions preclude the additional leave). Verification of the FMLA qualification must be provided to the District.
2. Personal necessity leave shall be limited to circumstances that are serious (emergency) in nature and/or that the employee cannot reasonably be expected to disregard; and/or that necessitate immediate action; and/or that cannot be taken care of after work hours or on weekends; and/or as approved by the Associate Superintendent of Human Resources.
3. Employees desiring to use personal necessity leave shall secure prior approval within three (3) days of the start of the leave from the immediate supervisor, in accordance with District procedures, unless an unforeseen circumstance which calls for immediate action makes it impossible. The District will not require a reason for Personal Necessity on the Personal Necessity form.
4. Employees shall not be required to receive advance permission for personal necessity leave taken for: death or illness of a member of his/her immediate family; accident involving his/her person or property or the person or property of a member of his/her immediate family. In such cases, however, the employee shall be expected to make every reasonable effort to comply with District provisions designed to secure adequate substitutes.
5. Employees returning from personal necessity leave must submit an appropriate absence statement, in accordance with District provisions.
6. Personal necessity leave shall not include items such as social obligations, occupational investigation, recreational activities, work stoppage and other concerted activities.
7. If request for personal necessity leave is denied, an employee may appeal the denial to the Associate Superintendent of Human Resources (or designee). The decision shall be final.

#### F. Bereavement Leave

1. An employee shall be entitled to a maximum of five (5) days of absence with full pay in conjunction with the death of any member of his/her immediate family. The term "immediate family" is defined as mother, father, sister, brother, husband, wife, child, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-children or any permanent resident of the employee's immediate household.

#### G. Judicial-Government Leave

1. An employee shall be granted leave to appear in court as a witness when subpoenaed. An employee may be granted leave to respond to an official order from another governmental jurisdiction other than as a litigant and not brought about through the misconduct of the employee.
2. An employee shall be granted a leave to appear for jury duty in the manner prescribed by law and shall receive his/her regular pay.
3. An employee shall not be granted paid leave to appear in court or other official proceedings that he/she has brought against the District.
4. Jury Duty Leave: A less than 12-month employee who receives notice to appear for jury duty during work days shall have the option to postpone jury duty to non-work days and shall be compensated at the rate of \$70 per day (20+ hour per week employees) and \$35 per day (under 20 hours per week employees).

#### H. Industrial Accident & Industrial Illness Leave

1. Leaves resulting from an Industrial Accident/Illness shall be granted in accordance with the provisions of Education Code section 45192 and the following:
2. An employee who is absent from duty because of illness or injury defined as an industrial accident/illness under the provisions of Workers' Compensation Insurance laws, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits provided that:
  - a. He/she has six (6) months service in the District.
  - b. In the opinion of the District Superintendent or his/her designated representative, the illness or injury constitutes an industrial accident or illness or, if contested, it is ultimately determined to be work related.

3. Paid industrial accident leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same illness or injury.
4. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid Industrial Accident Leave shall not be deducted from the number of days of paid sick leave to which an employee may be entitled under the Education Code or Article 7, Sick Leave, of this Agreement.
5. If the employee is still unable to return to duty after exhausting paid Industrial Accident Leave, the employee shall be placed on paid sick leave if he/she is eligible. When sick leave, vacation, or other available paid leave is used in conjunction with temporary disability benefits derived from Workers' Compensation, the employee's salary shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits.
6. After all paid sick leave has been exhausted following a paid Industrial Accident Leave, an employee may choose to receive pay from accrued vacation or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Workers' Compensation Insurance Fund. After the expiration of all paid leave privileges, the Superintendent may place the employee on an industrial accident leave without pay, and during such time the employee may be placed on a reemployment list for a period of thirty-nine (39) months. The total time of all leave benefits provided under these rules, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for any one industrial accident/illness. A physician's release for the employee may be required by the District prior to returning to work.
7. Upon return to service from any paid or unpaid leave resulting from an Industrial Accident/Illness, an employee shall be assigned to a position in his/her former class ahead of any employee with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
8. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and District rules under this Agreement. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
9. When all paid or unpaid leaves of absence have been exhausted following an Industrial Accident/Illness, the employee's name shall be placed on the

reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

10. An employee who fails to accept an appropriate assignment after being medically approved shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and in assignment areas in which the employee has made himself/herself available.
11. While an employee is on any paid leave resulting from an industrial accident/illness the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under Workers' Compensation Insurance laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who is not full-time shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in a paid status during the preceding year.
12. During all paid leaves resulting from an industrial accident/illness, the employee shall endorse to the District all wage loss benefit checks received under Workers' Compensation Insurance laws. The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.
  - a. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

#### I. Maternity Leave

##### 1. Paid Maternity Disability Leave

- a. A female employee who is certified by a licensed physician to be physically disabled from performing her assigned duties due to pregnancy, may utilize sick leave and the benefits provided in Article 19, Section A for absences necessitated by pregnancy, miscarriage, childbirth and recovery.

#### J. Parental Leave / Baby Bonding Leave

1. During each school year, an eligible classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks.
2. When an employee has exhausted all sick leave, including accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee may be eligible

for 50% pay for the remaining portion of the 12-workweek period in which the absence occurs.

3. For the purposes of this provision the 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
4. An employee shall not be provided more than one 12-week period for parental leave during any 12-month period.
5. The minimum duration of this parental leave shall be two-week time periods; however, the District shall grant a request for parental leave of less than two weeks' duration on at least two occasions.
6. Parental leave taken pursuant to Education Code sections 45196.1 shall run concurrently with parental leave taken pursuant to section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to Education Code section 45196.1 and Government Code section 12945.2 shall not exceed 12 workweeks in a 12-month period.
7. For purposes of this provision, "parental leave" means leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
8. The 12 workweeks of parental leave provided under this Article must be taken within 12 months of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
9. When an employee decides to utilize Parental Leave they should notify Human Resources as soon as possible, but no less than 30 days prior to the first day of the intended Parental Leave.

K. Unpaid Personal Leave

1. A permanent employee may be granted up to six months unpaid leave of absence to complete coursework and/or internship(s) in the education field, for professional growth opportunities, or for personal reasons, including maternity/baby bonding leave, upon the recommendation of the Superintendent or his/her designee. Upon return from approved leave, the employee will be entitled to a position within the classification of the position from which the employee is on leave. The employee shall not be granted any accumulation of either sick leave or vacation for the period of absence.



2. In the event that the request for unpaid leave is denied, an appeal committee shall be convened upon the request of the employee. This appeal committee shall consist of two (2) district representatives appointed by the district and two (2) CSEA representatives appointed by CSEA.
    - a. When considering such a request, the committee will consider the following criteria:
      - I. Availability of replacement
      - II. Continuity of District operations
      - III. Reason(s) for the leave
      - IV. Length of the leave/frequency of the request from the individual
  3. While on unpaid leave of absence, the employee may not obtain a paid position in a public school, private school, or school district office.
- L. Military Leave
1. Military service leave shall be granted in accordance with the law.
- M. Service Recognition Day
1. On the tenth (10th) anniversary of employment with the District and on every subsequent yearly anniversary date (or within the fiscal school year of the anniversary date) each classified employee will receive a paid day off as a "Service Recognition Day". This day must be scheduled with the employee's supervisor for a mutually convenient workday within the fiscal school year of the anniversary date. If an employee has taken a Service Recognition Day prior to their anniversary date and the employee leaves District employment, the District shall be entitled to deduct from the unit member's last warrant the amount of salary which was paid for the unearned Service Recognition Day.

## **ARTICLE 20: VERIFICATION OF ABSENCE**

The Superintendent or the Associate Superintendent of Human Resources may require verification satisfactory to the District as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence. Such verification shall be supplied within five (5) days of the request for verification.

## **ARTICLE 21: EVALUATION PROCESS AND PERSONNEL FILE**

### **A. Evaluation Process**

1. All regular employees shall be evaluated by their supervisor in accordance with the following schedule:
  - a. Probationary Employees:
    - I. The second (2nd) and fourth (4th) months of service.
    - II. During the sixth (6th) month, the employee will receive the final probationary evaluation that will be a determination for Recommendation for Permanent Status. More frequent evaluations may be made at the discretion of the supervisor.
  - b. Permanent Employees:
    - I. At least once each year and at any time more than sixty (60) days later if the employee leaves the control of that supervisor. More frequent evaluations may be made at the discretion of the supervisor.
  - c. Permanent Employees shall meet with his/her supervisor thirty (30) working days before or after his/her hire date to be evaluated on his/her past performance and to set performance objectives for the subsequent evaluation period. The evaluation form will be signed by the supervisor and the employee.
2. At any time, the supervisor may provide a minimum of thirty (30) working days notice of a Corrective Action Plan. Included in this notice shall be the specific areas of concern with directives for each area. In addition, the supervisor shall indicate assistance to be given to the employee in each area. The employee who receives a Corrective Action Plan will not be granted a salary step advancement until the employee has completed the directives as indicated in the time frame specified. Once the employee has completed the Corrective Action Plan their salary step advancement will be given, retrospectively back to their hire date.
3. At the conclusion of the evaluation process, the original copy of the evaluation and any attachments will be sent to the Classified Personnel office to be filed in the employee's personnel file.
4. The judgment of the supervisor or the reviewer is not subject to the Grievance Procedure.

5. For the purposes of evaluation procedures, an employee's supervisor may, at the District's option, be a member of the bargaining unit.

B. Personnel Files

1. The personnel file of the employee shall be maintained by the District.
2. Employees shall be provided with copies of any derogatory written materials ten (10) days prior to placement in the personnel file. The employee shall be given ten (10) days to prepare and attach a written response. Said written response shall be attached to the material being placed in the file. Prior to placement in the file, the employee may request a review with the Associate Superintendent of Human Resources.
3. Material in the personnel file for more than two (2) years may not be used as the primary cause for disciplinary action against the employee.
4. An employee shall have the right to examine his/her file or obtain copies of materials. The employee shall not have the right to review materials that include ratings, reports or records that were obtained prior to employment
5. The District shall keep a personnel file log indicating persons who have examined the file and the date examined.
6. A separate record including salary, payroll, attendance, and workers' compensation information is kept in the payroll office.

## **ARTICLE 22: GRIEVANCE PROCEDURE**

- A. The parties agree to form a committee to review the grievance procedure set forth in Article 22. The committee will be composed of up to three (3) representatives appointed by the District and up to three (3) representatives appointed by the Association. The committee will convene in January 2014. Any recommendations regarding revisions to Article 22 will be forwarded to the bargaining teams no later than June 30, 2014.
- B. A grievance is a formal written allegation by an employee that there has been a violation of the specific provisions of this Agreement (except those Articles specifically excluded by the terms of this Agreement) which has adversely affected an employee.
- C. A grievant shall be a member of the bargaining unit covered by the terms of this Agreement.
- D. A day is a day on which the District Office is open.
- E. The immediate supervisor is the lowest level manager designated to adjust grievances.
- F. The time limits specified at any level of this procedure may be extended by mutual consent. Decisions to waive timelines will be mutually agreed upon and in writing.
- G. All communications, notices, papers required to be in writing shall be served personally or by United States or District mail. Date of delivery of decisions shall be verified in writing.
- H. The processing of a grievance shall be held at a time other than working hours when possible. However, a reasonable amount of release time shall be granted to CSEA for the processing of grievances. This release time will be for the purpose of attendance at formal grievance hearings and is not to be used for research, gathering of evidence or interviewing witnesses. However, CSEA may use the release time set in Article 3, paragraph H for the President or designee with prior notification.
- I. All employees shall have the right to decide if they desire to have representation or not up to formal Level V of the grievance procedure. If they decide to have representation, it shall be limited to the grievant and one (1) other person. At Formal Level II and above the employee may have two (2) representatives. An employee may have his/her grievance adjusted without the intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- J. Before filing a formal grievance, the employee (grievant) shall attempt to resolve the matter by informal conference with the immediate supervisor.
- K. In order to encourage a harmonious disposition of employees' grievances it is agreed that from the time a grievance is filed until it is processed to the conclusion of this procedure, neither the grievant, CSEA nor the District shall make public either the grievance or evidence regarding the grievance.
- L. There shall be no reprisal against an employee for filing a grievance or assisting a grievant in the above procedure.
- M. The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.
- N. Formal Level I - Immediate Supervisor
  - 1. The grievant shall present his/her grievance in writing on the appropriate form to his/her immediate supervisor within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or at the time the employee, with reasonable diligence, should have been aware of the act giving rise to the grievance.
  - 2. The written statement to be presented shall be a clear, concise statement of the grievance, the circumstances involved, and the specific remedy sought.
  - 3. The immediate supervisor shall communicate his/her decision to the grievant in writing within twenty (20) days after receipt.
  - 4. If the grievant is not satisfied with the decision and wishes to continue the grievance process, the grievant shall appeal the decision to Formal Level II within twenty (20) days after receipt of the written decision from the immediate supervisor. Appeals not submitted in writing within the twenty (20) day period shall not be subject to further grievance procedure.
  - 5. If the immediate supervisor does not respond within the specified time limit, the grievant may proceed to the next subsequent level.
- O. Formal Level II - Associate Superintendent or Director of Human Resources
  - 1. The appeal to the decision of the immediate supervisor shall be submitted by the grievant in writing on the appropriate form to the Associate Superintendent of Human Resources.

2. The appeal shall include a copy of the original grievance written statement, the decision of the immediate supervisor, and a clear, concise statement of the reasons for the appeal.
3. The Associate Superintendent or Director of Human Resources shall communicate his/her decision to the grievant in writing within twenty (20) days of receipt.
4. If the grievant is not satisfied with the decision and wishes to continue the grievance process, the grievant shall appeal the decision to Formal Level III or IV within twenty (20) days after receipt of the written decision from the Associate Superintendent or Director of Human Resources. Appeals not submitted in writing within the twenty (20) day period shall not be subject to further grievance procedure.
5. If the Associate Superintendent or Director of Human Resources does not respond within the specified time limit, the grievant may proceed to the next subsequent level.
6. If a grievance arises from action or inaction on the part of a member of the management team at the level above the immediate supervisor, the grievant shall submit such grievance in writing to the Associate Superintendent or Director of Human Resources and, if the Associate Superintendent or Director of Human Resources agrees that the immediate supervisor cannot resolve the grievance, the processing of such grievance will be commenced at Formal Level II.

P. Formal Level III - Mediator

1. The appeal to the decision of the Associate Superintendent or Director of Human Resources shall be submitted in writing to the Associate Superintendent of Human Resources within twenty (20) days.
2. The appeal shall include a copy of the original grievance written statement, the decision of the Associate Superintendent or Director of Human Resources, and a clear, concise statement of the reasons for the appeal.
3. The Associate Superintendent of Human Resources shall contact the State Conciliation Services to set a date for mediation of the grievance.
4. The representative of the State Conciliation Service shall hold a meeting with the parties to mediate the grievance.
5. If no agreement can be reached by the parties regarding the resolution of the grievance or the grievant is dissatisfied with the mediator's recommendation, the grievant shall appeal the decision to Formal Level IV or V within ten (10) days.

Appeals not submitted in writing within the ten (10) day period shall not be subject to further grievance procedure.

Q. Formal Level IV - Board of Trustees

1. Formal grievances not satisfactorily resolved at Level III may be continued through either Formal Level IV or V, at the option of the grievant(s). However, once the option has been selected by the grievant(s) they must utilize that option only. The grievant may select either Level IV or Level V, but not both levels.
2. In the event the decision at Level III is not satisfactory with the grievant(s), the decision may be appealed in writing to the Board of Trustees of the District within ten (10) days.
3. The Board of Trustees having received the appeal in the matter of an alleged grievance shall take the matter under study, which may necessitate a conference with the grievant(s). Such conference may be held in open session at a public meeting of the Board of Trustees or in executive session of that body by mutual agreement between the Board of Trustees and the grievant(s). Within thirty (30) days following receipt of the grievance appeal to the Board of Trustees, it shall render its decision in writing, such decision to be final and binding on all parties involved.

R. Formal Level V - Arbitrator

1. The appeal to the mediation efforts shall be a request in writing from CSEA to the Associate Superintendent of Human Resources for binding arbitration in the matter. It is expressly understood that only matters which are subject to binding arbitration are grievances as defined above which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District prior to Level IV shall not constitute a waiver by the District of a defense that the dispute is not grievable.
2. CSEA and the District shall attempt to agree upon a binding arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the binding arbitrator. The order of the striking shall be determined by lot.
3. If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits, or that the dispute has become moot, or that a party has breached the confidentiality provisions, such a claim shall, at the option of the District, be heard in



a one (1) day proceeding and promptly ruled upon by an arbitrator prior to any formal levels and a hearing on the merits of the grievance by a separate arbitrator. A suitable stay/continuance between such an arbitrability ruling and further proceedings which may be necessary shall be granted to the parties. The District may also, at its option and without prejudice, have such a claim heard along with the merits of the case by the same arbitrator.

4. 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, misapplication, misinterpretation of this Agreement in the respect alleged in the grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for the arbitrator is to be whether the District acted in an arbitrary, capricious or discriminatory manner. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall not render any decision or award or fail to render any decision or award merely because, in his/her opinion, such decision or award is fair or equitable.
  - a. Issues arising out of the exercise by the Board of Trustees and Administration of its responsibilities and authority including the facts underlying its exercise of such discretion shall not be subject to this procedure.
5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations.
6. Each party shall bear the full costs for its representation in the binding arbitration. The cost of the arbitration shall be divided equally between the District and CSEA. If any party requests a transcript, that party will pay for the transcript. If both parties request a transcript, the total cost of the transcripts shall be divided equally between the District and CSEA. The decision of the arbitrator shall be final and binding on all parties.

## **ARTICLE 23: SUPPORT OF AGREEMENT**

The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA will support this Agreement for its term and will not appear before the Board of Trustees to seek change or improvement, except as provided herein, in any matter subject to the meet and negotiation process except by mutual agreement of the District and CSEA.

## **ARTICLE 24: EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in the Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

## **ARTICLE 25: CONCERTED ACTIVITIES**

- A. It is agreed and understood that there will be no unlawful strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.
- B. CSEA recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of an unlawful strike, work stoppage, slowdown, or other interference with the operations of this District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- C. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- D. The District shall not participate in an unlawful "lock out" of employees.

## **ARTICLE 26: SAVINGS PROVISION**

- A. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction and all appeals have been exhausted, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- B. A change of benefits which are brought about by amendment or repeal of statutes incorporated into this Agreement will be open for negotiations, if one of the parties to this Agreement requests such negotiations within ten (10) days of the effect of the amendment or repeal.

## **ARTICLE 27: ATTENDANCE OF NON-RESIDENT STUDENTS**

Children of unit members whose legal residence is outside the boundaries of the San Dieguito Union High School District are eligible to enroll in a district school. In order to qualify for admission to a district school, the parent must submit an application for interdistrict attendance to the Pupil Services Department by March 1 of the year preceding the desired enrollment. Once enrolled, the student shall not have to apply for readmission in subsequent years. Students accepted through an interdistrict attendance agreement are subject to the same academic and behavioral standards as students of district residents. No home-to-school transportation is provided for students enrolled on an interdistrict attendance permit.

## **ARTICLE 28: COMPLETION OF MEET & NEGOTIATION**

The provisions of this Agreement constitute the agreement of the parties for the 2018-2021 contract period. However, the parties are committed to continuing the model and relationship of the past few years, which includes an agreement to meet and discuss matters of concern to either party in an attempt to problem-solve during the term of this Agreement. This commitment to a continuing meet and discuss relationship includes all matters of mutual interest to the parties, whether contractual or otherwise, and whether or not such matters were within the knowledge or contemplation of either party at the time they met and negotiated and executed this Agreement and even though such matters may have been proposed and later withdrawn.

# APPENDIX "A"

## CLASSIFIED RANGE/POSITION

25	Nutrition Services Assistant I		Risk Management Technician
26	Nutrition Services Assistant-Floater		Learning Commons Technician II
27	Nutrition Services Assistant II	43	Transportation Router/Scheduler
	Nutrition Services Assistant-Transporter I	44	Administrative Assistant IV
29	Instructional Assistant		Bus Driver Trainer
	Nutrition Services Assistant III		Construction & Facility Projects Coordinator
	Nutrition Services Assistant-Transporter II		Information Systems Support Technician
	Nutrition Services Catering Assistant		Lead Grounds Worker
	School Bus Attendant		Media Technician/Web Technician
30	Office Assistant		Senior Buyer
			Warehouse Supervisor
31	Instructional Assistant-Bilingual	45	Planning Finance Technician
32	Campus Supervisor	46	Payroll Technician
	Custodian	47	Locksmith
	Receptionist		Speech/Language Pathology Assistant
33	Custodian-Floater	48	Construction Projects Information Technician
	Nutrition Services Production Assistant		Painter
	Receptionist-Bilingual (Spanish)	49	Electrician
34	Instructional Assistant SpEd (Non-Severe)		HVAC Technician
	Locker Room Attendant/Custodian		Plumber
	Maintenance Worker I		Skilled Maintenance Worker
	Testing Assistant-Bilingual (Spanish)		Vehicle & Equipment Mechanic
35	Grounds Maintenance Worker I	51	Computer Support Technician
	Health Technician		Telecommunications Technician
		52	Accounting Specialist
36	Instructional Assistant-SpEd (SED)		Budget Analyst
	Instructional Assistant SpEd (Severe)		Facilities Construction Planner
	Instructional Assistant SpEd (Behavior Intervention)		Human Resources Analyst
	Secretary		Human Resources Certificated Analyst
37	Library/Media Technician		Information Systems Support Analyst
	Vocational Developer		Lead Maintenance Worker
	Warehouse/Delivery Worker		Payroll Analyst
38	Administrative Assistant I		Vehicle & Equipment Supervisor
	Custodian Crew Leader	Specialist	Workers' Compensation, Benefits & HRIS
	Purchasing Assistant		
	School Bus Driver	54	Information Systems Support Specialist
39	Grounds/Maintenance Worker II		Interpreter for the Hearing Impaired
	Warehouse/Stores Worker	57	Interpreter for the Hearing Impaired (NIC)
	School Plant Supervisor-Middle School		Network Technician
40	Administrative Assistant II	60	Interpreter for the Hearing Impaired (NIC Adv.)
	Accounting Assistant		Interpreter for the Hearing Impaired (NIC Adv.)
	Accounting Assistant-ASB		Loss Control Analyst
	Buyer		Occupational Therapist
	Grounds Maintenance Worker/Applicator	62	Contracts Analyst
	Human Resources Assistant		Construction Services Analyst
	Learning Commons Technician I		Facilities Planning Analyst
	Maintenance Worker II	63	Interpreter for the Hearing Impaired (NIC Master)
	Registrar		
	Tutoring Center Specialist	66	Network Analyst
41	Administrative Secretary-Bilingual (Spanish)		
	Grounds/Maintenance Equipment Operator		
	Irrigation Specialist		
	Lead School Bus Driver		
	School Plant Supervisor-High School		
	Theater Technician		
	Transportation Dispatcher		
	Translator/Interpreter (Spanish)		
	Vehicle & Equipment Service Worker		
42	Accounting Technician		
	Administrative Assistant III		
	Human Resources Technician		



**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2018**

**1.00%**

**2018-2019**

RANGE	STEP						
	1	2	3	4	5	6	7
23	29,180	30,639	32,171	33,780	35,469	37,242	39,104
	2,432	2,553	2,681	2,815	2,956	3,104	3,259
	14.03	14.73	15.47	16.24	17.05	17.90	18.80
24	29,910	31,405	32,975	34,624	36,355	38,173	40,082
	2,492	2,617	2,748	2,885	3,030	3,181	3,340
	14.38	15.10	15.85	16.65	17.48	18.35	19.27
25	30,657	32,190	33,800	35,490	37,264	39,127	41,084
	2,555	2,683	2,817	2,957	3,105	3,261	3,424
	14.74	15.48	16.25	17.06	17.92	18.81	19.75
26	31,424	32,995	34,645	36,377	38,196	40,106	42,111
	2,619	2,750	2,887	3,031	3,183	3,342	3,509
	15.11	15.86	16.66	17.49	18.36	19.28	20.25
27	32,209	33,820	35,511	37,286	39,151	41,108	43,164
	2,684	2,818	2,959	3,107	3,263	3,426	3,597
	15.49	16.26	17.07	17.93	18.82	19.76	20.75
28	33,015	34,665	36,399	38,219	40,129	42,136	44,243
	2,751	2,889	3,033	3,185	3,344	3,511	3,687
	15.87	16.67	17.50	18.37	19.29	20.26	21.27
29	33,840	35,532	37,309	39,174	41,133	43,189	45,349
	2,820	2,961	3,109	3,265	3,428	3,599	3,779
	16.27	17.08	17.94	18.83	19.78	20.76	21.80
30	34,686	36,420	38,241	40,153	42,161	44,269	46,483
	2,890	3,035	3,187	3,346	3,513	3,689	3,874
	16.68	17.51	18.39	19.30	20.27	21.28	22.35
31	35,553	37,331	39,197	41,157	43,215	45,376	47,645
	2,963	3,111	3,266	3,430	3,601	3,781	3,970
	17.09	17.95	18.84	19.79	20.78	21.82	22.91
32	36,442	38,264	40,177	42,186	44,295	46,510	48,836
	3,037	3,189	3,348	3,516	3,691	3,876	4,070
	17.52	18.40	19.32	20.28	21.30	22.36	23.48

**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2018**

**1.00%**

**2018-2019**

33	37,353	39,221	41,182	43,241	45,403	47,673	50,057
	3,113	3,268	3,432	3,603	3,784	3,973	4,171
	17.96	18.86	19.80	20.79	21.83	22.92	24.07
34	38,287	40,201	42,211	44,322	46,538	48,865	51,308
	3,191	3,350	3,518	3,693	3,878	4,072	4,276
	18.41	19.33	20.29	21.31	22.37	23.49	24.67
35	39,244	41,206	43,267	45,430	47,701	50,086	52,591
	3,270	3,434	3,606	3,786	3,975	4,174	4,383
	18.87	19.81	20.80	21.84	22.93	24.08	25.28
36	40,225	42,236	44,348	46,566	48,894	51,339	53,905
	3,352	3,520	3,696	3,880	4,074	4,278	4,492
	19.34	20.31	21.32	22.39	23.51	24.68	25.92
37	41,231	43,292	45,457	47,730	50,116	52,622	55,253
	3,436	3,608	3,788	3,977	4,176	4,385	4,604
	19.82	20.81	21.85	22.95	24.09	25.30	26.56
38	42,262	44,375	46,593	48,923	51,369	53,938	56,634
	3,522	3,698	3,883	4,077	4,281	4,495	4,720
	20.32	21.33	22.40	23.52	24.70	25.93	27.23
39	43,318	45,484	47,758	50,146	52,653	55,286	58,050
	3,610	3,790	3,980	4,179	4,388	4,607	4,838
	20.83	21.87	22.96	24.11	25.31	26.58	27.91
40	44,401	46,621	48,952	51,400	53,970	56,668	59,502
	3,700	3,885	4,079	4,283	4,497	4,722	4,958
	21.35	22.41	23.53	24.71	25.95	27.24	28.61
41	45,511	47,787	50,176	52,685	55,319	58,085	60,989
	3,793	3,982	4,181	4,390	4,610	4,840	5,082
	21.88	22.97	24.12	25.33	26.60	27.93	29.32
42	46,649	48,981	51,430	54,002	56,702	59,537	62,514
	3,887	4,082	4,286	4,500	4,725	4,961	5,209
	22.43	23.55	24.73	25.96	27.26	28.62	30.05
43	47,815	50,206	52,716	55,352	58,119	61,025	64,077
	3,985	4,184	4,393	4,613	4,843	5,085	5,340
	22.99	24.14	25.34	26.61	27.94	29.34	30.81

**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2018**

**1.00%**

**2018-2019**

44	49,010	51,461	54,034	56,736	59,572	62,551	65,679
	4,084	4,288	4,503	4,728	4,964	5,213	5,473
	23.56	24.74	25.98	27.28	28.64	30.07	31.58
45	50,236	52,747	55,385	58,154	61,062	64,115	67,321
	4,186	4,396	4,615	4,846	5,088	5,343	5,610
	24.15	25.36	26.63	27.96	29.36	30.82	32.37
46	51,492	54,066	56,769	59,608	62,588	65,718	69,004
	4,291	4,506	4,731	4,967	5,216	5,476	5,750
	24.76	25.99	27.29	28.66	30.09	31.60	33.17
47	52,779	55,418	58,189	61,098	64,153	67,361	70,729
	4,398	4,618	4,849	5,092	5,346	5,613	5,894
	25.37	26.64	27.98	29.37	30.84	32.38	34.00
48	54,098	56,803	59,643	62,626	65,757	69,045	72,497
	4,508	4,734	4,970	5,219	5,480	5,754	6,041
	26.01	27.31	28.67	30.11	31.61	33.19	34.85
49	55,451	58,223	61,134	64,191	67,401	70,771	74,309
	4,621	4,852	5,095	5,349	5,617	5,898	6,192
	26.66	27.99	29.39	30.86	32.40	34.02	35.73
50	56,837	59,679	62,663	65,796	69,086	72,540	76,167
	4,736	4,973	5,222	5,483	5,757	6,045	6,347
	27.33	28.69	30.13	31.63	33.21	34.88	36.62
51	58,258	61,171	64,229	67,441	70,813	74,354	78,071
	4,855	5,098	5,352	5,620	5,901	6,196	6,506
	28.01	29.41	30.88	32.42	34.04	35.75	37.53
52	59,714	62,700	65,835	69,127	72,583	76,212	80,023
	4,976	5,225	5,486	5,761	6,049	6,351	6,669
	28.71	30.14	31.65	33.23	34.90	36.64	38.47
53	61,207	64,268	67,481	70,855	74,398	78,118	82,024
	5,101	5,356	5,623	5,905	6,200	6,510	6,835
	29.43	30.90	32.44	34.06	35.77	37.56	39.43
54	62,737	65,874	69,168	72,626	76,258	80,071	84,074
	5,228	5,490	5,764	6,052	6,355	6,673	7,006
	30.16	31.67	33.25	34.92	36.66	38.50	40.42

**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2018**

**1.00%**

**2018-2019**

55	64,306	67,521	70,897	74,442	78,164	82,072	86,176
	5,359	5,627	5,908	6,204	6,514	6,839	7,181
	30.92	32.46	34.09	35.79	37.58	39.46	41.43
56	65,914	69,209	72,670	76,303	80,118	84,124	88,330
	5,493	5,767	6,056	6,359	6,677	7,010	7,361
	31.69	33.27	34.94	36.68	38.52	40.44	42.47
57	67,561	70,939	74,486	78,211	82,121	86,227	90,539
	5,630	5,912	6,207	6,518	6,843	7,186	7,545
	32.48	34.11	35.81	37.60	39.48	41.46	43.53
58	69,250	72,713	76,349	80,166	84,174	88,383	92,802
	5,771	6,059	6,362	6,680	7,015	7,365	7,734
	33.29	34.96	36.71	38.54	40.47	42.49	44.62
59	70,982	74,531	78,257	82,170	86,279	90,593	95,122
	5,915	6,211	6,521	6,848	7,190	7,549	7,927
	34.13	35.83	37.62	39.50	41.48	43.55	45.73
60	72,756	76,394	80,214	84,224	88,436	92,857	97,500
	6,063	6,366	6,684	7,019	7,370	7,738	8,125
	34.98	36.73	38.56	40.49	42.52	44.64	46.88
61	74,575	78,304	82,219	86,330	90,646	95,179	99,938
	6,215	6,525	6,852	7,194	7,554	7,932	8,328
	35.85	37.65	39.53	41.50	43.58	45.76	48.05
62	76,439	80,261	84,275	88,488	92,913	97,558	102,436
	6,370	6,688	7,023	7,374	7,743	8,130	8,536
	36.75	38.59	40.52	42.54	44.67	46.90	49.25
63	78,350	82,268	86,381	90,700	95,235	99,997	104,997
	6,529	6,856	7,198	7,558	7,936	8,333	8,750
	37.67	39.55	41.53	43.61	45.79	48.08	50.48
64	80,309	84,325	88,541	92,968	97,616	102,497	107,622
	6,692	7,027	7,378	7,747	8,135	8,541	8,969
	38.61	40.54	42.57	44.70	46.93	49.28	51.74
65	82,317	86,433	90,754	95,292	100,057	105,060	110,313
	6,860	7,203	7,563	7,941	8,338	8,755	9,193
	39.58	41.55	43.63	45.81	48.10	50.51	53.03

**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2018**

**1.00%**

**2018-2019**

66	84,375	88,594	93,023	97,674	102,558	107,686	113,070
	7,031	7,383	7,752	8,140	8,547	8,974	9,423
	40.56	42.59	44.72	46.96	49.31	51.77	54.36
67	86,484	90,808	95,349	100,116	105,122	110,378	115,897
	7,207	7,567	7,946	8,343	8,760	9,198	9,658
	41.58	43.66	45.84	48.13	50.54	53.07	55.72

**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2019**

**3.50%**

**2019-2020**

RANGE	STEP						
	1	2	3	4	5	6	7
23	30,201	31,711	33,297	34,962	36,710	38,546	40,473
	2,517	2,643	2,775	2,913	3,059	3,212	3,373
	14.52	15.25	16.01	16.81	17.65	18.53	19.46
24	30,956	32,504	34,129	35,836	37,628	39,509	41,485
	2,580	2,709	2,844	2,986	3,136	3,292	3,457
	14.88	15.63	16.41	17.23	18.09	18.99	19.94
25	31,730	33,317	34,983	36,732	38,568	40,497	42,522
	2,644	2,776	2,915	3,061	3,214	3,375	3,543
	15.25	16.02	16.82	17.66	18.54	19.47	20.44
26	32,524	34,150	35,857	37,650	39,533	41,509	43,585
	2,710	2,846	2,988	3,138	3,294	3,459	3,632
	15.64	16.42	17.24	18.10	19.01	19.96	20.95
27	33,337	35,004	36,754	38,591	40,521	42,547	44,674
	2,778	2,917	3,063	3,216	3,377	3,546	3,723
	16.03	16.83	17.67	18.55	19.48	20.46	21.48
28	34,170	35,879	37,673	39,556	41,534	43,611	45,791
	2,848	2,990	3,139	3,296	3,461	3,634	3,816
	16.43	17.25	18.11	19.02	19.97	20.97	22.02
29	35,024	36,776	38,614	40,545	42,572	44,701	46,936
	2,919	3,065	3,218	3,379	3,548	3,725	3,911
	16.84	17.68	18.56	19.49	20.47	21.49	22.57
30	35,900	37,695	39,580	41,559	43,637	45,818	48,109
	2,992	3,141	3,298	3,463	3,636	3,818	4,009
	17.26	18.12	19.03	19.98	20.98	22.03	23.13
31	36,797	38,637	40,569	42,598	44,728	46,964	49,312
	3,066	3,220	3,381	3,550	3,727	3,914	4,109
	17.69	18.58	19.50	20.48	21.50	22.58	23.71
32	37,717	39,603	41,583	43,663	45,846	48,138	50,545
	3,143	3,300	3,465	3,639	3,820	4,012	4,212
	18.13	19.04	19.99	20.99	22.04	23.14	24.30

**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2019**

**3.50%**

**2019-2020**

33	38,660	40,593	42,623	44,754	46,992	49,342	51,809
	3,222	3,383	3,552	3,730	3,916	4,112	4,317
	18.59	19.52	20.49	21.52	22.59	23.72	24.91
34	39,627	41,608	43,689	45,873	48,167	50,575	53,104
	3,302	3,467	3,641	3,823	4,014	4,215	4,425
	19.05	20.00	21.00	22.05	23.16	24.31	25.53
35	40,618	42,648	44,781	47,020	49,371	51,839	54,431
	3,385	3,554	3,732	3,918	4,114	4,320	4,536
	19.53	20.50	21.53	22.61	23.74	24.92	26.17
36	41,633	43,715	45,900	48,195	50,605	53,135	55,792
	3,469	3,643	3,825	4,016	4,217	4,428	4,649
	20.02	21.02	22.07	23.17	24.33	25.55	26.82
37	42,674	44,808	47,048	49,400	51,870	54,464	57,187
	3,556	3,734	3,921	4,117	4,323	4,539	4,766
	20.52	21.54	22.62	23.75	24.94	26.18	27.49
38	43,741	45,928	48,224	50,635	53,167	55,825	58,617
	3,645	3,827	4,019	4,220	4,431	4,652	4,885
	21.03	22.08	23.18	24.34	25.56	26.84	28.18
39	44,834	47,076	49,430	51,901	54,496	57,221	60,082
	3,736	3,923	4,119	4,325	4,541	4,768	5,007
	21.55	22.63	23.76	24.95	26.20	27.51	28.89
40	45,955	48,253	50,665	53,199	55,859	58,652	61,584
	3,830	4,021	4,222	4,433	4,655	4,888	5,132
	22.09	23.20	24.36	25.58	26.86	28.20	29.61
41	47,104	49,459	51,932	54,529	57,255	60,118	63,124
	3,925	4,122	4,328	4,544	4,771	5,010	5,260
	22.65	23.78	24.97	26.22	27.53	28.90	30.35
42	48,281	50,696	53,230	55,892	58,686	61,621	64,702
	4,023	4,225	4,436	4,658	4,891	5,135	5,392
	23.21	24.37	25.59	26.87	28.21	29.63	31.11
43	49,489	51,963	54,561	57,289	60,154	63,161	66,319
	4,124	4,330	4,547	4,774	5,013	5,263	5,527
	23.79	24.98	26.23	27.54	28.92	30.37	31.88

**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2019**

**3.50%**

**2019-2020**

44	50,726	53,262	55,925	58,721	61,657	64,740	67,977
	4,227	4,439	4,660	4,893	5,138	5,395	5,665
	24.39	25.61	26.89	28.23	29.64	31.13	32.68
45	51,994	54,594	57,323	60,189	63,199	66,359	69,677
	4,333	4,549	4,777	5,016	5,267	5,530	5,806
	25.00	26.25	27.56	28.94	30.38	31.90	33.50
46	53,294	55,958	58,756	61,694	64,779	68,018	71,419
	4,441	4,663	4,896	5,141	5,398	5,668	5,952
	25.62	26.90	28.25	29.66	31.14	32.70	34.34
47	54,626	57,357	60,225	63,237	66,398	69,718	73,204
	4,552	4,780	5,019	5,270	5,533	5,810	6,100
	26.26	27.58	28.95	30.40	31.92	33.52	35.19
48	55,992	58,791	61,731	64,817	68,058	71,461	75,034
	4,666	4,899	5,144	5,401	5,672	5,955	6,253
	26.92	28.27	29.68	31.16	32.72	34.36	36.07
49	57,392	60,261	63,274	66,438	69,760	73,248	76,910
	4,783	5,022	5,273	5,536	5,813	6,104	6,409
	27.59	28.97	30.42	31.94	33.54	35.22	36.98
50	58,826	61,768	64,856	68,099	71,504	75,079	78,833
	4,902	5,147	5,405	5,675	5,959	6,257	6,569
	28.28	29.70	31.18	32.74	34.38	36.10	37.90
51	60,297	63,312	66,477	69,801	73,291	76,956	80,804
	5,025	5,276	5,540	5,817	6,108	6,413	6,734
	28.99	30.44	31.96	33.56	35.24	37.00	38.85
52	61,804	64,895	68,139	71,546	75,124	78,880	82,824
	5,150	5,408	5,678	5,962	6,260	6,573	6,902
	29.71	31.20	32.76	34.40	36.12	37.92	39.82
53	63,350	66,517	69,843	73,335	77,002	80,852	84,894
	5,279	5,543	5,820	6,111	6,417	6,738	7,075
	30.46	31.98	33.58	35.26	37.02	38.87	40.81
54	64,933	68,180	71,589	75,168	78,927	82,873	87,017
	5,411	5,682	5,966	6,264	6,577	6,906	7,251
	31.22	32.78	34.42	36.14	37.95	39.84	41.83



**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2019**

**3.50%**

**2019-2020**

55	66,557	69,884	73,379	77,048	80,900	84,945	89,192
	5,546	5,824	6,115	6,421	6,742	7,079	7,433
	32.00	33.60	35.28	37.04	38.89	40.84	42.88
56	68,220	71,632	75,213	78,974	82,922	87,069	91,422
	5,685	5,969	6,268	6,581	6,910	7,256	7,618
	32.80	34.44	36.16	37.97	39.87	41.86	43.95
57	69,926	73,422	77,093	80,948	84,995	89,245	93,708
	5,827	6,119	6,424	6,746	7,083	7,437	7,809
	33.62	35.30	37.06	38.92	40.86	42.91	45.05
58	71,674	75,258	79,021	82,972	87,120	91,476	96,050
	5,973	6,271	6,585	6,914	7,260	7,623	8,004
	34.46	36.18	37.99	39.89	41.88	43.98	46.18
59	73,466	77,139	80,996	85,046	89,298	93,763	98,451
	6,122	6,428	6,750	7,087	7,442	7,814	8,204
	35.32	37.09	38.94	40.89	42.93	45.08	47.33
60	75,303	79,068	83,021	87,172	91,531	96,107	100,913
	6,275	6,589	6,918	7,264	7,628	8,009	8,409
	36.20	38.01	39.91	41.91	44.01	46.21	48.52
61	77,185	81,044	85,097	89,352	93,819	98,510	103,436
	6,432	6,754	7,091	7,446	7,818	8,209	8,620
	37.11	38.96	40.91	42.96	45.11	47.36	49.73
62	79,115	83,071	87,224	91,585	96,165	100,973	106,021
	6,593	6,923	7,269	7,632	8,014	8,414	8,835
	38.04	39.94	41.93	44.03	46.23	48.54	50.97
63	81,093	85,147	89,405	93,875	98,569	103,497	108,672
	6,758	7,096	7,450	7,823	8,214	8,625	9,056
	38.99	40.94	42.98	45.13	47.39	49.76	52.25
64	83,120	87,276	91,640	96,222	101,033	106,085	111,389
	6,927	7,273	7,637	8,018	8,419	8,840	9,282
	39.96	41.96	44.06	46.26	48.57	51.00	53.55
65	85,198	89,458	93,931	98,627	103,559	108,737	114,174
	7,100	7,455	7,828	8,219	8,630	9,061	9,514
	40.96	43.01	45.16	47.42	49.79	52.28	54.89

**APPENDIX "B"**  
**CLASSIFIED SALARIES**

**EFFECTIVE JULY 1, 2019**

**3.50%**

**2019-2020**

66	87,328	91,694	96,279	101,093	106,148	111,455	117,028
	7,277	7,641	8,023	8,424	8,846	9,288	9,752
	41.98	44.08	46.29	48.60	51.03	53.58	56.26
67	89,511	93,987	98,686	103,620	108,801	114,241	119,954
	7,459	7,832	8,224	8,635	9,067	9,520	9,996
	43.03	45.19	47.45	49.82	52.31	54.92	57.67

## **APPENDIX "C": SALARY PLACEMENT – LONGEVITY BENEFITS**

### **A. SALARY PLACEMENT**

1. New employees shall normally begin at step 01.
2. Employees shall have as their anniversary date for advancement to the next step, the beginning of the next month after completion of twelve (12) months service; i.e., the anniversary date of a contract dated November 15 shall be December 1.
3. A 2.5% differential pay shall be allowed for all classifications when more than 50 percent (50%) of their regularly assigned duty hours fall between the hours of 3:00 p.m. and 6:00 a.m.
4. A 7.5% salary increase shall be allowed when an employee maintains and uses their Licensed Vocational Nurse (LVN) Certification and/or a Registered Nurse (RN) Certification in a classification which does not require LVN or RN certification as a requirement of their classification.

### **B. LONGEVITY BENEFITS**

1. An increment of 2.5% salary for a twelve (12) month, eight (8) hours per day, full-time employee at the end of 10, 15, 20, 25, and 30 years respectively shall be added to the employee's annual salary. The longevity increment for those employees employed less than twelve (12) months or less than eight (8) hours per day, will be prorated in accordance with the number of months and/or hours of regular employment. In no case will a full-time employee, employed prior to 07/01/89 receive less than \$425.00 per longevity increment.

**APPENDIX "D"**  
**EXTRA-CURRICULAR SCHEDULE**  
**(Effective July 1, 2015)**

Announcer	\$50.00
Booth Control	\$75.00
Cash Control (short event)	\$50.00
Cash Control (long event)	\$75.00
Chain Gang (each)	\$50.00
Concession Helper (short event)	\$30.00
Concession Helper (long event)	\$50.00
Concession Supervisor (short event)	\$75.00
Concession Supervisor (long event)	\$100.00
Game Security (short event)	\$50.00
Game Security (long event)	\$75.00
Parking Lot Supervisor (long event)	\$75.00
Proctor (SAT/ACT/PSAT...)	\$125.00
Scorekeeper	\$50.00
Supervisor (short event)	\$50.00
Supervisor (long event)	\$75.00
Ticket Taker/Seller (short event)	\$50.00
Ticket Taker/Seller (long event)	\$75.00
Timer	\$50.00
Clerk of the Course (Track Meet)	\$75.00
Event Judge (Track Meet)	\$75.00

**Short Event** is defined as up to and including two hours, thirty minutes.

**Long Event** is defined as two hours, thirty-one minutes or more.

Employees working events in the same classification as their regular positions will be paid as additional hours (or overtime, if appropriate) in their regular positions.

If a "Short Event" extends past the above hour definition, the employee shall be paid the "Long Event" rate.

In the event of a "no show" or cancellation of an event, if the employee was required to attend for any amount of time, he/she shall be paid a minimum of thirty dollars (\$30.00).

Should a District team become eligible for CIF playoff held during working hours, the Classified Coach will be given release time to accompany the team.