

COLLECTIVE BARGAINING AGREEMENT

Between

The Board of Trustees of the Solana Beach
School District (SBSD)

And

The Solana Beach Association of Support
Professionals (SBASP)

Effective July 1, 2017 through June 30, 2020

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**ARTICLE 1
AGREEMENT**

- 1.1 This Agreement is made and entered into by and between the Board of Education of the Solana Beach School District, who shall be referred to in this Agreement as either the “Board” or the “District,” and the Solana Beach Association of Support Professionals, CTA/NEA, the exclusive representative for classified employees of the District, excluding management, confidential, and supervisory employees, and classified substitutes, who shall be referred to in this Agreement as the “Association.”
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, section 3540, 3549 of the Government Code which shall be referred to as the Educational Employment Relations Act (“EERA”).

ARTICLE 2
RECOGNITION

- 2.1 The Board hereby recognizes the Association as the exclusive representative of classified employees of the District excluding management, confidential, and supervisory employees, and classified substitutes.
- 2.2 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative designated by the Board to act in its behalf. The Association agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator.
- 2.3 All newly created classified positions which have not been designated by the District as management, supervisory, confidential, or classified substitutes shall be included in the bargaining unit.
- 2.4 Upon written request, the District agrees to meet with the Association and attempt to resolve any dispute over the designation of a new classified position as management, supervisory, or confidential. If agreement cannot be reached within a reasonable time, the disputed case shall be submitted to the Public Employment Relations Board ("PERB") for resolution.

ARTICLE 3
DEFINITION OF TERMS

3.1 Definitions

- 3.1.1 “Association” means the Solana Beach Association of Support Professionals.
- 3.1.2 “Board” refers to the Board of Education of the Solana Beach School District.
- 3.1.3 “Days” are calendar days.
- 3.1.4 “District” means the Solana Beach School District.
- 3.1.5 “Exclusive Representative” refers to the Solana Beach Association of Support Professionals.
- 3.1.6 “Permanent Employee” is a unit member who has successfully completed an initial probationary period.
- 3.1.7 “Probationary Employee” is a unit member who will become permanent upon the successful completion of a 12-consecutive month probationary period.
- 3.1.8 “School Year” refers to the yearly period of July 1 to June 30.
- 3.1.9 “Seniority” shall be based on the date of hire in probationary employee status. Seniority for purposes of layoff is defined in Article 15.
- 3.1.10 “The EERA” means the Educational Employment Relations Act.
- 3.1.11 “Unit Member” refers to any regular full-time or part-time classified employee of the District, excluding management, confidential, and supervisory employees, and classified substitutes.
- 3.1.12 “Vacancy” is a permanent opening resulting from death, resignation, termination, transfer, or a newly created position.
- 3.1.13 “Work Days” are days on which the administrative offices of the District are open for business.

ARTICLE 4
ASSOCIATION RIGHTS

- 4.1 The Association shall have the right to use District buildings and sites during non-duty hours for meetings and other Association activities without rental charge. The use of District facilities shall be subject to established District procedures relating to Civic Center usage.
- 4.2 The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided at each District work site in areas frequented by members of the unit.
- 4.3 Authorized representatives of the Association shall be permitted to transact official Association business on District work sites at times other than during hours of duty.
- 4.3.1 Upon request, the Association shall provide the District with the names of representatives authorized to discuss Association business;
- 4.3.2 Authorized Association representatives shall adhere to District sign-in procedures upon initial entrance on site to provide identification.
- 4.4 The Association may use District inter-school mail service and employee mailboxes for communication to unit members. The Association shall be responsible for inter-school distribution.
- 4.5 The Association shall have the right to use District email services for routine communications to unit members and other communications permitted by law and legal precedent established by PERB and other courts. In all cases, the Association and its individual unit members' use of District email shall conform to applicable board policies on acceptable use of the District's electronic devices.
- 4.6 Unless otherwise notified by the individual employees, the names and addresses of all unit members shall be provided without cost to the Association.
- 4.7 The Association may not use District funds, services, supplies, or equipment for the purpose of urging the support or defeat of any ballot measure or candidate including, but not limited to, any candidate for election to District's Board.
- 4.8 The Association and the District shall jointly select unit member representatives to all Association/District joint committees. If the parties are unable to jointly select a unit member representative to a joint committee, the Association shall select a unit member that possesses

reasonable knowledge regarding the subject matters to be discussed in joint committee meetings.

4.9 Release time

4.9.1 Designated Association representatives shall be provided release time at no loss of salary or benefits when representing the Association in joint committee meetings if those meetings occur during the regular work day.

4.9.2 Up to five-unit members shall be provided release time at no loss of salary or other benefits for negotiations. Release time for negotiations preparation may be granted within the discretion of the District, such release time shall be on a case-by-case basis and shall not establish a binding practice between the parties.

4.9.3 The grievant and duty authorized Association representative(s) shall be provided release time for grievance processing meetings to the extent those meetings occur during regular work day.

4.10 New Employee Orientation

4.10.1 The District shall provide at least 15 days' notice to the Association of any scheduled group orientation meetings for new unit members and, during these orientation meetings, permit the Association up to 30 minutes to address the new unit members. District administration will excuse themselves during Association time.

4.10.2 At times during the school year when no group orientation meetings for new unit members are scheduled, the District shall provide a packet prepared by the Association to new unit members containing contact and introductory information about the Association.

4.10.3 The District shall provide the Association the following information for existing and new members electronically, in editable format:

- name
- job title/classification
- department
- work location
- address
- personal email address (if on file with the district)
- personal cellular phone number (if on file with the district)
- Full Time Equivalent

Unless the unit member has requested this information be withheld to preserve personal privacy, such information shall be provided to the Association: by October 31st, January 31st, and May 31st. For new members, it will be provided within 30 days of employment, or at the first pay period following employment.

ARTICLE 5
NEGOTIATION PROCEDURES

- 5.1 No later than 45 days prior to the expiration of this Agreement, the Association and the District shall present their initial proposals for successor contract negotiations at a public meeting of the Board. Thereafter, negotiations shall not commence until a reasonable time has elapsed after the submission of these proposals to enable the public to become informed and the public has the opportunity to express itself regarding the proposals at a public meeting of the Board. After the public has an opportunity to express itself, the District shall, at a public board meeting, adopt its initial proposals.
- 5.2 In the case of reopener negotiations, the Association and the District shall present their initial proposals at a public meeting of the Board. Such proposals shall be submitted no later than 45 days prior to the school year in which the parties have agreed to negotiate reopeners. The public provision specified in Section 5.1 above shall be applicable for all reopener negotiations.
- 5.3 Unless mutually agreed otherwise by the parties, the meet-and-negotiate process shall commence no later than 15 days after the completion of the public notice requirements set forth above.
- 5.4 During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.
- 5.5 Upon request, the Association shall be provided with a copy of all public budget documents and other non-privileged information relevant to the negotiations process. The District shall respond to such requests within a reasonable period of time taking into account the availability of the requested information and the time required to prepare a response.
- 5.6 Within one month of ratification of this Agreement by both parties, the District shall send an electronic version of the Agreement to the Association. For the first agreement between the parties only, the District shall provide each unit member with a hard copy of the final Agreement. Also, the Agreement shall be posted on the District's website. Any new unit member hired during the term of the Agreement shall receive a hard copy of the Agreement upon request.
- 5.7 During the term of the Agreement, the parties may mutually agree to reopen negotiations on a limited basis to address matters such as recent legislative enactments that impact terms and conditions of employment for unit members. Negotiations on such matters may include agreement on a memorandum of understanding ("MOU") which shall have the same force and effect as an express article of the Agreement. Any MOU shall be considered for inclusion in the Agreement during the next round of negotiations.

ARTICLE 6
ORGANIZATIONAL SECURITY AND DUES DEDUCTION

6.1 Membership Dues and Agency Fees

6.1.1 Any Unit Member who is not a member of the Association, or who does not make application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues in the same manner as required for payment of membership dues. The District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

6.1.2 Any Unit Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting Unit Member organizations shall not be required to join or financially support the Association as a condition of employment; except that such Unit Member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (3) of Title 26 of the Internal Revenue Code:

- (a) Solana Beach Schools Foundation
- (b) United Way
- (c) American Cancer Society

6.1.3 Any Unit Member claiming this religious exemption shall, as a condition of continued exemption from the requirement of financial support to the Association, furnish the Association with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments. The district shall deduct, in accordance with the Association dues and service fee schedule, dues, service fees or payment to charity in lieu of service fees from the wages of all unit members who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the unit member.

6.1.4 The District shall, without charge, pay to the Association within 15 days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members who qualify for the religious exemption.

6.1.5 Along with each monthly payment to the Association, the District shall, without charge, furnish the Association with an alphabetical list of all unit members identifying them by name, months per year in paid status and annual salary, and shall indicate the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.

6.2 Hold Harmless Provision

6.2.1 The Association agrees to assume any and all reasonable costs and expenses in enforcing this Article, including, but not limited to, indemnification of and holding harmless this District, its Board, and any officer or employee of the District, for any costs or damages, which may be assessed against any such entity or individual as the result of attempts to enforce this Article, including, but not limited to, costs, expenses, compensatory or punitive damages, and actual reasonable attorney fees.

6.3 Deductions – Other Purposes

6.3.1 Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any member of the unit and make appropriate remittance for District approved annuities, credit union, and/or charitable donations.

ARTICLE 7
DISTRICT RIGHTS

- 7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- 7.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, or any other written agreement reached between the Association and the Board, and then only to the extent such specific and express terms are in conformance with law.
- 7.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. The declaration of an emergency (as defined herein) and consequent action by the Board shall not be subject to the grievance procedure. Emergency shall be defined as a natural disaster, national emergency, epidemic, act of God, or similar catastrophe.
- 7.4 Any dispute arising out of, or in any way connected with the existence of or the exercise of any of the above-described rights of the District, is not subject to the grievance provisions set forth in Article 9, unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 8
NONDISCRIMINATION

- 8.1 The District and Association agree that neither party will discriminate against any employee in the bargaining unit because of such individual's race, color, national origin, ancestry, religion, marital status, sex, disability, medical condition, sexual orientation, gender identity, status as a veteran, political affiliation, age or participation or nonparticipation in lawful association activities. For the purposes of this article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, or health impairments related to genetic characteristics.
- 8.2 Any alleged violation of 8.1 above shall not be subject to the grievance procedures. All such alleged violations shall be processed in accordance with the requirements of other agencies duly authorized to consider such allegations, i.e. Public Employment Relations Board, the Equal Employment Opportunity Commission and like agencies.

ARTICLE 9 GRIEVANCE PROCEDURES

9.1 Definitions

- 9.1.1 A “Grievant” is a member of the unit or the Association asserting a grievance on behalf of the unit member(s).
- 9.1.2 A “Grievance” is a claim by one or more members of the unit or the Association that there has been a violation, misapplication, or misinterpretation of the express terms of this Agreement which personally and adversely affects the member or members of the unit.
- 9.1.3 An “Immediate Supervisor” is the lowest level management person who has the authority to resolve the grievance and to grant the remedy sought.

9.2 Limitations

No grievance shall be recognized unless it is presented at Level I within 25 workdays after the grievant knew or reasonably should have known of the act or condition that forms the basis of the grievance, and if not so presented, the grievance will be considered waived.

9.3 Procedure

9.3.1 Level I – Immediate Supervisor

A grievance shall first be discussed with the grievant’s immediate supervisor with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the disposition of the grievance, grievant may submit the claim as a formal grievance in writing to the immediate supervisor. If the grievant has not filed a written grievance within 10 workdays after speaking with the immediate supervisor informally, the grievance will be deemed to have been waived. The grievant shall discuss the grievance with the immediate supervisor and may request that a representative accompany them. The immediate supervisor shall within 10 workdays render their decision and the reasons therefore, in writing, to the grievant, the Association, and the Superintendent.

9.3.2 Level II – Superintendent or Designee

- 9.3.2.1 If the grievant is not satisfied with the disposition of the grievance at Level I or, if no decision has been rendered by the immediate supervisor within 10 workdays after the presentation of the grievance, in writing, the grievant may forward the written grievance to the Superintendent 10 workdays after the decision at Level I.
- 9.3.2.2 Within 10 workdays after receipt of the written grievance by the Superintendent, the Superintendent or designee shall meet with the grievant and representative (if desired) in an effort to resolve the matter. The Superintendent or designee may have a representative at such meeting.

9.3.2.3 Within 10 workdays after meeting with the grievant, the Superintendent or designee shall transmit a copy of the grievance and their proposed resolution of it to the Association. Within 10 workdays after receipt of a copy of the grievance and the Superintendent's proposed resolution, the Association will transmit to the Superintendent or designee its written response. Such response shall indicate agreement or disagreement with the Superintendent or designee's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within 10 workdays after receipt of the Association's response to the grievance, the Superintendent shall render a written decision to the grievant and the Association.

9.3.2 Level III – Mediation

9.3.3.1 Prior to the submission of a grievance to Level IV, either party to the grievance procedure may request that the parties utilize the services of the State Conciliation Service for mediation and recommendation regarding the outcome of the grievance. Such request shall be made in writing within 10 work days after the Superintendent or designee's decision at Level II.

9.3.3.2 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.

9.3.3.3 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

9.3.4 Level IV – Board of Education

9.3.4.1 If the grievant is not satisfied with the disposition of the grievance at Level III, or if neither party requests mediation, the grievant may submit the grievance to the Board for consideration. Such action must be taken no later than 15 workdays after the mediator's final session or the Superintendent's response at Level II if the parties do not participate in mediation. The Board shall consider the grievance in closed session. The grievant and/or grievant's representative may present written or oral argument to the Board during the closed session. The Board shall consider only those evidentiary materials that have been presented at prior levels. The decision of the Board as to the disposition of the grievance shall be final.

9.3.4.2 Notification of the final decision to the parties will be made within 15 workdays after the decision has been reached.

9.4 General Provisions

- 9.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent.
- 9.4.2 A unit member may be represented at all stages of the grievance, procedure by a representative of their choice and the unit member may change their designation of a representative at any level during the grievance process.
- 9.4.3 The Superintendent or designee, the grievant and the Association agree to make available to each other all pertinent information not privileged under the law which is relevant to the issues raised by the grievance.
- 9.4.4 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to the next level.
- 9.4.5 The grievant and/or a unit member representative for the grievant shall be permitted reasonable periods of release time for the purpose of processing the grievance.
- 9.4.6 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the grievant's personnel file.
- 9.4.7 Action by a unit member or the Association to challenge or change the provisions of this Agreement is not within the scope of the Grievance Procedure.
- 9.4.8 A grievance must be based upon an alleged violation of a specific provision of this Agreement. Complaints from unit members regarding alleged misapplication of policies, rules, regulations, and procedures outside the scope of this Agreement shall be processed as provided by said policies, rules, regulations, and procedures.
- 9.4.9 If a grievance arises from the alleged violation, misapplication, or misinterpretation of the Agreement by an administrator, other than the principal or immediate supervisor, the grievance shall be filed initially with such administrator.
- 9.4.10 If a grievance affects a group or class of unit members and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue(s) raised by the grievance are the same as to all unit members involved, the Association may initiate and submit such grievance directly to the Superintendent. The processing of such grievance shall commence at Level II.
- 9.4.11 The Association will notify the District of those individuals authorized to investigate and process grievances on behalf of the Association.

ARTICLE 10
HOURS OF EMPLOYMENT

10.1 Initial Employment

10.1.1 Upon initial employment, each unit member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, a statement of the duties of the position, the unit member's regular worksite, regularly assigned work shift, the hours per day, days per week, and months per year.

10.2 Workweek

10.2.1 The workweek for each full-time unit member shall consist of five (5) consecutive work days and forty (40) hours per week. This provision shall not restrict the extension of the regular workweek on an overtime basis when such is necessary to carry out the business of the District.

10.2.2 In the event a unit member is assigned to work on either Saturday or Sunday or both, as part of a regularly assigned five (5) consecutive day workweek, the District shall provide such unit member with thirty (30) days advance notice prior to the implementation of such workweek.

10.3 Workday

10.3.1 The length of the workday for each full-time unit member shall be eight (8) hours per day.

10.3.2 The length of the workday for each less than full-time unit member shall be determined by the Board.

10.3.3 The daily work schedule for unit members, including the scheduling of rest periods and lunch periods, will be determined by the principal or immediate supervisor.

10.4 Work Year

10.4.1 The length of the work year for each position in the bargaining unit shall be determined by the Board.

10.5 Rest Periods/Meal Breaks

10.5.1 Each unit member who works 3.5 hours per day shall be entitled to a 10-minute paid rest break during the work shift.

10.5.2 Each unit member who works more than 3.5 hours per day but less than five (5) hours per day shall be entitled to one 15-minute paid rest break during the work shift.

10.5.3 Each unit member who works at least five (5) hours per day, but less than or equal to six (6) hours per day, shall be entitled to a 15-minute paid rest break during the work shift and a 30-minute unpaid meal break. The meal break may be waived by mutual consent of the District and the unit member provided the unit member does not work more than six hours.

10.5.4 If a unit member works more than six (6) hours per day, the unit member shall be entitled to a 15-minute paid rest break during the work shift and an unpaid 30-minute meal break. The meal break cannot be waived.

10.5.5 If a unit member works seven (7) or more hours per day, the unit member is entitled to two 15-minute paid rest breaks during the work shift and an unpaid 30-minute meal break. The meal break may be increased to 60-minutes by mutual consent of the District and the Unit Member. The meal break cannot be waived.

10.5.6 Unit members who are employed in two (2) or more positions in the District shall be entitled to meal and rest breaks based upon their daily hours of service.

10.6 Adjustment of Assigned Time

10.6.1 A part-time unit member who is assigned to work an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive work days or more shall have their regular assignment adjusted upward in order to acquire fringe benefits (e.g., sick leave and vacation) on a properly prorated basis as specified in Education Code section 45136.

10.7 Starting Time for Work Shift

10.7.1 The starting time for a unit member's work shift may be changed by the District so long as the unit member receives fifteen (15) calendar days' advance notice of any permanent change in starting time. The unit member's immediate supervisor shall meet with the affected unit member in an attempt to secure mutual agreement prior to the shift change.

10.8 Vacations

10.8.1 Vacation allowance is accrued on a fiscal year basis (July 1 - June 30). A vacation with pay will be granted to unit members who continue with the District beyond the first six (6) months of their probationary period. Twelve-month unit members shall be allocated

twelve (12) days of vacation for the first through third years of service including the probationary period. After the third year of employment, vacation shall be allocated according to the following schedule:

<u>Years of service</u>	<u>Days of vacation</u>
4	13
5	14
6-8	15
9-11	16
12-14	17
15 or more	18

Unit members who work less than 12 months per year or less than eight (8) hours per day shall earn paid vacation on a prorated basis relative to their regular work schedule when compared with full-time employment. For purposes of this section, full-time employment is defined as eight (8) hours per day or forty (40) hours per week for 12 months per year.

10.8.2 Vacation allocation and use during probationary employment

10.8.2.1 Initial vacation allocation for the first full year of employment shall be credited to unit members after six (6) months of paid probationary service. Probationary unit members who complete the first six (6) months of service and receive a satisfactory five (5)-month performance review may request use of up to one half (50%) of their first-year vacation allocation during the second six (6) months of their probationary employment. Such request may be granted only upon prior approval of the unit member's immediate supervisor.

10.8.3 Unused Vacation

10.8.3.1 In the event of the resignation or termination of a permanent unit member, vacation allowances accumulated under this section will be paid in a lump sum with the last salary warrant.

10.8.3.2 Unit members who are unable to take their entire vacation due to employer needs and direction shall have the option to be compensated for their unused vacation or may carry the vacation over.

10.8.4 Unit members who resign or are terminated prior to six (6) months of employment are not entitled to vacation allowance.

10.8.5 Unit members must secure advance permission for vacation use from their immediate supervisor. Vacations for less than twelve-month unit members will normally be taken on non-instructional days. The supervisors of each department will determine the need for unit members to be on duty.

10.8.6 Accumulated earned vacation for twelve-month unit members shall not exceed two (2) years of vacation entitlement without prior approval of the Director of Human Resources. Twelve-month unit members who have accumulated maximum vacation days may have their vacation scheduled by the administration to avoid excess accumulation.

10.8.7 All less than twelve-month unit members shall be paid accrued but unused vacation at the conclusion of their work year.

10.8.7.1 All less than twelve-month Unit members have the option to request a December vacation payout for any portion of their earned and accumulated vacation in the current work year.

10.8.7.2 The request for vacation payout must be submitted to payroll no later than November 1 to be paid in December's payroll.

10.8.8 Interruption of Vacation Leave

A Unit member who commences an authorized vacation period and subsequently becomes seriously ill or injured (accompanied by a physician's statement), bereaved, or gives birth before the vacation period has been completed shall be placed on the appropriate leave under the following conditions:

10.8.8.1 The Unit Member is otherwise qualified for such leave as provided by this Collective Bargaining Agreement;

10.8.8.2 The Unit Member, if physically capable, returns to duty immediately following the vacation period; and

10.8.8.3 The Leave/Absence Adjustment Form is filled with the Immediate Supervisor within five (5) work days of return to duty.

10.8.8.4 When the Unit Member's vacation leave is to be converted to another type of leave, the appropriate vacation credit shall be restored to the Unit Member's earned vacation balance.

10.9 Holidays

10.9.1 Members of the unit will be granted the following holidays with pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.

10.9.2 Holidays for 10-month, 10.5-month and 11-month unit members are:

Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Day, Admission Day, Washington's Day, and Memorial Day (13 days)

10.9.3 Holidays for 12-month unit members are:

Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Day, Admission Day, Washington's Day, and Memorial Day (14 days)

ARTICLE 11
CLASSIFICATION AND RECLASSIFICATION

11.1 Classification

11.1.1 The District and the Association agree to negotiate any change in a classification position description that addresses mandatory subject of negotiations.

11.1.2 Job descriptions for new classifications shall be developed by the District and shall be used as a basis for employment. The Association and the District shall meet and negotiate regarding the contents of such job descriptions; however, such negotiations shall not prevent the District from proceeding in the employment process.

11.2 Reclassification

11.2.1 All reclassifications, including changes to job descriptions, title changes, or salary changes, shall be negotiated by the parties.

11.2.2 Incumbents in positions that are reclassified shall continue employment in the new classification. These incumbents will not serve a probationary period in the new classification.

ARTICLE 12
TRANSFERS and REASSIGNMENTS

12.1 General

12.1.1 Assignment for members of the unit shall be determined by the Superintendent subject to the express terms of this Agreement and state and federal law.

12.2 Definitions

12.2.1 A Transfer is defined as the movement of a unit member from one job site to another job site or department within the same classification.

12.2.2 A Reassignment is a change from one assignment to another assignment in the same classification at the same work site.

12.2.3 A Voluntary Transfer or Reassignment is a transfer or reassignment which is initiated through a request submitted by a unit member.

12.2.4 An Administrative Transfer or Reassignment is a transfer or reassignment which is initiated and effected at the discretion of the Superintendent.

12.2.5 For purposes of this Article, seniority is determined by date of hire in a job classification. Substitute employment prior to hiring in regular employee status shall be inapplicable in the determination of date of hire.

12.3 Voluntary transfers and reassignments

12.3.2 All unit members shall be notified of vacancies via District email. The notice of vacancy shall include the applicable position description. Notices shall be posted at least five workdays. Unit members who wish to be transferred or reassigned to the posted vacancy shall submit a written transfer or reassignment request to the Department of Human Resources.

12.3.3 Eligibility for Voluntary Transfers or Reassignment

Unit members within the same classification may apply for voluntary transfers or reassignments with the following exceptions:

12.3.3.1 If the unit member is currently subject to a performance assistance plan or has received a written reprimand within the last two years.

12.3.3.2 If the unit member has received an overall "requires improvement" or overall "unsatisfactory" rating in the unit member's most recent evaluation.

12.3.3.3 If the unit member is a probationary employee.

12.3.3.4 If the unit member is a permanent employee who has not completed six months of service in the unit member's current classification at the existing work site.

12.3.4 In the consideration of requests for voluntary transfers or reassignments, the following factors shall be applicable:

12.3.4.1 Experience in the position;

12.3.4.2 Qualifications required of the position;

12.3.4.3 Needs of work site as defined by principal/supervisor; and

12.3.4.4 Prior performance evaluations.

12.3.4.5 If the principal or department head rates two or more applicants equal in terms of 12.3.4.1, 12.3.4.2, 12.3.4.3, and 12.3.4.4, then seniority may be considered.

12.3.5 Eligible unit members with voluntary transfer or reassignment requests on file by the announced closing date may interview for any or all positions for which they qualify.

12.3.6 The filing of an application for reassignment or transfer is without prejudice to the unit member and shall not jeopardize the unit member's present assignment. An application may be withdrawn by the unit member in writing at any time prior to official notification of selection.

12.3.7 Within five (5) workdays following the completion of the selection process, the District shall notify each applicant, in writing, of the results of the selection process.

12.4 Administrative transfers or reassignments

12.4.2 Administrative transfers or reassignments shall be based upon whether or not the administrative transfer or reassignment serves the best interest of the District as determined by the Superintendent.

12.4.3 Except in cases involving the health and welfare of students and/or staff as determined by the District, unit members who are to be administratively transferred or reassigned shall be notified in writing at least seven working days prior to the effective date of the transfer or reassignment.

12.5 Increase in hours

12.5.1 When an existing part-time position is authorized a permanent increase in time by the District, which increases the position by 30 minutes or less, the permanent increase shall be offered to the current incumbent. When the District authorizes a permanent increase in time for a part-time position and permanent increase in the position is more than 30 minutes, the position shall be declared vacant and posted for transfer or reassignment. Also, in the event the permanent increase in time qualifies the position for District-paid health and welfare benefits, the position shall automatically be declared vacant and posted for transfer or reassignment. All unit members in the classification shall be afforded the opportunity to apply for the position, subject to restrictions on voluntary transfers and reassignments set forth in this Article.

ARTICLE 13
PROMOTIONS

- 13.1 The District reserves the right to make the final determination regarding the rating and ranking of applicants for promotional positions and to post notices of promotional vacancies both within and without the District in the manner permitted by the express terms of this Agreement and by law. All applicants shall meet the stated qualifications for the promotional vacancy.
- 13.2 A Promotion is defined as a position in which the unit member would receive a raise in compensation due to placement in a higher classification.
- 13.3 A unit member who has passed the applicable job skills test, met the minimum qualifications as stated in the job description, and who has received overall performance ratings of satisfactory or above on their recent work performance evaluations shall be considered qualified to apply for promotional positions.
- 13.4 A unit member who is promoted to a higher classification shall be placed on the salary range for the higher classification that is the next highest dollar amount to the unit member's current salary.
- 13.5 All unit members will be notified via District email regarding vacancies. Vacancies shall be posted within the District for five (5) days prior to the distribution of vacancy notices outside the District.
- 13.6 Former unit members on a 39-month or 63-month reemployment list shall be provided with notice of any vacancy for which they are qualified prior to the posting of the vacancy pursuant to this Article.
- 13.7 It shall be within the discretion of the District to determine whether or not a vacancy shall be filled.
- 13.8 The District shall paper screen applications for promotional positions. Thereafter, qualified candidates shall be interviewed by an interview committee.
- 13.9 At the promotional interview, all qualified candidates for a promotional position shall be asked the same questions as determined by the District. The interview panel's determination of how

well the interviewee responded to the established questions shall be part of the interviewee's rating.

13.10 At the conclusion of all interviews for a promotional position, each person on the interview panel shall rank the prospective candidates.

13.11 The following criteria shall be used by the District in consideration of promotions:

13.11.1 The specific needs of each school and/or department as defined by the supervisor or administrator.

13.11.2 The qualifications of the applicant including training, experience, and prior performance ratings.

13.11.3 If the principal or department head rates two or more applicants equal in terms of 13.11.1 and 13.11.2, then seniority may be considered.

13.12 A unit member must be a permanent classified employee of the District to be eligible for a promotion.

ARTICLE 14

LAYOFFS, REEMPLOYMENT, VOLUNTARY REDUCTION IN HOURS, IMPACTS & EFFECTS

- 14.1 A layoff for the purpose of this Agreement shall be considered as an involuntary separation of a permanent or probationary unit member due to lack of funds, lack of work, or reduced workload. Also, reductions in work year and hourly assignments shall be considered a “layoff” within the meaning of this section. (The determination of lack of funds, lack of work, or reduced workload shall not be grievable or subject to negotiations).
- 14.2 Order of Layoff
- 14.2.1 Length of service refers to the period of service as a regular unit member within one or more classifications. Seniority shall be determined based upon initial hire date in regular unit member status. Seniority within a classification means total length of service as a regular unit member in the classification plus higher classifications.
- 14.2.2 Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. Layoffs shall be in reverse order of seniority in the job classification in which the layoff occurs. The unit member with the least seniority in the affected classification plus seniority accrued from serving in a higher classification shall be laid off first. In the event of a tie, the unit member with less district seniority shall be laid off. If a tie still exists, the unit members affected shall draw lots to break the tie.
- 14.3 Notice of Layoff
- 14.3.1 A written notice of layoff shall be given to affected unit members not less than 60 days prior to the effective date of the layoff.
- 14.3.2 Unit members employed in specially funded programs terminating or being reduced at a date other than June 30 shall be given written notice of layoff not less than 60 days prior to the effective date of their layoff.
- 14.3.3 Sixty days’ notice is not required when an actual and existing financial inability to pay exists or for cause not foreseeable or preventable by the Board.
- 14.3.4 The notice shall contain: (1) the unit member’s displacement rights, if any; and (2) the unit member’s reemployment rights and copies of the California Education Code sections governing lay off and reemployment.
- 14.3.5 A copy of the notice shall be concurrently sent by mail to the Association President or designee with a list of the unit members affected by the layoff.

14.4 Displacement (Bumping) Rights

14.4.1 Unit members who are designated for a layoff may exercise displacement or bumping rights into any equal or lower classification which he or she currently holds or into a classification previously regularly held within the District, providing that they meet minimum qualifications and providing that the classification into which they are bumping is equal or lower than the classification from which the unit member is being laid off. A unit member possessing bumping rights need not exercise those rights; a unit member who elects a layoff in lieu of displacement or bumping maintains their reemployment rights under this Agreement.

Unit members in positions which have been eliminated shall have the right to displace the least senior unit member in their classification.

14.4.2 A permanent or probationary unit member who has been removed from their classification for lack of work or lack of funds and after exercising their bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, in lieu of layoff, provided that the unit member is qualified to perform the duties thereof and provided further that the District agrees to such reassignment. Such unit member shall maintain their reemployment rights as defined in this Agreement.

14.4.3 A unit member displaced from their classification as a result of being bumped shall have the same bumping rights as set forth in Section 14.4.1 hereinabove.

14.5 Reemployment Rights

14.5.1 Laid off unit members are eligible for reemployment in the classification from which laid off for a 39-month period from the effective date of layoff, and shall be reemployed in the reverse order of layoff as vacancies become available. The names of unit members laid off shall be placed on reemployment lists in the reverse order of layoff.

14.5.2 Unit members who, in lieu of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, in the reverse order of layoff, and for a period of 63 months from the effective date of layoff. Such unit members shall be ranked in accordance with their seniority on the reemployment list(s).

14.5.3 A unit member who is laid off and is subsequently eligible for reemployment shall be notified by the District of opening(s) for which he/she is eligible. The notice shall be sent by certified mail to the last address of the unit member on record with the District.

14.5.4 The District may elect to give personal notification, including notification by telephone, to unit members who are eligible for reemployment. Such personal notification must be followed by notification by certified letter to the unit member that is sent no later than the workday following the date of the personal contact.

14.5.5 Within seven workdays of mailing the notice or within four workdays of telephone or personal contact, the unit member must accept the position or the right to it is deemed waived. The District may simultaneously send out a notice of vacancy to unit members on the seniority list. Such notice shall indicate the unit member's standing on the seniority list and a statement that the unit member may be entitled to reemployment only after the most senior unit member on the list has been offered and declined reemployment.

14.5.6 Any acceptance by such unit member of an assignment to a classification lower than the classification from which unit member was laid off or to the same classification but with fewer hours shall not affect the unit member's original 39-month rights to reemployment in their former classification and with the same number of hours. A unit member given an offer of reemployment does not need to accept reemployment to maintain eligibility on the reemployment list provided the unit member notifies the District of refusal of reemployment within ten calendar days from receipt of the reemployment offer. If the unit member accepts reemployment, the unit member must report for work within fifteen calendar days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approves a later reporting date.

14.5.7 A unit member who is laid off and elects retirement from the California Public Employees' Retirement System (CalPERS) shall be placed on a reemployment list. The District shall notify CalPERS that retirement was due to layoff. Should the unit member subsequently accept, in writing, reemployment, the District shall maintain the vacancy until CalPERS has properly processed the request for reinstatement from retirement; however, the vacancy may be staffed temporarily pending processing of the CalPERS reinstatement request.

14.5.8 Any unit member who is laid off shall have preferential rights to provide substitute services in the classification from which they were laid off.

14.6 Benefits

14.6.1 For those bargaining unit members laid off (separation from employment), all accrued and unused vacation shall be paid in the final salary warrant due the unit member.

14.6.2 Any unit member who is subject to layoff and who is receiving District paid health and welfare benefits on the effective date of layoff shall receive health and welfare benefits for the calendar month in which the layoff occurs and for the calendar month immediately thereafter.

14.6.3 Unit members notified of layoff (separation from employment) shall be granted three days of release time to seek other employment. Unit members notified of layoff (reduction in hours) shall be granted one day of release time to seek other employment.

ARTICLE 15
LEAVES

15.1 Sick Leaves

- 15.1.1 The Board shall provide for a compensated leave of absence from duty to any unit member who is compelled to be absent from duty because of accident, illness, or quarantine.
- 15.1.2 Unit members employed five (5) days per week for the full school year are entitled to twelve (12) days sick leave each school year commencing on the first day of employment. Unit members employed for the full school year for less than five (5) days per week are entitled to twelve (12) days divided by five (5) days and multiplied by the number of days worked per week each school year.
- 15.1.3 Unit members who work five (5) days per week for the full school year but for less than a maximum day are entitled to twelve (12) days sick leave each school year of the same length regularly worked.
- 15.1.4 Should a unit member be transferred from a day of less than maximum time to one of greater (or of maximum) time, said unit member's accumulated sick leave days shall be reduced in direct proportion to the ratio of time previously worked per day to time presently worked per day.
- 15.1.5 Unit members hired for less than a full school year (i.e., 10 months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which the unit member may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 15.1.6 Any unit member who is absent from duty on account of illness or accident for more than their sick leave entitlement and for up to 100 days total shall receive fifty percent (50%) of their regular daily salary for each day of such leave. Any unit member who is absent from duty on account of illness for more of their sick leave entitlement and for more than 100 days shall receive no pay for such period.

- 15.1.7 Unit members absent due to claimed sick leave may be required to submit a physician's statement or that of a person authorized by a well-recognized religious sect, denomination, or organization to treat people verifying the absence was due to illness and the dates of illness. The District need not assume that a unit member's statement establishes disability conclusively but may require a review and examination by a physician selected by the District or a practitioner for the unit member's faith selected by the District. The expense of such review examination shall be borne by the District.
- 15.1.8 A sick leave absence shall commence when the unit member or agent of the unit member calls in to report the absence. A sick leave day once commenced may not be reinstated as a working day without the approval of the unit member's immediate supervisor if a substitute has been called to fill the position.
- 15.1.9 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which a unit member has engaged in a concerted work stoppage unless the unit member provides such certification as required by the Superintendent.
- 15.1.10 All unused sick leave shall be accumulated.
- 15.1.11 A unit member may transfer unused sick leave accumulated while previously employed in a position in another California public school district in which sick leave was earned.

15.2 Leaves of Absence for Industrial Accident and Illness

- 15.2.1 Industrial accident or illness leave of absence of up to sixty (60) days shall be granted to eligible unit members in accordance with the provisions of this section.
- 15.2.2 Allowable leave shall not be accumulated from year to year.
- 15.2.3 Industrial accident or illness leave will commence on the first day of absence.
- 15.2.4 Payment of wages lost on any day shall not, when added to an award granted the unit member under workers' compensation laws for the state, exceed the normal wages for the day.

- 15.2.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to workers' compensation proceedings.
- 15.2.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.
- 15.2.7 When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to other sick and/or vacation leave may be used. A member of the unit shall be entitled to use only so much of the available sick and/or vacation leave which, when added to the workers' compensation award, provides for a full day's wage or salary.
- 15.2.8 During all paid leaves of absence, members of the unit shall endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.
- 15.2.9 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except when a reemployment list is established due to lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

15.3 Bereavement Leave

- 15.3.1 Every unit member is entitled to a leave of absence, not to exceed three (3) days or five (5) days if out-of-state travel is required, on account of the death of any member of the immediate family. An additional two (2) days shall be granted if

death is to a member of the immediate household. Total Bereavement Leave shall not exceed (5) days. No deduction shall be made from the salary of such unit member nor shall leave be deducted from leave granted by other sections of this Agreement.

15.3.2 Members of the immediate family, as used in this section, mean the mother, step-mother, father, step-father, grandmother, step-grandmother, grandfather, step-grandfather, grandchild, or step-grandchild of the unit member or of the unit member's spouse; the unit member's spouse, son, son-in-law, daughter, daughter-in-law, brother or sister; and any relative living in the unit member's immediate household. The word "spouse" in this section shall also include any individual who qualifies as a registered domestic partner under California law.

15.3.3 At the unit member's request, bereavement leave may be extended under personal necessity leave provisions as provided in this Agreement. Personal Necessity Leave may be used for the serious illness of a Unit Member or the death or serious illness a Unit Member's immediate family in addition to Bereavement Leave provisions in this article.

15.3.4 Bereavement leave must be taken at the time of the member of the immediate family's death or to attend a memorial or funeral service for the deceased member of the immediate family.

15.4 Personal Necessity Leave

15.4.1 The District shall provide for a unit member's absence for personal necessity while charging such absence to accumulated sick leave benefits.

15.4.2 "Personal Necessity" shall be strictly limited to its common and ordinary meaning, to wit: circumstances which are truly unavoidable, beyond the control of the Unit Member, and in the nature of compulsion. Leave for personal convenience, social events, occupational investigation, civic or non-emergency reasons, or circumstances created by the choice of the Unit Member do not constitute Personal Necessity Leave.

15.4.3 The District reserves the right to specify the manner of proof of personal necessity, the type of situations in which such leave will be permitted, and the total number of sick leave days which may be used in any school year for personal necessity leave.

- 15.4.4 The total number of days used for personal necessity leave in any school year may not exceed seven (7) days.
- 15.4.5 Personal Necessity Leave may be used for circumstances which cannot be expected to be disregarded, necessitate immediate attention, or cannot be addressed during off-duty hours. Acceptable reasons for the use of personal necessity leave include:
- 15.4.5.1 A unit member's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or order.
 - 15.4.5.2 Personal business of such a serious nature which the unit member cannot disregard.
 - 15.4.5.3 Attendance at a wedding or school graduation of an immediate or extended family member, or close friend.
 - 15.4.5.4 Religious purposes
 - 15.4.5.5 The birth or adoption of a child of the Unit Member of the Unit Member's immediate family
 - 15.4.5.6 Fire, flood, or other immediate danger to the home of the unit member.
 - 15.4.6.7 Accident involving the person or property of the Unit Member or the person or property of a member of the Unit Member's immediate family
 - 15.4.6.8 Death or serious illness of a member of the Unit Member's immediate family (as defined under section 15.3.2 herein) in addition to Bereavement Leave per section 15.3.
 - 15.4.6.9 Death or serious illness of a person who is not defined under section 15.3.2.

15.4.6 When circumstances allow, request for personal necessity leave shall be made at least three (3) days in advance to the Immediate Supervisor.

15.4.7 The Unit Member shall submit a Classified Leave/Absence Request Form to their Immediate Supervisor prior to commencing Personal Necessity Leave. In case of emergency, the Unit Member shall submit a Classified Leave/Absence Request Form to their immediate supervisor within three (3) days upon return to work.

15.5 Temporary Disability Leave (Sick Leave)

15.5.1 A pregnant unit member shall be granted temporary disability leave of absence (sick leave) for disabilities associated with pregnancy, miscarriage, childbirth or recovery therefrom on the same basis as leave granted for any illness or injury. The unit member and their physician or practitioner shall determine as far in advance of the anticipated date of childbirth as is feasible the date on which the unit member's pregnancy will disable the unit member from the performance of job duties and report that date to their Immediate Supervisor in order that substitute services may be arranged. Similarly, the unit member and their physician or practitioner shall determine and report the date on which the unit member is likely to be physically capable of returning to their duties following the termination of pregnancy.

15.6 Religious Leave

15.6.1 The Immediate Supervisor shall grant a unit member up to three (3) days of leave each year for religious purposes, provided that the leave is requested in advance.

15.6.2 The cost of hiring a substitute, when required, shall be deducted from the wages, not to exceed the daily rate of pay, of the Unit Member who takes religious leave.

15.6.3 No unit member shall be discriminated against for using this leave or any additional days of paid or unpaid leave granted for religious observances.

15.7 Judicial Leave

15.7.1 Unit members who are required to serve as jurors (regardless of work shift) or to appear in court pursuant to a lawful subpoena shall be entitled to leave without loss of pay, except as provided for hereinafter.

15.7.2 Judicial leave, when granted pursuant to Section 15.7.1, may be granted with pay up to the amount of the difference between the unit member's regular earnings and the amount received for jury or witness fees. All fees received by the unit member must be endorsed to the District.

15.7.3 Unit members who appear in court under a subpoena must submit a copy of the subpoena and/or a court verification of appearance in court in order to receive pay under this section.

15.7.4 If the unit member received fees, which are in excess of regular earnings, the unit member shall be excused without pay.

15.8 Military Leave

Unit members shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

15.9 Paternity Leave

Unit members may use personal necessity leave benefits for reasons of childbirth, miscarriage, or pregnancy complications of the unit member's spouse/domestic partner.

15.10 Adoption Leave

Any unit member may use personal necessity leave benefits for the purpose of adoption of a child by the unit member.

15.11 Family Care Leave

15.11.1 A unit member who has been employed one (1) year as a regular unit member of the District and who has worked at least 1250 hours in the previous 12-month

period of employment with the District shall be eligible for family care leave for up to twelve (12) workweeks within a 12-month period.

15.11.2 Family Care Leave means leave for reason of the birth or adoption of the unit member's child, or placement of foster child with the unit member; leave to care for seriously ill child, spouse, or parent; leave for the unit member's own serious health condition.

15.11.3 When applicable, the District may require that a unit member's request for Family Care Leave be supported by a certification issued by a health care provider of the individual requiring care.

15.11.4 Unit members granted family care leave must utilize all available paid leave and vacation benefits during the period of leave. Following the exhaustion of all paid leave and vacation benefits the unit member shall be placed on unpaid status for the remainder of the family care leave. For purposes of this section "available paid leave" means leave for which the unit member meets the District's usual requirements for the use of such leave.

15.11.5 Group health plan coverage and premium payments shall be maintained on the same basis as if the unit member were in paid status.

15.11.6 The District may recover from the unit member its cost of premium payments for group health plan benefits paid during periods of unpaid family care leave if the unit member fails to return to work after the expiration of family care leave.

15.12. Catastrophic Leave Program

15.12.1 Catastrophic Leave Bank

The District shall establish a Catastrophic Leave Bank to which eligible unit members may donate earned and unused sick and/or vacation leave. Unit members who wish to donate may do so by completing the "Catastrophic Leave Donation Form" and returning it by the posted deadline. Donations are confidential, irrevocable, and cannot be rescinded for any reason whatsoever. A donation to the Catastrophic Leave Bank shall be a general donation and shall not be donated to a specific unit member for exclusive use. The maximum number of

hours which may be accumulated in the Catastrophic Leave Bank is 1,280 hours (160 days).

15.12.2 Definition

“Catastrophic illness or injury” is defined as a life-threatening illness or severely incapacitating injury that is expected to incapacitate a unit member or eligible member of their family (spouse, dependent child under the age of 18, or dependent full-time student up to the age of 25) for an extended period of time, which requires the unit member to take time off from work for an extended period of time, and which creates a financial hardship for the unit member who has exhausted all sick leave and other paid leave.

15.12.3 Solicitation of Donations

Contributions to the Catastrophic Leave Bank shall be solicited during the month of November each school year if there are fewer than 1,280 hours remaining in the Bank. All donation forms must be received by the Payroll Office no later than the last working day in December of each school year. In addition, donations may be solicited when needed to replenish the Catastrophic Leave Bank.

15.12.4 Donor Qualifications

A unit member must meet all of the following qualifications in order to make an irrevocable donation to the Catastrophic Leave Bank:

15.12.4.1 The unit member must be a permanent employee of the District; for the purposes of this section, “permanent” is defined as one (1) or more consecutive years of service in the District.

15.12.4.2 The unit member must have accumulated sick leave balance of at least thirty (30) days at the conclusion of the preceding school year (or 30 partial days prorated according to a unit member’s fixed schedule for part-time unit members).

15.12.4.3 Both full and part-time unit members may donate, provided they have achieved permanent status as defined in this section.

15.12.5 Minimum/Maximum Donation

- 15.12.5.1 An eligible unit member who wishes to make a donation must donate a minimum of eight hours of sick or vacation leave and no more than forty (40) hours per year.
- 15.12.5.2 All references in this section to hours of donations or use are based upon full-time employment. Hours of donations or use for part-time unit members shall be credited or used on a pro-rate basis.
- 15.12.5.3 All donations to the Catastrophic Leave Bank will remain confidential.

15.12.6 Qualifications of Recipient

- 15.12.6.1 Any permanent (full or part-time) unit member suffering from a catastrophic illness or injury or whose spouse, dependent child under the age of 18, or dependent full-time student up to the age of 25 is suffering from a catastrophic illness or injury is eligible to apply for Catastrophic Leave.
- 15.12.6.2 The unit member must have exhausted all accrued paid leave credit, including all full days and partial days of sick leave, vacation, and other forms of paid leave.
- 15.12.6.3 The unit member must use all paid leave credit that continues to accrue on a monthly basis before receiving catastrophic leave hours that have been donated to the Catastrophic Leave Bank.
- 15.12.6.4 The maximum number of days to be used by a unit member for a single catastrophic illness or injury shall not exceed eighty (80) days.
- 15.12.6.5 The maximum number of days used by a unit member for any number of granted cases of Catastrophic Leave in a single fiscal year (July 1 – June 30) shall not exceed eighty (80) days.
- 15.12.6.6 Any unit member requesting Catastrophic Leave must provide the District with written verification of the catastrophic illness or injury. Such verification must be prepared in writing by a licensed physician

of the State of California. The District may require the incapacitated unit member or eligible family member to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability.

15.12.6.7 Group health plan coverage and premium payment shall be maintained for eligible unit members while on Catastrophic Leave.

15.12.7 Procedure for Approval of Catastrophic Leave

15.12.7.1 All requests for Catastrophic Leave shall be presented in writing to the District's Human Resources Department, which shall then forward the request to the Catastrophic Leave Governing Committee. All requests will remain confidential. The District shall provide all unit members with a copy of this provision. It is the unit member's responsibility to satisfy all conditions of eligibility.

15.12.7.2 A unit member's request for Catastrophic Leave shall be reviewed and approved or disapproved by the Catastrophic Leave Governing Committee which shall be composed of five (5) members: a member of the Board, the Superintendent, an administrator, a certificated employee, and a classified employee. The Governing Committee will be chaired by the Director of Human Resources who shall serve as a non-voting member.

15.12.7.3 Governing Committee decisions will be made by consensus, when possible. When a consensus cannot be reached, governing decisions will be made on the basis of a majority vote; four (4) votes will constitute a majority.

15.12.7.4 The Governing Committee's decision to deny a unit member's request for Catastrophic Leave is final and not subject to the grievance procedure.

- 15.12.7.5 The District shall be held harmless from any and all claims, attorney's fees, judgments, costs, or settlements arising from the administration of this section.

15.13 Maternity and Paternity Leave for Child Bonding/Child Care

- 15.13.1 Pursuant to Education Code section 45196.1, when a unit member takes leave for maternity or paternity under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the unit member may use up to twelve (12) work weeks of 50% differential pay of their regular salary earned and available under the Sick Leave provision of this Agreement, concurrently with the unpaid FMLA and/or CFRA leave entitlement. The twelve (12) work weeks differential pay shall be reduced by any period of sick leave, including accumulated sick leave taken during a period of maternity or paternity leave pursuant to CFRA (Governing Code section 12945.2)
- 15.13.2 A unit member shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminated before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.
- 15.13.3 For purposes of this section, "maternity or paternity leave" means child bonding or child care leave within the first twelve (12) months following the birth of the unit member's child or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member, as provide in CFRA.
- 15.13.4 Leave taken under this section shall be in addition to leave taken by a unit member due to disability caused by pregnancy, child birth or related medical conditions.
- 15.13.5 A unit member must have been employed at least twelve (12) months to qualify for the benefits under this section.

15.14 General Provision

It is understood and agreed that all existing statutory leave benefits are reflected in this Agreement. In the event such statutory leave benefits are modified by the State Legislature, the parties shall meet and negotiate regarding such modifications as required by law.

15.15 Personal Leave

15.15.1 A Unit Member may request a leave, without pay, for personal reasons. Such leave may or may not be granted as determined by the District and may be for any length up to one (1) year, also determined by the District. The beginning dates of such leaves shall normally be established to coincide with normal breaks in the school year. The normal ending date of such leave shall coincide with the end of the first semester or on June 30th of the school year in which requested. The Unit Member shall notify the District ninety (90) calendar days prior to the ending date of such leave of the Unit Members intent to return to service.

15.15.2 A Unit Member on a leave of absence who does not notify the District of their intent to return to service ninety (90) calendar days prior to the expiration of the leave may, at the Districts discretion, be deemed to have abandoned their service with the District.

15.15.3 Request for Personal Leave shall be submitted in writing to the Human Resources Department.

15.16 Family Illness

15.16.1 Every Unit Member shall be entitled to use 50% of their annual allocation of sick leave per school year to attend to the illness of a child, parent, or spouse.

15.16.2 Family Illness Leave must be used in the same year as allocated and shall not be accumulated.

ARTICLE 16
EVALUATION PROCEDURES

- 16.1 The District shall establish and maintain a continuing program of unit member performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the unit members. No evaluation of a unit member shall be placed in the unit member's personnel file without an opportunity for discussion between the unit member and the evaluator.
- 16.2 The District Superintendent shall designate the person with primary responsibility to act as a unit member's evaluator. The person with primary responsibility to act as a unit member's evaluator shall be a management or supervisory employee.
- 16.3 Each unit member shall be given a copy of the evaluation form and a position description for the unit member's position.
- 16.4 Performance evaluations for all probationary unit members shall be submitted to the Human Resources Department twice during the period of probationary employment at times designated by the Director of Human Resources.
- 16.5 Performance evaluation for permanent unit members shall be submitted to the Human Resources Department once each school year at a time designated by the Director of Human Resources.
- 16.6 Special or supplementary evaluations may be made of either permanent or probationary unit members at any time when such evaluations are deemed appropriate by the unit member's evaluator. Special or supplementary evaluations shall be used for the purpose of improving the performance of a unit member who is not meeting District standards.
- 16.7 Unsatisfactory job performance or any infraction of District regulations or Board policy shall be brought to the attention of the unit member. Any evaluation which contains an overall "requires improvement" rating of a unit member's job performance may include the requirement that the unit member shall, as determined necessary by the evaluator, participate in a plan to improve appropriate areas of the unit member's performance.
- 16.8 A unit member who receives a promotion to a new classification will be evaluated within the first six working months of the new assignment as a probationary unit member in that assignment. This evaluation shall not affect the unit member's permanent status in a prior classification.

- 16.9 An evaluation report and conference may be scheduled at any time during the unit member's scheduled work hours.
- 16.10 A copy of the completed evaluation will be signed by both the evaluator and the unit member and will be placed in the unit member's personnel file. The unit member will be given a copy of the evaluation.
- 16.11 All evaluations will be conducted on the District's current evaluation form. The District will not change or modify the evaluation form without consulting with the Association. A copy of the evaluation form shall be attached to this Agreement.

16.12 Review Process

- 16.12.1 A unit member who receives an overall "requires improvement" evaluation may request that the evaluation be reviewed. This request must be made within ten (10) days of the date that the unit member receives the evaluation. This must be made in writing and must state the reasons for the review for each topic and rating.
- 16.12.2 The Reviewer will be the immediate supervisor of the evaluator or a person designated by the District Superintendent. The reviewer shall not be a member of the bargaining unit. The reviewer will investigate and discuss the evaluation with both the evaluator and the unit member.
- 16.12.3 The reviewer shall attach a statement stating "agreement" or "disagreement" with the evaluation.
- 16.12.4 If the reviewer disagrees with the evaluator's evaluation, the ratings may be changed. However, the reviewer must attach a statement to the evaluation, indicating areas of disagreement. The reviewer decision to alter or not to alter the evaluation will be final.

16.13 Personnel Files

- 16.13.1 The personnel file maintained at the District's administration offices shall be the only file that contains permanent records.
- 16.13.2 Unit members shall be provided with a copy of any derogatory written materials at least ten (10) days before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material

and prepare a written response to such material. The written response shall be attached to the derogatory material.

- 16.13.3 A unit member shall have the right to examine and/or obtain copies of any material from the unit member's personnel file with the exception of material that includes ratings, reports, or records, which were obtained prior to the employment of the person involved, which were prepared by identifiable examination members, or were obtained in connection with a promotional examination. A unit member who wishes to inspect their personnel file may do so at a time when the unit member is not required to render services to the District. The unit member and the Director of Human Resources shall set a mutually agreeable time for the inspection.
- 16.13.4 All personnel files shall be kept in confidence and shall be available for inspection only by the Board, appropriate management or supervisory employees, and authorized agents of the District when necessary in the proper administration of the District's affairs.
- 16.13.5 Written material which is drafted for the purpose of placement in a unit member's personnel file, shall be signed by the person who prepared the material and shall indicate the date on which the material was prepared.
- 16.13.6 Upon written authorization of the unit member, an Association representative shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.

ARTICLE 17 DISCIPLINE

17.1 Discipline of unit members pursuant to this Article shall be subject to the procedures prescribed herein. Cause for discipline shall be as defined in the California Education Code, written Board policies, District rules and regulations and/or the terms and provisions of this Agreement.

17.2 Progressive Discipline

17.2.1 Discipline action shall be initiated at the lowest appropriate administrative level.

Progressive discipline shall be utilized except for conduct which is of such a nature and/or the severity of the circumstances warrant a higher level of discipline and/or where lower levels of progressive discipline would not sufficiently redress the conduct.

17.2.2 The parties endorse the principle of progressive discipline. For purposes of this Article, the following steps in correcting and/or modifying behavior shall be taken, where appropriate.

17.2.2.1 Informal or Verbal Warning

17.2.2.1.1 The identification and communication of the problem is made verbally. A unit member may request to have an Association representative present when a verbal warning will be used. The context and content of the meeting shall be summarized in writing to the unit member, with direction to correct and avoid the deficiency or misconduct. The verbal warning documentation shall include the name of the unit member who received the verbal warning, the name of the administrator who issued the verbal warning, the date the verbal warning was issued, and a brief description of the content of the verbal warning.

17.2.2.2 Written Warning and Directive

17.2.2.2.1 Written warnings and directives may include reference to earlier attempts at corrective action, and include copies of documentation reflecting such efforts, if any. A unit member may request to have an Association representative present at any conference in which a written warning and directive is

presented to the unit member. The written warning and directive shall include the name of the administrator who issued the warning and directive, the date the warning and directive was issued, and a brief description of the content of the warning and directive and the remedy sought by the administrator.

17.2.2.3 Written Reprimand

17.2.2.3.1 A written reprimand may be used for a severe or repeated infraction or violation. Written reprimands may include reference to and copies of documentation reflecting earlier attempts of corrective action. The written reprimand shall include the name of the unit member who received the written reprimand, the name of the administrator who issued the written reprimand, the date the written reprimand was issued, and a brief description of the content of the written reprimand and the remedy sought by the administrator.

17.2.3 Written warnings or reprimands shall be signed and dated by the unit member receiving them. The written warning or reprimand shall inform the unit member that a copy of the documentation will be placed in the unit member's personnel file and of the right of the unit member to have a written response or rebuttal attached and included in the unit member's personnel file after 10 days. The unit member's signature only acknowledges receipt and not necessarily agreement with the content of the documentation.

17.3. Dismissal, Suspension without Pay and Demotion

17.3.1 Procedures and causes for dismissal, suspension without pay, and demotion are addressed in District Administrative Regulation 4218.

17.4 Individual Unit Member Right to Association Representation

17.4.1 A unit member shall be entitled to Association representation at any disciplinary proceeding.

17.4.2 When the District is conducting an interview and interviews a unit member, if during the interview the District interviewer concludes that the unit member could be subject to discipline, the District shall inform the unit member of their right of representation and will allow the unit member a reasonable amount of time to talk

with an Association representative, without loss of pay for either unit member or representative, before the District continues the interview, the unit member shall notify the District in writing prior to the continuation of the interview.

ARTICLE 18
SAFETY CONDITIONS OF EMPLOYMENT

- 18.1 Unit members shall not be required to work under unsafe or hazardous conditions.
- 18.2 Occupational hazards shall be reported by a unit member to the unit member's supervisor for necessary action. No unit member shall be unlawfully discriminated against as a result of reporting any hazardous condition believed to be detrimental to the health and safety of unit members.
- 18.3 The Superintendent shall be responsible for the promulgation of safety rules for all unit members and may appoint a District safety officer to oversee the conditions of the District facilities. The District safety officer may establish a District level safety committee and school level safety committee at each school site. If established, such committees shall include at least one unit member.
- 18.4 The District agrees to furnish safety equipment, clothing, and devices required for unit member occupational safety.
- 18.5 The District shall provide safety training and in-service/safety handbooks or written rules required by CAL/OSHA for existing and new unit members.
- 18.6 To the extent permitted by law, unit members shall be entitled to exercise reasonable force to restrain and/or subdue students to prevent them from injury to themselves or others.
- 18.7 The District may provide for a payment of the cost of replacing or repairing certain personal property other than a privately-owned vehicle and contents in a privately-owned vehicle of a unit member when such property is stolen, destroyed, or damaged, through no fault of the unit member, while the unit member is performing assigned duties. The following limitations are established for the payment of such damaged or stolen property.
- 18.7.1 Property includes unit members' tools expressly authorized in advance by the unit member's immediate supervisor for use at the worksite.
- 18.7.2 The property shall not include cell phones, smart phone, or other electronic devices unless the unit member is required to use such electronic devices in the performance of assigned duties.
- 18.7.3 The actual value of such property shall be determined as of the time of the damage or theft.

18.7.4 The actual value of the property shall be paid to a maximum of \$500.00.

18.7.5 The total amount reimbursed to any unit member shall not exceed \$1,000.00 in any fiscal year.

18.7.6 The amount paid shall be limited to any amount not covered by the unit member's personal insurance coverage.

18.8 With the exception of Sections 18.2, 18.3, 18.4, 18.5, and 18.7, this Article shall not be subject to the Grievance Procedure. Instead, all complaints regarding safety conditions shall be processed through procedures established by CAL/OSHA. In the case of sections of this Article subject to the Grievance Procedure, all grievances shall be initially filed at Level II.

ARTICLE 19
WAGES

19.1 Salary Schedules

19.1.1 Effective July 1, 2019, the current Association salary schedules shall be increased by 3.0%.

19.1.2 Educational Stipend

19.1.2.1 A unit member who possesses an earned Master's Degree shall receive an annual stipend of \$1,750.

19.1.2.2 Unit Members possessing a Master's Degree shall submit their original transcripts to the Human Resources Department.

19.1.2.3 Original Transcripts submitted after August 31st will be prorated based on the date of submission.

19.1.2.4 Stipend will take affect the succeeding month of the submissions of original transcripts.

19.1.3 Unit Members working an out-of-District location such as, but not limited to student day or overnight camp, shall be compensated at their regular rate of pay.

19.1.3.1 Any time worked above eight (8) hours per day will be considered over time and will be compensated appropriately, pursuant to section 19.2 when approved by the site administrator.

19.1.3.2 Upon mutual agreement of the Unit Member and the District, overnight arrangements for the Unit Member at the camp may be made in advance, if possible.

19.1.3.3 Mileage allowance shall be paid for travel between the Unit Member's regular workstation and the out-of-District site.

19.2 Overtime

- 19.2.1 Overtime is defined as any work authorized beyond the regular eight (8)-hour day or forty (40)-hour week.
- 19.2.2 Overtime shall be authorized by the supervisor prior to the commencement of overtime work.
- 19.2.3 Paid compensation for overtime shall be one and one-half (1½) times the regular hourly rate for the position for each one hour of overtime worked. Overtime compensation time requested in lieu of paid overtime shall be granted at the discretion of the supervising administrator. Compensation time, when granted, shall be at one and one half (1½) hours for each one hour of overtime work. Compensation time shall be taken within twelve (12) calendar months following the month in which the overtime was worked.
- 19.2.4 Any unit member having an average work day of four (4) hours or more during the work week shall be compensated for any work to be performed on the sixth (6th) or seventh (7th) consecutive day following the commencement of the work week at the rate equal to one and one-half (1½) time the regular rate of pay for each one hour worked by the unit member designated and authorized to perform the work.
- 19.2.5 A unit member having an average work day of less than four (4) hours during the work week shall, for any work required to be performed on the seventh (7th) consecutive day following the commencement of the unit member's work week, be compensated at a rate equal to one and one-half (1½) times the regular rate of pay for each one hour worked by the unit member designated and authorized to perform the work.
- 19.2.6 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1½) times the regular rate of pay for each one hour worked, plus the regular pay for the holiday. In order to be eligible for the premium pay under this Section a unit member must be eligible to receive pay on the holiday.

- 19.2.7 Compensatory time off may be substituted for overtime pay upon the request of the unit member and the approval of the unit member's supervisor. Such time off will be computed at the rate of one and one-half (1½) times the number of hours worked as overtime. Such compensatory time off shall be taken within ten (10) months of the date on which it was earned or before the fiscal school year ends, whichever comes first. If the compensatory time off is not taken within this time limitation, the unit member shall be paid for such time at the appropriate overtime rate.
- 19.2.8 Overtime shall be distributed on a rotational basis equally among unit members in the same classification and at the same work site or department starting with the unit member with the greatest seniority. The rotational distribution of overtime shall not apply to instances in which a particular unit member at the work site or department possesses special skills and experience not possessed by other unit members within the same classification. In the event no unit member at the same site or department and within the same classification is available, unit members within the same classification from another school site may be used.

19.3 Inconsistent Duty Compensation

- 19.3.1 Unit members who are required and directed by their immediate supervisors to perform higher level duties inconsistent with their normal assigned duties for a period of more than five (5) working days within a fifteen (15) calendar day period shall have their salary adjusted upward for the entire period they are required to work out of classification and in such amounts as will reasonable reflect the duties of that job classification required to be performed outside of their normal assigned duties. A unit member, who is assigned to work out of classification, to perform the duties of a higher classification, shall be compensated at the first step of the salary range for the higher classification that is equal to or above a one-step increase in salary in their current assignment, unless the higher classification does not contain a step that provides such one step increase. A unit member, who is assigned to work out of classification, to perform the duties of a lower classification, shall be compensated at their current salary range.

19.4 Callback and Call-In Time

19.4.1 Any unit member called back to work after completion of their regular eight (8)-hour work day or called in to work on a day not regularly scheduled shall receive a minimum of two (2) hours pay at the overtime rate of pay.

19.5 Assignment to a Higher Classification

19.5.1 A unit member who is permanently assigned to a higher classification shall be placed at the salary rate indicated on the salary schedule for the new classification that is the next highest dollar amount to the unit member's current salary.

19.6 Mileage

19.6.1 Any unit member required to use their personal automobile in the performance of assigned duties shall be entitled to mileage reimbursement at the approved IRS rate per mile.

19.6.2 Mileage allowance shall be paid for travel between the unit member's work stations. Mileage allowance shall not be paid for travel to and from the unit member's residence. In the instance of Callback and Call-in time, mileage will be paid to and from the Unit Member's residences.

19.6.3 The Assistant Superintendent of Business Services shall be responsible for the administration of the mileage reimbursement program.

19.7 Placement and Advancement on Salary Schedule

19.7.1 All new unit members shall be placed on the appropriate salary range for the classification for which they are hired. Annual step increases shall be given the next succeeding July 1 if the unit member has served 75% of the work year prior to July 1. Unit members who have served less than 75% of the work year prior to July 1 receive a step increase on the succeeding July 1.

19.7.2 New unit members who have public or nonpublic work experience in the same or comparable classification and/or job-related field will be given up to

two (2) years of prior experience credit upon initial placement (maximum initial placement Step 3).

19.7.3 For purposes of this section, a year of prior service shall be based upon verified work for at least 75% of an annual period of employment.

19.8 Differential Pay

19.8.1 Night Differential Pay

19.8.1.1 A 5% night differential will be paid to those unit members whose regular assignment requires working four or more hours between 6pm and 6am.

19.8.2 Preschool Inclusion Differential Pay

19.8.1.2 A 5% preschool inclusion differential will be paid to Preschool Teachers whose assigned classrooms are designated inclusion classrooms from the Solana Beach Special Education Department.

19.9 Payroll Warrants

19.9.1 Any payroll error resulting in insufficient payment for the unit member shall be corrected and a supplemental warrant issued, as soon as possible, after the unit member provides notice to the Payroll Department and subject to processing timelines of the San Diego County Office of Education.

19.9.2 Any pay warrant for a unit member which is lost after receipt or which is not delivered within seven (7) days of mailing (if mailed) shall be replaced as soon as possible, subject to the processing timelines of the San Diego County Office of Education and following the unit member's request of the Payroll Department for replacement of lost pay warrant.

19.10 Salary Overpayment

19.10.1 Any unit member who has been overpaid shall report such error to the Human Resources Department or Accounting Office as soon as possible.

Also, if the District becomes aware that a unit member has been overpaid, the District shall notify the unit member of the overpayment.

19.10.2 As soon as possible after receiving knowledge of a salary overpayment, the District shall notify the Association regarding such overpayment if the unit member desires representation by the Association.

19.10.3 The unit member and an Association representative, if desired, shall meet with the Assistant Superintendent of Business or designee to discuss the overpayment. The unit member may elect to repay the amount of overpayment in one lump sum or lump sum payroll deduction or develop a repayment schedule. If a repayment schedule is developed, the repayment period shall be no longer than the period during which the unit member was overpaid. The parties shall prepare a written agreement regarding the terms of the repayment schedule. The parties shall develop a repayment schedule which shall not result in more than 25% of the unit member's pay being withheld from a single pay warrant.

19.10.4 Any unit member who terminates employment with the District before repayment is completed shall have the total of the unpaid amount deducted from the unit member's final pay warrant.

19.11 Additional Compensation for Increased Work Year

19.11.1 Unit members with a regularly assigned work year of less than twelve (12) months who are required to render additional days of service within the unit member's same classification shall be compensated at the unit members normal hourly rate of pay for such additional days of service.

19.12 Tax Sheltered Annuities

19.12.1 Subject to the requirements of the law, unit members may participate in the tax-sheltered annuity of their choice with a District-provided payroll deduction for such purpose.

19.13 Salary Schedule Payments-Installments

19.13.1 Unit members shall receive salary payments in installment of ten (10), eleven (11), or twelve (12) payments depending upon the length of the unit member's work year. For example, a ten (10)-month employee shall receive ten (10) equal salary payments.

ARTICLE 20
HEALTH AND WELFARE BENEFITS

- 20.1 The District shall provide or offer eligible unit members health and welfare benefits in accordance with state and federal law and subject to the provisions of this Article.
- 20.2 The District's health and welfare benefits consist of medical, dental, and vision insurance coverage. For purposes of this Article, "health and welfare benefits" refers to the aforementioned benefits. All health and welfare benefits shall be subject to applicable employee contributions, if any.
- 20.3 The District shall offer health and welfare benefits for unit members whose regular assignment requires them to work at least thirty-five (35) hours per week on a regular basis. For purposes of this Article, "on a regular basis" means the unit member is so assigned for a work year of ten (10) months or more. A unit member whose assignment requires at least thirty-five (35) work hours per week on a regular basis shall be offered health and welfare benefit coverage for the unit member, spouse/domestic partner, and dependent children.
- 20.4 The District shall offer medical insurance for unit members whose regular assignment requires them to work at least six (6) hours per day and thirty (30) hours per week on a regular basis. A unit member whose assignment requires at least six (6) work hours per day and thirty (30) work hours per week on a regular basis shall be offered medical insurance coverage for the unit member, spouse/domestic partner, and dependent children.

20.5 Benefits Cap on Employer Contribution

Effective January 1, 2015, the District shall make an annual contribution paid on a tenths (10) basis toward the payment of eligible unit members' health and welfare benefit premiums (excluding vision, dental, and life) as stated below.

For 2018, UHC HMO A Network 1

Single.....	Up to \$7,870.00
Two Party.....	Up to \$15,530.00
Family.....	Up to \$17,134.80

Unit members who choose a plan more expensive than the UHC HMO A Network 1 are responsible for the out-of-pocket difference through mandatory payroll deduction.

For each year that follows, the District's annual contribution for Single and Two-Party benefits shall increase to meet that year's cost for UHC HMO A Network 1, not to exceed the maximum contribution cap of \$17,134.80.

The amount stated above shall constitute exact dollar caps for employer contributions to health and welfare benefits. In the event the cost of health and welfare benefits exceeds the employer contribution stated above, unit members shall be subject to mandatory payroll deductions to cover the difference between the cost of the plans and the maximum employer contribution.

20.6 Full and part-time unit members, as well as their family members are eligible for Employee Assistance Service for Education Program (EASE) services so long as the District contracts with the program.

20.7 Retirement Benefits

20.7.1 Unit Members who received health and welfare benefits at the time of their retirement or thirteen (13) cumulative years of District-provided health and welfare benefits shall receive District-provided medical only health and welfare benefits (section 20.5) as provided to current active employees after retirement under the following conditions:

20.7.1.1 The Unit Member has attained the age of fifty-two (52) years with thirteen (13) or more years of service as a classified employee of the Solana Beach School District.

20.7.1.2 Unit Member will receive 75% of the health and welfare premiums provided for in section 20.5

20.7.1.3 Retiring Unit Members who qualify under the provisions of this section shall receive an additional District contribution of 5% for each year of service to the District in excess of thirteen (13) years.

20.7.1.4 Unit Members may insure their dependent(s) and shall be responsible for 100% of the dependent(s) premium(s) until the employee reaches the age of 65.

20.7.1.5 In addition to the medical insurance benefit described above, eligible retirees (those receiving dental benefits at the time of their retirement) shall be provided with the District's HMO (PMI) dental insurance plan.

20.7.1.5.1 The retiree may elect to receive dental coverage under any other District dental plan that is offered to active employees by paying the difference in premium costs between the HMO plan to option plan the Unit Member selects.

20.7.1.6 Coverage under the District-paid health and welfare benefits (section 20.5) will terminate the first day of the month in which the retired Unit Member reaches their 65th birthday or when they become eligible for Medicare Benefits, whichever comes first.

20.7.2 The District costs of providing retiree health insurance shall not exceed the cost of providing health insurance for active members of the Bargaining Unit.

20.7.3 The District's contribution, if less than the full cost of the insurance selected by the retiree, shall be contingent upon timely receipt of the retiree's portion of the total contribution within established time periods.

ARTICLE 21
NO STRIKE / NO LOCKOUT

- 21.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided by this agreement. The Association, in consideration of the terms and conditions of this Agreement, shall not engage in and/or sanction any strike, sick out, work stoppage or any concerted refusal to perform work duties as required by this Agreement.
- 21.2 During the term of this Agreement the District shall not lock out Bargaining Unit Members.

ARTICLE 22
EFFECT OF AGREEMENT

- 22.1 This Agreement shall supersede all past practices, agreements, procedures, traditions, and rules or regulations of the District which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.
- 22.2 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

Except for new contract negotiations, contract reopeners, or when mutually agreed to by the parties, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement. This section shall not apply to bargaining obligations created by new legislation.

- 22.3 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or, clause. Upon written notice, the parties agree to reopen negotiations regarding the article, clause, or section declared illegal.
- 22.4 There shall be two signed copies of the final Agreement for record keeping purposes. One shall be retained by the District and one by the Association.

ARTICLE 23
TERM OF AGREEMENT

- 23.1 The term of this agreement shall be for (3) three years effective July 1, 2017, through June 30, 2020. With the exception of reopener rights specified in Section 23.3, this agreement shall remain in full force and effect up to and including June 30, 2020, and thereafter shall continue in effect unless either party shall notify the other in writing of its request to modify, amend, or terminate the agreement.
- 23.2 There shall be no reopeners for 2018-2019.
- 23.3 For 2020-21, Article 19-Wages and Article 20-Health & Welfare Benefits shall be automatic reopeners.

APPENDIX A
SALARY SCHEDULES

1. Exhibit A
 - a. 2017-2018
 - b. 2018-2019
2. Exhibit B
 - a. 2017-2018
 - b. 2018-2019
3. Exhibit C
 - a.** 2018-2019

APPENDIX B FORMS

1. Classified Evaluation Form

SIGNATURES

The signatures that follow indicate that the Board of Trustees and the Association have ratified this Agreement.

Board President

Date

Association President

Date