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Title: **San Diego Unified School District and Office-Technical and Business Services Bargaining Unit, California School Employees Association, Chapter 788 (1996) (MOA)**

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MEMORANDUM OF UNDERSTANDING
between the
SAN DIEGO UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 788
OFFICE-TECHNICAL AND BUSINESS SERVICES BARGAINING UNIT

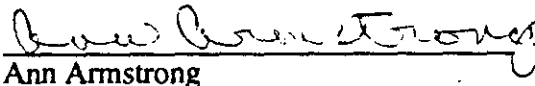
October 8, 1996

In accordance with the 1996-99 Collective Negotiations Contract between the Parties, Section 7.1.D, of the Wages Article shall be implemented as follows for the 1996/97 fiscal year:

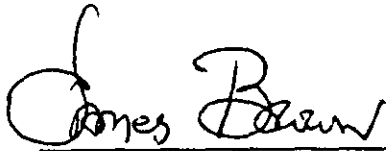
1. The 1996-97 Salary Schedules contained in Appendix A of the Agreement shall be increased by eighty-five one-hundredths percent (.85%) retroactive to July 1, 1996.
2. This percentage increase represents the projected amount agreed upon by the Parties of new Revenue Limit Equalization and Revenue Limit Deficit Reduction funding anticipated by the District for the 1996/97 fiscal year, converted into an equivalent rate for all employees.
3. The percentage increase specified above will be implemented in November 1996 prior to the District's official calculation which will be made after the P-2-ADA report. In the event that the the District's official calculation is less than or exceeds the percentage increase specified above, the Parties agree that no additional salary increases or decreases will occur.
4. In the event that Proposition 98 revenues to the state exceed the estimates contained in the adopted 1996-97 state budget, and such funds are allocated by the state to Revenue Limit Equalization Aid and/or Revenue Deficit Reduction, then Section 7.1.D. shall apply.

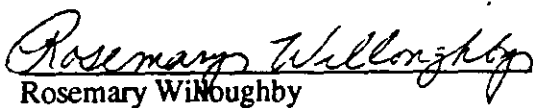
FOR THE DISTRICT


Ruth G. Peshkoff
Employee Services Director
Human Resource Services Division


Ann Armstrong
President, Board of Education
San Diego Unified School District

FOR THE ASSOCIATION

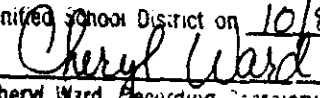

James Brown
Staff Representative
California School Employees Association


Rosemary Wiloughby
President, Chapter 788
California School Employees Association

Adopted by the Board of Education

Date: October 8, 1996

RGP:ph

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 10/8/96

Cheryl Ward, Recording Secretary
Board of Education

JAN 29 1997

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN DIEGO UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

The San Diego Unified School District (the District) and California School Employees Association (CSEA) hereby agree that seniority dates within the classified service for employees performing the work of the Office, Technical and Business Services (OTBS) unit shall be reviewed pursuant to this agreement and the attached guidelines.

DEFINITIONS

1. "Hire date" means the initial date that the worker was hired by the District in any capacity. If a worker is rehired after resignation, termination or retirement, "hire date" means the most recent hire date.
2. "Classification" means a group of positions with the same title performing similar duties within the classified service.
3. "Classification seniority date" means the first date on or after the hire date that the worker performed work of the particular classification for the District that did not fall within any express statutory exemption from the classified service.
4. "Classification seniority" means current total length of service in the classification from the classification seniority date, plus all seniority in higher-paid classifications.
5. "District seniority" means current total length of service from the earliest classification seniority date in any classification.
6. These definitions prevail over any conflicting definitions in Article XVI of the collective bargaining agreement.

TERMS


1. Each party shall appoint an equal number of representatives to a joint committee (the Committee) to implement this agreement. CSEA committee members shall be given reasonable paid released time for the work of the Committee.
2. The Committee shall identify all OTBS classified workers currently employed by, on a leave of absence from, or on a reemployment list of the District who were employed by the District outside its classified service for any period of time after their hire dates.
3. The Committee shall identify the reason(s) each such classified worker was excluded from the classified service for any portion of their employment.
4. The Committee shall verify from District records whether each exclusion from the classified service falls within a statutory exemption from the classification requirement.
5. In every case where District records are inadequate to support a statutory exemption, the classification seniority date shall be changed to include the period of employment within the classified service.
6. The Committee shall also review the status of all workers who were never treated by the District as part of the classified service after July 26, 1992, but who were employed by the District for any period of time after July 26, 1992 to perform the same duties performed by classified workers in the OTBS unit.
7. In every case where District records are inadequate to support a statutory exemption justifying the failure to assign a classification seniority date to a worker referenced in paragraph 6, above, an appropriate classification seniority date shall be assigned to include the period of employment within the classified service.
8. Once all changes to and additions of classification seniority dates have been made, all workers whose names appear on the revised seniority lists shall be notified and provided a ten (10)-day period after receipt of adequate notice to appeal the seniority determinations to the Committee.

9. After the Committee has responded to the appeals, the seniority lists as determined by the Committee following the appeals shall be presumed to be correct.
10. Classified workers in the OTBS unit who have a classification seniority date corrected from a date after July 26, 1992 to an earlier date and workers assigned an initial classification seniority date pursuant to paragraphs 6 and 7, above, shall be paid for all wages, benefits and other emoluments of employment lost after July 26, 1992 as a result of their improper exclusion from the District's classified service.

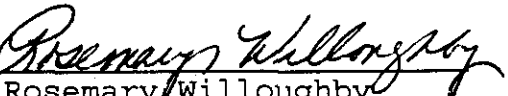
This agreement is entered into on the 24th day of September, 1996.

THE SAN DIEGO UNIFIED
SCHOOL DISTRICT

BY: 
Ruth Peshkoff, Director
Employee Services

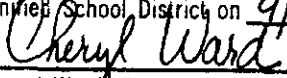
BY: 
Ann Armstrong, President
Board of Education
San Diego Unified School District

CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION

BY: 
Rosemary Willoughby
President, CSEA Chapter 788

BY: 
James Brown
CSEA Staff Representative

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 9/24/96.


Cheryl Ward, Recording Secretary
Board of Education

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**GUIDELINES FOR THE REASSIGNMENT OF
SENIORITY DATES WITHIN THE CLASSIFIED SERVICE
(OTBS Unit)**

GOAL OF RESEARCH: Account for all time served as an hourly employee. Within the rules established below, determine whether the service was consistent with Education Code classified service exemptions and, if not, determine how the service should be applied to seniority within each classification and to district seniority.

GENERAL RULES

1. The work histories of all Office, Technical and Business Services (OTBS) employees will be studied. Included in the review are current supervisors and confidential employees with prior service in the OTBS unit. Also included are all hourly employees who were never included in the bargaining unit after July 26, 1992 but were employed after that date to perform the same duties as bargaining unit employees.
2. Many employees have current hire dates that are the same as their seniority dates. Do not exclude these employees as errors have frequently been found in the current hire dates. For work performed from 1974 until the present, the current hire date can be verified (within the month) by examining microfiche payroll records.
3. Do not exclude employees on leaves of absence or reemployment lists.
4. The terms and definitions of the SDUSD/CSEA memorandum of understanding dated 9/24/96, prevail over conflicting language in these guidelines.

DATES TO BE REASSIGNED

1. Classification seniority date
2. District seniority date

SOURCES OF INFORMATION

1. Departmental files

To the extent that a particular department maintains employee files that contain relevant information, such as copies of assignment authorizations or personnel action forms, these files may be helpful in researching seniority dates. Much of the information contained in such files is available elsewhere but is not so easily accessible.

2. Human Resources Services Division file

A limited amount of information is contained in files in HRSD. These files are useful for documenting separations, original hire dates and original classifications. Beyond that, they have little value.

3. Microfiche pay records

Payroll information on microfiche does not extend back beyond 1974. The microfiched pay histories will tell if the employee was in paid status and under what group (classified hourly, classified monthly, certificated hourly, food services monthly, food services hourly). Note: The term "classified hourly" is an oxymoron used by Payroll. One is either classified or hourly, not both. The microfiche records are helpful in reviewing separations, current hire dates, continuity of service, and to determine prior service in another classification. Microfiche records will rarely tell you where the employee was working while hourly. Generally, all hourly work was reported as location 000 or 998.

4. Employee History (microfiche)

Microfiched employee histories provide a comprehensive record of classified assignments of current employees (excludes hourly service). These records are useful in documenting original classification, promotions, demotions, temporary out of class, and layoffs. In addition, the records show restricted status assignments that have been converted to regular status. The information contained in these records should be verified, where possible, by other documentation (i.e. personnel action forms, assignment authorizations) as errors in status codes and dates have occasionally been found.

5. Mainframe

The on-line personnel system contains information that is limited to assignments since July 1, 1988, including hourly assignments.

6. Information supplied by the employee

When all other sources of information have been exhausted and employee history is still not complete, it will be necessary to ask the employee to provide additional information (i.e. pay stubs, personnel action forms). If the employee cannot provide documentation but does have a recollection of their former work, the information gained may be useful in researching other records (i.e. timesheets from archives).

APPLICABLE EDUCATION CODE EXEMPTIONS FROM THE CLASSIFIED SERVICE

Students

"Student worker" is defined as a person employed part time by the District who is a full time college student. Full time student status is generally recognized by college institutions to be enrollment in not less than 12 course units each semester or equivalent.

Substitutes

"Substitute" is defined as a person employed by the District for not more than 194 working days, including holidays, sick leave, vacation and other leaves of absence, and who is employed either:

- a. to replace a classified worker who is temporarily absent from duty, or
- b. to fill a vacancy in a classified position which the District is engaged in a procedure to hire a permanent worker to fill the vacancy, provided the District does not fill the vacancy with one or more substitutes for more than 60 days.

Short-Term Workers

"Short-term worker" has been defined by the San Diego Superior Court as a District employee who is employed and paid for less than 75% of the school year (195 working days, including paid leaves) and who is employed to perform specific services that are not extended or needed on a continuing basis, regardless of his or her trade.

PARTICULAR SITUATIONS

Service in Multiple Job Classes as Hourlies

To determine proper seniority for employees who were misclassified as hourlies in more than one job class, standards will be used to identify which out-of-class assignments will be treated as:

- a. promotions to a higher job class
- b. legitimate temporary out-of-class work, or
- c. voluntary demotions to a lower job class

First test: Was the employee working daily in the second classification? If work was not regular and continuing, the assignment was considered a legitimate use of temporary out-of-class.

Second test: If the work was regular and continuing, and in a higher job class, and if the employee did not return to their former classification, the second job class is considered a promotion. (If they returned to their former classification, the assignment is legitimate TOC.) If the work was regular and continuing, and in a lower job class, the assignment in the second job class is considered a voluntary demotion so long as the employee was not concurrently and regularly employed in a higher class.

Temporary Out-of-Class Assignments

Education Code 45110 requires districts, as prescribed in that section, to adjust the compensation for classified employees working out-of class. The Education Code does not stipulate the reasons for such employment or the amount of time an employee may be maintained out-of-class. Employees may have been employed out-of-class. No change should be made to any time served in class as a result of TOC appointments, so long as the employee has received full credit for TOC time in his or her classification.

Restricted Status

The Education Code provides that employees who were hired under Restricted Status for the CETA program or with ESEA funds and subsequently hired as probationary employees would have their original date of hire recognized for seniority purposes. (Education Code 45105 and 45105.1)

Where restricted status appointments were used improperly, the time served shall be revised to regular classified status.

Separations

When an employee resigns or is terminated by the district, they lose their seniority.

Since hourly and probationary employees were ineligible for leaves of absence, it is necessary to review separations in light of an employee's change of status. For example, if the employee was forced to resign due to health reasons as an hourly, he/she would have been eligible for a leave of absence as a monthly. (See Leave of Absence section below.)

Microfiche pay records can be used to verify separations determined not to be leaves of absence. In some cases, the employee may be separated from one job class or location but continue to work in another. The microfiche pay records should document that employment was continuous.

Leaves of Absence

There are several types of LOA's. Long-term leaves for illness or injury are not considered a break in service (Education Code 45192, 45195). For other types of leaves (i.e. professional study), the guidelines are found in the collective negotiations agreements (the collective negotiations agreements limit continued seniority accrual while on leave to health and pregnancy).

For LOA's where seniority does not continue to accrue, the lost days of service are totaled and "subtracted" from the employee's revised classification seniority dates. Calendars for each of these adjustments should be kept so that the adjusted date can easily be reviewed in the future.

Transfer Between Classified and Certificated Job Classes

If an employee of a school district employed in a position in the classified service is assigned to a position in the same district requiring certification qualifications, the employee shall retain all sick leave, vacation, and other rights and benefits accumulated by the employee at the time he or she is assigned to a position requiring certification qualifications. All seniority and permanency rights shall be secured to the employee during the period of time he or she occupies a position in the certificated service. The employee's return to the classified service at any time shall be treated as if there had not been an interruption in his or her classified service. (Education Code 44064)

Voluntary Demotion

When an employee accepts a voluntary demotion, he/she continues to accrue district seniority. If the employee is later reemployed in the higher classification, the time served in the lower class does not count towards seniority in the higher class.

Demotion in Lieu of Lay-Off

If an employee accepts a demotion in lieu of lay-off, he/she retains but does not continue to accrue classification seniority in the previous (higher) classification.

Reclassifications

Where seniority involves work that was subsequently reclassified, the new classification is assigned as of the effective date stipulated by Wage and Compensation at the time the study was done, unless the parties agree on a different date, consistent with the Education Code.

FOLLOW-UP PROCESS FOR REVIEW BY EMPLOYEE

After research is completed for the classified employees in a department/site, the following actions shall be jointly undertaken by the District and CSEA:

1. Send each employee (including those whose dates will not change) a summary of their employment history with the recommended revisions. A period of ten(10) days will be allowed for review by the employee. After reviewing the recommendations, if the employee agrees with the conclusions, the employee will be asked to sign a form indicating their agreement. Upon their signature, a change in their seniority dates will be authorized. If they do not agree with the information provided, their response needs to include the dates and classifications with which they disagree as well as their assessment of the correct dates and classifications. If the employee fails to return their form within the ten(10) days allowed, the revision will automatically be accepted.
2. A follow-up process will review all contested employment histories.

