

COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF EDUCATION

SAN DIEGO UNIFIED SCHOOL DISTRICT

and the

SAN DIEGO SCHOOLS
POLICE OFFICERS' ASSOCIATION

representing

THE SCHOOL POLICE SERVICES UNIT




July 1, **2018** through June 30, **2020**

MEMORANDUM OF UNDERSTANDING
between the
BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT
and the
SAN DIEGO SCHOOLS POLICE OFFICERS' ASSOCIATION
representing the
SCHOOL POLICE SERVICES BARGAINING UNIT

July 1, 2018 – June 30, 2020

The following Collective Negotiations Contract has been reached by designated representatives of the San Diego Unified School District and the San Diego School Police Officers' Association in accordance with the California Educational Employment Relations Act.

FOR THE DISTRICT:

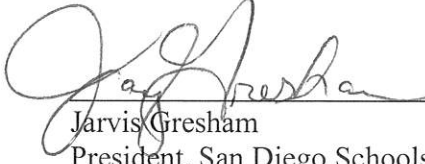


Sharon Whitehurst-Payne
President, Board of Education
San Diego Unified School District

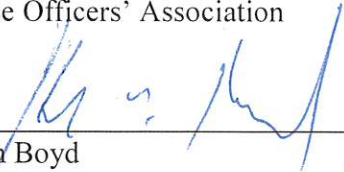


Cindy Marten
Superintendent
San Diego Unified School District

FOR THE ASSOCIATION:



Jarvis Gresham
President, San Diego Schools
Police Officers' Association



Keith Boyd
Vice President, San Diego Schools
Police Officers' Association

Adopted by the Board of Education

Ratified by the San Diego Schools Police
Officers' Association

Date: February 26, 2019

Date: February 13, 2019

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1. AGREEMENT CLAUSE

The articles contained herein and the appendices attached hereto constitute the bilateral and binding agreement (Agreement) by and between the San Diego Unified School District (District) and the San Diego Schools Police Officers' Association (Association), an employee organization representing the School Police Services Unit.

2. RECOGNITION CLAUSE

Section 1: DISTRICT RECOGNITION OF ASSOCIATION

The District recognizes the Association as the sole and exclusive bargaining representative for all classified monthly unit members listed in A. below and agrees to negotiate only with the duly authorized representatives designated by the Association to act in its behalf.

A. Inclusions: Community Services Officer
 Police Dispatcher
 Lead Dispatcher
 Police Officer I
 Police Officer II
 Campus Police Officer
 Detective

B. Exclusions: All other classified employees, management employees, supervisory employees and confidential employees.

Section 2: ASSOCIATION RECOGNITION OF BOARD OF EDUCATION

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

3. EMPLOYEE ORGANIZATION RIGHTS

Section 1: USE OF DISTRICT FACILITIES

The Association shall have the right to reasonable use of district buildings and facilities.

Section 2: BULLETIN BOARDS

The Association shall have the right to post material on one (1) district provided bulletin board at the School Police Services Department office at the Education Center. The bulletin board selected for this purpose shall be so located as to not be in plain sight of non-employees.

Section 3: DISTRICT MAIL SERVICE AND E-MAIL SYSTEM

The Association shall be permitted the use of the district mail service and unit member mailboxes for communication with unit members.

The Association and unit members shall be permitted to use the district e-mail system for communication with unit members, provided such communications comply with Section 3 of the District's Administrative Procedure No. 7039 (Staff Use of District Communication Networks and the Internet).

Section 4: DISTRICT DOCUMENTS

The Association may request and receive two (2) copies of any district document which is a public document.

Section 5: USE OF TELEPHONE DURING NON-WORK HOURS

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

Section 6: SENIORITY LISTINGS

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

Section 7: CALENDAR

- A. Calendar Committee: The District agrees to establish a joint calendar committee composed of an equal number of district representatives, association representatives, and other stakeholder representatives appointed by their respective groups. The size of this committee shall be determined by mutual agreement of all Parties.

The purpose of this committee shall be to develop a multi-year master calendar, **inclusive of traditional and single-track year-round calendars, with** non-paid holidays and other non-paid days **identified**.

It shall be the goal of this committee to present the calendar to the Board of Education for adoption one year prior to its implementation.

- B. The District agrees to consult with the Association on the proposed master calendar prior to its adoption by the Board.

Section 8: ASSOCIATION LEAVE

- A. The Association shall have up to 220 hours per fiscal year (July 1 through June 30) of Association leave to be used for **bargaining unit members to attend to** Association business. Requests to use compensatory or vacation time will not be unreasonably denied.
- B. **In addition to the hours in Section A above, Association Officers shall be able to share the use of up to 40 hours per fiscal year (July 1 through June 30) of Association leave to be used for Association business, provided the Association reimburses the District for the salary of the unit member(s). Reimbursement shall not be provided when the unit member elects to use approved compensatory or vacation time or takes unpaid leave. Requests to use compensatory or vacation time will not be unreasonably denied.**
- C. The Association shall submit a written request to **Labor Relations and** the School Police Chief or designee, for all such leave sufficiently in advance, but not less than fourteen (14) days prior to the intended absence.

Section 9: RIGHTS GRIEVABLE

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

Section 10: DISTRIBUTION OF AGREEMENT

The District shall post this agreement and all amendments thereto on the District's website.

4. DISTRICT RIGHTS

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

5. DEFINITIONS

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

- A. "Unit member" shall refer to all unit members who are included in the School Police Services bargaining unit.
- B. "District" means the San Diego Unified School District.
- C. "Board of Education" means the Board of Education of the San Diego Unified School District.
- D. "Principal" means the chief executive officer of one or more schools, with total responsibility to manage all affairs of the school or schools including general control and supervision of all certificated and classified employees assigned to serve in the school.
- E. "Department Head" means the Chief of Police of the San Diego Unified School District, with total responsibility to manage all affairs of the department including general control of all certificated and classified employees assigned to the department.
- F. "Superintendent" means the Superintendent of the San Diego Unified School District.
- G. "Association" means the San Diego Schools Police Officers' Association.
- H. "Emergency" means any situation affecting the instructional program and/or the administration of the District which could not reasonably be anticipated.
- I. "Workday" is any day when the central administrative offices of the District are open for business.
- J. "Supervisor" is a person responsible for assigning, supervising and evaluating the work performance of assigned employees.
- K. "Termination" means separation from district employment by resignation, retirement, discharge, death, abandonment of position, expiration of reemployment rights, or failure to accept an offer of reemployment.
- L. Other definitions applicable to a specific article are included in the appropriate article.
- M. All terms not defined in this Article and other articles in this Agreement shall be defined in their usual and customary sense.

6. NEGOTIATION PROCEDURES

Section 1: TIMELINE

Not later than March 1 of the year in which this Agreement expires, the Association and the District will meet and negotiate in good faith on matters within the scope of negotiations.

Section 2: CONSULTANTS

The Association and the District may utilize the services of outside consultants to assist in negotiations.

Section 3: DISCHARGE OF DUTIES

The Association and the District may discharge their respective duties by means of authorized officers, individual representatives or committees.

Section 4: SCHEDULING BARGAINING SESSIONS

Negotiation shall take place at mutually agreeable times and places. In an emergency, upon receipt of a written request by either Party, meetings shall be scheduled at the earliest possible date not to exceed three (3) working days.

Section 5: RELEASE TIME FOR NEGOTIATIONS

The Association may designate not more than **four (4)** representatives, excluding key witnesses, who will be empowered to negotiate with the District. When negotiations with the District are scheduled during the working hours of the employee representatives or key witnesses, they shall be released from work without loss of pay.

Section 6: AUTHORITY TO BARGAIN

The Association and the District agree to confer on their respective representatives the necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

Section 7: MEMBERSHIP OF BARGAINING TEAMS

Each Party to negotiations shall select its negotiating representatives.

Section 8: TENTATIVE AGREEMENTS

During negotiations when tentative agreement is reached on an article, it shall be reduced to writing and signed by the Parties. **A tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each party's ratification process. All tentative agreements are subject to change with mutual agreement prior to the final agreement of all items in the package.**

Section 9: SIDE LETTERS AND OTHER AGREEMENTS ENTERED INTO BETWEEN THE PARTIES DURING THE TERM OF THE AGREEMENT

The current Agreement represent all known agreements regarding mandatory subjects of bargaining between the District and the Association, including department level agreements, **which are currently in effect. Agreements not explicitly incorporated into this Agreement shall be non-grievable.**

Any side letter or other agreement that predates this Agreement, and that is later discovered, shall be reviewed by the Parties to determine whether it remains applicable or relevant. If such side letter or other agreement is determined to be applicable or relevant, the Parties' intend to include such terms into a subsequent Agreement.

Effective upon ratification of this Agreement, any additional agreements between the Association and the District must be made in writing and should specify a term. Signatories to the agreement shall be the President of the Association or his/her designee and the Executive Director, Labor Relation, or his or her designee, for the District. Any agreements entered into pursuant to this Section shall be grievable unless explicitly stated to the contrary.

7. WAGES

Section 1: SALARY RATES

- A. **Effective July 1, 2018, the salary schedules shall be increased by one percent (1%).**
- B. **Effective January 1, 2019, the salary schedules shall be increased by a compounded one percent (1%).**

Section 2: EQUITY CLAUSE

During the term of this agreement, the following Equity Clause provisions will apply:

- A. **If any other bargaining unit, the Non-Represented Management employee group, or the Confidential Unit receives enhanced health and welfare benefits, SDSPOA will receive the same enhanced benefit.**
- B. **If any other bargaining unit, the Non-Represented Management employee group, or the Confidential Unit receives across-the-board on-schedule base salary increase or a new across-the-board off-schedule bonus, SDSPOA will receive the same increase or bonus. This obligation will not be triggered by:**
 - 1. **Increases or enhancements to any other bargaining unit, the Non-Represented Management employee group, or the Confidential Unit, that will be paid for with resources currently allocated to that unit.**
 - 2. **Increases or enhancements given to any employee group as a result of grievance or other wage-related settlement agreements.**
 - 3. **Compensation or benefits provided to non-SDSPOA employees or employee groups which are already extended to the SDSPOA bargaining unit under an existing collective bargaining agreement.**

Section 3: CLEANING/CLOTHING ALLOWANCE

- A. **The District shall pay sworn police and community service officer personnel who have completed twelve (12) continuous months of full-time district service, a monthly stipend of \$80.00 per month (\$960.00 annually) beginning on their thirteenth (13th) month of employment for cleaning, maintenance, and upkeep of district issued uniforms. Such stipend will not be paid to an employee while on unpaid leave of absence, but will resume upon return to duty.**
- B. **The District shall continue to provide first issue uniforms and related gear to new hires. All employees that receive a uniform allowance shall be responsible to replace uniforms and footwear. The Department shall continue to provide replacement safety equipment.**

Section 4: POST Certified Training

- A. The District will reimburse unit members for the cost of meal expenses related to attending out of county POST certified and reimbursable trainings up to the reimbursable amount specified/received by the District from POST.
- B. The District will reimburse unit members for the cost of meal expenses related to attending local POST certified and reimbursable trainings that are submitted with receipts, up to the reimbursable amount specified/received by the District from POST.

Section 5: SAFETY RETIREMENT

- A. The PERS Safety Retirement Plan for all sworn unit members includes Credit for Unused Sick Leave and One Year Final Compensation.
- B. Effective July 1, 2013, the PERS Safety Retirement Plan for all sworn unit members that are not defined as “New Members” within the meaning of PEPRRA is three percent (3%) at fifty (50). The PERS Safety Retirement Plan for all sworn unit members defined as “New Members” within the meaning of PEPRRA is two point seven percent (2.7%) at fifty seven (57).
- C. In accordance with the concept of total compensation, the Parties have agreed to move a percentage of the employer contribution to the employee compensation **in** a manner that is cost neutral to the District and the employee. To reach base salary cost neutrality, the Parties have eliminated three (3) special pay additives (Community Relations Differential, Internal Investigations Differential, and Training Manager/Background Investigator Differential) effective January 1, 2014.
 - 1. Effective January 1, 2014, all sworn unit members that are not “New Members” within the meaning of PEPRRA shall pay an additional six and one half percent (6.5%) (for a total of 9.0%) toward the employee’s contribution to CalPERS. In exchange, all sworn unit classifications will receive an increase in base salary of six and one half percent (6.5%).
 - 2. Effective January 1, 2014, all non-sworn unit members that are not “New Members” within the meaning of PEPRRA shall pay an additional three percent (3.0%) (for a total of seven 7.0%). In exchange, all non-sworn unit classifications will receive an increase in base salary of three percent (3%).
- D. All unit members who are “New Members” within the meaning of PEPRRA shall pay fifty percent (50%) of the CalPERS determined normal cost beginning on the employee’s date of hire.

Section 6: 457 PLAN

The District agrees to afford School Police Services bargaining unit members the ability to participate in the 457 Plan.

Section 7: DEFERRED RETIREMENT OPTION PROGRAM

The District agrees to amend its contract with the Public Employees Retirement System to adopt the Deferred Retirement Option Program if that program becomes available. Either Party, upon notice of the availability of the program, will notify the other, and the Parties will meet to evaluate the scope and nature of the program. The District agrees to adopt the program immediately, providing there is no net cost to the District.

Section 8: JOINT BUDGET COMMITTEE

The Parties agree to convene a Joint Budget Committee at the request of the Association any time to discuss the District's financial condition and its implication on any mandatory subjects of bargaining.

8. HOURS OF EMPLOYMENT

Section 1: WORKDAY AND WORKWEEK

- A. The District recognizes the principle of an eight (8) hour workday and a forty (40) hour workweek for persons employed on a full-time basis, though it has negotiated alternative schedules including ten (10) and twelve (12) hour shifts. The traditional workweek shall be Monday through Friday. For payroll accounting purposes, the traditional workweek calendar shall begin on Monday at 12:00 a.m. and end on the following Sunday at 11:59 p.m. The non-traditional workweek shall not exceed five (5) consecutive workdays starting any day other than a Monday.
- B. Work schedules will be inclusive of breaks and a 30-minute paid meal period.
- C. The exact start and end times and the days worked by unit members will be worked out by the Parties, and may be modified by agreement of the Parties to help ensure the success of the **department**.

Section 2: SHORTENING OF THE ASSIGNED WORKDAY

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

Section 3: ESTABLISHING STARTING TIME

The unit member's supervisor shall determine the starting time for the unit member's workday. A unit member's work schedule shall not be changed temporarily to avoid the payment of overtime.

Section 4: OVERTIME

The District reserves the right to assign overtime to any unit member and to compensate unit members for overtime worked in accordance with the salary schedule rules and regulations as set forth in Appendix A. Unit members shall be given the option to accept or reject non-emergency overtime providing District needs can be met.

Section 5: CONTRACTING AND CIVIC CENTER WORK BY SCHOOL POLICE SERVICES

- A. The District and Association agree that the Education Code generally requires the District to use School Police personnel for any extra security services directly funded by the District. Both Parties agree that any security work under four (4) hours may be contracted to private security companies. Any security work directly funded by the District, which is four (4) hours or more will be offered to unit members for a first right of refusal before contracting out to private security companies.

Article 8 – Hours of Employment
Section 5.B

- B. Excluded from the right of first refusal is any construction project which is not under the District's control (including but not limited to those funded by Proposition S, Z or other future bond measures). The Parties agree that a construction project is not under the District's control when: 1) the District has a contract with a general contractor to construct, reconstruct, alter, erect, renovate, improve, demolish, or repair any whole or part of a District owned or District leased site; 2) the general contractor (or its subcontractors) has not yet completed the project and retains control or liability for the security of the site and adjoining property; 3) the District has not accepted completion of the project via District's beneficial occupancy of the District's recordation of a Notice of Completion. A construction project performed by the District's own maintenance forces is under the District's control and thus, unit members will be offered first right of refusal to provide security services.
- C. District agrees, at least seven days in advance of a general contractor's onsite mobilization of the project and as needed, to meet with the District Police Department and Association to assess if the project raises any additional security concerns which would impact the security of the site, separate and apart from the general contractor's liability and determination of how or whether to secure the project site and adjoining property. If, as a result of such meeting, the District determines that extra security work is needed to properly secure the non-construction area of the site or other District property or facility, **unit members** will be offered the right of first refusal for any extra security work in accordance with this Section.
- D. Parties agree that this Section will be complied with when the District determines it is necessary to engage extra security work to secure a project site under the District's control, either because the District has accepted completion of the project or because the District's own maintenance forces are engaged to construct, reconstruct, alter, erect, renovate, improve, demolish, or repair any whole or part of a District owned or District leased site, by providing **unit members** first right of refusal over the entire scope of the extra security work needed. In this instance, the District will not directly contract for security services unless **unit members** decline any portion of the extra security work needed for a project site under the District's control.
- E. After the passage of any District bond measure which will result in construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair of any whole or part of a District owned or District leased site or upon any change in the law or liability associated with District bond projects, if requested by the Association, the Parties will meet to discuss whether any aspects of the projects' security needs are not addressed by the provisions of this Article.
- F. Additional opportunities for first right of refusal will include, but are not limited to, outside entities renting or leasing San Diego Unified School District sites and/or facilities. In such event, the District will notify the renting entity and charge the appropriate rate as part of the rental fee. It is understood that unit members may not work any extra security assignment which ends less than eight (8) hours prior to their next regularly assigned work shift schedule.

All extra security services will be governed by this agreement pursuant to criteria outlined within Administrative Procedure 5000 and any changes to the procedure, related specifically to contracting out, will require both Parties to meet and confer.

Section 6: CALL-BACK / STAND-BY / TELEPHONE CALLS

- A. Call-back is defined as when an employee who has been released from work and has left the work premises **is asked to return to work before the next scheduled work period**. An employee required to return to duty will be compensated as defined in Appendix A, Section 1.02 and 1.03 of this Agreement.
- B. Stand-by is defined as when an employee is officially designated by management to remain available to return to work, at any time outside of normal working hours. **During this** time the employee must remain where **he or she** can be contacted by phone **and is** ready, fit, and able for immediate return to work to perform an essential service. An employee placed on stand-by shall respond by phone within fifteen (15) minutes of the call and report for work, if so required, within (1) hour from the initial contact. Stand-by shall not apply to court stand-by.
- C. Stand-by duty shall not count as time worked, except to the extent that an employee is required to, and does actually return to a work place and perform essential service. Employees assigned to stand-by who are required to return to duty (called back) shall be entitled to the stand-by compensation for that twenty-four (24) hour period, in addition to applicable call-back pay set forth in Appendix A, Section 1.02 and 1.03.
- D. Employees compelled by the District to be placed on stand-by while off-duty (Monday through Friday, except District holidays) shall be given one (1) hour straight (not time-and-a-half) compensation for each twenty-four (24) hours of stand-by time. Employees compelled by the District to be placed on stand-by while off-duty (Saturday – Sunday, and District holidays) shall be given three (3) hours straight (not time-and-a-half) compensation for each twenty-four (24) hours of stand-by time.
- E. Members, when off duty, who receive a phone call from a supervisor **during** time which he or she is not otherwise receiving compensation, which exceeds fifteen (15) minutes, will be compensated with overtime in increments of fifteen (15) minutes. This will only apply to calls for professional consultation, not routine calls such as calling an employee back to work. This Section further applies independently to multiple phone calls, even regarding the same event, except if the multiple phone calls occur within the same fifteen (15) minutes. All calls not exceeding fifteen (15) minutes are non-compensable.

- F. The District and Association agree that all employees will be on automatic stand-by during a state of emergency or civil defense disaster as declared by the President of the United States, the Governor of the State, the Mayor of the City, or the District Superintendent. Such automatic stand-by shall be without compensation unless the District is reimbursed by the State or Federal government for such expenditure.

Section 7: MANDATED DEPARTMENT WORK DAYS (“BLACK-OUT DAYS”)

In the month of May of each year, the Chief of Police or designee will meet with the Association to discuss and inform of the following school year’s known District identified mandated department work days (“black-out days”). The use of accrued paid leave will only be approved in exceptional circumstances.

The Chief or designee will meet with the Association as needed throughout the school year to inform of any additional black-out days with as much notice as possible.

9. HEALTH AND WELFARE BENEFITS

Section 1: BENEFITS DURING THE TERM OF THE SUCCESSOR AGREEMENT

The District shall absorb the cost of the benefit package **through June 30, 2020**.

Section 2: ELIGIBILITY

- A. Eligible unit members are those active unit members in paid status in monthly salaried positions of one-half (1/2) time or more or those unit members on paid leaves receiving fifty percent (50%) or more of full salary. Unit members on District-approved unpaid leaves may continue their health, dental, vision and/or life insurance coverage by remitting the required fee to the District.

- B. Eligible dependents are:
 - 1. A unit member's legal spouse (including those individuals meeting the requirements of Section 2.B.1) who has not entered a final decree of divorce or an annulment from the unit member or an unmarried unit member's domestic partner who is not on active duty as a member of the armed forces and is not legally married to another individual. It is understood that same-sex domestic partner coverage shall be subject to all eligibility rules and requirements established under this agreement and that such rules and requirements shall extend to all plans and coverages provided in this Article whether contracted through the San Diego County Schools Voluntary Employee Benefits Association (VEBA), or such other mutually agreed upon benefits program self-funded by the District or directly contracted by the District.

The Parties' intent is to recognize that eligibility shall be determined in accordance with state law. As such, the Parties agree that during the term of the Agreement, unless and until there is a clarification or change in the law, domestic partners will continue to be eligible for the same benefits afforded legally married spouses. The Parties agree that a current unit member's domestic partner will cease eligibility for benefits at the end of the plan year during which the State Legislature clarifies or eliminates requirements regarding offering benefits to domestic partners and legally married spouses.

For the purpose of this Section, filing of a Declaration of Domestic Partnership with the Secretary of State of California is considered equivalent to legal marriage. Where a Declaration has been filed by an employee and their domestic partner and is considered to be in effect under state law, the term "legal spouse" shall be considered applicable, and supersede references to "domestic partner", except as it applies to federal COBRA eligibility. Current state law allows Declarations to be filed by opposite sex domestic partners where one or both are over sixty-two (62) years old and meet the eligibility requirements for old age benefits under the Social Security Act.

Article 9 – Health and Welfare Benefits
Section 2.B.2

2. For medical benefits, a unit member's unmarried child (including any stepchild, child of the unit member's domestic partner as defined in Section 2.B.1., legally adopted child, or child for whom the unit member is named legal guardian by court order) who has not attained his/her **twenty-sixth (26th)** birthday and is not covered for benefits as an employee, and is not on active duty as a member of the armed forces, and is not enrolled in another benefits plan.
3. For dental benefits, vision benefits, and optional dependent life insurance, a unit member's unmarried child (including any stepchild, child of the unit member's domestic partner as defined in Section 2.B.1, legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at least nineteen (19) years of age but less than twenty-five (25) years of age (less than twenty-three [23] years of age for optional dependent life insurance), is primarily dependent upon the unit member for support and maintenance, and attends an accredited college, university or vocational/technical school as a full-time student. The vocational/technical school must be approved by the State Department of Education. Effective January 1, 2014, the maximum age for a unit members' unmarried child shall be modified to "but less than twenty-six (26) years of age."
4. A unit member's unmarried child (including any stepchild, child of the unit member's domestic partner as defined in Section 2.B.1, legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at **least** twenty-six (26) years of age, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of mental or physical disability **and has been approved by the medical carrier as totally disabled** prior to age twenty-six (26).

C. Effective date and termination of coverage:

1. For unit members whose first day of paid service in a monthly salaried position occurs from the 1st of the month through the 15th of the month, coverage will commence on the first day of the month following the first day of paid service in a monthly salaried position. Unit members hired after the 15th of the month will become eligible for benefits effective the first day of the second full month of employment.
2. Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later.
3. A unit member having established eligibility for District benefits will have coverage for the balance of the month in which the last day in paid status occurs when separating from a bargaining unit position or initiating an unpaid, long-term leave of absence.

4. For unit members subject to layoff, coverage will terminate on the last day of the month in which the effective date of the layoff occurs (except if the layoff occurs in June or July, District-paid coverage will continue through September 30 of the same year).
5. Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.
6. For purposes of beginning or terminating coverage, unit members who are on a Family Care Leave or otherwise approved for District-paid coverage by Board resolution, are treated as if the unit member is in paid status.
7. If a unit member does not enroll for coverage for self and eligible dependents under a District-sponsored medical, dental, and/or vision plan within thirty-one (31) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next open enrollment period in either October, November, or another period mutually agreed to by the Parties.

Section 3: MEDICAL BENEFITS PLANS

- A. The Parties agree to mutually determine a medical benefits administrator. Currently, it has been mutually agreed between the Parties that medical benefits will be offered solely through the San Diego County Schools Voluntary Employee Benefits Association (VEBA). In the event that the Parties mutually agree to select an alternative benefits program, the District shall pay an equivalent cost allocation for the agreed-upon medical plan options.
- B. Consistent with the cost allocation set forth in Section 1 above, the District will provide three (3) medical benefit plan options, if made available through the VEBA Program, to eligible unit members and eligible dependents:
 1. Kaiser HMO
 2. United Health Care HMO
 3. United Health Care PPO
- C. The District shall pay the cost of the VEBA medical plan option selected. In the event that the Parties mutually agree to select a plan administrator or program other than VEBA benefits, the District shall continue to pay the same cost allocation for the agreed upon medical plan options.
- D. The Parties agree to the following as presented and explained to the Health and Welfare Benefits Committee by the VEBA administrator's letter of September 9, 2009. Specifically:

1. A \$100/month payment **by the unit member** for those who waive coverage through another employer, in exchange for **cash**, under the parameters/protections established by the Health and Welfare Benefits Committee, up to a maximum of \$1,000.00 per fiscal year.
 2. The change to the dual-coverage provision as proposed by VEBA, under the parameters/protections established by the Health and Welfare Benefits Committee **described in Section 7.B.**
- E. If unilateral changes to benefits are made by the third party administrator that result in actual savings to the District beyond those realized through the benefit changes in Section 3.D (above), the amount of savings generated by the Association shall be paid to unit members in the form of a lump sum payment during the applicable contract year. Savings are realized if the actual costs incurred during the plan year following the unilateral plan changes are less than current year costs before the unilateral change. Savings defined under this clause do not include any changes realized as a result of administrative changes, operational efficiencies or accounting changes implemented by the third party administrator. The lump sum payment shall be determined by calculating the benefit expense savings attributable to the Association and converting that amount to an equal percentage increase to each cell of the salary schedules. That percentage amount will determine the lump sum payment for each unit member. Savings shall be determined after the open enrollment period is completed, and the lump sum payment for the year shall be paid on or before June 30th of the contract year following the completion of the plan year.

Section 4: DENTAL BENEFITS PLANS

- A. The District will provide three (3) dental benefit plan options to eligible unit members and eligible dependents:
 1. Delta PPO
 2. Western Dental Plan
 3. Delta HMO
- B. The District shall pay the full cost of the dental plan option selected, unless modified by the Parties. The District shall pay the cost of the dental plan option selected consistent with the cost allocation set forth in Section 1 above.
- C. The Western Dental Plan option in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement unless otherwise agreed to by the Parties.

- D. Effective July 1, 1992, a unit member who retired on or after June 1, 1992, or who retired prior to that date and has maintained continuous coverage under a District-sponsored dental plan as a COBRA beneficiary through June 30, 1992, may continue participation in a District-sponsored dental plan by remitting payment to the Benefit Department at the contribution rates established by the District.

Section 5: LIFE INSURANCE

- A. A life insurance provider mutually agreed upon by the Parties will provide group term life insurance policy equal to annual salary or seven thousand, five hundred dollars (\$7,500.00), whichever is greater, in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement unless otherwise agreed to by the Parties. Annual salary shall be the monthly salary in effect on the last day of paid service times the number of months in the unit member's normal assignment year.
- B. Unit members may purchase, through payroll deduction, additional employee and dependent life insurance under conditions specified by the carrier and the District. The plan shall provide various levels of coverage which the unit member may choose to purchase, portability, and the payment of accelerated death benefits to terminally ill unit members/dependents.

Section 6: VISION PLAN

The Vision Service Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement, unless otherwise modified by the Parties. The District shall pay the cost of the vision plan option consistent with the cost allocation set forth in Section 1 above.

Section 7: GENERAL

- A. Medical, dental and/or vision records of unit members and their dependents relating to benefit claims shall be maintained only in the offices of the medical, dental, or vision providers/carriers or third party administrators contracted to provide claims processing and review services.
- B. When two (2) employees are spouses and are both eligible for a benefit plan based on their employment with the District:**
- 1. Under the dental and vision plans provided in this Agreement, each spouse can cover the other as a dependent provided they are both employee members of the plan. Dependent children may be covered as dependents under both parents.**

2. **Under the medical plans provided in this agreement each spouse can choose his or her own medical benefits plan. Dependent children may be covered under one parent or the other but not under both.**
- C. Unit members and unit members on leave of absence enrolled in the medical plans referred to in Section 3 or the dental plans referred to in Section 4 may elect to change plans only during the annual open enrollment period. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Section 3 or the dental plans referred to in Section 4 may elect to change plans only during the annual open enrollment period.
- D. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- E. A spouse of a deceased unit member, or a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees' Retirement System), at the time of his or her death may continue participation in the medical and dental plans referred to in Sections 3 and 4. To qualify under this provision, all of the following requirements must be met:
1. The unit member or retiree must have been covering his/her qualified dependents under one of the medical or dental plans referred to in Sections 3 and 4 at the time of his/her death.
 2. The spouse must notify the Employee Benefit Department within thirty-one (31) days of the date when coverage would normally terminate, that coverage should be continued.
 3. Required contributions must be received by the Employee Benefit Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District.
- F. Unit members who are separated due to a reduction in force may continue their group medical coverage for up to eighteen (18) calendar months beyond the date coverage would have normally terminated by paying the required monthly fee to the District (COBRA).

Section 8: RETIREE MEDICAL FUND

- A. PORAC Retiree Medical Trust. The SDSPOA and the District agree that saving for retiree medical benefits shall be the responsibility of both Parties. Pursuant to this agreement and following ratification of this agreement, the District shall cease paying into the previously established District Retiree Medical Fund (held in trust for the Association in District assets) (hereafter "District Fund"). In its place, the SDSPOA shall join the Peace Officer's Research Association of California (PORAC) Retiree Medical Trust (RMT). The PORAC Joinder Agreement shall be between the SDSPOA and PORAC RMT and the District will

acknowledge the funding to the PORAC RMT established in this agreement and agree to make certain contribution reports to the PORAC RMT.

- B. The purpose of the RMT shall be to provide for retiree health expense reimbursement benefits. The RMT shall be and remain separate and apart from any SDUSD health insurance funding program, unless changed by mutual agreement of the parties to this agreement. There shall be no **unit member** election to take the transfer amount from the District Fund in cash, in lieu of depositing into the RMT.
- C. Monthly Contributions to PORAC RMT. The District shall make a monthly contribution of \$100.00 per **unit member**, combined with a mandatory **unit member** contribution of \$50.00, on a pre-tax basis to the PORAC RMT, totaling \$150.00 per employee per month.

The District shall remit the above contributions directly to the PORAC RMT for the duration of this agreement. The District shall remit the contributions monthly, following the payroll confirmation process, in one aggregate payment directly to the custodian of the PORAC RMT. In addition, the District shall submit a monthly report of contributing employees to the PORAC RMT Trust Office.

- D. District Fund Eligibility. After the PORAC RMT receives the first monthly payroll contributions, the District will cease to set aside any monies for retiree healthcare for current or future SDSPOA **unit members**, except as set forth in this agreement. Any retired SDSPOA **unit member who retired prior to June 7, 2016 that were** utilizing the funds held in the District Fund shall continue to receive \$250.00 per month to reduce the cost of the District purchased medical plan, until such time as the retired **unit member** is no longer eligible. These retired **unit members** will not be eligible to participate in the Association/PORAC RMT benefits.
 - 1. A retired **unit member** who meets all of the following conditions will be eligible for this benefit.
 - 2. The unit member, immediately upon separation from the District, began to receive a service retirement benefit from the Public Employees' Retirement System (PERS) or the State Teachers' Retirement System (STRS).
 - 3. The unit member had fourteen (14) years of paid monthly salaried service with the District of which the last 365 calendar days of such service (including the unit member's normal recess periods) must have been in a monthly salaried position of one-half (**1/2**) time or more. For the purposes of this paragraph only, an unpaid leave of absence shall not count toward the fourteen (14) years of continuous service nor shall it be considered a break in such service.

4. The unit member's retirement effective date with PERS or STRS is on or after July 1, 1986.
5. The unit member is under age sixty-seven (67) as of the retirement effective date with PERS or STRS except that retirees age sixty-five (65) and over whose retirement effective date occurred after June 30, 1998, shall be required to enroll in/purchase both Parts A and B of Medicare to continue in this program.
6. The unit member was covered under a **District-sponsored** group medical plan as an employee immediately prior to the retirement effective date under PERS or STRS and chooses to maintain coverage under such plan as a retiree by executing the appropriate form and making the required contribution to the District.

Section 9: LONG-TERM DISABILITY INSURANCE

The District shall remit to the Association an amount equal to the full cost of the Peace Officers' Research Association of California's (PORAC) long-term disability insurance plan, not to exceed \$30.00 per month, multiplied by the number of represented positions in the unit receiving such insurance. The District shall report as income on each unit member's W-2 form the yearly amount paid to the Association on that unit member's behalf. The Association shall maintain in full force and effect the PORAC long-term disability plan in which its members were enrolled on July 1, 2013 for the term of this Agreement. In the event that the Parties desire to change the LTD insurance provider, they shall meet and confer with one another.

Section 10: DISTRICT-WIDE HEALTH AND WELFARE BENEFIT ADVISORY COMMITTEE

- A. The Parties agree to the appointment of a **District-wide Health and Welfare Benefit Advisory Committee** composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall work toward maintaining quality benefits while reigning in the increased cost of such benefits. The Committee shall meet in accordance with a meeting schedule established by the Committee.
- B. The Committee will review district health and welfare benefit programs and may meet with plan providers and outside consultants to become informed on the plan provisions, financing, agreements with providers, and other appropriate plan details.
- C. The Committee may develop advisory recommendations from time to time regarding modifications to the health and welfare benefit programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group. Recommendations by the Committee that are intended to be part of the open enrollment shall be made no later than ninety (90) days prior to the start of open enrollment of the same year. The date can be extended to allow a minimum of thirty (30) calendar days from the date the

Committee receives all three (3) medical benefit premium amounts from the mutually agreed upon provider/administrator.

- D. The Committee may review and make recommendations regarding all contracts with carriers prior to adoption by the Board of Education.
- E. During the term of this Agreement, the Parties agree to research creative ways to reduce the cost of the benefits program.

Section 12: FLEXIBLE SPENDING ACCOUNTS

The District shall maintain Health and Dependent Care Flexible Spending Accounts (FSAs) in accordance with Section 125 of the Internal Revenue Code. Unit members eligible to avail themselves of this program are those unit members in paid status in monthly salaried positions of one-half (1/2) time or more.

The FSA Plan year shall be the calendar year. An annual election period shall be held during the **annual open enrollment period**. For newly eligible unit members, **the election period** shall be the thirty-one (31) day period following the date they first become eligible. During each election period, eligible unit members shall make a written election to decline or to participate in this Program. Unit members who do not elect to participate when first eligible will not have the opportunity to do so until the next annual election period.

During an election period, unit members who wish to participate shall designate the portion of their calendar year salary which they wish to have redirected to a Health and/or Dependent Care FSA (up to a maximum per plan year allowed by law). Such amount shall serve to reduce the unit member's salary on a pro rata basis each month except July and August.

An administrator mutually agreed upon by the Parties shall administer the FSAs. In accordance with IRS regulations, any money remaining in a unit member's FSA ninety (90) days after the close of the plan year shall be forfeited and shall be used by the District to offset the administrative costs of the program. The Association reserves the right to review annual **District** records pertaining to any savings/expenses related to this Program.

10. SAFETY CONDITIONS OF EMPLOYMENT

Section 1: MAINTENANCE OF WORK LOCATIONS

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

Section 2: MAINTENANCE OF SPECIAL PURPOSE FACILITIES

The District agrees to maintain facilities and equipment in a safe and sanitary condition in currently operational lunchrooms, restrooms, lavatories, and break facilities for unit member use.

Section 3: SAFETY EQUIPMENT, CLOTHING AND DEVICES

The District agrees to furnish safety equipment, clothing, and devices required by law to maintain a safe and healthy environment for its employees and to comply with all local, state, and federal statutes regarding such safety items. In turn, all unit members agree to comply with all safety rules, procedures, and precautions and to use all furnished or required safety equipment, devices or clothing. Upon request of the Chief of Police or his/her designee, unit members shall promptly return any district-funded safety equipment, devices or clothing.

Section 4: NOTIFICATION OF UNSAFE OR UNSANITARY CONDITIONS

All unit members are encouraged to notify their supervisors of any unsafe or unsanitary conditions at any district work location. No reprisal of any kind shall be taken against any unit member as a result of the unit member's report of unsafe or unsanitary conditions.

Section 5: INVESTIGATION OF SAFETY PROBLEMS

The Association representative and the Chief of Police, or his/her designee, may jointly investigate any alleged safety problem affecting unit members in an attempt to arrive at a mutually satisfactory remedy.

Section 6: BALLISTIC VESTS AND FIREARMS

- A. The District agrees to provide each sworn and community service officer with a department approved ballistic vest.
- B. All sworn and community service officers shall be required to wear their ballistic vests at all times while in uniform and any officer may be required to wear a ballistic vest during special periods of time or circumstances in which the Chief of Police, or his/her designee, deems that such additional precautions are necessary for the safety and/or well-being of the officers. The District and the Association actively promote and encourage all officers to wear their ballistic vests at all times while on duty.

- C. The officer shall be responsible for the care and maintenance of the ballistic vest and shall immediately report any damage to the ballistic vest to his/her supervisor.
- D. Personnel are to have only safety equipment which meets District standards as determined by the Chief of Police. Specifically related to firearms, sworn personnel may elect to carry either a 9mm or 45mm caliber firearm from a list of no fewer than five (5) makes of each caliber established by the Chief of Police. Specific firearm models approved will be determined by the Chief of Police in consultation with the department Rangemaster. A list of approved firearms and ammunition will be maintained within the department's General Orders.
- E. Personnel electing to carry any firearm meeting District standards, but not District issued, are fully responsible for all cost(s) associated with such firearm, including any associated equipment.
- F. **Sworn personnel may purchase their primary Department-issued service weapon when they meet District retirement qualifications and separate from service and further meet the Department's current policy on the Law Enforcement Officers' Safety Act (LEOSA), and any applicable California law. Eligible personnel are sworn officers receiving a service retirement or a disability retirement. Personnel who are restricted at the tie of their retirement from carrying a concealed weapon are not eligible for this benefit. A sworn member with less than 5 years' Department service time will not be eligible to purchase their primary service weapon. The sworn member desiring to purchase their service weapon shall remit to the District, the current cost of State and Federal transfer fees (DROS Fees) in addition to \$1.00 to purchase the weapon.**

Section 7: SCHEDULING

The shift schedule for officers assigned to work nights shall not result in an officer being scheduled alone on a shift.

Section 8: PHYSICAL FITNESS

The District and the Association mutually support and endorse the concept of maintaining and improving physical fitness among all School Police unit members.

Section 9: POST CERTIFIED AGENCY

The District will continue to be a California POST certified agency throughout the term of this Agreement.

Section 10: VEHICLE COVERAGE POLICY

The District shall not require the unit member to utilize personal insurance within the course and scope of employment.

- A. The Association and District acknowledge the District is unable to provide public safety vehicles for all public safety officers. As such, officers will be called upon to utilize their personal vehicles for use within their course and scope of employment.
- B. Officers called upon to utilize their personal vehicles, shall not be required to utilize their personal automobile insurance for damages resulting from such vehicle use within the course and scope of employment. In the event of a vehicle collision or other related vehicle accident, and the District determines that at the time of the collision or accident the work being performed was solely within the course and scope of employment, the District shall indemnify the officer operating the vehicle.

Section 11: CONFIDENTIAL PERSONAL INFORMATION

Provide that all unit employees shall be designated as covered pursuant to the protections of California Vehicle Code, Section 1808.4.

11. SHIFT CHANGES, TRANSFERS AND REASSIGNMENTS

Section 1: DEFINITIONS

- A. A "shift" is defined as any of the following: an eight (8) hour, ten (10) hour, or twelve (12) hour schedule of work during a twenty-four (24) hour period of time.
- B. A "voluntary shift change" is a change in shift at the request of the unit member and not involving a change in classification.
- C. An "involuntary shift change" is a change in shift at the request of the department head and not involving a change in classification.
- D. A "rotational shift change" is a scheduled shift change to equalize opportunities for daytime, evening and night shifts.
- E. "Transfer" is a voluntary change from one campus or cluster assignment to another campus or cluster assignment.
- F. "Reassignment" is an involuntary change from one campus or cluster assignment to another campus or cluster assignment.

Section 2: INITIATION AND APPROVAL OF SHIFT CHANGES

A voluntary shift change may be requested by the unit member affected. An involuntary shift change may be initiated by the unit member's supervisor or the department head. The approval of the department head is required before an involuntary shift change is completed. Rotational shift changes are initiated by the department head.

Section 3: RIGHT OF APPEAL

- A. Voluntary shift changes - Voluntary shift changes which are denied may be appealed to the department head but shall not be subject to the grievance procedure.
- B. Involuntary shift changes - Before any request for an involuntary shift change is acted upon, the unit member must be advised in writing by the department head that an involuntary shift change is being recommended and the reasons therefor. Upon request, an opportunity will be provided for the unit member to meet with the department head's supervisor to discuss the involuntary shift change. Involuntary shift changes shall be subject to the grievance procedure.
- C. Rotational shift changes - Unit members scheduled for a rotational shift change shall accept the shift change as scheduled unless another qualified unit member voluntarily agrees to an exchange of shifts and the exchange is approved by the department head. Rotational shift changes and voluntary shift exchanges not approved by the department head shall not be subject to the grievance procedure.

Section 4: ROTATIONAL SHIFT CHANGES

In the event night work shifts are reestablished for Police Officers, the Parties shall meet and confer to discuss the manner in which rotational shift changes shall occur, and the extent to which the grievance procedure applies.

Section 5: TRANSFER AND REASSIGNMENT

- A. The District's Police Services Department transfer request process will occur in accordance with the Transfer Request General Order. Transfer requests will be given first consideration in the filling of vacancies. Transfer requests which are denied shall not be subject to the grievance procedure.
- B. Reassignment to another campus or cluster assignment may be initiated by the department head when such reassignment is deemed in the best interests of the unit member and/or the District. Before the reassignment is effected, the unit member will be given written notice of the reassignment and the reasons for the reassignment. For a reassignment resulting in a change in the unit member's starting or ending times or work location, the department head or designee shall, barring unforeseen circumstances, provide at least ten (10) calendar days advance notice to the unit member. Reassignments shall be subject to the grievance procedure. The filing of a grievance over a reassignment shall not preclude the reassignment being effected pending the outcome of the grievance.
- C. In an emergency, temporary reassignments may be initiated by the department head without the requirement of written notice. Temporary reassignments shall not be subject to the grievance procedure. Temporary reassignment shall not exceed the resolution of the emergency situation or thirty (30) days whichever is less, unless the Parties mutually agree to an extension.

12. LEAVE POLICIES

Section 1: SCOPE OF LEAVE POLICIES

The District will provide to eligible unit members the leaves set forth in this Article XII.

Section 2: SICK LEAVE

- A. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury or exposure to contagious disease as set forth in the Education Code.
- B. Full-time unit members shall accrue eight (8) hours of sick leave for each month in their assignment year. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full-time.
- C. Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay which would have been received had the unit member served during the day, except as modified by Section 11.B. of this Article.
- D. Full-salary sick leave not used shall be accumulated from year to year without limit.
- E. New unit members of the District accrue sick leave from the first of the month in which employed, provided their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave accrual starts the following month. Sick leave will be accrued to the end of the month for a terminating unit member, provided the last day of service is on or after the sixteenth (16th) of the month. Sick leave will be accrued to the end of the previous month if the terminating unit member's last day of service is on or before the fifteenth (15th) of the month.
- F. Unit members may apply for sick leave benefits in advance of accrual up to a maximum of the current year's entitlement. Terminating unit members who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of the unearned sick leave taken.
- G. In addition to full-salary sick leave, each unit member shall be entitled to one-hundred (100) half-salary sick leave days each fiscal year. The combination of full-salary and half-salary sick leave shall not exceed the following limits:

Twelve (12) month unit members 112 days

Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted. This Section G shall not apply to unit members having full-salary sick leave in excess of the limits shown above.

- H. When a permanent unit member exhausts both full-salary and any half-salary sick leave allowances, he/she may request a health leave of absence without pay for a definite period of time not to exceed one (1) year, subject to renewal for a period up to a total of two (2) years. Requests must be accompanied by a physician's statement of incapacity. Return to duty is dependent upon the physician's statement of recovery.
- I. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under the District's sick leave plan.
- J. In order to receive compensation while absent on sick leave, a unit member shall notify his/her supervisor of his/her intended absence and its expected duration; for night shift, unit member notification to the duty dispatcher is sufficient. Unless conditions make notification impossible, such notice shall be in accordance with departmental procedures. The burden of proof of impossible conditions shall be upon the unit member.

Section 3: SICK LEAVE INCENTIVE

- A. Those unit members having perfect attendance (not using any of their annual sick leave allotment) during one complete fiscal year (July 1 through June 30) shall be entitled to one (1) paid day of leave for Personal Professional Improvement (PPI) during the next fiscal year.
- B. Attendance records for determining a unit member's eligibility for a Personal Professional Improvement day will be maintained by the site or department where the unit member works. The Personal Professional Improvement day may be used at any time with the prior approval of the department head.
- C. The Personal Professional Improvement day does not accrue from year to year and must be taken prior to June 30, of the following year. If a unit member's request for the use of the Personal Professional Improvement day is denied and the denial results in the loss of the Personal Professional Improvement day, the unit member shall be paid for the day.
- D. Unit members using personal necessity leave for religious holiday observances (maximum of two [2] per school year) will continue to be eligible for the sick leave incentive.

Section 4: PERSONAL NECESSITY LEAVE

A unit member may use up to **ten (10)** days of accumulated full-salary sick leave benefits described in Section 4 of this Article 12 in any school year in the following cases of personal necessity:

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

- B. Accident involving the unit member's person or property or that of his/her immediate family of such serious nature and involving circumstances the unit member cannot be expected to disregard and which require the attention of the unit member during his/her scheduled hours of service. Included would be imminent danger to the home of the unit member occasioned by a factor such as fire or flood and demanding the attention of the unit member during scheduled hours of service.
- C. Appearance in court as a litigant or as a witness. The unit member must return to work when it is not necessary for him/her to be absent for the entire day.
- D. Serious or critical illness of a member of the immediate family calling for the services of a physician and of such an emergency nature that the immediate presence of the unit member is required during the workday. For good cause, based upon suspected abuse, supervisors may require verification by a physician's statement.
- E. Observance of a religious holiday of the unit member's faith (limited to three [3] days per year). Application must be filed no less than five (5) workdays in advance of the religious holiday.
- F. A father, upon the birth of his child, and parents, upon the adoption of a child, may use personal necessity leave.
- G. A unit member may be precluded from reporting for duty and may use personal necessity leave as a result of unpredictable and verifiable acts of nature or any other unpredictable and verifiable circumstances beyond the unit member's control.
- H. Participation in the unit member's children's school activities as described in Section 17 (Family School Partnership Act Leave).
- I. A formal education program which offers a potential benefit to the District and unit member and travel associated with such program. In order to receive approval for such leave, the unit member must provide proof of registration and a class schedule.
- J. Any unit member who uses personal necessity leave for reasons other than those specified in this Section may be subject to disciplinary action.

Section 5: MATERNITY LEAVE

Employees (birth mothers) who have been employed with the District for at least 12 months shall be granted three (3) consecutive work weeks of leave with pay immediately following the birth of her child.

Section 6: LONG-TERM LEAVE OF ABSENCE

- A. Long-term leave of absence without pay may be granted to permanent unit members by the District for a period of up to one (1) year, and may be extended for a total period not exceeding two (2) full years (twenty-four [24] months from the beginning date of the leave except as otherwise provided in this Section). Probationary unit members are eligible only for military and parental leaves. As specified in Section 7 of this Article, after a leave without pay has been approved, the District is under no obligation to return the unit member to paid service earlier than the scheduled return date.
- B. Leaves may be granted for:
1. Professional Study. A professional study leave without pay may be granted to a unit member for a formal education program which offers a potential benefit to the District and the unit member.
 2. Parental. A parental leave of absence without pay will be granted to a unit member for the purpose of childbearing, adoption and/or childrearing as follows:
 - a. Pregnancy. A unit member who is pregnant will be entitled upon request to a leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave and, except in cases of unforeseen circumstances, shall give such notice thirty (30) calendar days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy. Return shall be determined mutually by the unit member's physician and the District.
 - b. Childrearing. A unit member is entitled, upon request and verification of child's birth date, to a long-term parental leave to begin at any time between the birth of his/her child and one (1) year thereafter.
 - c. Adoption. A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving defacto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption including any court appearance.
 3. Family Care Leave/Family and Medical Leave Act Leave.
 - a. For purposes of this Section only, the following definitions shall apply:
 - (1) "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a unit member standing "in loco parentis" who is either under eighteen (18) **years of age** or age eighteen (18) or older and incapable of self-

care because of a mental or physical disability at the time the FMLA leave is to commence.

- (2) “Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood "in loco parentis" to the unit member when the unit member was a child.
 - (3) “Spouse” means the legal husband or wife, **or domestic partner**, of a unit member.
 - (4) “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider. Under the FMLA, the continuous treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or a chronic health condition. Other conditions may meet the definition of continuing treatment.
 - (5) “Health Care Provider” means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which he/she practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services.
 - (6) “Covered Service” member means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Family Care/ FMLA Leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
- b. **With the exception of Family Care Leave taken for the purposes of parental leave as set forth in Section 6.B.3.e below, an unpaid Family Care Leave shall be granted, subject to the restrictions set forth in this Section, to a unit member who has served the District for a total of at least twelve (12) months within the last seven (7) years and has provided at least one thousand, two hundred and fifty (1,250) hours of service in the twelve (12) month period prior to the request for such leave. Family Care Leave may be granted only for the following reasons:**

- (1) Birth of a child of the unit member;
 - (2) Adoption of a child by the unit member;
 - (3) Foster care placement of a child with the unit member;
 - (4) Care of a child, parent, spouse, or domestic partner who has a serious health condition; or
 - (5) Unit member's own serious health condition.
 - (6) Military Caregiver Leave; or
 - (7) Qualifying Exigency Leave.
- c. Any Family Care Leave a unit member takes will be counted concurrently towards the unit member's annual leave entitlements under the Federal Family and Medical Leave Act of 1993 (29 U.S.C. §§ 2601 et. seq.) (except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions) and the California Family Rights Act of 1991 (Government Code § 12945.2), as amended.
- d. Duration of Leave. The Family Care Leave shall not exceed a total of twelve (12) workweeks within a twelve (12) month period, as calculated from the first date on which the unit member utilizes such leave.
- e. Family Care Leave for Birth, Adoption or Foster Care.
- (1) Family Care Leave granted for the birth, adoption, or foster care placement of a child must be initiated within one (1) year of that birth, adoption, or foster care placement.
 - (2) **A unit member may use sick leave for purposes of parental leave for a period of up to 12 workweeks.**
 - (3) **When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act “CFRA,” the unit member shall receive fifty percent (50%) differential pay for the remaining period of up to 12 workweeks of parental leave.**

- (4) **The leave is available to both full-time and part-time unit members who have completed 12 months of employment with the District. There is no requirement that the employee work 1,250 hours in the previous 12 months.**
 - (5) **This paid leave runs concurrently with unpaid parental leave under the CFRA and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12 month period.**
 - (6) **This parental leave is available to both parents and/or registered domestic partners. However, if both parents and/or registered domestic partners are District employees, they have a combined 12 work week period and must decide how to share the 12 weeks of parental leave.** These unit members will continue to be eligible to take the remainder of their individual twelve-week (12-) allotment for Family Care Leave for a purpose other than the birth, placement for adoption or foster care of a child.
- f. Family Care Leave Related to Serious Health Condition of Unit member, Spouse, Domestic Partner, Parent or Child. **An unpaid leave** related to the serious health condition of the unit member or his/her child, parent, spouse, or domestic partner may be taken intermittently or on a reduced workload schedule when medically necessary. In such a case, the unit member may be required to take the leave for periods of particular duration of the planned medical treatment. Intermittent leave is only available with the employer's approval.
- g. Military Caregiver Leave. An eligible employee who is a spouse, son, stepson, daughter, stepdaughter, parent, or next of kin of a covered service member with a serious injury or illness **is eligible for** up to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the service member. An eligible employee may take more than one period of twenty-six (26) workweeks of leave to care for a covered service member with more than one serious injury or illness only when the serious injury or illness is a subsequent serious injury or illness.
- h. Qualifying Exigency Leave. A family member of a military service member on covered active duty or call to active duty in the National Guard or Reserves is eligible for up to twelve (12) weeks of unpaid leave during a twelve (12) month period for qualifying exigencies arising out of the fact that the employee's spouse, son, stepson, daughter, stepdaughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. This leave does not extend to family members of military members in the Regular Armed Forces.

Qualifying exigencies include: Short notice of deployment; military events and related activities; childcare and related activities; financial and legal arrangements; counseling; and post deployment activities. An employee may also take up to fifteen (15) days of leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during deployment.

- i. Request for Family Care Leave. If the need for Family Care Leave is foreseeable, the unit member shall provide written notice and request for such leave at least thirty (30) calendar days in advance. If the need for Family Care Leave is not known thirty (30) calendar days prior to the date the leave must begin, the unit member shall provide written notice and request for such leave within two (2) workdays of learning of the need for the leave. In the case of an emergency, when written notice and request for leave cannot be provided in advance, written notice must be provided as soon as practicable. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member should make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of District operations, subject to the approval of the appropriate health care provider.
 - (1) In conjunction with any written notice and request for Family Care Leave due to the serious health condition of the unit member or to care for a child, spouse, domestic partner, or parent who has a serious health condition, the unit member must submit to his/her immediate supervisor certification from the health care provider of the person requiring care that includes:
 - (a) Date the serious health condition commenced;
 - (b) Probable duration of the condition;
 - (c) Estimate of the amount of time the health care provider believes the unit member needs to care for the individual, if the leave is due to the serious health condition of a child, spouse, domestic partner, or parent; and
 - (d) Statement that the serious health condition either warrants the participation of the unit member to provide care or renders the unit member unable to perform his/her job functions.
 - (2) If Family Care Leave is required beyond the initial estimated date provided by the health care provider, the unit member shall submit a new written notice and request for Family Care Leave before any additional leave will be granted. In addition, the unit member must submit a new certification from the relevant health care provider.

- (3) If the District has any reason to doubt the validity of any health care provider's certification, the District may require, at its own expense, that the unit member obtain the opinion of a second health care provider designated by the District. In the event the second health care provider's opinion differs from the original certification, the District may require, at its own expense, that the unit member obtain the opinion of a third health care provider approved jointly by the District and the unit member. The opinion of the third health care provider shall be final and binding on the District and the unit member.
- j. Return to Work. As a condition of reinstatement for a unit member who has taken Family Care Leave because of his or her own serious health condition, the unit member must provide the District with a certification from his/her health care provider certifying that the unit member is able to resume work.
- k. Reinstatement to Position. A unit member returning from a Family Care Leave shall be reinstated to the same position he/she held when the leave began or to an equivalent position with equivalent pay and other terms and conditions of employment. The District, however, shall not be required to reinstate a unit member returning from a Family Care Leave if, during the unit member's leave, the same or comparable position ceases to exist because of legitimate business reasons and, had the unit member not taken Family Care Leave, he/she would not otherwise have been employed at the time reinstatement is requested. A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to his/her seniority. Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member.
- l. Concurrency with Accrued Paid Leave. All Family Care Leave is unpaid. The exceptions are that:
- (1) A unit member may elect to utilize any accrued paid leave or the District may require the unit member to utilize accrued vacation and compensatory time hours for Family Care Leave in lieu of unpaid status; and
 - (2) If the unit member is taking Family Care Leave due to his/her own illness, the unit member may elect to utilize any accrued sick leave, or the District may require the unit member to utilize accrued sick leave hours for Family Care Leave in lieu of unpaid status.
 - (3) **Family Care Leave for birth, adoption, or foster care pursuant to Section 6.B.3.e of this Article.**
- m. Seniority Rights. Unit members shall continue to accrue seniority while on leave.

- n. Health and Welfare Benefits. The District shall continue to provide the Health and Welfare Benefits as provided in Article 9 during the Family Care Leave to a unit member who is otherwise eligible for such benefits. However, a unit member who fails to return from such leave or who works less than thirty (30) days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the unit member does not return to work is due to the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to additional Family Care Leave (either affecting the unit member or the unit member's child, spouse, domestic partner, or parent) or other circumstances beyond the control of the unit member. The District, however, will not provide such health benefits for a unit member for any leave period beyond twelve (12) weeks unless these benefits are specified by other provisions of this Agreement such as paid illness leave.
- 4. Health. All requests for health leave must be accompanied by a physician's statement of incapacity. Return to duty is dependent upon physician's written release as reviewed by the District's physician in consultation with the unit member's physician.
- 5. Public Service. Providing full-time services to other public agencies when such a leave is determined by the District to be of mutual benefit to the District and the unit member.
- 6. Other Leaves. Other leaves determined by the Superintendent to benefit the school system.
- C. The unit member will retain any prior sick leave accumulated, but will accumulate no additional sick leave rights during the leave of absence.
- D. Absent written objection by the unit member, the District shall notify the Association of a unit member's request for a long-term leave of absence prior to the Board's consideration of the issue.

Section 7: REINSTATEMENT UPON RETURN FROM LEAVE (For FMLA leaves, see Section 6.B.3.)

- A. Professional Study Leaves. A unit member returning from such leave shall be:
 - 1. Returned to the position formerly held, if vacant;
 - 2. Returned to a position of equal classification level and of similar requirements of ability and skills, if available;
 - 3. May request voluntary acceptance of a position in a lower salary grade, if available; or

4. If none of these alternatives is available, the unit member's name shall be placed at the top of the eligibility list for his/her job class for one (1) year. When vacancies occur in his/her job class, the unit member shall be considered with the top ten (10) eligible on the list.

Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member. If not selected for a regular position during the one (1) year, the unit member shall be terminated.

B. Parental Leaves (Childrearing and Adoption). A unit member returning from leave shall be:

1. Returned to the position formerly held;
2. Returned to a position of equal classification level and of similar requirements of ability and skills; or
3. May request voluntary acceptance of a position in a lower salary grade.

A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to his/her seniority. Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member.

C. Health and Pregnancy Leaves. A unit member returning from leave shall be:

1. Returned to the position formerly held;
2. Returned to a position of equal classification level and of similar requirements of ability and skills; or
3. May request voluntary acceptance of a position in a lower salary grade.

A unit member will continue to accrue seniority while on health or pregnancy leave. A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to his/her seniority. Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member.

D. Public Service and Other Leaves. Upon expiration of the authorized leave, the unit member shall be placed at the top of the eligibility list for his/her job class for one (1) year. When vacancies occur in his/her job class, the unit member shall be considered with the top five (5) eligible on the list.

Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member. If not selected for a regular position during this one (1) year, the unit member shall be terminated.

Section 8: PERSONAL BUSINESS ABSENCE

A. Two-Hour Absence (Paid).

1. A unit member may be excused from duty subject to the approval of the supervisor for personal business for up to two (2) hours without loss of pay for medical/dental appointments and occasional personal matters that cannot be handled outside the employee's regular work hours consistent with the Administrative Procedure. Such supervisor's approval shall not be unreasonably denied. For unit members working less than six (6) hours, the two (2) hours shall be reduced proportionately.
2. Any unit member who uses personal business absence without authorization shall not be paid for the time absent and may be subject to disciplinary action.

B. One-Month Absence (Unpaid).

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

Section 9: ABSENCE ON DISTRICT BUSINESS

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

Section 10: SCHEDULED HOLIDAYS

The following paid holidays will be observed annually and in accordance with the District Master Calendar:

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

*A one (1) day floating holiday will be authorized for unit members who are in a paid status on Admission Day. This floating holiday is to be used at any time on or after Admission Day with the prior approval of the department head. This holiday does not accrue from year to year and must be taken by June 30, of the fiscal year in which it is earned.

Unit members in part-time positions shall be paid for holidays in proportion to the time their employment bears to a full-time position. Paid holidays shall be those mandated by the Education Code plus three (3) declared holidays as contained in the District Master Calendar.

Section 11: PAY FOR HOLIDAY WORK

- A. Work performed by bargaining unit members on legal or declared holidays shall be considered as overtime without regard to the number of hours worked on other days of that week and shall be compensated in accordance with the overtime provisions of the salary schedule. (See Appendix A, Section 1.00.) Such holiday pay shall be in addition to the unit member's regular compensation.
- B. Any unit member who is assigned to work on a legal or declared holiday and who is absent from duty pursuant to Section 2.A. of this Article 12, shall be compensated at straight-time holiday pay and shall not have his/her accrued sick leave debited.
- C. The District recognizes a paid holiday as an eight (8) hour work day. Any unit member who works an alternative work schedule (3/12 or 4/10), who is scheduled to be off on a District recognized and paid holiday, shall be compensated eight (8) hours of straight time.
- D. For an alternative work schedule to be cost neutral on holidays but to ensure that employees do not lose income on holidays, an employee on an alternative work schedule shall utilize the appropriate number of hours of applicable leave (i.e. vacation, compensatory time) to complete their regular work day on a paid holiday.

Section 12: BEREAVEMENT LEAVE

Absence without loss of salary for a period not to exceed five (5) days may be granted to a unit member upon the death of a member of his/her immediate family (or that of the unit member's spouse's immediate family).

Section 13: IMMEDIATE FAMILY

- A. Immediate family as used in this Article shall include the following relatives of the unit member or the unit member's spouse: spouse, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, domestic partner, or any relative living in the immediate household of the unit member.

Mother and father are defined to include stepmother and stepfather and court-appointed legal guardians.

- B. When a unit member is the only known surviving blood relative of a person not listed in Section 13.A., the division head or designee may designate such relative as a member of the immediate family.

Section 14: MILITARY LEAVE

- A. A unit member shall be granted a military leave of absence for the period of required service. A unit member granted military leave of absence who has a minimum of one (1) year of service with the District immediately prior to the date on which the leave begins shall be entitled to receive his/her salary for the first thirty (30) calendar days of military duty.
- B. Return from Long-Term Military Leave. The unit member, upon release from active **military** duty, shall have the right to return to his/her position in accordance with the following:

<u>Length of Military Service</u>	<u>Requirement of Unit Member to Return to Work</u>
1 - 30 Days	First scheduled workday following release from active military duty
31 - 180 Days	Within fourteen (14) calendar days of release from active military duty
181+ Days	Within ninety (90) calendar days of release from active military duty

Upon such return, the unit member shall have all rights and privileges he/she would have enjoyed if he/she had not been absent due to service in the armed forces; however, the unit member shall not be entitled to salary for the period he/she was on leave except as noted in Section 14.A.

- C. A unit member whose spouse or domestic partner is relocated or assigned for a period of required military service is eligible for an unpaid leave of absence for a defined period of time not to exceed **twenty-four** (24) months under this Section.
 - 1. Upon their return, a unit member shall not have rights back to their position in the event the position is filled.

2. The unit member shall be placed on a “hire back” list for a period of thirty-nine (39) months (arranged in seniority order within their current job classification) to be returned to a vacant position in the same or lower job classification upon their return.
3. Upon the opening of a vacant position, the unit members, in order of return, shall be offered the vacant position in the same or lower job classification, as long as they have maintained all certificates required.

Section 15: HEALTH, DENTAL, AND LIFE INSURANCE FOR UNIT MEMBERS ON UNPAID LEAVES

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

Section 16: VACATION

- A. **Employees** will accrue paid vacation leave according to the table below.

APPROXIMATE NUMBER OF DAYS PER YEAR				
Months of Service	Hours earned per month	12 Month Employees	11 Month Employees	10 Month Employees
1-48	8	12	11	10
49-108	11.07	16.6	15.2	13.8
109-144	13.08	19.6	18	16.4
145 or more	14	21	19.3	17.5

- B. Unit members in part-time positions shall earn vacation in proportion to the time their assignment bears to a full-time position.
- C. The maximum accumulation of vacation shall be 328 hours for each unit member.
- D. Upon separation, a unit member shall be entitled to a lump sum payment for all earned but unused vacation hours. Unit members who terminate before serving six (6) months shall not be entitled to any earned vacation.
- E. Unit members shall schedule their vacation at the convenience of the District and with the prior approval of the principal, department head, or division head. To the extent possible and with due consideration to workload and the need for a substitute, unit members may request their vacation at any time during the school year.
- F. A unit member who, while on vacation, has suffered a disability, injury, or illness may request that sick leave credits be substituted for vacation during each day of such disability.

A statement from a licensed physician fulfilling these requirements may be requested by the supervisor.

Section 17: FAMILY SCHOOL PARTNERSHIP ACT LEAVE

A unit member who is a parent, guardian, or custodial grandparent of one or more children in Kindergarten through Grade 12 shall be permitted to take up to forty (40) hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of his/her children attends under the following circumstances:

- A. The unit member may elect to utilize existing vacation (if applicable), personal business leave, personal necessity leave, or time off without pay for this purpose.
- B. The unit member shall give reasonable advance notice to his/her immediate supervisor of the planned activity including the date and anticipated duration of the unit member's absence.

Section 18: CATASTROPHIC SICK LEAVE BANK

- A. The purpose of the Catastrophic Sick Leave Bank is to create a bank of donated sick leave days which may be used by unit members suffering from a catastrophic illness or injury.
- B. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from performing his/her duties.
- C. Membership in the Catastrophic Sick Leave Bank.
 - 1. Initial Donation Period. Any existing unit member who wishes to participate or continue membership in the Catastrophic Sick Leave Bank shall donate one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the month of February 2016. After the Initial Donation Period, the first three (3)-year donation cycle shall commence in March 2016 and end on December 31, 2018. Existing or new unit members may donate to the Bank at any time during the cycle.
 - 2. Three Year Cycle. Following the Initial Donation Period and first donation cycle, additional donations shall be made on a three (3)-year cycle (January 1, 2019; January 1, 2022, etc.). The unit member's donation shall be automatically renewed every three (3) years in order to maintain membership in the Bank. The participant may opt out of the automatic renewal during the District's Health and Welfare Benefits Open Enrollment period prior to the automatic renewal. Withdrawal from the program will be effective on January 1 of the new cycle.

3. Additional Donations. Following the Initial Donation Period, additional donations may be requested when the balance in the bank drops below two-hundred (200) days.
 4. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.
 5. The unit member acknowledges that the donation is irrevocable.
 6. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.
 7. Donations to the Catastrophic Sick Leave Bank will not adversely affect a unit member's eligibility for sick leave incentive under Article 12, Section 3.A of this Agreement.
- D. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:
1. The unit member must have exhausted all paid leaves including all half-salary sick leave.
 2. The unit member must have donated at least one (1) full salary sick leave day or full salary vacation day to the Bank either during the Initial Donation Period or during any subsequent donation period. In order to be eligible, a member must have made the donation during the current three (3)-year cycle in which withdrawal is being requested.
 3. New participants must be a member of the Bank for at least ninety (90) days prior to being approved to withdraw days from the Bank. Exception: Participants who are current members of the Bank and who chose to make a donation in February 2016 during the Initial Donation Period will have the ninety (90)-day waiting period waived.
 4. The unit member must submit a written application to withdraw days from the Bank to the Chief Human Resource Officer, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The Chief Human Resource Officer, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.

5. The Parties encourage unit members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) to apply for benefits at their earliest opportunity. Upon approval of STRS or PERS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Sick Leave Bank shall cease.

E. General Provisions.

1. Withdrawal of Days from the Catastrophic Sick Leave Bank.
 - a. Applicants may request up to twenty (20) full salary, donated sick leave days from the Catastrophic Sick Leave Bank. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.
 - b. Applications will be accepted and processed on a first-come, first-served basis.
 - c. Unit members may receive only one credit of forty (40) days in any school year. Any unit member who has accessed a bank of forty (40) days in any one (1) school year shall not be approved for additional withdrawals from the bank in a subsequent school year until all other pending applications have been processed.
2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their regular rate of pay for each Catastrophic Sick Leave Bank day used.
3. Unit members receiving compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Sick Leave Bank until exhausting all such benefits.
4. A unit member whose application for paid catastrophic sick leave is denied may request that the decision be reviewed by the Contract Administration Committee (CAC). The CAC shall ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member's application. The CAC's decision shall be final and binding.
5. Days from the sick leave bank shall be authorized on a first-come, first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.

- F. The Parties will review the program annually, in July, and the Parties may mutually agree to negotiate appropriate modifications to the program, which shall require formal ratification by the Association and adoption by the Board of Education. If, during the annual review, it is determined that the Bank has maintained a balance sufficient to sustain withdrawals, the parties may agree to extend the three (3)-year donation cycle and not require an additional donation in the year in which it is due.

- G. The provisions of Sections **18** D.4 and E.5 which relate to the application process and the approval of applications for the use of days from the **Catastrophic Sick Leave Bank** shall not be subject to the grievance procedures contained in Article 14 of this Agreement.

13. PERFORMANCE EVALUATION PROCEDURE

Section 1: SCHEDULED PERFORMANCE EVALUATION

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

- A. Probationary Unit members. Performance evaluation reports shall be submitted prior to the end of the third (3rd) month and one (1) month prior to completion of the probation period.
- B. Permanent Unit members. Performance evaluation reports shall be submitted every year on the anniversary date of the unit member's current assignment.

Section 2: PRE-EVALUATION COUNSELING

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

Section 3: SPECIAL PERFORMANCE EVALUATION

A special report for a unit member may be prepared at any time by his/her supervisor. Such evaluation reports may be used to provide a record of either a marked deterioration or a significant improvement in unit member performance between regularly scheduled evaluations, or for recording formal commendations for outstanding performance.

Section 4: OPPORTUNITY TO REVIEW AND DISCUSS

The evaluation report shall be filled out and signed by the supervisor and discussed with the unit member. The unit member will sign the evaluation report certifying that he/she has had the opportunity to review and to discuss the rating entries and has been provided a copy of the report prior to transmittal to the Human Resource Services Division.

Section 5: HIGHER LEVEL REVIEW

All performance evaluations shall be reviewed by a designated reviewing official. Evaluations performed by principals or department heads who are supervisors of classified unit members shall be reviewed within the Human Resource Services Division.

Section 6: EVALUATION APPEALS

Evaluation reports express the judgment and opinions of supervisory authority, and as such are grievable only to the extent that the evaluation procedure was not followed. When a unit member believes that he or she has been unfairly or improperly evaluated, such unit member shall have the right to submit a written signed rebuttal to the report which shall be attached to the evaluation report and included in the unit member's permanent file.

Section 7: DISCIPLINE

Unit members shall have the right to have a representative of their choice present at any conference between the unit member and the District at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action. All such conferences shall be tape recorded upon the request of the unit member or his/her representative and the unit member shall be provided with a copy of the tape recording. Unit member discipline is defined as suspension, demotion, dismissal, and voluntary resignation in lieu of dismissal. When in the judgment of the District the primary purpose of the initial conference is to impose, or to recommend the imposition of, discipline against the unit member, the unit member shall first be entitled to receive written notice of said purpose and of his/her rights to representation at least twenty-four (24) hours in advance of convening the conference. This Section shall not apply to suspensions resulting from charges or arrests for criminal acts for which suspension is mandated under the law.

Section 8: PEACE OFFICERS BILL OF RIGHTS

To ensure that sworn unit members have access to the Peace Officers Bill of Rights (Government Code Section 3300 et. seq.), it shall be posted on the District website.

Section 9: PLACEMENT OF DEROGATORY MATERIAL IN PERSONNEL FILES

- A. Derogatory material shall not be entered into a unit member's personnel file unless and until the unit member is given notice and an opportunity to review, comment, and to have such comments attached to the material in question. The unit member shall be given a copy of the material and shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies only that he/she has read the material and does not necessarily indicate agreement with its contents. The unit member's review of such derogatory material, and a reasonable amount of time to prepare a written response, shall take place during normal business hours, and the unit member shall be released from duty without loss of pay for this purpose if necessary.

- B. Upon request of the unit member, letters of reprimand and materials related to disciplinary actions which are older than five (5) years, shall be placed in a confidential sealed envelope in the personnel file. Such materials remain the property of the District by law and shall not be destroyed. The sealed envelope shall be accessible only to the unit member, the Superintendent of Public Education, the Chief Human Resource Officer, Human Resource Services Division, the Chief of Police, and the District’s legal counsel. Performance evaluations shall not be covered by this provision. A log shall be kept to document access to the sealed file by any of the aforementioned authorized individuals. The District shall make reasonable efforts to give affected unit members notice of intended access; however, unit members shall not have the authority to veto the access.

Section 10: CAREER PLANNING

The Chief of Police or his/her designee shall provide law enforcement career planning counseling to any bargaining unit member upon request.

14. GRIEVANCE PROCEDURE

Section 1: DEFINITIONS

- A. A "grievance" is a claim by one or more specifically-named unit members or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement which personally and adversely affects the grievant(s).

A "group grievance" may be filed when there are mutually-agreed common questions of fact pertaining to each grievant.
- B. A "grievant" is a unit member, a group of unit members, or the Association.
- C. A "party in interest" is an employee of the District who might be required to take action, or against whom action might be taken, in order to resolve a grievance.
- D. "Division representative" means the division head or his/her designated representative.
- E. "Workday" is any day when the central administrative offices of the District are open for business.

Section 2: STEP 1 - INFORMAL RESOLUTION - IMMEDIATE SUPERVISOR

- A. A grievant and his/her supervisor, or other district administrator if appropriate, shall attempt to resolve the contractual differences or dissatisfactions in a collaborative and problem-solving mode as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement. The request to meet with his/her supervisor, or other district administrator if appropriate, shall be made within thirty (30) workdays from the date the grievant learned of, or reasonably should have known of, the act or omission giving rise to the grievant.
- B. The supervisor, or other district administrator if appropriate, shall contact the grievant within five (5) working days to schedule a mutually agreed upon date and time to meet with the employee. The agreed upon date and time shall be within ten (10) working days of contact with the grievant. The purpose of the meeting shall be to attempt to resolve, in a collaborative manner, the issues raised in the grievance. The grievant shall have the right to be accompanied by his/her association representative at all scheduled conferences.
- C. The supervisor, or other district administrator if appropriate, shall respond with a resolution within five (5) workdays of the scheduled meeting.

Section 3: STEP 2 - FORMAL - PRINCIPAL/DEPARTMENT HEAD

- A. If a satisfactory resolution of the contract issues is not reached through the informal resolution process, the grievant shall have the right to file a grievance with his/her principal or department head within ten (10) workdays following the date the grievant received a resolution response from his/her supervisor.

- B. The grievance shall be filed on a form jointly developed by the District and the Association and made available by Labor Relations Division.

The grievance shall contain a clear and concise statement of the act or omission giving rise to the grievance including the name of any involved employee, date(s), time(s) and place(s) involved in the alleged grievance. It shall also specify the Section(s) of the contract which are alleged to have been violated, the specific remedy sought by the grievant, and the reasons why the immediate supervisor's (or other district administrator's) proposed resolution, if any, is unacceptable.

- C. The principal or department head shall respond to the grievance within ten (10) workdays from the date it is received. During this ten (10) day period at least one conference shall be scheduled between the grievant and the principal or department head at a date and time mutually agreed upon by these individuals. The purpose of the conference shall be to attempt to resolve, in a collaborative manner, the issues raised in the grievance. The grievant shall have the right to be accompanied by his/her association representative at all scheduled conferences.

Section 4: STEP 3 - FORMAL - DISTRICT LEVEL

- A. The grievant may appeal the written decision rendered by filing the grievance form with Labor Relations Division within ten (10) workdays after receiving the decision. Information copies shall be sent to the grievant's principal or department head and the Association.
- B. The District and the Association shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.
- C. A conference shall be scheduled by the appropriate administrator in Labor Relations Division within ten (10) workdays after receipt of the grievance. All Parties may be represented at the conference.
- D. Within ten (10) workdays after the conference with the grievant, the appropriate administrator in Labor Relations Division shall render a proposed written decision, copies of which shall be sent to the grievant's principal or department head and the Association.

Once a grievance claim reaches Step 3, neither the scope of the grievance claim nor the remedy may be expanded at subsequent steps.

If a mutually acceptable resolution is reached at the meeting, the Executive Director, Labor Relations Division or designee, shall initiate implementation of the resolution within five (5) workdays.

In any case in which the Association did not have a representative present at Step 3, the District shall not implement a proposed resolution of the grievance until the Association has received a copy of the grievance and has been given five (5) workdays within which to file a response. If the Association files a response, the division representative shall have five (5) workdays to consider that response and make any revisions to the written decision. If no response is filed by the Association, the decision of the division representative shall become the division head's final decision on the sixth (6th) workday following the rendering of the written decision of the division representative.

Section 5: STEP 4 - MEDIATION

In the event the grievance remains unresolved after Step 3 the Association or the District may request that the State Mediation and Conciliation Service appoint a mediator to mediate the grievance. Any such request shall be made within fifteen (15) workdays after a Step 3 decision is rendered. Within five (5) workdays of receipt of a request for mediation, the District shall file with the state a request for mediation. When necessary, timeline periods in Steps 3 and 4 will be automatically extended to meet the time constraints of the mediator.

Section 6: STEP 5 - BINDING ARBITRATION

- A. If a grievance is not resolved at Step 3 or Step 4, the Association, upon written request of the grievant(s), may request a hearing before an arbitrator. The request shall be filed in Labor Relations Division within fifteen (15) workdays after the written decision from Step 3 or Step 4 is received.
- B. Within five (5) workdays after receipt of a request for arbitration, Executive Director, Labor Relations Division or designee, and the Association agree to meet and review the pending arbitration case. If no agreement is reached, the District shall request the California Conciliation Service to supply a list of seven (7) arbitrators. The arbitrator shall be chosen by allowing each Party, in turn, to strike out one (1) name until only one (1) name remains. The determination of the Party to strike first shall be by lot.
- C. The costs of arbitration shall be borne as follows:
 - 1. The District and the Association shall share equally in the payment for the services and expenses of the arbitrator.
 - 2. During any arbitration hearing conducted under this Agreement, the District agrees to release unit members without loss in compensation up to a single grievant and up to two (2) witnesses, unless otherwise mutually agreed between the Parties.

3. Upon mutual agreement, a qualified phonographic reporter shall be employed personally to record verbatim the entire hearing. Without mutual agreement, either Party may employ and compensate such a reporter.
- D. Powers and limitations of the arbitrator shall be as follows:
1. The functions of the arbitrator shall be:
 - a. to hold a hearing concerning the grievance, and
 - b. to render a binding decision within a reasonable period of time.
 2. The arbitrator shall have the power to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the Parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision or award merely because in the arbitrator's opinion such decision or award is fair and equitable.
 3. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the Parties in the presence of each other and upon arguments presented in briefs.
 4. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the fifteen (15) workday period for filing a grievance specified in Step 2 of this grievance procedure. The arbitrator shall have no power to render an award in any grievance arising before the effective date or after the expiration of this Agreement.

Section 7: GENERAL PROVISIONS

- A. Designations of representatives will be in writing. Such designations shall be entered on the grievance form at Step 2.
- B. No party shall be required to discuss any grievance if his or her representative is not present.
- C. The time allowances set forth in this grievance procedure may be extended by mutual written agreement of the grievant or the grievant's representative and the Executive Director, Labor Relations Division or designee. Conferences specified at Steps 2 and 3 may also be waived by mutual agreement.
- D. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.

Article 14 – Grievance Procedure
Section 7.E

- E. If the District does not render a written response within the limits set forth at any step of the proceedings, the grievant may advance to the next step.
- F. By mutual agreement of the Association and the Executive Director, Labor Relations Division or designee, grievances involving an action by an administrator above the level of principal or department head may be filed at Step 3.
- G. Grievances shall be filed on a mutually agreeable form which shall be provided by Labor Relations Division and the Association.
- H. No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- I. Any records pertaining to a grievance shall be kept in a grievance file separate and apart from other district records pertaining to the grievant. All grievance documents will be maintained in the office of the Executive Director, Labor Relations Division separate from grievant's other records.
- J. Wherever under this grievance procedure documents are required to be served or filed on one Party by another, they shall be accompanied by a "Proof of Service" which shall include a statement by the Party or the Party's agent that the document was personally delivered, was deposited in the United States mail with first class postage properly affixed, was deposited in school mail, or sent via email from a District email address to the Association email address on record and the date on which said action was taken. The Proof of Service shall either be in the form of an affidavit or a declaration made under penalty of perjury. Forms for Proof of Service shall be provided by the District and made available by the Human Resource Services Division and the Association.
- K. Complaints involving health and welfare benefits shall be resolved through the complaint resolution procedure which is part of each plan.
- L. Actions to challenge the Employment Regulations, procedures and policies of the District, or any provision of state, local, or federal law or to appeal the District's adherence to or application of any of the aforementioned shall not be undertaken through the grievance procedure.
- M. In the event a unit member exercises his/her right to present a grievance without the intervention of the Association, any resolution of the grievance shall not be inconsistent with the terms of this Agreement, nor shall the District agree to the resolution until the Association has received a copy of the grievance and of the proposed resolution and has been given five (5) workdays to file a response. In the event the Association's objections to the resolution are not followed, the resolution shall have no binding or precedential effect on individuals other than the grievant(s).

15. ORGANIZATIONAL SECURITY

Section 1: DUES DEDUCTIONS

Any unit member who is a member of the Association, or who applies for membership, may sign and deliver to the District **and/or the Association** an assignment authorizing deduction of unified membership and such other mutually agreed payroll deductions as may be offered by the Association. Pursuant to such authorization, the District shall deduct one-twelfth (1/12th) of such dues from the pay warrant of the unit member each month for twelve (12) months.

Section 2: NOTIFICATION OF MEMBERSHIP

- A. The Association certifies it has and will maintain individual employee authorizations, therefore the Association shall not be required to submit to the District a copy of the employee's written authorization in order for the payroll deductions described in this Article to be effective, unless a dispute arises about the existence or terms of the authorization.**
- B. The District shall rely on the information provided by the Association to add, cancel, or change dues deductions authorizations, and the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.**
- C. Written authorization for dues deductions shall remain in effect until expressly revoked in writing by the employee in accordance with the terms of the written authorization.**

Section 3: ESTABLISHMENT OR CHANGES TO DUES SCHEDULE

- A. Whenever there is a change in the amount required for the payment to the employee organization, the Association shall provide the employee adequate data on the change, sufficiently before the effective date of the increase to allow the employee an opportunity to revoke the written authorization, if desired and permitted by the terms of the written authorization.**
- B. In the event of a change to the dues schedule, the Association shall provide the District with notification of the change at the time sufficiently before the effective date of the change to allow the employer an opportunity to make the necessary changes, and with a copy of the notification of the change that has been sent to all concerned employees.**
- C. The District shall rely on the information provided by the Association to add, cancel, or change dues deductions authorizations, and the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.**

Section 4: PAYMENT OF MONIES

With respect to all **membership dues** deducted by the District pursuant this Article, the District agrees to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

Section 5: MAINTENANCE OF MEMBERSHIP

All unit members who are members of the Association or who become members during the term of this Agreement shall maintain such membership for the duration of this Agreement. Those members who currently or during the life of the Agreement use the payroll deduction method for payment of membership dues shall be required to continue their payroll deduction for the life of the Agreement.

Section 6: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

In the event that PERB adopts **regulations which impact the terms of this article**, it is the intent of the Parties **to** abide by such regulations. The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement.

Section 7: HOLD HARMLESS

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

Section 8: MISCELLANEOUS

- A. Deductions will start the next full pay period following receipt of the notification of the dues authorization from the Association.**
- B. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- C. In accordance with California Education Code 45168 (a)(6), the District shall refer all requests for changes in membership to the SDSPOA President.**

Section 9: NON-INTERFERENCE

The District and the Association further agree not to interfere with the member's choice if he/she joins or refrains from joining the Association.

16. NON-DISCRIMINATION

The District and the Association agree that the provisions of this Agreement shall apply to all members of the bargaining unit without discrimination, and in carrying out their respective obligations under this Agreement, neither Party will discriminate against any unit member because of such individual's race **or ethnicity**, age, **gender, gender identity, gender expression, sexual orientation**, nationality, **religion**, disability, **or any other recognized protected class** or for participation or nonparticipation in legitimate Association activities.

17. LAYOFF AND REEMPLOYMENT

Section 1: EXEMPTION FROM EMPLOYMENT REGULATIONS FOR THE CLASSIFIED SERVICES

Members of the School Police Services bargaining unit are exempt from Article 7, Layoff and Reemployment, of the Employment Regulations for classified employees.

Section 2: DEFINITIONS

- A. Classification. The official district title given to a class of positions and appearing on the official district class description.
- B. District Seniority. The total length of uninterrupted monthly service with the District, except as provided in Article 12, Leave Policies.
- C. Regular Classified Employee. A classified employee who is either a permanent or probationary employee serving in a position which has been approved by the Board of Education as a permanent position.
- D. Seniority Within a Classification. Total length of monthly service within current classification plus service in classifications of equal and higher salary grade.

Section 3: DECISION TO LAYOFF

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

Section 4: TIMING OF LAYOFFS AND REDUCTIONS IN HOURS

- A. Unit members to be laid off or reduced in hours shall be given advance written notice of layoff or reduction in hours as required by law, but not less than sixty (60) calendar days prior to the effective date of layoff or reduction in hours. Nothing herein provided shall preclude a layoff or reduction in hours for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff or reduction in hours resulting from causes not foreseeable or preventable by the Board, without the notice required in this Section 4.
- B. The Association shall be given the names of unit members laid off or reassigned under the provisions of this Article.

Section 5: ORDER OF LAYOFF

Unit members shall be laid off by classification according to their status in the following order: (1) substitute; (2) restricted status; (3) probationary; and (4) permanent. In the case of permanent

and probationary unit members, classification seniority will be the determining factor. In the event of a tie, the unit member with least district seniority shall be laid off.

If a tie still exists, the unit members affected shall draw lots to break the tie. The last appointed unit member in any given classification shall be laid off first. All service in the classification plus higher classifications shall count as seniority in the classification. Service in substitute status shall not count toward seniority. Regular classified unit members on layoff retain classification seniority and district seniority up to thirty-nine (39) months.

Section 6: DISPLACEMENT RIGHTS

- A. A unit member in a position which has been eliminated or reduced shall be provided displacement rights in the following order:
 - 1. The unit member shall be bumped into a vacant position or shall bump the least senior unit member in the same classification, whichever opportunity provides the highest number of hours per day and months per work year.
 - 2. When the vacancy and the least senior unit member's hours and work year are equal, the displaced unit member shall be bumped to the vacancy.
- B. If there is no vacancy or least senior unit member in the same classification, a unit member may displace the least senior unit member in the next lower classification in which he/she has served in accordance with the same order of displacement specified in Section 6.A above. A unit member demoting in lieu of layoff to a former classification will have displacement rights to his/her previous hours per day and months per work year in the lower classification.
- C. Substitute and restricted status unit members have no displacement rights.

Section 7: REEMPLOYMENT

- A. Regular classified unit members who are laid off shall be placed on the reemployment list in order of their classification seniority which shall be in reverse order of layoff. This reemployment list shall supersede the existing eligibility lists for the classification. A unit member who is laid off shall remain on the reemployment list for a period of thirty-nine (39) months from the effective date of layoff. For purposes of determining vacation accrual rate and salary placement upon reemployment, layoff shall not be regarded as a break in service. A unit member who accepts a reassignment involving loss of salary in lieu of layoff shall remain on the reemployment list for an additional twenty-four (24) months.
- B. Substitute and restricted status unit members have no reemployment rights.

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

Section 8: NOTIFICATION OF REEMPLOYMENT

A unit member who is laid off and becomes eligible for reemployment shall be notified by certified mail addressed to the last known address on file with the Human Resource Services Division of the District. Such unit members shall have five (5) workdays from receipt of notice by certified mail to respond to the offer of reemployment. Should the notice of reemployment be undeliverable or the noticed unit member not accept the offer of reemployment, the unit member's name shall be removed from the reemployment list, and the unit member shall be deemed to have resigned from the District. Upon acceptance of reemployment, the unit member shall have five (5) workdays to report for work unless the District agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District.

Section 9: MISCELLANEOUS PROVISIONS

A. Demotion in Lieu of Layoff.

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

B. Other Provisions.

1. Unit members who are laid off may apply for substitute work in any classification for which they meet the qualifications as determined by the Human Resource Director, and shall be given the right of first refusal for substitute work for which they meet the minimum qualifications.
2. Unit members on reemployment lists shall be eligible to apply for promotional examinations for which they can qualify.
3. No temporary hourly or substitute unit members shall be employed in vacant classifications in which unit members are currently laid off until exhaustion of the reemployment list for that classification, except while waiting for a response to a reemployment offer as in Section 8 above.
4. Unit members laid off or displaced from their regularly assigned position who attain a passing grade on open examinations for employment shall be provided with a five (5) point credit toward the maximum rating prescribed for such examinations in addition to all other credits. Such credit will be granted only during a thirty-nine (39) month

period following the unit member's layoff or displacement date, and shall be discontinued upon the unit member's recall or reinstatement to former classification.

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

Section 10: ERROR IN LAYOFF

- A. When it is determined that a unit member has been laid off or reduced in work hours in error, the unit member will be notified in writing and will be reinstated without loss of compensation.
- B. The unit member shall be credited with any sick leave, vacation leave and holiday leave which would have been earned but for the error in layoff or reduction in work hours.
- C. If the unit member is otherwise eligible for medical, dental, vision or life insurance, he/she will be enrolled prospectively and shall be reimbursed for any premiums paid for COBRA coverage during the period of error in layoff/reduction.

Section 11: TEMPORARY REEMPLOYMENT PROVISIONS

Unless otherwise mutually agreed by the Association and the District, unit members may be recalled for up to ninety (90) calendar days in the classification(s) from which they were laid off to perform work for which they were specifically assigned immediately prior to layoff. Such reemployment will be in reverse classification seniority order and shall bypass unit members who have been reassigned in lieu of layoff to other monthly positions. In the event the temporary work to be completed is different or new to the District's program(s), those unit members designated by the District to possess the skills necessary to perform the work will be temporarily recalled in classification seniority order.

- A. Unit members temporarily reemployed shall be placed on the same salary step of the range for their classification as that held at the time of layoff and the service increment due date adjusted for each month or major fraction thereof during the period the unit member was laid off.
- B. Unit members who are temporarily recalled shall earn vacation, sick leave and holiday pay at the same rate as earned at the time of layoff.
- C. Unit members on temporary reemployment shall be released at the completion of the available work, or ninety (90) calendar days, whichever comes first, and resume their status on reemployment lists.

Section 12: SUSPENDED REEMPLOYMENT

- A. Prior to being reemployed under the provisions of this Agreement, a unit member may suspend his/her reemployment rights for up to twelve (12) months from date of suspension.
- B. During the period of suspended reemployment, the District will bypass the unit member's name, provided there are other names on the reemployment list. If there are no other names remaining on the list, the suspended reemployment will be canceled and an offer of reemployment will be extended to the unit member pursuant to Section 8 of this Article.
- C. Those unit members who suspend their reemployment may reactivate their reemployment status at any time by delivering written notice to the Human Resource Services Division at least two (2) weeks prior to the desired reactivation date, providing it is within twelve (12) months of their original request for suspended recall.
- D. In no event shall the provisions of this Section 12 be construed to provide laid-off unit members with a longer period of reemployment rights than those provided in Section 7.A. of this Article.

Section 13: IMPACTS AND EFFECTS OF LAYOFF

- A. The Association shall be given advance notice of the names, classification, and seniority dates of unit members to be laid off or reassigned under the provisions of this Article.
- B. Upon request, the District agrees to negotiate with the Association over the impacts and effects of any layoff or reduction in hours and/or work year for unit members in the San Diego Schools Police Officers' Association bargaining unit.
- C. If during the life of this Agreement, there is a change in the Education Code which would allow an alternative method to displacement by classification seniority, the Parties agree to reopen Section 6 of this Article.

18. CONCERTED ACTIVITIES

Section 1: PROHIBITED ACTIVITIES

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

19. CONTRACT ADMINISTRATION COMMITTEE

Section 1: STRUCTURE

The Parties agree to establish a Contract Administration Committee composed of the Executive Director, Labor Relations Division or designee, Chief of Police and the Association President plus one (1) additional representative appointed by each Party.

Section 2: PURPOSE

- A. The purpose of this Committee shall be to meet periodically as needed, to resolve contract administration issues which may arise from time to time during the term of this Agreement.
- B. To provide a means of communication on matters which are of mutual concern but which are outside of the scope of negotiations, the District and the Association agree to establish a consultation process through the Contract Administration Committee. The decision to provide such a session, the date and time, the agenda, and the personnel to attend shall be determined by mutual agreement. The specific items to be discussed shall be established in advance of the meeting by the requesting Party, or Parties. In general, the consultations shall be held at times which produce the least disruption to the conduct of district business.

Section 3: AUTHORITY

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

Section 4: MEETING SCHEDULE

The Committee shall meet as determined by the Executive Director, Labor Relations Division and the Association President. Meeting times and locations shall be by mutual agreement.

20. TUITION REIMBURSEMENT PROGRAM

Section 1: TUITION REIMBURSEMENT PROGRAM

- A. The Tuition Reimbursement Fund is set aside to encourage unit members to acquire the knowledge, skills and certifications necessary to become sworn Police Officers or for other unit members to improve their job performance skills.
- B. The District will contribute \$10,000 to the fund annually. These funds will be carried over if not expended during the fiscal year up to a maximum fund balance of \$15,000.
- C. To be eligible for this program, unit members must have completed their initial one (1) year probationary period. Each eligible unit member must have a satisfactory work record with no overall "Requires Improvement" evaluation rating within the preceding twelve (12) months. Unit members receiving allowances from federal, state, or local government sources toward the same reimbursable costs are not eligible for reimbursement under this program to the extent the reimbursement would duplicate allowances from these other sources.
- D. Only course work from accredited colleges, universities, or certified police training academies approved by the State Department of Education, POST or recognized law enforcement-related seminars will be accepted for reimbursement under this program. Participation in eligible course work or seminars shall occur only during non-work time.

Section 2: NON-GRIEVABILITY

The provisions of this Article are not subject to the grievance procedure.

21. EFFECT OF AGREEMENT

Section 1: ZIPPER CLAUSE

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter within **this Agreement**.

Section 2: SUPERSESSION CLAUSE

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

Section 3: SAVINGS CLAUSE

If any provisions of this Agreement shall be found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Section 4: CHANGES, AMENDMENTS AND SUPPLEMENTS

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

Section 5: RATIFICATION AND IMPLEMENTATION

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

Section 6: DURATION CLAUSE

This Agreement shall be effective **July 1, 2018**, and remain in effect until June 30, **2020**.

Appendix A

PLACEMENT OF CLASSES ON SALARY GRADES
(Includes all changes adopted by the Board of Education through October 22, 2013)

SALARY PLAN 0401—SWORN

SALARY PLAN 0402 – NON-SWORN

PS Salary Grade	Title	PS Salary Grade	Title
017	Detective	026	Lead Police Dispatcher
015	Campus Police Officer	022	Police Dispatcher
013	Police Officer II	014	Community Services Officer
010	Police Officer I		

SAN DIEGO UNIFIED SCHOOL DISTRICT
SCHOOL POLICE SERVICES SALARY PLAN 0401

Effective January 1, 2019

MONTHLY SALARY RATES
SWORN CLASSIFICATIONS

Salary Grade	STEPS							Salary Grade
	01	02	03	04	05	06	07	
010	\$4,619.88	\$4,851.12	\$5,092.20	\$5,346.40	\$5,615.36	\$5,894.16	\$6,189.36	010
011	4,736.32	4,970.84	5,220.12	5,480.88	5,754.76	6,043.40	6,343.52	011
012	4,851.12	5,092.20	5,346.40	5,615.36	5,894.16	6,189.36	6,497.68	012
013	4,970.84	5,220.12	5,480.88	5,754.76	6,043.40	6,343.52	6,663.32	013
014	5,092.20	5,346.40	5,615.36	5,894.16	6,189.36	6,497.68	6,824.04	014
015	5,220.12	5,480.88	5,754.76	6,043.40	6,343.52	6,663.32	6,992.96	015
016	5,346.40	5,615.36	5,894.16	6,189.36	6,497.68	6,824.04	7,165.16	016
017	5,480.88	5,754.76	6,043.40	6,343.52	6,663.32	6,992.96	7,342.28	017
018	5,615.36	5,894.16	6,189.36	6,497.68	6,824.04	7,165.16	7,524.32	018
019	5,754.76	6,043.40	6,343.52	6,663.32	6,992.96	7,342.28	7,709.64	019
020	5,894.16	6,189.36	6,497.68	6,824.04	7,165.16	7,524.32	7,899.88	020
021	6,043.40	6,343.52	6,663.32	6,992.96	7,342.28	7,709.64	8,095.04	021
022	6,189.36	6,497.68	6,824.04	7,165.16	7,524.32	7,899.88	8,295.12	022
023	6,343.52	6,663.32	6,992.96	7,342.28	7,709.64	8,095.04	8,500.12	023
024	6,497.68	6,824.04	7,165.16	7,524.32	7,899.88	8,295.12	8,710.04	024
025	6,663.32	6,992.96	7,342.28	7,709.64	8,095.04	8,500.12	8,924.88	025
026	6,824.04	7,165.16	7,524.32	7,899.88	8,295.12	8,710.04	9,144.64	026

Includes 1% increase effective 1.1.19

SAN DIEGO UNIFIED SCHOOL DISTRICT

**SCHOOL POLICE SERVICES
H401 HOURLY SALARY PLAN**

Effective January 1, 2019

**HOURLY SALARY RATES
SWORN CLASSIFICATIONS**

Salary Grade	01	02	03	STEPS 04	05	06	07	Salary Grade
010	\$28.17	\$29.58	\$31.05	\$32.60	\$34.24	\$35.94	\$37.74	010
011	28.88	30.31	31.83	33.42	35.09	36.85	38.68	011
012	29.58	31.05	32.60	34.24	35.94	37.74	39.62	012
013	30.31	31.83	33.42	35.09	36.85	38.68	40.63	013
014	31.05	32.60	34.24	35.94	37.74	39.62	41.61	014
015	31.83	33.42	35.09	36.85	38.68	40.63	42.64	015
016	32.60	34.24	35.94	37.74	39.62	41.61	43.69	016
017	33.42	35.09	36.85	38.68	40.63	42.64	44.77	017
018	34.24	35.94	37.74	39.62	41.61	43.69	45.88	018
019	35.09	36.85	38.68	40.63	42.64	44.77	47.01	019
020	35.94	37.74	39.62	41.61	43.69	45.88	48.17	020
021	36.85	38.68	40.63	42.64	44.77	47.01	49.36	021
022	37.74	39.62	41.61	43.69	45.88	48.17	50.58	022
023	38.68	40.63	42.64	44.77	47.01	49.36	51.83	023
024	39.62	41.61	43.69	45.88	48.17	50.58	53.11	024
025	40.63	42.64	44.77	47.01	49.36	51.83	54.42	025
026	41.61	43.69	45.88	48.17	50.58	53.11	55.76	026

Includes 1% increase effective 1.1.19

SAN DIEGO UNIFIED SCHOOL DISTRICT

SCHOOL POLICE SERVICES SALARY PLAN 0402

Effective January 1, 2019

**MONTHLY SALARY RATES
NON-SWORN CLASSIFICATIONS**

Salary Grade	STEPS							Salary Grade
	01	02	03	04	05	06	07	
010	\$3,311.84	\$3,477.07	\$3,650.08	\$3,832.75	\$4,025.17	\$4,227.27	\$4,437.24	010
011	3,395.47	3,564.55	3,741.40	3,929.95	4,126.23	4,332.26	4,549.96	011
012	3,477.07	3,650.08	3,832.75	4,025.17	4,227.27	4,437.24	4,660.77	012
013	3,564.55	3,741.40	3,929.95	4,126.23	4,332.26	4,549.96	4,777.33	013
014	3,650.08	3,832.75	4,025.17	4,227.27	4,437.24	4,660.77	4,893.96	014
015	3,741.40	3,929.95	4,126.23	4,332.26	4,549.96	4,777.33	5,016.39	015
016	3,832.75	4,025.17	4,227.27	4,437.24	4,660.77	4,893.96	5,138.85	016
017	3,929.95	4,126.23	4,332.26	4,549.96	4,777.33	5,016.39	5,265.19	017
018	4,025.17	4,227.27	4,437.24	4,660.77	4,893.96	5,138.85	5,393.43	018
019	4,126.23	4,332.26	4,549.96	4,777.33	5,016.39	5,265.19	5,529.52	019
020	4,227.27	4,437.24	4,660.77	4,893.96	5,138.85	5,393.43	5,663.61	020
021	4,332.26	4,549.96	4,777.33	5,016.39	5,265.19	5,529.52	5,805.48	021
022	4,437.24	4,660.77	4,893.96	5,138.85	5,393.43	5,663.61	5,947.36	022
023	4,549.96	4,777.33	5,016.39	5,265.19	5,529.52	5,805.48	6,095.75	023
024	4,660.77	4,893.96	5,138.85	5,393.43	5,663.61	5,947.36	6,244.75	024
025	4,777.33	5,016.39	5,265.19	5,529.52	5,805.48	6,095.75	6,400.54	025
026	4,893.96	5,138.85	5,393.43	5,663.61	5,947.36	6,244.75	6,556.98	026
027	5,016.39	5,265.19	5,529.52	5,805.48	6,095.75	6,400.54	6,720.57	027

Includes 1% increase effective 1.1.19

SAN DIEGO UNIFIED SCHOOL DISTRICT

**SCHOOL POLICE SERVICES
H402 HOURLY SALARY PLAN**

Effective January 1, 2019

**HOURLY SALARY RATES
NON-SWORN CLASSIFICATIONS**

Salary Grade	STEPS							Salary Grade
	01	02	03	04	05	06	07	
010	\$19.11	\$20.06	\$21.06	\$22.11	\$23.22	\$24.39	\$25.60	010
011	19.59	20.57	21.59	22.67	23.81	24.99	26.25	011
012	20.06	21.06	22.11	23.22	24.39	25.60	26.89	012
013	20.57	21.59	22.67	23.81	24.99	26.25	27.56	013
014	21.06	22.11	23.22	24.39	25.60	26.89	28.23	014
015	21.59	22.67	23.81	24.99	26.25	27.56	28.94	015
016	22.11	23.22	24.39	25.60	26.89	28.23	29.65	016
017	22.67	23.81	24.99	26.25	27.56	28.94	30.38	017
018	23.22	24.39	25.60	26.89	28.23	29.65	31.12	018
019	23.81	24.99	26.25	27.56	28.94	30.38	31.90	019
020	24.39	25.60	26.89	28.23	29.65	31.12	32.68	020
021	24.99	26.25	27.56	28.94	30.38	31.90	33.49	021
022	25.60	26.89	28.23	29.65	31.12	32.68	34.31	022
023	26.25	27.56	28.94	30.38	31.90	33.49	35.17	023
024	26.89	28.23	29.65	31.12	32.68	34.31	36.03	024
025	27.56	28.94	30.38	31.90	33.49	35.17	36.93	025
026	28.23	29.65	31.12	32.68	34.31	36.03	37.83	026
027	28.94	30.38	31.90	33.49	35.17	36.93	38.77	027

Includes 1% increase effective 1.1.19

RULES AND REGULATIONS OF THE SCHOOL POLICE SERVICES SALARY PLAN

1.0 OVERTIME COMPENSATION

- 1.01 Unit members will be compensated at the rate of one and one-half (1.5) times the unit member's regular hourly rate of pay for overtime work in accordance with applicable state and federal law and the following provisions:
- 1.011 Unit members in assignments of eight (8) hours per day/five (5) days per week will be compensated for all time worked in excess of eight (8) hours on a regular workday or in excess of forty (40) hours in one (1) week, including pay for work performed on any sixth (6th) or seventh (7th) consecutive day in any workweek.
 - 1.012 Unit members in assignments of at least four (4) hours per day/five (5) days per week but less than eight (8) hours per day/five (5) days per week will be compensated for all time worked on the sixth (6th) and seventh (7th) day of the workweek.
 - 1.013 Unit members in assignments of less than four (4) hours per day/five (5) days per week will be compensated for all time worked on the seventh (7th) day of the workweek.
 - 1.014 Unit members in assignments of ten (10) hours per day/four (4) days per week will be compensated for all time worked in excess of ten (10) hours on a regular workday or time worked on the fifth (5th), sixth (6th), or seventh (7th) day of the workweek.
 - 1.015 Unit members in assignments of twelve hours per day/three (3) days per week will be compensated for all time worked in excess of twelve (12) hours on a regular twelve (12) hour workday or eight (8) hours on a regular eight (8) hour workday or time worked on the fourth (4th), fifth (5th), sixth (6th) or seventh (7th) day of the workweek (so long as these days are not required to be worked as part of the unit member's additional workday of eight (8) consecutive work hours, once every two (2) weeks.)
- 1.02 A unit member who **is required** to return to duty **as outlined in Article 8, section 6.A**, other than following a court appearance, will be compensated for a minimum of three (3) hours including travel time.
- 1.03 A full-time, unit member who has left the work site for the day or week and is called back for a required court appearance will be paid for a minimum of three (3) hours including travel time.
- 1.04 Overtime worked in units of less than six (6) minutes shall be disregarded for purposes of compensation.

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Section 1.05

- 1.05 Work performed by regular unit members on legal or declared holidays will be considered as overtime without regard to the number of hours worked on other days of that week and will be compensated at the rate of one and one-half (1.5) times the regular rate for non-exempt unit members and one times the regular rate for exempt unit members. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.
- 1.06 Compensation for overtime will include any special pay additives and may be in the form of payment by warrant or compensatory time off of equivalent value to such payment. Compensatory time off records should be maintained in the appropriate department/site office and such time off shall be permitted within a reasonable time following the day on which overtime is earned, otherwise, the unit member shall be paid by warrant. The method of compensation shall be consistent with current departmental policies and practices. Overtime worked in units of less than six (6) minutes shall be disregarded for purposes of compensation.
- 1.07 Overtime shall be held to a minimum. Approval to assign unit members to overtime work shall be obtained from the Chief of Police or designee prior to making actual assignments, except for those instances in which an emergency requires that a principal or department head call unit members back to duty after they have left the work site.
- 1.08 K-9 Handler – A unit member assigned to a position of Canine (K-9) Handler, who has been assigned department-wide responsibility for training and handling of a department police canine, shall receive a three and one-half percent (3.5%) K-9 handler differential, above the unit member's base salary rate. In addition to the differential, a unit member assigned to the K-9 handler position shall be paid for work required for the care of the canine outside of the normal work hours. As of July 1, 2015, the arrangement for after-hours care is thirty (30) minutes per day, compensated at the rate of one and one-half (1.5) times the unit member's regular hourly rate. Such hours are reported weekly via timesheet.

2.00 SPECIAL PAY ADDITIVES

- 2.01 Shift Differential - A unit member assigned to work a regular continuing schedule of four (4) hours per day or more in which four (4) hours or more of such regular shift are worked before 8 a.m. or after 6 p.m. is entitled to shift differential pay. Such differential will amount to 5% above the unit member's regular salary.
- 2.02 Hazard Pay Differential - A unit member will receive a hazard pay differential for assignment to a position designated by the Board of Education as a hazard pay position. A hazard pay position is one which: (1) continuously exposes the unit member to a specific and significant hazard, (2) is clearly dangerous to the health or well-being of any unit member so assigned, and (3) the hazard is atypical of the

Appendix A – Rules and Regulations of the School Police Services Salary Plan
Section 2.02 continued

basic occupation or job class. Such differential will amount to 5% above the unit member's regular salary.

- 2.03 Bilingual Differential - Upon recommendation by the department head, a unit member will receive a bilingual differential for assignment to a position designated by the Board of Education as requiring the ability to communicate orally with non-English speaking individuals. Such differential will amount to 5% above the unit member's regular salary.
- 2.04 Sworn POST Training Differential - A unit member in one of the Police Officer classifications who holds a Basic, Intermediate, or Advanced POST Certificate is entitled to a training differential effective on the first day of the month following the date of issuance of the certificate as follows:
- 4.0% for Basic POST.
 - 7.0% for Intermediate POST.
 - 10.0% for Advanced POST.
- 2.05 Longevity Differential - The District shall implement a five percent (5%) longevity differential for unit members that have ten (10) or more years' service with the Department. It is the responsibility of the employee to submit a written request for the longevity differential to the Chief on a form to be made available by the District and POA no sooner than thirty (30) calendar days and not later than ten (10) calendar days before the unit member's ten (10) year seniority date. An employee who submits the request form late may cause the implementation of the longevity pay to be delayed until the commencement of the first payroll period following submission of the form and shall not be entitled to any retroactive pay.
- 2.06 Anniversary Stipend
- 2.061 A unit member in an active monthly bargaining unit assignment who has reached the fourteenth (14th) anniversary of continuous monthly employment with the District, including service in restricted status positions, will be paid an annual lump sum anniversary stipend on the November monthly payroll. A bargaining unit member who separates from District service after their anniversary date but prior to payment of the annual lump sum, shall be paid the anniversary stipend on their final pay warrant. As of January 1, **2019**, this anniversary stipend is **\$715.88**.
- 2.062 A unit member in an active monthly bargaining unit assignment who has reached the nineteenth (19th) anniversary of continuous monthly employment with the District, including service in restricted status positions, will be paid an annual lump sum anniversary stipend on the

Appendix A – Rules and Regulations of the School Police Services Salary Plan
Section 2.062 continued

November monthly payroll. A bargaining unit member who separates from District service after their anniversary date but prior to payment of the annual lump sum, shall be paid the anniversary stipend on their final pay warrant. As of January 1, **2019**, the anniversary stipend is **\$1,431.76**.

Anniversary stipends shall be subject to the same percentage increases by which the salary plan is increased as set forth in Article 7, Wages, Section 1. (Current anniversary rates shall be maintained on the District's website.)

2.07 Weapons Instruction Differential

2.071 A unit member will receive a pay differential when assigned to a position designated by the Board of Education as a lethal weapons instructor or who has been assigned department-wide responsibility for leading others providing the instruction. The instructor must be certified by the State of California POST (Peace Officers Standard Training) as having successfully completed approved courses in firearms instruction. Such differential will amount to 5% above the unit member's regular salary.

2.072 A unit member will receive a pay differential when assigned to a position designated by the Board of Education as a non-lethal weapons instructor or who has been assigned department-wide responsibility for leading others providing the instruction. The instructor must be certified by the State of California POST (Peace Officers Standard Training) as having successfully completed approved relevant courses in such areas of instruction. Such differential will amount to 5% above the unit member's regular salary.

2.073 In the event the Police Chief exercises his discretion to fill the lethal and/or non-lethal weapons instructor positions, he shall assign at least one unit member to either position.

2.08 Non-Sworn Pay Differential

2.081 POST Dispatch Training Differential. A unit member in the dispatcher or lead dispatcher classifications, who holds a POST Basic, Intermediate, or Advanced POST Dispatcher Certification, is entitled to a training differential, effective on the first day of the month following the date of issuance of the certificate as follows:

- 3.5% for Basic POST.
- 4.5% for Intermediate POST.
- 6.0% for Advanced POST.

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Section 2.082

2.082 A unit member in the Community Service Officer classification, who holds a State of California 832 PC Certification, is entitled to a training differential. Such differential will amount to **5.0%** above the unit member's regular salary.

Members who hold both non-sworn certifications will only receive the larger differential of the two.

3.00 INITIAL PLACEMENT ON THE SALARY PLAN

3.01 Position Class - A unit member will be placed in the job class appropriate to the assigned position.

3.02 Experience Step - A unit member new to the District will be placed on Step "1" of the appropriate salary grade. The Superintendent may authorize a higher step placement within the appropriate grade for an especially well qualified individual in a job class for which qualified candidates are found to be in short supply. When such labor market conditions make it necessary to offer an advanced step placement, and upon acceptance by a new unit member, present unit members in the same job class as the position approved for the advanced step placement may be moved to the step equivalent to that accepted by the new unit member provided: (1) the unit member has demonstrated performance that warrants advancement; (2) the unit member has skills and abilities comparable to the new unit member; (3) advanced step placement is recommended by the Chief Human Resources Officer and approved by the Superintendent. In such cases, a new increment due date will be established.

3.03 Reinstatement - A former School Police Services unit member reinstated under the provisions of the Employment Regulations for the Classified Service will be given full credit for all directly related experienced in the San Diego Unified School District within the last ten (10) years.

4.00 SERVICE INCREMENTS

4.01 A regular monthly unit member in an assignment of four (4) hours or more per day, hired prior to July 1, 1984, will be granted a one-step salary increase on the first of the month which is concurrent with or immediately following the completion of one assignment year of service until the maximum salary for the job class is reached. A regular monthly unit member in an assignment of four (4) hours or more per day, hired or promoted on or after July 1, 1984, will be granted a one-step salary increase on his/her anniversary date, as established in accordance with the collective negotiations contract, until the maximum salary for the job class is reached.

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Section 4.02

- 4.02 A regular monthly unit member in an assignment of less than four (4) hours per day will be placed on the step “1” of the appropriate salary grade and will not be eligible for service increments.
- 4.03 A regular monthly unit member eligible for service increments in accordance with Section 4.01 and who is assigned to an exempt job class (those not eligible for premium overtime pay) and whose work performance is deemed to be outstanding may be granted a one-step salary increase at any time upon recommendation of the Superintendent and approval by the Board of Education. When such a merit increment has been granted, a new anniversary or annual increment due date will be established if such placement is at a step less than the maximum for the job class.

5.00 PROMOTION

- 5.01 A unit member who is promoted from a position on a different classified unit members' salary plan to a position on the School Police Services Salary Plan with a higher maximum salary will first have his/her salary determined in the appropriate grade of the other classified salary plan in accordance with existing regulations and then will be paid at the rate in the appropriate salary grade on the School Police Services Salary Plan which would provide an approximate 5% increase (exclusive of special pay additives) but not more than 7.5% increase. In no case shall the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.
- 5.02 A unit member who is promoted from one job class on the School Police Services Salary Plan to a job class with a higher maximum salary will be placed on the step of the higher salary grade which would provide approximately 5% (but not more than 7.5%) in amount above the unit member's salary exclusive of special pay additives at the time of promotion. If a service increment is due the unit member at time of promotion, it will be credited and applied in the determination of the new salary step.
- 5.03 If a service increment is not immediately due at the time of promotion to a higher job class, it will be granted in the higher job class on the same date it would have been granted in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the unit member has already reached the maximum step on the salary grade of the lower job class, a new service increment date will be effective on the anniversary date (first day of the month in the month promoted for unit members promoted between the first and fifteenth of the month; first day of the month following the month promoted for unit members promoted on or after the sixteenth of the month), and additional service increments due will

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Section 5.03 continued

be granted beginning one year thereafter until the maximum salary for the job class is reached.

- 5.04 A unit member who voluntarily accepts a demotion and who is promoted to the former higher job class within 36 months will be placed on the step of the appropriate salary grade that was held prior to such demotion.
- 5.05 A unit member temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class including Field Training Officer duties, for more than four (4) workdays within a fifteen (15) calendar-day period will receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by the Director, Human Resource Services Division.

6.00 PLACEMENT IN LOWER JOB CLASS

- 6.01 When a permanent unit member is reassigned to a position in a lower job class in the same type of work at the unit member's own request or if a permanent unit member is demoted in accordance with Article 6, Section 14, of the Employment Regulations for the Classified Service, the step placement on the salary grade for the lower job class will be at the same dollar rate. If the rate does not appear in the lower salary grade, the unit member will be placed on that step that will result in the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum salary for the lower job class has been achieved. If the reassignment is to a position in a lower job class with a different type of work, the step placement on the salary grade for the lower job class will be at the step that will result in the smallest reduction in pay from the current dollar rate.
- 6.02 When a permanent unit member is reassigned to a position in a lower job class resulting from reclassification of the position, or demoted in lieu of layoff, or for some other reason in the District's best interest, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additives, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half salary grade to a whole salary grade, or vice versa, the unit member's salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade, the unit member's salary, exclusive of any special pay additives, will be maintained as it was prior to demotion for a period not to exceed one year unless the maximum for the lower job class is changed to exceed the previously achieved salary. At the end of the one-

Appendix A – Rules and Regulations of the School Police Services Salary Plan
Section 6.02 continued

year period, the salary will be changed to the maximum for the lower job class. Permanent unit members so protected and who are assigned on a temporary basis, for up to ninety (90) calendar days, to a position in the job class from which he/she was demoted in lieu of layoff will be placed on the same salary step of the range for their job class as that held at time of demotion. When such temporarily reassigned unit member is again moved to the lower job class, he/she will receive the same dollar rate as was originally protected and the original one-year period will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.

- 6.03 When a probationary unit member is reassigned to a position in a lower job class for any reason, the salary step placement on the salary grade for the lower job class will be determined in the same manner as in Section 6.01.
- 6.04 Permanent/Probationary. When a permanent/probationary unit member is reassigned to a position in a lower job class resulting from reclassification of the position, or demoted in lieu of layoff, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half salary grade to a whole salary grade, or vice versa, the unit member's salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate.

The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade because the maximum rate is less than the unit member's current pay rate, the unit member's salary, exclusive of any special pay additive will be maintained as it was prior to demotion for a period not to exceed the number of months of service in the job class from which the unit member is being demoted. At the end of this period, the salary will be changed to the maximum for the lower job class.

A permanent/probationary unit member so protected and who is assigned on a temporary basis for up to ninety (90) calendar days, to a position in the job class from which he/she was demoted in lieu of layoff will be placed on the same salary step of the range for his/her job class as that held at the time of the demotion. When such temporarily reassigned unit member is again moved to the lower job class, he/she will receive the same dollar rate as was originally protected and the original period of salary protection will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.

7.00 UNDERPAYMENTS AND OVERPAYMENTS

Each unit member is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the District will issue a supplementary warrant as soon as possible for wages underpaid since July 1 of the preceding fiscal year. State law and the Bylaws of the Board of Education limit the time period for submitting claims due to underpayment of wages to one (1) year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment, the District will recover the lesser of the total amount overpaid or the amount overpaid since July 1 of the preceding fiscal year. The recovery schedule will include consideration to both the District and the unit member. The Department will timely engage the unit member upon a determination that an overpayment or underpayment was made to discuss the timing of resolution.

8.00 HOURLY AND DAILY PAY CALCULATIONS

Hourly pay rates for regular School Police Services unit members on monthly salaries and for temporary unit members assigned to job classes on the regular classified salary plan are determined by dividing the monthly rates by 173.33. (This divisor is an industry-wide norm which represents the average number of working hours in the work-month.) Daily pay rates are determined by multiplying the hourly rates by the number of hours assigned per workday.

9.00 PART-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS

9.01 A newly hired unit member will have the initial monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. A terminating unit member will have the terminal monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. Pay so determined for that month will not exceed the unit member's regular monthly rate.

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

9.03 Salary reductions for all unpaid time in accordance with negotiated contracts and District policy and procedure will involve a reduction in pay at the unit member's

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Section 9.03 continued

daily rate for each day of absence. Total reductions so determined will not exceed the unit member's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of workdays in that month. Salary reductions for 50% sick leave will be at one-half of the unit member's daily rate.

- 9.04 A unit member changing mid-year from a conventional work year schedule to a year-round schedule (or vice versa) will have the conventional assignment pay calculation (based on the mid-month promotion rule above) and the year-round pay calculation (based on a daily rate) completed so as to result in equal monthly payments for the remainder of the school year. The initial pay in the new assignment will be a balancing payment.

10.00 SERVICE AWARDS

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

11.00 EMPLOYEES TRANSFERRING BETWEEN SALARY PLANS

A unit member transferring between salary plans will be placed and continued in employment in accordance with the rules and regulations of the salary plan to which the unit member is transferring without regard to the basis for such transfer (promotion, demotion, etc.).