

MASTER CONTRACT

Between

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
SAN DIEGUITO CHAPTER #241

and

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Effective July 1, 2006 through June 30, 2009

Master Contract

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ARTICLE 1: AGREEMENT

This Agreement is made and entered into this 14th day of December, 2006 by and between the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT, hereinafter referred to as the "District" and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN DIEGUITO CHAPTER # 241, hereinafter referred to as "CSEA."

ARTICLE 2: RECOGNITION

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

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

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

ARTICLE 3: REPRESENTATIVE RIGHTS

CSEA shall have the following rights under this agreement:

- A. The right to transact official CSEA business on District property provided that it does not interfere with employees while working or otherwise on duty.
- B. The right to post notices of activities and matters of CSEA concern on District bulletin boards, at least one of which shall be provided at each work site in the District.
- C. The right to use the District mail service and employee mail boxes, voice mail and e-mail for communication to employees provided that all such communications clearly reflect that the information is from CSEA and that a copy of all such information be forwarded to the Superintendent and site manager at the same time it is given to CSEA members. District mail, e-mail, and/or voice mail may not be used for the purpose of concerted activity.
- D. The right to use the facilities of the District for matters of CSEA business at reasonable times as provided under the Civic Center Act.
- E. Notices in mailboxes, on bulletin boards and e-mail shall not defame or ridicule the District or its personnel.
- F. CSEA, upon request, shall be supplied with a complete alphabetical roster which shall include: each employee's name, hire date, percentage of full-time assignment, current classification and work location.
- G. CSEA shall receive copies of the budgetary materials which are public information.
- H. A total of forty (40) days of paid leave shall be granted the CSEA President or his/her designee, each year to perform CSEA functions. Whenever possible, the President shall notify the District at least two (2) days prior to taking such leaves. In addition, up to five (5) unit members shall receive five (5) days each of paid released time to attend the CSEA Annual Conference.
- I. The District will provide a phone and facsimile line as CSEA extensions with the understanding that unit members are to call that number for CSEA business rather than particular CSEA officers. Space will be made available for secure storage space for CSEA materials.

- J. Within a reasonable period of time after the execution of this contract, the District shall print or duplicate and provide without charge copies of this contract to CSEA. The contract will be installed on the District/CSEA Master Contract website and updated. The hard copy of the contract is the official agreement between CSEA and the District.
- K. The right for one (1) CSEA Representative to participate in District conducted orientation sessions held for new bargaining unit employees.
- L. In order to keep employees informed, ensure employee involvement in decision making, and to gain employee ownership of decisions, CSEA shall be provided opportunities to participate on various District Committees. Such participation shall include, but not be limited to, committees dealing with budget, legislation, classification, safety, and employee benefit issues. When such a committee is being formed, the District shall consult with CSEA on the composition and process of the committee.

ARTICLE 4: DISTRICT RIGHTS

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

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

ARTICLE 5: ORGANIZATIONAL SECURITY/DUES OR FEES

- A. Any employee who is a member of CSEA or who has applied for membership, may sign and deliver to the Board of Trustees an assignment authorizing deduction of membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year for purposes of the member's transferring to agency fee payer status or religious objection. Pursuant to such authorization, the Board of Trustees shall deduct such dues from the regular salary warrant of the employee each month for ten (10) months. For employees who sign such authorization after the commencement of the school year, membership dues and deduction for dues shall be appropriately prorated to complete payments by the end of the school year.
- B. With respect to all sums deducted by the Board of Trustees pursuant to authorization of the employee, the Board of Trustees agrees promptly to remit such monies to CSEA accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- C. Upon appropriate written authorization from any unit member, the Board of Trustees shall deduct from the salary of the employee and make appropriate remittance for credit union, savings bonds, political action committees, or any other plan or program approved by the Board of Trustees.
- D. CSEA agrees to furnish any information needed by the Board of Trustees to fulfill the provisions of this Article.
- E. An employee who revokes his/her authorization for the payroll deduction of member dues, shall transmit such dues to CSEA in conformity with the following payment schedule:
 - a. Monthly dues by the 10th of each month, or
 - b. Payment in full by October 10th
- F. The District shall put into effect any new, changed, or discontinued dues deduction submitted in writing by CSEA thirty (30) days prior to the date deduction is desired.
- G. Agency Fee Provisions

Any employee who is not a member of the California School Employees Association, CSEA, or who does not make application for membership thirty (30) days of the effective date of this section of the agreement, or within thirty (30) days from the date of commencement of assigned duties

within the bargaining unit following the effective date of this section of the agreement, shall either become a member of CSEA or pay to CSEA a fee in an amount equal to standard initiation fees, unified membership dues and general assessments. Such fee is payable to CSEA in one lump sum cash payment or the employee may authorize payroll deduction for such fee in the same manner as provided in Section A of this Article. In the event that an employee shall not pay such fee directly to CSEA, or authorize payment through payroll deduction, CSEA shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Educational Code section 45168 and in the same manner as set forth in Section A of this Article. There shall be no charge to CSEA for such mandatory agency fee deductions. Each non-member who is required to pay an agency fee shall annually receive written notification from CSEA of the amount of the deduction and procedures which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee.

H. Remittance of Dues and Agency Fees

With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly within fifteen (15) days to remit such monies to CSEA accompanied by an alphabetical list of employees for whom deductions have been made, categorizing them as to membership or non-membership in CSEA, and indicating any changes in personnel from the list previously furnished.

I. Religious Objections

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join or financially support the California School Employees Association, CSEA, as a condition of employment. Such employee shall pay, in lieu of a service fee, a sum equal to such agency fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under section 501, (c), (3), of Title 16 of the Internal Revenue Code:

- a. American Cancer Society
- b. American Heart Association - San Diego Chapter
- c. National Multiple-Sclerosis Society
- d. Casa de Amparo

Such payment may be made on or before November 1 of each school year, or the employee shall authorize payroll deduction in the same manner as provided in Section A of this Article.

Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this section, shall be made on an annual basis to CSEA and the District, as a condition of continued exemption from the provisions of Sections A and G above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency fee has been made. No in-kind services or benefits may be received by the employee in exchange for this contribution. Such proof shall be presented on or before November 1 of each school year. Any employee making payments as set forth in this section, who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for payment to CSEA, the reasonable cost of using said grievance or arbitration procedures.

J. Provisions of Information

CSEA agrees to furnish any information needed by the District to fulfill the provision of this Article.

K. Indemnification

CSEA shall indemnify, defend and hold harmless the District against any administrative action before the Public Employment Relations Board and/or any court action challenging the legality or constitutionality of this Article of this Agreement or its implementation.

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

ARTICLE 6: HOURS OF EMPLOYMENT

- A. The maximum number of hours of regular employment of an employee is eight (8) hours per day, forty (40) hours per week for five (5) consecutive days. However, the District may employ persons for lesser periods and may, through authorized administrators, direct and authorize employees to work in excess of eight (8) hours in one day or forty (40) hours in one week.
- B. The Board of Trustees may establish a ten (10) hours per day, forty (40) hour, four-day work week for all or certain classes of its employees with the mutual consent of CSEA.
- C. Overtime is directed and authorized working time in excess of eight (8) hours in one day (except if the Board of Trustees adopts Section B above) or forty (40) hours in one calendar week. An employee who works authorized overtime shall be paid at a rate equal to one and one-half times his/her regular rate of pay for the overtime worked. Any employee working on the sixth or seventh day shall be compensated at the overtime rate for any work performed. Overtime shall be computed to the nearest quarter of an hour worked.

Overtime shall be distributed on a priority basis as follows:

1. Top priority for all overtime will be given to employees in the same job family within each department on the same site on a rotation basis. Employees working in the Grounds, Maintenance, Technology, Transportation and Warehouse departments will be offered overtime work based on their department seniority. Exceptions may be made for tasks which require special skills. On September 1 of each year, all employees in the same department and job family will be allowed to place their name on the overtime list based on original district date of hire. When overtime is available, the supervisor will offer the overtime to the first person on the list. That employee may accept the assignment, reject the assignment or waive the assignment. If the employee accepts or rejects the assignment, his/her name moves to the bottom of the list. If he/she waives the assignment, his/her name remains at the same position on the list. An employee may waive only one time between September 1 and August 31 of the following year.
2. If the supervisor offers the overtime to all employees on the list and no one accepts, the supervisor may offer the overtime to another employee in the same job family who is assigned on the same site.
3. If there are no qualified employees under #2 above, the supervisor may offer the overtime to any other district employee who has demonstrated the ability to perform the required activity with preference to employees in the same job family.

- D. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked by the employee.
- E. The employee shall have the option of receiving overtime pay or compensatory time off for any overtime worked. Compensatory time off shall be used within a ninety (90) day period of being earned at the mutual agreement of the employee and his/her supervisor. If compensatory time off is not used within the ninety (90) day period, the employee shall receive pay for the overtime worked unless an extension is mutually agreed to by the employee and his/her supervisor.
- F. Call-back time is when a unit member is requested and reports to work after having left his/her regular duty station following the completion of a regular workday/workshift/workweek. The employee shall be paid for a minimum of two hours at the appropriate rate of pay (regular, overtime or holiday pay without regard to the length of time worked.
- G. Bus driver standby time shall be paid at the employee's regular rate. While bus drivers are on standby time, they shall remain with their vehicle for safety purposes.
- H. All employees who normally work in excess of four (4) hours per day shall be granted rest periods which, insofar as practical, shall be in the middle of the work period at the rate of fifteen (15) minutes per four (4) hours worked. Rest periods may not be used to shorten or rearrange the work day.
- I. A change of the hours of employment of an employee shall adhere to the following limitations:
 - 1. An employee's hours of employment may be changed with 2 weeks prior notice up to but not more than 30 minutes total in any single fiscal year.
 - 2. An employee's hours of employment may be changed more than 30 minutes but not more than 1 hour, 59 minutes in any single fiscal year provided the District provides justification for such change to the employee and CSEA. Such affected employee shall be provided a one-time stipend of \$375 and a two week notice.
 - 3. An employee's hours of employment may be changed 2 hours or more in any single fiscal year provided the District provides justification for such change to the employee and CSEA and a 6-month advance notice is provided to the affected employee. Such affected employee shall be provided a one-time stipend of \$750 provided the change in hours of employment was District initiated.

Changes in hours of employment of employees shall be based on seniority within a job class at a work site. Such affected employees shall have first priority based on seniority to transfer to the first vacant position with the same hours of employment as their previous position.

EXCEPTIONS

During the summer months or holiday periods, or in the event of an emergency (i.e. a major change in school starting times, major school schedule changes, year-round school, major district reorganization or other unforeseen circumstances, or in the case of Instructional Assistants and/or Bus Attendants who are categorically funded such as special education or bilingual), the District shall have the right to change an employee’s hours of employment without regard to the above provisions.

- J. A survey of Instructional Assistant preferences for assignment must be provided on or about April 1 and returned prior to April 15. Instructional Assistants will be advised of their tentative assignment prior to the end of the school year. Any changes to that assignment will be noticed during the summer as soon as known. Instructional Assistants who have concerns about their assignment shall address those concerns to Pupil Personnel in a timely manner.
- K. All employees who are employed for more than five (5) hours per day shall be entitled to an uninterrupted lunch period after they have been on duty for four (4) hours. The length of such lunch period shall be a minimum of thirty (30) minutes and shall be as close to the mid-point in the work shift as possible. This shall not preclude the lunch period from being changed in the event of an emergency or to ensure proper coverage of work stations.
- L. Assignment to vacant food service positions shall be based on seniority within classification for those employees who, on their regularly scheduled evaluation were rated satisfactory or outstanding, who desire a position of equal or greater assigned time, and who have demonstrated they possess the skills to successfully perform in the vacant position.

M. **Lunch & Break Schedule**

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

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

* fiscal year = July 1 – June 30

ARTICLE 7: TRANSFER

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

ARTICLE 8: PROMOTIONS

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

ARTICLE 9: WORKING OUT OF CLASSIFICATION

An employee may be required to perform duties out of classification if the duties relate to his/her classification. If the employee works out of classification more than five (5) days within a 15-calendar-day period, his/her pay shall be adjusted upward for the entire period he/she worked out of classification. This rule shall not be construed as permitting an employee to refuse to perform duties legally assigned by competent authority.

ARTICLE 10: EFFECTS OF LAYOFF

- A. A layoff for purposes of this Article shall be considered as an involuntary separation of a permanent or probationary employee because of lack of work, lack of funds, or reduced workload. In determining the order of layoff, seniority and length of service shall be determined by the date of hire in the job class plus time in equal and higher job classes. In case of the same length of service, ties will be broken by lot.
- B. An employee who will be laid off shall be given a forty-five (45) day written notice of layoff with options outlined, if applicable, by certified mail. An employee shall have five (5) days after receipt of notice to reply to the options, if applicable. If the employee does not reply within the five (5) days, the layoff will occur on the forty-sixth (46th) day.
- C. A permanent or probationary employee who is laid off from a job class and who has previous service in an equal or lower job class shall have the right to bump an employee with less seniority in that job class except that to avoid bumping other employees, the District may transfer a laid off employee despite his/her bumping rights to a vacant position in the same job class provided the employee is qualified to perform the job duties.

Employees with bumping rights shall have twenty-four (24) hours to identify their desired option of a less senior position and shall not visit other work sites or discuss their options with other affected employees. Employees who do not notify the District of their desired option within the required 24 hours or who visit work sites or contact other affected employees to discuss their options, at the District's discretion, may be placed in the least senior position in their job class.

- D. Laid off employees are eligible for reemployment in the job class from which laid off for a period of thirty-nine (39) months and shall be reemployed in the reverse order of layoff. No regular employee shall be laid off from any position while unit members are serving in a limited term, provisional or temporary position in the same job class except that the District may call substitutes to work in a limited term assignment for a maximum of 30 days.
- E. An employee who will suffer a layoff despite his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, provided that the employee is qualified to perform the duties. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as employees laid off, and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the job class shall still apply. The Personnel

Commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

- F. Any employee who is laid off and is subsequently eligible for reemployment shall be notified of an opening. It is the employee's responsibility to ensure that the District has a current telephone number and address. If an employee cannot be contacted by phone or mail, he/she will be considered to have waived reemployment.
- G. An employee shall notify the District of his/her intent to accept or refuse employment, and to maintain his/her eligibility on the reemployment list within five (5) days of notification. If an employee accepts reemployment, he/she must return to work within ten (10) days of notification. If an employee waives an offer of reemployment twice, his/her name will be removed from the reemployment list.
- H. Employees shall be reemployed in the highest related job classification in accordance with their length of service in the job class from which laid off, plus equal or higher classes. Employees who accept a position in a lower or equal class shall retain their original thirty-nine (39) month rights to the original or higher class.
- I. Vacation time earned and unused at the time of layoff shall be computed and paid in the final salary warrant due the employee.
- J. Employees who are laid off may use up to four (4) days of personal necessity leave if available, for the purpose of seeking other employment.
- K. Employees may choose service retirement in lieu of layoff, if eligible, and shall retain all reemployment rights provided by law.

ARTICLE 11: WAGES

- A. The term of the contract shall be from July 1, 2006 through June 30, 2009 with no reopeners.
- B. There shall be an increase to the salary schedule for 2006-2007 of 5.92% effective July 1, 2006. (See Appendix B and Appendix C). Effective July 1, 2008, the salary will be increased by 2.84%. The certificated unit received a salary schedule increase of 8.76% on 7/1/06. For the duration of this agreement, should the salary schedule of any other employee group (i.e. certificated, confidential, supervisory and management) be increased by more than the 8.76% listed above, the classified unit will receive the same percentage increase on the same implementation date. Further, should any employee group (as defined above) receive any increases to the Flex Plan beyond the current benefit structure, the classified unit will receive the same increase.
- C. Employees shall be compensated for work performed at school activities based on the Extra-Curricular Schedule in Appendix D and consistent with applicable PERS and other payroll requirements.
- D. Should a District team become eligible for CIF playoff held during working hours, the Classified coach will be given release time to accompany the team.

ARTICLE 12: FRINGE BENEFITS

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

- A. **FLEXIBLE SPENDING ACCOUNT:** Throughout this contract, full-time employees shall receive a Flexible Spending Account in the amount of \$7455.80 (as of 1/1/07) per year with escalators as stated herein. Part-time employees (hired prior to December 3, 1999) shall receive a Flexible Spending Account in the amount of \$3393.20 per year with escalators as stated herein.

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

The greater of the actual dollar premium increase for the employee only coverage of the District approved HMO's will be added to all full-time employees' Flexible Spending Accounts. Part-time employees' will receive one-half this amount applied to their Flexible Spending Accounts.

Example:

HMO #1 increases \$100
 HMO #2 increases \$300

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

2. **"Grandfather" Clause:** The District will provide the Flexible Spending Account as described in Article 12A to employees hired prior to December 3, 1999. Employees hired on or after December 3, 1999 shall receive the following: Full-time employees shall receive a Flexible Spending Account of \$7455.80 with escalators as stated above. Part-time employees are ineligible to receive a Flexible Spending Account; however, they may purchase medical and/or dental insurance at District rates.
3. The District will continue to maintain the 4+hour status of existing positions, excluding categorical and separately funded positions. The District and CSEA will meet and confer regarding any exceptions.
4. Where additional jobs can be made available to employees in combination positions such as "bus driver/custodial" – "instructional assistant/bus driver" without the complication of additional costs associated with health benefits, and provided the requirements of the positions allow for the position to be filled by a single qualified current employee without disrupting district work, the District agrees to consider such combinations in accordance with past

practice. (No requirement to continue the position when the employee vacates the combined position).

5. Funds not utilized for the purchase of health and dental coverage may be taken as taxable cash.
6. The District shall provide an IRC 125 plan which includes premium coverage, un-reimbursed medical, and child care options as a current practice subject to all IRS codes and requirements.

B. HEALTH AND DENTAL PROGRAMS:

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

C. INCOME PROTECTION

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

D. BENEFITS FOR RETIREES

1. A person who retires from the District and who has been an employee of the District for ten (10) years, and is age 50 or older, and remains in the insurance carrier's service area, and is not covered by another medical plan, shall receive the same major medical coverage provided by the District. Retirees who move to an area outside the service area of the District's carriers shall receive in cash what the District would have paid on such retiree's behalf if the retiree had remained in the service area. The District will pay for employee coverage at the cost of the current group rate at the year of retirement.

The retiree shall receive medical benefits for a period of ten (10) years or until age 65, whichever comes first, until July 1, 2013. The District and CSEA agree to meet in the case that the age of social security changes, in order to address this section. It is the intent of the District and CSEA to meet and negotiate anytime in advance of July 1, 2013, regarding the continuation of the 10-year retiree medical benefit. Factors to consider for the continuation of the 10-year retiree medical benefit will include the overall costs and usage associated with this benefit and the level of benefits afforded other employee groups.

2. Short-term unpaid leaves of absence, one to ten (1 to 10) consecutive days, will not affect the ten (10) years of service.

ARTICLE 13: PROFESSIONAL GROWTH INCENTIVE PROGRAM

In order to encourage professional growth of employees, the District will provide up to \$4,000 (plus \$1600 – see D below) each year for the Professional Growth Incentive Program. This program is available to any permanent employee in the classified unit who elects to complete courses/workshops during non-working hours related to his/her job or who desires to improve his/her skills for possible promotion to other classified positions in the District.

- A. Professional Growth Committee: A committee composed of two members of CSEA and two District representatives shall review and approve applications. The following criteria shall be considered by the Committee:
1. Relationship of course/workshop to possible promotion in the District
 2. Relationship of skills to be obtained to specific skills required in District position(s)
 3. Previous employee participation in this program
 4. Value of course/skills to District

In addition, preference shall be given based on seniority within the District.

- B. Application: Employees interested in applying must complete the proper forms and submit to the Director of Classified Personnel for Committee consideration. Applications for courses/workshops must be approved by the Committee prior to the last session of the course/workshop.
- C. Compensation: Within thirty (30) days after completion of the course/workshop, the employee must submit a claim form which shall include a receipt for tuition/registration/incidental expenses and an official grade card or other document indicating successful completion of the course/workshop with a passing grade if applicable. This reimbursement shall be paid by commercial warrant. The District will reimburse up to \$300 per approved course/workshop.

In addition, the District will pay a one-time stipend of approximately five dollars (\$5) per hour, up to a maximum of \$150 per individual course/workshop. When recommending approval, the Committee shall indicate the amount of the stipend to be received upon successful completion. The stipend shall be paid through payroll as soon as practical.

- D. The Professional Growth Incentive funds will be increased \$1600 to allow instructional assistants to attend the paraprofessional conference each year. No release time shall be granted without the completion of the required forms.

ARTICLE 14: PERSONAL PROPERTY

- A. Mileage Reimbursement: Employees who use their own automobiles on approved District business shall be reimbursed for all such travel at the IRS allowable rate in effect.
- B. Personal Property: The District shall reimburse an employee up to \$200 for any out-of-pocket loss, damage or destruction of personal property of the employee sustained in situations that fall within the scope of District employment. An employee may petition the Board of Trustees for reimbursement beyond that stated limit.

For the intent of this section, "personal property" is defined as eyeglasses, safety glasses, hearing aids, dentures, and employee-owned materials or equipment utilized with the prior written approval of the District. Appropriate reports to law enforcement agencies shall be filed by the employee in cases of stolen property.

- C. Mechanics' Tools: Mechanics required to bring tools to work in order to perform their duties shall be granted up to seven hundred dollars (\$700.00) per year to purchase tools and/or parts for the purpose of updating repair, or replacement of personal tools. A written request with full description of the tool shall be submitted to the District prior to the reimbursement.

Mechanics' tools shall be replaced if lost or stolen under the following conditions:

1. Appropriate reports will be submitted by the mechanic to law enforcement agencies and/or to the District.
2. A complete tool inventory shall be submitted to the District by the mechanic. Such inventory shall be updated yearly by the mechanic and approved by the District. Only tools listed on the approved inventory list will be covered in case of loss or theft.

ARTICLE 15: VACATIONS

- A. Every employee, permanent or probationary, shall earn paid vacation benefits while they are on paid status, on a fiscal year basis, July 1 through June 30, in accordance with the provisions of this Article.
- B. Earned vacation may not be taken until completion of the six-month probation period.
- C. Upon separation from service, the employee shall be entitled to a lump sum compensation for all earned and unused vacation.
- D. The rate at which vacation shall be paid shall be the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit for subsequent changes in conditions of employment during that vacation.
- E. If the employee has been granted vacation which was used and not earned and leaves District employment, the District shall be entitled to deduct from the unit member's last warrant the amount of salary which was paid for any unearned vacation used.
- F. Vacation credits may be accumulated to a maximum of two (2) times the number of days earned yearly.
- G. Vacation credits shall be computed on regular paid time excluding overtime.
- H. Employees shall be notified annually of their accrued vacation.
- I. Vacation schedules shall be prepared by the administration and every effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the District and the workload of the department.
- J. In case of conflicts in vacation scheduling, the employee with the most hire date seniority shall be given preference, providing that the less senior employee required to work has the necessary skills and/or required certificate(s) to perform the work to be done as determined by the supervisor.
- K. Employees working less than 12 months will take their vacation during the Fall, Winter and Spring vacation periods (Not to exceed a total of 13 days). If the full-earned amount cannot be taken during those periods, the balance will be taken at a time convenient to the District and the employee during the school year. If at the end of the fiscal year, an employee who works less than 12 months has earned vacation credits, he/she shall be paid for all earned but unused credit if he/she notifies the District in writing of his/her request prior to April 15 of the year

in question. If such notification is not received by the District by April 15, the accumulated credits will be carried over as long as it does not conflict with Section F of this Article. If the District receives such notice, payment will be made in the July 31 warrant. Emergencies will be handled on an individual basis by the Associate Superintendent of Human Resources.

- L. An employee who becomes ill during his/her vacation under the provisions of this Agreement shall immediately notify the District and shall make arrangements for rescheduling his/her vacation.

Upon such notification, the employee shall be put on paid sick leave. The burden of proof of illness shall be the employee’s responsibility and the District may require proof of such illness or injury prior to a change in leave status being granted.

- M. Holidays which occur during the employee’s vacation shall not be charged against the employee’s vacation time.

- N. Vacation may be taken at any time during the year. If the employee is not permitted to take his/her vacation and accumulation exceeds the limit set forth in Section F of this Article, the employee shall be paid in cash for any accumulation which exceeds said amount.

- O. The vacation schedule for employees shall be as follows:

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

All school term employees will not be in an unpaid status during the school term for more than two non-work days in addition to the 13 non-work days listed in Article 15, Section K. Any employee with more accrued vacation than the 13 non-work days may use their accrued vacation on the remaining two (2) non-work days.

Calendar Definitions as listed above:

12-Month:

Employees work all dates except weekends and paid holidays from July 1st – June 30th.
of Guaranteed Paid Working Days is defined by traditional calendar.

11.5-Month

Employees work all dates from July 1st – June 30th except two weeks in August, weekends and paid holidays.
of Guaranteed Paid Working Days is defined by traditional calendar.

11-Month

Employees work all dates except weekends and paid holidays from August 1st – June 30th.
of Guaranteed Paid Working Days is defined by traditional calendar.

School Term + 10

Same as **School Term** employees + 10 days
of Guaranteed Paid Working Days = 192.

School Term + 5

Same as **School Term** employees + five days.
of Guaranteed Paid Working Days = 187.

School Term

Employees work all days except non-work days, weekends and paid holidays. The dates are calculated by the instructional calendar: first day of school to the last day of school when students are in session. Employees work the District Inservice Days.
of Guaranteed Paid Working Days = 182

ARTICLE 16: HOLIDAY CALENDAR

A. The holiday schedule for employees shall be:

- New Years' Day (Legal)
- Martin Luther King Day (Local)
- Lincoln's Birthday (Legal)
- Washington's Birthday (Legal)
- Spring Holiday (Local) ... in lieu of Admission Day
- Memorial Day (Legal)
- Independence Day (Legal)
- Labor Day (Legal)
- Veteran's Day (Legal)
- Thanksgiving Day (Legal)
- Friday after Thanksgiving (Local)
- Christmas Eve (Local)
- Christmas Day (Legal)
- New Years' Eve (Local)

B. The paid working schedule for part-time hourly employees shall normally commence on the first day of instruction and end on the last day of instruction as set forth in the Instructional Calendar. Employees who are not normally on duty during school vacations (both Spring and Winter) but whose normal work year covers those periods, shall receive pay for holidays that occur during such school vacations. Holidays that occur outside the part-time employee's work year shall not be paid.

C. When a holiday falls on a Saturday and the employee does not normally work on Saturday, the preceding workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on a Saturday or Sunday and an employee is normally scheduled to work on Saturday or Sunday, the holiday will be observed on the Saturday or Sunday unless another day is deemed to be the holiday for those employees. If a holiday falls on a day other than Saturday or Sunday and employees normally have that day off, the holiday may be deemed another by the District providing a 3-day holiday where possible if the holiday provided a 3-day weekend for employees who do not work on Saturday or Sunday.

D. An employee must be in a paid status on the working day immediately preceding or succeeding the holiday in order to be paid for that holiday. Pay for a holiday shall be the same the employee would receive on a normal workday.

ARTICLE 17: CLASSIFICATION &
RECLASSIFICATION

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

ARTICLE 18: SAFETY CONDITIONS OF EMPLOYMENT

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

ARTICLE 19: LEAVES, PAID & UNPAID

A. Sick Leave

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

B. Additional Sick Leave

1. After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation to avoid leave without pay.
2. An employee who has exhausted fully paid sick leave shall be granted additional paid leave at fifty percent (50%) of his/her regular salary. Such leave shall not exceed one hundred (100) working days per fiscal year including days of fully paid sick leave.
3. A permanent employee who has exhausted all available paid leaves and who is absent due to a non-industrial accident or illness may be granted additional unpaid leave by the District, not to exceed six (6) months. The District may renew this unpaid leave for two (2) additional six-month periods.

C. Termination of Sick Leave

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

D. Sick Leave Donation Program

1. In the event of a catastrophic illness or injury to an employee or a member of the employee's family, a sick leave bank may be established.
2. Catastrophic illness or injury is defined to mean an illness or injury that is expected to incapacitate an employee or member of an employee's family for an extended period of time.
3. Family member is defined to mean the employee's spouse, parents, parents-in-law, sibling, children and stepchildren, or a family member for whom the unit member is the primary caretaker.

4. Under this sick leave donation program, employees may donate up to ten accumulated sick leave days per year. The employee who chooses to donate:
 - a. must provide written notice to the District of the intent to transfer the accumulated sick leave days;
 - b. must donate in one day increments up to a maximum of ten (10) accumulated sick leave days. Once donated, the day shall be converted to hours;
 - c. must acknowledge in writing to the District that the employee understands that he/she cannot revoke the donation of the accumulated sick leave days because all such donations are irrevocable and binding. The donating employee must sign and date this acknowledgment.
5. Under this program, unit members may receive donated days as follows:

Catastrophic illness or injury to an employee:

- a. He/she may receive hours up to a maximum of the number of hours necessary to receive full pay until the income protection program begins (maximum 90 days).
- b. He/she must have exhausted all other employment benefits (sick leave, vacation).
- c. He/she must request in writing to the Associate Superintendent/Human Resources that accumulated sick leave days be donated and the method of notification.
- d. He/she must provide verification of the catastrophic illness or injury to the District.

Catastrophic illness or injury to a member of the employee's family:

- a. He/she can only receive donated accumulated sick leave hours once per fiscal year and for a maximum of thirty (30) days.
- b. He/she must have exhausted all other employment benefits (sick leave, vacation). The cap on personal necessity leave established in other sections of this Article does not apply when an employee qualifies for catastrophic leave for illness to a member of the employee's family.

- c. He/she must request in writing to the Director of Human Resources or the Associate Superintendent of Human Resources that accumulated sick leave days be donated and the method of notification.
- d. He/she must provide verification of the catastrophic illness or injury to the District.
- e. A committee composed of two CSEA members and the Director of Human Resources or the Associate Superintendent of Human Resources will determine whether the employee is eligible to receive donated days.

E. Personal Necessity Leave

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

7. If request for personal necessity leave is denied, an employee may appeal the denial to the Associate Superintendent of Human Resources. The decision shall be final.

F. Bereavement Leave

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

G. Judicial-Government Leave

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

H. Industrial Accident & Industrial Illness Leave

Leaves resulting from an Industrial Accident/Illness shall be granted in accordance with the provisions of Education Code Section 45192 and the following:

1. An employee who is absent from duty because of illness or injury defined as an industrial accident/illness under the provisions of Workers' Compensation Insurance laws, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits provided that:
 - a. He/she has six (6) months service in the District.

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

7. An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and District rules under this Agreement. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
8. When all paid or unpaid leaves of absence have been exhausted following an Industrial Accident/Illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
9. An employee who fails to accept an appropriate assignment after being medically approved shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and in assignment areas in which the employee has made himself/herself available.
10. While an employee is on any paid leave resulting from an industrial accident/illness the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under Workers' Compensation Insurance laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who is not full-time shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in a paid status during the preceding year.
11. During all paid leaves resulting from an industrial accident/illness, the employee shall endorse to the District all wage loss benefit checks received under Workers' Compensation Insurance laws. The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

I. Maternity Leave

1. Paid Maternity Disability Leave

A female employee who is certified by a licensed physician to be physically disabled from performing her assigned duties due to pregnancy, may utilize

sick leave and the benefits provided in Article 7, Section A for absences necessitated by pregnancy, miscarriage, childbirth and recovery.

2. Unpaid Maternity Leave

- a. A female employee may be granted a leave of absence without pay due to pregnancy.
- b. The employee may return to duty at a time mutually convenient to the employee and the District provided that there is a written release from a licensed physician, but the return to work shall be within six (6) months of the child's birth.
- c. Leaves of absence without pay may be extended by the Board of Trustees for periods of six (6) months following the childbirth upon request of the female employee. Such leave shall not count as experience for salary placement purposes.
- d. If an employee fails to report to work within five (5) days after the expiration of maternity leave (unpaid), her employment with the District may be terminated.

J. Personal Leave

A permanent employee may be granted a leave of absence without pay for personal reasons upon the recommendation of the Superintendent or his/her designee and with the approval of the Board of Trustees. Upon return from approved leave, the employee will be entitled to a position within the classification of the position from which the employee is on leave. The employee shall not be granted any accumulation of either sick leave or vacation for the period of absence.

K. Military Leave

Military service leave shall be granted in accordance with the law.

L. Service Recognition Day

On the tenth (10th) anniversary of employment with the District and on every subsequent yearly anniversary date (or within 30 days before or after the date) each classified employee will receive a paid day off as a "Service Recognition Day".

ARTICLE 20: VERIFICATION OF ABSENCE

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

ARTICLE 21: EVALUATION PROCESS AND PERSONNEL FILE

Evaluation Process

All regular employees shall be evaluated by their supervisor in accordance with the following schedule:

- A. Probationary Employees: during the third and sixth months of service. More frequent evaluations may be made at the discretion of the supervisor.
- B. Permanent Employees on Steps 1-6:
 1. At least once each year and at any time more than 60 days later if the employee leaves the control of that supervisor. More frequent evaluations may be made at the discretion of the supervisor.
 2. Permanent Employees on Steps 1-6 shall meet with his/her supervisor between May 1 and June 30 to be evaluated on his/her past performance and to set performance objectives for the subsequent evaluation period. The evaluation form will be signed by the supervisor and the employee. The evaluation report will then be forwarded to the next highest supervisor for review. The employee who receives a "Not Satisfactory" or "Requires Improvement" evaluation may request to meet with the reviewer of the evaluation. All reports with a summary evaluation of "Not Satisfactory" will be reviewed by the Associate Superintendent of Human Resources. An employee who receives a summary evaluation of "Not Satisfactory" will not be granted salary step advancement until a regularly scheduled evaluation report is carried out and he/she is rated at least "Satisfactory." Prior to an unsatisfactory evaluation being given to a permanent employee, he/she must have a minimum of thirty (30) working days notice of the areas in which his/her performance is deficient and suggestions made on how to improve. If improvement has been made, such notice of improvement shall be attached to the evaluation.
 3. At any time, the supervisor may provide a minimum of thirty (30) days notice of an unscheduled evaluation. Included in this notice shall be the specific areas of concern with objectives for each area. In addition, the supervisor shall indicate assistance to be given to the employee in each area. At the conclusion of the unscheduled evaluation, the supervisor shall address each of the areas of concern.
 4. The reviewer will sign all copies indicating concurrence with the supervisor or will indicate disagreements on an attachment. The reviewer will then return the supervisor's and employee's copy to them. The original copy of the report and any attachments will be sent to the Classified Personnel office to be filed in the employee's personnel file.

C. Permanent Employees After Step 6:

1. At least every other year using the "check off/comments" format. More frequent evaluations may be made at the discretion of the supervisor.
2. Every other year, between May 1 and June 30, the supervisor will meet with the employee to discuss the evaluation. The supervisor will provide the "check off/comments" form with an appraisal of the previous goals and include suggested goals for subsequent year(s). If performance is less than satisfactory, a summary statement indicating specific reasons for the unsatisfactory rating will be included in the appraisal. The employee may attach any disagreement to the evaluation form.
3. At any time, the supervisor may provide a minimum of thirty (30) working days notice of an unscheduled evaluation. Included in this notice shall be the specific areas of concern with objectives for each area. In addition, the supervisor shall indicate assistance to be given to the employee in each area. At the conclusion of the unscheduled evaluation, the supervisor shall address each of the areas of concern.

D. The employee may request a meeting with the Associate Superintendent of Human Resources to discuss any of his/her evaluations.

E. The judgment of the supervisor or the reviewer is not subject to the Grievance Procedure.

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

G. Personnel Files

1. The personnel file of the employee shall be maintained by the District.
2. Employees shall be provided with copies of any derogatory written materials ten (10) days prior to placement in the personnel file. The employee shall be given ten (10) days to prepare and attach a written response. Said written response shall be attached to the material being placed in the file. Prior to placement in the file, the employee may request a review with the Associate Superintendent of Human Resources.
3. Material in the personnel file for more than two (2) years may not be used as the primary cause for disciplinary action against the employee.

4. An employee shall have the right to examine his/her file or obtain copies of materials. The employee shall not have the right to review materials that include ratings, reports or records that were obtained prior to employment.
5. The District shall keep a personnel file log indicating persons who have examined the file and the date examined.
6. A separate record including salary, payroll, attendance, and workers' compensation information is kept in the payroll office.

ARTICLE 22: GRIEVANCE PROCEDURE

- A. A grievance is a formal written allegation by an employee that there has been a violation of the specific provisions of this Agreement (except those Articles specifically excluded by the terms of this Agreement) which has adversely affected an employee.
- B. A grievant shall be a member of the bargaining unit covered by the terms of this Agreement.
- C. A day is a day on which the District Office is open.
- D. The immediate supervisor is the lowest level manager designated to adjust grievances.
- E. The time limits specified at any level of this procedure may be extended by mutual consent. Decisions to waive timelines will be mutually agreed upon and in writing.
- F. All communications, notices, papers required to be in writing shall be served personally or by United States or District mail. Date of delivery of decisions shall be verified in writing.
- G. The processing of a grievance shall be held at a time other than working hours when possible. However, a reasonable amount of release time shall be granted to CSEA for the processing of grievances. This release time will be for the purpose of attendance at formal grievance hearings and is not to be used for research, gathering of evidence or interviewing witnesses. However, CSEA may use the release time set in Article 3, paragraph H for the President or designee with prior notification.
- H. All employees shall have the right to decide if they desire to have representation or not up to formal Level V of the grievance procedure. If they decide to have representation, it shall be limited to the grievant and one (1) other person. At Formal Level II and above the employee may have two (2) representatives. An employee may have his/her grievance adjusted without the intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- I. Before filing a formal grievance, the employee (grievant) shall attempt to resolve the matter by informal conference with the immediate supervisor.

- J. In order to encourage a harmonious disposition of employees' grievances it is agreed that from the time a grievance is filed until it is processed to the conclusion of this procedure, neither the grievant, CSEA nor the District shall make public either the grievance or evidence regarding the grievance.
- K. There shall be no reprisal against an employee for filing a grievance or assisting a grievant in the above procedure.
- L. The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

M. Formal Level I - Immediate Supervisor

- 1. The grievant shall present his/her grievance in writing on the appropriate form to his/her immediate supervisor with twenty (20) days after the occurrence of the act or omission giving rise to the grievance or at the time the employee, with reasonable diligence, should have been aware of the act giving rise to the grievance.
- 2. The written statement to be presented shall be a clear, concise statement the grievance, the circumstances involved and the specific remedy sought.
- 3. The immediate supervisor shall communicate his/her decision to the grievant in writing within twenty (20) days after receipt.
- 4. If the grievant is not satisfied with the decision and wishes to continue the grievance process, the grievant shall appeal the decision to Formal Level II within twenty (20) days after receipt of the written decision from the immediate supervisor. Appeals not submitted in writing within the twenty (20) day period shall not be subject to further grievance procedure.
- 5. If the immediate supervisor does not respond within the specified time limit, the grievant may proceed to the next subsequent level.

N. Formal Level II- Associate Superintendent or Director of Human Resources

- 1. The appeal to the decision of the immediate supervisor shall be submitted by the grievant in writing on the appropriate form to the Associate Superintendent of Human Resources.
- 2. The appeal shall include a copy of the original grievance written statement, the decision of the immediate supervisor, and a clear, concise statement of the reasons for the appeal.

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

O. Formal Level III-Mediator

1. The appeal to the decision of the Associate Superintendent or Director of Human Resources shall be submitted in writing to the Associate Superintendent of Human Resources within twenty (20) days.
2. The appeal shall include a copy of the original grievance written statement, the decision of the Associate Superintendent or Director of Human Resources, and a clear, concise statement of the reasons for the appeal.
3. The Associate Superintendent of Human Resources shall contact the State Conciliation Services to set a date for mediation of the grievance.
4. The representative of the State Conciliation Service shall hold a meeting with the parties to mediate the grievance.
5. If no agreement can be reached by the parties regarding the resolution of the grievance or the grievant is dissatisfied with the mediator's recommendation, the grievant shall appeal the decision to Formal Level IV or V within ten (10) days. Appeals not submitted in writing within the ten (10) day period shall not be subject to further grievance procedure.

P. Formal Level IV-Board of Trustees

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

Q. Formal Level V-Arbitrator

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

an arbitrability ruling and further proceedings which may be necessary shall be granted to the parties. The District may also, at its option and without prejudice, have such a claim heard along with the merits of the case by the same arbitrator.

4. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication, misinterpretation of this Agreement in the respect alleged in the grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for the arbitrator is to be whether the District acted in an arbitrary, capricious or discriminatory manner. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall not render any decision or award or fail to render any decision or award merely because, in his/her opinion, such decision or award is fair or equitable.

Issues arising out of the exercise by the Board of Trustees and Administration of its responsibilities and authority including the facts underlying its exercise of such discretion shall not be subject to this procedure.

5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations.
6. Each party shall bear the full costs for its representation in the binding arbitration. The cost of the arbitration shall be divided equally between the District and CSEA. If any party requests a transcript, that party will pay for the transcript. If both parties request a transcript, the total cost of the transcripts shall be divided equally between the District and CSEA. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE 23: SUPPORT OF AGREEMENT

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

ARTICLE 24: EFFECT OF AGREEMENT

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

ARTICLE 25: CONCERTED ACTIVITIES

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

ARTICLE 26: SAVINGS PROVISION

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

ARTICLE 27: ATTENDANCE OF NON-RESIDENT STUDENTS

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

ARTICLE 28: COMPLETION OF MEET & NEGOTIATION

The provisions of this Agreement constitute the agreement of the parties for the 2006-2009 contract period. However, the parties are committed to continuing the model and relationship of the past few years, which includes an agreement to meet and discuss matters of concern to either party in an attempt to problem-solve during the term of this Agreement. This commitment to a continuing meet and discuss relationship includes all matters of mutual interest to the parties, whether contractual or otherwise, and whether or not such matters were within the knowledge or contemplation of either party at the time they met and negotiated and executed this Agreement and even though such matters may have been proposed and later withdrawn.

APPROVAL OF AGREEMENT

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

Bud Willey, President
CSEA, SAN DIEGUITO CHAPTER #241

Date

Terry King
Associate Superintendent of Human Resources
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Date

Deanna Rich, President
Board of Trustees
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Date

APPENDIX "A" (Effective 10/15/06)

| | | | |
|----|---|----|---|
| 25 | Nutrition Services Assistant I | 40 | Maintenance Worker II |
| 27 | Nutrition Services Assistant II Nutrition Services Assistant-Transporter | | Registrar Senior Bus Driver Tutoring Center Specialist |
| 29 | Campus Supervisor–Middle School Nutrition Services Catering Assistant Instructional Assistant School Bus Attendant | 41 | Grounds/Maintenance Equipment Operator Multi-Media Technician School Plant Supervisor–High School Theatre Technician Translator/Interpreter (Spanish) Vehicle & Equipment Service Worker Lead School Bus Driver |
| 30 | Office Assistant | | |
| 31 | Instructional Assistant-Bilingual | | |
| 32 | Campus Supervisor–High School Custodian Receptionist Textbook Room Worker | 42 | Accounting Technician Administrative Assistant Human Resources Technician |
| 33 | Custodian-Floater Nutrition Services Production Assistant Reception-Bilingual (Spanish) | 43 | Transportation Router/Scheduler |
| 34 | Instructional Assistant Special Education (non-severely handicapped) Locker Room Attendant/Custodian Maintenance Worker I Testing Assistant–Bilingual (Spanish) | 44 | Administrative Assistant–High School Bus Driver Trainer Lead Grounds Worker Payroll Technician Senior Buyer Warehouse Supervisor |
| 35 | Grounds Maintenance Worker I Health Technician Job Placement Assistant | 45 | Transportation Dispatcher |
| 36 | Computer Lab Facilitator Instructional Assistant–SpEd (SED) Instructional Assistant Special Education (severely handicapped) School Data Processing Technician Secretary | 47 | Locksmith Speech/Language Pathology Assistant |
| 37 | Library/Media Technician Warehouse/Delivery Worker | 48 | Painter |
| 38 | Administrative Secretary–Middle School Custodian Crew Leader Financial Services Assistant Payroll Assistant Purchasing Assistant School Bus Driver | 49 | Electrician HVAC Technician Plumber/Irrigation Specialist Skilled Maintenance Worker Vehicle & Equipment Mechanic |
| 39 | Grounds/Maintenance Worker II Warehouse/Stores Worker School Plant Supervisor–Middle School | 50 | Transportation Accountant |
| 40 | Administrative Secretary Administrative Secretary-Bilingual (Spanish) Accounting Assistant Accounting Assistant–ASB Human Resources Assistant Interpreter for the Hearing Impaired | 51 | Computer Support Technician Telecommunications Technician |
| | | 52 | Accounting Specialist Budget Analyst Human Resources Benefits Analyst Lead Maintenance Worker Payroll Analyst Vehicle & Equipment Supervisor |
| | | 54 | Information Systems Support Specialist |
| | | 57 | Network Technician |
| | | 60 | Loss Control Analyst Occupational Therapist |
| | | 62 | Contracts Analyst Facilities Planning Analyst |

APPENDIX "B"

EFFECTIVE JULY 1, 2006 5.92% CLASSIFIED SALARIES 2006-07

| RANGE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Yearly 18 | \$21,218.00 | \$22,288.00 | \$23,395.00 | \$24,581.00 | \$25,768.00 | \$27,442.00 |
| Monthly | \$1,768.00 | \$1,857.00 | \$1,950.00 | \$2,048.00 | \$2,147.00 | \$2,287.00 |
| Hourly | \$10.20 | \$10.72 | \$11.25 | \$11.82 | \$12.39 | \$13.19 |
| 20 | \$22,501.00 | \$23,650.00 | \$24,816.00 | \$26,099.00 | \$27,442.00 | \$28,763.00 |
| | \$1,875.00 | \$1,971.00 | \$2,068.00 | \$2,175.00 | \$2,287.00 | \$2,397.00 |
| | \$10.82 | \$11.37 | \$11.93 | \$12.55 | \$13.19 | \$13.83 |
| 21 | \$23,104.00 | \$24,271.00 | \$25,457.00 | \$26,723.00 | \$28,140.00 | \$29,563.00 |
| | \$1,925.00 | \$2,023.00 | \$2,121.00 | \$2,227.00 | \$2,345.00 | \$2,464.00 |
| | \$11.11 | \$11.67 | \$12.24 | \$12.85 | \$13.53 | \$14.21 |
| 22 | \$23,650.00 | \$24,816.00 | \$26,099.00 | \$27,442.00 | \$28,763.00 | \$30,379.00 |
| | \$1,971.00 | \$2,068.00 | \$2,175.00 | \$2,287.00 | \$2,397.00 | \$2,532.00 |
| | \$11.37 | \$11.93 | \$12.55 | \$13.19 | \$13.83 | \$14.61 |
| 23 | \$24,271.00 | \$25,457.00 | \$26,723.00 | \$28,140.00 | \$29,563.00 | \$31,098.00 |
| | \$2,023.00 | \$2,121.00 | \$2,227.00 | \$2,345.00 | \$2,464.00 | \$2,592.00 |
| | \$11.67 | \$12.24 | \$12.85 | \$13.53 | \$14.21 | \$14.95 |
| 24 | \$24,816.00 | \$26,099.00 | \$27,442.00 | \$28,763.00 | \$30,379.00 | \$31,817.00 |
| | \$2,068.00 | \$2,175.00 | \$2,287.00 | \$2,397.00 | \$2,532.00 | \$2,651.00 |
| | \$11.93 | \$12.55 | \$13.19 | \$13.83 | \$14.61 | \$15.30 |
| 25 | \$25,457.00 | \$26,723.00 | \$28,140.00 | \$29,563.00 | \$31,098.00 | \$32,556.00 |
| | \$2,121.00 | \$2,227.00 | \$2,345.00 | \$2,464.00 | \$2,592.00 | \$2,713.00 |
| | \$12.24 | \$12.85 | \$13.53 | \$14.21 | \$14.95 | \$15.65 |
| 26 | \$26,099.00 | \$27,442.00 | \$28,763.00 | \$30,379.00 | \$31,817.00 | \$33,373.00 |
| | \$2,175.00 | \$2,287.00 | \$2,397.00 | \$2,532.00 | \$2,651.00 | \$2,781.00 |
| | \$12.55 | \$13.19 | \$13.83 | \$14.61 | \$15.30 | \$16.04 |
| 27 | \$26,723.00 | \$28,140.00 | \$29,563.00 | \$31,098.00 | \$32,556.00 | \$34,112.00 |
| | \$2,227.00 | \$2,345.00 | \$2,464.00 | \$2,592.00 | \$2,713.00 | \$2,843.00 |
| | \$12.85 | \$13.53 | \$14.21 | \$14.95 | \$15.65 | \$16.40 |
| 28 | \$27,442.00 | \$28,763.00 | \$30,379.00 | \$31,817.00 | \$33,373.00 | \$35,122.00 |
| | \$2,287.00 | \$2,397.00 | \$2,532.00 | \$2,651.00 | \$2,781.00 | \$2,927.00 |
| | \$13.19 | \$13.83 | \$14.61 | \$15.30 | \$16.04 | \$16.89 |
| 29 | \$28,140.00 | \$29,563.00 | \$31,098.00 | \$32,556.00 | \$34,112.00 | \$35,959.00 |
| | \$2,345.00 | \$2,464.00 | \$2,592.00 | \$2,713.00 | \$2,843.00 | \$2,997.00 |
| | \$13.53 | \$14.21 | \$14.95 | \$15.65 | \$16.40 | \$17.29 |
| 30 | \$28,763.00 | \$30,379.00 | \$31,817.00 | \$33,373.00 | \$35,122.00 | \$36,834.00 |
| | \$2,397.00 | \$2,532.00 | \$2,651.00 | \$2,781.00 | \$2,927.00 | \$3,070.00 |
| | \$13.83 | \$14.61 | \$15.30 | \$16.04 | \$16.89 | \$17.71 |
| 31 | \$29,563.00 | \$31,098.00 | \$32,556.00 | \$34,112.00 | \$35,959.00 | \$37,669.00 |
| | \$2,464.00 | \$2,592.00 | \$2,713.00 | \$2,843.00 | \$2,997.00 | \$3,139.00 |
| | \$14.21 | \$14.95 | \$15.65 | \$16.40 | \$17.29 | \$18.11 |
| 32 | \$30,379.00 | \$31,817.00 | \$33,373.00 | \$35,122.00 | \$36,834.00 | \$38,586.00 |
| | \$2,532.00 | \$2,651.00 | \$2,781.00 | \$2,927.00 | \$3,070.00 | \$3,216.00 |
| | \$14.61 | \$15.30 | \$16.04 | \$16.89 | \$17.71 | \$18.55 |

APPENDIX "B"

EFFECTIVE JULY 1, 2006 5.92% CLASSIFIED SALARIES 2006-07

| RANGE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Yearly 33 | \$31,098.00 | \$32,556.00 | \$34,112.00 | \$35,959.00 | \$37,669.00 | \$39,653.00 |
| Monthly | \$2,592.00 | \$2,713.00 | \$2,843.00 | \$2,997.00 | \$3,139.00 | \$3,304.00 |
| Hourly | \$14.95 | \$15.65 | \$16.40 | \$17.29 | \$18.11 | \$19.06 |
| 34 | \$31,817.00 | \$33,373.00 | \$35,122.00 | \$36,834.00 | \$38,586.00 | \$40,549.00 |
| | \$2,651.00 | \$2,781.00 | \$2,927.00 | \$3,070.00 | \$3,216.00 | \$3,379.00 |
| | \$15.30 | \$16.04 | \$16.89 | \$17.71 | \$18.55 | \$19.49 |
| 35 | \$32,556.00 | \$34,112.00 | \$35,959.00 | \$37,669.00 | \$39,653.00 | \$41,618.00 |
| | \$2,713.00 | \$2,843.00 | \$2,997.00 | \$3,139.00 | \$3,304.00 | \$3,468.00 |
| | \$15.65 | \$16.40 | \$17.29 | \$18.11 | \$19.06 | \$20.01 |
| 36 | \$33,373.00 | \$35,122.00 | \$36,834.00 | \$38,586.00 | \$40,549.00 | \$42,708.00 |
| | \$2,781.00 | \$2,927.00 | \$3,070.00 | \$3,216.00 | \$3,379.00 | \$3,559.00 |
| | \$16.04 | \$16.89 | \$17.71 | \$18.55 | \$19.49 | \$20.53 |
| 37 | \$34,112.00 | \$35,959.00 | \$37,669.00 | \$39,653.00 | \$41,618.00 | \$43,699.00 |
| | \$2,843.00 | \$2,997.00 | \$3,139.00 | \$3,304.00 | \$3,468.00 | \$3,642.00 |
| | \$16.40 | \$17.29 | \$18.11 | \$19.06 | \$20.01 | \$21.01 |
| 38 | \$35,122.00 | \$36,834.00 | \$38,586.00 | \$40,549.00 | \$42,708.00 | \$44,826.00 |
| | \$2,927.00 | \$3,070.00 | \$3,216.00 | \$3,379.00 | \$3,559.00 | \$3,736.00 |
| | \$16.89 | \$17.71 | \$18.55 | \$19.49 | \$20.53 | \$21.55 |
| 39 | \$35,959.00 | \$37,669.00 | \$39,653.00 | \$41,618.00 | \$43,699.00 | \$45,876.00 |
| | \$2,997.00 | \$3,139.00 | \$3,304.00 | \$3,468.00 | \$3,642.00 | \$3,823.00 |
| | \$17.29 | \$18.11 | \$19.06 | \$20.01 | \$21.01 | \$22.06 |
| 40 | \$36,834.00 | \$38,586.00 | \$40,549.00 | \$42,708.00 | \$44,826.00 | \$46,927.00 |
| | \$3,070.00 | \$3,216.00 | \$3,379.00 | \$3,559.00 | \$3,736.00 | \$3,911.00 |
| | \$17.71 | \$18.55 | \$19.49 | \$20.53 | \$21.55 | \$22.56 |
| 41 | \$37,669.00 | \$39,653.00 | \$41,618.00 | \$43,699.00 | \$45,876.00 | \$48,113.00 |
| | \$3,139.00 | \$3,304.00 | \$3,468.00 | \$3,642.00 | \$3,823.00 | \$4,009.00 |
| | \$18.11 | \$19.06 | \$20.01 | \$21.01 | \$22.06 | \$23.13 |
| 42 | \$38,586.00 | \$40,549.00 | \$42,708.00 | \$44,826.00 | \$46,927.00 | \$49,357.00 |
| | \$3,216.00 | \$3,379.00 | \$3,559.00 | \$3,736.00 | \$3,911.00 | \$4,113.00 |
| | \$18.55 | \$19.49 | \$20.53 | \$21.55 | \$22.56 | \$23.73 |
| 43 | \$39,653.00 | \$41,618.00 | \$43,699.00 | \$45,876.00 | \$48,113.00 | \$50,544.00 |
| | \$3,304.00 | \$3,468.00 | \$3,642.00 | \$3,823.00 | \$4,009.00 | \$4,212.00 |
| | \$19.06 | \$20.01 | \$21.01 | \$22.06 | \$23.13 | \$24.30 |
| 44 | \$40,549.00 | \$42,708.00 | \$44,826.00 | \$46,927.00 | \$49,357.00 | \$51,808.00 |
| | \$3,379.00 | \$3,559.00 | \$3,736.00 | \$3,911.00 | \$4,113.00 | \$4,317.00 |
| | \$19.49 | \$20.53 | \$21.55 | \$22.56 | \$23.73 | \$24.91 |
| 45 | \$41,618.00 | \$43,699.00 | \$45,876.00 | \$48,113.00 | \$50,544.00 | \$53,014.00 |
| | \$3,468.00 | \$3,642.00 | \$3,823.00 | \$4,009.00 | \$4,212.00 | \$4,418.00 |
| | \$20.01 | \$21.01 | \$22.06 | \$23.13 | \$24.30 | \$25.49 |
| 46 | \$42,708.00 | \$44,826.00 | \$46,927.00 | \$49,357.00 | \$51,808.00 | \$54,453.00 |
| | \$3,559.00 | \$3,736.00 | \$3,911.00 | \$4,113.00 | \$4,317.00 | \$4,538.00 |
| | \$20.53 | \$21.55 | \$22.56 | \$23.73 | \$24.91 | \$26.18 |

APPENDIX "B"

EFFECTIVE JULY 1, 2006 5.92% CLASSIFIED SALARIES 2006-07

| | | | | | | |
|------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Yearly 47 | \$43,699.00 | \$45,876.00 | \$48,113.00 | \$50,544.00 | \$53,014.00 | \$55,816.00 |
| Monthly | \$3,642.00 | \$3,823.00 | \$4,009.00 | \$4,212.00 | \$4,418.00 | \$4,651.00 |
| Hourly | \$21.01 | \$22.06 | \$23.13 | \$24.30 | \$25.49 | \$26.83 |
| 48 | \$44,826.00 | \$46,927.00 | \$49,357.00 | \$51,808.00 | \$54,453.00 | \$57,215.00 |
| | \$3,736.00 | \$3,911.00 | \$4,113.00 | \$4,317.00 | \$4,538.00 | \$4,768.00 |
| | \$21.55 | \$22.56 | \$23.73 | \$24.91 | \$26.18 | \$27.51 |
| 49 | \$45,876.00 | \$48,113.00 | \$50,544.00 | \$53,014.00 | \$55,816.00 | \$58,635.00 |
| | \$3,823.00 | \$4,009.00 | \$4,212.00 | \$4,418.00 | \$4,651.00 | \$4,886.00 |
| | \$22.06 | \$23.13 | \$24.30 | \$25.49 | \$26.83 | \$28.19 |
| 50 | \$46,927.00 | \$49,357.00 | \$51,808.00 | \$54,453.00 | \$57,215.00 | \$60,113.00 |
| | \$3,911.00 | \$4,113.00 | \$4,317.00 | \$4,538.00 | \$4,768.00 | \$5,009.00 |
| | \$22.56 | \$23.73 | \$24.91 | \$26.18 | \$27.51 | \$28.90 |
| 51 | \$48,113.00 | \$50,544.00 | \$53,014.00 | \$55,816.00 | \$58,635.00 | \$61,591.00 |
| | \$4,009.00 | \$4,212.00 | \$4,418.00 | \$4,651.00 | \$4,886.00 | \$5,133.00 |
| | \$23.13 | \$24.30 | \$25.49 | \$26.83 | \$28.19 | \$29.61 |
| 52 | \$49,357.00 | \$51,808.00 | \$54,453.00 | \$57,215.00 | \$60,113.00 | \$63,107.00 |
| | \$4,113.00 | \$4,317.00 | \$4,538.00 | \$4,768.00 | \$5,009.00 | \$5,259.00 |
| | \$23.73 | \$24.91 | \$26.18 | \$27.51 | \$28.90 | \$30.34 |
| 53 | \$50,544.00 | \$53,014.00 | \$55,816.00 | \$58,635.00 | \$61,591.00 | \$64,722.00 |
| | \$4,212.00 | \$4,418.00 | \$4,651.00 | \$4,886.00 | \$5,133.00 | \$5,394.00 |
| | \$24.30 | \$25.49 | \$26.83 | \$28.19 | \$29.61 | \$31.12 |
| 54 | \$51,808.00 | \$54,453.00 | \$57,215.00 | \$60,113.00 | \$63,107.00 | \$66,376.00 |
| | \$4,317.00 | \$4,538.00 | \$4,768.00 | \$5,009.00 | \$5,259.00 | \$5,531.00 |
| | \$24.91 | \$26.18 | \$27.51 | \$28.90 | \$30.34 | \$31.91 |
| 55 | \$53,014.00 | \$55,816.00 | \$58,635.00 | \$61,591.00 | \$64,722.00 | \$67,959.00 |
| | \$4,418.00 | \$4,651.00 | \$4,886.00 | \$5,133.00 | \$5,394.00 | \$5,663.00 |
| | \$25.49 | \$26.83 | \$28.19 | \$29.61 | \$31.12 | \$32.67 |
| 56 | \$54,453.00 | \$57,215.00 | \$60,113.00 | \$63,107.00 | \$66,376.00 | \$69,694.00 |
| | \$4,538.00 | \$4,768.00 | \$5,009.00 | \$5,259.00 | \$5,531.00 | \$5,808.00 |
| | \$26.18 | \$27.51 | \$28.90 | \$30.34 | \$31.91 | \$33.51 |
| 57 | \$55,816.00 | \$58,635.00 | \$61,591.00 | \$64,722.00 | \$67,959.00 | \$71,357.00 |
| | \$4,651.00 | \$4,886.00 | \$5,133.00 | \$5,394.00 | \$5,663.00 | \$5,946.00 |
| | \$26.83 | \$28.19 | \$29.61 | \$31.12 | \$32.67 | \$34.31 |
| 58 | \$57,215.00 | \$60,113.00 | \$63,107.00 | \$66,376.00 | \$69,694.00 | \$73,180.00 |
| | \$4,768.00 | \$5,009.00 | \$5,259.00 | \$5,531.00 | \$5,808.00 | \$6,098.00 |
| | \$27.51 | \$28.90 | \$30.34 | \$31.91 | \$33.51 | \$35.18 |
| 59 | \$58,635.00 | \$61,591.00 | \$64,722.00 | \$67,959.00 | \$71,357.00 | \$74,926.00 |
| | \$4,886.00 | \$5,133.00 | \$5,394.00 | \$5,663.00 | \$5,946.00 | \$6,244.00 |
| | \$28.19 | \$29.61 | \$31.12 | \$32.67 | \$34.31 | \$36.02 |
| 60 | \$60,113.00 | \$63,107.00 | \$66,376.00 | \$69,694.00 | \$73,180.00 | \$76,841.00 |
| | \$5,009.00 | \$5,259.00 | \$5,531.00 | \$5,808.00 | \$6,098.00 | \$6,403.00 |
| | \$28.90 | \$30.34 | \$31.91 | \$33.51 | \$35.18 | \$36.94 |

APPENDIX "B"

EFFECTIVE JULY 1, 2006 5.92% CLASSIFIED SALARIES 2006-07

| | | | | | | |
|------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Yearly 61 | \$61,591.00 | \$64,722.00 | \$67,959.00 | \$71,357.00 | \$74,926.00 | \$78,671.00 |
| Monthly | \$5,133.00 | \$5,394.00 | \$5,663.00 | \$5,946.00 | \$6,244.00 | \$6,556.00 |
| Hourly | \$29.61 | \$31.12 | \$32.67 | \$34.31 | \$36.02 | \$37.82 |
| 62 | \$63,107.00 | \$66,376.00 | \$69,694.00 | \$73,180.00 | \$76,841.00 | \$80,682.00 |
| | \$5,259.00 | \$5,531.00 | \$5,808.00 | \$6,098.00 | \$6,403.00 | \$6,724.00 |
| | \$30.34 | \$31.91 | \$33.51 | \$35.18 | \$36.94 | \$38.79 |
| 63 | \$64,722.00 | \$67,959.00 | \$71,357.00 | \$74,926.00 | \$78,671.00 | \$82,605.00 |
| | \$5,394.00 | \$5,663.00 | \$5,946.00 | \$6,244.00 | \$6,556.00 | \$6,884.00 |
| | \$31.12 | \$32.67 | \$34.31 | \$36.02 | \$37.82 | \$39.71 |
| 64 | \$66,376.00 | \$69,694.00 | \$73,180.00 | \$76,841.00 | \$80,682.00 | \$84,717.00 |
| | \$5,531.00 | \$5,808.00 | \$6,098.00 | \$6,403.00 | \$6,724.00 | \$7,060.00 |
| | \$31.91 | \$33.51 | \$35.18 | \$36.94 | \$38.79 | \$40.73 |
| 65 | \$67,959.00 | \$71,357.00 | \$74,926.00 | \$78,671.00 | \$82,605.00 | \$86,736.00 |
| | \$5,663.00 | \$5,946.00 | \$6,244.00 | \$6,556.00 | \$6,884.00 | \$7,228.00 |
| | \$32.67 | \$34.31 | \$36.02 | \$37.82 | \$39.71 | \$41.70 |
| 66 | \$69,694.00 | \$73,180.00 | \$76,841.00 | \$80,682.00 | \$84,717.00 | \$88,953.00 |
| | \$5,808.00 | \$6,098.00 | \$6,403.00 | \$6,724.00 | \$7,060.00 | \$7,413.00 |
| | \$33.51 | \$35.18 | \$36.94 | \$38.79 | \$40.73 | \$42.77 |
| 67 | \$71,357.00 | \$74,926.00 | \$78,671.00 | \$82,605.00 | \$86,736.00 | \$91,071.00 |
| | \$5,946.00 | \$6,244.00 | \$6,556.00 | \$6,884.00 | \$7,228.00 | \$7,589.00 |
| | \$34.31 | \$36.02 | \$37.82 | \$39.71 | \$41.70 | \$43.78 |

APPENDIX "C"

SALARY PLACEMENT – LONGEVITY BENEFITS

New employees shall normally begin at Step 01. Placement on the salary schedule shall be made by the Board of Trustees on the recommendation of the Superintendent.

Employees shall have as their anniversary date for advancement to the next step, the beginning of the next month after completion of 12 months service; i.e., the anniversary date of a contract dated November 15 shall be December 1.

A one-range increase shall be allowed for all classifications when more than 50 percent of their regularly assigned duty hours fall between the hours of 3:00 p.m. and 6:00 a.m.

LONGEVITY BENEFITS

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

An employee who receives a summary evaluation of "Not Satisfactory" will not be advanced on the salary schedule until a regularly scheduled evaluation report is carried out and he/she is rated at least "Satisfactory".

APPENDIX “D”

Extra-Curricular Schedule

| | |
|---|------------------------|
| Announcer | \$30.00 |
| Booth Control | \$50.00 |
| Cash Control (short event) | \$25.00 |
| Cash Control (long event) | \$50.00 |
| Chain Gang (each) | \$35.00 |
| Concession Helper (short event) | \$15.00 |
| Concession Helper (long event) | \$30.00 |
| Concession Supervisor (short event) | \$50.00 |
| Concession Supervisor (long event) | \$80.00 |
| Game Security (short event) | \$30.00 |
| Game Security (long event) | \$60.00 |
| Parking Lot Supervisor (long event) | \$60.00 |
| Proctor (SAT/ACT/PSAT...) | \$100.00 |
| Scorekeeper | \$30.00 |
| Supervisor (short event) | \$30.00 |
| Supervisor (long event) | \$60.00 |
| Ticket Taker/Seller (short event) | \$30.00 |
| Ticket Taker/Seller (long event) | \$60.00 |
| Timer | \$30.00 |
| Clerk of the Course (Track Meet) | Employee’s Hourly Rate |
| Event Judge (Track Meet) | Employee’s Hourly Rate |

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

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

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

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

In the event of a “no show” or cancellation of an event, if the employee was required to attend for any amount of time, he/she shall be paid a minimum of fifteen dollars (\$15.00).

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

