

COUNTER PROPOSAL BY SAN DIEGO UNIFIED SCHOOL DISTRICT TO
SAN DIEGO EDUCATION ASSOCIATION
PROPOSAL

TO SAN DIEGO UNIFIED SCHOOL DISTRICT

CERTIFICATED REDUCTION IN FORCE – IMPACTS AND EFFECTS

MAY 28, 2012

~~The San Diego Education Association (SDEA) District reserves the right to add, modify, or amend, delete any or all proposals throughout or add to this counterproposal during the course of negotiations with the San Diego Unified School District (SDUSD). The following proposals are made without prejudice or precedent.~~

~~Pursuant to the correspondence between SDEA and SDUSD regarding the scope and parameters of the layoff impacts and effects bargaining, SDEA's engagement in bargaining the impacts and effects of SDUSD's certificated layoffs in no way constitutes an intent or willingness to renegotiate or in any way "reopen" any provision of the current three-year SDEA-SDUSD Collective Negotiations Contract prior to its expiration on June 30, 2013.~~

1. Health and Welfare Benefits

Health and welfare benefits provided under Article 9: Health and Welfare shall continue through December 31, 2012 remain as currently provided for all laid off bargaining unit members.

2. Transfer/Post and Bid

The following shall apply to the 2012 Post and Bid:

- a. The 2012 May Post and Bid shall be delayed and shall begin on July 10, TBD, 2012.
- b. ~~Laid~~Any laid off unit members member reappointed prior to the close of Post and Bid shall be returned to theirhis or her previous position, if it is available and budgeted and he or she is reappointed within the credential area applicable to the position.
- c. ~~Laid~~Any laid off unit members member reappointed after the close of Post and Bid and prior to theirhis or her former position being offered to and accepted by another unit member shall be returned to theirhis or her former position, if available and budgeted and he or she is reappointed within the credential area applicable to the position.
- d. If a laid off unit member is recalled and there is an unfilled and budgeted position from the JulyJune 2012 Post and Bid at his/her former site for which he/she is qualified then the unit member shall be offered this position, if available at the time of reappointment and he or she is reappointed within the credential area applicable to the position.

3. Additional Work Days for Laid Off Unit Members

Unit members who are laid off shall be provided the opportunity for fourteen (14) days of work during the month of July 2012 under the following conditions:

- a. Unit members at year round schools shall have the option of working the last fourteen (14) work days in their current assignments. If the unit member elects not to work these days, such a decision shall have no impact on his/her right to reappointment into a full-time position if his/her layoff is rescinded.
- b. The District shall notify unit members of the opportunity in Item 3a above by a date mutually determined by the parties. The unit member shall have until the close of business on a date mutually determined by the parties to decide.
- c. Laid off unit members not in year round assignments shall be offered the opportunity to work the fourteen (14) days in all cases where a laid off year round unit member declines the opportunity to work the fourteen (14) days. Laid off unit members not in year round assignments shall be offered this opportunity based on seniority, credential status, and NCLB compliance.
- d. In all cases, unit members working the additional fourteen (14) days in July shall be paid their daily (pro rata) rate based on their 2012-13 rate of pay.
- e. ~~Laid off unit members working in the Early Childhood Education Program whose calendars include more than fourteen (14) work days in the month of July shall have the option of working all of the work days in July in their current assignments.~~

4. Job Share

~~Unit members participating in Job Share under Article 21 shall have until July 1, 2012 for submitting a written plan for a job sharing assignment and presenting that written plan to the site administrator for approval. By a date mutually determined by the parties, the District will inform all site administrators responsible for Job Share approvals of the reopening of this process for the school year 2012-13.~~
[Further Discussion required.]

5. Packing and Moving

Laid off unit members shall receive the following compensation and assistance:

- a. Up to two (2) days visiting teacher pay to pack and move shall be granted.
- b. Unit members shall have the option of moving outside of the six (6) hour and thirty-five (35) minute on-site work day or on non-contract days. Unit members selecting this option shall be granted access to their worksite/classroom.
- c. Custodial assistance with ~~packing and moving~~ during the workweek shall be provided.
- d. The District shall allow unit members to store personal belongings in a classroom or enclosed permanent structure until August 30, 2012. Unit members shall sign and date an inventory of stored items that will be verified by the principal or supervisor on the day of the move.

Form.

Form.

Form.
Bold, I

Form.
Numb
Alignn
at: 0.

Form.

Form.

Form.
Numb
Alignn
at: 0.

Form.

Form.
Numb
Alignn
at: 0.

Form.

- e. Reasonable access to stored materials by unit members shall be granted.
- f. ~~Unit members reappointed after the start of the 2012-2013 school year shall receive two (2) duty-free days to move into their classroom/site.~~

6. Leaves (Tentative Agreement-5.2.12)

The following shall apply for leave of absences:

- a. Deadlines for applying for long-term leaves of absence in Article 10: Leave Policies shall be waived for unit members who are in layoff status. Upon notice of reappointment, unit members shall have ten (10) days to request a long-term leave of absence. The District shall communicate this leave deadline in any reappointment notice provided to unit members.
- b. The District shall grant long term leaves of absence to reappointed unit members in accordance with the relevant provisions of the Collective Negotiations Contract (Section 10.6, Section 10.7 or Section 10.8).
- c. ~~Laid off unit members, who have secured employment with another public education agency, and are subsequently reappointed to a position within San Diego Unified, shall upon request be granted leave for the 2012-2013 school year.~~

7. Waiver of Reappointment by Probationary Unit Member (Tentative Agreement 5/2/12)

A laid off probationary unit member who receives a reappointment notice shall have the right to waive this reappointment for not more than one school year. Such waiver shall not deprive the unit member of his/her right to subsequent offers of reappointment.

8. Make-Up Work Days for Permanent Unit Members on Layoff Who Moved From Traditional to Year Round Calendars (Tentative Agreement 5/2/12)

For laid off permanent unit members who moved from a traditional to a year round calendar for the 2011-12 school year, attendance at the permanent certificated layoff hearings shall count as workdays for purposes of making up their required fourteen (14) additional workdays. SDEA will provide the list of names of affected employees to Payroll by May 18, 2012.

9. Application for Twelve-Month Pay

- a. ~~Unit members who are reappointed on or before July 15, 2012 shall, within ten calendar days of their reappointment, have the opportunity to apply for and be granted the twelve-month payment schedule for the 2012-2013 school year. Such reappointed unit members shall receive their regular July payment for the 2012-2013 school year on the July 2012 pay date.~~
- b. ~~Unit members who are reappointed between July 16, 2012 and August 15, 2012 shall, within ten calendar days of their reappointment, have the opportunity to apply for and be granted the twelve-month payment schedule for the 2012-2013 school year. Such~~

Form:

Form:
Numb
Alignn
at: 0.

Form:

Form:

Form:
Numb
Alignn
at: 0.

Form:

Form:
Numb
Alignn
at: 0.

Form:

Form:

Form:
Numb
Alignn
at: 0.

unit members shall receive their regular July and August payments for the 2012-2013 school year on the August pay date.

e. Unit members who are reappointed after August 15, 2012 shall be paid in accordance with the ten-month payment schedule for the 2012-2013 school year.

a. Reappointed unit members shall be made aware of the opportunity in Items 9a and 9b in their notice of reappointment.

d. Current practice by Payroll Department explained by Sue Weir on May 2, 2012.

Form.
(Camt

Form.

Form.